

NOTE- This is a specimen draft Agreement and is subject to iterations based on specific terms and conditions that may be negotiated with each of the purchasers of premises in the building (including changes based on sale of the premises with agreed amenities or on a 'bare-shell' basis). The document that will be executed with each purchaser will contain the specific terms agreed upon- accordingly, in the event of this draft being circulated, the same shall not be deemed to prejudice the rights of the Promoters.

AGREEMENT FOR SALE

THIS AGREEMENT (“**this Agreement**”) is made at Mumbai this day of March, 2024, **BETWEEN-**

M/S. S RAHEJA LOFTS LLP, a partnership firm registered under the provisions of the Limited Liability Partnership Act 2008 under LLP No.AAZ5176, having its registered address at Rahejas, Plot No. 61, S.V. Road, Khar (West), Mumbai 400 052, hereinafter referred to as the “**Promoters**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time-being constituting the firm, the survivors of them and the heirs, executors and administrators of the last surviving partner) of the **ONE PART**,

AND

MR. SUHAS NANDAN, age 37years, having his address at Vazhappully House, Kothakulam Beach Road, Valappad, Valapad Beach, Thrissur, Kerala - 680567, hereinafter referred to as the “**Allottee**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and permitted assignors) of the **OTHER PART**:

Herein, where required, the Promoters and the Allottee are collectively referred to as “**Parties**” and individually as “**Party**”.

WHEREAS: -

- A. **THE LALIT PRAKASH CO-OPERATIVE HOUSING SOCIETY LIMITED**, a co-operative society having its address at Plot No. 20, Perry Cross Road, Bandra, (West) Mumbai 400 050, hereinafter referred to as the “**Society**” is registered under the Maharashtra Co-operative Societies Act, 1960 under Registration No. BOM/HSG/1268 of 1966. The Society is the owner of the freehold plots of land bearing Plot No.20 in Suburban Scheme No. VI, bearing C.T.S Nos. (i) C/332 admeasuring 778.9 square meters, (ii) C/333 admeasuring 213.3 square meters, (iii) C/334 admeasuring 44.3 square meters and (iv) C/335 admeasuring 23 square meters, admeasuring in the aggregate 1059.5 square meters or thereabouts (as recorded in the Property Register Cards thereof), situated at Plot No.20, Perry Cross Road, Bandra, (West) Mumbai 400 050 (more particularly described in the **First Schedule** hereunder written and hereinafter referred to as the “**Land**”). A building named “Lalit Prakash” comprising of a ground floor and four upper floors, with a total of seventeen residential flats therein (hereinafter referred to as the “**Old Building**”), four closed garages and ancillary structures previously stood on the Land (and have since been demolished).
- B. The Old Building had seventeen flats which were occupied by a total of 17 members (hereinafter referred to as the “**Members**”). The flats of the Members in the Old Building are hereinafter referred to as the “**Members’ Old Flats**”. The Members also hold shares issued by the Society.
- C. The Society derives title to the Land by an Indenture of Conveyance dated 23.01.1967, made and entered into between Mrs. Jyoti Chaudhary (therein referred to as ‘the Vendor’) of the First Part and Lakshmi R. Tulsiani (therein referred to as ‘the Confirming Party’) of the Second Part and the Society (therein referred to as ‘the Purchasers’), which is registered with the Sub-Registrar of Assurances bearing Registration No. BND/196 of 1967 dated 13.02.1967;

The Promoters

The Allottee

- D. By a Development Agreement dated 09.12.2021 executed by and between the Society of the First Part, the Members of the Society therein (therein referred to as the 'Executing Members') of the Second Part and the Promoters herein of the Third Part, and registered with the office of the Sub-Registrar of Assurances Bandra, under Serial No. BDR-4/11359/2021 dated 09.12.2021 (hereinafter referred to as the "**Development Agreement**"), development rights in respect of the Land with the Old Building was granted to the Promoters for the consideration and on the terms and conditions more particularly set out therein. The Society, also executed a Power of Attorney in favour of the Promoters granting them the required powers to carry out and complete the redevelopment of the Land, and the same is registered with the office of the Sub-Registrar of Assurances; Since then, the Promoters have demolished the Old Building.
- E. In terms of the Development Agreement, the Promoters are constructing a building on the Land which they have named "**AVISA By S RAHEJA**" (the "**New Building**") for which the Promoters are utilizing the primary FSI of the Land as also TDR/FSI, Premium paid FSI, Fungible FSI etc., along with the FSI available for consumption by amalgamating the Land with adjoining plots, if permitted by the Society subsequently.
- F. The New Building has currently been planned and approved as follows-
- F.1. There will be (i) stilts at ground level (containing inter alia parking spaces, entrance lobby, etc.), (ii) residential flats above the stilts at one side (which will contain inter alia the new flats of the Members and the Promoters' premises), (iii) podiums for car-parking purposes above the stilts on the other side in a separate car parking tower(which will contain car-parking spaces and, above the topmost podium, certain common amenities will be provided). The podium levels will be numbered from 'P-1' (for the first podium level above the stilts), 'P-2' and upwards so as to cover all podium levels.
- F.2. The first residential floor above the stilts will be the with the first floor, and so on, going upwards- however, the 13th floor will be renamed as 14th floor and subsequent floors shall be numbered accordingly.
- F.3. Annexed hereto and marked "**Annexure A**" is a schematic plan of the New Building that is currently proposed to indicate the stilt area, the residential floors and the podium levels. Such plan is subject to approvals by the MCGM/ authorities and is also subject to amendment by the Promoters (by adding additional floors or altering the layout or otherwise as the Promoters deem fit);
- G. In terms of the Development Agreement, the Promoters are constructing for the society Members new flats in the New Building (located from the first floor above the stilts) in lieu of their flats in the Old Building (hereinafter referred to as the "**Members' New Flats**").
- H. In terms of the Development Agreement, all other flats (with or without attached terraces) besides the Members' New Flats, and all other car-parking spaces besides those agreed to be allotted to the Members, belong to the Promoters with full rights to sell/ allot/ lease/ grant license/ deal with the same and appropriate the proceeds unto themselves and to enter into agreements for the same.
- I. In terms of the Development Agreement, the Promoter is also entitled to utilize all FSI and potential as may be available in respect of the Land (including FSI that the Promoter may succeed in respect of the set-back area of the Land) upto a maximum of 2.97 FSI in respect thereof. In addition, the Promoters shall also be entitled to amalgamate the Land with adjoining plots and utilize the entire FSI available to be consumed on the resulting amalgamated plot, provided the consent of the Society is obtained for the same. The Allottee agree(s) that the Promoter is entitled to utilize such additional FSI as may become available upto the issuance of the Full Occupation Certificate of the New Building, by adding additional floors/ flats to the New Building or by extending

the areas of any flats as decided by the Promoters, and the benefits thereof shall belong to the Promoters without any claims to the same from the Allottee.

- J. The Promoters applied for and have obtained from the MCGM the Intimation of Disapproval (IOD) bearing No.P-9417/2021/(C-332)And Other/H/W dated 13th January 2022 and Commencement Certificate No. P-9417/2021/(C-332)And Other/H/W ward/Bandra/-C/CC/1/NEW issued on 23rd September 2022, to construct the New Building upto top of stilt of front portion, and the Promoters shall obtain further approvals from various authorities from time to time, so as to obtain the Occupation Certificate of the New Building.
- K. The Promoters have appointed Mr. Navin Vatnani, registered with the Council of Architects, as the architects of the project. The Promoters have appointed JW Consultants, Structural Engineer, for the preparation of the structural designs and drawings of the New Building. The Promoters are entitled to appoint any other architects or Structural Engineers in place of them or any other professionals as the Promoters may deem fit. The Promoters accept the professional supervision of the Architects and the structural Engineer till the completion of the New Building.
- L. As required by the Real Estate (Regulation and Development Act) 2016 (“RERA”), the Promoters have registered the project with the Maharashtra Real Estate Regulatory Authority (“MAHARERA”) and is issued Registration No. P51800047928 dated 01st December 2022.
- M. The Allottee herein has/have demanded from the Promoters and have been given inspection of all documents relating to the development of the Land, as well as the IOD, Commencement Certificate, plans, designs and specifications prepared by the Promoters’ Architects, and of such other documents as are specified under RERA and the Rules and Regulations made thereunder.
- N. The Allottee herein, being fully satisfied with the rights of the Promoters to develop the Land, approached the Promoters for the purchase of **Flat No. 1601 & 1701** on the 16th and 17th floor (Counting from ground floor 15th and 16th floor respectively) of the New Building (hereinafter referred to as the “Flat”). The Flat is described in the **Second Schedule** hereunder written.
- O. The Promoters and the Allottee have held detailed negotiations of the terms and conditions of the sale of the Flat and, pursuant thereto, the Promoters have agreed to sell to the Allottee and the Allottee has/ have agreed to purchase from the Promoters the Flat, for a consideration of **Rs.39,27,28,000/- (Rupees Thirty Nine Crores Twenty Seven Lakhs Twenty Eight Thousand Only)** (which excludes all amounts/ deposits etc. payable under this Agreement) (hereinafter referred to as the “Sale Price”).
- P. As per the applicable provisions of RERA, the carpet area of the Flat no.1601 shall be 2228.84 sq.ft. or thereabouts equivalent to 207.06 square meters on the sixteenth floor (Counting from ground floor – 15th Floor) which excludes the area of the covered sit-out area the area whereof is 218.50 square feet or thereabouts equivalent to 20.29 square meters or thereabouts which have been included in FSI and as part of the Flat in the plans approved by the MCGM); and Flat no.1701 shall be 1812sq.ft. or thereabouts equivalent to 168.33 square meters on the seventeenth floor (Counting from ground floor – 16th Floor) which excludes the area of the covered sit-out area the area whereof is 38.99 square feet or thereabouts equivalent to 3.62 square meters or thereabouts which have been included in FSI and as part of the Flat in the plans approved by the MCGM); thus the total carpet area of the Flat is 4299square feet or thereabouts (equivalent to 399.38 square metres or thereabouts) (“**Total Flat Area**”).
- Q. Annexed to this Agreement are copies of the following documents: -
- Q.1. “Annexure A” : Schematic plan of the New Building, as currently proposed;

- Q.2. “Annexure B” : Title Certificate issued by the Promoters’ Advocates;
- Q.3. “Annexure C” : Property Register Card and City Survey plan in respect of the Land;
- Q.4. “Annexure D” : Copies of the I.O.D. and the Commencement Certificate issued by the MCGM;
- Q.5. “Annexure E” : Floor plan of the Flat;
- Q.6. “Annexure F” : A copy of the registration certificate of the project issued by MAHA-RERA.
- R. Under section 13 of RERA, it is necessary to execute a written agreement for the sale of Flat, being in fact these presents, and to register the same under the Registration Act, 1908.
- S. The Allottee confirm(s) that prior to the execution of this Agreement, he/she/they was/ were provided with a draft of this Agreement and had sufficient opportunity to go through the same and to consult legal advisors, and that the Allottee has/ have understood and agreed to the terms and conditions. The Allottee further confirm(s) that prior to the execution of this Agreement, he/she/they was/ were given full, free and complete inspection of all documents relating to the development of the Land including the Development Agreement, IOD, Commencement Certificate, drawings, plans and specifications of the New Building, the approvals/ permissions for construction/ development and had sufficient opportunity to go through the same and verify the same with his/her/his consultants/ advisers, and that the Allottee are satisfied with and have accepted the same.

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

1. **RECITALS FORM AN OPERATIVE PART OF THIS AGREEMENT.** The recitals of this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part hereof and shall be interpreted, construed and read accordingly.
2. **INSPECTION OF DOCUMENTS PRIOR TO PURCHASE.** The Allottee confirm(s) that prior to the execution hereof, the Allottee has/ have been given full, free and complete inspection of all documents relating to the development of the Land including the Development Agreement with the Society, IOD, Commencement Certificate, drawings, plans and specifications of the New Building, the approvals/ permissions for construction/ development. The Allottee has/ have prior to the execution of this Agreement satisfied themselves about the title to the Land, the terms and conditions of the Development Agreement and the rights of the Promoters to develop the Land and to sell the Flat to the Allottee, and the Allottee shall not be entitled to further investigate the title to the Land or the Promoters’ right to develop the same and no requisition or objection shall be raised upon it or any matter relating thereto. The Allottee is/are aware that while the Promoters have obtained some of the approvals from the MCGM, other approvals (or amendments to approvals) may be received from time to time, and the Allottee waives his right to raise any objection in that regard. The Allottee further confirm(s) that he/she/they has/ have executed this Agreement after having read, understood, and agreed to the terms hereof.

The Promoters

The Allottee

3. THE NEW BUILDING.

3.1. The Promoters shall construct on the Land more particularly described in the First Schedule hereunder written (and on any adjoining plots, if amalgamated as aforesaid), the New Building named “**AVISA**” by utilizing and consuming the present development potential thereof including fungible FSI, Premium paid FSI, TDR, road width FSI, etc., and all other development potential as may be permissible under the D.C. Regulations and/or other rules/ bye laws of the authorities and as per the Development Agreement, and FSI / development potential of any adjoining lands, if amalgamated with the said Land as aforesaid, and in accordance with the plans, designs, specifications approved by the Allottee with such variations and modifications as the Promoters, at their discretion, may consider necessary or as may be required by the concerned local authority/ government to be made in them or any of them. Notwithstanding anything contained in this Agreement, the Promoters are entitled, at their discretion, and the Allottee hereby give(s) the Promoters express consent, to amalgamate any adjoining plots with the said Land and carry out composite redevelopment thereof including extending/altering the height, floors, area, numbers of flats pursuant to such amalgamation and as decided by the Promoters, to make changes to the plans of the New Building including changing the layout, adding floors, to make changes to any flats in the New Building (including changing the internal layouts, merging two flats or parts thereof, dividing flats, creating penthouses or duplex/ triplex flats etc)-

3.1.1. Provided that the Promoters shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications if the same adversely affect the Flat and/or its carpet area and or its layout;

3.1.2. Provided further that in the construction of the New Building, the Promoters will utilize any increased FSI that may become available (in respect of the said Land and any adjoining plots if amalgamated as aforesaid, and whether under the D.C.P. Regulations 2034, or otherwise) subject to the provisions of RERA and the Rules and regulations thereunder and subject to the Development Agreement.

3.2. The Allottee has/ have inspected all plans of the New Building and has/ have understood the various calculations of FSI and areas as approved/ approvable by the MCGM and agree(s) and confirm(s) that he/she/they shall not raise any objection or grievance in respect thereof.

4. SALE OF THE FLAT AND THE SALE PRICE.

4.1. The Allottee hereby agree(s) to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee the Flat, namely, **Flat No. 1601 and 1701** on the 16th and 17th **floor** of the New Building (Counting from ground floor 15th and 16th floor) as shown on the floor plan thereof hereto annexed and marked “Annexure E” for the Sale Price of **Rs.39,27,28,000/- (Rupees Thirty Nine Crores Twenty Seven Lakhs Twenty Eight Thousand Only)** (which is inclusive of the proportionate price of the common areas and facilities appurtenant to the Flat; the nature, extent and description of the common areas and facilities are more particularly described in the Third Schedule annexed herewith).

The Promoters

The Allottee

5. CARPET AREA OF THE FLAT.

5.1 As per the applicable provisions of RERA, the carpet area of the Flat shall be As per the applicable provisions of RERA, the carpet area of the Flat no.1601 shall be 2228.84 sq.ft. or thereabouts equivalent to 207.06 square meters on the sixteenth floor (Counting from ground floor – 15th Floor) which excludes the area of the covered sit-out area the area whereof is 218.50 square feet or thereabouts equivalent to 20.29 square meters or thereabouts which have been included in FSI and as part of the Flat in the plans approved by the MCGM); and Flat no.1701 shall be 1812 sq.ft. or thereabouts equivalent to 168.33 square meters on the seventeenth floor (Counting from ground floor – 16th Floor) which excludes the area of the covered sit-out area the area whereof is 38.99 square feet or thereabouts equivalent to 3.62 square meters or thereabouts which have been included in FSI and as part of the Flat in the plans approved by the MCGM); thus the total carpet area of the Flat is 4299square feet or thereabouts (equivalent to 399.38 square metres or thereabouts) (“**Total Flat Area**”).

5.2 On the Promoters erecting the brick/block work of the peripheral walls of the Flat and completing cement plaster of the same, the Promoters shall intimate the same to the Allottee. The Allottee is/are entitled, within seven days of such intimation, to measure the Flat and satisfy himself/ herself/ themselves that the carpet area of the Flat is not less than the agreed carpet area mentioned in Clause 5.1 hereof, after which period (i) the carpet area shall be deemed to have been accepted by the Allottee, (ii) the Promoters are entitled to commence and proceed with the finishing work and all other works of or related to the Flat, (iii) the Allottee shall thereafter not raise any objections as to the carpet area of the Flat.

6. VARIATIONS IN THE CARPET AREA.

6.1. A variation in the carpet area of the Flat shall be accepted upto 3% (three percent). The Promoters shall inform the Allottee of any variation in the carpet area of the Flat (subject to a variation cap of three percent) along with their Architects’ certificate in respect thereof. If there is any reduction in the carpet area then the Promoters shall refund the excess money paid by the Allottee within forty-five days of such intimation along with interest at the rate specified in the rules framed under RERA. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand additional amount from the Allottee and the Allottee agree that the same shall be payable and shall be paid along with the Installment of the Sale Price immediately following such intimation by the Promoters. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 4 of this Agreement. The certificate issued by the Architects of the Promoters pertaining to the area of the Flat shall be binding on the Parties hereto.

6.2. Subject to Clause 6.1 hereof, the Sale Price is escalation-free, save and except escalations/ increases due to increase on account of development charges payable to the MCGM/ other authorities and/or any other increase in charges which may be levied or imposed by the MCGM or other authorities from time to time. The Promoters undertake and agree that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the MCGM/ other authorities, the Promoters shall enclose the said notification/order/ rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee.

The Promoters

The Allottee

The Allottee hereby agree(s) and undertake(s) to make payment of such increases in levies and/or such new levies/ taxes/ development charges within the notice period that will be mentioned by the Promoters in their written intimation to the Allottee and the Allottee hereby agree(s) and undertake(s) to indemnify and keep indemnified the Promoters and all persons claiming through them in respect thereof.

7. INSTALLMENTS OF THE SALE PRICE.

- 7.1. The Sale Price and the instalments for payment thereof which are agreed to between the Parties are more particularly set out in the **Fourth Schedule** hereunder written (each payment of the Sale Price being hereinafter referred to as “**Installment**” and all payments of the Sale Price being collectively referred to as “**Installments**”).
- 7.2. The installments of the Sale Price or such other amounts provided for in this Agreement shall be paid by the Allottees into Account Number **50200076012201– S Raheja Lofts LLP Avisa Mstr Coll A/c** held by the Promoters with HDFC Bank. The RERA Account Number of the project is **50200076073893**. The Promoter shall deposit 70% of the amounts in the abovementioned RERA Account.
- 7.3. **Loans availed of by the Allottee.** Notwithstanding the restriction on transfer of the Flat contained in this Agreement, if the Allottee has/ have availed of/ is availing of a loan from any banks/financial institutions for the purchase of the Flat, it shall nevertheless be the responsibility of the Allottee to ensure payment of the Installments of the Sale Price (whether from such banks/ financial institutions or from his/her/their own resources or alternate resources) on the due dates- the Allottee cannot seek additional time for payment in the event such banks/ financial institutions do not make payment of any of the Installments for any reason whatsoever. Any lien over the Flat created in favour of such banks/ financial institutions shall be subject to the Promoters’ first lien and charge on the Flat in respect of unpaid Installments towards the Sale Price and all other amounts/ deposits payable by the Allottee to the Promoters under the terms and conditions of this Agreement, and shall not in any manner jeopardize the rights of the Promoters.
- 7.4. **Third Party Payments.** In the event any third party making any payments/ remittances on behalf of or at the instance of the Allottee, such third party shall not have any rights whatsoever over or to the Flat or under this Agreement, and all payment receipts will be issued in the name(s) of the Allottee alone.
- 7.5. **TDS Provisions.** Tax at source, as applicable, shall be deducted from the Sale Price (TDS) provided however that the Allottee shall be liable to submitting the original tax deduction certificate within 30 (thirty) days of the same being required to be paid into the government treasury and the Promoters shall acknowledge the same only upon the Allottee submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site. If at the time of taking possession of the Flat, such TDS certificates are not furnished, the Allottee shall deposit such equivalent amount as interest free deposit with the Promoters, which deposit shall be refunded by the Promoters on the Allottee producing such certificates within two months from the Allottee taking possession of the Flat. Provided further that in case the Allottee fail(s) to produce such certificate within the stipulated period of two months, the Promoters shall be entitled

to appropriate the said deposit against the receivable from the Allottee. In this regard, the Allottee acknowledge(s) that the Allottee has/ have received from the Promoters, the permanent account number allotted to the Promoters under the provisions of the Income Tax Act, 1961, and the same is also stated in this Agreement.

8. APPROPRIATION/ ADJUSTMENTS OF THE INSTALLMENTS OF THE SALE PRICE.

The Allottee expressly authorizes the Promoters to adjust/appropriate all payments made by him/ her/ them under any heads of dues against outstandings, if any, as the Promoters may in their sole discretion deem fit (which shall be without prejudice to the rights and remedies of the Promoters under this Agreement and at law), and the Allottee agrees that the Allottee has/ have no right to object/demand/ direct the Promoters to adjust his payments in any manner.

9. GST AND OTHER IMPOSTS.

9.1. The Sale Price and all other amounts payable by the Allottee under this Agreement exclude Goods And Services Tax (GST) or any other taxes, duties or dues which are currently applicable or which may hereafter be applicable in respect of the sale of the Flat or which are currently applicable or which may hereafter be applicable in connection with the construction of and carrying out the said development project) all of which are the liability/ responsibility of the Allottee alone. Accordingly, the Allottee alone is/are responsible to pay the GST and all other imposts on the Sale Price or any other amounts/ deposits mentioned in this Agreement and/or in respect of the transaction contemplated herein (whether applicable/payable now or which may become applicable/payable in future).

9.2. If on account of change/amendment in the present laws, rules, regulations or on account of enactment(s) of new laws by the Central and/or State Government and/or by the MCGM or any other authorities, any taxes/premiums/ amounts become payable hereafter on the amounts payable by the Allottee to the Promoters related to the purchase of the Flat by the Allottee, or if any of the current taxes, duties or dues are increased by any authorities, the Allottee shall be liable to bear and pay the increased amount or the new levies/ taxes.

9.3. The Promoters may allow, in its sole discretion, a rebate for earlier payments of the Installments payable by the Allottee by discounting such early payments at such rate as the Promoters agree upon for the period by which the respective Installment has been brought forward. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee by the Promoters in writing.

10. CAR-PARKING.

10.1. The Promoters have agreed to allot to the Allottee the use of total (.....) car-parking slot(s)(..... in the Podium and Car Parking in the New Building).

10.2. The parking slots mentioned above shall be used only for the purpose of parking the vehicle(s) of the Allottee and for no other use and subject to the bye-laws, rules and regulations of the Society.

10.3. The Promoters are entitled to allot to other Allottee of other flats such number of car-parking slots and at such locations within the project as they deem fit and the Allottee herein shall have no claims or objections to the same.

10.4. The Allottee agree(s) and undertake(s) to pay the requisite monthly dues, repair charges and maintenance charges of and related to the car-parking(s) as may be levied by the authorities and/or the Society (including without limitation charges towards Annual Maintenance Contracts that may be entered in by the Promoters or the Society in respect of mechanized parking systems).

10.5. The Allottee shall not cause the Society to change the allocation of parking spaces of other premises-owners/ Allottee in the New Building.

11. **ADHERENCE TO THE APPROVED PLANS/ PERMISSIONS.** The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations, undertakings and restrictions if any, which may have been imposed by the concerned authorities at the time of sanctioning the plans (including amended plans) of the New Building or thereafter and shall, before handing over possession of the Flat to the Allottee, obtain from the MCGM the Occupancy Certificate in respect of the New Building. Thereafter, the Allottee shall adhere to and observe, perform and comply with all the terms, conditions, stipulations, undertakings and restrictions if any, which may have been imposed by the concerned authorities in respect of the sanctioned plans (or amended plans) of the New Building.

12. **TIME IS OF THE ESSENCE.** Time is of the essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the Flat to the Allottee after receiving the Occupancy Certificate of the New Building. Similarly, the Allottee shall make timely payments of the Installments and other amounts/dues payable by him/her/them and shall meet the other obligations under the Agreement.

13. **FLOOR SPACE INDEX.**

13.1. The Promoters hereby declare that the Floor Space Index available as on date in respect of the Land is 3130.91square meters only and the Promoters have planned to utilize the same by availing inter alia TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the project.

13.2. The Promoters have disclosed the Floor Space Index of 3130.91square meters as proposed to be utilized by them in the project and the Allottee has/ have agreed to purchase the Flat based on the proposed construction and sale of flats to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

13.3. Besides the aforesaid, the Allottee is/ are aware that in terms of the Development Agreement, the Promoter is also entitled to utilize all FSI and potential as may be available in respect of the Land (including FSI that the Promoter may succeed in respect of the set-back area of the Land), and, if there is any increase in FSI, the same can be utilized by the Promoter, and the benefits of such additional FSI are to be

shared between the Members and the Promoter as per the Development Agreement. The Allottee agree(s) that the Promoter is entitled to utilize such additional FSI as may become available upto the issuance of the Full Occupation Certificate of the New Building, by adding additional floors/ flats to the New Building or by extending the areas of any flats as decided by the Promoters, and the benefits thereof shall belong to the Promoters without any claims to the same from the Allottee- the Allottee shall not raise any objections to the utilization of such additional FSI.

14. CONSEQUENCES OF DELAY.

- 14.1. If the Promoters fail to abide by the time schedule for completing the project and handing over the Flat to the Allottee as per the terms hereof, the Promoters shall pay to the Allottee, if so, demanded by the Allottee and if the Allottee do(es) not intend to withdraw from the project, interest as specified in the Rules framed by MAHA-RERA on all the amounts paid by the Allottee, for every month of delay till the date of offering possession of the Flat as per this Agreement. If the Allottee decide(s) to withdraw from the Project, the Allottee shall only have rights to receive back the amounts paid by the Allottee to the Promoters and interest thereon as stated above, and shall cease to have any rights to the Flat and the said car-parking slots, and the Promoters shall be entitled to deal with/ sell the same as they deem fit.
- 14.2. The Allottee agree(s) to pay to the Promoters interest as specified in the Rules framed by MAHA-RERA, on all the delayed payments which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amounts are payable by the Allottee to the Promoters. It has been agreed by the Parties that payments shall be made by the Allottee within 7 (seven) days of a demand for the same being raised by the Promoters and, in the event the Allottee do not make such payment within seven days of the issuance of the demand notice by the Promoters, the Allottee shall be deemed to have committed default and shall be liable for the consequences thereof including payment of interest.
- 14.3. Without prejudice to the rights of the Promoters to charge interest in terms of sub-Clause 14.2 above, on the Allottee committing default in payment on the due dates of any amounts due and payable by the Allottee to the Promoters under this Agreement (including his proportionate share of taxes levied by concerned local authorities and other outgoings) and on the Allottee committing three defaults of payment of Installments of the Sale Price or of any amounts due and payable under this Agreement, the Promoters shall at their own option, may terminate this Agreement:

Provided that the Promoters shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and/or mail at the e-mail address provided by the Allottee, of their intention to terminate this Agreement and of the specific breaches of terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee fails to rectify the breaches mentioned by the Promoters within the notice period then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Allottee agrees that (i) the Allottee shall cease to have any rights over or to the Flat, (ii) the Promoters shall refund to the Allottee [subject to adjustment and recovery of liquidated damages (which have been agreed by the Parties as ten percent of the Sale Price), interest,

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brokerage fees and all taxes, costs, charges and expenses suffered or incurred by the Promoters, or any other amount which may be payable to the Promoters] within a period of thirty days of the termination, the instalments of Sale Price of the Flat which may till then have been paid by the Allottee to the Promoters, (iii) the Promoters shall be entitled to deal with, resell and/or dispose of the Flat in the manner as the Promoters may deem fit without any intimation, reference or recourse to the Allottee. In the event of termination of this Agreement by the Promoters, if any amount/s have been paid/ reimbursed by the Allottee to the Promoters towards GST or any other imposts, the same shall be refunded by the Promoters to the Allottee subject only upon the same being received by the Promoters from the concerned government/ statutory authorities and only to the extent received.

15. AMENITIES, FIXTURES AND FITTINGS.

The Allottee and the Developer have negotiated the amount payable by the Members herein to the Developer on the basis that the Developer shall provide the New Flat to the Members herein on a 'bare-shell' condition, i.e., devoid of any Members' Amenities, fixtures or fittings and only with the internal walls erected- accordingly, the Members herein shall carry out all interior works to the New Flat at his own costs.

16. POSSESSION OF THE FLAT.

16.1. The Promoters shall give possession of the Flat to the Allottee on or before 31.10.2025 subject to the Allottee having paid all Installments/ amounts payable as per this Agreement. If the Promoters fail or neglect to give possession of the Flat to the Allottee on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by them in respect of the Flat with interest at the same rate as may mentioned in RERA, its rules and regulations, from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

16.2. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the Flat beyond the aforesaid date if the completion of the New Building in which the Flat is to be situated is delayed on account of -

16.2.1. Acts of God including earthquakes, floods, inundations, land-slide, storm, tempest, hurricane, cyclone, lightning, epidemic, pandemic, endemic, declaration of lockdown or containment zones by the authorities, and the resultant effects causing restrictions on movement of workmen or material or delays due to restricted/ reduced functioning of the MCGM/ other authorities, or due to unavailability of labour or material;

16.2.2. any notice, order, rule, notification of the Government and/or other public or competent authority/court or any change in policies of the MCGM/ concerned authorities;

16.2.3. Any shortage or delay in availability or supply of labor, materials or utilities due to causes beyond the control of the Promoters;

16.2.4. delays on account of adoption/ changes to the D.C.P. Regulations;

- 16.2.5. any stay order / injunction order issued by any Court of Law, competent authority, M.C.G.M., statutory authority not on ground of breach of any provision or statute committed by the Promoters;
- 16.2.6. any act beyond the control of the Promoters or which prevent the Promoters from fulfilling their obligations under this Agreement.

17. PROCEDURE FOR TAKING POSSESSION.

- 17.1. The Promoters shall, upon obtaining the Occupancy Certificate from the MCGM and on receiving the payments of all amounts from the Allottee as per this Agreement, and subject to the terms of the Development Agreement, offer in writing the possession of the Flat to the Allottee in terms of this Agreement. The Allottee shall take possession of the Flat within 15 days (and in any event not later than sixty days, but subject to the terms of this Agreement) of the written notice from the Promotor to the Allottee, by executing necessary possession letter, indemnities, undertakings and such other documentation as prescribed in this Agreement or in the Development Agreement or as may be required by the Promoters.
- 17.2. The Allottee agree(s) to pay the maintenance charges of or related to the Flat as determined by the Promoters or by the Society, as the case may be, from the sixteenth day of the notice of the Promoters offering possession of the Flat as aforesaid, irrespective of whether or not the Allottee takes possession of the Flat. In the event the Allottee does not make payment to the Promoters of all amounts due under this Agreement or does not take possession of the Flat from the Promoters, the Promoters shall not be liable for any deterioration of the interiors of the Flat or the amenities/ fixtures provided therein, and the Promoters shall not be liable to repaint/ touch-up the Flat or replace any fixtures/ fittings, all of which shall be the liability of the Allottee alone.
- 17.3. While the electricity meters/ bills and other utility meters/ bills will initially be in the Promoters' name, it shall be the responsibility of the Allottee to get the same changed to his/her/their names at his costs. For the said purpose the Promoters shall co-operate with the Allottee and shall also execute such writings, consent letters as may be required.
- 17.4. The Allottee agrees that the Promoters are entitled to frame rules and regulations inter alia for the maintenance of the New Building and the manner in which interior works/ fit-out works shall be carried out by purchasers/ Allottee of premises in the New Building, and shall sign and execute, without demur, all such writings as may be required by the Promoters in this regard at the time of taking possession of the Flat or at any time thereafter. The Promoter(s) are also entitled to appoint a house-keeping agency for the general upkeep and maintenance of the common areas of the New Building, for which proportionate payments will be required to be made by the purchasers/ Allottee of premises in the New Building. The Allottee agrees to the aforesaid and agrees to pay, without demur or delay, the proportionate contribution towards the fees of the house-keeping agency as decided by the Promoters.

18. CONTINUED WORKS OF BEAUTIFICATION/IMPROVEMENTS. Notwithstanding anything contained herein and notwithstanding that the Promoters may be obtained the Occupation Certificate in respect of the New Building, the Promoters are entitled to carry

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out works within the New Building or in the compound or to the parking systems or in the common amenities/ facilities being provided in the project (whether by way of landscaping, green areas, ornamental plants, lobby improvements & furniture, etc.) so as to enhance the aesthetics or to improve upon the facilities or to ensure a smooth and sustained functioning of the facilities/ equipment. The Allottee is also aware that the interior works to other flats will continue beyond the Occupation Certificate. The Allottee shall not obstruct such work being carried out nor shall he/she/they raise a claim of unfinished work by the Promoters, it being understood and agreed that once the Promoters have obtained the Occupation Certificate of the New Building and have completed the Flat of the Allottee as per this Agreement, the Promoters are entitled to offer in writing the possession of the Flat to the Allottee in terms of this Agreement.

19. DEFECTS' LIABILITY.

19.1. If within a period of five years from the date of the Occupancy Certificate of the New Building, the Allottee bring to the notice of the Promoters any 'structural defect' in the Flat or the New Building then, wherever possible, such defect shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters compensation for such defect in the manner as provided under RERA.

19.2. "Structural defects" or "defects" means defects in the construction of the New Building and shall always exclude wear and tear, loss or damage due to a Force Majeure, defects due to minor changes/cracks in the New Building/ the Flat on account of any variation in temperature/ weather, normal wear and tear or any defects in any branded material which are covered under manufacturer warranties. The Allottee have been informed and are aware that all natural materials, including, marble, granite, natural timber, etc., contain veins and grains with tonal differences, and while the Promoters shall pre-select such natural materials for installation in the New Building and/or the Flat, their non-conformity, natural discoloration, or tonal differences/ variations at the time of installation will be unavoidable, besides which discolouration, reduction in shine/ sheen etc., would take place over time, and the Allottee shall not claims defects for the aforesaid reasons. The Allottee have also been informed and are aware that the warranties of equipment, appliances and electronic items installed in the New Building and/or in the Flat by the Promoters shall be as per the standard warranties provided by the manufacturers/authorized suppliers/authorized service providers and accordingly any defect in such equipment, appliances and/or electronic items and/or in the installation thereof shall be rectified in accordance with the warranties provided by the manufacturers/authorized suppliers/authorized service providers and it is agreed and acknowledged that beyond the manufacturer warranties, annual maintenance contracts with original manufacturers/authorized suppliers/ authorized service providers shall be obtained (i) by the Allottee in respect of the equipment, appliances and/or electronic items installed in the Flat, and (ii) by the Society in respect of the equipment, appliances and/or electronic items installed in the New Building.

19.3. The equipment, appliances and electronic items which form a part of the amenities agreed to be provided in the Flat shall be maintained, serviced and repaired by manufacturers/authorized suppliers/authorized service providers who alone shall be ap-

pointed and engaged for such maintenance, service and repair etc. and if such equipment, appliances and electronic items are maintained, serviced and repaired in any manner by any person other than the manufacturers/authorized suppliers/authorized service providers the Promoters shall not be liable to carry out any repairs or replacements.

19.4. It is understood and agreed that the Promoters shall also not be liable for any defects or damage if the same have been caused by reason of any breach by the Allottee of the terms of this Agreement, or any act of default, negligence, commission or omission by the Allottee and/or by any other owners/ Allottee of premises in the New Building or if the same is a result of any internal/ interior or finishing works carried out by any of the flat-purchasers/ Allottee to their respective flats. Further, such defects liability is subject to the proper use and maintenance of all material/ equipment [including without limitation the elevators, pumps, fire-fighting equipment, air-conditioners (if provided), security systems, parking systems, sanitary-ware, electrical fittings, locking systems, doors, windows, etc.] and proper maintenance contracts being executed and kept subsisting with the manufacturers/authorized suppliers/authorized service providers.

20. **USE OF THE FLAT.** The Allottee shall use the Flat or permit the same to be used only for purpose of residence. If the Allottee has been allotted car-parking spaces under this Agreement, the Allottee shall use the car-parking space(s) only for purpose of parking his vehicle, and such use shall be strictly as per the bye-laws, rules and regulations of the Society.

21. **ADMISSION TO THE MEMBERSHIP OF THE SOCIETY.**

21.1. On receipt of the Occupancy Certificate of the New Building and on the Allottee making payment of all amounts due under this Agreement, the Allottee shall sign all forms, applications, papers, documents and writings as may be required by the Promoters or the Society for admitting the Allottee as members of the Society and shall pay all requisite membership amounts, share money and the Society's corpus contribution. All of the aforesaid shall be forwarded by the Promoters to the Society who shall process and admit the Allottee to the membership of the Society.

21.2. The Corpus payable by the Allottee to the Society in respect of the Flat shall be as per the Development Agreement, and the Allottee agrees and undertakes to pay the same without any demur, failing which possession of the Flat shall be withheld without liability to the Promoter(s).

21.3. The Allottee shall from time-to-time sign and execute the application for membership and all other papers, forms, writings and documents necessary for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoters within 7 (seven) days of the same being made available to the Allottee.

21.4. Considering that the title to the Land vests with the Society as stated in the Recitals hereof, no further vesting documents are required to be executed for transfer of title to the Land in favour of the Society.

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21.5. The Promoters shall be entitled, but not obligated to, join as a member of the Society in respect of unsold premises and parking spaces in the New Building, if any. The Promoters shall not be liable or required to bear and/or pay any amount by way of transfer fees / charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society for the sale / allotment or transfer of the unsold premises and unallotted parking spaces save and except the municipal taxes at actuals (levied on the unsold premises) per month in respect of each unsold/unallotted premises save and except as may be provided in the Development Agreement.

21.6. The Society shall be responsible for the operation and management and/or supervision of the New Building and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

22. TERRACES ATTACHED TO ANY PREMISES. The Promoters have informed the Allottee and the Allottee is/are aware that in terms of the Development Agreement, any open areas/ decks/ sit-outs/ terraces attached to or adjacent to any of the sale premises of the Promoters are for the exclusive benefit of the premises to which such open areas/ decks/ sit-outs/ terraces are attached or are adjacent to and the Promoters can allot the same to the purchasers/ Allottee of such premises. The Allottee expressly agrees that the terraces shall belong to and be for the exclusive use of the owners/ Allottee/ occupants of such premises and forms part of such premises. The Allottee irrevocably and unequivocally agrees and covenants that the terraces that the open areas/ decks/ sit-outs/ terraces as aforesaid shall form part of such of the Promoter's flats as may be decided upon by the Promoter and shall be married to and appurtenant to such flats, and such flat-purchasers shall be exclusively entitled to use, enjoy and occupy the terrace areas to the exclusion of any other flat-holders in the New Building and shall not be a common area, and the Allottee covenants, agrees and undertakes not to lay any claims in respect of such open areas/ decks/ sit-outs/ terraces.

23. PAYMENT OF OUTGOINGS/DEPOSITS BY THE ALLOTTEE-

23.1. Commencing fifteen days after notice in writing is given by the Promoters to the Allottee that the Flat is ready for use and occupation with full Occupation Certificate, with light and water connection together with all the amenities agreed to be provided in the Flat and irrespective of whether the Allottee has/ have taken possession of the Flat or not, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of all outgoing/charges in respect of the Land and the New Building including without limitation local taxes, betterment charges, N.A. Taxes, or other levies by the MCGM/ authorities (applicable/payable after the grant full Occupation Certificate), expenses for electricity, water, common lights, repairs and maintenance, salaries of clerks/ bill collectors/ watchmen/ sweepers/ managers/ lift operators, house-keeping bills, annual maintenance contracts of the elevators/ pumps/ security systems, etc., and all other expenses necessary and incidental to the management and maintenance of the property and the New Building. Until the management of the Land and the New Building is handed over to the Society, the Allottee shall pay to the Promoters such proportionate share of all the outgoing/ dues/ maintenance bills etc., as may be determined by the Promoters. The Allottee shall pay to the Promoters provisional monthly contribution of **Rs.18/- (Rupees**

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Eighteen Only) per square foot of the Total Flat Area per month towards the outgoings/ dues/ maintenance bills etc., regularly by the fifth day of every month in advance and shall not withhold the same for any reason. The amount so paid shall not carry any interest and remain with the Promoters until the management of the Land and the New Building is handed over to the Society and until the Allottee has/ have been admitted to the membership thereof.

23.2. The Allottee shall, at the time of making payment of the last Installment of the Sale Price, pay the Promoters the various deposits and other amounts towards share money and other charges of the Society, proportionate share of taxes, outgoings, and other deposits and charges as specified in the **Fourth Schedule** hereto, and the same shall be utilized by the Promoters as stated in the Fourth Schedule.

24. **RESTRICTIONS ON TRANSFER BY THE ALLOTTEE.** Without first making payment of the Sale Price and all other amounts as per this Agreement, the Allottee shall not be entitled to transfer the Flat or the benefits under this Agreement in favour of any third party without first procuring a written approval from the Promoters in respect thereof. In the event of the Promoters granting such approval, the Allottee shall be required to procure from the intended transferees such writings as stipulated by the Promoters to record that the intended transferees shall make payments of all amounts due, and shall duly perform and discharge all the terms and conditions of this Agreement and shall abide by all the bye-laws, rules and regulations of the Society. Further, a copy of the duly executed agreement recording such transfer shall be furnished to the Promoters within seven working days from the date of execution thereof.

25. **REPRESENTATIONS AND UNDERTAKINGS OF THE PROMOTERS.**

The Promoters hereby represent to the Allottee as follows:

- 25.1. The Society has clear and marketable title with respect to the Land as declared in the title report annexed to this Agreement and that the Promoters have the requisite rights of the Land so as to carry out the development of the Land as per the Development Agreement;
- 25.2. The Promoters have obtained some of the approvals and shall obtain from time to time the balance approvals from the competent authorities to carry out the development of the Land;
- 25.3. There are no encumbrances upon the Land;
- 25.4. There are no litigations pending before any Court of law with respect to the Land. The Flat has not been encumbered by the Promoters;
- 25.5. All approvals, licenses and permits issued by the competent authorities with respect to the redevelopment of the Land are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the redevelopment of the Land shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the redevelopment of the Land;

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- 25.6. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein may prejudicially be affected;
- 25.7. Except as disclosed in this Agreement, the Promoters have not entered into any agreement with any person or party with respect to the redevelopment of the Land which will, in any manner, affect the rights of Allottee to the Flat under this Agreement;
- 25.8. The Promoters confirm that except as disclosed in this Agreement, the Promoters are not restricted in any manner whatsoever from selling the Flat to the Allottee in the manner contemplated in this Agreement;
- 25.9. On completion of the project, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Society subject to the terms of the Development Agreement;
- 25.10. The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever, payable with respect to the project to the competent authorities as per the Development Agreement;
- 25.11. After the Promoters execute this Agreement, they shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee in respect of the Flat.

26. PROMOTERS' RIGHTS OVER UNSOLD PREMISES.

- 26.1. The Promoters shall be at liberty to mortgage or otherwise create a charge on any of the unsold premises or on the development rights without any reference or recourse to the Allottee provided that the same does not in any way materially prejudice the rights of the Allottee in respect of the Flat.
- 26.2. The Allottee confirm(s) that the Promoters are entitled to carry out changes to any of the flats other than the Flat agreed to be sold to the Allottee (whether such changes are due to terms negotiated by the Promoters with other flat-purchasers, or due to change in plans by the Promoters at their discretion or due to such changes being required due to change in laws, policies or as required by the MCGM/ concerned authorities) including without limitation changes in layouts of flats, combining/ amalgamating two or more flats, creating penthouses or duplex or triplex flats, changes in amenities/ fixtures, fittings etc.). The Allottee agree(s) that he/she/they do(es) not have any objection to such changes/ alterations and shall not raise any objection or obstruction in this regard.

27. REPRESENTATIONS AND UNDERTAKINGS OF THE ALLOTTEE. The Allottee for himself with intention to bring all persons into whosoever hands the Flat may come, hereby represent(s), undertake(s), covenant(s) with the Promoters as follows:-

- 27.1. To maintain the Flat at the Allottee' own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken or deemed to have

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been taken, and shall not do or suffer to be done anything in or to the New Building which may be against the rules, regulations or bye-laws, rules or regulations of the Society or local authorities, or change/alter or make addition in or to the New Building and/or the Flat itself or any part thereof without the consent of the Society and the local authorities;

- 27.2. Not to bring into or store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the New Building or so as to cause damage to the compound, lobbies, stairways, elevators or any other common areas of the New Building, or the storing of which goods is objected to by the Society and/or by the concerned authorities- in case any damage, the Allottee shall be liable for the consequences of the breach;
- 27.3. To carry out at his own cost all internal repairs to the Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the New Building or the Flat which may be contrary to the rules and regulations and bye-laws of the Society and/or the concerned authorities. In the event of the Allottee committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequences thereof;
- 27.4. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any additions or alterations of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the New Building and shall keep the sewers, drains and pipes and electrical fittings/ pipes/ wires in the Flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the New Building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat without the prior written permission of the Promoters and/or the Society and the local authorities. In case on account of any alterations being carried out by the Allottee in the Flat (whether such alterations are permitted by the Promoters/ Society / concerned authorities or not) there shall be any damage to the adjoining Premises or to the Flat situated below or above the Flat or to the common areas (inclusive of leakage of water and/or damage to drains) the Allottee shall at his own costs and expenses repair such damage (including recurrence of such damages) and shall be liable for the costs and consequences of the same;
- 27.5. Not to do or permit to be done any act or thing which may render void or voidable insurance, if any, taken in respect of the Land/ New Building or any part thereof or whereby any increased premium shall become payable in respect of insurance, if any, taken in respect of the New Building;
- 27.6. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Flat in the compound or any portion of the Land and the New Building;
- 27.7. Pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposits/ amounts demanded by the concerned local authorities for granting water, electricity or any other service connections to the New Building;

- 27.8. Bear and pay increase in local taxes, water charges, insurance and/or any other levies, if any, which are imposed by the concerned authorities, on account of change of user of the Flat by the Allottee for any purposes other than for purpose for which it is sold (without such payments being construed as absolving the Allottee of his obligation of not changing the user of the Flat or the consequences of such wrongful change of user);
- 27.9. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up and the Allottee has/ have adhered to all terms and conditions of this Agreement and has obtained the prior written consent for the same from the Promoters;
- 27.10. The Allottee shall observe and perform all the rules and regulations of the Society including any additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Land and the New Building and the Flat/ areas therein and for the observance and performance of the rules, regulations and bye-laws of the MCGM and all concerned authorities. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Flat and car-parking spaces and shall pay and contribute regularly and punctually towards the taxes, expenses, all outgoings and dues in accordance with the terms of this Agreement;
- 27.11. The Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the New Building or any part thereof to view and examine the state and condition thereof;
- 27.12. The Allottee shall not to make any internal changes to the Flat that will be in deviation of the building plans sanctioned by the MCGM and/ or which may affect the Occupation Certificate issued by the MCGM or lead to any action being taken by the MCGM against the Society or the Promoters or other premises-owners, and any breach by the Allottee will make the Allottee liable for all costs and consequences including without limitation penalties/ damages/ reimbursement of costs, etc., which will be payable by the Allottee to the Promoters/ Society;
- 27.13. The Allottee shall not to change any grills/ railings provided by the Promoters, and shall not fix any external grills/ railings to any windows or in any manner alter the external elevation of the New Building. The Allottee also agree(s) and undertake(s) that all outdoor units of air-conditioners shall be fixed only within the ducts provided. The Allottee agree(s) and undertake(s) not to enclose or misuse any chajjas;
- 27.14. The Allottee agrees not to change the colour of any balconies of the Flat or enclose any balconies;
- 27.15. The Allottee shall not raise any objection or cause any obstruction to any works being carried out by the Promoters to any of the unsold premises;
- 27.16. The Allottee hereby expressly agree(s) and that the Promoters are entitled to utilize any additional elevation features as may from time to time be permitted by the MCGM and accordingly alter the external elevation/ façade of the New Building,

for which purpose the Promoters are entitled to amend/ revise the plans of the Building, for which the Allottee hereby grants his consent (which consent shall be considered to be of the Allottee as contemplated by RERA);

- 27.17. Any interior works that the Allottee intend to carry out in the Flat and any shifting of furniture/ equipment will be done through proper agencies and with utmost caution so as not to cause any damage to the Flat or the premises/ areas next to/ above/ below the Flat, or to any parts of the common areas/ utilities/ facilities or the rest of the New Building or compound. In the event the Allottee desire(s) to affix/ change tiles, sanitary ware, or any other civil work, the Allottee shall first write to the Promoters giving complete details and the Allottee shall obtain the prior written permission of the Promoters and shall adhere to the rules issued by the Promoters. Notwithstanding the aforesaid, the Allottee shall not change or puncture any plumbing lines/ electric wires/cables;
- 27.18. Any damage caused to any premises below/ next to/ above the Flat or to any parts of the common areas/ utilities/ facilities or the rest of the New Building or compound on account of any movement of material/ equipment to/from the Flat or on account of any work carried out therein shall be made good/ rectified by the Allottee at his costs and to the satisfaction of the Promoters;
- 27.19. As regards any equipment provided by the Promoters in the Flat, the Allottee shall ensure proper use and maintenance of the same and shall have annual maintenance contracts signed with the authorized agencies;
- 27.20. The Promoters are entitled to frame rules and regulations for the manner in which interior works shall be carried out by purchasers/ Allottee of premises in the New Building. The Allottee shall be bound to comply with all such rules and regulations and agree and undertake(s) to sign such rules so framed, without any demur, at the time of taking possession of the Flat or at any time thereafter as and when called upon by the Promoters.
- 27.21. The Allottee shall not lay any claims to any benefits or advantages that may become available to the Promoters under the Development Agreement or due to any changes in law and shall not claim any benefits to additional areas/ floors constructed by the Promoters and shall not raise any objection or cause any obstruction in this regard.

28. RESIDENT STATUS OF THE ALLOTTEE.

- 28.1. **In case of Indian Nationals:** The Allottee represent(s) that he is an Indian Citizen and resident of India as defined under all applicable Indian Laws. The Allottee represents that the Allottee is not a foreign national / foreign national of Indian Origin (“PIO”)/ Non-Resident Indian(s) (“NRI”), and that the provisions of Foreign Exchange Management Act, 1999 (“FEMA”) or any other similar legislation do not apply to the Allottee. In the event of applicability of FEMA to any payment / refund between the Allottee and the Promoters at any time (due to change of circumstances or otherwise), including due to the Allottee status as foreign nationals / foreign nationals of Indian Origin (“PIO”) / Non-Resident Indian; it shall be the responsibility of the Allottee to comply with all the procedures, formalities and conditions that may be prescribed under such applicable law or laws for the time being in force, as also their

statutory amendments, re-enactments, repeals, etc. In such event, the payments/ refunds will be made from/ to the account / channels as permissible in law. It is clarified that this provision shall apply in respect of all payments including those relating to taxes, deposits, outgoings, etc., payable in relation to the Flat or under this Agreement. The Allottee indemnify and keeps fully indemnified the Promoters in relation to the above, including for all consequences that may arise due to any act of omission or commission by the Allottee in that regard.

29. **LOGO(S) INSTALLED BY THE PROMOTERS.** The Promoters are entitled to install their logo(s) and name in/upon one or more places on the exterior of the New Building or any other location on the Land and/or the New Building and the Promoters shall have full, free and complete access to the same for the purpose of repairing, painting, altering or changing the logo and the Allottee shall not obstruct or object or change or remove the logo(s)/ name, so installed, under any circumstances.
30. **NO GRANT OF THE LAND OR NEW BUILDING.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Land and New Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the completion of the project and the handing over of the management to the Society.
31. **BINDING EFFECT.** Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee sign(s) and deliver(s) this Agreement with all the schedules along with the payments due as per this Agreement within 30 (thirty) days from the date of receipt by the Allottee and secondly, appear(s) for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Allottee fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or fails to appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.
32. **ENTIRE AGREEMENT.** This Agreement, along with its schedules and annexures, and writings signed contemporaneously with this Agreement, if any, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondence, arrangements whether written or oral, if any, between the Parties in regard to the Flat. The Allottee agree(s) that this Agreement with any writings signed contemporaneously with this Agreement overrides the information, specifications, amenities, layout, pictures etc. shown / contained in any brochure, advertisement or publicity material in respect of the project and the same cannot and shall not be relied upon in any manner. The Promoters shall not be liable, responsible, obligated and / or required to provide any and / or all such amenities, specifications, etc. as contained in any brochure, advertisement or publicity material. No right of any nature whatsoever shall be construed and / or accrued and / or deemed to have

accrued in favour of any person and / or Allottee from or by virtue of any brochure, advertisements, publicity materials, documents etc.

33. **RIGHT TO AMEND.** This Agreement may only be amended through written consent of the Parties.
34. **APPLICABILITY TO SUBSEQUENT ALLOTTEE.** It is clearly understood and agreed by and between the Parties hereto that all obligations arising hereunder in respect of the Flat and under this Agreement shall equally be applicable to and enforceable against any subsequent Allottee/ transferees of the Flat in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.
35. **METHOD OF CALCULATION OF PROPORTIONATE SHARE.** Wherever in this Agreement it is stipulated that the Allottee has/ have to make any payment, in common with other Allottee in the project, the same shall be in proportion of the Total Carpet Area of the Flat to the total carpet area of all the flats in the New Building.
36. **JOINT ALLOTTEE.** In the event the Allottee are more than one, all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by as per this Agreement, and which shall for all intents and purposes be considered as properly served on all the Allottee.
37. **STAMP DUTY AND REGISTRATION.** Since the Promoters have availed of the concessions in premiums that have been granted by the Government of Maharashtra in February-March 2021, as per the government directives, stamp duty on this Agreement is being borne by the Promoters. The Allottee agrees and undertakes to sign and execute the writings required by the Promoters and/or the MCGM and other authorities (including without limitation the certificate in Annexure-II under the Directive dated 17.02.2021 issued by the MCGM), to record the payment of stamp duty by the Promoters. Registration charges on this Agreement shall be borne by the Allottee.
38. **MISCELLANEOUS.**
- 38.1. **Severability.** If any provision of this Agreement shall be determined to be void or unenforceable under RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 38.2. **Further Assurances.** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 38.3. **Place of Execution.** The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters' office, or at some other place which may be mutually agreed between the Promoters and the

Allottee. The Allottee and/or Promoters shall present this Agreement at the proper registration office within the time limit prescribed by the Registration Act and shall admit execution thereof.

- 38.4. **Notices.** All notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post A.D and/or notified Email ID at their respective addresses specified below:

If to the Allottee-

E-mail address : *(client to provide email Id)*

Postal Address : Vazhappully House, Kothakulam Beach Road,
Valappad, Valapad Beach, Thrissur, Kerala - 680567

If to the Promoters-

E-mail address : legal@sraheja.com

Postal Address : Rahejas, Plot No. 61,
S.V. Road, Khar (West),
Mumbai 400 052,

It shall be the duty of the Allottee and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post and by e-mail failing which all communications and letters posted at the above addresses shall be deemed to have been received by the Promoters or the Allottee, as the case may be.

- 38.5. **Dispute Resolution.** Any dispute between Parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the MAHA-RERA as per the provisions of RERA and the Rules and regulations thereunder.
- 38.6. **Governing Law.** That 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 in Mumbai will have the jurisdiction for this Agreement.
- 38.7. **Permanent Account Numbers.** As required by Rule 114(b) of the Income Tax Rules, the Parties hereto declare that their Permanent Account Numbers are as mentioned below: -
- | | |
|---------------|--------------|
| The Promoters | : AEOFS6962F |
| The Allottee | : AIQPN0369P |
- 38.8. **Incorporation by Reference.** Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.
- 38.9. **Headings.** Headings of clauses contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

THE FIRST SCHEDULE.

(Description of the Land)

Freehold property Plot No. 20 in Suburban Scheme No. VI, bearing C.T.S Nos. (i) C/332 admeasuring 778.9 square meters, (ii) C/333 admeasuring 213.3 square meters, (iii) C/334 admeas-

The Promoters

The Allottee

uring 44.3 square meters and (iv) C/335 admeasuring 23 square meters, admeasuring in the aggregate 1059.5 square meters or thereabouts (as recorded in the Property Register Cards thereof), situated at Perry Cross Road, Bandra (West), Mumbai 400 050, in the Registration District and Sub-District of Mum-bai City and Mumbai Suburban, and bounded as follows-

To the North - By Plot No.19, CTS No. 331;
To the South - By Road
To the East - By Plot No.27, CTS No. 327;
To the West - By Perry Cross Road.

THE SECOND SCHEDULE

[Description of the Flat agreed to be sold to the Allottee]

Flat No. 1601 and 1701 on the 16th and 17th floor (counting from the ground level – 15th and 16th floor respectively) of the New Building named “Avisa” being constructed on the property described in the First Schedule above written.

As per the applicable provisions of RERA, the carpet area of the Flat shall be 2228.84 sq.ft. or thereabouts equivalent to 207.06 square meters on the sixteenth floor (Counting from ground floor – 15th Floor) which excludes the area of the covered sit-out area the area whereof is 218.50 square feet or thereabouts equivalent to 20.29 square meters or thereabouts which have been included in FSI and as part of the Flat in the plans approved by the MCGM); and Flat no.1701 shall be 1812sq.ft. or thereabouts equivalent to 168.33 square meters on the seventeenth floor (Counting from ground floor – 16th Floor) which excludes the area of the covered sit-out area the area whereof is 38.99 square feet or thereabouts equivalent to 3.62 square meters or thereabouts which have been included in FSI and as part of the Flat in the plans approved by the MCGM); thus the total carpet area of the Flat is 4299 square feet or thereabouts (equivalent to 399.38 square metres or thereabouts)

THE THIRD SCHEDULE

Common areas and facilities

Part A –LIMITED/RESTRICTED COMMON AREAS

- Car parking spaces earmarked by the Promoters/ Society for use of certain occupants of the New Building, as per the provisions of this Agreement and the Development Agreement.
- Any terraces/pocket terrace/s earmarked by the Promoters for exclusive use of certain occupants of the New Building.

PART B –GENERAL COMMON AREAS

- Entrance lobbies;
- Stairways of the New Building including the floor landings for the purpose of ingress and egress
- Terrace/s above the topmost habitable floor.
- Fitness Centre, Society office and other common facilities as proposed in the approved plans and/or modified thereafter.
- Refuge areas.

THE FOURTH SCHEDULE*(Agreed Installments of the Sale Price)*

The Sale Price agreed to be paid by the Allottee to the Promoters in respect of the Flat is **Rs.39,27,28,000/- (Rupees Thirty-Nine Crores Twenty Seven Lakhs Twenty Eight Thousand Only)** and is agreed to be paid by the Allottee to the Promoters in the following agreed instalments-

<i>Instalment no.</i>	<i>Amount</i>	<i>Amount (in words) and time of payment</i>
1.	Rs.51,00,205/-	(Rupees Fifty One Lakh Two Hundred and Five Only) by way of earnest money has been paid on or before the execution of this Agreement, the payment and receipt whereof the Promoters hereby admit and acknowledge;
2.	Rs.3,41,72,595/-	(Rupees Three Crores Forty One Lakhs Seventy Two Thousand Five Hundred and Ninety Five Only) shall be paid on or before execution and registration of this agreement;
3.	Rs.5,89,09,200/-	(Rupees Five Crores Eighty Nine Lakhs Nine Thousand Two Hundred Only) shall be paid on 2 nd slab;
4.	Rs.5,89,09,200/-	(Rupees Five Crores Eighty Nine Lakhs Nine Thousand Two Hundred Only) shall be paid on to be paid to the Promoters on 4 th slab;
5.	Rs.5,89,09,200/-	(Rupees Five Crores Eighty Nine Lakhs Nine Thousand Two Hundred Only) shall be paid on 8 th slab;
6.	Rs.4,71,27,360/-	(Rupees Four Crores Seventy One Lakhs Twenty Seven Thousand Three Hundred and Sixty Only) shall be paid on 12 th slab;
7.	Rs.3,92,72,800/-	(Rupees Three Crores Ninety Two Lakhs Seventy Two Thousand Eight Hundred Only) shall be paid on 16 th slab;
8.	Rs.3,14,18,240/-	(Rupees Three Crores Fourteen Lakhs Eighteen Thousand Two Hundred and Forty Only) shall be paid on completion of terrace slab;
9.	Rs.3,14,18,240/-	(Rupees Three Crores Fourteen Lakhs Eighteen Thousand Two Hundred and Forty Only) shall be paid on completion of 20 th slab;
10.	Rs.2,74,90,960/-	(Rupees Two Crores Seventy Four Lakhs Ninety Thousand Nine Hundred and Sixty Only) against the Allottee taking possession of the Flat or within fifteen days of the Promoters intimating the Allottee of the completion of the Flat (after receipt of the Occupation Certificate in respect of the New Building(s), whichever is earlier.
	Rs.39,27,28,000/-	TOTAL

(RUPEES THIRTY-NINE CRORES TWENTY-SEVEN LAKHS TWENTY-EIGHT THOUSAND ONLY)

The Promoters

The Allottee

THE FOURTH SCHEDULE

(Deposits/ amounts payable by the Allottee along with the final Installment of the Sale Price, and utilization of the same by the Promoters)

A. DETAILS OF AMOUNTS PAYABLE BY THE ALLOTTEE-

- A.i) Rs.50,000/- (Rupees Fifty Thousand) as a non-refundable amount towards legal charges; (*To be paid at the time of registration of this agreement*)
- A.ii) Rs.50,000/- (Rupees Fifty Thousand) *plus applicable GST* as a non-refundable deposit towards installation of electric cables, water connections, and other utilities;
- A.iii) Rs.600/- (Rupees Six Hundred) as a non-refundable amount for share money, application, entrance fee of the Society;
- A.iv) Rs.28,55,088/- (Rupees Twenty Eight Lakhs Fifty Five Thousand and Eighty-Eight) *plus applicable GST* as 36 months deposit (@ Rs.18/- per square foot of Total Carpet Area per month) towards proportionate share of taxes, maintenance and other charges;
- A.v) Rs.22,03,000/- (Rupees Twenty Two Lakhs Three Thousand as contribution towards the corpus fund of the Society;
- A vi) Rs. 4,00,000/- (Rupees Four Lakh Only) towards Fit out (Refundable Deposit without interest)

Rs.55,58,688/- TOTAL (RUPEES FIFTY FIVE LAKH FIFTY EIGHT THOUSAND SIX HUNDRED EIGHTY EIGHT ONLY)

B. UTILIZATION BY THE PROMOTERS-

- i) The aforesaid amounts/ deposits shall not carry any interest.
- ii) The Promoters shall utilize the sum referred to in A(i) for meeting all legal costs, charges including the professional cost of their Advocates for preparing and engrossing this Agreement. In respect of the amounts mentioned in A.(i) &A.(ii), the Promoters are not required to and shall not be called upon to render any accounts for the same. The Promoters shall be entitled to utilize the amount mentioned in A.(iv) towards payment of Municipal taxes and other taxes, outgoings, maintenance charges and dues in the event of the Allottee making any default in the payment thereof regularly as agreed to herein by him. The Promoters shall hand over the amounts mentioned in A.(iv) or balance thereof to the Society. In the event of any additional amount becoming payable, the Allottee shall forthwith on demand pay and deposit the difference to the Promoters. The Promoters shall also hand over to the Society the contribution towards a corpus fund mentioned in A.(v) above. In the event of any additional amount becoming payable, the Allottee shall forthwith on demand pay and deposit the difference to the Promoters. Such amounts shall be paid to the Promoter along with the applicable GST thereon.

The Promoters

The Allottee

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day first above set forth.

SIGNED AND DELIVERED by)	<i>Signature</i>	<i>Thumb</i>	<i>Photograph</i>
)		<i>Impression</i>	
the within named “Promoters”)			
)			
M/S. S. RAHEJA LOFTS LLP)			
)			
by the hand of its partner/ authorized signatory,)			
)			
Mr. Ramkrishna S. Raheja)			
in the presence of)			
the following witnesses.....				

1. _____
(Signature & Name)

2. _____
(Signature & Name)

SIGNED AND DELIVERED by)	<i>Signatures</i>	<i>Thumb</i>	<i>Photographs</i>
)		<i>Impressions</i>	
the within named “Allottee”)			
)			
MR. SUHAS NANDAN)			
)			
)			
)			

in the presence of
the following witnesses.....

1. _____
(Signature & Name)

2. _____
(Signature & Name)

The Promoters

The Allottee

RECEIPT

RECEIVED on or prior to the date hereinabove from the within named Allottee a sum of Rs./- (Rupees ..) *less TDS* being the amount agreed to be paid as per Fourth Schedule of this Agreement.

<i>Ch/PO No,</i>	<i>Date</i>	<i>Bank name and Branch</i>	<i>In Favour of</i>	<i>Amount (Rs.)</i>
.				

WE SAY RECEIVED
For M/S. S. RAHEJA LOFTS LLP

Partner/ Auth. Signatory
(Promoters)

The Promoters

The Allottee

Tel : 022-26429564 / 022-26404905

502/503, B Wing,
"36 Turner Road",
Bandra (West),
Mumbai - 400050.

FORMAT – A
(Circular No. 28/2021)



To
Maharashtra Real Estate Regulatory Authority,
Housefin Bhavan, near RBI,
E Block, Bandra Kurla Complex,
Bandra East, Mumbai 400 051.

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to Final Plot No. 20 in Suburban Scheme No. VI, bearing C.T.S Nos. (i) C/332 ad-measuring 778.9 square meters, (ii) C/333 admeasuring 213.3 square meters, (iii) C/334 admeasuring 44.3 square meters and (iv) C/335 admeasuring 23 square meters, admeasuring in the aggregate 1059.5 square meters or thereabouts, situated at Perry Cross Road, Bandra (West), Mumbai 400 050, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban (hereinafter referred as the "Land").

- 1) We have investigated the title of the said Land at the request of **S. RAHEJA LOFTS LLP** (a partnership firm registered under the Limited Liability Partnership Act, 2008, having its registered address at Rahejas, II floor, 61, S.V. Road, Khar (West), Mumbai 400 052) and the following documents i.e.:

i. Description of the Land-

ALL those pieces or parcels of freehold land bearing Plot No. 20 in Suburban Scheme No. VI, bearing C.T.S Nos. (i) C/332 admeasuring 778.9 square meters, (ii) C/333 admeasuring 213.3 square meters, (iii) C/334 admeasuring 44.3 square meters and (iv) C/335 admeasuring 23 square meters, admeasuring in the aggregate 1059.5 square meters or thereabouts (as recorded in the Property Register Cards thereof), situated at Perry Cross Road, Bandra (West), Mumbai 400 050, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, and bounded as follows-

On or towards the North : By Plot No.19, CTS No. 331;
On or towards the South : By Road;
On or towards the East : By Plot No.27, CTS No. 327;
On or towards the West : By Perry Cross Road.

The Promoters

The Allottee

ii. The documents pertaining to the said Land-

The following Agreements/ Indentures:

- a. Form HH dated 2/10/1933 & Form KK dated 3/10/1933
- b. Declaration dated 27/4/1939
- c. Indenture of Mortgage dated 11/5/1939 (registered under Sr.No.2434 of Book 1 on 11/5/1939)
- d. Deed of Extension and further Mortgage dated 19/6/1939 (registered under Sr.No.3287 of Book 1 on 10/7/1939)
- e. Indenture of Mortgage dated 7/7/1939 (registered under Sr.No.3595 of Book 1 on 21/7/1939)
- f. Indentures-
 - (i) dated 14/9/1939 (registered under Sr.No.4573 of Book 1 on 19/9/1939),
 - (ii) dated 18/10/1939 (registered under Sr. No.5552 of Book 1 on 9/11/1939,
 - (iii) dated 4/11/1939 (registered under Sr.No.5601 of Book 1 on 16/11/1939),
 - (iv) dated 5/12/1938, (registered Sr.No.1217 of Book 1 on 14/3/1940), and
 - (v) dated 29/12/1939, (registered under Sr.No.1218 of Book 1 on 14/3/1940,
- g. Probate dated 11/3/1940
- h. Indenture of Reconveyance dated 19/3/1940 (registered under Sr.No.1639 of Book 1 on 10/4/1940),
- i. Indenture of Reconveyance dated 19/3/1940 (registered under Sr. No.1640 of Book 1 on 10/4/1940),
- j. Indenture of Conveyance dated 19/3/1940 (registered under Sr.No.1641 of Book 1 on 10/4/1940),
- k. Indenture of Conveyance dated 29/3/1943 (registered under Sr.No.1739 of Book 1 on 3/4/1943),
- l. Indenture of Conveyance dated 18/1/1960 (registered under Sr.No.466 of Book 1 on 19/1/1960),

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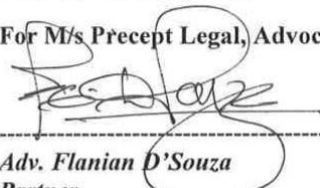
- m. Indenture of Contributory Mortgage dated 16/9/1960 (registered under Sr.No.7100 of Book 1 on 16/9/1960
 - n. Indenture of Transfer of Mortgage dated 24/12/1964 (registered under Sr. No. 3964 of Book 1 on 8/3/1965),
 - o. Indenture of Reconveyance dated 23/1/1967(registered under Sr. No. 342/67 of Book 1 on 23.04.1968 (Certified Copy),
 - p. Indenture of Conveyance dated 23.01.1967 (registered under Sr. No. BND/ 196 of 1967 dated 13.02.1967),
 - q. Indenture of Mortgage dated 31.07.1968 (registered under Sr. No. 3079 of 1968),
 - r. Indenture of Reconveyance dated 01.11.2008 (registered under Sr. No. BDR-15/9485/2008 dated 01.11.2008).
- iii. Property Register Card;
- iv. Search Report for 55 years from 1967 to 2021;
- 2) On perusal of the above-mentioned documents and all other relevant documents relating to title of the said Land we are of the opinion that the title of Lalit Prakash Co-operative Housing Society Limited is clear, marketable and without any encumbrances, subject to our report on title enclosed herewith.

Owners of the said Land- Lalit Prakash Co-operative Housing Society Limited, in respect of the Land bearing Final Plot No. 20 in Suburban Scheme No. VI, bearing C.T.S Nos. (i) C/332, (ii) C/333, (iii) C/334 and (iv) C/335.

- 3) The report reflecting the flow of the title of Lalit Prakash Co-operative Housing Society Limited in respect of the said Land is enclosed herewith as an annexure.

Date: 10th October, 2022.

For M/s Precept Legal, Advocates



Adv. Flanian D'Souza
Partner

www.preceptlegal.in

Tel : 022-26429564 / 022-26404905

502/503, B Wing,
"36 Turner Road",
Bandra (West),
Mumbai - 400050.



FORMAT – A

(Circular No. 28/2021)

FLOW OF THE TITLE OF THE SAID LAND

1. **EPITOME OF TITLE.** The following is the epitome of title of the Land (which information is based on the documents inspected by us or copies of documents furnished to us or details furnished to us)-
 - 1.1. Originally, one Mrs. Alice Brown, widow of one George Brown, was the owner of the Land, having derived title thereto by way of agreement in Form HH dated 2/10/1933 & Form KK dated 3/10/1933 granted in her favour by the concerned authorities. The said Alice Brown, vide Declaration dated 27/4/1939, declared that she was the sole and absolute owner of the Land.
 - 1.2. By an Indenture of Mortgage dated 11/5/1939 between the said Alice Brown, therein referred to as 'the Mortgagor', and one Ganshamdas Lalchand, therein referred to as 'the Mortgagee', and registered in the office of the Sub Registrar of Assurances at Bombay under Sr.No.2434 of Book 1 on 11/5/1939, the said Alice Brown created a charge on the Land by way of a mortgage (herein referred to as the "First Mortgage") on terms and conditions set out therein.
 - 1.3. By way of a Deed of Extension and further Mortgage dated 19/6/1939, between the said Alice Brown therein referred to as 'the Mortgagor' and one Ganshamdas Lalchand, therein referred to as 'the Mortgagee, and registered in the office of the Sub Registrar of Assurances at Bombay under Sr.No.3287 of Book 1 on 5/7/1939, a further charge was created on the said Land and time for repayment was also extended as per terms and conditions set out in the said Deed.
 - 1.4. By an Indenture of Mortgage dated 7/7/1939 between the said Alice Brown, therein referred to as 'the Mortgagor', and one Hormusji Kavasji Suntoke, therein referred to as 'the Mortgagee, and registered in the office of the Sub Registrar of Assurances at Bombay under Sr.No.3595 of Book 1 on 21/7/1939, the said Alice Brown created a charge on the Land by way of a second mortgage (herein referred to as the "Second Mortgage") on terms and conditions set out therein.
 - 1.5. By Indentures dated (1) 14/9/1939 between the said Alice Brown therein referred to as 'the Mortgagor' and one Hormusji Kavasji Suntoke therein referred to as 'the Mortgagee', registered in the office of the Sub Registrar of Assurances at Bombay under Sr.No.4573 of Book 1 on 19/9/1939, (2) 18/10/1939, between

The Promoters

The Allottee

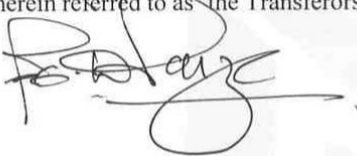
the said Alice Brown therein referred to as 'the Mortgagor' and one Hormusji Kavasji Suntoke therein referred to as 'the Mortgagee', registered in the office of the Sub Registrar of Assurances at Bombay under Sr. No.5552 of Book 1 on 9/11/1939, (3) 14/11/1939, between the said Alice Brown therein referred to as 'the Mortgagor' and one Hormusji Kavasji Suntoke therein referred to as 'the Mortgagee', registered in the office of the Sub Registrar of Assurances at Bombay under Sr.No.5601 of Book 1 on 16/11/1939, (4) 5/12/1938, between the Executrix of the Will of the said Alice Brown, therein referred to as 'the Mortgagor' and one Hormusji Kavasji Suntoke therein referred to as 'the Mortgagee', registered in the office of the Sub Registrar of Assurances at Bombay under Sr.No.1217 of Book 1 on 14/3/1940, and (5) 29/12/1939, between the Executrix of the Will of the said Alice Brown, therein referred to as 'the Mortgagor' and one Hormusji Kavasji Suntoke therein referred to as 'the Mortgagee', registered in the office of the Sub Registrar of Assurances at Bombay under Sr.No.1218 of Book 1 on 14/3/1940, further charges were created on the Land by way of mortgage on terms and conditions set out in the said indentures.

- 1.6. The said Alice Brown died on 16/1/1940 and Probate dated 11/3/1940 was granted to her daughter, one Ena Beardsley, wife of Ronald Frederick Beardsley. As Executrix and Sole Legatee of her Will.
- 1.7. By an Indenture of Reconveyance dated 19/3/1940 between the said Hormusjee Kavasji Suntoke therein referred to as the 'Mortgagee' and the said Ena Beardsley, Executrix of the Will of the said Alice Brown, therein referred to as the 'Executrix', and registered at the office of the Sub Registrar of Assurances at Bombay under Sr.No.1639 of Book 1 on 10/4/1940, the Land was reconveyed to the Executrix on repayment of all amounts due to the Mortgagee on the Second Mortgage and further charges created thereon.
- 1.8. By an Indenture of Reconveyance dated 19/3/1940 between the said Gan-shamdas Lalchand, therein referred to as the 'Mortgagee', and the said Ena Beardsley, Executrix of the Will of the said Alice Brown, therein referred to as the 'Executrix', and registered in the office of the Sub Registrar of Assurances at Bombay under Sr. No.1640 of Book 1 on 10/4/1940 the Land was reconveyed to the Executrix on repayment of all amounts due to the Mortgagee on the First Mortgage and further charge created thereon.
- 1.9. By an Indenture of Conveyance dated 19/3/1940 between the said Ena Beardsley, Executrix of the Will of the said Alice Brown, therein referred to as the 'Executrix', of the First Part, the said Ena Beardsley as Sole and universal Legatee under the Will of the said Alice Brown, therein referred to as the 'Legatee' of the Second Part, and one Dr. Framroze Ratansha Parekh, therein referred to

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as the 'Purchaser' of the Third Part, and registered in the office of the Sub-Registrar of Assurances at Bombay under Sr.No.1641 of Book 1 on 10/4/1940, the said Land was sold and conveyed to the Purchaser therein on the terms and covenants set out therein.

- 1.10. By an Indenture of Conveyance dated 29/3/1943 between the said Dr. Framroze Ratansha Parekh, therein referred to as the 'Vendor' of the First Part, one Chandulal Chhaganlal, therein referred to as 'the Confirming Party' of the Second Part, and one Karim Ghulamhusain and Khatiza, wife of Karim Ghulamhusain, therein referred to as 'the Purchasers' of the Third Part, and registered in the office of the Sub Registrar of Assurances at Bombay under Sr.No.1739 of Book 1 on 3/4/1943, the said Land was sold and conveyed to the Purchasers therein on terms set out therein and the said sale and conveyance was confirmed by the Confirming Party therein.
- 1.11. By an Indenture of Conveyance dated 18/1/1960 between the said Karim Ghulamhusain and Khatiza, wife of Karim Ghulamhusain, therein referred to as the 'Vendors' of the First Part, one Salil Choudhary, therein referred to as 'the Confirming Party' of the Second Part, and one Mrs. Jyoti Choudhary, therein referred to as 'the Purchaser' of the Third Part, and registered in the office of the Sub Registrar of Assurances at Bombay under Sr.No.466 of Book 1 on 19/1/1960 the said Land was sold and conveyed to the Purchaser therein on terms set out therein and the said sale and conveyance was confirmed by the Confirming Party therein.
- 1.12. By an Indenture of Contributory Mortgage dated 16/9/1960 between the said Mrs. Jyoti Choudhary, therein referred to as 'the Mortgagor' of the First Part, and one Shirinbai, wife of Gulamhassan Haji Bachooally, therein referred to as 'the Party of the Second Part' of the Second Part, and one Bashir Gulamhassan Haji Bachooally, therein referred to as 'the Party of the Third Part' of the Third Part (and the said Shirinbai and the said Bashir also together referred to as 'the Mortgagees' therein), and registered in the office of the Sub Registrar of Assurances at Bombay under Sr.No.7100 of Book 1 on 16/9/1960, the said Mrs. Jyoti Choudhary created a charge on the Land by way of a mortgage on terms and conditions set out therein.
- 1.13. By an Indenture of Transfer of Mortgage dated 24/12/1964 between the said Shirinbai, wife of Gulamhassan Haji Bachooally and the said Bashir Gulamhassan Haji Bachooally, therein referred to as 'the Transferors' of the One Part and



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Messrs. Laxmichand Bhagaji, therein referred to as 'the Transferees' of the Other Part, and registered in the office of the Sub Registrar of Assurances at Bombay under Sr.No.3964 of Book 1 on 8/3/1965, the said Mortgage dated 16/9/1960 was transferred to the Transferees therein and all amounts due on the said mortgage was assigned to the Transferees therein.

- 1.14. By an Indenture of Reconveyance dated 23/1/1967 between Messrs. Laxmichand Bhagaji through its partners Chimanlal Khumchand Shah, Harshadlal Khumchand Shah and Suresh Khumchand Shah, therein referred to as 'the Transferees' of the One Part and Mrs.Jyoti Choudhary, therein referred to as 'the Mortgagor', and registered in the office of the Sub Registrar of Assurances at Bombay under Sr.No.342/67 of Book 1 on 23/4/1968, the Land was reconveyed to Mrs. Jyoti Choudhary on repayment of the amounts due on the mortgage dated 16/9/1960.
- 1.15. By an Indenture of Conveyance dated 23.01.1967, made and entered into between Mrs. Jyoti Chaudhary (therein referred to as "the Vendor") of the First Part and Lakshmi R. Tulsiani (therein referred to as "the Confirming Party") of the Second Part and Lalit Prakash Co-operative Housing Society Limited (therein referred to as "the Purchasers" and herein referred to as "the Society"), which is registered with the Sub-Registrar of Assurances bearing Registration No. BND/196 of 1967 dated 13.02.1967, the said Jyoti Chaudhary, at the request and confirmation of the said Lakshmi R. Tulsiani conveyed the said Land unto the Society;
- 1.16. By an Indenture of Mortgage dated 31.07.1968, made and entered into between the Society (therein referred to as the "Mortgagors") of the One Part and Maharashtra State Co-operative Housing Finance Corporation Limited (hereinafter referred to as "MSCHFCL") (therein referred to as the "Mortgagees") of the Other Part, which is registered with the Sub-Registrar of Assurances bearing Registration Serial No. 3079 of 1968, the Society mortgaged the said Land to Maharashtra State Co-operative Housing Finance Corporation Limited (hereinafter referred to as "MSCHFCL") in order to raise finance for the construction of the building named "Lalit Prakash" on the Land (the "Old Structures"). The Old Structures were accordingly constructed on the Land and the flats therein were sold allotted to the members of the Society.
- 1.17. The Society having repaid the loan, the said MSCHFCL reconveyed the Land to the Society by an Indenture of Reconveyance Dated 01.11.2008, which is registered with the Sub-Registrar of Assurances bearing Registration Serial No. BDR-15/9485/2008 dated 01.11.2008.
- 1.18. In the circumstances, the Society is the title-holder of the Land.



2. **DEVELOPMENT RIGHTS-**

- 2.1. By a Development Agreement dated 9th December 2021 (hereinafter referred to as the “**Development Agreement**”), executed by and between the Society, the Society-members therein and the Developers [namely, M/S. S RAHEJA LOFTS, a partnership firm registered under the provisions of the Limited Liability Partnership Act 2008 under LLP Identification No. AAZ-5176 having its registered address at Rahejas, Plot No. 61 S. V. Road, Khar (West), Mumbai 400 052], and registered at the Office of Sub-Registrar of Assurances under Serial No. BDR-4/11359/2021, the Society, for itself and its members, granted development rights in respect of the said Land to the Developers with rights inter alia to demolish the said Old Structures and re-develop the same, as per the floor plans and specifications attached thereto and as may be sanctioned / approved by the Mumbai Municipal Corporation of Greater Mumbai (“**MCGM**”).
- 2.2. Pursuant to the Development Agreement, the Society also executed a Power of Attorney on the same date in favour of the Society, which is duly registered with the Office of Sub-Registrar of Assurances, thereby granting the requisite powers and authority to carry out and complete the development of the said Land.
- 2.3. The Society has made several representations on title as recorded in the Development Agreement, recording inter alia that the said Land is of freehold tenure and free from all encumbrances and that the title to the said Land is clear and marketable and that the Society has in its possession the original title documents of the said Land (which are listed above). We had taken inspection of the aforesaid title documents.
- 2.4. The Society has also executed a Declaration dated 22.01.2022 wherein the Society, through its managing committee members (1) Dr. Murli Keswani, Chairman, (2) Mr. Ashish Talreja, Secretary, (3) Mrs. Jean Fernandes, Treasurer, has declared inter alia that it is absolutely seized and possessed of and well and sufficiently entitled to the Land and that the title thereto is clear and marketable and free from encumbrances.
- 2.5. In terms of the said Development Agreement, the said Developers are entitled to develop the said Land by demolishing the Old Structures and by constructing a new building thereon, by utilising the FSI of the Land, TDR FSI, premium FSI, fungible FSI etc., as per the said Development Agreement. In terms of the Development Agreement, the Developers have the full rights to sell or otherwise deal with all other flats and car-parking spaces (besides the 17 flats of the



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existing Society members and the car-parking spaces reserved for them as per the Development Agreement).

3. A public notice dated 15th November 2021 was issued in newspapers inviting third party claims to the Land within a 14-day period from the issue of the notice. The public notice appeared in 'The Times of India', 'The Free Press Journal' and 'Navshakti'. No claims were received in response to the public notice.

4. **EXCLUSIONS -**

- 4.1. This Report on Title pertains to the right, title, interest and/or entitlement of Lalit Prakash Co-operative Housing Society Limited to the said Land more particularly described in the Schedule hereto.
- 4.2. This Title Report is based on the documents details, information, representations, and clarifications provided to Precept Legal, hence M/s Precept Legal shall not be responsible for any losses, damages, costs or other consequences resulting from relying on this Title Report, if any information material to this Report on Title has been withheld or misrepresented.
- 4.3. M/s. Precept Legal has assumed the authenticity and completeness of all documents submitted to it, the accuracy as to factual matters of each document, authenticity of all signatures and the signatories' authority to sign and their legal capacity.
- 4.4. M/s. Precept Legal has assumed that all the permissions/ orders/ notifications/ sanctions issued or granted or passed by the relevant authorities as mentioned herein, have been passed by issued or granted or passed by following due process of law and we have assumed that all such relevant authorities have exercised their powers in accordance with the applicable laws.
- 4.5. M/s Precept Legal has neither carried out any physical inspection in respect of the said Land nor commented on the development potential of the same, nor has carried out any technical diligence pertaining to the structures on the Land, their plans or approvals or authenticity thereof;
- 4.6. M/s Precept Legal has not conducted any searches before any court of law or before any other authority (judicial or otherwise) to verify whether the said Land is the subject matter of any litigation. M/s. Precept Legal have relied upon the said Declaration of the Society referred to above, confirming that no litigations are pending in any court in respect of the Land.



5. On the basis of the information (which has been gleaned from the copies of the documents furnished to us), the title of the Society to the Land appears to be clear and marketable.

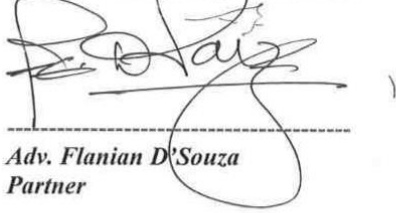
SCHEDULE

ALL those pieces or parcels of freehold land bearing Plot No. 20 in Suburban Scheme No. VI, bearing C.T.S Nos. (i) C/332 admeasuring 778.9 square meters, (ii) C/333 admeasuring 213.3 square meters, (iii) C/334 admeasuring 44.3 square meters and (iv) C/335 admeasuring 23 square meters, admeasuring in the aggregate 1059.5 square meters or thereabouts (as recorded in the Property Register Cards thereof), situated at Perry Cross Road, Bandra (West), Mumbai 400 050, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, and bounded as follows-

On or towards the North : By Plot No.19, CTS No. 331;
On or towards the South : By Road;
On or towards the East : By Plot No.27, CTS No. 327;
On or towards the West : By Perry Cross Road.

Date: 10th October, 2022.

For M/s-Precept Legal, Advocates



Adv. Flavian D'Souza
Partner

महाराष्ट्र शासन

मालमत्ता पत्रक

2265


गाव/पेट : सी बॉर्ड	तालुका/ज.मु.का. : नगर मूलापन अधिकारी,बांद्रा	जिल्हा : मुंबई उपनगर
नगर मूलापन क्रमांक	सिस्टीम नंबर/प्लॉट नंबर	शेज चौ.मी.
332	293.30	सी
धारभाषिकार		शासनाला दिलेल्या आकारमाचा किंवा भाड्याचा तपशिल आणि त्याच्या फेरतपासणीची निवट वेळ
		Included in C/332

सुविधाधिकार	H
हक्काचा मूळ धारक	[Karim Gulam Husain]
वर्ष: 1932	[Khatjabai W/o Karim Gulam Husain]
	[By Purchase for Rs.25000/-dated 29-3-33]
पट्टेदार	
इतर भार	
इतर शेर	

दिनांक	व्यवहार	संठ क्रमांक	नगिन धारक(चा) पट्टेदार(च) किंवा भार	साक्षात्करण
10/02/1951	Conveyance for Rs.3,12,400 From Karim Gulam Husain and other including CTS Nos C/332 and 334, 334		H Mrs. Jyoti Chaudhary	सही- 02/06/1951 C.T.S.O.
16/02/1954	Mortgage to Rs.10000/- 95-9-5A		E श्रीश्रीमंजरी Gulamhusain Haji Bachocally श्रीबाशिर Gulamhusain Haji Bachocally.	सही- 25/02/1954 C.T.S.O.
19/04/1958	ट्रान्झाकर ऑफ फाईट गैज रु. 15000/- 28-12-58		E मैसर्स ,लक्ष्मीचंद भानानी	सही- 04/04/1958 न.मु.अ.
19/04/1958	परफेड 100000/- 23-9-58			सही- 04/04/1958 न.मु.अ.
19/04/1958	खरेदी रु.200000/- 13-2-1958ची चौकरी कट्टीसि.स.नं. C/332, 334, 334		H लक्ष्मी प्रकाश को.श्री हा.सो.लि.	सही- 04/04/1958 न.मु.अ.
19/04/1959	भा.स.च्या 1954 च्या वजन मर्यादे करण्यात आलेले न.हा.स.च्या 9542 अंमलबजावणी करण्यात आलेले व भा.स.च्या नव्या संशोधन कायद्यानुसारचे आकाराचे सुधारित केले.			सही- 29/08/1959 शि.शि.नि.मु.अ.(व) कुलाबा
12/08/1959	विनमोती आकार सि.स.नं. C 332 प्रमाणे.			सही- 20/08/1959 न. मु. अ. अ 3
19/02/1962	वि.शे.सारा/मुद्रावळ न.मु.अ. C/332 प्रमाणे.			सही- 12/02/1962 शि.नि.मु.अ. तथा न.मु.अ.क.मु.त.शि.मुंबई
24/02/2019	भा.जन्मपत्री जापुक्त आणि संघालक भूमि अधिकार (न.राज्य) पुणे यांचेकडील परिचयक क्र.ना.मु.श.पि.प./अधारी नोंद/2019 पुणे दि. 06/2/2019 या इकवील आदेश क्र.न.मु.सी बॉर्ड/फे.अ.प.व.नं. दिनांक 24/02/2019 अन्वये केवळ चौकशी नोंदवहीवरील क्षेत्र व मिळकत पत्रिकेवरील क्षेत्र मेळात असलेले मिळकत पत्रिकेवर नमुद अंकी क्षेत्र अधारी दोन्ही ठेरा पूर्णतः सौम्य दर्जाची चौ.मी. वाचल केले.			फेरफार क्र.3460 प्रमाणे सही- 24/02/2019 न. मु. अ. बांद्रा

दि मिळकत पत्रिका (दिनांक 3/28/2019 12:00:00 AM रोजी) डिजिटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही मिळवाची आवश्यकता नाही. मिळकत पत्रिका डाऊनलोड दिनांक 10/13/2021 9:30:32 AM

कैपता पडताळणी साठी <http://applsbnilekh.mahabhumi.gov.in/DSLH/propertycard> या संकेता स्वाक्षरीवर जाऊन 220450000 9882369 हा क्रमांक वापरावा.



महाराष्ट्र शासन

मालमत्ता पत्रक

2266

गाव/पेठ : शी बॉर्डे	तालुका/ज.मु.का. : नगर भूमापन अधिकारी,बंडा			जिल्हा : मुंबई उपनगर
नगर भूमापन क्रमांक	शिट/प्लॉट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	सारमाधिकार
338			38.30	शी
				आसनाला दिलेल्या आकाराचा किंवा चाड्याचा उपशिल आणि त्याच्या केरतपारशणीची निवट वेळ
				Asst.Included in C/332


सुविधाधिकार	H
हक्काचा मुळ धारक	[Karim Gulam Hussain]
वर्ष: 1952	[Khajisbal W/o Karim Gulam Hussain]
	[By Purchase for Rs.29000/-dated 29-3-53]
पट्टेदार	
इतर धार	
इतर नोंद	

दिनांक	व्यवहार	संद क्रमांक	नविन धारक(चा) पट्टेदार(प) किंवा धार	साक्षात्कृत
10/03/1951	Conveyance for Rs.1,12,000/-From Karim Gulam Hussain and other including CTSNos.C/332,333 and 334		H Mrs.Jyoti Chaudhary	सही- 02/06/1951 C.T.S.O.
19/02/1954	MortgageRs.100000/-16-1-50		E 1)Shirbal GulamhussanHaj Bachooaly 2)Bashir GulamhussanHaj Bachooaly	सही- 26/02/1954 C.T.S.O.
198/04/1950	दानकार ऑक्झार्टपेज रु.११०००/-28-12-58		E मैसूर लखीचंद भागवती	सही- 04/04/1950 न.मु.अ.
98/04/1950	नरत फेड100000/-23-5-58			सही- 04/06/1950 न.मु.अ.
98/04/1950	खेदीखत रु.200000/-13-2-60खेती चौथरी बडगुणि.स.न.स.स.332,333,334		H ललीत प्रकाश को.जी.हा.सो.सि.	सही- 04/06/1950 न.मु.अ.
10/04/1959	भा.स.च्या 1954 च्या पत्रा मागाचे कार्यवाहीत म.त.स.च्या 1954ऑगलव्यावधी कार्यवाहीनुसार व भा स च्या नामे संबंधी कार्यवाहीनुसार अकाराचे रूपांतर केले.			सही- 29/08/1959 वि.नि.मु.अ.(द) कुलाबा
12/02/1989	विनशेती अकार वि.स.न.स. 332 प्रमाणे.			सही- 20/08/1989 न.मु.अ.क.3
98/02/1958	वि.श्री.कार/मुदतवाच न.मु.क.स.332 प्रमाणे.			सही- 12/02/1958 वि.नि.मु.अ.तथा.न.मु.अ.क.मु.उ.वि.मुंबई
31/02/2014	मा.जमावंदी आमुका आणि संचालक भूमि अधिकार (न.राज्य) पुणे अधिकाळीत परिपत्रक क्र.ना.मु.अ/वि.प/असरी नोंद/2014 पुणे दि.१८/2/2014 व इकडील आदेश क्र.न.मु.सी बॉर्डे/धे.389460 दिनांक 31/02/2014 अन्वये केवळ चौकशी नोंदपहीरील क्षेत्र व मिळकत पत्रिकेवरील क्षेत्र मळात असलेले मिळकत पत्रिकेवर नमुद अंकी क्षेत्र असरी कलेखणीस पुर्णक तीन दशांश चौ.मी दाखल केले.			सही- 31/02/2014 न. मु. अ. बंडा

वि. मिळकत पत्रिका (दिनांक 3/31/2019 12:00:00 AM रोजी) डिजिटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही शिक्काची आवश्यकता नाही.

मिळकत पत्रिका डायग्नोस्टिक दिनांक 10/12/2021 9:50:38 AM

पेठत पडताळणी साठी <http://asp.statekh.mahabham.gov.in/DG.FV/propertycard> या संकेत स्थळावर जाताना 220410000985C390 हा क्रमांक वापरावा.



महाराष्ट्र शासन

मालमत्ता पत्रक

2267

गाव/पेट : सी बॉर्डे	तालुका/न.पू.का. : नगर भूमापन अधिकारी, बांद्रा	जिल्हा : मुंबई सपनगर
नगर भूमापन क्रमांक	शेज चौ.मी.	वारभाषिकार
334	१९.२०	सी
आसनाला दिलेल्या आकाराचा किंवा साठ्याचा तपशिल आणि त्याच्या फेरतपासणीची नियत वेळ		Assn Included in C/332

सुविधाधिकार
H
हक्काचा मुळ धारक [Karim Gulam Husein]
वर्ष: १९४८ [Khatjabai W/o Karim Gulam Husein]
[By Purchase Rs.२९०००/-dated २९-३-४३]
पट्टेदार
इतर धार
इतर श्रे

दिनांक	व्यवहार	खंड क्रमांक	गृहिन धारक(या) पट्टेदार(प) किंवा धार	साक्षात्कन
०८/०३/१९६९	Conveyance for Rs.१,१२,५०० From Karim gulam Husein and other including CTS Nos.C-332 to 334		H Mrs.Jyoti Chaudhary	सही- ०८/०६/१९६९ न.पू.अ. बांद्रा
१६/०८/१९६५	Mortgage for Rs.१००००/- १६-९-६०		E श्रीश्रीरंजित Gulamhussan Haji Bachooily.	सही- २६/०८/१९६५ न.पू.अ. बांद्रा
१९/०५/१९६०	ट्रान्झाफर ऑफ मार्ट गेज रु.९१०००/- २६/१२/६४		E मेसर्स लक्ष्मीचंद भाभाजी.	सही- ०५/०६/१९६९ न.पू.अ.
१९/०५/१९६९	परतकेट १०००००/- २३-९-६९			सही- ०५/०६/१९६९ न.पू.अ.
१९/०५/१९६९	खरेदी खत रु.२०००००/- जोती चौधरी कट्टी निस.स.नं.८/३३२ to ३३४ सह		H लक्ष्मी प्रकाश को.ऑ.हा.सो.लि.	सही- ०५/०६/१९६९ न.पू.अ.
१९/०५/१९६९	न.स.च्या १९५६ च्या वजन मापाचे कायद्यालगत म.रा.स.च्या १९५८ अंमलबजावणी कायदानुसार व मा स.च्या नमूने संबंधी कायदानुसार क्षेत्र आकाराचे रूपांतर केले.			सही- २९/०९/१९६९ वि.नि.मि.पू.अ.(द) कुलाबा
१२/०९/१९६९	विनमोती आकार वि.स.नं.८/३३२ प्रमाणे.			सही- २०/०९/१९६९ न.पू.अ. क.३
१९/०२/१९८४	वि.शे.सारा/मुदतवाढ न.पू.क.८/३३२ प्रमाणे.			सही- १८/०२/१९८४ वि.नि.मि.पू.अ. तथा न.पू.अ.क.मु.उ.वि.मुंबई
३१/०८/२०१५	मा.जगाबंदी आयुक्त आणि संचालक भूमि अधिलेख (म.रा.पू) पुणे यांचेकडील परिपत्रक क्र.ना.पू.१/मि.प./असरी नॉट/२०१५ पुणे दि.१८/२/२०१५ व इकडील आदेश क्र.न.पू.सी बॉर्डे/फे.क्र.४५८ दिनांक ३१/०८/२०१५ अन्वये केवळ चौकशी नोंदगहीवरील क्षेत्र व मिल्कत पत्रिकेवरील क्षेत्र मिलात असलेने मिल्कत पत्रिकेवर नमूद अंकी क्षेत्र असरी एकोणीस पूर्वांक दोन दशांश चौ.मी दाखल केले.			फेरकारक रु.५५०० प्रमाणे सही- ३१/०८/२०१५ न.पू.अ. बांद्रा

3 actions were D/F/2015 and 2016 and

हे मिल्कत पत्रिका दिनांक ३/२९/२०१९ १२:००:०० AM रोजी किर्लीटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही शिक्क्याची आवश्यकता नाही.
मिल्कत पत्रिका डाऊनलोड दिनांक १०/१८/२०२१ ३:३८:१५ PM
वैयक्त पडताळणी साठी <http://aspibhilekh.mahabhumi.gov.in/DSLR/propertycard> वा संकेत स्थळावर जाऊन २२०५१०००१९४८४९१ हा क्रमांक वापरावा.



महाराष्ट्र शासन

मालमत्ता पत्रक

2264

माव/पेट : सी नॉट	तालुका/न.पु.का. : नगर मूलापन अधिकारी,वांडा	जिल्हा : मुंबई उपनगर
नगर मूलापन क्रमांक	शिट नंबर/प्लॉट नंबर/नंबर	क्षेत्र चौ.मी.
३३२	७७८.९०	सी
	धारमाधिकार	शासनाला दिलेल्या आकारमाच किंवा भाड्याचा तपशिल आणि त्याच्या फेरतपासणीची निव्वत वेळ
	सी	७९-७५ From १-८-७८ र.९९.१५३-५० सा./१८/७९ पासून

सुविधाधिकार	H
हक्काचा मूळ धारक	[Karim Gulam Hussain]
वर्ष: १९७८	[Khatjabai W/o Karim of Gulam Hussain]
	[By Purchase By २९०००/- dated २९-३-४३]
पट्टेदार	
इतर भार	
इतर जेरे	

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक(या) पट्टेदार(या) किंवा भार	साक्षात्करण
०८/०३/१९६९	Conveyance For Rs.९,१२,५०० From Karim Gulam Hussain and other including C.T.S.No.C-333 to ३३५		H Mrs Jyoti Chaudhary	सही- ०८/०६/१९६९ C.T.S.O.
१६/०८/१९६९	Mortgage to Rs.१००००/- १६-९-६०		E Shrinibai Gulamhussain Haji Bachocally ३Bashir Gulamhussain Haji Bachocally	सही- २६/०८/१९६९ C.T.S.O.
१७/०५/१९६७	हानसकर ऑकमार्टपेज रु.९५०००/- २४-१३-६५		E मैसर्स लक्ष्मीधंद सायानी	सही- ०५/०८/१९६७ न.पु.अ.
१७/०५/१९६७	परत केड १०००००/- २३-१-६७			सही- ०५/०८/१९६७ न.पु.अ.
१७/०५/१९६७	खरेदी रु.२०००००/- १३-२-६७ खोली चौथरी कडून सि.स.नं.८/३३३ to C/३३५		H ललीत प्रकाश को.जी.हा.सो.लि.	सही- ०५/०८/१९६७ न.पु.अ.
१७/०५/१९६९	सा.स.च्या १९६५ च्या वजन मापाने कायद्यालगत म.स.स.च्या १९५८ ऑगलबजावणी कायदानुसार व सा स च्या मापे संमती कायदानुसार क्षेत्र आकाराने रुंधांतर केले.			सही- २९/०७/१९६९ वि.वि.पि.पु.अ.(य) कुलाबा
१७/०७/१९७२	सा.ए.डी.एन.एल कलेक्टर यांचेकडील दु.नं.८/LND/SR II A १५२५०.१०-९-७० प्रमाणे व ताचा पावती २६-९-७० प्रमाणे १६-५५.मि.१६-०५.सा) क्षेत्र सखीत केले.			सही- ३०/०७/१९७२ न.पु.अ.क.३ मुंबई
१२/०७/१९७९	ए.डी.एन.एल तहसीलदार अंधेरी क.२ कडील आदेश क्र.ATN/15A II D १३५दि.२०-३-७९ प्रमाणे सुखरीत विनवोती आकाराची नोंद केली.			सही- २०/०७/१९७९ न.पु.अ.क.३
१७/०३/१९८४	उपविभागीय अधि.मुंबई उप.अ.देश क्र.DUN/LND-A-६६८३/ २०/३/७९ अन्वये सुखरीत विनवोती साधार.र.र.१७३-५० मुदत १-८-७९ पासून न.पु.क.८/३३२ ते ३३५ सह.)			सही- १८/०३/१९८४ वि.वि.पि.पु.अ.तण्ड.न.पु.अ.क.मु.उ.वि.मुंबई
३१/०८/२०१५	सा.प्रमाणेदी आयुक्त आणि संचालक भूमि अधिलेख (म.रा.प.प) पुणे यांचेकडील परिपत्रक क्र.सा.पु.५/मि.व./अक्षरी नोंद/२०१५ पुणे दि.१६/३/२०१५ व इकडील आदेश क्र.न.पु.सी नॉट/पे.३५५५,९ दिनांक ३१/०८/२०१५ अन्वये मिळकत पत्रिकेवर नमूद अंकी क्षेत्र अक्षरी सातले अद्यकालपर पूर्णिक नव दराशा चौ.मी. नमूद केले.			फेरअर क्र.३५६९ प्रमाणे सही- ३१/०८/२०१५ न.पु.अ.वांडा



MUNICIPAL CORPORATION OF GREATER MUMBAI

NO. Ch.E./DP34202109111342678 D.P. Rev. dt. Refer Inward Number: H/W/2021/111342681 Payment Dated 03/09/2021

Office of the Chief Engineer (Development Plan)
Municipal Head Office, 5th Floor,
Annex Building, Fort,
Mumbai - 400 001

DP 2034 Remarks

To,
Mr./Mrs. J T Vatnani
Juhu

Sub: Development Plan 2034 remarks in respect to Land Bearing C.T.S. No(s) 332,333,334 and 335 of BANDRA-C Village situated in H/W Ward, Mumbai.

Ref : Application u/no. H/W/2021/111342681 Payment Chalan No. DP34202109111342678 Dated 03/09/2021 certifying payment of charges made under Receipt no. 18200051808 Dated 03/09/2021

Gentleman/Madam,

With reference to above, Development Plan 2034 remarks sanctioned by GoM in respect of subject land boundaries, shown in blue color boundary on the accompanied plan, are as follows.

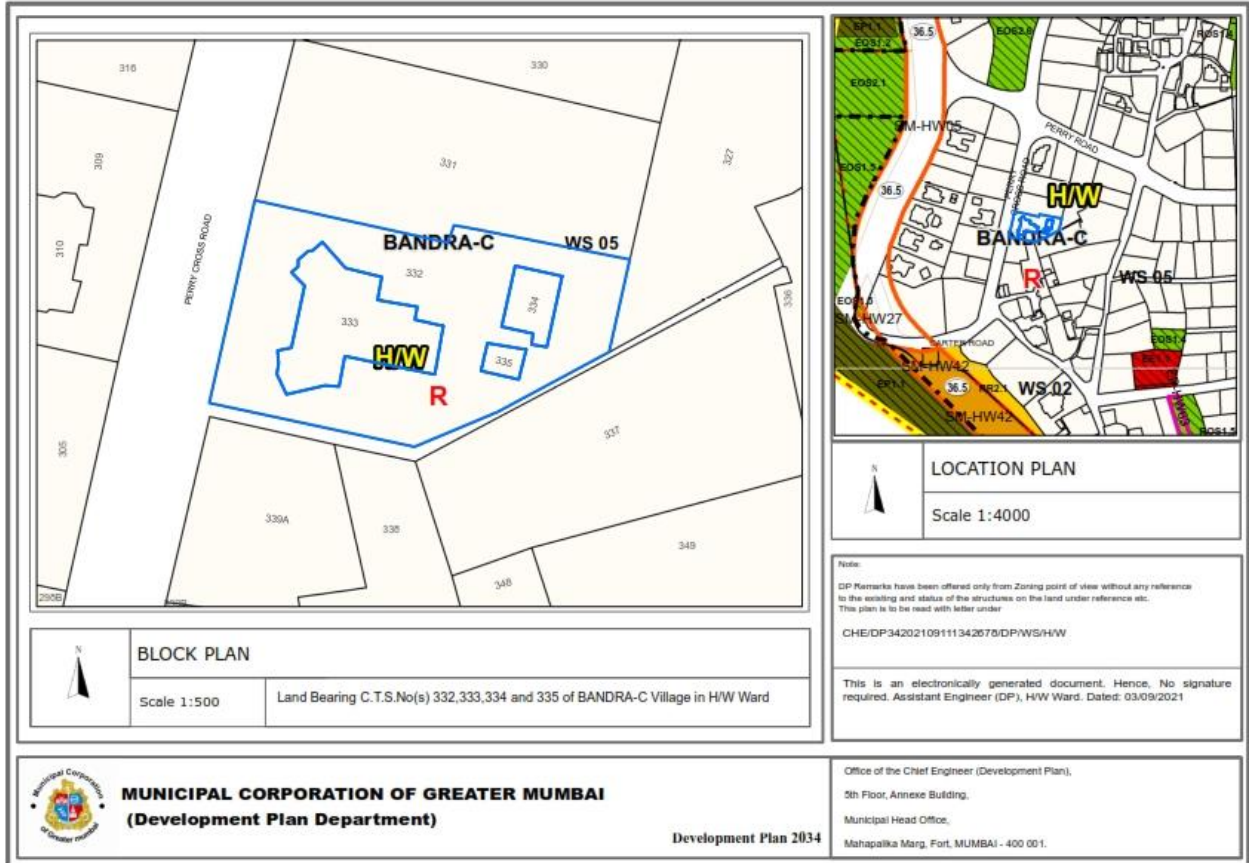
Description	Nomenclature	Remarks
CTS No.	332,333,334 and 335	
Village	BANDRA-C	
Development Plan 2034 referred to Ward	H/W	
Zone [as shown on plan]	Residential(R)	
Sanctioned Roads affecting the Land [as shown on plan]	Existing Road	Present
	Proposed Road	NIL
	Proposed Road Widening	NIL
Reservation affecting the Land [as shown on plan]	NO	
Reservation abutting the Land [as shown on plan]	NO	
Existing amenities affecting the Land [as shown on plan]	NO	
Existing amenities abutting the Land [as shown on plan]	NO	
Whether a listed Heritage building/ site:	Yes / No	
Whether situated in a Heritage Precinct:	Yes / No	
Whether situated in the buffer zone/Vista of a listed heritage site:	Yes / No	
Whether a listed archaeological site (ASI):	Yes / No	
Whether situated in the buffer zone/Vista of a listed archaeological site (ASI):	Yes / No	
Land affected by Coastal Regulation Zone as per CZMP approved u/no. J-17011/8/95-1A.III dt. 19.1.2000	The land under reference falls within the Coastal Regulation Zone (CRZ) as shown in the location plan and development thereof shall be governed as per the Government of India notification under No : SO 114(E) of 19.2.1991 as amended upto date, the HTL (High Tide Line) indicated in DP remark is subjected to confirmation of the same by MCZMA or the appropriate authority. As per sanctioned CZMP, HTL/setback lines with map scale(as shown in	

This is electronically generated report. Hence personal signature is not required.

CHE/DP34202109111342678/DP/H/W

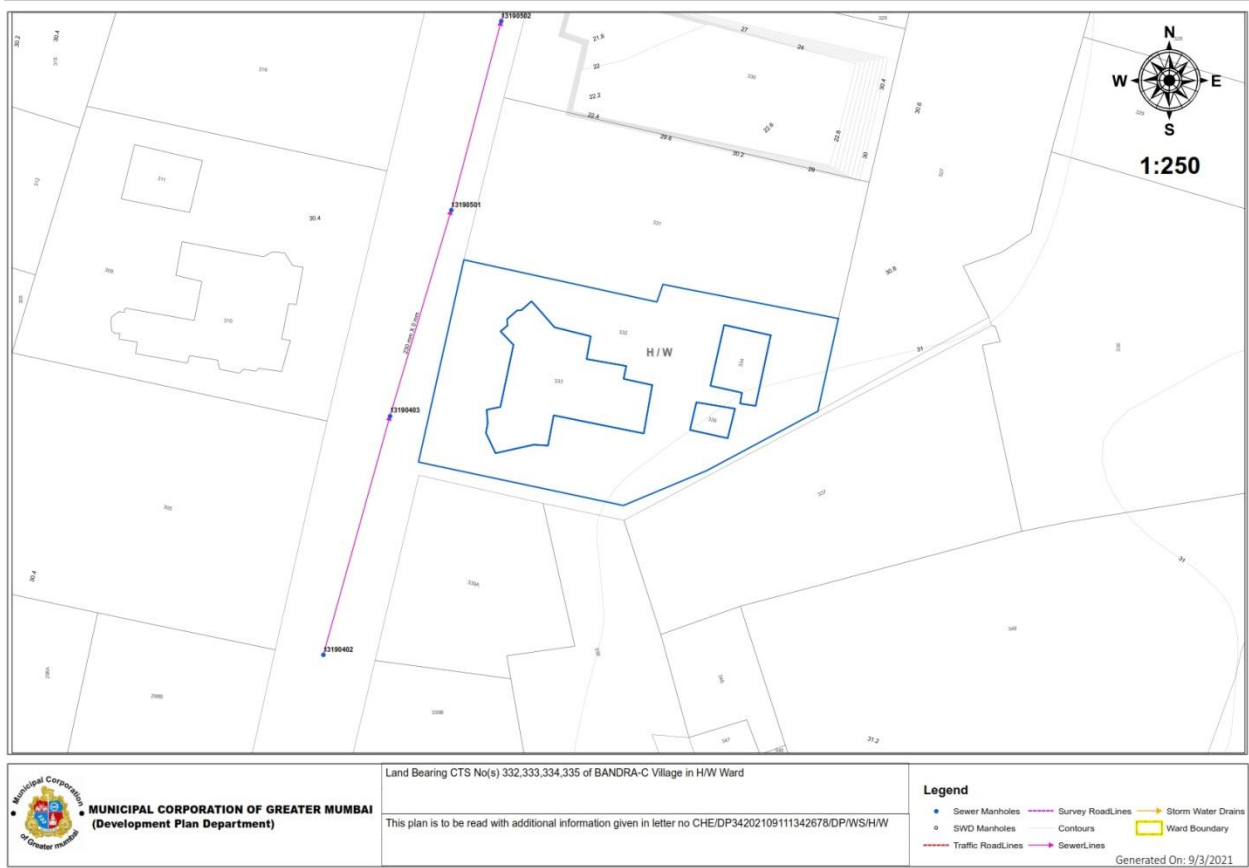
The Promoters

The Allottee



The Promoters

The Allottee



The Promoters

The Allottee

346
Form -----
88

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



MUNICIPAL CORPORATION OF GREATER MUMBAI

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

No. P-9417/2021/(C/332 And Other)/H/W
Ward/BANDRA-C/IOD/1/New

MEMORANDUM

Municipal Office,
Mumbai

To,
Lalit Prakash CHS Ltd.

CTS no. C/332, C/333, C/334 & C/335 of village Bandra, Perry cross road, Bandra (W), Mumbai.

With reference to your Notice 337 (New) , letter No. 7627 dated. 17/11/2021 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed building on plot bearing CTS no. C/332, C/333, C/334 & C/335 of village Bandra, Perry cross road, Bandra (W), Mumbai. CTS/CS/FP No. C/332, C/333, C/334 & C/335 furnished to me under your letter, dated 17/11/2021. I have to inform you that, I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended up to-date, my disapproval by reasons thereof :-

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

- 1 That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding as per D.C. Regulation No.38(27) before starting the work
- 2 That the low lying plot will not be filled upto a reduced level of atleast 28.04 mtr. T.H.D. or 0.15 mtr. Above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled and consolidated and sloped towards road side, before starting the work.
- 3 That the commencement certificate under section 44/69 (1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work
- 4 That the Structural Engineer will not be appointed. Supervision memo as per appendix XI (regulation 5(3) (ix) will not be submitted by him.
- 5 That the structural design and calculations for the proposed work and for existing building showing adequacy thereof to take up the additional load will not be submitted before C.C.
- 6 That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout will not be submitted before C.C.

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No. P-9417/2021/(C/332 And Other)/H/W
Ward/BANDRA-C/IOD/1/New

- 7 That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
- 8 That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.
- 9 That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C. That the requirements of N.O.C. of (i) Reliance Energy /Tata Power, [ii] S.G. [iii] P.C.O., [iv] A.A. & C. (H/W ward), [v] S.P. [vi] S.W.D., [vii] H.E. will not be obtained and the requisitions if any will not be complied with before occupation certificate / B.C.C.
- 10 That the qualified/registered site supervisor through architect/structural Engineer will not be appointed before applying for C.C.
- 11 That "All Dues Clearance Certificate" related to H.E.'s dept. from the concerned A.E.W.W. [H/W Ward] shall not be submitted before applying for C.C.
- 12 That the development charges as per M.R.T.P. (amendment) Act 1992 will not be paid.
- 13 That the requisite premium as intimated will not be paid before applying for C.C.
- 14 That the NOC from Society will not be submitted before C.C.
- 15 That the registered undertaking shall not be submitted for 1. Payment of difference in premium paid and calculated as per revised land rates. 2. agreeing to demolish the excess area if constructed beyond permissible FSI shall not be submitted before asking for C.C.
- 16 That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall be made as and when required by the Insecticide Officer for inspection of water tanks by providing safe but stable ladder, etc. and requirements as communicated by the Insecticide Office shall not be complied with.
- 17 That the Janata Insurance Policy in the name of site and policy to cover the compensation claims arising out of workman's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the construction work
- 18 That the soil investigation will not be done and report thereof will not be submitted with structural design.
- 19 That the building will not be designed with the requirements of all relevant IS codes including IS code 1893 for earthquake design while granting occupation certificate from Structural Engineer to that effect will be insisted
- 20 That no main beam in R.C.C. framed structure shall not be less than 230 mm. wide. The size of the columns shall also not be governed as per the applicable I.S. Codes.
- 21 That all the cantilevers [projections] shall not be designed for five times the load as per I.S. code 1893-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- 22 That the R.C.C. framed structures, the external walls shall be less than 230 mm, if in brick masonry or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No.

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No. P-9417/2021/(C/332 And Other)/H/W
Ward/BANDRA-C/IOD/1/New

CE/5591 of 15.4.1974.

- 23 That the registered undertaking for not misusing the part / pocket terraces, for inadequate height of the parapet wall thereby restricting terrace area for general use by residents and area claimed free of F.S.I. will not be submitted
- 24 That the registered undertaking for water proofing of terrace and Nahani traps shall not be submitted
- 25 That the Indemnity Bond for compliance of I.O.D. conditions shall not be submitted
- 26 That the owner / developer shall not display a board at site before starting the work giving the details such as name and address of the owner / developer, architect and structural engineer, approval no. and date of the layout and building proposal, date of issue of C.C., area of the plot, permissible built up area, built up area approved, number of floors etc
- 27 That the design for Rain Water Harvesting System from Consultant as per Govt. notification under Sec.37 [2] of MR&T.P. Act, 1966 under No.TPB-4307/396/CR-24/2007/UD-11dt.6/6/2007 shall not be submitted.
- 28 That the authorized Pvt .Pest Control Agency to give anti malaria treatment shall not be appointed in consultation with P.C.O.
- 29 That the RUT to sell the tenements/flats on carpet area basis only and to abide by the provision of MOFA (Act) amended upto date and the I.B. indemnifying the MCGM and its employees from any legal complications arising due to MOFA shall not be submitted
- 30 That the debris removal deposit of Rs. 45,000/- or Rs. 22/- per sq.mtr. of the built up area, whichever is less will not be paid before further C.C.
- 31 That the 'Debris Management Plan' shall not be got approved from Executive Engineer [Env.] and the conditions therein shall not be complied with.
- 32 That the N.O.C. from Collector – M.S.D. for excavation of land shall not be submitted
- 33 That the labour welfare tax as per circular No. Dy.Ch.Eng/3663/BP (City) Dt. 30.9.2011 shall not be paid before asking for C.C.
- 34 The developer shall not submit the registered undertaking agreeing to comply with & follow all the rules, regulations, circulars, directives related to the safety of construction labors/workers, issued time to time by the department of building & other construction labours, Government of Maharashtra.
- 35 That the prospective buyer and existing tenants regarding concessions availed for deficiency in open spaces, deficient parking spaces etc. as well as not objecting neighborhood development with deficient open spaces etc. and the clause shall not be incorporated in sale agreement.
- 36 That the R.U.T. stating that Developer/Prop.Society, will not take any objection in future for the development on adjoining plot with deficient open spaces and also condition will be incorporated about deficient open spaces of proposed bldg. in the sale agreement.
- 37 That the Registered Undertaking stating that the conditions of E.E. (T & C) NOC shall not be complied with and to that effect the mechanized parking equipped with safety measures will be maintained permanently in safe condition to avoid any mishap and an indemnity bond indemnifying MCGM and its officers against any litigation, costs, damages, etc. arising out of failure of mechanized system /nuisance due to mechanized system to any person shall not be submitted.
- 38 That the R.U.T. shall not be submitted by the developer stating that fungible compensatory FSI for

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No. P-9417/2021/(C/332 And Other)/H/W
Ward/BANDRA-C/IOD/1/New

rehabilitation component shall not be used for sale component.

- 39 That the registered undertaking shall not be submitted for payment of difference for fungible, open space deficiency or any type of premium retrospectively as & when demanded by M.C.G.M.
- 40 That the RUT shall not be submitted stating that the difference of payment for additional 50% FSI shall be paid and calculated as per the revision of rates by the Government from time to time as per the condition No.5 mentioned in Notification and circular before requesting for C.C.
- 41 That the letter from owner stating that they will accept the refund of additional 50% FSI premium paid, without claiming any interest thereon, if the development proposal is not approved / rejected by M.C.G.M. shall not be submitted
- 42 That the work shall not be carried out between 6.00 am to 10 pm only in accordance with Rule 54(3) of the Noise Pollution (Regulation & Control) Rules, 2000 and the provision of notification issued by Ministry of Environment and Forest department from time to time shall not be duly observed. (as per circular No.ChE/DP/7749/Gen dtd.07.06.2016.
- 43 That the R.U.T. & Indemnity Bond shall not be submitted stating that owner/developer and concerned Lic. Surveyor shall compile and preserve the following documents. a) Ownership documents. b) Copies of IOD, CC subsequent amendments, OCC, BCC and corresponding canvas Mounted plans .c) Copies of Soil Investigation Report. d) RCC details and canvas mounted structural drawings .e) Structural Stability Certificate from Lic. Structural Engineer. f) Structural audit reports. g) All details of repairs carried out in the buildings. h) Supervision certificate issued by Lic. Site Supervisor. i) Building Completion Certificate issued by Lic. Surveyor j) NOC and Completion Certificate issued by C.F.O. k) Fire safety audit carried out as per the requirement of C.F.O. The above documents shall be handed over to the end user/prospective society within a period of 30 days in case of redevelopment of properties and in other cases, within 90 days after granting occupation certificate by the developer. The end user/prospective society shall preserve and maintain the above said documents/plans and subsequent periodical structural audit reports and repair history. Further, the end user/ prospective society shall carry out necessary repairs/structural audit/fire safety audit, etc.at regular intervals as per requirement of C.F.O. A copy of the sample agreement to be executed with the prospective buyers incorporating the above conditions shall not be submitted to this office.
- 44 That all the structural members below the ground shall not be designed considering the effect of chlorinated water, sulphur water, seepage water, etc. and any other possible chemical effect and due care while constructing the same shall not be taken and completion certificate to that effect shall not be submitted from the Licensed Structural Engineer.
- 45 That the R.U.T. shall not be submitted by the owner/developer for maintaining the noise levels as per the norms of Pollution Control Board
- 46 That all the conditions and directions specified in the order of Hon'ble Supreme Court dated 15/03/2018 in Dumping Ground case will not be complied with before starting demolition of structures and/or starting any construction work.
- 47 That adequate safeguards are not employed in consultation with SWM Dept. of MCGM for preventing dispersal of particles through air and the construction debris generated shall not be deposited in specific sites inspected and approved by MCGM.
- 48 That the debris shall not be managed in accordance with the provisions of Construction and Demolition Waste Management Rules 2016 and requisite Bank Guarantee as demanded by MCGM for faithful compliance of Waste/Debris Management plan shall not be furnished before demolition of structures or construction work

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No. P-9417/2021/(C/332 And Other)/H/W
Ward/BANDRA-C/IOD/1/New

- 49 That the R.U.T. shall not be submitted by the developer stating that fungible compensatory FSI for rehabilitation component shall not be used for sale component.
- 50 That the Registered agreement with individual tenant for permanent alternate accommodation shall not be submitted.
- 51 That the work shall not be carried out between 7.00 A.M. to 7.00 P.M. only.
- 52 That the Fungible area statement for the existing tenants shall not be submitted
- 53 That Minutes of meeting, Society GBR for availing benefit of Reg.33(7)B shall not be submitted
- 54 Survey remarks/ Status of road from AE Maint.H/W shall not be submitted

C: CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C

- 1 That the notice in the form of appendix XVI of D.C.R. shall not be submitted on completion of plinth.
- 2 That N.O.C. from Civil Aviation department will not be obtained for the proposed height of the building
- 3 That the debris shall not be transported to the respective Municipal dumping site and challan to that effect shall not be submitted to this office for record.
- 4 That the N.O.C. from A.A. & C. [H/W Ward] shall not be submitted.
- 5 That the plinth stability certificate from R.C.C. consultant shall not be submitted
- 6 That the work-start notice shall not be submitted
- 7 That the testing of building material to be used on the subject work shall not be done and results of the same will not be submitted periodically
- 8 That the quality control for building work / for structural work / supervision of the work shall not be done and certificate to that effect shall not be submitted periodically in proforma.
- 9 That the Janata Insurance Policy and work mans compensation in the name of site or policy to cover the compensation claims arising out of workman's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the construction work.
- 10 That "All Dues Clearance Certificate" related to H.E.'s dept. from the concerned A.E.W.W. [H/W Ward] shall not be submitted before applying for C.C.

D: GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C

- 1 That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, O.H. tank etc. for Nursing home, user will not be provided and that the drainage system or the residential part of the building will not be affected.
- 2 That the completion certificates from: site supervisor, structural engineer (structural stability), rain water harvesting consultant shall be submitted.
- 3 That the dust bin and vermiculture bin will not be provided as per C.E.'s circular No. CE/9297/II dated 26.6.1978
- 4 That the surface drainage arrangement will not be made in consultation with E.E.(S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C.

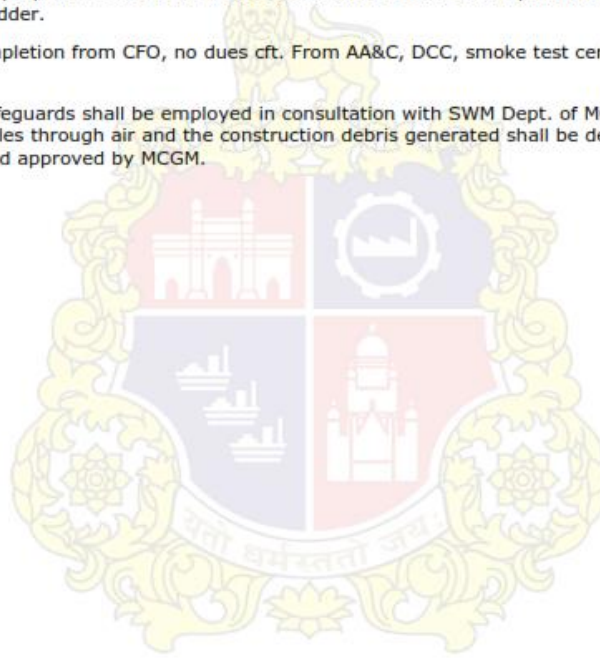
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- 5 That the 10' wide paved pathway upto staircase will not be provided.
- 6 That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon; and will not be leveled and developed before requesting to grant permission to occupy the bldg. or submitting the B.C.C. whichever is earlier.
- 7 That the lift certificates shall be submitted.
- 8 That B.C.C. will not be obtained and IOD and debris deposit etc. will not be claimed for refund within a period of six years from the date of occupation
- 9 That every part of the building constructed and more particularly overhead water tank will not be provided with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 10 That the final completion from CFO, no dues cft. From AA&C, DCC, smoke test certificate shall be submitted.
- 11 That adequate safeguards shall be employed in consultation with SWM Dept. of MCGM for preventing dispersal of particles through air and the construction debris generated shall be deposited in specific sites inspected and approved by MCGM.



No. P-9417/2021/(C/332 And Other)/H/W
Ward/BANDRA-C/IOD/1/New

- () That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.
() That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 12 January day of 2023 but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time In force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

**Executive Engineer, Building Proposals,
Zone, Wards.**

SPECIAL INSTRUCTIONS

1. THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

2. Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.
3. Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-

"Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be-

- a) Not less than, 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be- laid in such street
b) Not less than 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms.)-of such building.
c) Not less than 92 ft. (!TownHall)) above Town Hall Datum.

4. Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.
5. Your attention if further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.
6. Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.
7. One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

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No. P-9417/2021/(C/332 And Other)/H/W
Ward/BANDRA-C/IOD/1/New

8. Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules there under.

Attention is drawn to the notes Accompanying this Intimation of Disapproval.



No. P-9417/2021/(C/332 And Other)/H/W
Ward/BANDRA-C/IOD/1/New

No. EB/CE/ /BS /A/

NOTES

- 1) The work should not be started unless objections are complied with
- 2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- 3) Temporary permission on payment of deposit should be obtained any shed to house and store for construction purpose, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and certificate signed by Architect submitted along with the building completion certificate.
- 4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- 5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- 6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- 7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner/ architect /their contractors, etc without obtaining prior permission from the Ward Officer of the area.
- 8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- 9) No work should be started unless the structural design is approved.
- 10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- 11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to

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avoid the excavation of the road and footpath.

- 12) All the terms and condition of the approved layout /sub-division under No. of should be adhered to and complied with.
- 13) No Building /Drainage Completion Certificate will be accepted non water connection granted (except for the construction purpose) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- 14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- 15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- 16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- 17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 12.5 cubic meters per 10 sq. meters below payment.
- 18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- 19) No work should be started unless the existing structures proposed to be demolished are demolished.
- 20) The Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13 (h) (H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347(1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act 1966, (12 of the Town Planning Act), will be withdrawn.
- 21) If it is proposed to demolish the existing structures by negotiations with the tenant, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-
 - i. Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the areas in occupation of each.
 - ii. Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
 - iii. Plans showing the phased programme of constructions has to be duly approved by this office before

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No. P-9417/2021/(C/332 And Other)/H/W
Ward/BANDRA-C/IOD/1/New

starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.

- 22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first starting the work.
- 23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- 24) The bottom of the over head storage work above the finished level of the terrace shall not be less than 1.20 Mt.and not more than 1.80 mt.
- 25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- 26) It is to be understood that the foundations must be excavated down to hard soil.
- 27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- 28) The water arrangement nut be carried out in strict accordance with the Municipal requirements.
- 29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- 30) All gully traps and open channel drains shall be provided with right fitting mosquito proof made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of lock and the warning pipes of the rabbet pretested with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfections each not exceeding 1.5 mm in diameter. The cistern shall be made easily, safely and permanently accessible be providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms above the top where they are to be fixed as its lower ends in cement concrete blocks.
- 31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- 32) a Louvres should be provided as required by Bye0law No. 5 (b)
b Lintels or Arches should be provided over Door and Windows opening
c The drains should be laid as require under Section 234-1(a)
d The inspection chamber should be plastered inside and outside.
- 33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so as your own risk.

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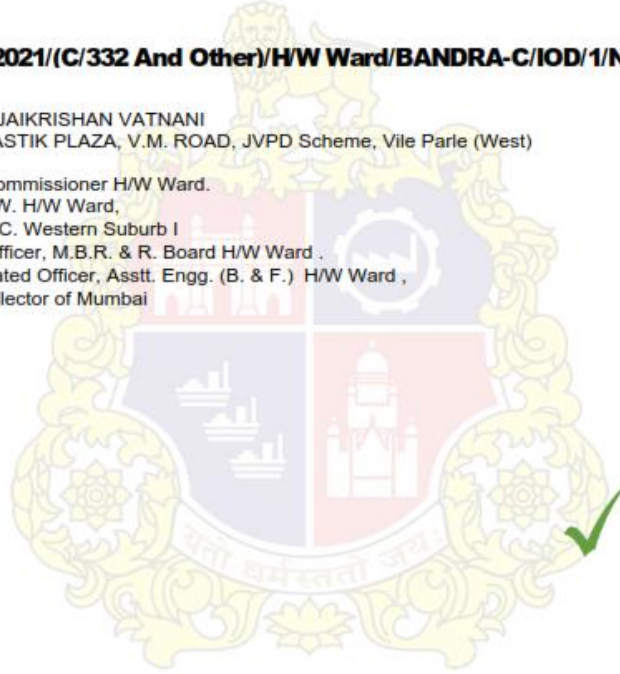
The Allottee

No. P-9417/2021/(C/332 And Other)/H/W
Ward/BANDRA-C/IOD/1/New

**Executive Engineer, Building Proposals
Zones wards.**

P-9417/2021/(C/332 And Other)/H/W Ward/BANDRA-C/IOD/1/New

- Copy To :-
1. NAVIN JAIKRISHAN VATNANI
51,SWASTIK PLAZA, V.M. ROAD, JVPD Scheme, Vile Parle (West)
 2. Asst. Commissioner H/W Ward.
 3. A.E.W.W. H/W Ward,
 4. Dy.A & C. Western Suburb I
 5. Chief Officer, M.B.R. & R. Board H/W Ward .
 6. Designated Officer, Asstt. Engg. (B. & F.) H/W Ward ,
 7. The Collector of Mumbai



Name : Vijay Shankarrao
Tawde
Designation : Executive
Engineer
Organization : Municipal
Corporation of Greater Mumbai
Date : 13-Jan-2022 13: 47:16

C - 3



MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No P-9417/2021/(C/332 AND OTHER)/H/W WARD/BANDRA-C/CC/1/NEW

COMMENCEMENT CERTIFICATE

To,
S RAHEJA LOFTS LLP, C.A. To Owner
Raheja's 62, 2nd floor, S.V.Road, Khar (West),
Mumbai-400052

Sir,

With reference to your application No. **P-9417/2021/(C/332 AND OTHER)/H/W WARD/BANDRA-C/CC/1/NEW** Dated. **17 Nov 2021** 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 **17 Nov 2021** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. **C/332, C/333, C/334 & C/335** Division / Village / Town Planning Scheme No. **BANDRA-C** situated at **Perry Cross road** Road / Street in **H/W Ward** Ward .

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

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

The Municipal Commissioner has appointed Shri. **Exe Engineer (BP) H Ward** Executive Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

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This CC is valid upto 22/9/2023

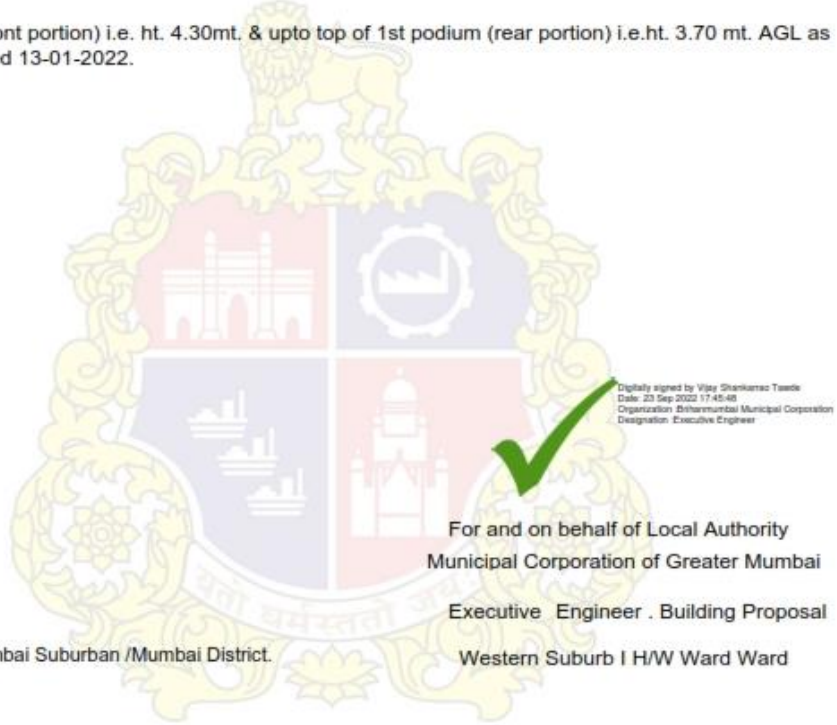
Issue On : 23 Sep 2022

Valid Upto : 22 Sep 2023

Application Number : P-9417/2021/(C/332 AND OTHER)/H/W
WARD/BANDRA-C/CC/1/NEW

Remark :

CC up to top of Stilt (front portion) i.e. ht. 4.30mt. & upto top of 1st podium (rear portion) i.e.ht. 3.70 mt. AGL as per approved plan dated 13-01-2022.



Cc to :
1. Architect.
2. Collector Mumbai Suburban /Mumbai District.

For and on behalf of Local Authority
Municipal Corporation of Greater Mumbai
Executive Engineer . Building Proposal
Western Suburb I H/W Ward Ward

PARKING PLAN TO BE ANNEXED

The Promoters

The Allottee

RERA Certificate

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 :
P51800047928

Project: AVISA BY S RAHEJA , Plot Bearing / CTS / Survey / Final Plot No.: **C/332, C/333, C/334 & C/335 at Andheri, Andheri, Mumbai Suburban, 400050;**

1. **S. Raheja Lofts Lip** having its registered office / principal place of business at Tehsil: **Andheri, District: Mumbai Suburban, Pin: 400052**

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

- ◊ The promoter shall enter into an agreement for sale with the allottees;
- ◊ 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;
- ◊ 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.
- ◊ The Registration shall be valid for a period commencing from **01/12/2022** and ending with **31/10/2025** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- ◊ The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- ◊ That the promoter shall take all the pending approvals from the competent authorities

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 Premanand Prabhu
(Secretary, MahaRERA)
Date:01-12-2022 11:51:56

Dated: **01/12/2022**
Place: **Mumbai**

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

The Promoters

The Allottee