

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** (“**this Agreement**”) is executed at the place and on the date as mentioned in the **Third Schedule** hereunder written.

**BETWEEN**

**AETHON DEVELOPERS PRIVATE LIMITED (PAN NO. AAVCA5295K)** a company incorporated under the provisions of the Companies Act 2013 and having its registered office at 601, 6<sup>th</sup> Floor, Runwal & Omkar Premises CHS Ltd. Off. Eastern Express Highway, Opp. Sion Chunabhatti Signal, Sion, Mumbai 400 022 represented by its Director/Authorized Signatory as mentioned in the **Third Schedule** hereinafter referred to as the “**PROMOTER**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) of the **ONE PART**;

**AND**

**THE ALLOTTEE** (mentioned in the **Third Schedule** hereunder written), (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual, his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF

and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company, its successors and permitted assigns) of the **OTHER PART**

**WHEREAS:**

A. By Deed of Assignment dated 24<sup>th</sup> October, 2024, executed by and between Kansai Nerolac Paints Limited (**KNPL**) as the 'Assignor' of the One Part, and Aethon Developers Private Limited, the Promoter as the 'the Assignee' of the Other Part, registered in the Office of the Sub-Registrar of Assurances at Mumbai-2, vide Serial no. 25264 of 2024 ("**First Leasehold Land Deed of Assignment**"), whereby KNPL has irrevocably and unconditionally assigned and transferred unto the Promoter, free from all encumbrances, claims, disputes, and demands, and with a clear and marketable title, KNPL's leasehold rights admeasuring approximately 1,546 square yards, equivalent to approximately **1,292.65 square metres**, together with compound wall standing thereon, bearing new Survey Nos. 3142(part) and 2767(part) and **Cadastral Survey No. 144(part) of Lower Parel Division**, situate in the City and Island and Registration Sub-District of Bombay (formerly Government land) and now forming part of the Estate distinguished by the consecutive number and letters no. 1 (i and m) portion (now being Plot No. 1 (I and M) portion of the Mahalaxmi Flats Estate) and the short definition "The Flats" contained in Schedule 'C' to the City of Bombay Improvement Trust Transfer Act, 1925), Division Lower Parel and assessed by the Municipality (now known as Brihanmumbai Municipal Corporation) under 'G' Ward No. 1067 (2 and 3), Street no. 72 (a & b), (and now assessed by the Municipal Corporation (now known as Brihanmumbai Municipal Corporation) and Collector of Municipal Rates and Taxes under 'G' Ward nos. 2218 (6-7), 2220 (2-3), 2218 (3), and 2218 (3-A), Street Nos. 319-319-E, 114-F, 114-1, 1216-A, 1216-B, and 1214-AB), situate, lying and being at Lower Parel Division, G/South Ward, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400013 ("**the First Leasehold Land**"), for the residue now unexpired of the term of thirty (30) years commencing with effect from 12<sup>th</sup>

November, 2018 and ending on 11<sup>th</sup> November, 2048, granted under the Land Lease Renewal Consent and for all further period of lease as may be granted by the BMC, at or for the lumpsum consideration and upon the terms and conditions recorded and contained therein;

B. By and under an Irrevocable Power of Attorney dated 24<sup>th</sup> October, 2024, registered in the Office of the Sub-Registrar of Assurances at Mumbai-2, vide Serial no. 25268 of 2024 in favour of Promoter (acting through its Directors and Officers) inter alia granted several powers and authorities to the Promoter in pursuance of the **First Leasehold Land Deed of Assignment** for the development and construction of building/s on the **the First Leasehold Land**.

C. By another Deed of Assignment dated 24<sup>th</sup> October, 2024, executed by and between KNPL as ‘the Assignor’ of the One Part, and the Promoter as ‘the Assignee’ of the Other Part, registered in the office of the Sub-Registrar of Assurances at Mumbai-2, vide Serial No. 25267 of 2024 (“**Second Leasehold Land Deed of Assignment**”), whereby KNPL has irrevocably and unconditionally assigned and transferred unto the Promoter , free from all encumbrances, claims, disputes, and demands, and with a clear and marketable title, KNPL's leasehold rights in the leasehold land admeasuring approximately 7,456 square yards, that is, equivalent to approximately **6,234.16 square metres**, bearing new Survey No. 2768(part) and forming part of **Cadastral Survey No. 4/71 of Lower Parel Division**, situate on and being Plot Nos. 1(G)(part) and 1(I) (part) of the Mahalaxmi Flats Estate formerly of The Trustees for the Improvement of the City of Bombay and now of the Municipal Corporation of the City of Mumbai in the City and Island and Sub-Registration District of Bombay, and assessed by the Corporation (now known as Brihanmumbai Municipal Corporation) and Collector of Municipal Rates and Taxes under ‘G’ Ward No. 2218 (1A), Street No. 1214aa (now Street No. 1214), situate, lying and being at Lower Parel Division, G/South Ward, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400013 (“**Second Leasehold Land**”), for the residue now unexpired of the term of nine hundred and ninety-nine (999) years commencing with effect from 15<sup>th</sup> May, 1933, granted under the 1937 Indenture of Lease subject to the assignment approvals and for all further

period of lease as may be granted by the BMC, at or for the lumpsum consideration and upon the terms and conditions recorded and contained therein;

D. By and under an Irrevocable Power of Attorney dated 24<sup>th</sup> October, 2024, registered in the Office of the Sub-Registrar of Assurances at Mumbai-2, vide Serial no. 25269 of 2024 in favour of Promoter (acting through its Directors and Officers) inter alia granted several powers and authorities to the Promoter in pursuance of the **Second Leasehold Land Deed of Assignment** for the development and construction of building/s on the **the Second Leasehold Land**.

E. By Deed of Conveyance dated 24<sup>th</sup> October, 2024, registered in the Office of the Sub-Registrar of Assurances at Mumbai -2, vide Serial no. 25265 of 2024 (**“First Freehold Land and Second Freehold Land Deed of Conveyance”**), made by and between KNPL as ‘the Vendor’ of the One Part, and the Promoter herein as the ‘Purchaser’ of the Other Part, whereby KNPL sold, conveyed, transferred and assigned, the freehold land (earlier Government Foras tenure) admeasuring approximately 4,214 square yards, that is, equivalent to approximately **3,523.44 square metres** (area of this land and First Leasehold Land aggregate to 4,926.45 square metres as per city survey records), with the messuages, tenements and buildings earlier standing thereon, bearing Collector's old nos. 84, 297 and 696, Collector's New Nos. A/11987 and 12311, new Survey No. 1/2766, **Cadastral Survey No. 144 of Lower Parel Division**, and in the books of the Corporation (now Brihanmumbai Municipal Corporation) and Collector of Municipal Rates and Taxes under Ward G Nos. 2118(6), 2118(7) and 2220(2), and Street Nos. 1114 (E), 1114 (F) and 1216(A), situate, lying and being on the Southern side of Fergusson Road, and in the Island and Sub-Registration District of Mumbai, registered in the Books of the Collector of Land Revenue, situate, lying and being at Lower Parel Division, G/South Ward, Ganpatrao Kadam Marg, Lower Parel, Mumbai:- 400 013 (**“First Freehold Land”**) and the freehold land admeasuring approximately 968.97 square yards, that is, equivalent to approximately **810.20 square metres**, and registered in the books of the Collector of Land Revenue, bearing **Cadastral Survey No. 1/284 of Lower Parel Division**, and in the Books of the Collector of

Municipal Rates and Taxes under G Ward No. 2218(3), Street No. 1214B, situate, lying and being at Fergusson Road, in the Registration Sub-District of Bombay in the City and Island of Bombay, together with all rights, easements, advantages, and appurtenances whatsoever thereto or to any part thereof belonging or with the same, situate, lying and being at Lower Parel Division, G/South Ward, Ganpatrao Kadam Marg, Lower Parel, Mumbai:- 400 013 (“**Second Freehold Land**”), with the quiet, vacant, peaceful physical possession thereof unto the Promoter , at or for the lumpsum consideration and upon the terms and conditions recorded and contained therein;

F. By and under an Irrevocable Power of Attorney dated 24<sup>th</sup> October, 2024, registered in the Office of the Sub-Registrar of Assurances at Mumbai-2, vide Serial no. 25270 of 2024 in favour of Promoter (acting through its Directors and Officers) inter alia granted several powers and authorities to the Promoter in pursuance of the **First Freehold Land and Second Freehold Land Deed of Conveyance** for the development and construction of building/s on the **the First Freehold Land and Second Freehold Land**.

G. By Deed of Conveyance dated 24<sup>th</sup> October, 2024, registered in the office of the Sub-Registrar of Assurances at Mumbai-2, vide Serial no. 25266 of 2024 (“**Third Freehold Land Deed of Conveyance**”), made by and between KNPL as ‘the Vendor’ of the One Part, and the Promoter herein as ‘the Purchaser’ of the Other Part, whereby KNPL sold, conveyed, transferred and assigned, the land (earlier foras tenure) admeasuring approximately 6,000 square yards, that is, equivalent to approximately **5,016.76 square metres**, then bearing Collectors old nos. 320, 321, and 322, and Collectors new nos. A/12354(part) and 12357(part), corresponding to new Survey no. 2765(part), and assessed by the Bombay Municipality (now Brihanmumbai Municipal Corporation) under G ward nos. 2020(3) and 2221(1) (now being G ward no. 2220(3)), and Street no. 1216 B Fergusson Road, **Cadastral Survey no. 1/145 of Lower Parel Division**, at Fergusson Road without the fort and in the Registration Sub-District of Bombay, situate, lying and being at Lower Parel Division, G/South Ward, Ganpatrao Kadam Marg, Lower Parel, Mumbai:- 400 013 (“**Third Freehold Land**”), together with the benefit of the right of way over 40 feet wide passage leading from Fergusson Road to the aforesaid

land (“**Third Freehold Land Right of Way**”), with the quiet, vacant, peaceful physical possession thereof, together with the benefit of the Third Freehold Land Right of Way to the Promoter , at or for the lumpsum consideration and upon the terms and conditions recorded and contained therein;

H. By and under an Irrevocable Power of Attorney dated 24<sup>th</sup> October, 2024, registered in the Office of the Sub-Registrar of Assurances at Mumbai-2, vide Serial no. 25271 of 2024 in favour of Promoter (acting through its Directors and Officers) inter alia granted several powers and authorities to the Promoter in pursuance of the **Third Freehold Land Deed of Conveyance** for the development and construction of building/s on the **the Third Freehold Land**.

I. Deed of Conveyance dated 24<sup>th</sup> October, 2024, registered in the Office of the Sub-Registrar of Assurances at Mumbai -2, vide Serial no. 25266 of 2024 (“**Third Freehold Land Deed of Conveyance**”), made by and between KNPL as the ‘Vendor’ of the One Part, and ADPL as the ‘Purchaser’ of the Other Part, whereby KNPL sold, conveyed, transferred and assigned, the Third Freehold Land, with the quiet, vacant, peaceful physical possession thereof, together with the benefit of the Third Freehold Land Right of Way to ADPL, at or for the lumpsum consideration (which ADPL has duly paid to KNPL in full as mentioned therein), and upon the terms and conditions recorded and contained therein; (E) Deed of Conveyance dated 24<sup>th</sup> October, 2024, registered in the Office of the Sub-Registrar of Assurances at Mumbai City-2, vide Serial no. 25401 of 2024 (“**Building Deed of Conveyance**”), made by and between KNPL as the ‘Vendor’ of the One Part, and ADPL as the ‘Purchaser’ of the Other Part, whereby KNPL sold, conveyed, transferred, assured, and assigned, the Building, with the entire and complete ownership right, title, and interest of KNPL, with the quiet, vacant, peaceful physical possession thereof to ADPL, at or for the lumpsum consideration (which ADPL has duly paid to KNPL in full as mentioned therein), and upon the terms and conditions recorded and contained therein.

J. Pursuant to above the Promoter is entitled to the said Freehold Lands aggregating to 9350.42 sq. mtrs. and the said Leasehold Lands aggregating

to 7526.81 sq. mtr. aggregating to 16877.23 sq.mtrs (as per property registered card 16987.57 sq.mtrs) hereinafter referred to as the “**Larger Land**”)

- K. Pursuant to above, the Promoter is entitled to construct various buildings on the Larger Land. The Promoter is undertaking the development of the Larger Land as a single layout for residential/commercial use with in a phase-wise manner as per the permissions/approvals granted/ to be granted by the concerned authorities from time to time.
- L. The Promoter proposes to carry out construction on the Larger Land by consuming such FSI/TDR as may be available in any form, from time to time, upon the said Land/Larger Land if any, or due to change in the applicable law or policy of Bombay Municipal Cooperation (BMC), or otherwise, on any other portion of the land comprising the said Larger Land, as the case may be. The Promoter has prepared a proposed master layout showing the development proposed on the said Land (“**Proposed Master Layout**”). The Proposed Master Layout has been uploaded on <https://maharera.mahaonline.gov.in>. In relation to this, the Promoter is entitled to amend, alter, modify and/or substitute the Proposed Master Layout, in full or in part, as may be required/ permissible including due to any change in the applicable law from time to time.
- M. It is clarified that the Promoter will be entitled to develop, transfer, dispose of, use, operate, manage and otherwise monetise the Project (as defined hereinafter) and other developments on the Larger Land in the manner it deems fit and proper and the Allottee will have no right to raise any objection/dispute with regard thereto. The Promoter, at its sole discretion, shall be entitled to formulate such rules and regulations or impose such terms and conditions as may be necessary for the use and operation of the aforesaid development as it may deem fit and proper.
- N. It is further clarified that the Area under amenity may get altered/ changed/ revised as per the amendment in plans/regulations from time to time. The Allottee shall not raise any dispute and/or objection with respect to the same against the Promoter.

O. The Promoter shall be in the process of developing and constructing a residential building/tower known as “**RUNWAL RAAYA – TOWER 2**” (“**Project Building**”) more particularly shown on the plan annexed hereto and marked as **Annexure “A”**, on a portion of the Larger Land admeasuring about **4681.31 square meters** (plinth area) (“hereinafter referred to as the **Project Land**”) and more particularly described in the **First Schedule - Part II** hereunder written.

P. The Promoter shall be entitled to designate any spaces/areas in the Larger Land or Project Land for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the allottees in the Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructures such as cables, pipes, wires, meters, antennae, base sub– stations, towers etc.

Q. The scheme and scale of development proposed to be carried out by the Promoter on the Larger Land will be as set out in the Proposed Master Layout, as amended and approved by the concerned authorities from time to time;

R. The Promoter shall be entitled to put hoarding/boards of their Brand Name or such other hoardings/boards for advertisement purposes in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Larger Land and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time, at all times. The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free unconditional right of way and means and access to such place or places for the purpose of repair, maintenance, painting or changing the logo/ signs. The Allottee confirm that they shall not object to the same.

S. As per the statutory approvals the Promoter is required to hand over certain stipulated percentage of the Larger Land (in addition to Area under Reservation) to the concerned authorities as amenity/s and/or to develop the

same as public amenities. The Promoter shall determine and identify the portion and location of the same on the Larger Land to be handed over for complying with the terms and conditions of statutory approvals.

- T. The nature of development of the Larger Land will be residential/commercial use development as may be permissible under applicable law from time to time and shall be carried out in a phase wise manner.
- U. The Promoter would be entitled to amalgamate/aggregate any contiguous land parcel with the Larger Land, as provided under the Proviso to Rule 4(4) of the RERA Rules (defined below).
- V. The Promoter will be entitled to develop the Larger Land by itself or in joint venture with any other person and will also be entitled to mortgage and charge the Larger Land and the structures to be constructed thereon from time to time.
- W. The Project Building is proposed as a “real estate project” by the Promoter to be known as “**RUNWAL RAAYA-TOWER 2**” and has been registered as a ‘real estate project’ (“**the Project**”) with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the 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 (“**RERA Rules**”). The Authority has duly issued a Certificate of Registration bearing No. \_\_\_\_\_ dated \_\_\_\_\_ (“**RERA Certificate**”) and a copy of the RERA Certificate is annexed and marked as **Annexure “B”** hereto.
- X. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates, Planning and Architectural consultants, as deemed fit. The Allottee has agreed and consented to the development of the said Land in a phase-wise manner. The Allottee has also examined all documents recited hereinabove and the documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

Y. The principal and material aspects of the development of the Project as sanctioned under the RERA Certificate, are briefly stated below:

- (i) The name of the Project shall at all times be known as "**RUNWAL RAAYA-TOWER 2**". The Project shall consists of 1 residential building (**Project Building**).
- (ii) The details of the Project Building are as specified in the **Fourth Schedule** hereunder written and as set out in the sanctioned plan in Annexure- A hereto.
- (iii) The Project shall comprise units/premises consisting of apartments and flat/s and tenement/s as per the details provided on RERA website;
- (iv) The Promoter will develop certain common areas and amenities as part of the Project. The common areas and amenities provided in the Project for the benefit of the allottees of the Project are listed in the **Second Schedule** hereunder written ("**Project Common Areas and Amenities**").
- (v) The Promoter may develop certain common areas and amenities on portions of the said Land which may be utilised by the Allottee as well as the other allottees of the other Project on the Larger Land, more particularly listed in the **Second Schedule** hereunder written ("**Larger Land Common Areas and Amenities**").
- (vi) The Promoter shall be entitled to put hoarding/boards of their Brand Name or such other hoardings/boards for advertisement purposes in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Larger Land and/or the Project and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time, at all times. The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free unconditional right of way and means and access to such place or places for the purpose of repair,

maintenance, painting or changing the logo/ signs. The Allottees confirm that they shall not object to the same.

(vii) The Promoter shall be entitled to designate any spaces/areas in the Project (including on the terrace and/or at the basement levels of the Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee and other allottees of apartments/flats in the Project. Such designation may be undertaken by the Promoter on lease, leave and license basis and/or any other method as deemed fit and proper. For this purpose, the Promoter may lay and provide the necessary infrastructures such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.

(viii) The details of formation of the Society and conferment of title upon the Society with respect to the Project, are more particularly specified in Clauses 17 and 18 below.

(ix) The BMC has sanctioned/ approved the IOD/building plans of the Project dated 10<sup>th</sup> December 2024 and has also issued a Commencement Certificate (“CC”) vide **No. P-20221/2024/(4/71 And Other)/G/South/LOWER PAREL/CC/1/New** dated 4<sup>th</sup> April 2025. Copy of the Permission/ and CC is annexed hereto and marked **Annexure “C AND D respectively”** hereto. Approvals/ Commencement Certificate as and when sanctioned/amended by TMC from time to time with respect to the Project, shall be uploaded on RERA website.

The above details along with the annexures to the RERA Certificate, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

Z. The Allottee/s is/are desirous of purchasing residential premises forming part of the Project (hereinafter referred to as “**the said Premises**”), details whereof, are more particularly described in the **Third Schedule** hereunder written.

- AA. The Promoter has entered into standard agreement/s with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.
- BB. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Project.
- CC. The Promoter has the right to sell the said Premises in the Project to be constructed by the Promoter and to enter into this Agreement with the Allottee of the Premises and to receive the sale consideration in respect thereof.
- DD. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Larger Land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under RERA and the Rules and Regulations made thereunder, including *inter-alia* the following: -
  - (i) All approvals and sanctions issued by the competent authorities for the development of the Project including layout plans, master plan, approved plans, building plans, floor plans, change of user permissions, C.C., Parking Plans, MOEF EC, etc. and such other documents as required under Section 11 of RERA;
  - (ii) All title documents by which the Promoter has acquired the right and entitlement to develop the said Land;
  - (iii) All the documents mentioned in the Recitals hereinabove;
  - (iv) Title Report dated 3<sup>rd</sup> April 2025 issued by Advocate Amit Chougule (“**Title Certificate**”), certifying the right/entitlement of the Promoter, a copy whereof is annexed hereto and marked as **Annexure “E”**; and
  - (v) The certified true copies of the Property Card for the Larger Land are annexed hereto and collectively marked as **Annexure “F”**.

EE. The copy of the approved floor plan of the said Premises (“**the said Approved Floor Plan**”) is annexed and marked as **Annexure “G”** hereto. The copy of the proposed floor plan of the said Premises is also annexed and marked as **Annexure “H”** hereto (“**the said Proposed Floor Plan**”). The said Approved Floor Plan and Proposed Floor Plan are uploaded on RERA. The Allottee is aware that the Promoter is in the process of getting the Proposed Floor Plan sanctioned/approved, from the concerned authority. Upon such Proposed Floor Plan getting approved by the authority, the same shall be uploaded and updated as the Approved Floor Plan on RERA website and shall thereupon be deemed to form part and parcel of these presents. The Allottee has checked, confirmed and accepted the said Proposed Floor Plan and undertakes not to raise any dispute with regard thereto. The Allottee further agrees and confirms that the Promoter shall not be required to obtain any further consent of the Allottee in respect thereof.

FF. While sanctioning the plans, approvals and permissions as referred to hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project and upon due observance and performance of which only, the Occupation Certificate in respect of the Project shall be granted by the competent authority.

GG. Further, (i) the requisite approvals and sanctions, for development of the Project from the competent authorities are obtained and/or are being obtained, and (ii) all approvals and sanctions from other relevant statutory authorities as may be required for development of the Project are applied for and/or in process of being obtained and/or obtained by the Promoter. The Promoter has accordingly commenced construction of the Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.

HH. Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Project Land and the Larger Land, and such title being clear and marketable; (ii) the approvals and permissions (including plans and CC)

obtained till date and (iii) the Promoter's entitlement to develop the Project Land and the Project and to construct the Project thereon as mentioned in this Agreement and applicable law and to sell the premises therein. The Allottee undertake(s) that he/she/it/they has/have verified with his/ her/ its/ their financial advisor and confirm(s) that the Allottee has/have the financial capability to consummate the transaction.

- II. The carpet area of the said Premises as defined under the provisions of RERA, is mentioned in the **Third Schedule** hereunder written.
- JJ. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- KK. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Premises upon the terms and conditions mentioned in this Agreement and at or for the price more particularly mentioned in the **Fifth Schedule** hereunder written ("Sale Consideration") payable by the Allottee to the Promoter in the manner set out in the **Fifth Schedule** hereunder written. Prior to the execution of these presents, the Allottee has paid to the Promoter part payment of the Sale Consideration of the said Premises as more particularly mentioned in the **Fifth Schedule** hereunder written, (the payment and receipt whereof the Promoter does hereby admit and acknowledge).
- LL. Under Section 13 of RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee i.e. this Agreement and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- MM. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the Premises and the parking space on the specific terms and conditions as set out herein below.
- NN. The list of Annexures attached to this Agreement are stated hereinbelow:-

Annexure "A"	Project Building Plan
Annexure "B"	RERA Registration Certificate
Annexure "C"	IOD dated 10 <sup>th</sup> December 2024
Annexure "D"	Commencement Certificate dated 4 April 2025
Annexure "E"	Title Certificate issued by Advocate Amit Chougule dated 3 <sup>rd</sup> April 2025
Annexure "F"	Copies of Property Cards
Annexure "G"	Typical Floor Plan
Annexure "H"	Proposed Floor Plan

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same have been set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA or this Agreement.
2. The Promoter shall construct the Project comprising of a residential building being the Project Building to be known as "**RUNWAL RAAYA-TOWER 2**" consisting of such floors as described in the **Third Schedule** hereunder written, in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the BMC from time to time. The Project shall have the Project Common Areas and Amenities and the Larger Land Common Areas and Amenities that may be usable by the Allottee as listed in the **Second Schedule** hereunder written.

**PROVIDED THAT** the Promoter may have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the said Premises of the Allottee, except, any alteration or addition required by any Government authorities, or, due to change in law, or any change as contemplated by any of the disclosures already made to the Allottee.

**3. Purchase of the Premises and Sale Consideration:**

- (i) The Allottee hereby agrees to purchase and acquire from the Promoter and the Promoter hereby agrees to sell to the Allottee, the said Premises more particularly described in the **Third Schedule** hereunder written for the Sale Consideration (as more particularly mentioned in the **Third Schedule** hereunder written). The said Premises are marked in Red colour hatched lines on the floor plan annexed and marked as **Annexure "H"** hereto as mentioned in Recital DD above.
- (ii) The Promoter shall allot to the Allottee parking space/s being constructed on the basement/podium/stilt as more particularly mentioned in the **Third Schedule** hereunder written and hereinafter referred to as the "**Parking Space**", the cost of which is included in the Sale Consideration. The exact location and details of the Parking Space are more particularly described clause 16 hereinbelow and in the Third Schedule hereunder written.
- (iii) The Allottee has paid on or before the execution of this Agreement, part payment of the Sale Consideration of the said Premises as more particularly mentioned in the **Fifth Schedule** hereunder written and hereby agree/s to pay to the Promoter the balance amount of the Sale Consideration as and by way of instalments in the manner more particularly mentioned in the **Fifth Schedule** hereunder written. The aforementioned amount/s shall be deposited in RERA Designated Collection Bank Account Standard Chartered Bank Ltd, BKC Crescenzo Branch, having IFS Code SCBL 0036085 situated at C-38/39, G Block, BKC ground floor, Bandra East Mumbai – 400051. In additional to the above bank account, we have opened in the same Bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No.22105126353 and 22105126345 respectively.
- (iv) The Allottee agrees to pay the Sale Consideration in instalments as set out in **Fifth Schedule** hereto, along with applicable taxes, within **15** (Fifteen) days from the date of written demand made by the Promoter in respect thereof, subject to deduction of applicable TDS as per the Income

Tax Act, 1961. The TDS shall be deducted at the time of making payment of instalment and remitted by Allottee in the government account in accordance with the provisions of the Income Tax Act, 1961. The Allottee further agrees and undertakes to submit to the Promoter, the original TDS Certificate within 7 (seven) days from the date of payment of TDS. The Allottee is aware and agrees that it is only upon the Allottee submitting the TDS Certificate to the Promoter, that the amount of TDS shall be credited to his account. On the failure of the Allottee in submitting the TDS Certificate, the Promoter shall be entitled not to give credit to the Allottee in respect of the amount of TDS. Further, the Allottee is aware that payment of TDS in the government account is solely the responsibility of the Allottee and in the event of the Allottee not paying the TDS in accordance with the provisions of Income Tax Act, 1961, the Allottee alone shall be liable for the consequences as per the Income Tax Act, 1961, and the Promoter shall not be responsible for non-payment or delayed payment thereof.

- (v) It is clarified that the Sale Consideration shall be payable by the Allottee in the Bank Account more particularly mentioned in the **Fifth Schedule** hereunder written (“**the said Account**”). It is clarified that in accordance with RERA and the RERA Rules, 70% of the Sale Consideration shall be transferred in the Bank Account more particularly mentioned in the **Fifth Schedule** hereunder written (“**the RERA Account**”).
  
- (vi) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, the proportionate share of property tax towards land under construction, duties and impositions applicable and/or levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this

Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof. All these payments will be made by the Allottee as and when called upon by the Promoter and/or as required by the concerned Government or authority, as the case may be. The Allottee agrees and accepts that the Sale Consideration value is arrived at mutually as per prevailing market rates and conditions, after considering the benefit of any additional input tax credit accruing to the Promoter under the GST law. Post absorption of the incremental tax impact under GST by the Promoter, to the extent absorbed by it, the Allottee/s hereby unconditionally and irrevocably agrees and accepts that the Promoter has no further obligation to pass any additional benefit under the anti-profiteering provisions under Section 171 of CGST Act, 2017.

- (vii) The Sale Consideration is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable only for subsequent payments.
- (viii) It is agreed between the parties that in the event the Allottee has/have availed of the benefit of any subvention scheme or any other scheme as may have been made available to the Allottee, the terms and conditions of such scheme including the subvention scheme and any letters, NOCs, Indemnity Bonds, Deeds, Agreements/Tripartite Agreements, MOUs, etc. as may have been executed between the Promoter and the concerned Banks/Financial Institutions shall apply and the Allottee/s shall comply with the same. The Promoter shall also be authorized to

take such steps under the schemes and documents executed in that regard, as deemed fit by the Promoter.

- (ix) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said building is complete and the Occupation Certificate is granted by the BMC or such other competent authority, by furnishing details of the changes, if any, in the carpet area, as mentioned in the **Third Schedule** hereunder written subject to a variation cap of 3% (three per cent). The total Sale Consideration payable for the carpet area of the Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area, within the defined limit, then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the RERA Rules, from the date when excess amount was paid by the Allottee till the date of refund. If there is any increase in the carpet area allotted to Allottee, then the Promoter shall demand additional amount from the Allottee towards Sale Consideration as per the next milestone of the Payment Plan as described in Fifth Schedule herein. It is clarified that the payments to be made by the Promoter/ Allottee, as the case may be, under this Clause, shall be made at the same rate per square metre as agreed herein.
- (x) The Allottee will not have any right to claim possession of the said Premises till the Allottee makes payment of all dues towards the consideration of the said Premises as well as other charges and amounts as demanded by the Promoter.
- (xi) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/its name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his/her/its payments in any manner.
- (xii) On a written demand being made by the Promoter upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 15 (fifteen) days of the Promoter's

said written demand, without any delay, demur or default. If the Allottee fails to make payment of any amounts in terms of this Agreement within the time as specified herein, then, the Promoter shall be entitled to recover and the Allottee shall be liable to pay the same to the Promoter with interest at the Interest Rate (defined hereinafter), on all delayed payments, for the period of delay viz. computed from their respective due dates, till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

(xiii) If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in **Fifth Schedule** herein below (which will not absolve Allottee of its responsibilities under this Agreement).

(xiv) The Promoter shall be entitled to securitise the Sale Consideration and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the BMC or any other authority at the time of sanctioning the plans of the Project or thereafter and shall, before handing over possession of the said Premises to the Allottee, obtain from the BMC, the Occupation Certificate in respect of the said Premises.
5. Time is of the essence of this Agreement for the Promoter as well as the Allottee. The Promoter shall abide by the respective time schedules for

completing the said Premises and offering possession of the Premises to the Allottee after receiving the Occupation Certificate in respect thereof as per the terms of these presents. Similarly, the Allottee shall make timely payments of all instalments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

6. The Promoter has notified and the Allottee is aware that the Project Common Areas and Amenities to be provided in the Project shall be completed only at the time of completion of the Project (subject to any Force Majeure event). Similarly the Larger Land Project Common Areas and Amenities to be provided in the project/s in the Larger Land shall be developed in a phase-wise manner and may be shared by all the respective allottees and occupants therein and that the same will be completed on or before completion of the all the projects in the Larger Land (subject to any Force Majeure event). It is further clarified that the amenities and facilities comprised in the said Project as well as in the other projects may not be ready at the time of the Promoter offering possession of the said Premises to the Allottee and may not be available for use and enjoyment immediately. The Allottee agrees and confirms not to raise any dispute in respect thereof in any manner whatsoever.
7. **FSI, TDR and development potential with respect to the said Project on the Project Land:**

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Project (including by utilization of the full development potential and as per Unified DCR) in the manner more provided herein and all the plans and specifications pertaining thereto and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard. It is clarified that the Promoter will be entitled to utilise the FSI emanating from the Project Land/Larger Land (including TDR, incremental FSI or any other benefit whether on payment of any premium or otherwise, by whatever name called) in any manner and on any portion of the Project Land/larger Land as it deems

fit and proper and the Allottee shall not demand sub-division of the Larger Land in any manner whatsoever.

**8. FSI, TDR and development potential with respect to the Proposed Future and Further Development of the Lager Land:**

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the projects on the Larger Land (by utilization of the full development potential and as per Unified DCR) and to develop the same in phase-wise manner and has undertaken/ will undertake multiple real estate projects as may be amended from time to time and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard. It is clarified that the Promoter will be entitled to utilise the FSI/TDR/premium FSI etc. emanating from the Larger Land (including TDR, incremental FSI or any other benefit whether on payment of any premium or otherwise, by whatever name called) in any manner and on any portion of the Larger Land as it deems fit and proper and the Allottee shall not demand sub-division of the said Land in any manner whatsoever.

**9. Possession Date, Delay and Termination:**

(i) The Promoter will endeavour to offer possession of the said Premises to the Allottee by \_\_\_\_\_, subject to a grace period of 12 months. It is however clarified that the aforesaid date shall be only the endeavour possession date and for all claims of interest/delayed possession and legal purposes, the actual possession date shall be the project completion date declared by the Promoter in the RERA Registration Certificate i.e. \_\_\_\_\_ or as may be extended by RERA (“**Possession Date**”). Provided however, that the Promoter shall be entitled to such extension of time beyond the Possession Date for giving delivery of the Premises that is equivalent to the entire period of the delay caused due to any /all the event/s, beyond the control of the Promoter (“**Extended Date**”), as listed hereinafter:

(a) War, civil commotion or act of God;

(b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

(ii) If the Promoter fails to offer possession of the said Premises to the Allottee on the project completion date as declared under RERA (subject to any extensions on account of any force majeure events), then the Allottee shall be entitled to exercise either of the following options: -

(a) call upon the Promoter by giving a written notice by Registered Post A.D. at the address provided by the Promoter (“**Interest Notice**”), to pay interest at the rate of interest specified in Rule 18 of the Real Estate (Regulation and Development) (Registration of the Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (hereinafter referred to as “**RERA Rules**”) for every month of delay from the expiry of the extended period for delivery of possession till actual offer of possession (“**the Interest Rate**”), on the amount of Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee at the time of the Promoter offering to hand over of the possession of the said Premises to the Allottee;

OR

(c) the Allottee shall be entitled to terminate this Agreement by giving a written notice to the Promoter by Registered Post A.D. at the address provided by the Promoter (“**Allottee Termination Notice**”). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand automatically and ipso facto terminated and cancelled. Within a period of 30 days from the date of receipt of the Allottee Termination Notice by the Promoter, the Allottee shall execute and register the formal Deed of Cancellation as may be specified by the Promoter and upon registering the same, the Promoter shall refund to the Allottee by a post dated cheque within 30 (thirty) days from the date of registration of the Deed of Cancellation, the amounts already received by the Promoter under this Agreement with interest thereon at the Interest Rate, to be computed from the date the Promoter received such amount/part

thereof till the date such amounts with interest are repaid to the Allottee. On receipt by the Promoter of the Allottee Termination Notice, the Allottee shall have no claim of any nature whatsoever in respect of the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the car park in the manner it deems fit and proper.

10. In case the Allottee elects its remedy under sub-clause 9 (ii) (a) above then in such a case the Allottee shall subsequently not be entitled to the remedy under sub-clause 9 (ii) (b) above and shall be deemed to be continuing in the Project with the date of possession as may be revised by the Promoter, without claiming any further compensation or damages in that regard from the Promoter.

## **11 DEFAULT OR FAILURE IN PAYMENT OF PURCHASE PRICE:**

Notwithstanding anything to the contrary contained in this Agreement, it is specifically agreed that:

(a) The time for making payments of each of the installments of the Sale Consideration and of the other amounts as mentioned in this Agreement is strictly of the essence of this contract and any delay by the Allottee/s in making the said payment/s on the due date to the Promoter under this Agreement and/or upon the Allottee committing three defaults in payment of installments of the Sale Consideration, the Promoter shall be entitled at its sole and exclusive option and discretion to terminate this Agreement. Provided that, the Promoter shall give a notice of 15 (fifteen) days in writing to the Allottee ("Default Notice"), by Courier/E-mail/ Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with interest thereon computed at the Interest Rate, then at the end of the period specified in the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the

Allottee (“Promoter Termination Notice”), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the receipt issuance of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled without any further act and/or reference and/or recourse to the Allottee/s and **in the event of the Promoter so terminating this Agreement, the Promoter shall be entitled to forfeit 10% (Ten Percent) of the total Purchase Price (excluding any taxes or stamp duty, interest at the said Interest Rate on delayed and unpaid installments or other amounts ) (“Forfeiture Amount”)** as and by way of agreed genuine pre-estimate of liquidated damages, from the amounts till then received by the Promoter from the Allottee/s; and thereupon the Promoter shall also be free and entitled in its own right to deal with the said Premises and car park and the Promoter’s rights therein, in any manner as the Promoter in its sole discretion deems fit and proper, without any reference and/or payment whatsoever to the Allottee/s; and without the requirement of obtaining any orders of declaration of termination from any Courts; and without the requirement of execution of any document or deed of cancellation.

(b) The Promoter Termination Notice issued by the Promoter to the Allottee/s regarding such termination shall effectively terminate this Agreement and thereupon the Allottee/s shall have no right, title, interest, share, claim or demand in to or upon the said Premises and/or any part thereof and/or otherwise against the Promoter in any manner whatsoever and howsoever arising. The Allottee/s hereby undertake/s with the Promoter that in such an event of termination, the Allottee/s shall forthwith handover the original registered set of this Agreement to the Promoter. The refund (if any applicable) pursuant to the termination as provided in Clause (a) shall be made by the Promoter to the Allottee/s (without any interest thereon) within 3 (three) months of the sale by the Promoter of the said Flat to a third party or completion of the construction of the entire Proposed Building, whichever is earlier. The amount of refund in such an event shall further be subject to deduction of any taxes paid and other amounts expended by the Promoter pursuant to this Agreement (including inter alia any brokerage charges paid by the Promoter in pursuance of the transaction recorded in this Agreement); and other amounts payable by

the Allottee/s hereunder as may be payable up to the date of termination, as well as the costs incurred by the Promoter in finding a new willing acquirer/transferee who may acquire the said Flat (including but not limited to brokerage charges as may be incurred by the Promoter in that behalf). It is clarified that in the event if the Allottee/s has/have obtained a housing finance or loan from any bank or financial institution by offering the rights of the Allottee/s under this Agreement or the said Premises, then and in such an event, the refund pursuant to this Clause (a) and (b) shall be made by the Promoter directly to the lender from whom the Allottee/s may have obtained such housing finance or loan and balance amount, if any refundable, shall be paid by the Promoter to the Allottee/s.

- (c) The Allottee/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Promoter/its transferee/s/ allottee/s/nominee/s and/or otherwise in to upon the said Premises in such an event **PROVIDED HOWEVER THAT** the Promoter shall not exercise the aforesaid right of termination unless and until the Default Notice demanding payment of the due installment/s is given to the Allottee/s and even thereafter, the Allottee/s fail to make payment of the relevant installment **PROVIDED FURTHER THAT** strictly without prejudice to the aforesaid and right of the Promoter to issue the Promoter Termination Notice, the Promoter in its sole and absolute discretion may, permit the Allottee/s to pay the said installments after their respective due dates but after charging interest thereon at the Agreed Interest Rate on such outstanding amounts (from the date such amount/s has/have become due to be paid by the Allottee/s till the date of actual payment thereof).
- (d) In the event of any delayed payment being received by the Promoter from the Allottee/s, the Promoter shall notwithstanding any instructions to the contrary by the Allottee/s accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Allottee/s in respect of the delayed payment and thereafter towards the principal amount of the delayed payment.

12. The Project Common Areas and Amenities in the Project that may be usable by the Allottee are listed in the **Second Schedule** hereunder written. The Larger Land Common Areas and Amenities that may be usable by the Allottee are listed in the **Second Schedule** hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Second Schedule** hereunder written.

13. **Procedure for taking possession:**

a. Upon obtainment of the Occupancy Certificate including part occupation certificate/s from the BMC or such other competent authority and upon payment by the Allottee of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing (“**Possession Notice**”). The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Project, provided the Allottee has made payment of entire Sale Consideration and all other amounts due and payable in terms of this Agreement.

b. The Allottee shall take possession of the said Premises within 15 days of the Possession Notice. **If the Allottee fails to take possession of the said Premises within the aforesaid period, then the Allottee shall bear and pay to the Promoter separate/independent pre-estimated and fixed charges calculated at the rate of Rs.10/- per square feet Carpet Area (RERA) of the said Premises, per month (Holding Charges).**

c. Upon receiving the Possession Notice from the Promoter as per Clause 13(a) above, the Allottee shall take possession of the said Premises from the Promoter by executing necessary Possession Letter, indemnities, undertakings, declaration and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the Premises within the time provided in Clause 13(b) above, such

Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises from the date mentioned in the Possession Notice, which shall be over and above the Holding Charges.

d. Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Project and said Land including inter-alia local taxes, property tax, NA tax, betterment charges, other indirect taxes of every nature, or such other levies by the TMC or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers, one time club membership charges (non – refundable) and usage charges, maintenance and upkeep of common areas and facilities and all other expenses necessary and incidental to the management and maintenance of the Project and/or the said Land. Until the Society is formed and the Society Conveyance is duly executed and registered, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee shall pay to the Promoter provisional monthly contribution per month towards the outgoings as per **Sixth Schedule** subject to actual cost to be determined at the time of handover of possession of the said Premises and/or handover of the charge of the affairs of the Project Building/s to the Society/ies at the discretion of the Promoter. The Allottee agrees that in the event of any deficit / shortfall if any, in respect of the advance maintenance charges/ outgoings collected from him/her, upon reconciliation of accounts at the time of such handover of statement of accounts to the organisation/ Society, he/she shall be bound and liable to make the payment in that regard upon demand by the Promoter. The amounts so paid by the Allottee to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Conveyance is duly executed and registered. On execution of the Society

Conveyance, the aforesaid deposits less any deductions as provided for in this Agreement, shall be paid over by the Promoter to the Society.

14. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the said building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee may be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the wilful default and/or negligence of the Allottee and/or any other allottees in the Project or by wear and tear in regular course. The Allottee is notified and is aware that all natural materials that are to be installed in the said Premises and/or in the Project and/or that form part of the amenities, including, tiles, timber etc., are susceptible to tonality differences, and their non-conformity, natural discoloration, or variations at the time of installation will be unavoidable. The Allottee is further informed and agrees that the warranties with respect to any equipment, appliances and electronic items (white goods) provided by the Promoter in the said Premises or in the said Project, as the case may be, shall be as per the standard warranties provided by their respective manufacturers only and in the event of any defect in such equipment, appliances and electronic items, the Allottee shall deal with the concerned dealer/equipment installer/manufacturer directly and the Promoter shall not be liable for the same. It is agreed and acknowledged that beyond the manufacturer warranties, annual maintenance contracts shall be obtained by the Allottee/s, Society, Project Apex Body, and/or the Federation as the case may be at its costs and expenses. It is further agreed that the appliances and electronic items installed and forming part of the said Premises and/or the Project as the case may be, shall be maintained, serviced and repaired only by the manufacturers, suppliers, dealers or authorized third party maintenance providers and if such equipment, appliances and electronic items are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the manufacturers, suppliers,

dealers or authorized third party maintenance providers, then the warranties in respect thereof shall be rendered void.

15. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for residential purpose. The Allottee shall use the car parking space only for purpose of parking vehicle.

## 16. CAR PARKING

- a. The Allottee is/ are aware that as a part of the Project Buildings/Project the Promoter is constructing several/covered/ stilt/basement/podium/ mechanically operated/ stack car parking spaces to be used by the Allottees of the residential flats in the Project Buildings/ Project. The Allottee is also aware that the basements and podium may/shall be constructed in common for the buildings constructed/to be constructed in the Larger Land inclusive of the said Project and all future phases to be developed on the Larger Land.
- b. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage/covered car parking space/s at \_\_\_\_\_ level/basement/podium/stilt/mechanical car parking unit bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq.ft. having \_\_\_\_\_ ft.lenth x \_\_\_\_\_ ft. breadth x \_\_\_\_\_ ft. vertical clearance (“the said Car Parking Space”). The Allottee hereby agrees and undertakes not to raise any dispute with regards to allotment of the said car parking space.
- c. The Allottee is/ are aware that the open car parking spaces (if any allotted) are part of the said buildings common amenity which shall be owned by the Promoter/ Society and the Allottee’s right to use such open car parking spaces shall be subject to the rules and regulations, as and when framed in respect of the said Project Building.
- d. The Allottee is/ are aware that the Promoter shall be allocating other car parking space/s like covered/stilt/podium etc. to several other allottees of the residential flats in the Project and the Allottee undertakes not to raise any objection in that regard and the rights of

Allottee to raise any such objection shall be deemed to have been waived. The Allottee hereby accords his/her/their irrevocable and unconditional consent to the Promoter to sell/allocate the other car parking spaces to the allottees of the respective residential flats in the Project. The Allottee hereby confirms warrants and undertakes to use the car parking spaces so allocated to him/ her/ them for the purpose of parking of car only and not otherwise. The Allottee hereby further warrants and confirms that the Allottee shall upon formation of the Society, as contemplated herein, cause such Society to confirm and ratify the said allocation of car parking space and shall not shall cause the Society to alter or change the allocation of car parking spaces in the manner allocated by the Promoter to the various allottees (including the Allottee herein) of the residential flats in the Project Buildings/ Project. The allocation is for smooth functioning and to avoid disputes between Allottees.

#### **17. Formation of the Society and Other Societies:**

- a. The Promoter may in its discretion form separate society for Project Building forming part of the Project to be constructed on the Project Land.
- b. Upon 51% of the total number of units/premises in the Project Building being booked by allottees, the Promoter shall initiate the process for applying to the competent authorities to form a co-operative housing society or an association to comprise solely of the Allottee and other allottees of units/premises in that said Project Building, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with the provisions of RERA and the RERA Rules.
- c. The Allottee shall, along with other allottees of premises/units in the said Project Building, join in forming and registering a co-operative housing society or an association under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder, and in accordance with the provisions of the RERA and

RERA Rules, in respect of the said Project Building in which the allottees of the respective premises in the said Project Building alone shall be joined as members (“**the Society**”).

- d. For this purpose, the Allottee shall, from time to time, sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- e. The name of the Society shall be solely decided by the Promoter.
- f. The Society shall admit all purchasers of flats and premises in the said Project Building as members, irrespective of such purchasers purchasing their respective units subsequent to the formation and registration of the Society, upon the Promoter calling upon the Society to admit such purchasers as its members, without charging any fee, transfer fee, premium or any other amount of any nature whatsoever, from such purchasers.
- g. The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the said Project Building, if any. Notwithstanding formation of Society and/or execution of the Society Conveyance (as defined hereinafter), the Promoter shall continue to be entitled to such unsold premises alongwith the unallotted car parking spaces and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/ charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/ Apex Body/Federation for the sale/ allotment or transfer

of the unsold premises/ areas in the said wing/ building/ the Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.1000/- (Rupees One Thousand only) per month in respect of each unsold premises towards the outgoings.

- h. Upon receipt of the full occupation certificate with respect to the said Project Building of the said Project, the Society shall be responsible for the operation and management and/or supervision of the said wing/building and its common areas, amenities and facilities including payment of all applicable taxes and charges, 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. Post the receipt of the full occupation certificate of the said Project Building of the said Project, the Allottee shall be liable to bear and pay his/her/its share of outgoings as may be determined by the Society.
- i. It is clarified that the Promoter may at its sole discretion form separate societies for each wing/building in the Larger Land (“**Other Societies**”).
- j. For the sake of convenience and for ease of management, the Promoter may, at its sole discretion form an apex society comprising the Society and the Other Societies in the Larger Land (“**the Apex Society/ Federation**”). Upon formation of the Project Apex Society/Federation, the Allottee shall be liable to bear and pay his/her/its share of outgoings as may be determined by the Project Apex Society/ Federation.
- k. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies and/or the Project Apex Society/ Federation, including in respect of (a) any documents, instruments, papers and writings, and (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing,

drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies/Project Apex Society/Federation and their respective members/ intended members including the Allottee on prorate basis, as the case may be, and the Promoter shall not be liable towards the same.

1. Till the formation of the Apex Society /Federation, the Promoter shall undertake the maintenance and management of such common areas facilities and amenities more particularly specified in the **Second Schedule** hereunder written (excluding those handed over to the Society/ Other Societies/ under their respective Society Conveyance). Post the formation of the Apex Society/Federation, the Apex Society/Federation shall be responsible for the operation and management and/or supervision of the said Land, including any common areas facilities and amenities thereon and the Promoter shall not be responsible for the same and the Allottee will have to make necessary contributions and payments as decided by the Federation from time to time.

#### 18. **Conveyance to the Society and Other Societies:**

- a. Within 3 months from the date of issuance of the full Occupation Certificate or the full Completion Certificate with respect to the said Project Building, and subject to the receipt of the entire sale consideration and other amounts due and payable by all the allottees of all the units/premises in the said Project Building, whichever is later, the structure of Project Building comprising the habitable floors and common areas and amenities situated on these habitable floors together with the Project Land and FSI/development potential consumed in construction thereof, shall alone be conveyed to the Society vide a registered indenture of conveyance, provided however that the basements, podium and stilts shall be retained by the Promoter and shall not be conveyed to the Society (“**Society Conveyance**”). The Society shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges

shall be borne and paid by the Society alone. Post the receipt of the full occupation certificate, the Society shall be responsible for the operation and management and/or supervision of the said wing/building including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

- b. The Promoter shall execute and register similar conveyances in favour of the Other Societies with respect to their respective wings/buildings.
- c. The Allottee for himself and as prospective member of the Society acknowledges that the FSI and development potential of the Project arises from the Project Land/Larger Land shall belong to the Promoter and the Allottee shall neither raise any claim or demand in respect thereof nor seek sub-division of the said Larger Land in any manner whatsoever.
- d. It is clarified that the Project Common Areas and Amenities including Larger Land Common Areas & Amenities will be conveyed/ handed over to the Apex Society/Federation.

#### **19. Formation of the Apex Body /Federation :**

- a. Within a period of 3 months of obtainment of the full Occupation Certificate or full completion certificate of the last wing/building in the Larger Land, the Promoter shall initiate the process for applying to the competent authorities to form a Apex Body/Federation of societies comprising the Society and/or Other Societies on the Larger Land as the Promoter may deem fit and proper, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with the provisions of RERA and the RERA Rules (“Apex Body”).
- b. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents,

instruments, papers and writings, and (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be proportionately borne and paid by the Society and/or Other Societies, as the case may be and its members/intended members, and the Promoter shall not be liable toward the same.

- c. Till the formation of the Apex Body, the Promoter shall undertake the maintenance and management of such common areas facilities and amenities more particularly specified in the **Second Schedule** hereunder written (excluding those handed over to the Society/ Other Societies/under their respective Society Conveyance). Post the formation of the Apex Body, the Apex Body shall be responsible for the operation and management and/or supervision of the Larger Land/Project Land, including any common areas facilities and amenities thereon and the Promoter shall not be responsible for the same and the Allottee will have to make necessary contributions and payments as decided by the Apex Body from time to time.

## 12. Transfer to the Apex Body:

- a. Within a period of 3 (three) months of registration of the Apex Body, and subject to the receipt of the entire sale consideration and other amounts due and payable by all the allottees of all the units/premises in the project in the Larger Land, whichever is later, the Promoter shall handover the maintenance and management of such common areas facilities and amenities more particularly specified in the **Second Schedule**.
- b. The Allottee and/or the Society and/or Other Societies and/or the Apex Society shall not raise any objection or dispute if the area of the Larger Land shall be at variance with or may be less than the area contemplated and referred to herein, including by virtue of any reservations and/or the reservations being handed over and transferred to government authorities or acquired by them during the course of

development of the Larger Land or for any other reason of the like nature.

20. The Allottee shall, before delivery of possession of the said Premises in accordance with the Clause (9) above, pay to the Promoter such amounts towards charges and deposits, as specified in the **Sixth Schedule** hereunder written.
21. The said amounts are not refundable and the Allottee will not be entitled to ask for accounts or statement of accounts from the Promoter in respect of the above amounts deposited by the Allottee with the Promoter. The Promoter shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, and the amounts as mentioned in **Sixth Schedule** hereunder written, towards on account of the share capital for the formation of the Society, applicable taxes including GST etc. or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received. It is clarified that the said other amounts, any other amount other than the Sale Consideration shall be payable by the Allottee into a separate Bank Account which will be intimated by the Promoter to the Allottee. It is clarified that in the event the Allottee fails to pay the aforesaid sums as and when called upon, then without prejudice to the rights and remedies available to the Promoter, the Promoter shall be entitled to charge interest at the Interest Rate on the outstanding sums and not be obligated to offer/ handover possession of the said Premises to the Allottee.
- 21A. In case the transaction being executed by this agreement between the Promoter and the Allottee is facilitated by a Registered Real Estate Agent, all amount (including taxes) agreed as payable remuneration / fee / charges for services / commissions / brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/allottee/both, as the case may be in accordance with the agreed terms of payment.
22. The Promoter has informed the Allottee that there may be common access roads, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines,

sewerage treatment plant and other common amenities and conveniences in the layout of the said Land which shall be maintained and paid for in the manner set out hereinabove.

**23. Loan and Mortgage:**

- a. The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.
- b. All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.
- c. The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and balance other amounts payable by the Allottee under this Agreement.
- d. In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law, subject however to receipt of the entire Sale Consideration alongwith applicable taxes and other charges as per the terms hereof.

**24. Representations and Warranties of the Promoter:**

The Promoter hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate: -

- a. The Promoter has clear title and has the requisite rights to carry out development upon the Larger Land and also has actual, physical and legal possession of the Larger Land for the implementation of the projects, subject to the terms and conditions of the Indentures mentioned above, the litigations and the mortgages referred to in the Title Certificate and as updated by the Promoter from time to time on the website of the Authority as required by RERA and the RERA Rules.
- b. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- c. There are no encumbrances upon the Project except those disclosed in this Agreement and as may be updated by the Promoter from time to time on the website of the Authority as required by RERA and the RERA Rules;
- d. There are no litigations pending before any Court of law with respect to the Project except as disclosed in the Title Certificate;
- e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, 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 Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and common areas;

- f. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially affected;
- g. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land and the said Premises, which will, in any manner, adversely affect the rights of Allottee under this Agreement;
- h. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;
- i. At the time of execution of the Society Conveyance, the Promoter shall handover to the Society, lawful, vacant, peaceful, physical possession of the structure of the Project Building, together with common areas situated in the Project Building so long as they shall be forming part of the Society, save and except the basements, podium and stilts retained by the Promoter;
- j. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoter in respect of the said Land and/or the Project except those disclosed to the Allottee.
- k. The Promoter may appoint a third party / agency for the purpose of operating and maintaining the Project and the said Project Land/said Land or any part thereof including any common areas facilities and amenities on such terms and conditions as it may deem fit. The Allottee hereby agrees and confirms to pay and reimburse to the Promoter, the fee payable to the agency on prorate basis. Over and above the same, the Allottee/s shall also be liable to pay to the Promoter management fees, equivalent to 15% of the costs incurred

by the Promoter towards the maintenance of common areas and facilities in the Project.

25. The Promoter shall be entitled to designate any spaces/areas on the s Larger Land or any part thereof (including on the terrace and basement levels of the Project) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed including by the purchaser/s of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may deem proper in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub -stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and may be utilized in common including by purchaser/s of units/premises in the Project/on the said Land, as the case may be. The Promoter and its workmen/agents/contractors/employee and any third party contractors shall be entitled to access and service such infrastructure and utilities over the Larger Land.

26. The Promoter shall be entitled to control advertising, marketing, signage, hoarding and all other forms of signage whatsoever within the land parcel of the Larger Land at all times. Such advertising and signage may comprise of hoardings, print media, electric signs, and may be constructed in a permanent or temporary manner and may be maintained, serviced, repaired and replaced and the Promoter and its nominees shall have access to such hoardings, print media and electric signage for this purpose.

27. The Promoter shall be entitled to transfer and/or assign the benefit of additional F.S.I./ T.D.R. or any other rights of the said Larger Land/Project Land to any third party and/or to allow any third parties to use and/or consume T.D.R. or any other benefits or advantages of any other properties, on the Larger Land, who shall be entitled to all the rights mentioned above, including to do construction mentioned above. The Allottee/s agree(s), accept (s) and confirm(s) that the fundamental entitlement of the Promoter to utilise, exploit and consume the full development potential of the Land

(both inherent and further/future) as provided herein, would require the Promoter to amend, modify, vary, alter, change, substitute and rescind the plans in respect of the Larger Land or any part thereof (including layout plans, building plans, floor plans) and undertake such modified/ altered/ new construction and development in accordance therewith.

28. The amenity plot areas in the Project Land/said Land may increase or change after the implementation of the DCR. The Promoter shall be entitled to change, alter or amend the layout plan of the said Land accordingly as per the permission/approval granted by the authority and the Allottee will not be entitled to object to the same.
29. The right of way provided for the Project/s shall be used in common for the residential development and other developments if any on the said Larger Land and the Allottee shall neither raise any dispute or objection to the same nor seek to alter or modify the same.
30. For all or any of the purposes mentioned under this Agreement, the Promoter shall be entitled to keep and/or store any construction materials, on any portion of the said Land, and/or to have additional electricity supply and/or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event or otherwise, the Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Allottee/s directly and/ or indirectly, shall not do any act, deed, matter or thing, whereby the Promoter may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.
31. In the event the Allottee intend(s) to sell, transfer, lease, license, assign and/or deal with or dispose of the said Premises and/or the Purchaser/s's benefit/s under this Agreement, then the Promoter/Owner shall be entitled to a right of first refusal to the said Premises as well as the Purchaser/s's right(s), title and interest under this Agreement ("ROFR"), which shall be exercised in the following manner:-

31.1 The Purchaser/s shall address a letter (“Offer Letter”) to the Promoter/Owner stating therein (i) the name and address of the proposed transferee (ii) the proposed sale consideration (such sale consideration shall be denominated in rupees i.e. INR) and hereinafter referred to as “Offer Price”), including the proposed amount and consideration and terms and conditions offered by such proposed transferee, (iii) the date of consummation of the proposed sale, (iv) a representation that the proposed transferee has been informed of the terms this Agreement and in particular, the terms embodied into this clause. The Offer Letter shall include a calculation of the fair market value of the said Premises and an explanation of the basis for such calculation.

31.2 In the event the Promoter/Owner wishes to exercise the ROFR upon the said Premises, the Promoter shall, at its sole option, be entitled to purchase the said Premises under the Offer Letter at the Offer Price, in which case, the Promoter/Owner shall address a letter to the Purchaser/s within a period of 7 (seven) days from the date of the receipt of the Offer Letter (“Notice Period”) informing the Purchaser/s of the Promoter’s intention to purchase/ acquire the said Premises (“Acceptance Letter”), and till the receipt of the Acceptance Letter the Purchaser/s shall not proceed with the sale/transfer of the said Premises. Upon issuance of the Acceptance Letter, the Purchaser/s shall be bound to sell and/or transfer the said Premises to the Promoter/Owner or such persons/entities nominated by the Promoter at the Offer Price. In the event the Promoter/ Owner does not convey its acceptance within the Notice Period then the Purchaser/s shall be entitled to proceed with the sale of the said Premises in the manner set out below.

31.3 The Promoter/Owner may at its sole discretion, on a written request to that effect made by the Purchaser/s prior to the exercise of the option by the Promoter/Owner as contemplated in Clause 32.2 above, dispense with the ROFR upon the Purchaser/s making payment of such sum not exceeding 2% (two per cent) of (a) the Offer Price or (b) the price at which the Promoter/ Owner is selling a flat of a similar

nature at the relevant time, whichever is higher, together with GST, Service Tax, VAT thereon as may be decided by the Promoter/Owner. Only after the Promoter/ Owner issues the said letter conveying its decision and only upon the Promoter/Owner receiving the amount decided by the Promoter/ Owner for such dispensation, shall the Purchaser/s be entitled to sell the said Premises to the said proposed transferee on the same terms and conditions as were offered by the Purchaser/s to the Promoter/ Owner in the Offer Letter. It is expressly agreed that the ROFR is a covenant running with the said Premises and hence will continue with the new purchaser of the said Premises, and the Purchaser/s undertake/s to expressly include the same vide a specific term in the new agreement for sale between the Purchaser/s and the proposed transferee.

- 31.4 The Purchaser/s agree(s) that if completion of the sale of the said Premises to the proposed transferee does not take place (i) within a period of 15 (fifteen) days from the date of the Purchaser/s making payment of such sum not exceeding 2% (two per cent) together with applicable taxes thereon as decided by the Promoter/Owner in terms of Clause 32.3 above or (ii) within 15 (fifteen) days from the expiry of the Notice Period as contemplated in Clause 32.2 above, then the Purchaser/s right to sell the said Premises to such proposed transferee shall lapse, and the ROFR of the Promoter/Owner in respect of the said Premises shall stand automatically reinstated and the provisions of this Clause and the process to be followed therein shall once again apply to the Purchaser/s for any subsequent proposed sale of the said Premises.
32. It is hereby clarified that, in the event of the Purchaser/s proposing to give the said Premises on lease and/or leave and license basis only, then the provisions contained in Clauses 32.2 to 32.3 above shall not apply, except that, the Purchaser/s shall be required to obtain the prior written permission of the Promoter/Owner before effecting any such lease and/or leave and license arrangement.

33. The Allottee, with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows:

- a. To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Project Building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter.
- b. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Project Building in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, lifts, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Project in which the said Premises is situated and in case any damage is caused to the Project Building in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- c. To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the

Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- d. Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Project in which the said Premises is situated and shall not alter, chisel or in any other manner cause damage to or remove columns, beams, internal walls, slabs or RCC, Pardi or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society;
- e. Not to enclose the balcony area or flowerbed inside the said Premises without the prior express written permission of the Promoter.
- f. The Allottee is aware that the balcony of the said Premises has a glass railing from the outside. The Allottee will not damage the glass of the balcony and ensure safety measures and in case of any damage to the same promptly get it repaired and reinstated at his/her/their own cost without causing any risk to the residents and damage to any part of the Project Building.
- g. Not to carry out any illegal activity from the said Premises, which is against the interest of the Organization/ other Allottees in the Project Building.
- h. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and/or the Larger Land and/or the Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

- i. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Project Land and/or the Project in which the said Premises is situated.
- j. To pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Project in which the said Premises is situated.
- k. To bear and pay in a timely manner and forthwith, all amounts, dues, taxes, instalments of Sale Consideration, as required to be paid under this Agreement.
- l. Not to change the user of the said Premises without the prior written permission of the Promoter and Society;
- m. Not to use or access the open and green spaces falling outside the said Land and Project;
- n. The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.
- o. Not to change the external colour scheme or the pattern of the colour of the Project Buildings;

- p. Not to change exterior elevation or the outlay of the Project Buildings;
- q. Not to carry out civil work, including, but not limited to, any work in the kitchen and bathroom/toilets wherein any work of tiling, flooring etc. which damages the waterproofing, plumbing or sanitary lines laid at site. In case the Allottee carries out any changes, modifications or alterations by himself or his agencies then the warranty of the said items becomes null and void and the defect liability of the Promoter shall lapse and the Allottee is solely liable to rectify and repair the same for all the affected area within his flat and/or the floors below accordingly at his own costs, expenses and consequences.
- r. The Allottee shall not seek any sub-division of the said Land;
- s. During the execution of interior works, the Allottee shall be responsible for acts of any contractor/ workmen/ agents/ representatives and if such persons behave in any manner which is unacceptable to the Promoter then such contractor/workmen/ agents/ representatives will be removed forthwith and will not be allowed to re-enter the said Premises again;
- t. The Allottee shall ensure that the execution of interior works in the said Premises is carried on only between 8 a.m. to 2 p.m. and 4 p.m. to 7 p.m. on all days of the week except Sundays;
- u. The refuge area to be provided in the Project shall form a part of the common area and facilities in the Project and no individual allottee shall claim any right to occupy the same in any manner whatsoever.
- v. The Allottee shall observe and perform all the rules and regulations which the Society and Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Project and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society /Apex Body/Federation regarding the occupancy and use

of the said Premises in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- w. The Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Project or any part thereof to view and examine the state and condition thereof. Furthermore, for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Project, the Promoter and their surveyors and agents with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof and undertake the necessary works.
- x. The Allottee agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project or the Promoter or its representatives. In the event the Allottee does or omits to do any such act, deed or any such thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement sending the Promoter Termination Notice.
- y. All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings, declarations, indemnity bond/ bonds, deeds and writing/s given/executed and/or may be executed by the Promoter in favour of TMC and the concerned bodies/authorities in respect of the said Land/ Larger Land and its development, shall be binding upon the Allottee/s and Society including the Federation as may be formed of the purchaser/s of flat/ premises.

z. The Allottee has seen the representations made by the Promoter on the website of the Regulatory Authority as required by RERA read with RERA Rules and shall keep himself updated with all the matters relating to the Project and/or said Land, as the case may be, which the Promoter will upload from time to time.

aa. Till the entire development of the said Land is completed, the Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Land and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard. The Promoter shall, in the interest of the Allottee, and the Project, be entitled to take decisions regarding management and allocation of funds/monies, and the type, mode, quality of services to be provided, in respect of the Project, and the management and administration thereof.

bb. The Allottee/s shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/or shall not ask for an injunction, and/or prohibitory order and/or calling the Municipal or any other authorities to issue stop work notice, and/or withdraw and/or suspend or cancel any orders passed and/or approved Plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/ or to carry out construction, on the said Land.

cc. The Allottees are aware and confirm that the Larger Land Common Areas and Amenities shall be usable by the allottees of the Larger Land, the Project Common Areas and Amenities shall be usable by the allottees of the Project and shall be utilised in accordance with the prevailing rules and regulations.

dd. It is further agreed that the Promoter shall not be required to give inspection of the said Premises to the Allottee till the time the Promoter calls upon the Allottee to come forward and take inspection of the said Premises before offering for possession.

ee. Till the Federation Transfer is executed in favour of the Federation, the Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.

ff. Not to affix any fixtures or grills on the exterior of the Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If the Allottee has affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or if the Allottee has affixed a grill having a design other than the standard approved design, the Allottee shall be liable to pay such sum as may be determined by the Promoter/ the Society to the Promoter / the Society, as the case may be.

gg. Promoter shall have all rights for end use of treated sewage water of the available quantity at specified quality for any deemed necessary application or use purposes in the said Project. Surplus secondary treated water meeting quality level as per relevant prevalent norms of concerned statutory authority (ies) shall be utilised at the Promoter's discretion which may be utilized in the said Project for gardening and other purposes and/or in the adjacent residential and other projects and/or discharged into water/drainage bodies. Promoter shall have the right to refuse, determine and decide drawl of treated sewage in any

case and under all circumstances and the Allottee undertake not to raise any dispute for the same.

- hh. The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Project.
- ii. The Allottee has expressly agreed to take prior written consent from the Promoter or the Society, as the case may be, before carrying out any changes/alteration/modification in the said Premises or part thereof. If the Allottee has carried out such changes/ alteration/ modification without the written consent of the Promoter or the Society then the Promoter will not be liable for any consequences or compensation on account of such changes/alterations/modifications.
- jj. The Allottee agrees and covenants that the name of the Project shall at all times be "**Runwal Raaya- Tower 2**" and shall not be changed without the prior written permission of the Promoter.
- kk. The Allottee agrees and covenants that the Larger Land Common Areas and Amenities and any other areas as may be designated by the Promoter including common open areas, common landscapes and driveways etc. in/on the Larger Land /said Land shall be an integral part of the layout of the development of the Larger land and the Project Land including the neighbouring buildings/towers on the Larger Land and neither the Allottee nor any person or entity on the Allottee's behalf shall, at any time claim any exclusive rights with respect to the same.
- ll. The Allottee agrees and covenants that the entry and exit points and access to the Larger and the said Land shall be common to all allottees, users and occupants in the Larger Land including all buildings, towers and structures thereon. The Allottee agrees and covenants to not demand any separate independent access and/or entry/exit point exclusively for himself/herself/themselves and/or any other allottees, users and/or occupants in the Project, the Larger Land and/or any part thereof.

mm. The wet and dry garbage generated in and from the said Premises shall be separated by the Allottee and the wet garbage generated in and from the Project shall be treated separately by the Society and/or jointly by all the allottees/purchasers/occupants of the respective premises in the Project, in accordance with the rules and regulations as may be specified by TMC from time to time.

nn. In the event if the Allottee is/are non-resident Indian citizen or a Person of Indian Origin or an Overseas Citizen of India, or a foreign national/ citizen then it shall be the Allottee's sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999 and Reserve Bank of India rules and regulations, and all other applicable/necessary requirements of the Government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to be made to such Allottees for any reason whatsoever, shall be made only in Indian Rupees.

oo. The Allottee shall not demand or claim any partition or division of the Allottee's ultimate interest in the Project and/or said Land and/or the Project Common Areas and Amenities and/or the Larger Land Common Areas and Amenities and/or said Land and/or Larger Land and or any part thereof. The Allottee expressly agrees, understands and confirms that his interest therein will be imitable, and will be held only through the Society formed by the Promoter in respect of the Project, of which he shall be admitted as a prospective member.

pp. The Allottee confirms and acknowledges that the plans, layout plans, approvals etc. of the Project/said Land are not the subject matter of this Agreement and there shall be no right, entitlement, or interest of the Allottee in respect thereof, and are also not the subject matter of this Agreement. So far as the Allottee's right and scope of this Agreement is concerned, the same is limited to an agreement for allotment and sale of the said Premises strictly upon and subject to the terms, conditions and provisions herein. The Allottee/s shall also not

have any claim, save and except, in respect of the said Premises hereby agreed to be allotted and sold.

qq. The Allottee hereby agrees and undertakes to indemnify and keep indemnified and saved harmless at all times, the Promoter against all loss or damage, and/or against any suits, actions, proceedings or notices that the Promoter or any of its directors, executives of employees may sustain and suffer, and all costs, charges and expenses, that they may incur by reason of the Allottee's failure, breach, default, non-observance, non-performance, or non-compliance of any of the terms, conditions and provisions of this Agreement, and/or any accident or injury caused to or suffered by the Allottee, or his family members, guests, servants, agents, representative/s.

rr. The Allottee shall not hold the Promoter liable or responsible for any harm, injury, loss or damage caused to the Allottee by, or through any failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to the Project whether or not the same is caused by any Force Majeure Events, or otherwise however.

34. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Project or the said Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Conveyance and the Federation Transfer, as the case may be.

35. **Promoter shall not mortgage or create a charge:**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained herein and/or in any

other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises, which will be subject to the no-objection received from the mortgagees therein. The Promoter shall however have a right to raise finances on the said Land and other areas excluding the said Premises. The details of such mortgages shall be disclosed in accordance with the provisions of RERA.

**36. Binding Effect:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Plan in Fifth Schedule, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter 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, the application of the Allottee shall be treated as cancelled.

**37. Nominee:**

a. The Allottee hereby nominates the person/s as mentioned in **Seventh Schedule** mentioned hereunder (“**said Nominee**”) as his/her/their nominee in respect of the said Premises. In the event of the death of the Allottee, the Nominee shall assume all the obligations of the Allottee under this Agreement and in respect of the said Premises, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only

recognize the Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee.

- b. The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

**38. Entire Agreement:**

This Agreement, along with its schedules and annexes, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

**39. Right to Amend:**

This Agreement may only be amended through written consent of the Parties.

**40. Provisions of this Agreement applicable to Allottee/ subsequent allottees:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent allottees of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

**41. Severability:**

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this 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 the 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.

**42. Method of calculation of proportionate share:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the Project or the Larger Land, as the case may be, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/ units/ areas/ spaces in the Project or the Larger Land, as the case may be.

**43. Further Assurances:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

**44. Waiver:**

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or

arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

**45. Place of Execution:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

46. The Allottee and/or Promoter shall present this Agreement at the proper office of registration within the time limit prescribed by the Registration Act, 1908 and the Parties will attend such office and admit execution thereof.

47. All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

**FOR ALLOTTEE**

Details are more particularly described in the **Third Schedule** hereunder written.

**FOR PROMOTER:**

**AETHON DEVELOPERS PVT. LTD.**

Through its Partner/Authorized Signatory & Notified Email ID as described in **Third Schedule** hereunder written.

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and

letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

**48. Joint Allottees:**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

**49. Stamp Duty and Registration Charges:**

The charges towards stamp duty fees and registration charges of this Agreement and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises and the said Car Parking Space/s shall be borne by the Allottee alone.

**50. Dispute Resolution:**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 Rules and Regulations, thereunder.

**51. Governing Law:**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

**52. In case the Allottee/s has accepted to book the apartment under payment scheme as described in Fifth Schedule mentioned hereinunder, the Allottee/s hereby accepts the payment schedule and the Allottee/s hereby agrees and**

accepts that no further discount of any nature shall be provided to the Allottee/s.

**53. Permanent Account Numbers:**

Details of the Permanent Account Numbers of the Promoter is set out in Title clause and of the Allottee is/are set in **Third Schedule** hereunder written:-

**54. Construction of this Agreement:**

a. Any reference to any statute or statutory provision shall include:-

- i. all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
- ii. any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced;
- iii. Any reference to the singular shall include the plural and vice-versa;
- iv. Any references to the masculine, the feminine and/or the neuter shall include each other;
- v. The Schedules and Annexes form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;

vi. References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;

vii. Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

viii. References to a person (or to a word importing a person) shall be construed so as to include:

An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and

That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

IN WITNESS WHEREOF the parties hereinabove have set their respective hands and signed this Agreement for Sale at Thane (Maharashtra) in the presence of attesting witness, signing as such on the day first above written.

**SCHEDULES REFERRED TO ABOVE:**

**FIRST SCHEDULE – PART I**

**( Description of the “said Larger Land”)**

piece and parcel of land bearing Cadastral Survey Nos. 4/71 (part), 144, 1/145 & 1/284, situated, lying and being at Lower Parel Division, G/South Ward, Ganpatrao Kadam Marg, Lower Parel, Mumbai- 400013

**FIRST SCHEDULE – PART II**

**( Description of the “Project Land”)**

piece and parcel of land admeasuring about 4681.31 sq. meters bearing Cadastral Survey No. 4/71(part) and 144 (part) forming part of Larger Land bearing Cadastral Survey Nos. 4/71 (part), 144, 1/145 & 1/284(as per sanctions, permissions and approved plans), situated, lying and being at Lower Parel Division, G/South Ward, Ganpatrao Kadam Marg, Lower Parel, Mumbai- 400013.

### **SECOND SCHEDULE**

A.) Description of the common areas provided:

	Type of common Areas provided	Proposed Date of Occupancy Certificate	Proposed Date of Handover for use	Size/area of the Common areas provided
i.	Parking	December 2032	July 2033	30,075
ii.	Entrance Lobby	December 2032	July 2033	250 Sq.m.
iii.	Typical Floor Lobby	December 2032	July 2033	30 Sq.m.
iv	Refuge Area	December 2032	July 2033	220 Sq.m.

B.) Facilities/ amenities provided/to be provided within the building including in the common area of the building:

	Type of facilities/ amenities provided	Phase Name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
i.	Grand Entrance Lobby	NA	December 2032	July 2033	250 Sq.m.	Free
ii.	Society Office	NA	December 2032	July 2033	20 Sq.m.	Free
iii.	OWC	NA	December 2032	July 2033	70 Sq.m.	Free

C.) Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:

	Type of	Phase	Proposed	Proposed Date	Size/area	FSI

	facilities/amenities provided	Name/number	Date of Occupancy Certificate	of handing over to the Society/common organization	of the facilities/amenities	Utilized or free of FSI
i.	Gymnasium	NA	December 2032	July 2033	300 Sq.m.	Free
ii.	Games Room	NA	December 2032	July 2033	300 Sq.m.	Free
iii.	Cricket Pitch	NA	December 2032	July 2033	160 Sq.m.	Free

D.) The size and the location of the facilities /amenities in form of open spaces (RG/PG etc.) Provided/ to be provided the plot and /or within the layout.

	Type of open Spaces (RG/PG) to be provided	Phase Name/number	Size open spaces to be provided	Proposed Date Of availability for use	Proposed Date of handing over to the common organization
i.	Podium Garden	NA	2500 Sq.m.	July 2033	-
ii.	Garden on Ground	NA	2000 Sq.m.	July 2033	-
iii.	Swimming Pool	NA	150 Sq.m.	July 2033	-

E.) Details and specifications of the lifts:

	Type Lift (passenger/service/Stretcher/ goods/fire evacuation/any other	Total no. of Lifts Provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i.	Passenger Lift	6	13 Passenger	5m/s
ii.	Stretcher Lift	1	21 Passenger	5m/s
iii.	Fire Evacuation Lift	1	08 passenger	1.5 m/s

### **THIRD SCHEDULE**

#### **Flat/Purchaser's Details**

Sr. No	Particulars	Details
1.	<b>Date &amp; Place of Execution of agreement for Sales</b>	Date. _____ & Place of Execution of agreement for Sale _____
2.	<b>Name of the Authorized Signatory</b>	
3.	<b>Name of Allottee /s</b>	
4.	<b>Address of Allottee /s</b>	
5.	<b>Description of the said Flat/ Premises</b>	_____ BHK
6.	<b>Project/Building Name</b>	
7.	<b>Wing</b>	
9.	<b>Floor</b>	_____
10.	<b>Flat No.</b>	_____
11.	<b>Carpet Area (sq.mtr. and sq. ft.) and an additional area of enclosed and/or open balcony and/or service area and/or open terrace appurtenant to the net usable area of the flat meant for exclusive use of the Allottee /s;</b>	• Carpet area of flat _____ Sq. Feet equivalent to _____ Sq.mtr. Balcony - _____ Sq. mtr equivalent to _____ Sq. Feet.
12.	<b>No. of Car Parks included in the Agreement</b>	at _____ level/basement/podium/stilt/mechanical car parking unit bearing No. _____ admeasuring _____ sq.ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance
13.	<b>Sale Consideration for said Flat/ Premises @ Carpet Area</b>	Rs. _____/-
14.	<b>Other charges and Deposits</b>	Rs. _____/-
15.	<b>PAN No. of Allottee /s</b>	_____
16.	<b>Details of Mortgage/Charge are as referred in the agreement</b>	
19.	<b>Allottee Notified Email ID</b>	_____
20.	<b>Promoter Notified Email ID</b>	enchantecustomercare@runwal.com

#### FOURTH SCHEDULE

##### (Description of the Project Building)

Housiey.com

**FIFTH SCHEDULE**  
**(Payment Schedule)**

<b><i>Milestone Description</i></b>	<b><i>%</i></b>
<i>Booking Token</i>	
<i>Within 21 days of booking (Less Booking Token)</i>	<b>9.90%</b>
<i>On completion of Reg &amp; 45 days from Booking Date</i>	<b>10.10%</b>
<i>On Initiation of 7th Slab</i>	<b>20%</b>
<i>On Initiation of 27th Slab</i>	<b>20%</b>
<i>On Initiation of 49th Slab</i>	<b>20%</b>
<i>On Initiation of Terrace Slab</i>	<b>15%</b>
<i>On Offer of Possession</i>	<b>5%</b>

Housiey.com

**SIXTH SCHEDULE**  
**OTHER CHARGES**

Housiey.com

## **SEVENTH SCHEDULE**

### **DETAILS OF NOMINEE**

**Name of the Nominee/s** : \_\_\_\_\_

**Age** : \_\_\_\_\_

**Date of Birth if the Nominee is Minor** : \_\_\_\_\_

**Address** : \_\_\_\_\_

**Relationship with the Purchaser/s** : \_\_\_\_\_

**ANNEXURE “A”**  
**PROJECT BUILDING PLAN**

Housiey.com

**ANNEXURE “ B ”**  
**RERA CERTIFICATE**

Housiey.com

## ANNEXURE " C "

### IOD

346  
Form \_\_\_\_\_  
88

in replying please quote No.  
and date of this letter



### BRIHANMUMBAI MUNICIPAL CORPORATION

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

No. P-2021/2024/4/71 And Other/G/South/LOWER PAREL/100/1/New  
Dated- 10 December 2024

MEMORANDUM

Municipal Office,  
Mumbai

To,

Kansai Nerolac Paints Limited

Nerolac House, Ganpatrao Kadam Marg, Lower Parel, Mumbai- 400 013

With reference to your Notice 337 (New) , letter No. 337/3808/24 dated. 9/1/2024 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed Development of property bearing C.S.No.4/71, 144, 1/145 & 1/284 of Lower Parel Division, situated at Ganpatrao Kadam Marg, in 'G/South' Ward, Mumbai- 400 013.4/71, 144, 1/145, 1/284 furnished to me under your letter, dated 9/1/2024. 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 commencement certificate under Section 44/69(1)(a) of the N.R.T.P. Act will not be obtained before starting the proposed work.
- 2 That the builder / developer / owner shall not prepare a "debris management plan" showing the prospective quantum of debris likely to be generated, arrangements for its proper storage at the site, transportation plan of the agency appointed for the same, with numbers and registration numbers of vehicles to be deployed and the final destination where the debris would be unloaded by them and submit the same to the Zonal Executive Engineer of S.W.M. Department and the same shall not be got approved before demolition of existing building or commencing any construction activity.
- 3 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 before starting the work as per Regn.37(24) of DCPR 2034.
- 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 accounting for seismic analysis as

Page 1 of 12 On: 10-Dec-2024

per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load along with bearing capacity of the soil strata will not be submitted before C.C.

- 6. That the sanitary arrangements shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.
- 7. That the existing structure proposed to be demolished will not be demolished or necessary Phase Program with agreement will not be submitted and got approved before C.C.
- 8. That the qualified/Registered Site supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.
- 9. That All Dues Clearance Certificate /Extra Water & Sewerage Charges from A.E.W.W. 'G/South' Ward shall not be submitted before issue of C.C.
- 10. That the premium/deposits as follows will not be paid: (a) Condonation of deficient open spaces (b) Development charges as per M.R.R T.P.(Amendment) Act,1992 (c) Payment of advance for providing treatment of construction site to prevent epidemic like dengue, malaria etc. to insecticide charges (PCO) 'G/South' Ward (d) Labour Welfare Cess (e) Additional Development Cess (f) Sale Fungible F.S.I. Premium (g) Additional F.S.I. Premium.(h) Odd size /shape of LOS touching to building line premium.
- 11. That the work will not be carried out strictly as per approved plan and in conformity with the DCPR 2034 in force.
- 12. That the N.O.C. from Tree Authority/Self Certification shall not be submitted before asking for plinth C.C.
- 13. That the Janata Insurance policy or policy to cover the compensation claims arising out of Workmen's Compensation Act,1923 will not be taken out and a copy of the same will not be submitted before asking C.C. and reviewed during the construction of work and owner / developer should submit revalidated Janata Insurance Policy from time to time.
- 14. That the fresh Tax Clearance Certificate from A.A. & C 'G/South' Ward shall not be submitted.
- 15. That the remarks from H.E. Department shall not be submitted.
- 16. That the Board shall not be displayed showing details of proposed work, name of owner, developer, Architect, R.C.C. consultant etc.
- 17. That the necessary remarks for construction of SWD will not be obtained from Dy.Ch.Eng.(S.W.D.) City before asking for plinth C.C.
- 18. That the N.O.C. from Dy.Ch.E.(S.P.) P & D for proposed sewer line shall not be submitted before C.C.
- 19. That the plot boundary shall not be got demarcated from CSLR/DILR and demarcation certificate with plan shall not be submitted to this office.
- 20. That the copy of PAN card of the Applicant shall not be submitted before C.C.
- 21. That the precautionary measures to avoid dust nuisance such as erection of G.I. sheet screens at plot boundaries up to reasonable height shall not be provided before demolition of existing structures at site.
- 22. That the N.O.C. from Collector of Mumbai for Excavation Work shall not be submitted before submitting work start notice.
- 23. That the construction activity for work of necessary piling shall not be carried out by employing

modern techniques such as rotary drilling, micropiling etc. instead of conventional jack and hammer to avoid nuisance damage to adjoining buildings.

- 24 That the work shall not be carried out between sunrise and sunset and the provision of notification issued by Ministry of Environment and Forest department dated 14.2.2000 and Rules framed for noise pollution (Regulation & Control) Rules 2000 shall be duly observed.
- 25 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 Insecticide Officer for Inspection of water tanks by providing safe and stable ladder, etc. and requirements as communicated by the Insecticide Officer shall be complied with.
- 26 No main beam in a 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.
- 27 All the cantilevers (Projections) shall not be designed for five times the load as per IS Code 1993-2002 including the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- 28 In R.C.C. framed structures, the external walls shall not be less than 230 mm if in brick masonry or 150 mm, autoclaved cellular concrete block excluding plaster thickness as circulated under No. CE/PD/11945/I of 2.2.2006.
- 29 That the remarks regarding Formation Level from Road Department shall not be submitted.
- 30 That the services of Safety Officer to take care of all safeties during construction-on-construction site and around shall not be hired.
- 31 That the Third-Party insurance shall not be submitted.
- 32 That the Private Doctor shall not be appointed for treatment of labour/ staff.
- 33 That the Registered Undertaking from developer shall not be submitted for following: (a) agreeing to demolish the excess area if constructed beyond permissible F.S.I. (b) agreeing to pay the difference in premium paid and calculated as per revised land rates (c) minimum Nuisance during construction activity. (d) To sell the tenements / flats on carpet area basis only and to abide by the provisions of Maharashtra Ownership Flats (Regulation of the promotion of construction, sale management and transfer) Act (MOFA), amended up to date and the Indemnity Bond indemnifying the M.C.G.M. and its Officers from any legal complications arising due to MOFA. (e) condition shall be incorporated in the sale agreement with prospective buyers that the building under reference is constructed with open spaces deficiency. (f) No objection if the neighbouring plot owner come for development with deficiency in open spaces.
- 34 That the Registered Undertaking from developer shall not be submitted for following: (a) Special attendant shall be deployed to manoeuvring the movement of car at entry/exit gates. (b) Area reserved for the parking shall be used for the purpose of parking only. (c) setback land will not be handed over to BMC free of cost. (d) Tandem parking will not be allotted to the single flat owner. (e) not to misuse service floors/part terraces/tie beams/pressure ducts. (f) society office and fitness centre will not be handed over to society/ association / apartment. (f) the excess parking will not be handed over to BMC free of cost in case full F.S.I. is not consumed. (g) against any litigation, claims arising out of issue out of the damage due to contravening toilets & also adequate water proofing treatment will be provided. (g) Agreeing to sale tandem parking to same owner
- 35 That the Indemnity Bond from the developer to indemnifying BMC for following: (a) against any

litigation, claims arising out of issue out of the damage due to contravining toilets & also adequate water proofing treatment will be provided (b) Indemnity Bond, indemnifying the BMC for damages, risks, accidents, to the occupiers (c) indemnifying BMC against disputes, litigations, claims, arising out of ownership of plot and plot boundary.

- 36 That the feasibility report from Geologist consultant for providing basement shall not be submitted.
- 37 That the Form of Notice for Start of Work as per Regn.11(2) and Section 347(i)(a) of the Mumbai Municipal Corporation Act, 1888 shall not be submitted.
- 38 That the NOC to development and NOC to C.C. from A.C. Estates Department shall not be submitted.
- 39 That the NOC/Remarks from H and E Consultants for electrical or mechanical/ artificial light and ventilation for proposed buildings shall not be complied with.
- 40 That the specification & design of Rain Water Harvesting scheme as per the State Govt.'s directives u/No.TPB-4307/396/CR-124/2007/UD-11 dated 6th June 2007 and as per Regn.62 of DCPR 2034 shall not be submitted.
- 41 That the permission of carriage entrance from Ward shall not be complied with.
- 42 That the NOC from user department of BMC for allowing access through C.S.No.109 of Lower Parel Division shall not be submitted.
- 43 That the NOC from BEST/Electric Supply Company for proposed substation shall not be complied with.
- 44 That the NOC from MOEF Department shall not be submitted.
- 45 That the NOC from High Rise Committee (HRC) shall not be submitted.
- 46 That the remarks for requirement of STP from MEP consultants shall not be submitted.
- 47 That the Layout/Amalgamation of Plots shall not be got approved before plinth C.C.
- 48 That the detail requirement of Tie Beams from Structural Engineer shall not be complied with.
- 49 That the revised NOC from CFO Department as per proposed plans shall not be submitted.
- 50 That the facilities for physically handicapped persons shall not be provided as per the accompaniment in Govt. in U.D. Department notification No.TPB 432001/1829/CR-216/2001/UD-11 dated 2nd December 2003.
- 51 That the guidelines of Air Pollution Mitigation shall not be strictly followed.

**B: FOR LABOUR CAMP / TEMPORARY SHED**

- 1 Nil

**C: CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C.**

- 1 That the plan showing plinth/stil height and dimensions shall not be got checked by this office staff.
- 2 That the amended Remarks of concerned authorities/ empanelled consultants for the approved plan, if differing from the plans submitted for remarks, shall not be submitted for: (a) S.W.D. (b) Parking (c) Sewerage (d) Water Works (e) Hydraulic Engineer (f) PCD.
- 3 That the Material testing report shall not be submitted.
- 4 That the yearly progress report of the work will not be submitted by the Architect.

5. That the Structural Stability Certificate along with Plinth Completion Certificate regarding constructed plinth through Registered Structural Engineer shall not be submitted.
6. That the Additional Development Cess shall not be paid before further C.C.
7. That every year before onset of the monsoon / revalidation of C.C., structural stability certificate of the work executed on site shall not be submitted by the appointed Registered Structural Engineer / Consultant, appointed by owner / occupier / society.
8. That the NOC to further C.C. from A.C. (Estates) Department shall not be submitted.
9. That the requisition clause No.49 of DCPR 2034 from Structural Engineer for quality and test report shall not be submitted.
10. That the Form of intimation of Completion of Work upto Plinth Level as per Annexure 14 of Regn.11(4) from Registered Site Supervisor shall not be submitted.
11. That the NOC from Civil Aviation Department shall not be submitted.
12. That the encroachment shall not be removed before further C.C.

**D: GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C**

1. That the dust bin will not be provided on site.
2. That the open spaces as per approval, parking spaces and terrace will not be kept open.
3. That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at a prominent place.
4. That the completion certificate for carriage entrance shall not be submitted.
5. That terraces, sanitary blocks, nehamis in kitchen will not be made Water proof and same will not be provided by method of plastering and all sanitary connections will not be leak proof and smoke test will not be done in presence of licensed plumber.
6. That final N.O.C. from concerned authorities / empanelled consultants for: (a) S.W.D. (b) Sewerage (c) CPO (d) Tree authority (e) Hydraulic Engineer (f) A.A. & C (Tax Clearance Certificate) (g) Drainage Layout (h) Rain Water Harvesting (i) M and E.
7. That the Structural Engineer's final Stability with Work Completion Certificate and final R.C.C. design plans along with up-to-date License copy shall not be submitted.
8. That the Site Supervisor Certificate for quality of work and completion of the work shall not be submitted in prescribed format.
9. That the parking spaces shall not be provided as per DCPR 2034.
10. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
11. That the N.O.C. from Inspector of Lifts, P.W.D., Maharashtra, will not be obtained and submitted to this office.
12. That the final NOC from Assistant Commissioner Estates Department shall not be submitted.
13. That the Fresh Property Registered Card in the name of the owner of leasehold and freehold plot shall not be submitted.

No P-20221/2024(4/71 And Other)G/South/LOWER PAREL/OD/1/Now  
Dated: 10 December 2024

14. That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid waste Management of M.C.G.M. shall not be provided.
15. That the Additional Development Cess shall not be paid before O.C.
16. That the following documents shall not be compiled, preserved and handed over to the end user / prospective society within a period of 30 days in case of redevelopment of properties and in other cases, the same should be handed over within a period of 90 days after granting occupation certificate by BMC. (a) Ownership documents (b) Copies of I.O.D., C.C., subsequent amendments, O.C.C., B.C.C. and corresponding canvas mounted plans (c) Copies of soil investigation reports (d) R.C.C. details and canvas mounted structural drawings (e) Structural Stability Certificate from Licensed Structural Engineer (f) Structural Audit Reports (g) All details of repairs carried out in the buildings (h) Supervision certificate issued by the Licensed Site Supervisor (i) Building Completion Certificate issued by Licensed Surveyor/ Architect (j) NOC and completion certificate issued by the C.F.O. (k) Fire safety audit carried out as per the requirement of C.F.O.
17. That the certified copy of sale agreement incorporating the following conditions shall not be submitted to this office (a) That the prospective society / end user shall not preserve and maintain the documents/plans received from Owner/Developer/Architect and subsequently carry out necessary repairs / structural audit/ fire audit at regular interval and also present periodical structural audit reports and repair history, similarly to check and to carry out fire safety audit time to time as per requirement of C.F.O. through the authorized agency of BMC.
18. The registered undertaking and indemnity bond shall not be submitted stating that the conditions mentioned at Sr.No.17 will be incorporated in the sale agreement and the same will be informed to the prospective society/ end user.
19. That the supervision certificate shall be submitted periodically i.e. every 3 months from the L.S. / Engineer / Structural Engineer / Supervisor or Architect as the case may be as per D.C.Reg.5(3)(x) regarding satisfactory construction on site.
20. That the Sample Sale Agreement with prospective buyers/members shall not be submitted.
21. That certificate under Sec. 270A of B.M.C. Act will not be obtained from H.E.'s Department regarding adequacy of water supply.

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( ) 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 9 December day of 2025 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 Bye-law, 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. (28 Town Hall) 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 or occupation is detected by the Assessor and Collector's Department.
5. Your attention is 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-20221/2024/(4/71 And Other)G/South/LOWER PAREL/OD/1/New  
Dated: 10 December 2024

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.



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**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 stored in front of the property. The scaffoldings, bricks metal, sand progs 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

avoid the excavation of the road an 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 asphalting 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 if 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 area in occupation of each.
  - ii. Specifically signed agreement between you and the existing tenants that they are willing to avail of 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

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 Nahans 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 not 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 rabbit protected 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 by 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 Bye-law 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.

No. P-20221/2024(4/71 And Other)G/South/LOWER PAREL/IOD/1/New  
Dated- 10 December 2024

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

P-20221/2024(4/71 And Other)G/South/LOWER PAREL/IOD/1/New

Copy To - 1. AMEET G. PAWAR  
SATYANARAYAN PRASAD COMMERCIAL CENTER, GROUND FLOOR, DAYALDAS ROAD, VILE  
PAREL EAST, MUMBAI-400057  
2. Asst. Commissioner G/South  
3. A.E.W.W. G/South  
4. Dy.A & C. City  
5. Chief Officer, M.B.R. & R. Board G/South  
6. Designated Officer, Asstt. Engrg. (B. & F.) G/South  
7. The Collector of Mumbai

Dated: 10/12/2024 10:12:29  
Information: Administrative Business Information  
Designation: Sensitive Source

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**ANNEXURE “D”**  
**COMMENCEMENT CERTIFICATE**

C - 3



**BRIHANMUMBAI MUNICIPAL CORPORATION**



**FORM 'A'**

**MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966**

No P-20221/2024/4/71 And Other)G/South/LOWER PAREL/CC/1/New

**COMMENCEMENT CERTIFICATE**

To:  
Kansai Nerolac Paints Limited  
Nerolac House, Ganpatrao Kadam Marg, Lower  
parel, Mumbai- 400 013

Sir,  
With reference to your application No. P-20221/2024/4/71 And Other)G/South/LOWER PAREL/CC/1/New Dated. 09 Jan 2024 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 09 Jan 2024 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. C.S.No.4/71 ,144 ,1/145 ,1/284 C.T.S. No. 4/71 ,144 ,1/145 ,1/284 Division : Village / Town Planning Scheme No. 2044 situated at **Ganpatrao Kadam Marg Road / Street in G/South 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) City-I** Executive Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 3/4/2026

Issue On : 04 Apr 2025

Valid Upto : 03 Apr 2026

Application Number :

P-20221/2024/(4/71 And  
Other)/G/South/LOWER PAREL/CC/1/New

Remark :

This part plinth C.C. is granted for portion marked A-B-C-D and E-F-G-H as per approved Phase Programme approval letter/Plan dated 03.04.2025 and as per IOD/ Plans dated 10.12.2024.



Cc to :

1. Architect
2. Collector Mumbai Suburban / Mumbai District

For and on behalf of Local Authority

Brahmumbai Municipal Corporation

Executive Engineer , Building Proposal

City G/South Ward

P-20221/2024/(4/71 And Other)/G/South/LOWER PAREL/CC/1/New

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**ANNEXURE "E"**  
**TITLE CERTIFICATE**

**AMIT VISHWASRAO CHOURGULE**  
B.COM, LL.B.

Advocate

B/22, Flat No. 702, Shantadurga  
Building, Shantisagar Police CBS,  
Ramabai Nagar,  
Ghatkopar (East),  
Mumbai- 400075  
Email: [amitv.chougule@gmail.com](mailto:amitv.chougule@gmail.com)  
Cont. No.: (+91) 9821713964

Format 'A'

(Circular No. 28/2021)

Ref.no. 1/2025

April 3, 2025

To,  
MahaRERA  
6<sup>th</sup> & 7<sup>th</sup> floor,  
HouseIn Bhavan,  
Plot No. C-21, E-Block,  
Bandra Kurla Complex,  
Bandra (East), Mumbai 400 051

**LEGAL TITLE REPORT**

Sale: Title clearance certificate with respect to:

(i) the leasehold land admeasuring approximately 1,546 square yards, equivalent to approximately 1,292.65 square metres (area of this land and First Freehold Land aggregate to 4,925.45 square metres as per city survey records), together with compound wall standing thereon, bearing new Survey nos. 3142 (part) and 2767 (part) and Cadastral Survey no. 144 of Lower Parel Division, situate in the City and Island and Registration Sub-District of Bombay (formerly Government land) and now forming part of the Estate distinguished by the consecutive number and letters no. I (i and m) portion (now being Plot No. I (i and M) portion of the flats Estate) and the short definition "The Flats" contained in Schedule 'C' to the City of Bombay Improvement Trust Transfer Act, 1925, Division Lower Parel and assessed by the Municipality (now known as Brihanmumbai Municipal Corporation) under 'G' Ward no. 1067 (2 and 3), Street no. 72 (a & b), (and now assessed by the Municipal Corporation (now known as Brihanmumbai Municipal Corporation) and



1

**AMIT VISHWASRAO CHOURGULE**  
B.COM, LL.B.  
Advocate

B/22, Flat No. 702, Shaastadurga  
Building, Shaastisagar Police CHS,  
Ramabai Nagar,  
Ghatkopar (East),  
Mumbai- 400075  
Email: [adv.amitychoungule@gmail.com](mailto:adv.amitychoungule@gmail.com)  
Cont. No.: +91 9821712994

Collector of Municipal Rates and Taxes under 'G' Ward nos. 2218 (6-7),  
2220 (2-3), 2218 (3), and 2218 (3-A), Street Nos. 319-319-E, 114-F, 114-  
I, 1216-A, 1216-B, and 1214-AB, situate, lying and being at Lower Parel  
Division, G/South Ward, Ganpatrao Kadam Marg, Lower Parel, Mumbai  
400013 ("First Leasehold Land");

- (ii) the leasehold land admeasuring approximately 7,456 square yards, that  
is, equivalent to approximately 6,234.16 square metres, bearing new  
Survey no. 2768 (part) and forming part of Cadastral Survey no. 4/71 of  
Lower Parel Division, situate on and being Plot nos. 1(G)(part) and 1(I)  
(part) of the Flats Estate formerly of The Trustees for the Improvement  
of the City of Bombay and now of the Municipal Corporation of the City  
of Bombay in the City and Island and Sub-Registration District of  
Bombay, and assessed by the Corporation (now known as Brihanmumbai  
Municipal Corporation) and Collector of Municipal Rates and Taxes  
under 'G' Ward no. 2218 (1A), Street No. 1214aa (now Street No. 1214),  
situate, lying and being at Lower Parel Division, G/South Ward,  
Ganpatrao Kadam Marg, Lower Parel, Mumbai, 400013 ("Second  
Leasehold Land"). The First Leasehold Land, and the Second Leasehold  
Land are collectively referred to as "Leasehold Lands";
- (iii) the freehold land (earlier Government Farms tenure) admeasuring  
approximately 4,214 square yards, that is, equivalent to approximately  
3,523.44 square metres (area of this land and First Leasehold Land  
aggregate to 4,926.45 square metres as per city survey records), with the  
messuages, tenements and buildings earlier standing thereon, bearing  
Collector's old nos. 84, 297 and 696, Collector's new nos. A/11987 and  
12311, new Survey no. 1/2766, Cadastral Survey no. 144 of Lower Parel  
Division, and in the books of the Corporation (now Brihanmumbai  
Municipal Corporation) and Collector of Municipal Rates and Taxes

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under Ward G Nos. 2118(6), 2118(7) and 2220(2), and Street nos. 1114 (E), 1114 (F) and 1216(A), situate, lying and being on the Southern side of Ferguson Road, and in the Island and Sub-Registration District of Bombay, registered in the Books of the Collector of Land Revenue, situate, lying and being at Lower Parel Division, G/South Ward, Gopalrao Kadam Marg, Lower Parel, Mumbai 400013 ("First Freehold Land");

(iv) the freehold land admeasuring approximately 968.97 square yards, that is, equivalent to approximately 810.20 square metres, and registered in the books of the Collector of Land Revenue, bearing Cadastral Survey no. 1/284 of Lower Parel Division, and in the Books of the Collector of Municipal Rates and Taxes under G Ward No. 2218(3), Street No. 1214 B, situate, lying and being at Ferguson Road, in the Registration Sub-District of Bombay in the City and Island of Bombay, together with all rights, easements, advantages, and appurtenances whatsoever thereto or to any part thereof belonging or with the same, situate, lying and being at Lower Parel Division, G/South Ward, Gopalrao Kadam Marg, Lower Parel, Mumbai 400013 ("Second Freehold Land");

(v) the land (earlier form tenure) admeasuring approximately 6,000 square yards, that is, equivalent to approximately 5,016.76 square metres, then bearing Collectors old nos. 320, 321, and 322, and Collectors new nos. A/12354(part) and 12357(part), corresponding to new Survey no. 2765(part), and assessed by the Bombay Municipality (now Brihanmumbai Municipal Corporation) under G ward nos. 2020(3) and 2221(1) (now being G ward no. 2220(3)), and Street no. 1216 B Ferguson Road, Cadastral Survey no. 1/145 of Lower Parel Division, at Ferguson Road without the fort and in the Registration Sub-District of Bombay, situate, lying and being at Lower Parel Division, G/South Ward,

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Ganpatrao Kadam Marg, Lower Parel, Mumbai 400013 ("Third Freehold Land") together with the benefit of the right of way over 40 feet wide passage leading from Fergusson Road to the aforesaid land ("Third Freehold Land Right of Way"). The First Freehold Land, the Second Freehold Land and the Third Freehold Land are collectively referred to as "Freehold Lands"; and.

(vi) the office building comprising of ground plus 6 floors, admeasuring approximately 5,106.72 square metres, standing upon the Second Leasehold Land ("Building").

The Leasehold Lands, the Freehold Lands, and the Building are collectively referred to as the "Property". The total aggregate area of the Leasehold Lands, and the Freehold Lands, as per city survey records, is admeasuring approximately 16,987.21 square metres.

(i). We have investigated the right, title, and interest of Aethon Developers Private Limited, CIN No. (U70109MH2021PTC364477), a company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013, having its registered address at 601, Kunwal & Omkar Premises CHS Ltd., 6<sup>th</sup> floor, Opp. Sion Chunabhatti Signal, Sion (East), Mumbai 400022 ("ADPL") to the Property, on request of ADPL, and in relation thereto perused the following documents:

(a). Description of the property: Description of the Property and the Third Freehold Land Right of Way as mentioned in caption hereinafore;

(b). The documents of allotment of plot: (i) The documents pertaining to the Property, Third Freehold Land Right of Way, and devolution of title thereof are as referred to in the Report on Title bearing Reference no. 176/2024, dated 8<sup>th</sup>



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November, 2024, which is annexed hereto and marked Annexure 'B' ("Report on Title"), including as follows: (A) Deed of Assignment dated 24<sup>th</sup> October, 2024, executed by and between KNPL as the 'Assignor' of the One Part, and ADPL as the 'the Assignee' of the Other Part, registered in the Office of the Sub-Registrar of Assurances at Mumbai -2, vide Serial no. 25264 of 2024 ("First Leasehold Land Deed of Assignment"), whereby KNPL has irrevocably and unconditionally assigned and transferred unto ADPL, free from all encumbrances, claims, disputes, and demands, and with a clear and marketable title, KNPL's leasehold rights in the First Leasehold Land for the residue now unexpired of the term of thirty (30) years commencing with effect from 12<sup>th</sup> November, 2018 and ending on 11<sup>th</sup> November, 2048, granted under the Land Lease Renewal Consent (as defined and described in the Report on Title) and for all further period of lease as may be granted by the BMC, at or for the lumpsum consideration (which ADPL has duly paid to KNPL in full as mentioned therein), and upon the terms and conditions recorded and contained therein; (B) Deed of Assignment dated 24<sup>th</sup> October, 2024, executed by and between KNPL as the 'Assignor' of the One Part, and ADPL as the 'the Assignee' of the Other Part, registered in the Office of the Sub-Registrar of Assurances at Mumbai -2, vide Serial no. 25267 of 2024 ("Second Leasehold Land Deed of Assignment"), whereby KNPL has irrevocably and unconditionally assigned and transferred unto ADPL, free from all encumbrances, claims, disputes, and demands, and with a clear and marketable title, KNPL's leasehold rights in the Second Leasehold Land for the residue now unexpired of the term of nine hundred and ninety-nine (999) years commencing with effect from 15<sup>th</sup> May, 1933, granted under the 1937 Indenture of Lease (as defined and described in the Report on Title) subject to the assignment approvals and for all further period of lease as may be granted by the BMC, at or for the lumpsum consideration (which ADPL has duly paid to KNPL in full as mentioned therein), and upon the terms and conditions recorded and contained therein; (C) Deed of Conveyance dated 24<sup>th</sup> October, 2024, registered in the Office of the Sub-Registrar of Assurances at

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Mumbai -2, vide Serial no. 25265 of 2024 ("First Freehold Land and Second Freehold Land Deed of Conveyance"), made by and between KNPL as the "Vendor" of the One Part, and ADPL as the "Purchaser" of the Other Part, whereby KNPL sold, conveyed, transferred and assigned, the Freehold Lands, with the quiet, vacant, peaceful physical possession thereof unto ADPL, at or for the lumpsum consideration (which ADPL has duly paid to KNPL in full as mentioned therein), and upon the terms and conditions recorded and contained therein; (D) Deed of Conveyance dated 24<sup>th</sup> October, 2024, registered in the Office of the Sub-Registrar of Assurances at Mumbai -2, vide Serial no. 25266 of 2024 ("Third Freehold Land Deed of Conveyance"), made by and between KNPL as the "Vendor" of the One Part, and ADPL as the "Purchaser" of the Other Part, whereby KNPL sold, conveyed, transferred and assigned, the Third Freehold Land, with the quiet, vacant, peaceful physical possession thereof, together with the benefit of the Third Freehold Land Right of Way to ADPL, at or for the lumpsum consideration (which ADPL has duly paid to KNPL in full as mentioned therein), and upon the terms and conditions recorded and contained therein; (E) Deed of Conveyance dated 24<sup>th</sup> October, 2024, registered in the Office of the Sub-Registrar of Assurances at Mumbai City-2, vide Serial no. 25401 of 2024 ("Building Deed of Conveyance"), made by and between KNPL as the "Vendor" of the One Part, and ADPL as the "Purchaser" of the Other Part, whereby KNPL sold, conveyed, transferred, assured, and assigned, the Building, with the entire and complete ownership right, title, and interest of KNPL, with the quiet, vacant, peaceful physical possession thereof to ADPL, at or for the lumpsum consideration (which ADPL has duly paid to KNPL in full as mentioned therein), and upon the terms and conditions recorded and contained therein.

The First Leasehold Land Deed of Assignment, the Second Leasehold Land Deed of Assignment, the First Freehold and Second Freehold Land Deed of Conveyance, the Third Freehold Land Deed of Conveyance, and the Building



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Deed of Conveyance are hereinafter collectively referred to as "ADPL's Title Deeds & Documents".

(ii) The Brihanmumbai Municipal Corporation ("BMC"), by its letter bearing reference no. SAA/Malnaita/534350/Muktu-1, dated 6<sup>th</sup> November, 2024 ("2024 BMC Approval Letter"), addressed to Goodlass Nerolac Paints Private Limited (now known as 'Kansai Nerolac Paints Limited') and another, has granted conditional permission for the exchange and amalgamation of certain lands owned formerly by Kansai Nerolac Paints Limited (formerly known as 'Goodlass Nerolac Paints Private Limited', prior to the change of its name) ("KNPL") and now owned and held by ADPL under the ADPL's Title Deeds & Documents and certain lands owned by BMC, subject to fulfilment of the terms and conditions recorded and contained therein.

(c) Property Register Cards: (i) Survey Register for Town and Island of Bombay (Property Register Card) dated 27<sup>th</sup> January, 2023, of Cadastral Survey No. 144, of Lower Parel Division, obtained from Mumbai Municipal Land Survey Register, issued by the Assistant Superintendent cum City Survey Office No. 1/2, Mumbai, records the name of Goodlass Nerolac Paints Limited as the owner of the aforesaid land; (ii) Survey Register for the Town and Island of Bombay dated 27<sup>th</sup> January, 2023, issued by the Assistant Superintendent cum City Survey Office No. 1/2, Mumbai, in respect of Division Lower Parel, Register No. 213, of Cadastral Survey No. 4/71, records the name of Goodlass Wall (India) Limited as the lessee of the said land and The Municipal Corporation for the City of Bombay (now known as BMC) as the lessor of the said land; (iii) Survey Register for the Town and Island of Bombay dated 27<sup>th</sup> January, 2023, issued by the Assistant Superintendent cum City Survey Office No. 1/2, Mumbai, in respect of Division Lower Parel, Register No. 216, of Cadastral Survey No. 1/234, records the name of Goodlass Wall (India) Limited as the holder of the said land, (iv) Survey Register for the Town and Island of Bombay dated 27<sup>th</sup> January, 2023, issued by the Assistant Superintendent cum

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City Survey Office No. 1/2, Mumbai, in respect of Division Lower Parel,  
Register No. 214, of Cadastral Survey No. 1/145, records the name of Goodlass  
Wall (India) Limited as lessee of the said land; The Property Register Cards for  
C.S No 4/71, 1/284 and 1/145 is in process of getting updated and transferred to  
M/s Aethon Developers Pvt Ltd.

(d). **Search Reports:** (i) searches in the Offices of the Sub-Registrar of  
Assurance from the years 1910 to 2023 (that is, about 113 years), and from 19<sup>th</sup>  
January, 2023 to 29<sup>th</sup> September, 2024 (that is, about 1 year, and 8 months) i.e.  
total approximately 114 years and 8 months; (ii) searches available on the  
website of the the Ministry of Corporate Affairs ("MCA"); (iii) online portal  
asset-based search on official website of Central Registry of Securitisation Asset  
Reconstruction and Security Interest of India ("CERSAI"); (iv) online portal  
litigation searches on the website of certain courts of India, all are also referred  
to in the Annexure 'B' annexed hereto.

(2). We have limited the period of our due diligence in the documents mentioned herein,  
in the Report on Title, and the Search Reports. On perusal of the abovementioned  
documents and all other relevant documents relating to title of the Property as referred  
to in the Annexure 'B' annexed hereto, we are of the opinion that:

(A). ADPL is: (i) entitled to, and has been granted leasehold rights in respect of  
the Leasehold Land, subject to the First Leasehold Land Deed of  
Assignment, and Second Leasehold Land Deed of Assignment being taken on  
record by the BMC and conditions mentioned in the Renewal Lease Consent  
Letter and the terms of the Debenture Trust Deed (all as defined and described  
in the Report on Title), (ii) the owner of the Freehold Lands, together with the  
benefit of the right of way over the Third Freehold Land Right of Way, and  
Building under the First Freehold Land and Second Freehold Land Deed of  
Conveyance, Third Freehold Land Deed of Conveyance and Building Deed

  
A

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of Conveyance, subject to the terms of the Debonair Trust Deed (as defined and described in the Report on Title);

(B). ADPL's right, title, and interest to the Property, is clear and marketable, and free from encumbrances;

(C). Qualifying comments/remarks if any: As referred to in the Annexure 'B', that is, Report on Title, enclosed/ annexed hereto, including conditions recorded and contained in the 2024 BMC Approval Letter.

(3). The report reflecting the flow of the title of ADPL on the Property, is enclosed herewith as Annexure 'A'.

Encl: Annexure 'A' and Annexure 'B'

Dated this 2<sup>nd</sup> April 2025

Yours faithfully,  
  
Amit V. Chougle  
Advocate

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**FORMAT 'A'**

(Circular No. 28/2021)

**Flow of the Title of the Property**

(1). The Survey Register for the Town and Island of Bombay, dated 27<sup>th</sup> January, 2023 issued by the Assistant Superintendent cum City Survey Office No. 1/2, Mumbai, of Cadastral Survey No. 144, of Lower Parel Division ("Survey Register for C. S. No. 144"), *inter alia*, records the details of C.S. no. 144 as: (a) Street no.: Ward 2220(1), Street no. 1216, 'G' Ward nos. 2218 (6-7), 2220, etc. Street nos. 319- 319 E, 114F, etc., (b) Tenure: L.T.A., (c) area: 4926.45 square metres, (d) Laughtons Survey no.: 1/2766, (e) New Collector's no. (Collectors Rent Roll No.): 11987, 12311, and (f) holder: Goodlass Nerolac Paints Limited as owner. The date of 1927 Indenture of Lease is inadvertently recorded as 16<sup>th</sup> March, 19267, in the Survey Register for C. S. No. 144. The Survey Register for C. S. No. 144 has not been updated to reflect the name of ADPL, it still reflects the name as Goodlass Nerolac Paints Limited (that is name of KNPL prior to its name change).

(2). The Survey Register for the Town and Island of Bombay dated 27<sup>th</sup> January, 2023, issued by the Assistant Superintendent cum City Survey Office No. 1/2, Mumbai, in respect of Division: Lower Parel, Register No. 213, of Cadastral Survey No. 4/71 ("Survey Register for C. S. No. 4/71"), *inter alia*, records that: (a) area as 6,234.16 square metres, that is, equivalent to 7,456 square yards, (b) Tenure mentioned as Municipal land, (c) Laughtons Survey No. 2768, (d) Name of Street or locality: Haines Road and Fergusson Road, (e) Street No.: 1214, G Ward no. 2218(1A), (f) Names of Goodlass Wall (India) Limited records as the lessee of the said land and the name of The Municipal Corporation for the City of Bombay (now known as BMC) records as the lessor, (g) Mode of Acquisition by Present Lessor: 1937 Indenture of Lease. The Survey Register for C. S. No. 4/71 has not been updated to reflect the name of ADPL, it still reflects the name as Goodlass Nerolac Paints Limited (that is name of KNPL prior to its name change).

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(3). The Survey Register for the Town and Island of Bombay dated 27<sup>th</sup> January, 2023, issued by the Assistant Superintendent cum City Survey Office No. 1/2, Mumbai, in respect of Division Lower Parel, Register No. 216, of Cadastral Survey No. 1/284 ("Survey Register for C. S. No. 1/284"), *inter alia*, records: (a) area as 810.20 square metres, that is, equivalent to 968.97 square yards, (b) name of the Street or locality: Ferguson Road, (c) Street no.: G ward 2218(B), street no. 1214B, (d) Name of Goodlass Wall (India) Limited records as the holder, and (e) the December 1934 Indenture. The date of December 1934 Indenture is inadvertently recorded as 12<sup>th</sup> December, 1939, in the Survey Register for C. S. No. 1/284. The Survey Register for C. S. No. 1/284 has not been updated to reflect the name of ADPL, it still reflects the name as Goodlass Nerolac Paints Limited (that is name of KNPL prior to its name change).

(4). The Survey Register for the Town and Island of Bombay dated 27<sup>th</sup> January, 2023, issued by the Assistant Superintendent cum City Survey Office No. 1/2, Mumbai, in respect of Division Lower Parel, Register No. 214, of Cadastral Survey No. 1/145 ("Survey Register for C. S. No. 1/145"), *inter alia*, records that: (a) area of the land admeasuring 5,916.76 square metres, that is, equivalent to 6,600 square yards, (b) Tenure is L. T. A. (that is, Land Tenure Abolition), (c) Laughtons Survey No. as Part of 2765, (d) name of the Street or locality: Ferguson Road, (e) Collectors New No. Part of A/12354, 12357 L.L.A.C.R.R. No. 850, (f) Assessment was fixed as per The Bombay City (Inam and Special Tenures) Abolition and Maharashtra Land Revenue Code (Amendment) Act, 1969, and vide Order No. REV/TAB/ISCI/L.P.C.S. NO. 1/145 dated 7<sup>th</sup> July, 1983 issued by the Deputy Collector Tenure Abolition BR. Bombay City Order filed in File No. S/MI/MISC/Lower Parel Division, (g) Name of Goodlass Wall (India) Limited records as lessee, (h) Mode of Acquisition by present Owner: Appointed Framji Jamshedji Bilia as new trustee on 18<sup>th</sup> April, 1932 by Faredun Kershap Dadachandji. Upon perusal of Survey Register for C. S. No. 1/145 it appears that it has recorded incomplete details of April 1932 Indenture, as under this document Faredun appointed Framji as well as Ardesir, Nusserwanji and Runstomji (all defined under Report on Title) as new trustees. The Survey Register for C. S. No. 1/145 is in the process of getting

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updated to reflect the name of ADPL, as it still reflects the name as Goodlass Nerolac Paints Limited (that is name of KNPL prior to its name change).

(5). Search Reports:

(i). Mr. Sameer M. Sawant, Property Title Investigator ("Search Clerk"), in the Offices of the Sub-Registrar of Assurance at Old Custom House, Mumbai from the years 1910 to 2023 (that is, about 113 years), and also in the Offices (Mumbai-1, Mumbai-2, Mumbai-3, Mumbai-4, and Mumbai-5) of the Sub-Registrar of Assurances at Worli and Old Custom House, Fort Mumbai from the years 2002 to 2023, respectively, in respect of the Property, and in pursuance thereof Search Clerk has issued his Property Search Report dated 27<sup>th</sup> January, 2023 ("Property Search Report-I"), who has recorded, in the Property Search Report-I that during searches undertaken by it in the aforesaid Sub-Registrar Offices, many manual and computer Index Book records have not been entered properly and some pages of the Index II are torn;

(ii). Search Clerk, in the Officer of the Sub-Registrar of Assurances at Mumbai- 1, 2, 3, 4, and 5 from 19<sup>th</sup> January, 2023 to 29<sup>th</sup> September, 2024, in respect of the Property, and in pursuance thereof the Search Clerk issued its Search Report dated 3<sup>rd</sup> October, 2024 ("Property Search Report-II"), who has recorded, in the Property Search Report-II, that during searches undertaken by it in the aforesaid Sub-Registrar Offices he did not find any relevant registered document pertaining to the Property and the computer Index-II Book records have not been entered properly and some pages of the Index II are torn;

(iii). M. K. Saraswat & Associates, Company Secretary, based on the documents available on the website of the Ministry of Corporate Affairs ("MCA") as on 12<sup>th</sup> January, 2023, in respect of KNPL and in pursuance thereof it has issued its report dated 12<sup>th</sup> January, 2023;

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(iv). Kaashik Joshi & Co., Practising Company Secretary, based on the documents available on the website of the MCA as on 26<sup>th</sup> September, 2024, in respect of KNPL and in pursuance thereof it has issued its report dated 26<sup>th</sup> September, 2024;

(v). Cubictree Technology Solutions Private Limited ("Cubictree"), in respect of the online portal asset-based search on official website of CERSAI in respect of the Leasehold Lands, and Freehold Lands, and in pursuance thereof Cubictree has issued its CERSAI Search Reports in respect of the Leasehold Lands, and Freehold Lands all dated 18<sup>th</sup> September, 2024;

(vi). Cubictree in respect of online portal litigation searches on the website of certain courts, in respect of suits or proceedings filed by and/or against Goodlass Nerolac Paints Private Limited, and Kansai Nerolac Paints Limited in pursuance of which it has issued its reports both dated 8<sup>th</sup> February, 2023; and

(vii). Cubictree in respect of online portal litigation searches on the website of certain courts, in respect of suits or proceedings filed by and/or against Goodlass Nerolac Paints Private Limited, and Kansai Nerolac Paints Limited in pursuance of which it has issued its reports both dated 18<sup>th</sup> September, 2024.

(6). Any other relevant title: as per Report on Title.

(7). Litigations:

(i). Writ Petition No. (Stamped) 10572 of 2014:

Mr. Sunil Gopal Tilaye, and Mr. K. Krishnakutty Nair filed Civil Writ Petition No. 10572 of 2014 ("2014 Writ Petition") against State of Maharashtra through Ministry of Urban Development Mantralaya, Chief Secretary Urban Land Ceiling Department, Additional Collector & Competent Authority, Additional Collector & Competent Authority Office of Additional Collector and C.A. ULC, KNPL, before the Hon'ble High Court of Bombay, Civil Appellate Jurisdiction, for directions to the State



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Government to resume the excess vacant land from KNPL which was exempted under Section 20(1) of the ULC&R Act and for bringing to the notice of the Hon'ble Court the illegalities/irregularities committed by the competent authority and officials of ULC department and non-action of the State of Maharashtra against the breach of the 1981 ULC Exemption Order (as defined and described in Report on Title). The Petitioners have further, *inter alia*, stated in the 2014 Writ Petition that, since KNPL has closed down its unit at Thane and Lower Parel, the purpose for which the exemption order was granted has become redundant. Therefore, to confiscate the said lands and use it either for housing employees under Section 23 of the ULC&R Act and also for housing economically weaker sections of the Society or for any other public purpose. Hon'ble High Court of Bombay has passed an Order dated 28<sup>th</sup> July, 2015 in the 2014 Writ Petition, wherein the Hon'ble High Court of Bombay records that due to the pendency of the petition for Special Leave for Appeal (C) no. 29006 of 2014, in which a Judgment and Order dated 3<sup>rd</sup> September, 2014 of the Full bench of the Hon'ble High Court of Bombay is under challenge, no relief can be granted for prayer clause (c) (that is, "*Pending the hearing and final disposal of the present petition, this Hon'ble Court may be pleased to direct Respondent No. 1 to 4 to submit a report of the cases in which exemption order granted u/s 20(1) of the ULC Act has been breached and the action, if any, taken by the Respondents No. 1 to 4 for withdrawing/ enforcing the exemption order.*") The Hon'ble High Court of Bombay directed that the Petitioners can only move the Hon'ble High Court of Bombay for the grant of the prayer clause (c) after the aforesaid SLP is disposed of. The Hon'ble High Court of Bombay further records that no relief can be granted in terms of prayer clause (d) (that is, "*Pending the hearing and final disposal of the present petition, this Hon'ble Court may be pleased to appoint a Receiver with respect to the land at Kavesar, Thane having C. S. No. 138, 214, 215, 216, 218, 219, 220, 221, 231, 232, 285, 286, and 288 admeasuring 57882 sq.mtrs. and at Lower Parel, Mumbai 400 013 having C. S. Nos. 471, 144, 1/145, 1/386, and 71 admeasuring 8912 sq.mtrs. and restrain Respondent No. 3 dealing with the land under the exemption order.*") as there is no foundation in support of the apprehension that KNPL is likely to develop the lands in question. However, the Hon'ble High Court of



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Bombay allows the Petitioners to approach the Hon'ble High Court of Bombay for consideration of prayer clause (d) in case of any change in circumstances. On perusal of the website of Hon'ble High Court of Bombay, we observe that the 2014 Writ Petition is pending for hearing and final disposal, and till date no adverse orders have been passed in the 2014 Writ Petition. Further, it is pertinent to note that ADPL on behalf of KNPL has obtained the ULC NOC (as defined and described in Report on Title) whereby KNPL has been permitted for development/ transfer of the Leasehold Lands, and Freehold Lands.

(ii). Public Interest Litigation (L) No. 15884 of 2022:

Niwam Abhiyan (A trust registered under the Bombay Public Trust Act), Paints Employees Union, Kansai Nerolac Paints Employees Co-operative Housing Society (Proposed) filed Public Interest Litigation (Stamped) No. 15884 of 2022 ("2022 PIL"), against BMC, Department of Housing State of Maharashtra, Urban Development Department State of Maharashtra, Additional Collector Mumbai District, Additional Collector, Thane Municipal Corporation, KNPL, before the Hon'ble High Court of Bombay, to challenge the inaction on the part of the authorities in stopping KNPL from alienating and creating any third-party rights in the land admeasuring approximately 16,860 square metres in Lower Parel and 1,01,408 square metres in Kavesar Ghodbunder Road Thane, upon which the factories of KNPL stood in Thane and lower Parel which were in the possession of KNPL, only due to the fact that they were exempted under Section 20 of the ULC&R Act for industrial use. The Petitioners, *inter alia*, prayed that the possession of the said lands be resumed by the concerned Government authorities and be made available for public projects including housing for the workers of KNPL. In lieu of the failure of KNPL to utilise the said lands for the purposes it was sanctioned for in the 1981 Exemption Order and the 1937 Indenture of Lease (as defined and described in the Report on Title) in respect of Second Leasehold Land, The 2022 PIL, *inter alia*, records that the breach of lease agreement by KNPL and the violations of the provisions of the MMC Act as well as the 1981 ULC Exemption Order (as defined and described in the Report on Title) require the urgent attention of the Hon'ble Court, as

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KNPL is evidently initiating the process to sell the said lands based merely on no-dues certificate to be obtained from the Labour Commissioner. The Petitioners under the 2022 PIL, *inter alia*, sought direction of the Hon'ble Court to: (a) the Urban Development Department State of Maharashtra and Additional Collector, Thane to withdraw the 1981 ULC Exemption Order (as defined and described in the Report on Title) and resume possession of the lands bearing C.S. Nos. 144, 1/145, and 71 in Lower Parel and Thane lands mentioned therein for the creation of affordable public housing, particularly for housing of the workers of KNPL in accordance with Section 3 read with Section 20 of the ULC&R Act, (b) BMC to terminate the Indenture 1937 (as defined and described in the Report on Title), and the Lease Deed for the land bearing C.S. no. 1/284 on account of the breach of the said lease agreements and violation of the provisions of the MMC Act, and resume possession of the lands bearing C.S. no. 4/71 (that is, the Second Leasehold Land) and C.S. no. 1/284 and utilise the same for public purpose more particularly for housing of workers of KNPL, (c) BMC, Department of Housing State of Maharashtra, Urban Development Department State of Maharashtra, Additional Collector Mumbai District, Additional Collector, Thane Municipal Corporation to disallow changing of existing user, and further not to permit issuance of any development permission or permit any new construction on lands bearing C.S. nos. 4/71, 144, 1/145, 1/284, and 71 in Lower Parel and the lands in Thane mentioned therein in contravention to the 1981 ULC Exemption Order (as defined and described in the Report on Title), (d) Urban Development Department State of Maharashtra, Additional Collector Mumbai District, Additional Collector to restrain KNPL from transferring, alienating, selling and/or creating any third-party rights in the exempted lands bearing C.S. nos. 4/71, 144, 1/145, 1/284, and 71 in Lower Parel and the lands in Thane mentioned therein, (e) Urban Development Department State of Maharashtra, Additional Collector Mumbai District, Additional Collector to restrain KNPL from carrying out any demolitions/construction activity in the exempted lands bearing C.S. nos. 4/71, 144, 1/145, 1/284 and 71 in Lower Parel and the land in Thane mentioned therein. On perusal of the website of Hon'ble High Court of Bombay, we observe that no interim order has been passed in the 2022 PIL and the said 2022 PIL is pending for



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pre-admission, and till date no adverse orders have been passed in the 2022 PIL. Further, it is pertinent to note that ADPL on behalf of KNPL has obtained the ULC NOC (as defined and described in Report on Title) whereby KNPL has been permitted for development/ transfer of the Leasold Lands, and Freehold Lands

Dated this 3<sup>rd</sup> April 2025

Yours faithfully,

  
Amit Chougule  
Advocate

# **ANNEXURE “ F ”**

## **PROPERTY CARDS**









**ANNEXURE “ G ”**  
**APPROVED FLOOR PLAN**

Housiey.com

**ANNEXURE “ H ”**  
**PROPOSED FLOOR PLAN**

Housiey.com