

AGREEMENT

THIS AGREEMENT made at Mumbai on this _____ day of _____ 2017, BETWEEN MESSRS. SEA PRINCESS REALTY, a registered Partnership Firm, having its office at Ashok Raj, 'H' Wing, 1st floor, S.V. Road, Goregaon (w), Mumbai - 400 062 hereinafter called "THE DEVELOPER" (which expression shall unless the same be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being constituting the said firm, the survivors or survivor of them, the heirs, executors and administrators of such last survivor, his/ her/ their assigns) of the One part AND MR./ MRS./ MESSRS. _____ residing at / having his / her/ their office at _____

_____ hereinafter called "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of an individual or individuals, his, her or their respective legal heirs, executors, administrators and permitted assigns / in the case of a body corporate, its successors and permitted assigns / in the case of a partnership firm, the partners for the time being constituting the firm and the survivors or survivor of them and their respective heirs, executors and administrators and his, her or their permitted assign / in case of a Hindu undivided family, the Karta and the co-parceners for the time being and from time to time of the Hindu Undivided Family and the survivors or survivor of them and the heirs, executors and administrators of the last surviving co-parceners and his, her or their permitted assigns / in the case of a trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and the heirs, executors and administrators of the last surviving Trustee and his, her or their permitted assigns) of the OTHER PART;

WHEREAS:

- (A) (1) Abdul Hussein Mulla Gulamally (2) Saifuddin Shaikh Sharafally (3) Fatmabai, widow of Shekh Gulamally Shamsuddin Tambawalla (4) Kulsumbai, wife of

Mohammedbhai A. Madrasawalla, (5) Fizzabai Wife of Tahrebhai Mulla Abdul Hussein, (6) Shirinbai, wife of Husseinbhai Akbarally (7) Khatunbai wife of Mommedbhai Harawalla (8) (a) Hatim Esmailji Millwala (b) Nema Esmailji Millwala (c) Shabbir Esmailji Millwala (d) Khozem Esmailji Millwala AND (e) Nafiza Quresh Goga, all being the heirs and legal representatives of Late Mullah Esmailji Sheikh Sharafali, (hereinafter collectively referred to as "the Owners") were, at the relevant time, owners of an immovable property bearing Survey No. 148(part) corresponding to CTS No.168 of Revenue Village Magathane, Taluka-Borivali, Mumbai Suburban District and in the Registration District of Mumbai, and admeasuring 1,68,000 sq.yds., equivalent to 1,40,513 sq.mtrs., or thereabouts, (hereinafter referred to as the 'Original property').

- (B) One Mura Sura Rabari, since deceased, and his heirs viz. his two widows viz. Subai Mura Rabari and Mukta Mura Rabari and their respective children, through the said widows (hereinafter referred to as the "Said Rabaris") claimed rights and possession of the said original property. Said Rabaris agreed to sell the said original property and/or their possessory rights to M/s. Narendra Builders.
- (C) By an Agreement dated 23rd April, 1981, the said Rabaris, with the confirmation of said Narendra Builders, interlia, agreed to sell the said original property to Abdulla Omer Haji Ismail Merchant and Devraj Mohanraj Gundecha (for brevity sake hereinafter referred to as 'said Gundechas') upon the terms and conditions setout therein. Pursuant to the aforesaid Agreement the said Rabari's executed diverse documents, including Power of Attorneys, declaration etc. and put said Gundechas into physical possession of the said Original property.
- (D) In the meantime by an Agreement dated 24th August, 1979, entered into between the Owners of the One Part and one Shri. Naraindas Shivandas Bharwani and Shri

Chandrabhan Shivandas Bharwani, the then partners of M/s. Bharwani Brothers & Co. (hereinafter, for the sake of brevity referred to as 'the Bharwanis'), of the Other Part, the said Owners, interalia, granted, development rights in respect of the said Original property, to the said Bharwanis, for the consideration and upon certain terms and conditions contained therein. Subject to the rights of said Gundecha to the said Original property.

(E) The said Bharwanis entered into partnership with Jyoti C. Raheja and K. Raheja Trusteeship Pvt. Ltd. by a Deed of Partnership dated 2nd January, 1980 under the name and style of M/s. R.B. Enterprises and thereby brought in the benefit of the aforesaid Agreement dated 24th August, 1979, into the said partnership, including said Original property.

(F) In the year 1982 the said Gundechas filed a suit against the said Rabari's and the said owners in the Hon'ble High Court at Bombay, being Suit No. 864 of 1982, interalia for declaration and for specific performance of said agreement dated 23rd April, 1981.

(G) In the year 1983, certain disputes and differences arose between the said Bharwanis on the one hand and the Owners on the other hand, as a result of which, Bharwanis and others filed a Suit against the Owners in the Hon'ble High Court at Bombay, being Suit No.2291 of 1983, interalia for the specific performance of the said Agreement dated 24th August, 1979. The said suit was settled between the parties thereto subject to the result of the said pending High Court Suit No. 864 of 1982 and a Consent Decree dated 13th January, 1984 was passed therein,. Under the said Consent Decree, the Defendants (i.e. the Owners) were interalia ordered to specifically perform the said Agreement dated 24th August, 1979. The said Consent Decree was subsequently registered (by a Deed of Confirmation) under No. BDR-6/5357/2003 .

(H) In the year 1989 the said Bharwani filed a Suit in the High Court of Bombay against the said Gundechas, being Suit No.1311 of 1989, interalia, for seeking possession of said Original property and for injunction and other reliefs. The said Suit was settled and Consent Terms were filed in the said Suit on 12th March, 1990 between the parties thereto. Consent Decree in Terms of the said Consent Terms was passed by the Hon'ble High Court on 12th March, 1990. Whereby, it was interalia agreed and declared that said Bharwanis i.e. M/s. R. B. Enterprises (Plaintiffs) on one hand and Devraj Mohanraj Gundecha and Abdul Omar Haji Esmail Merchant (Defendants) on the other hand were in joint possession of said Original property and both entitled to developed the said Original property.

(I) That said Devraj Mohanraj Gundecha died intestate on 21st April, 1990. On the application of his sons namely Paras Devraj Gundecha and Ashok Devraj Gundecha. The Hon'ble High Court issued and granted letters of Administration of the estate of deceased Devraj Mohanraj Gundecha including his right, title, interest in said Original property. That said Abdulla Omar Haji Ismail Merchant, under an Agreement assigned and release his right, title and interest and possession in the said original property to and in favour, interalia of said Paras D. Gundecha and Ashok D. Gundecha, in the premises Paras D. Gundecha and Ashok D. Gundecha become entitle to said Original property.

(J) That under a Lease Deed dated 18th October, 1995 and made and executed by and between Paras Devraj Gundecha and Ashok Devraj Gundecha and M/s. R.B. Enterprises therein referred to as Lessors of the One Part and one Jayramdasjee Uttamdasjee Udasin alias Baba therein referred to as the Lessee of the Other Part the Lessors demised unto the said Baba portion of said Original property admeasuring 1700 sq. yds. Upon which a Temple is situated upon the terms, conditions and lease rent recorded therein, which portion of lease is hereinafter referred to as the Temple Property. In view of certain breach

committed by said Lessee and/or person claiming through Leasee certain proceeding initiated by said Ashok D. Gundecha against one Durgadas Udasin interalia, for possession of temple property, which Suit No. 262/08 of 2008 is pending in the Hon'ble The Small Cause Court at Bandra Court of Law.

(K) The Constitution of the said partnership firm of M/s. R.B. Enterprises was changed from time to time and was subsequently converted into a Private Limited Company under the name of Aarbee Developer Pvt. Ltd, with effect from 14th July, 1997; and all the assets of the said Partnership Firm became vested in the said Company. By an order dated 27th September, 2002 of the Hon'ble High Court of Bombay. The said Arbee Developer Pvt. Ltd., was subsequently amalgamated and merged with Garden View Properties & Hotels Pvt. Ltd. The name of Garden View Properties & Hotels Pvt. Ltd. was changed to K. Raheja Universal Pvt. Ltd. In the circumstances aforesaid, interalia all rights, assets, properties, including the right, title and interest of Aarbee Developer Pvt. Ltd. in the said Original property, now vest in the K. Raheja Universal Ltd. and now known as Raheja Universal Pvt. Ltd. and hereinafter referred to as (RUL)

(L) By two Consent Decrees, one dated 6th November, 1995 and the other dated 10th November, 1995 passed in the said Bombay High Court Suit No. 864 of 1982 all right, title and interest of the said Rabari's in the said property was acquired by Gundechas. The said Rabari's also confirmed the right title and possession of said Gundechas of and to the said Original property.

(M) That said Mrs. Subai Rabari had challenged the said Consent Decree dated 10th November, 1995 passed in said Suit No. 864 of 1982 by taking out Notice of Motion No. 3418 of 1995, interalia, for setting aside the said Consent decree and the said Notice of Motion was dismissed on

22.12.1997. Being aggrieved by the said dismissal order Mrs. Subai Rabari filed an Appeal being Appeal No. 918 of 1998 in the High Court, Bombay, which Appeal was also dismissed as not pressed. That certain Revenue proceedings initiated by Subai Mura Rabari also dismissed.

(N) In meanwhile Smt. Subai Mura Rabari filed a suit in the Hon'ble High Court at Mumbai being Suit NO. 3724 of 1996 against Paras Devraj Gundecha, Ashok Devraj Gundecha, Abdulla Omar Haji Ismail Merchant, M/s. Ismailji Abdul Hussain & Co., Rahul Raheja, M/s. R.B. Enterprises, said Bharwani, Mukta Mura Rabari and her children interalia for a declaration that aforesaid Defendants had no right, title or interest in said Original property and for other reliefs set out therein. That said suit by an order dated 19th April, 2011 is dismissed. The application for restoration of the said suit by way of Notice of Motion No. 1956 of 2012 taken out by the Constituted attorney of said Subai Mura Rabari has also been dismissed by an order dated 18th November, 2014 passed by Hon'ble High Court, against which order Subai Mura Rabari filed appeal being appeal No. 384 of 2015, which Appeal is also dismissed by the Hon'ble High Court by an order dated 24th August, 2016. Accordingly that said suit No. 3724 of 1996 is dismissed.

(O) That said M/s. R.B. Enterprises, Abdulla Omar Haji Ismail Merchant, Paras Devraj Gundecha, and Ashok Devraj Gundecha also filed suit being Suit No. 4622 of 1996 in Bombay City Civil Court at Bombay against Smt. Subai Mura Rabari and her children interalia for not disturbing their possession, of said Original Property, which suit is dismissed, against which First Appeal has been filed by R. B. Enterprises & Ors. in the Hon'ble High Court at Bombay being Appeal No. 1249 of 2004 which is admitted and interim injunction granted against Smt. Subai Mura Rabari and her children, which appeal is pending.

(P) That said Paras Devraj Gundecha, Ashok Devraj Gundecha, Mrs. Mamta Paras Gundecha and Mrs. Neeta Ashok

Gundecha have formed a Partnership Firm under the name and style of M/s. MINAL ENTERPRISES, vide Deed of Partnership dated 10th February, 2000 and thereby brought into the said partnership all benefits interalia, of said two consent decrees and have introduced their shares, rights in the said Original property together with said Original property in the said partnership firm, accordingly said Original property have been vested in the said partnership firm. Thus said Minal Enterprises became the successors-in-title of the said Abdulla Haji Omar Ismail Merchant and Devraj Mohanraj Gundecha.

(Q) As per the survey carried out at site through the office of District Inspector of Land Records (DILR), the area of the said Original property was found to be 1,04,534.20 sq. meters., and accordingly City Survey Records were amended, showing the area of CTS No.168 as 1,04,534.20 sq. meters.(herein after referred to as the larger property) A more particular description of the said larger Property (with the amended Area) is given in the **First Schedule** hereunder written and is shown delineated on the plan Annexed hereto and marked as **Annexure "A"** by thick black boundary line.

(R) By a Deed of Confirmation of Division/Partition, dated 20th February, 2006 executed between the said KRUPL (now known as RUL) of the one part and the said M/s. Minal Enterprises (now known as M/s. Sea Princess Realty) the Developer herein of the other part, and registered with the Sub-Registrar of Assurances at Bandra, under No.BDR-5/1591/2006 (hereinafter referred to as the said "Deed of Confirmation"), the parties thereto recorded the partition/division of their respective residential portions, commercial, Reservations and D.P. Roads etc. comprised in the said Larger Property effected between them, to the intent that each party would be entitled to develop their said respective allotted residential, commercial portions, portions of the D. P. Roads and Reservations etc. allocated to them, independently. The said Deed of Confirmation interalia

confirms the possession of each party thereto, of the portions allocated to them respectively.

(S) That by a deed of retirement and admission of partnership firm M/s. Minal Enterprises dated 15th December, 2006 Mr. Paras Devraj Gundecha, and Mrs. Mamta Paras Gundecha, retired from the partnership firm of M/s. Minal Enterprises and (1) Sea Princes Hotels and Properties Pvt. Ltd. (2) M/s. Hastiraj Premises Pvt. Ltd. (3) Gundecha Happy Home Builders Pvt. Ltd. (4) Ashok Devraj Gundecha (HUF) were admitted as the partners of the said firm alongwith said Shri Ashok Devraj Gundecah and Smt. Neeta Ashok Gundecha and by a deed of modification dt. 01.04.2007 the name of M/s. Minal Enterprises was changed to M/s. Sea Princes Realty (the developer herein) who are the successors in title of M/s. Minal Enterprises in respect of the said larger property. That by a further deed of Retirement – Cum – Admission – cum – Reconstitution dated 04/10/2012 said M/s. Hastiraj Premises Pvt.Ltd. retired from the said Partnership firm and M/s. Sea Princess Realty Pvt./Ltd. and M/s. Sea Princess Construction Pvt.Ltd. were admitted as partners of the said Partnership firm. By a further deed of Retirement – cum-Admission dated 1st April, 2013 said M/s. Seaprincess Hotels & Properties Pvt. Ltd. retired from the said partnership firm and Mrs. Minal Sujay Thacker (nee Minal Ashok Gundecha) and Mrs. Neha Dilip Varghese (nee Neha Ashok Gundecha) were admitted as partners of the said Partnership Firm.

(T) In view of the adoption by the Government of Maharashtra of the Urban Land (Ceiling and Regulation) Repeal Act, 1999 with effect from 29th November, 2007, the said KRUL applied to and obtained from the Additional Collector and Competent Authority (ULC), Greater Mumbai, a letter bearing No. C/ULC/D-XV/Vashi-43/08 dated 25th February, 2008, confirming that the land contained in the said Larger Property is non-vacant and that the same has not been acquired under the Urban Land (Ceiling and Regulation) Act, 1976; and further that the Additional

Collector and Competent Authority had no objection to the development of the said Larger Property as per the permissible user and DC Regulations in force and for the transfer of the same.

(U) The layout and sub-division Plan of the Larger Property (as per the division recorded in the said Deed of Confirmation), which was sanctioned by the Municipal Corporation of Greater Mumbai (MCGM) by its Order/ Letter No. CHE/1841/LOR, dated 5th February, 2001, was amended from time to time, and amended layout and sub-division plan was sanctioned by MCGM on 2nd May, 2012. Thereafter further said layout amended by MCGM bearing No.CHE/1841/LOR of 22nd June, 2015.

(V) The aforesaid sub-division of the said Larger Property was duly sanctioned by the Collector, Mumbai Suburban District (MSD) vide his Order No. C/Karya-7-A/Ekatri./PV/SRA-4219 dated 26th June 2008, and by further Order No. C/Karya-7A/LND/PV/Ekatri/SRB-4620 dated 11th June, 2012. Said sub plot No. (D-2) further sub-divided into sub plots Nos. D2, D3 E and D.P. Road subject to the demarcation on site by the City Survey Authorities.

(W) As per the said final sanctioned layout and sub-division plan, the actual areas of the sub-plots allocated to either party, were different from the areas of the sub-plots mentioned in the said Deed of Confirmation. The said fact was accepted and confirmed by the parties concerned by a 'Supplemental Deed' dated 18th October, 2008, executed by and between the said RUL (i.e. said KRUPL) and Developer herein (previously known as M/s Minal Enterprises) and registered with the Sub- Registrar of Assurances at Borivali under No. BDR-11 /09562/2008.

(X) As per the demarcation carried out by the City Survey Authorities at site, separate Property Cards have been issued in respect of the sub-plots. Hereto annexed and marked as **Annexure "B" to "E"** are copies of the Property

Register Cards in respect of the sub-plots allocated to the Developer. (Excluding of all reservation).

- (Y) A more particular description of the portions and/or sub plots allocated to the Developer under the said Deed of Confirmation, as modified by the sanctioned layout and sub-division, and confirmed under the said Supplemental Deeds, is given in the parts I to VIII of the **Second Schedule** hereunder written (hereinafter referred to as the said Property). The said Property is shown on the plan hereto annexed and marked as **Annexure "F"**. The portions of the Said Property, described in Parts I of the Second Schedule hereunder, is shown as No. 1. The portion of the said property described in parts II, III, IV of the second schedule hereunder is shown as No 2, 3A, 3b & 4. The portion of the said property described in part V, VI, VII & VIII of the second schedule hereunder shown on the plan being Annexure 'F' hereto and in pursuance thereof Developer also entitled to the various benefits arising out of the said reservations, with further rights to use the Floor Space Index (F.S.I.) thereof as also permitted available fungible F.S.I. thereupon or Transferable Development Rights (TDR) etc interalia on the said property.
- (Z) M/s Lilani Shah & Co. Advocate and Solicitor, have issued their Report on title to the said property being **Annexure "G"**. hereto.
- (AA) In the Premises Interalia aforesaid the Developer is seized and possessed of and otherwise well and sufficiently entitled to develop and/or dispose off the said property or any part thereof interalia with all benefits as stated herein.
- (BB) As permissible by the Development Control Regulations, the Developer intend to acquire and consume the T.D.R. or Potential on the said Property for the purpose and utilization in the proposed constructions and Development on the said property and every part thereof. However the sanctions and to be sanctioned plan herein referred to are subject to additions and /or alterations on account of consumption of such T.D.R. and fungible F.S.I. The said T.D.R. which can be utilized on the said property

and /or any part thereof either by way of developing and /or constructing additional Floor or Floors and /or wing or wings and /or building or buildings, including the building and /or buildings and/or structures referred to herein and being constructed or to be constructed by the Developer thereupon.

(CC) The Developer involved a scheme for development of the said property and in accordance with said layout/scheme intent to construct phase wise, several multistoried buildings, commercial as well as residential, PH (Public Housing) Building, Schools, Educational Buildings upon the said property comprises of stilts, residential flats/ shops/ Commercial Offices/ stilt /podium, Stake Parking, open car parking spaces, as also basement and other Recreational Areas and structures including Health Club, Swimming Pool, Play Ground, Tennis Court, Amphi Theatre, Garden and such other amenities etc. in accordance with sanctioned plan and /or in modifications, amendments or alteration thereof and to dispose of such Flats/Premises etc. as aforesaid in such building or buildings/structures to be constructed on the said property on what is known as "Ownership". The Developer also constructing building reserve for P.H. to be constructed on portion of said property and be Handed over to M.C.G.M. The Developer shall be entitled to transfer and/ or assign the right to develop and or give sub-development rights in respect of the remaining portion of the said property or any part/parts thereof, by utilizing the whole or part of the balance 'Maximum FSI potential' (as hereinafter defined) in respect of the Said Property, to any person or party whatsoever, on such terms and conditions as the Developer may deemed fit.

(DD) The Developer have appointed Shri Manoj Dobal & Associates having address 309, Sangam Arcade, Vallabhnbhai Road, Vile Parle (West), Mumbai - 400 056 and registered Municipal Corporation of Greater Mumbai, as the Licensed Surveyors for the projects, with whom Developers have executed standard Agreement. Similarly,

Developers have appointed M. R. Patil Consulting Engineers P. Ltd. having address Flat 101, Matushree Appt., 196, Sir. M.V. Road, Andheri (E), Mumbai – 400 069 as the Structural Engineer for the preparations of Structural design and drawings of the Several buildings and/or structure to be Constructed upon the said property. The Developer have accepted the professional supervision of the Licensed Surveyor and Structural Engineer till the completion of the development of the said property.

(EE) The Developers are desirous to develop the said property in phase wise, in the first phase by constructing commercial and residential buildings interalia at present envisaged comprising multystory buildings with intent to put up further floors on the aforesaid buildings, interalia consisting of residential flats, shops, offices, showroom/car parking space podium, Stake Parking stilts, basement etc. along with other recreation areas and facilities as aforesaid on the said property in accordance with the said sanction by Municipal Corporation of Greater Mumbai, (hereinafter referred to as M.C.G.M.) and to sell such aforesaid various Flats, units, premises in the said buildings, to the persons or party of the choice of the Developer and to receive the entire sale proceeds thereof for the exclusive benefits of the Developer. Developer has already constructed Building namely Gundecha Premiere, Gundecha Solitaire, P.H. (Public Housing) building constructed and handed over to MCGM and propose to construct remaining buildings, school buildings, Club House etc. and/or structures on the said property in other phase as may be determined by the Developer.

(FF) As recited above, M.C.G.M. has sanctioned layout and/or the building plans including potential FSI, admissible TDR and the admissible compensatory fungible F.S.I. and Any additional F.S.I for construction of aforesaid buildings/structures including buildings at present under construction upon portion of said property and named "GUNDECHA TRILLIUM" being ongoing projects

(hereinafter referred to as said Ongoing Projects) being Building No. B-2 hereinafter referred to said Building, interalia, consisting of Towers like three Buildings each having wings along with other aforesaid structures recreation areas, and facilities upon of the said portion of said property, and have issued Intimation of Disapprovals (I.O.D.) under No CHE/A,-2713/BP/(WS)/AR dated 30.3.2011 & 5th December, 2012, 30.11.2013, 11.3.2014, 25.6.2015 (Amended Plans) and Commencement Certificate in respect of the said building B-2 "GUNDECHA TRILLIUM" being said ongoing projects. However, sanctioned plan referred to herein are subject to terms as per the terms and conditions that may be imposed by the concern authorities while sanctioning the said plan and shall be entitled to utilize the entire FSI as available in respect of said property and the FSI of other properties by way of Transfer of Development Rights (TDR) and fungible FSI to the maximum extent permissible under the Development Control Regulations free from encumbrances and also subject to additions and/or alterations on account of utilization of such T.D.R. thereupon or fungible F.S.I. or otherwise and in pursuant to said IOD's and Commencement Certificate, the Developer have commenced the construction work of the aforesaid ongoing projects on the portion of the said property (which is forming part of the said larger property described in first schedule hereunder written hereto Annex & Mark **Annexure "H" and "I"** are copies of the I.O.D. and C.C. That Commencement Certificate was obtained for entire work of all the said wings of said three buildings of said ongoing projects comprising of Ground+Basement+ Podium + Twenty and Twenty One Floor upper floors as per approved plans with further additional benefits if any.

(GG) Save and except, construction of Wing /Building proposed, as aforesaid, the Developers shall not make any additions and alteration in the sanctioned plan layout plans and specifications etc. except in compliance with Section 14 of The Real Estate(Regulation and Development) Act 2016 and other laws as applicable,

provided that the Developers shall be entitled to make such minor additions or alterations as may be required by the Purchaser or such minor changes or alterations as may be necessary due to architectural and structural reason and duly recommended and certified by an authorized Architect or Engineer.

(HH) The said ongoing project of the developer is being registered under Registration No. _____ with the Competent Authority viz; with Maharashtra Real Estate Regulation Authority appointed under Real Estate (Regulation & Development) Act, 2016 and rules framed thereunder.

(II) The entire details of the said ongoing project are also available for public view on web page created on the website of the said Authority.

(JJ) While sanctioning the said plans, the MCGM has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said ongoing project and/or the said property and constructing the buildings thereon and upon due observance and performance by the Developers, the Occupation Certificate in respect of the said buildings shall be granted by the MCGM.

(KK) In these circumstances, the Developers are developing the said ongoing project upon portion of said property more particularly described in **Third Schedule** hereunder written interalia by constructing said three multi-storey new buildings being "GUNDECHA TRILLIUM" in the manner aforesaid as per the plans which are sanctioned by Municipal Corporation of Greater Mumbai i.e. MCGM vide Amended I.O.D. No. E.B./CE/A-2713/BP (WS)/AR Dated 30.3.2011 and amended as aforesaid and for plot potential admissible TDR and fungible FSI totaling to 30539.42 Sq.Mtrs and for which all the monies are paid to MCGM. Further the Developers Egot the C.C. and the same was obtained by utilizing the entire Floor Space Index (i.e. FSI) as mentioned above,

fungible FSI to the maximum extent permissible and as per the rules and regulations of MCGM. The M.C.G.M. issued its full C.C. dt. 1.7.15 and the developers shall also construct Club House and other Structures for which IOD has been issued wide ref. No: CHE/WS-II/0986/R/C/397 (New) at the time of registration of the project with Competent Authority.

(LL) The Developer have entered into or will be entering into a separate Agreements with several persons and/or parties for sale and disposal of interalia residential Flat, Units and parking space podium/basement interalia in the aforesaid buildings, being constructed and/or to be constructed by the Developer on the said portion of said property.

(MM) The Purchaser/s having inspected the said property and/or said ongoing projects and familiarized himself/herself/ themselves/itself with the Scheme of Development of said ongoing projects has/have approached and requested to the Developer for purchase and/or allotment to him/her/them flat No. _____ on the _____ floor of wing _____ admeasuring about _____ sq. ft. carpet area of said building No. B2 being "GUNDECHA TRILLIUM" (hereinafter referred to as "the said Flat) presently being under construction by the Developer in the said ongoing projects, on portion of the said property which portion is more particularly described in the third schedule hereunder written and also requested to allot _____ Basement, stilt, podium car parking space in (either upper or Lower stack) stack arrangement of the said building. (hereinafter referred to as the said parking space). The said flat is more particularly described in **Fourth schedule** hereunder written. A copy of the Floor Plan whereof annexed and marked as **Annexure 'J'** hereto, whereon the said flat has been shown by red colour outline.

(NN) The purchaser/s has/have demanded from the Developer and the Developer have given to the purchaser/s copies of and/or full free and complete inspection of all the hereinbefore recited documents of title