

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this _____ day of _____, in the year 2023. *B* *Omlich*

BY AND BETWEEN

THE BOMBAY DYEING AND MANUFACTURING COMPANY LIMITED, a company incorporated and registered under the Indian Companies Act, 1866 and having its registered office at Neville House, J.N. Heredia Marg, Ballard Estate, Mumbai - 400 001, India, through its Realty Division known as "Bombay Realty" and having its corporate office at C-1, Wadia International Centre (Bombay Dyeing), Pandurang Budhkar Marg, Worli, Mumbai - 400 025, India, hereinafter referred to as the "DEVELOPER/PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title, administrators and assigns) of the **ONE PART**;

AND

Mr. Viral Mukesh Parmar, Mr. Mukesh Juharmal Parmar and Mrs. Kala Mukesh Parmar all residing 2602-ONE ICC, 26th Floor, Island City Center, G D Ambekar Marg, Dadar (East), Mumbai-400 014 having their Pan numbers as **CFQPP5623H, AABPP6722F and AFZPP8014K** respectively, hereinafter collectively referred as the "**PURCHASERS**", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, legal representatives, administrators and permitted assigns) of the **OTHER PART**;

The Developer/Promoter and the Purchaser shall collectively hereinafter be referred to as "**the Parties**" and individually as "**the Party**" wherever the context may so require.

WHEREAS :

- A. One Bai Jerbai Nowrosjee Wadia was absolutely possessed of the several pieces of land situated at Wadala Village at in the Registration, Sub-District Bombay.
- B. By an Indenture of Lease dated the 1st day of January, 1910 registered with the Sub Registrar of Assurance at Bombay under Serial No 834 A at pages 315 to 383 of Volume 1740 of Book No. 1 and made between the said Jerbai Nowrosjee Wadia of the one part and the Developer/Promoter of the other part, the said Jerbai Nowrosjee Wadia demised and leased unto the Developer/Promoter all those pieces or parcels of land situated at Naigaum and Sewree more particularly described in the Schedule thereto for the term of 999 years from the date of the said Indenture of Lease at the rent and on the condition therein mentioned. *Mukh*
- C. By another Indenture of Lease dated the 1st day of February, 1912 registered with the Sub Registrar of Assurances at Bombay under No.944A at pp. 27 to 37 of Volume 1948 of Book No.1 *B*

on the 11th day of March, 1912, the said Jerbai Nowrosjee Wadia demised and leased unto the Developer/Promoter all those pieces or parcels of land more particularly described in the Schedule thereto for the term of 997 years less one month from the date of the said Indenture at the rent and on the terms and conditions therein mentioned.

- D. The said Jerbai Nowrosjee Wadia died at Bombay on or about the 8th day of May, 1926 leaving a Will dated 4th December, 1919 and two Codicils dated 24th September, 1920 and 21st September, 1925 respectively of which probate was granted by the High Court of Judicature at Bombay on or about the 15th day of July, 1926 to Cursetjee Nowrosjee Wadia and Nusserwanjee Nowrosjee Wadia.
- E. By virtue of the provisions of the said Will, the lands which were subject matter of the Leases dated 1.1.1910 and 1.2.1912 were bequeathed (subject to the aforesaid two Indenture of Lease dated 1st January, 1910 and 1st February, 1912 respectively) unto the said Sir Nusserwanjee Nowrosjee Wadia alias Sir Ness N. Wadia.
- F. In pursuance of the provisions of the said Will, by an Indenture of Conveyance dated the 27th day of August 1926 registered under No.4681 of Book No.1 on 29th November 1926 with the Sub-Registrar of Assurances at Bombay and made between the said Cursetjee Nowrosjee Wadia and the said Sir Nusserwanjee Nowrosjee Wadia of the one part and the said Sir Nusserwanjee (Ness) Nowrosjee Wadia of the other part, the lands which were subject of the Leases dated 1.1.1910 and 1.2.1912 were conveyed and assured to the said Sir Nusserwanjee (Ness) Nowrosjee Wadia.
- G. The said Sir Nusserwanjee (Ness) Nowrosjee Wadia died at Bombay on or about 22nd day of April 1952 leaving a Will dated 5th February 1951 and two Codicils thereto dated 5th. July 1951 and 15th March 1952 respectively of which probate was granted by the High Court of Judicature at Bombay on 4th August 1952 to Neville Ness (Nusserwanji) Wadia and one Cecil Neils Caroe reserving the right of the remaining executors namely **Leslie Blunt and Henry George Austen De L'Estang Herbert Duckworth** to come in and apply for probate of the said Will.
- H. By an Indenture of Conveyance dated 3rd day of February 1955 registered under No.3619 of 1955 with the Sub-Registrar of Assurances at Bombay and made between the said **Neville Ness Wadia** in his capacity as sole surviving executor in India of the said Will and Codicils of the one part and the said **Neville N. Wadia** in his capacity as legatee of the other part, the premises therein specified including the reversionary interests in the lands and premises leased by under leases dated 1st January 1910 and 1st February 1912 were granted and conveyed to the said-Neville Ness Wadia on the covenants as set out therein.
- I. Under an Indenture dated 29th March 1956 registered with the Sub-registrar of Assurance under No. BOM-4592/1956 on 25th July 1956 and made between **Neville Ness (Nusserwanji) Wadia** of the One part and the Developer/Promoter of the other Part, the said **Neville Ness (Nusserwanji) Wadia** inter-alia granted, released, conveyed and transferred and assured to the Developer/Promoter all that pieces of land and premises situate at **Naigaum and Sewree** without the Fort of Bombay in the Registration Sub-District of **Bombay** more particularly described in the Third Schedule there under unto the use of the Developer/Promoter in fee simple forever to the end and intent that the said respective terms of **999 years and 997 years** less one month granted under the aforesaid Indenture of Lease dated **1.1.1910 and 1.2.1912** shall forthwith merge and be extinguished in the fee simple reversion and inheritance of the said premises for the consideration and on the covenants as recorded therein.
- J. Under an Agreement dated 9th January 1959 and registered with the Sub-Registrar of Assurances under No. BBJ-2251/1959 on 24th March 1959 and made between **Neville Ness Wadia**, the Developer/Promoter and the Municipal Corporation of Greater Mumbai and **Vishino Laxhimal Gidwani ICS**, Municipal Commissioner, the said Municipal Corporation of Greater Mumbai inter-alia granted, conveyed to the Developer/Promoter all that pieces of land of the freehold tenure containing by admeasurements **1505. 4 sq. yards** or thereabout and registered in the Books of the Collector of Land Revenue under Cadastral Survey No. **983 (part)** of **Dadar** Naigaum Division situate at **Naigaum Road** in the Registration Sub-District of **Bombay** more particularly described Firstly in the Fifth Schedule there under written together with all rights of ways, passages, easements and appurtenances for the consideration and on the covenants as recorded therein.

- K. The land bearing Cadastral Survey No. 1/128 admeasuring about 54,083 square yards or thereabouts equivalent to 45220.276 square meters or thereabouts was granted, conveyed and assured by the Trustees of Improvement of the City of Bombay (therein referred to as "the Board") of the One Part upto the Promoter (therein referred to as the Company") of the Other Part vide an Indenture dated 22nd March 1923 registered with the Sub-Registrar of Bombay on 25th April, 1923 under Book No. 1196, Page No. 387, Volume No. 2981. The said piece of land bearing Cadastral Survey No. 1/128 is adjoining to the land bearing Cadastral Survey No. 223 belonging to the Company.
- L. The land bearing Cadastral Survey No. 120 and admeasuring about 20,030 square yards or thereabouts equivalent to 16747.631 square meters or thereabouts was granted, conveyed and assured by the Municipal Corporation of the City of Bombay (therein referred to as "the Corporation") of the One Part upto the Promoter (therein referred to as "the Company") of the Other Part vide an Indenture dated 28th May, 1948 registered with the Sub-Registrar of Bombay under Serial No. 3392 of 1948. The said piece of land is adjoining to the land bearing Cadastral Survey No. 1/128 belonging to the Promoter.
- M. In the said circumstances and in the manner more particularly described in the title report, the Developer/Promoter became the absolute owner and holds all that piece or parcel of land and ground bearing Cadastral Survey No. 223(pt) of Dadar Naigaon Division admeasuring (as per the property register card) 135129.55 square meters C. S. No. 983 of Dadar Naigaon Division admeasuring 1258.74 square meters C. S. No. 120 admeasuring 16747.631 square meters and Cadastral Survey No, 1/128 admeasuring about thereabouts equivalent to 45220.276 square meters situated at Spring Mill Compound, G. D. Ambekar Marg, Wadala, Mumbai 400 014, subject to the setback areas, land handed over to the competent authorities under Regulation 58 of the Development Control Regulation 1991 (as amended from time to time) and the re-development of the Slum and Chawl which are on part of the said Larger Property (hereinafter referred to as the "**Larger Property**") in the Registration Sub District Mumbai City.
- N. The Developer/Promoter by its applications dated 10th April, 2003 and 26th May, 2003 applied to the Government of Maharashtra, Co-operation, Marketing and Textile Department for sanction of the scheme of modernization of the textile activity by utilizing the additional FSI in respect of the Larger Property more particularly described in First Schedule hereunder written for commercial purposes and for textile activity in accordance with the provisions of the Development Control Rules and Regulations of Greater Mumbai, 1991 (hereinafter referred to as "**DCR**").
- O. The Government of Maharashtra Co-operation, Marketing and Textile Department by its sanction/approval letter dated 10th November, 2003 approved the said application subject to the terms and conditions set out therein and as modified from time to time under section 25-0(1) of the Industrial Dispute Act 1947 seeking permission for closure of the Spring Mills situate at Dadar Naigaum Division situated at G. D. Ambekar Marg, Dadar (East), Mumbai-400014. Subsequently, the Labour Commissioner granted its approval by its Order dated 25th November, 2004.
- P. In these circumstances, the Developer/Promoter became entitled to develop the "**Larger Property**" more particularly described in **FIRST SCHEDULE** hereunder and has commenced development on the said Larger Property as part of its mixed use layout project (hereinafter referred to as "**the ICC Project**") in a phased manner and consists of/shall consist of residential towers, commercial towers, etc. as may be permissible under the Development Control Regulation 1991 as may be amended from time to time. The Promoter shall consume maximum potential of the Floor Space Index (FSI) available on the said Larger Property in addition to utilizing any additional FSI which is available or which may become available in present or future, on account of increase in the basic FSI or as may be permissible under the Development Control Regulations, 1991 or Development Control Promotion Regulation 2034 as may be amended from time to time or which may arise out of FSI becoming available in present or future as a result of an amalgamation of any part or portion of the said Larger Property with any one or more of properties adjoining thereto.(such amalgamated portions shall be construed to be part of the said Larger Property).The Developer/Promoters may also purchase and/or acquire further FSI credit by way of TDR or otherwise (if permissible) and consume the same on such building/as they may deem fit and/or on such portion of the said Larger Property as they may deem fit in their sole discretion and may amend the plans and/or

otherwise propose such changes as they may deem fit any time in future on the said Larger Property.

- Q. The Developer/Promoter is entitled to the development of the said Larger Property in a phase-wise manner by constructing building/s in phases and to sell the apartments in the building/s to be constructed thereon from time to time, subject to the setback areas, land handed over to the competent authorities under Regulation 58 of the Development Control Regulation 1991 (as amended from time to time) and the re-development of the Slum and Chawl which are on part of the said Larger Property.
- R. In accordance with the approvals received from MCGM, the Developer/Promoter has constructed a 41 storied residential building known as "Springs" being Wing "A", and a car parking facility/building for parking cars (hereinafter referred to as the said "Car Parking Block") being Wing B, (hereinafter referred to as the said "Springs Building") adjacent and interconnected with Wing A, having a separate access for ingress and egress and comprising of 3 levels of Basement, ground floor, first floor and Podium level with the amenities as provided therein on a part of land of the said Larger Property more particularly described in the **SECOND SCHEDULE**. The Development of the said Springs Building on a part of the said Larger Property is a "Real Estate Phase One Project" on the said Larger Property.
- S. As a part of the further development in a phase wise manner, the Developer/Promoter has constructed the following building/s on portions of the land of the said Larger Property admeasuring 1289 sq. meters and 1801 sq. meters with consumed FSI of 1,13,182.67 sq. meters (herein after referred to the said "ICC Project Land"), which is more particularly described in the **THIRD SCHEDULE**, hereunder:
- i. ONE ICC a residential building on the land admeasuring 1289 sq. mts. being undivided portion of the Larger Property comprising of 3 (three) Basements, 1 (one) Stilt Level, 1 (one) Podium Level and 52 (part) habitable floors of which the apartments located on top 4 ½ habitable floors from 48th onwards are designated as Penthouses and Not Open for Sale, and
 - ii. TWO ICC a residential building on the land admeasuring 1801 sq. mts., comprising of 3 (three) Basements, 1 (one) Stilt Level, 1 (one) Podium Level and 58 habitable floors.
- The 3 (three) Basements, 1 (one) Stilt Level, 1 (one) Podium Level of ONE ICC and TWO ICC are inter-connected to each other, on Cadastral Survey Nos. 223 (part) on undivided portion of the Larger Property of Dadar Naigaum Division, G.D. Ambekar Marg, Dadar (East), Mumbai-400 014 hereinafter referred to as a "Real Estate Phase Two-Project" which is more particularly described in the **FOURTH SCHEDULE**.
- T. The development of the said Larger Property more particularly described in the First Schedule envisages construction of underground tanks, fire-fighting tanks, rain harvesting tanks, sewage treatment plants and installation of transformers, access roads, pump rooms, meter rooms, watchman room, temporary transit camp for tenants, labour camps, substation for power supply company and recreation grounds, which will be shared in common for all the building(s) constructed on the Said Larger Property more particularly described in the First Schedule, and accordingly would be finalized keeping with the plans that would be sanctioned by The Municipal Corporation of Greater Mumbai from time to time. In addition to the said ancillary structures, the service lines common to the said Real Estate Phase Two Project and other structures to be constructed on the Larger Property, (as part of the development programme determined by the Developer /Promoter in its sole discretion) may pass through a portion of the ICC Project Land upon which the ONE ICC and TWO ICC are being constructed and other amenities and facilities which are common for the use of the said ONE ICC and TWO ICC and other building/s which may be constructed on the Said Larger Property may be provided on the portion of the ICC Project Land over which the said ONE ICC and TWO ICC is being constructed.
- U. By separate letter bearing No. EB/1812/FS/A dated 16.1.2012 (as amended from time to time) Executive Engineer Building Proposal (City) III the Municipal Corporation of Greater Mumbai ("MCGM") inter-alia granted Intimation of Disapproval (IOD-1), for construction of ONE ICC on the said ICC Project Land. By separate letter bearing No. EB/605/FS/A dated 16.1.2012, (as amended from time to time) Executive Engineer Building Proposal (City) III the MCGM inter-alia granted Intimation of Disapproval IOD- for construction of TWO ICC on the

- HH. By a letter bearing No. EB/605/FS/A dated 27th June, 2019, Executive Engineer Building Proposal (City) III the MCGM inter-alia granted part Occupation Certificate upto 50th upper floor for TWO ICC (Part OC for TWO ICC) on the said ICC Project Land. A copy of the said **Part OC for TWO ICC** is hereto annexed and marked as **ANNEXURE "7C"**. By a letter bearing No. EB/1812/FS/A dated 29 June, 2019 Executive Engineer Building Proposal (City) III the MCGM inter-alia granted part Occupation Certificate upto 47th upper floors for ONE ICC (Part OC for ONE ICC) on the said ICC Project Land. A copy of the said **Part OC for ONE ICC** is hereto annexed and marked as **ANNEXURE "7D"**.
- II. By a letter bearing No. EB/605/FS/A dated 18th February, 2022, Executive Engineer Building Proposal (City) III the MCGM inter-alia granted part Occupation Certificate from 51st till 58th upper floors except for One Flat No.4 on the 58th Floor for TWO ICC (Part OC for TWO ICC) on the said ICC Project Land. A copy of the said **Part OC for TWO ICC** is hereto annexed and marked as **ANNEXURE "7E"**.
- JJ. As requested by the Purchaser/s, the Promoter/Developer has agreed to sell and the Purchaser/s has/have agreed to purchase the Apartment which is more particularly described in **FIFTH SCHEDULE** hereunder and the **typical floor plan** is hereto annexed and marked as **ANNEXURE "8"**, together with the **amenities** in the Apartment more particularly described in **ANNEXURE "9"** hereto at or for the **lump sum total consideration** as specified in **ANNEXURE "10"** hereto and on the terms and conditions hereinafter appearing, on ownership basis, as well as on the terms as specified in **ANNEXURE "10"** hereto.
- KK. The Promoter allots the Purchaser/s the exclusive use and enjoyment of the car parking space in the basements, (connecting ONE ICC with TWO ICC) in the said ONE ICC and TWO ICC Building constructed on the said ICC Project Land as specified in **ANNEXURE "10"** hereto.
- LL. The Developer/Promoter is/are entering into similar separate agreements with the several other persons and parties for the sale of apartments in the said ONE ICC and TWO ICC.
- MM. While sanctioning the said plans MCGM and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer/ Promoter while developing the said Larger Property and ONE ICC and TWO ICC and upon due observance and performance of which only the part occupancy certificate and/or full occupancy certificate in respect of ONE ICC and TWO ICC and/or any part of ONE ICC and TWO ICC shall be granted by MCGM.
- NN. The Developer/Promoter has constructed the ONE ICC and TWO ICC in accordance with the plans which are sanctioned prior the execution of this Agreement. .
- OO. In accordance with the terms and conditions set out in this Agreement including the Annexures hereto and as mutually agreed upon by and between the Parties, the Developer/Promoter hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Apartment and as required under the provisions of section 13 of the said Act, the Developer/Promoter is required to execute a written Agreement for sale of said Apartment with the Purchaser/s, being in fact these presents and also to register the said Agreement under the Registration Act, 1908 in the manner as set out herein.

NOW IT IS HEREBY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITION AND INTERPRETATION:

Unless defined otherwise herein or contrary to or repugnant to the context hereof, the capitalized terms used herein shall have the same meaning ascribed to the same in the Agreement to Sell.

- 1.1 "**Agreement**" shall mean this agreement to sell and shall include any writing, document or agreement, annexures executed in pursuance hereof and schedules attached herewith;

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septic tanks, soak pits, satellite cable, television antenna, receiving dish for electronic, radio, broadband communication, transformers, surveillance compass, other security and safety gadgets and such or similar other structures, through or under or over said Larger Property, as the case may be, or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, rainwater harvesting arrangement, tube well and other devices etc., belonging to or meant for the said Larger Property which is being developed /to be developed and constructed by the Developer/Promoter on the said Larger Property and such additional structures/facilities shall be shared by the purchasers of ONE ICC and TWO ICC. The Purchaser/s shall not interfere with the said rights of the Developer/Promoter or obstruct the exercise of such rights whether by raising any dispute or court proceedings, seeking injunctions or prohibitory orders of any court, tribunal, body or authority or under any provision of law or otherwise, whatsoever in relation to the above. The Developer/Promoter shall always be entitled and the Purchaser/s hereby expressly authorize(s) it to sign on behalf of the Purchaser/s any undertakings and indemnities as may be required by MCGM or any other State or Central Government or Competent Authorities under any law concerning the construction of ONE ICC and TWO ICC or for implementation of its scheme for development of the said Larger Property. The MSEB/ Tata Power / BEST or any other service provider may require that, space for a substation be provided to them on the said Larger Property and the Developer/Promoter shall be entitled to execute necessary documents in this connection. The Purchaser/s shall not raise any objection or obstruct the putting up and construction of the electric substation and its allied constructions, pipes and boxes for electric meters and other structures in this connection and shall extend full cooperation and assistance as may, from time to time, be necessary in this respect, as per the rules and requirements of such electrical undertaking or similar bodies

8. **FLOOR SPACE INDEX:**

8.1 The Developer /Promoter hereby declares that the Floor Space Index in respect of the said ONE ICC and TWO ICC is 1,13,182.67 square meters, consumed by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation on the said Larger Property. The Developer/Promoter has disclosed the Floor Space Index as proposed to be utilized by them on the ICC Project Land in the said Real Estate Phase Two Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed and/or any increase in FSI shall always belong to Developer/ Promoter only and the same shall be governed by the provisions of Development Control Promotion Regulation 2034.

8.2 The Developer shall be entitled to the entire unconsumed and residual floor space index ("FSI") in respect of the said Larger Property (including the ICC Project Land), and the entire increased, additional, available, future and extra FSI, whether by way of purchase of FSI from any authority by payment of premium or price, the change of law and policy, the purchase of transferable development rights ("TDR"), availability and increase of FSI/TDR, floating FSI, fungible FSI, FSI arising due to a larger layout and the development thereof and/or FSI which is not computed towards FSI by any concerned authority or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to the Developer/Promoter and the Developer/Promoter may propose to utilise the same on the said Larger Property / ICC Project Land in the manner as it deems fit and appropriate; and the Purchaser shall not have or claim any rights, benefits or interest whatsoever including for entitlement, use and consumption in respect thereof. The Developer/Promoter shall be entitled and be at liberty to amend and vary the sanctioned plans and to carry out such additional construction on the said Larger Property without making any change in to the said Apartment as described in the Schedule hereunder written. It is clarified that the layout including the recreation park, garden, playground disclosed in the layout along with the building plans in respect of ONE ICC and TWO ICC to the Apartment Purchasers, shall be amended, modify, varied from time to time by the Developer/ Promoter in accordance with the provisions of the Development Control Regulation including utilization of the full development potential available from time to time in respect thereof. It is further clarified that the Developer /Promoter shall be entitled to further construction of any new building on the said Larger Property/layout at any time after obtaining approval from the local authority in accordance with the building rules or building bye-laws or Development Control Promotion Regulations 2034 made under any law for the time being in force.

8.3 The Developer/Promoter has informed the Purchaser/s and the Purchaser/s is/are aware that-

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands to these presents the day and year first hereinabove stated.

SIGNED AND DELIVERED BY

THE BOMBAY DYEING & MANUFACTURING COMPANY LIMITED

Mr. Alphius Pereira



(DEVELOPER / PROMOTER AUTHORISED / SIGNATORY)

Alphius Pereira

In the Presence of Witness:

1. _____
2. _____

SIGNED AND DELIVERED BY THE

WITHIN NAMED PURCHASERS

1) Mr. Viral Mukesh Parmar

2) Mr. Mukesh Juharmal Parmar

3) Mrs. Kala Mukesh Parmar



Mukesh J



In the Presence of Witness:

1. _____
2. _____

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the said Larger Property)

ALL THAT Piece And Parcels of land and ground admeasuring 1,96,319.39 square meters or thereabouts (as per the property cards), bearing Cadastral Survey Nos. 223,120, 1/983 and 1/128 of Dadar Naigaum Division, G.D. Ambekar Marg, Dadar (East), Mumbai-400 014, subject to the setback areas, land handed over to the competent authorities under Regulation 58 of the Development Control Regulation 1991 (as amended from time to time) and the re-development of the Slum and Chawl and situate in the Registration Sub-District and District Mumbai City, and bounded as follows:

- On or towards the North: Property bearing Cadastral Survey No. 2/223, 236, , 243 and 245;
- On or towards the South : Property bearing Cadastral Survey No. 10/223, 826, 827, 983, 11/223, 216, 128, partly by Vitthal Mandir Road (Road No. 39) and Partly by Municipal Cemetery;
- On or towards the East : Property bearing Cadastral Survey No. 1/223, 366, 380, 245, 243;
- On or towards the West: Property bearing Cadastral Survey No. 2/223, 236 and 1/120 and Partly by G. D. Ambekar Marg.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the Springs)

- A. All that multi storey residential building known as "Springs" (as per MCGM approved plan Wing A of Building No.1) comprising of ground to 40th floor and part 41st floor consuming total FSI of 27,377.65 square meters constructed on an area admeasuring 1088 square meters or thereabouts on the larger piece and parcel of the said ICC land more particularly described in the First Schedule hereinabove written, being undivided portion of the Larger Property; And
- B. The Car parking Block (as per the MCGM approved plan Wing B of Building No.1), having attached and interconnected with "Springs" and comprising of three levels of Basement floors, ground floor, one upper floor excluding the podium level being above of the top most upper floor (the Podium level is referred to as Club One in the MCGM approved plan), constructed on area admeasuring 3232.66 square meters or thereabouts on the larger piece and parcel of the said ICC land more particularly described in the First Schedule hereinabove written.

THE THIRD SCHEDULE ABOVE REFERRED TO
ICC PROJECT LAND

ALL THAT Piece and Parcels of land and ground admeasuring 3090 squares (1289 sq.mts and 1801 sq.mts) meters or thereabouts , bearing Cadastral Survey Nos. 223(part) (being undivided portion of the Larger Property)with consumed FSI of 1,13,182.67 sq. meters of Dadar Naigaum Division, G.D. Ambekar Marg, Dadar (East), Mumbai-400 014, and situate in the Registration Sub-District and District Mumbai City, and bounded as follows:

- On or towards the North: Property bearing Cadastral Survey No. 2/223, 236, 243 and 245;
- On or towards the South : Property bearing Cadastral Survey No. 10/223, , 826, 827, 983, 11/223, 216, 128, partly by Vitthal Mandir Road (Road No. 39) and Partly by Municipal Cemetery;
- On or towards the East : Property bearing Cadastral Survey No. 1/223, 366, 380, 245, 243;
- On or towards the West: Property bearing Cadastral Survey No. 2/223, 236 and 1/120 and partly by G D Ambekar Marg

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THE FOURTH SCHEDULE ABOVE REFERRED TO

REAL ESTATE PHASE TWO PROJECT

- a. ONE ICC a residential building on the land admeasuring 1289 sq. mts. being undivided portion of the Larger Property comprising of 3 (three) Basements, 1 (one) Stilt Level, 1 (one) Podium Level and 52 (part) habitable floors of which the apartments located on top 4 ½ habitable floors from 48th onwards are designated as Penthouses and Not Open for Sale, and
- b. TWO ICC a residential building on the land admeasuring 1801 sq.mts., comprising of 3 (three) Basements, 1 (one) Stilt Level, 1 (one) Podium Level and 58 habitable floors.

The 3 (three) Basements, 1 (one) Stilt Level, 1 (one) Podium Level of ONE ICC and TWO ICC are inter-connected to each other, on Cadastral Survey Nos. 223 (part) with consumed FSI of 1,13,182.67 sq. meters (being undivided portion of the Larger Property) of Dadar Naigaum Division, G.D. Ambekar Marg, Dadar (East), Mumbai-400 014, and situate in the Registration Sub-District and District Mumbai City, and bounded as follows:

- On or towards the North: Property bearing Cadastral Survey No. 243 and 245;
- On or towards the South : Property bearing Cadastral Survey No. 223 (pt) partly by Vitthal Mandir Road
- On or towards the East : Property bearing Cadastral Survey No. 223,
- On or towards the West: G. D. Ambekar Marg, Cadastral Survey No. 236 and 1/120

THE FIFTH SCHEDULE ABOVE REFERRED TO

APARTMENT DETAILS

The said Apartments bearing No. **4704** on the **47th** Floor of the said Building known as **ONE ICC** being situated at **Island City Center (ICC), Dadar (East), Mumbai – 400 014** and having **2** Car Parking spaces.

SIXTH SCHEDULE

ONE ICC and TWO ICC Common Area and Amenities

1. Water Tanks and Pump Rooms
2. STP
3. Power Substation
4. Service Provider rooms (One telecom room, and one cable TV rooms)
5. Electrical Panel room
6. Garbage segregation room & OWC (combined)
7. DG (access is only through ONE ICC)
8. BMS/Security

The Amenities, designs, plans, specifications, facilities, dimensions and images etc. are only indicative and for representation purposes only and subject to the approval of the respective authorities and is subject to change as per the sole discretion of the Developer/Promoter . The Developer/Promoter reserves the right to change the same, without any notice or intimation. This does not constitute an offer and/or contract of any nature between the Developer/Promoter and recipient/buyer/purchaser. Omission of providing any of the said amenities or facilities shall not constitute breach and/or ground for litigation against the Developer/Promoter.

Annexure 1

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. EEBP / 1812/ FS / A

Office of the
Dy. Chief Engineer (Building Proposal) City
New Municipal Building, Bhagvan Walmiki Chowk,
Vidyalankar Marg, Opp. Hanuman Mandir,
Antop Hill, Wadala (East), Mumbai - 400 037.

To,
M/s. S. V. Thakker & Associated
Architect
335-337, Kailash Plaza
Vallabha Baug Lane
Ghatkopar (East) Mumbai 400 075

Sub: Proposed Residential building no. 4 (One ICC) on plot bearing C. S. No.
223(pt) 1/983 of Dadar-Naigoan Division at G. D. Ambekar Marg, Mumbai

Ref.: Your on line Application

Sir,

With reference to above letter this is to inform you that the amended plans submitted by you are hereby approved subject to following conditions:

1. That all the conditions of IOD under even No. dated 11.06. 2007 and amended plans approved letter dated 16.01.2012, 7.10.2015, 06.04.2017, 13.07.2017, 23.08.2017 & 27.10.2017 shall be complied with.
2. That payments towards following shall be made before asking for C.C.
 - a) Extra Water / Sewerage charges at A.E.W.W. "FS" Ward Office.
 - b) Staircase lift lobby area premium
3. That the C.C. shall be got endorsed as per the amended plan.
4. That the revised structural drawing & calculations shall be submitted before endorsing the C.C.

Copy of amended plan is digitally signed herewith as token of approval & same may be downloaded from your console or from <http://www.autodcr.mcgm.gov.in/CitizenSearch.aspx>.

Yours faithfully,

Bharat
Ramdas
Saindane
SE(B.P.)City - VIII

Dnyaneshwar B
Chhallare
AE(B.P.)City - V

Satish
Bhaskar
Gite
Executive Engineer
(Building Proposal) City- I

Amlesh

Annexure 2

C - 3



MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966
No EB/1812/FS/A/FCC/6/Amend
COMMENCEMENT CERTIFICATE

To,
The Bombay Dyeing & Mfg. Co. Ltd
C-1, Wadia International Centre (Bombay Dyeing),
Pandhurang Budhkar Marg, Worli, Mumbai - 400 025

Sir,
With reference to your application No. **EB/1812/FS/A/FCC/6/Amend** Dated. **21 Dec 2017** 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 **21 Dec 2017** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. **0** C.T.S. No. **120, 1/128 & 223** Division / Village / Town Planning Scheme No. **Dadar - Naigaon** situated at **G. D. Ambekar Marg** Road / Street in **F/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. **Shri Sanjay R Nirmal A.E. (BP) City- V** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 1/5/2011

mmcm

Annexure 3



Annexure - 4



Maharashtra Real Estate Regulatory Authority

**REGISTRATION CERTIFICATE OF PROJECT
FORM 'C'**

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number **P51900008726**
Project: Icc, Plot Bearing / CTS / Survey / Final Plot No.: 223, 120, 1/128 at FSouth-400015, Ward FSouth, Mumbai City, 400015;

- The Bombay Dyeing And Manufacturing Company Limited** having its registered office / principal place of business at Tehsil: **Mumbai City**, District: **Mumbai City**, Pin: **400025**.
- This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rules of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - The Registration shall be valid for a period commencing from **19/08/2017** and ending with **31/08/2019** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Dated: 19/08/2017
Place: Mumbai

Signature valid
Digitally Signed by
Dr. Vasant Premchand Prabhakar
(Secretary, MahaRERA)
Date: 19-08-2017 14:56:54

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

88

Mumbai



ANNEXURE 7 A

MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII
PART OCCUPANCY CERTIFICATE
[EB/605/FS/A - BCC/Amend(7) of 15 March 2019]

To: **Bombay Dyeing & Mfg. Co. Ltd.**
C-1, **Wadia International Centre (Bombay Dyeing), Pandhurang Budhkar Marg, Worli, Mumbai - 400 025.**

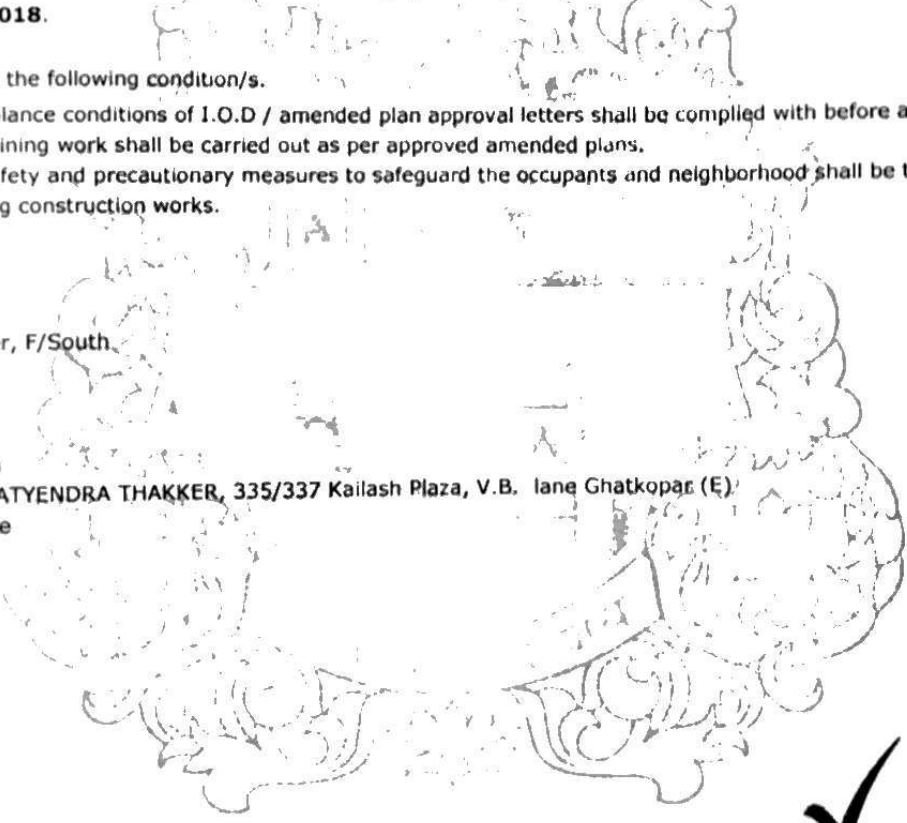
Dear Applicant/Owners,

The Part 1 development work of Residential building comprising of 3 level of common basements + stilt(Part)(Entrance Lobby and Core Area)+ part podium floor (Core Area) i.e. excluding R.G. Area (On Podium top), welfare center, club house + 1st service floor +1st to 18th upper residential floors + 1st fire check floor+ 19th to 37th upper residential floors on plot bearing C.S.No./CTS No. 120, 1/128 & 223 of Division Dadar - Naigaon at G. D. Ambekar Road is completed under the supervision of Shri. **HIREN SATYENDRA THAKKER**, Licensed Surveyor, Lic. No. T/107/LS, Shri. **Achuyt N Watve**, RCC Consultant, Lic. No. STR/W/10 and Shri. **A. D. Shintre**, Site supervisor, Lic.No. S/286/SS-I and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. EB/605/FS/A-CFO dated 05 December 2018.

It can be occupied with the following condition/s.

- 1) That all the balance conditions of I.O.D / amended plan approval letters shall be complied with before asking further OC.
- 2) That the remaining work shall be carried out as per approved amended plans.
- 3) That all the safety and precautionary measures to safeguard the occupants and neighborhood shall be taken while executing the remaining construction works.

- Copy To :
1. Asstt. Commissioner, F/South
 2. A.A. & C., F/South
 3. EE (V), City
 4. M.I., F/South
 5. A.E.W.W., F/South
 6. Architect, **HIREN SATYENDRA THAKKER, 335/337 Kailash Plaza, V.B. lane Ghatkopar (E)**
- For information please



✓
Name : **Satish Bhaskar Gite**
Designation : **Executive Engineer**
Organization : **Municipal Corporation of Greater Mumbai**
Date : **15-Mar-2019 16: 05:36**

Yours faithfully
Executive Engineer (Building Proposals)
Municipal Corporation of Greater Mumbai
F/South

Muth





ANNEXURE 7B

MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII

PART OCCUPANCY CERTIFICATE

[EB/1812/FS/A - BCC/Amend(5) of 22 March 2019]

To,
The Bombay Dyeing & Mfg. Co. Ltd
C-1, Wadia International Centre (Bombay Dyeing), Pandhurang Budhkar Marg, Worli, Mumbai - 400 025.

Dear Applicant/Owners,

The Part 1 development work of Residential building comprising of 3 level of common basements + stilt (part) (entrance lobby and core area) + part podium floor (core area) i.e. excluding R.G. Area (on podium top), welfare center, club house + 1st service floor + 1st to 18th upper residential floors + 1st fire check floor + 19th to 37th upper residential floors (Bldg No. 4) on plot bearing C.S.No./CTS No. 120, 1/128 & 223 of Division Dadar - Naigaon at G. D. Ambekar Marg is completed under the supervision of Shri. HIREN SATYENDRA THAKKER, Licensed Surveyor, Lic. No. T/107/LS, Shri. Achyut N Watve, RCC Consultant, Lic. No. STR/W/10 and Shri. A. D. Shintre, Site supervisor, Lic.No. S/286/SS-1 and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. EB/1812/FS/A dated 05 December 2018.

It can be occupied with the following condition/s.

- 1) That all the balance conditions of I.O.D / amended plan approval letters shall be complied with before asking further OC.
- 2) That the remaining work shall be carried out as per approved amended plans.
- 3) That all the safety and precautionary measures to safeguard the occupants and neighborhood shall be taken while executing the remaining construction works.

Copy To :

1. Asstt. Commissioner, F/South
2. A.A. & C., F/South
3. EE (V), City
4. M.I., F/South
5. A.E.W.W., F/South
6. Architect, HIREN SATYENDRA THAKKER, 335/337 Kashi Plaza, V.B. Lane Ghatkopar (E)

For information please

Name : Satish Bhaskar Gite
Designation : Executive Engineer
Organization : Municipal Corporation of Greater Mumbai
Date : 22-Mar-2019 14:32:14

Yours faithfully
Executive Engineer (Building Proposals)
Municipal Corporation of Greater Mumbai
F/South

EB/1812/FS/A - BCC/Amend(5)

Page 1 of 1 On 22-Mar-2019

Munch

ANNEXURE 7C



MUNICIPAL CORPORATION OF GREATER MUMBAI

APPENDIX XXII

PART OCCUPANCY CERTIFICATE

[EB/605/FS/A/OCC/8/New of 27 June 2019]

To,
The Bombay Dyeing & Mfg. Co. Ltd.
C-1, Wadia International Centre (Bombay Dyeing), Pandhurang Budhkar Marg, Worli, Mumbai - 400 025.

Dear Applicant/Owners,

The Part 2 development work of Residential building comprising of 38th upper floor + 2nd service floor + 2nd fire check floor + 39th to 50th upper residential floors (Two ICC Building) on plot bearing C.S.No./CTS No. 120, 1/128 & 223 of Division Dadar - Naigaon at G. D. Ambekar Road is completed under the supervision of Shri. HIREN SATYENDRA THAKKER, Licensed Surveyor, Lic. No. T/107/LS, Shri. Achuyt N Watve, RCC Consultant, Lic. No. STR/W/10 and Shri. Girish P. Chaudhari, Site supervisor, Lic.No. C/68/SS-I and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. EB/605/FS/A-CFO dated 30 March 2019.

It can be occupied with the following condition/s.

- 1) That all the balance conditions of I.O.D / amended plan approval letters shall be complied with before asking further OC.
- 2) That the remaining work shall be carried out as per approved amended plans.
- 3) That all the safety and precautionary measures to safeguard the occupants and neighborhood shall be taken while executing the remaining construction works.

Copy To :

1. Asstt. Commissioner, F/South
 2. A.A. & C., F/South
 3. EE (V), City
 4. M.I., F/South
 5. A.E.W.W., F/South
 6. Architect, HIREN SATYENDRA THAKKER, 335/337 Kailash Plaza, V.B. lane Ghatkopar (E)
- For information please

Name : Satish Bhaskar Gite
Designation : Executive
Engineer
Organization : Municipal
Corporation of Greater Mumbai
Date : 27-Jun-2019 14: 02:56



Yours faithfully
Executive Engineer (Building Proposals)
Municipal Corporation of Greater Mumbai
F/South

Smk



ANNEXURE 7D

MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII
PART OCCUPANCY CERTIFICATE
[EB/1812/FS/A/OCC/6/New of 29 June 2019]

To,
The Bombay Dyeing & Mfg. Co. Ltd
C-1, Wadia International Centre (Bombay Dyeing), Pandhurang Budhkar Marg, Worli, Mumbai - 400 025.

Dear Applicant/Owners,

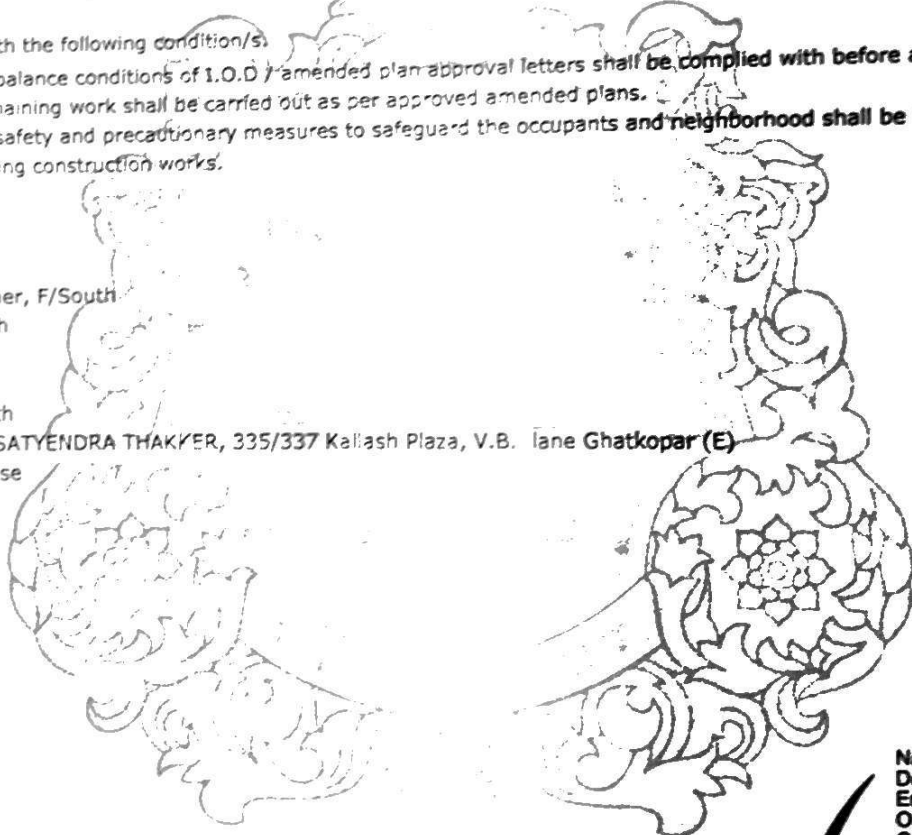
The Part 2 development work of Residential building comprising of 38th upper floor + 2nd service floor + 2nd fire check floor + 39th to 47th upper residential floors of Building No. 4 (One ICC) on plot bearing C.S.No./CTS No. 120, 1/128 & 223 of Division Dadar - Naigaon at G. D. Ambekar Marg is completed under the supervision of Shri. HIREN SATYENDRA THAKKER, Licensed Surveyor, Lic. No. T/107/LS, Shri. Achuyt N Watve, RCC Consultant, Lic. No. STR/W/10 and Shri. Girish P. Chaudhari, Site supervisor, Lic.No. C/68/SS-I and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. EB/1812/FS/A-CFO dated 30 March 2019.

It can be occupied with the following condition/s.

- 1) That all the balance conditions of I.O.D / amended plan approval letters shall be complied with before asking further OC.
- 2) That the remaining work shall be carried out as per approved amended plans.
- 3) That all the safety and precautionary measures to safeguard the occupants and neighborhood shall be taken while executing the remaining construction works.

Copy To :

1. Asstt. Commissioner, F/South
 2. A.A. & C., F/South
 3. EE (V), City
 4. M.I., F/South
 5. A.E.W.W., F/South
 6. Architect, HIREN SATYENDRA THAKKER, 335/337 Kallash Plaza, V.B. Lane Ghatkopar (E)
- For information please



Name : Satish Bhaskar Gite
Designation : Executive Engineer
Organization : Municipal Corporation of Greater Mumbai
Date : 29-Jun-2019 18: 24:09

Yours faithfully
Executive Engineer (Building Proposals)
Municipal Corporation of Greater Mumbai
F/South

Mumbai



MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII

PART OCCUPANCY CERTIFICATE

[EB/605/FS/A/UCC/9/New of 18 February 2022]

ANNEXURE 7E

The Bombay Dyeing & Mfg. Co. Ltd.

Wadia International Centre (Bombay Dyeing), Pandhurang Budhkar Marg, Worli, Mumbai - 400 025.

Applicant/Owners,

the Part 2 development work of Residential building comprising of Part occupation for proposed building no. 2 (Two ICC) from 51st to 58th upper floors except one flat no. A on 58th floor (i.e. comprising 51st to 53rd upper residential floors + 54th refuge + 55th to 56th upper residential floor + 3rd service floor + 57th to 58th residential floors) as per last amended approved plan dated 23.08.2018, on plot bearing Cb.No./CFR No. 120, 1/128 & 223 of Division Dadar - Naigaon at G. D. Ambekar Road is completed under the supervision of Shri. HIREN SATYENDRA THAKKER, Licensed Surveyor, Lic. No. 1/107/LS, Shri. Achuyt N Watve, RCC Consultant, Lic. No. STR/W/10 and Shri. A. D. Shintre, Site supervisor, Lic.No. 5/286/SS-1 and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Officer u/no. EB/605/FS/A-CFO dated 05 December 2018.

It can be occupied with the following condition/s.

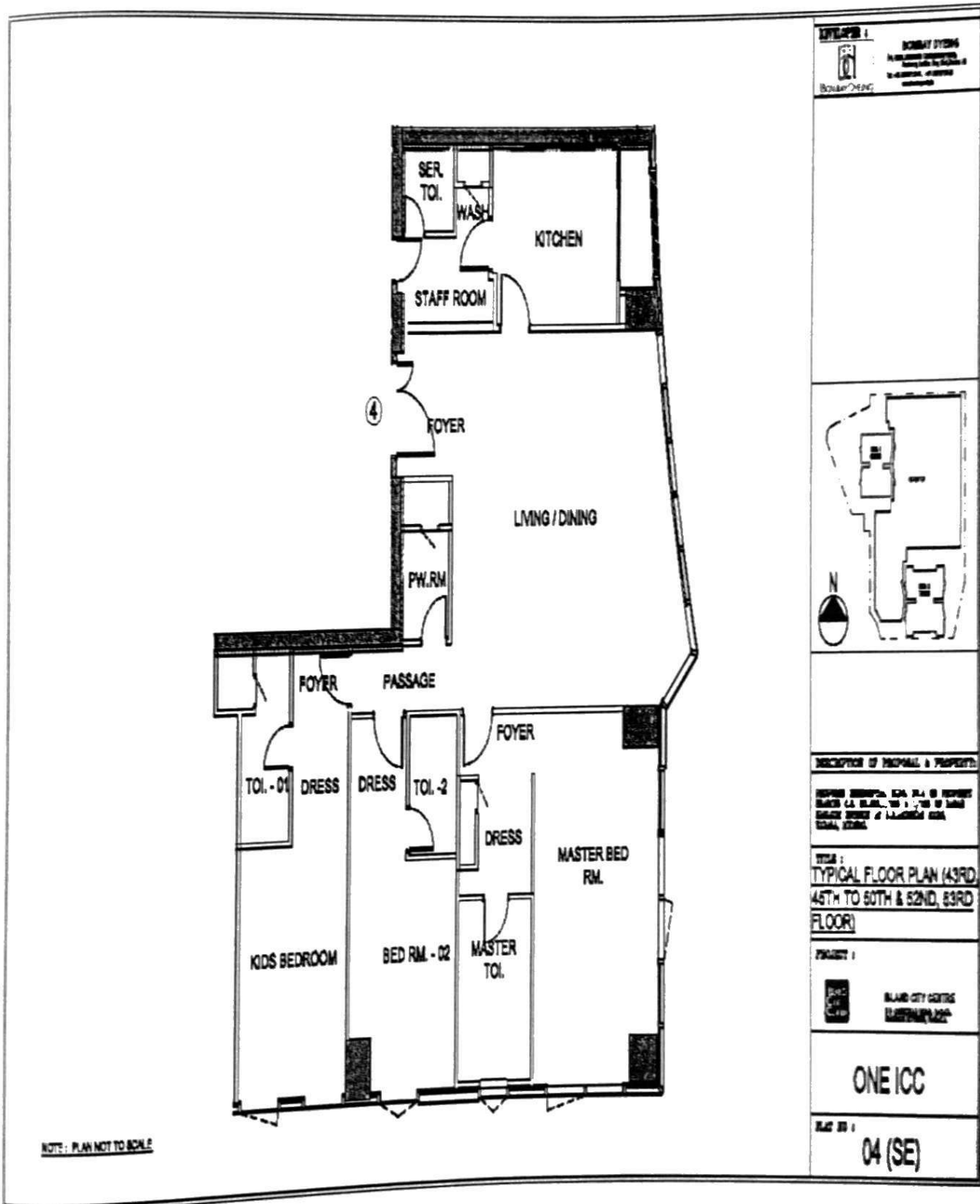
- 1) That the balance conditions of I.O.D / amended plan approval letters shall be complied with before asking full occupation permission of building.
- 2) That the remaining work shall be carried out as per approved amended plans.
- 3) That all the safety and precautionary measures to safeguard the occupants and neighbourhood shall be taken while executing the remaining works and if any incidences happen Owner is fully responsible for any incidences happen.
- 4) That the conditions mentioned in CFO NOC binding on Owner/Society & Owner/Society is fully responsible for any incidences happen.

- Copy To :
1. Asstt. Commissioner, F/South
 2. A.A. & C., F/South
 3. EE (V), City
 4. M.I., F/South
 5. A.E.W.W., F/South
 6. Licensed Surveyor, HIREN SATYENDRA THAKKER, 335/337 Kailash Plaza, V.B. lane Chhatkpar (E)
- For information please

Name : JADHAV RAJENDRA ANANDRAO
Designation : Executive Engineer
Organization : Municipal Corporation of Greater Mumbai
Date : 18-Feb-2022 15: 44:35

Annexure - 8

Typical Floor Plan of the Apartment



Annexures-10

- (I) **Customer Id** : 9101338
- (II) **Apartment Details**
- (i) Apartment : 4704
- (ii) Floor : 47th Floor
- (iii) Type of Apartment : 3 BHK
- (iv) RERA Carpet Area : 1975.96 sq. ft. (i.e. 183.57 sq. mtrs)
- Utility Area : 29.26 sq. ft. (i.e. 2.72 sq mtrs)
- Net Carpet Area : 2005 sq. ft. (i.e. 186.29 sq. mtrs)
- (v) Car Parking Spaces : 2 (Two Car Parking)
- (vi) Building : ONE ICC

(III) Total Consideration is Rs. 7,14,15,000/- (Rupees Seven Crore Fourteen Lakh Fifteen Thousand Only)

(IV) **Schedule:**

Activities	Amount (Rs)
Earnest Money	25,00,000
Within 15 days of Booking	82,12,250
Within 90 days of Booking	6,07,02,750
Total	7,14,15,000

For buildings where construction has commenced and/or completed, all construction related dues need to be completed as demanded

- (V) **Possession Date:** Immediate
- (VI) **Address of Purchaser for Notices :** 2602-ONE ICC, 26th Floor, Island City Center, G D Ambekar Marg, Dadar (East), Mumbai-400 014

muth