398/4963

पावती

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Original/Duplicate

Wednesday, May 09 ,2018

नोंदणी क्रं. :39म

10:13 AM

Regn.:39M

पावती क्र.: 6156

दिनांक: 09/05/2018

गावाचे नाव: खारघर

दस्तरेवजाचा अनुक्रमांक: पवल3-4963-2018

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नावः मे.पेम्स इंजिनिअरींग कन्सल्टेन्टस प्रा.लि. तर्फे डायरेक्टर विश्वनाथ शंकरनारायणन - -

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 1320.00

पृष्ठांची संख्याः 66

एक्ण:

₹. 31320.00

आपणास मूळ दस्त .थंबनेल प्रिंट,सूची-२ अंदाजे 10:12 AM हया वेळेस मिळेल.

Sub Registrar Panvel 3

वाजार मुल्य: रू.5466633.04 /-

मोबदला रु.11200000/-

भरलेले मुद्रांक शुल्क : रु. 672000/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001276243201819E दिनांक: 07/05/2018

बॅकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 1320/-

टेस्त परत मिळाग

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09/05/2018

सुची क्र.2

द्य्यम निबंधक : सह दु.नि.पनवेल 3

दस्त क्रमांक : 4963/2018

नोदंणी : Regn:63m

#### खारघर गावाचे नाव:

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

11200000

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की 5466633.04

पटटेदार ते नमुद करावे)

(4) भू-भाषन,पोटहिस्सा व घरक्रमांक

1) पालिकेचे नाव:रायगड इतर वर्णन :, इतर माहिती: विभाग क्र.20/15,दर-91600,ऑफिस,क.1201,बारावा मजला,मिलेनियम एम्पायर,प्लॉट क्र.47,सेक्टर 15,खारघर,ता.पनवेल,जि.रायगड. क्षेत्र 25.659 चौ.मी.कारपेट + 6.405 चौ.मी.एनक्लोज बाल्कनी + 42.659 चौ.मी.ओपन टेरेस( ( Plot Number : 47 ; SECTOR NUMBER : 15:))

(5) क्षेत्रफळ

1) 25.659 चौ.मीटर

(6)जाकारणी किंवा जुडी देण्यात असेल

(7) दस्तऐवज करुन देणा-या/लिहन ठेवणा-या पश्चकाराचे नाव किंवा बादेश असल्यास,प्रतिवादिचे नाव व

1): नाव:-मे. भारत कंसट्रक्शन तर्फे भागीदार किशोरकुमार सी. घाडीया - - वय:-44; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: पी.एस.४१, दुसरा मजला, क्रिस्टल प्लाझा, दिवाणी न्यायालयाचा हुकुमनामा किंवा प्लॉट क्र.१८/२७, सेक्टर ७, खारघर, ता.पनवेल, जि.रायगड, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, RAIGARH(MH). पिन कोड:-410210 पॅन नं:-AAFFB6683H

(8)इस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश बसल्वास,प्रतिवादिचे नाव व पत्ता

1): नाव:-मे.पेम्स इंजिनिअरींग कन्सल्टंन्टस प्रा.लि. तर्फे डायरेक्टर विश्वनाथ शंकरनारायणन - - वय:-53; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: : टी.सी.-५/१६६५, संगीया, क्रिष्णन कोविल रोड, अंबालामुक्कू कोवडीअर, पो.थिरूवनाथपूरम , ब्लॉक नं: -, रोड नं: -, केरला, THIRUVANANTHAPURAM. पिन कोड:-695003 पॅन नं:-AADCP7249J

(9) दस्तऐवज करुन दिल्याचा दिनांक

09/05/2018

(10)दस्त नोंदणी केल्याचा दिनांक

09/05/2018

(11)अनुक्रमांक,खंड व पृष्ठ

4963/2018

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

672000

(13)बाजारभावाप्रमाणे नोंदणी शल्क

30000

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला

मुद्रोक शुल्क आकारताना निवडलेला बन्च्छद :

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it



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) मुख्य मिळकतीचे मुल्य		= वरील प्रमाणे मुल्य द = 100760 * 37,19 = Rs.3747264.4/-				
) तमतच्या मध्यीये क्षेत्र		42.66ची. मीटर				
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BP-13386/3003

Date: 07 August, 2018

Unique Code: 20150302102388701

To.

M/S.BHARAT CONSTRUCTION
P.S.41,2ND FLOOR,PLOT NO.18/27,CRYSTAL
PLAZA,SECTOR-7,KHARGHAR NAVI MUMBAI.
PIN - 410210

Sub: Occupancy Certificate for Residential [ Residential Bldg/Apartment ] Building on Plot

No. 47, Sector 15 at Kharghar 12.5 % Scheme Plot, Navi Mumbai.

Ref: 1)Application for Occupancy certificate dt.25/06/2018.

2)Final Fire NOC vide.CIDCO/FIRE/HQ/281/2018 Dt.27/07/2018.

3)Grant of No-dues certificate vide.CIDCO/M(TS-III)/2018/1909 dt.16/05/2018. 4)DCC vide.CIDCO/EE

(KHR-III)/2018/438 dt.09.01.2018.

Dear Sir,

Please find enclosed herewith the necessary Occupancy Certificate for **Residential** [ **Residential Bldg/Apartment** ] Building on above mentioned plot along with as built drawing duly approved.

You shall carry out Structural Audit of this development from Structural Engineer after every 5 years from the date of occupancy certificate granted and submit the copy of structural audit to Estate section. CIDCO for their record, However, If the said premise is to be transferred to the register society, the above terms & conditions shall be incorporated in the conveyance deed and the society member shall be made aware of the said terms and conditions at the time of execution of conveyance deed.

The Developers / Builders shall take a note that, you have submitted as built drawing regarding change made at site. Hence as per condition mentioned in commencement certificate. Your security deposit has been forfeited.

Since, you have paid 100% IDC, you may approach to the office of Executive Engineer (W/S -I) to get the water supply connection to your plot.

BP-13386/3003 Date: 07 August, 2018

Unique Code: 20150302102388701

# OCCUPANCY COMPLETION CERTIFICATE

I hereby certify that the development of Residential [ Residential Bldg/Apartment ] Building Ground+ 14 Floors [ Total BUA = 2332.31Sq.mtrs, Residential BUA = 0 Sq.mtrs, Commercial BUA = 2332.31 Sq.mtrs, Any Other BUA = 0 Sq.mtrs Number of units = 83No., No.of Commercial Units = 83No., Any Other Units = 0No. Ground+No. Of Floors = Ground+ 14 Floors ] Plot No. 47,], Sector - 15 at Kharghar 12.5 % Scheme Plot of Navi Mumbai completed under the supervision of ATUL PATEL ARCHITECTS Architect has been inspected on 31 July, 2018 and I declare that the development has been carried out in accordance with the General Development Control Regulations and the conditions stipulated in the Commencement Certificate dated 16 October, 2015 and that the development is fit for the use for which it has been carried out.

Thanking you,

Yours faithfully,







Ref: PEMS/Gen/2018-19/306

06.08.2018

M/s Aditya Birla Finance Limited, No. 5, Srinivas Towers, 2nd Line, Cenotaph Road, Teynampet, Chennai - 600 018.

Sub: Declaration / Undertaking

Ref: Office Units 1201,1202, 1203 & 1204 on Millenium Empire on Plot No.- 47 situated in Sector No.15 at Kharghar, Navi Mumbai, Tal-Panvel, Dist.-Raigad

We hereby declare and undertake that:

1. the property will be used for self-occupation purposes only

1 innancth

2. as and when an lease deed takes place the NOC confirming the bank's charge will be obtained

Thanking you, Yours faithfully,

For PEMS Engineering consultants (P) Ltd

**Authorised Signatory** 





## CERTIFICATE OF INCORPORATION

No. U74210KL2005PTC018647

I hereby certify that PEMS ENGINEERING	
The second secon	
	, Fg
is, this day, incorporated under the Companies Act, 1956 (	
Given under my hand at Kochi,  NINETEENTH DAY OF SEPTEMBER	
TWO THOUSAND FIVE	
THE 28TH DAY OF BHADRAPADA, 1927 (SA	AKA).

(S/H.AMEERUL MILLATH)

Registrar of Companies



#### CHALLAN MTR Form Number-6

RN MH001276243201819E	BARCODE IIII					
lepartment Inspector General Of	Registration				Payer Details	
Stamp Duty			TAX ID (If A	ny)		
Type of Payment Registration Fee			PAN No.(If A	pplicable)		
Office Name PNL5_PANVEL NO 5	SUB REGISTRA	R	Full Name		PEMS ENGINEERING	G CONSULTANTS PVT LTD
Location RAIGAD						
Year 2018-2019 One Time			Flat/Block N	No.	OFFICE NO 1201	12TH FLOOR MILLENIUM
			Premises/B	uilding	EMPIRE	Ŷ.
Account Head Detail	ils	Amount In Rs.			\$ - 8	S D
0030046401 Stamp Duty		672000.00	Road/Stree	t	PLOT NO 47 SEC 15	KHARGHAR
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Mobile No. : 9100000000 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सहर चलन कंवळ दुव्यम निवधक कार्यालयात नोदणी करावयाच्या दस्तासाठी लागु आहे . नोदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही .

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सह दुध्यम । वर्ग-२ पनदे निक्के व



#### CHALLAN MTR Form Number-6

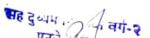
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OTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

बदर चलन केवल दुख्यम निवधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे . नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु

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(15)	-398-4963	0000754455201819	09/05/2018-10:02:42	IGR148	
				1011140	30000.00





### AGREEMENT FOR SALE

day of April, 2018 between M/S. BHARAT CONSTRUCTION, a partnership firm, duly registered under the provisions of Indian Partnership Act, 1932, having its office at PS 41, 2nd Floor, Crystal Plaza, Plot No.-18/27, Sector No.-7, Kharghar, Navi Mumbai-410 210, Tal.-Panvel, Dist.-Raigad, hereinafter referred to as "THE PROMOTERS" which expression shall unless it be repugnant to the context or meaning thereof shall repair and include partner or partners for the time being of the said firm, the survivors of the last surviving partner) DE THE ONE PART

#### AND

### M/S. PEMS ENGINEERING CONSULTANTS PVT. LTD.

(Company Identification Number U74210KL2005PTC018647 and PAN AADCP7249J) REPRESENTED BY ITS DIRECTOR Mr. Vishwanath Sankaranarayanan.

having address at: TC 5/1665, 'SANGEETHA', KRISHNAN KOVIL ROAD, AMBALAMUKKU KOWDIAR P.O. THIRUVANANTHAPURAM — 695 003, hereinafter referred to as "THE ALLOTTEE(S)" (which expression shall unless contrary to the context or meaning thereof mean and include in the case of individuals his/her/their heirs and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a corporate body, its successors and assigns and in the case of the Trust its trustees for the time being) OF THE OTHER PART.

FOR BHARAT CONSTRUCTION

PARTNER

FOR PEMS ENGINEERING CONSULTANTS PVT. LTD.

Whereas CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTR LIMITED, is a company incorporated under the Companies Act,  $1956^{th}$  (I of  $1956^{th}$ ) (hereinafter referred to as "THE CORPORATION") and having its registered office Nirmal, 2<sup>nd</sup> Floor, Nariman Point, Mumbai-400 021. The Corporation has been declared a a New Town Development Authority under the provision of Sub Section (3A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act  $N_0$ . XXXVII of 1966) (hereinafter referred to as "THE SAID ACT") for the New Town of Navi Mumbai by the Government of Maharashtra in the exercise of its powers for the area designated as site for a New Town under Sub-Section (1) of Section 113 of the said Act;

And whereas the state Government has acquired land within the delineated area of Navi Mumbai and vested the same in the Corporation by an Order duly made in that behalf as provisions of Section 113 of the said Act;

by Piruso being the Development Authority the Corporation has been Spection 118 of the said Act to dispose off any land acquired by it or with the proposal approved by the State Government under

And whereas the omoters vide their Application dated 21/01/2014, scheme bearing 20008886/90029767 dated 17/04/2014", requested the Corporation to adde and parcel of land acquired and vested in the Corporation bath Sta

And whereas the Corporation consented to grant the Promoters a lease of all that piece and parcel of land column and vested in the Corporation by the State Government, bearing plot number 47 situated at Sector No.-15, Kharghar, Navi Mumbai, Tal.-Panvel,

Dist.-Raigad, admeasuring about 1554.880 Sq. Mts., for the purpose of construction of the

And whereas the Promoters have paid to the Corporation a sum of Rs.19,00,68,531/-(Rupees Nineteen Crore Sixty Eight Thousand Five Hundred Thirty One Only) as and by way of full and final payment of Lease Premium as agreed to by and between the corporation and the Promoters in respect of the said plot;

And whereas by an Agreement to Lease dated 15/04/2015 (hereinafter called "THE SAID AGREEMENT TO LEASE") entered into between the Corporation (therein referred to as "THE CORPORATION") of the One Part and 1) MR. HITENDRA C. GHADIA 2) MR. KISHOR C. GHADIA 3) MR. JITENDRA R. PATEL, all Partners of M/S. BHARAT CONSTRUCTION, therein referred to as "THE LICENSEES" of the Other Part, the Corporation has agreed to

FOR PEMS ENGINEERING CONSULTANTS PVT. LTD.

Tal.-Pany referred hereund Agreeme Registra

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Tal.-Panvel, Dist.-Raigad, admeasuring about 1554.88 Sq. Mts. or thereabouts, hereinafter referred to as "THE SAID PLOT" and more particularly described in the "First Schedule" hereunder written to the Promoters at or for the consideration as mentioned in the said Agreement to Lease. The said Agreement to Lease is duly registered before the Sub Registrar of Assurances at Panvel-4 under its Rec. No.-5305, Doc. No.-PVL4-4745-2015 dated 15/04/2015;

And whereas the Corporation placed the Promoters in possession of the said Plot for construction of building(s) on the said Plot as per the plans development permission granted by the concerned authority;

And whereas by virtue of the aforesaid Agreement to Lease, the Promoters are absolutely seized and possessed of and well and sufficiently entitled to the said potrof land

And whereas the aforesaid Agreement to Lease is with the benefit and right to construct any new building(s), permitted by the concerned local authority.

And whereas the Licensee of the Plot is the Partnership Firm M/S. BHARAT CONSTRUCTION consisting 1) MR. HITENDRA C. GHADIA 2) MR. KISHOR C. GHADIA 3) MR. JITENDRA R. PATEL as Partners constituted and registered as per the Indian Partnership Act 1932, under Deed Of Partnership dated 13/04/1993 which sees reconstituted on 01/04/2002 and is further reconstituted by executing Retrongeration Partnership Deed dated 01/04/2014 comprising 1) MR HITENDRA C. SHADIA 39 MR KISHOR C. GHADIA 3) SHRI DHAIRYA HITENDRA GHADIA 4) SHRI NAGARAR TARARAM CHOUDHARY 5) SHRI BHARAT MOHANSINGH CHOUDHARY & 6) SHRI VIRAMRAM NEMARAM CHOUDHARY as the present Partners of the firm and MR JITENDRA RAMARAM CHOUDHARY as the present Partners of the firm and MR JITENDRA RAMARAM CHOUDHARY as the present Partners of the firm and MR JITENDRA RAMARAM PARTNERSHIP.

And whereas as per the request made by the Promoters Firm to CIDCO Limited for addition and change of Partners in share holding of the Partnership Firm the CIDCO Limited on payment of necessary transfer charges for admission and change of Partners has given consent to make the changes in the shareholding of the Partnership Firm and brought on record the Partners as per the Deed of Retirement cum Partnership by virtue of its letter bearing reference no.-CIDCO/EO(III)/2016/2218 dated 24/05/2016.

And whereas the Promoters are entitled and enjoined upon to construct the commercial buildings on the project land in accordance with the recitals hereinabove as per the plans sanctioned and the building approval granted by the Corporation vide Commencement Certificate bearing number CIDCO/BP-13386/TPO(NM&K)/2015/1203, dated 16/10/2015, including such additions, modifications, revisions, alterations therein, if any, from time to time as may be approved by the Planning Authorities. Copy of the Commencement Certificate is annexed herewith as "Annexure-A".

FOR BHARAT CONSTRUCTION
PARTNER

FOR P.E.M.S. ENGINEERING CONSULTANTS PVT. LTD. Windows and the Director And whereas the Promoters have proposed to construct on the project land  $b_{\mbox{uild}_{\mbox{i}}\mbox{l}_{\mbox{l}_{\mbox{0}}}}$ consisting of Ground + 14 (Fourteen) upper floors.

And whereas the Allottee(s) is/are offered a Office bearing number 1201 on the 1214 Floor, (hereinafter referred to as the said "Unit/Office/Shop") in the Building called "MILLENIUM EMPIRE" (hereinafter referred to as the said "Building") being constructed of the said project, by the Promoters.

And whereas the Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

Promoters have appointed a structural Engineer for the preparation of design and the Promoters accept the ision of the architect and the structural Engineer till the completion of profe the b

And whereas by virtue of the aforesaid Agreements, the Promoters have sole and exclusive right to sell the Units, Offices and Shops in the proposed building(s) to be constructed by the proposes on the project land and to enter into Agreement(s) with the

the said Units, offices and Shops therein and to receive the sale price in respect if

And whereas on demand from the allottee(s), the Promoters have given inspection to the Allottee(s) of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects ATUL PATEL ARCHITECTS and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and

And whereas the authenticated copy of Certificate of Title issued by the advocate of the Promoters AJEET V. SINGH OF AJEET SINGH & ASSOCIATES (Advocates & Legal Consultants), showing the nature of the title of the Promoters to the project land on which the Units/Offices/Shops are to be constructed have been annexed hereto and

And whereas the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as "Annexure-C".

FOR BHARAT CONSTRUCTION

l. clur PARTNER



And whereas the authenticated copies of the plans and specifications of the Unit/Office/Shop agreed to be purchased by the Allottee(s), as sanctioned and approved by the local authority have been annexed and marked as "Annexure-D".

And whereas the Promoters have got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building(s) so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

And whereas while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the project land and the said building and upon due observance and performance of which driving completion or occupancy certificate in respect of the said building(s) shall be greated by the concerned local authority.

And whereas the Promoters have accordingly commenced construction of the Said building(s) in accordance with the said proposed plans.

And whereas the Allottee(s) have applied to the Promoters for allotment bearing number  $\underline{1201}$  on the  $\underline{12^{TH}}$  Floor of the said building property.

"MILLENIUM EMPIRE" being constructed of the said Project.

And whereas the carpet area of the said Office is 25.659 Sq. Mts. area carpet area means the net usable floor area of Unit/Office/Shop, excluding the area overed by the external walls, areas under services shafts, exclusive enclose balcony area of 405 Sq. Mts. appurtenant to the said Unit/Office/Shop for exclusive use of the Allottee(s) or verandah area and exclusive open terrace area of 42.659 Sq. Mts. appurtenant to the said Unit/Office/Shop for exclusive use of the Allottee(s), but includes the area covered by the internal partition walls of the Unit/Office/Shop.

And whereas 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 hereafter.

And whereas prior to the execution of these presents, the Allottee(s) has/have paid to the Promoters a sum of **Rs.1,12,00,000/- (Rupees One Crore Twelve Lacs Only)** being part/full payment of the sale consideration of the Unit/Office/Shop agreed to be sold by the Promoters to the Allottee(s) as advance payment or application fee (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and the Allottee(s) have agree(s) to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

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PARTNER

For PEMS ENGINEERING CONSULTANTS PVT. LTD.

And whereas the Promoters have registered the Project under the provisions of the Regulation of the Re Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authorit at <u>Maharashtra</u> No. <u>P52000001042</u>; the authenticated copy of the certificate annexed herewith as "Annexure-E".

b)

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And whereas under Section 13 of the said Act the Promoters are required to execute à written Agreement for sale of said Unit/Office/Shop with the Allottee(s), being in  $f_{aq}$ these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as  $mutuall_{ij}$ agreed upon by and between the Parties, the Promoters hereby agree to sell and  $th_{\mbox{\scriptsize e}}$ Allottee(s) hereby agree(s) to purchase the said Unit/Office/Shop.

Now therefore this Agreement witnesseth and it is hereby agreed by and between the parties hereto as follows:

Promoters shall construct the said building project to be known as "MILLENIUM EMPIRE" consisting of Ground + 14 (Fourteen) upper floors encite procet and in accordance with the plans, designs and specifications approved by the concerned local authority and which have been seen and approved to the Allottee(s) with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned local authority/Government to be made in any of the Premises, provided that the Promoters shall have to obtain prior consent in writing of the Allottee(s) in respect of such variations or modifications which may adversely affect the Unit/Office/Shop Autottoe(s) except any alteration or addition required by any Government authorities of due to change in law.

a) (i) the Albittee(s) hereby agree(s) to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee(s) the said Office bearing No.1201 admeasuring 25.659 Sq. Mts. carpet area on the  $12^{TH}$  Floor of the said building known as "MILLENIUM EMPIRE", hereinafter referred to as "THE SAID UNIT/OFFICE/SHOP", more particularly described in the "Second Schedule" hereunder written and as shown on the floor plan thereof hereto annexed and marked as "Annexure-D" for a lump sum price of Rs.1,12,00,000/- (Rupees One Crore Twelve Lacs Only) including Rs. NIL (Rupees NIL Only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second

FOR BHARAT CONSTRUCTION PARTNER

1)

FOR PEMS ENCOMERRING CONSULTANTS PVT. LTD. Svinnamath Director b) The Allottee(s) agrees and understands that timely payment towards purchase of the said Unit/Office/Shop as per payment schedule is the essence of the contract, the allottees have paid on or before execution of this agreement a sum of Rs.1,12,00,000/- (Rupees One Crore Twelve Lacs Only) as advance payment or application fee and hereby agree(s) to pay to the Promoters the balance amount of Rs. NIL (Rupees. NIL Only) in the following manner:-

Sr.	Particulars	Percent	Amount
No.			in Rs.
1.	EMD at the time of booking	10%	
2.	Upon execution of Agreement	20%	
3.	Completion of Plinth	15%	
4.	On completion of 1 <sup>st</sup> & 2 <sup>nd</sup> Slab	4%	पवला ।
5.	On completion of 3 <sup>rd</sup> & 4 <sup>th</sup> Slab	4%	1260 300 6
6.	On completion of 5 <sup>th</sup> & 6 <sup>th</sup> Slab	4%	300 1018
7.	On completion of 7 <sup>th</sup> & 8 <sup>th</sup> Slab	4%	93/46
8.	On completion of 9 <sup>th</sup> & 10 <sup>th</sup> Slab	3%	
9.	On completion of 11 <sup>th</sup> & 12 <sup>th</sup> Slab	3%	3.2
10.	On completion of 13 <sup>th</sup> & 15 <sup>th</sup> Slab	3%	end a
11.	On completion of Walls, Internal Plaster,	5%	
	floorings, doors & windows		OT THE SUB PEECS
12.	On completion of Sanitary fittings,	5%	0 430-3
	staircases, lift wells, lobbies		SER SER
13.	On completion of External plumbing,	5%	HE SAIL S
	external plaster, elevation, terraces		The same of
14.	On completion of lifts, water pumps,	10%	PANY
	electrical fittings, paving, etc.		
15.	On Possession upon receipt of Occupancy	5%	· · · · · · · · · · · · · · · · · · ·
	Certificate		100 . 7
	Total	100%	

Subject to the terms of the Agreement and the Promoters abiding by the construction milestones, the Allottees shall make all payments, on demand by the Promoters, within the stipulated time as mentioned in the payment schedule through account payee cheque/demand draft or online payment in favour of BHARAT CONSTRUCTION, payable at Navi Mumbai.

c) The Total Purchase Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Unit/Office/Shop.

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- The Total Price is escalation-free, save and except escalations / increases, due to the company of d) 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 competent authority Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee(s) for increase development charges, cost, or levies imposed by the competent authorities etc. notification/order/rule/regulation enclose the said published/issued in that behalf to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.
- The Promoters may allow, in its sole discretion, a rebate for early payments of e) instalments payable by the Allottee(s) by discounting such early payments (Six Percent) per annum for the period by which the respective instalment The provision for allowing rebate and such rate of rebate shall subject to any evision/withdrawal, once granted to an Allottee(s) by the
- The Promoters shall confirm the final carpet area that has been allotted to the Allotteess where the construction of the Building is complete and the occupancy a granted by the competent authority, by furnishing details of the change. Pany, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee(s) within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area allotted to Allottee(s), the Promoters shall demand additional amount from the Allottee(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement. g)
- The Allottee(s) authorizes the Promoters to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters may in its sole discretion deem fit and the Allottee(s) undertake not to object/demand/direct the Promoters to adjust
- 2.1 The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Unit/Office/Shop to the Allottee(s), obtain from the concerned local authority Occupation and/or Completion Certificates in respect of the said Unit/Office/Shop. Notwithstanding anything to FOR BHARAT CONSTRUCTION

the contrary contained herein, the Allottee(s) shall not be entitled to claim possession of the said Unit/Office/Shop until the completion certificate is received from the local authority and the Allottee(s) has/have paid all the dues payable under this agreement in respect of the said Unit/Office/Shop to the Promoters and has/have paid the necessary maintenance amount/deposit, service tax, vat and other taxes payable under this agreement of the said Unit/Office/Shop to the Promoters.

- abide by the time schedule for completing the project and handing over the Unit/Office/Shop to the Allottee(s) and the common areas to the association of the Allottee(s) after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allotte(s) shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promotes as provided in clause 1 (c) herein above. ("Payment Plan").
- The Promoters hereby declare that the Floor Space Index available as on the respect of the project land is 2332.313 Sq. Mts. only. The promoters have disclosed the Floor Space Index of 1.5 as proposed to be utilized by him on the project land in the said Project and Allottee(s) have agreed to putches the Unit/Office/Shop based on the proposed construction and sale of Unit/Office/Shop based on the Promoters by utilizing the proposed FSI and understanding that the declared proposed FSI shall belong to Promoters only.
- If the Promoters fail to abide by the time schedule for completing the project and handing over the Unit/Office/Shop to the Allottee(s) the Promoters agree to pay to the Allottee(s) who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee(s) for every month of delay, till the handing over of the possession. The Allottee(s) agrees to pay to the Promoters, interest as specified in the Rule i.e. interest as per state bank of India marginal cost of lending rate plus 2% (Two Percent) per annum with monthly rests, on all the delayed payment which become due and payable by the Allottee(s) to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoters.
- a) Without prejudice to the right of promoters to charge interest in terms of sub clause 4 above, on the Allottee(s) committing default in payment on due date of any amount due and payable by the Allottee(s) to the Promoters under this Agreement (including his/her/them proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee(s) committing three defaults of payment of instalments, the Promoters shall at his own option,

may terminate this Agreement:



- Provided that, Promoters shall give notice of 15 (Fifteen) days in writing to the b) Allottee(s) by Registered Post AD at the address provided by the Allottee(s) and mail at the e-mail address provided by the Allottee(s) of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee(s) fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, promoters shall be entitled  $t_0$ terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee(s) after deducting 10% (Ten Percent) of the total Agreement value of the Premises and the to delayed payments of the previous installments till the date of cancellation by the Promoters to the Allottee(s) as agreed liquidated damages within a period of thirty days of the termination, the instalments of sale consideration of the Unit Office/Shop which may till then have been paid by the Allottee(s) to the Promoters. And upon termination of this agreement, pending fund of the amount as aforesaid, the Promoters shall be at liberty to dispose off and to sell the said Unit/Office/Shop to such person or persons at such price and on such conditions as the Promoters may think fit in their absolute discretion and the Allores shall have no objection for the same.
  - The fixture and attings with regards to flooring and sanitary fittings and amenities 5) like one provided by the Promoters in the Unit of the shop and the said building are those that are set out in the "Third Schedule" mentioned hereunder. 6)
  - The Promoters shall give possession of the Unit/Office/Shop to the Allottee(s) on or before 31/12/2019. If the Promoters fail or neglect to give possession of the Unit/Office/Shop to the Allottee(s) on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee(s) the amounts already received by them in respect of the Unit/Office/Shop with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Unit/Office/Shop on the aforesaid date, if the completion of building in which the Unit/Office/Shop is to be situated is delayed on account of

- War, civil commotion or act of God;
- ii) Any notice, order, rule, notification of the Government and/or other

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- 7) The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee(s) as per the agreement shall offer in writing the possession of the Unit/Office/Shop to the Allottee(s) in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Promoters shall give possession of the Unit/Office/Shop to the Allottee(s). The Promoters agree and undertake to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottee(s) as the case may be. The Promoters on its behalf shall offer the possession to the Allottee(s) in writing within 7 (Seven) days of receiving the occupancy certificate of the Projector C. A.
  - a) The Allottee(s) shall take possession of the Unit/Office/Shop within (15) Fifteen days of the written notice from the Promoters to the Allottee(s) intimating that the said Unit/Office/Shop are ready for use and occupancy:
  - b) Upon receiving a written intimation from the Promoters as per clause 7, the Allottee(s) shall take possession of the Unit/Office/Shop from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Unit/Office/Shop to the Allottee(s). In case the Allottee(s) fail to the possession within the time provided in clause 7 such Allottee(s) shall continue to the liable pay maintenance charges as applicable.
  - 8) The Promoters have made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoters in the title report of the advocate. The Promoters have also disclosed to the Allottee(s) nature of its right, title and interest or right to construct building(s), and also given inspection of all documents to the Allottee(s) as required by the law. The Allottee(s) having acquainted himself/herself/themselves with all facts and right of the Promoters and after satisfaction of the same has entered into this Agreement.
  - 9) i) The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s), modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to full fill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or



- The Promoters on receipt of the complete amount of the price of the said b) Unit/Office/Shop under the agreement from the allottee's shall execute a conveyance deed and convey the title of the said Unit/Office/Shop not later than 1 (One) year and with proportionate indivisible share in the common areas to the society / federation as may be formed all the right title interest of the promoters in the aliquot part of the said land i.e. said land, said project referred in Scheduled II unless the above stated period is not clearly mentioned, it is otherwise agreed by and between the parties hereto that the Promoters shall, within 3 (Three) months of registration of the Society or Limited Company, as aforesaid transferred to the Society, company or federation of the society and the interest of the Promoters in the project land on wh constructed. However, in case the Allottee(s) fails to deposit the stamp out registration charges and all other incidental and legal expenses etc. are demanded within the period mentioned in the demand letter, the Allottee(s) authorises the promoters withhold registration of the conveyance deed in his/her favour till full and final settlements of the amount and payment of stamp duty and legislation ox charges to the promoters is made by the Allottee(s).
  - b) Within 15 (Fifteen) days after notice in writing is given by the Promoters Allottee(s) that the Unit/Office/Shop is ready for use and occupancy, the shall be liable to bear and pay the proportionate share (i.e. in proportionate the carpet area of the Unit/Office/Shop) of outgoings in respect of the project land and Building(s) namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and Building(s). Until the Society or Limited Company is formed and the said structure of the Building(s) is transferred to it, the Allottee(s) shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee(s) further agree that till the Allottee's share is so determined the Allottee(s) shall pay to the Promoters provisional monthly contribution of Rs. 3,500/- (Rupees Three Thousand Five Hundred Only) per month towards the outgoings. The amounts so paid by the Allottee(s) to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the structure of the building is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.

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PARTNER

For P E M S ENGINEERING
CONSULTANTS PVT. LTD.
SVinn an ath
Director

- The Allottee(s) shall on or before delivery of possession of the said  $premises_{k_s}$ 12) deposited with the Promoters, the following amounts:
- **Rs. NIL/- (Rupees NIL Only)** for share money, application entrance fee of  $\S$ a) Society or Limited Company.

NIL Only) for formation and registration of the Society NIL/- (Rope Company. 30087- (Rupees Sixty Three Thousand Only) for deposit toward provisional monthly contribution towards outgoings of Society or Limited Company

- The Allottee(s) shall pay to the Promoters a sum of Rs. NIL (Rupees NIL Only 13) for meeting alivegal costs, charges and expenses, including professional costs of the Advocates of the Promoters in connection with formation of the said Society, or United Company and for preparing its rules, regulations and bye-laws and the cos of preparing and engrossing the conveyance or assignment of lease.
- At the time of registration of conveyance or Lease of the structure of the building 14) the Allottee(s) shall pay to the Promoters, the Allottee's share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance or Lease of the project land, the Allottee(s) shall pay to the Promoters, the Allottee's share of stamp duty and registration charges payable, by the said Society or Limited company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Society or limited company.
  - The Promoters hereby represents and warrants to the Allottee(s) as follows: 15)
- The Promoters have clear and marketable title with respect to the project land; as a) declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project; b)
- The Promoters have 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;
- There are no encumbrances upon the project land or the Project; c) FOR BHARAT CONSTRUCTION





- There are no litigations pending before any Court of law with respect to the project land or Project;
- e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building 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, project land and said building shall be obtained by following the process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;
  - The Promoters have the right to enter into this Agreement and have to committed or omitted to perform any act or thing, whereby the right, title and the estimate of Allottee(s) created herein, may prejudicially be affected;
  - g) The Promoters have not entered into any agreement for sale and/or sevelopment agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Unit/Office/Shop which will, in any manner, affect the rights of Allottee(s) under this Agreement;
  - The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Unit/Office/Shop to the Allottee(s) in the manner contemplated in this Agreement;
  - At the time of execution of the conveyance deed of the structure to the association of Allottee(s) the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee(s);
  - j) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
  - k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project.

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For PEMS ENGINEERING CONSULTANTS PVT. LTD. That all notices to be served on the Allottee(s) and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoters by Registered Post A.D and notified Email ID at their respective addresses specified below:

# M/S. PEMS ENGINEERING CONSULTANTS PVT. LTD.

TC 5/1665, 'SANGEETHA', KRISHNAN KOVIL ROAD,

AMBALAMUKKU KOWDIAR P.O. THIRUVANANTHAPURAM - 695 003

Notified Email ID: accounts@pemsconsultants.com

### M/S. BHARAT CONSTRUCTION

PS 41, 2<sup>nd</sup> Floor, Crystal Plaza,

44)

Plot No.-18/27, Sector No.-7,

Kharghar, Navi Mumbai-410 210.

Notified Email ID: bharatconstruction2000@gmail.com

It shall be the duty of the Allottee(s) and the promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters poster at the above address shall be deemed to have been received by the promoters of the Allottee(s), as the case may be.

Promoters to the Allottee(s) whose name appears first and at the ddress him/her which shall for all intents and purposes to consider as properly all the Allottee(s).

- 46) The charges towards stamp duty and Registration of this Agreement for sale shall be borne and paid by the allottee(s) only.
- 47) Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
- That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Panvel will have the jurisdiction for this Agreement

  For PEMS ENGINEERING

FOR BHARAT CONSTRUCTION

PARTNER

FOR PEMS ENGINEERING CONSULTANTS PVT. LTD.

#### FIRST SCHEDULE

### Description of the Land

I d

All that piece and parcel of land bearing Plot number 47 situated at Sector  $N_0$ , 15Kharghar, Navi Mumbai, Tal.-Panvel, Dist.-Raigad, admeasuring 1554.88 Sq. Mts. o thereabout bounded as follows; i.e. to say:

On or towards the North by : 24 Mts. wide Road

On or towards the South by : 15 Mts. wide Road

: Plot No.-48

 $\Omega$ 

: C/L & 20.00 Mts. Road/Plot No.-15 & 16

SECOND SCHEDULE

Description of the Unit / Office / Shop

All that Commercial premises bearing Office number **1201** admeasuring **25.659** Sq. Mts. Carpet area on the 12<sup>TH</sup> Floor of the building project to be known as 'MILLENIUM EMPIRE', being constructed on Plot No.- 47 situated in Sector No.-15 at Kharghar, Navi Mumbai, Tal.-Panvel, Dist.-Raigad.

### THIRD SCHEDULE

### **AMENITIES**

EMPIRE Plot No.-47, Sector-15, Kharghar, Navi Mumbai, Tal.-

### Panvel & Dist.-Raigad

Vitrified Flooring 2x 2'.

- Internal Partition wall to be 4" brick/Suprex Block work with putty finish & 6" brick/Suprex Block wall Externally.
- In Office/Unit Provide good quality main door & MS rolling shutter for Shops.
- Concealed Plumbing and Copper Wiring with Modular Switches, Circuits Breakers
- Putty Finished internal Walls and Ceiling for the entire unit with OBD Paint
- Acrylic Emulsion Paint to all External Walls of entire building and compound wall.
- Lift of Reputed make.
- Under Ground and Over Head Water Tank with Adequate Water Supply

PARTNER

FOR BHARAT CONSTRUCTION

For P E M S ENGINEERING CONSULTANTS PVT. LTD. Evinwanath

In witness whereof the parties hereto have executed this agreement on the day, month and year first above written.



FOR BHARAT CONSTRUCTION landre

PARTNER

ANNEXURE-E

granted by the Real Estate Regulatory Authority) FOR PEMS ENGINEERING CONSULTANTS PVT. LTD. Withwarrath Director

Authenticated copy of the Registration Certificate of the Project

## ANNEXURE- A



## Y AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

(CIN - U99999 MH 1970 SGC - 014574)

OFFICE:

MAL\*, 2nd Floor, Nariman Point,

nbai - 400 021.

NE: 00-91-22-6650 0900

: 00-91-22-2202 2509

HEAD OFFICE:

CIDCO Bhavan, CBD Belapur

Navi Mumbai - 400 614 PHONE: 00-91-22-6791 8100

00-91-22-6791 8166

CIDCO/BP-13386/TPO(NM & K)/2015/ 12 0 2

Date:

16 OCT 2015

M/s. Bharat Construction.

Through its Partner Mr. Hitendra C. Ghadia & Others Two.

P.S.41, Ilnd Floor, Plot No. 18/27

Crystal Plaza, Sector-7,

Kharghar, Navi Mumbai

ASSESSMENT ORDER No.261/2015-16 REGISTER NO.01 PAGE

Unique Code No. 5 0 3 0 2 0 2

SUB:- Payment of Construction & Other Workers Welfare Cess charges for Commercial Building on Plot No.47, Sector - 15 at Kharghar, Navi Mumbai

REF:- 1) Your architect's letter dated 28/04/2015 & 11/09/2015

ORDER OF ASSESSMENT OF CONSTRUCTION & OTHER WORKERS WELL ARE (AS PER BUILDING AND OTHER CONSTRUCTION WORKER'S WELFARE

Name of Assessee

Location

2

3. Land use

Plot area

Permissible FSI

GROSS BUA FOR ASSESSEMENT

ESTIMATED COST OF CONSTN.

AMOUNT OF CESS

:- M/s. Bharat Construction,

Through its Partner Mr. Hitengray :- Plot No.47, Sector - 15 at Khargan

:- Commercial

:- 1554.88 Sq. mtrs

- 1.5

:- 8897.400 Sq.mtrs.

:- 8897.400 Sq.mtrs. X 18000/- = Rs

:- Rs.160153200/- X 1%= Rs.1601532/-

Construction & Other Workers Welfare Cess charges paid Rs.16,02,500/- vide Receipt No 14134, dtd 23/09/2015.

Yours faithfully.

(Manjula Nayak) Sr. Planner (Bldg Permission) Navi Mumbai & Khopta



# CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIN

(CIN - U99999 MH 1970 SGC - 014574)

REGD. OFFICE:

"NIRMAL", 2nd Floor, Nariman Point,

Mumbai - 400 021

PHONE: 00-91-22-5550 0900 FAX : 00-91-22-2202 2509 HEAD OFFICE:

CIDCO Bhavan, CBD & Navi Mumbai - 400 614

PHONE: 00-91-22-67918

FAX : 00-91-22-67918

16 OCT 20

Date:

Ref. No.DCO BP-13386/TPO(NM & K)/2015/ 1202

To

Mrs Bharat Construction

Through its Partner Mr. Hitendra C. Ghadia & Others Two, P.S. 41, IInd. Isor. Plot No 1972

Crystal Plaz

Kharghar, N

ORDER NO.261/2015-16 REGISTER NO.01 PAGE NO.261

SUB

or Commercial Building on Plot No.47, Sector-15, Kharghar, Navi Mumbai.

4/2015 & 11/09/2015 pt 5 (Piter 1956 28/14/2015 & 11/09/2015 E (Subject) E (Elect-I) vide letter No.CIDCO/EE(Elect-I)/15/2434/2852, dtd. 20/04/2015 issued by Fite Officer | CIDCO vide letter No.CIDCO/FIRE/KLM/1481/2015, dtd. 08/09/2015 issued by Fite Officer | CIDCO vide letter No.CIDCO/TPO(NM&K)/2014/200, dtd.20/06/2014

ORDER OF ASSESSMENT OF DEVELOPMENT CHARGES (AS PER MAHARASHTRA REGIONAL & TOWN PLANNING (AMENDED) ACT 2010)

508 Name of Assessee

Location

:3 Land use

7

-4 Plot area 5 Pennissib

SUB RESIS 6 Rates a

er, or Some Doly Respy, Recko AREA FOR ASSESS

440

FOR COMMERCIAL Plot alea Built un pres.

11)

DEVELORMENT CHARGES FOR COMMORCIALS On plot area of (5) 650 On built up area of (5) 650 8

1) 11)

9 Total Assessed development Charges Date of Assessment 10

11

Due date of completion 12

. - M/s. Bharat Construction,

Through its partner Mr. Hitendra C. Ghadia & Otheres Two, Plot No.47, Sector – 15 at Kharghar, Navi Mumbai.

: - Commercial

- 1554.88 Sq. mtrs

- 1.5

Rs 31500/-

- 1554 88 Sq.mtrs...

- 2332.313Sq.mtrs.

- 1554 88 Sq mtrs X 31500/- x 1% = Rs 489787 20

- 2332 313 Sq mtrs X 31500/- x 4% = Rs 2938714 38 TOTAL = Rs 3428501 58

8(i) + 8(ii) = Rs 3428501 58 Say Rs 3428502/-

22/09/2015

15/04/2015 to 14/04/2019

Development charges paid of Rs 34,30 300/- vide Receipt No 14134, dtd 23/09/2015

Unique Code No. 2015 03 021 02 3887 01 is for this Development Permission on Plot No. 47, Sector- 15, at Kharghar, Navi Marian

Yours faithfully.

(Manjula Nayak)
Sr. Planner (Bidg Permission)
Navi Mumbai & Khopta



### AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED (CIN - U99999 MH 1970 SGC - 014574)

MAL\*, 2nd Floor, Nariman Point, boi - 400 021.

NE: 00-91-22-6650 0900 : 00-91-22-2202 2509 HEAD OFFICE:

CIDCO Bhavan, CBD Belapur, Navi Mumbai - 400 614.

PHONE: 00-91-22-6791 8100 FAX : 00-91-22-6791 8166

NODCO/BP-13386/TPO(NM & K)/2015/ 17203

Unique Code No. 2 0 Bharat Construction

Through its Partner Mr. Hitendra C. Ghadia & Others Two. P.S.41, IInd Floor, Plot No. 18/27 Crystal Plaza, Sector-7. Kharghar, Navi Mumbai

SUB :- Development Permission for Commercial Building on Plot No 47, Sector -- 15 at Kh

Ref:-1) Your architect's letter dated 28/04/2015 & 11/09/2015

2) PSIDC NOC issued by EE(Elect-I) vide letter No.CIDCO/EE(Elect-I)/15/2434/2852, dtd 20/04/201 Fire NOC issued by Fire Officer, CIDCO vide letter No.CIDCO/FIRE/KLM/1481, dtd. 08/09/2015

4) Height Clearance NOC issued by TPO(NM&K) vide letter No CIDCO/TPO(NM&K)/2014/200, dtd.20/06/2014

Please refer to your application for development permission for Commercial Building on Pl Navi Mumbai.

The development permission is hereby granted to construct Commercial Building on the plot m

The commencement certificate as required under section 45 of the Maharashtra Regional and herewith for the structures referred above.

The Developer / individual Plot Owner should obtain the proposed finished road edge le Engineer. The Developer / Individual Plot Owner should obtain the proposed finished road edge level for Engineer. The Developer / Plot Owner to ensure that the finished plinth level of the proposed buildings is building in building in the proposed finished road edge level. In case the building is building in the proposed finished road edge level. posed finished road edge level. In case, the building is having stilt, the finished stilt level to be minim

The approval for plumbing services i.e. drainage and water supply shall be separately obtain Executive Engineer(W/S), CIDCO prior to the commencement of the construction Work

The Developers / Builders shall take all precautionary measures for prevention of Malaria breeding during project. If required, you can approach Health Department CIDCO, for orientation program and pest control at project site to avoid epide on period of the

You may approach to the Office of Executive Engineer (Kharghar) to get the sewerage connection to your plot Thanking you,

Sr Planner (Bldg Permission)

Yours faithfully Man

PAESSUB

Navi Mumbai & Khopta

C.C.TO: Atul Patel Architects. 1209, Landmark, Plot No. 26-A Sector-7, Kharghar, Navi Mumbai REF.NO.CIDCO/B.P.-13386/TPO (NM&K)/2015 . 12 03 DATE 16 OCT W

# CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARSHTRA LTD

### COMMENCEMENT CERTIFICATE

Permission is hereby granted under section – 45 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXXVII of 1966) to M/s. Bharat Construction, through its Partners, Hitendra C. Ghadia & others Two, on Plot No- 47, Sector- 15 at Kharghar, Navi Mumbai, as per the approved plans and subject to the following conditions for the development work of the proposed Commercial Building (Gr.+14th Floors), Total Commercial BUA = 2332.313 Sq.mt (Nos. of Total Commercial units - 82 (Eighty Two)

This Commencement Certificate is valid up to plinth level only. The further order will be n after the plinth is inspected and plinth Completion Certificate is issued.

tificate is liable to be revoked by the Corporation if: -

velopment work in respect of which permission is granted under this certificate carried out or the use thereof is not in accordance with the Sanctioned plans. <del>conditions, subject to which the same is granted or any of the restrictions</del> oseg apper by the corporation is contravened.

Director is satisfied that the same is obtained by the applicant through fraud or Misrepresentation and the applicant and/or any person deriving title 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

2 and notice to the corporation for completion of development work upto plinth level, s before the commencement of the further work.

Giventiten notice to he Corporation regarding completion of the work. Optain Occupancy Certificate from the Corporation.

3

ermit authorized officers of the Corporation to enter the building or premises for pssion has been granted, at any time for the purpose of ensuring the bunding control Regulations and conditions of this certificate.

The structural design, building materials, installations, electrical installations etc. shall be in accordance with the provision (except for provision in respect of floor area ratio) as prescribed in the National Building Code or and/or GDCRs- 1975 in force.

The Certificate shall remain valid for period of 1 year from the date of its issue, thereafter revalidation of the same shall be done in accordance with provision of Section – 48 of MRTP Act- 1966 and as per regulations no. 16.1(2) of the GDCRs – 1975.

ly. The further city. lificate is issued auted nuder the ith the Sandioned Park ad or any of the ed by the applicant Person deriving the it the development in gional and Town Page of the work

ent work upto plate a

building or premse: purpose of ensure

llations etc. shallte area ratio) as prescrit

of its issue. The said Section - 48 of No.

1203 REF.NO.CIDCO/B.P.-13386/TPO (NM&K)/2015

DATE

1 6 OCT 2015

As per the notification dtd. 14th September 1999 and amendment on 27th August 2003, issued by Ministry of Environment & Forest (MOEF), Govt. of India and as per Circular issued by Urban Development Deptt., Govt. of Maharashtra, vide No. FAR/102004/160/P. No. 27/UD-20, dtd. 27/02/2004, for all Buildings following additional condition shall apply.

The Owners/Developer shall use Fly Ash bricks or blocks or tiles or clay fly ash bricks or cement fly ash bricks or blocks or similar products or a combination of aggregate of Them to the extent of 100 % (by volume) of the total bricks, blocks & tiles as the case may be in their matruction activity.

As directed by the urgan Development Deptt. Government of Maharashtra, under Section -12 966 and vide Provision No. TPB 432001/2133/CR-230/01/UD-11, (2005 to all vuildings, greater than 300.00 Sq. m. following additional condition Harvesting shall apply

> layout op spaces/amenities spaces of Housing Society and new to construction / additions on plots having area not less than 300.00 Sq. have one or more Rain Water Harvesting structures having minimum total capacity as detailed in schedule (enclosed)

> Provided that the authority may approve the Rain water Harvesting Structures of specifications different from those in Schedule, subject to the minimum capacity of Water Harvesting being ensured in each case.

> every building mentioned in the (a) above shall ensure that the vater Hawesting structure is maintained in good repair for storage of water for gan person purposes or recharge of groundwater at all times.

> Authority may impose a levy of not exceeding Rs. 100/- per annum for every 100 m. of built up area of the failure of the owner of any building mentioned in the (a) maintain Rain Water Harvesting structures as required under

> > Manjula 16/10/15

Sr.Planner ( Bldg.Permission ) Navi Mumbai & Khopta

Stulio

C.C. TO: ARCHITECT

M/s Atul Patel ( Plot No-47, Sector-15 at Kharghar)

C.C. TO Separately to

- M (TS)
- CUC
- EE (KHR/PNL/KLM/DRON) 3.
- EE (WS)



# Ajeet Singh & Associates

(Advocates & Legal Consultants)

Ajeet V. Singh ADVOCATE HIGH COURT

fice No. 16/17 & 54, 1st floor, Sai Chamber, Plot No. 44, Sector 11, CBD Belapur, Navi Mumbai - 400 614 ice No. 167 Mob.: 9820523077 / 9820459724 Fax No. 022 40242632 E-mail : ajeet\_advocate@yahoo.co.in

Date: 23rd February 2016

### ANNEXURE "B"

### TITLE CERTIFICATE

### TO WHOMSOEVER IT MAY CONCERN

Ref.: Commercial Plot bearing No. 47, adm. about 1554.880 sq. mtrs., Situated at Sector-15, Kharghar, Navi Mumi

Panvel, Dist. Raigad.

We have investigated the Title of M/S. BHARAF [Partnership Firm], the Licensees of Commercial Plot be about 1554.880 sq. mtrs., Situated at Sector-15, Kharghar Tal. Panvel, Dist. Raigad have to State as follows:

The City and Industrial Development Corporation o Limited under the Application dtd. 21st January 2014, Perta REf. No. 20008886/90029767 dtd. 17th April 2014 Commercial Plot bearing No. 47, adm. about 1554.880 at Sector-15, Kharghar, Navi Mumbai, Tal. Panvel, Dist. R of applicants M/S. BHARAT CONSTRUCTION [Partnersh Commercial Use. On payment of lease premium amount of Rs. 200, [Rupees Nineteen Crore Sixty Eight Thousand Five Hundred Thirty Only), Agreement to Lease executed on 15th April 2015 between THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD. (CIDCO) the Licensor Corporation Party of ONE PART AND [1] MR. HITENDRA C. GHADIA, [2] MR. KISHOR C. GHADIA, [3] MR. JITENDRA R PATEL Partners of M/S. BHARAT CONSTRUCTION, the Licensees Party of OTHER PART for the grant of License of Commercial Plot bearing No. 47, adm. about 1554.88 sq. mtrs., Situated at Sector-15, Kharghar, Navi Mumbai, Tal. Panvel, Dist. Raigad (more particularly as written in the schedule of property therein) and had handed over the possession of the aforesaid allotted plot to the Licensees and permitted to construct commercial building thereon within available F.S.I of 1.5 (Floor Space Index) as per the approve plan, Commencement Certificate to be obtained from Town Planning Dept. of CIDCO Ltd. The said Agreement to Lease duly stamped & registered with the concerned Sub Registrar of Assurances Panyel-4 vide under Registration Sr. No.PVL-4/4745/2015 dtd.15th April 2015.

.... Continued ....

The Licensees of Plot herein is the Partnership Firm was constituted to the Indian Partnership Act, 1932 was originally constituted to the Partnership Firm was consti cont. The Licensees of Pior Inc.

registered as per the Indian Partnership Act, 1932 was originally constituted & Constituted on Landson Constituted On Constituted On under Deed of Partnersnip under Deed of Partnersnip under Deed of Partnersnip under Deed of Partnersnip under Deed on Partnersnip under Deed of Part 2002 and further reconstitutes.

dtd. 1st April 2014. The Present Partners of the firm are [1] SHRI. HITENDER. 121 SHRI. KISHOR CHHAGANBHAI GHADIA. 121 SHRI. 121 SHRI dtd. 1st April 2014. The Fiese... CHAGANBHAI GHADIA, [2] SHRI. KISHOR CHHAGANBHAI GHADIA, HITENDIA. 141 SHRI. NAGARAM TARARAM CHOLL. CHHAGANBHAI GHADIA, 121 C...

DHAIRYA HITENDRA GHADIA, [4] SHRI. NAGARAM TARARAM CHOUDHARY, [6] SHRI. VIE.

MCHANSINGH CHOUDHARY, [6] SHRI. VIRAMRAM THE DHARM CHOUDH RY and Previous Partner MR. JITENDRA R PATEL

we have gone through and perused the aforesaid title documents related we have gone the title search of Plot through MR. VINAY Search Clerk for a period One [01] Years in the Office of Concerned Sub Registrar of Assurance i.e. Panvel - I, Panvel - II, Panvel -III, Panvel-IV & Panvel-V, Tal. Panvel & Dist. Raigad and made the payment of Govt. Fees to the offect. While search its found that there is no document executed responsibilities Lease, License, saie, mortgage of said plot in an other party except the document herein perused by us. The copy of search and payment receipt for title advocate enclosed herewith to support auraille certificate issued pertaining to title of said plot.

Oserved by us that the title of Commercial Plot bearing No. 47, adm. about \$54.880 sq. mtrs., Situated at Sector-15, Kharghar, Navi Mumbai, Tal. Panvel, Dist. Raigad with M/S. BHARAT CONSTRUCTION [Partnership Firm] are clear & marketable and further the License of mentioned plot is free from all encumbrances, mortgages, charges and/or claims.

# THE SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land bearing Plot bearing No. 47, Situated at Sector-15, Kharghar, Navi Mumbai Tal. Panvel & Dist. Raigad, adm. about 1554.88 sq. mtrs. and bounded as follows that is to say:

On or towards the North

24.00 Mtrs Wide Road

On or towards the South

15.00 Mtrs. Wide Road

On or towards the East

On or towards the West

Plot No. 48

C/L & 20.00 Mtrs. Road/Plot No.15&16

For AJEET SINGH & ASSOCIATES

(ADVOCATE)

Encl. : Search Report taken through MR. VINAY MANKAME

.... Continued ....

Ajar Singh & JASSOCIAL

#### Note:

Docum BHARAT CON 2015 with the 4745/2015 by available but th

Comput at PVL-I, II, III,

For AJEET SING

AJEET. V. (ADVOC

Advocate ! 7. 1st Floor, Sai Plot No. 44, C 100 61

### .. 3 .. SEARCH REPORT

TRANSACTION	
[Sub-Registrar, Panvel - I]	
Current Year 2015 record is not ready	
TRANSACTION	
[Sub-Registrar, Panyel - II]	
Current Year 2015 record is not ready	
TRANSACTION	
	-
Current Year 2015 record is not ready	08
TRANSACTION	8
[Sub-Registrar, Panvel – IV]	
Current Year 2015 record is not ready	
An Sept on	
	[Sub-Registrar, Panvel – I]  Current Year 2015 record is not ready  TRANSACTION  [Sub-Registrar, Panvel – II]  Current Year 2015 record is not ready  TRANSACTION  [Sub-Registrar, Panvel – III]  Current Year 2015 record is not ready  TRANSACTION  [Sub-Registrar, Panvel – IV]  Current Year 2015 record is not ready

TRANSACTION [Sub-Registrar, Panvel - V] 2015 Current Year 2015 record is not ready

#### Note:

- Document executed between CIDCO of Maharashtra Ltd 1. BHARAT CONSTRUCTION [Partnership Firm] has been registered on 2015 with the Sub Registrar, PVL-4 under as per you Provided Doc. No. 4745/2015 by through Agreement to Lease record of 2015 physically not available but the said document is system verified on computerised system.
- Computerised Index are not properly maintained in Sub Registrar Office at PVL-I, II, III, IV & V.

For AJEET SINGH & AS

AJEET. V. SINGH (ADVOCATE)

Ajeet V. Singh

Advocate High Court Reg. No. MAH/1522/1993 17, 1st Floor, Sai Chamber, Sector-11, Plot No. 44, C.B.D. Belapur, " ....bai - 100 614. Ph. No. 2" .

oad

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oad

Zoad/Plot No. 15810

AGANBHAI CHA

RAM TARARAM CO IARY, IEI SHE

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resaid title docume

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ocate enclosed here

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BHARAT CONSTRUCT

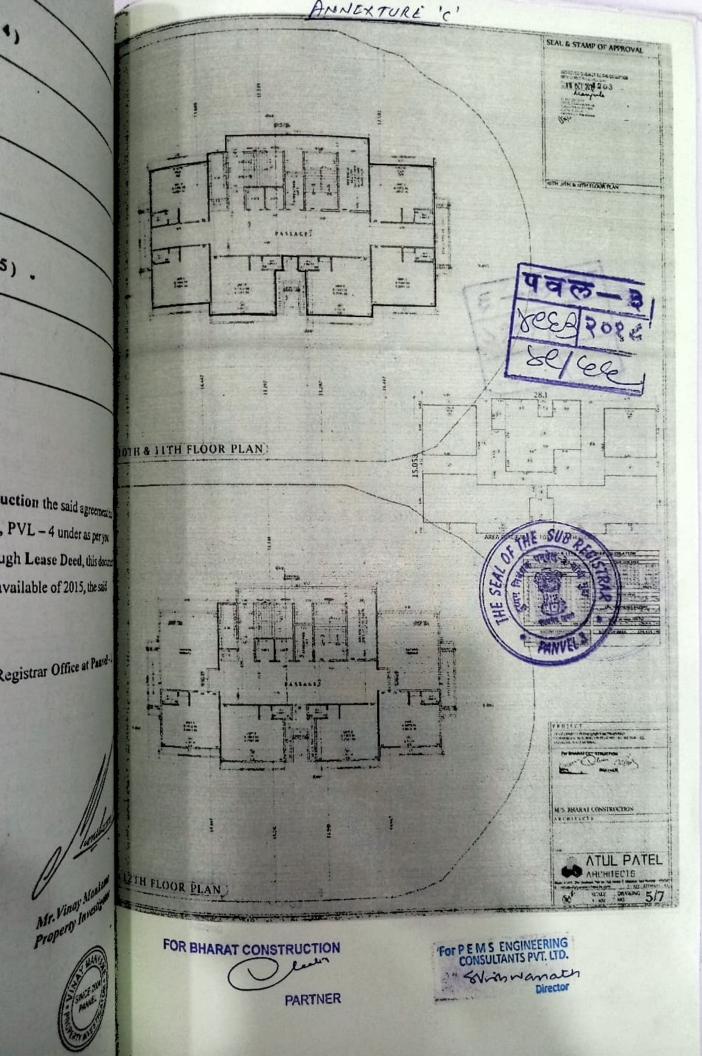
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s and/or claims

F**ERR**ED TO

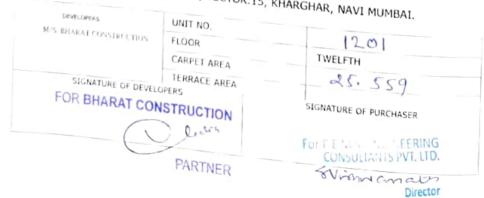
ing No. 47, Situate ist. Raigad, adm. 155

of said plot.





# PROPOSED COMMERCIAL BUILDING AT PLOT NO. 47, SECTOR.15, KHARGHAR, NAVI MUMBAI.





AMNEXURE - E'

### Maharashtra Real Estate Regulatory Authority

#### REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

singlistration is granted under section 5 of the Act to the following project under project registration number :

×200001042

1000001042 Millenium Empire, Plot Bearing / CTS / Survey / Final Plot No.: 47 at Kharghar, Panvel, Raigarh, 410210;

Sharat Construction having its registered office / principal place of business at Tehsil: Panvel, District: Raigarh,

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 al allottees, as the case may be, of the apartment or the common areas as pe Rule (Regulation and Development) (Registration of Real Estate Projects, Registration of Interest and Disclosures on Website) Rules, 2017;

The promoter shall deposit seventy percent of the amounts realised by the gromder realised. maintained in a schedule bank to cover the cost of construction and the land cost to be used on as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

That entire of the amounts to be realised hereinafter by promoter for the real estate project from from time to time, shall be deposited in a separate account to be maintained in a schedule cost of construction and the land cost and shall be used only for that purpose, since the the project is less than the estimated cost of completion of the project.

 The Registration shall be valid for a period commencing from 25/07/2017 and ending renewed by the Maharashtra Real Estate Regulatory Authority in accordance with se

The promoter shall comply with the provisions of the Act and the rules and regulations m

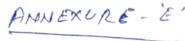
That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

> Signature valid Digitally Signed by remanand Prabhu MahaRERA 5/2017 5:50:26 PM

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

Dated: 25/07/2017 Place: Mumbai





### 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 :

PS200000 Millenium Empire, Plot Bearing / CTS / Survey / Final Plot No.: 47 at Kharghar, Panvel, Raigarh, 410210;

- 1. Bharat Construction having its registered office / principal place of business at Tehsil: Panvel, District: Raigarh, Pin: 410210.
- 2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottees, as the case may be, of the apartment or the common areas as pe Rule 9 of Mana (Regulation and Development) (Registration of Real Estate Projects, Regis of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the gromoter in a spharate are maintained in a schedule bank to cover the cost of construction and the land cost to be used only for as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allettees from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cost of construction and the land cost and shall be used only for that purpose, since the the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from 25/07/2017 and ending renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section
- The promoter shall comply with the provisions of the Act and the rules and regulations may
- That the promoter shall take all the pending approvals from the competent authorities

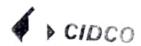
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

> Signature valid Digitally Signed by Dr. Vasant reman remanand Prabhu Secretary, MahaRERA) Date:7/25/2017 5:50:26 PM Date:7/2

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

Dated: 25/07/2017 Place: Mumbai





### ND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

2nd Floor, Nariman Point,

400 021.

(Reception) +91-22-6650 0900 / 6650 0928

+91-22-2202 2509 / 6650 0933

HEAD OFFICE

CIDCO Bhavan, CBD Belapur,

Navi Mumbai - 400 614.

PHONE: +91-22-6791 8100

FAX : +91-22-6791 8166

Date :

प्रवल = ३ ४९६४ २०१८ ५७/ ६७

CIDCO/BP-13386/TPO(NM&K)/2016/ 1900

To, M/s. Bharat Construction P.S.41, 2nd Floor, Plot No.18/27, Crystal Plaza, Sector-7, Kharghar, Navi Mumbai - 410210

Sub :- Plinth Completion Certificate for Proposed Commercial Building on Plot No. 47, Sector 15 at Kharghar, Navi Mumbai.

Ref:- 1) Development Permission granted by this office vide letter No. CIDCO/BP-13386/TPO(NM&K)/2015/1203, dated 16.10.2015

- 2) Your Architect's online application received on dtd. 18.02.2016.
- 3) Site Visit by AEE on dtd. 23.02.2016.

Sir.

This has reference to your letter cited above, through your Licensed Architect regarding completion of Plinth of Residential Building on subject plot. In this regard it is to inform you that as per the reference points and constructed compound wall shown by your Architect for Commercial Building on Plot No. 47, Sector 15 at Kharghar Navi Mumbai, the marginal open spaces are found as per plans approved vide this office letter No CIDCO/BP-13386/TPO(NM&K)/2015/1203, dated 16.10.2015.

Therefore you may go ahead with the construction work beyond <u>Plinth Level upto</u> top of 1st <u>Habitable Floor i.e. upto Six Slab</u> as per approved plans and terms and conditions mentioned in this office letter dtd. 16.10.2015 and Agreement to Lease executed with Corporation.

Thanking you,

Yours faithfully,

(Jagdish B. Patil) Associate Planner (BP)