

1716/24

AGREEMENT FOR SALE

BETWEEN

M/S. KABRA & ASSOCIATES,

AND

MRS. PRIYANKA PRAVIN KUMTHA

FLAT NO. A-403, KABRA DIAMANTE.

389/1716

पावती

Original/Duplicate

Friday, January 19, 2024

नोंदणी क्र.: 39म

8:27 PM

Regn.: 39M

पावती क्र.: 1890 दिनांक: 19/01/2024

गावाचे नाव: पी.एस.पहाडीगोरेगांव  
दस्तऐवजाचा अनुक्रमांक: वरल-6-1716-2024  
दस्तऐवजाचा प्रकार: करारनामा  
सादर करणाऱ्याचे नाव: प्रियांका प्रवीण कुमठ

नोंदणी फी ₹. 30000.00  
दस्त हाताळणी फी ₹. 2500.00  
पृष्ठांची संख्या: 125

एकूण: ₹. 32500.00

आपणास मूळ दस्त, थंवेनेल प्रिंट, सूची-२ अंदाजे  
8:46 PM ह्या वेळेस मिळेल.

वाजार मुल्य: ₹.10611881.1/-

मोवदला ₹.17037000/-

भरलेले मुद्रांक शुल्क : ₹. 851850/-

सह. दु. नि. बोरीवली 6,  
सह. दु. नि. बोरीवली 6,  
मुंबई उपनगर जिल्हा.

- 1) देयकाचा प्रकार: DHC रक्कम: ₹.2000/-  
डीडी/घनादेश/पे ऑर्डर क्रमांक: 0124191115763 दिनांक: 19/01/2024  
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: DHC रक्कम: ₹.500/-  
डीडी/घनादेश/पे ऑर्डर क्रमांक: 0124196418583 दिनांक: 19/01/2024  
बँकेचे नाव व पत्ता:
- 3) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: ₹.30000/-  
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH013513357202324R दिनांक: 19/01/2024  
बँकेचे नाव व पत्ता:

मुद्रांक शुल्क माफी असल्यास तपशिल :-

- 1) Mudrank 2021/UOR12/CR107/M1 (Policy) : For Women : Mudrank  
2021/UOR12/CR107/M1 (Policy) : For Women - Corporations Area

मुळ दस्त प्राप्त झाला.

REGISTERED ORIGINAL DOCUMENT  
DELIVERED ON 24 JAN 2024  
19/01/2024

:kH2qdMmw



19/01/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. बोरोवली 6

दस्त क्रमांक : 1716/2024

नोंदणी :

Regn:63m

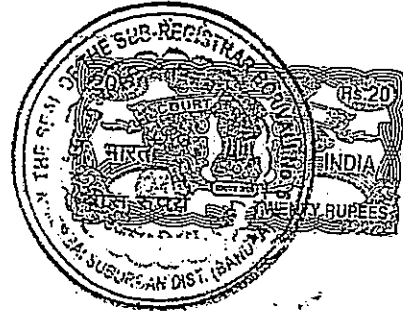
गावाचे नाव : पी.एस.पहाडीगोरेगांव

(1)नितेद्याचा प्रकार	करारनामा
(2)नोबदला	17037009
(3) बाजारमाव;भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी वेतों की पट्टेदार ते नमुद करावे)	10611881.1
(4) भू-नामन,पोस्टहिस्ता व परक्रमांक(असल्यास)	1) पातिकेचे नाव:Mumbai Ma.na.pa. इतर वर्णन : इतर माहिती: सदनिमा क्र. 403,ए व्किंग,4 था मजला,काबरा टायमटे,वेलवेलकर बाडी,एम. जी. रोड,गोरेगाव वेस्ट मुंबई 400104. सोवत 1 कार पार्किंग,(सदनिमाचे एकूण क्षेत्र 58.95 चौ मीटर कारपेट रेरा प्रमाणे) 31 मार्च 2021 चे शासन आदेश क्र.मुद्रांक-2021/अ.सं.क्र.12/अ.क्र.107/न-1(धोरण) या नुसार दस्तऐवजास महिला खरेदियारास मुद्रांक शुल्काची सवलत देण्यात आली आहे( ( C.T.S. Number : 73/A : ) )
(5) घंफळ	1) 62.645 चौ.मीटर
(6)आकारणी किंवा जुटी देण्यात असेल तेन्हा.	
(7) दस्तऐवज नवम देणा-या/विहीन ठेवणा-या पक्षाने राबे मत्व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नवम-मेसर्स नाबरा अँड असोसिएट्स चे पार्टनर गौतम काबरा ठके सुचव्यार नियोज अशोक उपाध्याय वय:-49; पत्ता:-प्लॉट नं: ओकिस , माळा नं: 10 या मजला , इमारतीचे नाव: कमला हब , ब्लॉक नं: विलेपार्ल पश्चिम मुंबई , रोड नं: एन एन रोड नं. 1, जेव्हीपीटी स्कीम , महाराष्ट्र, MUMBAI पिन कोड:-400049 फॅन नं:-AAFFK2000F
(8)दस्तऐवज फडन घेणा-या पक्षाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-शियांका प्रवीण कुमठा वय:-38; पत्ता:-प्लॉट नं: एन/7-8, माळा नं: -, इमारतीचे नाव: गणपती निवास , ब्लॉक नं: गोरेगाव पश्चिम मुंबई , रोड नं: बांगुर नगर, महाराष्ट्र, MUMBAI. पिन कोड:-400104 फॅन नं:-AYNPK3613Q
(9) दस्तऐवज फडन दिल्याचा दिनांक	19/01/2024
(10)दस्त नोंदणी केल्याचा दिनांक	19/01/2024
(11)अनुक्रमांक,घंढ व पृष्ठ	1716/2024
(12)बाजारमावाप्रमाणे मुद्रांक शुल्क	851850
(13)बाजारमावाप्रमाणे नोंदणी शुल्क	30000
(14)थेरा	

मुल्यांक्रमासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकर रताना निवडलेला अनुच्छेद :-

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



खरी प्रत

सह दुय्यम निबंधक, बोरोवली क्र.-6  
मुंबई उपनगर जिल्हा.

## Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	KABRA AND ASSOCIATES	eSBTR/Simple Receipt	03006172023122850790	MH013513357202324R	851850.00	SD	0007542934202324	19/01/2024
2		DHC		0124191115763	2000	RF	0124191115763D	19/01/2024
3		DHC		0124196418583	500	RF	0124196418583D	19/01/2024
4	KABRA AND ASSOCIATES	eSBTR/SimpleReceipt		MH013513357202324R	30000	RF	0007542934202324	19/01/2024

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )						
Valuation ID	202401199370			19 January 2024,07:27:31 PM		
वरल-6						
मूल्यांकनाचे वर्ष	2023					
जिल्हा	मुंबई(उपनगर)					
मूल्य विभाग	57-पहाडी-गोरेगाव पश्चिम ( बोरीवली )					
उप मूल्य विभाग	भुभाग : उत्तरेस गावाची रुद्द, पूर्वेस एस. व्ही रोड, दक्षिणेस गावाची रुद्द व पश्चिमेस लिंक रोड.					
सर्व्हे नंबर /न. भू. क्रमांक :	सि.टी.एस. नंबर#73					
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.	खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	भोजमापनाचे एकक
	76820	160470	184550	218300	160470	चौरस मीटर
बांधीव क्षेत्राची माहिती						
बांधकाम क्षेत्र(Built Up)-	62.645चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव	
बांधकामाचे वर्गीकरण- उद्भवान सुविधा-	1-आर सी सी आहे	मिळकतीचे वय- मजला -	0 TO 2वर्षे	बांधकामाचा दर -	Rs.30250/-	
रस्ता सन्मुख -						
Sale Type - First Sale						
Sale/Resale of built up Property constructed after circular di.02/01/2018						
मजला निहाय घट/वाढ	= 100% apply to rate= Rs.160470/-					
घसा.यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	=(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर ) * घसा.यानुसार टक्केवारी )+ खुल्या जमिनीचा दर ) = ( ((160470-76820) * (100 / 100) )+76820 ) = Rs.160470/-					
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 160470 * 62.645 = Rs.10052643.15/-					
E) वंदिस्त वाहन तळाचे क्षेत्र वंदिस्त वाहन तळाचे मूल्य	13.94चौरस मीटर = 13.94 * ( 160470 * 25/100 ) = Rs.559237.95/-					
Applicable Rules	= ,10,4,16					
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + भूखोर्नाईन मजला क्षेत्र मूल्य + लगतच्या मूळीचे मूल्य + वरील राखीचे मूल्य + वंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भावतीच्या खुल्या जागेचे मूल्य + वंदिस्त वात्कनी + मेकॅनिकल वाहनतळ = A + B + C + D + E + F + G + H + I + J = 10052643.15 + 0 + 0 + 0 + 559237.95 + 0 + 0 + 0 + 0 + 0 =Rs.10611881.1/-					

Home Print

वरल - ६/  
१०९६ १ ९२५  
२०२४





e-Stamp [ Simple Receipt ] Offline Payment Receipt

Branch Name : 50:TOPIWALA CENTRE(9958)  
 Challan Number : MBST28122350790 GRAS GRN : MHD135133572C2324R  
 PaymentDate : 05/01/2024 12:35:44 PM Bank Txn ID : 050124M481495  
 District : 7101-MUMBAI Office Name : IGR190-BRL1\_JT SUB REGISTRAR BORIVALI 1  
 Stamp Duty : 0030045501-75  
 Amount : 651850.00  
 Registration Fees : 0030063301-70  
 Amount : 30000.00  
 Total Amount : 881850.00  
 Duty Payer Name : KABRA AND ASSOCIATES Duty Payer ID : PAN-AAFFK20CCF  
 Duty Payer Mob No : 91-9702077441  
 Article Code : 325-Agreement to sale/Transfer/Assignment  
 Movability : Immovable Consideration Amount : 17637000.00  
 Prop Descr : FLAT 403 A WING, 4TH FLOOR, KABRA DIAMANTE, BELWALKAR WADI, M.C. ROAD, GOREGAON WEST, MUMBAI Maharashtra 400104  
 Property Area : 56.95 Sq.Meter  
 Other Party Name : PRIYANKA PRAVIN KUMTHA Other Party ID : PAN-AYNPR36130

Print Receipt

बरेल - ६/		
१७१६	२	१२५
२०२४		



Handwritten checkmark

**Data of Bank Receipt for GRN MH013513357202324R**  
**Bank - PUNJAB NATIONAL BANK**

Bank/Branch :  
 Pmt Txn id : 050124M481495 Simple Receipt  
 Pmt DtTime : 05/01/2024 12:35:44 Print DtTime :  
 ChallanIdNo : 03006172023122850790 GRAS GRN : MH013513357202324R  
 District : 7101 / MUMBAI GRN Date : 05/01/2024 13:44:15  
 Office Name : IGR190 / BRL1\_JT SUB REGISTRAR BORIVALI 1

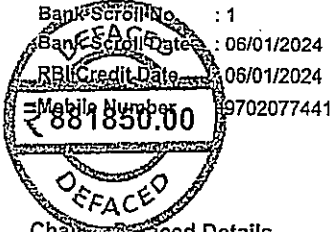
StDuty Schm : 0030045501-75/ Stamp Duty(Bank Portal)  
 StDuty Amt : Rs 8,51,850.00/- (Rs Eight Lakh Fifty One Thousand Eight Hundred Fifty Rupees Only )

RgnFee Schm : 0030063301-70 / Registration Fee  
 RgnFee Amt : Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)

**Only for verification not to be printed and used**

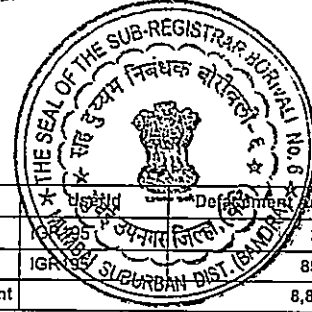
Article : B25  
 Prop Mvblty : Immovable Consideration : 1,70,37,000.00/-  
 Prop Descr : FLAT 403 A WING,4TH FLOOR,KABRA DIAMANTE,BELWALKAR WADI , M.G.ROAD  
 : GOREGAON WEST,MUMBAI,Maharashtra  
 : 400104  
 Duty Payer : PAN-AAFFK2000F KABRA AND ASSOCIATES  
 Other Party : PAN-AYNPK3613Q PRIYANKA PRAVIN KUMTHA

बरल - ६/		
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Challan Defaced Details

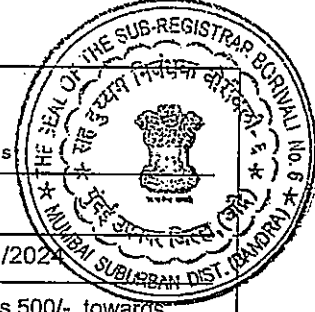
Sr. No.	Remarks	Defacement No.	Defacement Date	Defacement Amount
1	(IS)-389-1716	0007542934202324	19/01/2024-20:27:12	30000.00
2	(IS)-389-1716	0007542934202324	19/01/2024-20:27:12	851850.00
Total Defacement Amount				8,81,850.00



बल - ६/		
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**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

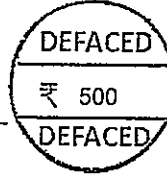


**Receipt of Document Handling Charges**

PRN 0124196418583

Receipt Date 19/01/2024

Received from DHC, Mobile number 0000000000, an amount of Rs.500/-, towards Document Handling Charges for the Document to be registered on Document No. 1716 dated 19/01/2024 at the Sub Registrar office Joint S.R. Borivali 6 of the District Mumbai Sub-Urban District.



**Payment Details**

Bank Name MAHB

Payment Date 19/01/2024

Bank CIN 1C004152024011917262

REF No. 018620461

Deface No 0124196418583D

Deface Date 19/01/2024

This is computer generated receipt, hence no signature is required.



बरल - ६/		
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२०२४		





**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN 0124191115763

Receipt Date 19/01/2024

Received from DHC, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 1716 dated 19/01/2024 at the Sub Registrar office Joint S.R. Borivali 6 of the District Mumbai Sub-urban District.

DEFACED

₹ 2000

DEFACED

**Payment Details**

Bank Name SBIN

Payment Date 19/01/2024

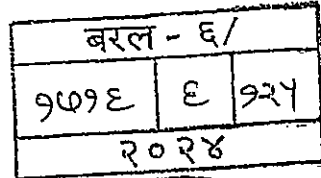
Bank CIN 10004152024011914711

REF No. 401916512212

Deface No 0124191115763D

Deface Date 19/01/2024

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बरल - ६/		
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२०२४		



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909E	C	921
2024		



## AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Mumbai this 19<sup>th</sup> day of January, 2024

BETWEEN

M/s. KABRA & ASSOCIATES, a Partnership Firm registered under the provisions of the Indian Partnership Act, 1932 under No. BA 23326 having its registered office at 10<sup>th</sup> Floor, Kamla Hub, N. S. Road No.1, JVPD Scheme, Vile Parle (W), Mumbai: 400049, hereinafter referred to as "the Promoter/Developer" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor) of the ONE PART

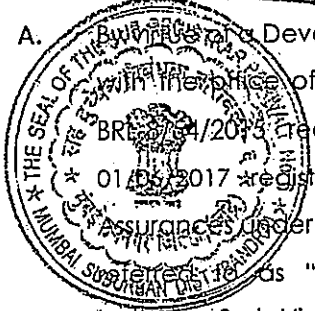
AND

MRS. PRIYANKA PRAVIN KUMTHA having her address at, N/7-8, GANPATI NIWAS, BANGUR NAGAR, GOREGAON - WEST, MUMBAI - 400 090 hereinafter referred to as "the Allottee/s", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) of the OTHER PART

Promoter	Allottee/s
<i>pk</i>	<i>W</i>

*W*

BRL-6/		
909E	e	927
WHEREAS		
PORS		



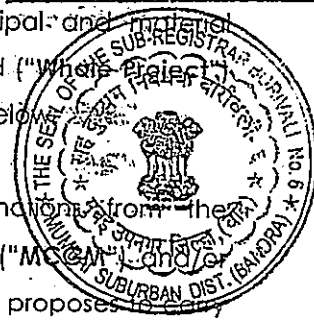
A. Pursuant to a Development Agreement dated 21/12/2014 registered with the office of the Sub-Registrar of Assurances under Serial No. BRL-6/6009/2017 read with the Supplemental Agreement dated 01/06/2017 registered with the office of the Sub Registrar of Assurances under Serial No. BRL-6/6009/2017 (hereinafter collectively as "the Development Agreement") both executed between Smt. Vimal Mohan Belwalkar & 9 Others (herein & therein referred to as the "Owners" of the One Part) and the Promoter (therein referred to as the Developer of the Other Part), the Owners being the legitimate and absolute owners of all that piece and parcel of land admeasuring 3,953.3 square metres at Belwalkarwadi, M. G. Road, Goregaon (W), Mumbai: 400104 (formerly 400062), on plot bearing C.T.S. No. 73, 73/ 1 to 65 at Village: Pahadi, Goregaon (West), Taluka: Borivali in the registration district and sub-district of Mumbai City and Mumbai Suburban ("the Larger Land"), granted to the Promoter and the Promoter acquired from the Owners the rights to develop/redevelop the Larger Land together with the old chawls/structures/tenements thereon ("the Old Tenements") for the consideration and on the terms and conditions mentioned therein. Pursuant to the Development Agreement, the Owners also executed Powers of Attorney dated 21/12/2014 registered with the office of the Sub Registrar of Assurances under Serial No. BRL-8/55/2015 and 01/06/2017 also registered with the office of the Sub Registrar of Assurances under Serial No. BRL-6/6010/2017 (collectively referred to as "the Power of Attorney") in favour of the Promoter with respect to the development/redevelopment of the Larger Land and the Old Tenements for the purposes more particularly mentioned therein. The Larger Land is more particularly described in the First Schedule hereunder written and delineated in the plan annexed and marked as Annexure "1" hereto;

Promoter	Allottee/s

B. The Promoter is entitled to construct buildings on the Larger Land in accordance with the Recitals hereinabove.

बरेल - ६७		
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C. The Promoter is undertaking the development of the Larger Land as a single layout for mixed user. The principal and material aspects of the development on the Larger Land ("Whole Project") as disclosed by the Promoter are briefly stated below:



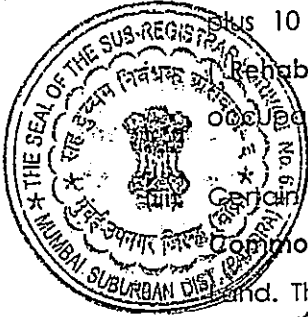
(a) Subject to the receipt of approvals/sanctions from the Municipal Corporation of Greater Mumbai ("MCGM") and/or other competent authority(ies), the Promoter proposes to carry out construction on the said Larger Land by consuming such FSI as may be available upon the said Larger Land from time to time, or due to change in the applicable law or policy of MCGM, or otherwise, on any other portion of the land comprising the said Larger Land, as the case may be. In relation to this, the Promoter is entitled to amend, modify and/or substitute the proposed master layout ("Proposed Master Layout"), in full or in part, as may be required/ permissible under the applicable law from time to time. The Promoter has prepared and the Allottee has perused the Proposed Master Layout of the said Larger Land which is annexed hereto and marked as Annexure "2", which, inter alia, specifies the tentative location of the buildings to be constructed as part of the Whole Project.

(b) The Promoter is developing the said Larger Land by constructing thereon:-

(i) 1 (one) building for mixed use comprising 3 (three) wings (viz. Wing 'A', 'B' and 'D') ("Project Building") on a portion of the Larger Land (more particularly described in Recital herein below);

Promoter	Allottee/s
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२०२४ Wing 'C'		



building for residential use comprising of 1 wing i.e. plus 10 upper floors on a portion of the Larger Land (Rehab Building") for the purpose of rehabilitating the occupants of the Old Tenements; and certain common areas and amenities ("Whole Project Common Areas and Amenities") on a portion of the Larger Land. The Whole Project Common Areas and Amenities are listed in **Second Schedule** hereunder written. All the occupants of the Larger Land shall proportionately share the expenses towards the maintenance and up-keep of the same.

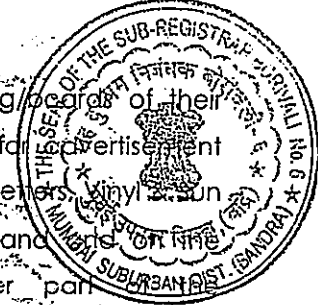
(c) It is clarified that the access to the Rehab Building will be from the roads as shown delineated in the plan annexed hereto and marked as Annexure "2" ("Rehab Access"), and the occupants of the Rehab Building shall use the Rehab Access alone and not any other access or pathways forming part of the Larger Land. The Promoter may, at its sole discretion, however, provide a separate/ alternate/ different access to the Rehab Building.

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

Promoter	Allottee/s
Jh.	W

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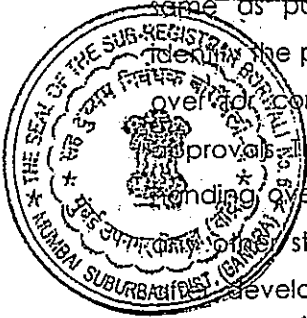
- E. The scheme and scale of development proposed to be carried out by the Promoter on the Larger Land will be as set out in the Proposed Master Layout, as amended and approved by the concerned authorities from time to time;
- F. The Promoter shall be entitled to put hoarding/boards of their Brand Name or such other hoardings/boards for advertisement purposes in the form of Neon Signs, Fabrication Letters, Vinyl Signs, Boards or any other material on the Larger Land on the façade, terrace, compound wall or other part of buildings/towers/wings as may be developed from time to time, at all times. The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free unconditional right of way and means and access to such place or places for the purpose of repair, maintenance, painting or changing the logo/ signs. The Allottees confirm that they shall not object to the same.
- G. The Promoter shall be entitled to confer title of a particular building/wing to such society/ies, as mentioned herein below.
- H. The details of formation of the Apex Body/ Federation/ Co-operative Housing Association to be formed by and consisting of the ultimate organisations formed in respect of various buildings constructed / to be constructed on the Larger Land, to maintain, administer and manage the Whole Project ("Housing Association") and conferment of title upon the Housing Association with respect to the Larger Land and Whole Project Common Areas and Amenities and/or other common areas, facilities and amenities, podiums and other spaces and areas on the said Larger Land are mentioned herein below.
- I. The statutory approvals may require the Promoter to hand over certain stipulated percentage of the said Larger Land or



Promoter	Allottee/s
JK	V



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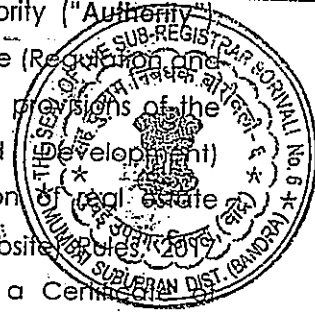
constructed areas to the concerned authorities or develop the same as public amenities. The Promoter shall determine and hand over the portion and location of the Larger Land to be handed over, complying with the terms and conditions of statutory approval. The portion of the Larger Land remaining balance after handing over the stipulated percentage if any, to the MCGM or statutory, local or public bodies or authorities and/or developing public amenities, only would be available for transferring and/or conveying to the Housing Association. The amenities and/or reservations affecting the Larger Land is set out in Annexure "3" hereto.

- J. The nature of development of the Larger Land would constitute a mixture of users as may be permissible under applicable law from time to time.
- K. The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the RERA Rules.
- L. The Promoter is entitled to amend, modify and/or substitute the Proposed Master Layout, in full or in part, as may be required by the applicable law from time to time.
- M. The Promoter will be entitled to develop the Larger Land by itself or in joint venture with any other person and will also be entitled to mortgage and charge the Larger Land and the structures to be constructed thereon from time to time.
- N. Out of the Whole Project being developed on the Larger Land, the Promoter is developing the Project Building being 1 (one) building for mixed use on a portion of the Larger Land ("the said Land") comprising 3 (three) wings (i.e. "A", "B" & "D" are shown delineated in the plan annexed hereto and marked as Annexure

Promoter	Allottee/s
Jh.	V

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"The Real Estate Project"		

"2") and proposed as a "real estate project" by the Promoter and has been registered as a 'real estate project' ("the RERA Certificate") with the Real Estate Regulatory Authority ("Authority") under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) Act, 2016 (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website ("RERA Rules"). The Authority has duly issued a Certificate of Registration bearing No. P51800030391 dated 17/08/2021 ("the RERA Certificate") for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as Annexure "4" hereto.



- O. The Allottee has, prior to the date hereof, examined the copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee/s has agreed and consented to the development of the Real Estate Project. The Allottee/s has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- P. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below: -
  - (i) The name of the Real Estate Project shall at all times be known as "KABRA DIAMANTÉ". The Real Estate Project consists of 1 building for mixed use comprising 3 (three) wings.
  - (ii) The details of each tower/ wing are as follows:

Promoter	Allottee/s
Jh.	V

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Wing 'A' and 'B' of the Real Estate Project comprising still plus multi-level podiums plus 19 upper residential floors are proposed to be sanctioned and

Wing 'D' of the Real Estate Project shall consist of Commercial premises comprising ground plus 2 upper floors have been sanctioned as on the date hereof.

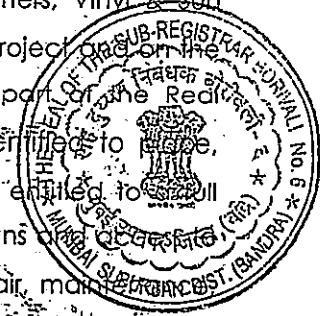
The Real Estate Project shall comprise units/premises consisting of apartments and flat/s and tenement/s as per the details provided to the RERA authorities upon registration of the Real Estate Project and uploaded on the RERA website.

- (iv) Total FSI of 12,052.27 square metres has been sanctioned for consumption in the construction and development of the Real Estate Project. The Promoter proposes to eventually consume a further FSI of 1,773.93 square metres aggregating to total FSI of 13,826.20 square metres in the construction and development of the Real Estate Project;
- (v) The common areas, facilities and amenities in the Real Estate Project for the exclusive use and benefit of the allottees of the Real Estate Project are listed in the Third Schedule hereunder written ("Real Estate Project Amenities"). It is clarified that the Real Estate Project Amenities shall not be accessed or used by the allottees/ occupants of the Rehab Building (i.e. C Wing) and the allottees/ occupants of the Rehab Building shall not be liable to contribute towards the same including for the maintenance/ upkeep thereof.
- (vi) The Allottee shall also use and access the Whole Project Common Areas and Amenities.

Promoter	Allottee/s
[Signature]	[Signature]

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- (vii) The Promoter shall be entitled to put hoarding/boards of their Brand Name or such other hoardings/boards for advertisement purposes in the form of Neon Signs, MS-Letters, Vinyl & Sun Boards or other material on the Real Estate Project facade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to select, decide hoarding/board sites and be entitled to such place or places for the purpose of repair, maintenance, painting or changing the logo/ signs. The Allottees confirm that they shall not object to the same.



- (viii) The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace and/or at the podium levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee and other allottees of apartments/flats/tenements in the Real Estate Project and/or other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructures such as cables, pipes, wires, meters, antennae, base sub-stations, towers, etc.
- (ix) The details of formation of the Society and conferment of title upon the Society with respect to the Real Estate Project are more particularly specified in Clauses herein below.
- (x) A copy of the Intimation of Disapproval bearing No. P-3304/2019/(73 And Other)/P/S Ward/PAHADI GOREGAON-W dated 04/02/2021 with its amendments dated 31/05/2021,

Promoter	Allottee/s

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Commencement Certificate dated 26/04/2021 & 28/06/2021 which was re-endorsed on 18/08/2021 and further Commencement Certificate dated 14/10/2021, 24/11/2021, 20/12/2021, 05/01/2022, 18/08/2022, 27/09/2022 and 02/05/2023 issued by the MCGM are annexed herewith and marked as Annexure "5" and Annexure "6" respectively, are also included as part of the RERA Certificate. Approvals/Commencement Certificate as and when sanctioned/amended by MCGM from time to time with respect to the Real Estate Project, shall be uploaded on RERA website.

- (xi) The nature of development of the said Land would constitute a mixture of users as may be permissible under applicable law from time to time.

The above details along with the annexes to the RERA Certificate and further aspects of the proposed future and further development of the said Land, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in> and are annexed with the RERA Certificate at Annexure "7" hereto ("Proposed Future and Further Development of the said Land").

- Q. The Allottee/s is/are desirous of purchasing a residential flat bearing No.403 on the 4<sup>th</sup> floor in A - Wing of the Real Estate Project (hereinafter referred to as the "said Premises").
- R. The Promoter has entered into standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- S. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings

Promoter	Allottee/s

and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.

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- T. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter and, to enter into this Agreement with the Allottee of the Premises and to receive the sale consideration in respect thereof.
- U. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Larger Land, and the plans, designs and specifications prepared by the Promoter's Architects, M/s. GVS Architects & Associates, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following:
- (i) Registered Development Agreement dated 21/12/2014 in favour of M/s. Kabra & Associates
  - (ii) Registered Supplemental Agreement dated 01/06/2017 in favour of M/s. Kabra & Associates.
  - (iii) Registered Power of Attorney dated 21/12/2014 & 01/06/2017 in favour of M/s. Kabra & Associates.
  - (iv) Letters dated 26/09/2016 & 13/12/2021 whereby the Airports Authority of India has granted it's no objection for height clearance subject to the terms and conditions mentioned therein.
  - (v) The Collector's Order dated 24/09/2015 for area correction

Promoter	Allottee/s

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The Title Certificate dated 20/06/2019 issued by Roshan Alwa & Associates, Advocates, certifying the title of the Larger





Chief Fire Officer's NOC dated 15/09/2020

CM Sanctioned Layout Plans, Proposed layout plans

Occupancy Certificate dated 30/06/2023

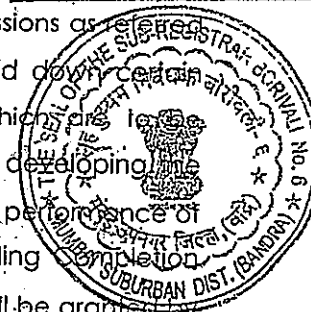
the Larger Land. as per the Property Register Card admeasures 3,953.3 square metres. The authenticated copies of the Property Register Card with respect to the Larger Land is annexed and marked as Annexure "8" hereto;

- V. The Allottee/s states, confirms and represents that the Allottee/s has read and understood the terms and conditions of the aforesaid agreements, circulars, orders and approvals and confirms that he/she is eligible to enter into and execute this Agreement and purchase the said premises.
- W. Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Project and the Whole Project, and such title being clear and marketable; (ii) the approvals and permissions (including plans and CC) obtained till date and (iii) the Promoter's entitlement to develop the Project and the Whole Project and to construct the Project thereon as mentioned in this Agreement and applicable law and to sell the premises therein. The Allottee undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm(s) that the Allottee has/have the financial capability to


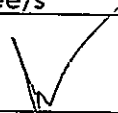
Promoter	Allottee/s
	

consummate the transaction. This Agreement has been entered into by the Allottee/s after seeking necessary legal advice.

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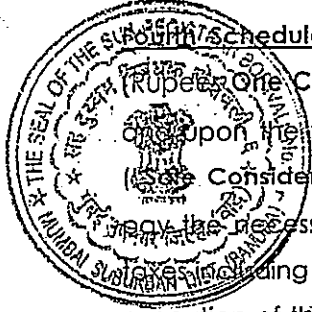


- X. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- Y. Further, the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained and are being obtained by the Promoter. Annexure "9" hereto sets out the approvals required for the Real Estate Project, including the status.
- Z. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- AA. The carpet area of the said Premises as defined under the provisions of RERA, is **56.95** square metres.
- BB. The Allottee/s accepts that fungible FSI has been utilized in the construction of his/ her premises.
- CC. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

Promoter	Allottee/s
	



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 DD. The Promoter has agreed to sell to the Allottee and the Allottee has  
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 agreed to purchase and acquire from the Promoter, the said  
 Premises, at or for the price with such amenities as mentioned in



Schedule hereto for a consideration of Rs.1,70,37,000/- (Rupees One Crore Seventy Lakhs and Thirty Seven Thousand Only) on the terms and conditions mentioned in this Agreement ("Sale Consideration"). The Allottee shall be required to bear and pay the necessary costs, charges and expenses together with all taxes including GST and all other indirect taxes thereon. Prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs.16,38,095/- (Rupees Sixteen Lakhs Thirty Eight Thousand and Ninety Five Only) being part payment of the Sale Consideration of the Premises agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter does hereby admit and acknowledge). The Allottee/s shall deduct tax at source in accordance with applicable law and will provide the challans and certificates to the Promoter, within the period prescribed by law.

- EE. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- FF. In accordance with and subject to the terms and conditions set out in this Agreement. the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the Premises and as set out herein below.
- GG. The list of Annexes attached to this Agreement are stated herein below: -

Promoter	Allottee/s

Annexure "1"	CTS Plan	बरेल - ६/		
Annexure "2"	Proposed Master Layout	१०१६	२२	१२५
Annexure "3"	Amenities and/or Reservation	२०२४		
Annexure "4"	RERA Certificate			
Annexure "5"	Intimation of Disapprovals			
Annexure "6"	Commencement Certificates			
Annexure "7"	Proposed Future and Further Development Plan			
Annexure "8"	Property Register Cards			
Annexure "9"	Approvals			
Annexure "10"	Floor Plan			
Annexure "11"	Parking Plan with demarcated Parking Spaces reserved for Commercial Shops/Premises in 'D' Wing			

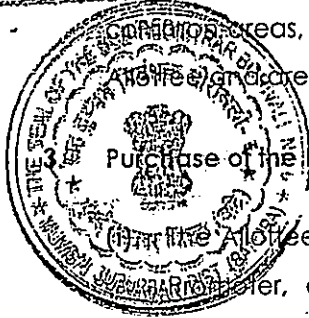


NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same have been set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
2. The Promoter shall construct the Real Estate Project being 1(one) building known as "KABRA DIAMANTÉ" comprising 3 (three) Towers/Wings i.e. -
  - a) Wing 'A' and 'B' consisting of stilt plus multi-level podiums plus 19 upper residential floors and
  - b) Wing 'D' consisting of ground plus two upper floors having Shops/Commercial Premises

Promoter	Allottee/s
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as stated above in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the MCGM from time to time. The Real Estate Project shall have the areas, facilities and amenities that may be usable by the Allottee and are listed in the Third Schedule hereunder written.

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

The Allottee hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee, the said Premises bearing No. 403 of the 2 BHK type admeasuring 56.95 square metres carpet area as per RERA on the 4<sup>th</sup> floor in the said Tower/ Wing being A - Tower/Wing (the said Premises are more particularly described in the Fifth Schedule and are shown in the floor plan annexed and marked Annexure "10" hereto) at and for the consideration of Rs.1,70,37,000/- (Rupees One Crore Seventy Lakhs and Thirty Seven Thousand Only)

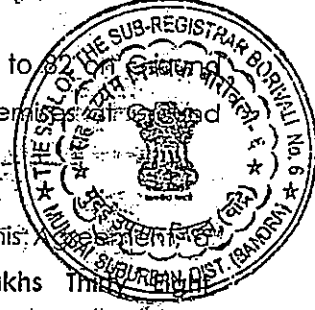
- (ii) The Promoter hereby agrees to allot to the Allottee, ONE parking space/s in the said Land and a letter from the Promoter shall be issued to the Allottee/s confirming the specific parking space to be allotted within 6 months from the Possession Date. However, the Allottee/s agrees that if allotted, he/she/they shall park his/her/their vehicle/s only in the parking space/s allotted to him/her/them and shall not park his/her/their vehicle in any other parking spaces including 42 parking areas/spaces detailed below and already allotted to the Commercial Premises of Wing 'D' that have been reserved for its customers, guests, visitors, employees, etc. and the Allottee/s will not object or create hindrance to the said 42 parking allotments to the commercial premises of Wing D, in future. A plan specifically demarcating 42 parking spaces reserved for the Commercial

Promoter	Allottee/s
	

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Premises of Wing 'D' is annexed herewith and marked as Annexure "11". The details of the 42 parking spaces mentioned above are as follows:

- Parking Nos.1 to 20, 46 to 50, 66 to 70 & 71 to 82 of the 1<sup>st</sup> Floor are reserved for Shops/Commercial Premises and 2<sup>nd</sup> Floor to 2<sup>nd</sup> Floor of Wing 'D'.
- (iii) The Allottee has paid before execution of this Agreement a sum of Rs.16,38,095/- (Rupees Sixteen Lakhs Three Thousand and Ninety Five Only) as payment and hereby agrees to pay to the Promoter the balance amount of the Sale Consideration of Rs.1,53,98,905/- (Rupees One Crore Fifty Three Lakhs Ninety Eight Thousand Nine Hundred and Five Only) in the following manner: -
- (a) An amount of Rs.26,21,155/- (Rupees Twenty Six Lakhs Twenty One Thousand One Hundred and Fifty Five Only) (which does not exceed 25% of the Sale Consideration), is to be paid to the Promoter after the execution of Agreement and simultaneously with registration of this Agreement under the Registration Act, 1908;
- (b) An amount of Rs.17,03,700/- (Rupees Seventeen Lakhs Three Thousand and Seven Hundred Only) (which does not exceed 35% of the Sale Consideration), is to be paid to the Promoter on completion of the plinth of the said Tower/Wing;
- (c) An amount of Rs.12,77,775/- (Rupees Twelve Lakhs Seventy Seven Thousand Seven Hundred and Seventy Five Only) (which does not exceed 42.5% of the Sale Consideration), is to be paid to the Promoter on completion of the 1<sup>st</sup> Podium slab of the said Tower/Wing;

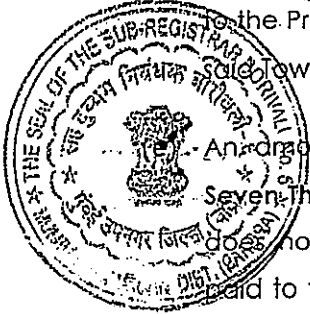


Promoter	Allottee/s

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(d) An amount of Rs.12,77,775/- (Rupees Twelve Lakhs Seventy Seven Thousand Seven Hundred and Seventy Five Only) (which does not exceed 50% of the Sale Consideration), is to be paid

to the Promoter on completion of the 4<sup>th</sup> residential slab of the Tower/Wing;



(e) An amount of Rs.12,77,775/- (Rupees Twelve Lakhs Seventy Seven Thousand Seven Hundred and Seventy Five Only) (which does not exceed 57.5% of the Sale Consideration), is to be paid to the Promoter on completion of the 8<sup>th</sup> residential slab of the said Tower/Wing;

(f) An amount of Rs.12,77,775/- (Rupees Twelve Lakhs Seventy Seven Thousand Seven Hundred and Seventy Five Only) (which does not exceed 65% of the Sale Consideration), is to be paid to the Promoter on completion of the 14<sup>th</sup> residential slab of the said Tower/Wing;

(g) An amount of Rs.12,77,775/- (Rupees Twelve Lakhs Seventy Seven Thousand Seven Hundred and Seventy Five Only) (which does not exceed 72.5% of the Sale Consideration), is to be paid to the Promoter on completion of the 19<sup>th</sup> residential slab of the said Tower/Wing;

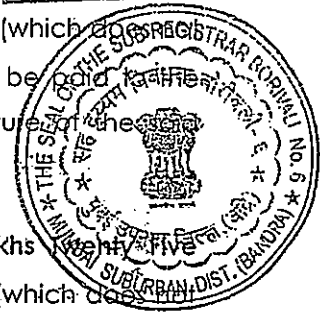
(h) An amount of Rs.12,77,775/- (Rupees Twelve Lakhs Seventy Seven Thousand Seven Hundred and Seventy Five Only) (which does not exceed 80% of the Sale Consideration), is to be paid to the Promoter on completion of the Top slab of the said Tower/Wing;

(i) An amount of Rs.12,77,775/- (Rupees Twelve Lakhs Seventy Seven Thousand Seven Hundred and Seventy Five Only) (which does not exceed 87.5% of the Sale Consideration), is to be paid to the Promoter on completion of walls of the said

Promoter	Alloftee/s
<i>[Signature]</i>	<i>[Signature]</i>

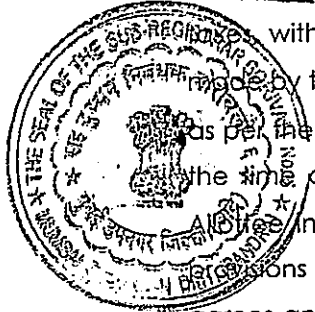
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- premises;
- (j) An amount of Rs.4,25,925/- (Rupees Four Lakhs Twenty Five Thousand Nine Hundred and Twenty Five Only) (which does not exceed 90% of the Sale Consideration), is to be paid to the Promoter on completion of the external texture of the premises.
- (k) An amount of Rs.4,25,925/- (Rupees Four Lakhs Twenty Five Thousand Nine Hundred and Twenty Five Only) (which does not exceed 92.5% of the Sale Consideration), is to be paid to the Promoter on completion of floorings, doors & windows of the said premises.
- (l) An amount of Rs.4,25,925/- (Rupees Four Lakhs Twenty Five Thousand Nine Hundred and Twenty Five Only) (which does not exceed 95% of the Sale Consideration), is to be paid to the Promoter on completion of the external plumbing, elevation, terraces with waterproofing of the said Tower/Wing and completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.
- (m) An amount of Rs.4,25,925/- (Rupees Four Lakhs Twenty Five Thousand Nine Hundred and Twenty Five Only) (which does not exceed 97.5% of the Sale Consideration), is to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environmental requirements, entrance lobby/s, plinth protection, paving of areas appertained of the said Tower/Wing.
- (n) The balance amount of Rs.4,25,925/- (Rupees Four Lakhs Twenty Five Thousand Nine Hundred and Twenty Five Only) is to be paid to the Promoter against and at the time of offering possession of the Premises to the Allottee on/after receipt of



Promoter	Allottee/s



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(iv) The Allottee agrees to pay the Sale Consideration in 20 installments as set out hereinabove, along with applicable		



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

(v) It is clarified that 70% of the Sale Consideration shall be transferred in the Bank Account in accordance with RERA and the RERA Rules.

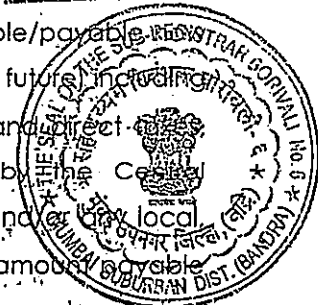
(vi) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST and all levies, duties and cesses or any other indirect taxes which

Promoter	Allottee/s
	

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may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such

taxes, levies, duties, cesses (whether applicable/payable or which may become applicable/payable in future) including service tax, VAT, GST and all other indirect and direct duties and impositions applicable levied by the Government and/or the State Government and/or any local public or statutory authorities/bodies on any amount under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof. All these payments will be made by the Allottee as and when called upon by the Promoter and/or as required by the concerned Government or authority, as the case may be. The Allottee agrees and accepts that the Sale Consideration value is arrived at mutually as per prevailing market rates and conditions, after considering the benefit of any additional input tax credit accruing to the Promoter under the GST law. Post absorption of the incremental tax impact under GST by the Promoter, to the extent absorbed by it, the Allottee/s hereby unconditionally and irrevocably agrees and accepts that the Promoter has no further obligation to pass any additional benefit under the anti-profiteering provisions under Section 171 of CGST Act, 2017.

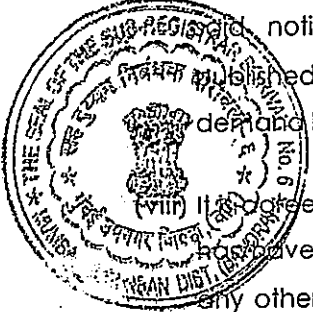


- (vii) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and

Promoter	Allottee/s
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agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee.

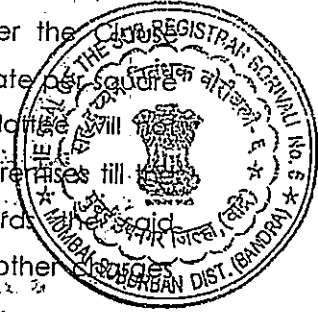
It is noted between the parties that in the event the Allottee/s has/ have availed of the benefit of any subvention scheme or any other scheme as may have been made available to the Allottee, the terms and conditions of such scheme including the subvention scheme and any letters, NOCs, Indemnity Bonds, Deeds, Agreements/Tripartite Agreements, MOUs, etc. as may have been executed between the Promoter and the concerned Banks/Financial Institutions shall apply and the Allottee/s shall comply with the same. The Promoter shall also be authorized to take such steps under the schemes and documents executed in that regard, as deemed fit by the Promoter. If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in the Clauses mentioned herein and the availment of any such loan will not absolve Allottee of its responsibilities under this Agreement.

- (ix) The carpet area is subject to a variation cap of 3% (three per cent). If there is any reduction in the carpet area more than the defined limit of 3%, then, the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from

Promoter	Allottee/s

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Premises. It is		
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the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under the Clause mentioned herein, shall be made at the same rate per square meter as agreed in the Clause herein. The Allottee shall not have any right to claim possession of the said Premises till the Allottee makes payment of all dues towards the Sale Consideration of the said Premises as well as other dues and amounts as demanded by the Promoter.

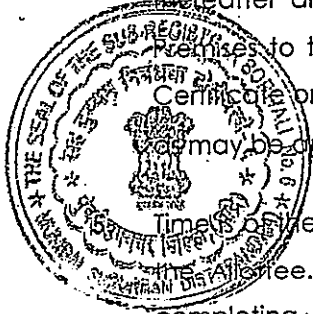


- (x) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/its name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/its payments in any manner.
- (xi) The Promoter shall be entitled to securitise the Sale Consideration and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which

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may have been imposed by the MCGM or any other authority at the time of sanctioning the plans of the Real Estate Project or thereafter and shall, before handing over possession of the said Premises to the Allottee, obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises, if applicable.

Time is of the essence of this Agreement for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Premises and handing over the Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the Third Schedule hereunder written. Similarly, the Allottee shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

**6. FSI, TDR and development potential**

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed herein above and all the plans, proformas and specifications pertaining thereto and the Proposed Layout and the proposed potential and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

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

- (i) The Promoter shall offer possession of the Premises to the Allottee on or before 31<sup>st</sup> day of December, 2025 or such extended date as may be allowed by MahaRERA from time to

Promoter	Allottee/s
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time due to Covid-19 pandemic ("Possession Date"). **Provided** /  
 however, that the Promoter shall be entitled to extension of  
 time for giving delivery of the Premises on the Possession Date  
 if the completion of the Real Estate Project is delayed on

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account of reasons beyond the Promoter's control or any of the following factors: -



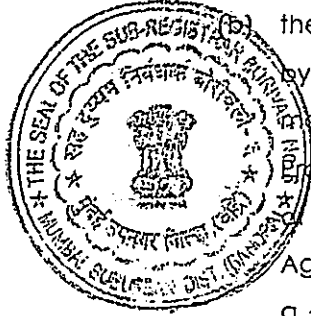
- (a) Any force majeure events;
- (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (c) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
- (d) Any other circumstances that may be deemed reasonable by the Authority.

(ii) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for offering possession of the said Premises to the Allottee on the Possession Date (save and except for the reasons as stated in Clause 7(i) above), then the Allottee shall be entitled to either of the following options: -

- (a) call upon the Promoter by giving a written notice by Courier/ E-mail/ Registered Post A.D. at the address provided by the Promoter ("Interest Notice"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum thereon for every month of delay from the Possession Date ("the Interest Rate"), on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over of the

Promoter	Allottee/s
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possession of the said Premises by the Promoter to the Allottee; OR

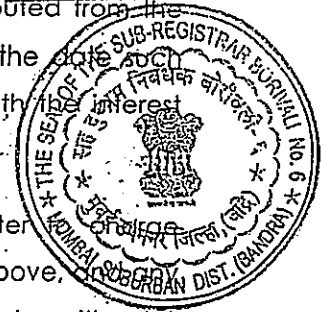
(b) the Allottee shall be entitled to terminate this Agreement by giving a written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("Allottee Termination Notice"). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum thereon ("Interest Rate") to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the car park in the manner it deems fit and proper. It is clarified that in the event the Allottee elects to cancel this Agreement then the Promoter shall not be liable to refund or return any amounts paid towards stamp duty, registration fees or taxes.

- (iii) In case the Allottee elects its remedy under sub-clause (ii) (a) above then in such a case the Allottee shall subsequently not be entitled to the remedy under sub-clause (ii) (b) above.

Promoter	Allottee/s

(iv) If the Allottee fails to make any payment on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Promoter interest at the Interest Rate on all and any such delayed payments computed from the date such amount was due and payable till the date such amounts are fully and finally paid together with interest thereon.

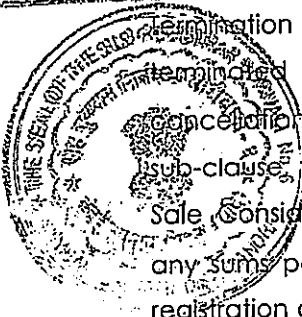
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(v) Without prejudice to the right of the Promoter interest at the Interest Rate mentioned herein above, other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on a due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee committing three defaults of payment of installments of the Sale Consideration, the Promoter shall be entitled, at its own option and discretion, to terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give a notice of 15 (fifteen) days in writing to the Allottee ("Default Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with interest thereon computed at the Interest Rate, then at the end of the period specified in the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("Promoter Termination Notice").

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provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit 10% of the Sale Consideration together with accumulated interest and any sums paid by the Promoter towards stamp duty and/or registration charges and/or taxes ("Forfeiture Amount") as and by way of agreed genuine pre-estimate of liquidated damages. Within a period of 30 (thirty) days of the Promoter Termination Notice, the Promoter shall after deduction of the Forfeiture Amount refund the balance amount of the Sale Consideration to the Allottee. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or car parks in the manner it deems fit and proper.

8. The common areas, facilities and amenities in the said Project that may be usable by the Allottee are listed in the Second and Third Schedule hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the Fourth Schedule hereunder written.

9. Procedure for taking possession:

(i) Upon obtainment of the Occupancy Certificate from the MCGM and upon payment by the Allottee of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee. The

Promoter	Allottee/s

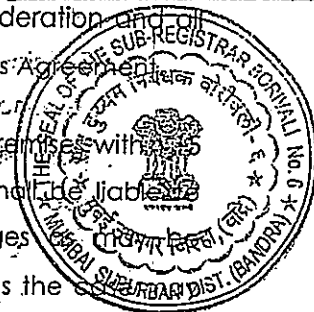
Promoter on its behalf shall offer the possession to the Allottee within 7 days of receiving the Occupancy Certificate of the Real Estate Project, provided the Allottee has made payments

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of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement.

(ii) The Allottee shall take possession of the said Premises within 7 days of the Possession Notice. The Allottee shall be liable to pay the outgoing and maintenance charges determined by the Promoter or the Society, as the case may be, from the expiry of 15 days of the Possession Notice or from the Possession Date, whichever is earlier. In the event the Allottee/s fails and/or neglects to take possession of the said Premises within the said period, the Allottee/s shall be liable to pay the Promoter compensation calculated at the rate of Rs.550/- per sq. mt. of the carpet area per month or part thereof till such time the Purchaser/s takes possession of the said Premises.

(iii) Upon receiving the Possession Notice from the Promoter as per Clause 9(i) above, the Allottee shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the Premises within the time provided above in above mentioned Clause, the Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoter.



Promoter	Allottee/s



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909 E	(iv) Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the
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premises, of outgoing in respect of the Real Estate Project and/or the Larger Land including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other charges levied by the MCGM or other 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 Real Estate Project and/or the Larger Land. Until the Society is formed and / or the Society Conveyance is duly executed and registered and/ or as decided by the Promoter, the Allottee shall pay to the Promoter such proportionate share of outgoing as may be determined by the Promoter at its sole discretion. The Allottee further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee shall pay to the Promoter provisional monthly contribution towards the outgoing. The amounts so paid by the Allottee to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Conveyance is duly executed and registered. On execution of the Society Conveyance, the aforesaid deposits less any deductions as provided for in this Agreement, shall be paid over by the Promoter to the Society.

10. If within a period of 5 (five) years from the date of obtainment of the occupation certificate with respect to the said Premises, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the said Tower/Wing, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for

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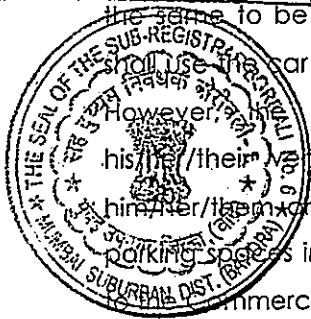
such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project or by wear and tear in regular course. The Allottee is notified and is aware that all natural materials that are installed in the said Premises and/or in the Real Estate Project and/or that form part of the amenities, including, but not limited to, are susceptible to tonality differences, and the natural discoloration, or variations at the time of installation are unavoidable. The Allottee is further informed and agrees to the warranties with respect to any equipment, appliances and electronic items (white goods) provided by the Promoter in the said Premises or in the said Real Estate Project, as the case may be, shall be as per the standard warranties provided by their respective manufacturers only and in the event of any defect in such equipment, appliances and electronic items, the Allottee shall deal with the concerned dealer/equipment installer/ manufacturer directly and the Promoter shall not be liable for the same. It is agreed and acknowledged that beyond the manufacturer warranties, annual maintenance contracts shall be obtained by the Allottee/s, Society and/or Housing Association, as the case may be at its own costs and expenses. It is further agreed that the appliances and electronic items installed and forming part of the said Premises and/or the Real Estate Project as the case may be, shall be maintained, serviced and repaired only by the manufacturers, suppliers, dealers or authorized third party maintenance providers and if such equipment, appliances and electronic items are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the manufacturers, suppliers, dealers or authorized third party maintenance providers, then the warranties in respect thereof shall

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Promoter	Allottee/s
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be rendered void.	
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11. The Allottee shall use the said Premises or any part thereof or permit	



the same to be used only for the intended purpose. The Allottee shall use the car parking space only for purpose of parking vehicle. However, Allottee/s agrees that he/she/they shall park his/his/their vehicle/s only in the parking space/s allotted to him/her/they and shall not park his/her/their vehicle in any other parking spaces including the parking areas/spaces already allotted Commercial Premises of Wing 'D' that have been reserved for its customers, guests, visitors, employees, etc. and the Allottee will not object or create hindrance to the said 42 parking allotments to the commercial premises of Wing D, in future. A plan specifically demarcating parking spaces reserved for the Commercial Premises of Wing 'D' is annexed herewith and marked as Annexure "11". The Allottee shall indemnify the MCGM against claims for compensation and for any operational failure of stack parking or automated car parking solutions and mishaps caused therein of any nature whatsoever and proper precautions and safety measures shall be taken to avoid any mishap and the damages occurs due to flooding in pit, if any, and maintenance of mechanized parking system shall be done regularly. Further, the Allottee/s shall not hold the MCGM liable for any mishap due to provision of additional height of still for provision of 3 level pit plus stack type parking/s. The details of the 42 car parking spaces mentioned above are as follows:

- Parking Nos.1 to 20, 46 to 50, 66 to 70 & 71 to 82 on Ground Floor are reserved for Shops/Commercial Premises at Ground Floor to 2<sup>nd</sup> Floor of Wing 'D'.

Promoter	Allottee/s

12. Formation of the Society and Other Societies:

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- a. The Promoter intends to form separate societies as mentioned herein below -
- Wing 'A' & 'B'
  - Wing 'C'
  - Wing 'D'

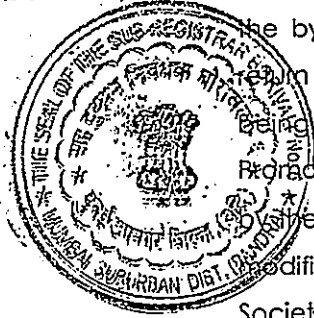


However, the Promoter may choose to form societies of Wing 'A' & 'B'. Alternatively, the Promoter may form a single society of Wing 'A', 'B' & 'D'. The Promoter may solely at its discretion form one or more separate societies for each wing/ building to be constructed on the Larger Land.

- b. The Promoter shall initiate the process for applying to the competent authorities to form a co-operative housing society to comprise solely of the Allottee and other allottees of units/premises in that said building, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with the provisions of RERA and the RERA Rules.
- c. The Allottee shall, along with other allottees of premises/units in the said building, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the said building in which the allottees of the respective premises in the said building alone shall be joined as members ("the Society").
- d. For this purpose, the Allottee shall, from time to time, sign and execute the application for registration and/or



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membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee from the Promoter herein, if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

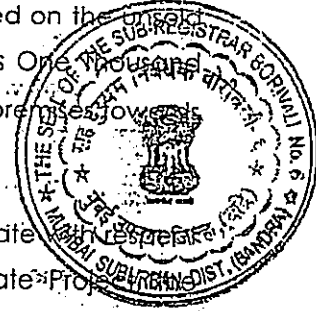
- e. The name of the Society shall be solely decided by the Promoter.
- f. The Society shall admit all purchasers of flats and premises in the said building as members, irrespective of such purchasers purchasing their respective units subsequent to the formation and registration of the Society, upon the Promoter calling upon the Society to admit such purchasers as its members, without charging any fee, transfer fee, premium or any other amount of any nature whatsoever, from such purchasers.
- g. The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the said building, if any. Post execution of the Society Conveyance (as defined hereinafter), the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees / charges and/or non-

Promoter	Allottee/s
	

occupancy charges, donation, premium, compensation whatsoever to the Society/Housing Association for the allotment or transfer of the unsold areas in the building/ the Real Estate Project or elsewhere, save and

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except the municipal taxes at actuals (levied on the premises) and a sum of Rs.1,000/- (Rupees One thousand only) per month in respect of each unsold premises, the outgoings.



- h. Upon receipt of the full occupation certificate to the said building of the said Real Estate Project, the Society shall be responsible for the operation and management and/or supervision of the said building and its common areas, amenities and facilities, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard. Post the receipt of the full occupation certificate of the said building of the said Real Estate Project, the Allottee shall be liable to bear and pay his/her/its share of outgoings as may be determined by the Society. Upon the formation of the Society, the Society shall in its first general body meeting adopt and ratify the terms and conditions of this Agreement.
- i. It is clarified that the Promoter may at its sole discretion form separate societies for each wing/building in the Whole Project and the Real Estate Project ("Other Societies").
- j. For the sake of convenience and for ease of management, the Promoter may, at its sole discretion form an association/apex body/federation comprising the Society and the Other Societies in the Whole Project and the Real Estate Project ("Housing Association"). Upon formation of

Promoter	Allottee/s
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the Housing Association, the Allottee shall be liable to bear pay his/her/its share of outgoings as may be determined by the Housing Association.



the cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies and/or the Housing Association, including in respect of (a) any documents, instruments, papers and writings, and (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies/ Housing Association and their respective members/intended members including the Allottee, as the case may be, and the Promoter shall not be liable towards the same.

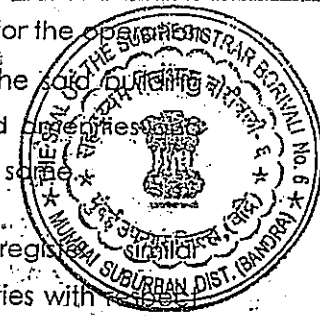
**13. Conveyance to the Society and Other Societies:**

- a. Within 3 months from the date of issuance of the full Occupation Certificate or the full Completion Certificate with respect to the said building, and subject to the receipt of the entire sale consideration and other amounts due and payable by all the allottees of all the units/premises in the said building, whichever is later or latest, the part of the said building comprising the habitable floors and common areas and amenities therein together with the FSI/development potential consumed in construction thereof, shall be conveyed to the Society vide a registered indenture of conveyance, ("Society Conveyance"). The Society shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the

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transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the receipt of the full occupation certificate, the Society shall be responsible for the operation and management and/or supervision of the said building including any common areas facilities and amenities. The Promoter shall not be responsible for the same.



- b. The Promoter shall execute and register the conveyances in favour of the Other Societies with respect to their respective buildings.
- c. The Allottee for himself and as prospective member of the Society acknowledges that the FSI and development potential of the Real Estate Project arises from the Larger Land and the Allottee shall not raise any claim or demand in respect thereof.

**14. Formation of the Housing Association:**

- a. Within a period of 3 months of obtainment of the full Occupation Certificate or full completion certificate of the last building in the Real Estate Project, the Promoter shall initiate the process for applying to the competent authorities to form a housing association comprising the Society and/or Other Societies, as the case may be, and as the Promoter may deem fit and proper, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with the provisions of RERA and the RERA Rules ("Housing Association").
- b. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect

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to the formation of the Housing Association, including in respect of (a) any documents, instruments, papers and writings, and (b) professional fees charged by the advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be proportionately borne and paid by the Society and/or Other Societies and/or the Housing Association, as the case may be and its members/ intended members, and the Promoter shall not be liable towards the same.

- c. Post the formation of the Housing Association, the Housing Association shall be responsible for the operation and management and/or supervision of the said Larger Land including any common areas facilities and amenities more particularly specified in the Second and Third Schedule hereunder written and the Promoter shall not be responsible for the same and the Allottee will have to make necessary contributions and payments as decided by the Housing Association from time to time. Upon the formation of the Housing Association, the Housing Association shall in its first meeting adopt and ratify the terms and conditions of this Agreement.

**15. Conveyance of the Larger Land to the Housing Association:**

- a. Within a period of 3 (three) months of registration of the Housing Association, and subject to the receipt of the entire sale consideration and other amounts due and payable by all the allottees of all the units/premises in the Whole Project, whichever is later or latest, the Promoter shall cause the Owner to execute and register an Indenture of Conveyance whereby the Owner shall convey all its right, title and interest in the Larger Land and in all areas, spaces.

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common areas, facilities and amenities in the Larger Land that are not already conveyed to the respective Society and/or Other Societies, in favour of the Housing Association

("Association Conveyance"). It is clarified that the portion of the Larger Land remaining balance after handing over the stipulated percentage if any, to the MCGM or any other statutory, local or public bodies or authorities or for developing public amenities, only will be transferred and conveyed to the Housing Association.



- b. The Allottee and/or the Society and/or Other Societies and/or the Housing Association shall not raise any objection or dispute if the area of the Whole Project shall be at variance with or may be less than the area contemplated and referred to herein, including by virtue of any reservations and/or the reservations being handed over and transferred to government authorities or acquired by them during the course of development of the Whole Project or for any other reason of the like nature.
- c. It is further clarified that any dispute or difference or issues of any nature between the Society and/or Other Societies and/or the Housing Association of the Larger Land shall be referred to the Promoter only for amicable resolution and settlement.
- d. The Housing Association and all its member societies shall be required to join in execution and registration of the Association Conveyance. The costs, expenses, charges, levies and taxes on the Association Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Housing Association alone.

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The Allottee shall, before delivery of possession of the said Premises in accordance with Clause 9 above, deposit the following amounts with the Promoter-



- (i) share money, application entrance fee of the Society;
- (ii) proportionate share of taxes and other charges/levies/reserves/sinking fund in respect of the Society;
- (iii) deposit towards provisional monthly contribution towards outgoings of Society;

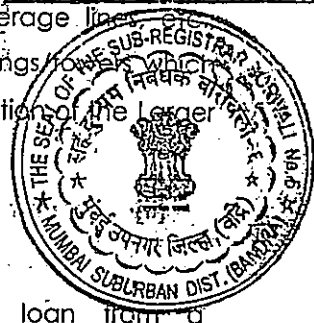
The above amounts are not refundable and no accounts or statement will be required to be given by the Promoter to the Allottee in respect of the above amounts deposited by the Allottee with the Promoter.

17. The Promoter has informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines and other common amenities and conveniences in the layout of the Larger Land. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common for the Allottee along with other purchasers of flats/units/premises in the Real Estate Project and/or on the Larger Land, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises on the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the purchasers of

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flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the Larger Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines etc. belonging to or meant for any of the other buildings/works which are to be developed and constructed on any portion of the Larger Land.

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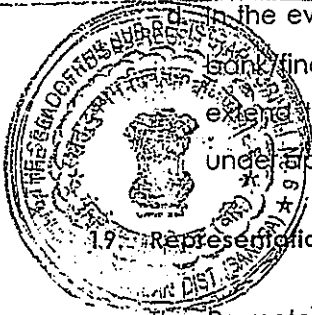
**18. Loan and Mortgage:**

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

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balance Sale Consideration and balance other amounts payable by the Allottee under this Agreement.



In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law.

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

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

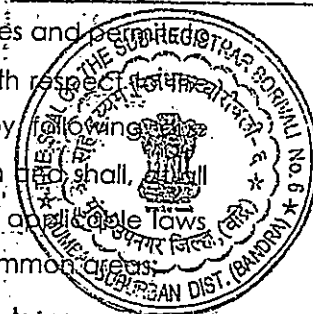
- (i) The Promoter has clear title and has the requisite rights to carry out redevelopment upon the Larger Land for the implementation of the Real Estate Project, subject to the terms and conditions of the Indentures mentioned in Recital A above and the mortgages set out in Recital M;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out redevelopment of the Real Estate Project and shall obtain requisite approvals from time to time to complete the redevelopment of the Real Estate Project;
- (iii) There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee;
- (iv) There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee;

Promoter	Allottee/s



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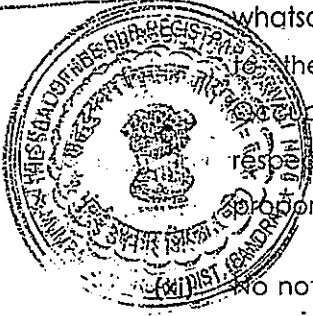
(v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas.



- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land and the said Premises, which will, in any manner, adversely affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;
- (ix) Upon receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the Third Schedule hereunder written to the Society;
- (x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges

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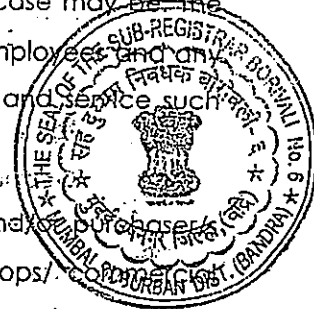
and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project. The competent Authorities fill the receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project and thereupon shall be proportionately borne by the Society;

No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoter in respect of the Larger Land and/or the Real Estate Project except those disclosed to the Allottee.

20. The Promoter may appoint a third party / agency for the purpose of operating and maintaining the Real Estate Project and the Larger Land including any common areas facilities and amenities on such terms and conditions as it may deem fit.
21. The Promoter shall be entitled to designate any spaces/areas on the Larger Land or any part thereof (including on the terrace and podium levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed including by the purchaser/s of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may deem proper in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be



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laid/provided in the manner the Promoter may require, and may be utilized in common including by purchaser/s of units/premises in the Real Estate Project/ on the Larger Land, as the case may be. The Promoter and its workmen/agents/contractors/employees and any third party contracts shall be entitled to access and service such infrastructure and utilities over the Larger Land.



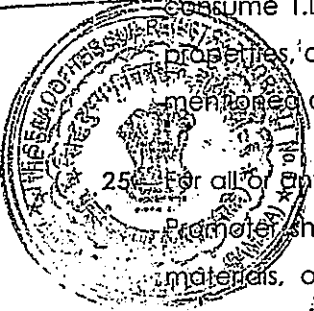
22. The Allottee/s is/are aware that the Promoter and/or purchaser/s and/or owner/s and/or its/their assignee/s of shops/ premises may operate/sell/let/sub-let/lease the shops/ commercial premises for the purpose of departmental stores, eateries with fully functioning live kitchen, video parlour, hotel or restaurant, clinic purpose, hospital, coaching classes, marriage/party hall, wine shop, non-vegetarian shop, industrial or manufacturing purpose, etc. for which the Promoter and/or intending purchaser/s and/or owner/s and/or its/their assignee/s, at their sole discretion and at any point of time may change the use of the shops/commercial premises for any purpose as they may deem fit. This agreement is the necessary No Objection (NOC) for the purpose. No further writing and/or NOC or any other letter shall be issued or required to be issued by the Allottees/ Occupants/ Society/ Other Societies/ Apex Body/ Housing Association.

23. The Allottee/s is/are also aware that the Promoter and/or intending purchaser/s and/or owner/s and/or its/their assignee/s may amalgamate/ de-amalgamate shops/ commercial premises and the Allottee/s herein and/or other Allottees/occupants of the Whole Project/Real Estate Project shall not object/litigate the same in future. This agreement is the necessary No Objection (NOC) for the purpose. No further writing and/or NOC or any other letter shall be issued or required to be issued by the Allottees/ Occupants/ Society/ Other Societies/ Apex Body/ Housing Association.

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24. The Promoter shall be entitled to transfer and/ or assign the benefit of additional F.S.I./ T.D.R. or any other rights of the Larger Land to any third party and/ or to allow any third parties to use and/ or consume T.D.R. or any other benefits or advantages of any other properties, on the Larger Land, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.

25. For all or any of the purposes mentioned under this Agreement, the Promoter shall be entitled to keep and/ or store any construction materials, on any portion of the Larger Land, and/ or to have additional Electricity Supply and/ or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event or otherwise, the Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Allottee/s directly and/ or indirectly, shall not do any act, deed, matter or thing, whereby the Promoter may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.

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

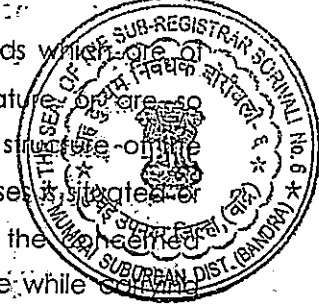
- (i) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said

Promoter	Allottee/s
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Tower/Wing in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter.

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- (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, lifts, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (iii) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.





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Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society;

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Larger Land and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (vi)
  - a) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Larger Land and/or the Real Estate Project in which the said Premises is situated.
  - b) The garbage generated on the Larger Land and/or the Real Estate Project shall be separated as dry and wet garbage and the same shall be treated separately in the treatment plant as per the MCGM conditions, on the Larger Land and/or the Real Estate Project as decided by the Society and/or Housing Association/apex body of the Societies.

Promoter	Allottee/s
	

- (vii) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for providing water, electricity or any other service connected to the Real Estate Project in which the said Premises is situated.
- (viii) Bear and pay in a timely manner and forthwith all amounts, dues, taxes, installments of Sale Consideration as required to be paid under this Agreement
- (ix) Not to change the user of the said Premises without the prior written permission of the Promoter and Society;
- (x) The Allottee shall not misuse the lift/s machine room/s, elevation features and shall abide by the condition imposed by the CFO NOC.
- (xi) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.

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The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(xiii) The Allottee/s is/ are also aware that -

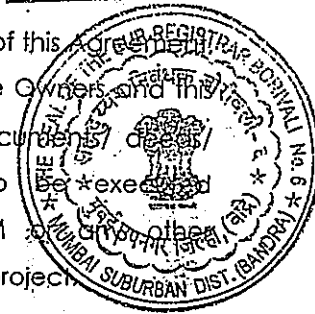
- a) The Promoter shall construct the building with deficient open spaces and the Allottee/s being aware of the same will not hold the MCGM or the Promoter liable, further in this connection the Allottee/s and through him/ her/ them the Society will not object to any development of the adjacent plot in future with respect to the deficient joint open space; the Promoter has executed registered undertaking in favour of the MCGM.
- b) There is inadequate manoeuvring space for car parking and the Allottee/s shall not make any complaint to the MCGM in this regard.

(xiv) The Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises

Promoter	Allottee/s
	

and the Real Estate Project or any part thereof to view and examine the state and condition thereof.

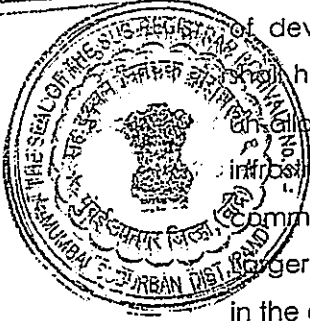
- (xv) The Allottee/s shall be bound by the terms of this Agreement, the Development Agreement between the Owners and the Promoter and any other agreements/ documents/ deeds/ writings/ arrangements executed or to be executed between the said Society, the MCGM and other authority/ies, if any, in future related to this project.



- (xvi) No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.
- (xvii) If there is more than one Allottee named in this Agreement, all obligations hereunder of such Allottee shall be joint and several. The failure of compliance with any of the terms and conditions, obligations under this agreement shall be considered as failure of all the Allottees. All Allottees shall be treated as one single person for the purpose of this Agreement and all of them shall be jointly and severally liable for the consequences thereof.
- (xviii) All undertakings, declarations, indemnity bond/ bonds, deeds and writing/s given/ executed and/or may be executed by the Promoter in favour of MCGM and the concerned bodies/ authorities in respect of the Larger Land and its development shall be binding upon the Allottee/s and other purchaser/s of flat/commercial premises.

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Till the entire development of the Larger Land is completed, the Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the Larger Land and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard.

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

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

(xxii) The Allottees are aware and confirm that the Whole Project Common Areas shall be usable by the allottees of the Whole

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Building, the Project Common Areas and Amenities shall be		
usable exclusively by the allottees of the Real Estate Project		2028

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



(xxiv) Till the Conveyance is executed in favour of the Housing Association, the Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Larger Land, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereto.

(xxv) Not to affix any fixtures or grills on the exterior of the Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. If the Allottee has affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose he Allottee shall be liable to pay such sum as may be determined by the Promoter/ the Society to the Promoter / the Society, as the case may be.

(xxvi) The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Project.

(xxvii) The Allottee has expressly agreed to take prior written consent from the Promoter or the society, as the case may be, before carrying out any changes/alteration /modification in the said Premises or part thereof. If the

Promoter	Allottee/s




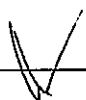
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Allottee has carried out such changes/alteration/ modification without the written consent of the promoter or the society, the Promoter or the society will not be liable for any consequences or compensation on account of such changes/alterations/ modifications.



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

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

Promoter	Allottee/s
	

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



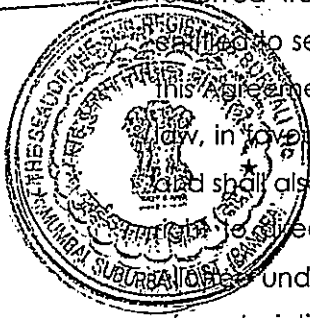
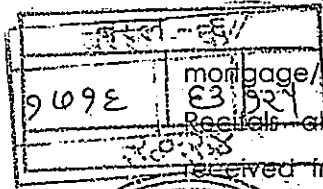
27. The Promoter shall maintain a separate account in respect of the sums received from the Allottee as advance or deposit. sums received on account of the share capital for the promotion of the Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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

29. Promoter shall not mortgage or create a charge:

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting

Promoter	Allottee/s
[Signature]	[Signature]



mortgage/charge created over the said Premises as set out in  
 Recitals above, which will be subject to the no-objection  
 received from the mortgagees therein. The Promoter shall be  
 entitled to securitise the Sale Price payable by the Allottee under  
 this Agreement (or any part thereof), in the manner permissible by  
 law, in favour of any persons including banks/financial institutions  
 and shall also be entitled to transfer and assign to any persons the  
 right to directly receive the Sale Consideration payable by the  
 Allottee under this Agreement or any part thereof. Upon receipt  
 of such intimation from the Promoter, the Allottee shall be  
 required to make payment of the Sale Consideration and other  
 amounts payable in accordance with this Agreement, in the  
 manner as intimated.

**30. Binding Effect:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Plan at Clause 3 above, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking

Promoter	Allottee/s

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amount shall be returned to the Allottee without any interest or compensation whatsoever.

The Allottee/s shall be bound by the terms of this Agreement.

Redevelopment Agreement and any other agreements, documents/ deeds/ writings/ arrangements executed or to be executed between the said Society, the MCGM or any authority/ies, if any, in future related to this project.



### 31. Nominee:

(i) The Allottee/s hereby nominates Mr./Mrs. Pushpa Kumtha ("said Nominee") as his/her/their nominee in respect of the said Premises. On the death of the Allottee, the Nominee shall assume all the obligations of the Allottee under this Agreement and in respect of the said Premises, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee.

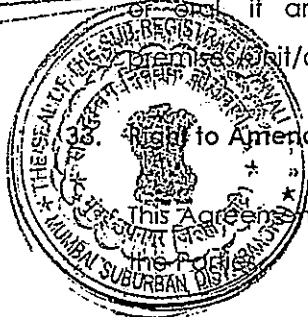
(ii) The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

### 32. Entire Agreement:

This Agreement, along with its schedules and annexes, constitutes the entire Agreement between the Parties with respect to the

Promoter	Allottee/s

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subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral if any, between the Parties in regard to the said Premises/plot/apartment/plot/building, as the case may be.

**33. Right to Amend:**



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

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

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

**35. Severability:**

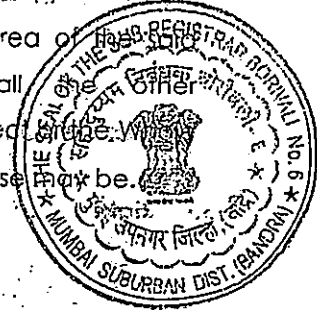
If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

Promoter	Allottee/s
	

36. Method of calculation of proportionate share:

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



37. Further Assurances:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

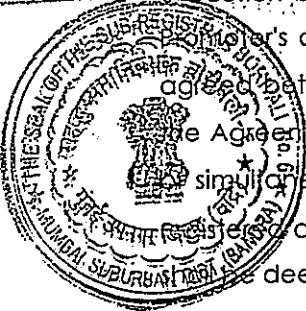
38. Waiver:

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

Promoter	Allottee/s
<i>ph</i>	<i>W</i>

Place of Execution:

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

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

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

Allottee/s Name : MRS. PRIYANKA PRAVIN KUMTHA

Address : N/7-8, GANPATI NIWAS, BANGUR NAGAR,  
GOREGAON – WEST, MUMBAI – 400 090.

Notified Email ID : priyanka.kumtha@sbi.co.in

Promoter's Name : M/s. KABRA & ASSOCIATES

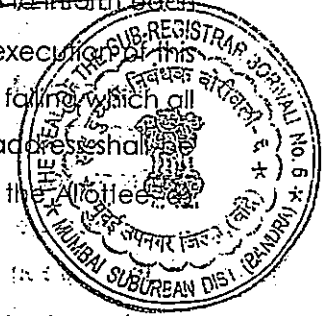
Registered Office Address : 10th Floor, Kamla Hub,  
N. S. Road No.1, JVPD Scheme,  
Vile Parle (W), Mumbai: 400049.

Promoter	Allottee/s
	

Notified Email ID : projects@kabragroup.net

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



**42. Joint Allottees:**

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

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

The charges towards stamp duty fees and registration charges of this Agreement shall be paid by the Promoter herein.

**44. Dispute Resolution:**

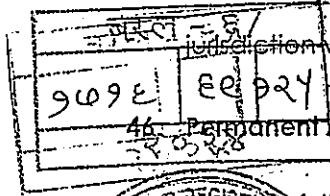
Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

**45. Governing Law:**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai, and the Courts of Law in Mumbai will have exclusive

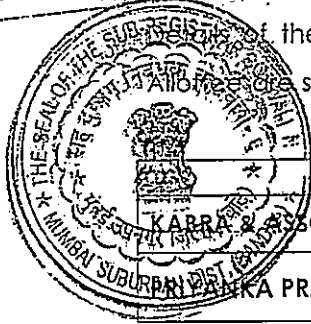
Promoter	Allottee/s





jurisdiction with respect to all matters pertaining to this Agreement.

46. Permanent Account Numbers:



of the Permanent Account Numbers of the Promoter and Allottee are set out below: -

PARTY	PAN No.
KARRA & ASSOCIATES	AAFFK2000F
KARRA PRAVIN KUMTHA	AYNPK3613Q

47. As per new notification dated 26<sup>th</sup> May, 2023, whereas, the Government of Maharashtra, being satisfied that it is necessary to do so in the public interest, considers it expedient to amend the said Order to delete the condition no.(2) to restrict the sale of such type of residential unit to any subsequent male purchasers within the period of 15 years from the date of purchase of such type of residential unit.

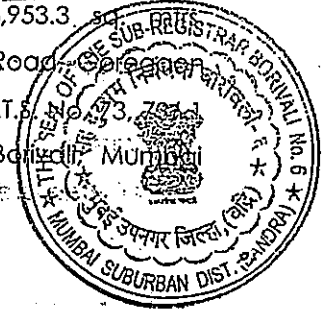
Now, therefore, in exercise of the powers conferred by Clause (a) of Section 9 of the said Act, and of all other powers enabling it in this behalf, the Government of Maharashtra, being satisfied that It is necessary to do so in the public interest, hereby amends the said order, as follows namely -

In the said Order, condition no.(2) shall be deleted.

Promoter	Allottee/s
<i>PK</i>	<i>V</i>

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:  
 (LARGER LAND)**

ALL THAT piece or parcel of land admeasuring 3,953.3 sq. mtrs. at Belwalkarwadi, M. G. Road, Goregaon (W), Mumbai:400104 (formerly 400062), on plot bearing C.T. No. 705-1 to 65 at Village: Pahadi, Goregaon (West), Taluka: Borivli, Mumbai Suburban and bounded as follows that is to say :

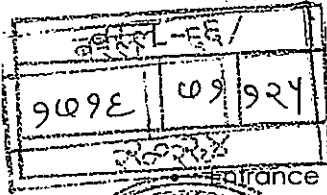


- On or towards North : By Road;
- On or towards South : By 18.30 mt. wide M. G. Road;
- On or towards East : By Kiran Industrial Estate and
- On or towards West : By Plot bearing CTS No.59.

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO:  
 (WHOLE PROJECT COMMON AREA AND AMENITIES)**

- Under Ground Tank/s
- Drainage system
- Pump Room/s
- Fire Fighting Tank/s
- Compound Wall
- Compound Gate
- Common Access
- Common Lighting/s
- Any other/all amenities that will be shared by the Allottees/Tenants and Society/ies of the Larger Land

Promoter	Allottee/s
JH	K



**THE THIRD SCHEDULE HEREINABOVE REFERRED TO:**  
**(REAL ESTATE PROJECT AMENITIES)**



- Entrance & Lift Lobbies in Wing 'A', 'B' & 'D'
- Business Centre in Wing 'A'
- Society Office in Wing 'A'
- Terraces in Wing 'A', 'B' & 'D'
- Parking Areas highlighted in the plan annexed.
- Stadiums in Wing 'A' & 'B'

**THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:**  
**(LIST OF AMENITIES)**

- 1) Vitrified flooring inside the flats.
- 2) Granite cooking platform with S. S. sink in Kitchen.
- 3) Granite service platform in Kitchen.
- 4) Concealed copper wiring with modular switches.
- 5) Electric points for Exhaust fan and Aqua Guard in Kitchen.
- 6) Concealed plumbing with fittings.
- 7) Ceramic tiles upto Door height in Bathrooms & Toilets.
- 8) Sliding windows.
- 9) P. O. P. / Gypsum wall finish.
- 10) Luster Paint in all rooms.

**THE FIFTH SCHEDULE HEREINABOVE REFERRED TO:**

Flat No. 403 admeasuring 56.95 sq. mt. carpet area as per RERA including fungible area in A - Wing on the 4<sup>th</sup> floor of 'KABRA DIAMANTÉ' at Belwalkarwadi, M. G. Road, Goregaon (W), Mumbai:400104 and more particularly described in the First Schedule hereinabove written.

Promoter	Allottee/s
<i>Jh.</i>	<i>V</i>

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IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Mumbai in the presence of attesting witness, सत्यजित रेगिस्ट्रार on the day first above written.



SIGNED AND DELIVERED by  
 the withinnamed  
 "THE PROMOTER/ DEVELOPER"  
 M/s. KABRA & ASSOCIATES  
 Through its Partner- MR. GAUTAM KABRA



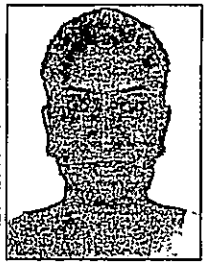
सत्यजित रेगिस्ट्रार



(Signature) (Left Thumb Impression)  
 in the presence of ..... ]

1. Name: Mohd Shahnid ]  
 2. Name: Abdul Hamid ]

SIGNED AND DELIVERED by the  
 withinnamed "THE ALLOTTEE/S"  
 MRS. PRIYANKA PRAVIN KUMTHA ]



PK



(Signature) (Left Thumb Impression)

- in the presence of ..... ]  
 1. Name: Mohd Shahnid ]  
 2. Name: Abdul Hamid ]

Promoter	Allottee/s
<u>JK</u>	<u>W</u>

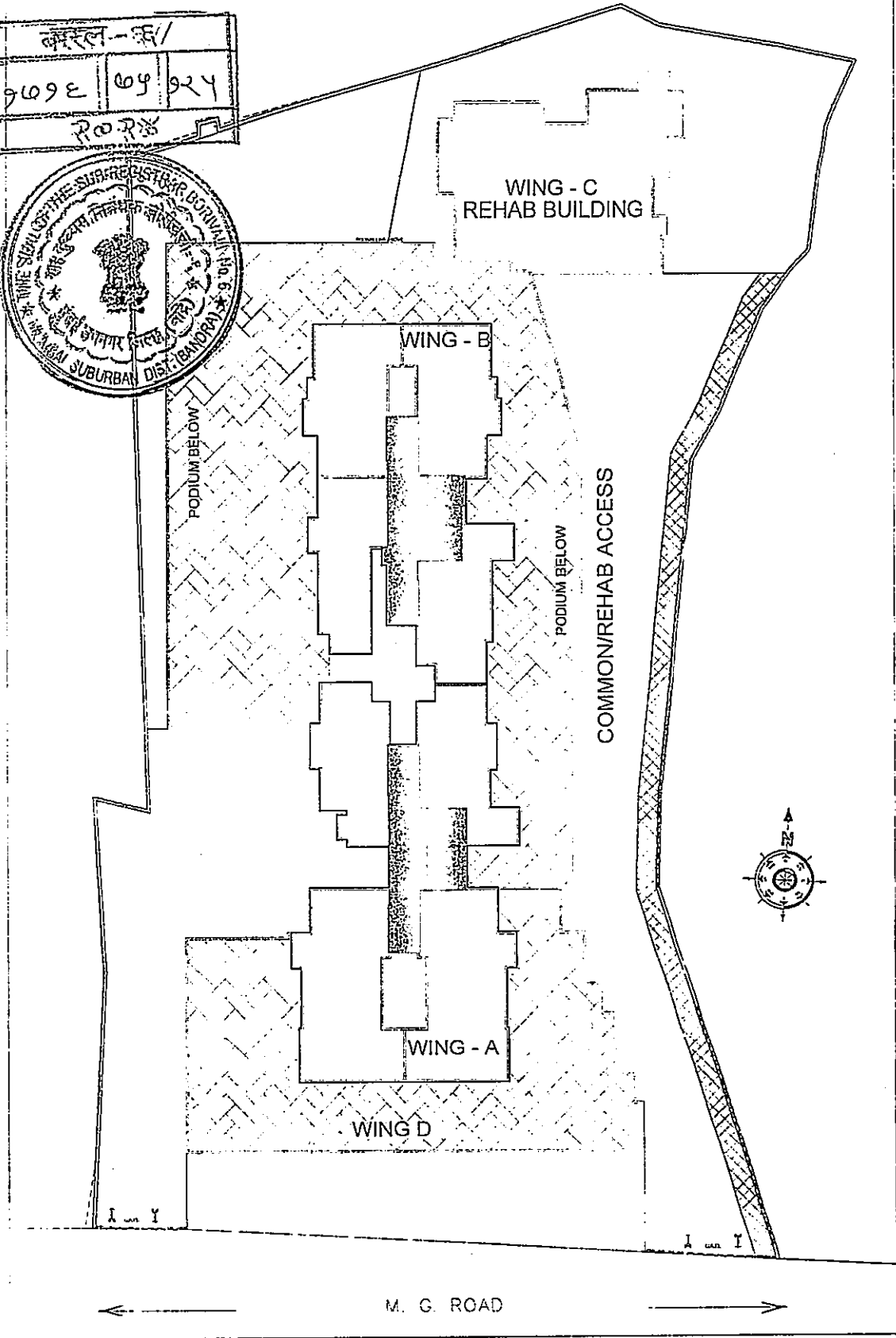
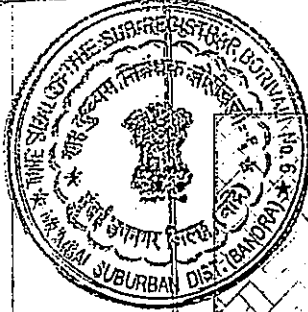
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LAYOUT PLAN

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# ANNEXURE " 4 "



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## 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 P51800030391

Project: **KABRA DIAMANTE** , Plot Bearing / CTS / Survey / Final Plot No.: 73, 73 / 1 TO  
Mumbai Suburban, 400104;

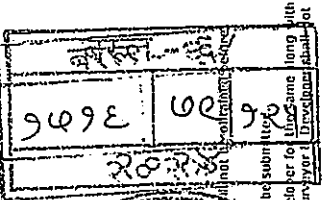
1. Kabra And Associates having its registered office / principal place of business at Tehsil: Andheri, District: Mumbai Suburban, Pin: 400049.
2. This registration is granted subject to the following conditions, namely:-
  - ◊ The promoter shall enter into an agreement for sale with the allottees;
  - ◊ The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - ◊ The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) 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 17/08/2021 and ending with 31/12/2025 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - ◊ The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
  - ◊ That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid  
Digitally Signed by  
Dr. Vasan Premchand Prabhu  
(Secretary, MahaRERA)  
Date: 17-08-2021 15:41:37

Dated: 17/08/2021  
Place: Mumbai

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

# ANNEXURE " 5 "



- 8 The Commencement certificate for starting proposed work.
- 9 That the NOC from collector (1) shall not be submitted.
- 10 In case of no cutting of trees, the plan showing the details of tree on plot shall be submitted.
- 11 Existing structure proposed to be demolished shall not be demolished or necessary Phase Programme for the same, with agreement will not be submitted & get approved from competent Authority before asking C.C.
- 12 That the bare wall shall not be constructed/renovation with T.E.
- 13 That the Attested copy of Payment of tax upto date paid to assessment department shall not be submitted.
- 14 The work from Tree authority will not be permitted.
- 15 That the following consultant as per EODD shall not be appointed for the work and their appointment and remuneration shall not be approved till the respective copy, identifying the person who is not submitted before C.C. in the form of (1) Site Survey Report, (2) Proposed Building (S.W.D., Water, S.P., Public Health, Fire, P.W.D./S.W.D.), (3) Electrical, (4) Parking Consultant, (5) & E works Ventilation, (6) Fire Safety Consultant, (7) Geologist and any other consultants if any required.
- 16 That the Remarks, design, planning etc. from the respective consultant as per EODD shall not be submitted for a. Internal S.W.D., b. Rain water harvesting, c. Internal drainage works, d. Mechanical Ventilation e. Structural design & plan showing the structural details for the prop. Building and any other consultants if any required.
- 17 That the structural design and calculation shall not be submitted from licensed Structural engineer before C.C. for Proposed building and any other structures viz. Temporary structures, retaining wall etc.
- 18 That all the compliances of Development permission issued under no P-3104/2019/(73/337)(NEW) for development of reservation of RSA 1.10 (Municipal Market with vending zone) under Accommodation Reservation shall not be complied with.
- 19 That the provision of Rain-water-harvesting as per design prepared by approved consultant along with all details of quantity of Rainwater Harvested in the field shall not be submitted before C.C.
- 20 That the self - declaration in respect of handling/transporting/ill/ toxic waste machines/ household waste system, for processing wet waste generated at project site shall not be submitted by developer/builder/owner as per Circular No. C1E/0024/GEN dated 02/04/2016.
- 21 That the adequate safeguards should not be employed for preventing dispersal of (dust) particles/particles through the Air (or even otherwise) & adequate record shall not be maintained & uploaded for every single trip for disposal of C&D waste, at the time of loading the C&D waste in vehicle, after loading the C&D waste in the vehicle during the hauling.
- 22 That the SWM HOC shall not be submitted as per policy Circular
- 23 That the construction site & landfill site shall not be inspected by the Licensed Architect/ Licensed

Form No. 3-3  
 in reply please quote No. and date of this letter.

**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
**Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, as amended up to date.**

No. P-3002019/(73 AND OTHER)/P/S  
 GOREGAON-W/ODD/NEW

Municipal Office,  
 Mumbai

MEMORANDUM

To,  
 Mr. Dilip Soni of M/S Kabra & Associates & A to Owner  
 10th floor, Kamla Hub, N.S Road No. 1, J.V.P.S Scheme, Vile Parle(W), Mumbai 400019

With reference to your application (No. 1978/2019) dated 19/07/19 and the plans, Sections Specifications and design, and details of your buildings at Proposed building on plot bearing C.S No. 73, 73/1 to 65 of Village Panchal Gopcon on 18.30 extra wide P.G.Road at Goregaon(W), Mumbai 400627/73/1 to 65 furnished to me under your letter, dated 19/07/2019, I have to inform you that, I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended up to date, my disapproval by reasons thereof:

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

- 1 That the Janata Insurance Policy shall not be submitted.
- 2 That the work shall not be started until and between 6.00am to 10.00pm only in accordance with rule 5A(3) of the Noise Pollution (Regulation & Control) Rules, 2000 and the condition of notification issued by Ministry of Environment and Forest department from time to time shall not be duly observed.
- 3 That this IOD shall not be used as an instrument for existing for existing the occupants without following due process of law.
- 4 That the Board shall not be displayed showing details of proposed work, name of owner, architect, architect, R.C.C. consultant etc.
- 5 That all the requisite document / remark from consultants as per E.O.D.B. shall not be submitted before asking for C.C.
- 6 That the Notice in the form of Appendix XV (Work Start Notice) shall not be submitted.
- 7 That the requisitions of Reg. 49 of DCPR 2034 shall not be complied with and records of quality of work, verification report, etc. shall not be maintained on-site till completion of the entire work.



No. P-3304/2019/23 AND OTHER PPS  
WARD/PAHADI  
GOREGAON/W/OOI/NEW

- 11 that the structural stability certificate through registered structural engineer regarding stability of constructed plinth shall not be submitted before asking C.C beyond plinth.
- D: GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C**
- 1 That the low lying plot will not be filled upto a reduced level of at least 31.98MT own Hill Datum or 0.15m above adjoining road level whichever is higher with mounds, earth, boulders etc. and will not be levelled, rolled, consolidated and sloped towards road side.
  - 2 That 3.00mt wide paved pathway upto staircase will not be provided.
  - 3 That the open spaces as per approval, parking spaces and terrace will not be kept open.
  - 4 That the name plate/board showing Plot No., Name of the Bldg, etc. will not be displayed at a prominent place.
  - 5 That the dust bin shall not be provided.
  - 6 That carriage entrances shall not be provided as per direction of registered structural engineer and carriage entrances fee shall not be paid.
  - 7 That terraces, sanitary blocks, nahans in kitchen will not be made Water proof and same will not be provided by method of ponding and all sanitary connections will not be leak proof and smoke test will not be done in presence of licensed plumber.
  - 8 That final H.O.C. from concerned authorities (empanelled consultants for a) S.W.D. b) Parking c) Water works of the Housing provisions (CEP/MPCC) d) Tree authority (Municipal Engineer) e) A.A. & C. (h) Rain water harvesting i) Lift completion certificate from lift inspector shall not be submitted before occupation.
  - 9 That Structural Engineer's final Structural Stability Certificate along with upto date License copy and R.C.C. design plan shall not be submitted.
  - 10 That Site Supervisor certificate for quality of work along with upto date License copy and completion of the work shall not be submitted in prescribed format.
  - 11 That the dry and wet garbage shall not be separated and the wet garbage generated in the same building shall not be treated separately on the same plot by residents / occupants of the building in jurisdiction of HCGM the necessary condition is sale agreement is sale agreement to that effect shall not be incorporated by developer / owner.
  - 12 That self declaration in respect of installing composting pit/composite machine/bio- methane system for processing wet waste generated at project site will not be submitted by Developer/Builder/Owner as per circular under no CHE/0002/Gen. dated 02.04.2016.
  - 13 That the final plans shall not be submitted along with Notice of Completion of work w/sec. 353A of MMC-Act 1988 for work completed on site.
  - 14 That the vehicular bins for disposal of Wet Waste as per the design and specifications of organizations/ individuals specified in this field, as per the list furnished by Solid Waste Management Department of HCGM shall not be provided to the satisfaction of Municipal Commissioner.
  - 15 That some of the drains shall not be laid internally with C.I.
  - 16 That every part of the building constructed and more particularly O.H. Tank will not be provided with

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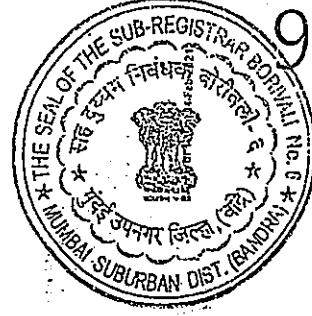
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No. P-3304/2019/23 AND OTHER PPS  
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- proper access for staff of P.C.O. office with the necessary facilities for the safe and stable parking of the vehicles.
- 17 That the Sample agreement with prospective buyers shall be submitted with the following clauses: a) That the building under reference shall be developed in accordance with the provisions of the Maharashtra Building Regulation Act, 1960 and the Maharashtra Building Regulation (Amendment) Act, 1971. b) That the buyer shall be liable for the development with deficient open space in future. c) That the buyer shall be liable for any failure of mechanical Parking system in future. d) That the buyer shall be liable for the maintenance of mechanical Parking system shall be done regularly. e) That the buyer/member will not be held M.C.G.M. liable for any mishap due to provision of additional height of sill for provision of 3 level pit + stack type parking. f) That there is inadequate manoeuvring space of car parking and buyer/member will not make any complaint to M.C.G.M. in this regard in future before submission of OCC/BCC
  - 18 That all the payments shall not be paid.
  - 19 That the members / prospective buyers shall not be made aware of utilization of fungible FSI and clause to that effect will not be incorporated in the final agreement.
  - 20 PRC in name of Society shall not be submitted.
  - 21 That P.R. Card in the name of HCGM for road setback/reservations if any handed over to HCGM shall not be submitted.
  - 22 That all the Conditions of Development permission issued under no P-3304/2019/23/337(HEVA) for development of residential R2D 1:10 (Standard House with swimming zone) under Accommodation Reservation in its exempted before OCC shall not be complied with.
  - 23 That completion Certificate from the rain water harvesting consultant for effective completion and functioning of RWHT system shall not be submitted and quantity of rain water harvested from the RWHT completed scheme on site shall not be uploaded on RWHT tab in online Auto dcr system.

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No. P-33042019/73 AND OTHER/P/S  
WARD/PAHADI  
GOREGAON-W/OODH/NEW

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

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

No. P-33042019/73 AND OTHER/P/S  
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( ) That proper gutters and down pipes are not intended to be put to prevent water dripping from the leaves of the roof on the public street.

( ) That the drainage work generally is not intended to be executed in accordance with the Municipal requirements, but not otherwise, will be a liability to proceed with the said building or work, at anytime before the 3 February day of 2022, made under that Act, at the time in force.

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

Executive Engineer, Building Proposals,  
Zone,  
WARDS.

**SPECIAL INSTRUCTIONS**

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

2. Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

3. Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-

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

- a) Not less than 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer or the sewer or the sewer to be laid in such street
- b) Not less than 2 feet (60 cms.) Above every part of the ground within 5 feet (150 cms.) of such building.
- c) Not less than 92 ft. (11' 0" inch) above Town Hall Datum.

4. Your attention is invited to the provision of Section 152 of the Act, whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. If compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the value of the premises liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.

5. Your attention is further drawn to the provision of Section 353-A about the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

6. Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (a) of the Bombay Municipal Corporation Act.

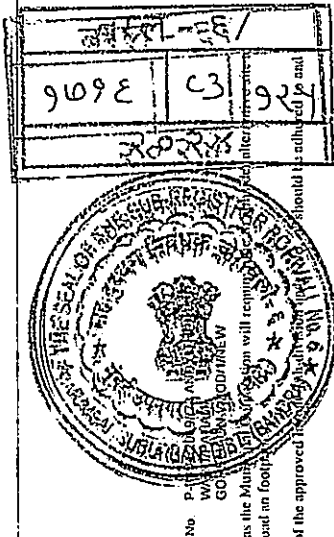
7. One more copy of the block plan should be submitted for the Collector, Mumbai Suburban District.

No. P-33042018/13 AND OTHERS/MS  
WARD PALAN  
GOREGAON-WARD/NEW

No. EUBCE/ /BS /M/

NOTES

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



No. P-33042018/13 AND OTHERS/MS  
WARD PALAN  
GOREGAON-WARD/NEW

commencement of the work as the Municipal Corporation will not be responsible for any damage caused to the adjacent property or to the public utility lines. The applicant should be advised to avoid the excavation of the road on footpaths.

- 12) All the terms and conditions of the approved plans should be strictly followed and complied with.
- 13) No Building/Drainage Completion Certificate will be accepted soon water connection granted (except for the construction purpose) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction of the layout.
- 14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- 15) The access road to the full width shall be constructed in water tight masonry before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphalted lighting and drainage before submission of the Building Completion Certificate.
- 16) Flow of water through adjoining holding, culvert, cess, etc. should be maintained unobstructed.
- 17) The surrounding open spaces around the building should be developed in concrete having brick pavers pieces at the rate of 12.5 cubic meters per 10 sq. meters below payment.
- 18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- 19) No work should be started unless the existing structures proposed to be demolished are demolished.
- 20) The Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13 (b) (1) of the Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 34(1) (a) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act 1966. (12 of the Town Planning Act) will be with drawn.
- 21) If it is proposed to demolish the existing structures by negotiations with the tenant, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:
  - i. Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the areas in occupation of each.
  - ii. Specifically signed agreement between you and the existing tenants that they are willing to avail or

No. P-3304/2019/73 AND OTHER P/S  
WARD/PAHADI  
GOREGAON-WI0D/1/NEW

the alternative accommodation in the proposed structure at standard rent.  
iii. Plans showing the phased programme of constructions has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.

22) In case of extension to existing building, blocking of existing windows of persons deriving light and its from other sites should be done first starting the work

23) In case of additional floor or work should be start or during monsoon which will cause arise water leakage and consequent nuisance to the tenants staying on the floor below.

24) The bottom of the over head storage work above the finished level of the terrace shall not be less than 1.20 Ml. and not more than 1.80 mt.

25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.

26) It is to be understood that the foundations must be excavated down to firm soil.

27) The positions of the mains and other appurtenant pipes in buildings should be arranged as far as possible to necessitate the laying of drains inside the building.

28) The water arrangement must be carried out in strict accordance with the Municipal requirements.

29) No new well, tank, pond, cistern or fountain shall be dug or conspired without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.

30) All gully traps and open channel drains shall be provided with tight fitting mosquito proof made of wrought iron plates or linges. The manholes of all external pipes covered with properly fitting mosquito proof highly cast iron cap over the pipe, with locking arrangement provided with ball and huge square nut pieces (like a garden main road) and the warning pipes with perforations each not exceeding 1.5 mm in diameter. The drains shall be made easily, slippy and permeability possible by providing a firmly fixed iron ladder. The upper ends of the ladder should be cemented and extended 40 cms above the top where they are to be fixed as its lower ends in cement concrete blocks.

31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not on the use of pane glass for capping over compound wall.

32) a) Louvres should be provided as required by Byelaw No. 5 (b)  
b) Lintels or Arches should be provided over Door and Windows opening  
c) The drains should be fixed as require under Section 234-1(G)  
d) The inspection chamber should be plastered inside and outside.

No. P-3304/2019/73 AND OTHER P/S  
WARD/PAHADI  
GOREGAON-WI0D/1/NEW

33) If the proposed additional is intended to be carried out on old foundations and structures, you will do at your own risk.

Executive Engineer, Building Proposals  
Zones ..... Vartis.

P-3304/2019/73 AND OTHER P/S WARD/PAHADI GOREGAON-WI0D/1/NEW

Copy to :- 1. NILESH H MARKWANA  
102, 1st floor Chhappanaji Lalal 56 road T.P.S III, Borivali West Mumbai-400020

2. Asst. Commissioner P/S Ward.
3. A.E.W.P. P/S West
4. C.P.A.C. Western Suburb II
5. Chief Officer, M.S.Y. & J.R. District P/S West
6. Chief Officer, M.S.Y. & J.R. District P/S West
7. The Collector of Mumbai.

Name: A.M. PUNJABIAN  
Designation: Executive Engineer  
Office: Building Proposals, Zones I  
Collection: Urban, Lungs  
Date: 04-Feb-2021 11:35:35

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For and on behalf of Local Authority  
 Municipal Corporation of Greater Mumbai  
 Executive Engineer, Building Proposal  
 Western Suburb II

- 18) That any officer of M.C.C. (Municipal Corporation) who is not a member of the committee shall not be eligible to be a member of the committee.
- 19) That the order passed by M.C.C. on the report of the committee shall be final and binding on all concerned parties.
- 20) That all the conditions mentioned in the Gen. Dir. Circular no. CH-01072 dated 14-01-2021 and Circular under no. CH-01072/2021 shall be complied with.

- Copy to:
- 1) Assistant Commissioner, PG Ward
  - 2) A.E. W/P, PG Ward
  - 3) D.O. PG Ward
- Forwarded for information/placement.



**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
 Amended Plan Approval Letter

File No. P-33042018/73 And Obv/PWS Ward/PALUADI ODREGAON-W/337/1/Amend dated 31.05.2021

To,  
**MILESH HIRKAWANA**  
 102, 1st floor, street no. 11/11, 4th road  
 TFS II, Borivali West Mumbai-400092  
 0

CC (Owner),  
 M/s. Kabra & Associates  
 10th Floor, Kamla Hub, M. S. Road  
 No. 4, JVPD Scheme, Vile Parle  
 (West), Mumbai-400 049.

Subject: Proposed building on plot bearing C.T.S No. 73, 73/1 to 65 of village Panaji Gergason at 18.30 miles wide M.C. Road at Gergason, Mumbai 400022.

Reference: Grains submission of plans dated 05.05.2021

Dear Applicant/Owner/Developer,  
 There is no objection to your enquiry and the work as per amended plans submitted by you under reference for which competent authority has accorded sanction, subject to the following conditions.

- 1) That all the objections of the office in relation to the registered sanctioned Structural Engineer shall be complied with F.C.C.
- 2) That the revised R.C.C. design and calculation from the registered sanctioned Structural Engineer shall be submitted before F.C.C. Monthly progress report.
- 3) That the revised R.C.C. design and calculation from the registered sanctioned Structural Engineer shall be submitted before F.C.C.
- 4) That the extra water and sewerage charges as per the amended plan shall be paid to A.E. W/P before F.C.C.
- 5) That all the balance payments as per the amended plan shall be paid to A.E. W/P before F.C.C.
- 6) That the Revised Janash Insurance Policy shall be submitted before F.C.C.
- 7) That the revised Janash Insurance Policy shall be submitted before F.C.C.
- 8) That the P.C.O.'s one time charges as per E.O.D.B. policy shall be paid before F.C.C.
- 9) That the P.C.O.'s one time charges as per E.O.D.B. policy shall be paid before F.C.C.
- 10) That the P.C.O.'s one time charges as per E.O.D.B. policy shall be paid before F.C.C.
- 11) That the P.C.O.'s one time charges as per E.O.D.B. policy shall be paid before F.C.C.
- 12) That all the conditions in the NCC from S.M. department obtained online shall be complied with in response to your application for the same.
- 13) That the adequate safeguards should be employed for preventing dispersal of dust particles through the air (or even otherwise) & adequate record shall not be maintained & updated for every single trip for disposal of C & D waste, at the time of loading the C & D waste in vehicle, after loading the C & D waste in the vehicle during the loading.
- 14) That the probable quantity of C & D Waste should be indicated in advance prior to commencement of work & details thereof shall be submitted.
- 15) That C & D Waste of large scale above 20 MT shall be disposed off as per Waste management plan approved online & as per Construction and Demolition Waste Management Rules 2016.
- 16) That in the event the consent given by the disposal site owner/authority is not valid for any reason, within the event the time limit expires, the applicant shall be liable to pay the cost of the disposal site owner/authority shall be lumped & shall abide, show extra charges as per the Waste Management Plan/Details Management plan is amended to provide the new site for dumping of C & D Waste and get approved online, construction work shall be recommenced.
- 17) That the valid Bank Guarantee as per policy shall be furnished solely for the purpose of ensuring compliance of the conditions in the Waste Management Plan/Details Management Plan approved by S.M. department of M.C.C.M, in form of the Occupancy Certificate.



**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
Amended Plan Approval Letter

File No. P-33042019(3) And Objection/View/PANI/DI GOREGAON/W/3172/Amend dated 11.08.2021

To,  
**RELEKH HARWANI**  
102, 1st floor, Shreechali chad SE Road  
10th Floor, Kamta Hub, A. S. Road  
TIS III, Donwall West Mumbai-400032 No. 1, JVPD Scheme, Vile Parle  
West, Mumbai-400 015.

Subject: Proposed building on plot bearing C.T.S No 712/21 to 65 of village Palasdi Goregaon at 18.30 mtrs wide M.G.Road at Goregaon(W), Mumbai-400032.

Reference : Onsite submission of plans dated 30.07.2021

Dear Applicant/ Owner/ Developer,

There is no objection to your carrying out the work as per amended plans submitted by you unless under reference for which competent authority has recorded sanction, subject to the following conditions.

- 1) That all the objections of this office intimation of Disapproval and Amended plans under even number shall be applicable and shall be completed with C.C.
- 2) That the revised F.C.C. design and calculation from the registered licensed Structural Engineer shall be submitted before F.C.C. Month.
- 3) That the revised M.E. HOC as per the amended plan shall be submitted before F.C.C.
- 4) That the extra water and sewerage charges as per the amended plan shall be paid to A.E. W.W before F.C.C.
- 5) That all the balance payments as per the amended plan shall be paid before C.C.
- 6) That the Valid Janata Insurance Policy shall be submitted before F.C.C.
- 7) That the revised Occupancy approval shall be submitted before C.C.
- 8) That the F.C.O's one time charges as per E.O.D.B. policy shall be paid before F.C.C.
- 9) C.C. to be re-endorsed as per the amended plan.
- 10) That Valid HOC shall be submitted and all the conditions in the HOC from SWM department obtained online shall be completed with in response to your application for the use.
- 11) That the valid Fire Certificate as per policy shall be furnished for the purpose of ensuring compliance of the conditions in the Water Management Handover Management Plan approved by SWM department of M.C.G.M. (8 grant of full Occupation Certificate.

Name: AM Prashant Dhwaj  
Designation: Executive  
Organization: Removal  
Date: 11-Aug-2021 15:47:25

For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai  
Executive Engineer - Drafting Proposal  
Western Suburb II

- Copy to:
- 1) Assistant Commissioner, PIS Ward
  - 2) A.E.W.M. PIS Ward
  - 3) D.O PIS Ward
- Forwarded for intimation please

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9092 16924



Municipal Corporation of Greater Mumbai  
 Approval Letter

File No. P-30/420/10/73 and Other  
 CC (Owner),  
 Ms. Nisha & Associates,  
 10th Floor, Kamla Hut, R. S.  
 TPS III, Borivli West Mumbai-400092  
 No. 1, JPD Scheme, Vite Park  
 (West), Mumbai-400 049.

Subject: Proposed building on plot bearing C.I.S No 717/21 to 65 of village Parauli Goregaon at 18.30 mtrs wide H.G.Road at Goregaon(W), Mumbai 400862.

Reference: Online submission of plans dated, 01.12.2021

Dear Applicant/Owner/Developer,

There is no objection to your carrying out the work as per amended plan submitted by you only under reference in which competent authority has recorded condition, subject to following conditions:

- 1) That all the stipulations of the City & District Municipal Corporation Act, 1947 shall be complied with.
- 2) That the revised R.C.C. design and details from the registered Licensed Structural Engineer shall be submitted before F.C.C.
- 3) That the revised HOC as per the amended plan shall be submitted before F.C.C.
- 4) That the extra work and setbacks charges as per the amended plan shall be paid to A.E.W.V.V before F.C.C.
- 5) That all the rebate payments as per the amended plan shall be paid before F.C.C.
- 6) That the Valid Assets Insurance Policy shall be furnished before F.C.C.
- 7) That the revised Drainage approved shall be submitted before F.C.C.
- 8) That the P.C.O.4 unit charges as per C.O.D.P. shall be paid before F.C.C.
- 9) C.C. to be re-endorsed as per the amended plan.
- 10) That Valid SWSI HOC shall be submitted and all the conditions as the HOC from SWM department obtained online shall be complied with in response to your application for the work.
- 11) That the valid Bank Guarantee as per policy shall be furnished solely for the purpose of ensuring compliance of the conditions in the Waste Management Plan/Debris Management Plan approved by SWM department of M.C.G.M, till expiry of Occupation Certificate.
- 12) That all the conditions mentioned in the Govt. Directives No. 154 of MRP/Act 1966 issued under TPS/1932/AN/27 AC.11.80/200D-13 dt. 14-01-2021 and Circular under no. CHIEDP/7-1546/Gen dated 22.02.2021 and dated 05.03.2021 shall be complied with.
- 13) Monthly progress reports shall be submitted.
- 14) That the response of Reg. 11(1), 11(5), 12(4), 12(5) of DCPR shall be taken and indemnity bond indemnifying MCGM as regards safety precautions as per 12(5) of DCPR-2024 to that effect shall be submitted.
- 15) That the payment of Development Cess as per Time Schedule stipulated in Circular C3 Uno. CHIEDP/1100/Gen dated 2019-20 and payment sheet shall be made.
- 16) That the Valid Civil Aviation HOC for height clearance through towers shall be submitted before requesting CC.
- 17) That the height shall be certified by the consultant as per Civil Aviation HOC before OCC.
- 18) That the revised CFO HOC as per proposed plans shall be submitted.
- 19) That the HUI shall be submitted to a) providing elevations (as per as per policy circular b) complying with the endorsement of higher Authorities.

14

20) That the request/conditions revision on Reg no.17 of DCPR-2024 are existing policies for development of plot on under accommodation reservation shall be complied with and Registered Undertaking for the same shall be submitted.

21) That all the T & C of development permission granted on plot shall be got registered and shall be complied with.

22) That the developer shall submit the declaration, certifying that the duplex residential unit will be a single unit and will be sold in the character as a single residential unit and shall incorporate specific clause in agreement so that no other unit will encroach on single residential unit & will not be mistaken by removing staircase and clause regarding the same shall be incorporated in sale agreement of duplex flat.

23) That while requesting for occupier certificate to the building by the Architect/Developer, the Architect shall invariably certify that he has inspected the building and verified the construction and completion of internal staircase, lift or both at each duplex level single units at site as per approved plan.

Name: A.M.P. P. P. P.  
 Designation: Engineer  
 Date: 31/08/2023 16:59

For and on behalf of Local Authority  
 Municipal Corporation of Greater Mumbai  
 Executive Engineer, Building Proposal  
 Western Suburb II

- Copy to:
- 1) Applicant/Owner/Developer, PLS/Ward
  - 2) A.E.W.V.V, PS Ward
  - 3) D.O. PS Ward
- Forwarded by official/Name,



**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
Amended Plan Approval Letter

File No. P-339/400/RTI AND OTHERS/PIS WARD/REGD/NO.376/AMEND dated 06.04.2023

To,  
**MALESH KARWANNA**  
102, 1st floor (Shreemathi) Chai Street  
TFS III, Borivli West (Mumbai-400092) No. 1, JPD Scheme, Vile Parle  
(West), Mumbai, 400 049.

Subject: Proposed building on plot bearing C.I.S No 73,731 to 65 of village Pabari Goregaon at 18.30 mtrs wide M.G. Road at Goregaon(W), Mumbai 400082.

Reference: Online submission of plans dated 23.02.2023

Dear Applicant/Owner/Developer,  
There is no objection to your carrying out the work as per amended plans submitted by you online under reference for which competent authority has accorded sanction, subject to the following conditions:

- 1) That all the conditions of the original sanction and conditions for Building Plan No. 376 as Relating to them be registered licensed Structural Engineer shall be submitted before F.C.C.
- 2) That the revised R.C.C. design and conditions for Building Plan No. 376 as Relating to them be submitted before F.C.C.
- 3) That the revised I.L.C. NOC of the concerned authority shall be submitted before F.C.C.
- 4) That the extra water and sewage charges as per the concerned plan shall be paid before F.C.C.
- 5) That all the balance payments as per the amended plan shall be paid before F.C.C.
- 6) That the Revised Amalgamated Plan, that be submitted before F.C.C.
- 7) That the P.C.O.'s one time charges as per E.O.B. policy shall be paid before F.C.C.
- 8) That the revised planning consultant's reports that be submitted before F.C.C.
- 9) That all the conditions in the orders of the Sanctioning Officer of the date 15.03.2018 in the case of Dumping Grounds shall be complied with.
- 10) That the C.C. shall be got entered as per the amended plan.
- 11) That RUT for ensuring safety of adjoining Structure and for keeping the permanent sidewalk at any/all of access to LOS from P1 podium shall be submitted before F.C.C.
- 12) That the CC of equivalent area of Commercial Use of Wings 'D' to be handed over to BMC shall be restricted in Wing 'C' in the building under reference.
- 13) That the revised remarks of M&E Consultant for DV outlets shall be submitted.

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5

For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai  
Executive Engineer, Building Proposal  
Western Suburb II

For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai  
Executive Engineer, Building Proposal  
Western Suburb II

- Copy to:
- 1) Assistant Commissioner, PIS Ward
  - 2) A.E.W., PIS Ward
  - 3) D.O. PIS Ward

Forwarded for information please

909E | CE | 124  
 2022



File No. P-33A/0106/PT-1 AND OTHER PPS WARD/WING/PLAN No. 04/2022

To: H.E. CHHIBHARWA  
 102/1st Floor, Shivajinagar, Chh. S.R. Road  
 PPS III, Eastern Wing, Mumbai-400032  
 0  
 (Phone: Mumbai-400 011)

Subject: Forwarded for information the heading C.C.S (No. 222/2022) of the Panchayat Samiti, Palghar District at 12:30 mins with HO/Field at Corporation, Mumbai-400048.

Reference: Office submission of form dated 21.02.2022

Dear Applicant/Client/Developer,  
 In reference to the above mentioned subject, the following information is being submitted by you under reference for which computer authority has accepted subject to the following conditions:

- 1) That all the objections of this office in relation to Displacement order, even number dated 04.02.2021 shall be applicable and shall be complied with C.C.
- 2) That the revised R.C.C. design and calculation for tubing as well as Retaining wall from the replacer's licensed Structural Engineer shall be submitted to the P.C.C.
- 3) That the revised R.C.C. design and calculation for tubing shall be submitted before P.C.C.
- 4) That the extra water and Sewerage charges as per the amended plan shall be paid to A.E. MW before P.C.C.
- 5) That the P.C.C.'s one time charges as per E.O.G.B. policy shall be paid before P.C.C.
- 6) That the revised pastory consultant's remarks shall be submitted before P.C.C.
- 7) That at the completion of the works, Engineering Dept of BMC shall be notified, in the case of Dumping Ground should be that the C.C. shall be got endorsed as per the proposed plan.
- 8) That the P.C.C. shall be got endorsed as per the proposed plan.
- 9) That the P.C.C. shall be got endorsed as per the proposed plan.
- 10) That the P.C.C. shall be got endorsed as per the proposed plan.
- 11) That the P.C.C. shall be got endorsed as per the proposed plan.
- 12) That the P.C.C. shall be got endorsed as per the proposed plan.
- 13) That the revised remarks of MAF Consultant for MV works shall be submitted.

For and on behalf of Local Authority  
 Municipal Corporation of Greater Mumbai  
 Executive Engineer, Building Projects  
 Western Suburb B

- Copy to:
- 1) Assistant Commissioner, PPS III and
  - 2) A.E. MW, PPS Wing
  - 3) C.O. PPS Wing

Forwarded for information please

Ad.

This CC is valid upto 25/4/2022.

Issue On : 26 Apr 2021 Valid Up to : 25 Apr 2022  
Application Number : P-3304/2019/(73 And Other)/PIS  
Ward/PAHADI GOREGAON-WIFCC/1/Amend

Remark :  
This C.C. is now granted for the work upto top of Part Plinth level (for the portion marked Red Hatch in Drawing attached in note sheet) and as per I.O.D. plans approved dated 04.02.2021.

Approved By  
S/rl. A. P. Dhiwar (EE-WS 2) P Ward  
Executive Engineer

Issue On : 28 Jun 2021 Valid Up to : 27 Jun 2022  
Application Number : P-3304/2019/(73 And Other)/PIS  
Ward/PAHADI GOREGAON-WIFCC/1/New

Remark :  
This CC is now granted for work upto plinth level of Wing D, A, B and for part portion of Wing C (Marked in red hatched line on the plan of Approved phase program) as per approved phase programme dated 16.06.2021 and approved amended plans dated 31.05.2021.

Approved By  
Assistant Engineer(B.P.)P. Ward  
Assistant Engineer (BP)

Issue On : 18 Aug 2021 Valid Up to : 17 Aug 2022  
Application Number : P-3304/2019/(73 And Other)/PIS  
Ward/PAHADI GOREGAON-WIFCC/1/Amend

Remark :  
This C.C. is now re- endorsed up to plinth level of Wing D, A, B and for part portion of Wing C (Marked in red hatched line on the plan of Approved phase program) as per approved phase programme dated 16.06.2021 and approved amended plans dated 11.08.2021.

P-3304/2019/(73 And Other)/PIS Ward/PAHADI GOREGAON-WIFCC/1/Amend Page 2 of 6 On 02-May-2023

C - 3



MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No P-3304/2019/(73 And Other)/PIS Ward/PAHADI GOREGAON-WIFCC/1/Amend

COMMENCEMENT CERTIFICATE

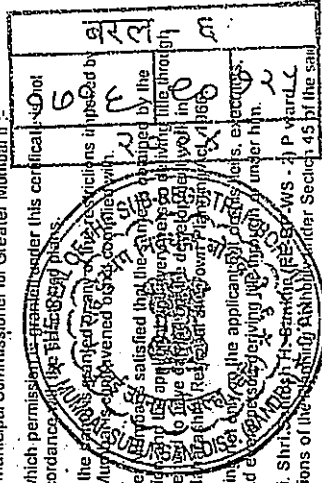
To, Mr. Dilip Soni of IMS Kabra & Associates C.A to  
Owner  
10th floor, Kamla Hub, N.S Road No 1, J.V.P.S  
Scheme, Vile Parle(W), Mumbai 400049

Sir, With reference to your application No. P-3304/2019/(73 And Other)/PIS Ward/PAHADI GOREGAON-WIFCC/1/Amend Dated. 19 Aug 2019 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 19 Aug 2019 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S.No. 73,731 to 65 Division / Village / Town Planning Scheme No. PAHADI GOREGAON-W situated at 18.30 mtrs wide M.G.Road Road / Street in PIS Ward Ward.

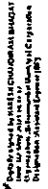
The Commencement Certificate / Building Permit is granted on the following conditions. -

1. The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person unit 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 approved plans.
  - b. Any of the conditions subject to which the permission is granted are contravened.
  - c. The Municipal Commissioner of Greater Mumbai is satisfied that the applicant has obtained by the applicant through fraud or misrepresentation or under him in such an event shall be deemed to have obtained the same by fraud or misrepresentation of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
  7. The conditions of this certificate shall be binding on the applicant, his assigns, heirs, executors, assignees, administrators and successors and all persons deriving title through or under him.

The Municipal Commissioner has appointed S/rl. Shri. A. P. Dhiwar (EE-WS-2) P Ward C Assistant Engineer to exercise his powers and functions of the Municipal Corporation under Section 45 of the said







For and on behalf of Local Authority  
 Municipal Corporation of Greater Mumbai  
 Assistant Engineer - Building Proposal  
 Western Suburb II P/S Ward Ward

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

4th & 5th to 12th & 14th to 20th floor + (part) 21st floor for Residential use, Wing B - Sill for entrance lobby, 3 tier stack parking, electric meter room + 1st& 2nd floor as podium for parking accessible by 2 Nos. of car lifts + 4th to 12th & 14th to 20th floor + (part) 21st floor for residential use for as per approved phase program dated 16.06.2021 and approved amended plans dated 31.01.2022.

Approved By  
 Assistant Engineer (B.P.) Ward  
 Assistant Engineer (BP)

Issue On : 02 May 2023 Valid Upto 25 Apr 2024

Application Number : P-3304/2019(73 And Oiler)/PIS  
 Ward/PAHADI GOREGAON-WFCC/8/Amend

Remark :

This C.C is now granted for entire work of Wing 'A' - (part) Sill for Entrance lobby, 3 tier stack parking + (part) 1st & (part) 2nd floor as podium for parking accessible by 2 Nos. of car lifts + 3rd (part) on front side as fitness centre & LOS with level difference of 0.60 Mts. + 4th (part) as fitness centre connected with internal staircase + (part) 4th & 5th to 12th & 14th to 21st floor for Residential use + LMR/OHT, Wing 'B' - Sill for entrance lobby, 3 tier stack 3 parking, electric meter room + 1st& 2nd floor as podium for parking accessible by 2 Nos. of car lifts + 4th to 12th & 14th to 21st floor for residential use + LMR/OHT, Wing 'C' - Sill + 1st to 9th upper floors and Wing 'D' - Ground + 2 upper floors by restricting C.C for the 10th floor of Wing 'C' having built up area of 179.60 Sq.Mtrs as against BUA of commercial units to be handed over to MCGM (77.19 + 64.65) adm. 141.82 Sq.Mts. as per amended approved plans dated 05.04.2023.

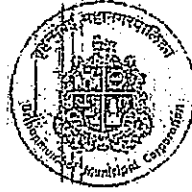
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20



BRIHANMUMBAI MUNICIPAL CORPORATION  
ANNEXURE 20 & 22

OCCUPATION COMPLETION CERTIFICATE UNDER REG. 11(6) OF DCPR 2034 AND PART  
OCCUPATION UNDER REG. 11(7) /11(8) OF DCPR 2034  
P-3304/2019/(73 And Other)/P/S Ward/PAHADI GOREGAON-W/OCC/1/New of 30 June 2023]

To,  
Mr. Dhiraj K. ... & Associates C.A to Owner  
10th floor, ... N.S Road No 1, J.V.P.S Scheme, Vile Parle(W), Mumbai 400049.

Dear Applicant,

The Part development work of Resi+comm building comprising of Wing D - Ground + 2 upper floors for commercial user as shops on plot bearing CTS No. 73,73/1 to 65 of village PAHADI GOREGAON-W at Main M.G.Road, Belwelkarwadi, Goregaon West, Mumbai. is completed under the supervision of Shri. NILESH H MAKWANA , Licensed Surveyor , Lic. No. M/358/LS , Shri. Mayur Dinesh Pandya , Structural Engineer, Lic. No. STR/P/190 and Shri. Prakash S.Konare , Site supervisor, Lic.No. K/430/SS-II and as per development completion certificate submitted by Licensed Surveyor and as per completion certificate issued by Chief Fire Officer u/no. P-3304/2019/(73 and other)/P/S Ward Goregaon W -CFO/1/New dated 24 May 2023.The same may be occupied and completion certificates submitted as sighted above are hereby accepted.

The PART OC is approved subject to following conditions:

That the all balance IOD / Amended plans conditions shall be complied with before full OCC / BCC.

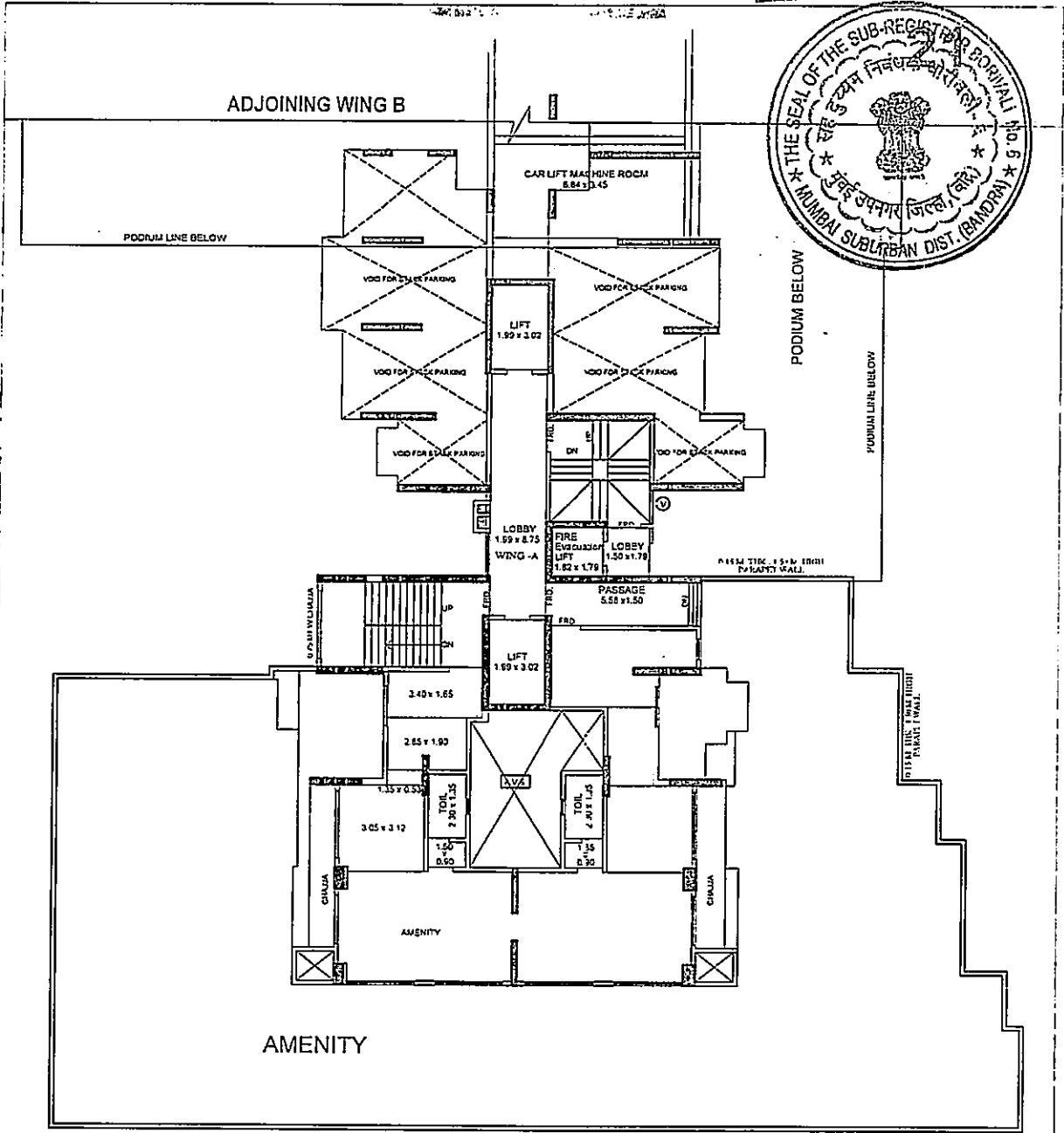
Copy To :

1. Asstt. Commissioner, P/S Ward
  2. A.A. & C. , P/S Ward
  3. EE (V), Western Suburb II
  4. M.I. , P/S Ward
  5. A.E.W.W. , P/S Ward
  6. Licensed Surveyor, NILESH H MAKWANA, 102/1st floor, Greenathji chsl, 56 road, TPS III, Borivali West Mumbai-400092 0
- For information please

Yours faithfully  
Executive Engineer (Building Proposal)  
Brihanmumbai Municipal Corporation  
P/S Ward

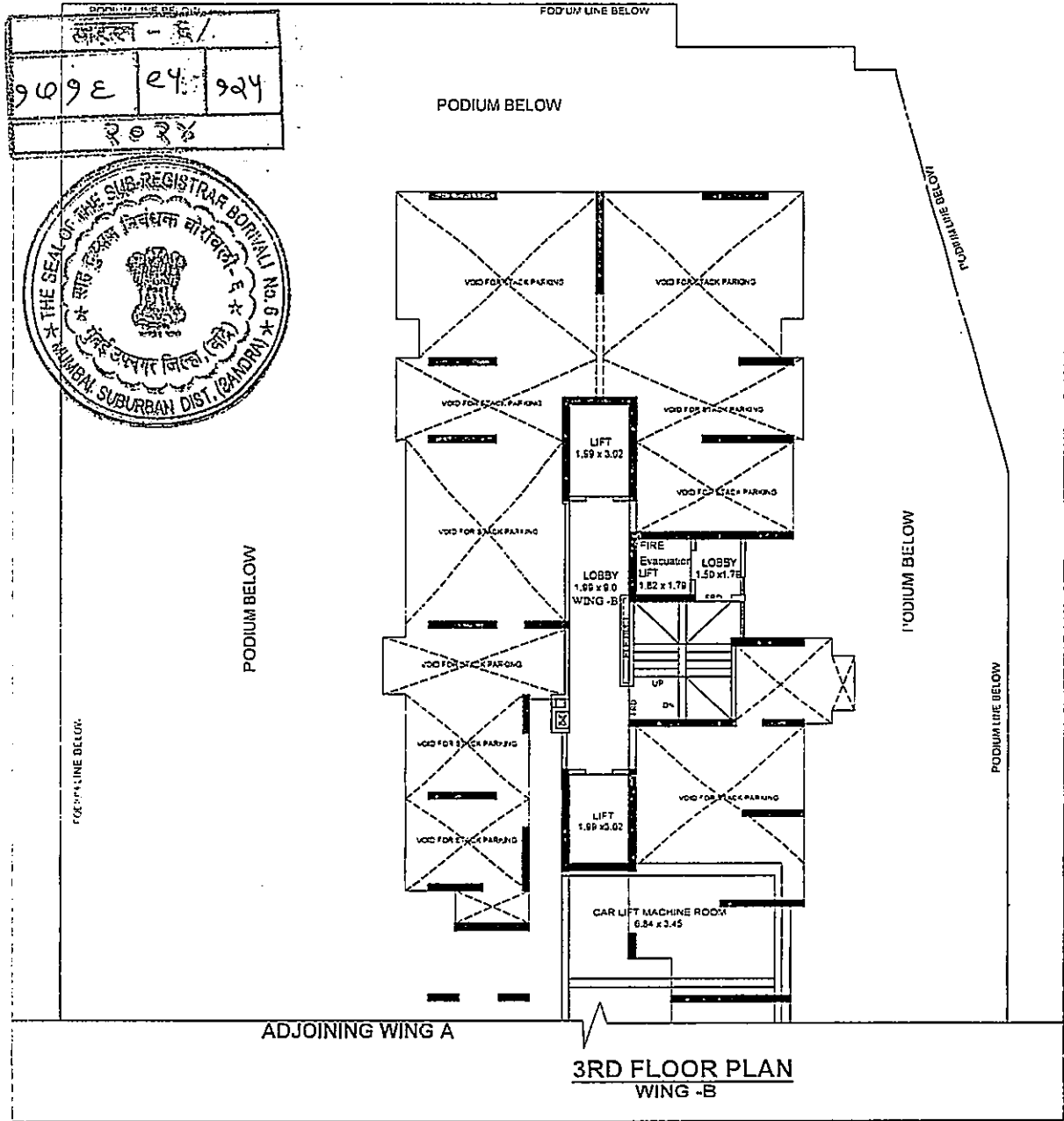
# ANNEXURE " 7 "

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3RD FLOOR PLAN - A WING

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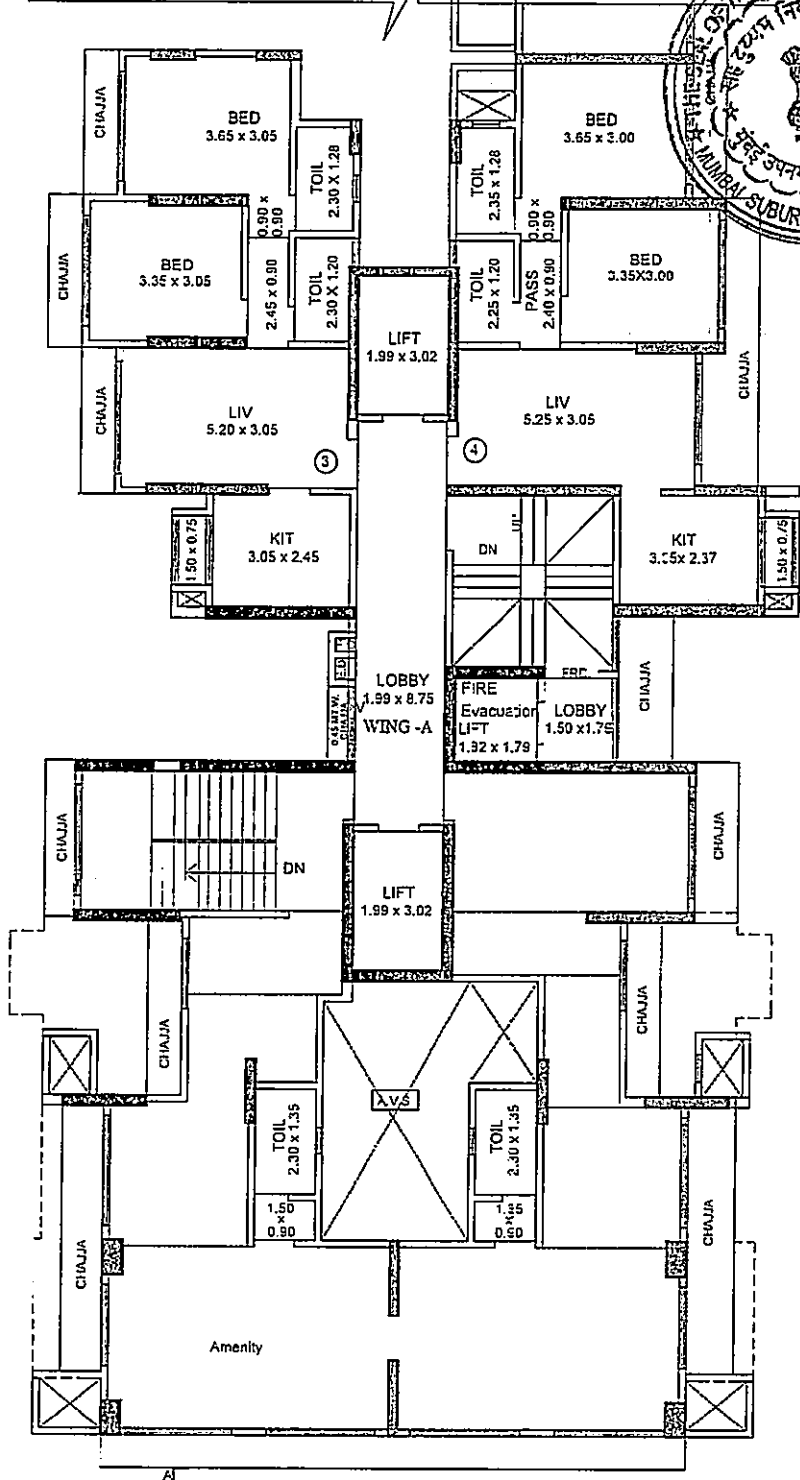


**3RD FLOOR PLAN**  
WING -B

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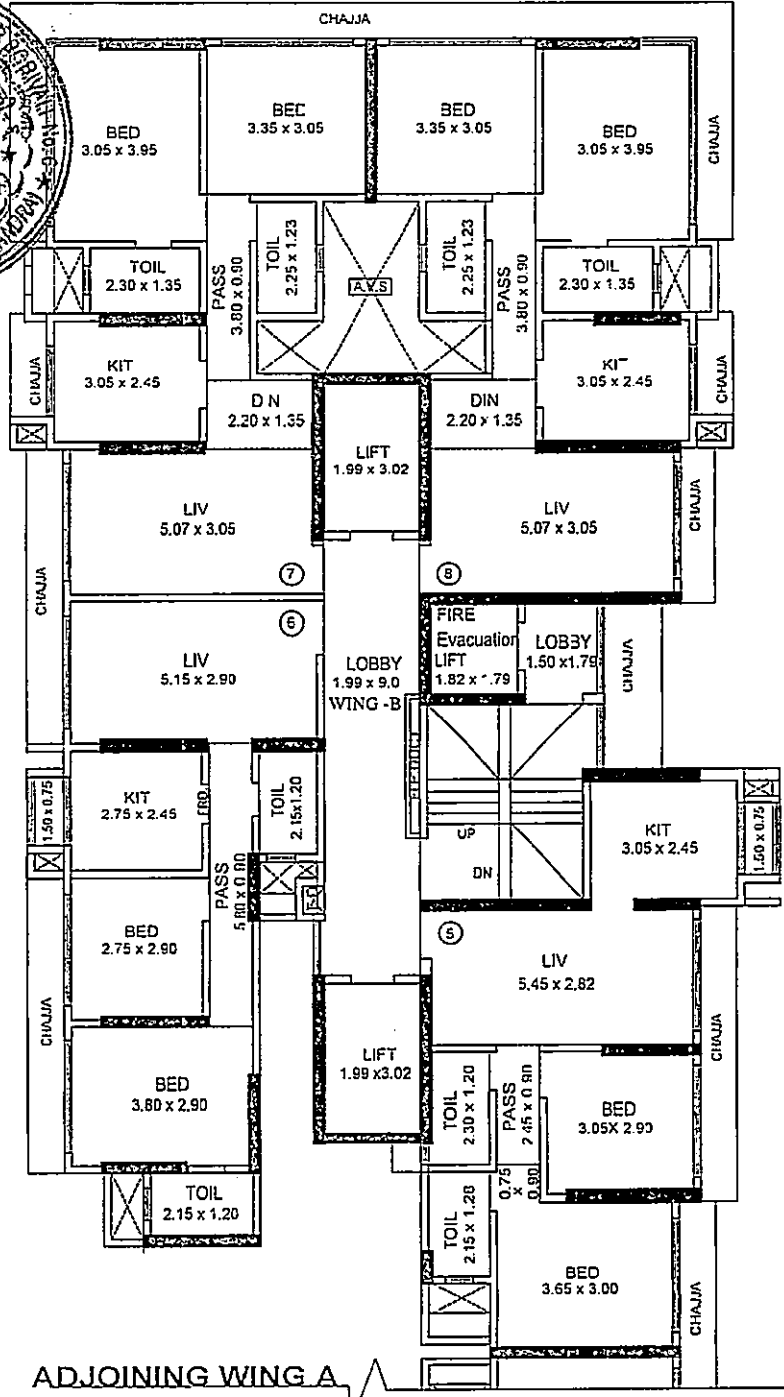
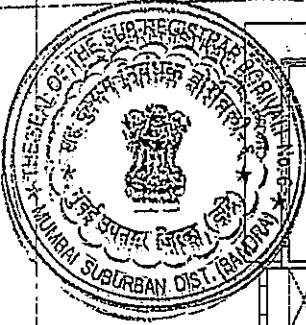


ADJOINING WING B



4TH FLOOR PLAN  
 WING -A

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ADJOINING WING A  
**4TH FLOOR PLAN**  
 WING-B













standards.  
v) Licensed Surveyor during course of discussion agreed to provide recommended active & passive fire protection requirements & also assured to provide any additional fire requirements in future from Mumbai Fire Brigade Officer.

In the view of the above as far as this department is concerned, there would be no objection for the construction of High rise commercial cum residential building comprising of three wings designated as Wing 'A', 'B' & 'C', Wing 'A' having ground floor part on silt + common 1<sup>st</sup> & 2<sup>nd</sup> common podium floor with Wing 'B' + 3<sup>rd</sup> to 21<sup>st</sup> upper residential floors with a total height of 69.65 mtrs. measured from general ground level to terrace level, Wing 'B' having ground floor + common 1<sup>st</sup> & 2<sup>nd</sup> floor with Wing 'A' + 3<sup>rd</sup> to 21<sup>st</sup> upper residential floors (21<sup>st</sup> floor part) with a total height of 69.65 mtrs. measured from general ground level to terrace level and Wing 'C' as a Low rise residential building having ground floor + 1<sup>st</sup> to 10<sup>th</sup> upper residential floors with a total height of 31.90 mtrs. measured from general ground level to terrace level, as per the details shown on plan signed in token of approval, subject to satisfactory compliances of the following requirements.

1. ACCESS EACH WING 'A', 'B' & 'C':  
There shall be no compound wall on the road side i.e. on south side. However, removable chain link with bollards may be permitted at south side. Courtyards shall be flushed with the road level. Access to wing C from south side 18.30 mtrs wide M.G. Road to through 6.00 mtrs common open space of wing A & B proposed by L.S. it shall be verified by E.E.P. WS if it is less than 6.00 mtrs then this proposal shall be refer back to this dept. also this access of wing C shall be kept free from obstruction at all times. Also it will be treated as driveway for fire appliances.
- 2) COURTYARDS EACH WING 'A', 'B' & 'C':  
a) The entire available courtyards on all the sides of the building shall be paved suitably to bear the load of fire engines weighing up to 48 m. tonnes each with point load of 10 kg/cm<sup>2</sup>.  
b) All the courtyards shall be in one plane.  
c) The courtyards shall be kept free from obstruction at all times.  
d) No structure of any kind shall be permitted in courtyards of the building.
- 3) STACK CAR PARKING EACH WING 'A' & 'B':  
a. The designated parking shall be used for stack car parking only.  
b. The drainage of the car parking areas shall be separate from that of the building and shall be provided with catch with fire trap discharging to Municipal Sewer.  
c. Repairing / servicing of cars, use of naked light, etc. shall be prohibited in the car parking areas.  
d. The parking area shall not be used for storage of vehicles, trade accessories, maintenance of vehicles, storage, trade accessories, etc. at any time and the naked light / flame shall be strictly prohibited in the car parking areas.  
e. Vertical deck separation shall be provided in the car parking areas by using fire resistant materials (structural steel plate) This is to prevent dripping of fuel from the car in the upper deck and possible leaking fuel to the lower deck.

the plan.  
The side open spaces all around the Building are as under:

Side	Building line to podium line	Podium line to plot boundary	Building line to plot boundary
North	4.50 mtrs to 6.15 mtrs	Partly attached to wing C & 07.04 mtrs to 14.88 mtrs	16.37 mtrs to 19.37 mtrs
South	Flushed with building line	5.32 mtrs to 7.27 mtrs + 18.30 mtrs M.G Road	5.32 mtrs to 7.27 mtrs + 18.30 mtrs M.G Road
East	3.88 mtrs to 7.32 mtrs	6.00 mtrs to 7.37 mtrs	6.00 mtrs to 15.62 mtrs
West	10.53 mtrs to 11.83 mtrs	1.50 mtrs to 2.13 mtrs	5.94 mtrs to 13.26 mtrs

Side	From Bldg. line to GTS Plot boundary
North	3.88 mtrs to 5.86 mtrs
South	5.26 mtrs + Partly attached to Wing 'B'
East	3.60 mtrs to 5.42 mtrs
West	25.20 mtrs LOS.

Licensed Surveyor has proposed R.C.C. Cantilevered type refuge area at staircase mid landing in between 5<sup>th</sup>/6<sup>th</sup>, 7<sup>th</sup>/8<sup>th</sup>, 9<sup>th</sup>/10<sup>th</sup>, 11<sup>th</sup>/12<sup>th</sup>, 13<sup>th</sup>/14<sup>th</sup>, 15<sup>th</sup>/16<sup>th</sup>, 17<sup>th</sup>/18<sup>th</sup>, 19<sup>th</sup>/20<sup>th</sup> floor in each wing with 1<sup>st</sup> refuge area at a height of 24.04 mtrs from ground level in each Wing 'A' & 'B' as shown on the plan.

Terrace of the building of Wing 'C' shall be treated as Refuge area as the total height of the building is 31.90 mtrs i.e. below 32.00 mtrs.

- The proposal has been considered favorably taking into consideration the following:-
- i) The plot abuts on 18.30 mtrs. wide M.G. road at south side with no compound wall.
  - ii) The Licensed Surveyor has provided RCC cantilevered type refuge area in each wing of 'A' & 'B' facing wider open space of minimum 6.00 mtrs at East side from where specialized fire appliances of this department can be operated.
  - iii) Architect has proposed open space of minimum 6.00 mtrs at East side of the plot. Further, Architect has proposed Fireman evacuation lift leading from ground to top floor in each wing with smoke check lobby opening in lift lobby at staircase mid landing of each floor in each wing as shown on the plan. However, the same is considered as per circular no. CHE/HRB/6159/DPWS dtd. 15/07/2019 issued by Ch.E.(D.P)
  - iv) The height of building of Wing 'C' is less than 32.00 mtrs Hence, terrace of the building shall be treated as refuge area. (As per new DCPR 2034).
  - v) Automatic sprinkler system will be provided in car parking areas on ground floor & on podium floors covering each level of car parking, in each shop on ground floors, in each residential flat on each floor of each wing 'A' & 'B' and in lift lobby/common corridor of each floor of each wing as per relevant I.S.

- i) Each car parking deck shall have 1 hr. fire resistance.
- g) Automatic sprinkler system conforming to the standards laid down by T.A.C. and relevant I.S. specification shall be provided with sprinkler head at each level below each pallet on engine side.
- h. The car engine shall be shut off at ground level before parking at higher level.
- i. Only trained operator certified by company installing stack car parking shall operate.

4) **SURFACE PARKING 'C'II:-**

- a) The parking shall be restricted to designated area only.
- b) The drainage of the car parking areas shall be separate from that of the building and shall be provided with catch with fire trap before connecting to Municipal Sewer.
- c) Repairing / servicing of cars, use of naked light shall not be permitted in the car parking areas.
- d) The parking area shall not be used for dwelling purpose and repairing / maintenance of vehicles, storage, trade activity etc, at any time and use of naked light / flame shall be strictly prohibited.
- e) Surface car parking shall be protected with sprinkler system.
- f) Parking area shall be accessible by trained staff when carrying out the maintenance work.
- g) The parking system is to be ceased during the maintenance operation.

5) **STAIRCASE (EACH WING 'A', 'B' & 'C'):-**

- a) The layout of each staircase leading from ground level to terrace level shall be enclosed type as shown in the plan throughout its height and shall be approached (ignited) at each floor level through at least one hour fire resistant self closing door placed in the enclosed wall of the staircase at landing.
- b) The flight width of the staircase shall not be less than 1.5 metro throughout its height.
- c) Permanent vent at the top equal to 5% of the cross-sectional area of the staircase shall be provided.
- d) Openable sashes or R.C.C. grills with clear opening of not less than 0.5 sq.mtrs. per landing on the external wall of the staircase shall be provided.
- e) Nothing shall be kept or stored in staircase / corridor / passage.

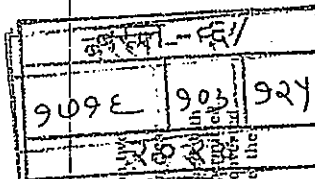
**Staircase door at terrace of each wing shall be provided in the following manner:-**

- a) The top half portion of the doors shall be provided with louvers.
- b) The latch-lock shall be installed from the terrace side at the height if not more than 1 metre.
- c) The glass front of 6 inch diameter with the breakable glass shall be provided just above the latch lock, so as to open the latch in case of an emergency by breaking glass.

6) **FODIUM FLOORS (EACH WING 'A' & 'B'):-**

- i) The podium shall be used for designated purpose as per shown on the plans.
- ii) All the sides of the stilted car parking shall be kept open except parapet walls of not more than 1.2 meters height.
- iii) The driveways shall be properly marked and maintained unobstructed, proper illuminated signage shall be provided for escape route car lifts etc. at prominent location.

7) **LIFT FOR EACH WING 'A', 'B' & 'C'):-**



- i) Walls enclosing lift shafts shall be of fire resistance of not less than 0.5 hours.
- ii) Shafts shall have permanent fire resistance of not less than 0.5 hours.
- iii) Landing doors and lift car doors shall have fire resistance of one hour.
- iv) One lift (excluding fireman's lift) in each wing shall be provided for fire lift and shall conform to the specifications laid down in D.C. Regulations.

8) **FIRE LIFT FOR EACH WING:-**

- a) To enable fire services to reach the fire floor, a minimum delay of one fire lift in each wing shall be provided for the exclusive use of the firemen in an emergency and directly accessible to each floor.
- b) The lift shall have a floor area of not less than 1.4 sq. mtrs. with a minimum dimension of 1.12 mtrs. it shall have loading capacity of not less than 545 kgs.(18 persons lift) with automatic closing doors.
- c) There shall be an alternate electric supply from a generator/separate substation of an adequate capacity apart from the electric supply of the building and the cables run in a route safe from fire i.e within the lift shaft. In case of failure of normal electric supply, it shall automatically trip over to alternate supply.
- d) The operation of the fire lift should be by a simple toggle or two button switch situated in glass-fronted box adjacent to the lift at the entrance level. When the switch is on, landing call points will become inoperative and the lift will be on car control only in a priority control device. When the switch is off, the lift will return to normal working. The lift can be used by the occupants in normal times.
- e) The words 'Fire lift' shall be conspicuously displayed in fluorescent paint on the lift landing doors at each floor level.
- f) Landing doors and lift car doors of the lifts shall be of steel shuttered with fire resistance of one hour. Collapsible door/shutter shall not be permitted.
- g) The speed of the lift shall be such that it can reach the top floor from ground level within one minute.

9) **FIREMAN EVACUATION LIFT FOR EACH WING 'A' & 'B'):-**

- a. Capacity of Fireman Evacuation Lift shall be of 845 to 1000 kgs. /8 to 15 persons and it shall be terminated on ground floor or podium where facility of assembly or evacuation is available in case of emergency.
- b. Fireman Evacuation Lift shall be housed in a separate core having smoke check lobby with opening at staircase mid landing of each floor and shall be attached with one of the staircases and required access to the staircase on each landing through fire resistance of two hours rating.
- c. All the requirements pertaining to civil and electrical aspects mentioned in NBC for Fire Lift shall be applicable for Fireman Evacuation Lift.
- d. Fireman Evacuation Lift car doors and landing doors shall have two hours fire resistance and shall have provision of glass vision for both doors of minimum 1 ft. X 2 ft. And the glass shall also have two hours fire resistance.
- e. Fireman Evacuation Lift shall have emergency operation switch which will be only operated by fire brigade personnel. On activation of the switch the Fireman Evacuation Lift will operate from inside and the lift car door shall not open automatically but shall have control from inside to open it. The



provided at location marked on the plan as per design specified in the rules with traffic wall and fire brigade collecting breaching. The design shall be got approved from H.E.'s department prior to erection.

**D) OVERHEAD WATER STORAGE TANK SEPARATE FOR EACH WING 'A', 'B' & 'C':-**

A tank of 30,000 liters capacity shall be provided above each staircase at the terrace level of each wing. The design shall be got approved from H.E.'s department, prior to erection. The tank shall be connected to the wet riser through a booster pump through a non-return valve and gate valve.

**C) WET RISER (FOR EACH WING AT EACH FLOOR 'A', 'B' & 'C'):-**

Wet riser of internal diameter of 15 cms. for wing 'A' & 'B' of G.I. 'C' class pipe shall be provided with twin hydrant outlet and hose reel on each floor for staircase. Pressure reducing discs or orifices shall be provided at lower level so as not to exceed the pressure of 5.5 kgs/sq.cm. A fire service inlet on the static tank directly fronting courtyards shall be provided to connect the mobile pump of the fire service to the wet riser, sprinkler system. Wet riser of internal diameter of 10 cms. for wing 'C' of G.I. 'C' class pipe shall be provided with single hydrant outlet and hose reel on each floor for staircase. Pressure reducing discs or orifices shall be provided at lower level so as not to exceed the pressure of 5.5 kgs/sq.cm. A fire service inlet on the static tank directly fronting courtyards shall be provided to connect the mobile pump of the fire service to the wet riser, sprinkler system.

**D) AUTOMATIC SPRINKLERS SYSTEM (FOR EACH WING 'A', 'B' & 'C'):-**

Automatic sprinkler system shall be provided in car parking areas on ground floor & on podium floor covering each level of car parking, in each shop on ground floor, in each residential flat on each floor of each wing & in lift lobby/common corridor of each floor of each wing as per relevant I.S. standards.

**E) FIRE PUMP, SPRINKLER PUMP & JOCKEY PUMP COMMON FOR EACH WING 'A', 'B' & 'C' & BOOSTER PUMP SEPARATE FOR EACH WING 'A', 'B' & 'C':-**

Wet riser shall be connected to a fire pump at ground level of capacity of not less than 2400 liters/min. capable of giving pressure of not less than 3.2 kgs/sq.cms. at the top most hydrant. The same shall be coupled with jockey pump of suitable capacity.  
 Booster pump of capacity 900 liters/min. giving a pressure of not less than 3.2 kgs./sq.cms. at the topmost hydrant outlet of each wet riser shall be provided for overhead tank at the terrace level.  
 Two way switches for each booster pump shall be provided at top three floor level of building as well as at ground level easily accessible/noticable of the building.

**F) EXTERNAL HYDRANTS (FOR EACH WING 'A', 'B' & 'C'):-**

Sprinkler pump of suitable capacity along with jockey pump shall be provided for automatic sprinkler system.  
 Only surface mounted pumps or vertical turbines for firefighting installation with adequate size of independent circuit.  
 Electric supply (normally) to these pumps shall be independent circuit.  
 Courtyard hydrants shall be provided at ground level on each podium floor around the building & on each podium floor.

emergency operation switch shall also be provided in the ground floor lobby.  
 The backup electric supply shall be through UPS for at least 30 min and it shall be supported online by another regular and alternate emergency supply.  
 Two-way communication systems shall be provided in Fireman Evacuation Lift car as well as at every landing level including lobby at ground floor.  
 All the electrical cable shall be fire retardant with low smoke hazard complying relevant BIS standards.  
 Fireman Evacuation Lift car shall be of make of non-combustible material including interior having minimum two hours resistance.  
 Lift maintenance shall be carried out only by Lift Manufacturing or Installation Company.  
 Fireman Evacuation Lift and the staircase attached to it shall be clearly marked mentioning FIRE ESCAPE LIFT/STAIRCASE at each landing door at each floor level.  
 The smoke check lobby with evacuation lift shall have positive level difference of minimum 75 mm with respect to staircase landing or mid landing level to avoid ingress of water in fireman lift shaft.

**10) ESCAPE ROUTE FROM FLAT TO STAIRCASE (FOR EACH WING 'A' & 'B'):-**

Corridor / lift lobby at each floor level shall be ventilated to the outside air as shown on the plan & shall be kept free from obstructions at all times.  
 Permanent ventilation in form of grill provided to the corridor / lift lobby / staircase area shall not be bricked up or closed at any time in the future.  
 All Flat entrance doors, Kitchen doors (if provided) shall be of solid core having fire resistance of not less than one hour. Rolling shutters for commercial / shop shall have fire resistance of not less than one hour.

**11) ENTRANCE DOORS (FOR EACH WING 'A' & 'B'):-**

All Flat entrance doors, Kitchen doors (if provided) shall be of solid core having fire resistance of not less than one hour. Rolling shutters for commercial / shop shall have fire resistance of not less than one hour.

**12) ELECTRIC CABLE DUCT AND ELECTRIC METER PANEL (FOR EACH WING 'A', 'B' & 'C'):-**

Electric cable duct shall be exclusively used for electric cables and should not open in staircase enclosure.  
 Inspection doors for duct shall have two hours fire resistance.  
 Electric ducts shall be sealed at each floor level with non-combustible materials such as vermiculite concrete. No storage of any kind shall be done in electric shaft.  
 Electric wiring/ cable shall be non-toxic, non-flammable, fire retardant, low smoke hazard having copper core / fire resistance for the entire building with provision of DLCB/MCB.  
 Electric meter panels shall be provided at location marked on the plan. It shall be adequately ventilated & easily accessible.

**13) ESCAPE ROUTE LIGHTING (FOR EACH WING 'A', 'B' & 'C'):-**

Escape route lighting (staircase and corridor lighting) shall be on independent circuits as per rules.

**14) FIRE FIGHTING REQUIREMENTS (FOR EACH WING 'A', 'B' & 'C'):-**

**A) UNDERGROUND WATER STORAGE TANK (COMMON FOR EACH WING 'A', 'B' & 'C'):-**  
 An underground water storage tank of 3,00,000 liters capacity shall be



inform this department if the same is found to be more for levying the additional scrutiny fees if any.

The width of the Abutting road / Access road, Open spaces mentioned in this N.O.C. are as per plans submitted by the Licensed Surveyor, attached herewith E.E.B.P.(W.S) shall verify these parameters, civil work and all other requirement pertaining to Civil Engineering side including abutting road / access road width, open space, staircase, common corridor, floor occupancy/ floor wise users, height of building, lobby ventilation etc as per DCPR 2034. If the same is not as per DCPR2034, this proposal shall be referred back to this department.

This N.O.C is issued for the proposed building from Fire Risk / Fire Safety point of view only. The plans approved along with this N.O.C. are approved from Fire Risk / Fire Safety point of view only. Approval of this plan does not mean in any way of allowing construction of the building. It is the Licensed Surveyor / Developer's responsibility to take necessary prior approval from all concerned competent authorities for the proposed construction of the building.

This proposal is considered subject to Hon. M.C.s approval as L.S. has provided access to wing 'C' through compulsory open space of wing A & D.

Notes for E.E.(R.P.)W.S., Architects/License Surveyor.

1. The Area Calculation submitted by the Licensed Surveyor in the plans shall be verified by E.E.B.P.(W.S) & if any change from the proposal shall be referred back to this department.
2. The schematic drawings/plans of Sprinkler system, Smoke detection System, Wet riser system, Public Address system etc, shall be got approved from CFO prior to installation. The fire-fighting installation shall be carried out by approved Licensed Agency.
3. There shall be no tree or any obstruction allowed in the compulsory open spaces and the same shall be kept free of obstruction all times for maneuvering of fire- appliances. Further, necessary permissions shall be obtained from Sup. of Garden Dept./ Tree Officer & competent Municipal Authorities regarding shifting / replanting of the existing trees (if any) in the compulsory open space of the building.
4. E.E.B.P.(W.S) shall verify civil work and all other requirement pertaining to Civil Engineering side including abutting road / access road width, open space, staircase, common corridor, floor occupancy/ floor wise users, height of building, lobby ventilation etc as per DCPR 2034 & orders of Hon. Supreme Court. If the same is not as per DCPR2034, this proposal shall be referred back to this department. If any matter in this proposal violates DCPR 2034 then L.S. & E.E.B.P. WS are requested to refer to this dept. Licensed Surveyor has already submitted documents and plans to this Department for obtaining N.O.C. from fire safety point of view but all the documents & plans should be scrutinized by E.E.(B.P.)WS and get it confirmed, if anything wrong, refer back to this Department and actual width of Access Road in layout shall be scrutinized.
5. As this dept. is issuing N.O.C. as per request from Mr. Nilesh H. Makwana, Licensed Surveyor & plans are directly submitted to this department but not scrutinized by your department prior to submission. One copy of N.O.C. forwarded to you as competent authority for further approval & one copy to Mr. Nilesh H. Makwana, Licensed Surveyor but after your approval this department shall be intimated that whatever action is taken in this regards i.e approval/rejection/ pending shall be intimated to this department with remarks. If no intimation is received to this department then it will be

considered as authority is not willing to intimate this department. No any deviation to allowed by this department. This Certificate is subject to approval & verification of concerned authority of E.E.B.P.(W.S) till then further process shall not be permitted.

7. This N.O.C is issued from Fire Safety Point of view only. The plans are signed only from Fire Safety Point of view. No any violation, deviation, contravention, irregularities etc. are approved by this department.

8. The plans and certificate signed by fire officer from Mumbai Fire brigade, E.E.B.P. W.S. to verify if any objectionable then refer back to this dept.

Digitally signed by  
Pandurang  
Ganpatrao  
Dudhal  
Divisional Fire Officer

Digitally signed by  
SHYAM  
BHAGWAY  
KHARBADE  
Deputy Chief Fire

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भारतीय विमानचारा प्राधिकरण  
AIRPORTS AUTHORITY OF INDIA

Gaurima Kobra (Partner of M/s. Kobra & Associates)

Mangalya, Office No. 2, 1st Floor,  
Vidyasagar Marg Road No. 17, Off  
M.G. Road, Colaba, Mumbai - 400002

Date: 26/09/2016  
Valid Upto: 25/09/2021

No Objection Certificate for Height Clearance

1. This NOC is issued by Airports Authority of India (AAI) in pursuance of responsibility conferred by and as per the provisions of Gazette of India (Ministry of Civil Aviation) under GSR751 (E) dated 30th Sep. 2015 for Safe and Regular Aircraft Operations.

2. This office has no objection to the construction of the proposed structure as per the following details:

NOC ID:	30110AVESTH07070101491925
Applicant Name*	Devrajnagar Station, Trapani
Site Address*	GTS No. 73, 33/1 to 65 of Bulambur Ward, M.G. Road, PVS Ward, Goregaon (W) Mumbai, 400042, Maharashtra
Site Coordinates*	72.803196107095069, 71.5033072197002595, 71.5034311910925104, 71.5034321910925104
Site Elevation in mtrs AMSL as submitted by Applicant*	14.35 M
Permissible Top Elevation in mtrs Above Mean Sea Level (AMSL)	144.38 M (Restricted)

\*As provided by applicant

1. This NOC is subject to the terms & conditions as given below:

a. Permissible Top Elevation has been issued on the basis of Site coordinates and Site Elevation submitted by Applicant. AAI neither owns, the responsibility nor authenticates the correctness of the site coordinates & Site Elevation provided by the applicant. If at any stage it is established that the actual data is different, this NOC will stand null and void and account will be taken as per law. The office message of the concerned aerodrome may initiate action under the Aircraft (Demolition of Obstructions caused by Buildings and Trees etc) Rules, 1994

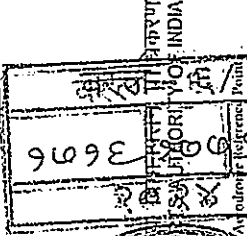
b. The Structure height (including any superstructure) shall be calculated by subtracting the Site Elevation in AMSL from the Permissible Top Elevation in AMSL i.e. Maximum Structure Height - Permissible Top Elevation equals to Site Elevation.

c. The issue of the 'NOC' is further subject to the provisions of Section 4-A of the Indian Aircraft Act, 1934 and any modifications issued there under from time to time including the Aircraft (Demolition of Obstructions caused by Buildings and Trees etc.) Rules, 1994.

d. No radio/TV Antenna, lighting arrester, surges, Muzzle, Overhead wire tank and attachments of fixtures of any kind shall project above the Permissible Top Elevation of 144.38 M (Restricted), as indicated in para 2.

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भारतीय विमानचारा प्राधिकरण  
Rajy Gadhil Bhawan  
Saldajung Airport, New Delhi-110003  
दूरभाष : 24632950  
Phone: 24632950



e. Only use of oil fired or electric power is permissible. Any other type of power used for the construction of structure is not permitted. The certificate is valid for a period of 10 years from the date of issue. The certificate shall be renewed before its expiry. The certificate shall be valid for a period of 10 years from the date of issue. The certificate shall be renewed before its expiry. The certificate shall be valid for a period of 10 years from the date of issue. The certificate shall be renewed before its expiry.

f. No light or a combination of lights which by reason of its intensity, configuration or colour may cause confusion with the aerodrome ground lights of the Airport shall be installed at the site at any time, during or after the construction of the building. No activity shall be allowed which may affect the safe operations of flights.

g. The applicant will not require a claim compensation against aircraft noise, vibrations, damages etc. caused by aircraft operations or in the vicinity of the airport.

h. Day markings & night lighting with secondary power supply shall be provided as per the guidelines specified in chapter 4 and appendix 6 of Civil Aviation Requirement Series 'B' Part 1 Section 4, available on DGCA India website: [www.dgca.nic.in](http://www.dgca.nic.in)

i. The applicant is responsible to obtain all other statutory clearances from the concerned authorities including the approval of building plans. This NOC for height clearance is to ensure the safe and regular aircraft operations and shall not be used as a declaration for any other purpose without the consent of the concerned authority.

j. This NOC has been issued in accordance with the Civil Aviation Requirements. Applicant needs to seek separate NOC from Defence. If the site lies within their jurisdiction.

k. In case of any discrepancy/interpretation of NOC letter, English version shall be valid.

l. In case of any dispute w.r.t site elevation and/or AGL height, top elevation in AMSL shall prevail.



Chairman NOC Committee  
Region 5 (Mumbai)

Address: General Manager, Airports Authority of India, Regional Headquarters, Western Region, Opp. Postwala, Sahar Road, Vile Parle (E)

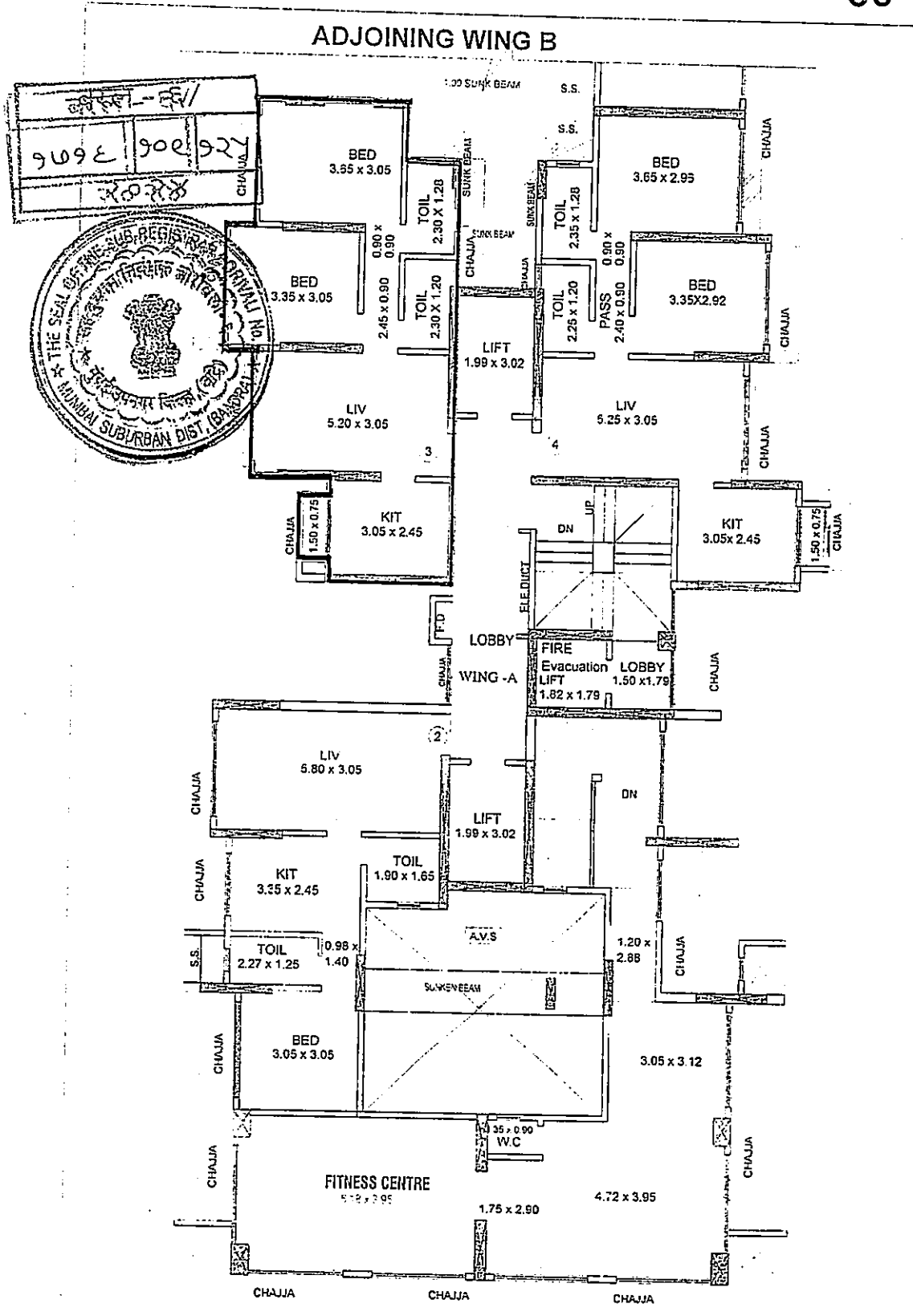
Email ID: [mvw@mumbai@gmail.com](mailto:mvw@mumbai@gmail.com)  
Contact No: 022-24631937

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भारतीय विमानचारा प्राधिकरण  
Rajy Gadhil Bhawan  
Saldajung Airport, New Delhi-110003  
दूरभाष : 24632950  
Phone: 24632950







4TH FLOOR PLAN  
WING - A

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FOR KABRA & ASSOCIATES

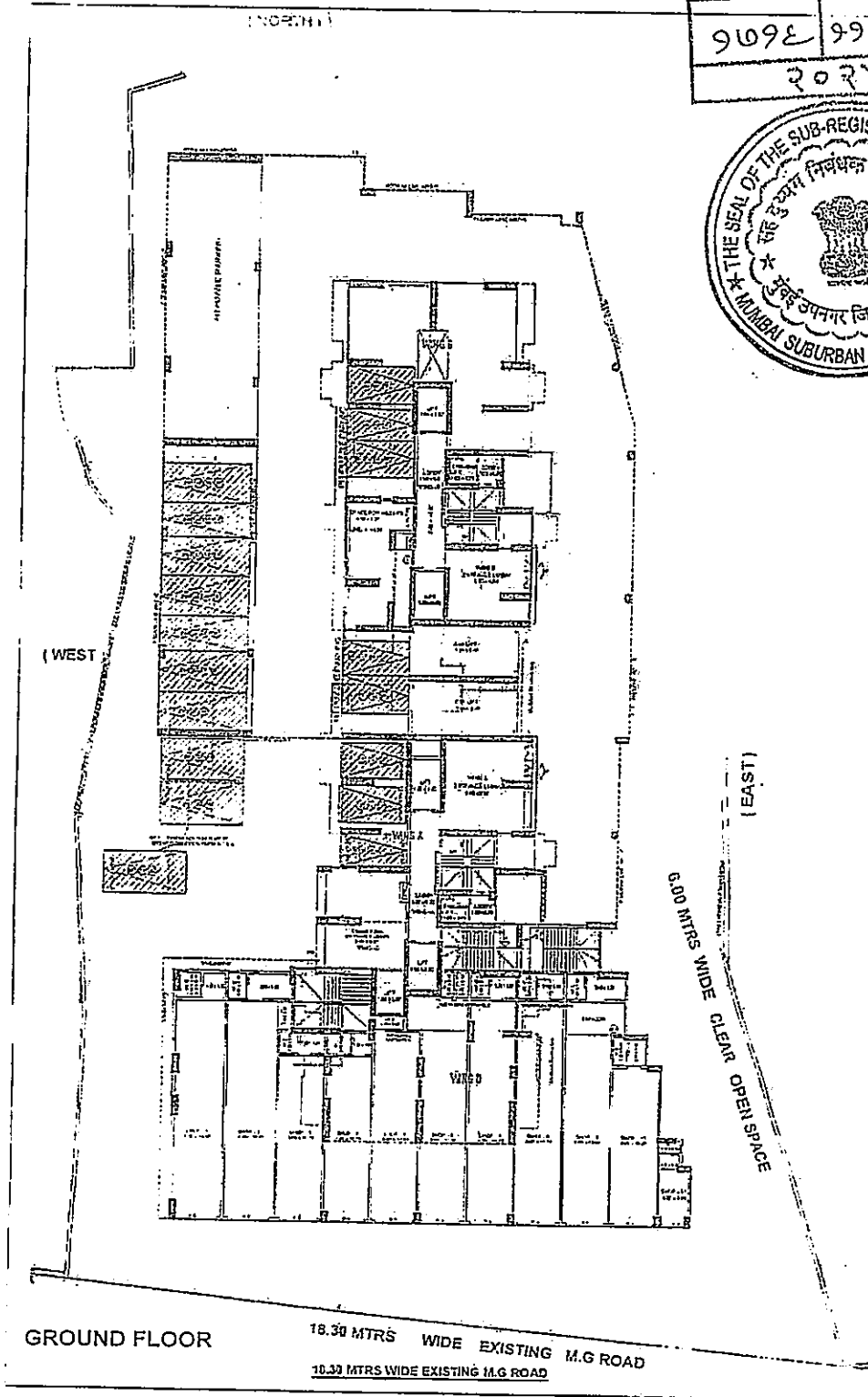
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PARTNER



# ANNEXURE "11"

37

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TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

Those pieces or parcel of land or ground bearing C.T.S. No.73, 73/1 of Village Pahadi Goregaon (W), admeasuring 3953.3 sq. mtrs own as 'Belwalkar Wadi' at M. G. Road, Goregaon (West), Mumbai-400 062.

Under instructions of M/s. Kabra & Associates with its registered address at 10<sup>th</sup> Floor, Kamia Hub, IN. S. Road No.1, JVPD Scheme, Vile Parle (W), Mumbai 400049, I have perused all the relevant records and the search report in respect of the ownership title to the above referred property.

The present owners and possessors of the above referred property are Smt. Vimal Mohan Belwalkar and other family members and have today no encumbrances of any form, except for the registered Development Agreement and Power of Attorney, both dated 21<sup>st</sup> December, 2014 and Supplemental Agreement and POA both dated 01<sup>st</sup> June, 2017, with M/s. Kabra & Associates for the development of the said property.

In the circumstances, it is my considered opinion that Smt. Vimal Mohan Belwalkar and other family members have a good and clear title to the above referred property.

Dated this 20<sup>th</sup> day of June, 2019  
at Mumbai.

For ROSHAN ALWA & ASSOCIATES  
Advocates  
Bombay High Court.



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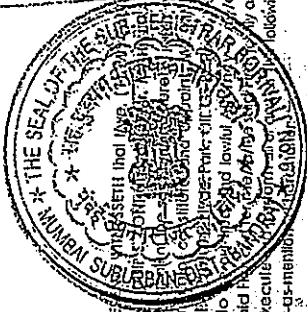
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NOW KNOW YE AND THESE PRES... THE SEAL OF THE REGISTRAR OF ASSURANCES, MUMBAI

- 1. To appear before this Sub Registrar, the Registrar of Assurances or any other Officer of officers or any Appropriate Registering Authority and to present and lodge for registration and to admit, execution for and on my/our behalf, the said Documents or any of them, executed by me/it or to be executed by me/it...

AND GENERALLY, TO DO ALL other acts, matters and things as may be from time to time required under the provisions of the Indian Registration Act, 1908 and/or any other law for the time being in force which may be required or necessary for the due registration of the said Documents and to expedite and to complete the registration thereof in the best interest of my/ourself.



The Specific Power of Attorney granted will be valid, subsisting and binding for the period of THREE YEARS from the date of registration. We hereby agree to rally and confirm all and whatever my/our Attorney shall do or cause to be done by or on behalf of us in pursuance of the aforesaid Power of Attorney.

WITNESS WHEREOF I have hereunto set and subscribed our hands at Mumbai on this 22nd day of February 1993. Sd/- [Signature]

SPECIFIC POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME We, (1) Mr. GAUTAM JAIGOPAL KABRA of Mumbai, Indian Inhabitant residing at Next Green Acres, A-64, 4-Bunglows Junction, Opp. Sharma Chowk, Andheri (W), Mumbai 400 053 and/or (2) Mr. DILIP S. SONI of Mumbai, Indian Inhabitant, residing at A-602, Rusli Towers, Next to Green Acres, Lohandwala Complex, Andheri (W), Mumbai: 400053 and/or (3) Mr. MAHENDRA S. SONI of Mumbai, Indian Inhabitant, residing at 407 Towers, Next to Green Acres, Lohandwala Complex, Andheri (W), Mumbai: 400053, do each of us hereby SEND GREETINGS

22-2-93

WHEREAS:

(a) We are in continuation business and having projects in Mumbai and Mumbai Suburban District and for that time to time forming, Proprietorship firm, Partnership firm, LLP, Partnership firm, Association of person for the matter referred to as "the said firm" and we have to execute jointly or severally following documents as Proprietor, Director of Company, Partner of the firm;

(b) We jointly and/or severally sign and execute several deeds, documents, instruments and writings including Development Agreement, Re-Development Agreement, Joint Venture Agreement, Permanent Allotment Accommodation Agreement, Agreement for Repossession, Agreements for Sale, Conveyances, Indenture, Agreements to Assign, Sale Deeds, Rectification Deeds, Supplemental Deeds, Release Deeds, Lease Deeds, leave and license Agreements, Declarations, Affidavits, Undertakings, Indemnity bond, Transfer Documents including agreements with tenants, Tenancy Transfer Agreements, Tenancy Creation Agreements, Surrender of Tenancy, etc. (hereinafter referred to as the said "Documents"), have the same or any one or more of them registered under the provisions of the applicable laws, and to appear before and present to and lodge with the Sub-Registrar of Assurances appointed under the Registration Act 1908 of Mumbai, Mumbai Suburban District, Maharashtra and/or other places in India and/or any other Officer or officers or any Appropriate Registering Authority for that purpose and admit my/our/the said firm execution thereof;

(c) We are personally unable to attend before the Sub-Registrar and admit execution of such several documents so we are desiring to appoint some fit and proper persons to represent me/us/the said firm for the purposes hereinafter set forth.

[Handwritten signature and notes]

SIGNED AND DELIVERED by the withinnamed "EXECUTANTS":

Name	Signature	LT Impression	Photo
GAUTAM JAIGOPAL KABRA			
DILIP S. SONI			
MAHENDRA S. SONI			

In the presence of  
 1. TRAIBHIRAJ TRIPATHI  
 2. VISHU  
 ACCEPTANCE -SUI-CONFIRMATION

I, MR. NIMISH ASHOK UPADHYAY, the attorney above named do hereby accept to act as-duty conlited attorney of the Executants above named as per this Power of Attorney being executed. My specimen signature is made hereunder in confirmation of the same.

Name	Signature	LT Impression	Photo
NIMISH ASHOK UPADHYAY			

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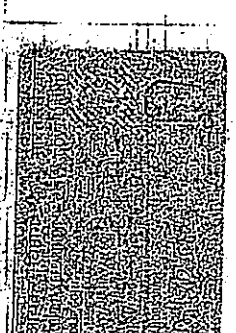
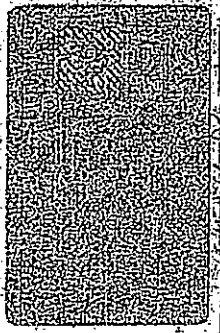
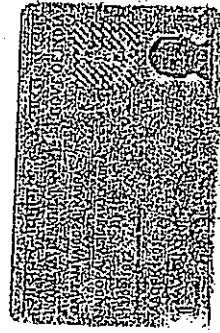
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जिल्हा अधिकाऱ्यांचे कार्यालय  
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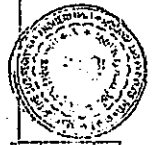
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आपला खाते क्रमांक / Your Account No. :  
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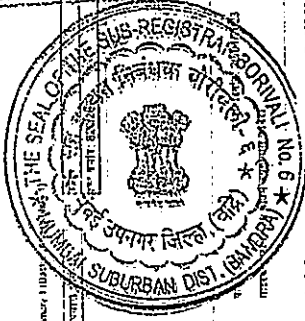
आपला खाते क्रमांक / Your Account No. :  
 ६२६-०-१९३

आपला खाते क्रमांक / Your Account No. :  
 ६२६-०-१९३





संख्या - १६/१  
१७९ ए ११९ १२५



१०९०१११  
२०२३  
दिनांक: २०/०१/२०२३  
२०२३  
२०२३  
२०२३

₹. 100.00  
₹. 250.00  
₹. 350.00

१०९०१११

१०९०१११

१०९०१११


१०९०१११

१०९०१११

१०९०१११



१०९०१११

 <b>Document Handling Charges</b> Inspector General of Registration & Stamps	
Receipt of Document Handling Charges	
PFIH 2001202301311	Receipt Date 20/01/2023
Received from Gauram Kobra, Mobile number 9900009000, an amount of Rs. 250/- towards Document Handling Charges for the Document to be registered on Document No. 826 dated 20/01/2023 at the Sub Registrar office Joint S.R. Andheal 1 of the District Mumbai Suburban District.	
DEFAECED ₹ 250 DEFAECED	
Payment Details	
Bank Name SBIN	Payment Date 20/01/2023
Bank PAN - 10004162023012001215	NEFT No. 302099345060
Debitor No 2001202301311D	Debitor Date 20/01/2023
This a computer generated receipt, hence no signature is required	

१०९०१११



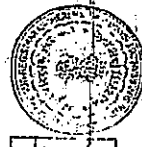
बरल - ६/  
१०९६ ११० १२५  
२०२४



Sl. No.	Purchaser	Type	Vendor	CRISIL	Amount	Unit	Deface Number	Deface Date
1	GAUTAM JAGDIPAL KADIA AND OTHERS	CHAS	100004020231030016	1010140310330223P	500.00	SD	00003035672023	20/01/2023
2	GAUTAM JAGDIPAL KADIA AND OTHERS	DHC	200120220111	200120220111D	200	RF	00003035672023	20/01/2023
3	GAUTAM JAGDIPAL KADIA AND OTHERS	CHAS	1010140310330223P	1010140310330223P	100	RF	00003035672023	20/01/2023

820 2023

1. It is Stamped Document for purchase through (through) paper on a (on) printed (on) stamp.  
2. It is Stamped Document for purchase through (through) paper on a (on) printed (on) stamp.  
For details, please refer to the website: [www.maharajprakashan.com](http://www.maharajprakashan.com)



बरल - ३  
१०९६ ११३ ११३  
२०२३

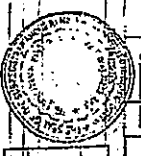
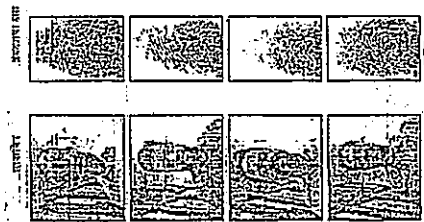
पुस्तक कायदा अधिनियम, १९०८ के अन्तर्गत  
पुस्तक कायदा अधिनियम, १९०८ के अन्तर्गत  
पुस्तक कायदा अधिनियम, १९०८ के अन्तर्गत  
पुस्तक कायदा अधिनियम, १९०८ के अन्तर्गत

Summary-2

20/01/2023 11:09:55 AM

20/01/2023 11:09:55 AM

20/01/2023 11:09:55 AM



बरल - ३  
१०९६ ११३ ११३  
२०२३

1. ...  
2. ...  
3. ...  
4. ...

1. ...  
2. ...

20/01/2023 11:09:55 AM

20/01/2023 11:09:55 AM

20/01/2023 11:09:55 AM

कररत्ना - ६/		
१७१६	१२१	१२५
२०२४		

## घोषणापत्र



मौज्जा वय ४१ वर्षे, धंदा मोज्जा राहणार ३१०  
 करतो कि, दुय्यम निबंधक अंधेरी / बोरिवली यांचे कार्यालयात करारनामा  
 या शीर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. गौतम काबरा, भागीदार -  
 काबरा अँड अससोसिएट यांनी दि. २०/०१/२०२३ रोजी मला दिलेल्या  
 कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे/ निष्पादित करून  
 कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी रद्द केलेले नाहीं किंवा  
 कुलमुखत्यारपत्र लिहून घेणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही  
 कारणांमुळे कुलमुखत्यारपत्र रद्दबादल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध  
 असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे.

सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये  
 शिक्षेस मी पात्र राहिन याची मला जाणीव आहे.

दिनांक : १९/०१/२०२४

कुलमुखत्यारपत्रधारकाचे नाव व सही

आयकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT. OF INDIA  
KABRA AND ASSOCIATES

01/10/2001  
AAEFK2000E

वरल - ६/		
१०९६	१२२	१२५
२०२४		



आयकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT. OF INDIA

GAUTAM JAIGOPAL KABRA  
JAIGOPAL ASHARAMJI KABRA

13/09/1972  
Permanent Account Number

AACPK1403F

*[Signature]*



PERMANENT ACCOUNT NUMBER

AAIPU1372R

नाम / NAME  
NIMISH ASHOK UPADHYAY

पिता का नाम / FATHER'S NAME  
ASHOK UPADHYAY

जन्म तिथि / DATE OF BIRTH  
27-04-1975



*[Handwritten signature]*

आयकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT. OF INDIA

TRIVENI RAUT

LAL RAUT

05/04/1980

Permanent Account Number

AVBPR9955P

*[Signature]*

Signature



*[Handwritten signature]*

आयकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT. OF INDIA

VIPUL ASHOK CHAVAN

ASHOK CHAVAN

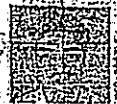
21/12/1987

Permanent Account Number

AHTPC6624Q

*[Signature]*

Signature




*[Handwritten signature]*



भारत सरकार  
GOVERNMENT OF INDIA

प्रियंका पी कुमथा  
Priyanka P. Kumtha  
जन्म वर्ष / Year of Birth 1985  
स्त्री / Female



4898 7729 0367

आधार - सामान्य माणसाचा अधिकार

*AK*

बरेल - ६/  
९७९९ ९२३ ९२५  
२०२४



भारतीय विशिष्ट ओळख प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता : एन ७/८, गणपती निवास, गोंगाव  
पश्चिम, वायव्य नगर, मुंबई, महाराष्ट्र.  
400०९०

Address: N 7/8, GANPATI  
NIWAS, GOREGAON WEST  
Bangur Nagar, Mumbai (Sub  
Urban), Maharashtra, 400090

389/1716

शुक्रवार, 19 जानेवारी 2024 8:27 म.नं.

दस्त गोषवारा भाग-

वरल-6

दस्त क्रमांक: 1716/2024

दस्त क्रमांक: वरल-6 /1716/2024

वाजार मूल्य: रु. 1,06,11,881/- मोबदला: रु. 1,70,37,000/-

भरलेले मुद्रांक शुल्क: रु.8,51,850/-

मुद्रांक शुल्क माफी असल्यास तपशिल :-

1) Mudrank 2021/UOR12/CR107/M1 (Policy) : For Women : Mudrank 2021/UOR12/CR107/M1 (Policy) : For Women - Corporations Area

दु. नि. सह. दु. नि. वरल-6 चांचे कार्यालयात

पावती:1990

पावती दिनांक: 19/01/2024

अ. क्र. 1716 वर दि.19-01-2024

सादरकरणाचे नाव: प्रियंका प्रवीण कुमठा

रोजी 8:25 म.नं. वा. हजर केला.

नोंदणी फी रु. 30000.00

दस्त हानाळणी फी रु. 2500.00

पृष्ठांची संख्या: 125

एकुण: 32500.00

दस्त हजर करणाऱ्याची सही:

सह. दुय्यम निबंधक, बोरीवली क्र. ६,

मुंबई उपनगर जिल्हा.

दस्ताचा प्रकार: करारनामा

सह. दुय्यम निबंधक, बोरीवली क्र. ६,

मुंबई उपनगर जिल्हा.

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात.

शिक्षा क्र. 1 19 / 01 / 2024 08 : 25 : 35 PM ची वेळ: (सादरीकरण)

शिक्षा क्र. 2 19 / 01 / 2024 08 : 26 : 58 PM ची वेळ: (फी)

## प्रतिज्ञापत्र

• सदर दस्तावेज हा नोंदणी १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. • दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. • दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निष्पादक व कमुलीधारक हे संपूर्णपणे जबाबदार राहतील.

लिहून देणारे:

लिहून घेणारे:


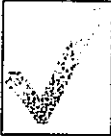


वरल - ६/  
१०९६ १२४ १२५  
२०२४





19/01/2024 8 33:42 PM





दस्त क्रमांक :वरल-6/1716/2024  
दस्ताचा प्रकार :-करारनामा

अनु क्र.	पदाकाराचे नाव व पत्ता	पदाकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:मैलर्स कायरा अँड असोसिएट्स चे पार्टनर गौतम कायरा वर्फे मुखत्यार निमित्त अशोक उपाध्याय पत्ता:प्लॉट नं: ऑफिस , माळा नं: 10 वा मजला , इमारतीचे नाव: कमला हव , ब्लॉक नं: विलेपार्ले पश्चिम मुंबई , रोड नं: एन एस रोड नं. 1, जेव्हीपीडी स्कीम , महाराष्ट्र, MUMBAI. पिन नंबर:AAFFK2000F	लिहून देणार वय :-49 स्वाक्षरी:-		
2	नाव:प्रियांका प्रवीण कुमठार पत्ता:प्लॉट नं: एन7-8, माळा नं: -, इमारतीचे नाव: गणपती निवास , ब्लॉक नं: गोरगांव पश्चिम मुंबई , रोड नं: बांगूर नगर , महाराष्ट्र, MUMBAI. पिन नंबर:AYNPK3613Q	लिहून देणार वय :-38 स्वाक्षरी:-		

चरीन दस्तऐवज करून देणार तयारकीत करारनामा चा दस्त ऐवज करून दिल्याचे फुलु करतात.  
शिकका क्र.3 ची वेळ:19 / 01 / 2024 08 : 32 : 49 PM

ओळख:-

छात्रील इत्तन असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पदाकाराचे नाव व पत्ता	पदाकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:दिवेणी राजत वय:43 पत्ता:ऑफिस , 10 वा मजला , कमला हव , एन एस रोड नं. 1, जेव्हीपीडी स्कीम, विलेपार्ले पश्चिम मुंबई, पिन कोड:400049	स्वाक्षरी		
2	नाव:विपुन चव्हाण वय:35 पत्ता:ऑफिस , 10 वा मजला , कमला हव , एन एस रोड नं. 1, जेव्हीपीडी स्कीम, विलेपार्ले पश्चिम मुंबई, पिन कोड:400049	स्वाक्षरी		

शिकका क्र.4 ची वेळ:19 / 01 / 2024 08 : 33 : 26 PM

सह: दुय्यम निबंधक, बोरिवली क्र. ६

मुंबई उपनगर जिल्हा.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	KABRA AND ASSOCIATES	eSBTR/Simple Receipt	03006172023122350790	MH013513357202324R	₹51850.00	SD	0007542934202324	19/01/2024
2		DHC		0124191115763	2000	RF	0124191115763D	19/01/2024
3		DHC		0124196418583	500	RF	0124196418583D	19/01/2024
4	KABRA AND ASSOCIATES	eSBTR/SimpleReceipt		MH013513357202324R	30000	RF	0007542934202324	19/01/2024

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

909E 924 904  
2024  
1. Verify Scanned Document for correctness through  
2. Get print immediately after registration.

प्रमाणित करणेत येते की, या दस्तामध्ये एकूण ३२५ पाने आहेत. 1716 /2024  
पुस्तक क्र. १/दरल-६/२०१९ २०२४  
दिनांक १९ JAN. 2024



सह. दुय्यम निबंधक, बोरिवली क्र. ६,  
मुंबई उपनगर जिल्हा.