

APE
SBI- Administrative office Zonal Fort



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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 :
P51900051220

Project: Pole Star , Plot Bearing / CTS / Survey / Final Plot No.:**40/26** at **Mumbai City, Mumbai City, Mumbai City, 400014;**

- Om Shanti Housing Development Company** having its registered office / principal place of business at Tehsil: **Mumbai City, District: Mumbai City, Pin: 400013.**
- 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 (l) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - The Registration shall be valid for a period commencing from **08/06/2023** and ending with **31/12/2027** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date:08-06-2023 16:45:56

Dated: **08/06/2023**
Place: **Mumbai**

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



BRIHANMUMBAI MAHANAGAR PALIKA

Received with Thanks from :- **Assessment and Collection PG** PG.Tm No.10011702024052900213
Billing Name : **SHRI M P DUMASIA** Date : 29/05/2024 14:06:12
Assessee's Name : **MEHERJI PESTONJI DUMASIA, MEHERJI PESTONJI DUMASIA** Receipt No : 2024ACR04786896
Tax : **Property**
Account No **FS1005290010000**

State Code	PAN No.	GST No.	UIN No.	Place of Supply	Registered

Bill No.	Bill Dt.	Amount	ND+W.Fee+M.Pnlty+G.Pnlty+ Dischg.F.+Unlawful+Adm.	Total Dues	Early Bird Discount	Net Payable	Cash/ Chq Amt.
202320BIL21627943	26/02/2024	205178	0+0+0+0+0+0+0	101816	0	101816	101816

Seq.No.	Instrument type	Date	No.	MICR No.	Bank	Status	Amount
1/	e-Pay/	29/05/2024/	170378924/	111	101816	Online Payment(NB)	101816

Net Amount	CGST	SGST	UGST	IGST	Gross Value
101816	0	0	0	0	101816

Total In Words: One Lakh One Thousand Eight Hundred Sixteen Only

Advance Payment

Remark : Full Payment

Type of Collection

HSN/SAC NO. : 999111

MCGM PAN NO. : AAALM0042L

MCGM GST NO. : 27AAALM0042L3Z4

Created By: State Bank of India

Printed By : By Portal/Online

Printed On : 29/05/2024 14:6

Note :- All amount in Rupees

IP-

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MAC-

Proposed by

**BRIHANMUMBAI MUNICIPAL CORPORATION
MUMBAI FIRE BRIGADE**

Office of the Dy. Chief Fire Officer (R-II), Wadala Fire Station, Shaikh Mistry
Dargah road, C.G.S. Colony, Opp. MHADA Colony, Antop Hill, Wadala, Mumbai-
400 037. Telephone No. 24132058 Fax No. 24153027

Sub: Fire fighting & fire protection requirements for the proposed plans for the redevelopment under Regulation 33(7) of DCPR-2034 i.e. construction of High-rise Residential Building on plot bearing C.S. No. 40/26, Plot No. 48K of Dadar Matunga Estate, scheme No. 31, off Dr. Babasaheb Ambedkar road, F/S ward, Mumbai.
Ref: Online proposal u/No. EB/1041/FS/A-CFO/1/New , dated 20/06/2022 by Mr. Ameet Pawar , Architect of M/s. AakarArchitects & consultants, Mumbai.

Mr. Ameet Pawar
Architect,
M/s. AakarArchitects & consultants, Mumbai.

You have uploaded application ,building detail form, proposed plans under redevelopment scheme of Regulation No. 33(7) of DCPR-2034 for the proposed construction of High rise residential building having part basement (-03.50mtrs.) for U.G. water storage tanks, pump room + Ground floor for lift lobby, Electric meter rooms, + girder/service floor + 1st floor to 21st upper residential floors having total height of 69.95mtrs from general ground level to terrace level as shown on plans along with Automated mechanized Pit Puzzle Car Parking system within building line with 04 hours fire resistance walls and having height 07.40 mtrs. & Pit depth -10.85 mtrs. with spiral staircase for pit , as shown on the plans.

➤ **FLOOR WISE USER OF THE BUILDING:-**

Floors	Users	
Basement (-03.50 mtrs.)	U.G. Water Tanks. Pump room	Automated mechanized Pit Puzzle Car Parking system (+07.03 mtrs.) Having pit (-07.10 mtrs.)
Ground floor	Lift lobby, Electrical meter rooms,	
1 st floor to 5 th floor, 7 th floor to 12 th floor, 14 th floor to 21 st floor	02 Nos. of residential flats on each floor	
Service floor in between ground floor & 1 st floor	Girder/Service floor	
6 th floor & 13 th floor	01 No. of residential flat & Refuge area on each floor	
Terrace	L.M.R., O.H.T., Open to sky Terrace	

➤ **DETAILS OF STAIRCASES:-**

Staircase	Width	Type	No. of Staircases
Leading from Basement to top floor Level. (Diverted at ground level)	01.50 mtrs.	Enclosed	01 No.

The proposed staircase is externally located and naturally ventilated to outside air as shown on the plans.

➤ **DETAILS OF LIFT :-**

Lifts Type	Profile	Nos.
Passenger lift	Leading from Ground to Top floor level.	02 Nos.
Fireman evacuation lift	Leading from Ground to Top floor level.	01 No.

One passenger lift will be converted into fire lift as per the norms. The lift lobby at each floor level is directly naturally ventilated to outside air as shown in the plan.

➤ **DETAILS OF CANTILEVER REFUGE AREA:-**

Floor	Refuge area sq. mtrs.		Height mtrs.
	Required	Proposed	
6 th floor	31.06	32.99	23.55
13 th floor	40.02	40.03	43.85

In addition to that terrace of the building will be treated as refuge area. Refuge area beyond 4.25% shall be counted in FSI

- You have shown on the plan that the plot abuts on 09.15 mtrs.wide existing Shankar Abaji Palav Marg on south side, 48.78 mtrs. wide Dr. Babasaheb Ambedkar road on the east side & 09 mtrs. wide internal access road on the North side

➤ **DETAILS OF PROPOSED OPEN SPACES:-**

Sides	Open Spaces
North	09.00 mtrs. wide internal access road
South	03.00 mtrs. to 03.79 mtrs. + 09.15 mtrs. wide Shankar Abaji Palav Marg
East	01.50 mtrs to 01.64 mtrs. + 48.15 mtrs. wide Dr. Babasaheb Ambedkar road.
West	01.50 mtrs to 03.13 mtrs.

➤ **The proposal is considered favourably in view of the following facts:-**

- That, you have stated that the proposal falls under Regulation 33(7) of DCPR-2034.
- That, you have shown on the plan that the plot abuts on the plot abuts on 09.15 mtrs.wide existing Shankar Abaji Palav Marg on south side, 48.78 mtrs. wide Dr. Babasaheb Ambedkar road on the east side & 09 mtrs. wide internal access road on the North side
- That, you have proposed refuge areas within building line facing to roadside as shown on the plans.
- That, Inbuilt fixed fire-fighting system such as wet riser-cum down comer system, courtyard hydrant system, fire alarm system, automatic smoke/heat detection system, automatic sprinkler system, automatic drencher system, public-address system etc. are also recommended to do the compliance.
- That, you have applied online as per E.O.D.B. procedure, you are also requested to get the plans scrutinized as per DCPR-2034 & get verified all the other requirements pertaining to civil Engineering side including open spaces, corridors,

staircases, height, Floor occupancy etc. of the building from competent authority and if these plans are not approvable then these fire protection and fire-fighting requirements shall be treated as cancelled. Proposal shall be referred back to this department for fresh fire protection and fire-fighting requirements. Also till then further process of issuing I.O.D. & C.C. shall not be permitted by the competent Authority.

In view of above as far as this department is concerned, the fire-fighting & fire-protection requirements, are stipulated below to do the compliance ,for the proposed plans of High rise residential building having part basement (-03.50mtrs.) for U.G. water storage tanks, pump room + Ground floor for lift lobby, Electric meter rooms, + girder/service floor + 1st floor to 21st upper residential floors having total height of 69.95mtrs from general ground level to terrace level as shown on plans along with Automated mechanized Pit Puzzle Car Parking system within building line with 04 hours fire resistance walls and having height 07.40 mtrs. & Pit depth -10.85 mtrs. , with spiral staircase for pit ,as shown on the plans , signed in token of approval, are as follows;

1) ACCESS:-

- a) There shall be no compound wall on the road sides i.e. 09.15 mtrs. wide existing Shankar Abaji Palav Marg on south side,48.78 mtrs. wide Dr. Babasaheb Ambedkar road on the east side & 09 mtrs. wide internal access road on the North side
- b) Courtyard shall be flushed with road levels.
- c) Archways, if any over the entrance gates, shall have height clearance of not less than 6.00 mtrs.

2) COURTYARDS:-

- a) The available courtyards on all the sides of the building shall be paved suitably to bear the load of fire engines weighting up to 48 M. tones with point load of 10 kg/sq cm.
- b) All the courtyards shall be in one plane.
- c) No structure of any type other than permitted shall be constructed in courtyards of the building.

3) STAIRCASE:-

- a) The flight width of staircase 01.50 mtrs. as shown on the plans shall be maintained throughout its length.
- b) The layout of the staircases shall be of enclosed type & externally located throughout their height as shown on the plans.
- c) Externally located staircases adequately ventilated to outside air.
- d) Permanent vent at the top equal to 5% of the cross sectional area of the staircases shall be provided.
- e) Open able 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.

➤ **Terrace Staircase Door Manners:**

The terrace door shall be provided in the following manners:

- a) The top half portion of the door shall be provided with louvers.
- b) The latch-lock shall be installed from the terrace side at the height of not more than 1 meter.

- 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 the glass.
- d) The door shall either be fitted with magnetic lock connected to console & detection system or shall be synchronized with fire detection and alarm system.

4) PROTECTION TO STRUCTURAL STEEL:-

- a) All the structural steel members i.e. columns, beams, etc., shall be protected with the fire resisting materials and methods as stipulated under IS 1942-1960 as application for residential building.
- b) A certificate to that effect that the fire resistance protection has been provided as above shall be furnished from the chartered Structural Engineer at the time of application for occupying the building.

5) ELECTRIC CABLE DUCT & ELECTRIC METER ROOM/PANEL :-

- a) Electrical cable shall be of concealed type and shall not pass through staircase enclosure.
- b) Electric cable duct shall be exclusively used for electric cables & should not open in staircase enclosure.
- c) Electric cable duct 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.
- d) Inspection doors for duct shall have two hours fire resistance. "Form-A" for the installation of F.R.D. from Govt. Approved Licensed agency shall be produced at the time of obtaining compliance certificate.
- e) Electric wiring/ cable shall be non-toxic, non-flammable, low smoke hazard having copper core / fire resistance for the entire building with provision of E.L.C.B. / M.C.B.
- f) Electric meter room/panel shall be provided at location marked on the plans with electric emergency switch at the ground floor level. It shall be adequately ventilated & easily accessible.
- g) Low & medium voltage wiring running in shaft & in false ceiling should run in separate conduits.
- h) Water mains, telephone lines, intercom lines, gas pipes or any other service line should not be laid in the duct for electrical cables; use of bus bar / solid rising mains instead of cables is preferred.
- i) Separate circuits for firefighting pumps, lifts, staircases & corridor lighting shall be provided directly from the main switch gear panel and these circuits shall be laid in separate conduit pipes, so that fuse in one circuit will not affect the others. Such circuits shall be protected at origin by an automatic circuit breaker with its no-volt coil removed.
- j) Master switches controlling essential service circuits shall be clearly labelled & provide in the lobby for emergency operations.
- k) Automatic Smoke detection system incorporate with response indicator shall be installed in electric duct on each floor & in the electric meter room.
- l) All the electrical installations, electrical wirings etc. shall be as per prevailing electricity Act & Rule. The certificate to that effect from the Govt. Approved Licensed electrician shall be produced at the time of obtaining compliance certificate.

6) BASEMENT:- (-03.50 mtrs.)

- a) Basement shall be adequately ventilated. Vents with cross, sectional area (Aggregate) not less than 2.5 percent of the floor area spread evenly around the perimeter of the basement shall be provided in the form of grills or breakable stall boards lights or pavement lights or by way of shafts. Alternatively, a system of air inlets shall be provided at basement floor level and smoke outlets at basement ceiling level. Inlets and outlets may be terminated at ground level with stall boards or pavement lights as before but ducts to convey fresh air to the basement floor level shall have to be laid. Stall boards and pavement lights should be in position easily accessible to the fire Brigade personal and rescue teams and clearly marked 'SMOKE OUTLET' or 'AIR INLET' with an indication of area served at or near the opening.
- b) The basement shall be used for designated purpose only as shown in the plan.
- c) The basement shall be provided with natural as well as mechanical ventilations through the ventilators, open cut outs as shown in the plan.
- d) The staircase of the basement shall be of enclosed type and entry to basement areas shall be through two hours fire resistance self-closing door provided in the enclosed wall of the staircase.
- e) Suitable signage's shall be provided in the basement showing exit direction, way to exits etc.
- f) Smoke check lobby, Staircases, common passages & escape routes of the entire building shall be painted with fire retardant paint.
- g) One Dry Chemical Powder fire extinguisher ABC type of 06 kgs. capacity each shall be kept for every 100 sq. mtrs. area in basement.
- h) Staircase and lift lobby shall have illuminated by inverter operated exits signs with IP 54 enclosure. Luminance of the signages shall be such that they are visible from a distance of 12 to 16 meters

7) LIFT:-

A. PASSANGERS LIFT:-

- a) Walls enclosing lift shaft shall have a fire resistance of not less than two hours.
- b) Shafts shall have permanent vent of not less than 0.2 Sq.mtr. in clear area immediately under the machine room.
- c) Landing doors and lift car doors of the lift shall be of steel shuttered with fire resistance of one hour. No collapsible shutter shall be permitted.
- d) One of the lift from each lift bank shall be converted into fire lift and shall be as per specifications laid down under the regulations a toggle switch shall be provided to this lift for the use of Firemen.
- e) Threshold of non-combustible material shall be provided at the entrance of each landing door

B. FIRE LIFT:-

- a) To enable fire services personnel to reach the upper floors with the minimum delay one fire lift shall be provided and shall be available for the exclusive use of the firemen in an emergency.
- b) The lift shall have a floor area of not less than 1.4 sq.mtrs It shall have loading capacity of not less than 545 kg (08 persons lift) with automatic closing doors of minimum 0.8 m. width.
- c) The electric supply shall be on a separate service from electric supply mains in a building and the cables run in a route safe from fire that is within the lift shaft Light & Fans in the elevators having wooden panelling or sheet steel construction shall be operated on 24 volt supply.

- d) Fire lift should be provided with a ceiling hatch for use in case for emergency so that when the car gets stuck up, it shall be easily openable.
- e) In case of failure normal electric supply, it shall automatically changeover to alternate supply. For apartment, this changeover of supply could be done through manually operated changeover switch. Alternatively, the lift shall be so wired that in case of power failure it comes down at the ground level and comes to stand-still with door open.
- f) The operation of 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 or on a priority control device. When the switch is off, the lift will return to normal working. Then this lift can be used by the occupants in normal times.
- g) The words "Fire lift" shall be conspicuously displayed in fluorescent paint on the lift landing doors at each floor level.
- h) The speed of the fire lift shall be such that it can reach the top floor from ground level with in one minute.
- i) Fire lift shall be constructed as per prevailing standard.

C. FIREMAN EVACUATION LIFT:-

- 8) 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/parking floor where facility of assembly or evacuation is available in case of emergency.
- 9) Fireman Evacuation Lift shall be housed in a separate core having smoke check lobby with opening on 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. Alternatively, firemen evacuation lift shall be provided on every mid-landing of one of the enclosed staircases of the building and the staircase shall be protected with smoke check lobby by means of fire resistance door/ fire curtain or fire resistance glass having two hours rating.
- 10) All the requirements pertaining to civil and electrical aspects mentioned in NBC for Fire Lift shall be applicable for Fireman Evacuation Lift.
- 11) 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.
- 12) Fireman Evacuation Lift shall have emergency operation switch which will be only operated by fire brigade personnel. On actuation 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 emergency operation switch shall also be provided in the ground floor lobby.
- 13) 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.
- 14) Two-way communication systems shall be provided in Fireman Evacuation Lift car as well as at every landing level including lobby at ground floor.
- 15) All the electrical cable shall be fire retardant with low smoke hazard complying relevant BIS standards.
- 16) Fireman Evacuation Lift car shall be of non-combustible material including interior having minimum two hours resistance.
- 17) Lift maintenance shall be carried out only by Lift Manufacturing or Installation Company.

18) 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.

19) 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.

20) AUTOMATED MECHANISED PUZZLE CAR PARKING:

- a) All the structural steel members of the mechanized car parking block i.e. columns, beams, external cladding with coated steel sheets etc. shall be protected with the fire resisting / retardant materials and methods as stipulated under relevant I.S. specification. A certificate to that effect that the fire resistance protection has been provided as above shall be furnished from the chartered Structural Engineer.
- b) The cars shall be separated by perfect partition of 4.50 mm thick steel pallets between two cars to prevent spread of fire from one level to next level.
- c) The mechanized car-parking block has door at the bottom and covered opening at the top to create natural drafts, to prevent spreading of fire.
- d) The electrical cables used internally shall be fire retardant, and heat resistant of 105 degree centigrade.
- e) Emergency Stop switch shall be installed inside the auto parking system, at the top of the tower, near the driving unit, outside the tower on operation panel & on the main control panel for activation in case of any emergency, for the power cut off to the main motor and all operations to stop.
- f) Stopper shall be installed on each pallet for the maximum position to which the car can be driven onto the pallet.
- g) Blue and Red display lamps indicating whether system is ready to accept the car shall be installed at the entry point of the car. When the red lamp is on, car should not enter into the tower.
- h) Car parking shall be protected with Early Response type Automatic sprinkler system in the form of water spray projector 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 as well as rear side.
- i) Wet riser of internal dia. of 15cms. G.I. 'C' class pipe shall be provided with spiral staircase with single hydrant outlet and connected to the fire service outlet on the external face of the car parking tower directly fronting the courtyards shall be provided to connect the mobile pump of the fire service to the Wet riser.
- j) Drencher system on the top of car parking area shall be provided on the periphery and shall be interfaced with fire detection / alarm system.
- k) Fire detectors (Heat) shall be installed below each pallet to detect any increased temperature beyond 80 degrees centigrade Control Panel on the ground floor.
- l) The car engine shall be shut off at ground level before parking at higher level.
- m) Only trained operator certified by company installing car towers shall operate car parking.

21) STAIRCASE AND CORRIDOR LIGHTINGS:

- a) The staircase and corridor lighting shall be on separate circuits and shall be independently connected so that they could be operated by one switch

installation on the ground floor easily accessible to fire fighting staff at any time irrespective of the position of the individual control of the light points, if any.

- b) Staircase and corridor lighting shall also be connected to alternate supply.
- c) Double throw switches should be installed to ensure that lighting in the staircase and the corridor does not get connected to two sources of supply simultaneously. A double throw switch shall be installed in the service room to terminate the stand-by-supply.
- d) Emergency lights shall be provided in the staircases/corridors.

22) FLAT ENTRANCE KITCHEN DOORS & EXIT/ ENTRANCE STAIRCASE:

- a) Entrance of each occupancy, flat entrance and kitchen doors shall be of solid core having fire resistance of not less than one hour (solid wood of 45mm thickness.)
- b) The fire resistance rating for staircase F.R.D., Lift lobby / protected lobby & the lift doors as per N.B.C. provisions.
- c) "Form-A" for the installation of F.R.D. from Govt. Approved Licensed agency shall be produced at the time of obtaining compliance certificate.

23) REFUGE AREA MID-LANDING LEVEL:-

Refuge areas proposed within building line on the 6th & 13th floor shall confirm the following:

➤ **Manner of refuge area**

- a. The refuge area shall be located as shown in the plan.
- b. The refuge area shall be provided with railing / parapet of 1.20 mtrs.
- c. The refuge area shall have a door which 'shall be painted or fixed with a sign in luminous paint mentioning "REFUGE AREA"
- d. The lift/s shall not be permitted to open directly into the refuge areas.
- e. The refuge area provided within building line shall be accessible from common passage/ staircase.

➤ **Use of refuge area:**

- a. The refuge area shall be earmarked exclusively for the use of occupants as temporary shelter and for the use of Fire Brigade Department or any other organization dealing with fire or other emergencies when occur in the building and also for exercises/drills if conducted by the Fire Brigade Department.
- b. The refuge areas shall not be allowed to be used for any other purpose and it shall be the responsibility of the owner/occupier to maintain the same clean and free of encumbrances and encroachments at all times.

➤ **Terrace floor as a refuge floor:**

- a. The necessary facilities such as emergency lighting, drinking water etc. shall be provided.
- b. The access door/s from the enclosed staircase/s to the terrace floor shall have louvers at top half portion of the door. The entrance doors to the terrace shall be painted or fixed with sign painted in luminous paint mentioning "REFUGE AREA".
- c. Excess refuge area beyond 4.25 % shall be counted in FSI.

24) ELEVATION FEATURES:-

- a) The elevation treatment proposed shall be of non-combustible materials and it should not obstruct fire-fighting activities.
- b) Elevation features of the building shall be as per requirements stated in circular No.- C- 10- vide No. CHE/DP/GEN/110 -2019-2020 dated 30/01/2020.

- c) Supporting system and all framework used for peripheral cladding should be painted with fire retardant paint.
- d) The dead wall portion of the façade, shall be of non-combustible material.
- e) Parapet wall for the proposed connecting terrace portion shall not exceed than 01.50 mtrs. in height.

25) FALSE CEILING (IF PROVIDED):-

False ceiling if provided in the building shall be of non-combustible material. Similarly the suspenders of the false ceiling shall be of non-combustible material.

26) MATERIALS FOR INTERIOR DECORATION / FURNISHING:-

The material which are combustible in the nature and may spread toxic fumes / gases should not be used for interior decoration / furnishing, etc.

27) FIRE FIGHTING REQUIREMENTS:-

A. Under ground water storage tank:

An underground water storage tank of 2,00,000 litres capacity shall be provided at location marked on the plan, as per the design specified in the rules with baffle wall and fire brigade collecting breaching. The layout of which shall be got approved from H.E.'s department prior to erection.

B. Overhead terrace water storage tank:

A tank of 30,000 litres capacity shall be provided on staircase shaft at the terrace level, the layout of which shall be got approved from H. E.'s departments prior to erection. The tank shall be connected to wet risers through a booster pump through a non-return valve gate valve.

C. Wet riser cum down comer:

Wet riser cum down comer of internal dia. of 15 cms. Of G.I. 'C' Class pipe shall be provided with double hydrant outlet & hose reel at each floor in such a way as not to reduce the width of the common corridor. Pressure reducing discs or orifices shall be provided at lower level, so as not to exceed the pressure of 5.5kgs. Per sq. cms.

D. Fire service inlet:

- a) A fire service inlet on the external face of the building near the tank directly fronting the courtyards shall be provide to connect the mobile pump of the fire service independently to the wet riser , sprinkler system.
- b) Breeching connection inlet shall be provided to refill U.G. tank.
- c) Operating switches of fire pumps shall be also provided in glass fronted boxes at ground floor.

E. Automatic sprinkler system:

- a) Automatic sprinkler system shall be provided in entire building including each habitable area in each flat, society office, fitness centre, lift lobby & common corridor at each floor level etc.
- b) Early Response type Automatic sprinkler system in the form of water spray projector 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 as well as rear side in stacked & automated puzzle car parking.

- c) Automatic sprinkler system shall be installed as per the standards laid down by N.B.C. or relevant IS specifications.

F. Fire pump, booster pump, sprinkler pump and jockey pump:

- a) Wet-riser shall be connected to a fire pump at ground level U.G. Tank of capacity 2400 litres/min. capable of giving a pressure of not less than 3.2 kgs / sq. cms.at the top most hydrant outlet along with jockey pump of suitable size.
- b) Booster pump of 900 litres / min capacity giving a pressure of not less than 3.2 kgs./sq.cms.at the top most hydrant out let of the wet riser shall be provided at the terrace level connected to O.H. tank.
- c) Sprinkler pump of suitable capacity along with jockey pump shall be provided for automatic sprinkler system.
- d) Electric supply (normal) to these pumps shall be independent circuit.
- e) Operating switches of booster pumps shall be also provided in glass fronted boxes in lift lobby at ground floor
- f) The fire pumps provided shall be surface mounted type or vertical turbine mounted type and not submersible type.

G. Automatic Drencher System:

Automatic drencher system shall be provided on the periphery at external wall of the top of Automated puzzle car parking areas & shall be connected to the main Sprinkler pump. The automatic drencher system shall be installed as per the standard laid down by T.A.C. & relevant I.S. specifications.

H. External hydrants:

Courtyard hydrants shall be provided within confines of the wet riser for every 30 meters distance around entire building. Hose boxes each with two hoses of length 50 feet RRL standard size and branch shall be kept and equally distributed in courtyard area.

I. Control Panel boards of fire fighting system:

Control Panel boards for Wet riser system; Automatic sprinkler system etc. shall be installed on ground floor at easily accessible location.

J. Alternate source of power supply or D.G. set:

Alternate source of L V/ H C. supply from a separate electric substation Or D. G. Set with appropriate change over switch shall be provided for fire pumps, sprinkler pump booster pump, jockey pump, staircase and corridor lighting circuits, manual fire alarm system & fire detection system. It shall be housed in a separate cabin.

K. Fire alarm system:-

The building shall be provided with manual fire alarm system with main control panel at ground level and pill box and hooters at each upper floor level. The layout of fire alarm system shall be in accordance with I.S. specification.

L. Automatic smoke/Heat detection system:

Appropriately Automatic smoke/Heat detection system shall be provided in fitness centre, society office, in lift lobby/ common corridor at each floor level, in each lift machine room, electric meter box, basement, Automated puzzle car

parking area. The same should be connected to main console panel on ground floor level, as per IS specification.

M. Portable fire extinguishers:

- a) Dry Chemical Power (ABC type) fire extinguishers of, 06 Kgs. Capacity having ISI certification mark and two bucket filled with dry, clean sand shall be kept in Electric meter as well as Lift Machine Room etc.
- b) Dry Chemical Power (ABC type) fire extinguishers of, 06 Kgs. Capacity having ISI certification mark shall be kept on each floor level, refuge area , society office , fitness centre, car parking area floors at prominent places
- c) AVD (Aqueous Vermiculite Dispersion agent) Trolley mounted type fire extinguisher of 25 litres capacity shall be kept near automated mechanized car parking area.

N. Hoses & Hose Boxes :

One Hose Box with two hoses of 15mts length of 63mm dia. along with branch shall be provided at each courtyard hydrant at ground & on each floor at easily accessible place.

O. Public Address System:

The entire building shall be provided with the public address system in common / areas as per the with main control operator at console panel at ground floor reception area.

P. SIGNAGES:

Self-glowing /fluorescent exit signs in green colour shall be provided showing the means of escape for entire building.

28) FIRE DRILLS / EVACUATION DRILLS:

Fire Drills and evacuation drills shall be conducted regularly in consultation with Mumbai Fire Brigade and log of the same shall be maintained.

29) TRAINED SECURITY GAURDS:

Trained security/fire supervisor along with trained staff having basic knowledge of fire-fighting & fix fire-fighting installation shall be provided/posted in the building. They will be responsible for the following;

- a) Maintenance of all the first aid firefighting equipment's, fixed installations & other firefighting equipment's/appliance in good working condition at all times.
- b) Imparting training to the occupants of the building in the use of fire fighting equipment provided on the premises & kept them informed about the fire & other emergency evacuation procedures.
- c) To liaise with the City Fire Brigade on regular & continual basis.

➤ **Details of scrutiny fee & Fire Service fee as mentioned below:-**

A. Scrutiny Fees:

- a) You have certified vide letter dated 30/06/2022, that gross built up area is 3745.00 sq. mtrs. and paid scrutiny fees of Rs.4,10,000/-vide, SAP Receipt No. 1822220/21/22, SAP No.1004348352, dated 03/06/2022.

B. Fire Service Fees:

- a) You have certified vide letter dated 30/06/2022 that gross built up area of the said High rise Residential building as 3745.00 sq. mtrs. and the Height

of the building as 69.95 mtrs. & as per schedule II of section 11(1) of Maharashtra fire prevention & life safety measure act 2006, has paid "Fire Service Fee" of Rs. 1,00,000 /- vide SAP Receipt No. 1588833/34/35,SAP Doc No. 1004294996 dated 09/06/2022.

However, you are requested to verify the gross built-up area and inform this department, if it is more for the purpose of levying additional scrutiny fees, if required.

The Plans approved along with the requirement letter issued for compliance, are without prejudice to legal matters pending in court of law, if any and from Fire risk/Fire safety point of view only. Approval of these plans does not mean in any way of allowing construction of the building. It is the Architects/Developer's responsibility to take necessary prior approval from all concerned authorities & others for the proposed construction of the building.

Note:-

- a) The fire-fighting installation shall be carried out by licensed approved agency.
- b) Schematic Drawings certified by Govt. Approved Licensed agency of the Fixed Fire Fighting installations shall be submitted to CFO department at the time of obtaining compliance remarks
- c) This approval is issued only from Fire Protection & Fire-Fighting requirements point of view and shall not be treated as authorized/legal document. Any authorized or legal matter shall be cleared by owner/ occupier/ developer/ architects etc. It is issued for instant proposal only and shall not be used as precedent for other proposals.
- d) If any matter in this case, violets D.C.P.R.- 2034 then this proposal shall be referred back to this department for issuing fresh remarks.
- e) The width of abutting road & open spaces are mentioned in plans as submitted by the Architect/ License Surveyor attached herewith and these parameters shall be certified by the Architect/ License Surveyor. Same shall be complied before submission for obtaining the compliance to this department.
- f) These Fire protection & Fire Fighting requirements stipulated for compliance for the instant online proposal uploaded as per E.O.D.B. and is valid subject to necessary approvals for the applicable concessions from all the competent authorities.

DEVENDRA
SHIVAJIRAO
PATIL

Digitally signed by DEVENDRA SHIVAJIRAO
DATE: 2022.06.28 08:38:43 +05'30'
DN: cn=PATIL, o=Personal, email=1458,
c=INDIA, postalCode=400001, st=MAHARASHTRA,
serialNumber=183, cn=DEVENDRA SHIVAJIRAO
PATIL, o=DEVENDRA SHIVAJIRAO PATIL,
c=INDIA

**Scrutinized & Prepared by
D.F.O. D.S. Patil**

SANJAY
YASHWANT
MANJREKAR

Digitally signed by
SANJAY YASHWANT
MANJREKAR
Date: 2022.06.28
11:24:43 +05'30'

**Approved By
C.F.O (i/c) S.Y. Manjrekar**

**Copy to
E.E.B.P.(City)**

BRIHANMUMBAI MUNICIPAL CORPORATION

File No. EB/1041/FS/A

EX. ENG./ 1041 / (B.P.) City-III 28 MAY 2024

Sub: Proposed redevelopment on property bearing C.S.No.40/26, Plot No.48K, Scheme No.60 of Dadar Nalgaon division, situated at Dadasaheb Phalke Road, in 'F/South' Ward, Mumbai.

- Ref.:**
- i) Developer's letter dated 15.04.2024 (Pg.C-1 to C-3)
 - ii) Building File No. EB/1041/FS/A
 - iii) Circular u/No. CHE/DP/14770/GEN dated 17.09.2019 (Pg.C-5 to C-32)
 - iv) Circular u/No.CHE/DP/299/Gen dated 12.05.2020 (Pg.C-37)
 - v) Circular dated 27.09.2022 (Pg.C-33 to C-35)
 - vi) Govt. Notification dated 03.05.2023 (Pg.C-39 to C-40)
 - vii) Hon'ble M.C. vide note sheet dated 24.08.2022 (Pg.C-53 to C-71)

Reference is requested to the Developer's letter vide above reference dated 15.04.2024 at Pg.C-1 to C-3, wherein it is requested to allow payment facility in instalment towards Sale Residential Fungible Premium and Staircase, Lifts, Lifts Lobby, Passage Area Premium payable to BMC in respect of building permissions as per above said circulars in this regards. The detailed concessions were approved by Hon'ble M.C. vide note sheet dated 24.08.2022 (at Pg.C-53 to C-67) with zonal F.S.I. 1.33 + 0.84 additional F.S.I. on payment of premium + 0.83 admissible TDR + 2.5 times Setback F.S.I. benefit as per Regn.30 and permissible fungible thereon as per Regn.31(3) of DCPR 2034. The proposed building comprising of Ground floor partly for Pit Puzzle Parking System below Ground (-10.85 mt) & above Ground (+7.55 mt) + 1st to 5th residential floors + 6th partly for refuge & partly for residential + 7th to 12th residential floors + 13th partly for refuge & partly residential + 14th to 20th residential floors + 21st partly residential and part terrace with height 69.95 mt. Accordingly, IOD was issued on 30.08.2022 with zonal F.S.I. 1.33 & 2.5 times setback FSI benefit for building comprising of Basement partly for services & pit puzzle parking system + Ground floor + 1st & 2nd parking levels + service floor + 1st to 5th habitable floors with height 23.55 mt.

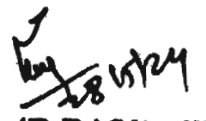
Now, Developer vide letter dated 15.04.2024 requested to allow installment facility towards Sale Residential Fungible Premium and Staircase, Lifts, Lifts Lobby, Passage Area Premium as per policy dated 17.09.2019, 27.09.2022 & Govt.

Notification dated 03.05.2023. The amount towards Sale Residential Fungible Premium and Staircase, Lifts, Lifts Lobby, Passage Area Premium payable to BMC is Rs.5,47,02,300/- which is more than required amount of Rs.50, 00,000/- as per policy. The detail payment sheet is attached herewith at Pg.C-45 to C-51. There has been no default in payment by the developer in respect of the proposal under reference.

Dy.C.A.(Rev)-III is requested to scrutinize the proposal and submit to Dy.Ch.Eng.(B.P.)City for approval.

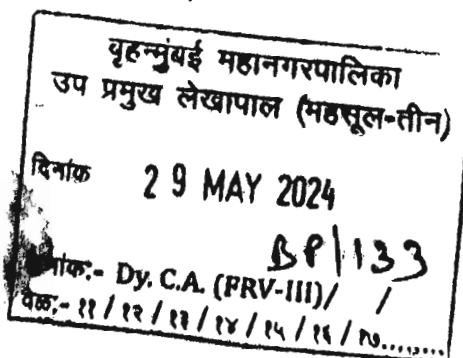
In view of above, Dy.Ch.Eng.(B.P.)City's approval is requested to grant payment facility in installments towards open space deficiency in accordance with circular u/No. CHE/DP/14770/GEN dated 17.09.2019 27.09.2022 & Govt. Notification dated 03.05.2023 for the proposal under reference, since the amount of payment to BMC is Rs.5,47,02,300/- which is more than required amount of Rs.50,00,000/- and there has been no default in payment by the developer in respect of the proposal under reference subject to fulfillment of all the required conditions in the policy.

Submitted please.


Ex.Eng.(B.P.)City-III

Dy.C.A.(Rev) – III

Dy.Ch.Eng.(B.P.)City



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AIXPD6919J



04092019

जन्म की तिथि
Date of Birth
06/09/1987

पिता का नाम / Father's Name
SANJAY AMRUTLAL DESAI

हस्ताक्षर / Signature




नाम / Name
JENISH SANJAY DESAI

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटायें।
आयकर विभाग कार्ड, एन एस डी यू
चौथी मंजिल, मन्त्री स्टर्लिंग,
प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कॉलोनी, नैप बंगला चौक के पास,
पुणे - 411 016.

If this card is lost / someone's lost card is found,
please inform / return to:

Income Tax PAN Services Unit, NSDL
4th Floor, Mantri Sterling,
Plt. No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: Unit@nsdl.co.in



[Handwritten signature]



भारत सरकार
Unique Identification Authority of India
Government of India

नामांकन क्रम/ Enrolment No.: 1088/16048/42824

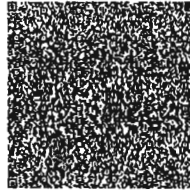
To
जेनिश संजय देसाई
Jenish Sanjay Desai
S/O Sanjay Desai
C-10, Sarara Signature
Culmohar Cross Road No 6
Vile Parle West
Opp Gagandeep Building
Mumbai
Juhu
Mumbai Maharashtra - 400049
9820766411

Download Date: 04/03/2020

Generation Date: 14/05/2017

Validity unknown

UNIQUE IDENTIFICATION
AUTHORITY OF INDIA
Date: 2020/03/04 15:49:36
187



QR Code with Photograph

आपका आधार क्रमांक / Your Aadhaar No. :

7422 7366 5790

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



जेनिश संजय देसाई
Jenish Sanjay Desai
जन्म तिथि/DOB: 06/09/1987
पुरुष/ MALE

7422 7366 5790



मेरा आधार, मेरी पहचान



(Handwritten signature)

आयकर विभाग
 INCOME TAX DEPARTMENT

भारत सरकार
 GOVT. OF INDIA

MEHUL JADAVJI SHAH
 JADAVJI LALJI SHAH
 05/05/1971

PAN Card Number
 AAJPS1654H

भारत सरकार
 Government of India

आर. आर. आर.
 (AAR)

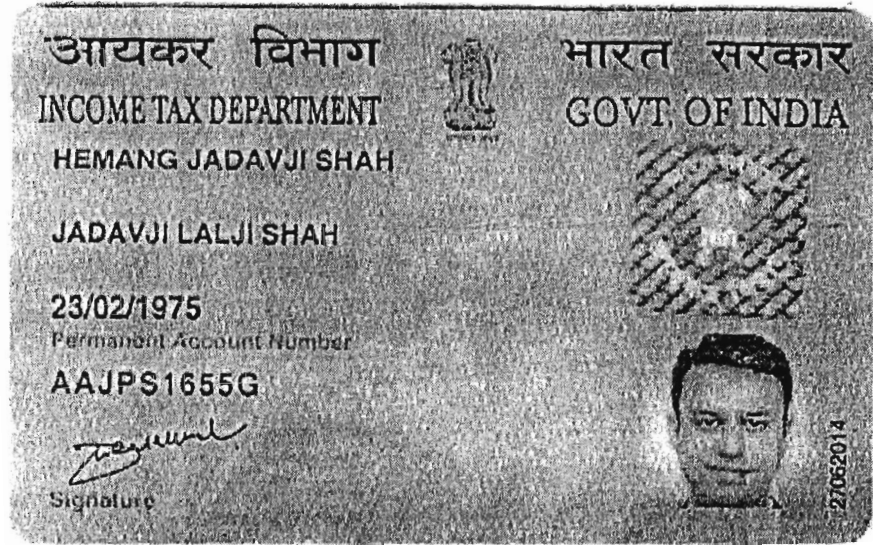
5142 9218 3043

सामान्य भाणसांच अधिकार

भारतीय विशिष्टता पहचान प्राधिकरण
 Unique Identification Authority of India

5142 9218 3043

For Banking purpose only
 मेहल



Signature	<i>Hemang</i>
Date	
Purpose	<i>Banking purpose only</i>
NOT TO BE USED FOR OTHER PURPOSE	



भारत सरकार
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Enrollment No. 2722/17201/81038

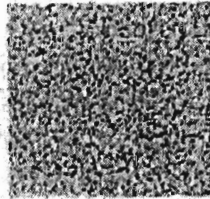
To
Hemang Jadavji Shah

1501, South Ridge
54, Ridge Road,
Winkeshwar,
VTC: Mumbai, PO: Malabar Hill,
Sub District: Mumbai City, District: Mumbai City,
State: Maharashtra, PIN Code: 400006,
Mobile: 9820151700

49534096



KF495242969FI



आपका आधार क्रमांक / Your Aadhaar No. :

3952 2909 5188

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Issue Date: 28/12/2012



Hemang Jadavji Shah

DOB: 23/02/1975

Male

3952 2909 5188

मेरा आधार, मेरी पहचान

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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

RUBIN SANJAY DESAI
SANJAY AMRUTLAL DESAI

18/03/1986
Permanent Account Number
AHUPD2371C


Signature



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Desai

भारत सरकार
Government of India

आधार आयोग
Aadhaar Authority of India

नामांकन क्रम/ Enrolment No.: 1080/16048/42823

To
 रुबीन संजय देसाई
 Rubin Sanjay Desai
 S/O Sanjay Desai
 10-C, Satara Signature
 Gulmohar Cross Road No 6
 Opp Gagandeep Building
 Vile Parle West
 Mumbai
 Mumbai Maharashtra - 400049
 9867322979

Signature/सहस्र



आपका आधार क्रमांक / Your Aadhaar No. :
3839 5962 6365
 VID : 9157 1959 7276 0881

मेरा आधार, मेरी पहचान

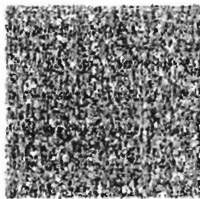
भारत सरकार
Government of India

आधार आयोग
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भारत सरकार
Government of India

आधार आयोग
Aadhaar Authority of India

सूचना

- पहचान का प्रमाण है, नागरिकता का नहीं।
- सुरक्षित QR कोड / ऑफलाइन XML / ऑनलाइन ऑथेंटिकेशन से पहचान प्रमाणित करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

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- आपको कई सरकारी और गैर सरकारी सेवाओं को पाना आसान बनाता है।
- आपको अपने मोबाइल नंबर और ईमेल ID अपडेट करने में मदद करेगा।
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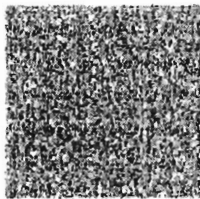
भारत सरकार
Government of India

आधार आयोग
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3839 5962 6365
 VID : 9157 1959 7276 0881

मेरा आधार, मेरी पहचान

For Banking purpose only

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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

OM SHANTI HOUSING DEVELOPMENT
COMPANY



18/02/2005

Permanent Account Number

AABFO2201L

05102013



बृहन्मुंबई विद्युत पुरवठा आणि परिवहन उपक्रम

(बृहन्मुंबई महानगरपालिका)

बेस्ट भवन, पो.बॉ.नं.१९२, बेस्ट मार्ग, कुलाबा, मुंबई - ४०० ००१

Ward Office Address:

Customer Care : F/S Ward, B.E.S.B.T. Undertaking, New Ancillary Bldg, 3rd Floor, Opp. Ambedkar College, Wadala, Mumbai - 400031. Tel: No-24111819; 24127599

Name : OM SHANTI HOUSING DEVELOPMENT COMPANY Mobile No:93XXXXX500 Email ID:XXXXXXani@gmail.com	Bill For : Apr-2024 Date of Bill : 16/04/2024 Invoice No. : 404110004203
Billing Address : TEMP CONSTRUCTION,FLOOR-GRD,F.P A4109 U.NO.1,TEMPORAY CONST,DR BABASAHEB AMBEDKAR ROAD,DADAR (E),MUMBAI-400014	Book Folio No. : Cycle : 33 Type of Supply : 3P Service No : 2009373-X-X Installation No. : Sanctioned Load : 21.000 KW Security Deposit : 13500.00
Power Supply Address : TEMP CONSTRUCTION,FLOOR-GRD,F.P A4109 U.NO.1,TEMPORAY CONST,DR BABASAHEB AMBEDKAR ROAD,DADAR (E),MUMBAI-400014	Consumer No. : 110-004-203*8 C.A.No. : 800036718 Bill Period : 07/03/2024 - 05/04/2024 Tariff : LT IIBTO Category : COMMERCIAL Ward : FS
	Last Payment Received ₹ 23250.00 Last Payment Received Date 21/03/2024

Current Bill Amount ₹	Past Dues ₹	Due Date *	Bill Amount Before Due Date ₹	Bill Amount After Due Date ₹ **
27496.08	4.70	06/05/2024	27500.00	27848

* Due date valid only for current bill amount ** Interest will be levied on arrears as applicable

Important Contact Details	Fuse Control/Off Supply 24114242/24117731 8828871641	Billing Complaints 24111819/24190766	Electricity Theft/ Unauthorised use North-24194578	Fault Control 24146611/ 24186611	For Street Lighting Complaints 7208835803/24101517
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हातभर तक्रारीचा बाटभर उपाय
चला निर्धार करू या, मताधिकार बजावून, एका बोटाचे सामर्थ्य दाखवू या!

VOTER HELPLINE APP
डाउनलोड करा

टोल फ्री क्र. १९५०

"IMPORTANT MESSAGE"

NEFT / RTGS Electricity Bill Payment (IDFC First Bank)

Name of Beneficiary : BEST Undertaking
Beneficiary Account Number : BEST(DXXXXXXXXXX)=9 digit Consumer No.)
Bank Name and Branch : IDFC First Bank Ltd, Chetwadi, R.K Sarai.
IFSC Code : IDFB000101

NEFT / RTGS Additional Security Deposit Payment (IDFC First Bank)

Name of Beneficiary : BEST Undertaking
Beneficiary Account Number : BEST(DXXXXXXXXXX)=9 digit Consumer No.)
Bank Name and Branch : IDFC First Bank Ltd, Chetwadi, R.K Sarai.
IFSC Code : IDFB000101

NEFT / RTGS Electricity Bill Payment (SBI)

Name of Beneficiary : BEST Undertaking
Beneficiary Account Number : BEST(EXXXXXXXXXX)=9 digit Consumer No.)
Bank Name and Branch : STATE BANK OF INDIA, MAIN BRANCH
IFSC Code : SBIN0003300

Past Consumption
Bar Graph Unit kWh Month

Meter No - P201957

1570	Mar-24
1032	Feb-24
1361	Jan-24
2580	Dec-23
1399	Nov-23
1865	Oct-23
1100	Sep-23
1097	Aug-23
769	Jul-23
365	Jun-23
439	May-23

Units Consumed	kWH
Apr-24	1866
Apr-23	179



Best Undertaking official app
miBEST

Now pay bill without que
Click here to download
<https://play.google.com/store/apps/details?id=com.best.miBEST.Droid&hl=en>
for details & more information: www.bestundertaking.com



(Girish G. Chandankar)
Chief Engineer Customer Care

"This bill for power supply cannot be treated or utilised as proof that the premises for which the power supply has been granted is an authorised structure nor would the issuance of the bill amount to proof of ownership of the premises."

Scan this QR code for payment through UPI App

Consolidated Stamp Duty paid to General Stamp Office, Mumbai vide Order No. MUDRANK SHULK NUMBER. CSD/20/2023/ (Validity Period from dtd.29.11.2023 to dtd.31.01.2026)/4848, dtd.30.11.2023."

BEST Undertaking Payment Slip

Crossed Cheque ** / D.D. Should be in Favour of " BEST Consumer 110004203*8 "

D / W / CY	CONSUMER NUMBER	BILL DATE	DUE DATE	BILL AMOUNT ₹
N/FS/33	110-004-203*8	16/04/2024	06/05/2024	27500.00

If you have paid Arrears of , Please bring the paid bill and Pay

** Payment by made cheque is subject to realization.



24040001100042038000002750000N06052024M000800036718

Printed On: 18-04-2024 13:02:01

This Electric Bill is issued for electricity used and may not be treated as proof for other

Your Bill Details	Amount ₹
Fixed Charges / Demand Charges	5906.25
Energy Charges	13174.70
Wheeling Charges	3320.90
Fuel Adjustment Charges	0.00
Electricity Duty	4704.39
M.Tax Sale on Electricity	635.19
Power Factor Penalty /Incentive	0.00
Load Factor Incentive	0.00
Penalty for Exceeding Contract	0.00
TOD Charges	0.00
Current Months Bill Amount (A)	27741.43
Delayed Payment Charges (01.25% monthly bill including Taxes and Duties)	0.00
Intrest on Arrears	0.00
Prompt Payment Discount	-196.28
ECS Discount	0.00
Digital Payment Disc./ebill disc (if applicable)	-49.07
Total Adjustment Amount	0.00
Net Other Charges (B)	-245.35
Total Current Month charges (A + B)	27496.08
Previous Month Bill amount	23254.70
Payment Received	23250.00
Net Arrears (C)	4.70
Total Bill (A +B+ C)	27500.78
Total Bill Amount (Rounded)	27500.00

Important Messages

*Prompt payment discount of Rs. 224.02 will be given if payment is made on / before 26/04/2024.
*Pay by DD / CASH only.

***** As per CBDT notification dt. 13-May-20, w.e.f. 1-Oct-20, Tax Collected at Source (TCS) will be levied on your electricity bill exceeding Rs. 50 Lakhs (excluding taxes) in a financial year. TCS rate will be 0.1% for PAN holders and 1% for non-PAN holders in FY22-23. Multiple consumer accounts with same PAN will be considered as single entity. TCS certificate will be issued as per TDS Rules. Kindly update your PAN with concerned ward office of BEST.

Meter No.	Tariff/Duty	Energy Consumed				P.F.	Load	Contract Demand In KVA	Billing Demand In KVA
		Previous Reading	Current Reading	MF	Units Consumed				
P201957	LT IIBTO/B	21907	23773	1.000	1866		21.00		

Your Tariff Structure

Consumer Category (Units in kWh slab)	Fixed/Demand (₹/Connection/mth)	Energy Charges (in ₹ /kWh)	Wheeling Charges (₹ /kWh)	E.D. Rates	MTax (in Paise/kWh)	FAC Rate (₹ /p.u.)
1ph	3ph					

Adjustment & Claim Details	Amount ₹

Electricity Duty rates as shown in tariff structure will be applicable as per the schedule in Maharashtra Electricity Duty Act 2016. GOM Notification no. ELD.2016/CR.252/Energy-1 dated 21.10.2016. Maharashtra Tax rate as shown in tariff structure will be charged as per Govt. Notification no. VVK-2018/CR-161-Energy-1 dated 26.12.2018.

Online Billing Details
You can pay your electricity bill using credit debit card or netbanking.No need to stand in a queue. Visit our Website www.bestundertaking.com and click on "Online Electricity Bill"

Other payment options :

- * BEST Cash counter
- * BEST's Mobile cash
- * Selected banks
- * Post Offices
- * NACH (National Automated Clearing Housing)
- * Bill Desk
- * M/s.Tech Process (Net)
- * PayTM
- * IDFC First Bank (RTGS/NEFT)
- * miBest (Mobile app)

PAY BY NACH TO AVAIL DISCOUNT- (NACH mandates forms available at our website and Cash Collection Centers)
For More details :22799559(South), 24194549 (North)

Important Notes:

1. DELAYED PAYMENT CHARGES and INTEREST ON ARREARS will be charged as per Tariff schedule if the Electricity bill payment is not made before due date.
2. If the Electric supply meter is not in use for a long period Kindly contact respective ward office.
3. Safety of the meter is consumers responsibility.
4. Using your Electricity connection for purpose other that provided for, is a tariff violation and may lead to disconnection / penal actions.
5. Please quote your consumer no. ### ### ## and contact number in all your correspondence.
6. Do not issue outstation or post dated cheques.
7. A Penal amount of Rs.250 per cheque will be charged on a dishonoured cheque.
8. Mention your account number and amount on backside of the cheque while making multiple bill payment by single cheque.
9. Electricity bill where amount of bill is greater than Rs20000/- will be accepted only by cheque or demand demand draft.
10. "Consumer Right Statement" Application to CGRF, ECS form, etc.Will be available at our Website www.bestundertaking.com as well as at our ward offices.

BEST Undertaking Payment Slip

To be filled by customer for Payment through Cheque/ D.D.:

Name of Bank & Branch :

Cheque /D.D.No. & Date :

Amount : (₹ in figs) :
(₹ in Words) :

IMPORTANT TIPS :

- 1.BEST has not authorized any individual to collect payment at site.
- 2.The bit should be paid in spite of any dispute. The discrepancy if any would be adjusted in next bill.
- 3.The payment made by cheques would be considered confirmed only after the realization of cheque. The dishonouring of Cheque is liable for penal action.

Please furnish the following details for E-Billing Mobile No.....Email Id:.....



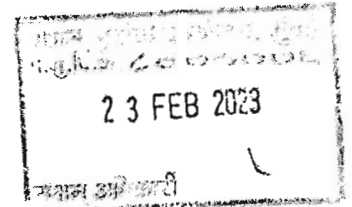
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महाराष्ट्र MAHARASHTRA

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BX 643518



DEED OF RETIRMENT AND ADMISSION OF PARTNERSHIP

THIS DEED OF RETIRMENT AND ADMISSION OF PARTNERSHIP
 made and executed at Mumbai on this 9th day of March . 2023 with effect from
 20th December 2022.

BETWEEN

- MR. MEHUL JADAVJI SHAH, aged 51 year of Mumbai having address at 13th
 Floor, Tower-B, Peninsula Business Park, G.K. Marg, Lower Parel, Mumbai 400
 013,

14

14

[Signature]

[Signature]

[Stamp]

1

M/s. OM SHANTI HOUSING DEVELOPMENT CO

Partner

hereinafter called "THE CONTINUING PARTNER NO. 1" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators);

2. MR. HEMANG JADAVJI SHAH aged 48 year of Mumbai having address at 13th Floor, Tower-B, Peninsula Business Park, G.K. Marg, Lower Parel, Mumbai 400 013, hereinafter called "THE CONTINUING PARTNER NO. 2" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators); of the **FIRST PART**.
3. SOLOFIX INFRAPROJECTS PVT. LTD., a company registered under the Companies Act, 1956 having its registered office at 13th Floor, Tower-B, Peninsula Business Park, G.K. Marg, Lower Parel, Mumbai 400 013, hereinafter called "THE RETIRING PARTNER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, executors, representatives and assigns); of the **SECOND PART**.
4. MR. JENISH SANJAY DESAI aged 35 year of Mumbai, having his address at 13th Floor, Tower-B, Peninsula Business Park, G.K. Marg, Lower Parel, Mumbai 400 013, hereinafter called "THE INCOMING PARTNER NO. 1" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators);
5. MR. RUBIN SANJAY DESAI aged 36 year of Mumbai, having his address at 13th Floor, Tower-B, Peninsula Business Park, G.K. Marg, Lower Parel, Mumbai 400 013, hereinafter called "THE INCOMING PARTNER NO. 2" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the **THIRD PART**;

WITNESSES

(A) The Continuing Partners and the Retiring Partner hereto were carrying on business in the firm name and style of **MESSRS OM SHANTI HOUSING DEVELOPMENT COMPANY** (hereinafter called "the Firm") on the terms and conditions contained in the Deed of Retirement and Reconstitution of Partnership Deed dated 6th December, 2022. The share of the Parties in the profits and losses of the Firm under the said Partnership Deed are as under: -

Sr. No.	Partner Name	% share in Profit/Loss
1.	Mr. Mehul Jadavji Shah	26%
2.	Mr. Hemang Jadavji Shah	25%
3.	Solofix Infraprojects Pvt. Ltd.	49%



(B) The Solofix Infraprojects Private Limited being the retiring Partner is desirous of retiring from the Firm with immediate effect. The Continuing Partners have accepted the offer of the Retiring Partner to retire with immediate effect. The Parties hereto have mutually agreed to waive the notice requirement for retirement under the Deed of Partnership dated 17th September 2014 to enable the Retiring Partner to retire with immediate effect.

(C) It is mutually agreed between the parties that the Retiring Partners will retire from the Firm with effect from 20th December 2022.

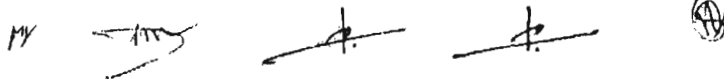
(D) In light of the aforesaid, it is mutually agreed between the parties that the Retiring Partner will retire from the Firm on closure of business on 20th December 2022 upon the terms and conditions agreed by and between the parties and the Continuing Partners have agreed to continue and shall be entitled to continue thereafter by themselves or with Incoming Partner or any other Partners the Firm.

(E) The Continuing Partners have agreed to admit Mr. Jenish Sanjay Desai and Rubin Sanjay Desai as the Incoming Partner.




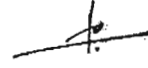

(F) The Parties hereto have executed Deed of Retirement and Admission of Partnership dated 20th December 2022 ("Said Deed"). Due to technical reason parties are required to be executed a fresh deed on identical terms and conditions, hence this deed is executed on the identical terms and condition as mentioned in the Said Deed and the effect of partnership will be from 20th December 2022 as mentioned in the Said Deed.

NOW THIS THIS DEED OF RETIREMENT AND ADMISSION OF PARTNERSHIP WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The recitals as set forth hereinabove form an integral part of this Deed and shall be given consideration to while reading, interpreting and construing the provisions of this Deed.
2. The Retiring Partner hereby states, declares and confirms that with effect from 20th December 2022 the Retiring Partner has retired from the **MESSRS OM SHANTI HOUSING DEVELOPMENT COMPANY.**
3. Accounts of the said partnership for the period upon the close of the business on 20th December 2022 have been mutually made up, adjusted and settled between the parties hereto.



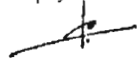
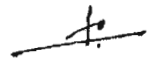



4. The Retiring Partner declares and confirms that their claim in respect of payment in lieu of their share in the Partnership is satisfied fully and therefore, they have no claim whatsoever against the Continuing Partners and/or the Firm for payment of any and all amounts standing to their credit in the books of account as on 20th December 2022 as well as their rights with respect to the assets of the Firm in full and final settlement of all their share and claims in the capital, estimated profits and net assets of the partnership.
5. The Retiring Partner hereby states, declares and confirms that their share in the firm, in all movable and immovable assets of the Firm including land and building, stock-in-trade, monies, credits, tenancy rights, goodwill and effects belonging thereto, together with share in all benefits of outstanding contracts, stands transferred, assigned and released unto the Continuing Partners. It is hereby clarified that the Retiring Partner shall have no share, right, title, interest or claim of whatsoever nature in the Firm and/or its assets, income and profits thereof. All the assets of the firm shall vest in and belong to the Continuing Partners alone.
6. The Retiring Partner hereby releases the Continuing Partners and each of them and the Continuing Partners do and each of them hereby release the Retiring Partner of and from all covenants and provisions contained in the Deed of Partnership dated 17th September 2014 and all the actions, claims and demands in relation to the Firm.
7. The Retiring Partner and also the Continuing Partners hereby declare that none of them have at any time borrowed any money or incurred any debts for and on account or on behalf of the Firm save and except those that are entered in the books of accounts of the Partnership and they agree to keep indemnified the other or others of them against all actions, suits, proceedings and costs, charges and expenses in respect of any liability not entered in the books of accounts.
8. Retiring Partner and Continuing Partner, shall duly pay and discharge their income-tax liabilities on their respective shares in the Firm and the profits thereof upto 20th December 2022. The Firm shall pay Income Tax on the income after deducting all permissible deductions, if any, as also after deducting interest paid to Partners. The Retiring Partner and Continuing Partners shall pay Income Tax on the interest and remuneration earned and credited to their respective capital accounts.
9. The Retiring Partner doth hereby irrevocably appoint Continuing Partners to act jointly and severally as their Attorney and solely at the cost of the Continuing Partners to collect all assets, property, credits and debts of the Firm and to ask, demand, sue for, recover and receive and to sign and give full and effectual receipts and

discharges for all and singular the debts, estate and effects of or due or owing or in anywise belonging to the Partnership and to settle all accounts, reckonings, matters and things whatsoever relating thereto and to compound or release all or any of the debts or claims belonging to the Partnership and to institute any actions or other proceedings for compelling payment, discharge or delivery thereof; and for any of the purpose aforesaid from time to time appoint a substitute or substitutes and at any time to remove any substitute and generally to do all such acts or things as may be necessary expedient.



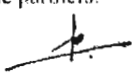


10. The Retiring Partners agrees that they will not have any share, right, title, interest or Claim in assets, goodwill and business of the Firm.
11. The Retiring Partner hereby confirms that they have been granted full inspection of the books of accounts and all other records of the Firm including ledger accounts, bank pass books, cash books, income tax returns, service tax returns, payment vouchers, flat allotment and cancellation letters, salary slips and has fully satisfied themselves of the veracity thereof.
12. The Retiring Partner hereby unconditionally declares that hereafter they shall not represent themselves as a partner of the Firm to any third parties in any manner whatsoever and shall not issue public notices or address any correspondence and engage in any communications with any third parties including but not limited to the banks in which the Firm holds its accounts, persons including Shanti Villa Co-operative Housing Society with whom the Firm is negotiating agreements for developments, the Municipal Corporation of Greater Mumbai, RERA in relation to the functioning of the Firm or the interactions of the Firm with the third parties and statutory authorities.
13. Each partner shall pay his/her/its respective personal debts and liabilities including liabilities for payment of taxes as aforesaid and shall indemnify and keep indemnified one another from payment of the same and from all claims, demands, actions, proceedings, costs, charges and expenses in connection therewith or relating thereto.
14. The Incoming Partners are desirous to enter in to the Firm and the Continuing partner hereby admit the Incoming as a partner of the said partnership on the basis of the same terms and conditions as are contained mentioned hereunder.
15. The net Profit/Loss of the Firm as per the accounts maintained by the Firm after deduction of all the relevant and incidental expenditure to carrying out the Firm as well as Interest and remuneration payable to the partners in accordance with the terms

and conditions of this deed shall be divided between the Continuing Partners and Incoming Partners as under:

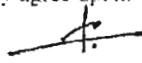
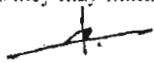
Sr. No.	Partner Name	% share in Profit/Loss
1.	Mr. Mehul Jadavji Shah	35%
2.	Mr. Hemang Jadavji Shah	35%
3.	Mr. Jenish Sanjay Desai	15%
4.	Mr. Rubin Sanjay Desai	15%

16. The Continuing Partners and Incoming Partners hereto agree that the Firm and the relations between the Partners shall continue to be governed by the Deed of Partnership dated 17th September 2014 r/w the Retirement cum Reconstitution Deed dated 9th May 2018, Deed of Retirement and Reconstitution of Partnership dated 7th June, 2018, the Deed of Retirement and Reconstitution of Partnership dated 25th August, 2021 and the Deed of Admission Reconstitution of Partnership dated 1st November 2022 and Deed of Retirement and Reconstitution of Partnership dated 6th December 2022 subject to the changes as recorded in these Deed.
17. The Accounting year of the firm shall be from 1st April to 31st March of the Next year.
18. No Partner shall raise funds personally from the project or create any third party right on the property for personal gain.
19. Bank account in the name of the Firm shall be opened with such banks as may be decided by the partners from time to time. However, the Bank account shall be operated jointly by any two partners one of them at least shall be Mr. Mehul Jadavji Shah and/or Mr. Hemang Jadavji Shah.
20. Except Mr. Mehul Jadavji Shah and Mr. Hemang Jadavji Shah no other Partner shall be entitled to dissolve the Partnership.
21. In case difference of opinion between the partners on any matter or any issue then the joint decision of Mr. Mehul Jadavji Shah and Mr. Hemang Jadavji Shah will prevail.
22. Simple interest at the rate of 12% P.A. or at such other rate as may be mutually agreed upon or at such rate not exceeding rate as may be prescribed by the Income tax Act or such other statutory modification or re-enactment thereof as may be in force from time to time, shall be payable on the amounts standing to the credit of capital account, loan accounts or current accounts of the partners.

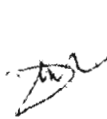
23. Proper books of account shall be maintained as are usually maintained in trade and business of similar nature and shall be maintained properly posted up and kept at the principal place of business of the partnership or other offices of the partnership as may be agreed upon and each of the partners hereto shall be entitled to have inspection of the said books of accounts and shall also be entitled to copy or extracts therefrom.
24. Each partner Shall:
- (a) Punctually pay and discharge his separate debts and engagements and indemnify the other partners and partnership assets against the same and all proceedings cost, claims or demands in respect thereof;
 - (b) Be just and faithful to the other partners in all transactions relating to the partnership business and at all times give to the others a true account of all such dealing.
25. Except Mr. Mehul Jadavji Shah and Hemang Jadavji Shah no other partner shall without the consent of other partners:-
- (a) Engage, make any contract with or dismiss any employee
 - (b) Forgo the whole or any part of any debt or sum due to the partnership.
 - (c) Except in the ordinary course of trade dispose of by loan pledge, sale or otherwise of any part of the partnership property
 - (d) Become bail guarantor or surety for any person or to do or knowingly suffer anything whereby the partnership property may be endangered
 - (e) Assign or charge their interest in the firm or
 - (f) Draw or accept or endorse any bill of exchange or promissory note on account of the partnership.
26. The parties hereto shall give at least one calendar months notice to other partners of his intention to retire from the firm. In such events, the partner retiring from the Firm shall be entitled to his or her share of profits or liabilities for his/its share of losses as determined in Clause 15 hereto and shall also be under the obligation to settle and clear accounts or matter with which he/she/it is concerned as a continuing partner and thereafter he/she/it shall be paid out the dues owed by the Firm to him/her/it or shall pay any debts, balance outstanding to the foot of his accounts. The retirement of the Continuing Partners and or Incoming partners shall not dissolve the partnership firm.
27. In the event of insolvency of any partners, this partnership shall not be dissolved but so far such partner is concerned, his share in profit/loss shall cease and remaining partner shall be entitled to reconstitutes the said partnership and carry on its business on such terms and conditions as they may mutually agree upon.

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28. Death of the partner shall not dissolve the partnership but any one or more heir of the deceased partner as may be determine by the partners may be taken up as a partner in place instead of the deceased partner provided it is accepted by Mr. Mehul Jadavji Shah and Mr. Hemang Jadavji Shah. If both do not agree to the same then the heirs of deceased partner shall be paid amounts standing to the credit of the deceased in the firm and his or her share of profit till that date and sum consist of his or her share percentage in the profit.
29. As and when decided by the Mehul Jadavji Shah and Hemang Jadavji Shah, the partners hereby agree to convert this firm to LLP. The construction and business activities of the firm shall be carried out by the partners other than the Mehul Jadavji Shah and Hemang Jadavji Shah, the other partners hereby jointly and severally agree to indemnify and keep indemnified the Mr. Mehul Jadavji Shah and Mr. Hemang Jadavji Shah from any loss or damages caused to Mr. Mehul Jadavji Shah and Mr. Hemang Jadavji Shah as due any act, deed, matter or thing done by remaining partners.
30. If any, bank or financial institutions demands personal guarantee from partners then the said Mehul Jadavji Shah and Hemang Jadavji Shah shall not be bound to give the personal Guarantee.
31. The Continuing Partners shall intimate the banks, RERA, Shanti Villa Co-operative Housing Society, creditors and all statutory and other authorities, if required, of the retirement of the Retiring Partner and Admission of new Partner.
32. Any dispute, difference or question arising between the Retiring Partner, Continuing Partner, Incoming Partner or any one or more Continuing Partner or between the retiring partner and the Firm in relation to this deed of Retirement and Admission of Partnership or the rights and obligations of the Parties or accounts or anything touching the business of the Firm shall be subject to arbitration by a sole Arbitrator. The Sole Arbitrator shall referred to and finally resolved by arbitration under the Arbitration & Conciliation Act, 1996. Mr. Mehul Jadavji Shah and Mr. Hemang Jadavji Shah shall have the right to appoint the sole Arbitrator. The Arbitration shall have Mumbai Jurisdiction.
33. The parties hereto shall give due intimation of the change to the Registrar of Firms as required by the Indian Partnership Act and sign the forms and papers necessary thereof.

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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

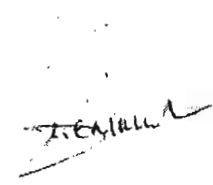
SIGNED AND DELIVERED)
By the within named CONTINUING PARTNER No.1)
MR. MEHUL JADAVJI SHAH)
In the presence of ...)

1. CHIRAG PRAVIN JAIN
Chirag Jain
2. RAJESH N. KARANI
Rajesh N. Karani



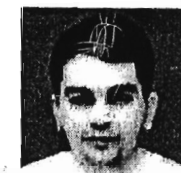
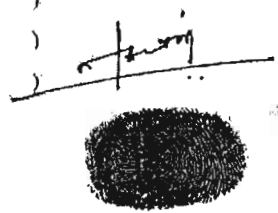
SIGNED AND DELIVERED)
By the within named CONTINUING PARTNER No.2)
MR. HEMANG JADAVJI SHAH)
In the presence of ...)

1. CHIRAG PRAVIN JAIN
Chirag Jain
2. RAJESH N. KARANI
Rajesh N. Karani



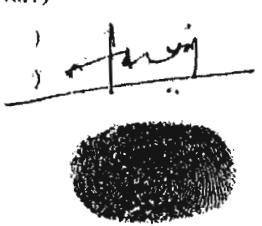
By the within named RETIRING PARTNER)
SOLOFIX INFRAPROJECTS PRIVATE)
LIMITED, through its Director)
In the presence of ...)

1. CHIRAG PRAVIN JAIN
Chirag Jain
2. RAJESH N. KARANI
Rajesh N. Karani



SIGNED AND DELIVERED)
By the within named INCOMING PARTNER No.1)
MR. JENISH SANJAY DESAI)
In the presence of ...)

1. CHIRAG PRAVIN JAIN
Chirag Jain
2. RAJESH N. KARANI
Rajesh N. Karani



SIGNED AND DELIVERED:

By the within named INCOMING PARTNER No.2)

MR. RUBIN SANJAY DESAI

In the presence of ...

1. CHURAS PRAVIN 2011

2. RAJESH N. KARAN

)
Desai

)

)



M/s. OM SHANTI HOUSING DEVELOPMENT CO

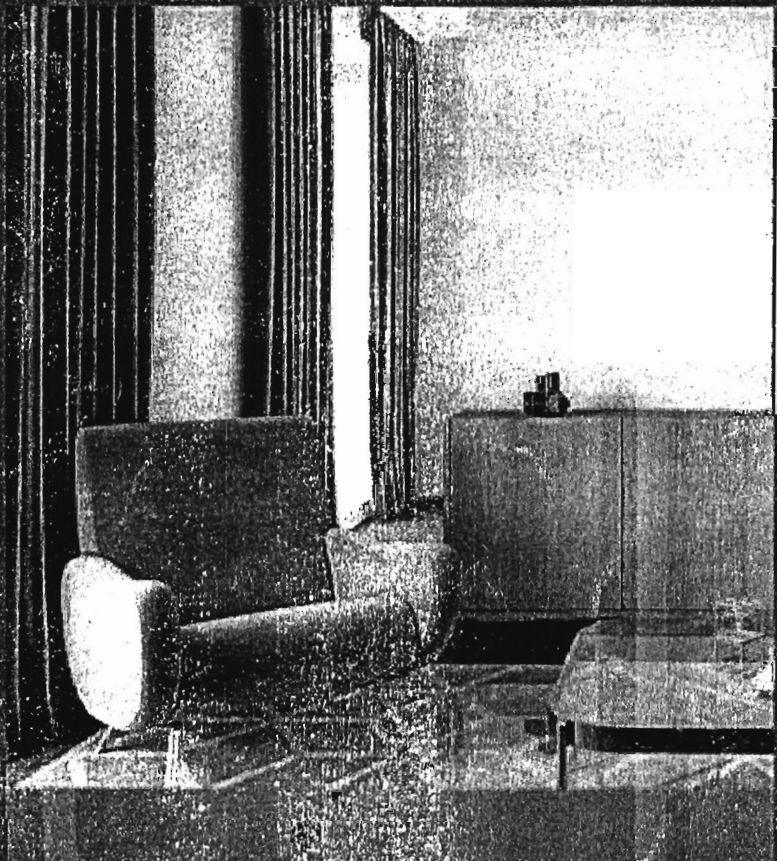
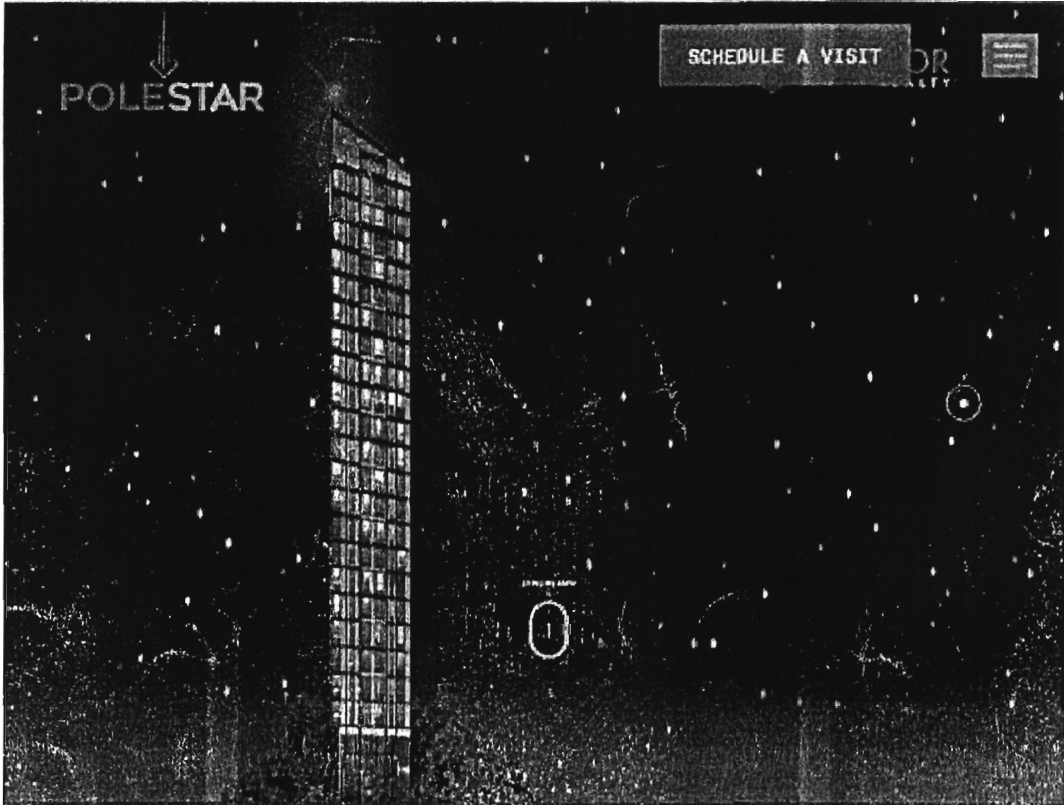
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PARTNER



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ABOUT ANCHOR REALTY

TRUSTED NAME THAT DELIVER PROMISES

With over 20 years of experience, Anchor Realty has established a reputation for excellence in providing quality real estate services to our clients.

C - 3



MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No EB/1041/FS/A/CC/1/New

COMMENCEMENT CERTIFICATE

To.

M/s Om Shanti Housing Development Company
 Peninsula Business park, B Wing 13 th Floor, Opp.
 Peninsula Corporate Business park, senapati bapat
 Marg, Lower parel, West, Mumbai 400013.

Sir,

With reference to your application No. **EB/1041/FS/A/CC/1/New** Dated. **03 Jan 2006** 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 **03 Jan 2006** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. **0** C.T.S. No. **40/26** Division / Village / Town Planning Scheme No. **Dadar Naigaon** situated at **Dr. B.A. Road Road / Street in F/South Ward** .

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

1. The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
 - a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. **Jitendra A Khonde - Exe.Eng.(BP)City-III** Executive Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 2/11/2023

Issue On : 03 Nov 2022

Valid Upto : 02 Nov 2023

Application Number : EB/1041/FS/A/CC/1/New

Remark :

This C.C. is issued up-to plinth level as per IOD plans dated 30.08.2022



Digitally signed by JITENDRA ARJUNRAO KHONDE
Date: 03 Nov 2022 15:52:11
Organization: Brihanmumbai Municipal Corporation
Designation: Executive Engineer

For and on behalf of Local Authority
Municipal Corporation of Greater Mumbai

Executive Engineer . Building Proposal
City F/South Ward

Cc to :

1. Architect.
2. Collector Mumbai Suburban /Mumbai District.

22

RECEIPT NO. 2654415



Receipt No: 100444018

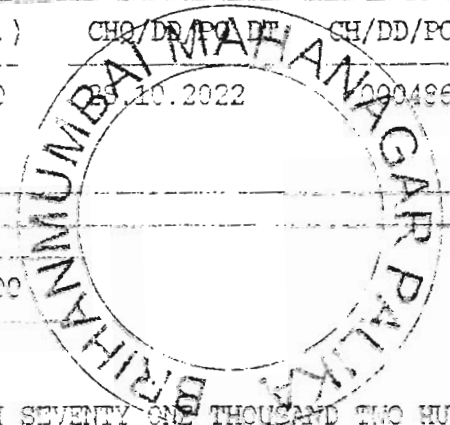
BRIHANMUMBAI MAHANAGAR PALIKA

WARD

Page 2 of 3

Sr. No.	MEM Code	Activity Code	Description of Activity
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TOWARDS	AMOUNT (Rs.)	CHQ/DD/PO DATE	CH/DD/PO NO	BANK NAME	BRANCH NAME
One time premium for Mun. Leasehold properties 21	7,971,250.00	20.10.2022	000486	BANK OF BARODA	MUMBAI



TOTAL	7,971,250.00				
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Amount in Words: (SEVENTY NINE LAKH SEVENTY ONE THOUSAND TWO HUNDRED FIFTY RUPEES ONLY)

Remarks: AC/Estate/424347/A.E. (Imp.-1) dt. 20.10.2022.

Received By
Cash Receiving Clerk

Net Amount	CGST	SGST	UTGST	IGST	Gross Value
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Cheque Received Subject to Realisation



BRIHANMUMBAI MAHANAGAR PALIKA

Received with Thanks from :- **Assessment and Collection PG** PG.Trn No.10011702024031400142
Billing Name : SHRI M P DUMASIA Date : 14/03/2024 09:39:45
Assessee's Name : MEHERJI PESTONJI DUMASIA, MEHERJI PESTONJI DUMASIA Receipt No : 2024ACR04432076
Tax : Property
Account No FS1005290010000

State Code	PAN No.	GST No.	UIN No.	Place of Supply	Registered

Bill No.	Bill Dt.	Amount	ND+W.Fee+M.Pnlty+G.Pnlty+ Dischq.F.+Unlawful+Adm.	Total Dues	Early Bird Discount	Net Payable	Cash/ Chq Amt.
202310BIL21627942	26/02/2024	205178	0+0+0+0+0+0+0	205178	0	205178	205178
202320BIL21627943	26/02/2024	205178	0+0+0+0+0+0+0	205178	0	205178	103362

Seq.No.	Instrument type	Date	No.	MICR No.	Bank	Status	Amount				
1/	e-Pay/	14/03/2024/	166202602/	///	308540	Online Payment(NB)		410356	0	410356	308540

Net Amount	CGST	SGST	UGST	IGST	Gross Value
308540	0	0	0	0	308540

Total In Words: Three Lakh Eight Thousand Five Hundred Forty Only

Advance Payment
Remark : Part Payment
Type of Collection

HSN/SAC NO. : 999111
MCGM PAN NO. : AAALM0042L
MCGM GST NO. : 27AAALM0042L3Z4

Created By State Bank of India
Printed By :By Portal/Online
Printed On :14/03/2024 9:39

Note :- All amount in Rupees

IP-

Page 1 of 1

MAC-

FORMAT – A
(Circular 28/2021 dated 08/03/2021)

To

The MahaRERA
Housefin Bhavan,
Plot No. C-21, E-Block,
Bandra-Kurla Complex,
Bandra (East),
Mumbai 400 051.

LEGAL TITLE REPORT

Sub.: Title Clearance Certificate with respect to property being Municipal land or ground bearing Plot No. 48K of Naigaon Estate of the Mumbai Municipal Corporation in the City and Island of Mumbai within the Registration Sub-District and District of Mumbai City and Mumbai Suburban admeasuring 676 Sq. Yards equivalent to 565.22 Sq. Mtrs. as per the Property Register Card; 670 Sq. Yards equivalent to 560.12 Sq. Mtrs. as per the documents with the building of ground and one upper floor together with Petrol Pump appurtenances thereto and bearing Cadastral Survey No. 40/26 of Dadar-Naigaon Division and bearing Municipal "F" Ward No. 798(2) and 798(2A) and Street No. 212 situated at Dr. Babasaheb Ambedkar Road, Dadar (East), Mumbai 400 014 (briefly "**the Property**").

Project: **POLE STAR**

We have investigated the title of the Property on the request of **OM SHANTI HOUSING DEVELOPMENT COMPANY**, a partnership firm, registered under the provisions of the Indian Partnership Act, 1932, who is the Lessee and the Promoter and the following documents i.e.:

(A) Description of the Property:

Municipal land or ground bearing Plot No. 48K of Naigaon Estate of the Mumbai Municipal Corporation in the City and Island of Mumbai within the Registration Sub-District and District of Mumbai City and Mumbai Suburban admeasuring 676 Sq. Yards equivalent to 565.22 Sq. Mtrs. as per the Property Register Card; 670 Sq. Yards equivalent to 560.12 Sq. Mtrs. as per the documents with the building of ground and one upper floor together with Petrol Pump appurtenances thereto and bearing Cadastral Survey No. 40/26 of Dadar-Naigaon Division and bearing Municipal "F" Ward No. 798(2) and



798(2A) and Street No. 212 situated at Dr. Babasaheb Ambedkar Road, Dadar (East), Mumbai 400 014, and bounded as under:

- On or towards the East : By Dr. Babasaheb Ambedkar Road;
- On or towards the West : Partly by a private property bearing CS No. 63 and partly by private property bearing CS No. 65;
- On or towards the North : By Plot No. 48H of the said Estate;
- On or towards the South : By Shankar Abaji Palav Marg.

(B) The documents of allotment of the Property:

- (1) Deed of Lease dated 7th June, 1963 executed between the Municipal Corporation of Greater Mumbai and Piroja Meherji Dumasia & Anr.; and registered under No. BOM-2246-1963 on 19th March, 1964;
- (2) Deed of Assignment dated 31st December, 1994 executed between Piroja Meherji Dumasia and Dilip Hariram Somaiya; and registered under No. BBE-284-1995 on 27th September, 2002;
- (3) Deed of Assignment dated 31st December, 1994 executed between Piroja Meherji Dumasia and Nirav Dilip Somaiya; and registered under No. BBE-285-1995 on 27th September, 2002;
- (4) Deed of Assignment dated 31st December, 1994 executed between Banoo Noshir Kaikobad and Ashok Bhulchand Mukhi; and registered under No. BBE-286-1995 on 27th September, 2002;
- (5) Deed of Assignment dated 31st December, 1994 executed between Banoo Noshir Kaikobad and Sanjay Bhulchand Mukhi; and registered under No. BBE-287-1995 on 27th September, 2002;
- (6) Deed of Assignment dated 31st December, 1994 executed between Banoo Noshir Kaikobad and Deepak Bhulchand Mukhi; and registered under No. BBE-288-1995 on 27th September, 2002;
- (7) Deed of Assignment dated 31st December, 1994 executed between Piroja Meherji Dumasia and Sarla Dilip Somaiya; and registered under No. BBE-541-1995 on 27th September, 2002;
- (8) Deed of Assignment dated 22nd November, 2007 executed between Ashok Bhulchand Mukhi & 5 Ors. and Om Shanti Housing Development Company; and registered under No. BBE-2-9069-2007 on 12th December, 2007;
- (9) Deed of Partnership dated 17th September, 2014 between Paras Shantilal Porwal & 06 Ors., Solofix Infrastructure Pvt. Ltd. and Manju Paras Porwal & 06 Ors.; and registered under No. BBE-5-2962-2014;

- (10) Undertaking dated 26th December, 2014 deposed by Om Shanti Housing Development Company, through its partner Paras Shantilal Porwal; and registered under No. BBE-4-151-2015 on 12th January, 2015;
- (11) Deed of Mortgage dated 30th August, 2016 between STCI Finance Ltd., Om Shanti Housing Development Company and Good Value Financial Services Pvt. Ltd.; and registered under No. BBE-3-5345-2016 on 30th August, 2016; and
- (12) Deed of Release of Mortgage dated 3rd December, 2019 between STCI Finance Ltd., Om Shanti Housing Development Company and Good Value Financial Services Pvt. Ltd.; and registered under No. BBE-3-11012-2019 on 3rd December, 2019.

(C) Property Register Card:

Latest Property Register Card issued by the office of the City Survey & Land Records, Mumbai City.

(D) Search Report:

Search Report for 92 years from the year 1932 to 2023 (up to date).

On perusal of the above-mentioned documents and all other relevant documents relating to the title of the Property and as per the information provided by the Lessee and the Promoter, we are of the opinion that the title of **OM SHANTI HOUSING DEVELOPMENT COMPANY** as the Lessee and the Promoter is clear, marketable and without any encumbrances.

- | | | |
|---|---|--|
| 1. Lessee of the Property | : | OM SHANTI HOUSING DEVELOPMENT COMPANY |
| 2. Promoter | : | OM SHANTI HOUSING DEVELOPMENT COMPANY |
| 3. Qualifying comments/ remarks, if any | : | As per Annexure "A" |

The report reflecting the flow of title of the Lessee and the Promoter on the Property is enclosed herewith as **Annexure "A"**.

Encl.: Annexure "A"

Date: 2nd June, 2023


KADAM & COMPANY
Advocates



ANNEXURE "A"

Report reflecting the flow of the title of the Lessee and the Promoter

Re: Municipal land or ground bearing Plot No. 48K of Naigaon Estate of the Mumbai Municipal Corporation in the City and Island of Mumbai within the Registration Sub-District and District of Mumbai City and Mumbai Suburban admeasuring 676 Sq. Yards equivalent to 565.22 Sq. Mtrs. as per the Property Register Card; 670 Sq. Yards equivalent to 560.12 Sq. Mtrs. as per the documents with the building of ground and one upper floor together with Petrol Pump appurtenances thereto and bearing Cadastral Survey No. 40/26 of Dadar-Naigaon Division and bearing Municipal "F" Ward No. 798(2) and 798(2A) and Street No. 212 situated at Dr. Babasaheb Ambedkar Road, Dadar (East), Mumbai 400 014 (collectively "the Property").

Project: **POLE STAR**

1. For the purpose of this Report, we have relied on:

- (a) Copies of documents of allotment of Property;
- (b) Search Report dated 14th December, 2021 from the year 1932 to 2021;
- (c) Search Report dated 6th October, 2022 from the year 2021 to 2022;
- (d) Search Report dated 2nd June, 2023 from the year 2022 to 2023;
- (e) Property Register Card; and
- (f) Information provided by the Lessee and the Promoter.

2. Flow of Title as reflected in the documents of Allotment of Property, Search Report and entries in the Property Register Card:

- (a) Municipal Corporation of Greater Mumbai (briefly "MCGM") is the owner of all that piece and parcel of Municipal land or ground bearing Plot No. 48K of Naigaon Estate of the Mumbai Municipal Corporation in the City and Island of Mumbai within the Registration Sub-District and District of Mumbai City and Mumbai Suburban admeasuring 676 Sq. Yards equivalent to 565.22 Sq. Mtrs. situated at Dr. Babasaheb Ambedkar Road, Dadar (East), Mumbai 400 014 (briefly "the said Plot").

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- (b) By an agreement contained in a proposal made in writing by one Meherji Pestonji Dumasia and Piroja Meherji Dumasia (hereinafter referred to as "**the said Meherji Dumasia & Anr.**") and acceptance thereof by the MCGM under the hands of its Commissioner on 20th March, 1957, the said Meherji Dumasia & Anr. became entitled to enter upon the said Plot for the purpose of erecting buildings thereon and thereafter to the grant to themselves or to their nominee/s of a lease in respect of the said Plot together with the building/s erected thereon on the terms and conditions contained in the agreement referred to above.
- (c) The said Meherji Dumasia & Anr. constructed a building on the said Plot consisting of a ground and one upper floor with a porch together with Petrol Pump appurtenances thereto, which is assessed by the Assessor & Collector of Municipal Rates & Taxes under "F" Ward Nos. 798(2) and 798(2A) and Street No. 212 (briefly "**the said Old Building**"). The said Plot and the said Old Building shall hereinafter be collectively referred to as "**the Property**".
- (d) By and under an Indenture of Lease dated 7th June, 1963 executed between the MCGM (referred to therein as the Corporation) of the first part, the Municipal Commissioner (referred to therein as the Commissioner) of the Second Part, the said Meherji Dumasia & Anr., (referred to therein as the Confirming Party) of the Third Part and the said Piroja Meherji Dumasia and one Banoo Noshir Kaikobad (referred to therein as the Lessee) of the Fourth Part, the MCGM with the confirmation of the Municipal Commissioner and the said Meherji Dumasia & Anr. demised the Property unto the said Piroja Meherji Dumasia and Banoo Noshir Kaikobad as "joint tenants" for the period of 999 years commencing from 4th March, 1957 at the monthly rent and on the terms and conditions as contained therein. The said Indenture of Lease has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-2246-1963 on 19th March, 1964.



- (e) The said Piroja Meherji Dumasia, Banoo Noshir Kaikobad and one Vistasp N. Kaikobad were carrying on business in partnership in the name and style of M/s India Garage, Dadar and were running retail outlet of Petrol Pump from a portion of the said Plot as dealers of Hindustan Petroleum Corporation. However, it is informed by Om Shanti Housing Development Company that the said Petrol Pump is not in operation since April, 1993.
- (f) By and under an Indenture of Assignment dated 31st December, 1994 executed between the said Piroja Meherji Dumasia being the assignor and one Dilip Hariram Somaiya being the assignee, the said Piroja Meherji Dumasia assigned her 1/6th undivided share in the Property in favour of the said Dilip Hariram Somaiya on the terms and conditions as contained therein. The said Indenture of Assignment has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE-284-1995 on 27th September, 2002.
- (g) By and under another Indenture of Assignment dated 31st December, 1994 executed between the said Piroja Meherji Dumasia being the assignor and one Nirav Dilip Somaiya being the assignee, the said Piroja Meherji Dumasia assigned her 1/6th undivided share in the Property in favour of the said Nirav Dilip Somaiya on the terms and conditions as contained therein. The said Indenture of Assignment has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE-285-1995 on 27th September, 2002.
- (h) By and under an Indenture of Assignment dated 31st December, 1994 executed between Banoo Noshir Kaikobad being the assignor and one Ashok Bhulchand Mukhi being the assignee, the said Banoo Noshir Kaikobad assigned her 1/6th undivided share in the Property in favour of the said Ashok Bhulchand Mukhi on the terms and conditions as contained therein. The said Indenture of Assignment has been registered



with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE-286-1995 on 27th September, 2002.

- (i) By and under another Indenture of Assignment dated 31st December, 1994 executed between the said Banoo Noshir Kaikobad being the assignor and one Sanjay Bhulchand Mukhi being the assignee, the said Banoo Noshir Kaikobad assigned her 1/6th undivided share in the Property in favour of the said Sanjay Bhulchand Mukhi on the terms and conditions as contained therein. The said Indenture of Assignment has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE-287-1995 on 27th September, 2002.
- (j) By and under another Indenture of Assignment dated 31st December, 1994 executed between the said Banoo Noshir Kaikobad being the assignor and one Deepak Bhulchand Mukhi being the assignee, the said Banoo Noshir Kaikobad assigned her 1/6th undivided share in the Property in favour of the said Deepak Bhulchand Mukhi on the terms and conditions as contained therein. The said Indenture of Assignment has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE-288-1995 on 27th September, 2002.
- (k) By and under an Indenture of Assignment dated 31st December, 1994 executed between the said Piroja Meherji Dumasia being the assignor and one Sarla Dilip Somaiya being the assignee, the said Piroja Meherji Dumasia assigned her 1/6th undivided share in the Property in favour of the said Sarla Dilip Somaiya on the terms and conditions as contained therein. The said Indenture of Assignment has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE-541-1995 on 27th September, 2002.
- (l) The assignees in the abovementioned Indentures of Assignment viz. the said Dilip Harilal Somaiya, Nirav Dilip Somaiya, Ashok Bhulchand Mukhi, Sanjay Bhulchand Mukhi, Deepak Bhulchand Mukhi and Sarla Dilip



Somaiya (briefly "the said Dilip H. Somaiya & 5 Ors.") had lodged their respective Indentures for registration soon after their execution. However, the assignors in the said Indentures of Assignment didn't appear for admitting execution thereof. Therefore, registration qua the said assignors was refused and the said Indentures of Assignment were registered one sided on 27th September, 2002 under the registration numbers referred to in the foregoing clauses (f) to (k).

- (m) Thus, by virtue of the 06 different Indentures of Assignment as referred to in the foregoing clauses (f) to (k), the said Dilip H. Somaiya & 05 Ors. became entitled to leasehold rights of the Property.
- (n) There was an inadvertent error in all the above mentioned Indentures of Assignment inasmuch as that C.S. No. of the said Plot was mentioned as C.S. No. 65 of Dadar-Naigaum Division in place and instead of C.S. No. 40/26 of Dadar-Naigaum Division; and its area was mentioned as 670 Sq. Yards equivalent to 560.12 Sq. Mtrs. Therefore, by executing a Deed of Declaration-cum-Rectification dated 14th June, 2004 the said Dilip H. Somaiya & 05 Ors. rectified the C.S. No. of the said Plot in the 06 Indentures of Assignment as referred to in the foregoing clauses (f) to (k) and confirmed that the area of the said Plot as assigned to them is 676 Sq. Yards equivalent to 565.22 Sq. Mtrs. or thereabouts. The said Deed of Declaration-cum-Rectification has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE-2-4291-2004 on 14th June, 2004.
- (o) In terms of the 06 Indentures of Assignment as referred to in the foregoing clauses (f) to (k) the said firm of M/s India Garage, Dadar was entitled to continue to use and occupy a portion of the said Plot for a retail outlet of petrol pump as the sub-lessees of the said Dilip H. Somaiya & 05 Ors. for a period of 25 years at the nominal rent of Rs. 1/- per annum. However, prior to the expiry of the said 25 years' period the said M/s India Garage, Dadar surrendered the retail outlet of Petrol Pump to the said Dilip H.



Somaiya & 05 Ors. and as such the said Dilip H. Somaira & Ors. were in occupation and enjoyment of the same.

- (p) By and under an Indenture of Assignment dated 22nd November, 2007 executed between the said Dilip H. Somaiya & 05 Ors. being the assignors and Om Shanti Housing Development Company being the assignee, the said Dilip H. Somaiya & 05 Ors. assigned and transferred their leasehold rights in the Property in favour of Om Shanti Housing Development Company on the terms and conditions as contained therein. The said Indenture of Assignment has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE-2-09069-2007 on 5th December, 2007.
- (q) By and under a Deed of Partnership dated 17th September, 2014 executed between Paras Shantilal Porwal & 06 Ors. being the present partners, Solofix Infrastructure Pvt. Ltd. being the incoming partner and Manju Paras Porwal & 06 Ors. being the retired partners; the said Solofix Infrastructure Pvt. Ltd. was inducted as a partner in the firm of Om Shanti Housing Development Company; and the said Manju Paras Porwal & 06 Ors. retired therefrom. The said Deed of Partnership has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE-5-2962-2014 on 17th September, 2014. In the said Deed of Partnership the parties thereto have expressly recorded that the Property has been acquired by the firm i.e. Om Shanti Housing Development Company in the name of the firm and it is not brought in by any partner as his or her share of contribution in partnership.
- (r) Om Shanti Housing Development Company, through its partner Paras Shantilal Porwal, has submitted with the Asst. Commissioner (Estate) an Undertaking dated 26th December, 2014 wherein they have accepted the policy approved vide Improvement Committee Resolution (ICR) No. 130 dated 15th October, 2008 and Corporation Resolution (CR) No. 796 dated 11th November, 2008, subject to the final order that may be passed in the

✓



writ petitions which are pending before the Hon'ble Bombay High Court wherein the above policy has been challenged. As per the said policy it has been mandated that whenever lessee of the MCGM's Estate plot undertakes redevelopment of his plot, the original lease comes to an end; and the lessee/his successor in title has to execute a fresh lease with the MCGM for 30 years' tenure commencing from the date of the Commencement Certificate, renewable for further 30 years thereafter at the MCGM's discretion with the ground rent based on the current market rate. The said undertaking has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE-4-151-2015 on 12th January, 2015. Writ petitions as referred to above have not been decided till the date hereof.

- (s) Om Shanti Housing Development Company had availed loan of Rs. 30.00 Crores from STCI Finance Limited to be repaid on or before expiry of 36 months from the date of disbursement of loan; and had mortgaged the Property with the Mortgagee/STCI Finance Limited for the purpose of securing the mortgage debt. In furtherance thereto, a Deed of Mortgage dated 30th August, 2016 was executed between Om Shanti Housing Development Company as the mortgagor/borrower, Good Value Financial Services Pvt. Ltd. as the co-borrower and STCI Finance Ltd. as the mortgagee. The said Deed of Mortgage has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE-3-5345-2016 on 30th August, 2016.
- (t) Om Shanti Housing Development Company has repaid the loan availed from STCI Finance Limited. In pursuance thereto a Deed of Reconveyance dated 3rd December, 2019 has been executed between Om Shanti Housing Development Company and Good Value Financial Services Pvt. Ltd. and STCI Finance Ltd. inter alia recording the fact of repayment of loan and consequential discharge of mortgage security and reconveyance of the Property in favour of Om Shanti Housing Development Company. The said Deed of Reconveyance has been



registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE-3-11012-2019 on 3rd December, 2019.

(u) It is seen from the latest Property Register Card of the Property that the name of Om Shanti Housing Development Company has been recorded on the Property Register Card as the beneficial owner/lessee of the Property.

3. Encumbrances:

As per the investigation of title and disclosures made by Om Shanti Housing Development Company there aren't any encumbrances on the Property.

4. Any other relevant title:

As per the investigation of title and disclosures made by Om Shanti Housing Development Company there isn't any other relevant title in respect of the Property.

5. Litigations:

As per the investigation of title and disclosures made by Om Shanti Housing Development Company there aren't any litigations involving the Property and/or the proposed redevelopment thereof.


KADAM & COMPANY
Advocates





दस्तावेज क्रमांक व वर्ष: 9069/2007

Thursday, January 15, 2009

12:46:56 PM

दुय्यम निबंधक: मुंबई शहर २ (गुरकी)

पंजीयन क्रमांक

दिनांक

सूची क्र. दोन INDEX NO. II

गावाचे नाव : दादर-नाथगाव

(1) विलेखाचा प्रकार, मांगदल्याचे स्वरूप अमिहस्तांतरणपत्र व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) गावपत्ता क्र. 14,000,000/07
का.मा. क्र. 35,170,000/00

(2) भू-मापन, पोटहिरसा व घरक्रमांक (असल्यास)

(1) सिटिरस क्र: 40/20 बणक: डीड आऊ असाईनमेंट -जॉर्जेन व अंधकाव पट्टाकार (असाईनमेंट फॉर कॅ 48 कॅ, अचगाव इस्टेट: स्प्लिण्डल कार्ड क्र 708,21 व 709,21 व 710,21 व 711,21 व 712,21 - जमिनीचे क्षेत्र 560.12 चौ मी. व त्याद्वारे बांधकामाचे क्षेत्र 213.28 चौ मी. (असाईनमेंट क्र: 11)

(3) क्षेत्रफल

(4) आकारणी किंवा जुडी देण्यात आलेले तेंदळे

(1)

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता किंवा द्याणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतियादीचे नाव व संपूर्ण पत्ता

(1) अशाक वी मुंबई: घर/फ्लॅट क्र: 117 ए मध्यम वि. अचगाव, मुंबई - 400 007
गल्ली/रस्ता: - इमारतीचे नाव: - इमारत नं: - पेट/वसाहत: - शहर/गाव: - जिल्हा: -
पिन नंबर: ११० ००१
(2) सजय वी मुंबई: घर/फ्लॅट नं: वरीलपमाणे, मल्ली/रस्ता: - इमारतीचे नाव: -
इमारत नं: - पेट/वसाहत: - शहर/गाव: - जिल्हा: - पिन नंबर: ११० ००७
4954 जी

(3) विपक वी मुंबई: घर/फ्लॅट नं: वरीलपमाणे, मल्ली/रस्ता: - इमारतीचे नाव: -
इमारत नं: - पेट/वसाहत: - शहर/गाव: - जिल्हा: - पिन नंबर: ११० ००७
6869 जी.

(4) निरव दिलीप रमेश: घर/फ्लॅट नं: वरीलपमाणे, मल्ली/रस्ता: - इमारतीचे नाव: -
इमारत नं: - पेट/वसाहत: - शहर/गाव: - जिल्हा: - पिन नंबर: ११० ००७
025/जे.

(5) सरता दिलीप रमेश: घर/फ्लॅट नं: वरीलपमाणे, मल्ली/रस्ता: - इमारतीचे नाव: -
इमारत नं: - पेट/वसाहत: - शहर/गाव: - जिल्हा: - पिन नंबर: ११० ००७
4269 एच.

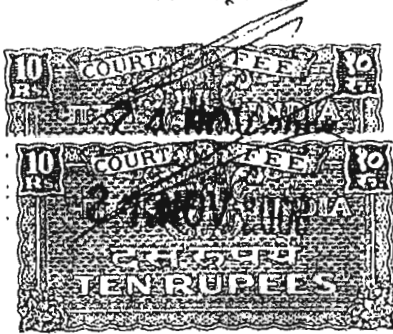
(6) दिलीप रमेश रमेश: घर/फ्लॅट नं: वरीलपमाणे, मल्ली/रस्ता: - इमारतीचे नाव: -
इमारत नं: - पेट/वसाहत: - शहर/गाव: - जिल्हा: - पिन नंबर: ११० ००७
6073 एच

(7) अशाक वी मुंबई: घर/फ्लॅट नं: वरीलपमाणे, मल्ली/रस्ता: - इमारतीचे नाव: -
इमारत नं: - पेट/वसाहत: - शहर/गाव: - जिल्हा: - पिन नंबर: ११० ००७
6073 एच

(6) दस्तऐवज करून देण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा द्याणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, तादीचे नाव व संपूर्ण पत्ता

(1) अशाक वी मुंबई: घर/फ्लॅट नं: वरीलपमाणे, मल्ली/रस्ता: - इमारतीचे नाव: -
इमारत नं: - पेट/वसाहत: - शहर/गाव: - जिल्हा: - पिन नंबर: ११० ००७
6073 एच

- (7) दिनांक करून दिल्याचा 20/11/2007
- (8) नोंदणीचा 15/12/2007
- (9) अनुक्रमांक खंड ग पृष्ठ 400/20
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु. 1,50,000/-
- (11) बाजारभावाप्रमाणे नोंदणी रु. 10,000/-
- (12) शेष



खरी प्रत

सह दुय्यम निबंधक, मुंबई-२

क्र. ७३/११/०९ ज्या अर्जांनुसार
यांना मुंबई ता. २३/११/०९ रोजी अर्जांनुसार
क्र. ७३ नक्कल दिली तारीख. २६/११/२००९

सह दुय्यम निबंधक, मुंबई-२



Customer's Copy Sr. No. _____ Date _____

Deposit Br. _____

Pay to: Acct. No. 00437200010056-Idbi bank A/C stamp duty

Type of Document	Special Adhesive
Stamp	Rs. 12,00,000
Penalty	Rs. 10
Service Charges	Rs. 12,00,010
Total	

Name of Stamp duty paying party
SHANTI HOUSING DEVELOPMENT CO.

Cheque / DD. No. 131515

Drawn on Bank ICICI Bank (Dadar)

Signature of Purchaser

(For Bank's Use Only)

DC No. _____

Bank: BANK LTD.

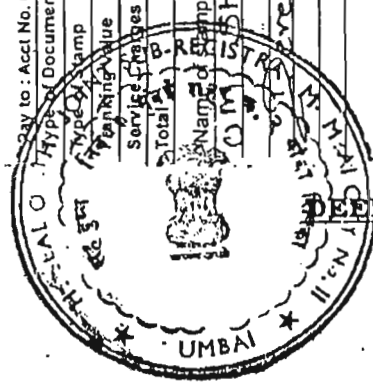
Branch: N. P. Branch

Franking No. 97226

Authorized Signatory (Sign. Name & EID) _____

From Cert. No: _____

Please sign the document in printed box



2007/19

2009

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT is made and executed at Mumbai this 22nd day of Nov, 2007 BETWEEN (1) MR. ASHOK B. MUKHI (2) MR. SANJAY B. MUKHI (3) MR. DEEPAK B. MUKHI (4) MR. NIRAV DILIP SOMAIYA (5) MRS. SARLA DILIP SOMAIYA (6) MR. DILIP H. SOMAIYA all of Mumbai Indian inhabitants having their address at 117/A Madhuban Building, Sion (West), Mumbai - 400 022 hereinafter referred to as **"the Assignors"** (which expression shall be construed to include their respective heirs, executors and administrators) **SHANTI HOUSING DEVELOPMENT COMPANY** a Partnership firm registered under the provisions of Indian Partnership Act 1932 consisting of CHAMPALAL DIPCHAND RATHOD as its partners having its Office at 9/A, Chunawala Compound, Bank road, Ambli Kalachowki, Mumbai - 400 003 hereinafter referred to as **"Assignees"** (which expression shall be construed to include their Partners/Partner, for the time being) and including

For Industrial Development Bank of India Ltd.

Industrial Development Bank of India Ltd. Wing A, 2nd Floor, Nariman Point, Mumbai-400021.

D-5/ST/11/C.R./1007/03/05/1029-1032

97226

164506

NOV 07 2007

16:37

MAHARASHTRA

INDIA

STAMP DUTY

NO. 122 2007

15:28

INDIA

STAMP DUTY

NO. 122 2007

15:28

W. H.

NB/88

OR

SOS

D. W.

Signature

Signature

SOS

D. W.

id

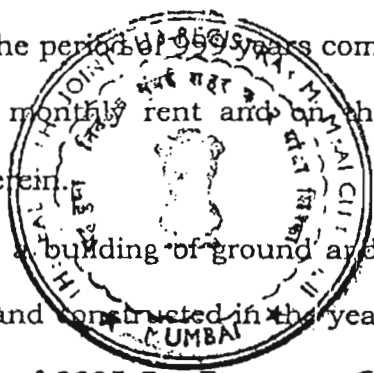
the survivors/survivor of them and their heirs, executors, administrators of the last survivor and their, his or her assigns of the Other Part:

11/11/72
eoe 2
7059

WHEREAS:

(i) By an Indenture of Lease dated the 7th June 1963, hereinafter referred to as "the said Lease" and registered with the Sub Registrar of Assurances at Bombay under Serial No. 2246 of 1963 and made between the Municipal Corporation of the City of Bombay (hereinafter referred to as "the Corporation") of the First Part, the Municipal Commissioner of the Corporation (hereinafter referred to as "the Commissioner") of the Second Part, Meherji Pestonji Dumasia and Mrs. Piroja Meherji Dumasia as the Confirming Parties of the Third Part and Mrs. Piroja Meherji Dumasia and Banoo Noshir Kaikobad (hereinafter referred to as "the Lessees") of the third part the Corporation demised unto the Lessees as joint tenants and the Commissioner and the Confirming Party confirmed unto the Lessees all that piece or parcel of land containing by admeasurement 670 Sq. Yards equivalent to 560.120 Sq. Meters being Plot No. 48 K of the Naigaon Estate of the Corporation and bearing Cadastral No. 40/26 of Dadar Naigaon Division for the period of 99 years commencing from 4th March 1967 at the monthly rent and on the terms and conditions contained therein.

(ii) There stands a building of ground and one upper floor ^{OF PETROL PUMP} on the said plot of land constructed in the year prior to 1940 having a total built up area of 2295 Sq. Ft. ^{OF THE} portion of the said plot ^{AS} was a Petrol Pump which



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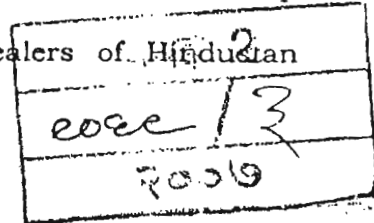
... is hereinafter referred to as "the said retail outlet".

(iii) The said Plot together with the existing building and the said retail outlet is hereinafter referred to as "the said property" and is more particularly described in the Schedule hereunder written and is shown on the plan thereof annexed hereto.

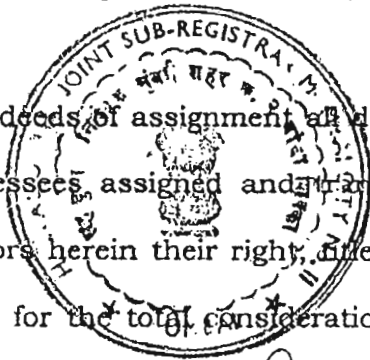
(iv) In the premises aforesaid the said Mrs. Piroja Meherji Dumasia and Mrs. Banoo Noshir Kaikobad were the Lessees of the Corporation in respect of the said property described in the Schedule hereunder written.

(v) The said Mrs. Piroja Meherji Dumasia and the said Mrs. Banoo Noshir Kaikobad are hereinafter collectively referred to as "the Lessees".

(vi) The said Lessees and one Vistasp N. Kaikobad were carrying on business in partnership in the name and style of M/s. India Garage, Dadar and were running business of Petrol Pump erected on the said retail outlet as dealers of Hindustan Petroleum Corporation Limited (HPCL).



(vii) By six deeds of assignment, all dated 31st December 1994, the said Lessees assigned and transferred unto the each of the Assignors herein their right, title, interest in the said property at / or for the total consideration of Rs. 54,00,000/- (Rupees Fifty four lakhs only).



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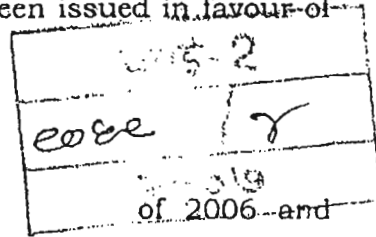
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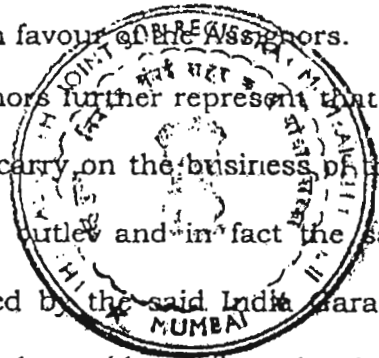
(viii) It has been informed by the Assignors that after executing the Deeds of Assignment in favour of the said Assignors by the said Lessees, they have lodged the said Deed of Assignment for registration within the stipulated time. However, the said Lessees failed to remain present at the time of registration and therefore the registration qua the said Lessees was refused and the said Deeds of Assignment were registered one sided and accordingly index II for the same have been issued in favour of the Vendors.



(ix) By six Deeds of Confirmation dated _____ respectively registered with the Sub-Registrar of Mumbai under Serial No. _____ of _____ of 2007 Mr. VISTASP NOSHIR KAIKOBAD being the sole legatee of the Lessees has Confirmed the Execution of the Aforesaid Deed of Assignment in favor of the Assignors herein.

(x) The Assignors have further represented to the Purchasers that pursuant to the above, they are in possession and enjoyment of the said property as exclusive owners thereof and the Municipal Corporation of Greater Bombay has also pursuant to the above documents assigned the Lease Rights with respect to the said property in favour of the Assignors.

(xi) The Assignors further represent that the said India Garage has ceased to carry on the business of the said Petrol Pump in the said retail outlet and in fact the said retail outlet has been surrendered by the said India Garage to the Assignors. And therefore, the said retail outlet is also in occupation and enjoyment of the Assignors herein.

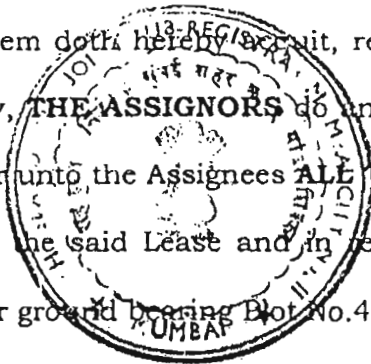


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- (xii) In the premises aforesaid the Assignors herein are jointly entitled to the said Property as more particularly described in the schedule hereunder written.
- (xiii) In the premises aforesaid each of the Assignors are entitled to 1/6th undivided share, right, title and interest in the said Property.
- (xiv) The Assignors have agreed to sell to the Assignees and the Assignees have agreed to purchase the right, title, interest of the Assignors in the said property on as is where is basis at / for the total consideration of Rs.2,40,00,000/- (Rupees ²Two crores Forty Lakhs Only).

Two
crores
Forty
Lakhs
Only

NOW THIS DEED WITNESSETH THAT in pursuance of the said six Deeds of Assignment all dated 31st December 1994 and referred to in the recitals herein and in consideration of the aggregate sum of Rs.2,40,00,000/- (Rupees two crores forty lacs only) paid by the Assignees and/or to its account to the Assignors before the execution hereof (the receipt whereof the Assignors do and each of them doth hereby admit and acknowledge and of and from the same and every part thereof do and each of them doth hereby admit, release and discharge the Assignee for ever) they, **THE ASSIGNORS** do and each of them doth hereby assign and transfer unto the Assignees **ALL THAT** their leasehold rights and interest under the said Lease and in regard to the piece or parcel of Municipal land or ground bearing Plot No.48K of Naigaon Estate of the Bombay Municipal Corporation in the City and Island of Bombay within the Registration Sub-District and District of Bombay City and



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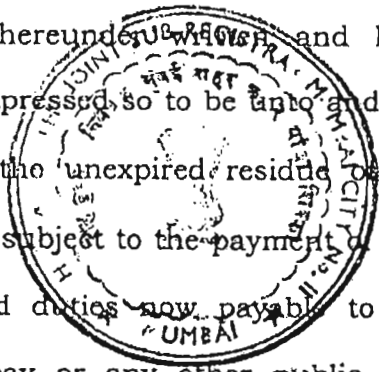
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Bombay Suburban admeasuring 670 sq. yds., equivalent to 560.12 sq. mtrs., or thereabouts and bearing Cadastral Survey No.40/26 of Dadar-Naigaon Division and bearing Municipal 'F' Ward No.798 (2) and 798 (2A) and Street No.212 and more particularly described in the Schedule hereunder written comprised in and demised by the Indenture of Lease dated 7th June 1963 executed by the Corporation in favour of the Lessees **TOGETHER WITH** the building of ground and one upper floor together with structure standing on the said erstwhile retail outlet i. e. a Petrol Pump appurtenances thereto on the said plot of land and now standing thereon in as is where is condition **TOGETHER WITH** all and singular the courts yards areas compounds sewers fences trees drains paths ways passages common gullies wells watercourses plants lights liberties privileges easements profits advantages rights members and appurtenances whatsoever to the said plot and every part thereof belonging to or in anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed therewith or reputed or known as part thereof or to belong or be appurtenant thereto **AND** all the estate right title interest use inheritance property possession benefit claim and demand whatsoever at law and in equity of the Assignors in to out of or upon the said land and every part thereof **TO HOLD** all and singular the said property more particularly

2
at law and in equity
2

described in the Schedule hereunder and hereby, granted assigned and transferred or expressed so to be unto and to the use and benefit of the Assignees for the unexpired residue of the said term created by the said Lease and subject to the payment of all rents, rates, taxes, assessments, dues and duties now payable to the Municipal Corporation of Greater Bombay or any other public body **AND** the Assignors do and each of them doth hereby covenant with the Assignees



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S.D.S.

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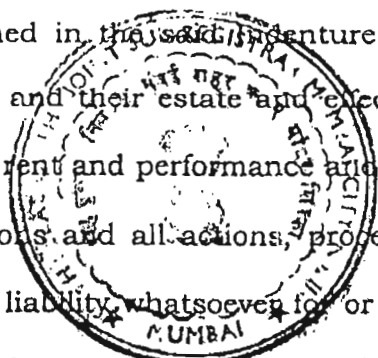
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equitably claiming any estate, right, title or interest at law or in equity in the demised premises or any part thereof by from under or in trust for them shall and will from time to time and at all times hereafter during the residue of the term of the said lease at the request and cost of the Assignees do and execute or cause to be done or executed, all such further and other lawful and reasonable acts, deeds, matters, things, conveyances and assurances in law whatsoever for the better, further and more perfectly granting and assuring the said plot hereby assigned or expressed so to be and every part thereof unto and to the use of the Assignees in the manner aforesaid as the Assignees its successors and assigns or its Counsels-in-law shall or may reasonably require AND the Assignors do and each of them doth hereby covenant with the Assignees that they have not done, omitted or knowingly or willingly suffered or been party or privy to any act, deed or thing whereby they are prevented from assigning and transferring the said property in manner aforesaid or whereby the same or any part thereof are is can or may be charged, incumbered or prejudicially affected in estate, title, or otherwise howsoever AND the Assignees do hereby covenant with the Assignors that the Assignees will henceforth during the residue of the said term pay the rents reserved by and perform and observe all the covenants by the Lessees and conditions contained in the said indenture of Lease and keep indemnified the Assignors and their estate and effect of from and against the payment of the said rent and performance and observance of the said covenants and conditions and all actions, proceedings, costs, damages, claims, demands and liability whatsoever for or on account of the same or in anywise relating thereto AND IT IS HEREBY DECLARED that the stamp duty and registration charges of and incidental to this Deed shall be borne and paid by the Assignees alone.

2
2022/12
C



[Handwritten signatures and initials]
S.D.S.
N.Y.S.
W.S.

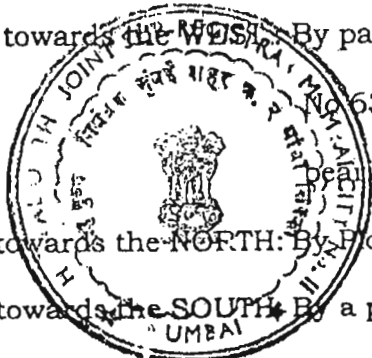
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of Municipal land or ground bearing Plot No.48K of Naigaon Estate of the Bombay Municipal Corporation in the City and Island of Bombay within the Registration Sub-District and District of Bombay City and Bombay Suburban admeasuring 670 sq. yds., equivalent to 560.12 sq. mtrs., or thereabouts with the building of ground and one upper floor together with a Petrol Pump appurtenances thereto and bearing Cadastral Survey No.40/26 of Dadar-Naigaon Division and bearing Municipal 'F' Ward No.798 (2) and 798 (2A) and Street No.212 and bounded as follows:

On or towards the EAST : By Dr. Ambedkar Road,

On or towards the WEST: By partly a private property bearing C.S.



No.63 and partly by private property

bearing C.S. No.65;

On or towards the NORTH: By Plot No.48H of the said estate; and

On or towards the SOUTH: By a passage.

Handwritten stamp with the number '2' and '2009'.

SIGNED AND DELIVERED by the)
 Withinnamed ASSIGNORS:)
 (1) MR. ASHOK B. MUKHI)
 (2) MR. SANJAY B. MUKHI)
 (3) MR. DEEPAK B. MUKHI)
 (4) MR. NIRAV DILIP SOMAIYA)
 (5) MRS. SARLA DILIP SOMAIYA)
 (6) MR. DILIP H. SOMAIYA)
 in the presence of ..D. G. Visaria)
 DIPEN G. VISARIA

Handwritten signatures: Ashok B. Mukhi, Sanjay B. Mukhi, Nirav D. Somaiya, Sarala D. Somaiya, Dilip H. Somaiya.

SIGNED AND DELIVERED by the)
 withinnamed ASSIGNEES:)
OM SHANTI HOUSING)
DEVELOPMENTCOMPANY)
 through its Partriers)
 1) CHAMPALAL D. RATHOD)
 2))
 in the presence of ...[Signature])

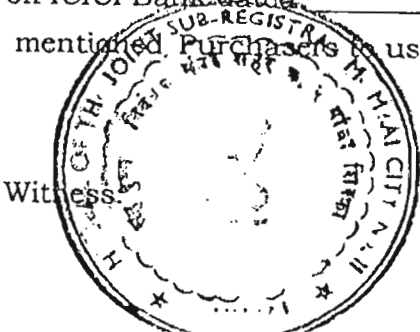
FOR OM SHANTI HOUSING DEVELOPMENT COMPANY
[Signature]
 PARTNER

RECEIPT

Received the day and year first herein-)
 above written of and from the within-)
 named OM SHANTI HOUSING)
 DEVELOPMENT COMPANY the sum of)
 Rs.2, 40,00,000/- (Rupees Two Crores)
 And Forty Lakhs only) by cheques drawn)
 on ICICI Bank dated _____ the within)
 mentioned Purchasers to us.)

2
2000 / 90
2000

Rs.2,40,00,000/-



WE SAY RECEIVED

Ashok B. Mukhi
 (1) ASHOK B. MUKHI

Sanjay B. Mukhi
 (2) SANJAY B. MUKHI

Deepak B. Mukhi
 (3) DEEPAK B. MUKHI

Nirav D. Somaiya
 (4) NIRAV DILIP SOMAIYA

Sarla D. Somaiya
 (5) SARLA DILIP SOMAIYA

Dilip H. Somaiya
 (6) DILIP H. SOMAIYA

Customer Copy	Sr. No. 8723
Deposit Br.	Date 22/11/07
Pay to : A/c. No. 99937200010056-Idbi A/C stamp duty	
Type of Document	
Type of Stamp	Special Adhesive
Banking Value	Rs. 5,59,000/-
Service Charges	Rs. 10/-
Total	Rs. 5,59,010/-
Name of stamp duty paying party	
Om Shanti Housing Development Company	
Cheque/DD. No. 131481	
Drawn on Bank	Bank
Signature of purchaser (For Bank's Use Only)	
DC No.	From Cont. No. Date :
Franking St. No.	
Authorised by (Sign., Name & EIN)	To
Please sign the declaration printed behind	



1. This is a true copy of the original which forms part of the office record and the copy of the original is retained in the office of the Registrar.

2. The copy of the original is retained in the office of the Registrar.

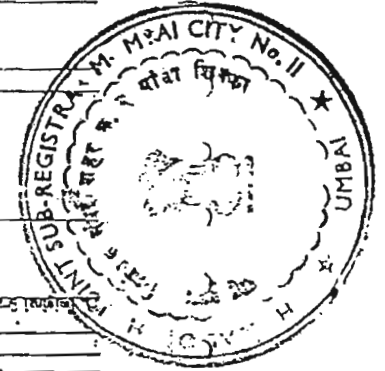
3. The copy of the original is retained in the office of the Registrar.

4. The copy of the original is retained in the office of the Registrar.

5. The copy of the original is retained in the office of the Registrar.

2009
192
192-2

Name of Applicant: M. S. S. S.
Date of Issue: 27/10/2008
Reference of Issue: 1234567890



1. Board Seal	2. Name of Person in Board Seal	3. Date of Issue
4. Name of Person in Board Seal	5. Date of Issue	6. Name of Person in Board Seal
7. Name of Person in Board Seal	8. Date of Issue	9. Name of Person in Board Seal
10. Name of Person in Board Seal	11. Date of Issue	12. Name of Person in Board Seal



676. रु सा. 40
565 22 58

TRUE EXTRACT

FROM
CADASTRAL SURVEY SHEET NO 527 [THE
SHOWING
CADASTRAL SURVEY NO 20/20
OF
DADAR - HAJI SAUM DIVISION
SCALE: 1 CM = 5 METERS



ए. ए. वी. पी. पालिका,
राज्य प्रशासन (अर्थ) - नवी मुंबई
दिनांक 01 MAR 2005
ह. ए. वी. पी. / राह.



Name of Applicant
Date of Application
Receiving No. / DATES
Date of Disposal



SHANKAR ABRAHAM ANAYANAR

CHARGES FOR THE CERTIFIED COPY OF
TRUE EXTRACT OF THE PLAN PS/100/

TRACED BY

COMPARED BY

MUMBAI

EST. SUPD. DIV. NO. 11
CITY SURVEY OFFICE NO. F

SUPERINTD.
MUMBAI CITY SURVEY

महानगरपालिका
विहिण व संकलन खाते

SHRI M P DUMASIA
INDIA GARAGE
VINCENT RD
MUMBAI

दस्तावेज क्रमांक	संशोधन क्रमांक	दिनांक	मार्ग
10-0529-00-1-0000	2003-07	2006 10/20	01/04/2006

श्री. सुदामाजी कृष्ण, दयागोत्र कुव/ वि. वि. डी. एम. अ. / पत्तार क. गावठाण अ.प. म. अ., पंजाब नगर,
मुंबई शहर, महाराष्ट्र राज्य

0(2)/212, DR BABASAHEB AMBEDKAR RD HOUSE WITH SH OPJ GR.W.NO 797

IERJI PESTONJI DUMASIA



	18. 10/10/2006 अ 18. 10/10/2006 18. 10/10/2006 इति	18. 10/10/2006 अ 18. 10/10/2006 18. 10/10/2006 इति
मूल मालमती	230	230
पानी वही	0	0
जल माल	163	163
सुविधा माल	0	0
सुविधा माल	98	98
सुविधा माल	96	96
सुविधा माल	120	120
सुविधा माल	78	78
सुविधा माल	15	15
सुविधा माल	813	813
सुविधा माल	0	0
सुविधा माल	813	813
सुविधा माल	4085	
सुविधा माल	250	
सुविधा माल	0	
सुविधा माल	432	
सुविधा माल	9	



Prior to 61-62

1555

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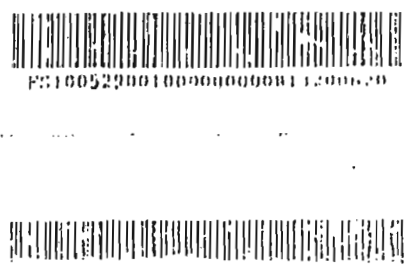
3009



मुंबई नगरपालिका वित्त विभाग
मुंबई नगरपालिका वित्त विभाग
मुंबई नगरपालिका वित्त विभाग
मुंबई नगरपालिका वित्त विभाग

F/S"ward Municipal Office Bldg
Junction of Dr.B.R.Ambedkar Road and
Jagganath Bhatankar Road,Parcel,
Mumbai- 400012.

दस्तावेज क्रमांक	FS-10-0529-00-1-0000	200620
पृष्ठ संख्या	813	
दस्तावेज क्रमांक	FS-10-0529-00-1-0000	200620
पृष्ठ संख्या	813	




स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
AALPS6073L

नाम / NAME
DILIP HARIRAM SOMAIYA

पिता का नाम / FATHER'S NAME
HARIRAM SOMAIYA

जन्म तिथि / DATE OF BIRTH
04-05-1940

हस्ताक्षर / SIGNATURE


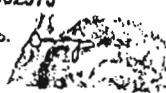
आयकर अधिकारी (कंप्यूटर केंद्र)
 Commissioner of Income-tax (Computer Operators)

आयकर विभाग
 INCOME TAX DEPARTMENT

भारत सरकार
 GOVT. OF INDIA

NIRAV DILIP SOMAIYA
 DILIP HARIRAM SOMAIYA

07/09/1970
 Permanent Account Number
AALPS0257J

हस्ताक्षर / Signature





स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
AAYP54269H

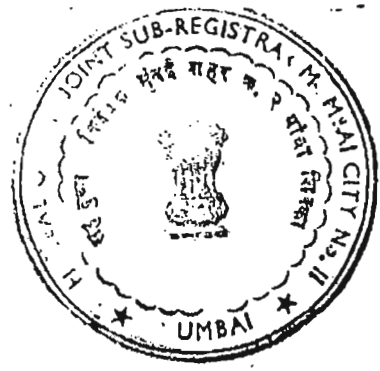
नाम / NAME
SARLA DILIP SOMAIYA

पिता का नाम / FATHER'S NAME
BHULCHAND TEKCHAND MUKHI

जन्म तिथि / DATE OF BIRTH
08-08-1947

हस्ताक्षर / SIGNATURE


आयकर अधिकारी (कंप्यूटर केंद्र)
 Commissioner of Income-tax (Computer Operators)





पृष्ठ-2
 एसे 194
 2009

आयकर विभाग
 INCOME TAX DEPARTMENT
 ASHOK BHULCHAND MUKHI
 BHULCHAND TEKCHAND MUKHI
 27/07/1951
 Permanent Account Number
 AABPM7711K
 Signature

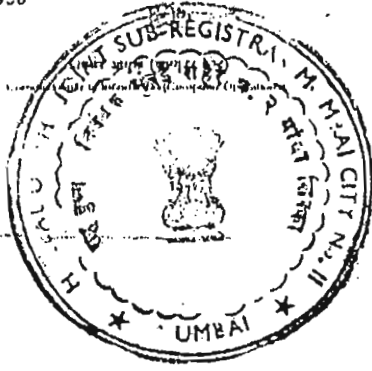
भारत सरकार
 GOVT. OF INDIA



स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
 AABPM6869J
 नाम / NAME
 DEEPAK BHULCHAND MUKHI
 पिता का नाम / FATHER'S NAME
 BHULCHAND TEKCHAND MUKHI
 जन्म तिथि / DATE OF BIRTH
 15-04-1964
 हस्ताक्षर / SIGNATURE

 आयकर निदेशक (प्रणाली)
 DIRECTOR OF INCOME TAX (SYSTEMS)

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
 AHSPM4954G
 नाम / NAME
 SANJAY BULCHAND MUKHI
 पिता का नाम / FATHER'S NAME
 BULCHAND TEKCHAND MUKHI
 जन्म तिथि / DATE OF BIRTH
 28-08-1958
 हस्ताक्षर / SIGNATURE


2
 2008/9
 2009





ICICI Bank
ICICI Bank Limited

BANKER'S CHEQUE

VALID FOR THREE MONTHS
FROM THE DATE OF ISSUE

NO PAYEE ONLY
NOT NEGOTIABLE

(ISSUING BRANCH)

BANK & BRANCH CODE

LOC DD. NO.

DATE 05-11-2007

229 DE

ON DEMAND PAY **JOINT SUB-REGISTRAR MUMBAI CITY II*******

Thirty Thousand only
RUPEES

OR ORDER

Rs. *****30,000.00

FOR VALUE RECEIVED

ICICI BANK LIMITED

32 DADAR

DD Drawee Branch

DADAR Branch: Pooni-wadi, 167C, Dr. Ambedkar Road, Dadar, MUMBAI-400 014.

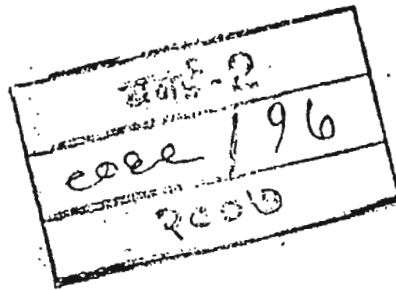
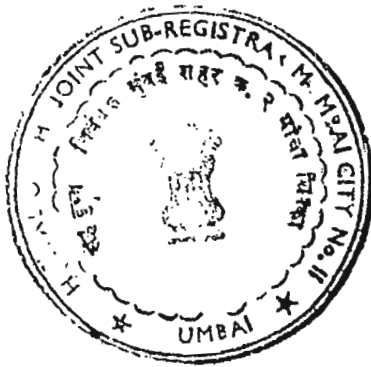
Handwritten signature

Authorized Signatory

Handwritten signature

Authorized Signatory

⑈131516⑈ 400229010⑈ 000001⑈ 12



Rate :- 14/100

shop - 14,000/- land - 30,000/-

Plot Area - 560.12 sq. mtrs.

x 1.4

784.16 sq. mtrs.

Total B'up Area = 2295 sq. ft. i.e.

213.28 sq. mtrs.

784.16

- 213.28

570.88

(A) 570.88 x 30,000 = 17,126,400/-

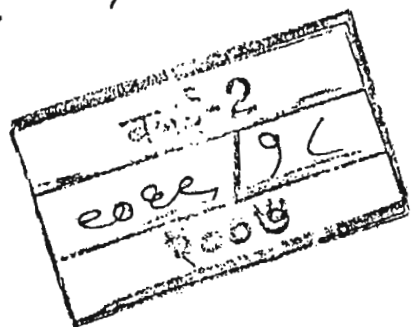
(B) 213.28 x 14,000 = 3,007,2480/- (60%)

18,043,488/-

✓ M.V. = 3,51,70,000/-

✓ S.D. = 17,58,500/-

✓ R.F. = 30,000/-



lakdavala & associates

consulting architects, project management consultant,
interior designers, government approved valuers, surveyors.
ahmed bldg., 38, gunpowder road, mazgaon, mumbai - 10. India

401, sankalp,
83, mather pacadi road,
mazgaon, mumbai - 400 010.
Tel. : 2377 4022 - 2373 8510
Fax : 2371 0982

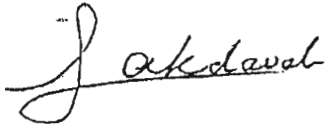
2007 December 1st

To whom so ever it may concern

This is to certify that the property Bearing Plot No.48K of Naigoan Estate of the Bombay Municipal Corporation in the city of Bombay & having C.S. No.40 / 26 of Dadar – Naigoan Division 'F' South Ward, Dr. Ambedkar Road, Mumbai.

The property is consist of piece of lease hold land admeasuring 565.22 sq.mt with structure standing there on, use as Petrol Pump having a builtup area of 213.28 sq.mt and 351.94 sq.mt open plot (unbuilt).

For Lakdavala & associates



(AR. A. A. LAKDAVALA)

Gov.Regt.Valuer No. CAT-I-197 of 1988

बवई-2
एवई/ए
२००७



2001-



AFFIDAVIT

Part I

Affidavit to be produced before the registering officer by the landlord/transferor for transfer of land with building within an urban agglomeration as defined under the Urban Land (Ceiling and Regulation) Act, 1976.

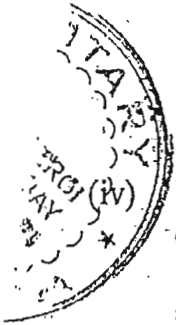
- We
1. ...MR...ASHOK...B...MUKHI....
 2. ...MR...SANJAY...B...MUKHI....
 3. ...MR...DEEPAK...B...MUKHI....
 4. ...MR...NIRAV...DILIP...SOMAIYA
 5. ...MR...SARITA...DILIP...SOMAIYA
 6. ...MR...DILIP...H...SOMAIYA

बबई-2
२००९ / २२
२००९

do hereby solemnly affirm and declare as under: -

- (i) That we are the holder of land bearing Cadastral Survey No. 40/26 of Dadar - Naigaum Division measuring 565.22 Sq. Mtrs. which we are intending to transfer by way of sale by Deed of Assignment.....
- (ii) The land described above is authorized built up. Out of land referred to above the area of 213.28 Sq. Mtrs. has been authorisedly built up and area of 351.94 Sq. Mtrs. is still open, but out of this area 15.55 Sq. Mtrs. is required to be kept open according to building regulation/development control Rules of Municipal Corporation / Municipality / Planning Authority viz under the rule framed by the concerned Planning Authority.
- (iii) The land referred to above viz Cadastral Survey No. 40/26 Dadar - Naigaum Division is not surplus vacant land as defined under the provisions of the Urban Land (Ceiling and Regulation) Act.

The Greater Bombay Co-operative Bank Ltd. Noida House, N.C. Nanewala, Aglary Trust Building, Dadar, Mumbai-400014.
 For the Register Bombay Co-op. Bank Ltd.
 U.S. / S. / P. / C. / R. 1024/0205/228-331
 Authorised Signatory
 184733
 08323
 184733
 DEC 25 2007
 10746
 08300062
 0835219
 RASHTRA
 DADA



I have filed statement under section 6 (1) of the Urban Land (Ceiling and Regulation) Act with the Competent Authority and it has been given his file Nos. as The statement is yet to be decide / has been decided with the result as follows:-

We understand that even if the document intending to transfer the property mentioned in item No. (1) above is allowed to be registered, we or any member of our family, is not absolved of any liabilities in connection with this property under the Urban Land (Ceiling and Regulation) Act. We also understand that the said property in spite of its transfer as proposed in the aforesaid document, may be included in our holding / holding of our family members, if so required by the provisions of Urban Land (Ceiling and Regulation) Act, as and when the Competent Authority decides the statement filed by the landholder under section 6(1) of the Act, if any, or as and when the issue as to whether there is any surplus land with us or any of our family members is taken up for consideration.

1. MR. ASHOK D. MUKHI

2. MR. SANJAY B. MUKHI

3. MR. JESPAR B. MUKHI

4. MR. NIBAV D. K. SOMAIYA

5. MR. SARLA D. K. SOMAIYA

6. MR. D. K. P. H. SOMAIYA

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Handwritten signature

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TRANSFERORS

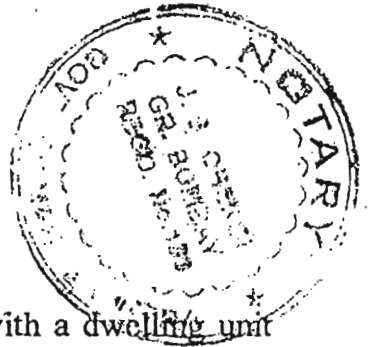
Date: 5/12/27

Place : Mumbai

J. S. OBEROI
Notary, Gr. Bombay

बवई-2
७०२२/२३
२००७





Part II

We have proposed to obtain land with building with a dwelling unit thereon specified in item No. 1 (i) of the affidavit filed by the Transferor.

Even after the proposed transfer of the lands, the total extent of land and / or land with the building with dwelling unit thereon would be within the ceiling limit, we own vacant land in excess of the ceiling limit before and /or after the transfer of the lands and we shall file the statement under subsection (1) of section 6 or section 15 (as the case may be) of the Act before Competent Authority within the time prescribed

Jayalal Patel
Transferee

ATTESTED BY MB

J.S. Oberoi
Notary, Gr. Bombay

IDENTIFIED BY ME

Nayankumar P. Rana
NAYANKUMAR P. RANA
B.A., LL.B., M.L.S.
ADVOCATE HIGH COURT, MUMBAI
B/10, ADARSH APARTMENTS,
SAHAR ROAD, CHAKALA,
ANDHERI (EAST), MUMBAI-400 090

बवई-2
2002/28
2009





05/12/2007

दुय्यम निबंधक:

दस्त गोषवारा भाग-1

बयड2

दस्त क्र: 9069/2007

2:02:04 pm

मुंबई शहर 2 (वरळी)

१२५

दस्त क्रमांक : 9069/2007


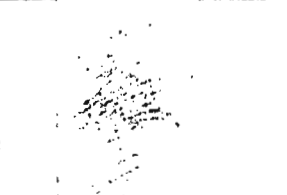

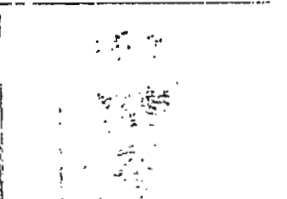






दस्ताचा प्रकार : अभिहस्तांतरणपत्र

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा टसा

<p>1 नाव: अशोक बी मुखे पत्ता: घर/फ्लॅट नं: 117 ए मधुवन वि, आयन, प, मुं 22 गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव:- तालुका: - पिन: - पॅन नम्बर: ए ए बी पी एम 7711क</p>	<p>लिहून देणार वय - सही <i>Jal Gul</i></p>		
<p>2 नाव: संजय बी मुखे पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव:- तालुका: - पिन: - पॅन नम्बर: ए ए एस पी एम 4954 जी</p>	<p>लिहून देणार वय - सही <i>Sanjay Mukhe</i></p>		
<p>3 नाव: दिपक बी मुखे पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव:- तालुका: - पिन: - पॅन नम्बर: ए ए बी पी उम 6869 जे</p>	<p>लिहून देणार वय - सही <i>Dipak Mukhe</i></p>		
<p>4 नाव: निरव दिलीप सोमैया पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव:- तालुका: - पिन: - पॅन नम्बर: ए ए एल पी एस 0257जे</p>	<p>लिहून देणार वय - सही <i>Nirav D. Somaiya</i></p>		
<p>5 नाव: सरला दिलीप सोमैया पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव:- तालुका: - पिन: - पॅन नम्बर: ए ए वाय पी एम 2269</p>	<p>लिहून देणार वय - सही <i>Sarala D. Somaiya</i></p>		



दस्तावेज करून देणार तथाकथीत अभिहस्तांतरणपत्र करून दिल्याचे कबूल करतात.

1 OF 2



05/12/2007

दुय्यम निबंधक:

2:02:04 pm

मुंबई शहर 2 (वरळी)

दस्त गोषवारा भाग-1



बयड2

दस्त क्र 9069/2007

२९

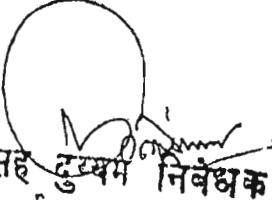
दस्त क्रमांक : 9069/2007

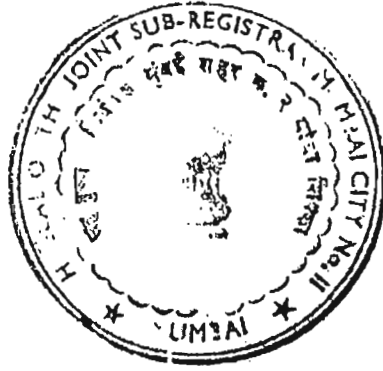
दस्ताचा प्रकार : अभिहरतांतरणपत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
6	नाम: दि.नीप एच सोमैया पत्ता: घर/फ्लॅट नं: करीलप्रमाणे गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेठ/वसाहत: - शहर/गाव: - तालुका: - पिन: - पॅन नम्बर: ए ए एल पी एस 6073 एल	लिहून देणार वय - सही D. S. Samant		

खालील 1 पक्षकारांची कबुली उपलब्ध नाही.

अनु क्र.	पक्षकाराचे नाव
7	ओम शांती होसिंग डेव्ह. कं. तर्फे भागीदार श्री धंपालाल दिपचंद राठोड


सह दुय्यम निबंधक
मुंबई शहर क्र. २.





दस्त गोषवारा भाग - 2

ब.इ.2

दस्त क्रमांक (9069/2007)

दस्त क्र. [ब.इ.2-9069-2007] चा गोषवारा
बाजार मूल्य :35170000 मोबदला 24000000 भरलेले मुद्रांक शुल्क : 1759000

पावर्त. क्र.:9116 दिनांक:05/12/2007

पावतीचे वर्णन

नांव: अशोक बी मुखी

दस्त हजर केल्याचा दिनांक 05/12/2007 01:50 PM

निष्पादनाचा दिनांक : 22/11/2007

दस्त हजर करणा-याची सही :

30000 : नोंदणी फी

560 : नक्कल (अ. 11(1)), पृष्ठांकनाचे शुल्क (अ. 11(2)),

रुजवात (अ. 2) व छायाचित्रण (अ. 3) एकत्रित फी

30560: एकूण

दस्ताचा प्रकार :25) अभिहस्तांतरणपत्र

शिक्षा क्र. 1 ची वेळ : (सादरीकरण) 05/12/2007 01:50 PM

शिक्षा क्र. 2 ची वेळ : (फी) 05/12/2007 02:00 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तींशी ओळखतात, व त्यांची ओळख पटवितात.

1) हर्श एम छेडा, घर/फ्लॅट नं: ९ ए, घुमावाली कपाऊड, काळाचीक, मु 33

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

2) दिपेन विसारीया, घर/फ्लॅट नं: 2, 6 वा. मजला, गुरु हिम्मत, मु. 10

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

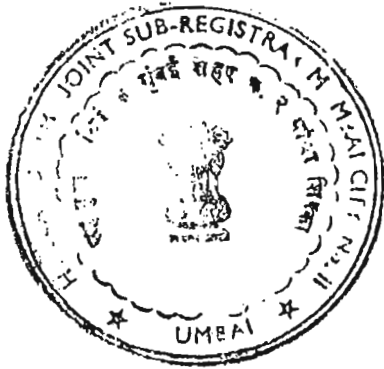
तालुका: -

पिन: -

D. G. V. Sarna



दु. निबंधकाची सही
मुंबई शहर 2 (वरळी)



12/12/2007 1:03:09 pm

दुय्यम निबंधक:
मुंबई शहर 2 (वरळी)

दस्त गोषवारा भाग-1



बवइ2

दस्त क्र 9069/2007

25

दस्त क्रमांक : 9069/2007

दस्ताचा प्रकार : अभिहस्तांतरणपत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
7	नाम: ओम शांती हॉसिंग डेव्ह. क. रफे भागीदार श्री चंपालाल दिपंधय राठोड पत्ता: घर/प्लॉट नं: 9 ए, चुनावाला कंपाऊंड, परेल टॉक रोड, आंबेवाडी, काळाचौकि, मुं 33 गल्ली/रस्ता: - ईम	लिहून घेणार वय 52 सही		

Champalal Rathod



[Signature]
सह दुय्यम निबंधक
मुंबई शहर वरळी.



दस्त गोषवारा भाग - 2

बबइ2

दस्त क्रमांक (9069/2007)

re

दस्त क्र. [बबइ2-9069-2007] चा गोषवारा
बाजार मुल्य :35170000 मोबदला 24000000 मरलेले मुद्रांक शुल्क : 1759000

पावती क्र.:9113 दिनांक:05/12/2007
पावतीचे वर्णन
नांव: अशोक बी मुखी

दस्त हजर केल्याचा दिनांक :05/12/2007 01:50 PM
निष्पादनाचा दिनांक : 22/11/2007
दस्त हजर करणा-याची सही :

30000 :नोंदणी फी
560 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(अ. 11(2)).
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

30560: एकूण

दस्ताचा प्रकार :25) अभिहस्तांतरणपत्र
शिकका क्र. 1 ची वेळ : (सादरीकरण) 05/12/2007 01:50 PM
शिकका क्र. 2 ची वेळ : (फी) 05/12/2007 02:00 PM(कार्यवाही पूर्ण)
शिकका क्र. 3 ची वेळ : (कमुली) 12/12/2007 01:03 PM
शिकका क्र. 4 ची वेळ : (ओळख) 12/12/2007 01:03 PM

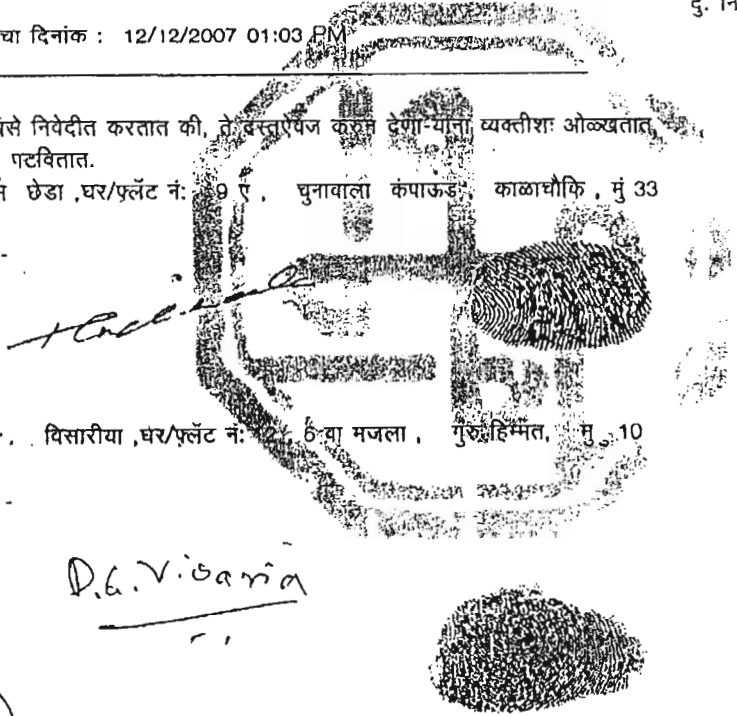
दु. निबंधकाची सही, मुंबई शहर 2 (घरजी)

दस्त नोंद केल्याचा दिनांक : 12/12/2007 01:03 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तपत्र करून देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

- हरीश एमं छेडा, घर/फ्लॅट नं: 9 ए, चुनावाला कंपाऊंड, काळाघोकि, मुं 33
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -
- दिपेन, विसारीया, घर/फ्लॅट नं: 6 वा मजला, गुरुहिम्मत, मुं 10
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -



दु. निबंधकाची सही
मुंबई शहर 2 (घरजी)



प्रमाणित करण्यात येते की,
दस्तापत्रे एकूण... 2... पाने आहेत
पुस्तक क्रमांक १, बबई-२/ २०२१/...२००७
नोंदला: 92/92/2000
दिनांक

सह: दु. निबंधकाची सही, मुंबई शहर-२
अपीलची सुनावणी करण्यात येईल
निबंधकाचे राय अधिकार उरलेला

10. Name of Person to be Registered

11. Mode of Acquisition by Person

12. Profession of Title

(17) (REGD NO. REC-27069/2007) REGD BY ASSIGNED P.A. S.S. 2007 (REGD NO. 12/12/2007) PRESENT P.A. S.S. 1 IN THE REGD AS ASSISTANT TO J. ESTABLISHMENT/2444, E.T. 111 AT 10/02/2007. VIDE REGD LETTER NO. AC/ ENGINEER (IMP)-111 (STATICS), ACMA, VIDE REGD TR. NO. 250/2007

13. Details from Public Book of Land

14. Lease from Public Book of Land

15. Form 16. Serial Number of Title

16. Fee to be Paid

17. Fee to be Paid

18. Date

LEASE FROM 1-2-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

19. Date

LEASE FROM 1-2-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

20. Date

LEASE FROM 1-2-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

21. Date

LEASE FROM 1-2-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

22. Date

LEASE FROM 1-2-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

23. Date

LEASE FROM 1-2-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

24. Date

LEASE FROM 1-2-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

25. Date

LEASE FROM 1-2-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

26. Date

LEASE FROM 1-2-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

27. Date

LEASE FROM 1-2-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

28. Date

LEASE FROM 1-2-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

29. Date

LEASE FROM 1-2-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

30. Date

LEASE FROM 1-2-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

31. Date

LEASE FROM 1-2-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

32. Date

LEASE FROM 1-2-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

33. Date

LEASE FROM 1-2-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

34. Date

LEASE FROM 1-2-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

35. Date

LEASE FROM 1-2-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

36. Date

LEASE FROM 1-2-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

37. Date

LEASE FROM 1-2-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

38. Date

LEASE FROM 1-2-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

REGD NO. 10/1-1-30 FOR 20 YEARS FROM 1-2-30 AT A RENT OF Rs. 1000/-

18 June 2007

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Assistant Special Assistant City Survey Office No. 172, Mumbai.

This Extract of C. S. Register Issued under the search application only.

18/11/07

18

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai on this _____ day of _____ in the Year Two Thousand & _____;

BETWEEN

OM SHANTI HOUSING DEVELOPMENT COMPANY, a partnership firm, registered under the provisions of the Indian Partnership Act, 1932, having its office at 13th Floor, B Wing, Peninsula Business Park, Opp. Peninsula Corporate Business Park, Senapati Bapat Marg, Lower Parel (West), Mumbai 400 013, hereinafter referred to as "**THE PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include the partners or partner for the time being of the said Firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her assigns) of the **One Part**;

AND

_____, an adult Indian Inhabitant of Mumbai, residing at _____ hereinafter referred to as "**THE ALLOTTEE**" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include his/her/their heirs, executors, administrators and assigns) of the **Other Part**;

WHEREAS:

- (A) Municipal Corporation of Greater Mumbai (hereinafter referred to as "**MCGM**") is the owner of all that piece or parcel of municipal land or ground bearing Plot No. 48K of Naigaon Estate of the MCGM in the City and Island of Mumbai within the Registration Sub-District and District of Mumbai City and Mumbai Suburban admeasuring 676 Sq. Yards equivalent to 565.22 Sq. Mtrs. as per the Property Register Card; 670 Sq. Yards equivalent to 560.12 Sq. Mtrs. as per the documents bearing Cadastral Survey No. 40/26 of Dadar-Naigaon Division situated at Dr. Babasaheb Ambedkar Road, Dadar (East), Mumbai 400 014 (hereinafter referred to as "**the said Plot**").

Promoter

Allottee

- (B) By an agreement contained in a proposal made in writing by one Meherji Pestonji Dumasia and Piroja Meherji Dumasia (hereinafter referred to as **“the said Meherji Dumasia & Anr.”**) and acceptance thereof by the MCGM under the hands of its commissioner on 20th March, 1957, the said Meherji Dumasia & Anr. became entitled to enter upon the said Plot for the purpose of erecting buildings thereon and thereafter to the grant to themselves or to their nominee/s of a lease in respect of the said Plot together with the building/s erected thereon on the terms and conditions contained in the agreement referred to above.
- (C) The said Meherji Dumasia & Anr. constructed a building on the said Plot consisting of a ground and one upper floor with a porch together with Petrol Pump appurtenances thereto, which is assessed by the Assessor & Collector of Municipal Rates & Taxes under “F” Ward Nos. 798(2) and 798(2A) and Street No. 212 (briefly **“the said Old Building”**). The said Plot and the said Old Building shall hereinafter be collectively referred to as **“the said Property”**.
- (D) By and under an Indenture of Lease dated 7th June, 1963 executed between the MCGM (referred to therein as the Corporation) of the first part, the Municipal Commissioner (referred to therein as the Commissioner) of the Second Part, the said Meherji Dumasia & Anr., (referred to therein as the Confirming Party) of the Third Part and the said Piroja Meherji Dumasia and one Banoo Noshir Kaikobad (referred to therein as the Lessee) of the Fourth Part, the MCGM with the confirmation of the Municipal Commissioner and the said Meherji Dumasia & Anr. demised the said Property unto the said Piroja Meherji Dumasia and Banoo Noshir Kaikobad as **“joint tenants”** for the period of 999 years commencing from 4th March, 1957 at the monthly rent and on the terms and conditions as contained therein. The said Indenture of Lease has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-2246-1963 on 19th March, 1964.

Promoter

Allottee

- (E) The said Piroja Meherji Dumasia, Banoo Noshir Kaikobad and one Vistasp N. Kaikobad were carrying on business in partnership in the name and style of M/s India Garage, Dadar and were running retail outlet of Petrol Pump from a portion of the said Plot as dealers of Hindustan Petroleum Corporation. However, the said Petrol Pump is not in operation since April, 1993.
- (F) By and under an Indenture of Assignment dated 31st December, 1994 executed between the said Piroja Meherji Dumasia being the assignor and one Dilip Hariram Somaiya being the assignee, the said Piroja Meherji Dumasia assigned her 1/6th undivided share in the said Property in favour of the said Dilip Hariram Somaiya on the terms and conditions as contained therein. The said Indenture of Assignment has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE-284-1995 on 27th September, 2002.
- (G) By and under another Indenture of Assignment dated 31st December, 1994 executed between the said Piroja Meherji Dumasia being the assignor and one Nirav Dilip Somaiya being the assignee, the said Piroja Meherji Dumasia assigned her 1/6th undivided share in the said Property in favour of the said Nirav Dilip Somaiya on the terms and conditions as contained therein. The said Indenture of Assignment has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE-285-1995 on 27th September, 2002.
- (H) By and under an Indenture of Assignment dated 31st December, 1994 executed between Banoo Noshir Kaikobad being the assignor and one Ashok Bhulchand Mukhi being the assignee, the said Banoo Noshir Kaikobad assigned her 1/6th undivided share in the said Property in favour of the said Ashok Bhulchand Mukhi on the terms and conditions as contained therein. The said Indenture of Assignment has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE-286-1995 on 27th September, 2002.

Promoter

Allottee

- (I) By and under another Indenture of Assignment dated 31st December, 1994 executed between the said Banoo Noshir Kaikobad being the assignor and one Sanjay Bhulchand Mukhi being the assignee, the said Banoo Noshir Kaikobad assigned her 1/6th undivided share in the said Property in favour of the said Sanjay Bhulchand Mukhi on the terms and conditions as contained therein. The said Indenture of Assignment has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE-287-1995 on 27th September, 2002.
- (J) By and under another Indenture of Assignment dated 31st December, 1994 executed between the said Banoo Noshir Kaikobad being the assignor and one Deepak Bhulchand Mukhi being the assignee, the said Banoo Noshir Kaikobad assigned her 1/6th undivided share in the Property in favour of the said Deepak Bhulchand Mukhi on the terms and conditions as contained therein. The said Indenture of Assignment has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE-288-1995 on 27th September, 2002.
- (K) By and under an Indenture of Assignment dated 31st December, 1994 executed between the said Piroja Meherji Dumasia being the assignor and one Sarla Dilip Somaiya being the assignee, the said Piroja Meherji Dumasia assigned her 1/6th undivided share in the said Property in favour of the said Sarla Dilip Somaiya on the terms and conditions as contained therein. The said Indenture of Assignment has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE-541-1995 on 27th September, 2002.
- (L) The assignees in the abovementioned Indentures of Assignment viz. the said Dilip Harilal Somaiya, Nirav Dilip Somaiya, Ashok Bhulchand Mukhi, Sanjay Bhulchand Mukhi, Deepak Bhulchand Mukhi and Sarla Dilip Somaiya (briefly "**the said Dilip H. Somaiya & 5 Ors.**") had lodged their respective Indentures for registration soon after their execution. However, the assignors in the said Indentures of Assignment didn't appear for admitting execution thereof. Therefore, registration qua the said assignors
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Promoter

Allottee

was refused and the said Indentures of Assignment were registered one sided on 27th September, 2002 under the registration numbers referred to in the foregoing clauses (F) to (K).

- (M) Thus, by virtue of the 06 different Indentures of Assignment as referred to in the foregoing clauses (F) to (K), the said Dilip H. Somaiya & 05 Ors. became entitled to leasehold rights of the Property.
- (N) There was an inadvertent error in all the above mentioned Indentures of Assignment inasmuch as that C.S. No. of the said Plot was mentioned as C.S. No. 65 of Dadar-Naigaum Division in place and instead of C.S. No. 40/26 of Dadar-Naigaum Division; and its area was mentioned as 670 Sq. Yards equivalent to 560.12 Sq. Mtrs. Therefore, by executing a Deed of Declaration-cum-Rectification dated 14th June, 2004 the said Dilip H. Somaiya & 05 Ors. rectified the C.S. No. of the said Plot in the 06 Indentures of Assignment as referred to in the foregoing clauses (F) to (K) and confirmed that the area of the said Plot as assigned to them is 676 Sq. Yards equivalent to 565.22 Sq. Mtrs. or thereabouts. The said Deed of Declaration-cum-Rectification has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE-2-4291-2004 on 14th June, 2004.
- (O) In terms of the 06 Indentures of Assignment as referred to in the foregoing clauses (F) to (K) the said firm of M/s India Garage, Dadar was entitled to continue to use and occupy a portion of the said Plot for a retail outlet of petrol pump as the sub-lessees of the said Dilip H. Somaiya & 05 Ors. for a period of 25 years at the nominal rent of Rs. 1/- per annum. However, prior to the expiry of the said 25 years' period the said M/s India Garage, Dadar surrendered the retail outlet of Petrol Pump to the said Dilip H. Somaiya & 05 Ors. and as such the said Dilip H. Somaira & Ors. were in occupation and enjoyment of the same.
- (P) By and under an Indenture of Assignment dated 22nd November, 2007 executed between the said Dilip H. Somaiya & 05 Ors. being the assignors and the Promoter herein being the assignee, the said Dilip H. Somaiya & 05

Promoter

Allottee

Ors. assigned and transferred their leasehold rights in the Property in favour of the Promoter on the terms and conditions as contained therein. The said Indenture of Assignment has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE-2-09069-2007 on 5th December, 2007.

- (Q) By and under a Deed of Partnership dated 17th September, 2014 executed between Paras Shantilal Porwal & 06 Ors. being the present partners, Solofix Infrastructure Pvt. Ltd. being the incoming partner and Manju Paras Porwal & 06 Ors. being the retired partners; the said Solofix Infrastructure Pvt. Ltd. was inducted as a partner in the firm of Om Shanti Housing Development Company, the Promoter herein; and the said Manju Paras Porwal & 06 Ors. retired therefrom. The said Deed of Partnership has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE-5-2962-2014 on 17th September, 2014. In the said Deed of Partnership the parties thereto have expressly recorded that the Property has been acquired by the firm i.e. the Promoter in the name of the firm and it is not brought in by any partner as his or her share of contribution in partnership.
- (R) The Promoter, through its partner Late Paras Shantilal Porwal, has submitted with the Asst. Commissioner (Estate) an Undertaking dated 26th December, 2014 wherein they have accepted the policy approved vide Improvement Committee Resolution (ICR) No. 130 dated 15th October, 2008 and Corporation Resolution (CR) No. 796 dated 11th November, 2008, subject to the final order that may be passed in the writ petitions which are pending before the Hon'ble Bombay High Court wherein the above policy has been challenged. As per the said policy it has been mandated that whenever lessee of the MCGM's Estate plot undertakes redevelopment of his plot, the original lease comes to an end; and the lessee/his successor in title has to execute a fresh lease with the MCGM for 30 years' tenure commencing from the date of the Commencement Certificate, renewable for further 30 years thereafter at the MCGM's discretion with the ground rent based on the current market rate. The said undertaking has been registered

with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE-4-151-2015 on 12th January, 2015. Writ petitions as referred to above have not been decided till the date hereof.

- (S) The Promoter had availed loan of Rs. 30.00 Crores from STCI Finance Limited to be repaid on or before expiry of 36 months from the date of disbursement of loan; and had mortgaged the Property with the Mortgagee/STCI Finance Limited for the purpose of securing the mortgage debt. In furtherance thereto, a Deed of Mortgage dated 30th August, 2016 was executed between Om Shanti Housing Development Company as the mortgagor/borrower, Good Value Financial Services Pvt. Ltd. as the co-borrower and STCI Finance Ltd. as the mortgagee. The said Deed of Mortgage has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE-3-5345-2016 on 30th August, 2016.
- (T) The Promoter repaid the loan availed from STCI Finance Limited. In pursuance thereto a Deed of Reconveyance dated 3rd December, 2019 was executed between the Promoter, Good Value Financial Services Pvt. Ltd. and STCI Finance Ltd. inter alia recording the fact of repayment of loan and consequential discharge of mortgage security and reconveyance of the Property in favour of the Promoter. The said Deed of Reconveyance has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE-3-11012-2019 on 3rd December, 2019.
- (U) In the premises, the Promoter is seized and possessed of or otherwise well and sufficiently entitled to the leasehold rights of the said Property as the ultimate assignee/MCGM's lessee in respect thereof.
- (V) The Promoter has undertaken development of the said Property under the applicable provisions of the Development Control & Promotion Regulations for Greater Mumbai, 2034 pursuant to which the Promoter, after demolishing the said Old Building, will construct a multistoried building on the said Plot consisting of Basement + Ground Floor + 1st and 2nd Parking

Promoter

Allottee

Floors + 3rd Service Floor + 4th to 21st Residential Floors (hereinafter referred to as **“the said New Building”**). Development so undertaken by the Promoter shall hereinafter be referred to as **“the Project”**.

- (W) The Promoter has entered into a standard agreement with Architect M/s. Aakar Architects and Consultants registered with the Council of Architects (hereinafter referred to as **“the said Architect”**) and such agreement is as per the agreement prescribed by the Council of Architects.
- (X) The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the said New Building and the Promoter accepts the professional supervision of the said Architect and Structural Engineer till completion of the said New Building.
- (Y) The Estate Department of the MCGM, vide its letter bearing No. ____ has granted NOC for construction of the said New Building on the said Plot.
- (Z) MCGM has sanctioned plans of the said New Building and issued I.O.D. bearing No. EB/1041/FS/A/IOD/1/New dated 30th August, 2022 in favour of the Promoter. MCGM has also issued Commencement Certificate for the construction of the said New Building bearing No.EB/1401/FS/A/CC/1/New dated 3rd November 2022. The Promoter shall obtain the balance approvals from MCGM and other concerned authorities from time to time, so to obtain Occupation Certificate for the said New Building.
- (AA) While sanctioning plans of the said New Building MCGM and/or the Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project and the said New Building; and upon due observance and performance of which only the completion or occupation certificate in respect of the said New Building shall be granted by MCGM.

Promoter

Allottee

(BB) The Promoter has registered the Project under the provisions of the Maharashtra Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**the said Act**") with the Maharashtra Real Estate Regulatory Authority (hereinafter referred to as "**MahaRERA**") under No. _____.

(CC) The Promoter has demolished the said Old Building and commenced construction of the said New Building in accordance with the sanctioned plans.

(DD) The Promoter has the sole and exclusive right to sell and dispose of the apartments in the Sale Wing of the said New Building, to enter into agreements with the allottees of such apartments and to receive the sale price in respect thereof.

(EE) The Allottee applied to the Promoter for allotment of a residential Apartment No. _____ admeasuring ___ Sq. Ft. (RERA carpet) equivalent to ___ Sq. Mtrs. on the ___ floor of the said New Building (i.e. ___ residential floor above the service floor) as shown by red colour boundary lines on the plan annexed hereto as **Annexure "___"** (hereinafter referred to as "**the said Apartment**") along with ___ car parking space in the basement/___ parking floor of the said New Building (hereinafter referred to as "**the said Car Parking Space(s)**"). The said Apartment and the said Car Parking Space(s) have been more particularly described as **FIRSTLY** in the **SECOND SCHEDULE** hereunder written.

(FF) Carpet area of the said Apartment is ___ Sq. Ft. equivalent to ___ Sq. Mtrs. and "carpet area" means the net usable floor area of the said Apartment excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace appurtenant to the said Apartment for exclusive use of the Allottee, but

Promoter

Allottee

includes the area covered by the internal partition walls of the said Apartment.

(GG) On demand from the Allottee the Promoter has given inspection to the Allottee of all the documents of title relating to the said Property and the plans, design and specifications prepared by the said Architect and of such other documents as are specified under the said Act and the Rules and Regulations made thereunder. Further, the Promoter has informed the Allottee that the said New Building is being constructed with deficient open space, which is accepted by the Allottee.

(HH) Pursuant to negotiations between the parties, the Promoter has agreed to sell to the Allottee and the Allottee in turn has agreed to purchase and acquire from the Promoter the said Apartment for the consideration of Rs. _____/- (Rupees _____ Only) which includes Rs. _____/- (Rupees _____ Only) being the proportionate price of the common area and facilities appurtenant to the premises, the nature, extent and description of the of which are more particularly described as **SECONDLY** in the **SECOND SCHEDULE** hereunder written; **AND** _____ car parking space(s) in the basement/____ parking floor of the said New Building for the consideration of Rs. _____/- (Rupees _____ Only) (plus applicable taxes), thus, the total aggregate consideration amount for the said Apartment including the said Car Parking Space(s) is Rs. _____/- (Rupees _____ Only) (hereinafter referred to as "the said Consideration Amount").

(II) Prior to the execution of this Agreement the Allottee has paid to the Promoter a sum of Rs. _____/- (Rupees _____ Only) being part payment of the said Consideration Amount (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the said Consideration Amount in the manner hereinafter appearing. (not exceeding 10% of the total consideration)

Promoter

Allottee

(JJ) The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws; are now willing to enter into this Agreement inter alia recording the terms and conditions agreed between them.

(KK) Under Section 13 of the said Act the Promoter is required to execute a written agreement for sale of the said Apartment with the Allottee, being in fact these presents and also to register the same under the Registration Act, 1908.

(LL) The Promoter has annexed to this Agreement the authenticated copies of the following documents:

Sr. No.	Particulars of Documents	Annexures
1.	Certificate of the title of the said Property issued by the Advocates of the Promoter	"A"
2.	Property Register Card	"B"
3.	I.O.D.	"C"
4.	Plan of the Apartment and Parking Space(s) agreed to be purchased by the Allottee	"D"
5.	Commencement Certificate	"E"
6.	Registration Certificate under the RERA	"F"

(MM) In accordance with the terms and conditions as mutually agreed upon by and between the Parties, which have been set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment and the said Car Parking Space.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. **Incorporation of recitals:**

Promoter

Allottee

Statements and representations made by the parties, as enumerated in the recital clauses above form the basis of execution of this Agreement and an integral part thereof.

2. The Allottee's declaration:

The Allottee declares that prior to the execution hereof, he/she/they has/have inspected all the documents of title relating to the said Property, approved plans, designs and specifications prepared by the Architect and all other documents as specified under the said Act and satisfied himself/herself about the Promoter's title to the said Property and their rights to redevelop the same.

3. Project implementation:

3.1 The Promoter shall implement the Project i.e. carry out and complete development of the said Property i.e. Plot No. 48K, C S No. 40/26, B. A. Road, Dadar Naigaon Estate, F/South ward, Dadar -East, Mumbai – 400 012. For Project implementation the Promoter has demolished the said Old Building and commenced construction of the said New Building consisting of Basement + Puzzle Parking Ground Floor + 1st and 2nd Parking Floors + 3rd Service Floor + 4th to 21st Residential Floors, in accordance with plans, designs and specifications approved by the MCGM PROVIDED that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

3.2 The said New Building shall be named as "POLE STAR".

3.3 The Promoter has informed the Allottee that the said New Building is being constructed with deficient open space, which is accepted by the Allottee.

3.4 The Promoter has informed the Allottee about the registered Undertaking dated 26th December, 2014 submitted with the MCGM's Asst. Commissioner (Estate) (referred to in Recital (R) above) about the MCGM's

Promoter

Allottee

policy in respect of redevelopment of leasehold plots and the undertakings as given therein are accepted by the Allottee.

4. Agreement for sale & consideration:

Subject to the terms and conditions herein contained, the Promoter hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase from the Promoter:

- (i) the said Apartment bearing No. _____ admeasuring _____ Sq. Ft. (RERA carpet) equivalent to _____ Sq. Mtrs. on the ____ floor of the said New Building (i.e. ____ residential floor above the service floor), which is more particularly described as **FIRSTLY** in the **SECOND SCHEDULE** hereunder written and shown by red colour boundary lines on the plan annexed hereto as **Annexure “___”** for the total consideration of Rs. _____/- (Rupees _____ Only) (plus applicable taxes); including Rs. _____/- (Rupees _____ Only) being the proportionate price of the common area and facilities appurtenant to the premises, the nature, extent and description of the of which are more particularly described as **SECONDLY** in the **SECOND SCHEDULE** hereunder written; and
- (ii) _____ car parking space(s) in the basement/____ parking floor of the said New Building for the consideration of Rs. _____/- (Rupees _____ Only) (plus applicable taxes);

Thus, the total aggregate consideration amount for the said Apartment including the said Car Parking Space is Rs. _____/- (Rupees _____ Only) (plus applicable taxes).

5. Payment Plan of the Consideration Amount

- 5.1 The Allottee hereby agrees to pay to the Promoter the said Consideration Amount i.e. Rs. _____/- (Rupees _____ Only) in the following manner:

	Payment	%age	Stage of payment
(1)	Rs. _____/-	10%	on or before execution of this Agreement.

Promoter

Allottee

(2)	Rs. _____/	20%	within ___ days after execution of this Agreement.
(3)	Rs. _____/	15%	on completion of plinth.
(4)	Rs. _____/	25%	on completion of all the slabs.
(5)	Rs. _____/	5%	on completion of the walls, internal plaster, floorings, doors and windows of the Apartment.
(6)	Rs. _____/	5%	on completion of sanitary fittings, staircase, lift wells, lobbies up to the floor level of the Apartment.
(7)	Rs. _____/	5%	on completion of external plumbing and external plaster, elevation, terraces with waterproofing of the said New Building.
8.	Rs. _____/	10%	on completion of the lifts, water pumps, electrical fittings, electro-mechanical and environment requirements, entrance lobby, plinth protection, paving of area appertain and other requirements as may be prescribed in this Agreement.
9.	Rs. _____/	5%	against and at the time of handing over the possession of the Apartment to the Allottee on or after receipt of Occupation Certificate.

(hereinafter referred to as “the Payment Plan”).

5.2 The Allottee shall make all payments, on demand by the Promoter, through A/c Payee cheque/demand draft in favour of “ **OM SHANTI HOUSING DEVELOPMENT COMPANY**” payable at Mumbai OR online payment/direct remittance in the Allottee’s designated bank account (as applicable).

5.3 While making payment of each installment of the Consideration Amount Income Tax at the prevailing rate of tax (i.e. TDS) shall be deducted from the amount of each installment and paid to the credit of the government within prescribed time limit. Credit for the said TDS will be given to the Allottee only after the same is reflected in Form No. 26AS of the Promoter. Compliance of the same shall be sole responsibility of the Allottee; and he/she/they alone shall be liable for any defaults in making the said payments.

Promoter

Allottee

- 5.4 The Consideration Amount excludes taxes, consisting of tax paid or payable by the Promoter by way of Service Tax, VAT, GST or any other similar taxes which may be levied in connection with the construction of and carrying out the Project, payable by the Promoter up to the date of handing over the possession of the Apartment to the Allottee. The Allottee shall be liable to bear and pay the said taxes in addition to the Consideration Amount.
- 5.5 The Consideration Amount is escalation-free, save and except increases which the Allottee hereby agrees to pay; and the same includes without limitation, increase on account of development charges payable to MCGM and/or any Competent Authority, any other increase in charges which may be levied or imposed by MCGM and/or any Competent Authority from time to time.
- 5.6 While raising a demand on the Allottee for increase in Development Charges, cost/charges imposed by MCGM, Competent Authorities etc. the Promoter shall enclose the relevant notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee.
- 5.7 The Promoter shall charge the Allottee separately for any upgradation/changes specifically requested or approved by the Allottee in fittings, fixtures and specifications and any other facility which have been done on the Allottee's request or approval but which have not been agreed upon herein or as shown in the website of the Real Estate Regulatory Authority.
- 5.8 The Promoter shall, on due date/or on reaching aforesaid construction milestones/stages, intimate in writing or by digital E-mail to the Allottee the amount payable by him/her/them to the Promoter and the Allottee shall make payment of such due amount to the Promoter within 07 (seven) days from date of receiving such intimation. The Allottee specifically agrees that he/she/they shall pay the amount payable under each installment along with the Service Tax, VAT, GST and such other taxes, cesses, charges etc. without any delay.

Promoter

Allottee

5.9 The Promoter may allow, in his sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ ___% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee by the Promoter.

5.10 The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in his sole discretion deem fit and the Allottee undertakes not to object or demand or direct the Promoter to adjust his/her/their payments in any manner.

6. Interest on unpaid due amount:

6.1 Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, in case of delay in payment, the Allottee shall be bound and liable to pay interest as per State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum, with monthly rests, on all the amounts which become due and payable by the Allottee to the Promoter till the date of actual payment.

6.2 However, tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter.

6.3 The amount of interest may be informed to the Allottee from time to time or on completion of the Project/New Building. The Allottee agrees to pay the same as and when demanded and before the possession of the said Apartment.

7. Observation of conditions imposed by MCGM and other authorities:

7.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM which is the Planning Authority, by the State and/or

Promoter

Allottee

Central Government in their various Department at the time of sanctioning the plans or any time thereafter or at the time of granting Occupation Certificate and/or Completion Certificate.

7.2 The Promoter shall before handing over possession of the said Apartment to the Allottee, obtain from the MCGM Occupation Certificate in respect thereof.

7.3 Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said Apartment until Occupation Certificate is received from the MCGM and the Allottee has paid to the Promoter all the dues payable under this agreement in respect of the said Apartment to the Promoter, including the necessary maintenance amount/deposits, Service Tax, VAT, GST and other taxes payable under this Agreement.

8. Disclosure as to Floor Space Index (FSI):

The Promoter hereby declares that the Floor Space Index (FSI) available as on date in respect of the Project is 1671.29 Sq. Mtrs. only, including the FSI benefit granted in lieu of handing over the road setback area. The Promoter has planned to utilize the said entire FSI for construction of the said New Building. If before grant of Occupation Certificate, FSI admissible on the said Property increases due to modifications in the applicable provisions of the Development Control & Promotion Regulations for Greater Mumbai, 2034, then such increased FSI will belong to the Promoter and the Promoter shall be entitled to utilize the same for making additional construction on the said New Building. The Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the said declared FSI and on the understanding that the proposed FSI/increased FSI shall belong to Promoter only.

9. Disclosure and investigation of marketable title:

Promoter

Allottee

- 9.1 The Promoter has made full and true disclosure of the title of the said Property as well as encumbrances, if any, known to the Promoter in the title report of the advocate.
- 9.2 The Promoter has also disclosed to the Allottee the nature of their right, title and interest or right to construct said New Building.
- 9.3 Prior to the execution of this Agreement, the Promoter has also given inspection of all documents to the Allottee as required by the said Act.
- 9.4 The Allottee, after having acquainted himself/herself/themselves with all the facts and right of the Promoter and after satisfaction of the same, has entered into this Agreement.

10. Specifications and amenities:

- 10.1 The specifications and amenities that the Promoter has agreed to provide in the said New Building and the said Apartment are those that are set out in the **THIRD SCHEDULE** hereunder written.
- 10.2 In the Project a multi storied building is under construction and considering necessity to maintain the stability of the building and internal structures, the Allottee shall not make any internal changes such as civil, electrical, plumbing etc. during construction and till delivery of possession of the said Apartment to the Allottee. If the Allottee makes any such changes after receiving possession of the said Apartment, he/she/they shall do so only after obtaining prior permission from the MCGM; and such changes shall be at the entire risk and responsibility of the Allottee.

11. Compliance of laws relating to remittances:

- 11.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including those related to remittance of payment acquisition/sale/transfer of immovable properties in India etc.

Promoter

Allottee

- 11.2 The Allottee shall provide to the Promoter copies of such permission, approvals etc. which would enable the Promoter to fulfill their obligations under this Agreement.
- 11.3 Any refund, transfer of security, if provided in terms of this agreement, shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law.
- 11.4 The Allottee understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter duly indemnified and harmless with regard to his/her/their undertakings as above.
- 11.5 Whenever there is any change in the residential address of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws.
- 11.6 The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

12. Possession of the said Apartment:

- 12.1 The Promoter shall give possession of the said Apartment to the Allottee on or before 31st December 2026.
- 12.2 However, the Promoter shall be entitled to reasonable extension of time for giving possession of the Apartment on the aforesaid date, if completion of

Promoter

Allottee

the said New Building is delayed on account of:

- (a) War, civil commotion, pandemic or act of God;
- (b) Any notice, order, rule, notification of the Government and/or other public or competent authority or court; including enforcement of Disaster Management Act in the city of Mumbai.

12.3 Notwithstanding what is stated above, if MahaRERA grants extension of time for giving possession of the said Apartment then the time for giving possession of the said Apartment shall extended accordingly.

13. Measurement of the carpet area of the said Apartment:

13.1 The Promoter shall confirm the final carpet area of the said Apartment after the construction of the said New Building is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent).

13.2 The total price payable for the carpet area shall be recalculated upon confirmation by the said Architect. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the Rules, 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 within the defined limit, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan.

13.3 All the aforesaid monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

14. Procedure for giving/taking possession:

14.1 The Promoter, within 07 days of receiving Occupation Certificate from the MCGM, shall offer in writing possession of the said Apartment to the Allottee and instructing him/her/them to take possession thereof within 15 days from the date of receipt of intimation.

14.2 Upon receipt of intimation as referred to above, the Allottee shall inspect the said Apartment in all respects so as to confirm that the same is in

Promoter

Allottee

accordance with the terms and conditions of this Agreement, complete the payment of said Consideration Amount and dues to the Promoter as per terms and conditions of this Agreement and take the possession of the said Apartment within 15 days from the date of receipt of written intimation by him/her/them. The Allottee agrees to sign and execute necessary indemnities, undertakings and such other documentation as prescribed in this Agreement at the time of taking possession of the said Apartment.

14.3 The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter.

14.4 The Allottee agrees to pay maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said Apartment, from the date on which the time granted to him/her/them to take possession lapses or from the date on which he/she/they take possession of the said Apartment, whichever is earlier.

14.5 Wherever it is the responsibility of the Allottee to apply and get necessary services, the same shall be undertaken by the Allottee only; and the Promoter shall not be responsible for the same.

14.6 If the Allottee fails or commits delay in taking possession of said Apartment within the time provided in clause (14.2) above, then also the Allottee shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said Apartment. Further, in such event, the Promoter shall not be liable for the maintenance, wear and tear of the said Apartment.

15. Use of the said Apartment:

The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for the purpose of residence. Further the Allottee shall use the said Parking Space(s) for parking his/her/their own motor vehicles only.

Promoter

Allottee

16. Time being the essence of contract:

16.1 Time is essence for the Promoter as well as the Allottee.

16.2 The Promoter shall abide by the time schedule for completing the Project and handing over the Apartment to the Allottee; and the said New Building with the common areas to the association of the allottees after receiving the Occupation Certificate or the Building Completion Certificate or both, as the case may be.

16.3 Similarly, the Allottee shall make timely payments of the installment of the said Consideration Amount and other amounts payable by him/her/them; and shall also comply with in timely manner the other obligations under this Agreement, SUBJECT HOWEVER to the simultaneous completion of construction by the Promoter as per plan agreed herein.

17. Consequences of the Parties' failure to adhere to the agreed time schedule:

17.1 If the Promoter fails to abide by the time schedule for completing the Project, including extension(s) granted by the MahaRERA and handing over possession of the said Apartment to the Allottee within that time then the Promoter shall pay to the Allottee, if he/she/they does not/do not intend to withdraw from the Project, interest as specified in Rule 18 of the Maharashtra Real Estate (Regulation & Development) (Regulation of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rule, 2017 framed under the said Act (hereinafter referred to as "the said Rules") on all amounts paid by the Allottee, for every month of delay till handing over possession of the said Apartment.

17.2 If the Promoter fails or neglects to give possession of the said Apartment to the to the Allottee within the agreed timeline on account of the reasons beyond their control and of their agents'; and if the Allottee opts to withdraw from the Project then the Promoter shall refund to the Allottee the installments of the said Consideration Amount till then received, together with interest as specified in the said Rules.

Promoter

Allottee

17.3 If the Allottee fails to make payment of installments of the said Consideration Amount within the agreed timeline, then the Allottee shall pay to the Promoter interest as specified in the said Rules on all the delayed payments from the date on which they are payable till the date of payment thereof.

17.4 Without prejudice to the Promoter's right to charge interest in terms of clause (17.3) above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by MCGM and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall, at their option may terminate this Agreement and forfeit an amount equal to the interest accrued on the unpaid instalment(s) at the rate as specified in the said Rules till the date of termination of this Agreement by way of liquidated damages.

PROVIDED THAT the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by Registered Post (AD) at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of the Promoter's intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period this Agreement shall stand terminated.

PROVIDED FURTHER THAT upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter) the installments of the said Consideration Amount which may till then have been paid by the Allottee to the Promoter

17.5 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee

Promoter

Allottee

agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

Without prejudice to the right of promoter to charge interest in terms of sub clause 5.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

On termination of this Agreement pursuant to the foregoing provisions the Parties shall, within 30 (thirty) days of termination, execute between them a Deed of Cancellation of this Agreement and shall register the same under the Indian Registration Act, 1908. Stamp Duty, Registration Fee and costs incidental to registration of such Deed of Cancellation shall be borne and paid by the Allottee. Refund of the Consideration Amount to the Allottee shall be made only after registration of the Deed of Cancellation.

18. Voluntary termination of the Agreement by the Allottee:

18.1 For whatsoever reason, if the Allottee, without any default or breach on his/her/their part and/or on the Promoter's part, desires to terminate this Agreement/transaction in respect of the said Apartment, then the Allottee

Promoter

Allottee

shall issue a prior written notice to the Promoter inter alia disclosing the Allottee's such intention. On receipt of such written notice the Promoter shall be entitled to deal with the said Apartment with prospective buyers.

18.2 On such voluntary termination of this Agreement by the Allottee, he/she/they shall pay to the Promoter liquidated damages amounting to Rs. ____/- (Rupees _____ Only).

18.3 After receipt of the notice as per clause (18.1) above, the Promoter shall issue to the Allottee a 15 days' notice in writing inter alia calling upon the Allottee to execute and register a Deed of Cancellation of this Agreement. Only upon the execution and registration of such Deed of Cancellation the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter) within a period of 30 (thirty) days of registration of the Deed of Cancellation, the installments of the said Consideration Amount which may till then have been paid by the Allottee to the Promoter.

18.4 It is specifically agreed between the parties hereto that, if the transaction in respect of the said Apartment between the Promoter and Allottee is terminated as stated in clause (17.3) and (18.1) above, then all the instruments under whatsoever head executed between the parties hereto in respect of the said Apartment, shall stand automatically cancelled and neither party shall have any right, title, interest or claim against each other except as provided hereinafter.

19. Defect liability:

19.1 If within a period of 05 (five) years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or in the said New Building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case if it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the said Act.

Promoter

Allottee

19.2 **PROVIDED HOWEVER** that the Allottee shall not carry out any alterations of the whatsoever nature in the said Apartment, and specifically in the structure of the said Apartment and the said New Building, which shall include without limitation, columns, beams etc. or in the fittings therein. Further, the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water.

19.3 If any of the works as specified above are carried out then the defect liability automatically shall become void.

19.4 The word defect here means only the manufacturing and workmanship defect(s) caused on account of willful neglect on the part of the Promoter, and shall not mean defect(s) caused by normal wear and tear and by negligent use of the Apartment by the Occupants, vagaries of nature etc.

19.5 It shall be the responsibility of the Allottee to maintain the said Apartment in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said Apartment are regularly filled with white cement/epoxy to prevent water seepage.

19.6 Further where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and where such warranties are covered under the maintenance of the said Apartment and/or the said New Building, and if the annual maintenance contracts are not renewed by the Allottee or the association of allottees, as the case may be, the Promoter shall not be responsible for any defects occurring due to the same.

19.7 The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the said Apartment and the said New Building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature/climate. Such regular wear and tear does not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

Promoter

Allottee

19.8 It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit with the Promoter a report stating the defects in materials used, in the structure and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

18.9 The Allottee expressly agrees that any damage or change done within the said Apartment or in the said New Building by the Allottee or by any third person on and behalf of the Allottee then the Promoter shall not be responsible for the same. The Allottee expressly absolves the Promoter from the said liability and specifically consents that on such act done, he/she/they shall waive his/her\their right to enforce the defect liability on and towards the Promoter.

20. Formation of the Apartment Owners' Association:

20.1 The Promoter shall, in accordance with the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, form a co-operative housing society or association or limited company of the apartment owners in the said New Building to be known by such name as the Promoter may decide (hereinafter referred to as "**the Apartment Owners' Association**").

20.2 The Allottee, along with other allottees of apartments in the said New Building shall join in forming and registering the Apartment Owners' Association.

20.3 The Allottee, for the purpose of formation and registration of the Apartment Owners' Association, shall from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Apartment Owners' Association; and duly fill in, sign and return to the Promoter within 07 (seven) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Apartment Owners' Association.

Promoter

Allottee

20.4 No objection shall be raised by the Allottee if any changes or modifications are made in the draft bye-laws of the Apartment Owners' Association, as may be required by the Registrar of Co-operative Societies or any other competent authority.

20.5 The Allottee shall sign from time to time all papers and documents and to do all acts as the Promoter may require him/her/them to do for safeguarding the interest of the Promoter and other apartment owners in the said New Building.

21. Conveyance of the said New Building and the said Plot:

21.1 The Promoter shall within 03 months of registration of the Apartment Owners' Association, as aforesaid, cause to be conveyed and assigned to the Association of Apartment Owners, all the right, title and interest of the Promoter in the structure of the said New Building and in the said Plot.

21.2 The Promoter shall pay Transfer Premium, if payable on account of assignment as contemplated above, to the MCGM. However, stamp duty, registration fee, legal expenses and expenses of and incidental to adjudication and registration of such instrument of conveyance and/or assignment shall be borne and paid by the allottees of apartments on pro-rata basis. At the time of execution of such instrument of conveyance and/or assignment, the Allottee shall pay to the Promoter, his/her/their share of stamp duty and registration charges payable by the Apartment Owners' Association on such conveyance and/or assignment or any document or instrument of transfer of the said Plot and the said New Building.

21.3 In case the Allottee fails to deposit the amounts as mentioned hereinabove demanded in writing by the Promoter within the period mentioned in the demand letter, then the Promoter shall be entitled to withhold registration of the Deed of Conveyance until the full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The same shall not be construed as default on the Promoter's part in performance of his obligations.

Promoter

Allottee

22. Handing over of documents, plans etc.:

22.1 Upon registration of the Apartment Owners' Association the Promoter shall hand over to it the necessary documents including without limitation sanctioned plans, permissions, approvals etc. pertaining to the said New Building.

22.2 The responsibility of title of the said Plot and the said New Building shall be on the Promoter up and until assignment/conveyance of the said Plot and the said New Building is given to the Apartment Owners' Association.

23. Payment of taxes, cesses, outgoings etc.:

23.1 Upon expiry of 15 day from the date of receipt of intimation as per clause (14.1) above to take possession of the said Apartment (irrespective whether the Allottee takes or not possession of the said Apartment in pursuance to such intimation), his/her/their liability to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of all municipal taxes and maintenance charges in respect of the said Plot and the said New Building shall commence.

23.2 Municipal taxes as described above shall include property tax, water tax, sewerage tax, betterment charges or such other levies as may be levied by the MCGM; and the maintenance charges shall include, without limitation insurance of the said New Building, common lights, repairs and salaries of clerk, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the common amenities and facilities that will be provided with respect to the said Plot and the said New Building (hereinafter collectively referred to as "the said outgoings").

23.3 Till the Allottee's share in the said outgoings is determined, he/she/they shall pay to the Promoter provisional monthly contribution of Rs. ____/- (Rupees ____ Only) (plus GST as applicable) per month towards the said outgoings and shall further pay additional amounts (towards actual

Promoter

Allottee

expenses, on the basis of actual bills when received) as may be demanded by the Promoter without raising any objection or dispute in respect thereof.

23.4 The Allottee shall pay the said outgoings punctually, regularly and without any default on or before the 10th day of each English Calendar month.

23.5 The monthly amount of the said outgoings as contributed by the Allottee shall not carry any interest and remain with the Promoter until a conveyance and/or assignment of the said Plot and the said New Building is executed in favour of the Apartment Owners' Association. Thereafter, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Apartment Owners' Association.

24. Deposits by the Allottee with the Promoter:

The Allottee shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the following amounts:

- i. (i) Rs. ____/- (Rupees ____ Only) for share money, application entrance fee of the Apartment Owners' Association.
- (ii) Rs. ____/- (Rupees ____ Only) for formation and registration of the Apartment Owners' Association, all legal costs, charges and expenses including professional costs of the advocates/legal consultants engaged by the Promoter in connection with formation of the Apartment Owners' Association, preparing its Rules, Regulations and Bye-Laws and the cost of preparing and engrossing the Deed of Conveyance.
- (iii) Rs. ____/- (Rupees ____ Only) for proportionate share of taxes and other charges/levies in respect of the said Plot and the said New Building.
- (iv) Rs. ____/- (Rupees ____ Only) for deposit towards provisional monthly contribution towards outgoings of the Apartment Owners' Association for 01 year.

Promoter

Allottee

(v) Rs. ____/- (Rupees ____ Only) for deposit towards Water, Electric, and other utility and services connection charges.

(vi) Rs. ____/- (Rupees ____ Only) for deposits of electrical receiving and substation.

24.2 In addition to above, the Allottee shall, on or before delivery of possession of the said Apartment, pay to the Promoter a sum of Rs. __/- (Rupees ____ Only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law, Advocates of the Promoter in connection with formation of the Apartment Owners' Association and for preparing its Rules, Regulations and byelaws and the cost of preparing and engrossing the conveyance and/or assignment deed.

24.3 The Allottee shall pay GST, if any, at the applicable rate on the above payments.

24.4 The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposits, sums received on account of share capital for the promotion of the Apartment Owners' Association or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

25. Payment of brokerage:

In case the transaction being executed by this Agreement between the Promoter and the Allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed to be paid as remuneration/fee/charges for services/commission/brokerage to the said Registered Real Estate Agent shall be paid by the Promoter or the Allottee or by the both, as the case may be in accordance with the agreed terms of payment.

26. Representations and warranties of the Promoter:

The Promoter hereby represents and warrants to the Allottee as follows:

Promoter

Allottee

- (a) The Promoter has clear and marketable title to the said Property; as declared in the title report annexed to this Agreement. Further, the Promoter has the requisite rights to carry out development on the said Property and also has actual, physical and legal possession of the said Property for the implementation of the Project;
- (b) The Promoter has lawful rights and requisite approvals from the MCGM and other competent authorities to carry out development of the said Property and shall obtain requisite approvals from time to time to complete the said development;
- (c) There are no encumbrances on the said Property or on the Project;
- (d) There are no litigations pending before any Court of law with respect to the said Property or the Project;
- (e) All approvals, licenses and permits issued by the competent authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project;
- (f) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (g) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Property, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (h) The Promoter is not restricted in any manner whatsoever from selling

Promoter

Allottee

the said Apartment to the Allottee in the manner contemplated in this Agreement;

- (i) At the time of execution of the Deed of Conveyance of the said Plot and the said New Building to the Association of Apartment Owners, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the said New Building to the said Association;
- (j) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Plot and the Project to the Competent Authorities;
- (k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Plot) has been received or served upon the Promoter.

27. Covenants as to use of said Apartment:

27.1 The Allottee for himself/herself/themselves with the intent to bring in all persons, into whosoever hands the said Apartment may come, doth hereby covenant with the Promoter as follows:

- (a) To maintain the said Apartment at the Allottee's own cost in good tenable and repaired condition from the date on which possession of the said Apartment is taken and not to do or suffer to be done anything in or to the said New Building, which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make additions in or to the said Apartment and/or the said New Building in contravention of any law, regulations and rules.
- (b) Not to store in the said Apartment, any goods which are of hazardous, combustible or of dangerous nature or so heavy to damage the construction or structure of the said New Building or storage of which

Promoter

Allottee

is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the said New Building, including entrances of the said New Building or to the said Apartment on account of negligence or default of the Allottee in this behalf. The Allottee shall be liable for the consequences of the breach.

- (c) To carry out at his/her/their own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition state and order in which it was delivered by the Promoter to the Allottee and not to do or cause to be done anything in or to the said New Building or the said Apartment which may be against the rules, regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (d) Not to demolish or cause to be demolished the said Apartment or any part thereof, not at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, not to make any alteration in the elevation and outside colour scheme of the said New Building and to keep the partition walls, sewers, drains, pipes in the said Apartment and appurtenances thereof in good, tenantable and repaired condition, and in particular, so as to support shelter and protect the other parts of the said New Building and not to chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Paris or other structure members in the said Apartment without the prior written permission of the Promoter and/or the Apartment Owners' Association.
- (f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said New Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

Promoter

Allottee

- (g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Plot and the said New Building.
- (h) To pay to the Promoter within seven days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said New Building.
- (i) To bear and pay any increase in local taxes, water charges insurance and such other levies, if any, which are or may be imposed by the concerned local authority and/or Government and/or other public authority on account of any permitted unauthorized change of user of the said Apartment by the Allottee viz. user for any purposes other than the purpose of residence, it being expressly understood that any such payment shall not prejudice the rights of the Promoter or of the Apartment Owners' Association to be formed against the Allottee for any such unauthorized change of user.
- (j) Not to let, sub-let, transfer, assign or part with his/her/their interest or benefit factor of this Agreement or part with possession of the said Apartment without the prior written permission of the Promoter until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement.
- (k) To observe and perform all the rules and regulations which the Apartment Owners' Association 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 said New Building and the said Apartment and other apartments therein and for the observances 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.

Promoter

Allottee

- (l) To observe and perform all the stipulations and conditions laid down by the Apartment Owners' Association regarding the occupation and use of the said Apartment and to pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (m) To permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Plot and the said New Building or any part thereof for the purpose of repairing any part of the said New Building and for laying cables, water covers, fittings, wires and other conveniences for the said New Building and also for repairing, maintaining and servicing the same and other services for the said New Building and also for the purpose of cutting off the supply of water or other services to the Apartment or any other premises in the said New Building in respect whereof the concerned allottee or the occupier thereof shall have committed default in payment of his/her /their share of Municipal rates and taxes, water taxes, electric charges and other outgoings till the conveyance of the said Plot and the said New Building.
- (n) To maintain the front elevation and the side and rear elevations of the said Apartment in the same form and not at any time alter the said elevation in any manner.
- (o) not to change the colour scheme of the façade of said New Building abutting the said Apartment.
- (p) not to change the location, and/or design and/or dimensions and/or colour of the M.S. grills fixed on the windows of the said Apartment.
- (q) not to alter dimensions of the windows of the said Apartment.
- (r) not to grow any plants and/or keep planters on the window sills and/or elevated portions of the window grills and more particularly on chajja projections in front of the bedroom window.

Promoter

Allottee

- (s) not to hang cloths for drying in the windows of the said Apartment and/or anywhere on the front side of the said New Building.
- (t) not to use the chajja projections in front of the windows for storing any articles like stools, tricycles, empty gas cylinders, containers, boxes, toys etc.
- (u) to always keep the window portions in neat and clean condition.
- (v) to keep the open passage outside the said Apartment in clean and neat condition.
- (w) not to keep shoe racks, dustbins or shoes, sandals etc. in the open passage outside the said Apartment and/or on the staircase and/or in the staircase landing.
- (x) to take every possible care and precaution to maintain the aesthetics of the said Apartment, the said New Building and its surrounding in beautiful, clean and neat condition.
- (y) Not to raise any claim over the common areas such as open spaces, parking spaces (save and except the one allotted to the Allottee), lobbies, staircases, lifts, terraces, society office, meter rooms, pump rooms, servants' toilets, security cabins etc., which shall always remain the property of the Association of Apartment Owners.

27.2 The Allottee hereby agrees to adhere to and abide by the following conditions, while carrying on interior work of the said Apartment:

- (a) Not to make use of the lift for carrying any material, goods, articles etc. as well as labour, in or to the said Apartment;
- (b) Not to store any material, goods, articles, debris etc. outside the said Apartment, in the passages, in the staircase landing and/or in the open spaces in the compound of the said New Building;

Promoter

Allottee

- (c) To dispose of all debris, left-over materials etc. immediately, without any delay and to ensure maintenance of cleanliness around the said Apartment and the said New Building;
- (d) Not to cause any nuisance and/or annoyance to other occupiers of the said New Building while carrying on interior work;
- (e) Not to carry on interior work after 7:00 p.m. and not to allow the labour to stay overnight in the said Apartment;
- (f) To rectify at his/her/their costs, damages, if any caused to the lift, staircase, walls or external finished works or any premises in the New Building etc. while carrying out interior decoration work of the said Apartment;
- (g) To pay proportionate charges for the electricity consumed for carrying out interior decoration work, before installation of individual electric meters.

28. Name of the New Building:

28.1 The said New Building will be named as "POLE STAR" and the Promoter shall have right to affix their name and logo/signage on the said New Building and/or at the entrances of the same or elsewhere as decided by the Promoter.

28.2 The apartment owners/allottees and/or the Apartment Owners' Association shall not change the said name of the said New Building and/or to remove or alter Promoter's signage in any circumstances. This condition is essential condition of this Agreement.

29. Restrictive covenant:

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said Plot and the said New Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her/them and all open spaces, lobbies, staircases, terraces, recreation spaces will remain the property of the

Promoter

Allottee

Promoter until the said Plot and the said New Building are transferred to the Apartment Owners' Association and the Rehab Wing Society jointly.

30. Promoter shall not mortgage or create a charge:

After the Promoter executes this Agreement they shall not mortgage or create a charge on the said Apartment; 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.

31. Binding effect:

31.1 Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or Allottee until, firstly the Allottee signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt hereof by the Allottee and secondly appears for registration of the same before the concerned sub-registrar as and when intimate by the Promoter.

31.2 If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 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 days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection herewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

32. Entire agreement:

This Agreement, along with its schedules, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

Promoter

Allottee

33. Right to amend:

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

34. Provisions of this Agreement applicable on the Allottee/subsequent allottees:

34.1 It is clearly understood and 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 Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

34.2 The Allottee agrees that he/she/they shall not object to any easement rights that need to be given to any person in and around the Project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the Promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this Agreement and for which no consideration is specially dispensed by the Allottee to the Promoter for the same; save and except his/her/their right to enjoy and use the said Apartment and any other rights given by the Promoter to the Allottee for which consideration has been dispensed.

35. Severability:

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

36. Method of calculation of proportionate share wherever referred to in this Agreement:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with the other allottees in the said New Building, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the apartments in the said New Building.

37. Further assurances:

Both the 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 not a limitation to enforce:

38.1 The Promoter may, at their sole option and discretion, without prejudice to their rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one such incident or in case of one such allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of such further incidents or in case of other such allottees.

38.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

39. Notices:

39.1 That 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 Registered Post at their respective addresses and notified e-mail addresses as specified below:

For the Promoter:

B/1301, Peninsula Business Park,

Promoter

Allottee

Senapati Bapat Marg,
Lower Parel, Mumbai- 400013.
Notified e-mail id: polestaranchorrealty@gmail.com

For the Allottee:

Notified e-mail id:

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

39.3 In case of 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.

40. Dispute resolution:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the MahaRERA appointed under the said Act and the Rules and Regulations made thereunder. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, or the dispute relating to the termination of the agreement, non-payment of the dues in time, or infact any dispute between the parties to this agreement or claiming through them shall be

Promoter

Allottee

settled amicably by referring the dispute to a sole arbitrator/ arbitral tribunal appointed by the consent of both parties for adjudication through arbitration, and whose decision on the said dispute shall be final and binding on both the parties, which shall be governed under the provisions and procedure laid down by the Arbitration and Conciliation Act, 1996. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

41. Governing Law:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

42. Place of execution and registration of this Agreement:

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

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42.2 The Allottee shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof, on receiving the written intimation from the Allottee.

43. Payment of stamp duty, registration fee & legal charges:

The Allottee shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this Agreement.

Promoter

Allottee

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Property)

Municipal land or ground bearing Plot No. 48K of Naigaon Estate of the Mumbai Municipal Corporation in the City and Island of Mumbai within the Registration Sub-District and District of Mumbai City and Mumbai Suburban admeasuring 676 Sq. Yards equivalent to 565.22 Sq. Mtrs. as per the Property Register Card; 670 Sq. Yards equivalent to 560.12 Sq. Mtrs. as per the documents with the building of ground and one upper floor together with Petrol Pump appurtenances thereto and bearing Cadastral Survey No. 40/26 of Dadar-Naigaon Division and bearing Municipal "F" Ward No. 798(2) and 798(2A) and Street No. 212 situated at Dr. Babasaheb Ambedkar Road, Dadar (East), Mumbai 400 014, and bounded as under:

- On or towards the East : By Dr. Babasaheb Ambedkar Road;
- On or towards the West : Partly by a private property bearing CS No. 63 and partly by private property bearing CS No. 65;
- On or towards the North : By Plot No. 48H of the said Estate;
- On or towards the South : By Shankar Abaji Palav Marg.

THE SECOND SCHEDULE ABOVE REFERRED TO

FIRSTLY

RESIDENTIAL APARTMENT No. ____, admeasuring __ Sq. Ft. (RERA carpet) equivalent to __ Sq. Mtrs. on the __ floor (i.e. __ residential floor above the service floor) as shown by red colour boundary lines on the plan annexed hereto as **Annexure "___"** along with __ car parking space in the basement/ __ parking floor of the said New Building as shown in the parking floor plan annexed hereto as **Annexure "___"**.

SECONDLY

(List of common amenities & facilities)

Fitness Centre

(List of common areas and portions)

Promoter

Allottee

THE THIRD SCHEDULE ABOVE REFERRED TO
List of specifications and amenities

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED)
By the within named "PROMOTER")
OM SHANTI HOUSING DEVELOPMENT)
COMPANY)
Through its Authorized Signatory)
_____)
In the presence of ...)

- 1.
- 2.

SIGNED AND DELIVERED)
By the within named "ALLOTTEE")
_____)
in the presence of ...)

- 1.
- 2.

Promoter

Allottee

RECEIPT

RECEIVED of and from the within named Allottee a sum of Rs. _____/-
(Rupees _____ Only) towards part payment of the consideration
amount agreed herein in respect of sale of the Apartment described as Firstly in
the Second schedule hereinabove written in favour of the Allottee; and further
sum of Rs. ____/- (Rupees ____ Only) towards GST @ 5%, in the following
manner:

Payment made towards	UTR No./Cheque No.	Bank & Branch	Amount Received (Rs.)
Consideration Amount			
TDS	---	---	
GST @ 5%			

WE SAY RECEIVED

For **OM SHANTI HOUSING DEVELOPMENT COMPANY**

Promoter

Allottee

Authorized Signatory
(Promoter)

WITNESSES:

1.

2.

DRAFT ONLY

Promoter

Allottee

BRIHANMUMBAI MUNICIPAL CORPORATION

Office of the **Asstt. Commissioner (Estates)**, Municipal Corporation of Greater Mumbai,
Municipal Head Office, Annex building, 4th floor, Mahapalika Marg, Mumbai- 400 001.
Tel. (022) 2262051 (Ext. 4423) Email id-ac.estates@mcgm.gov.in

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No. AC/Estates/424347/A.E.(Imp)-I Dtd. 02 / 11 / 2022.

To,
Lessee,
Om Shanti Housing Development Company
Peninsula Business Park, B Wing,
13th Floor, Opp. Peninsula Corporate Park,
Senapati Bapat Marg, Lower Parel (W),
Mumbai - 400013.

Sub :- Proposed redevelopment on plot No. 48K, Naigoan Estates Scheme No. 60, bearing C.S. No. 40/26, Plot, Dadar Naigoan division at Dadasaheb Phalke Road, Mumbai- 400012 in F/South ward.

"NOC to C.C."

Ref:-

1. Formal NOC issued u/no. AC/Estate/19990/AE(I)-II dtd.15/12/2014.
2. IOD vide no EB/1041/FS/A/IOD/1/New dtd. 30/08/2022.
3. Application from M/s. Aakar Architect & Consultants dtd. 07/09/2022.
4. AC/Estates/9029/A.E.(Imp)-I Dtd. 10/10/2022.
5. MDD / 1529 dtd. 18/10/2022.
6. Demand letter u/no. AC/Estates/424347/A.E.(Imp)-I Dtd. 20/10/2022.

Gentleman,

In the above subject matter, request of Architect M/s. Aakar Architects & Consultants to issue NOC to C.C. for proposed redevelopment on subject land under Reg. 32 of DCPR 2034 as per plans approved by B.P. Dept. vide no. EB/1041/FS/A/IOD/1/New dtd. 30/08/2022, has been considered favorably by Jt.M.C. (Imp) vide reference no. (5) above.

Accordingly, this office has issued demand letter vide ref.(6) above and the detail of payment raised and payment received is as under:

Particulars	Amount (in Rs.)	Payment made by Receipt No.
50% of One Time Premium	Rs. 79,71,250/-	Receipt No. 1004448184 Paid on 28/10/2022 (Pg. C/173 to C/177)

Therefore, as far as this office revenue is concerned there is no objection to issue NOC to CC for proposed redevelopment as per plans approved by BP Dept. dtd. 30/08/2022 vide ref (2) above on the plot under reference subject to the following conditions:

- 1) That, the remaining 50 % OTP amount of Rs. 79,71,250/- towards excess chargeable BUA shall be paid by Lessee within 3 years from issuance of instant NOC or before issuance of NOC to OC whichever is earlier, else penalty @ 12% will be levied for delayed payment.
- 2) That, in future, if any extra potential is derived by way of additional FSI/ Fungible compensatory BUA/ TDR on the plot due to revision of policy / rules etc. BMC as Lessor will have the exclusive right to recover One Time premium for said extra FSI / BUA or as per the policy prevailing then. Further the project period of 3 years for recovery of premium if any in future will be considered from issuance of this NOC.

- 3) That, the existing tenants/prospective buyers shall be made aware about following:-
- a) That, to pay Annual extra ground rent to BMC for plot under reference, if any.
 - b) That, the lease deed shall be executed by Lessee / Society within 3 months from date of outcome of decision in the W.P. No. 1251 of 2014 and others & after issue of Final Occupation Certificate / Building Completion Certificate by Building Proposal Department, whichever is later, as per the conditions to be finalized by MCGM as per the final verdict of Hon'ble High Court.
 - c) That, to pay the enhanced lease rent payable to MCGM which is subjudice in the Hon'ble High Court in W.P. No. 1251 of 2014 and others as per the final verdict of Hon'ble High Court in the matter and the modification in policy of Corporation in this regard will be binding on existing Lessee / tenants/ prospective buyers.
- 4) That, the B.P. Department shall not approve the amended plans /Further CC / OC without NOC of Estate Department as it involves BMC's revenue.
 - 5) That, for any Development pursuant to section 44/69 of MR & TP Act, 1966, development charges as per section 124 A of MR & TP Act, 1966 and any other charges as per the provision of MR & TP act 1966 & any other Acts, will be payable by the NOC Holder, while obtaining such permission.
 - 6) That, this NOC is issued subject to compliance of conditions of lease deed executed for plot under reference.
 - 7) That, PRC shall be updated in the name of present lessee of plot M/s. Om Shanti Housing Development Co. & BMC as lessor of plots within one year from date of issuance of instant NOC to CC.
 - 8) That, after the redevelopment, when the post audit of file is carried out, the NOC Holder / lessee is liable to pay the short recovery or dues, if any raised in the audit.

Yours faithfully,

sd/

Asstt. Comm. (Estates)

No. AC/Estates/424347/A.E.(Imp)-I Dtd. 02 /11 /2022

Copy

To,

Architect,

M/s. Aakar Architects & Consultants

Ground Floor, Satyanarayan Prasad Commercial Centre,
Dayaldas Road, Vile Parle (East), Mumbai - 400 057.

sd/

Asstt. Comm. (Estates)

No. AC/Estates/424347/A.E.(Imp)-I Dtd. 02 /11 /2022

✓ Exe. Engineer (B.P.) City - III

Copy forwarded for information. This NOC to C.C. is issued as far as this office revenue is concerned for proposed redevelopment as per plans approved by BP Dept. dtd. 30/08/2022 vide ref (2) above on the plot under reference. It is requested not issue any further approvals without N.O.C. of this office, as it involves B.M.C revenue.

sd/

Asstt. Comm. (Estates)

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Form -----
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in replying 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. EB/1041/FS/A/IOD/1/New

MEMORANDUM

Municipal Office,
Mumbai

To,
M/s Om Shanti Housing Development Company

Peninsula Business park, B Wing 13 th Floor, Opp. Peninsula Corporate Business park, senapati bapat Marg, Lower parel, West, Mumbai 400013.

With reference to your Notice 337 (New) , letter No. 535 dated. 3/1/2006 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed Redevelopment of building on plot bearing C.S. No. 40/26,plot no. 48 K, dadar matunga estate, shm.no.31, off. B.A. Road, F/S ward, Mumbai. CTS/CS/FP No. 40/26 furnished to me under your letter, dated 3/1/2006. I have to inform you that, I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended up to-date, my disapproval by reasons thereof :-

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

- 1 That the commencement certificate under Section 44/69(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
- 2 That the builder / developer / owner shall not prepare a "debris management plan" showing the prospective quantum of debris likely to be generated, arrangements for its proper storage at the site, transportation plan of the agency appointed for the same, with numbers and registration numbers of vehicles to be deployed and the final destination where the debris would be unloaded by them and submit the same to the Zonal Executive Engineer of S.W.M. Department and the same shall not be got approved before demolition of existing building or commencing any construction activity.
- 3 That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per Regn.37(24) of DCPR 2034.
- 4 That the structural engineer will not be appointed. Supervision memo as per Appendix-XI [Regulation 5(3)(ix)] will not be submitted by him.
- 5 That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load

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

- 24 That the work shall not be carried out between sunrise and sunset and the provision of notification issued by Ministry of Environment and Forest department dated 14.2.2000 and Rules framed for noise pollution (Regulation & Control) Rules 2000 shall be duly observed.
- 25 That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall be made as and when required by Insecticide Officer for Inspection of water tanks by providing safe and stable ladder, etc. and requirements as communicated by the Insecticide Officer shall be complied with.
- 26 No main beam in a R.C.C. framed structure shall not be less than 230 mm wide. The size of the columns shall also not be governed as per the applicable I.S. codes.
- 27 All the cantilevers (Projections) shall not be designed for five times the load as per IS Code 1993-2002 including the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- 28 In R.C.C. framed structures, the external walls shall not be less than 230 mm if in brick masonry or 150 mm. autoclaved cellular concrete block excluding plaster thickness as circulated under No. CE/PD/11945/I of 2.2.2006.
- 29 That the remarks regarding formation level from Road Department shall not be submitted.
- 30 That all the conditions of C.F.O. N.O.C. shall not be complied before full occupation to the building.
- 31 That the services of Safety Officer to take care of all safeties during construction on construction site and around shall not be hired.
- 32 That the Third party insurance shall not be submitted
- 33 That the Extra Water Charges & Extra Sewerage Charges from A.E. W.W. 'F/S' Ward shall not be paid.
- 34 That the Private Doctor shall not appointed for treatment of labour/ staff.
- 35 That the NOC to CC from Estate Department shall not be submitted.
- 36 That the completion certificate from CFO shall not be submitted
- 37 That the undertaking from owner stating that they will not object to the development of the neighbouring building in future shall not be submitted
- 38 That the owner shall not include a clause in the sale agreement with the prospective buyer stating that the proposed building under reference is being constructed with deficient open space.
- 39 That the Registered Undertaking from developer shall not be submitted for following:(a) Indemnifying the BMC against any litigation arising out of hardship to user in case of the failure of mechanized system/pit puzzle parking system /nuisance due to mechanical system. (b) Fitness Centre/Yogalaya shall be handed over to Co-operative Housing Society/Association/Apartment (c) part terrace shall not be misuse (d) indemnifying BMC against any litigation arising out of issue out of the damage due to contravening toilets & also adequate water proofing treatment shall be provided (e) excess parking spaces shall be handed over to BMC in case full F.S.I. is not consumed.
- 40 That the Registered Undertaking from developer shall not be submitted for following:(a) condition shall be incorporated in the sale agreement with prospective buyers that the building under reference is constructed with open spaces deficiency (b) No objection if the neighbouring plot owner come for development with deficiency in open spaces (c) setback land shall be handed over to MCGM before claiming FSI benefit of setback area. (d) Special attendant shall be deployed to control the

manoeuvring & the Movement of car entry/exit gates at the junction and the places where pit puzzle parking system is provided.

- 41 That the Registered Undertaking from developer shall not be submitted for following: (a) agreeing to demolish the excess area if constructed beyond permissible F.S.I (b) agreeing to pay the difference in premium paid and calculated as per revised land rates (c) minimum Nuisance during construction activity (d) To sell the tenements / flats on carpet area basis only and to abide by the provisions of Maharashtra Ownership Flats (Regulation of the promotion of construction, sale management and transfer) Act (MOFA), amended up to date and the Indemnity Bond indemnifying the M.C.G.M. and its Officers from any legal complications arising due to MOFA.
- 42 That the Indemnity Bond from the developer to indemnifying BMC for following: (a) against any litigation arising out of issue out of the damage due to contravening toilets & also adequate water proofing treatment (b) Indemnity Bond, indemnifying the BMC for damages, risks, accidents, to the occupiers (c) indemnifying BMC against disputes, litigations, claims, arising out of ownership of plot and plot boundary. (d) Indemnifying BMC against any litigation arising out of issue out of the damage due to contravening toilets & also adequate water proofing treatment shall be provided.
- 43 That the Registered Undertaking from developer shall not be submitted for following:(a) The area reserved for the pit puzzle parking shall be used/ utilized for the purpose of parking only (b) Structural stability certificate of pit puzzle parking system will be submitted. (c) Indemnifying BMC against any litigation arising out of issue out of the damage due to contravening toilets & also adequate water proofing treatment (d) Indemnity Bond, indemnifying the Corporation for damages, risks, accidents, to the occupiers.

C: CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C

- 1 That the plinth/stilt height and dimensions shall not be got checked by this office staff.
- 2 That the amended Remarks of concerned authorities / empanelled consultants for the approved plan, if differing from the plans submitted for remarks, shall not be submitted for:
- 3 That the Material testing report shall not be submitted.
- 4 That the yearly progress report of the work will not be submitted by the Architect.
- 5 That the Structural Stability Certificate along with Plinth Completion certificate through Registered Structural Engineer regarding constructed plinth shall not be submitted before asking for C.C. beyond plinth.
- 6 That the additional development cess shall not be paid before further C.C.
- 7 That every year before onset of the monsoon / revalidation of C.C., structural stability certificate of the work executed on site shall not be submitted by the appointed Registered Structural Engineer / Consultant, appointed by owner / occupier / society.
- 8 That the requisition clause No.49 of DCPR 2034 from Structural Engineer for quality and test report shall not be submitted.
- 9 That the NOC from High Rise Committee for slenderness ratio shall not be submitted.

D: GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C

- 1 That the dust bin will not be provided on site.
- 2 That the open spaces as per approval, parking spaces and terrace will not be kept open.

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- 3 That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at a prominent place.
- 4 That carriage entrance shall not be provided as per design of registered structural engineer and carriage entrance fee shall not be paid and completion certificate shall not be obtained.
- 5 That terraces, sanitary blocks, nahanis in kitchen will not be made water proof and same will not be provided by method of pounding and all sanitary connections will not be leak proof and smoke test will not be done in presence of licensed plumber.
- 6 That final N.O.C. from concerned authorities / empanelled consultants for:- (a) S.W.D.(b) Sewerage (c) CFO (d) Tree authority (e) Hydraulic Engineer (f) A.A. & C (Tax Clearance Certificate) (g) Drainage (h) Estate NOC shall not be submitted before occupation.
- 7 That the Structural Engineer's laminated final Stability with Work Completion Certificate along with up-to-date License copy and final R.C.C. design plans shall not be submitted.
- 8 That the Site Supervisor Certificate for quality of work and completion of the work shall not be submitted in prescribed format.
- 9 That the parking spaces shall not be provided as per DCPR 2034.
- 10 That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
- 11 That the N.O.C. from Inspector of Lifts, P.W.D., Maharashtra, will not be obtained and submitted to this office.
- 12 That the Fresh property card in the name of the MCGM shall not be submitted for setback area handed over.
- 13 That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid waste Management of M.C.G.M. shall not be provided.
- 14 That the additional development cess shall not be paid before O.C.
- 15 That the following documents shall not be compiled, preserved and handed over to the end user / prospective society within a period of 30 days in case of redevelopment of properties and in other cases, the same should be handed over within a period of 90 days after granting occupation certificate by BMC. (a) Ownership documents (b) Copies of I.O.D., C.C., subsequent amendments, O.C.C., B.C.C. and corresponding canvass mounted plans (c) Copies of soil investigation reports (d) R.C.C. details and canvass mounted structural drawings (e) Structural Stability Certificate from Licensed Structural Engineer (f) Structural Audit Reports (g) All details of repairs carried out in the buildings (h) Supervision certificate issued by the Licensed Site Supervisor (i) Building Completion Certificate issued by Licensed Surveyor/ Architect (j) NOC and completion certificate issued by the C.F.O. (k) Fire safety audit carried out as per the requirement of C.F.O.
- 16 That the certified copy of sale agreement incorporating the following conditions shall not be submitted to this office (a) That the prospective society / end user shall not preserve and maintain the documents / plans received from Owner / Developer / Architect and subsequently carry out necessary repairs / structural audit/ fire audit at regular interval and also present periodical structural audit reports and repair history, similarly to check and to carry out fire safety audit time to time as per requirement of C.F.O. through the authorized agency of BMC.
- 17 The registered undertaking and indemnity bond shall not be submitted stating that the conditions

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mentioned at Sr.No.16 will be incorporated in the sale agreement and the same will be informed to the prospective society/ end user.

- 18 That the supervision certificate shall be submitted periodically i.e. every 3 months from the L.S. / Engineer / Structural Engineer / Supervisor or Architect as the case may be as per D.C.Reg.5(3)(ix) regarding satisfactory construction on site.
- 19 That the Sample Agreement with prospective buyers/members shall not be submitted.
- 20 That the NOC from Civil Aviation Department shall not be submitted.
- 21 That the plans shall not be amend in case full F.S.I. is not consumed before occupation permission.

- () That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.
- () That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 29 August day of 2023 but not so as to contrivance any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time In force.

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

**Executive Engineer, Building Proposals,
Zone, Wards.**

SPECIAL INSTRUCTIONS

1. **THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.**
2. Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.
3. Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-
"Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be-
 - a) Not less than, 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be- laid in such street
 - b) Not less than 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms.)-of such building.
 - c) Not less than 92 ft. (!TownHall]) above Town Hall Datum.
4. Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.
5. Your attention if further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.
6. Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.
7. One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.
8. Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District

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before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules there under.

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

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No. EB/CE/ /BS /A/

NOTES

- 1) The work should not be started unless objections are complied with
- 2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- 3) Temporary permission on payment of deposit should be obtained any shed to house and store for construction purpose, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and certificate signed by Architect submitted along with the building completion certificate.
- 4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- 5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- 6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- 7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, 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 plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- 11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.

- 12) All the terms and condition of the approved layout /sub-division under No. of should be adhered to and complied with.
- 13) No Building /Drainage Completion Certificate will be accepted non water connection granted (except for the construction purpose) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- 14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- 15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- 16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- 17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 12.5 cubic meters per 10 sq. meters below payment.
- 18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- 19) No work should be started unless the existing structures proposed to be demolished are demolished.
- 20) The Intimation of Disapproval is given exclusively for the purpose of enabling you to proceeds further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13 (h) (H) of the Rent Act and in the event f your proceeding with the work either without an intimation about commencing the work under Section 347(1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act 1966, (12 of the Town Planning Act), will be with drawn.
- 21) If it is proposed to demolish the existing structures be 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 the alternative accommodation in the proposed structure at standard rent.
 - iii. Plans showing the phased programme of constructions has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.

- 22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first starting the work.
- 23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- 24) The bottom of the over head storage work above the finished level of the terrace shall not be less than 1.20 Mt.and not more than 1.80 mt.
- 25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- 26) It is to be understood that the foundations must be excavated down to hard soil.
- 27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- 28) The water arrangement nut be carried out in strict accordance with the Municipal requirements.
- 29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- 30) All gully traps and open channel drains shall be provided with right fitting mosquito proof made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of lock and the warning pipes of the rabbet pretested with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfections each not exceeding 1.5 mm in diameter. The cistern shall be made easily, safely and permanently accessible be providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms above the top where they are to be fixed as its lower ends in cement concrete blocks.
- 31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- 32) a Louvres should be provided as required by Bye0law No. 5 (b)
b Lintels or Arches should be provided over Door and Windows opening
c The drains should be laid as require under Section 234-1(a)
d The inspection chamber should be plastered inside and outside.
- 33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so as your own risk.

No. EB/1041/FS/A/IOD/1/New

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

EB/1041/FS/A/IOD/1/New

Copy To :- 1. AMEET G. PAWAR
SATYANARAYAN PRASAD COMMERCIAL CENTER, GROUND FLOOR, DAYALDAS ROAD, VILE
PARLE EAST, MUMBAI-400057.

2. Asst. Commissioner F/South.
3. A.E.W.W. F/South,
4. Dy.A & C. City
5. Chief Officer, M.B.R. & R. Board F/South .
6. Designated Officer, Asstt. Engg. (B. & F.) F/South ,
7. The Collector of Mumbai

 Digitally signed by RAJESH S DHOLAY
Date: 30 Aug 2022 15:12:27
Organization: Brihanmumbai Municipal Corporation
Designation: Executive Engineer

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OM SHANTI HOUSING DEVELOPMENT COMPANY

Peninsula Business Park, B Wing, 13th Floor, Opp. Peninsula Corporate Park, Senapati Bapat Marg,
Lower Parel (West), Mumbai - 400 013. India.

Date : ..25/4/24.....

TO,
SBI BANK
HOME LOAN OFFICE

Dear Sir,

I/We have submitted documents of project __POLESTAR_____ situated at
_DADAR EAST_____ to you for approval for financing individual customers
who have purchased a unit in the project.

The project is registered under RERA and the RERA registration number is
P51900051220_. Under this RERA registration number we have registered
_1_____(number) Buildings and they are identified as
_0_____ (Wings/Number/Types) on the RERA site.

I/We are aware that HDFC BANK LIMITED under instructions from the customer will be
disbursing the loan in favour of the developer. I/We would like to register our bank
account with HDFC BANK LIMITED and confirm that I/We have no objection receiving the
disbursement amount by way of Electronic Funds Transfer facility.

I/We hereby confirm that the disbursement of the customer's (purchaser's) loan can be
paid into the following bank account:

- Is the bank account 100% RERA Collection Account.....YE
- Bank account Number.04197250000024.....
- Name of Account Holder . Om Shanti Housing Development.....
- Account Type.....Current.....
- Name of BankYES BANK
- Branch NameLOWER PAREL.....
- Branch CityMUMBAI.....
- IFSCYESB00000419.....

