

AGREEMENT FOR SALE

FOR FLAT NO. 803

WING - C

ON THE EIGHTH FLOOR

IN

PLATINUM LIFE

DATED: 30TH APRIL, 2019

323/4296

पावती

Original/Duplicate

Tuesday, April 30, 2019

नोंदणी क्र. :39म

4:01 PM

Regn.:39M

पावती क्र.: 5009 दिनांक: 30/04/2019

गावाचे नाव: अंधेरी

दस्तऐवजाचा अनुक्रमांक: वदर4-4296-2019

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: निकिता कुमावत

नोंदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 4500.00

पृष्ठांची संख्या: 225

एकूण: रु. 34500.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

4:26 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक, अंधेरी-2

सह. दुय्यम निबंधक, अंधेरी क्र. २

मुंबई उपनगर जिल्हा

बाजार मूल्य: रु.14272000/-

मोबदला रु.20584250/-

भरलेले मुद्रांक शुल्क : रु. 1235500/-

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH000952360201920R दिनांक: 27/04/2019

बँकेचे नाव व पत्ता: IDBI

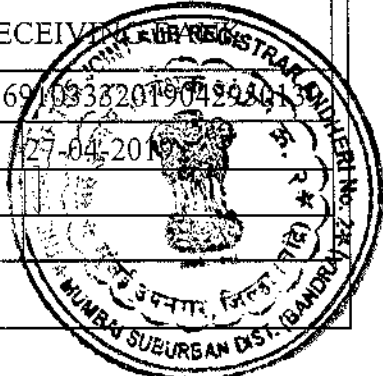
2) देयकाचा प्रकार: By Cash रक्कम: रु 4500/-

DELIVERED ORIGINAL DOCUMENT
ON- 02/05/2019

CHALLAN

MTR Form Number - 6

GRN NUMBER	MH000952360201920R	BARCODE	Form ID :	Date: 27-04-2019
Department	IGR		Payee Details	
Receipt Type	RE		Dept. ID (If Any)	
Office Name	IGR189-BDR15_JT SUB REGISTRAR ANDHERI 4	Location	PAN No. (If Applicable)	PAN-BNJPK8305F
Year	Period: From : 27/04/2019 To : 31/03/2099		Full Name NIKITA KUMAWAT	
Object	Amount in Rs.	Flat/Block No, Premises/ Bldg	C WING FLAT NO 803 PLATINUM	
0030045501-75	1235500.00	Road/Street, Area /Locality	LIFE SAMUDRA D N NAGAR	
0030063301-70	30000.00	Town/ City/ District	ANDHERI WEST	
	0.00	PIN	4 0 0 0 5 3	
	0.00	Remarks (If Any) :		
	0.00			
	0.00			
	0.00			
	0.00			
	0.00			
	0.00			
Total	1265500.00	Amount in words	Rupees	
Payment Details:IDBI NetBanking Payment ID : 212819338		FOR USE IN RECEIPT		
Cheque- DD Details:		Bank CIN No : 690933820190429801		
Cheque- DD No.		Date 27-04-2019		
Name of Bank IDBI BANK		Bank-Branch		
Name of Branch		Scroll No.		



Print

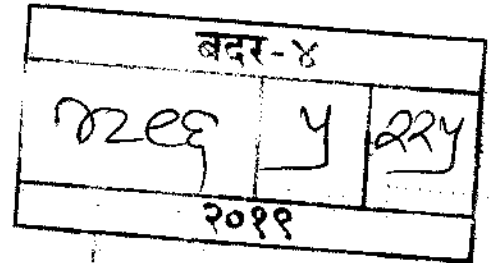
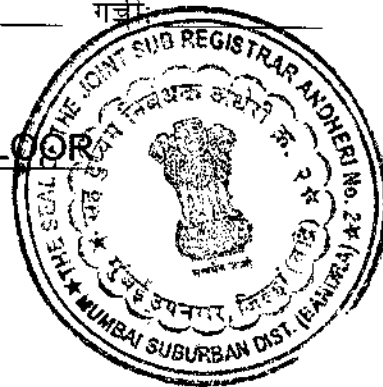
बदर-४
०२६६ १ २२५
२०१९

महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

मुल्यांकन अहवाल सन

2019-2020

१. दस्ताचा प्रकार:- AGREEMENT FOR SALE अनुच्छेद क्रमांक:- 25(b)
२. सादरकर्त्याचे नाव :- NIKITA KUMAWAT
३. तालुका : मुंबई / अंधेरी / बोरीवली / कुर्ली
४. गावाचे नाव : ANDHERI
५. नगरभुमापन क्रमांक / सर्व्हे क्रमांक / अंतिम भूखंड क्रमांक : 195(PART)
६. मूल्य दरविभाग (झोन):-39 उपविभाग: 198 (AS PER ZONE CERTIFICATE)
७. मिळकतीचे प्रकार: खुली जमिन निवासी कार्यालय दुकान औद्योगिक
प्रति चौ मीटर दर: 120100/- 200000/- 239400/- 291400/- 200000/-
८. दसतात नमूद केलेल्या मिळकतीचे क्षेत्रफळ:- 61.78 कारपेट/ बिल्ट अप चौ मीटर / फूट
67.96 बिल्ट अप चौ मीटर (AS PER RERA)
९. कारपार्किंग:- _____ गच्ची _____ पोटमाळा: _____
१०. मजला क्रमांक :- 8TH FLOOR
११. बांधकाम वर्ष :- NEW
१२. बांधकामाचा प्रकार:- आर आर सी / इतर पक्के / अर्धे पक्के / कच्चे
१३. वाजारमुल्यदर तक्त्यातील मार्गदर्शन सूचना क्रमांक:- _____ ज्यान्वये दिलेली घट / वाढ
१४. भाडेकरू व्याप्त मिळकत असल्यास:-
- १) त्याच्या ताब्यातील क्षेत्र (जुने क्षेत्र):- _____
- २) नविन इमारतीत दिलेले क्षेत्र :- _____
- ३) भाड्याची रक्कम :- _____



१५. लिहूँ अँड लायसन्सचा दस्त :

१) प्रतिमाह भाडे रक्कम :- _____

२) अनामत रक्कम / आगावू भाडे : _____

३) कालावधी :- _____

१६. निर्धारित केलेले बाजारमूल्य:-

MARKET VALUE OF FLAT:

67.96 x 200000 x 1.05

= RS.1,42,71,600.00/-

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SAY

= RS.1,42,72,000.00/-

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१७. दस्तामध्ये दर्शविलेली मोबदला:-

= RS.2,05,84,250.00/-

१८. देय मुद्रांक शुल्क@6% :-RS.12,35,055/-

भरलेले मुद्रांक शुल्क: RS.12,35,500/-

१९ देय नोंदणी फी: :-RS.30,000/-



(R)

सह दुय्यम निबंधक

बदर-४
४२८८ ६ १२५
२०१९

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधाव)					
Valuation ID	201904303773	30 April 2019,03:38:45 PM			
मूल्यांकनाचे वर्ष	2019	वदर४			
जिल्हा	मुंबई(उपनगर)				
मुल्य विभाग	39-अंधेरी (अंधेरी)				
उप मुल्य विभाग	39/198भुभाग: उत्तरेकडे जयप्रकाश मार्ग, पुर्वेस लिंक रोड व म्हाडा डी एन. नगर ले-आऊटची हदद. दक्षिण व पश्चिमेस गावाची सीमा.				
सर्व्हे नंबर व न भू क्रमांक :	सि.टी.एस. नंबर#195				
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
120100	200000	239400	291400	200000	चौरस मीटर
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र(Built Up)-	67.96चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2वर्षे	मूल्यदर/बांधकामाचा दर -	Rs.200000/-
उद्दवाहन सुविधा-	आहे	मजला -	5th floor To 10th floor		
Sale Type - First Sale Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मजला निहाय घट/वाढ = 105% apply to rate= Rs.210000/-					
घसा.यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर =(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी)+ खुल्या जमिनीचा दर) = (((210000-120100) * (100 / 100))+120100) = Rs.210000/-					
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 210000 * 67.96 = Rs.14271600/-				
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य +तळपराचे मूल्य + मेशॅनार्डन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य - बंदिस्त बाल्कनी = A + B + C + D + E + F + G + H + I = 14271600 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 =Rs.14271600/-				

Home Print

सह. मुख्यम निबंधक, अंधेरी क्र. २
मुंबई उपनगर जिल्हा



वदर-४		
०२२६	५	२२५
२०१९		

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made and executed at Mumbai, on this 30TH day of APRIL, in the Christian Year Two Thousand and Nineteen (2019);

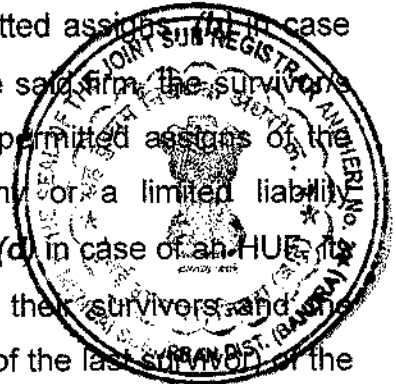
SV
Kwikita

BETWEEN:

SAMUDRA DARSHAN GRUHPRAVESH LLP, a limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at 901, Peninsula Heights, C.D. Barfiwala Marg, Juhu Lane, Andheri- West, Mumbai- 400 058, hereinafter referred to as "**the Developer**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART;**

AND

The Person(s) as mentioned in **Annexure 'A'** hereto, hereinafter called "**the Purchaser/s**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include (a) in case of individual/s his/her/their heirs, executors, administrators and permitted assigns; (b) in case of partnership firm/s, partner/s for the time being of the said firm, the survivor/s of them and the heirs, executors, administrators and permitted assigns of the surviving partner; (c) in case of a limited company or a limited liability partnership, its successors and permitted assigns; and (d) in case of an HUF, its Karta, beneficiaries, members and coparceners and their survivors and heirs, executors, administrators and permitted assigns of the last survivor) of the **OTHER PART:**



The Developer and the Purchaser/s are hereinafter individually referred to as "**a Party**" and collectively as "**the Parties**".

<i>SV</i>	<i>SV</i>	<i>SV</i>
2019		

WHEREAS:

- A. The Maharashtra Housing and Area Development Authority (hereinafter referred to as "**MHADA**") is seized and possessed of all that piece and parcel of land admeasuring 6,496.23 square meters or thereabouts (which includes an area reserved for a layout Recreation Ground admeasuring 949.87 square meters), forming part of land bearing CTS No. 195 (part), Survey No. 106-A at D. N. Nagar Lay Out, Village Andheri, Taluka Andheri, Mumbai Suburban District (hereinafter referred to as "**the Larger Land**"). The Larger Land is shown as marked in diagonal striped pattern and black colour boundary lines on the plan

Kwikita
Purchaser/s

SV
Developer

annexed hereto and marked as Annexure 'B' and is more particularly described in the **First Schedule** hereunder written. The area of the Larger Land is subsequently amended as per physical survey/demarcation carried out by MHADA to admeasure 6431.65 square meters, as is reflected in the approved plans referred to herein below.

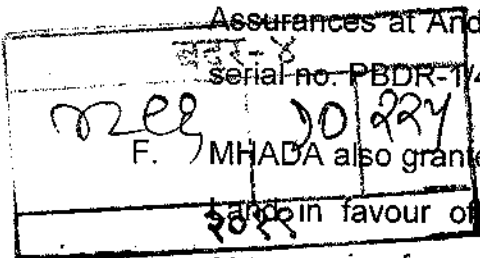
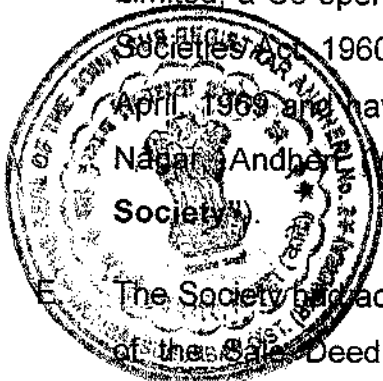
B. MHADA had constructed on a portion of the Larger Land admeasuring 3,534 square meters (hereinafter referred to as "**the Society Land**"), 4 (Four) buildings, each comprising of ground plus 2(two) storeys and containing therein 132 (One Hundred and Thirty Two) self-contained flats (hereinafter referred to as "**the Society Old Buildings**"); wherein such self-contained flats/shops were allotted by MHADA to various persons. It was envisaged by MHADA at the time of construction of the said Society Old Buildings that the various allottees of flats therein would form themselves into a co-operative housing society; and thereafter, MHADA would grant a conveyance or lease in respect of the said Land and the said Old Buildings to and in favour of such co-operative housing society.

C. The Society Land is shown as marked in diagonal striped pattern and black colour boundary lines on the plan annexed hereto and marked as Annexure 'B1'.

D. The various allottees of the flats in the Society Old Buildings have, with the consent and concurrence of MHADA, formed themselves into a co-operative housing society known as Samudra Darshan Co-Operative Housing Society Limited, a Co-operative Society duly registered under Maharashtra Cooperative Societies Act, 1960, bearing registration no. BOM/HSG/1689 of 1969 dated 15th April, 1969 and having its registered office at Building Nos. 9, 12, 13, 14, D. N. Nagar, Andheri (West), Mumbai- 400 053 (hereinafter referred to as "**the Society**").

E. The Society had acquired ownership rights to the Society Old Buildings by virtue of the Sale Deed dated 15th January, 1997 made and executed between MHADA of the one part and the Society of the other part, the said Sale Deed dated 15th January, 1997 was duly registered with the Sub Registrar of Assurances at Andheri, Mumbai Suburban District on 21st August, 1997 under serial no. PBDR-1/48/97 (hereinafter referred to as "**the said Sale Deed**").

F. MHADA also granted a lease dated 15th January, 1997 in respect of the Society Land in favour of the said Society for a period of 99 (Ninety Nine) years commencing from 1st May, 1990, at and for the consideration and on the terms and conditions as more particularly stated therein. The said Lease Deed dated

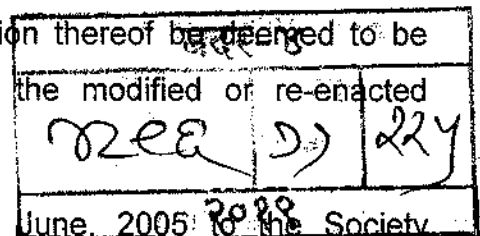
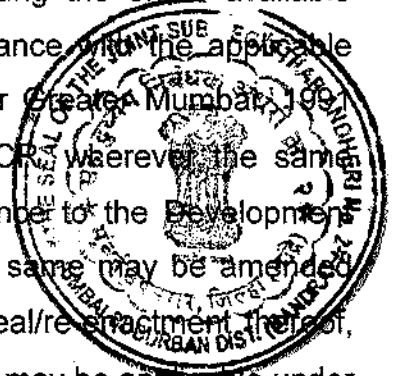


knikita
Purchaser/s

SV
Developer

15th January, 1997 was duly registered with the Sub Registrar of Assurances at Andheri 21st August, 1997 under serial no. PBDR-1/46/97 (hereinafter referred to as "the said Lease Deed").

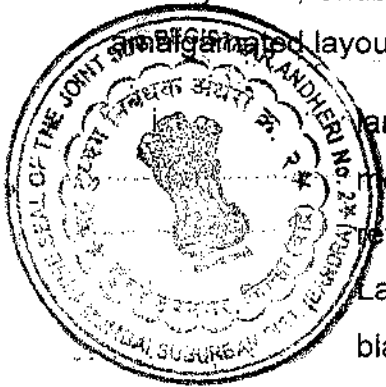
- G. The area of the Society Land in the Lease Deed is erroneously mentioned as 2,734.50 square meters in place and stead of 3,534 square meters and the Society has already informed MHADA regarding the same and had requested MHADA to rectify such error in the said Lease Deed dated 15th January, 1997. Moreover, in the NOC dated 25th July, 2012 issued by MHADA (referred to hereinafter), MHADA has considered the area of the Society Land as 3,534 square meters.
- H. In the circumstances, the Society is seized and possessed of the Society Land (as the lessee of MHADA) and the Society Old Buildings (as the owner thereof).
- I. The said Society Old Buildings were in a dilapidated condition and beyond economical repairs and in view thereof, the Society was desirous of appointing a fit and proper entity to undertake the redevelopment of the Society Land by demolishing the said Society Old Buildings and constructing on the Society Land, new multi-storied building/s by using and utilizing the entire available development potential of the Society Land, in accordance with the applicable provisions of the Development Control Regulations for Greater Mumbai, 1991 (hereinafter referred to as "the DCR"). The term DCR, wherever the same appears hereinafter, shall be deemed to be a reference to the Development Control Regulations for Greater Mumbai, 1991 as the same may be amended from time to time hereafter and in the event of a repeal/re-enactment thereof, shall mean the new development control regulations as may be applicable under the provisions of the Maharashtra Regional and Town Planning Act, 1966. Reference to any provisions of the Development Control Regulations, 1991 shall in case of a re-enactment or statutory modification thereof be deemed to be references to the corresponding provisions of the modified or re-enacted Development Control Regulations.
- J. MHADA had issued an offer letter dated 3rd June, 2005 to the Society (hereinafter referred to as "the First Offer Letter") and had, subject to the terms and conditions thereof; and subject to payment of the amounts therein mentioned, permitted the Society to undertake the redevelopment of the Society Land and certain additional land in the vicinity of the Society Land (admeasuring in the aggregate 6178.56 square meters) (after reduction of the area of the R.G. for computation of FSI) under the provisions of the then prevailing Regulation 33 (5) (2) (c) (ii) of the DCR (which regulation has subsequently been modified).



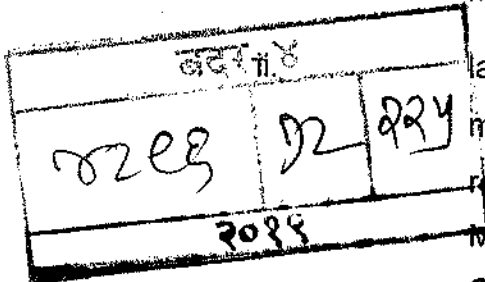
Anikita
Purchaser/s

SV
Developer

- K. By and under a Redevelopment Agreement dated 8th July, 2005, made between the Society (therein referred to as "**the Society**") and one M/s. Shubh Enterprise, a partnership firm (therein referred to as 'the Developers' and hereinafter referred to as "**Shubh**"), the Society had granted rights to and in favour of Shubh, to undertake redevelopment of the Society Land by demolishing the said Society Old Buildings and constructing thereon, new multistoried building/s (hereinafter referred to as "**the Shubh DA**"). The Shubh DA was registered with the Sub Registrar of Assurances at Andheri No. 4 under serial no. BDR15-01898-2005. Along with the Shubh DA, the Society had also executed a Power of Attorney dated 16th August, 2005 in favour of the partners of Shubh facilitating the redevelopment as contemplated under the Shubh DA (hereinafter referred to as "**the Shubh PoA**"). The Shubh POA was duly registered with the Sub Registrar of Assurances at Andheri No. 4 under serial no. BDR15-01899-2005.
- L. Thereafter, on compliance by the Society of the terms of the First Offer Letter, MHADA issued a NOC vide letter dated 1st September 2005 in respect of the proposed redevelopment (hereinafter referred to as "**First NOC**"). Thereafter, MHADA issued another NOC vide letter dated 7th October 2005 in respect of the proposed redevelopment (hereinafter referred to as "**Second NOC**"). The Purchaser/s has/have been furnished with a copies of the First Offer Letter, First NOC and Second NOC; and the Purchaser/s has/have perused the same and has/have understood the terms and conditions thereof.
- M. As per the proposal submitted by Shubh to MHADA for redevelopment of the Society Land, Shubh had also proposed that along with the Society Land, (as an



and belonging to MHADA admeasuring 1,330.13 square meters or thereabouts adjoining the Society Land (hereinafter referred to as "**the Additional Land**"); and which Additional Land is shown as marked in horizontal striped pattern and black colour boundary lines on the plan annexed hereto and marked as Annexure 'B2':



land belonging to MHADA and admeasuring 317.67 square meters or thereabouts adjoining the Society Land (hereinafter referred to as "**the OB3 Land**") and agreed to be leased by MHADA to certain individuals (hereinafter referred to as "**the OB3 Holders**"), who had constructed on the OB3 Land an office buildings known as office building no. 3 (hereinafter

Knika
Purchaser/s

SV
Developer

referred to as "the OB3 Structure"); and which OB3 Land is shown as marked in vertical striped pattern and black colour boundary lines on the plan annexed hereto and marked as Annexure 'B2';

- iii. land belonging to MHADA and admeasuring 364.56 square meters or thereabouts adjoining the Society Land (hereinafter referred to as "the OB4 Land") and agreed to be leased by MHADA to the Society; and which OB4 Land is shown as marked in criss-cross striped pattern in black colour boundary lines on the plan annexed hereto and marked as Annexure 'B2'; and
- iv. land belong to MHADA admeasuring 949.87 square meters or thereabouts adjoining the Society Land (hereinafter referred to as "the RG Land"); and which RG Land is shown as marked in grass pattern and black colour boundary lines on the plan annexed hereto and marked as Annexure 'B2'.

N. The Society Land, the OB3 Land, the OB4 Land, the Additional Land and the RG Land together constitute the Larger Land (which is shown as marked in red colour boundary lines on the plan annexed hereto and marked as Annexure 'B' and more particularly described in the **First Schedule** hereunder written).

O. On or about 20th October, 2010, MHADA issued another offer letter thereby modifying the terms of the First Offer Letter (hereinafter referred to as "the **Second Offer Letter**"). The Purchaser/s has/have been furnished with a copy of the Second Offer Letter; and the Purchaser/s has/have perused the same and has/have understood the terms and conditions thereof.

P. Subsequently, on or about 11th March, 2011, MHADA issued another offer letter thereby modifying the terms of the Second Offer Letter (hereinafter referred to as "the **Third Offer Letter**"). The Purchaser/s has/have been furnished with a copy of the Third Offer Letter; and the Purchaser/s has/have perused the same and has/have understood the terms and conditions thereof.

Q. Thereafter, on compliance by the Society of the terms of the Third Offer Letter, MHADA also issued a NOC vide letter dated 25th July, 2012 in respect of the proposed redevelopment (hereinafter referred to as "**Third NOC**"). The Purchaser/s has/have been furnished with a copy of the Third NOC; and the Purchaser/s has/have perused the same and has/have understood the terms and conditions thereof.

Knikita
Purchaser/s

EV
Developer

R. Shubh had on behalf of the Society, submitted plans for approval to the MCGM and the MCGM had thereupon issued an Intimation of Disapproval dated 16th February, 2006 bearing number E.B./CE/8160/WS/AK and along with the said Intimation of Disapproval, approved the plans for construction of a new building for the rehabilitation of the existing members of the Society on the portion of the Larger Land. The Purchaser/s has/have been furnished with a copy of the said Intimation of Disapproval dated 16th February, 2006; and the Purchaser/s has/have perused the same and has/have understood the terms and conditions thereof.

S. Pursuant to having obtaining the said Intimation of Disapproval dated 16th February, 2006, Shubh had unlawfully commenced the construction of the Proposed Buildings on the portion of the Larger Land, without having obtained the requisite commencement certificate from the MCGM. Subsequently, Shubh abandoned the construction activities on the Larger Land. Shubh had also made several defaults in complying with its obligations under the Shubh DA and in view of the same, at the Special General Body Meeting of the Society held on 3rd August, 2014, a unanimous resolution was passed by the existing members of the Society to terminate the appointment of Shubh as a developer for the redevelopment of the Larger Land on account *inter alia* of non-performance of its obligations as undertaken under the said Shubh DA and on account of abandoning the project of redevelopment; and further resolved to appoint another entity engaged in the business of development and redevelopment of immovable properties, as a developer for undertaking the redevelopment thereof. The Developer has furnished to the Purchaser/s the minutes of the said Special General Body Meeting of the Society held on 3rd August, 2014; and the Purchaser/s has/have perused the same.

Accordingly, by and under a letter dated 5th August, 2014 addressed by the Society, through its Advocates, to Shubh, it was communicated by the Society to Shubh that the Society has terminated the said Shubh DA and Shubh POA for the reasons particularly set out therein. The Developer has furnished to the Purchaser/s a copy of the said letter dated 5th August, 2013; and the Purchaser/s has/have perused the same.

Further, by and under a Deed of Cancellation dated 16th September, 2014 made and executed between the Society and Shubh, the Shubh DA, Shubh POA, individual consent letters given by the existing members of the Society in favour of Shubh and all other correspondences, writings and documents executed by the Society or its existing members with regard to the project of redevelopment of the Society Land (and other lands in the vicinity of the Society Land) being

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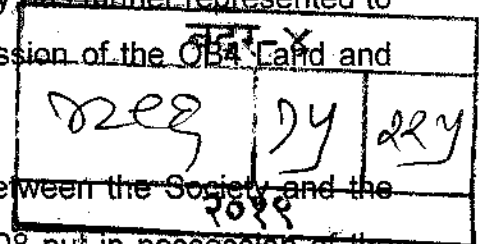
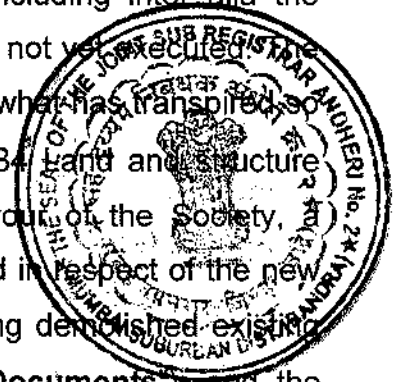
undertaken by Shubh were mutually terminated. The said Deed of Cancellation is registered with the Sub-Registrar of Assurances at Andheri no. 6 under number BDR-17-8413-2014. The Purchaser/s has/have been furnished with a copy of the said Deed of Cancellation; and the Purchaser/s has/have perused the same and has/have understood the terms and conditions thereof.

- V. In the circumstances, the appointment of Shubh as the developer to undertake redevelopment of the Larger Land was terminated by the Society and such termination was duly accepted by Shubh.
- W. The Society had made an application to the MHADA for allotment to the Society of the OB4 Land and the structures thereon; and the MHADA has vide allotment letter dated 30th April, 2005 confirmed that the MHADA will be allotting the OB4 Land and the structures standing thereon the Society subject to the terms and conditions contained therein and subject to the payment by the Society to MHADA of the amounts specified therein. The Society has thereupon made payment of sum Rs. 26,72,553/- (Rupees Twenty Six Lakh and Seventy Two Thousand and Five Hundred and Fifty Three only) to the MHADA as demanded by the MHADA vide its letter dated 30th April, 2005. Annexed hereto and marked as Annexure 'C' is a copy of the letter dated 30th April, 2005 issued by the MHADA and copy of the receipt evidencing payment of Rs. 26,72,553/- (Rupees Twenty Six Lakh and Seventy Two Thousand and Five Hundred and Fifty Three only). However, the requisite documents for transfer of the OB4 Land and the structures standing thereon in favour of the Society (including inter alia the requisite lease in respect of the OB4 Land by MHADA) is not yet executed. Society has represented to the Developer that in view of what has transpired so far in the matter of acquisition by the Society of the OB4 Land and structure standing thereon, MHADA shall execute directly in favour of the Society, Lease Deed in respect of the OB4 Land and a Sale Deed in respect of the new structure to be constructed by the Developer upon having demolished existing structures (hereinafter referred to as "**the OB4 Title Documents**"), and the Society shall vide the OB4 Title Documents become formally entitled to the OB4 Land and the structure standing thereon. The Society has further represented to the Developer that the Society has obtained possession of the OB4 Land and the structure thereon (now demolished).

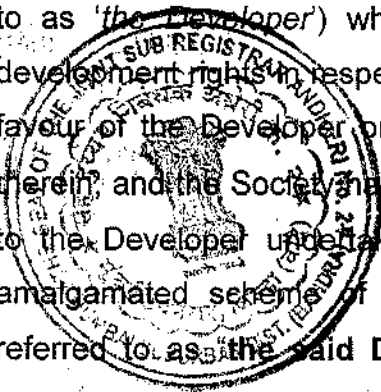
- X. Pursuant to certain discussions and negotiations between the Society and the OB3 Holders, the Society was on or about July 2008 put in possession of the OB3 Land and the OB3 Structure by the OB3 Holders. However, such discussions and negotiations had not culminated into a definitive transaction.

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Developer



- Y. In the Special General Body Meeting of the Society held on 5th October, 2014, the Society has considered the offers made by 4 (four) developers (including the Developer herein) who had submitted their offers for the redevelopment; and after considering such offers, the members of the Society accepted the offer made by the Developer herein; and have unanimously resolved to appoint the Developer herein as the developer to undertake the redevelopment of the Larger Land. The Developer has furnished to the Purchaser/s minutes of the said Special General Body Meeting of the Society held on 5th October, 2014 and the Purchaser/s has/have perused the same.
- Z. Thus, in the Special General Body Meeting held on 5th October, 2014, the Society has confirmed the appointment of the Developer herein as the only developer entitled to undertake the redevelopment of the Larger Land., The said Special General Body Meeting held on 5th October, 2014 was also attended by Mr. Suresh More, Deputy Registrar of Co-operative Societies, MHADA.
- AA. Thus, the Society has, in the course of appointment of the Developer for the redevelopment of the Larger Land, followed the due procedure prescribed in the provisions of the Maharashtra Co-operative Societies Act, 1960 and in particular the Directive dated 3rd January, 2009, issued under Section 79-A thereof by the Government of Maharashtra, Co-operation, Marketing and Textiles Department.
- BB. Thereafter, by and under a Development Agreement dated 21st October, 2014, was made and executed between the Society of the One Part (therein referred to as 'the Society') and the Developer herein of the Other Part (therein referred to as 'the Developer') whereby the Society has granted full and exclusive development rights in respect of the Society's Land and the OB4 Land, to and in favour of the Developer on the terms and conditions more particularly stated therein, and the Society has therein confirmed that the Society had no objection to the Developer undertaking the redevelopment of the Larger Land as an amalgamated scheme of redevelopment with the Society Land (hereinafter referred to as "the said Development Agreement"). The said Development Agreement is registered with the Sub-Registrar of Assurances Andheri No.6 under serial number **BDR17-8490-2014**. Along with the said Development Agreement, the Society had also executed an Irrevocable Power of Attorney dated 21st October 2014 (hereinafter referred to as "the Power of Attorney") in favour of (1) Mr. Vishal Ratanghayra and (2) Mr. Gurminder Singh, being the Designated Partners of the Developer, for doing various acts, deeds, matters and things in relation to undertaking the redevelopment of the Larger Land as envisaged under the said Development Agreement. The Power of Attorney is registered with the Sub-Registrar of Assurances at Andheri no.6 under number



बदर	फायर	of (1) Mr. Vishal Ratanghayra and (2) Mr. Gurminder Singh, being the Designated Partners of the Developer, for doing various acts, deeds, matters and things in relation to undertaking the redevelopment of the Larger Land as envisaged under the said Development Agreement. The Power of Attorney is registered with the Sub-Registrar of Assurances at Andheri no.6 under number
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- CC. Thereafter, MHADA issued another offer letter dated 31st March, 2017 thereby offering to permit consumption of an additional FSI of 11,556.60 square meters on the Larger Land (hereinafter referred to as "Fourth Offer Letter"). Thereafter, MHADA issued revised offer letter dated 12th January, 2018 thereby offering to permit consumption of an additional FSI of 11,556.60 square meters on the Larger Land, subject to further payment of a sum of Rs. 52,11,24,758 (Rupees Fifty Two Crores Eleven Lakhs Twenty Four Thousand Seven Hundred and Fifty Eight Only) towards premium for consumption of such additional FSI (hereinafter referred to as "Fifth Offer Letter"). A copy of the said Fifth Offer Letter is annexed hereto and marked as Annexure 'D'.
- DD. The said amount of Rs. 52,11,24,758 (Rupees Fifty Two Crores Eleven Lakhs Twenty Four Thousand Seven Hundred and Fifty Eight Only) is to be paid to MHADA in 4 (four) installments and the Developer has already paid the 1st installment thereof of Rs. 13,97,17,033/- (Rupees Thirteen Crores Ninety Seven Lakhs Seventeen Thousand and Thirty Three Only) to MHADA and accordingly, thereupon MHADA has issued a NOC dated 7th August, 2018 thereby permitting the Society (through the Developer) to undertake the redevelopment of the Larger Land. A copy of the said NOC dated 7th August, 2018 issued by MHADA is annexed hereto and marked as Annexure 'E'.
- EE. The First Offer Letter, the Second Offer Letter, the Third Offer Letter, the Fourth Offer Letter, and the Fifth Offer Letter are hereinafter collectively referred to as "MHADA Offer Letters".
- FF. In addition to the above, the Developer has from time to time made various applications to various concerned authorities, including *inter alia* the Ministry of Environment and Forests ("MOEF"), the MCGM, MHADA, Chief Fire Officer, Supt. Of Gardens, E.E.T.C. etc. and has from time to time obtained various approvals for construction of various multistoried buildings on the Larger Land as per the details set out in Annexure 'F'. The Purchaser/s confirm/s having being furnished with true copies of all documents/approvals referred to in Annexure 'F' hereto along with the sanctioned and approved plans (enclosed with or annexed to such approvals, where applicable) and has ~~perused~~ ^{perused} and understood the terms and conditions thereof and is completely satisfied with the same in all respects.
- GG. Prior to 23rd May, 2018, MCGM was the planning authority under the provisions of the Maharashtra Regional and Town Planning Act, 1966, for the purposes of granting of construction related approvals with regard to the buildings proposed



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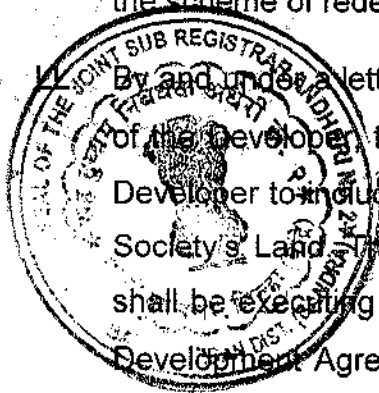
to be constructed on the Larger Land. After 23rd May, 2018, by virtue of amendments to the provisions of the the Maharashtra Regional and Town Planning Act, 1966 and the applicable DCR, MHADA is appointed/designated as the planning authority for grant of construction related approvals with regard to the buildings proposed to be constructed on the Larger Land. In the circumstances, all further construction related approvals (after 23rd May, 2018) in respect of the Larger Land, are issued by MHADA.

HH. Accordingly, the Developer has demolished the Society Old Buildings as well as the OB3 Building and the OB4 Building including *inter alia* all the unauthorized structures constructed by Shubh on the Larger Land.

II. In the circumstances aforesaid, the Developer became entitled to redevelop the Larger Land and construct thereon a new multi storied building.

JJ. In the meantime, though the Society was already put in possession of the OB3 Land, certain disputes and differences had arisen between the Society and the OB3 Holders and the OB3 Holders had filed a writ petition in the Hon'ble High Court of Judicature at Bombay, challenging certain decisions taken by MHADA permitting the Society to include the OB3 Land in the scheme of redevelopment of the Society Land being Writ Petition No. 1904 of 2016.

KK. Pursuant thereto, the disputes and differences between the Society and the OB3 Holders were amicably settled by filing of Consent Terms dated 4th May, 2018 in the said Writ Petition no. 1904 of 2016; and the OB3 Holders have therein confirmed that they have no objection to the Society including the OB3 Land in the scheme of redevelopment of the Society Land.



By and under a letter dated 5th May, 2018 issued by the Society to and in favour of the Developer, the Society has confirmed that the Society has permitted the Developer to include the OB3 Land also in the scheme of redevelopment of the Society's Land. The Society has in such letter also confirmed that the Society shall be executing a Supplemental Agreement (supplemental agreement to the Development Agreement) for formally authorizing the Developer to include the OB3 Land in the scheme of redevelopment.

MM. The Society vide letter dated 5th June, 2018 has already requested MHADA for grant of a lease in respect of the OB3 Land to and in favour of the Society as per terms and conditions mentioned in the said Consent Terms dated 4th May, 2018 in the said Writ Petition.

NN. As per the loD and the plans to be further approved hereafter by the MCGM/MHADA or other concerned authorities, the Developer proposes the

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construction of 4 (four) separate and distinct buildings comprising in the aggregate 7 (seven) wings on the Larger Land as per the following list:

- i. a building comprising of A wing with 3 basements plus ground plus 15 upper floors (hereinafter referred to as "***the First Building***");
- ii. a building comprising of B & C wings with 3 basements plus ground plus 16 (pt) upper floors (hereinafter referred to as "***the Second Building***");
- iii. a building comprising of D & E wings with 3 basements plus ground plus 16 (pt) upper floors (hereinafter referred to as "***the Third Building***"); and
- iv. a building comprising of F & G wings with 3 basements plus ground plus 16 upper floors (hereinafter referred to as "***the Fourth Building***");

(hereinafter collectively referred to as "***the Proposed Buildings***".)

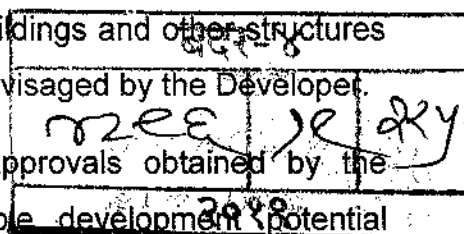
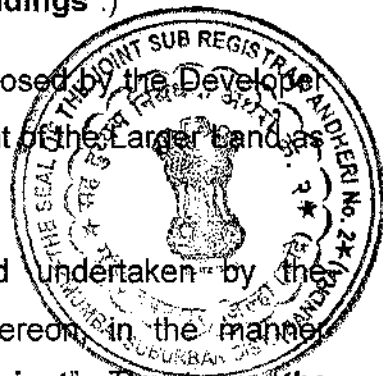
OO. The location of the Proposed Buildings as presently proposed by the Developer is shown on the layout plan of the scheme of development of the Larger Land as annexed hereto and marked as **Annexure 'G'**.

PP. The development/redevelopment of the Larger Land undertaken by the Developer by constructing the Proposed Buildings thereon in the manner aforesaid, is hereinafter referred to as "***the said Project***". The term "***the Project***" wherever the same appears hereinafter shall include without limitation the entire project of construction of the Proposed Buildings and other structures and the entire development of the Larger Land, as envisaged by the Developer.

QQ. It is clarified that as per the existing building approvals obtained by the Developer, only a part of the presently available development potential (available for utilization on the Larger Land) is being utilized in the course of construction of the Proposed Buildings; and that since the building approvals are proposed to be obtained by the Developer in various phases; the Developer shall from time to time be making applications to the MHADA as well as the other concerned authorities for revisions and amendments to the approved plans and for issuance of further intimations of disapproval or approval of amended plans and further commencement certificates or revalidation of the existing Commencement Certificate in terms of such amended/revised plans as may be approved from time to time, such that the entire available development-

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potential available for consumption on the Larger Land is completely consumed in the course of development and construction of the Proposed Buildings on the Larger Land. Accordingly, the plans for construction of the Proposed Buildings on the Larger Land are subject to further modifications.

RR. Presently, the Developer has commenced construction on the Larger Land on the basis of existing approvals already granted by the MCGM and MHADA and subsequent modifications will be done on the basis of the further development potential that is available and that may from time to time become available due to various factors and as per DCR and/or any statutory modification or re-enactment thereof. It is clarified that the Developer has designed the foundation, piling and other aspects pertaining to the load bearing capacity of the Proposed Buildings as also made provisions for utilities, common areas and common facilities like water tanks, lifts, etc. in such manner that the same would support, withstand and bear the load of the extensions to the Proposed Buildings as is envisaged by the Developer hereunder.

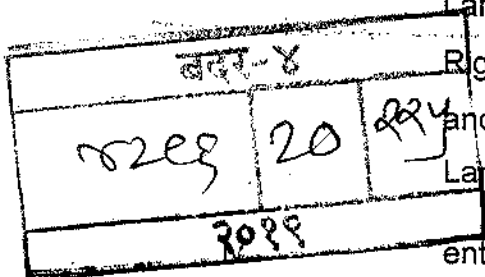
SS. It is clarified that during construction of the Proposed Buildings, the Developer shall be consuming on the Larger Land, maximum permissible FSI and development potential available as per the provisions of the DCR including but not limited to the following:

i. entire development potential available for consumption on the Larger Land by way of FSI emanating from the Larger Land in the form of base land FSI, which can be consumed free of costs thereon;



entire development potential available for consumption on the Larger Land by way of acquiring of FSI by way of payment of premium to the Government of Maharashtra or any other statutory authorities including but not limited to the MCGM or MHADA including inter alia the layout incentive FSI or pro-rata FSI;

iii. entire development potential available for consumption on the Larger Land by way of loading Transferable Development Rights (hereinafter referred to as "TDR") on the Larger Land; if and when the same is permitted to be utilized on the Larger Land;



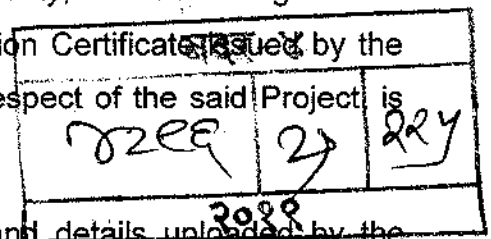
entire development potential available for consumption on the Larger Land by acquiring of compensatory fungible FSI in

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accordance with the presently Regulation 35 (4) of the DCR or the corresponding provisions of the modified/re-enacted DCR; and

- v. entire development potential available for consumption on the Larger Land under the provisions of Regulation 33 (5) (2) (c) (ii) of the DCR as prevailing at the time of issuance of the Offer Letters by MHADA as recited above and any other Offer Letter which might be received at any time hereafter.
- TT. As per the existing approvals and further amendments thereto, as may be obtained by the Developer from time to time, the Developer would be constructing on the Larger Land, the Proposed Buildings to be known as "PLATINUM LIFE" the premises which would be capable of being used as residential flats, retail shops, commercial offices, restaurants, banks, and any other use in accordance with the building approvals.
- UU. The Developer has entered into an Agreement as prescribed by the Council of Architects appointing the Architect M/s. Space Moulders, represented by Mr. Chandan Kelekar (who is registered with the Council of Architecture), and have also appointed Mr. P. S. Babaria as structural designers/engineers for preparing structural design and drawings and specifications of the Proposed Buildings. The Purchaser/s accept/s the professional supervision of the said Architects and the said structural designer/engineer till the completion of the Proposed Buildings unless otherwise changed by the Developer.
- VV. The right and entitlement of the Developer to develop the Larger Land has been set out in the Title Certificate dated 9th July, 2015 issued by Kanga & Co. A copy of the said Report on Title is annexed hereto as Annexure 'H'.
- WW. The Developer has registered the said Project of development and construction on the said Property under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA"), with the Maharashtra Real Estate Regulatory Authority, under registration no.P51800014518. A copy of the Project Registration Certificate issued by the Maharashtra Real Estate Regulatory Authority in respect of the said Project is annexed hereto and marked as Annexure 'I'.
- XX. The Purchaser/s has/have seen the documents and details uploaded by the Developer on the website of the Maharashtra Real Estate Regulatory Authority in respect of the said Project and has perused all such documents and has/have understood the contents thereof.



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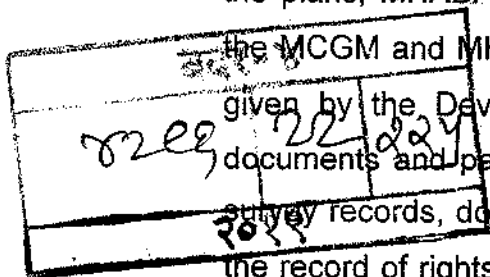
YY. The Purchaser/s is/are aware that the Developer has disclosed on the website of the Maharashtra Real Estate Regulatory Authority (in respect of the said Project) the details of certain pending litigation in relation to the Project and the Purchaser/s has/have demanded from the Developer the entire set of papers and proceedings with regard to such litigation and has/have after obtaining independent legal advice with regard to the same, accepted the entitlement of the Developer to undertake the redevelopment of the Larger Land and the right and entitlement of the Developer to execute this Agreement and to consummate the transactions herein contained on the term and conditions mentioned herein.

ZZ. The Purchaser/s has/have approached the Developer for acquiring a residential flat in one of the Proposed Buildings, as per the details more particularly described in Annexure 'J1' hereto (hereinafter referred to as "the said Flat"). The said Flat is shown on the floor plan annexed hereto as Annexure 'J'. As per the terms of the Redevelopment Documents and as per the building approvals, the said Flat forms a part of the surplus area that the Developer is entitled to sell in the open market (viz. not being the area earmarked for rehabilitation of the existing members of the Society).

AAA. The Developer has informed the Purchaser/s that the project of construction of the Proposed Buildings on the Larger Land has been mortgaged by the Developer in favour of ECL Finance Limited (hereinafter referred to as "ECLFL") and Catalyst Trusteeship Limited (hereinafter referred to as "CTL"); and the transaction hereby contemplated is subject to the terms of the conditional no objection (NoC) issued by ECLFL and CTL. The Purchaser/s has/have perused the said NoC issued by ECLFL and has/have understood and accepted the terms and conditions thereof to the entire satisfaction of the Purchaser/s.

BBB. The Purchaser/s has/have taken inspection of all the documents of title of the Society relating to the Larger Land and the Purchaser/s has/have satisfied himself/herself/themselves about the entitlement of the Developer to redevelop the Larger Land by construction of the Proposed Buildings thereon and to enter into these presents.

CCC. The Purchaser/s has/have demanded and has also taken inspection of the plans, MHADA Offer Letters and the existing building approvals issued by the MCGM and MHADA (including the conditions set out therein), undertakings given by the Developer/Society to the MCGM, MHADA and other relevant documents and papers including *inter alia* the municipal assessment bills, city survey records, documents with regard to the termination of the Shubh DA and the record of rights, property register cards and all other documents required to



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be furnished to the Purchaser/s by the Developer under the provisions of RERA and Real Estate (Regulation and Development) (Registration of the Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (hereinafter referred to as "RERA Rules"), as well as under the provisions (to the extent applicable) of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") and Maharashtra Ownership Flats (Regulation of promotion of Construction, Sale, Management and Transfer) Rules, 1964 (hereinafter referred to as "MOFA Rules") and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the aforesaid and other relevant documents and papers in respect of the Larger Land and the said Project.

DDD. The Purchaser/s is/are aware that presently the Society is granted a lease by MHADA in respect only of the Society Land and though MHADA has permitted the Society to undertake the redevelopment of the entire Larger Land, the requisite Lease Deed in respect of the remainder of the Larger Land (other than the Society Land) is yet to be executed by MHADA in favour of the Society.

EEE. The Purchaser/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Developer and that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the Proposed Buildings is completed and after the management of the Proposed Buildings is handed over to the Society and the Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations.

FFF. In the circumstances, pursuant to negotiations between the Purchaser/s has/have agreed to purchase and acquire from the Developer and the Developer has agreed to sell to the Purchaser/s, the said Flat on the terms and conditions herein contained.

GGG. The Parties are desirous of reducing to writing the terms and conditions agreed upon between themselves as hereinafter appearing.

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

1 RECITALS TO FORM AN INTEGRAL PART:

The Recitals above form an integral part of this Agreement and are not repeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in the operative part also as if the same were set out hereinafter and reproduced verbatim.

2 DEVELOPER TO CONSTRUCT THE PROPOSED BUILDINGS:

2.1 The Developer shall construct the Proposed Buildings as per the details set out in Recitals hereof, to be known as "Platinum Life" on the Larger Land, in accordance with the plans, designs, specifications that area already approved by the MCGM and MHADA and any other concerned local authority and which may further be approved by the concerned local authorities (in respect of the additional floors or additional structures as provided herein); and which sanctioned plans as well as proposed plans have been seen and approved by the Purchaser/s with only such variations therein as the Developer may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any them **PROVIDED THAT** the Developer shall have to obtain prior consent in writing to the Purchaser/s in respect of any variations or modifications to the plans which may adversely affect the said Flat hereby agreed to be sold to the Purchaser/s.

2.2 The Purchaser/s is/are aware that since multiple buildings are to be constructed on the Larger Land as recited hereinabove, the Developer may construct the Proposed Buildings in a phased manner and the Purchaser/s has no objection to the Developer undertaking the development of the Larger Land and the construction of the Proposed Buildings thereon in a phase wise manner. Thus, at the time of delivery of possession of the said Flat by the Developer to the Purchaser/s, the entire development of the Larger Land may not have been completed; and the same may be ongoing; and the Developer may offer to put the Purchaser/s in possession of the said Flat upon receipt of a part occupancy/occupation certificate in respect of the Proposed Building in which the said Flat is situate or even a part of such Proposed Building. The Purchaser/s shall not object to the remaining development work and shall not refuse to accept possession of the said Flat in the event if the Developer has obtained a part occupancy/occupation certificate in respect of the said Flat.

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3 TRANSACTION:

- 3.1 In consideration of the aggregate sum as mentioned in Annexure 'K' hereto (hereinafter referred to as "the Purchase Price") agreed to be paid by the Purchaser/s to the Developer in the manner contained in Annexure 'K' hereto, the Developer hereby agrees to sell to the Purchaser/s and the Purchaser/s hereby agree/s to purchase from the Developer, the said Flat, as more particularly described in Annexure 'J1' hereto, in the Proposed Buildings being constructed on the Larger Land together with all rights of and incidental thereto and together with the right to use and enjoy the limited common areas and facilities and the common areas and facilities in common as specified in **Part A** and **Part B** respectively of the **Second Schedule** hereunder written (all of which aforesaid rights and entitlements of the Developer agreed to be sold hereunder are hereinafter collectively referred to as "the said Premises").
- 3.2 It is agreed between the Parties hereto that a notice/intimation forwarded by the Developer to the Purchaser/s stating that a particular stage of construction is being commenced or achieved shall be sufficient proof that a particular stage of construction is being commenced or achieved (as the case may be) for the purpose of making payment of the installment of the Purchase Price, as per Annexure 'K' hereto. The Developer is not bound and shall not be called upon or required to give any further notice or intimation requiring any such payment and non-furnishing of any further particulars or non-issuance of any further notice or intimation, shall not be pleaded by the Purchaser/s as an excuse for non-payment of any amount/s due on the respective due dates or events.
- 3.3 The said amount of the Purchase Price referred to hereinabove excludes all taxes (comprising inter alia of tax paid or payable by the Developer by way of Value Added Tax or Service Tax or Goods and Services Taxes and Cess and any other similar taxes, which may be levied, in connection with the construction and development of and carrying out the Project payable by the Developer) up to the date of handing over possession of the said Flat, as elaborated herein below.
- 3.4 The said amount of Purchase Price is non-escalatory, save and except in the event of any increase in the development charges or any other charges payable by the Developer to MCGM or MHADA or any other governing authorities. In the event of such escalations in the Purchase Price as a result of the aforesaid events, then the Developer shall enclose a copy of the relevant notifications, circulars etc. together with the demand letter issued by the Developer to the Purchaser/s for the escalated Purchase Price.



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3.5 The Developer may allow, in its discretion a rebate for early payments of the installments of the Purchase Price payable by the Purchaser/s by discounting such early payments at the Agreed Interest Rate (as defined hereunder) per annum for the period by which the respective installment has been pre-poned. Such rebate shall be provided to the Purchaser/s only if mutually agreed upon between the Parties in writing. The provision for allowing rebate and the rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Developer. The term "**Agreed Interest Rate**" wherever the same appears in this Agreement shall be deemed to be a reference to the Interest Rate as mentioned in Rule 18 of the RERA Rules.

3.6 It is clarified that the amount/quantum of the Purchase Price as mentioned in Annexure 'K' is arrived at and agreed upon between the Parties after considering the installments (and milestones) for payment of the Purchase Price as set out in Annexure 'K' hereto; and accordingly, the installments (and milestones) for payment of the Purchase Price, as set in Annexure 'K' hereto have been mutually agreed upon at after considering and negotiating the quantum of the Purchase Price, as arrived at and recorded herein. The Purchaser/s shall not by virtue of making timely payment of the installments of the Purchase Price (as per Annexure 'K' hereto) seek to claim or be entitled to claim any rebate or discount on the Purchase Price pursuant to Clause [3.5] hereof.

3.7 All the amounts towards the Purchase Price shall be deposited by the Purchaser/s in the account opened with the **HDFC Bank Limited** bearing account number **5750000081764** and accordingly, all the cheques/demand drafts etc. towards the Purchase Price shall be drawn by the Purchaser/s in favour of and payable to the credit of "**SAMUDRA DARSHAN GRUHPRAVESH LLP ESCROW ACCOUNT**". The said Flat shall remain mortgaged to ECLFL till deposit of Purchase Price in full in the aforesaid account by the Purchaser/s.

4 DEFAULT OR FAILURE IN PAYMENT OF PURCHASE PRICE:

Notwithstanding anything contained in this Agreement, it is specifically agreed that:

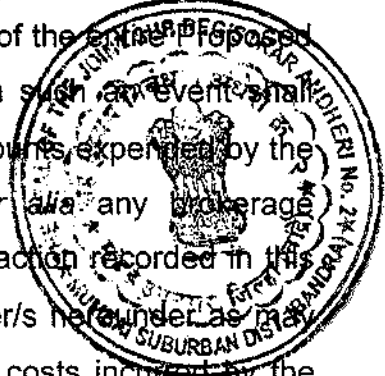
Time for making the payments of the installments of the Purchase Price as mentioned in Annexure 'K' is strictly of the essence of this Agreement and any delay by the Purchaser/s in making the said payment/s shall forthwith render this Agreement terminable at the sole and exclusive option of the Developer without any further act and/or reference and/or recourse to the Purchaser/s; and thus (a) in the event of the Developer so terminating this Agreement or (b) in the event of

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the Purchaser/s requesting the Developer to terminate this Agreement for any reasons whatsoever and howsoever arising, the Developer shall be entitled to forfeit 5% (Five Percent) of the amount of the total Purchase Price as receivable by the Developer from the Purchaser/s hereunder; and thereupon the Developer shall also be free and entitled in its own right to deal with the said Flat and the Developer's rights therein, in any manner as the Developer in its sole discretion deem fit and proper, without any reference, recourse and/or payment whatsoever to the Purchaser/s and without the requirement of any orders of declaration of termination from any Courts and without the requirement of execution or registration of any document or deed of cancellation.

4.2 A termination letter issued by the Developer to the Purchaser/s regarding such termination shall effectively terminate this Agreement and thereupon the Purchaser/s shall have no right, title, interest, share, claim or demand in to or upon the said Premises and/or any part thereof and/or otherwise against the Developer in any manner whatsoever and howsoever arising. The refund pursuant to the termination as provided in this Clause [4] shall be made (without any interest thereon) within 3 (three) months of the sale by the Developer of the said Flat to a third party or completion of the construction of the ~~entire Proposed~~ Buildings, whichever is earlier. The amount of refund in such an event shall further be after deduction of any taxes paid and other amounts expended by the Developer pursuant to this Agreement (including *inter alia* any brokerage charges paid by the Developer in pursuance of the transaction recorded in this Agreement) and other amounts payable by the Purchaser/s hereunder as shall be payable up to the date of termination as well as the costs incurred by the Developer in finding a new willing acquirer/transferee who may acquire the said Flat (including brokerage charges as may be incurred by the Developer in that behalf).



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4.3 The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim or demand of any nature whatsoever and howsoever arising against the Developer/its transferee/s/allottee/s/nominee/s and/or otherwise in to upon the said Premises in such an event of termination **PROVIDED HOWEVER THAT** the Developer shall not exercise the aforesaid right of termination as provided under this Clause [4] unless and until a notice of 15 (Fifteen) days demanding payment of the due installment of the Purchase Price is given to the Purchaser/s and even thereafter, the Purchaser/s fail to make payment of the relevant installment **PROVIDED FURTHER** that strictly without prejudice to the aforesaid, the Developer, in its sole and absolute discretion may (without being obliged to do

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so), instead of treating this Agreement void as aforesaid, permit the Purchaser/s to pay the said installments of the Purchase Price after their respective due dates but after charging interest at the Agreed Interest Rate on such outstanding amounts (from the date such amount/s has/have become due to be paid by the Purchaser/s till the date of actual payment thereof).

- 4.4 In the event of any delayed payment being received by the Developer from the Purchaser/s, the Developer shall, notwithstanding any instructions to the contrary by the Purchaser/s accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Purchaser/s in respect of the delayed payment and thereafter towards the principal amount of the delayed payment.

5 DISCLOSURE AS REGARDS TITLE:

- 5.1 The Developer has disclosed to the Purchaser/s that the said Society is the lessee of the Society Land and has acquired title to the Society Land from MHADA on leasehold basis by virtue of the said Lease Deed in the manner recited above and that though the MHADA has permitted the Society to undertake the redevelopment of the Larger Land, the Lease Deed/s in respect of the remainder of the Larger Land (other than the Society Land) is/are not yet executed between MHADA and the Society. The Purchaser/s is/are further aware that the Developer is appointed as a developer by the said Society in respect of the redevelopment of the Larger Land under and in accordance with the terms and conditions of the Agreements as recited above.

- 5.2 The Developer has also informed the Purchaser/s that the project of construction of the Proposed Buildings on the Larger Land has been mortgaged by the Developer, in favour of ECLFL & CTL and the transaction hereby contemplated is subject to the terms of the conditional no objection (NoC) issued by ECLFL and CTL. All the amounts towards the Purchase Price shall be deposited by the Purchaser/s in the manner as more particularly set out in Clause [3.7] hereof.

- 5.3 The Purchaser/s has/have conducted a detailed legal due diligence with regard to the title of the Society to the Society Land and the entitlement of the Society to the Larger Land and the Developer's entitlement to undertake the redevelopment of the Larger Land and has completely understood the nature of the title of the Society to the Larger Land and the Developer's entitlement to undertake the redevelopment of the said Larger Land by construction of the Proposed Buildings thereon and the entitlement of the Developer to enter into this Agreement; and the Purchaser/s is/are completely satisfied with the same

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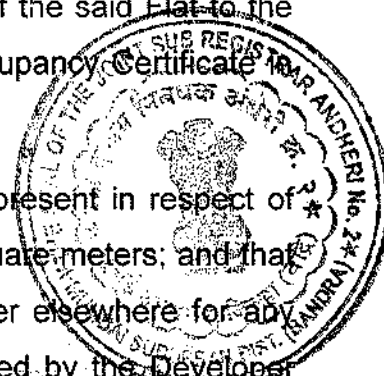
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and shall hereafter not raise any further objections/requisitions with regard thereto.

- 5.4 The Developer has informed to the Purchaser/s and the Purchaser/s is/are aware that, as per the latest plans approved by the MCGM on 30th October 2017, the plans for construction of the First, Second, Third and Fourth Proposed Buildings are presently approved till 3 Basements + Ground + 6 floors, 3 Basements + Ground + 5 floors, 3 Basements + Ground + 6 (pt) floors and 3 Basements + Ground + 6 floors respectively. The Developer shall from time to time be making further applications to the requisite statutory authority/ies for approval of plans for the additional floors above the top of the above mentioned floors. The Purchaser/s is/are aware that the plans in respect of the said Flat are not yet approved and has/have agreed to purchase the said Flat with complete knowledge of the same and being satisfied with the same.

6 DEVELOPER TO COMPLY WITH APPROVALS AND STATUTORY CONDITIONS:

- 6.1 The Developer hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and that the Developer shall before handing over possession of the said Flat to the Purchaser/s, obtain from the MHADA, the Occupation/Occupancy Certificate in respect of the said Flat.
- 6.2 The Developer hereby declares that the FSI available at present in respect of the Project on the Larger Land is approximately 33,815 square meters; and that no part of the said FSI has been utilized by the Developer elsewhere for any purpose whatsoever. In case the said FSI has been utilized by the Developer elsewhere, then the Developer shall furnish to the Purchaser/s all the detailed particulars in respect of such utilization of the said FSI by it. The said FSI as available at present, may increase or decrease hereafter, for various reasons, including *inter alia* as set out in the Recitals of this Agreement. The Developer has already informed the Purchaser/s that the FSI is already permitted to be further increased by MHADA *inter alia* in terms of the Offer Letters. Nothing contained in this Clause shall be construed or deemed to be a restriction on the ability of the Developer to exploit the full construction and development potential of the Larger Land as recited above.



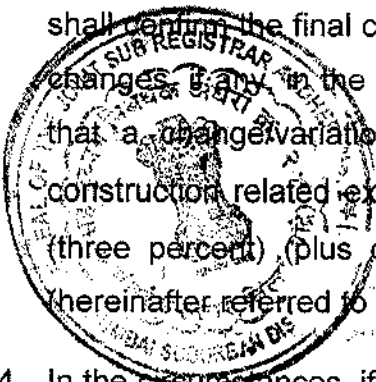
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7 DESIGN SUBJECT TO AMENDMENTS AND CHANGES:

- 7.1 The design of the said Flat is subject to amendments and changes as may be stipulated by the MCGM, MHADA, Government, local authority and as per the requirements of the Developer from time to time.
- 7.2 The Purchaser/s hereby further agree/s and covenant/s with the Developer to render full co-operation to the Developer and to sign and execute all papers and documents, in favour of the Developer or otherwise as may be necessary for the purpose of enabling the Developer to construct the Proposed Buildings, in accordance with the said approvals or such other plans, with such additions and alterations, as the Developer may in its sole and absolute discretion deem fit and proper and/or for the purpose of applying for and/or obtaining the approval or sanction of the MCGM or MHADA or any other appropriate authorities in that behalf as well as for the approval or sanction relating thereto. The Purchaser/s hereby further agree/s and give/s his/her/their specific irrevocable consent to the Developer to carry out such amendments, alterations, modifications or variations in constructing the said Flat and the Proposed Buildings on the Larger Land and/or to the layout plan and/or to the building plans (whether or not envisaged and/or proposed to be constructed at present), provided that the aggregate area/size of the said Flat agreed to be acquired by the Purchaser/s is not in any manner reduced, beyond the Agreed Variation Limits, as set out in Clause [7.3] hereof.
- 7.3 Before the Purchaser/s is/are put in possession of the said Flat, the Developer shall confirm the final carpet area of the said Flat by furnishing the details of the changes, if any, in the carpet area thereof. The Parties agree and acknowledge that a change/variation (either due to planning constraints or due to any construction related exigencies) in such carpet area of the said Flat up to 3% (three percent) (plus or minus) is acceptable to each of the Parties hereto (hereinafter referred to as "**the Agreed Variation Limits**").
- 7.4 In the circumstances, if the carpet area of the said Flat is at a variation (increase or a decrease) from what is agreed under this Agreement (but within the Agreed Variation Limits) then neither Party shall have any claim against the other for such variation and the Purchaser/s shall not seek a discount or rebate or reduction of the Purchase Price or any other amounts on account of decrease in the carpet area of the said Flat within the Agreed Variation Limits.



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8 DESCRIPTION OF COMMON AND INTERNAL AMENITIES:

It is expressly agreed that the Proposed Buildings shall contain the common amenities and facilities as set out in Part A of Annexure 'L' hereto and the said Flat shall contain specifications, fixtures, fittings, and amenities as set out in Part B of Annexure 'L' hereto (hereinafter referred to as the "said Amenities and Facilities") and the Purchaser/s confirm/s that the Developer shall not be liable to provide any other additional specifications fixtures, fittings and amenities in the said Flat. It is specifically agreed between the Parties hereto that the Developer shall have the right to change/alter/substitute the said Amenities and Facilities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Developer. If any change as aforesaid becomes necessary, the Developer shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Developer to offer possession of the said Flat on the specified date. The Developer shall however try to ensure that such substitutes and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible and subject to availability. The Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the Purchase Price on account of such change/substitution.

9 PURCHASER/S' SATISFACTION ON TITLE:

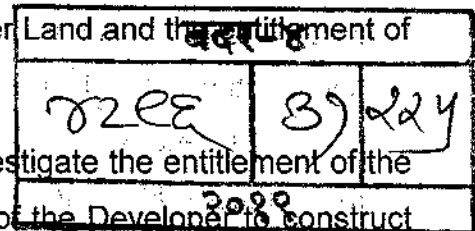
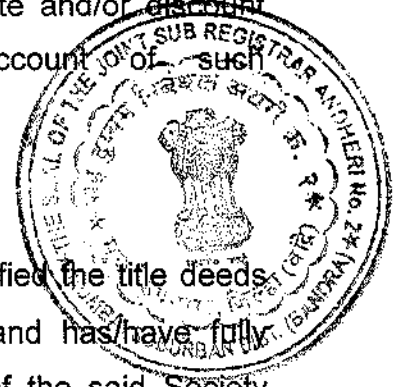
9.1 The Purchaser/s has/have independently inspected and verified the title deeds and all papers and documents as hereinabove recited; and has/have fully satisfied himself/herself/themselves about the entitlement of the said Society and the Developer in respect of the Larger Land, the termination by the Society of Shubh's appointment as the previous developer, the entitlement of the Developer to undertake redevelopment of the Larger Land and the entitlement of the Developer to enter into this Agreement.

9.2 The Purchaser/s shall not be entitled to further investigate the entitlement of the Society to the Larger Land and/or the entitlement of the Developer to construct the Proposed Buildings thereon and to enter into this Agreement and/or be entitled to make any requisition or raise any objection with regard to any other matters relating thereto.

9.3 The Purchaser/s has/have also taken inspection of the MHADA Offer Letters, MHADA NOCs, orders and approved plans, loD, amended approved plans and CC issued by the MCGM and MHADA and the undertakings given by the Developer/Society to the MHADA and the MCGM; and other concerned

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authorities, and other relevant documents and papers including the municipal assessment bills, city survey records and other documents mentioned in the RERA, the RERA Rules, the MOFA and the MOFA Rules and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after inspecting and understanding the aforesaid documents and papers.

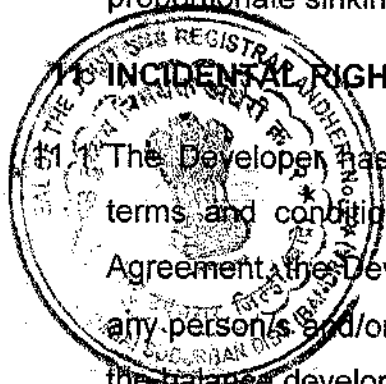
10 PURCHASER/S TO BECOME MEMBER/S OF THE SAID SOCIETY:

10.1 Pursuant to receipt of the full Occupation/Occupancy Certificate in relation to the Proposed Buildings and after all the premises in the Proposed Buildings are agreed to be sold by the Developer under duly registered documents on the broad lines of this Agreement and subject to receipt of the entire Purchase Price hereunder agreed to be paid by the Purchaser/s to the Developer as provided in Annexure 'K' hereto and further subject to payment by the Purchaser/s of all other amounts hereunder agreed to be paid by the Purchaser/s to the Developer, the Developer shall make the requisite application to the said Society for inducting the Purchaser/s as member/s in the said Society in accordance with the provisions of the Development Agreement.

10.2 The Purchaser/s hereby agree/s to become the member/s of the said Society by paying the admission fee of Rs. 100/- (Rupees One Hundred Only) and an amount of Rs. 500/- (Rupees Five Hundred Only) or such other amount as may be demanded by the Society towards the share money for 5 (five) fully paid up Shares of the said Society and also by paying the amounts towards proportionate sinking fund/corpus fund to the said Society.

INCIDENTAL RIGHTS OF THE DEVELOPER:

The Developer has further informed the Purchaser/s that subject only to the terms and conditions of the Development Agreement and the Supplemental Agreement, the Developer retains the right to sell, transfer, assign in favour of any persons and/or deal with (a) future rights in respect of the Larger Land; (b) the balance development potential/rights in respect of the Larger Land (i.e. after having utilized the FSI available for the construction of the Proposed Buildings and as per the plans already submitted and/or to be submitted by the Developer from time to time and as per the proposed total scheme of development); (c) various rights that may accrue to and over the Larger Land in the future including additional development potential as recited above; and (d) the rights for advertising, signage and hoarding for advertising in the compound, common areas and facade of the Larger Land and Proposed Buildings (the rights referred to in above are hereinafter collectively referred to as "the Incidental Rights").



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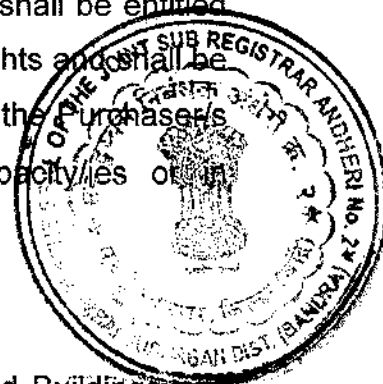
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11.2 The Incidental Rights include without limitation, the right of use of the Larger Land as a receiving plot and/or to consume or fully exploit by utilizing TDR and/or DRC which the Developer and/or its nominee/s may be entitled to, from time to time, at the Developer's sole and absolute discretion. The Developer is also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights, by way of sale, assignment, lease, transfer, mortgage and/or in any other manner whatsoever, as it may, in its absolute discretion think fit and proper from time to time and at its entire discretion and convenience, the Developer transfers such rights to any person/s.

11.3 The Purchaser/s expressly consent/s and agree/s that the Purchaser/s shall not claim any rebate or reduction in the Purchase Price in respect of the said Flat and/or any other benefit/right from the Developer and/or such persons, now and/or in future as a result of any future development that may be undertaken either by the Developer and/or its nominee/s and/or person/s.

11.4 The Purchaser/s further agree/s and acknowledge/s that the Developer shall be solely and exclusively be entitled to use and exploit all common areas and the compound of the Proposed Buildings, the façade of the Proposed Buildings and the terrace on the top of the Proposed Buildings for advertising purposes and any other appropriate location as Developer may deem fit and shall be entitled to create such third party rights in respect of such advertising rights and shall be entitled to the entire consideration receivable in that behalf and the Purchaser/s shall not object thereto either in his/her/their personal capacity/ies or in his/her/their capacity/ies as the member/s of the said Society.



12 NO OBJECTION TO DEVELOPMENT/CONSTRUCTION:

12.1 As aforesaid, the Developer shall be constructing the Proposed Buildings and additional structures/wings/floors therein as stated above on the Larger Land and the Purchaser/s is/are not entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter;

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12.2 It is further agreed that save and except the aforesaid terrace over the top most habitable floors in each of the Proposed Buildings (which may be of an area lesser than the area of the plinth of the respective building), the Developer is entitled to sell the terrace/s or pocket terrace/s or extended balcony/ies, which may be abutting the respective premises for the exclusive use of the purchaser/s/holder/s of such premises (whether or not the same are approved as common areas). Further, the Developer may at its sole and absolute discretion, grant license for exclusive use or maintenance in respect of the

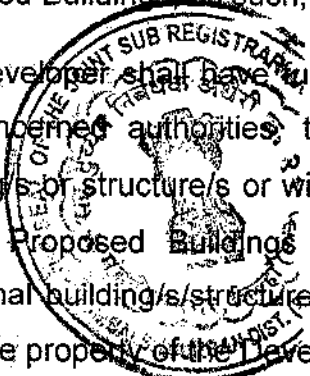
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terraces to the purchaser/occupant of the premises that is abutting (next to) the terrace. The terrace/s, if so permitted to be used by the Developer, shall not be enclosed by the respective purchaser/occupant/holder without the permission in writing obtained from all concerned authorities and the Developer. The Purchaser/s hereby give his/her/their no-objection to such rights being retained by the Developer in respect of such terrace/s (and the right to allot the same as aforesaid) and the Purchaser/s shall not object thereto and/or claim any such terraces and/or any part thereof as common areas and/or have/make any other claim in respect of such terraces against the Developer and/or its nominee/s/allottee/s /transferee/s/ licensee/s.

12.3 As recited above, it is reasonably expected by the Developer that the FSI for consumption on the Larger Land shall be increased (including by virtue of proposed amendments to the DCR), from the FSI that is presently approved under per the existing building approvals and from what is presently approvable in accordance with the existing provisions of the DCR; (including *inter alia* by virtue of the re-enactment of the applicable DCR as per the draft Development Plan 2034, which is already published; and thereby the Developer will on availability of such additional FSI, be able to construct further floors as a part of the Proposed Buildings in addition to the presently approved floors as recited above. The Purchaser/s confirm/s that the Purchaser/s has/have no objection and shall not raise any objection to the Developer putting up additional construction on the Larger Land by increasing the number of floors in the Proposed Buildings, as such, or in any other manner whatsoever.

12.4 The Developer shall have full power and absolute authority, if so permitted by the concerned authorities, to make additions to and/or construct additional building/s or structure/s or wing/s on the Larger Land and/or additional storey/s in the Proposed Buildings including *inter alia* as recited above; and such additional building/s/structure/s/wing/s/storey/s shall be the sole, exclusive and absolute property of the Developer. The Developer shall be entitled to dispose of such additional building/s/structure/s/wing/s/storey/s in such manner as the Developer may deem fit and proper in its sole and absolute discretion. The Developer shall be entitled to amend/alter/modify the layout plan of the Larger Land as also construct additional building/s/structure/s/wing/s/storey/s on the Larger Land or any portion or portions thereof and the Developer shall be entitled to dispose of the premises in such additional building/s/structure/s/wing/s/storey/s as the Developer may deem fit proper in its sole and absolute discretion. The Purchaser/s is/are not entitled to object thereto and shall not object thereto and this Clause [12.4] shall always operate as the



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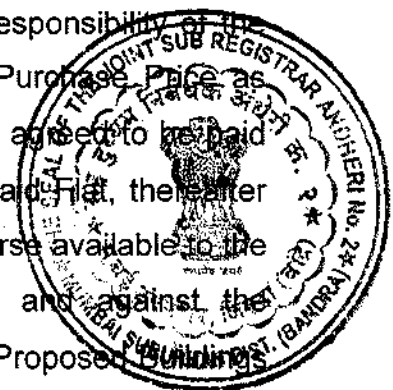
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Purchaser/s

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Developer

Purchaser's/Purchasers' irrevocable, absolute and unconditional no objection in that behalf. This Clause [12.4] shall operate as and shall be deemed to be the consent of the Purchaser/s in accordance with provisions of RERA, RERA Rules, MOFA and MOFA Rules and in particular Section 14 of RERA and sections 7 and 7A of MOFA.

13 ENTITLEMENT OF THE PURCHASER/S TO RAISE LOAN:

The Purchaser/s is/are, at his/her/their sole risk, liability and responsibility, free to raise a loan from any financial institution or bank, for acquiring the said Flat by offering the rights of the Purchaser/s hereby created, as a security. However, such loan should be strictly personal to the Purchaser/s and the right of the Developer to receive the balance Purchase Price and other sums as hereunder provided from the Purchaser/s, shall override the rights of the financial institution/bank/organization/employer in respect of the loan so availed of by the Purchaser/s. No sum of such loan will be disbursed to the Purchaser/s till the entire amount of Purchase Price (as per Annexure 'K' hereto) is received by the Developer and till the Developer has received all other amounts hereunder receivable by the Developer from the Purchaser/s. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser/s. Once the Purchaser/s has/have paid the full Purchase Price as payable under this Agreement and other amounts hereunder agreed to be paid by the Purchaser/s and has/have taken possession of the said Flat, thereafter due to non-payment of the loan by the Purchaser/s, the recourse available to the financial institution would be only against the said Flat and against the Purchaser/s personally and not against the Larger Land, the Proposed Buildings or any one of them or any of the other premises in the Proposed Buildings, and not against any other assets/rights of the Developer or the said Society.



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14 COMMON AREAS:

It is expressly agreed that the Purchaser/s along with the other occupants of premises in the Proposed Buildings shall be proportionately entitled to use, occupy and enjoy the common areas and facilities in the Proposed Buildings and the nature, extent and description of such common areas and facilities which the Purchaser/s will proportionately enjoy in the common areas and facilities is set out in **Part A** (limited common areas) and **Part B** (common areas) of the **Second Schedule** hereunder written. The Purchaser/s shall not claim use or entitlement to use any areas in the Proposed Buildings on the ground that the same are approved as common areas in the plans; and the only common areas that the Purchaser/s is/are expecting to use/enjoy and claim to be entitled to

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use/enjoy are as set out in the **Second Schedule**, subject to what is set out therein.

15 RIGHT OF THE PURCHASER/S RESTRICTED TO THE SAID FLAT ONLY:

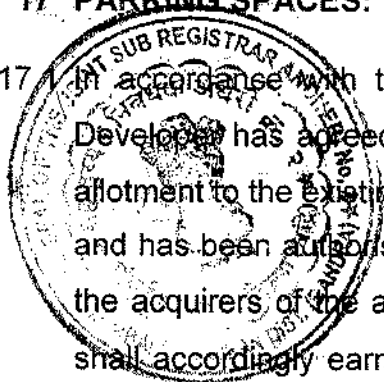
It is clarified that the right of the Purchaser/s is restricted to the said Flat agreed to be sold to him/her/them by the Developer as described in **Annexure 'J1'** and as per the floor plan annexed hereto as **Annexure 'J'** and use and enjoyment of common areas and utilities in common as aforesaid and the Purchaser/s shall not be entitled to claim any right to any open space or passage, staircase, open parking space, stilt parking spaces, basement parking spaces or any other area in to or upon the Larger Land and/or the Proposed Buildings or any other space surrounding the Proposed Buildings or any of them in any manner whatsoever, as the same belongs to and are the sole, exclusive and absolute property of the Developer.

16 NO CHANGE OF USER:

It is expressly agreed, by and between the Developer and the Purchaser/s that the said Flat is agreed to be sold to the Purchaser/s for use as a residential flat only and it shall be utilized by the Purchaser/s for the purpose for which it is sold to the Purchaser/s and for no other purpose or purposes whatsoever and howsoever arising. The Purchaser/s agree/s not to change the user of the said Flat, without prior written consent in writing of the Developer and the concerned authorities.

17 PARKING SPACES:

17 In accordance with the provisions of the said Development Agreement, the Developer has agreed to provide certain car parking spaces to the Society for allotment to the existing members of the Society; and the Developer is entitled to and has been authorised by the Society allot the balance car parking spaces to the acquirers of the area available with the Developer for sale. The Developer shall accordingly earmark parking spaces (open, or on the parking floors or in the stilt or basement) of the Proposed Buildings for exclusive use thereof by certain acquirers of the premises in the Proposed Buildings depending on availability as the Developer has been authorised to do so by the Society under the Development Agreement. It is clarified that the Developer is not accepting any consideration/purchase price/amounts from any acquirer/s of the premises (which the Developer is entitled to sell as recited hereinabove) for allotment/earmarking of such parking spaces.



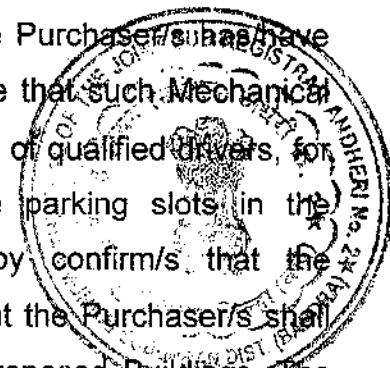
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Developer

17.2 The Society has, in the Development Agreement, already confirmed the allotment of the additional parking spaces by the Developer in favour of the acquirers of the free sale area in the Proposed Buildings that is available to the Developer under the Development Agreement. The Purchaser/s agree that the Developer shall be entitled to do such earmarking at its discretion and the Purchaser/s hereby accept/s the decisions taken by the Developer in relation to such earmarking of car parking spaces.

17.3 Notwithstanding what is stated in Clauses [17.1] and [17.2] above, the Purchaser/s acknowledge/s and understand/s that due to paucity of physical spaces and requirement of a larger number of car parking spaces, a majority of the car parking spaces that will be provided by the Developer in the Proposed Buildings, maybe in the form of an automated mechanical pit or tower parking system or multi-level stack parking systems or any other form of automated or mechanical parking wherein, there may be or may not be any specific identified spot/place which may be earmarked for a particular occupant of premises in the Proposed Buildings and which shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as "**the Mechanical Parking**"). The Purchaser/s is/are aware that such Mechanical Parking involves or may involve operation of an automated machine for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Purchaser/s acknowledge/s that the Purchaser/s has/have no objection to the same. The Purchaser/s is/are aware that such Mechanical Parking may also require a valet system by appointment of qualified drivers, for ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system. The Purchaser/s hereby confirm/s that the Purchaser/s has/have no objection to the same and that the Purchaser/s shall not park his/her/their car/s at any other place in the Proposed Buildings. The Purchaser/s hereby agree/s and undertake/s that the Purchaser/s shall bear the costs and expenses of the maintenance of such Mechanical Parking system or also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking system. The Purchaser/s shall not refuse to bear such costs and/or expenses on the ground of non-utilization of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising.



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18 DATE OF POSSESSION OF THE SAID FLAT:

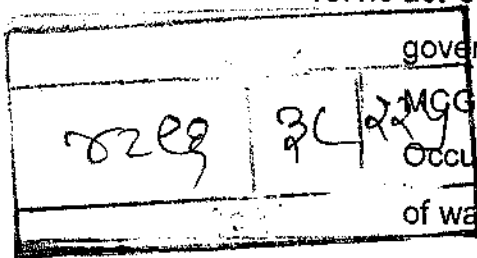
18.1 The Developer agrees to offer to hand over possession of the said Flat to the Purchaser/s in the Proposed Buildings on or before 31st December 2022, or within a period 7 (Seven) days from the date of obtaining

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Occupation/Occupancy Certificate in respect of the said Flat, whichever is later, subject to:

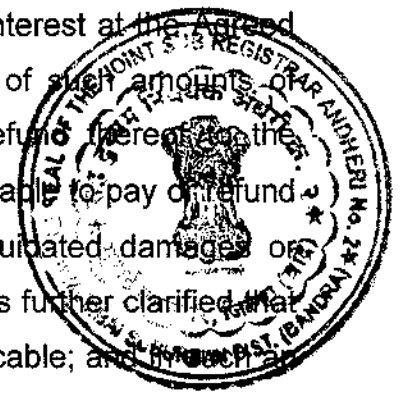
- 18.1.1 easy availability of cement, steel and other building materials; and
- 18.1.2 any conditions beyond the reasonable control of the Developer, including acts of God like earthquake, perils of the sea or air, fire, flood, or any drought, explosion, sabotage etc.; and
- 18.1.3 any riots, bandhs, strikes and/or labour unrest and in consequence whereof and the construction on the Larger Land could be adversely affected; and
- 18.1.4 any geological, subsurface ground conditions as a result of which construction, development on the Larger Land and construction on and development of the Larger Land is delayed or no longer financially or technically viable; and
- 18.1.5 any disruptions, challenges and placement of legal and traditional impediments by third parties notwithstanding the granting of any and all approvals by the concerned authorities which delays or materially adversely affects the implementation of the construction activities on the Larger Land; and
- 18.1.6 any reasons like war, civil commotion, acts of criminals or of public enemy, insurrection, blockade, embargo terrorism, etc. in consequence whereof the construction activities on the Larger Land could be adversely affected; and
- 18.1.7 any embargo, notice, order, rule or notification of the Government or any other public body or authority or of the Court and/or any Act or Ordinance in consequence whereof construction activities on the Larger Land could be adversely affected;
- 18.1.8 any change in byelaws, policy and regulations of statutory authorities; and
- 18.1.9 act of enemy, riots, civil commotion, or war or any court order or government notification, circular or order or subject to delay by the MCGM and MHADA for approval of plans, grant of Occupation/Occupancy Certificate, or subject to delay in the grant of water, sewerage, electric, cable connection or any other service or any other cause, beyond the control of the Developer.



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18.2 The date of delivery of possession of the said Flat is subject to certain terms as more particularly specified in the preceding Clause [18.1] and even after extension of the date of possession as stated in the preceding Clause [18.1], the Developer is unable to or fails to offer possession of the said Flat or license to enter the said Flat to the Purchaser/s, then and in such an event, the Purchaser/s shall at its own discretion be entitled either (i) to continue with the arrangement as recorded this Agreement and receive a compensation in the form of liquidated damages from the Developer to be calculated on a monthly basis at the Agreed Interest Rate on the amount of Purchase Price that is till then paid by the Purchaser/s to the Developer and received by the Developer, from the extended date of delivery of possession (extended due to any of the factors set out in Clause [18.1] hereof) till the date of offer of possession by the Developer to the Purchaser/s; or in the alternative (ii) to give notice to the Developer, thereby terminating this Agreement, in which event, the Developer shall refund to the Purchaser/s the amount of Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts, that may have been paid by the Purchaser/s) till then received by the Developer from the Purchaser/s hereunder together with interest at the Agreed Interest Rate from the date of receipt by the Developer of such amounts of Purchase Price from the Purchaser/s till the date of refund hereof to the Purchaser/s. It is clarified that the Developer shall not be liable to pay or refund to the Purchaser/s any additional amount/s either as liquidated damages or costs, charges, expenses the event of such termination. It is further clarified that in the event if the provisions of this Clause [18.2] are applicable; and in such event, if the Purchaser/s once exercise/s the option to continue with this Agreement (and not to terminate it), then the Purchaser/s shall not be subsequently be entitled to exercise the alternative option to terminate this Agreement, regardless of the further period of delay in the delivery of possession of the said Flat.



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18.3 The refund to be made by the Developer to the Purchaser/s pursuant to clause [18.2] (if applicable) shall be made by the Developer to the Purchaser/s within a period of 30 (thirty) days from the date when the Purchaser/s terminate/s this Agreement/s as per Clause [18.2] hereof. In case of termination by the Purchaser/s as provided in Clause [18.2], upon the aforesaid payment/s being made by the Developer to the Purchaser/s, neither Party shall have any claim against the other either in respect of the said Premises or otherwise arising out of this Agreement and the Developer shall be at liberty to sell and dispose of the said Premises and/or create third party rights therein in favour of any other

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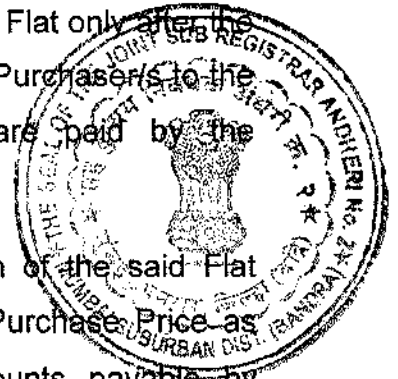
Proposed Building in which the said Flat is situated, then, wherever possible such defects or unauthorized changes shall be rectified by the Developer at its own cost; and in case if it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Developer, reasonable compensation for such defect or change, based on the estimates provided by any Architect appointed/nominated by the Developer.

18.7 Before delivery of possession or grant of license to enter the said Flat to the Purchaser/s, the Purchaser/s shall inspect the said Flat (including the size thereof) and the Amenities provided in the said Flat; and thereafter the Purchaser/s will have no claim whatsoever and howsoever arising against the Developer with regard to any shortfall in size or the construction of the said Flat or the provision of the Amenities and Facilities.

18.8 The Purchaser/s shall be entitled to the possession of the said Flat only after the full Purchase Price as per Annexure 'K' hereto is paid by the Purchaser/s to the Developer; and the other sums mentioned hereunder are paid by the Purchaser/s to the Developer.

18.9 The Developer shall not put the Purchaser/s in possession of the said Flat unless and until the Purchaser/s has/have paid the entire Purchase Price as provided by Annexure 'K' hereto and all the other amounts payable by him/her/them hereunder and/or otherwise in respect of the said Flat to the Developer, as specified herein and upon the Developer having received the Completion Certificate or Occupancy/Occupation Certificate or part occupancy or part occupation certificate in respect of the said Flat.

18.10 Upon completion of construction of the Proposed Building, the Developer may at its discretion, permit the Purchaser/s to enter upon the said Flat, limited for the purpose of carrying out fit out works of non-structural nature like installation of fixture and furniture in the said Flat at the entire risks and costs of the Purchaser/s. The Purchaser/s acknowledge/s that the Developer shall not be obliged to permit the Purchaser/s to enter upon the said Flat under any circumstances and the same shall be entirely at the discretion of the Developer. The Purchaser/s further acknowledge/s that at such stage the Occupation/Occupancy Certificate or part occupation/occupancy certificate in respect of the said Flat may not have been issued by the concerned authorities at such stage the said Flat may not be capable of being occupied by the Purchaser/s. The Purchaser/s agree/s and undertake/s that in the event if the Purchaser/s is/are so permitted to enter upon the said Flat to carry out the said fit out works as contemplated in this Clause [18.10], the Purchaser/s shall not



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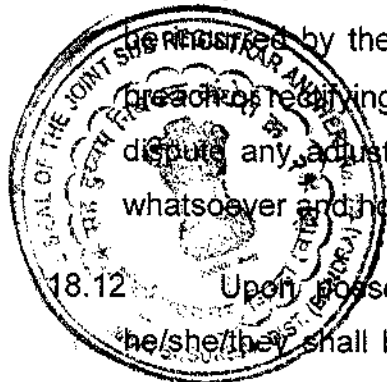
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occupy the same or commence any use thereof for any reasons whatsoever and howsoever arising. The Purchaser/s further agree/s and undertake/s that in the event if the Purchaser/s is/are so permitted to enter upon the said Flat to carry out the said fit out works as contemplated in this Clause [18.10] then in such an event, the Purchaser/s shall be solely and exclusively responsible and liable to ensure that the workmen, labourers, agents and other representatives of the Purchaser/s so entering upon the said Flat shall comply with and adhere to all health and safety guidelines, rules and regulations as may be prescribed by the Developer from time to time. The Purchaser/s acknowledge/s that Developer shall not be liable and/or responsible for untoward incident that may occur by virtue of the Purchaser/s being permitted to carry out the fit out works or to enter upon the said Flat as contemplated in this Clause [18.10].

18.11 The Purchaser/s also agreed and undertake that prior to commencing any fit out or interior works in the said Flat, the Purchaser/s shall for the due adherence and performance with the terms and conditions of the Fit Out Manual (as may be drawn up by the Developer containing the guidelines for carrying out the fit-out works in the premises in the Proposed Buildings), keep deposited with the Developer a sum of Rs. 2,00,000/- (Rupees Two Lakhs Only) as a security deposit and which amount shall be refunded by the Developer to the Purchaser/s on completion of the fit out works. In the event if the Purchaser/s commit/s any breach/es of the terms and conditions of the Fit Out Manual or cause/s any damage or nuisance to the Proposed Buildings or any common areas therein or in any adjoining the said Flat, then and in any such event, the Developer shall be entitled to adjust or deduct any expenses incurred or likely to be incurred by the Developer from such security deposit for setting right such breach or rectifying such damage or nuisance caused. The Purchaser/s shall not dispute any adjustment or deduction from the security deposit on any ground whatsoever and howsoever arising.

18.12 Upon possession of the said Flat being offered to the Purchaser/s, he/she/they shall be entitled to the use and occupy the said Flat for the user specified herein only and for no other purpose whatsoever. Upon the Purchaser/s taking possession of the said Flat or license to enter the said Flat he/she/they shall have no claim against the Developer in respect of any item of work in the said Flat, which may be alleged not to have been carried out or completed.

It is further clarified that at the time of offer of possession of the said Flat, certain facilities/amenities proposed to be provided in the Proposed Buildings, murals, sculptures, fountains, lobby furniture, etc. may not be ready or other



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common amenities in the New Building or the compound may not be completed and the Purchaser/s shall not delay accepting possession of the said Flat or delay making any payments to the Developer on the ground that such facilities/amenities are not operational and/or that certain work in respect thereof is pending to be completed. It is further clarified that it may take up to 2 (Two) years for the Developer to provide additional facilities and complete all amenities in the Proposed Buildings and complete the Proposed Buildings after obtaining the part occupancy certificate (if so obtained by the Developer) in respect of the said Flat and the Purchaser/s hereby confirm/s that the Purchaser/s has/have no objection to the same and shall not cause any hindrances or obstructions in the course of the Developer carrying out such work on the Larger Land or in the Proposed Buildings.

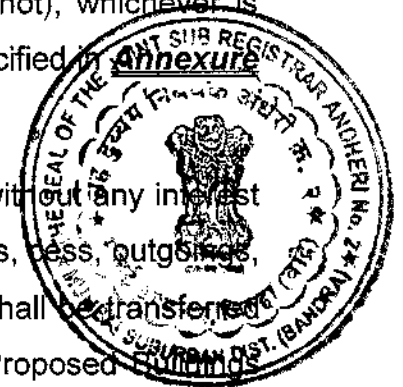
19 REIMBURSEMENT OF EXPENSES AND MAINTENANCE CHARGES:

19.1 Over and above the amounts of the Purchase Price, as set out in Annexure 'K' hereto and other amounts agreed to be paid by the Purchaser/s to the Developer as set out hereinabove, the Purchaser/s shall before taking possession of the said Flat or within a maximum period of 7 (seven) days from the date of offer of delivery of possession of the said Flat (whether or not the Purchaser/s has/have taken possession of the said Flat or not), whichever is earlier pay to the Developer the following the amounts as specified in Annexure 'M' hereto.

19.2 The amount mentioned in Clause 6 of Annexure 'M' hereto, without any interest and after deduction therefrom of all arrears of taxes, premiums, cess, outgoings, maintenance charges and expenses, etc. incurred till then, shall be transferred by the Developer to the Society upon management of the Proposed Building being handed over to the Society. Save and except, for the amounts as mentioned in Clause 6 of Annexure 'M' hereto, the Developer shall not be liable to maintain and/or render individual accounts to the Purchaser/s in respect of any other items mentioned in this Agreement.

19.3 The maintenance charges to be borne by the Purchaser/s as aforesaid would include *inter alia* the following:

19.3.1 The expenses of maintenance, repairing, redecorating, etc., of the main structures and in particular the gutters and rain water pipes of the Proposed Buildings, water pipes and electric wires in under or upon the Proposed Buildings used by the premises/ premises holder/s in common with the other occupiers of premises and the main entrances, passages, landings, layout access roads, lift and



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staircase of the Proposed Buildings and other common areas and amenities as enjoyed by the premises purchasers in common as aforesaid and the boundary walls of the Proposed Buildings, compounds etc.

19.3.2 The cost of cleaning and lightning the passage, water pump, lifts, landings, staircases, common lights and other parts of the Proposed Buildings used by the premises purchasers in common as aforesaid.

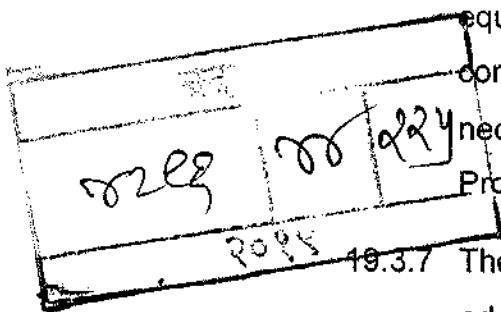
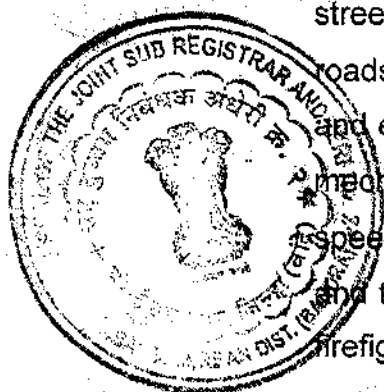
19.3.3 The cost of the salaries of certain workers like clerks, accountant, liftmen, chowkidar, pump man, sweepers, drivers, house-keeping charges, etc., and the proportionate salary of certain part time workers like engineers, supervisors etc. their traveling expenses, welfare expenses like tea, coffee etc., the bonus to be given to them etc.

19.3.4 The cost of working and maintenance of common lights, water pump, lifts, common sanitary units and other services charges.

19.3.5 Premium for insurance of the Proposed Buildings (if and when taken).

19.3.6 The maintenance charges, cost, expenses and amounts required for maintenance and operation of various common equipment that may be installed in the Proposed Buildings including inter alia street lights, sewer line, storm water drain, water lines, internal roads, garden, civil, Mechanical Parking system, other mechanical and electrical system/s installed for reuse of the waste water, civil, mechanical and electrical system for rain water harvesting, high speed lifts, submersible pumps installed in tank for municipal water and tank for storage of tanker/bore well water, pumps installed for firefighting, tank for municipal water, overhead tank and other water tanks by whatever name called, firefighting system, common electric system (which may be installed for the lights, pumps, equipment, lifts, security system etc.), common plumbing system, common security system and such other expenses as are necessary or incidental for the maintenance and upkeep of the Proposed Buildings.

19.3.7 The above maintenance charges are only provisional and any additional expenses should be reimbursed by the Purchaser/s to



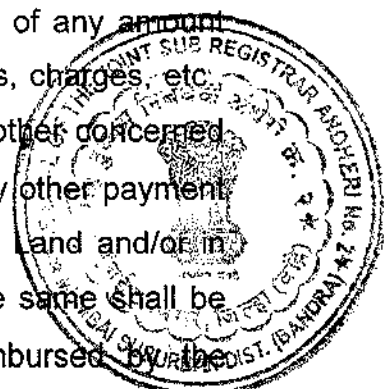
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the Developer. The above provisional maintenance also does not include property and municipal tax (which shall be payable in addition to the aforesaid amounts by the Purchaser/s).

19.4 The Purchaser/s is/are aware that after the possession of the said Flat is offered to the Purchaser/s and after he /she/they is/are admitted as member/s of the said Society, it may take at least 18 (Eighteen) to 24 (Twenty Four) months for the Developer/Society to work out and inform each of the premises occupants in the Proposed Buildings about the exact breakup of the maintenance charges payable by him/her/them. Therefore, during such a period, the Developer/Society is likely to draw up ad-hoc bills towards maintenance. The Purchaser/s agree/s that he/she/they shall not raise any objection for payment of such ad-hoc bills and would allow the said Society a time period of 18 (Eighteen) to 24 (Twenty Four) months, or more from the date of he/she/they is/are admitted as member/s of the Society, to enable the Developer/Society to work out the exact details of the maintenance charges payable by him/her/them.

19.5 Over and above the Purchase Price and other amounts payable by the Purchaser/s, the Purchaser/s hereby agree/s that in that event of any amount becoming payable by way of levy of premium, taxes, cess, fees, charges, etc. after the date of this Agreement to MCGM or MHADA or any other concerned local authority or to the State Government or in the event of any other payment for a similar nature becoming payable in respect of the Larger Land and/or in respect of the various premises to be constructed thereon, the same shall be paid by the Developer, however, the same would be reimbursed by the Purchaser/s to the Developer in proportion of the area of the said Flat to the total area of all the new premises being developed on the Larger Land.



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20 TAXES:

20.1 The Purchaser/s is/are aware that the amount of Purchase Price ~~₹ 2032~~ out in Annexure 'K' hereto, is exclusive of the all the taxes applicable to transactions for the sale of constructed premises as levied by the State and Central Government through their respective Finance Acts, and various clarifications/notifications and regulations including *inter alia* Goods and Services Tax (hereinafter collectively referred to as "the Indirect Taxes").

20.2 It is hereby agreed between the Parties and it is clarified that at the time of execution of this Agreement for Sale, that there is a liability for payment of the Indirect Taxes (specifically the Goods and Services Tax) on the transactions as contemplated under this Agreement for the sale of the said Flat by the Developer to the Purchaser/s. The Purchaser/s agree/s and undertake/s that the

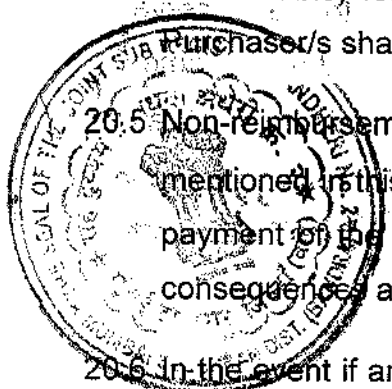
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same is payable by the Purchaser/s and that the Developer is not liable to bear and/or pay the same. Therefore, the Purchaser/s hereby irrevocably agree/s and undertake/s to pay the applicable amounts for the Indirect Taxes to the Developer or the concerned authorities (if so directed by the Developer) within a period of 7 (seven) days from the date of the Developer calling upon the Purchaser/s to do so, without any delay or demur or without claiming to be entitled to any rebates or set offs or credits.

20.3 It is hereby further agreed that in addition to the said Indirect Taxes, in the event of any additional amount/s becoming payable now or in the future by way of any levy, premium, taxes, cess, fees, charges, sales tax, value-added tax, service tax, goods and services tax or any other tax, levy, charges, etc. by whatever name called (whether applicable at the time of execution of the this Agreement and/or any time hereafter) to any authority or to the State Government or to the Central Government (save and except the Income Tax on the income of Developer), arising out of or in connection with transaction contemplated hereby, the Purchaser/s shall be solely liable to bear and pay the same and the Developer shall not be liable for the same.

20.4 In the event if the applicable legislation permits an option to the Developer to opt for a particular type of computation for the purposes of applicability of the Indirect Taxes, then and in such an event, the Developer shall be free and entitled to opt for any permissible computation or avail of any scheme (as may be available) for the purposes of computation of such Indirect Taxes and the Purchaser/s shall not object to the same.



20.5 Non-reimbursement/Non-payment of the said Indirect Taxes and other amounts mentioned in this Clause [20] by the Purchaser/s shall be deemed to mean non-payment of the amount towards the Purchase Price to the Developer and the consequences as mentioned in Clause [4] hereof shall apply.

20.6 In the event if any rebate or credit or set off is available to the Developer of any amounts paid by the Developer or the Purchaser/s against the payment of the Indirect Taxes, then and in such an event, the Developer shall, solely and exclusively be entitled to such credits or rebates. The Developer may in its sole and absolute discretion claim or not claim such set off or credit or rebate and the Developer shall not be liable to pass on the benefit thereof to the Purchaser/s.

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Therefore, the Purchaser/s hereby irrevocably agree/s and undertake/s to pay the amounts for the said Indirect Taxes to the Developer or the concerned authorities within a period of 7 (seven) days from the date of the Developer calling upon the Purchaser/s to do so, without any delay or demur or without

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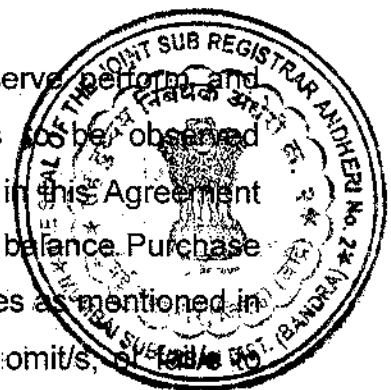
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claiming to be entitled to any rebates or set offs or credits.

20.7 It is further agreed by and between the Parties that that the Purchaser/s have negotiated the Purchase Price (as set out in Annexure 'K' hereto) with the Developer having regards to the set-off/tax credit that may be available or be hereafter made available to the Developer and after taking into consideration that such tax set-off or tax credit (by whatever name called) is or shall be available to the Developer. Thus, in the event if that such tax set-off or tax credit (by whatever name called) is or shall be available to the Developer with regard to any of the Indirect Taxes, then the Developer shall solely be entitled to claim the same and be solely entitled to the benefit of such tax set-off or tax credit and it is agreed and clarified that the Purchase Price and the installments thereof as mentioned in this Agreement are arrived at after taking into account and considering that the Developer shall be entitled to claim and be solely entitled to the benefit of such tax set-off or tax credit. The Purchaser/s shall under no circumstance/s not object to the Developer availing of such tax set-off or tax credit and the Purchaser/s shall not claim any amounts from the Developer in that behalf since the quantum of such estimated such tax set-off or tax credit is already factored in by the Parties at the time of agreeing upon the Purchase Price and the installments thereof as mentioned in this Agreement and the said quantum of Purchase Price is arrived at and finalized considering that the Developer shall be solely entitled to the benefit of such tax set-off or tax credit.

21 BREACHES:

The Purchaser/s agree/s and undertake/s to and shall observe, perform and comply with all the terms and conditions and covenants to be observed performed and complied with by the Purchaser/s as set out in this Agreement (save and except the obligation of the Purchaser/s to pay the balance Purchase Price and other sums as aforesaid, for which the consequences as mentioned in Clause [4] above would apply) if the Purchaser/s neglect/s, omit/s, or fails to observe and/or perform the said terms and conditions and covenants for any reason whatsoever then in such an event, the Developer shall be entitled after giving 1 (one) months' notice to remedy or rectify the default and in the event of the Purchaser/s failing to remedy or rectify the same within the said notice period, this Agreement shall be voidable at the option of the Developer and in the event of the Developer so treating this Agreement void, the consequences of termination as set out in Clause [4] hereof shall apply.



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22 ELEVATION OF THE PROPOSED BUILDING:

The Purchaser/s shall not alter, amend, modify etc., the elevation of the said Flat or the Proposed Buildings whether the side, front or rear nor shall the Purchaser/s alter, amend, modify the entrance lobby, staircase, lift, passage/s, terrace etc. of the Proposed Buildings and shall keep the above in the same form as the Developer constructs the same and shall not at any time alter the said elevation in any manner whatsoever without the prior consent or alter the attachments to the elevation of the Proposed Buildings, including fixing or changing or altering grills, Jaalis, windows, air conditioners, chajjas or any other elevational feature etc., The Purchaser/s further irrevocably agree/s to fix their air-conditioners, whether window or split only after the written permission of the Developer and at such places as may be earmarked by the Developer for the same. The Developer's decision in this regard would be final and binding on the Purchaser/s.

23 COVENANTS OF THE PURCHASER:

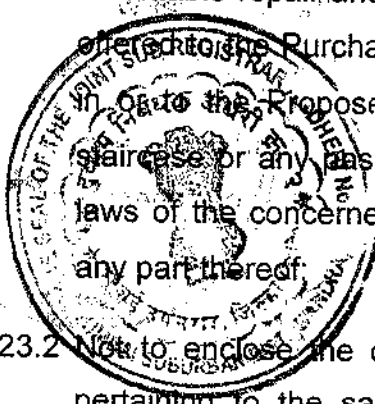
The Purchaser/s with an intention to bring all persons into whose hands the said Flat may come, doth/do hereby represent/s and assure/s to and undertake/s and covenant/s with the Developer as follows:

23.1 To maintain the said Flat at the Purchaser's/Purchasers' own cost in good and tenable repair and condition from the date the possession of the said Flat is ~~conferred on the~~ Purchaser/s and to not do anything or suffer anything to be done ~~in or to the Proposed Buildings and to the balconies, elevation- projections, staircase or any passage, which may be against the rules, regulations or bye-laws of the concerned local or any other authority nor to the said Flat itself or any part thereof.~~

23.2 Not to enclose the open balcony, flower bed, ducts or any other open area pertaining to the said Flat, whereby any FSI whatsoever is deemed to be consumed and without prejudice thereto not to do any act, deed, matter or thing, whereby any rights of the Developer/the said Society are in any manner whatsoever prejudiced/ adversely affected;

23.3 Not to carry out in or around the said Flat any alteration/changes of structural nature without the prior written approval of the Developer and the Structural Engineers and the RCC Consultants of the Proposed Buildings;

23.4 To ensure that no nuisance/annoyance/ inconvenience is caused to the other occupants of the Proposed Buildings by any act of the Purchaser/s;



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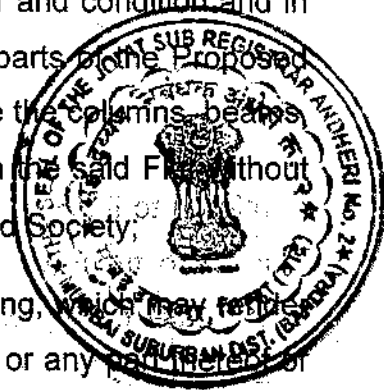
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Developer

23.5 Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature, save and except domestic gas for cooking purposes, or goods which are so heavy so as to damage the construction or structure of the Proposed Buildings or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried any heavy packages, showcases, cupboards on the upper floors which may damage or is likely to damage the staircase, common passage or any other structure of the Proposed Buildings. On account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be personally liable for the consequence of the breach and shall be liable to bear and pay the damages as may be determined by the Developer and the same shall be final and binding upon the Purchaser/s and the Purchaser/s shall not be entitled to question the same;

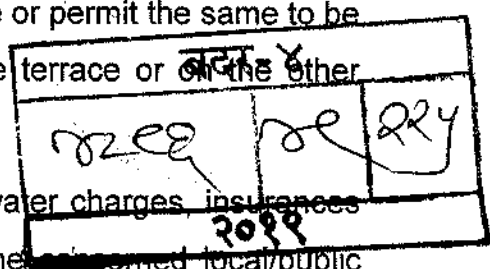
23.6 To carry out at his/her/their own cost all the internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s (usual wear and tear excepted);

23.7 Not to demolish the said Flat or any part thereof including inter alia the walls, windows, doors, etc., thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the Proposed Buildings and shall keep the portion, sewers, drains, pipes, in the said Flat and appurtenance/s thereto in good, tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the Proposed Buildings and shall not chisel or any other manner damage the columns, beams, walls, slabs or RCC parts or other structural members in the said Flat without the prior written permission of the Developer and/or the said Society;



23.8 Not to do or permit to be done any act, deed, matter or thing, which may render void or void able any insurance of the Proposed Buildings or any part thereof or whereby any increase premium shall become payable in respect of the insurance;

23.9 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or on the terrace or on the other premises or any portion of the Larger Land;



23.10 To bear and pay any increase in local taxes, water charges, insurances and such other levy/ if any which are imposed by the concerned local/public authority either on account of change of user or otherwise in respect of the said Flat by the Purchaser/s.

Anikita
Purchaser/s

SV
Developer

23.11 The Purchaser/s shall not be entitled to transfer, assign or part with the interest or any benefit of this Agreement, without the prior written permission of the Developer, until all the dues payable by the Purchaser/s to the Developer hereunder and/or otherwise are fully paid up;

23.12 The Purchaser/s shall abide by, observe and perform all the rules, regulations and bye-laws of the said Society as also the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Proposed Buildings and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the Government and other public bodies and not commit breach thereof and in the event of the Purchaser/s committing breach thereof and/or any act in contravention of the above provision, the Purchaser/s shall be personally responsible and liable for the consequences thereof to the said Society and/or the concerned authority and/or other public authority;

23.13 The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the said Society regarding the occupation and use of the said Flat and shall bear and pay and contribute regularly and punctually towards the taxes, expenses or other outgoings as may be required to be paid from time to time;

23.14 The Purchaser/s shall permit the Developer and its surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the Larger Land /Proposed Buildings/said Flat and/or any part thereof to view and examine the state and condition thereof, and to carry out the repair or replacements therein for a period of 5 (Five) years from the Purchaser/s being put in possession of the said Flat;

23.15 The Purchaser/s undertake/s not to enclose any passage/s, lobby or other common areas in the Proposed Buildings in any manner whatsoever;

23.16 The Developer shall provide to the Purchaser/s the water connection in respect to said Flat. The Developer shall not be held liable or responsible in any respects whatsoever if the concerned authorities are unable to provide the water supply to the said Flat;

23.17 The Purchaser/s is/are also aware that the Developer has paid to MCGM/MHADA the various premiums towards the staircase, lift lobby, passages, premium FSI, Fungible FSI etc. and shall not raise any objection with regard thereto;

Knikita
Purchaser/s

SD
Developer

23.18 The Purchaser/s is/are aware that the construction of the Proposed Buildings is approved with inadequate sizes of the rooms, shafts, chowks therein, that the height approved for construction of the habitable rooms in the Proposed Buildings is 2.85 mtrs; and the Purchaser/s shall not raise any objections with regard thereto and/or make any claims against the MCGM or MHADA or any other concerned authorities with regard thereto;

23.19 The Purchaser/s is/are aware that as per one of the conditions imposed by the MCGM and MHADA whilst sanctioning the plans for construction of the Proposed Buildings, the MCGM and MHADA have prescribed that the dry and wet garbage generated in the Proposed Buildings shall be kept separate and that the dry garbage and wet garbage shall be treated separately on the Larger Land by the occupants of the New Buildings (including the Purchaser/s herein); and the Purchaser/s shall comply with such condition and any further/other conditions as may be prescribed by the MCGM and MHADA with regard to garbage generated from the Proposed Buildings;

23.20 The Purchaser/s is/are aware of various concessions, approvals granted to the Developer at the time of construction of the Proposed Buildings including the condoning of open space deficiencies and the Purchaser/s undertake/s not to raise any objection in respect of the open space deficiency and shall also not raise any objection in respect to the construction and/or development activities carried on in the adjoining plots; and

23.21 The Purchaser/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Developer and that some of such conditions and obligations shall require compliance in continuity even after the completion and construction of the Proposed Buildings is completed and after the management of the Proposed Buildings is handed over to the Society and the Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations.



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24 INDEMNITY:

The Purchaser/s is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the Developer has agreed to and is executing this Agreement and Purchaser/s hereby agree/s to indemnify and keep indemnified the Developer absolutely and forever from and against all and any damage or loss that may be caused to the Developer including *inter alia* against and in respect of all actions, demands, suits, proceedings, penalties, impositions,

knikita
Purchaser/s

SV
Developer

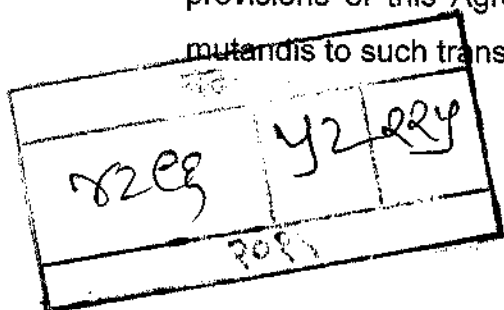
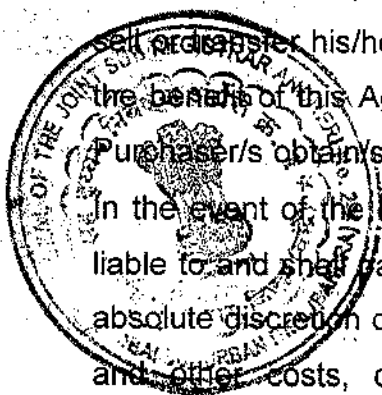
losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Developer, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Purchaser/s being untrue and/or as a result of the Developer entering in to this Agreement and/or any other present/future writings with the Purchaser/s and/or arising there from.

25 STAMP DUTY AND REGISTRATION:

At the time of execution of this Agreement the Purchaser/s shall pay the applicable amount of stamp duty and registration charges etc. and other out of pocket expenses, payable in respect of this Agreement and the Purchaser/s shall lodge this Agreement for registration with the concerned Sub-Registrar of Assurances within a period of 15 (fifteen) days from the execution hereof; and shall within a period of 30 (thirty) days from the date of execution hereof inform the Developer of the serial number, under which the same is lodged for registration by forwarding the photocopies of the receipt issued by the concerned Sub-Registrar; to enable the Developer and/or its authorized representative/s to visit the office of the Sub-Registrar of Assurances and to admit execution of this Agreement within the time prescribed for registration of documents under the Registration Act, 1908.

26 TRANSFER OF THE SAID FLAT:

If the Purchaser/s, before being put in possession of the said Flat, desire/s to sell or transfer his/her/their interest in the said Flat or wishes to transfer or give the benefit of this Agreement to person, the same shall be done only after the Purchaser/s obtain/s the prior written permission of the Developer in that behalf. In the event of the Developer granting such consent, the Purchaser/s shall be liable to and shall pay to the Developer such sums as the Developer may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same **PROVIDED HOWEVER** that such transferee/s/assignee/s of the Purchaser/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Purchaser/s to be observed, performed and complied with. All the provisions of this Agreement shall *ipso facto* and automatically apply *mutatis mutandis* to such transferee/s/assignee/s also.

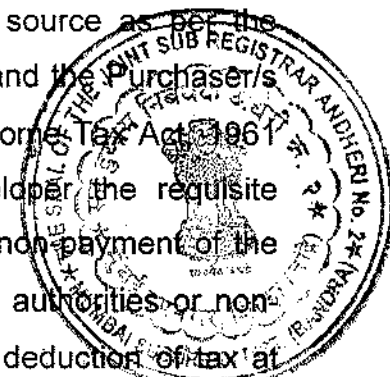


knikita
Purchaser/s

GN
Developer

27 MISCELLANEOUS:

- 27.1 **Co-operation:** The Purchaser/s shall, from time to time, sign and execute all applications, papers and documents, and do all the acts, deeds, matters and things as the Developer may require, for safe guarding the interest of the Developer to the Proposed Buildings and/or the premises therein.
- 27.2 **Notices:** All letters, circulars, receipts and/or notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served, if posted or dispatched to the Purchaser/s by Registered Post Acknowledgement Due ("RPAD") or mailed at the electronic mail (e-mail) address as provided by the Purchaser/s to the Developer or hand delivered at the address set out in Annexure 'A' hereto; and the same shall effectually and completely discharge the Developer.
- 27.3 **Income Tax PAN:** The Income Tax Permanent Account Number of the Purchaser/s is as set out in Annexure 'A' hereto; and the Income Tax Permanent Account Number of the Developer is **AAPFP5184M**.
- 27.4 **TDS:** all amounts towards the Purchase Price/consideration as payable by the Purchaser/s to the Developer in accordance with Annexure 'K' hereto, shall be made by the Purchaser/s, subject to deduction of tax at source as per the provisions of Section 194 IA of the Income Tax Act, 1961; and the Purchaser/s shall within the time prescribed by the provisions of the Income Tax Act, 1961 and the Rules framed there under, furnish to the Developer the requisite certificates of deduction of tax at source. It is clarified that non-payment of the amount of the deduction of tax at source to the concerned authorities or non-furnishing by the Purchaser/s of the requisite certificate of deduction of tax at source to the Developer shall be deemed to be a breach equivalent to non-payment of Purchase Price amount and shall accordingly attract the consequences as mentioned in Clause [4] hereof.
- 27.5 **Obligations:** all obligations of the Purchaser/s and covenants made by the Purchaser/s herein shall be deemed to be obligations and/or covenants, as the case may be, running with immoveable property and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Flat may come.
- 27.6 **Lien and Charge of the Developer:** Notwithstanding anything contained herein, the Developer shall, in respect of any amount remaining unpaid by Purchaser/s under the terms and conditions of this Agreement, have a first lien and charge on the said Flat agreed to be purchased by the Purchaser/s



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knikita
Purchaser/s

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Developer

hereunder.

27.7 Dispute Resolution:

27.7.1 To the extent that the Maharashtra Real Estate Regulatory Authority may have exclusive jurisdiction under the applicable provisions of RERA and under the RERA Rules, all disputes between the Parties shall be brought before and be adjudicated by the Maharashtra Real Estate Regulatory Authority.

27.7.2 Subject to what is provided in Clause [27.7.1], any dispute, controversy, claim or disagreement of any kind whatsoever between or among the Parties in connection with or arising out of this Agreement or the breach, termination or invalidity thereof shall be referred to and finally resolved by arbitration. The invoking of arbitration in case of a Dispute shall not affect the termination of this Agreement (if terminated in accordance with the provisions hereof). The seat of the arbitration shall be Mumbai, India and the arbitration proceedings shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory re-enactment thereof in force in India at the time such arbitration is commenced. The arbitration proceedings shall be conducted by a sole arbitrator to be mutually appointed by the Parties and failing such mutual agreement on the appointment, the sole arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

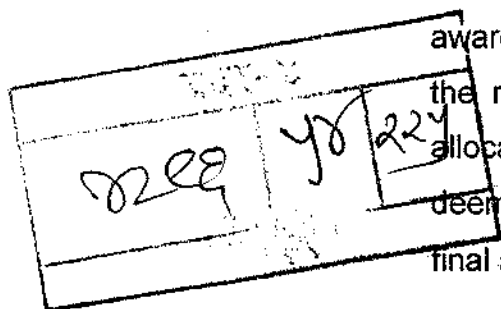
The language of the arbitration proceedings shall be English. The award rendered by the Tribunal shall be in writing and shall set out the reasons for the arbitral tribunal's decision. The award shall allocate or apportion the costs of the arbitration, as the Tribunal deems fair. The Parties agree that the arbitration award shall be final and binding on the Parties.

27.8 **Jurisdiction:** Subject to what is provided in Clause [27.7] above, the Courts in Mumbai shall have exclusive jurisdiction to try and entertain all disputes between the Parties hereto arising out of this Agreement or otherwise pertaining to the said Premises.

27.9 **No Demise or Grant or Assignment:** The Purchaser/s shall have no right, title, interest, share, claim demand of any nature whatsoever and howsoever arising in to upon the Larger Land and/or the Proposed Buildings and/or otherwise howsoever against the Developer, save and except in respect of the said Flat.

knikita
Purchaser/s

SDV
Developer

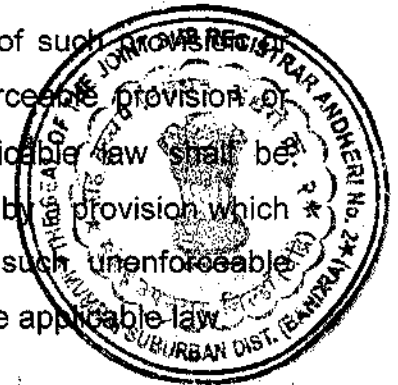


Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Larger Land and/or the Proposed Buildings and/or any part thereof.

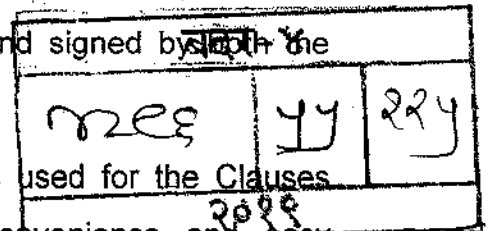
27.10 **No Waiver:** Any delay or indulgence shown by the Developer in enforcing the terms of agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice any rights of the Developer hereunder or in law.

27.11 **Name of the Proposed Buildings:** Unless otherwise decided by the Developer the name of the Proposed Buildings shall be **Platinum Life** and shall always have as its prefix the word "**Platinum**", being the brand name of the Developer. The Purchaser/s shall not either in his/her/their personal capacity/ies or in his/her/their capacity/ies as the member/s of the said Society seek to alter or modify the name of the Proposed Buildings, without the prior written consent of the Developer.

27.12 **Enforceability:** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement should be prohibited or rendered invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any unenforceable provision or provision which is ineffective or invalid under the applicable law shall be replaced and substituted by the Parties acting in good faith, by a provision which most nearly reflects the Parties' intent in entering into such unenforceable provision or provision which is ineffective or invalid under the applicable law.



27.13 **Entire Agreement:** The Parties hereto acknowledge, declare and confirm that this Agreement represents the entire and only agreement between themselves regarding the subject matter hereof and no modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties.



27.14 **Headings:** The headings, subheadings, titles, subtitles used for the Clauses under this Agreement are only for the sake of convenience and easy identification of the provisions and headings, subheadings, titles, subtitles to Clauses or paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and Annexures hereto and shall be ignored in construing and interpreting the same.

knikita
Purchaser/s

SV
Developer

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel land admeasuring 6431.65 and forming part of larger land bearing CTS No. 195 (pt) at D. N. Nagar, Village Andheri, Taluka Andheri, Mumbai Suburban District and bounded as follows:

- On or towards the North by : 12.20 mtrs wide Road
 On or towards the South by : 12.20 mtrs wide Road,
 On or towards the East by : Building No. 1 to 6
 On or towards the West by : Building No. 10

THE SECOND SCHEDULE ABOVE REFERRED TO

Common Areas and Facilities

PART A - LIMITED COMMON AREAS

- i. All the Purchaser/s of Flats on each floor will have a proportionate un-divided interest with their fellow neighbors on the same floor in respect of the flat entrance lobby and lift lobby at every floor adjacent to the respective flats;
- ii. Parking Spaces in accordance with the provisions of Clause [17] of this Agreement.

PART B - COMMON AREAS

The Purchaser/s will have a proportionate un-divided interest in the following along with acquirers/holders of the premises in the Proposed Buildings:

- iv. Entrance lobby on the Ground Floor,
- v. Society office room.
- v. Gymnasium as permissible by MCGM
- vi. Lifts provided in the Proposed Buildings.
- vii. Staircase of the Proposed Buildings including the floor landing and the mid-landing for the purpose of ingress and egress.

Terrace on the topmost floor of the Proposed Buildings



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Anikita
Purchaser/s

BN
Developer

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribe their respective hands on the day and year the first above written.

SIGNED SEALED AND DELIVERED)

By the within named "Developer")

SAMUDRA DARSHAN GRUHPRAVESH LLP,)

pursuant to a resolution passed at the meeting)

of the Partners of the Developer)

held on 23rd May, 2018)

By the hands of its Authorised Signatory)

Mr. SHRIVATSA VAKIL)

In the presence of two independent witnesses)



) For SAMUDRA DARSHAN GRUHPRAVESH LLP

Shri Vakil

Designated Partner

1. KANCHAN JHA *Kanchan Jha*)

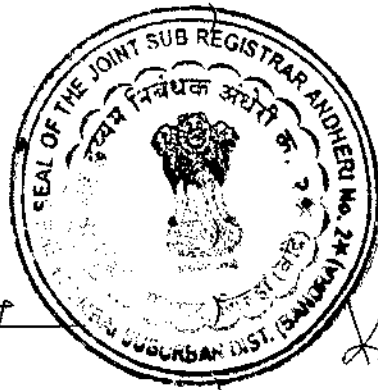


2. SANDEEP DHANAWADE *Sandeep*)

SIGNED AND DELIVERED

By the within named "Purchaser/s"

MRS. NIKITA KUMAWAT



Nikita

In the presence of two independent witnesses)

1. KANCHAN JHA *Kanchan Jha*)



2. SANDEEP DHANAWADE *Sandeep*)

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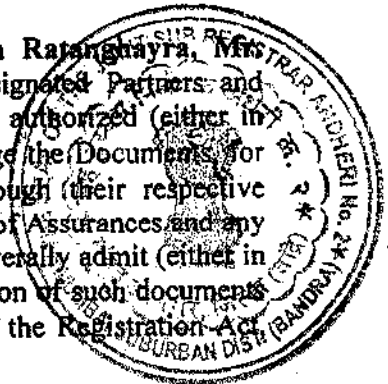
PRICELESS LIFESTYLE

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE PARTNERS OF SAMUDRA DARSHAN GRUHPRAVESH LLP AT THEIR MEETING HELD ON MAY 23, 2018 AT THE REGISTERED OFFICE OF THE LLP AT 1ST FLOOR , PREMSONS SHOPPING CENTRE, PREMSONS COMPOUND , OPP. JAIN TEMPLE , CAVES ROAD , JOGESHWARI-EAST, MUMBAI-400060 AT 1.00P.M.

“RESOLVED THATthe LLP do execute Agreements For Sale, Agreements with regards to Agreement for Allotment, Permanent Alternate Accommodation . Memorandum of Understanding, Allotment Letters, Letters of Intent and other incidental documents and writings (collectively “the Documents”) with various flat purchaser/s/transferee/s for creating third party rights in respect of the flats comprising the area that the LLP is entitled to sell/transfer in the building , namely “Platinum Life” being constructed by the LLP on the leasehold plot of Samudra Darshan Co-operative Housing Society Limited at plot of Building No.9,12,13,14,OB 3 and OB 4, C.T.S. No. 195 (pt) of Village Andheri, Taluka Andheri, Mumbai Suburban District at D.N. Nagar, Andheri (West), Mumbai-400 053.”

“FURTHER RESOLVED THAT Mr. Vishal Navinchandra Ratanghayra, Mr. Gurminder Singh Seera and Mr. Shrivatsa Vakil, the Designated Partners and Authorized Signatories of the LLP be and are hereby severally authorized by the partners to sign and execute on behalf of the LLP, all or any of such Documents.”

“FURTHER RESOLVED THAT Mr. Vishal Navinchandra Ratanghayra, Mr. Gurminder Singh Seera and Mr. Shrivatsa Vakil, the Designated Partners and Authorized Signatories of the LLP be and are hereby severally authorized (either in person or through their respective Constituted Attorneys) to lodge the Documents for registration and to severally attend (either in person or through their respective Constituted Attorneys) the office of the concerned Sub-Registrar of Assurances and any other officers empowered by law to register documents and to severally admit (either in person or through their respective Constituted Attorneys) execution of such documents and to have such documents registered as per the provisions of the Registration Act, 1908.”



Certified to be a True Copy – Dated this 23rd day of May, 2018.

FOR SAMUDRA DARSHAN GRUHPRAVESH LLP

DESIGNATED PARTNER



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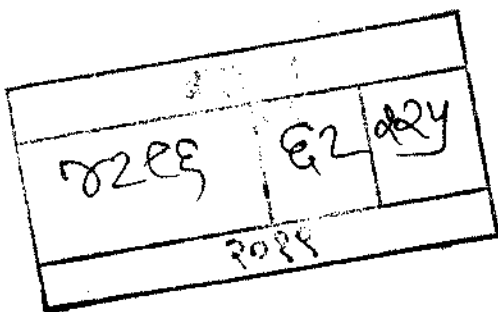


ANNEXURE 'A'

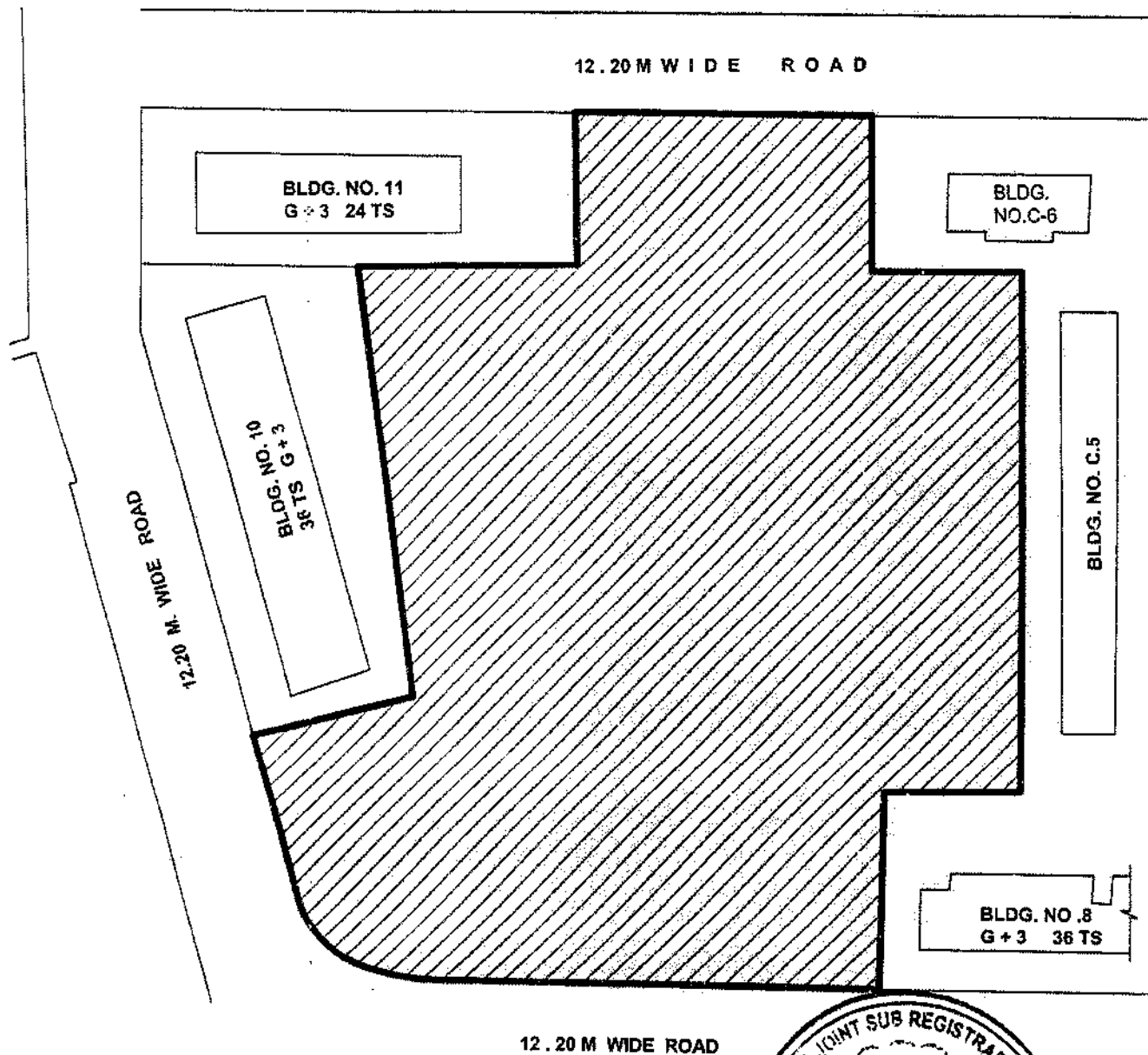
Particulars of the Purchaser/s

Sr. No.	Particulars	Details
1	Name of Purchaser/s	MRS. NIKITA KUMAWAT
2	Address of Purchaser/s	HOUSE NO. AH - 224, SCHEME NO.54, INDORE, VIJAY NAGAR, MADHYA PRADESH - 452010.
3	PAN No. of Purchaser/s	BNJPK8305F


Nikita



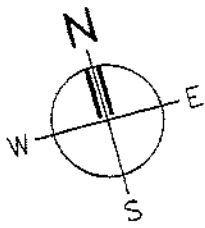
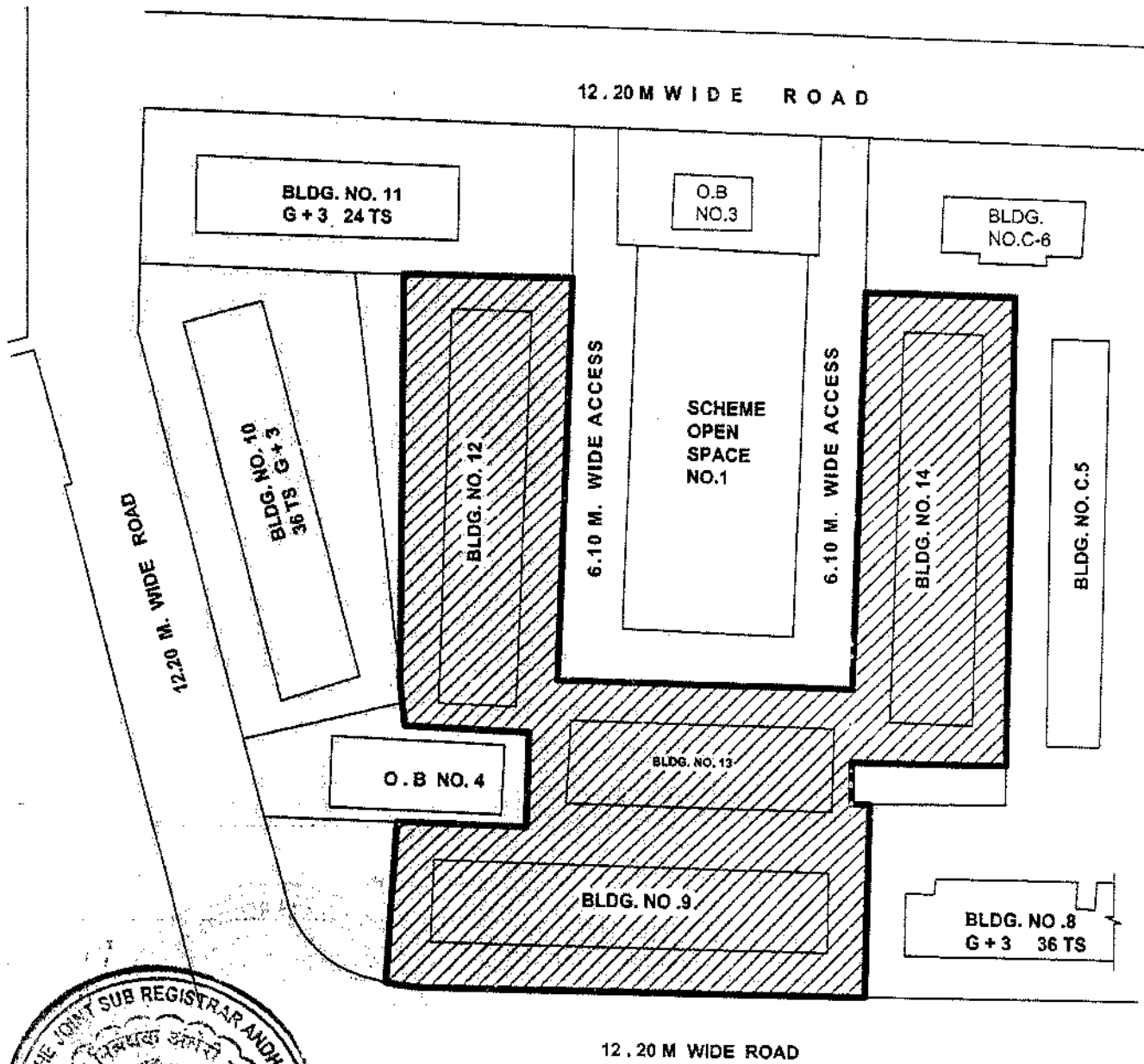
ANNEXURE - B



LEGEND -
 **LARGER LAND**

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ANNEXURE - B1

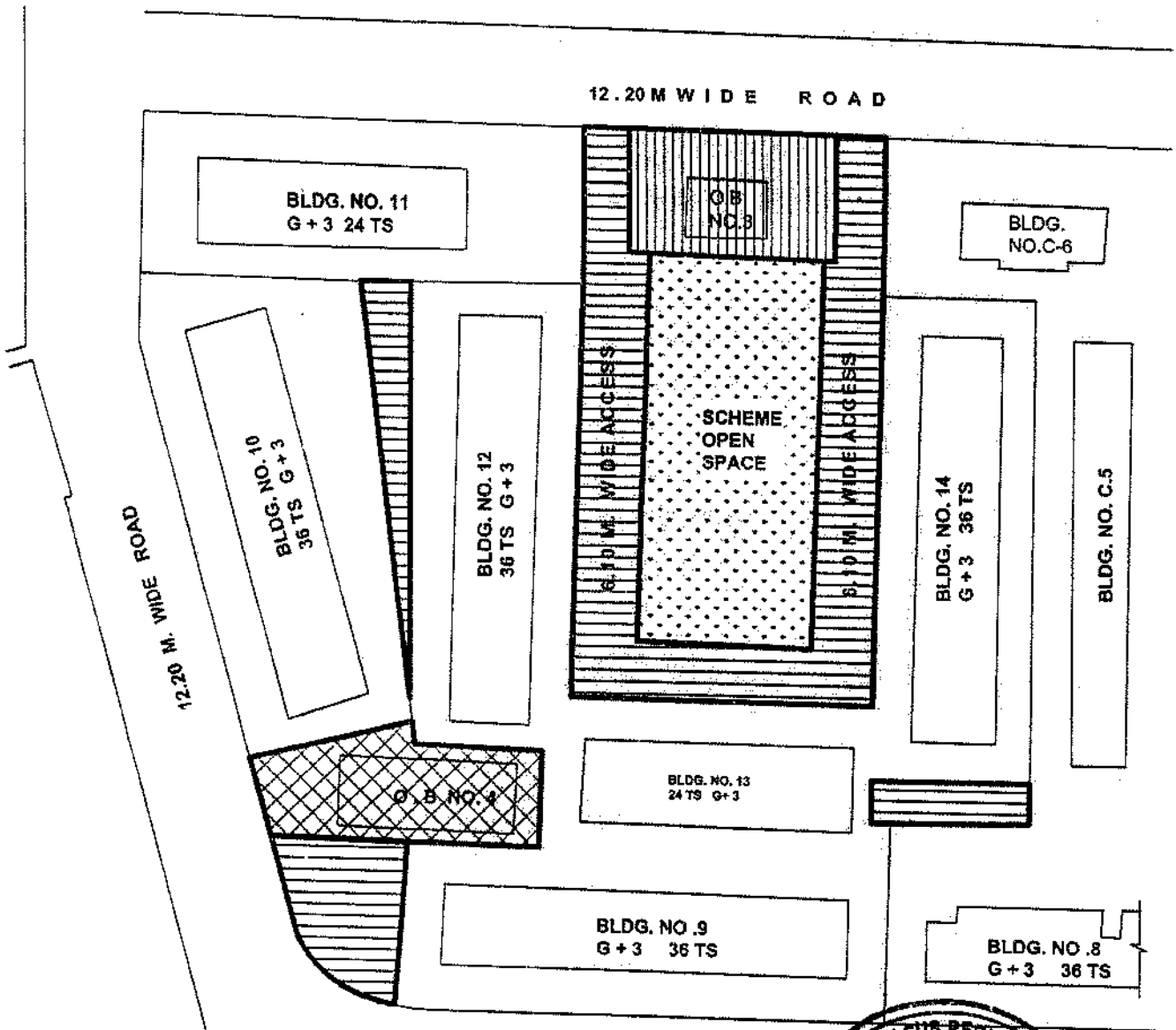


LEGEND -

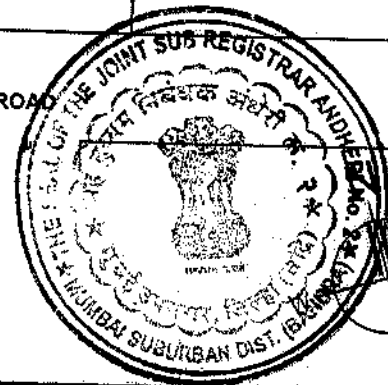
 **SOCIETY LAND**

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ANNEXURE - B2



12.20 M WIDE ROAD



LEGEND -

	ADDITIONAL LAND
	O.B.-3 LAND
	O.B.-4 LAND
	R.G. LAND

2028

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ANNEXURE - 'D'

मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ
(म्हाडाचा घटक)

MUMBAI HOUSING AND
AREA DEVELOPEMENT BOARD
(A MHADA UNIT)

म्हाडा
MHADA



No.CO/MB/REE/NOC/F-158/ 76 /2018
Date:- 12 JAN 2018

REVISED OFFER LETTER

To,
The Secretary,
Samudra Darshan Co-op Hsg. Soc. Ltd.,
Building No. 9, 12, 13, 14 & Office Building No. 3 & 4,
D.N. Nagar, Jaiprakash Road,
Andheri (W), Mumbai - 400 053.

Sub.:- Proposed Redevelopment of existing Building No. 9, 12, 13, 14 & Office Building No. 3 & 4 Known as **Samudra Darshan Co-Op. Housing Society Ltd.**, CTS No. 195(pt), S. No. 106, D.N. Nagar, Andheri (W) Mumbai - 400053 under DCR 33(5).

- Ref:-** 1) NOC vide no. CO/MB/ARCH/NOC/F-158/1138/2012 Dated 25/07/2012.
2) Offer Letter vide No. CO/MB/REE/NOC/ F-158/443/ 2017 dated 31/03/2017
2) Society's letter dated 21/11/2017 addressed to Hon. V.P./A
4) Hon'ble V.P. /A's approval Dt. 20/12/2017.

With reference to the above mentioned subject, it is to inform you that Hon'ble V.P./A has considered your request for change of use of area 1000.00 m2 from Residential to Commercial use and extension to offer letter dt. 31/03/2017 as per Authority resolution No. 6749 dt. 11/07/2017.

In this regard you are requested to make payment as mentioned below:

Table - 1-A

Sr. No.	Particular	Amount in Rs.
1	Scrutiny Fees/- Residential (Rs. 6,000/- x 6 Bldgs.)	36,000.00
2	Debris Removal (Rs. 6,600/- x 6 Bldgs.)	39,600.00
3	Revised Layout approval fees (Rs. 1000/- X 132 T/s Bldgs.) - (already paid Rs.66,000 for Rs.500-X 132T/s)	66,000.00

Page 1 of 9

गृहनिर्माण भवन, कलानगर, बान्द्रे (पूर्व), मुंबई - ४०० ०५१.
दूरध्वनी ६६४०५०००, २६५९२७७७, २६५९०६६०, ६६४०५३९८
फॅक्स नं. : ०२२-२६५९९५४४ / २६५९२०५८

Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai-400 051.
Phone : 66405000, 26592877, 26590660, 66405398
Fax No. : 022-26591544 / 26592058

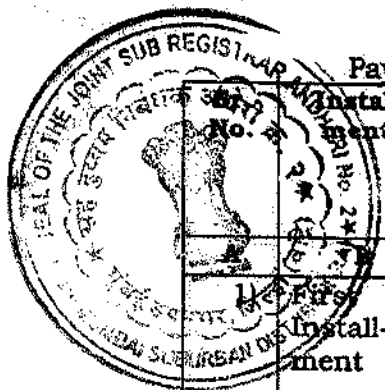
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4	Premium towards additional buildable area for Residential use of 11,556.60 sq.mtr. by charging Rs. 48,040/- @ 40% current Ready Reckoner Rate of 2017-18 (i.e. 40 % of Rs. 1,20,100/-) as per Govt. Notification in DCR 33(5) Dtd. 05/07/2017.	55,51,79,064.00
5	Premium towards permitting change of use from Residential to Commercial use of 1083.00 sq.mtr. by charging Rs. 24,020/- @ 20% current Ready Reckoner Rate of 2017-18 (i.e. 20 % of Rs. 1,20,100/-) as per MHADA Reso. No. 6260 Dtd. 04/06/2007 & MHADA Reso. No. 6397 Dtd. 05/05/2009 & A. R. No. 6422 Dtd. 07/08/2009.	2,60,13,660.00
6	Deduction of Off-site Infrastructure payable to MCGM as per Revised DCR 33(5) (Sr. No. 4+5 x 12.5%) (Rs. 58,11,92,724 X 12.5%)	(-)7,26,49,090.50
7	On site Infrastructure (11,556.60 m2 X Rs. 100/- per sq.ft. X 10.764)	1,24,39,524.24
8	Deposit Amount for Water Charges as per CE-II / A's Circular dated 02.06.2009	Already Paid
9	Total Amount (Sr. No. 1+2+3+4+5-6+7+8) Total Say Amount	52,11,24,757.74 52,11,24,758.00

As per Authority Resolution No. 6749 dt. 11/07/2017 payment of premium to be allowed in four installments is as under.

Table-2
Payment of Premium & Other Charges payable to MHADA.



Installments	Minimum Amount of Installments	Time Limit from the issue of Offer Letter for payment of Installment	Penalty Interest in case delay in payment	Remarks
	C	D	E	F
1st Installment	13,97,17,032.62	6 Months Within 6 months from the date of first offer letter issued		(Total Premium Amount of Rs. 58,11,92,724 - 12.5% MCGM offsite Infrastructure Charges) x 25 % + Scrutiny Fees Rs. 36,000 + Revised Layout Approval Fees Rs. 66,000 + Debris Removal Rs. 39,600 + On site infrastructure Charges Rs. 1,24,39,524.24

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2)	Second Installment	12,71,35,908.38 + Compound Interest @ 12% to be calculated from the date of first offer letter issued, up to date of payment (Calculated every three Months i.e. quarterly)	Within one year from the date of first offer letter issued		(Total Premium Amount of Rs, 58,11,92,724 - 12.5% MCGM offsite Infrastructure Charges) x 25 %
3)	Third Installment	12,71,35,908.38 + Compound Interest @ 12% to be calculated from the date of first offer letter issued, up to date of payment (Calculated every three Months i.e. quarterly)	Within two years from the date of first offer letter issued		(Total Premium Amount of Rs, 58,11,92,724 - 12.5% MCGM offsite Infrastructure Charges) x 25 %
4)	Fourth Installment	12,71,35,908.38 + Compound Interest @ 12% to be calculated from the date of first offer letter issued, up to date of payment (Calculated every three Months i.e. quarterly)	Within three years from the date of first offer letter issued		(Total Premium Amount of Rs, 58,11,92,724 - 12.5% MCGM offsite Infrastructure Charges) x 25 %

Table-3

Payment of Offsite Infrastructure Charges payable to MCGM

Sr. No.	Installments	Minimum Amount of Installments	Time Limit from the issue of Offer Letter for payment of Installment	Penalty Interest in case delay in payment	
A	B	C	D	E	F
1)	First Installment	1,81,62,272.63	6 Months Within 6 months from the date of first offer letter issued		(Total Premium Amount of Rs, 58,11,92,724 x 12.5% MCGM offsite Infrastructure Charges) x 25 %

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2)	Second Installment	1,81,62,272.63 + Compound Interest @ 12% to be calculated from the date of first offer letter issued, up to date of payment (Calculated every three Months i.e. quarterly)	Within one year from the date of first offer letter issued	(Total Premium Amount of Rs, 58,11,92,724 x 12.5% MCGM offsite Infrastructure Charges) x 25 %
3)	Third Installment	1,81,62,272.63 + Compound Interest @ 12% to be calculated from the date of first offer letter issued, up to date of payment (Calculated every three Months i.e. quarterly)	Within two years from the date of first offer letter issued	(Total Premium Amount of Rs, 58,11,92,724 x 12.5% MCGM offsite Infrastructure Charges) x 25 %
4)	Fourth Installment	1,81,62,272.63 + Compound Interest @ 12% to be calculated from the date of first offer letter issued, up to date of payment (Calculated every three Months i.e. quarterly)	Within three years from the date of first offer letter issued	(Total Premium Amount of Rs, 58,11,92,724 x 12.5% MCGM offsite Infrastructure Charges) x 25 %

1) As per the above Table no. 2 & 3, society will have to make payment of first installment to MHADA and MCGM upto 31/03/2018 and remaining three installments within stipulated time limit as per Table no. 2 & 3. If society fails to make payment as per above schedule then penalty/interest shall be charged as per A.R. no. 6749 dt. 11/07/2017.

2) All terms and conditions of the offer letter no. CO/MB/REE/NOC/ F-158/443/2017 dated 31/03/2017 applicable to the society will remain same.

3) It is binding to the society to follow the terms and conditions of the Authority resolution no. 6749 dt. 11/07/2017.

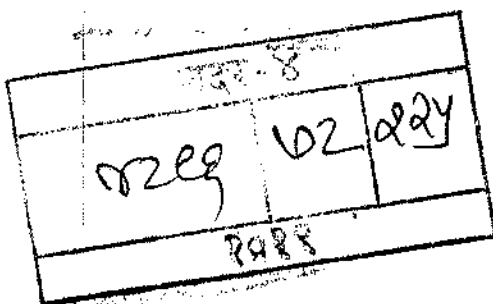
4) Your society will have to submit an undertaking on stamp paper of Rs. 250/- for agreeing all the terms and conditions mentioned in the Annexure-I, then only NDC will be issued to the subjective proposal.

5) The Society's Architect / Licensed Surveyor will have to verify the plot area and dimension as per site report given by Executive Engineer/Housing Bandra Division and submit report about confirmation.

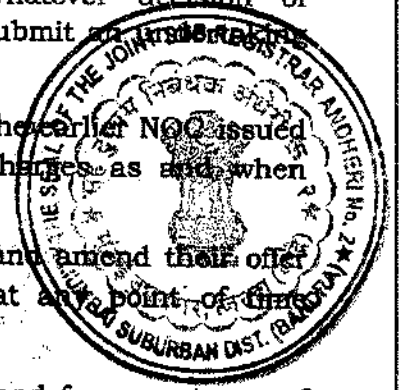
6) This allotment is subject to payment of Stamp duty if / as and when may be imposed by the Govt. of Maharashtra (Under the relevance provisions of Maharashtra Stamp Duty Act. The allottee will have to submit an Undertaking to this effect on Stamp paper worth Rs.100/-)



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- 7) M.C.G.M. has incurred expenditure for onsite infrastructure prior to modification in D.C.R. 33(5) & after modification in D.C.R. 33(5). The pro-rata premium shall be payable by the Applicant & the pro-rata premium of revised layout under D.C.R. 33(5) with shall also payable by Applicant as and when communicated, a notarized undertaking incorporating above shall be submitted in this office before final NOC.
- 8) The Pro-rata amount for approval of revised layout under DCR 33 (5) shall also be payable by society as and when communicated to you.
- 9) Your society will abide all terms and conditions as may be given under NOC letter.
- 10) Your society will have to submit No dues certificate from concerned Estate Manager before issue of NOC.
- 11) Allotment of the layout pro-rata B.U.A. / from Balance Layout F.S.I. in this case will not create any imbalance of F.S.I. / B.U.A. in the layout though the same is not approved as per FSI 3.00 as per D.C.R. 33(5) dated 08/10/2013 Government notification.
- 12) Your society will have to submit Property cards and CTS Plans as per approved sub-division Plot area before issue of NOC.
- 13) Your society will have to submit Xerox copy of minute book about resolution for redevelopment before NOC.
- 14) All conditions in lease deed are applicable to the society.
- 15) Your society will have to submit duly signed & registered development agreement before NOC.
- 16) The decision about charging of premium as per modified DCR 33(5) dt. 05/07/2017 is pending with Government. So whatever decision of Government will be binding to the society and shall submit on stamp paper of Rs. 250/-.
- 17) It is binding on society to pay any arrears if any for the earlier NOC issued more particularly onsite and offsite infrastructure charges as and when communicated by Mumbai Board.
- 18) MHADA reserve its right to withdraw, change, alter and amend their offer letter and conditions mentioned therein in future at any point of time without giving any reason to do so.
- 19) This offer letter is issued only for payment purpose and for acceptance of offsite infrastructure amount by MCGM and not for any other approvals.



Handwritten signature/initials

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20) The allotted additional Layout Balance F.S.I. will be reinstated after Layout approval.

21) It should be sole responsibility of society to obtain the approval of plans from MCGM and this allotment is made subject to approval of MCGM.

After approval of layout with 3.00 FSI from MCGM society will not be entitled to additional Pro-rata share of FSI. Society's Pro-rata share of FSI generated after approval of layout will be adjusted against balance layout F.S.I. allotted to society and shall submit an undertaking to that effect.


An amount of **Rs. 13,97,17,033/-** (In words- Rs. Thirteen Crores Ninety Seven Lakhs Seventeen Thousand Thirty Three Only) may be paid in the office of the Chief Accounts Officer/ Mumbai Board, Third Floor, Griha Nirman Bhavan, Bandra (E), Mumbai - 400051 by Demand Draft/ Pay Order **upto 31/03/2018** and produce certified Xerox copy of the receipt in this office.

Your society should pay offsite Infrastructure charges as per modified DCR 33 (5) Clause (5) An amount of **Rs. 1,81,62,273/-** (In words Rs. One Crores Eighty One Lakhs Sixty Two Thousand Two Hundred & Seventy Three Only) in the office of the Executive Engineer Building Proposal Department (WS), M.C.G.M. R.K. Patkar Marg, Bhaba Hospital Building, Bandra (W), Mumbai-400 050 **upto 31/03/2018** and produce certified Xerox copy of the receipt in this office.

On receipt of the same and compliance of the terms and conditions of the offer letter, the NOC for IOD for the additional buildable area of **14,556.60 m²** will be issued and NOC for Commencement Certificate (C.C) will be issued proportionate to payment of premium.

On receipt of the same the NOC will be processed under certain terms and condition, which may please, be noted.

Encl: Annexure-I
(Draft approved by C.O./M.B.)


For Chief Officer,
M. H. & A. D. Board,
Mumbai

12/03/18	10/03/18	12/03/18
2018		

Copy forwarded to Executive Engineer Building Proposal Department (WS), M.C.G.M., R.K. Patkar Marg, Bhaba Hospital Building, Bandra (W), Mumbai-400 050 You are requested to submit the report, payment made by the society of **Rs. 1,81,62,273/-** He is informed to deposit the said amount & not to grant any permission on said offer letter.

Copy to Architect : M/s. Space Moulders, 281/2229, Motilal Nagar No.1, Shreerang Sabele Marg, Goregaon (W) Mumbai - 400104 for information please.

Copy forwarded to information and necessary action in the matter to the: -

1. Deputy Chief Engineer -West / Mumbai Board for information please.
2. Executive Engineer, Housing Bandra Division / Mumbai Board
 - i) He is directed to take necessary action as per demarcation & as per prevailing policy of MHADA.
 - ii) He is directed to recover all the dues from the society concerned to Estate Department & intimate the same to this office.
 - iii) He is directed to recover any dues, land revenue, audit remarks concerned to Land Department if any pending with the society & intimate the same to this office.
3. Chief Accounts Officer/ Mumbai Board

He is directed to recover the amount of offer letter on time & furnish certified copy of the payment receipt to this office.
4. Architect Layout Cell / Mumbai Board for information.
5. Copy to Sr. Clerk for MIS record.

Bhambhani
**For Chief Officer,
M. H. & A. D. Board,**



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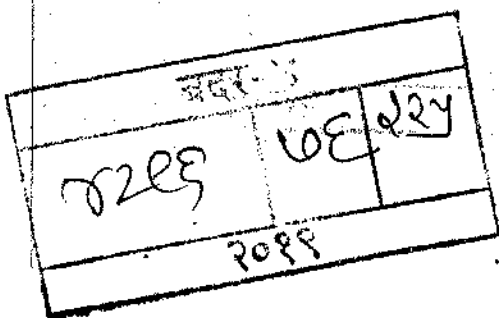
12 JAN 2018

Annexure-I

The Proposed Redevelopment of existing Building No. 9, 12, 13, 14 & Office Building No. 3 & 4 Known as **Samudra Darshan** Co-Op. Housing Society Ltd., CTS No. 195(pt), S. No. 106, D.N. Nagar, Andheri (W) Mumbai - 400053 under DCR 33(5) will be undertaken by the society as per following terms and conditions:-

TERMS AND CONDITIONS

1. All the terms and conditions mentioned in the lease agreement & conveyance is binding on the society.
2. The society will rectify lease agreement from concern MHADA department for additional area allotted by the MHADA before asking for consent letter for Occupation Certificate of MCGM.
3. The society will have to obtain separate P. R. card as per the approved additional area by the board duly signed by S. L. R. before asking for consent letter for Occupation Certificate of M.C.G.M.
4. This offer letter will not be misused for taking out any kind of permission from any departments.
5. The work of the proposed demolition & reconstruction of the new building will be undertaken by the society entirely at the risk and cost of the society and MHADA / MHADB will not be held responsible for any kind of damages or losses.
6. The society will undertake & entrust responsibility of the planning, designing approval from MCGM & day to day supervision of the proposed demolition and reconstruction / development of the new building by the Licensed Architect registered with the council of Architecture and licensed Structural Engineer.
7. The society is responsible for obtaining all necessary permissions & approvals for utilization of additional BUA from the MCGM & other concerned authorities (such as MOEF, MCZM, forest etc.) before starting of the work & MHADA is not responsible for MCGM / other authorities refuse to give permission for development of society's proposal.
8. Society will be responsible for any kind of litigation or legal consequence arising an account of the proposed of the building.
9. All the terms& conditions mentioned in the Offer letter No. CO/MB/REE/NOC/F-158/ /2018 is binding on the society.



10. Any kind of payment or constructed tenement asked by the MHADA will be fulfilled by the society.
11. No additional FSI will be utilized by the society other than permitted by the MHADA.
12. The work will be carried out within the land underneath and appurtenant as per approved sub-divisions, demarcation and plot area allotted by the concerned department of MHADA
13. Responsibility of any damage or loss of adjoining properties if any will vest entirely with the applicant and MHADB will not be responsible in any manner.
14. The user of the proposed development/redevelopment will be as permitted by the MHADA.
15. The society will have to construct and maintain separate underground water tank, pump house and over-head tank to meet requirement of the proposed buildings and obtain separate water meter & water connection as per approvals of M.C.G.M.
16. The Society will construct compound wall along boundary line of the plot allotted by the Board and as per the demarcation given by the concerned Executive Engineer / M.B. and Land Manager / M.E.
17. Society will hand over the set-back free of to the MCGM at its own cost.
18. The society at its cost will undertake up-gradations, of the existing infrastructure and also carry-out laying of new infrastructure services at its cost as suggested by MCGM, MHADA and any other concerned Authority.
19. All the terms and conditions of the layout approval of the MCGM will be binding on the society.

(Draft approved by C.O./M.B.)



[Handwritten Signature]
**For Chief Officer,
M. H. & A. D. Board,
Mumbai**

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ANNEXURE - 'E'

मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ
(म्हाडाचा घटक)

MUMBAI HOUSING AND
AREA DEVELOPMENT BOARD
(A MHADA UNIT)



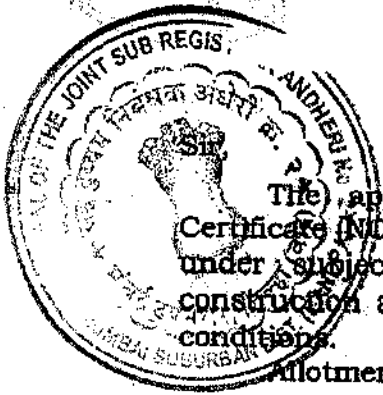
NO.CO/MB/REE/NOC /F-158/1343 / 2018
Date: 07 AUG 2018

To,
The Executive Engineer,
Building Proposal Department,
SPECIAL PLANNING AUTHORITY,
Kalangar, Bandra (E), Mumbai-400 051.

Sub : N. O. C. for Proposed Redevelopment of existing Building No. 9, 12, 13, 14 & Office Building No. 3 & 4 Known as **Samudra Darshan Co-Op.Housing Society Ltd.**, CTS No. 195(pt), S. No. 106, D.N. Nagar, Andheri (W) Mumbai - 400053 under DCR 33(5)

Ref :

- 1 NOC vide no. CO/MB/ARCH/NOC/F-158/1138/2012 Dated 25/07/2012.
- 2 Offer Letter vide No. CO/MB/REE/NOC/ F-158/443/2017 dated 31/03/2017
- 3 Revised Offer Letter vide No. CO/MB/REE/NOC/ F-158/76/ 2018 dated 12.01.2018
- 4 Society's letter dt. 02.05.2018
- 5 Hon'ble VP/A's approval dt. 09.01.2018
- 6 Society's Architect letter dated-25/06/2018



The applicant has complied requisites for obtaining No Objection Certificate (NOC) for allotment of pro-rata BUA of redevelopment of their building under subject. There is no objection of this office to his undertaking construction as per the proposal of the said society under certain terms and conditions.

Allotment of additional BUA approved previously and now allotted by this NOC is as under:

i) Total permissible BUA 13865.90 m2 for Res. use (4507.94 m2 Existing BUA +9357.96 m2 additional BUA) as per 2.5 FSI on plot area (8505.97 m2 Residential use + 851.99 m2 Commercial use) allotted

vide previous NOC dated 25.07.2012.

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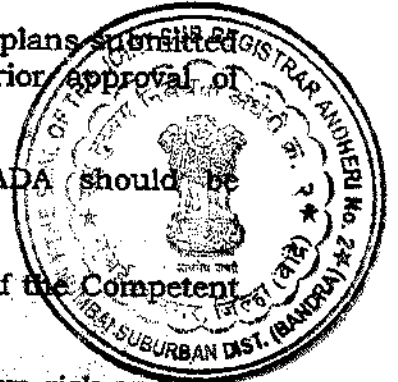
गृहनिर्माण भवन, कलानगर, बान्द्रा (पूर्व), मुंबई - ४०० ०५१.
दूरध्वनी ६६४०५००० / २६५९२८७७ / २६५९२८८१
फॅक्स नं. : ०२२-२६५९२०५८

Page 1 of 9
Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai-400 051.
Phone : 66405000 / 26592877 / 26592881
Fax No. : 022-26592058

- ii) Allotment of additional BUA of **11556.60 m2** (Residential use) through D.N.Nagar, Andheri(W) Layout FSI by this NOC, thus this BUA **11556.60 m2** (Residential Use) is permitted for I.O.D. purpose only.
- iii) Change of user from Residential to Commercial use of 1083.00 sq.mtr. from previously allotted 8505.97m2. Thus, Balance Residential BUA of 7422.97m2.
- iv) Since the Society has paid first installment i.e. 25 % amount towards additional built up area of 11556.60 m2 as per A.R. Resolution 6749, Dt. 11.07.2017, hence Commencement certificate shall be issued for **1083.00m2** of non Residential use and **2104.95m2** of Residential use BUA only i.e. proportionate to the amount of first installment paid by Society.

The NOC is granted as per policy laid down by the MHADA vide MHADA Resolution Nos. 6260 Dt.04/06/2007, A. R. No. 6397 dated 5/05/2009 , A. R. No. 6422 dated 07.08.2009 and A.R. no. 6749, Dt. 11/07/2017 and circular dated 16/06/2011 & 21/12/2011 subject to following conditions. The other additional terms and conditions as per Annexure-I shall also apply & are appended separately.

- 1 The work of redevelopment should be carried out as per plans submitted to this office along with detailed proposal, as per prior approval of S.P.A./MHADA.
- 2 Necessary Approvals to the plans from S.P.A./MHADA should be obtained before starting of work.
- 3 The work should be carried out under the supervision of the Competent Registered Architect and Licensed Structural Engineer.
- 4 The work should be carried out entirely at applicant's own risk and cost and MHADA Board will not be responsible for any mishap or irregularity at any time.



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5 The built up area permitted as per statement below.

Sr.No.	Built up Area	In sq.mt
1.	Total Built up Area permitted vide previous NOC dt. 26.07.2011 i. Existing Built up area 4507.94 m2 ii. Additional Built area= 9357.96 m2 (Residential 8505.97m2) (Commercial 851.99m2)	13865.90
2.	Total BUA permitted vide this NOC iii. Existing Built up area 4507.94 m2 iv. Additional Built area= 9357.96 m2 (Residential 7422.97m2) (Commercial 1934.99m2)	13865.90
3.	Total built up area permitted for obtaining I.O.D. vide this NOC.	11556.60
4.	Total built up area permitted for obtaining I.O.D. Residential Use (4507.94m2 + 7422.97m2) 11930.91m2 Residential Use 11556.60m2 Commercial Use 1934.99m2 (2 - 3)	25422.50
5.	Total built up area permitted for obtaining Commencement Certificate i) 11930.91 m2 + 2104.95m2 = 14035.86 m2 Residential use permitted through this NOC. ii) 851.99m2+1083.00m2 = 1934.99m2 Commercial use permitted through this NOC. (14035.86 m2 + 1934.99m2)	15970.85



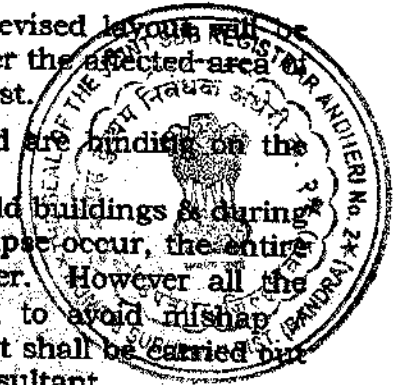
No additional F.S.I. should be utilized other than mentioned above and carpet area for existing members tenements should be retained upto 45 m2 as society is of LIG category. The work should be carried out within the land underneath & appurtenant to the society / society's building or plot leased by the Board per approved subdivision.

Responsibility of any damage or loss of adjoining properties if any will vest entirely with the society and M.H.& A. D. Board will not be responsible in any manner.

9 Barbed wire fencing/ chain link Compound wall along boundary line is permitted after getting demarcation fixed from the Executive Engineer Bandra Division, Mumbai Board.

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- 10 The Society shall have to construct and maintain separate underground water tank, pump house and overhead water tank to meet requirement of the proposed and existing development and obtain separate water meter & water connection.
- 11 The society shall have to obtain approval for amended plans as and when amended else the NOC for Occupation Certificate from S.P.A./MHADA will not be granted.
- 12 One set of plan along with letter should be forwarded to the office of Resident Executive Engineer / Mumbai Board as token of your approval.
- 13 The Chief Officer / Mumbai Board reserve the right to cancel NOC without giving any notice.
- 14 All the terms and conditions mentioned in earlier Offer letters, NOC letters & the accompanying list (Annexure-I) appended to this letter will be applicable to the society.
- 15 The redevelopment proposal should be prepared adhering to the Development Plan reservation, Building regulations and any other rules applicable to Building construction by the Building Proposal Dept. in S.P.A./MHADA.
- 16 The plans of the proposed building shall be submitted to S.P.A./MHADA within six months from the date of issue of this NOC positively for its approval, failing which the NOC will stand cancelled.
- 17 If NOC holder fails to start the redevelopment work within 12 months from the date of issue of NOC, the right is reserved to cancel the NOC by this office.
- 18 The reconstruction of new building for the rehabilitation of old occupiers shall be completed within a period of 30 months from the date of issue of this NOC. In case NOC holder fails to do so, extension to the above time limit may be granted depending on the merits of the case and on payment of an extension fee as may be decided by the office from time to time.
- 19 The road widening that may be proposed in the revised layout will be binding on the society & the society should handover the affected area road widening to the S.P.A./MHADA at their own cost.
- 20 All terms & conditions of lease deed and sale deed are binding on the society.
- 21 After issue of NOC, during course of demolition of old buildings & during course of redevelopment work if any mishap / collapse occur, the entire responsibility of the same will lie with NOC holder. However all the necessary precautionary measures shall be taken to avoid mishap collapse and the work of demolition & redevelopment shall be carried out under strict supervision of Architect and R.C.C. Consultant.
- 22 The proposal of issue of NOC for obtaining occupation Certificate from S.P.A./MHADA to the newly constructed building will have to be submitted along-with the following documents / information.
 - a) Copy of approved plan along-with copy of IOD & C.C. from S.P.A./MHADA. The name of the occupiers against concerned tenements proposed to be allotted in new building should be clearly shown in the plan along-with carpet area to be given. Matching statement i.e. Name of occupant, Room No., existing area and proposed allotted area.



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- b) The concerned Architect & NOC Holder / Developer should give certificate that the newly constructed building is in accordance with the plans approved by S.P.A./MHADA & the tenements constructed for rehabilitation of the occupiers of building are as per the areas and amenities as prescribed in the agreement executed with the occupiers.
- c) Photographs of the newly constructed building taken from various angles.
- 23 If it is subsequently found that the documents / information submitted with your application for NOC are incorrect or forged, mis-leading then this NOC will be cancelled and NOC holder will be held responsible for the consequences / losses, if any thereof if arises in future.
- 24 Necessary trial pits / trial bores shall be taken at the captioned property to ascertain the bearing capacity of the soil and foundation shall be designed accordingly. R.C.C. design of the new proposed building shall be prepared taking into account the aspect of Mumbai Seismic Zone and same should be got approved from R.C.C. Consultant / Structural Engineer, registered with S.P.A./MHADA
- 25 MHADA reserve its right to withdraw, change, alter, amend their offer letter and conditions mentioned therein in future at any point of time without giving any reason to do so.
- 26 On approval to revised layout plan by S.P.A./MHADA , all terms & conditions laid down therein shall be binding on the society.
- 27 By this letter you are requested not to issue Occupation Certificate unless consent letter duly signed by Chief Officer / Mumbai Board is obtained and submitted to your Department by the applicant.
- 28 The additional built up area is allotted from D.N. Nagar, Andheri (W) layout FSI i.e. 11556.60m² through this NOC. It will be sole responsibility of the society to get approval for the same, from S.P.A./MHADA
- This NOC is issued for the purpose of IOD and approval of plans for BUA of 25422.50 m² out of which 23487.51m² for residential use and 1934.99m² for commercial use as shown in condition No. 5 of this letter. The Commencement Certificate for BUA 15970.85m² out of which 14035.86m² for residential use and 1934.99m² for commercial use against first installment paid.**
- 29 Allotment of the layout pro-rata B.U.A. in this case will not create any imbalance of F.S.I. / B.U.A. in the layout though the same is not yet approved as per FSI 3.00 as per D.C.R. 33(5) dated 08/10/2013 Government notification.
- 31 All the dues should be cleared by Society before issue of Occupation Certificate including offsite infrastructure charges.



It is, therefore, directed that the proposed work should be carried out strictly adhering to the terms and conditions as mentioned above. In case of any breach to above condition & other terms and conditions annexed herewith, the NOC will stand cancelled.

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Now, MHADA is considering the proposal for amendment of the layout for 3.00 FSI and also all the directives given in the Govt. Resolution of U.D.D. vide No. TPB /4308 /74 /C.NO.11 /2008 /UD-11, dated 6/12/2008 shall be applicable to the applicant.

Encl.: Annexure-I

(Draft copy approved by CO/M.B.)

Sd/-

(Bhushan Desai)
Resident Exe. Engg.
Mumbai Board.

✓ **Copy to:** Building No. 9, 12, 13, 14 & Office Building No. 3 & 4 Known as **Samudra Darshan Co-Op.Housing Society Ltd.**, CTS No. 195(pt), S. No. 106, D.N. Nagar, Andheri (W) Mumbai - 400053 for information.

Copy to Architect : M/s Space Moulders, 281/2229] Motilal Nagar No.1, Shreerang Sable Marg, Goregaon (W), Mumbai -400 104 for information & necessary action.

Copy forwarded to information and necessary action in the matter to the: -

1. Deputy Chief Engineer -West / Mumbai Board for information please.
2. Executive Engineer, Housing Bandra Division / Mumbai Board
 - i) He is directed to take necessary action as per demarcation & as per prevailing policy of MHADA.
 - ii) He is directed to recover all the dues from the society concerned to Estate Department & intimate the same to this office.
 - iii) He is directed to recover any dues, land revenue, and other dues concerned to Land Department if any pending with the society & intimate the same to this office.
3. Architect Layout Cell / Mumbai Board for information.
4. Copy to Shri. JADHAV /Sr. Clerk for MIS record.



Bhushan Desai

(Bhushan Desai)

Resident Exe. Engg. Mumbai Board

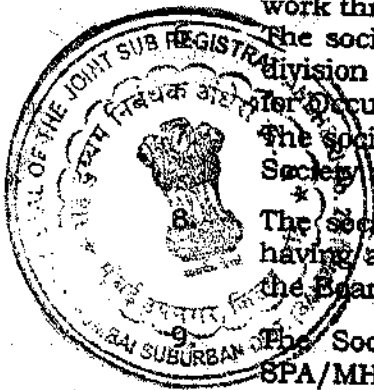
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ANNEXURE -I
**(Conditions made applicable to NOC granted vide No. CO /MB/REE/NOC/
F-158/1343 /2018. Date : 07 AUG 2018)**

TERMS AND CONDITIONS

The additional build able area is granted as per policy laid down by MHADA vied NOC mentioned above as per resolution no.5998 dated: 09/01/2004 and amended A.R.No.6041, dt.29/7/2004, A. R. No. 6260 Dt. 04/06/2007, A. R. 6349 dated 25/11/2008, A. R. No. 6383 dated 24/02/2009, A. R. No. 6397 dated 5/05/2009 & A.R. No. 6422 dated 07.08.2009 are subject to following terms and conditions.

1. All the terms and conditions mentioned in the Layout which was processed to SPA/MHADA shall be applicable to the society.
2. The set of plans approved by S.P.A./MHADA duly certified by the Architect should be submitted to this office before commencement of work.
3. The society will have to construct and maintain separate tank if necessary with approval of S.P.A./MHADA
4. The society will have to enter into a separate Lease Agreement of Society & will have to get the rectification deed done through concerned Estate Manager & Legal Department of the Board for additional area granted before asking for Occupation Certificate from S.P.A./MHADA
5. The society will have to submit stability of the existing structure / proposed work through Registered Licensed Structural Engineer by S.P.A./MHADA
The society will have to obtain separate P. R. card as per the approved sub division / plot leased out by the board duly signed by S. L. R. before asking for Occupation Permission from S.P.A./MHADA
The society will have to obtain approval for amended plans as and when the Society amends the plans.
6. The society should submit undertaking on Rs. 250/- Stamp paper for not having any objection if the newly developable plots are either developed by the Board or by the allotted of the Board in D.N. Nagar layout.
7. The Society will have to hand over the set back area free of cost to SPA/MHADA & proof of the same will have to be submitted to this office. The society will have to inform about encroachment to M.C.G.M. at their own cost and M.H.A.D. Board shall not be held responsible.
10. The pro-rata charges towards construction of D. P. as implemented by SPA/MHADA will be paid from the premium received from the society for the purchase of additional BUA for which receipts shall be submitted by the society from SPA/MHADA in favor of Chief Accounts Officer / MHAD Board.
11. The Society will have to submit Undertaking on Rs. 250/- stamp paper agreeing to pay the difference in premium if any as and when MHADA reviews the policy for allotment of F.S.I. / T.D.R. (Form V).
12. Before issuing the NOC for Occupation Tanker Water or Extra Water charges payment clearance should be produced by the Society.



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13. The redevelopment Proposal should be approved adhering to the Development Plan reservation, Building regulations and any other rules applicable to Building construction by the Building Proposal Dept. in SPA/MHADA.
14. The charges as may be levied by SPA/MHADA, from time to time (apart from FSI charges), for e.g. Pro-rata charges for Roads, shall be paid by the society to SPA/MHADA directly, on demand from SPA/MAHDA.
15. The society shall indemnify MHADA against any legal action regarding payment of stamp duty for a) Transfer of built tenements to beneficiaries and b) Purchase of balance FSI /T. D. R. etc. as may be required under provisions of Stamp Duty Act.
16. It is therefore, directed that the proposed work should be carried out strictly adhering to the terms and conditions mentioned as above. In case of any breach to above condition the NOC will stand cancelled.
17. This allotment is subject to payment of Stamp duty if / as and when may be imposed by the Govt. of Maharashtra (Under the relevance provisions of Maharashtra Stamp Duty Act. The allottee will have to submit an Undertaking to this effect on Stamp paper worth Rs.100/-)
18. SPA/MHADA has incurred expenditure for onsite infrastructure prior to modification in DCR 33 (5) and after modification in DCR 33 (5). The Pro-rata premium shall be payable by the society as and when communicated by authority communicates to you.
19. MHADA reserve it's right to withdraw, change, alter, amend their offer letter and conditions mentioned therein in future at any point of time without giving any reason to do so.

(Draft copy approved by CO/M.B.)



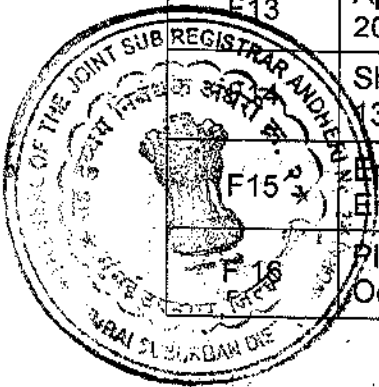
Bhushan Desai
 (Bhushan Desai)
 Resident Exe. Engg.
 Mumbai Board.

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Annexure 'F'

List & details of Approvals for Platinum Life

Sr. No.	Particulars
F1	No Objection Certificate issued by Ministry of Civil Aviation dated 4 th August 2014
F2	DP Remarks of the property as per 1991 DP issued by MCGM dated 13 th October 2014
F3	No Objection Certificate for termination of M/s Shubh Enterprise and appointment of M/s Samudra Darshan Gruhpravesh LLP as developer issued by Dy. Registrar, Co-operative Societies, MHADA dated 13 th October 2014
F4	DP Remarks 2034 of the property as per 2034 DP issued by MCGM dated 18 th February 2017
F5	No Objection Certificate issued by Executive Engineer Traffic & Co-ordination (E.E.T.C.) dated 8 th March 2017
F6	No Objection Certificate issued by Chief Fire Officer (C.F.O.) dated 30 th March 2017
F7	No Objection Certificate issued by Superintendent of Gardens, MCGM dated 23 rd June 2017
F8	Tax Clearance Certificate issued by Assistant Assessor & Collector, MCGM dated 4 th September 2017
F9	Concession Approval Issued by Municipal Commissioner, MCGM dated 5 th October 2017
F10	Intimation of Disapproval issued by MCGM dated 30 th October 2017
F11	No Objection Certificate issued by SWM department, MCGM dated 11 th April 2018
F12	No Dues Certificate issued by Estate Department, MHADA dated 3 rd May 2018
F13	Approval of Temporary structure issued by MCGM dated 5 th May 2018
F14	Shore Piling Commencement Approval issued by MHADA dated 13 th July 2018
F15	Environment Clearance Certificate issued by State Level Environment Impact Authority dated 1 st September 2018
F16	Plinth Commencement Certificate issued by MHADA dated 31 st October, 2018



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ANNEXURE - 'F2'



MUNICIPAL CORPORATION OF GREATER MUMBAI

Office of the
Chief Engineer (Development Plan)
Municipal Head Office
4th Floor, Extn. Building
Mahapalika Marg, Fort
Mumbai - 400 001

To
SAMUDRA DARSHAN
Grahpravesh LLP,
B-106, Concord, 2nd Cross,
Lokhandwala Complex, Andheri(west),
Mumbai 400053

No: CHE/584/DPWS/K/W

Date: 13/10/2014

Sub: Sanctioned Revised Development Plan Remarks for the land bearing C.T.S.No 195(pt) of ANDHERI Village

Ref: Your Application u/no.0006062 and payment of certifying charges made under Receipt no. 1001841806 dated 19/08/14

Sir/Madam,

Sanctioned Revised Development Plan Remarks for the land shown bounded blue on the accompanying plan are as under:-

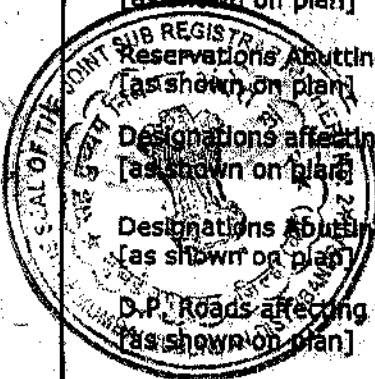
Description of the Land	:	C.T.S.No 195(pt) of ANDHERI Village
Sanctioned Revised Development Plan referred to Ward	:	K/W
Reservations affecting the land [as shown on plan]	:	NIL
Reservations Abutting the land [as shown on plan]	:	NIL
Designations affecting the land [as shown on plan]	:	NIL
Designations Abutting the land [as shown on plan]	:	NIL
D.P. Roads affecting the land [as shown on plan]	:	NIL
Zone [as shown on plan]	:	RESIDENTIAL ZONE (R)
Existing Roads [as shown on plan]	:	PRESENT

It is also be affected by existing road. R.L. remarks and widening of the existing road to be confirmed from the office of the Executive Engineer (Traffic & Co-ordination)/Assistant Engineer(Survey).

Remarks from other Departments/Offices:

Layout/Sub-division : ANDHERI_SIDDHARTH_NAGAR_LAYOUT

Demarcation: The Alignment of the proposed road & the boundaries of the reservations are subject to the actual demarcation on site by this office staff alongwith the representative of A.E.Survey.



Note:

If the land under reference is a part of amalgamation/sub-division/layout, then specific remarks shall be obtained from the concerned Building Proposal office and development thereof shall be as per the terms and conditions of the approved amalgamation/sub-division/layout.

Remarks are offered only from the zoning point of view without reference to ownership and without carrying out actual site inspection and without verification of the status of the structures if any on the land under reference. Status of the existing road, if any, shall be confirmed from the concerned Ward Office.

The boundaries shown in the accompanying plan are as per the available records with this office. However the boundaries shown in the records of City Survey Office shall supercede those shown in the D. P. Remarks Plan.

This remark is valid for the period of one year from the date of issue.

Yours Faithfully


Assistant Engineer,
Development Plan
(K/W Ward)

Acc~1 plan
C.T.S.No 195(pt) of ANDHERI Village



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ANNEXURE - 'F3'

उपनिबंधक, सहकारी संस्था, म्हाडा

मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ, मुंबई यांचे कार्यालय, गृहनिर्माण भवन, २ रा मजला, रुम नं. ३६९, वांद्रे (पूर्व), मुंबई - ४०० ०५१.

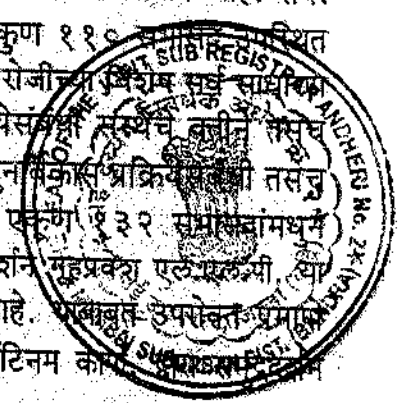
दूरध्वनी क्रमांक : ०२२-६६४०५१०५/५२२३

जा.क्र.-मुंमं/उपनि/बी-२/४६१० /२०१४,
दिनांक :- १३.१०.२०१४.

विषय :- समुद्र दर्शन को-ऑप.हौसिंग सोसायटी लि., अंधेरी या संस्थेच्या पुनर्विकास विषयक विशेष सर्व साधारण सभेचा अहवाल.

- संदर्भ : १) संस्थेकडून या कार्यालयास दि. १९.०९.२०१४ रोजी प्राप्त झालेला अहवाल.
२) या कार्यालयाकडील प्राधिकृत अधिकारी नियुक्तीचे दि. २२.०९.२०१४ रोजीचे पत्र.
३) प्राधिकृत अधिकारी यांनी या कार्यालयात दिनांक १३.१०.२०१४ रोजी सादर केलेला अहवाल.

उपरोक्त नमुद्रप्रमाणे समुद्र दर्शन को-ऑप.हौसिंग सोसायटी लि., दादाभाई नरोजी नगर, (विभाग २) जयप्रकाश रोड, अंधेरी (प.), मुंबई-५३ ही संस्था महाराष्ट्र सहकारी संस्था अधिनियम १९६० चे कलम ९(१) अन्वये नोंदणीकृत गृहनिर्माण संस्था आहे. संस्थेने संदर्भ क्र. १ नुसार दिनांक १९.०९.२०१४ रोजीच्या पत्रान्वये संस्थेच्या इमारतीच्या पुनर्विकासाविषयक विशेष सर्व साधारण सभेस शासनाचे दि. ०३ जानेवारी २००९ च्या परिपत्रकानुसार प्राधिकृत अधिकाऱ्याची नेमणूक करण्याकरीता विनंती केलेली आहे. त्यानुसार या कार्यालयाने संदर्भ क्र २ नुसार दिनांक २२.०९.२०१४ रोजीच्या पत्रान्वये श्री. सुरेश एच. मोरे, सहकार अधिकार (श्रेणी-१) यांची प्राधिकृत अधिकारी म्हणून नेमणूक केलेली आहे. तदनंतर संस्थेने दिनांक ०५.१०.२०१४ रोजी बोलाविलेल्या विशेष सर्व साधारण सभेस संबंधित प्राधिकृत अधिकारी उपस्थित राहून तसा अहवाल या कार्यालयास संदर्भ क्र. ३ अन्वये दिनांक १३.१०.२०१४ रोजी सादर केलेला आहे. सादर अहवालाचे अवलोकन करता सर्वसाधारण सभेस एकूण १३२ सभासदांपैकी एकूण ११० सभासदां उपस्थित होते. म्हणजेच ७५% पेक्षा जास्त सभासद उपस्थित होते. दि. ०५.१०.२०१४ रोजीच्या विशेष सर्व साधारण सभेत उपस्थित असलेल्या सभासदांना संस्थेच्या इमारतीच्या पुनर्विकासाचे प्रक्रियेसंबंधी संस्थेचे वतीने तसेच प्राधिकृत अधिकाऱ्याच्या वतीने शासनपरिपत्रकाची माहिती देण्यात आली आणि पुनर्विकासाच्या प्रक्रियेसंबंधी तसेच विकासकाचे नेमणूकीसंबंधी ठराव मांडण्यात आला असता, सादरच्या ठरावास एकूण १३२ सभासदांमधून उपस्थित ११० सभासदांपैकी ११० सभासदांनी मे.प्लॅटिनम कार्पो. द्वारा समुद्रदर्शन गृहप्रवेश एल.एल.पी. या विकासकाच्या नियुक्तीस बहुमताने मान्यता देण्याचा ठराव करण्यात आलेला आहे. याबाबत उपरोक्त प्रमाणे परिस्थितीचे अवलोकन करता विशेष सर्वसाधारण सभेच्या निर्णयानुसार मे.प्लॅटिनम को-ऑप.हौसिंग सोसायटी लि. यांच्या नियुक्तीस या कार्यालयाची हरकत नाही.



(नितीन काळे)

उपनिबंधक, सहकारी संस्था - ४
मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ, मुंबई
२०१९

प्रति,
निवासी कार्यकारी अभियंता, मुंबई मंडळ.

पुत :- अध्यक्ष / सचिव, समुद्र दर्शन को-ऑप.हौसिंग सोसायटी लि., दादाभाई नरोजी नगर, (विभाग २) जयप्रकाश रोड, अंधेरी (प.), मुंबई-५३.

२/- यांनी संस्थेच्या सभासदांचे लेखी संमतीपत्र निवासी कार्यकारी अभियंता (अंधेरी), मुंबई मंडळ यांच्याकडे पाठविण्यात यावे.

उपनिबंधक, सहकारी संस्था,
मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ, मुंबई

ANNEXURE - 'F4'

MUNICIPAL CORPORATION OF GREATER MUMBAI

NO. CHE./2673/D.P. Rev. dt. 18 FEB 2017

Office of the
Chief Engineer
Development Plan,
5th Floor,
Municipal Head Office,
Annexe Building, Fort
Mumbai - 400001

To

SAMUDRA DARSHAN GRUHPRAVESH LLP,
1ST FLOOR, PREMSONS SHOPPING CENTRE,
PREMSON'S COMPOUND, CAVES ROAD,
JOGESHWARI (E), MUMBAI-400 060.

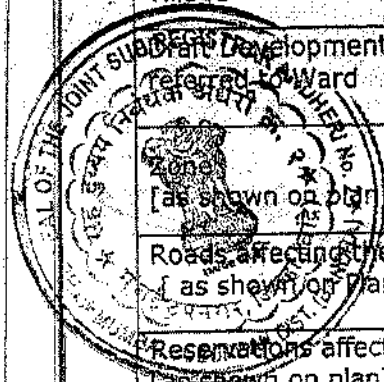
Sub : Draft Development Plan 2034 remarks in respect of land bearing
C.T.S.No. 195(PT) of Andheri Village situated in K/West Ward, Mumbai.

Ref: 1) Your Application Form No. 03317 dt. 10.02.2017
2) Payment fee receipt No.1002855352 dt. 10.02.2017


Gentleman,

With reference to your application as mentioned above, the Draft Development Plan 2034 remarks in respect of subject land bounded blue on the accompanied plan are as follows.

Description	Nomenclature	Remarks
C.T.S. No.	195(PT)	The remarks are offered based on the records of C.S./C.T.S./F.P. Boundaries/ C.S/ C.T.S./F.P.No. available with this office. However the boundaries shown in the records of City Survey Office shall supersede those shown in the D. P. Remarks Plan.
Village	Andheri	
Draft Development Plan 2034 referred to Ward	K/West	
Zone [as shown on plan]	R -Residential	
Roads affecting the Land [as shown on Plan]	3NOS	Existing Roads
Reservations affecting the land [as shown on plan]	NIL	
Reservations Abutting the land [as shown on plan]	NIL	
Designations affecting the land [as shown on plan]	NIL	



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Designations Abutting the land [as shown on plan]	NIL
Note : -	
As regards to CRZ, Heritage and precincts, ASI buffers, Estate properties & Layouts, Jail buffers, forests, mangroves, caves buffers, defense buffers, etc., SRDP 1991 remarks shall be obtained separately before commencing any development.	
Demarcation: The Alignment of the proposed road / proposed road widening and boundaries of reservations/designation are subject to the actual demarcation on site by A.E. Survey. Further the remarks regarding prescribed R.L. if any, shall be obtained from the office of E.E.T.&C.	
Specific remark for the sub-division/amalgamation/layout shall be obtained from the EE(BP)ES/EE BP (WS)/EE(BP)City and development thereof shall be as per the terms and conditions of the layout.	
The Sanctioned Revised Development Plan 1991 remarks for the land under reference shall also be obtained before commencing any development. If the land is situated in Sanctioned Town Planning Scheme then the Town Planning Remarks shall also be obtained before commencing any development.	
The Development Plan Remarks are offered as per the provision of Draft Development Plan 2034 published on 27/05/2016 vide CR No. 307 of 27/05/2016.	
The Development of reservations/designations shall be as per regulations stipulated in Draft Development Control Regulations (DCR) 2034, published on 27/05/2016.	
Remarks are offered only from the zoning point of view without reference to ownership and without carrying out actual site inspection and without verification of the status of the structures if any on the land under reference. Status of the existing road, if any, shall be confirmed from the concerned Ward Office.	
Acc : As Plan	Yours faithfully,
	 Assistant Engineer (D.P.) W.S. K/W (Ward)



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ANNEXURE - 'F5'

MUNICIPAL CORPORATION OF GREATER MUMBAI
DY. CHIEF ENGINEER (TRAFFIC)

Engineering Hub Building, 1st Floor, Dr. E. Moses Road, Worli Naka, Worli, Mumbai- 400 018.
No. Dy. Ch. E. / P- 1152 / Traffic of 06/03/17

To,
PRATIMA KELEKAR
SPACE MOULDERS
An Architectural Studio,
281/2229, Motilal Nagar No.1,
Shreerang Sable Marg,
Goregaon (W), Mumbai- 400104.

Sub: Parking layout plan of proposed redevelopment to the existing building No. 9, 12, 13, 14 & OB-4 alongwith OB-3 on plot bearing C.T.S. No. 195 (pt.), S.No. 106-A MHADA Layout, D.N. Nagar, J.P. Road, Andheri (W), Mumbai. For Samudra Darshan CHSL.

Ref: Your letter No. Nil Dt. 14-02-2017.

Sir,

The parking layout plans comprising of following parking spaces

Sr. No.	Floors	Big	Small	Total
1	Ground floor @ + 0.00 m. Level,	--	--	--
2	Stilt floor Parking @ + 0.30 m. Level, (Left side Bldg on plan)	10	07	17
3	Stilt floor Parking @ - 0.30 m. Level, (Right side Bldg on plan)	12	01	13
4	1 st Basement floor Parking @ - 4.60 m. Level,	126	--	126
5	2 nd Basement floor Parking @ - 7.55 m. Level,	146	--	146
6	3 rd Basement floor Parking @ - 10.50 m. Level,	152	--	152
Total =		446	08	

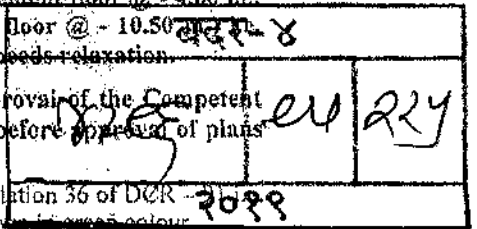
as shown on plan submitted by you on 16-02-2017 and subsequently modified plans submitted on 28-02-2017, are scrutinized only from traffic operations and maneuverability point of view. The same are found to be in order and this parking layout plans are approved as per Dy. Ch. Eng. (Traffic)'s approval dt. 06/03/2017 subject to the following conditions:

as shown on plan submitted by you on 16-02-2017 and subsequently modified plans submitted on 28-02-2017, are scrutinized only from traffic operations and maneuverability point of view. The same are found to be in order. This parking layout plans are approved as per Dy. Ch. Eng. (Traffic)'s approval dt. 06/03/2017 and subject to obtaining the sanction of the Competent Authority before approval of the plans for the following relaxations.

- a) As per provision of recent modification in D.C.R vide No. CMS/4311/452/CR-58/2011/ 11 dated 06/01/2012, "Podium provided with two car lifts may be permitted in one or more level total height not exceeding 9.00 m. above Ground level". In the case Architect has proposed parking floors in three levels (i.e 1st Basement floor @ - 4.60 m., 2nd Basement floor @ - 7.55 m. & 3rd Basement floor @ - 10.50 m. below Ground level with 06 Nos. of car lift which needs relaxation.

This parking layout is approved subject to obtaining approval of the Competent Authority for the above relaxations mentioned at Sr. No. (a) before approval of plans & the following conditions:

- The size of parking spaces shall be as per the provisions of regulation 36 of DCR for a) Motor Vehicle - 2.5 m. x 5.5 m. & 2.3 m. x 4.5 m. as shown in green colour on the acc. plan.
- Traffic operation as indicated in red arrows shall be maintained.
- Minimum 6.00 m. wide entry gate 2 Nos. with 1.20 m. wide wicket gate shall be provided on 12.20 m. wide Road at North side & and 6.00 m. wide exit gate 1 No. with 1.20 m.



wide wicket gate shall be provided on 12.20 m. wide Road at South side and 6.00 m. wide exit gate 1.No. with 1.20 m. wide wicket gate shall be provided on 12.20 m. wide Road at West side as shown on plan:

4. As per the parking statement on the plan submitted by the Architect
Required No. of parking spaces 363 Nos.
Parking spaces proposed are 454 Nos.
Big cars = 446 and Small cars = 08.
However, E.E. (B.P.) W.S. K ward shall verify the nos. of parking spaces required as per D.C. Reg. 1991.
5. From maneuverability point of view 454 Nos. car parking spaces provided as shown on plan are in order as detailed here under.
 - a) 24 Nos. cars are proposed at Stilt floor level as Mechanized parking system. The said Mechanized system consists of 12 units of two stage/ layer simple lift type system. Each unit consist two cars module of 11 units of 2.5 m. X 5.5 m. & 01 unit of 2.3 m. X 4.5 m. in size i.e. limited capacity of 24 Nos. of cars.
 - b) 424 Nos. cars are proposed at 1st to 3rd Basement floor level as Mechanized parking system said Mechanized system consist of Two separate automatic car parking system (cart Parking System). The said Mechanized parking system is a pallet parking system and base on a lift / shuttle technology system. Architect has submitted the broucher of (PARI-Cart Type Parking System) parking system.
 - c) 06 Nos. cars are proposed as surface parking of size 2.3 m. X 4.5 m. (06 Nos.) at Stilt floor.
6. Regarding 5 (a), (b) above, it is to clarify that the arrangement shown in Stilt, 1st, 2nd & 3rd Basement floor is approved purely from traffic maneuvering point of view. The said approval does not construe any sort of permissibility in the matter of allowing erection of Mechanized parking system including ancillary structures in the subject property with minimum clear height of 3.90 m. below beam bottom Stilt floor as per broucher (PARI-Cart Type Parking System) submitted by Architect. The necessary approval / permission from concerned Ex. Eng. (B.P.) W.S. / Dy. Ch. E. (B.P.) W.S. / Competent Authority shall be obtained regarding the permissibility of allowing such Mechanized system viz. double stack parking, cart Parking System.
7. 4.70 m. x 6.40 m. x 06 Nos. Entry / Exit car lifts from Ground floor to 1st, 2nd & 3rd Basement floor level car parking is in order, subject to necessary approval of car lift by Ex. Eng. (B. P.) W. S.
8. This parking layout needs to be got scrutinized/ verified by the Executive Engineer (Building Proposal) W. Subs. as per the provisions of D.C. regulations. Particularly the permissibility / approvability of allowing the number of parking spaces proposed by the Architect.
9. If the size, shape or configuration of the Stilt, 1st, 2nd & 3rd Basement floor, cantilever projection which will obstruct the parking spaces if any, amalgamation / subdivision, boundary correction of plot, changes in parking layout is required to be changed as per requirements or as per the requirements of E.E.B.P. (W.S.) / C.F.O. etc., revised parking layout shall be got approved from this office.
10. Area reserved for the parking shall be used / utilized for the purpose of parking only and a registered undertaking to this effect shall be submitted to Ex. Eng. (B.P.) W. S.
11. The above remarks have been offered only and purely from traffic operation & maneuvering point of view, without any prejudice to the status of structures if any. By referring the R.L. abutting to road if any, without reference to the ownership, without carrying out actual site inspection, without reference to development agreement / order of attorney, Right of way document or development if any.
12. The standby arrangement of generator / alternative electric power supply of requisite capacity shall be made in case of failure of electric supply.
13. The registered undertaking indemnifying the M.C.G.M. against any litigation arising out of hardship to user in case of the failure of Mechanized system / Car lifts / nuisance due to mechanical system / car lift to the building under reference & to the adjoining wing / adjoining building shall be submitted to Ex. Eng. (Building Proposal) W. Subs.
14. This parking layout is approved subject to confirming the permissibility by Ex. Eng. (B.P.) W.S. of allowing additional 91 Nos. of parking space i.e. to the extent of 25.06 % more than required, by taking cognizance of the D.C.R.1991 & recent modification in

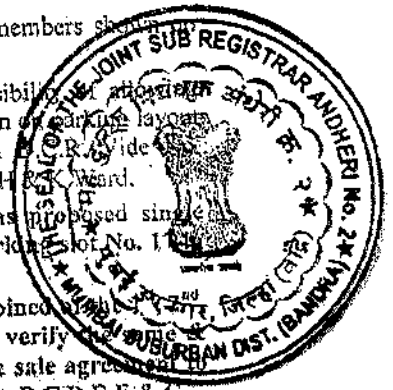


Executive Engineer
(Traffic Co-ordination)

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D.C.R. vide notification u/no.CMS/4311/452/CR-58/2011/UD-11 dt.6/01-2012 issued by U.D. deptt.

15. Architect has proposed mix user i.e. parking & proposed Space for STP, fire pump room, water supply pump room, fire - rain - domestic water tank at 2nd Basement floor. Hence, the same is required to be scrutinized by E.E.B.P. (W.S.) H&K Ward from permissibility point of view for allowing the mix user.
16. This parking layout is approved subject to confirming the permissibility of building under reference including allowing Double Stack parking at Stilt floor and Pallet parking system and base on a lift / shuttle technology system at 1st to 3rd Basement floor as per the provisions of D.C. Regulation 1991 and further modifications, policies, and particularly the recent notification u/no. CMS /4311 /452 /CR-58 /2011 /UD -11 dt.6-01-2012 etc. by Executive Engineer (B.P.) W. Subs.
17. The parking layout approval does not construe any sort of permissibility / necessity in the matter of allowing the area proposed by Architect for parking spaces including maneuvering & other areas on Ground floor, Stilt, 1st, 2nd & 3rd Basement floor, as shown on the accompanying plan. Hence, the permissibility of allowing such parking spaces, maneuvering areas and the other areas as proposed by the Architect at Ground floor, Stilt, 1st, 2nd & 3rd Basement floor levels shall be scrutinized by Ex. Engineer (Building Proposal) W. Subs., with respect to the PSL, required parking and the other aspect before approval of plans as per the provision of D.C.R. regulation 1991 and the further modification, policies, and particularly the recent modification in D.C.R. vide No. CMS/4311/452/CR-58/2011/UD-11 dt.6-01-2012.
18. This parking layout is approved considering location of structural members shown on respective floor plan by the Architect.
19. The parking layout is approved subject to confirming the permissibility of proposed building with side open spaces / front open spaces as shown on the parking layout plan submitted by Architect to this office as per modification in D.C.R. vide notification u/no. CMS/4311/452/CR-58/2011/UD-11 dt.6-01-2012 by E.E.B.P. (W.S.) H&K Ward.
20. Architect has shown height of Stilt floor 4.50 m. Architect has proposed single parking slot Nos. 18, 19, 20, 21, 22 in Wing B & C and single parking slot No. 1 in Wing F. E.E. (B.P.) W.S. K ward to verify the same.
21. Architect has shown parking for wing A, B, C, D, E, F & G combined at 1st & 3rd Basement. Hence, Ex. Eng. (BP) W. Sub. K- Ward shall verify and incorporate the condition accordingly in the L.O.D. / approval & sale agreement to be submitted to Ex. Eng. (B.P.) W. S. as to secure of the parking spaces of perspective buyers for wing A, B, C, D, E, F & G.
22. The Structural stability certificate regarding stability of Pallet parking system and base on a lift / shuttle technology system at 1st to 3rd Basement floor shall be submitted to Ex. Eng. (BP) W. Sub. K- Ward.
23. The Mechanized parking system shall be equipped with electric sensor devices and also proper precautions & safety measures shall be taken to avoid any mishap & the damages occurred due to flooding in pit if any & maintenance of Mechanized parking system shall be done regularly and registered undertaking & indemnity bond to that effect shall be submitted to Ex. Eng. (B.P.) W. S.
24. The adequate measures shall be taken to provide proper light & ventilation by mechanical means within 1st, 2nd & 3rd Basement floor.
25. Special attendant shall be deployed to control the maneuvering and the movement of cars between entry & exit gate, lift & Mechanized parking system.
26. The earlier parking layout approval issued by this office if any shall be treated as cancelled.



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You are requested to note the following additional conditions.

- 1) The minimum 2.40 m. head room shall be kept in the 1st, 2nd & 3rd Basement floor. The minimum 3.90 m. head room shall be kept in the Stilt floor below the beam bottom.
- 2) The Ground floor, Stilt, 1st, 2nd & 3rd Basement floor parking area shall be adequately lighted ventilated and drained properly.
- 3) Edges of the column shall be round in shape in the Ground floor, Stilt, 1st, 2nd & 3rd Basement floor.
- 4) The parking spaces shall be paved & clearly marked, painted and numbered.

- 5) The traffic operation shall be marked in Thermoplastic road marking paint. Arrows and traffic amenities such as Retro Reflective Road Studs shall be provided to guide the motorists.
- 6) Anti Skid finish (Surface) shall be provided at the parking floors / raps.
- 7) Cautionary / Informatory signages shall be provided in the drive ways to guide the motorists.
- 8) The entire drive - way as well as parking spaces shall be kept free of obstructions.
- 9) The Board indicating car parking in Ground floor, Stilt, 1st, 2nd & 3rd Basement floor shall be provided near the entry gate.
- 10) Adequate no. of parking attendants shall be employed.
- 11) Necessary care shall be taken to abate the nuisance of car exhaust / smoke / lights / noise in Ground floor, Stilt, 1st, 2nd & 3rd Basement floor parking area.
- 12) The parking layout shall also meet the requirement of C.F.O.
- 13) The trees are not shown on the plan by the Architect. Hence, it is presumed that there is no obstruction of trees in entire driveway and parking spaces Ex. Engineer (B. P.) W. Subs. shall verify the same before approval of plans.
- 14) The slab of the underground tank, slab to cover existing well grating/slab over sump for rain water if any shall be designed to bear the required vehicular load & stability certificate to that effect shall be submitted to E.E. (B.P.) W.S.H & K Ward.
- 15) The proper precautions shall be taken such as dewatering to avoid mosquito breeding in the pit of proposed parking system due to stagnation of water etc. in the pit.

Subject to above conditions & obtaining approval of the Competent authority for the above relaxations mentioned at sr. No. (a) & the amendments and suggestions implemented on site as approved by E.E.(B.P.)W.S. the parking layout is approved from maneuverability and traffic operation point of view only.

Yours Faithfully,

[Signature]
 Executive Engineer
 (Traffic & Co-ordination)
 23/06/2017



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ANNEXURE - 'F6'

MUNICIPAL CORPORATION OF GREATER MUMBAI
MUMBAI FIRE BRIGADE

No.: FB/MR/RTE/520
Date: 30/03/2017

Sub: N.O.C stipulating fire protection and fire fighting requirements for the proposed high rise residential cum Commercial building (redevelopment of D.N Samudra Darshan CHSL) on plot bearing C.T.S. No. 195 (part), S. No. 106-A, MHADA Layout, D.N Nagar, J.P Andheri (W), Mumbai.

Ref: 1) Letter dated 02.02.2017 from Space Moulders, Architect.
2) M. F.B. No. HR/R-III/520 dated 14.02.2017

E.E.B.P.(W.S.)

This is a proposal of High rise Residential cum Commercial building comprising of seven wings - 'A' to 'G'. Wing 'A' is having 3 level common basement (having depth of -10.50 mtrs.) + Ground floor + 15 upper floors with a height of 50.00 mtrs. Wing 'B' & 'C' are having 3 level common basement (having depth of -10.50 mtrs.) + Ground floor on Stilts + 16 upper floors with a height of 50.55 mtrs. Wing 'D' is having 3 level common basement (having depth of -10.50 mtrs.) + Ground floor + 15 upper floors with a height of 49.50 mtrs. Wing 'E' is having 3 level common basement (having depth of -10.50 mtrs.) + Ground floor + 16 upper floors (part 16th floor) with a height of 50.55 mtrs. Wing 'F' & 'G' are having 3 level common basement (having depth of -10.50 mtrs.) + Ground floor + 16 upper floors with a height of 50.55 mtrs.

Basements proposed to be used for:

Floors	Basement User common for all wings
3 rd Basement (- 10.50 mtrs.)	Horizontal parking with 6 No. of car lifts.
2 nd Basement (- 7.55 mtrs.)	Space for STP (double height) + U.G.W.T (double height) + Pump room + horizontal parking with 6 No. of car lifts.



Floors	Basement User	
1 st Basement (- 4.60 mtrs.)	Wing A	For Wing B to G
	Safe deposit vault/Locker	Space for STP (double height) + U.G.W.T (double height) + Horizontal parking with 6 No. of car lifts

Floors proposed to be used for:

Floor	Wing A	Wing B	Wing C
Ground Floor	Bank + Entrance lobby + Meter room	Surface/2 Tier stack car parking + Entrance lobby + meter room	Surface/2 Tier stack car parking + Entrance lobby + meter room

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1 st & 2 nd floor	Bank	4 No. of flats per floor	4 No. of flats per floor
3 rd to 6 th , 6 th to 13 th & 15 th floor.	4 No of flats per floor	4 No of flats per floor	4 No of flats per floor
7 th floor	3 No of flats + Refuge area	3 No. of flats Joint Refuge area	3 No. of flats
14 th floor	4 No of flats + Refuge area	3 No of flats + One Multipurpose room Joint Refuge area	3 No of flats + One Multipurpose room
16 th floor		4 No of flats	4 No of flats
Terrace	Open to sky		

Floor	Wing D	Wing E	Wing F	Wing G
Ground Floor	Entrance lobby + Meter room + Restaurant/ Eating house + F. F. Panel	Entrance lobby + Meter room + Dispensary/ Dental clinic	Entrance lobby + Meter room	Entrance lobby + Meter room
	Data processing/Computer shop (common) + E. sub Station		Community hall (common) + Society Office	
1 st floor	Dispensary/ Dental clinic		3 No. of Flats	3 No. of Flats
	Nursing home/Pathology Lab		Community hall (common)	
2 nd to 8 th floor	4 No. of flats per floor	4 No. of flats per floor	4 No. of flats per floor	4 No. of flats per floor
	3 No of flats	3 No of flats	3 No of flats	3 No of flats
9 th to 13 th floor	Joint Refuge area		Joint Refuge area	
	4 flats + Refuge area	4 flats + Refuge area	3 No of flats + One Multipurpose room + Refuge area	3 No of flats + One Multipurpose room + Refuge area
16 th floor	Swimming Pool + Part Terrace	Fitness Centre + Part Terrace		
Terrace	Open to sky			

Each wing (A to G) of the building has been provided with an enclosed type staircase having flight width of 1.50 mtrs. leading from Ground floor to Terrace level. The staircases are externally located & adequately ventilated to the outside air as shown on the enclosed plans.

Wing A has been proposed with internal enclosed staircase having flight width of 1.50 mtrs. leading from 1st basement to 2nd floor exclusively for bank

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User. Also one Service Lift is proposed leading from 1st basement to 2nd floor exclusively for bank user.

Nursing home (common to wing 'D' & 'E') & Dental clinic (in wing 'D'), have been proposed with two No. of internal staircases, having flight width of 1.50 mtrs. each, leading from Ground to 1st floor as shown in the plan.

Community hall (common to wing 'F' & 'G') have been proposed with one No. of internal staircases, having flight width of 1.50 mtrs. leading from Ground to 1st floor. Also, one No. of emergency exit from main staircase of wing 'F' is insisted by this department.

The basement has been provided with staircases as under:

Staircase flight width	No. of staircase	Leading from
1.20	4	Ground floor to 3 rd Basement
1.50	2	Ground floor to 2 nd Basement

Each wing (A to G) of the building has been proposed with two lifts. Two lifts are leading from Ground floor to top floor out of which, one of the lift will be converted in to fire lift. The lift lobby/common passage is natural ventilated to outside air on each floor level as shown on the enclosed plans.

The plot abuts on 12.20 mtrs. wide Existing Road on North side, 12.20 mtrs wide Existing road on South side & partially 12.20 mtrs wide Existing Road on West side.

The side open spaces around the building are as under.

The open spaces around wing 'A' of the building are as under:

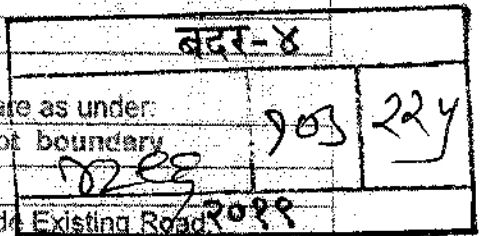
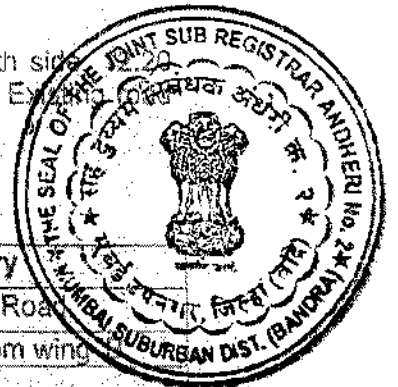
Side	From Bldg. line to plot boundary
North	3.60 to 3.84 mtrs. + 12.20 mtrs. wide Existing Road
South	6.00 from Recreational space to 7.24 mtrs. from wing
East	6.00 to 6.71 mtrs.
West	6.17 to 6.47 mtrs.

The open spaces around wing 'B' & 'C' of the building are as under:

Side	From Bldg. line to plot boundary
North	6.00 to 7.24 mtrs. from wing 'A'
South	5.28 to 8.56 mtrs. from wing D/wing E.
East	7.97 mtrs. including paved R.G.
West	7.97 to 8.84 mtrs.

The open spaces around wing 'D' & 'E' of the building are as under:

Side	From Bldg. line to plot boundary
North	6.00 to 8.56 mtrs. from wing C
South	3.60 to 4.22 mtrs. + 12.20 mtrs. wide Existing Road
East	6.40 to 6.46 mtrs.
West	8.32 to 12.57 mtrs. + 12.20 mtrs. wide Existing Road



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The open spaces around wing 'F' & 'G' of the building are as under:

Side	From Bldg. line to plot boundary
North	6.72 to 8.05 mtrs.
South	6.01 to 9.69 mtrs. from wing 'E'
East	7.14 to 8.19 mtrs.
West	8.20 mtrs. including paved R.G.

The Refuge area provided for wing 'A' are as follows:

Refuge area Floor	Refuge area at a height from Ground level	Refuge area Required	Refuge area proposed
7 th floor	+23.90 mtrs.	87.96 sq. mtrs.	89.69 sq. mtrs.
14 th floor	+44.20 mtrs.	25.15 sq. mtrs.	25.44 sq. mtrs.

The Joint Refuge area provided for wing 'B' & 'C' are as follows:

Refuge area Floor	Refuge area at a height from Ground level	Refuge area Required	Refuge area proposed
7 th floor	+22.05 mtrs.	150.11 sq. mtrs.	160.11 sq. mtrs.
14 th floor	+42.00 mtrs.	68.42 sq. mtrs.	68.42 sq. mtrs.

The Joint Refuge area at 7th floor provided for wing 'D' & 'E' are as follows:

Refuge area Floor	Refuge area at a height from Ground level	Refuge area Required	Refuge area proposed
7 th floor	+23.40 mtrs.	181.14 sq. mtrs.	181.17 sq. mtrs.

The Refuge area at 14th floor provided for wing 'D' & 'E' are as follows:

Refuge area Floor	Refuge area at a height from Ground level	Refuge area Required	Refuge area proposed
14 th floor	+43.70 mtrs.	26.00 sq. mtrs.	26.10 sq. mtrs.
14 th floor	+43.70 mtrs.	25.87 sq. mtrs.	25.10 sq. mtrs.

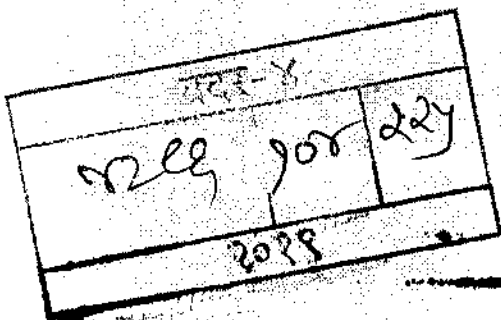
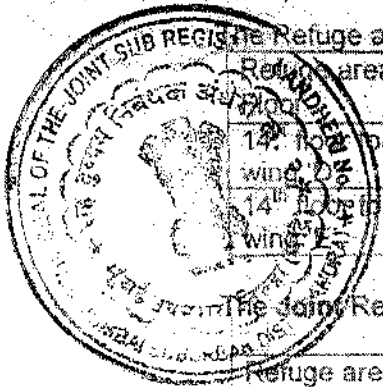
The Joint Refuge area at 14th floor provided for wing 'F' & 'G' are as follows:

Refuge area Floor	Refuge area at a height from Ground level	Refuge area Required	Refuge area proposed
7 th floor	+22.05 mtrs.	147.19 sq. mtrs.	147.19 sq. mtrs.
14 th floor	+42.00 mtrs.	62.84 sq. mtrs.	62.84 sq. mtrs.

In addition to above, terrace of each wing of the building will be treated as refuge area.

The proposal has been considered favorably in view of the facts that:

- i) The proposal is redevelopment of existing building.
- ii) The proposal is part of MHADA Layout as per DCR 33 (5)



- iii) The plot abuts on 12.20 mtrs. wide Existing Road on North side, 12.20 mtrs wide Existing road on South side & partially 12.20 mtrs wide Existing road on West side.
- iv) Automatic sprinkler system shall be provided in entire building i.e. in lift lobby/passage, in each habitable flat on each floor, in each wing, in each basement, in restaurant/eating house, in Dispensary/Dental clinic, in Data processing/Computer shop, Community hall, in Nursing Home/Pathology Lab. etc.
- v) The lift lobby / common passage in each wing at each floor level are ventilated to outside air. This will facilitate speedy egress of smoke.
- vi) Automatic smoke detection system provided in restaurant/eating house, in Dispensary/Dental clinic, in Data processing/Computer shop, Community hall, in Nursing home/Pathological, in each electric meter room and in each lift machine room.
- vii) During construction stage and before the final occupation party agreed to comply additional requirement stipulated by Mumbai Fire Brigade Officer, as may be feasible.

ix) Standby fire pump shall be provided.

In view of the above, as far as this department is concerned, there would be no objection for the proposed construction of a Highrise Residential cum Commercial building comprising of seven wings - 'A' to 'G'. Wing 'A' is having 3 level common basement (having depth of -10.50 mtrs.) + Ground floor + 15 upper floors with a height of 50.00 mtrs. Wing 'B' & 'C' are having 3 level common basement (having depth of -10.50 mtrs.) + Ground floor on Stilts + 16 upper floors with a height of 50.55 mtrs. Wing 'D' is having 3 level common basement (having depth of -10.50 mtrs.) + Ground floor + 15 upper floors with a height of 49.50 mtrs. Wing 'E' is having 3 level common basement (having depth of -10.50 mtrs.) + Ground floor + 16 upper floors (part 16th floor) with a height of 50.55 mtrs. Wing 'F' & 'G' are having 3 level common basement (having depth of -10.50 mtrs.) + Ground floor + 16 upper floors with a height of 50.55 mtrs. Details shown on the enclosed plans, signed in token of approval, showing satisfactory compliance of the following requirements.

1. ACCESS:

There shall be no compound wall on road sides i.e. North, South and West side. The courtyards shall be flushed with the road levels and kept free from obstruction at all times. However removable bollards with link chain will be permitted.

2. COURTYARDS:

- i) The available courtyards on all the sides of the building (part of R. G. area shown hatched) shall be paved suitably to bear the load of fire engines weighting up to 48 M. tones with point load of 10 kgs/sq cm.
- ii) All the courtyards shall be in one plane.
- iii) The courtyards shall be kept free from obstruction at all times.
- iv) No structure of any type shall be permitted in courtyards of the building.

3. BASEMENT:

- i) Basement forming part of Courtyard shall be paved suitably to bear the load of fire engines weighting up to 48 M. tones with point load of 10



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kg/sq cm. and certificate to that effect shall be submitted at the time of applying for Occupation Certificate

- ii) All the three level Basements shall be separately ventilated with ventilation cut outs / Vents with cross sectional area (Aggregate) not less than 2.5 % of the floor area as shown on the plan. Alternatively, a system of air inlets shall be provided at basement floor level and smoke outlets at basement ceiling level. Inlets & 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.
 - iii) The basements shall be used for designated purpose only as shown in the plan.
 - iv) The basement shall be provided with natural ventilations through the ventilation cut outs as shown in the plan.
 - v) The staircases 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 and through smoke check / cut off lobby. The smoke check / cut off lobby shall be mechanically pressurized.
 - vi) Mechanical ventilation shall be provided to each basement with 06 air changes per hour with an arrangement to accelerate the rate of air changes to 12 per hour in the event of a fire emergency.
 - vii) The ducts of the mechanical ventilations system shall be of substantial metal gauge as per the relevant I.S. standard.
 - viii) The operating switches of the mechanical ventilation shall be located in the fire control room with appropriate zonal indications.
 - ix) Exhaust duct shall be provided to draw out exhaust at ground level or the basement.
 - x) Suitable signages shall be provided in each basement showing exit direction, way to exits etc.
- Automatic sprinkler system shall be provided in each basement. These systems shall be installed as per the standard laid down by T.A.C. and relevant I.S. specifications
- Smoke check lobby, Staircases, common passages & escape routes of the entire building shall be painted with fire retardant paint.
- ii) One Dry Chemical Powder fire extinguisher ABC type of 69 kgs Capacity each shall be kept for every 100 sq. mtrs. area in basement.
 - xiv) 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.
 - xv) The staircase of the basement & the associated lift lobbies shall be pressurized in the event of fire. The pressure in this enclosed staircase and enclosed lift lobbies shall be maintained not less than 5.0 m. W.G. & 2.5 mm W.G. for lift lobbies.
 - xvi) CO Detector with audible alarm system shall be provided to all the basement areas and the circuit of the same shall be given / connected to mechanical ventilation system to start automatically on actuation of CO detector and the other detectors provided in the basement.
 - xvii) Ventilation system shall start automatically on actuation of detector provided in the basement area.



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xviii) Exhaust duct, mechanical ventilation duct should not pass through exit or entry.

xix) The interconnectivity between (exit / entrance) between two compartments shall be protected by fire curtain having four hours fire resistance.

4. Horizontal / Stack Car Parking :

- i) Horizontal / Stack car parking shall be restricted to the designated area as per shown on the plan.
- ii) Drainage of the car parking area shall be laid independent from that of the buildings and it shall be provided with catch pit and fire trap before connecting the building drainage or Municipal drainage.
- iii) Dwelling, use of naked light / flame, repairing / maintenance of vehicles shall be strictly prohibited in the parking area.
- iv) Structural design shall be constructed of steel construction.
- v) Vertical deck separation having multi - car parking level, vertical separation between the upper and lower decks by using the non - perforated and non combustible materials (structural steel plate) shall be provided. This is to minimize direct impingement of flame to the car in the upper deck and also to prevent dripping of any possible leaking fuel to the lower deck.
- vi) Elements of the car parking structure shall have 1 hr. fire resistance.
- vii) Automatic sprinkler system shall be provided for two layer stack car parking in such a way to cover each parking level. Parking area shall be accessible by trained staff when carrying out the maintenance work.
- viii) The parking system is to be ceased during the maintenance operation.

5. STAIRCASE (Each Wing)

- i) The layout of all the staircases shall be of enclosed type as shown in the plan throughout its height and shall be approached from each floor level through one hour fire resistant self closing door (45 mm. thickness) placed in the enclosing walls of the staircase at landing.
- ii) Staircase shall be terminated on ground floor to access three level basements.
- iii) Permanent vent at the top equal to 5% of the cross section of the staircase shall be provided.
- iv) Open able sashes or R.C.C. grills with clear opening of not less than 0.5 sq.mtr. per landing on the external wall of the staircase shall be provided.
- v) No combustibles shall be kept or stored in staircase / passages.
- vi) The terrace door shall be provided in following manners:
 - a) The top of portion of the door shall be provided with louvers.
 - b) The single latch lock shall be installed from the terrace side at the height of not more than one meter.
 - c) The glass front of 6 inch dia. with the breakable glass shall be provided just above the single latch lock, as to open the latch in emergency.
 - d) The door shall either be fitted with magnetic lock connected to console and detected system or shall be synchronized with fire detection and alarm system.



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6. ELECTRIC CABLE, SHAFT AND ELECTRIC METER ROOM : (Each Wing)

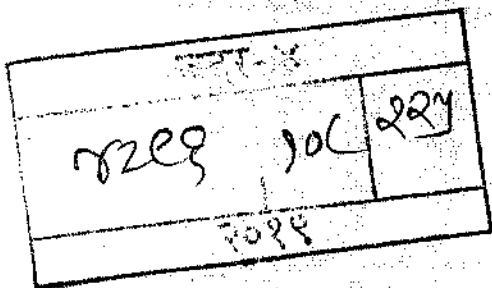
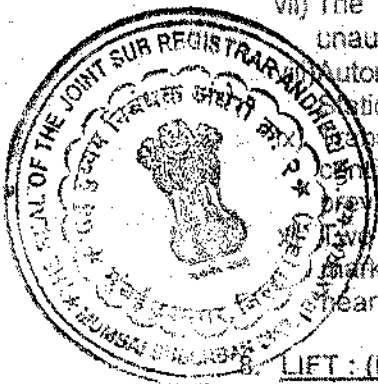
- i) Electric cables shall not pass through the staircase walls or shall be taken in concealed manner.
- ii) Inspection door for the shaft shall have two hours fire resistance.
- iii) Electric meter box shall be provided at ground floor level at location marked on the plan. It shall be adequately ventilated.
- iv) Electrical shafts shall be sealed at each floor level with non-combustible material such as vermiculate concrete.
- v) Electric wiring shall be having copper core having the fire resistance and low smoke hazard cables for the entire building with provision of ELCB / MCS.
- vi) Electric shaft shall be painted with fire retardant inflorescent paint.

7. ELECTRIC SUB-STATION (Dry Type) :

- i) The construction of electric sub-station shall be confirm to the rules under Indian Electricity Act. It shall be provided with ventilation in the external wall as prescribed.
- ii) The electric sub-station shall be of dry type.
- iii) Electric substation transformer shall be constructed as per the Indian electricity act & the room rules framed thereafter, at the location marked on the plan.
- iv) Sub-Station shall be provided with fire detection system.
- v) The door of the Sub-Station shall be of two hours fire resistance.
- vi) The capacity of the Electric Sub-Station shall be as per service provider's requirements.
- vii) The Electric Sub-Station area shall be kept protected & no unauthorized person shall be allowed to enter in the area.
- viii) Automatic built-in-circuit breakers shall be provided in the Electric Sub-station.
- ix) Transformer shall be suitably insulated and shall be designed for continuous operation at rated KVA at the secondary terminal under the prevailing service condition at a higher rated voltage.
- x) Two ABC type fire extinguishers having capacity of 09 kgs of BIS marked and four sand buckets filled with cleaned sand shall be kept near electric substation.

LIFT : (Each Wing)

- i) Walls enclosing lift shaft shall have a fire resistance of not less than two hours.
- ii) Shafts shall have permanent vent of not less than 0.2 sq. mtrs in clear area immediately under the machine room.
- iii) Landing doors and lift car doors of the lifts shall be of steel shuttered with fire resistance of one hour. No collapsible shutter shall be permitted.
- iv) One of the lift shall be converted into fire lift and shall be as per specifications laid down under the regulations.



9. FIRE LIFT : (Each Wing)

- i) 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.
- ii) 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 k.g. (8 persons lift) with automatic closing doors of minimum 0.8 m. width.
- iii) 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 paneling or sheet steel construction shall be operated on 24 volt supply.
- iv) 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.
- v) In case of failure of normal electric supply, it shall automatically changeover to alternate supply. For apartment houses, 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.
- vi) 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. When the switch is off, the lift will return to normal work. This control can be used by the occupants in normal times.
- vii) The words 'Fire lift' shall be conspicuously displayed in fluorescent paint on the lift landing doors at each floor level.
- viii) The speed of the fire lift shall be such that it can reach the top floor from ground level with in one minute.
- ix) Fire lift shall be constructed as per prevailing Indian & International standard.



10. CORRIDOR / LIFT LOBBY: (Each Wing)

- i) Corridor / lift lobby at each floor level shall be naturally ventilated.
- ii) The common corridor / lift lobby at each floor level shall be kept free from obstructions at all times.
- iii) Proper signage for way to staircase, escape routes, staircase, floor nos. etc. shall be provided at each floor of building.
- iv) Smoke check lobby shall be provided in upper & lower level basement.

11. ESCAPE ROUTE LIGHTING : (Each Wing)

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

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12. FLATS/ ENTRANCE & KITCHEN DOORS (Each Wing), RESTAURANT, DISPENSARY, NURSING HOME, COMMUNITY HALL AND FITNESS CENTER DOOR :

Flat entrance & Kitchen doors, Restaurant door, Dispensary door, Nursing

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Home door, Community Hall door, refuge area door, fitness center door and staircase door shall be of solid core having fire resistance of not less than one hour (solid wood of 45 mm thickness.)

13. FIRE FIGHTING REQUIREMENTS :

A) UNDERGROUND WATER STORAGE TANK: (Common for all wings)

An underground water storage tank of Four Lac 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 near the entrance of the building.

B) OVERHEAD WATER STORAGE TANK : (Each Wing)

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

C) WET RISER CUM DOWN COMER : (Each Wing)

Wet riser-cum-down comer of internal dia. of 15 cms. G.I./C" class pipe shall be provided in the duct as shown on plan with twin hydrant outlet and hose reel at each floor in such a way as not to reduce the width of the common passage/ staircase. Pressure reducing discs or orifices shall be provided at lower level, so as not to exceed the pressure of 5.5 kgs. /sq.cms. The wet riser shall be extended upto 3rd basement level.

D) FIRE SERVICE INLET:

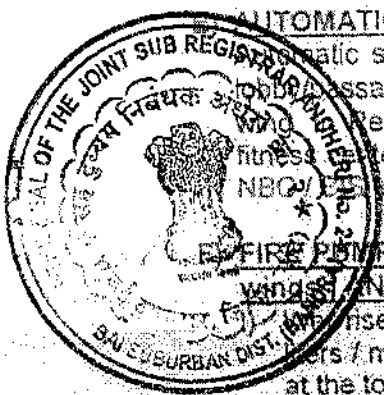
- i) A fire service inlet on the external face of the building near the tank directly fronting the courtyards shall be provide to connect the mobile pump of the fire service to (a) The wet riser (b) Automatic Sprinkler system (c) Drencher system
- ii) Breaching connection inlet shall be provided to refill U.G. tank.
- iii) Operating switches of fire pumps shall be also provided in glass fronted boxes at ground floor.

AUTOMATIC SPRINKLER SYSTEM :

Automatic sprinkler system shall be provided in entire building i.e. in all common passage in each wing, in each habitable flat on each floor in each Restaurant, Dispensary, Nursing Home, Community Hall, Bank, fitness center and in each basement etc. as per the standard laid down by NBC/ ISI specification.

FIRE PUMP, SPRINKLER PUMP, JOCKEY PUMP (common for all the wings) AND BOOSTER PUMP(Seprate for each wing) :

- i) Fire pump shall be connected to a fire pump at ground level of 2400 litres / min capacity giving a pressure of not less than 3.2 kgs / sq.cms. at the topmost hydrant along with jockey pump of a suitable size.
- ii) Booster pump capacity of 900 litres / min. having a pressure of not less than 3.2 kgs. / sq.cms. at the topmost hydrant outlet of the wet riser-cum-down comer shall be provided at the terrace level.



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- vi) Separate remote switches for booster pumps shall be provided on top three floors and ground floor level near main fire panel board.
- vii) A sprinkler pump of suitable capacity along with jockey pump shall be provided for automatic sprinkler system.
- viii) Electric supply (normal) to these pumps shall be on independent circuit.
- ix) Four hose boxes, each with two hoses of length 50 feet standard size and branch shall be equally distributed near wet riser landing valve in both the basement and ground floor area.
- x) ON/OFF switch panel of all pumps shall be installed on ground floor level.
- xi) All above pump should be surface mounted or vertical turbine type pump (submersible type pump not permitted) with adequate size of pump room.
- xii) Standby equipment shall be provided.

G) EXTERNAL HYDRANTS:

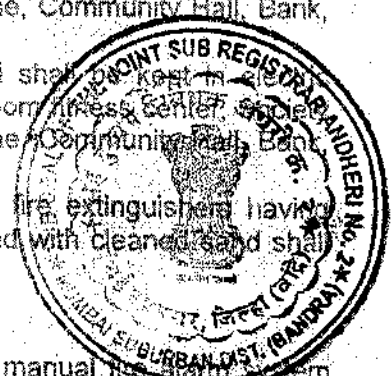
Courtyard hydrants shall be provided at distance of 30.00 mtrs each within the confines of the site of the wet riser-cum-down comer. Hose box with two hose & branch shall be equally distributed on each basement, ground floor, podium floor near the hydrant outlet.

H) ALTERNATE SOURCE OF POWER SUPPLY / D. G. SET :

An alternate source of L.V. / H.V. supply from a separate sub-station and 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 and manual fire alarm system, fire lift and smoke detection system etc.

I) PORTABLE FIRE EXTINGUISHERS :

- i) One Dry Chemical Powder (ABC Type) BIS marked portable fire extinguishers having capacity of 9 kgs shall be provided in electric meter rooms, lift machine rooms, pump room, fitness center, Society office, Restaurant, Dispensary, Nursing Home, Community Hall, Bank, fitness center and in each basement
- ii) Two sand buckets filled with cleaned sand shall be kept in electric meter room and lift machine rooms, pump room, fitness center, Society office, Restaurant, Dispensary, Nursing Home, Community Hall, Bank, fitness center and in each basement
- iii) Two ABC Type New BIS marked portable fire extinguishers having capacity of 9 kgs and two sand buckets filled with cleaned sand shall be kept near the electric substation.



14. MANUAL FIRE ALARM SYSTEM: (Each Wing)

Each wing of the building shall be provided with manual fire alarm system with main control panel at ground floor level and pull-boxes and hooters at each upper floor level in accordance with B.I.S. specification.

15. AUTOMATIC SMOKE DETECTION SYSTEM :

The electric meter room (Each wing), lift machine room (Each wing), fitness center, Society office, Restaurant, Dispensary, Nursing Home, Community

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Hall, Bank, fitness center, in each basement and sub-station shall be provided with Automatic smoke detection system.

16. SIGNAGES : (Each Wing)

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

17. TRAINED STAFF / SECURITY GUARDS:

The trained staff / Security guards having basic knowledge of fire fighting & fix fire fighting installation shall be provided / posted in the building. They will be responsible for the following;

- i) Maintenance of all the first aid fire fighting equipments, fixed installations & other fire fighting equipments / appliance in good working condition at all times.
- ii) Imparting training to the occupants of the building in the use of firefighting equipment provided on the premises & kept them informed about the fire & other emergency evacuation procedures.

18. FIRE DRILLS/EVACUATION DRILLS:

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

19. REFUGE AREA: (Each Wing)

A) The following requirements shall be complied with in respect of refuge area provided at 7th and 14th floor level of the building.

- i) The layout of refuge area shall not be changed/ modified at any time in future.
- ii) Refuge area shall be provided with railing/parapet of 1.10 mtrs. height on external sides and shall be of sound construction.
- iii) Refuge area shall be segregated by brick masonry partition wall of 6" thickness or RCC wall of 6" thickness and access to refuge area shall be gained through half an hour fire resistance self closing door.
- iv) There shall not be any opening into the refuge area from any portion of the occupied premises.

Refuge areas shall be earmarked exclusively used for the use of occupants as temporary shelter and for the use of Fire Brigade department or any other organisation dealing with fire or other emergencies when occur in the building and also for exercises/drills if conducted by Fire Brigade Department.

Refuge area shall not be allowed to be used for any other purpose and shall be the responsibility of the owner/occupiers to maintain the same clean and free of encumbrances and encroachments at all times. Entrance door to the refuge area shall be painted or fixed with a sign painted in luminous paint mentioning Refuge area in case of Emergency.

- viii) Adequate drinking water facilities shall be provided in the refuge areas.
- ix) Adequate emergency lighting facility connected to electric circuits of staircase/corridor lighting shall be provided in refuge area.



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- b) Terrace floor of each wing of the building shall also be treated as refuge area and shall be provided with as under.
- Entrance door to the refuge area shall be painted or fixed with a sign painted in luminous paint mentioning Refuge area in case of Emergency.
 - Adequate drinking water facilities shall be provided in the refuge areas.
 - Adequate emergency lighting facility connected to electric circuits of staircase/corridor lighting shall be provided in refuge area.

The width of the Building road/Access road, open spaces mentioned in the N.O.C. are as per plans submitted by Architect, attached herewith. These parameters shall be verified by E.E.B.P.(W.S.) before granting any permission(I.O.D./C.C./further C.C.).If found any contradiction, the proposal shall be referred back to this Department.

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

The Party has paid Scrutiny fee of Rs. 18,82,140 /- vide Receipt No. 0016360 & SAP Doc. No. 1002895932 dated 10.03.2017 on the total gross built-up area of 46260 sq. mtrs. as certified by the Architect vide his letter dated 02.02.2017.

However, E.E.B.P.(W.S.) is requested to verify the gross built up area & inform this department if it is more for the purpose of levying additional fee, if necessary.

NOTE:

- This NOC is issued from fire safety point of view only.
- The fire-fighting installation shall be carried out by licensed approved agency.
- The area calculation shown in the enclosed plan shall be checked by E.E.B.P. (W.S.).
- E.E.B.P. (W.S.) shall verify the proposal as per amended DC work and all other requirements pertaining to civil Engineering side like open spaces, corridors, staircases, height, refuge area in sq. mtrs. & floor occupancy of the building and also in context with Hon. M.C.'s circulars issued u/n. Ch.E./32545/DP-Gen dated 24/02/2015 & u/no. Ch.E./34194/DP/Gen dated 10/03/2015 and verify the compliance as per the above said circulars. If the same is not complied with, this proposal shall be referred back to this department for issuing fresh NOC.
- Necessary permission shall be obtained for swimming pool from competent MCGM authorities.
- The following documents shall be submitted at the time of final occupation.



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- a. The test certificate of fire pump / booster pump / sprinkler pump / jockey pump from the manufacturer of the pumps.
- b. The structural stability certificate of slab / courtyard from the structural engineer.
- c. The certificate from authorized licensed agency for installation and completion of fire fighting system as per Maharashtra Fire Prevention and Life Safety Measures Act 2006.


 Chief Fire Officer
 Mumbai Fire Brigade



२०२१-४		
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(1) Whoever fells any tree or causes any tree to be felled in contraventions of the provisions of the Act or without reasonable excuse fails to comply with any order issued or condition imposed by the Tree Officer or the Tree Authority or voluntarily obstructs any member of the Tree Authority or the Tree Officer or any Officers and Servants subordinate to him in the discharge of their functions under this Act, shall, on conviction, be punished with the fine of not less than one thousand rupees which may extend upto five thousand rupees for every offence and also with imprisonment for a term of not less than one week.

(2) The felling or causing of felling of each tree without the permission of the Tree Authority shall constitute a separate offence.

As per direction of the Tree Authority, you are hereby directed to submit the photographs taken while transplanting of trees and the C.D. of the transplantation of the trees, so as to ensure proper transplantation of the trees.

As per the Tree Authority's Resolution no. 500, dt. 18-3-2011, you are also requested to plant indigenous variety of trees having circumference of 6" above and height of 10'-12' above. The list of indigenous variety of trees is enclosed herewith for your ready reference and compliance.

You are requested to contact Horticultural Assistant/Jr. Tree Officer (P/North) Ward to monitor the technical aspects for transplantation and plantation of trees whose contact No. 9892470221.

Thanking you.

Yours faithfully,

S.A.
Supdt. of Gardens
& Tree Officer

Copy to :-

✓ 1] M/s. Space Moulders
281/2229, Motilal Nagar No. 1,
Shreerang Sable Marg,
Goregaon (W), Mumbai - 400 104.



9/21/18
Supdt. of Gardens
& Tree Officer

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ANNEXURE - 'F8'

BRIHANMUMBAI MAHANAGARPALIKA
No.KW/AA&C/TCC/99/2017-18
No.KW/AA&C/2152/2017-18

4 SEP 2017

Asstt. Assessor & Collector K/W Ward
Municipal Corporation of Greater Mumbai
3rd Floor, Opp. Andheri BEST Bus Depot,
S. V. Road, Andheri (West),
Mumbai - 400 058.

To,
CHAIRMAN / SECRETARY.
SAMUDRA DARSHAN CHS LTD.
Dadabhai Naoroji Nagar, (Vibhag 2),
Jaiprakash Road,
Andheri-(West),
Mumbai- 400 053.

Sub:-Tax Clearance Certificate in respect of the

Property SAC No.1) KW-30-0418-00-8-0000

2) KW-30-0421-00-9-0000

3) KW-30-0422-00-5-0000

4) KW-30-0423-00-1-0000

5) KW-30-0424-00-8-0000

situated at Versova Road and J.P.Road.

Ref:-Your letter dated 24-08-2017

received by this office on dtd.28-08-2017

Sir,

This is to certify that, property tax bills in respect of above stated properties are paid up to the period 31-03-2018, subject to further any.



Yours faithfully,

M. M. Mulla
28/09/2017
Asstt. Assessor and Collector
K/West Ward

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ANNEXURE - 'F10'

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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. CHE/WS/2105/KW/337(NEW)

MEMORANDUM

Municipal Office,
Mumbai

To,

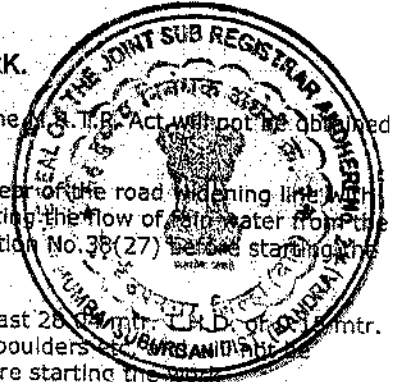
Samudra Darshan Gruhpravesh L.L.P. C.A. to Owner.

1st Floor, Premsons Shopping Centre, Station Road, Jogeshwari (East) Mumbai - 400 060

With reference to your Notice 337 (New), letter No. 0 dated 15/5/2017 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed redevelopment of existing bldg. No. 9, 12, 13, 14, & OB-4 alongwith OB-3, on C.T.S. No. 195 (pt.), S. No. 106-A, MHADA layout, D. N. Nagar, J. P. Road, Andheri (West), Mumbai., CTS NO.195(pt.) furnished to me under your letter, dated 15/5/2017. 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 :-

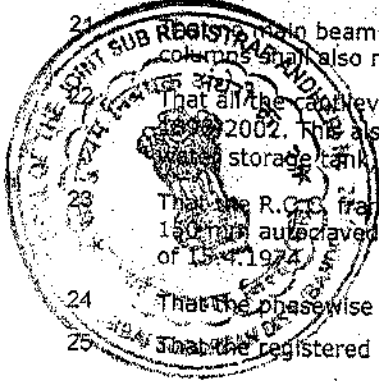
A: CONDITIONS TO BE COMPILED WITH BEFORE STARTING THE WORK.

- 1 That the commencement certificate under section 44/69 (1)(a) of the M.C.A. Act, without being obtained before starting the proposed work.
- 2 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 as per D.C. Regulation No. 38(27) before starting the Work.
- 3 That the low lying plot will not be filled up to a reduced level of atleast 28 cmtr. above adjoining road level whichever is higher with murum, earth, boulders levelled, rolled and consolidated and sloped towards road side, before starting the work.
- 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 and for existing building showing adequacy thereof to take up the additional load will not be submitted before C.C.
- 6 That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout will not be submitted before C.C.



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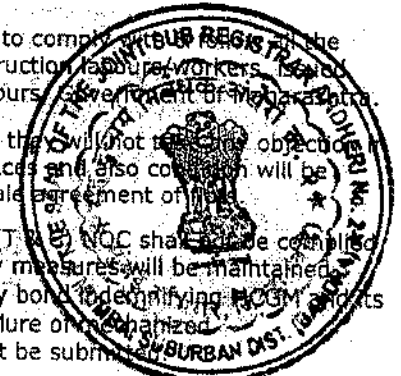
- 7 That undertaking shall not be submitted to demolish all the existing structures under the supervision of qualified structural engineer & experienced/expert demolition agency.
- 8 That the Speaking order of V.P.& CEO, MHADA regarding allotment of additional area to the OB No.3 & 4 shall not be Complied with and RUT to that effect shall not be submitted before CC.
- 9 That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
- 10 That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.
- 11 That the requirements of N.O.C. of (i) Reliance Energy /Tata Power, [ii] S.G. [iii] P.C.O., [iv] A. A. & C. (K-West), [v] S.P. [vi] S.W.D., [vii] M.T.N.L., [viii] H.E. will not be obtained and the requisitions if any will not be complied with before occupation certificate / B.C.C.
- 12 That the qualified/registered site supervisor through architect/structural Engineer will not be appointed before applying for C.C.
- 13 That "All Dues Clearance Certificate" related to H.E.'s dept. from the concerned A.E.W.W. [K-West Ward] shall not be submitted before applying for C.C.
- 14 That the development charges as per M.R.T.P. (amendment) Act 1992 will not be paid.
- 15 That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible FSI shall not be submitted before asking for C.C.
- 16 That the requisite premium as intimated will not be paid before applying for C.C.
- 17 That the registered undertaking shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.
- 18 That the Janata Insurance Policy in the name of site or policy to cover the compensation claims arising out of workman's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the construction work.
- 19 That the soil investigation will not be done and report thereof will not be submitted with structural design.
- 20 That the building will not be designed with the requirements of all relevant IS codes including IS code 1893 for earthquake design while granting occupation certificate from Structural Engineer to that effect will be insisted.
- 21 That the main beam in 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.
- 22 That all the cantilevers [projections] shall not be designed for five times the load as per I.S. code 2002. This also includes the columns projecting beyond the terrace and carrying the overhead storage tank, etc.
- 23 That in R.C.C. framed structures, the external walls shall be less than 230 mm, if in brick masonry or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No. CE/5591 of 15.4.1974.
- 24 That the phasewise programme for removal of the debris shall not be submitted and got approved.
- 25 That the registered undertaking for not misusing the part / pocket terraces / A.H.U.s. and area claimed



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No. CHE/WS/2105/KW/337(NEW)

- free of F.S.I. will not be submitted.
- 26 That the registered undertaking for water proofing of terrace and Nahani traps shall not be submitted.
- 27 That the N.O.C. from E.E. [T&C] for parking layout in the basement / podium shall not be submitted.
- 28 That the Indemnity Bond for compliance of I.O.D. conditions shall not be submitted.
- 29 That the owner / developer shall not display a board at site before starting the work giving the details such as name and address of the owner / developer, architect and structural engineer, approval no. and date of the layout and building proposal, date of issue of C.C., area of the plot, permissible built up area, built up area approved, number of floors etc.
- 30 That the design for Rain Water Harvesting System from Consultant as per Govt. notification under Sec.37[2] of MR&T.P. Act, 1966 under No.TPB-4307/396/CR-24/2007/UD-11dt.6/6/2007 shall not be submitted.
- 31 That the authorized Pvt .Pest Control Agency to give anti malaria treatment shall not be appointed in consultation with P.C.O.
- 32 That the RUT shall not be submitted by the developer to sell the tenements/flats on carpet area basis only and to abide by the provision of MOFA (Act) amended upto date and the I.B. indemnifying the MCGM and its employees from any legal complications arising due to MOFA, will be submitted.
- 33 That the 'Debris Management Plan' shall not be got approved from Executive Engineer [Env.] and the conditions therein shall not be complied with.
- 34 That the N.O.C. from Collector - M.S.D. for excavation of land shall not be submitted
- 35 That remarks / specifications regarding formation level and construction of road from the office of Dy. Chief Engineer [Roads]W.S. shall not be obtained before applying for C.C.
- 36 That the labour welfare tax as per circular No. Dy.Ch.Eng/3663/BP (City) Dt. 30.9.2011 shall not be paid before asking for C.C.
- 37 The developer shall not submit the registered undertaking agreeing to comply with the rules, regulations, circulars, directives related to the safety of construction labourers/workers. From time to time by the department of building & other construction labours.
- 38 That the R.U.T. shall not be submitted by the developer stating that they will not raise any objection in future for the development on adjoining plot with deficient open spaces and also condition will be incorporated about deficient open spaces of proposed bldg. in the sale agreement of plot.
- 39 That the Registered Undertaking stating that the conditions of E.E. (T & C) NOC shall be complied with and to that effect the mechanized parking equipped with safety measures will be maintained permanently in safe condition to avoid any mishap and an indemnity bond to indemnify MCGM and its officers against any litigation, costs, damages, etc. arising out of failure of mechanized parking system /nuisance due to mechanized system to any person shall not be submitted.
- 40 That the R.U.T. shall not be submitted by the developer stating that fungible compensatory FSI for rehabilitation component shall not be used for sale component.
- 41 That the registered undertaking shall not be submitted for payment of difference for fungible, open space deficiency or any type of premium retrospectively as & when demanded by M.C.G.M.
- 42 That the work shall not be carried out between sunrise and sunset between 6.00 am to 10.00 pm only in accordance with Rule 54(3) of the Noise Pollution (Regulation & Control) Rules, 2000 and the provision of notification issued by Ministry of Environment and Forest department from time to time shall not be duly observed. (as per circular No.ChE/DP/7749/Gen/dtd.07.06.2010)



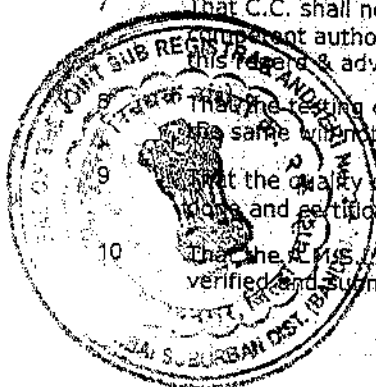
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No. CHE/WS/2105/KW/337(NEW)

- 43 That all the structural members below the ground shall not be designed considering the effect of chlorinated water, sulphur water, seepage water, etc. and any other possible chemical effect and due care while constructing the same shall not be taken and completion certificate to that effect shall not be submitted from the Licensed Structural Engineer.
- 44 That the R.U.T. shall not be submitted by the owner/developer for maintaining the noise levels as per the norms of Pollution Control Board.
- 45 That the R.U.T. shall not be submitted for not misusing the additional parking proposed for full potential of F.S.I. and will count the same in FSI or will be handed over to M.C.G.M. free of cost, if the building is not constructed for full potential.
- 46 That the dry and wet garbage shall not be separated and the wet garbage generated in the building shall not be treated separately on the same plot by the residents/ occupants of the building in the jurisdiction of M.C.G.M. The necessary condition in Sale Agreement to that effect shall not be incorporated by the Developer, as per the circular No.CHE/DP/00024/GEN dt.02.04.2016.
- 47 That the approval of Plans is Subject to Out Come of the Hon.Court Order and RUT cum Indemnity bond to that effect in the matter of O.B. 3 shall not be submitted.
- 48 That the NOC from MOEF shall not be submitted
- 49 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.
- 50 That the RUT regarding handing over of excess parking to MCGM shall not be submitted
- 51 That the agreement of the proposed Bank shall not be submitted before FCC.
- 52 That remarks regarding RL from AE Survey & EETC shall not be submitted.

C: CONDITIONS TO BE COMPILED BEFORE FURTHER C.C

- 1 That the notice in the form of appendix XVI of D.C.R. shall not be submitted on completion of plinth.
- 2 That N.O.C. from Civil Aviation department will not be obtained for the proposed height of the building.
- 3 That the debris shall not be transported to the respective Municipal dumping site and challan to that effect shall not be submitted to this office for record.
- 4 That the N.O.C. from A.A. & C. [K-West] shall not be submitted.
- 5 That the plinth stability certificate from R.C.C. consultant shall not be submitted.
- 6 That the work-start notice shall not be submitted.
- 7 That C.C. shall not be granted beyond plinth level unless the concerned owner / builder satisfies the competent authority that he has moved the concerned authorities/utilities for providing connection in this regard & advance connection [not commissioned] is taken as per the specifications.
- 8 That the testing of building material to be used on the subject work shall not be done and results of the same will not be submitted periodically.
- 9 That the quality control for building work / for structural work / supervision of the work shall not be done and certificate to that effect shall not be submitted periodically in proforma.
- 10 That the RL MS of the completed work upto plinth/stilt/podium level, as applicable, shall not be verified and submitted from M/S G.V.K. Ltd.



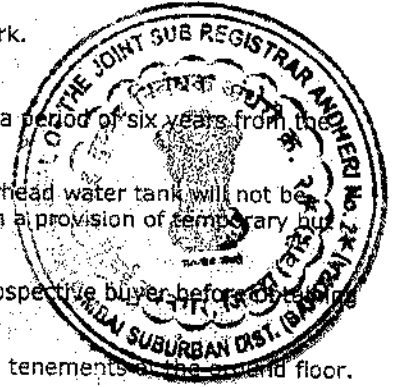
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- 11 12. That condition in the sale agreement for multi purpose rooms are proposed with inadequate size of rooms, floor to floor height is 2.85 mt. , artificial ventilation shaft & inner chowks are of inadequate size and the mix user proposed in the building shall not be submitted.
- 12 That requisite payments to MCGM as per MHADA NOC shall not be paid .
- 13 That the extra water and sewerage charges shall be paid to Asst.Engineer, Water Works, before C.C.

D: GENERAL CONDITIONS TO BE COMPILED BEFORE O.C

- 1 That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, O.H. tank etc. for Nursing home, user will not be provided and that the drainage system or the residential part of the building will not be affected.
- 2 That some of drains will not be laid internally with C.I. pipes.
- 3 That the dust bin will not be provided as per C.E.'s circular No. CE/9297/II dated 26.6.1978.
- 4 That the surface drainage arrangement will not be made in consultation with E.E.(S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C.
- 5 That the 10' wide paved pathway upto staircase will not be provided.
- 6 That the surrounding open spaces, parking spaces and terrace will not be kept open and un built upon and will not be leveled and developed before requesting to grant permission to occupy the bldg. or submitting the.B.C.C. whichever is earlier.
- 7 That the name plate/board showing plot no., name of the bldg. etc. shall not be displayed at a prominent place before O.C.C./B.C.C.
- 8 That the carriage entrance will not be provided before starting the work.
- 9 That the parking spaces will not be provided as per D.C.R. No.36.
- 10 That IOD and debris deposit etc. will not be claimed for refund within a period of six years from the date of occupation.
- 11 That every part of the building constructed and more particularly overhead water tank will not be provided with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 12 That the owner/developer will not hand over the possession to the prospective buyer before obtaining occupation permission.
- 13 That the letter box of appropriate size shall not be provided for all the tenements on the ground floor.
- 14 That the infrastructural works such as construction of hand-holes / manholes, ducts for underground cables, concealed wiring inside the flats/rooms, room / space for telecom installations etc. required for providing telecom services shall not be provided.
- 15 That the regulation No.45 and 46 of D.C. Reg. 1991 shall not be compiled with.
- 16 That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 300 Sq.Mts. as per Govt.Notification under Sec.37 [2] of M.R.T.P. Act, 1966.
- 17 That the requisition from fire safety point of view as per D.C.R.91 shall not be compiled with.
- 18 That the Vermiculture bins for disposal of wet waste as per the design and specification of



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Organizations / individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Commissioner.

- 19 That the Drainage Completion Certificate shall not be submitted.
- 20 That the Lift Inspector's completion certificate shall not be submitted.
- 21 That the structural stability certificate shall not be submitted.
- 22 That the Site Supervisor's completion certificate shall not be submitted.
- 23 That the smoke test certificate shall not be submitted.
- 24 That the water proofing certificate shall not be submitted.
- 25 That the N.O.C. from A.A. & C. [K-West] shall not be submitted.
- 26 That the final completion certificate from C.F.O. shall not be submitted.
- 27 That the final N.O.C. from MHADA shall not be submitted.30. That all the terms & conditions mentioned in MHADA NOC shall not be complied with & there after consent from MHADA not to be obtained and submitted
- 28 That the completion certificate for Rain Water Harvesting System from Consultant shall not be submitted.
- 29 That the A.M.S.L. of completed work (top of building) shall not be verified from GVK and submitted.



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- () 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 _____ day of _____ 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.

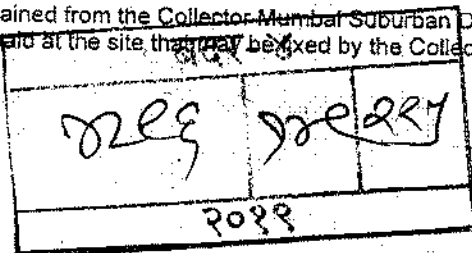
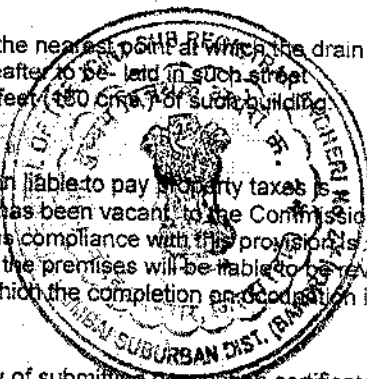
Executive Engineer, Building Proposals,
Zone, Wards.

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 (150 cms.) of such building.
 - c) Not less than 92 ft. (Town Hall) 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 or occupation is detected by the Assessor and Collector's Department.
 5. Your attention is further drawn to the provision of Section 353-A about the 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 before the work is started. The Non-agricultural assessment shall be paid at the site, that may be fixed by the Collector.

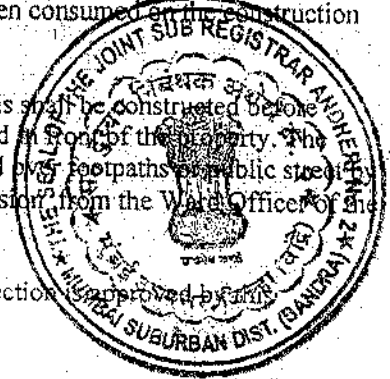


No. CHE/WS/2105/K/W/337(NEW)

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 on 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 the 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.



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- 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.

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

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.

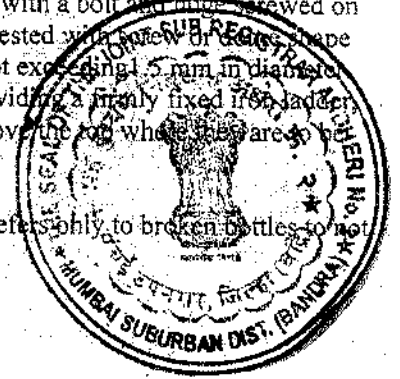
Plans showing the phased programme of constructions has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.



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No. CHE/WS/2105/KW/337(NEW)

- 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 nut screwed on highly serving the purpose of lock and the warning pipes of the rabbet pretested with some of the 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 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.



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No. CHE/WS/2105/K/W/337(NEW)

Executive Engineer, Building Proposals
Zones wards.

CHE/WS/2105/K/W/337(NEW)

Copy To :- 1. CHANDAN PRABHAKAR KELEKAR
281/2229, MOTILAL NAGAR NO.1, GOREGAON (W),

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



Document certified by
Prakash Rajaram Rasal
<rasalprakash@yahoo.in>
Name : Prakash Rajaram
Rasal
Designation : Executive
Engineer
Organization : Municipal
Corporation Greater
Mumbai
Date : 30-Oct-2017 19:08:38

वर्ग-४		
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ANNEXURE - 'F II'



MUNICIPAL CORPORATION OF GREATER MUMBAI
(Solid Waste Management Department)

Office of Executive Engineer,
SWM SWM Zonal Office 4,

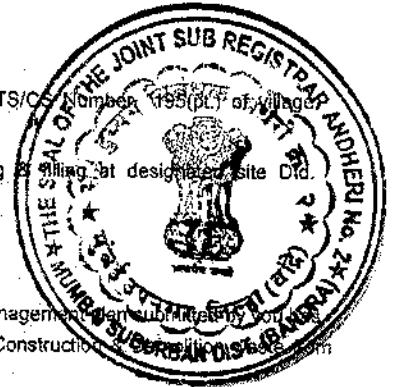
Application Number - CHE/WS/2105/KW/337(NEW)/SWM, dated - 11/Apr/2018
Issued remarks Number ----- Dated 19/Apr/2018.

To (Architect / L.S),
CHANDAN PRABHAKAR KELEKAR
281/2229, MOTILAL NAGAR
NO.1, GOREGAON (W),

CC (Owner),
Samudra Darshan Gruhpravesh L.L.P. C.A. to Owner
1st Floor, Presons Shopping Center, Station Road,
Jogeshwar (East), Mumbai - 400 060.

Subject :- Approval to Construction and Demolition waste management plan for the site at CTS/CS No. 195 (Pt.) of Village ANDHERI-KW at ward KWest.

Reference :- Your application / online submission for C & D Waste Management Plan leveling & filling at designated site Dtd. 11/Apr/2018
IOD No. and Date :- CHE/WS/2105/KW/337(NEW)-IOD : & 30/Oct/2017



With reference to your application / online submission, the Construction and Demolition waste management plan submitted by you has been approved as per "Construction and Demolition Waste Rules 2016". You are allowed to transport Construction and Demolition waste from construction site to the designated filling & leveling site subject to following term conditions.

1. This approval is subject to the orders given by Hon. Supreme Court u/no. in SLP (Civil) No. D23708/2017 dated 15.3.2018. You shall follow this order of Hon'ble Supreme Court and instructions therein.
2. You shall handle & transport Construction & Demolition Waste to the extent of 20000 Brass X 2.83 = 56600 Cu. Mtr. Only to designated unloading site - JNPT SEZ Phase-I, near JNPT Port, Road No. 348A, Beside Dastan Toll Plaza, Panvel-Uran Road, Dist. Raigad.
3. You shall transport the C & D waste with proper precautions and employ adequate measures safeguards to dispersal of particles through the air.
4. You have mentioned designated site for transportation of C & D waste for filling and leveling purpose. The C & D waste shall be transported and deposited at the designated site only.
5. In the event for any reason whatsoever, the consent given by the Designated Site / Agency is revoked or the time limit for the designated site has expired or the capacity of unloading site is exhausted. In such case the builder / developer shall forthwith stop the transportation activities. The builder / developer shall submit revised Construction and Demolition waste management plan along with required valid documents for revalidation of existing C & D Waste Management Plan.
6. The Construction & Demolition Waste shall be transported through your Transport Contractor M/S. Atmakamal Transport.
7. The deployed vehicles shall abide by all the R.T.O. rules and regulations. You shall ensure that the vehicles should be properly covered with tarpaulin or any other suitable material firmly to avoid any escape / fall of waste on road from moving vehicle. The body and wheels shall be cleaned and washed thoroughly to avoid spreading of waste on road.
8. The copy of approved Construction and Demolition Management Plan shall be accompanied with each and every vehicle under this approval. The developer shall issue the proper challan for each and every trip of vehicles and that shall be acknowledged by the agency of unloading site. The developer shall maintain record of C & D material transported and shall make it available to MCGM and / or Monitoring Committee whenever required for inspection.

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9. The approval is granted presuming that the papers submitted by the applicants / Owners are genuine. For any dispute arising there from out of documents submitted by applicant, POA / Occupant / Owner shall be held responsible as prescribed under the law prevailing in force.
10. The approval is granted hereto does not absolve the other approvals required from the other department of MCGM or Govt. authorities.
11. In case of disputes, court matters etc. related to the subject site / land / property, this approval cannot be treated as a valid proof.
12. In case of any breach of condition is brought to the notice of MCGM or Monitoring committee, Show Cause Notice will be issued and decision will be taken within one month as expeditiously as possible, which shall be binding on you / land owner.
13. This approval is not permission for excavation or permission for dumping but is the only approval under Construction and Demolition Waste Management Plan for the transportation of Construction & Demolition Waste for unloading at designated unloading site.
14. You / Land owner shall submit valid Bank Guarantee from the bankers approved by the MCGM and the amount applicable as per attached table. The bank guarantee remains valid till grant of Occupation Certificate (OCC).
15. The license architect / license engineer shall upload compliance report in respect of Construction & Demolition Waste Management Plan, any breach will entitle the cancellation of building permission and work will be liable to stop immediately.

Note:

1. The above remarks are system generated based on the input data submitted by Architect / Consultant / L.S and if in future it is found that the data is incorrect / fraudulent then the remarks deemed to be treated as cancelled and necessary action will be initiated.
2. The above remarks are system generated and does not require any signatures.



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ANNEXURE - 'F12'

मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ
(म्हाडाचा घटक)

MUMBAI HOUSING AND
AREA DEVELOPMENT BOARD
(A MHADA UNIT)



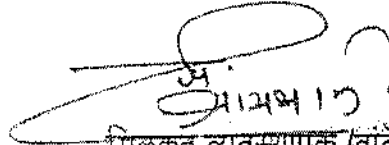
जा.क्र.मि.व्य./वांद्रे (प)/मुं.सं./ 527 /2018.
दिनांक :- 03 MAY 2018

-: ना देय प्रमाणपत्र :-

आपल्या दि.२०.०३.२०१८ चे पत्र अन्वये समुद्र दर्शन सह. गृ.संस्था (मर्या)डी.एन. नगर, येथिल इमारत क्र.९,१२,१३,१४ या आपल्या इमारतीची थकित रक्कम व ना देय प्रमाणपत्र मिळण्याबाबत विनंती केली होती.

सादर इमारतीचे उपलब्ध क्षेत्रनोंदवहीनुसार कळविण्यात आलेली मासिक सेवा आकाराची रक्कम पावती क्र. १४२३८१३, दि.२७.०४.२०१८ अन्वये मार्च २०१९ पर्यंतची थकबाकी रक्कम भरणा केलेला आहे. त्यामुळे या कार्यालयाकडे आपल्या इमारतीची मार्च २०१९ पर्यंतची देय रक्कम नाही.

तथापी आपण सादर केलेल्या हमीपत्रानुसार भविष्यात काही रक्कम येणे निघाल्यास ती भरणा करणे आपणावर बंधनकारक राहिल याची नोंद घ्यावी.



मिळकत व्यवस्थापक/वांद्रे (प)

मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ, मुंबई.

प्रति,

समुद्र दर्शन सह.गृ.संस्था (मर्या)

इमारत क्र.९,१२,१३,१४,

डी.एन.नगर, अंधेरी (प), मुंबई ४०० ०५१.



बंदर-४		
०२९९	१५५	२२५
२०१९		

गृहनिर्माण भवन, कलानगर, वांद्रे (पूर्व), मुंबई - ४०० ०५१.

दूरध्वनी ६६४०५०००/२६५९२८७७ / २६५९२८८१

फॅक्स नं. : ०२२-२६५९२०५८

Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai-400 051.

Phone : 66405000 / 26592877 / 26592881

Fax No. : 022-26592058

मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ
(म्हाडाचा घटक)

MUMBAI HOUSING AND
AREA DEVELOPMENT BOARD
(A MHADA UNIT)



जा.क्र.मि.व्य./वांद्रे (प)/मुं.मं./ 528 /2016.

दिनांक - 03 MAY 2016

-: ना देय प्रमाणपत्र :-

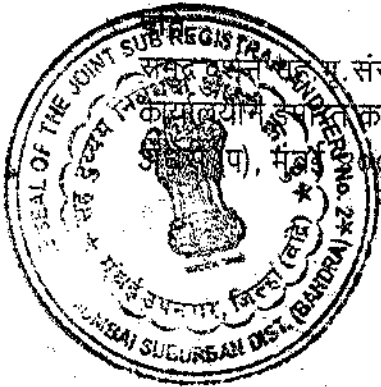
आपल्या दि.२०.०३.२०१८ चे पत्र अन्वये डी.एन. नगर, येथिल कार्यालयीन इमारत क्र.४ या आपल्या कार्यालयीन इमारतीची थकित रक्कम व ना देय प्रमाणपत्र मिळण्याबाबत विनंती केली होती.

सादर कार्यालयीन इमारतीचे उपलब्ध क्षेत्रनोंदवहीनुसार कळविण्यात आलेली मासिक सेवा आकाराची रक्कम पावती क्र. १४२३८२२, दि.०२.०५.२०१८ अन्वये मार्च २०१९ पर्यंतची थकबाकी रक्कम भरणा केलेला आहे. त्यामुळे या कार्यालयाकडे आपल्या कार्यालयीन इमारतीची मार्च २०१९ पर्यंतची देय रक्कम नाही.

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मिळकत व्यवस्थापक /वांद्रे (प)

मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ, मुंबई.



सदर पत्र संस्था (मर्या)
कार्यालयीन इमारत क्र.४, डी.एन.नगर,
मुंबई (प), मुंबई ४०००५३.

गृहनिर्माण भवन, कलानगर, वांद्रे (पूर्व), मुंबई - ४०० ०५१.

दूरध्वनी ६६४०५०००/२६५९२८७७/२६५९२८८१

फॅक्स नं. ०२२-२६५९२०५८

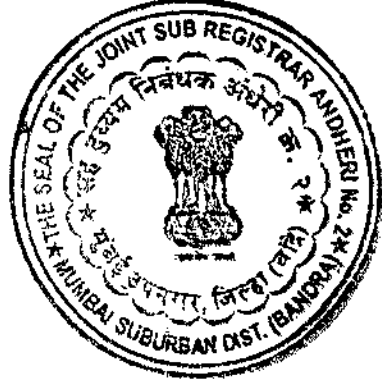
Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai-400 051.

Phone : 66405000 / 26592877 / 26592881

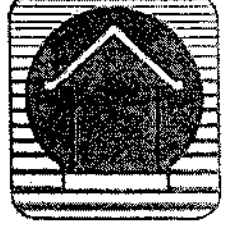
Fax No. : 022-26592058

०२६९	१५८	२२५
२०१९		

मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ
(म्हाडाचा घटक)
MUMBAI HOUSING AND
AREA DEVELOPMENT BOARD
(A MHADA UNIT)



म्हाडा
MHADA



जा.क्र.मि.व्य./वांद्रे (प)/मु.मं./ 526/2018.
दिनांक :- 03 MAY 2018

-: ना देय प्रमाणपत्र :-

आपल्या दि.२७.०३.२०१८ चे पत्र अन्वये डी.एन. नगर, येथिल कार्यालयीन इमारत क्र. ३ या आपल्या कार्यालयीन इमारतीची थकित रक्कम व ना देय प्रमाणपत्र मिळण्याबाबत विनंती केली होती.

सादर कार्यालयीन इमारतीचे उपलब्ध क्षेत्रनोंदवहीनुसार कळविण्यात आलेली मासिक सेवा आकाराची रक्कम पावती क्र. १४२३८१०, दि.२६.०४.२०१८ अन्वये मार्च २०१९ पर्यंतची थकबाकी रक्कम भरणा केलेला आहे. त्यामुळे या कार्यालयाकडे आपल्या कार्यालयीन इमारतीची मार्च २०१९ पर्यंतची देय रक्कम नाही.

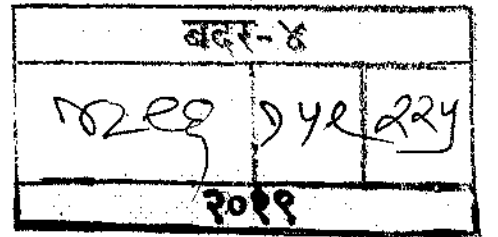
तथापी आपण सादर केलेल्या हमीपत्रानुसार भविष्यात काही रक्कम येणे निघाल्यास ती भरणा करणे आपणावर बंधनकारक राहिल याची नोंद घ्यावी.



मिळकत व्यवस्थापक/वांद्रे (प)
मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ, मुंबई.

प्रति,

श्री मकसुद अहमद जेठवा, गाळा क्र. १,
श्री वामन के. पाटिल, गाळा क्र. २,
श्रीमती बी.एच. छेडा, गाळा क्र. ३
कार्यालयीन इमारत क्र. ३, डी.एन.नगर,
अंधेरी (प), मुंबई ४०००५३.



गृहनिर्माण भवन, कलानगर, वांद्रे (पूर्व), मुंबई - ४०० ०५१.
दूरध्वनी ६६४०५०००/२६५९२८७७ / २६५९२८८१
फॅक्स नं. : ०२२-२६५९२०५८

Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai-400 051.
Phone : 66405000 / 26592877 / 26592881
Fax No. : 022-26592058

ANNEXURE - 'F13'

MUNICIPAL CORPORATION OF GREATER MUMBAI
No. CHE/WS/2105/K/337(New)

Office of the Dy. Ch. Engineer,
Building Proposal (Western Sub)-I
1st Floor, R.K. Patkar Marg,
Bandra (West), Mumbai 400 050

To, Shri Chandan Kelekar of M/s. Space Moulders Architect 281/2229, Motilal Nagar No. 1, Goregaon (W), Mumbai 400 104.	Shri Gurminder Singh Seera Designated Partner Samudra Darshan Gruhpravesh L.L.P., C.A to D N Nagar Samudra Darshan CHS Ltd., 1st floor, Premsons Shopping Center, Premsons Compound, Caves Rd., Opp Jain Temple, Jogeshwari (E), Mum-60
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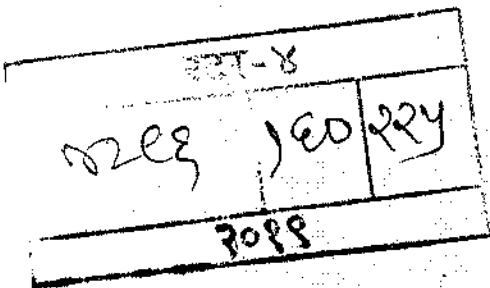
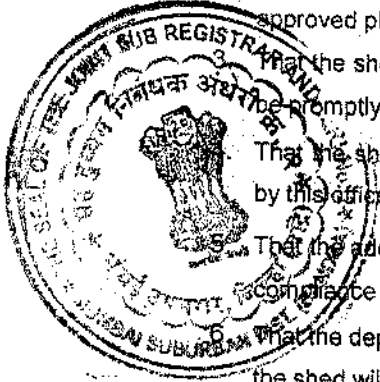
Sub: Site Office at proposed redevelopment of existing residential building nos. 9, 12, 13 & 14 along with OB-3 & OB-4 known as D.N.Nagar Samudra Darshan CHS LTD on plot bearing C.T.S. no.195(pt) of village Andheri, D.N. Nagar MHADA Layout, Andheri(West), Mumbai - 400 058.

Ref: Your online application dt 27.04.2018

Gentleman,

With reference to your above cited letter in the above subject matter, it is to state that the permission for Temporary structures at the above mentioned plot is hereby granted to you on a temporary basis, subject to the following conditions:

1. That the permission is valid upto six months from the date of issue.
2. That the temporary shed shall not be used for any other user than permitted as per the approved plan.
3. That the shed shall be demolished on or before the due date and intimation thereof shall be promptly given to this office
4. That the shed be demolished earlier without asking for any compensation, if ordered to, by this office.
5. That the additional deposit of Rs.11,200.00 shall be deposited in this office for the faithful compliance of the conditions stipulated in this letter by the applicant/owner.
6. That the deposit is liable to be forfeited in the event of breach of any of the conditions and the shed will be liable to be demolished at the risk and cost of your client.
7. That if the permission is required to be extended beyond the date of expiry, an application for the same shall be submitted sufficiently in advance to this office which will be considered on merit. However, M.C.G.M reserves the right to refuse extension without assigning any reason. If the permission is not extended or renewed, the same is deemed to have expired on the due date.



8. That at no stage, there shall be imbalance of F.S.I on site.
9. That all the conditions and directions specified in the order of Hon'ble Supreme Court dated 15/03/2018 in Dumping Ground case will not be complied with before starting demolition of structures and/or starting any construction work.
10. That adequate safeguards are not employed in consultation with SWM Dept. of MCGM for preventing dispersal of particles through air and the construction debris generated shall not be deposited in specific sites inspected and approved by MCGM.
11. That the debris shall not be managed in accordance with the provisions of Construction and Demolition Waste Management Rules 2016 and requisite Bank Guarantee as demanded by MCGM for faithful compliance of Waste/Debris Management plan shall not be furnished before demolition of structures or construction work.
- 12) The construction and demolition waste shall be handled and transported to the designated unloading site i.e. JNPT SEZ Phase-I, near JNPT Port, Road No. 348A, beside Dastan Toll Plaza, Panvel-Uran Road, Dist. Raigad as approved by E.E.(SWM) vide NOC dated 20.04.2018 and comply with the conditions mentioned in the said NOC
- 13) The Bank Guarantee submitted as per Hon. Supreme Court Directives shall be revalidated timely and submitted to this office.

Yours faithfully,

Kunal
Anil
Vaidya
SE EPKW S-2

Kiran
Damoda
r Bari
Assistant Engineer (Building Proposal)
(K/W-S Ward)



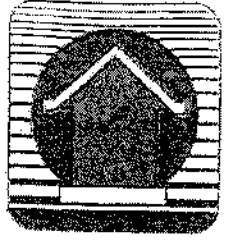
Copy to : 1) Assistant Commissioner, K /West Ward
2) A.A.& C. K/West Ward

बंदर-४		
४२९	२६)	२२५
२०१९		

ANNEXURE - 'F14'

महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण
MAHARASHTRA HOUSING AND
AREA DEVELOPMENT AUTHORITY

म्हाडा
MHADA



Building Permission Cell, Greater Mumbai / MHADA

(A designated Planning Authority for MHADA layouts constituted as per government regulation No. TPB4315/167/CR-51/2015/UD-11 dt.23 May.2018.)

No.MH/EE/(B.P.)/GM/MHADA/102/2018

DATE- 13 JUL 2018

To
Shri. Chandan Kelekar
M/s. Space Moulders,
281 / 2229, Motilal Nagar No.01,
Shreerang Sable Marg,
Goregaon (W) Mumbai 400 104.

Sub: proposed redevelopment of existing building nos. 9,12,13,14 &
OB -4 along with OB-3 on C.T.S. No.195 (pt.), S. No. 106-A,
MHADA layout, D.N. Nagar, J.P. Road, Andheri(W), Mumbai,
For M/s. Samudra Darshan Gruhpravesh L.L.P. C. A. to owner.

CGM/ CHE/WS/2105/K 337(New).IOD Dtd. 30.10.2017.

Shri. Chandan Kelekar of M/s Space Moulders.

Samudra Darshan Gruhpravesh L.L.P. C. A. to owner.



Inform you that the permission to carry out work of sheet piling is
hereby approved subject to Conditions mentioned in IOD and with following
conditions:-

गृहनिर्माण भवन, कलानगर, बान्द्रा (पूर्व), मुंबई - ४०० ०५९.
दूरध्वनी ६६४०५०००
फॅक्स नं. : ०२२-२६५९२०५१

Griha Niman Bhavan, Kalanagar, Bandra (East), Mumbai-400 051
Phone : 66405000
Fax No. : 022-26592058 Website : www.mhada.maharashtra.gov.in

उत्तर-४		
०२९	१६२	२२५
२०१९		

TERMS & CONDITIONS FOR SHEET PILING

1. The work shall be carried out strictly on periphery of proposed building as per approved plan dated 30.10.2017.
2. That you will not carry out work of excavation for basement of proposed building without C.C.
3. All safety measures should be taken while carrying out the sheet piling work with prior consultation with Geotechnical Engineer & Structural Engineer.
4. No nuisance to the surrounding vicinity should be caused while carrying out the work.
5. Work to be carried out between 6.00am to 10pm as per Circular u/No.CHE/DP/7749/GEN dt-07.06.2016.
6. Conditions of Tree Authority N.O.C. issued u/no. Dy. S.G./TA dated 23.06.2017.

You are hereby requested to take all the necessary precautions regarding the stability and safety of the adjoining existing structures under the supervision of Structural Engineer during the execution of work.



SMT
Executive Engineer
B.P.Cell/GM/MHADA

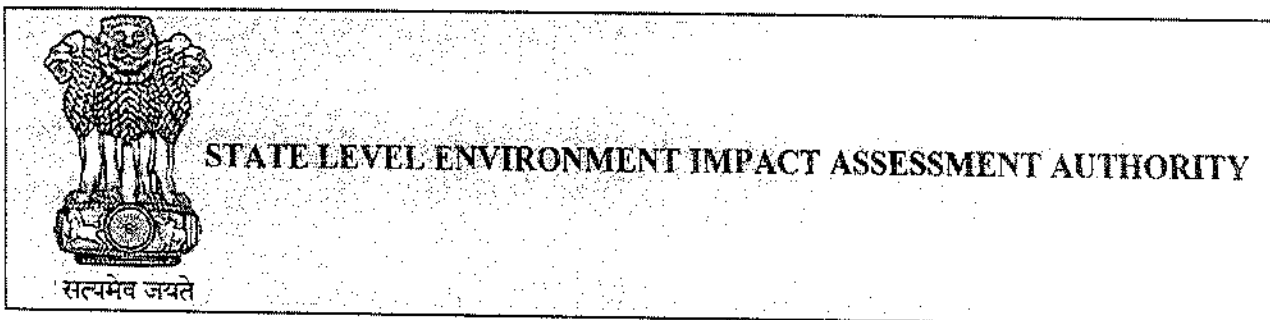
Copy submitted in favor of information please.

1. M/s. Samudra Darshan Gruhpravesh L.L.P. C. A. to owner.
2. Asst. Commissioner, K/West Ward.

बदर-४		
228	183	224
२०१९		

@nt2
Executive Engineer
B.P.Cell/GM/MHADA

ANNEXURE - 'FIS'



Environment department,
Room No. 217, 2nd floor,
Mantralaya, Annexe,
Mumbai- 400 032.
Date: September 1, 2018

To,
Mr Gurminder Singh Seera
at CTS 195(pt), S No 106-A, D N nagar, J P Road, Andheri West Mumbai.

Subject: Environment Clearance for 'Platinum-Life' At CTS 195(pt), S No 106-A, D N nagar, J P Road, Andheri West Mumbai.

Sir,

This has reference to your communication on the above mentioned subject. The proposal was considered as per the EIA Notification - 2006, by the State Level Expert Appraisal Committee-II, Maharashtra in its 61st (Part B) (Day-1)st meeting and recommend the project for prior environmental clearance to SEIAA. Information submitted by you has been considered by State Level Environment Impact Assessment Authority in its 135th meetings.

2. It is noted that the proposal is considered by SEAC-II under screening category Schedule 2(a), Category B as per EIA Notification 2006.

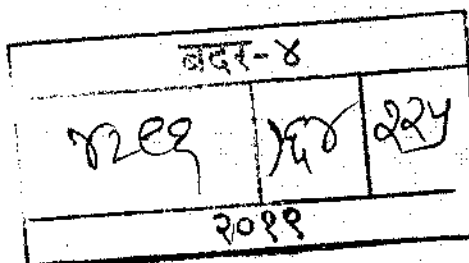
Brief Information of the project submitted by you is as below :-

1.Name of Project	Platinum Life
2.Type of institution	Private
3.Name of Project Proponent	Mr.Gurminder Singh Seera
4.Name of Consultant	M/s. ENVIRO ANALYSTS & ENGINEERS PVT. LTD. Mr. H.K. Desai, B-1063, Enviro House, 10th Floor, Western Edge II, W.E Highway, Borivali (E) Mumbai-400066.
5.Type of project	MHADA Redevelopment.
6.New project/expansion in existing project/modernization/diversification in existing project	New Project
7.If expansion/diversification, whether environmental clearance has been obtained for existing project	Not applicable
8.Location of the project	CTS 195(pt), S No 106-A, D N nagar, J P Road, Andheri West Mumbai.
9.Taluka	Andheri
10.Village	
Correspondence Name:	M/s. Samudra Darshan Gruhpravesh LLP
Room Number:	
Floor:	1st Floor
Building Name:	Premsons Shopping Centre
Road/Street Name:	Station Road
Locality:	Jugeshwari (East)
City:	Mumbai
11.Area of the project	Municipal Corporation Of Greater Mumbai (MCGM)
12.IOD/IOA/Concession/Plan Approval Number:	CHE/WS/2105/K/W/337(NEW) IOD/IOA/Concession/Plan Approval Number: CHE/WS/2105/K/W/337(NEW) Approved Built-up Area: 52860.30
13.Note on the initiation (if applicable)	Not Applicable
14.LOI/NOC/IOB from MHADA/Other approvals (if applicable)	NOC From MHADA : Co/MB/EE-RDC/NOC/F-158/1138/2012 Dated:25/07/2012
15.Total Plot Area (sq. m.)	6,431.65 Sq.m
16.Deductions	For RG : 949.87 Sq.m
17.Net Plot area	5,481.78 Sq.m

SEIAA Meeting No: 135 Meeting Date: August 10, 2018 (SEIAA-STATEMENT-0000000922)
SEIAA-MINUTES-0000000553
SEIAA-EC-0000000396

Page 1 of 12

Shri. Anil Diggikar (Member Secretary SEIAA)



18 (a). Proposed Built-up Area (FSI & Non-FSI)	FSI area (sq. m.): 33,814.72 Sq.m
	Non FSI area (sq. m.): 19,045.58 Sq.m
	Total BUA area (sq. m.): 52860.30
18 (b) Approved Built up area as per DCR	Approved FSI area (sq. m.):
	Approved Non FSI area (sq. m.):
	Date of Approval:
19. Total ground coverage (m2)	3026.96
20. Ground-coverage Percentage (%) (Note: Percentage of plot not open to sky)	52.93
21. Estimated cost of the project	4700000000



Government
Maharashtra



बंदर-४		
०२८९	१६५	२२५
२०१९		

22. Production Details				
Serial Number	Product	Existing (MT/M)	Proposed (MT/M)	Total (MT/M)
1	Not applicable	Not applicable	Not applicable	Not applicable
23. Total Water Requirement				
Dry season:	Source of water	MCGM		
	Fresh water (CMD):	193 KLD		
	Recycled water - Flushing (CMD):	97 KLD		
	Recycled water - Gardening (CMD):	7 KLD		
	Swimming pool make up (Cum):	2.4 KLD		
	Total Water Requirement (CMD):	297 KLD		
	Fire fighting - Underground water tank (CMD):	400 KLD		
	Fire fighting - Overhead water tank (CMD):	NA		
Excess treated water:	138 KLD			
Wet season:	Source of water	MCGM and RWH		
	Fresh water (CMD):	13 KLD		
	Recycled water - Flushing (CMD):	97+180 KLD From RWH		
	Recycled water - Gardening (CMD):			
	Swimming pool make up (Cum):			
	Total Water Requirement (CMD):	290 KLD		
	Fire fighting - Underground water tank (CMD):	400 KLD		
	Fire fighting - Overhead water tank (CMD):	NA		
Excess treated water:	147 KLD			
Details of Swimming pool (If any)	Swimming pool 1 no			

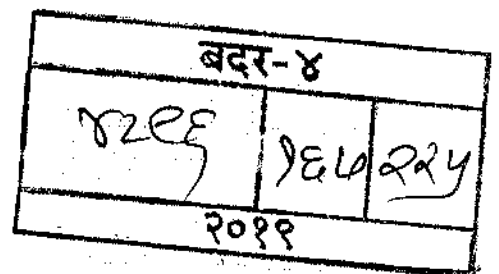


Maharashtra

SEIAA Meeting No: 135 Meeting Date: August 10, 2018 (SEIAA-STATEMENT-000000922) SEIAA-MINUTES-000000553 SEIAA-EC-000000396	Page 3 of 12	Shri. Anil Diggikar (Member Secretary SEIAA)
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NET-8
22E9 22E9 22Y
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24. Details of Total water consumed									
Particulars	Consumption (CMD)			Loss (CMD)			Effluent (CMD)		
	Existing	Proposed	Total	Existing	Proposed	Total	Existing	Proposed	Total
Domestic	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
25. Rain Water Harvesting (RWH)	Level of the Ground water table:		2.500 m						
	Size and no of RWH tank(s) and Quantity:		RWH Tank1-Size: 112 cum RWH Tank2-Size: 68 cum						
	Location of the RWH tank(s):		Under Ground						
	Quantity of recharge pits:		NA						
	Size of recharge pits:		NA						
	Budgetary allocation (Capital cost):		Rs. 18 Lakh						
	Budgetary allocation (O & M cost):		Rs. 1.8 Lakh/Year						
Details of UGT tanks if any:		Domestic Water Tank 193 KLD Fire Water Tank 400 KLD Rain Water Harvesting Tank 180 KLD							
26. Storm water drainage	Natural water drainage pattern:		North To South						
	Quantity of storm water:		0.442 m ³ /sec						
	Size of SWD:		450 mm X 300 mm						
27. Sewage and Waste water	Sewage generation in KLD:		271						
	STP technology:		MBBR						
	Capacity of STP (CMD):		No 1 Capacity : 280KLD						
	Location & area of the STP:		Location: Under ground, Area: 275 Sq.m						
	Budgetary allocation (Capital cost):		Rs. 20						
	Budgetary allocation (O & M cost):		Rs. 6.3 Lakh/Year						



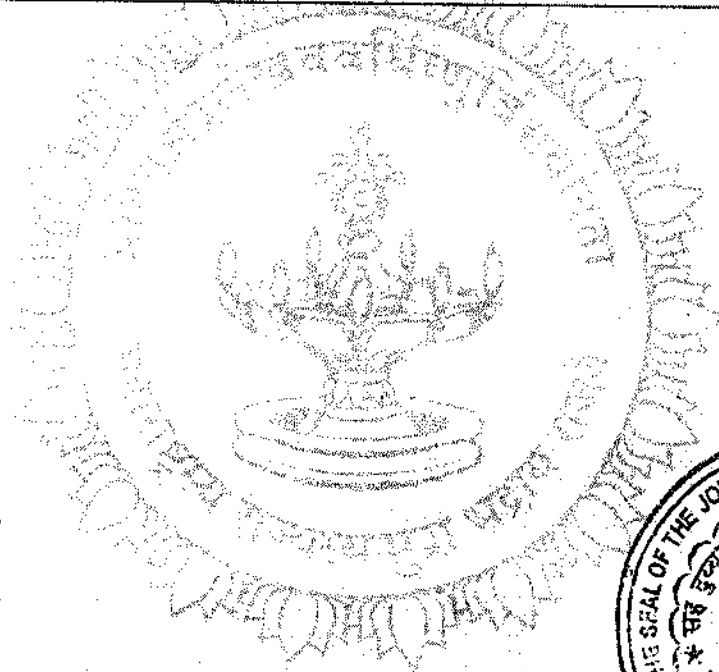
28.Solid waste Management		
Waste generation in the Pre Construction and Construction phase:	Waste generation:	C and D waste generated During Demolition 6900 cum , During Construction 31500 cum
	Disposal of the construction waste debris:	Disposed at authorized debris disposal site as per C and D Waste management rules 2016.
Waste generation in the operation Phase:	Dry waste:	446 Kg/ day
	Wet waste:	670 Kg/ day
	Hazardous waste:	NA
	Biomedical waste (If applicable):	16.0 Kg/day
	STP Sludge (Dry sludge):	13 Kg/ day
	Others if any:	NA
Mode of Disposal of waste:	Dry waste:	Will be handed over to Local Recyclers
	Wet waste:	Processed in GWC. Manure obtained shall be used for landscaping / Gardening. Excess manure shall be sold to nearby end users.
	Hazardous waste:	NA
	Biomedical waste (If applicable):	Handed over to common biomedical waste treatment facility operator.
	STP Sludge (Dry sludge):	Dry sludge will be used as manure
	Others if any:	NA
Area requirement:	Location(s):	Ground level
	Area for the storage of waste & other material:	9.0m
	Area for machinery:	48 Sq.m
Budgetary allocation (Capital cost and O&M cost):	Capital cost:	Rs. 8 Lakh
	O & M cost:	Rs. 1.9 Lakh/ year



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29. Effluent Charecterestics					
Serial Number	Parameters	Unit	Inlet Effluent Charecterestics	Outlet Effluent Charecterestics	Effluent discharge standards (MPCB)
1	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Amount of effluent generation (CMD):		Not applicable			
Capacity of the ETP:		Not applicable			
Amount of treated effluent recycled :		Not applicable			
Amount of water send to the CETP:		Not applicable			
Membership of CETP (if require):		Not applicable			
Note on ETP technology to be used		Not applicable			
Disposal of the ETP sludge		Not applicable			



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30. Hazardous Waste Details							
Serial Number	Description	Cat	UOM	Existing	Proposed	Total	Method of Disposal
1	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable

31. Stacks emission Details						
Serial Number	Section & units	Fuel Used with Quantity	Stack No.	Height from ground level (m)	Internal diameter (m)	Temp. of Exhaust Gases
1	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable

32. Details of Fuel to be used				
Serial Number	Type of Fuel	Existing	Proposed	Total
1	Not applicable	Not applicable	Not applicable	Not applicable
Source of Fuel		Not applicable		
Mode of Transportation of fuel to site		Not applicable		

33. Energy		
Power requirement:	Source of power supply:	Reliance Energy
	During Construction Phase: (Demand Load)	100 Kw
	DG set as Power back-up during construction phase	100 kVA
	During Operation phase (Connected load):	2986
	During Operation phase (Demand load):	2090
	Transformer:	NA
	DG set as Power back-up during operation phase:	1 X 750 kVA
	Fuel used:	HSD
	Details of high tension line passing through the plot if any:	NA

34. Energy saving by non-conventional method:	
Road/Lighting	Lighting

36. Detail calculations & % of saving:		
Serial Number	Energy Conservation Measures	Saving %
1	Overall Energy saving	21.4%

37. Details of pollution control Systems		
Source	Existing pollution control system	Proposed to be installed
Not applicable	Not applicable	Not applicable

Budgetary allocation (Capital cost and O&M cost):	Capital cost:	Rs.33 Lakh
	O & M cost:	Rs. 1.5 Lakh/ Year

38. Environmental Management plan Budgetary Allocation

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a) Construction phase (with Break-up):			
Serial Number	Attributes	Parameter	Total Cost per annum (Rs. In Lacs)
1	Air	Water for Dust Suppression	2.00
2	EHS	Site Sanitation	2.00
3	Environmental Monitoring	Environmental Monitoring	15.00
4	EHS	Disinfection	1.5
5	EHS	Health Check Up	1.5

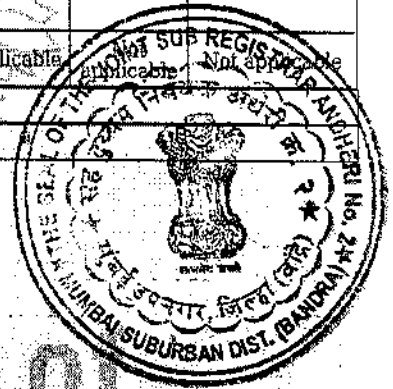
b) Operation Phase (with Break-up):				
Serial Number	Component	Description	Capital cost Rs. In Lacs	Operational and Maintenance cost (Rs. in Lacs/yr)
1	Water Environment	STP	120.0	6.3
2	Water Environment	Rain Water Harvesting	18.0	1.8
3	Energy	Water System	23.0	1.5
4	Solid Waste Management	OWC	8.0	1.9
5	Land Environment	Landscaping	30.0	3.0

39. Storage of chemicals (inflammable/explosive/hazardous/toxic substances)

Description	Status	Location	Storage Capacity in MT	Maximum Quantity of Storage at any point of time in MT	Consumption / Month in MT	Source of Supply	Means of transportation
Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable

40. Any Other Information

No Information Available



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	CRZ/ RRZ clearance obtain, if any:	NA
	Distance from Protected Areas / Critically Polluted areas / Eco-sensitive areas/ inter-State boundaries	Sanjay Gandhi National Park(Aerial Distance:13 km),Mahim Nature Park (Aerial Distance:9 km)
	Category as per schedule of EIA Notification sheet	Schedule 3(a), Category B
	Court cases pending if any	Not Applicable
	Other Relevant Informations	NA
	Have you previously submitted Application online on MOEF Website.	No
	Date of online submission	

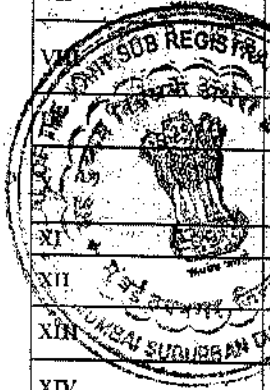
3. The proposal has been considered by SEIAA in its 135th meeting & decided to accord environmental clearance to the said project under the provisions of Environment Impact Assessment Notification, 2006 subject to implementation of the following terms and conditions:

Specific Conditions:

I	1. PP to correct CS with respect to point no. 12, 16 and Point no. 48.
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General Conditions:

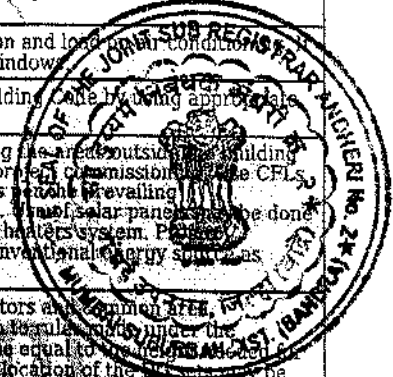
I	E-waste shall be disposed through Authorized vendor as per E-waste (Management and Handling) Rules, 2016.
II	The Occupancy Certificate shall be issued by the Local Planning Authority to the project only after ensuring sustained availability of drinking water, connectivity of sewer line to the project site and proper disposal of treated water as per environmental norms.
III	This environmental clearance is issued subject to obtaining NOC from Forestry & Wild life angle including clearance from the standing committee of the National Board for Wild life as if applicable & this environmental clearance does not necessarily implies that Forestry & Wild life clearance granted to the project which will be considered separately on merit.
IV	PP has to abide by the conditions stipulated by SEAC & SEIAA.
V	The height, construction built in area of proposed construction shall be in accordance with the existing FSI/FAR norms of the urban local body & it should ensure the same along with survey number before approving layout plan & before according commencement certificate to proposed work. Plan approving authority should also ensure the zoning permissibility for the proposed project as per the approved development plan of the area.
VI	If applicable Consent for Establishment" shall be obtained from Maharashtra Pollution Control Board under Air and Water Act and a copy shall be submitted to the Environment department before start of any construction work at the site.
VII	All required sanitary and hygienic measures should be in place before starting construction activities and to be maintained throughout the construction phase.
VIII	Adequate drinking water and sanitary facilities should be provided for construction workers at the site. Provision should be made for mobile toilets. The safe disposal of wastewater and solid wastes generated during the construction phase should be ensured.
IX	The solid waste generated should be properly collected and segregated. dry/inert solid waste should be disposed off to the approved sites for land filling after recovering recyclable material.
X	Do not dump during construction phase should not create any adverse effect on the neighboring communities and be disposed taking the necessary precautions for general safety and health aspects of people only in approved sites with the approval of competent authority.
XI	Arrangement shall be made that waste water and storm water do not get mixed.
XII	All the topsoil excavated during construction activities should be stored for use in horticulture / landscape development within the project site.
XIII	Additional soil for leveling of the proposed site shall be generated within the sites (to the extent possible) so that natural drainage system of the area is protected and improved.
XIV	Green Belt Development shall be carried out considering CPCB guidelines including selection of plant species and in consultation with the local DFO/ Agriculture Dept.
XV	Soil and ground water samples will be tested to ascertain that there is no threat to ground water quality by leaching of heavy metals and other toxic contaminants.
XVI	Construction spoils, including bituminous material and other hazardous materials must not be allowed to contaminate watercourses and the dumpsites for such material must be secured so that they should not leach into the ground water.



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XVII	Any hazardous waste generated during construction phase should be disposed off as per applicable rules and norms with necessary approvals of the Maharashtra Pollution Control Board.
XVIII	The diesel generator sets to be used during construction phase should be low sulphur diesel type and should conform to Environment (Protection) Rules prescribed for air and noise emission standards.
XX	The diesel required for operating DG sets shall be stored in underground tanks and if required, clearance from concern authority shall be taken.
XX	Vehicles hired for bringing construction material to the site should be in good condition and should have a pollution check certificate and should conform to applicable air and noise emission standards and should be operated only during non-peak hours.
XXI	Ambient noise levels should conform to residential standards both during day and night. Incremental pollution loads on the ambient air and noise quality should be closely monitored during construction phase. Adequate measures should be made to reduce ambient air and noise level during construction phase, so as to conform to the stipulated standards by CPCB/MPCB.
XXII	Fly ash should be used as building material in the construction as per the provisions of Fly Ash Notification of September 1999 and amended as on 27th August, 2003. (The above condition is applicable only if the project site is located within the 100Km of Thermal Power Stations).
XXIII	Ready mixed concrete must be used in building construction.
XXIV	Storm water control and its re-use as per CGWB and BIS standards for various applications.
XXV	Water demand during construction should be reduced by use of pre-mixed concrete, curing agents and other best practices referred.
XXVI	The ground water level and its quality should be monitored regularly in consultation with Ground Water Authority.
XXVII	The installation of the Sewage Treatment Plant (STP) should be certified by an independent expert and a report in this regard should be submitted to the MPCB and Environment department before the project is commissioned for operation. Discharge of this unused treated effluent, if any should be discharge in the sewer line. Treated effluent emanating from STP shall be recycled/refused to the maximum extent possible. Discharge of this unused treated effluent, if any should be discharge in the sewer line. Treatment of 100% gray water by decentralized treatment should be done. Necessary measures should be made to mitigate the odour problem from STP.
XXVIII	Permission to draw ground water and construction of basement if any shall be obtained from the competent Authority prior to construction/operation of the project.
XXIX	Separation of gray and black water should be done by the use of dual plumbing line for separation of gray and black water.
XXX	Fixtures for showers, toilet flushing and drinking should be of low flow either by use of aerators or pressure reducing devices or sensor based control.
XXXI	Use of glass may be reduced up to 40% to reduce the electricity consumption and load on air conditioning. If necessary, use high quality double glass with special reflective coating in window.
XXXII	Roof should meet prescriptive requirement as per Energy Conservation Building Code by using appropriate thermal insulation material to fulfill requirement.
XXXIII	Energy conservation measures like installation of CFLs/TFLs for the lighting in areas outside the building should be integral part of the project design and should be in place before project commissioning. CFLs and TFLs should be properly collected and disposed off/sent for recycling as per the prevailing guidelines/rules of the regulatory authority to avoid mercury contamination. Use of solar panels should be done to the extent possible like installing solar street lights, common solar water heaters system. Proponent should install, after checking feasibility, solar plus hybrid non-conventional energy sources as source of energy.
XXXIV	Diesel power generating sets proposed as source of backup power for elevators and common area illumination during operation phase should be of enclosed type and conform to standards under the Environment (Protection) Act, 1986. The height of stack of DG sets should be equal to or greater than the combined capacity of all proposed DG sets. Use low sulphur diesel. The location of the sets should be decided with in consultation with Maharashtra Pollution Control Board.
XXXV	Noise should be controlled to ensure that it does not exceed the prescribed standards. During nighttime the noise levels measured at the boundary of the building shall be restricted to the permissible levels to comply with the prevalent regulations.
XXXVI	Traffic congestion near the entry and exit points from the roads adjoining the proposed project site must be avoided. Parking should be fully internalized and no public space should be utilized.
XXXVII	Opaque wall should meet prescriptive requirement as per Energy Conservation Building Code, which is proposed to be mandatory for all air-conditioned spaces while it is a requirement for non-air-conditioned spaces by use of appropriate thermal insulation material to fulfill requirement.
XXXVIII	The building should have adequate distance between them to allow movement of fresh air and passage of natural light, air and ventilation.
XXXIX	Regular supervision of the above and other measures for monitoring should be in place all through the construction phase, so as to avoid disturbance to the surroundings.
XL	Under the provisions of Environment (Protection) Act, 1986, legal action shall be initiated against the project proponent if it was found that construction of the project has been started without obtaining environmental clearance.
XLI	Six monthly monitoring reports should be submitted to the Regional office MoEF, Bhopal with copy to this department and MPCB.

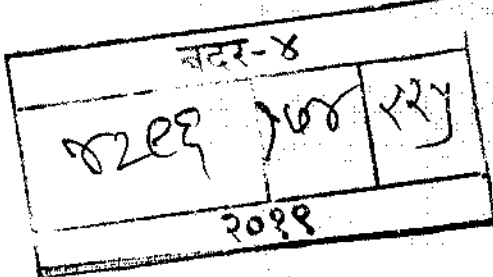


XLII	Project proponent shall ensure completion of STP, MSW disposal facility, green belt development prior to occupation of the buildings. As agreed during the SEIAA meeting, PP to explore possibility of utilizing excess treated water in the adjacent area for gardening before discharging it into sewer line. No physical occupation or allotment will be given unless all above said environmental infrastructure is installed and made functional including water requirement in Para 2. Prior certification from appropriate authority shall be obtained.
XLIII	Wet garbage should be treated by Organic Waste Converter and treated waste (manure) should be utilized in the existing premises for gardening. And, no wet garbage will be disposed outside the premises. Local authority should ensure this.
XLIV	Local body should ensure that no occupation certification is issued prior to operation of STP/MSW site etc. with due permission of MPCB.
XLV	A complete set of all the documents submitted to Department should be forwarded to the Local authority and MPCB.
XLVI	In the case of any change(s) in the scope of the project, the project would require a fresh appraisal by this Department.
XLVII	A separate environment management cell with qualified staff shall be set up for implementation of the stipulated environmental safeguards.
XLVIII	Separate funds shall be allocated for implementation of environmental protection measures/EMP along with item-wise breaks-up. These cost shall be included as part of the project cost. The funds earmarked for the environment protection measures shall not be diverted for other purposes and year-wise expenditure should reported to the MPCB & this department.
XLIX	The project management shall advertise at least in two local newspapers widely circulated in the region around the project, one of which shall be in the Marathi language of the local concerned within seven days of issue of this letter, informing that the project has been accorded environmental clearance and copies of clearance letter are available with the Maharashtra Pollution Control Board and may also be seen at Website at http://ec.maharashtra.gov.in .
L	Project management should submit half yearly compliance reports in respect of the stipulated prior environment clearance terms and conditions in hard & soft copies to the MPCB & this department, on 1st June & 1st December of each calendar year.
LI	A copy of the clearance letter shall be sent by proponent to the concerned Municipal Corporation and the local NGO, if any, from whom suggestions/representations, if any, were received while processing the proposal. The clearance letter shall also be put on the website of the Company by the proponent.
LII	The proponent shall upload the status of compliance of the stipulated EC conditions, including results of monitored data on their website and shall update the same periodically. It shall simultaneously be sent to the Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB. The criteria pollutant levels namely, SPM, RSPM, SO ₂ , NO _x (ambient levels as well as stack emissions) or critical sector parameters, indicated for the project shall be monitored and displayed at a convenient location near the main gate of the company in the public domain.
LIII	The project proponent shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored data (both in hard copies as well as by e-mail) to the respective Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB.
LIV	The environmental statement for each financial year ending 31st March in Form-V as is mandated to be submitted by the project proponent to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company along with the status of compliance of EC conditions and shall also be sent to the respective Regional Offices of MoEF by e-mail.

Government of Maharashtra



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1. The environmental clearance is being issued without prejudice to the action initiated under EP Act or any court case pending in the court of law and it does not mean that project proponent has not violated any environmental laws in the past and whatever decision under EP Act or of the Hon'ble court will be binding on the project proponent. Hence this clearance does not give immunity to the project proponent in the case filed against him, if any or action initiated under EP Act.

5. In case of submission of false document and non-compliance of stipulated conditions, Authority/ Environment Department will revoke or suspend the Environment clearance without any intimation and initiate appropriate legal action under Environmental Protection Act, 1986.

6. The Environment department reserves the right to add any stringent condition or to revoke the clearance if conditions stipulated are not implemented to the satisfaction of the department or for that matter, for any other administrative reason.

7. Validity of Environment Clearance: The environmental clearance accorded shall be valid as per EIA Notification, 2006, and amendments by MoEF&CC Notification dated 29th April, 2015.

8. In case of any deviation or alteration in the project proposed from those submitted to this department for clearance, a fresh reference should be made to the department to assess the adequacy of the condition(s) imposed and to incorporate additional environmental protection measures required, if any.

9. The above stipulations would be enforced among others under the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986 and rules there under, Hazardous Wastes (Management and Handling) Rules, 1989 and its amendments, the public Liability Insurance Act, 1991 and its amendments.

10. Any appeal against this Environment clearance shall lie with the National Green Tribunal (Western Zone Bench, Pune), New Administrative Building, 1st Floor, D- Wing, Opposite Council Hall, Pune, if preferred, within 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.

Shri. Anil Diggikar (Member Secretary SEIAA)

Copy to:

1. SHRI JOHNY JOSEPH, CHAIRMAN-SEIAA
2. SHRI LAKANT DANGAR, CHAIRMAN-SEAC-I
3. SHRI M.M. ADTANI, CHAIRMAN-SEAC-II
4. SHRI ANIL D. KALE, CHAIRMAN SEAC-III
5. SECRETARY MOEF & CC
6. B- DIVISION MOEF & CC
7. MEMBER SECRETARY MAHARASHTRA POLLUTION CONTROL BOARD MUMBAI
8. REGIONAL OFFICE MOEF & CC NAGPUR
9. MUNICIPAL COMMISSIONER MUMBAI
10. MUNICIPAL COMMISSIONER NAVI MUMBAI
11. REGIONAL OFFICE MPCB MUMBAI
12. REGIONAL OFFICE MPCB NAVI MUMBAI
13. REGIONAL OFFICE MIDC ANDHERI
14. REGIONAL OFFICE MIDC KOPER KHARANE NAVI MUMBAI
15. MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
16. COLLECTOR OFFICE MUMBAI
17. COLLECTOR OFFICE MUMBAI SUB-URBAN



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Shri. Anil Diggikar (Member Secretary SEIAA)

ANNEXURE - 'F16'

महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण
MAHARASHTRA HOUSING AND
AREA DEVELOPMENT AUTHORITY

म्हाडा
MHADA



Building Permission Cell, Greater Mumbai / MHADA

(A designated Planning Authority for MHADA layouts constituted as per government regulation No. TPB4315/167/CR-51/2015/UD-11 dt.23 May,2018.)

PLINTH COMMENCEMENT CERTIFICATE

No.MH/EE/(B.P.)/GM/MHADA- 105/ 120 /2018

DATE- 31 OCT 2018

To

Owner

M/s. Samudra Darshan Gruhpravesh L.L.P.
CA to D.N. Nagar Samudra Darshan C.H.S.L.
1st Floor Premsons Shopping Centre,
Premsons Compound, Caves Road,
Jogeshwari (East), Mumbai 400 060.

Sub:-Plinth C.C. of proposed Redevelopment of Samudra Darshan CHSL, Bldg. No. 9,12,13,14 along with OB-3 & OB-4 on C.T.S. No. 195 (pt.), S. No. 106-A, MHADA layout, D. N. Nagar, J.P. Road, Andheri (W), Mumbai For Samudra Darshan Gruhpravesh LLP. C.A. to Owner Samudra Darshan CHSL.

Ref :-1. CHE/WS/2105/K/337(New) IOD dtd.: 30/10/2017

2. MH/EE/(B.P.)/GM/MHADA/102/2018. Sheet piling approval dtd. 13/07/2018.

3. Application Letter for approval of C.C. from M/s. Space Moulders
2/10 /2018

In reference to your application dated 12.10.2018 for development permission and grant of Plinth Commencement Certificate under section 44 & 69 of Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 for proposed Redevelopment of Samudra Darshan CHSL, Bldg. No. 9,12,13,14 along with OB-3 & OB-4 on C.T.S. No. 195 (pt.), S. No. 106-A, MHADA layout, D. N. Nagar, J.P. Road, Andheri (W), Mumbai The Commencement Certificate / Building

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गृहनिर्माण भवन, कलानगर, बान्द्रे (पूर्व), मुंबई - ४०० ०५९.
दूरध्वनी ६६४०५०००
फैक्स नं. : ०२२-२६५९२०५८

Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai-400 051.
Phone : 66405000
Fax No. : 022-26592058 Website : www.mhada.maharashtra.gov.in

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Permit is granted subject to compliance of mentioned in IOD dated 30/10/2017 and following conditions:

1. The land vacated in consequence of 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 reason until occupancy permission has been granted.
3. The Commencement Certificate / Development permission shall remain valid for one year from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal zone management plan.
5. If construction is not commenced this commencement certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such laps 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 VP & CEO / MHADA if:
 - a. The development work in respect of which permission is granted this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - b. Any of the condition subject to which the same is granted or any of the restrictions imposed by the VP & CEO / MHADA is contravened or not complied with.
 - c. The VP & CEO / MHADA is satisfied that the same is obtained through fraud or misrepresentation and the appellant 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 and 45 of the Maharashtra Regional Town Planning Act, 1966.



(11)

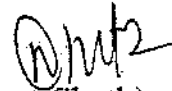
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7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

VP & CEO / MHADA has appointed Shri. Rajeev C. Sheth / Executive Engineer to exercise his powers and function of the Planning Authority under section 45 of the said Act.

Remarks: The C.C. is valid up to 30 OCT 2019

This C.C. is issued up to top of stilt for Wing A, B, C, D,E, F & G; i.e. height of 4.80mt.AGL as per approved plans issued by M.C.G.M. dated- 30/10/2017 u/No. CHE/WS/ 2105/K/337(NEW).

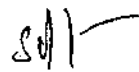


(Rajeev Sheth)

Executive Engineer/B.P./ (GM)/MHADA

Copy submitted for information please.

- 1) Asst. Commissioner K/West (MCGM)
- 2) A.A. & C. K/West(MCGM)
- 3) A.E.W.W.K/West(MCGM)
- 4) Architect. Shri. Chandan Kelekar.

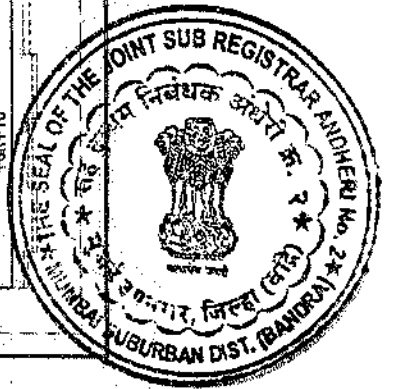
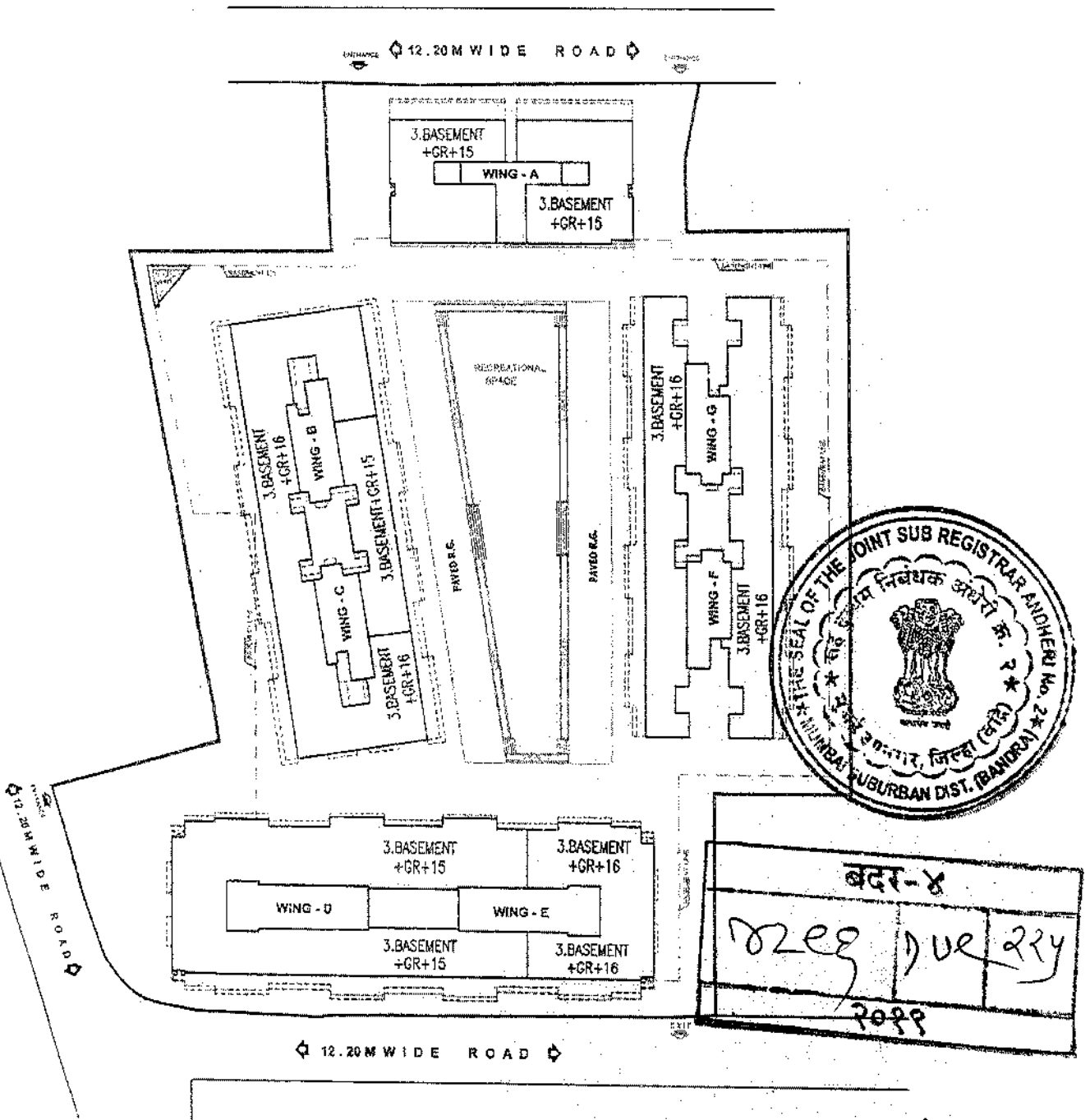


(Rajeev Sheth)

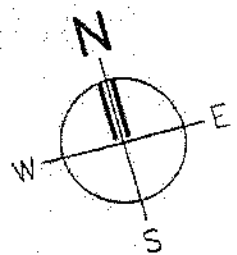
Executive Engineer/B.P./ (GM)/MHADA

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ANNEXURE - G



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ANNEXURE - 'H'

KANGA & CO. (Regd.)

ADVOCATES & SOLICITORS
ESTABLISHED 1890
125th YEAR
2015 - 2016

Readymoney Mansion, 43, Veer Nariman Road, Mumbai - 400 007, India. Tel : (01 22) 6623 0000, 6630 2288, 2204 2289 Fax : (91 22) 6633 9556, 6630 5517
Email : mail@kangacompany.com www.kangacompany.com

M. L. Bhakta - A. M. Desai - K. M. Vussonji - B. D. Damodar - S. S. Vaidya - A. R. Amin - Ms. P. G. Mehta - R. V. Gandhi - C. S. Thakkar
R. P. Bhatt - Ms. A. S. Murray - P. S. Damodar - B. S. Vaidya - Ms. M. D. Mody - Ms. Sirisha V. Sampat - Kunal S. Vaidya

MLB/SS/6058/2015

REPORT ON TITLE

Re : All that piece and parcel of leasehold land admeasuring 3534 square meters bearing Survey No. 106/1A, 1/6A and corresponding C.T.S. No.195 (part) situate at D. N. Nagar, Village Andheri, Taluka Andheri, Mumbai Suburban District together with the Building Nos. 9, 12, 13 and 14 standing thereon.

TO WHOMSOEVER IT MAY CONCERN

We have investigated the title of our clients SAMUDRA DARSHAN GRUHPRAVESH LLP, a Limited Liability Partnership entity formed and incorporated under the provisions the Limited Liability Partnership Act, 2008 and having its registered office at B-106, Concord, 2nd Cross Lane, Lokhandwala Complex, Andheri (West), Mumbai - 400 053 (the "LLP"), to the development rights in respect of the Property as more particularly described in the Schedule hereunder written on the basis of perusal of copies of documents submitted to us and conducting searches in the offices of the concerned Sub-Registrar of Assurances and the revenue records.

2. Prior to 1977, the Maharashtra Housing Board, a corporation established under the Mumbai Housing Board Act, 1948 was seized and possessed of or otherwise sufficiently entitled to all that piece and parcel of land admeasuring 148 Acres and Gunthas or thereabouts equivalent to 6,02,777.11 square metres or thereabouts, bearing Survey No. 106(A) of Village Andheri lying being and situate at D. N. Nagar, Taluka Andheri, Mumbai Suburban District (hereinafter referred to as the "Larger Property") and a portion thereof was further fragmented into Survey No. 106-1A, 1/6A.

3. The Government of Maharashtra thereafter constituted the Maharashtra Housing and Area Development Authority ("MHADA") under the Maharashtra Housing and Area Development Authority Act, 1976 ("MHAD Act") and by virtue thereof, the Maharashtra Housing Board came to be dissolved by operation of law.

4. By virtue of the clauses (a) and (b) of Section 189 of the MHAD Act, all the movable and immovable property and interest of whatsoever nature and kind which vested in the erstwhile Mumbai Housing Board was deemed to be transferred to and vested in MHADA, without further assurance, subject to all limitations and conditions and rights or interests of any person, body or authority

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and all rights, liabilities and obligations of the Mumbai Housing Board including those arising under any agreement or contract were deemed to be the rights, liabilities and obligations of MHADA. In the circumstances, MHADA was sufficiently seized and possessed of and otherwise became entitled to the Plot.

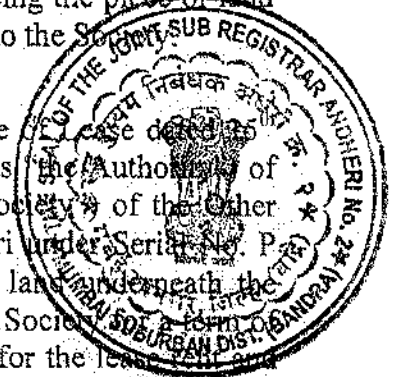
A. Title chain of Property (as defined hereinbelow)

5. The Mumbai Housing Board had built and constructed buildings being Building Nos.9, 12, 13, 14 comprising of a total of 132 tenements ("the Buildings"), on a portion of the Larger Property admeasuring 2734.50 square meters (3534 sq. mtrs., as per the MHADA demarcation plans referred to hereinafter) or thereabouts (including the appurtenant land) and bearing Survey No.106-/1A,1/6A and C.T.S. No. 195 (Part) ("the Plot"), for housing persons belonging to the S.C.S. Income Group for residential purpose. The tenements in the Buildings have been allotted to individual allottees who have formed themselves into a co-operative housing society being Samudra Darshan Co-operative Housing Society Ltd., ("the Society") which is registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 and bearing registration No.BOM/HSG/1689 dated 15th April 1969.

6. MHADA being the successor of the erstwhile Mumbai Housing Board by operation of law and being the owner and otherwise well and sufficiently entitled to the Plot and the Buildings thereon, at the request of the Society agreed to convey the Buildings by way of sale and to grant the Plot being the piece of land underneath and appurtenant to the Buildings by way of lease to the Society.

7. In pursuance of the above, by and under an Indenture dated 15th January, 1997 made between MHADA (therein referred to as "the Authority" of the One Part and the Society (therein referred to as "the Society" of the Other Part, registered with Sub-Registrar of Assurances at Andheri under Serial No. P BDR-1/47 of 1997, MHADA demised the Plot, being the land underneath the Buildings and appurtenant thereto, by way of lease, unto the Society for a term of 99 years with effect from 1st May, 1990 for residential use, for the lease on the terms and conditions therein mentioned. A perusal of a copy of the MHADA demarcation plans with respect to the said Plot shows that the land underneath the Buildings and appurtenant thereto is 3534 square meters instead of 2734.50 square meters. In view thereof, it is presumed that the area of the Plot mentioned in the Indenture of Lease i.e, 2734.50 square meters is erroneous.

8. By and under a Deed of Sale dated 15th January, 1997 made between MHADA (therein referred to as "the Authority") of the One Part and the Society (therein referred to as "the Society") of the Other Part, registered with the Sub-



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Registrar of Assurances at Andheri under Serial No. P BDR-1/ 48 of 1997, MHADA conveyed, granted and assured unto the Society therein the Buildings, that is, the residential buildings bearing Nos.9, 12, 13, 14 standing on the Plot and consisting of a total of 132 tenements allotted to individual allottees, for the consideration and in the manner therein contained.

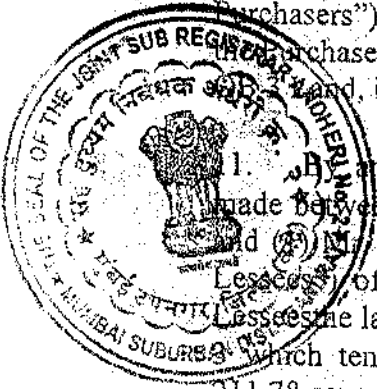
(The Plot and the Buildings are hereinafter collectively referred to as the "Property" and more particularly described in the Schedule hereunder written.)

In the circumstances aforesaid, the Society acquired leasehold right, title and interest in the Plot and ownership rights in respect of the Buildings.

B. OB 3 and OB 4 (as defined hereinbelow):

9. The Mumbai Housing Board had also built two office buildings namely Office Building No.3 ("OB3") on a portion of the Larger Property admeasuring 317.67 square meters or thereabouts ("the OB 3 Land") and Office Building No.4 ("OB4") on a portion of the Larger Property admeasuring 364.56 square meters or thereabouts ("the OB 4 Land").

10. By and under an unregistered Deed of Sale dated 18th July 2008 made between MHADA (therein referred to as "the Authority") of the One Part and (1) Mr. W. K. Patil and (2) Mrs. B. H. Chheda (therein referred to as "the Purchasers") of the Other Part, the Authority conveyed, granted and assured unto the Purchaser by way of sale the tenement Nos. 2 and 3 in the OB3 standing on the



and under an unregistered Indenture of Lease dated 18th July, 2008 made between MHADA (therein referred to as "the Authority") of the One Part and (1) Mr. W. K. Patil and (2) Mrs. B. H. Chheda (therein referred to as "the Lessees") of the Other Part, the Authority demised by way of lease unto the Lessees the land underneath and appurtenant to the tenement No. 2 and 3 in the OB which tenements are standing on a portion of the OB 3 Land admeasuring 211.78 square meters (105.89 sq. mtrs and 105.89 sq. mtrs respectively), for a term of 30 years, in the manner and for the lease rent therein contained.

12. By and under an Indenture of Lease dated 5th May 2008 made between MHADA (therein referred to as "the Authority") of the One Part and Mr. Maqsood Ahmed Jethwa (therein referred to as "the Lessee") and registered with the Sub-Registrar of Assurances, Andheri under Serial No. BDR-4/3973 of 2008, the Authority demised unto the Lessee the land underneath and appurtenant to tenement No. 1 of OB 3 standing on a portion of the OB 3 Land i.e, 105.89 sq. mtrs., for a term of 90 years, on the terms and conditions and for the lease rent

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therein contained together with a right to construct and develop tenement No.1 thereon.

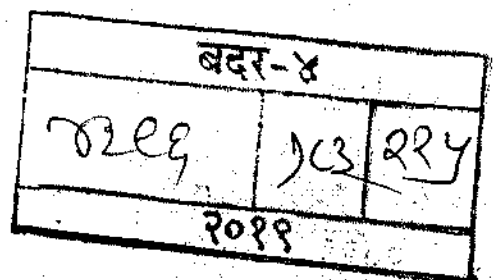
13. OB 4 standing on the OB 4 Land belongs to MHADA.

C. Redevelopment of the Property:

14. By and under an Agreement for Redevelopment dated 8th July, 2005 made between the Society (therein referred to as "the Society") of the One Part and Messrs. Shubh Enterprise (therein referred to as "the Developers") of the Other Part, registered with the office of the Sub-Registrar of Assurances at Andheri-1, under Serial No.BDR-15/01898 of 2005, the Society, inter alia, granted to M/s.Shubh Enterprise ("Shubh") development rights in respect of the Property, that is, to develop the Property inter alia, by demolishing the Buildings and to construct a new building/s on the Plot admeasuring 2734.50 sq. mtrs., as also the "additional area" admeasuring 3444.06 square meters comprising of the internal roads, recreation grounds and titbit land relating to the Property by utilising the maximum Floor Space Index ("FSI") available as also the Transferable Development Rights ("TDR") by purchasing from MHADA and/or in the open market, in accordance with the plans and specifications approved by the Municipal Corporation of Greater Mumbai ("MCGM") and to provide a flat to each member of the Society in the new building/s, free of cost, on the terms and conditions contained therein. Shubh was also permitted to sell and transfer the additional units constructed in the new building/s on "ownership basis" and to appropriate the consideration from the prospective purchasers. Society granted Shubh all powers, authorities and an irrevocable license to enter upon the Property for construction. Under the said Agreement for Redevelopment, Shubh agreed to procure the lease in respect of the additional area referred to above, in favour of the Society from MHADA/MCGM along with other necessary permissions.

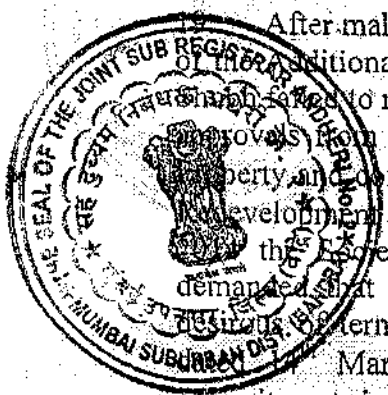
15. In pursuance of the Agreement for Redevelopment dated 8th July, 2005, the Society executed an Irrevocable Power of Attorney dated 16th August, 2005 in favour of Shubh acting through its Partners and granted all requisite powers and authorities in respect of the redevelopment of an area admeasuring 6178.56 sq. mtrs., being the Plot. The Irrevocable Power of Attorney dated 16th August, 2005 is registered with the Sub-Registrar of Assurances, Andheri No. 1 under Serial No. BDR-15/01899 of 2005.

16. The members of the Society had by their individual Consent Letters executed in favour of Shubh consented to the development of the Property by Shubh and confirmed the Agreement for Redevelopment executed by the Society in its favour.



17. MHADA, by its offer letter dated 20th October, 2010 bearing No. CO/MB/Arch/NOC/F-158/6538/10 to the Society in supersession of its earlier offer letter issued to the Society vide letter No.CO/MB/ARCH/NOC/F-716/2663/2005 dated 3rd June, 2005 and previously issued No Objection Certificates bearing No.CO/MB/ARCH/NOC/F-716/4067/2007 and No. CO/ MB / ARCH/NOC/F-716/4678/05 dated 1st September, 2005 and 7th October, 2005, permitted the proposed reconstruction of the existing buildings of the Society under the provisions of the Development Control Regulations for Greater Mumbai, 1991 (as amended) and also permitted additional buildable area on a total plot area admeasuring 6496.23 square meters comprising of the Plot and the adjoining areas including the OB3 Land and OB4 Land.

18. Ultimately, in pursuance of its previous Offer Letters, MHADA by its No Objection letter bearing No.CO/MB/EE-RDC/NOC/F-158/1138/2012 dated 25th July, 2012 ("MHADA NOC") confirmed compliance of all requisites for the No Objection Certificate for redevelopment by the Society and granted its No Objection for the redevelopment of the Buildings as per the proposal of the Society. By the No Objection letter MHADA permitted the Society to undertake development on an amalgamated layout of a total area admeasuring 6496.23 square meters comprising of the Property and other adjoining areas viz., the OB 3 Land, the OB 4 Land, additional land and the reserved ground area, on the terms and conditions contained therein. We are informed that the said NOC is valid and subsisting and has not been withdrawn or cancelled.



19. After making the initial payments to MHADA towards the premium for use of the additional Built Up Area and others as demanded under the Offer Letter, Shubh failed to redevelop the Property. Shubh eventually failed to obtain requisite approvals from MHADA and MCGM for completing the redevelopment of the Property and committed breach of the terms and conditions of the Agreement for redevelopment dated 8th July, 2005. In view thereof, by its letter dated 3rd March, 2014, the Society set out the delays and defaults committed by Shubh and demanded that unless considerable progress is achieved by it, the Society is terminating the said Development Agreement. Shubh, by its letter dated 3rd March, 2014 informed the Society of its inability to fulfill its commitments including making timely payments of rent to all the members.

20. In the Special General Body Meeting of the Society held on 3rd August, 2014, a resolution to terminate the appointment of Shubh as Developer to redevelop the Property and cancel all documents executed in its favour was unanimously approved and passed by the members of the Society. The Society by its letter dated 5th August, 2014 informed Shubh about the termination of the

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Agreement for Redevelopment dated 8th July, 2005 and called upon it to no longer hold itself as the entity undertaking the redevelopment of the Property.

21. By and under a Declaration-cum-Indemnity dated 13th August, 2014 executed by Shubh in favour of the Society, Shubh declared and confirmed to have waived all its rights and claims against the Society and its members in respect of the redevelopment of the Property and that Shubh has no objection to the Society appointing a new developer to carry on the redevelopment of the Society.

22. Thereafter, by a Deed of Cancellation dated 16th September, 2014 executed between the Society (therein referred to as the "Society") of the One Part and Shubh (therein referred to as the "Developer") of the Other Part and registered before the Sub-Registrar of Assurances at Andheri under Serial No.BDR-17/8413 of 2014, the parties thereto inter alia, cancelled and terminated the Agreement for Redevelopment dated 8th July, 2005, the Irrevocable Power of Attorney dated 16th August, 2005 and all other documents and writings executed between the Society and Shubh in connection with the redevelopment of the Property including the declarations /consent /letters / affidavits executed by members of the Society in favour of Shubh. By and under the said Deed of Cancellation, Shubh inter alia, declared and confirmed that it had no right, title, interest, claim or demand in the Property and that the Society is entitled to create third party rights therein including appointing developers for the purpose of redevelopment of the Property in the manner it may deem fit. Shubh further declared and confirmed that the Property is not encumbered or charged the development rights in its favour in the Property for availing any financial assistance from any banks, financial institutions or any other person or entity and that notwithstanding the same, if any loans or financial assistance is availed of by it, it shall be Shubh's sole responsibility and liability to repay such loans and all other amounts payable thereunder without affecting the Property, the Society and/or its members in any manner whatsoever.



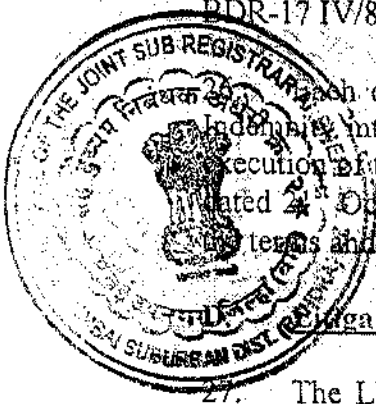
23. In the Special General Body Meeting held on 5th October, 2014, members of the Society considered and accepted the offer made by Darshan Gruhpravesh LLP, a Limited Liability Partnership formed under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at B-106, Concord, 2nd Cross Lane, Lokhandwala Complex, Andheri (West), Mumbai – 400 053 ("the LLP") and further, unanimously resolved to appoint the LLP as the new developer for undertaking the redevelopment of the Property. The Society also empowered its Managing Committee to execute and register the Development Agreement and the Irrevocable Power of Attorney therewith in favour of the LLP.

24. By and under a Development Agreement dated 21st October, 2014 made between the Society (therein referred to as "the Society") of the First Part and the

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LLP (therein referred to as "the Developer") of the Second Part, registered with the Sub-Registrar of Assurances, Andheri No. 1 under Serial No. BDR-17/8490 of 2014, the Society, inter alia, granted irrevocable rights to develop the Property and the OB 4 Land in amalgamation with the adjoining areas as permitted by the MHADA NOC by demolishing the existing Buildings and to construct new building/s on the Plot, to use and utilise the maximum development potential available on the Plot in accordance with the MHADA NOC as well as any additional FSI that may be made available for consumption on the Plot, to provide a flat to each member of the Society in the new building, free of cost, to sell and transfer the additional units constructed in the new building/s on "ownership basis" and to receive and appropriate the consideration from the prospective purchasers and for such other consideration and on the terms and conditions therein contained. The Society also handed the LLP the quiet, vacant and peaceful possession of the Property.

25. In pursuance of the Development Agreement dated 21st October, 2014, the Society executed an Irrevocable Power of Attorney dated 21st October, 2014 in favour of the LLP acting through its Partners viz., Mr. Vishal Ratanghayra and Mr. Gurminder Singh and granted all requisite powers and authorities in respect of the redevelopment. The Irrevocable Power of Attorney dated 21st October, 2014 is registered with the Sub-Registrar of Assurances, Andheri No. 1 under Serial No. BDR-17 IV/8491 of 2014.



Each of the members of the Society by their separate Declarations-cum-Indemnity inter alia, confirmed the appointment of the LLP as the developer, the execution of the Development Agreement and Irrevocable Power of Attorney both dated 21st October, 2014 in favour of the LLP and further agreed to comply with the terms and conditions thereunder.

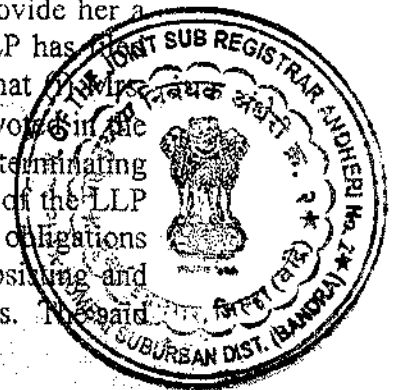
27. The LLP has informed that the following litigation is pending against it before the National Consumer Disputes Redressal Commission, New Delhi, the details whereof are given hereinbelow:

- (a) Consumer Complaint bearing No.483 of 2014: The Complainant, Mr. Ranjit Hegde has filed the said Complaint bearing No. 483 of 2014 before the National Consumer Disputes Redressal Commission, New Delhi against Shubh, the LLP and the Society inter alia contending that Shubh had by an allotment letter executed in his favour, allotted a residential flat in the new building/s to be constructed on the Property. The Complainant has *inter alia* prayed for reliefs for directing Shubh, the LLP and the Society to provide a

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flat in accordance with the terms of the allotment letter or in the alternative pay damages. The LLP who has also been joined as a party respondent has filed its reply in the aforesaid proceedings *inter alia* contending that Mr. Hegde has failed to make out any case against the LLP and is therefore not entitled to any reliefs as sought by him against the LLP. The said Complaint is pending for hearing and final disposal;

- (b) Consumer Complaint bearing No.484 of 2014: The Complainant, Mrs. Yashoda Shetty, a member of the Society, through her Constituted Attorney Ms. Yogeeshha Shetty has filed a Complaint bearing no. 484 of 2014 before the National Consumer Disputes Redressal Commission, New Delhi against Shubh, the LLP and the Society *inter alia* contending that Shubh has defaulted in making payments due to the Society's members and has carried on unauthorized construction on the Property and has *inter alia* prayed for directions to Shubh, the Society and the LLP to provide her a flat admeasuring 650 square feet or thereabouts. The LLP has filed its reply in the aforesaid proceedings *inter alia* stating that Mrs. Yashoda Shetty being a member of the Society has attended and voted in the Special General Body Meetings in which resolutions for terminating Shubh's appointment as the developer and appointment of the LLP as the new developer were passed and (ii) the contractual obligations of the LLP towards the members of the Society are subsisting and that the LLP is ready and willing to fulfil such obligations. The said Complaint is pending for hearing and final disposal.



E. PR Cards, Searches and Public Notices:

28. We have perused the Property Register Cards in respect of the CTS No. 195 and CTS Nos. 195/1 to 138. The Larger Property bearing CTS No. 195 is in the name of "Maharashtra Housing Board". However, the name of the Society has not been mutated and/or recorded as the Lessee in the Property Register Card in respect of the Plot demised in favour of the Society under the Indenture of Lease dated 15th January, 1997. The Plot is not sub-divided and is consequently to be a part of the Larger Property.

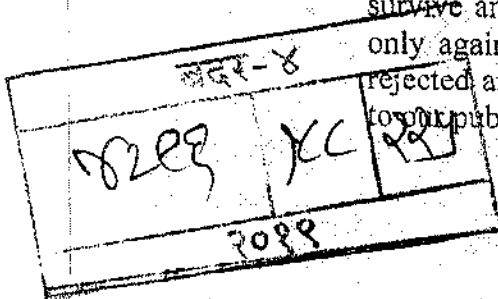
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29. We have caused searches to be conducted in the offices of the concerned Sub-Registrar of Assurances at Bandra and Mumbai for the last 45 years and also in the revenue records maintained in respect of the Property alongwith the Additional Area/Tit-Bit Plot (including the mutations in respect of AakarPhodPatrak and Kami JastPatrak) since the year 1931, through Mr. D.K. Patil who has submitted his report dated 15th July, 2014. No adverse entries, claims or

encumbrances were found in respect of the Property and/or the development rights granted to the LLP. The Society has by its letter dated 27th May, 2015 declared that pursuant to the Development Agreement dated 21st October, 2014 no further transactions whatsoever have been made with respect to the Property.

30. We have caused public notices to be issued in the Economic Times and Navshakti on 30th April, 2015 for investigating the title of the LLP with respect to the development rights of the Property alongwith the areas sanctioned under the Offer Letter. In response thereto, we have received claims and objections inter alia from several allottees of Shubh individually and/or through their Advocates and from Shubh by its letter dated 14th May, 2015 amongst other claims and objections.

- (a) The objections received by us majorly pertain to claims and demands made on the basis of diverse allotment letters issued by Shubh with respect to booking/reservation of residential flats in the free safe area in proposed new building/s on the Property. In our view, all the claims and objections received are money claims against Shubh and none of the objections are substantiated or supported by any documentary evidence against the LLP. All the aforesaid claims are necessarily made out against Shubh alone, whose appointment as the developer of the Property has been terminated by the Society which termination has been accepted by Shubh unconditionally and in pursuance thereof has executed Deed of Cancellation of all the agreements and writings executed by the Society in its favour. Additionally, as mentioned hereinabove, by and under a Declaration-cum-Indemnity dated 23rd April, 2014 executed by Shubh in favour of the Society Shubh has declared and confirmed that it has not created any third party rights and has waived all its rights and claims against the Society and its members in respect of the redevelopment of the Property. Thus, none of the claims received have any charge or encumbrance on the Property. A claim has also been received from Maruti Dwellers Pvt. Ltd., on the basis of an unregistered joint venture agreement supposedly executed by Shubh in its favour for joint development of the Property and the monies paid by it thereunder to Shubh and/or at the behest of Shubh. The joint venture agreement does not suggest the Society having consented to the same. In our view, considering that Shubh's appointment as developer has been terminated by the Society which termination has been unconditionally accepted by Shubh and for the other reasons set out hereinabove, the said joint venture agreement claimed by Maruti Dwellers Pvt. Ltd., cannot survive and any claims that Maruti Dwellers Pvt. Ltd., may have shall lie only against Shubh. In the circumstances, the LLP has refuted, waived, rejected and abandoned all the claims and objections received in response to our public notices.



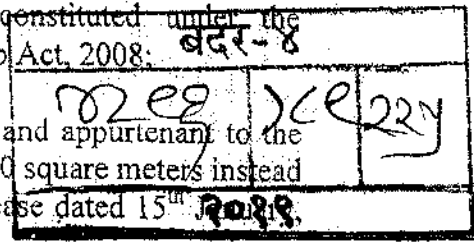
(b) By its letter dated 14th May, 2015, Shubh has claimed compensation/reimbursement of expenses from the Society and the LLP for the work done by it on the Property. Shubh has accepted its failure and inability to redevelop the Property. The Society has by a unanimous resolution passed in its Special General Body Meeting held on 23rd February 2014 terminated the appointment of Shubh as the developer to redevelop the Property, which termination Shubh had accepted unconditionally and in pursuance thereof has executed Deed of Cancellation of all the agreements and writings executed by the Society in its favour. Additionally, as mentioned hereinabove, by and under a Declaration-cum-Indemnity dated 5th April, 2014 executed by Shubh in favour of the Society, Shubh has declared and confirmed to have waived all its rights and claims against the Society and its members in respect of the redevelopment of the Property. In our view therefore, the claim and objection received from Shubh in respect of the Property is false, unjustified and does not survive against the Property. In the circumstances, the LLP has by our letter dated 18th June, 2015 refuted, waived, rejected and abandoned the claim and objection received from Shubh in response to our public notices.

(c) The said Mr. Ranjit Hegde and Mrs. Yashoda Shetty have also notified their objections in respect of the Consumer Complaints mentioned above in response to the public notices.

F. Declaration-on-title

31. The LLP through its Designated Partner, Mr. Gurminder Singh, represented to us that:

- (i) the LLP has been validly formed and constituted under the provisions of the Limited Liability Partnership Act, 2008;
- (ii) the area of the Plot i.e, the land underneath and appurtenant to the Buildings is erroneously mentioned as 2734.50 square meters instead of 3534 square meters in the Indenture of Lease dated 15th 1997;
- (iii) the conveyance in respect of the OB4 Building and lease in respect of the land underneath and appurtenant thereto i.e, OB4 Land, is yet to be obtained in favour of the Society;

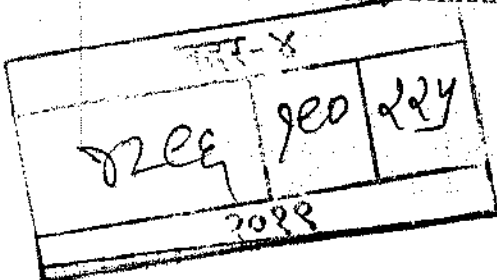


- (iv) there are no mortgages, charges, liens, encumbrances of any nature subsisting on the Property and/or the development rights granted to the LLP;
- (v) save and except the Consumer Complaint Nos.483 of 2014 and 484 of 2014, there is no other litigation against the Property and/or the LLP nor are they subject to any dispute or attachment either before or after judgment nor is there any restraining order or injunction passed by any court or authority pertaining to the Property or any part thereof or on the development rights granted to the LLP;
- (vi) all the title deeds, documents and writings in favour of the Society as also the MHADA Allotment Letters, No Objection Letters, demarcation plans, etc., with respect to the Property are valid and subsisting and have not been cancelled/terminated or threatened to be cancelled or terminated;
- (vii) the Development Agreement and the Irrevocable Power of Attorney both dated 21st October, 2014 executed in favour of the LLP are valid and subsisting and have not been cancelled/terminated or threatened to be cancelled or terminated at any point of time;
- (viii) the rights under the Development Agreement and the Irrevocable Power of Attorney both dated 21st October, 2014 have not been assigned or transferred by the LLP nor has it entered into any agreements, memorandum of understanding or any other writing creating third party rights therein;
- (ix) the powers and authorities granted under the Irrevocable Power of Attorney to the LLP in connection with the redevelopment of the Property have been not been revoked or altered any time; and
- (x) the LLP is in physical possession of the Society's property in pursuance of the Development Agreement executed in favour of the LLP.



G. Conclusion:

32. In our view, Samudra Darshan Gruhpravesh LLP is entitled to undertake redevelopment on the amalgamated layout of a total area admeasuring 6496.23 square meters comprising of the Property and other adjoining areas in pursuance of the Development Agreement dated 21st October, 2014 and the MHADA NOC by demolition of the existing buildings thereon, to construct new building/s



thereon and to deal with the surplus area in the manner as provided under the Development Agreement dated 21st October, 2014. Subject to the above and based on the representations made to us, in our opinion,

- (i) the Society viz. Samudra Darshan Co-operative Housing Society Limited is entitled to the leasehold right, title and interest in the said Plot and is the owner of the Buildings viz., Building Nos. 9, 12, 13 and 14 standing on the said Plot and
- (ii) Samudra Darshan Gruhpravesh LLP is entitled to the development rights of the Property as described in the Schedule hereunder written, to develop the Property in accordance with and subject to the terms and conditions of the MHADA NOC and its title to the said development rights, is clear and marketable.

THE SCHEDULE REFERRED TO ABOVE

(Description of the "Property")

All those pieces and parcels of land admeasuring in the aggregate 2734.50 sq. metres (3534 square meters as per the MHADA demarcation plans), bearing Survey No.106-A (part) and corresponding C.T.S. No.195 (part) situate at _____ Nagar, Village Andheri, Taluka Andheri, Mumbai Suburban District, together with the building/structures standing thereon bearing Nos.9, 12, 13 and 14 and bounded as follows:

- On or towards the EAST: By Building No. C-5, Building No. C-6 and Building No. 8
- On or towards the WEST: By 12.20 mt wide Road, Building No. 10 and Building No.11
- On or towards the NORTH: By 12.20 mt wide Road, Building No. 11 and Building No. C-6
- On or towards the SOUTH: By 12.20 mt wide Road.



बंदर-४		
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Dated this 9th day of July, 2015.

Kanga and Company,

S.V. Sampat
 Partner

ANNEXURE - ' I '



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 : P51800014518

Project: **Platinum Life, Plot Bearing / CTS / Survey / Final Plot No.: 195 PT, SURVEY NO 106/1A, 1/6Ast Andheri, Andheri, Mumbai Suburban, 400053;**

1. **Samudra Darshan Gruhpravesh Lip** having its registered office / principal place of business at *Tehsil: Andheri, District: Mumbai Suburban, Pin: 400060.*
2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (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 08/12/2017 and ending with 31/12/2024 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there



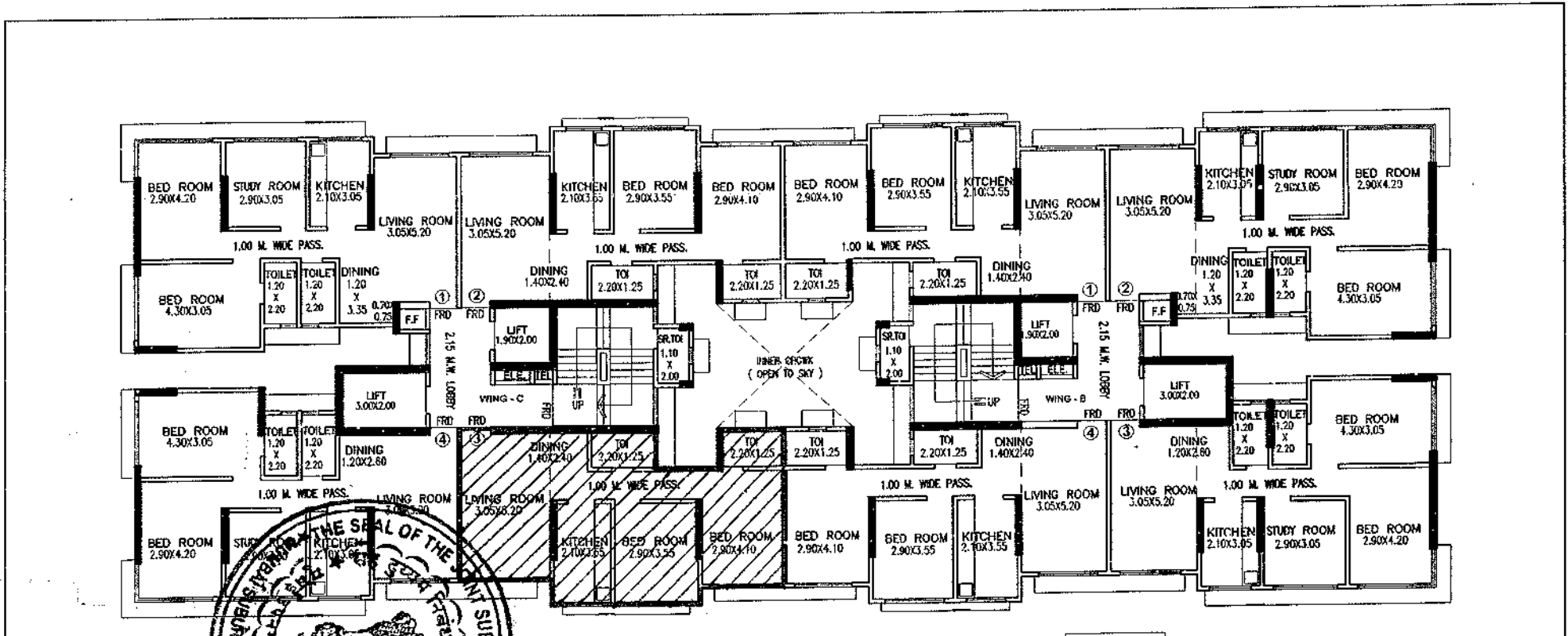
Dated: 08/12/2017

Place: Mumbai

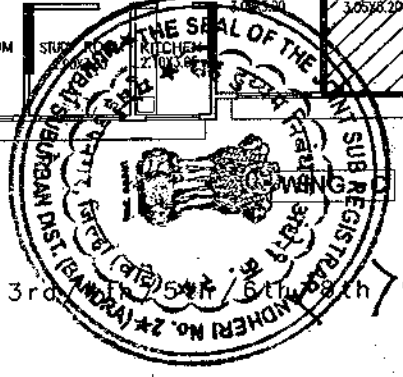
Signature valid
Digitally Signed by
Dr. Vasantrao Remanand Prabhu
(Secretary, MahaRERA)
Date: 08-12-2017 18:05:13

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

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WING - B



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2nd / 3rd / 4th / 5th / 6th / 7th / 8th / 9th / 10th / 11th / 12th / 13th / 15th **EIGHTH** FLOOR PLAN

PLATINUM LIFE
D.N. NAGAR, ANDHERI (W), MUMBAI

NAME OF DEVELOPER	SAMUDRA DARSHAN GRUHPRAVESH LLP
NAME OF ARCHITECT	SPACE MOULDERS



Handwritten signature

ANNEXURE - 'J'

ANNEXURE 'J1'

Flat No. **803**, Wing - **C** on the **8th** Floor, admeasuring approximately **61.78** square meters carpet area (excluding the area of the balconies) (as per the definition of the term "carpet area" under Section 2 (k) of RERA); and in addition thereto having an attached/enclosed balcony with an area of (-) square meters carpet area, thus aggregating to an area of **61.78** square meters, in the Second Building out of the Proposed Buildings to be constructed on the Larger Land as more particularly described in the First Schedule hereinabove written. It is clarified that the carpet area as mentioned hereinabove (excluding the area of balcony) is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules (viz. the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the apartment).

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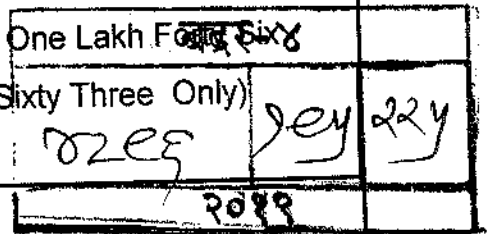
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ANNEXURE 'K'

DETAILS OF CONSIDERATION AND INSTALLMENTS OF CONSIDERATION

1. The total consideration (purchase price) payable by the Purchaser/s to the Developer in respect of the said Flat shall be **Rs. 2,05,84,250/- (Rupees Two Crore Five Lakh Eighty Four Thousand Two Hundred Fifty Only)**.
2. All cheques, pay orders, demand drafts issued towards sale bookings, allotment receipts and/or installments by the Purchaser/s in respect of Consideration Value shall be issued favouring "SAMUDRA DARSHAN GRUHPRAVESH LLP Escrow Account' bearing account no. **57500000081764**" with HDFC Bank or in such other name as may be communicated to the Purchaser/s in writing by the Developer.
3. The Purchaser/s have already paid to the Developer a sum of **Rs. 10,29,213/- (Rupees Ten Lakh Twenty Nine Thousand Two Hundred Thirteen Only)** out of the Consideration Value and the balance amount of **Rs. 1,95,55,037/- (Rupees One Crore Ninety Five Lakh Fifty Five Thousand Thirty Seven Only)** (hereinafter referred to as "the Balance Consideration") is still to be paid by the Purchaser/s to the Developer.
4. The Balance Consideration is to be paid by the Purchaser/s to the Developer in the following installments:

Payments to be made in the following manner	Amount to be paid
Amount paid by the Purchaser/s to the Developer prior to the execution hereof (the payment and receipt whereof the Developer both hereby admit and acknowledge).	Rs. 10,29,213/- (Rupees Ten Lakh Twenty Nine Thousand Two Hundred Thirteen Only)
Amount to be paid by the Purchaser/s to the Developer simultaneously against the execution hereof	Rs. 51,46,063/- (Rupees Fifty One Lakh Four Thousand Sixty Three Only)
On Completion of Excavation	Rs. 20,58,425/- (Rupees Twenty Lakh Fifty Eight Thousand Four Hundred Twenty Five Only)



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On Completion of 2 nd Basement slab	Rs. 20,58,425/ - (Rupees Twenty Lakh Fifty Eight Thousand Four Hundred Twenty Five Only)
On Completion of Plinth	Rs. 10,29,213/ - (Rupees Ten Lakh Twenty Nine Thousand Two Hundred Thirteen Only)
On Completion of 1 st floor slab	Rs. 10,29,213/ - (Rupees Ten Lakh Twenty Nine Thousand Two Hundred Thirteen Only)
On Completion of 4 th floor slab	Rs. 10,29,213/ - (Rupees Ten Lakh Twenty Nine Thousand Two Hundred Thirteen Only)
On Completion of 8 th floor slab	Rs. 10,29,213/ - (Rupees Ten Lakh Twenty Nine Thousand Two Hundred Thirteen Only)
On Completion of 12 th floor slab	Rs. 10,29,213/ - (Rupees Ten Lakh Twenty Nine Thousand Two Hundred Thirteen Only)
On Completion of Terrace floor slab	Rs. 10,29,213/ - (Rupees Ten Lakh Twenty Nine Thousand Two Hundred Thirteen Only)
On Completion of external and internal walls of the apartment	Rs. 10,29,213/ - (Rupees Ten Lakh Twenty Nine Thousand Two Hundred Thirteen Only)



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On Completion of Internal Plaster/Gypsum, Flooring, Doors, Windows & Sanitary Fittings of the Apartment	Rs. 10,29,213/ - (Rupees Ten Lakh Twenty Nine Thousand Two Hundred Thirteen Only)
On Completion of External Plumbing & Plaster, Staircases, Lift Wells and Lobbies up to the Floor Level of the Apartment	Rs. 10,29,213/ - (Rupees Ten Lakh Twenty Nine Thousand Two Hundred Thirteen Only)
On hand over of possession of Apartment or on receipt of OC or BCC whichever is earlier	Rs. 10,29,212/ - (Rupees Ten Lakh Twenty Nine Thousand Two Hundred Twelve Only)
TOTAL	<u>Rs. 2,05,84,250/ -</u>

Total Amount in Words: Rupees Two Crore Five Lakh Eighty Four Thousand Two Hundred Fifty Only.

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ANNEXURE 'L'

LIST OF THE SAID AMENITIES AND FACILITIES

PART A

COMMON AMENITIES AND FACILITIES FOR THE PROPOSED BUILDINGS

- RCC framed structure with transfer girder system and raft foundation
- Underground Basements with RCC retaining walls for mechanical car parking
- Mechanical stack parking at ground / stilt level
- Paving at ground / stilt area with landscape lights
- Well-designed compound wall and entrance gates
- Well-decorated air-conditioned entrance lobbies for each wing
- Passenger lifts of reputed make
- Swimming Pool, Club house and Gymnasium area as permissible by statutory authorities
- CCTV and Intercom system
- Planters and open-to-air seating at common R.G. and terrace level
- Multipurpose Court
- Children's Play Area
- Senior Citizen's Corner
- Indoor Games
- Party Deck/Zone
- Yoga Zone
- Provision for Rain Water Harvesting system
- Provision for Sewage treatment plant (STP)

PART B

SPECIFICATIONS, AMENITIES, FIXTURES, FITTINGS, AND AMENITIES TO BE PROVIDED IN THE SAID FLAT

Imported Marble Flooring

Main entrance flush door with safety lock and quality branded hardware

- Marble/Granite/Wooden jambs for doors and windows
- Anodized/Powder coated aluminium sliding/openable windows
- POP/Gypsum finished Internal walls with quality paint
- Granite/Quartz cooking/preparation platform in kitchen with 2 feet height Dado
- Stainless steel sink and cooking hob/stove, chimney of reputed make in kitchen
- Storage cabinets under platform counter and overhead storage shelves in kitchen
- Designer tiles of reputed make in bathroom(s)
- Provision for water purifier connection in kitchen
- Provision for geyser and exhaust fan connection in kitchen and bathroom(s)
- European WC, Washbasin and C.P. fittings of reputed make in bathroom(s)
- Concealed UPVC/ CPVC/ GI plumbing
- Provision for Air Conditioners
- Concealed copper wiring and electrical points
- Provision for Telephone and Cable TV points
- Modular switches and plug points of reputed make

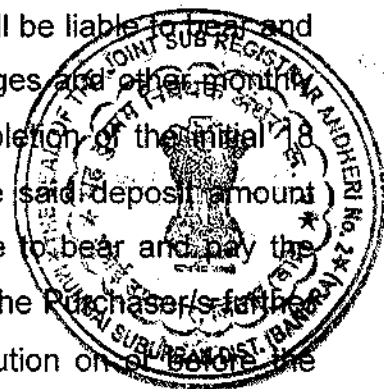
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Annexure 'M'

Amounts to be paid by the Purchaser/s to the Developer as per Clause 19.1 of the Agreement

1. A sum of Rs. 500/- towards acquiring the shares of the Society and entrance fee of Rs.100/- for the admission of the Purchaser/s to the Society and a corpus fund of Rs. 1,00,600/- (Rupees One Lakh Six Hundred Only).
2. A sum of Rs. 20,000/- (Rupees Twenty Thousand Only) towards legal and documentation charges (Non-Refundable);
3. A sum of Rs. 1,00,000/- (Rupees One lakh Only) towards club membership charges (Non-Refundable);
4. A sum of Rs. 30,000/- (Rupees Thirty Thousand Only) towards charges for water meter and electric meter, costs of electric sub-station and cables and other utility deposits (Non-Refundable);
5. A sum of Rs. 6,65,000/- (Rupees Six Lakh Sixty Five Thousand Only) towards proportionate share of premiums / cess/ development charges /infrastructure charges, etc. (Non-Refundable);
6. A sum of Rs. 1,43,640/- (Rupees One Lakh Forty Three Thousand Six Hundred Forty Only) as a deposit towards provisional maintenance charges for 18 (Eighteen) months in advance, commencing 7 (Seven) days after notice in writing is given by the Developer to the Purchaser/s that the said Flat, is ready for being occupied, the Purchaser/s shall be liable to bear and pay the proportionate share of the maintenance charges and other monthly outgoings in respect of the said Flat. After the completion of the initial 18 (Eighteen) months as aforesaid or exhaustion of the said deposit amount (whichever is earlier), the Purchaser/s shall be liable to bear and pay the maintenance charges in respect of the said Flat and the Purchaser/s further undertake/s to pay such provisional monthly contribution on or before the 5th day of each month in advance till handover of the management of the Proposed Buildings to the Society to the Developer and thereafter to the Society; and the Purchaser/s shall not withhold the same for any reason whatsoever. It is further agreed that the Purchaser/s will be liable to pay the Agreed Rate of Interest to the Developer for any delay in payment of such outgoings;
7. Balance of all taxes including but not limited to GST if applicable towards the items mentioned hereinabove above and otherwise in the Agreement. Time as to payment of the aforesaid amounts shall be of the essence of this Agreement.



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दुय्यम निबंधक : सह दु.नि. अंधेरी 2

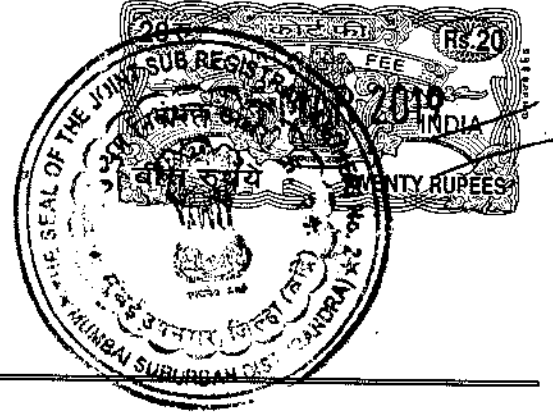
दस्त क्रमांक : 4296/2019

नोदणी :

Regn:63m

गावाचे नाव : अंधेरी

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	20584250
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	14272000
(4) भू-मापन,फोटोहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: सदनिका क्रमांक 803, माळा नं: 8 वा मजला, इमारतीचे नाव: प्लॅटिनम लार्डफ- सी विंग,समुद्रदर्शन को ऑप ही सो लि, ब्लॉक नं: अंधेरी पश्चिम,मुंबई- 400053, रोड : ऑफ जयप्रकाश रोड,डी एन नगर, इतर माहिती: सदनिका चे क्षेत्र 61.78 चौ मी कारपेट म्हणजे 67.96 चौ मी बांधीव(रेरा प्रमाणे). सी टी एस नं 195(पार्ट)मौजे अंधेरी.((C.T.S. Number : 195 (PART) ;)
(5) क्षेत्रफळ	1) 67.96 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-समुद्रदर्शन गृहप्रवेश एल एल पी चे भागीदार श्रीवत्स प्रदीप वकील तर्फे मुखत्यार (कबुलीजबाबसाठी) प्रकाश नारायण वारंग वय:-46; पत्ता:-प्लॉट नं: ऑफिस नं ९०१, माळा नं: ९ वा मजला, इमारतीचे नाव: पेनिनसुला हाईटस , ब्लॉक नं: अंधेरी पश्चिम, मुंबई, रोड नं: सी. डी. बर्फीवाला लेन, जुहू लेन, महाराष्ट्र, मुंबई. पिन कोड:-400058 पॅन नं:-AAPFP5184M
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-निकिता कुमावत वय:-30; पत्ता:-, - , हाऊस नं अ एच -२२४ , स्कीम नं ५४, इंदोरे, मध्य प्रदेश आज मुंबईत, -, विजय नगर, MADHYA PRADESH, INDORE, Non-Government. पिन कोड:-452010 पॅन नं:-BNJPK8305F
(9) दस्तऐवज करून दिल्याचा दिनांक	30/04/2019
(10)दस्त नोंदणी केल्याचा दिनांक	30/04/2019
(11)अनुक्रमांक,खंड व पृष्ठ	4296/2019
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	1235500
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

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

सह. दुय्यम निबंधक, अंधेरी क्र. २
मुंबई उपनगर जिल्हा