

Dadamiya Emerald SBI - Administrative other
Jost Vastukala
Farid Shaikh - 9833447891 Sachin Joshi
rfs 03 jul @ gmail. com



Maharashtra Real Estate Regulatory Authority

Dated - 22/05/2024

To,
Dadamiya Infrastructure LLP
F-53 Kohinoor City Mall
Kirod Road, Off L.B.S. Marg Kurta (W),
Kurta, Kurta,
MAHARASHTRA - 400070.

Sir/Madam,

Congratulations, on your real estate project **Dadamiyas Emerald** being registered with MahaRERA under project registration no **P51800056273**.

In view of the registration of your project, it is expected that you shall execute and complete the construction of your project with occupation certificate and submission of Form 4, by **31/01/2027** the date of completion of the project as recorded by you on your own motion in the application submitted for registration.

Further it is expected from you, that you shall adhere to the instructions in MahaRERA order No 33/2022 dated 05.07.2022 that mandates promoters to regularly update their project related data as per the formats prescribed and in compliance with the timelines mentioned in the said Order. The mandatory progress returns must be uploaded on your project webpage.

MahaRERA trusts that you will remain compliant with the provisions of the law, the Orders and Circulars of MahaRERA as assured from time to time and ensure that the project is completed in all respect within the completion date, stated.

Thanking you,

Yours faithfully,

Signature valid
Digitally Signed by
Dr. Vasundhara Prabhakar
(Secretary, MahaRERA)
Date 22-05-2024 17:53:28

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





Maharashtra Real Estate Regulatory Authority

Dated : 31/05/2024

To,
Dadamiya Infrastructure LLP
F-53 Kohinoor City Mall,
Kiroi Road, Off L.B.S. Marg Kurla (W),
Kurla, Kurla,
MAHARASHTRA - 400070.

Sir/Madam,

Congratulations, on your real estate project **Ambrose Heights** being registered with MahaRERA under project registration No. **P51800056407**.

In view of the registration of your project, it is expected that you shall execute and complete the construction of your project with occupation certificate and submission of Form 4, by **31/03/2027**, the date of completion of the project as recorded by you on your own motion in the application submitted for registration.

Further it is expected from you, that you shall adhere to the instructions in MahaRERA order No.33/2022 dated 05.07.2022 that mandates promoters to regularly update their project related data as per the formats prescribed and in compliant with the timelines mentioned in the said Order. The mandatory progress returns must be uploaded on your project webpage.

MahaRERA trusts that you will remain compliant with the provisions of the law, the Orders and Circulars of MahaRERA as issued from time to time and ensure that the project is completed in all respect within the completion date, stated.

Thanking you,

Yours faithfully

Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date:31-05-2024 18:09:16

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



BRIHANMUMBAI MUNICIPAL CORPORATION
FORM 'A'



MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No P-8179/2021/(1298)/R/S Ward/KANDIVALI R/S/CC/1/New

COMMENCEMENT CERTIFICATE

To,
Dadamiya Infrastructure LLP, C.A. to Owner.
F-53, Kohinoor City Mall,
Kirod Road, Off. L.B.S. Marg,
Kurla (W), Mumbai
Sir,

With reference to your application No. **P-8179/2021/(1298)/R/S Ward/KANDIVALI R/S/CC/1/New** Dated. **11 Aug 2021** for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated **11 Aug 2021** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. **1298** Division / Village / Town Planning Scheme No. **KANDIVALI R/S** situated at **Chhatrapati Shivaji Road Road / Street** in **R/S Ward Ward**.

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

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

The Municipal Commissioner has appointed Shri. **Shri Santosh U. Raut EE (B.P.) WS-II R-1 Ward** Executive Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 25/4/2025

Issue On : 26 Apr 2024

Valid Upto : 25 Apr 2025

Application Number :

P-8179/2021/(1298)/R/S Ward/KANDIVALI
R/S/CC/1/New

Remark :

This C.C. is granted for work upto plinth level only, as per approved IOD plans dtd. 03.11.2023.



Digitally signed by SANTOSH UTTAMRAO RAUT
Date: 26 Apr 2024 18:54:34
Organization: Brihanmumbai Municipal Corporation
Designation: Executive Engineer

For and on behalf of Local Authority
Brihanmumbai Municipal Corporation

Executive Engineer, Building Proposal

Western Suburb II R/S Ward Ward

Cc to :

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

Kohinoor City Mall Co-Operative Soc. Ltd.

Registration No. Reg :MUM-2/WL/GNL/C/11661/18-19/2019
Society Office, Ground Floor, Kiroi Road, Kurla West, Mumbai - 400 070.
GSTIN No : 27AAGAK2517B1Z2

Maintenance Bill [April 2024 - June 2024]

Name : SANA MOINUDDIN SHAIKH

Office No : F-53
Area : 728.40 Sq.Ft

SAC : 999598

Bill No 2024-25/054
Bill Date : 01-05-2024
Due Date : 31-05-2024
POS : MH (27)

Sr. No.	Particulars of Charges	Amount (Rs.)
A	Non GST Charges	
1	COMMON AREA PROPERTY TAX	2,625.00
2	COMMON ELECTRICITY CHARGES	2,040.00
3	WATER CHARGES	1,311.00
4	INSURANCE CHARGES	153.00
	Sub Total of Non GST Charges - A	6,129.00
B	GST Charges	
5	SINKING FUND	459.00
6	REPAIR FUND	1,377.00
7	SERVICE CHARGES	5,100.00
8	REPAIR & MAINTAINANCE EXPENSES	1,748.00
	Sub Total of GST Charges - B	8,684.00
	Sub Total (A + B)	14,813.00
	Adjustment Credit/Rebate	0.00
	Previous Arrears	
	Principal	0.00
	Interest	0.00
	Interest on Arrears (C)	0.00
	SGST @ 9.00% on (B + C)	781.56
	CGST @ 9.00% on (B + C)	781.56
	Round-Off value	-0.12
	Total Outstanding Amount	16,376.00 Dr

E. & O.E.
Basic Exemption for GST is Rs.0

In Words : Rupees Sixteen Thousand Three Hundred Seventy-Six Only.

Notes:

1) Please make payment on or before due date by cross cheque only. 2) Cheque should be drawn in the name of ' Kohinoor City Mall Co-op. Soc. Ltd.' 3) Any objection / error in this bill must be intimated within 7 days. 4) Interest will be charged after due date @ 21% p.a.

5) Details for NEFT/RTGS : Mumbai District Central Co-op. Bank Ltd., Branch : Kurla West, Saving Account No. 00071006000429, IFSC Code: MDCB0680007.

Prepared by: SHAIKH ASSOCIATES (Management, Consultant & Accounting Services) Cont. No. 022 66977663 / 66977664.

Kohinoor City Mall Co-Operative Soc. Ltd.

COMPUTERISED BILL, SIGNATURE NOT REQUIRED

Kohinoor City Mall Co-Operative Soc. Ltd.

Registration No. Reg :MUM-2/WL/GNL/C/11661/18-19/2019
Society Office, Ground Floor, Kiroi Road, Kurla West, Mumbai - 400 070.

RECEIPT

Received with thanks from SANA MOINUDDIN SHAIKH

Receipt Period: 09-01-2024 to 30-04-2024

Office No: F-53

Bill Type	Recpt Date	Receipt No.	Chk Date	Cheque/NEFT No.	Payer Bank	Payer Branch	Amount
Maintenance	29-01-2024	3	29-01-2024	439462	STATE BANK OF INDIA	-	13,751.00
						Total :	13,751.00

In Words : Rupees Thirteen Thousand Seven Hundred Fifty-One Only

Portal brought to you by Way2Society.com

(12)

Ambrose

Form 346
88

in replying please quote No.
and date of this letter.



BRIHANMUMBAI MUNICIPAL CORPORATION

Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, as amended up to date.

No. P-8179/2021/(1298)/R/S Ward/KANDIVALI R/S/IOD/1/New Dated- 03
November 2023

MEMORANDUM

Municipal Office,
Mumbai

To,

Ambrose Co-op Hsg. Soc. Ltd.

Shivaji Road, Dahanukar Wadi, Kandivali (West), Mumbai - 400067.

With reference to your Notice 337 (New) , letter No. 8774 dated. 11/8/2021 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed redevelopment on plot bearing C.T.S. Nos. 1298 of Village- Kandivali at 13.40 M. wide Chhatrapati Shivaji Road, Dahanukar Wadi, Kandivali (West), Mumbai 400 067 in 'R/S' Ward.1298 furnished to me under your letter, dated 11/8/2021. I have to inform you that, I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended up to-date, my disapproval by reasons thereof :-

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

- 1 The Commencement certificate under section 44/69(i) a of MR & TP act will not be obtained before starting proposed work.
- 2 That the low lying plot will not be filled up to reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc. and will not be levelled, rolled, consolidated and sloped towards road side before starting the work.
- 3 That the Board shall not be displayed showing details of Proposed Work, Name of Owner, Developer, Architect, RCC Consultant etc.
- 4 That the Notice in the form of Appendix XV (Work Start Notice) shall not be submitted.
- 5 That the Janata Insurance Policy shall not be submitted.
- 6 That the requisitions of Reg. 49 and 50 of DCPR 2034 shall not be complied with and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.
- 7 That the work shall not be carried out between 6.00am to 10.00pm only in accordance with rule 5A(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.

- 8 That this IOD shall not be used as an instrument for existing the occupants without following due process of law.
- 9 That the NOC from collector (MSD) for excavation for foundation will not be submitted.
- 10 That in case of no cutting of trees, Self-certification by Consultant shall not be submitted.
- 11 Existing structure proposed to be demolished shall not be demolished.
- 12 That the adequate safeguards should not be employed for preventing dispersal of (dust) particles/ particles through the Air (or even otherwise) & adequate record shall not be maintained & uploaded for every single trip for disposal of C&D waste, at the time of loading the C&D waste in vehicle, after loading the C&D waste in the vehicle during the hauling.
- 13 The construction debris generated from this particular site, shall not be transported & deposited in specific site.
- 14 That the SWM NOC shall not be submitted before start of demolition of existing building.
- 15 That the construction site & landfill site shall not be inspected by the Architect/ Licensed Engineer, the compliance report thereof shall not be uploaded, any breach in respect of the same will not entail the cancellation of the building permission or the IOD & the work will not be liable to be stopped immediately.
- 16 That the construction is being permitted with a condition that the debris shall not be deposited on pre-identified site with due consent / NOC of the land Owner.
- 17 That the probable quantity of C&D Waste should not be indicated in advance prior to commencement of work.
- 18 That C&D Waste of large scale above 20 MT shall not be disposed off as per Waste management plan approved online & as per Construction and Demolition Waste Management Rules 2016. In case the quantity is within 20 MT for small generators, the C&D Waste shall not be disposed off. in accordance with the 'debris on call system', details thereof shall not be submitted to that effect
- 19 That in the event the consent given by the disposal site owner / authority is revoked for any reasons, and/ or in the event the time limit during which disposal site was available gets expired, the relevant construction activity shall not be stopped & show cause notice shall not be given & till such time Waste Management Plan/ Debris Management plan is amended to provide the new site for dumping of C&D Waste and got approved online, construction work shall not be recommenced.
- 20 That any officer of BMC/ Monitoring Committee shall not be entitled to inspect the record of grant of IOD, visit & inspect landfill sites, as well as, BMC Officers/ Monitoring Committee shall not be entitled to bring to the notice of BMC any breach in the IOD conditions. The order passed by BMC on the reported breaches shall not be final & binding
- 21 That all the conditions in the orders of Hon'ble Supreme Court of India dated 15.03.2018 in the case of Dumping Ground should not be complied with.
- 22 That the valid Bank Guarantee of Rs. 5,00,000/- or as per policy circular shall not be furnished solely for the purpose of ensuring compliance of the conditions in the Waste Management Plan/ Debris Management Plan approved by SWM department of BMC, till grant of full Occupation Certificate.
- 23 That the Comprehensive RUT and Indemnity bond shall not be submitted
- 24 That the excess parking spaces shall not be handed over to BMC in case the entire FSI is not

- consumed as per principal approval and the RUT for the same shall not be submitted before FCC.
- 25 That the bore well shall not be constructed in consultation with H.E.
 - 26 That the remarks, design, planning etc. from the respective consultant shall not be submitted for following: (a) Internal SWD, (b) Rain water harvesting, (c) Internal drainage works, (d) Structural design & plan showing the structural details including provision of seismic/wind load & calculations for the prop. building and any other consultants, if any required
 - 27 That the provision of Rain Water Harvesting as per design prepared by approved consultant in the field shall not be submitted before C.C. & completion to the same shall not submitted before O.C.C.
 - 28 That the precautionary measures to avoid dust nuisance such as erection of G.I. sheet screens at plot boundaries upto reasonable height shall not be provided before demolition of existing structures at site.
 - 29 That payment as per schedule of instalment facility granted by Dy.Ch.E(BP)WS-II shall not be made and Post dated Cheque (PDC) as per instalments facility schedule shall not be submitted.
 - 30 That Registered Undertaking stating that all the terms and conditions mentioned in the payment facility circular dtd. 17.09.2019 shall not be followed scrupulously.
 - 31 That the Registered Indemnity Bond indemnifying BMC/BMC staff against any dispute, litigation, RERA compliances regarding instalment payment facility availed by Owner/Developer for faithful compliance of payment facility circular shall not be submitted.
 - 32 That the C.C. equivalent to 10% of approved BUA shall be restricted. If BUA of top most floor is more than the 10% BUA, then the C.C. for entire top most floor shall not be restricted against instalment facility availed.

C: CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C

- 1 That the plinth/stilt height completion certificate from Architect/ Str. Engineer/ Site Supervisor shall not be submitted & Plinth shall not be got checked by this office staff.
- 2 All the requisite payments as intimated by various departments of BMC shall not be paid.
- 3 That the C.C. shall not be re-endorsed
- 4 That the Material testing report shall not be submitted
- 5 That the monthly progress report of the work will not be submitted by the Architect.
- 6 That the NOC for Civil Aviation shall not be submitted
- 7 That the possession receipt for set-back area shall not be submitted.
- 8 The Extra water & sewerage charges will not be paid to A.E.W.W. P/North Ward before C.C.
- 9 That no dues pending certificate from A.A. & C. shall not be submitted before C.C.
- 10 That the P.C.O.'s one time charges as per E.O.D.B. policy shall not be paid before F.C.C.
- 11 That the payment of Development Cess as per Time Schedule stipulated in Circular C-3 U/no. CHE/DP/110/Gen dated 2019-20 and payment sheet shall not be made
- 12 That Valid Bank Guarantee for Faithfull compliance of disposal of debris as per circular u/no. CHE/DP/3618/Gen dtd. 10.05.2018 shall not be submitted.

No. P-8179/2021/(1298)/R/S Ward/KANDIVALI R/S/IOD/1/New Dated- 03
November 2023

- 13 That the C.C. equivalent to 10% of approved BUA shall be restricted. If BUA of top most floor is more than the 10% BUA, then the C.C. for entire top most floor shall not be restricted against instalment facility availed.

D: GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C

- 1 That 3.00 mt.wide paved pathway upto staircase will not be provided.
- 2 That the open spaces as per approval, parking spaces and terrace will not be kept open.
- 3 That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at a prominent place
- 4 That carriage entrance shall not be provided as per design of registered structural engineer and carriage entrance fee shall not be paid.
- 5 That terraces, sanitary blocks, nahanis in kitchen will not be made Water proof and same will not be provided by method of ponding and all sanitary connections will not be leak proof and smoke test will not be done in presence of licensed plumber.
- 6 That final N.O.C./Completion certificate/No due pending certificate from concern authority/empanelled consultants for 1) S.W.D. 2) Parking 3) No due pending certificate from AE (Water works) of Local Ward 4) Final CFO NOC) 5) Final NOC from Tree Authority 6) No dues pending certificate from A.A. & C 7) Rain water harvesting Completion Certificate 8) Lift completion certificate from lift inspector 9) Drainage/Sewerage Completion Certificate 10) Stack/Mechanized Parking Completion Certificate shall not be submitted before occupation.
- 7 That Structural Engineer's final Structural Stability Certificate along with upto date license copy and R.C.C. design plan shall not be submitted.
- 8 That Site Supervisor certificate for quality of work along with upto date License copy and completion of the work shall not be submitted in prescribed format.
- 9 That the dry and wet garbage shall not be separated and the wet garbage generated in the same building shall not be treated separately on the same plot by residents / occupants of the building in jurisdiction of BMC the necessary condition is sale agreement to that effect shall not be incorporated by developer / owner.
- 10 That the final plans shall not be submitted alongwith Notice of Completion of work u/sec.353A of MMC-Act 1888 for work completed on site.
- 11 That the vermiculture bins for disposal of Wet Waste as per the design and specifications of organizations/ individuals specialized in this field, as per the list furnished by Solid Waste Management Department of BMC shall not be provided to the satisfaction of Municipal Commissioner.
- 12 That every part of the building constructed and more particularly O.H. Tank will not be provided with proper access for staff of P.C.O. office with a provision of safe and stable ladder.
- 13 That the dust bin shall not be provided.
- 14 That the Sample agreement with prospective buyers/members shall not be submitted with clauses stating:- a) That the building under reference is deficient in open space & Room sizes and M.C.G.M. will not be held liable for the same in future, b) That the buyer /member agree for no objection for the neighbourhood development with deficient open space in future, c) That the buyer / members will not held M.C.G.M. liable for any failure of mechanical Parking system in future and proper precautions and

No. P-8179/2021/(1298)/R/S Ward/KANDIVALI R/S/IOD/1/New Dated- 03
November 2023

safety measures shall be taken to avoid any mishap and the damages occurs due flooding in pit if any and maintenance of mechanized parking system shall be done regularly, d) That the buyer/member will not be held M.C.G.M. liable for any mishap due to provision of additional height of stilt for provision of parking/parking tower, e) That there is inadequate manoeuvring space of car parking and buyer/member will not make any complaint to M.C.G.M. in this regard in future before submission of OCC/BCC.

- 15 That all the payments shall not be paid.
- 16 That completion certificate from the rainwater harvesting consultant for effective completion and functioning of RWH system shall not be submitted and quantum of rain water harvested from the RWH completed scheme on site shall not be uploaded on RWH tab in online Auto DCR system.
- 17 That the PR Card in the name of BMC for road set - back area shall not be submitted.
- 18 That the certificate under Sec.270-A of the B.M.C. Act will not be obtained from H.E.'s department regarding adequacy of water supply.
- 19 That all the pending/recovery payments as per the Audit report by Account Officer (Rev-III) of BMC shall not be paid.
- 20 That the all payment & payment of Development Cess as per Time Schedule stipulated in Circular C-3 U/no. CHE/DP/110/Gen dated 2019-20 and payment sheet shall not be made.
- 21 That Valid Bank Guarantee for Faithfull compliance of disposal of debris as per Dumping Ground Supreme Court case shall not be submitted.

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November 2023

- () 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 2 November day of 2024 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.**
- 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.
- 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-
 - 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
 - Not less than 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms.)-of such building.
 - Not less than 92 ft. ([!TownHall]) above Town Hall Datum.
- 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 Commissione within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.
- Your attention if further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to leavy penalty for non-compliance under Section 471 if necessary.
- Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.
- One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

No. P-8179/2021/(1298)/R/S Ward/KANDIVALI R/S/IOD/1/New Dated- 03
November 2023

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, under the Land Revenue Code and Rules there under.

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

No. P-8179/2021/(1298)/R/S Ward/KANDIVALI R/S/IOD/1/New Dated- 03
November 2023

No. EB/CE/ /BS /A/

NOTES

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

avoid the excavation of the road an footpath.

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

No. P-8179/2021/(1298)/R/S Ward/KANDIVALI R/S/IOD/1/New Dated- 03
November 2023

starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.

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

No. P-8179/2021/(1298)/R/S Ward/KANDIVALI R/S/IOD/1/New Dated- 03
November 2023

Executive Engineer, Building Proposals
Zones wards.

P-8179/2021/(1298)/R/S Ward/KANDIVALI R/S/IOD/1/New

Copy To :- 1. Sana N Malik Shaikh
Dadamiya Infrastructure LLP,
F-53, Kohinoor City Mall,
Kiroi Road, Off. L.B.S. Marg,
Kurla (West), Mumbai - 400070.

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

 Digitally signed by HANUMANT SAGASHYRAO BURE
Date: 03 Nov 2023 15:16:24
Organization: BMC/Mumbai Municipal Corporation
Designation: Executive Engineer



भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

SNCR/WEST/B/040822/665065

मालिक का नाम एवं पता

Mr. Moinuddin Shahid Shaikh,
Designated Partner of M/s. Dadamiya
Infrastructure LLP

दिनांक/DATE: 14-09-2022

OWNERS Name &
Address

at F-53, Kohinoor City Mall, Kiroli Road,
Off. L.B.S. Marg, Kurla (W), Mumbai –
400 070.

वैधता/ Valid Up to: 13-09-2030

ऊँचाई की अनुमति हेतु अनापत्ति प्रमाण पत्र (एनओसी) No Objection Certificate for Height Clearance

1) यह अनापत्ति प्रमाण पत्र भारतीय विमानपत्तन प्राधिकरण (भाविप्रा) द्वारा प्रदत्त दायित्वों के अनुक्रम तथा सुरक्षित एवं नियमित विमान प्रचालन हेतु भारत सरकार (नागर विमानन मंत्रालय) की अधिसूचना जी. एस. आर. 751 (ई) दिनांक 30 सितम्बर, 2015, जी. एस. आर. 770 (ई) दिनांक 17 दिसंबर 2020 द्वारा संशोधित, के प्रावधानों के अंतर्गत दिया जाता है।

1. This NOC is issued by Airports Authority of India (AAI) in pursuance of responsibility conferred by and as per the provisions of Govt. of India (Ministry of Civil Aviation) order GSR 751 (E) dated 30th Sep. 2015 amended by GSR 770 (E) dated 17th Dec 2020 for safe and Regular Aircraft Operations.

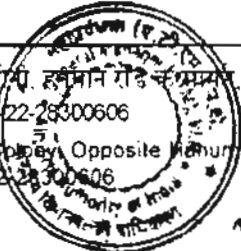
2) इस कार्यालय को निम्नलिखित विवरण के अनुसार प्रस्तावित संरचना के निर्माण पर कोई आपत्ति नहीं है।

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

अनापत्ति प्रमाणपत्र आईडी / NOC ID	SNCR/WEST/B/040822/665065
आवेदक का नाम / Applicant Name*	Mrs. Sana (N. Malik) Shaikh
स्थल का पता / Site Address*	C.T.S. No. 834, 835, 836/A, Of Vill – Kurla (2), At New Hall Road, Kurla (W), Mumbai., Kurla / Kurla / Mumbai, Mumbai suburban, Maharashtra
स्थल के निर्देशांक / Site Coordinates*	19 04 38.24N 72 52 56.84E, 19 04 37.27N 72 52 56.88E, 19 04 38.27N 72 52 57.90E, 19 04 37.33N 72 52 57.95E, 19 04 38.29N 72 52 58.57E, 19 04 37.33N 72 52 58.64E
स्थल की ऊँचाई एमएसएल मीटर में (औसतन समुद्र तल से ऊपर), (जैसा आवेदक द्वारा उपलब्ध कराया गया) / Site Elevation in mtrs AMSL as submitted by Applicant*	4.5 M
अनुमत्त अधिकतम ऊँचाई एमएसएल मीटर में (औसतन समुद्र तल से ऊपर) / Permissible Top Elevation in mtrs Above Mean Sea Level (AMSL)	20.1 M (Restricted)

क्षेत्रीय मुख्यालय पश्चिमी क्षेत्र पोर्टा कैबिंस, नई एयरपोर्ट कॉलोनी, हनुमान रोड, विलेपारले ईस्ट
मुंबई- 400099 दूरभाष संख्या 91-22-28300606

Regional headquarter Western Region, Porta Cabins, New Airport Colony, Opposite Hanuman Road, Vile Parle East
Mumbai-400099 Tel. no. 91-22-28300606



R. Sankar
14/09/2022



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* जैसा आवेदक द्वारा उपलब्ध कराया गया / As provided by applicant*

3) यह अनापत्ति प्रमाण पत्र निम्नलिखित नियम व शर्तों के अधीन है: -

3. This NOC is subject to the terms and conditions as given below:

क) आवेदक द्वारा उपलब्ध कराए गए स्थल की ऊँचाई तथा निर्देशांक को, प्रस्तावित संरचना हेतु अनुमन्य अधिकतम ऊँचाई जारी करने के लिए प्रयोग किया गया है। भारतीय विमान पत्तन प्राधिकरण, आवेदक द्वारा उपलब्ध कराये गए स्थल की ऊँचाई तथा निर्देशांक की यथार्थता का ना तो उत्तरदायित्व वहन करता है, और ना ही इनको प्रमाणीकृत करता है। यदि किसी भी स्तर पर यह पता चलता है कि वास्तविक विवरण, आवेदक द्वारा उपलब्ध कराए गए विवरण से भिन्न है, तो यह अनापत्ति प्रमाण पत्र अमान्य माना जाएगा तथा कानूनी कार्यवाही की जाएगी। सम्बंधित विमान क्षेत्र के प्रभारी अधिकारी द्वारा एयरक्राफ्ट नियम 1994 (भवन, वृक्षों आदि के कारण अवरोध का विध्वंस) के अधीन कार्यवाही की जायेगी।

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

ख) अनापत्ति प्रमाण पत्र के आवेदन में आवेदक द्वारा उपलब्ध कराए गए स्थल निर्देशांक को सड़क दृश्य मानचित्र और उपग्रह मानचित्र पर अंकित किया गया है जैसा कि अनुलग्नक में दिखाया गया है। आवेदक / मालिक यह सुनिश्चित करे कि अंकित किए गए निर्देशांक उसके स्थल से मेल खाते हैं। किसी भी विसंगति के मामले में, नामित अधिकारी को अनापत्ति प्रमाण पत्र रद्द करने के लिए अनुरोध किया जाएगा।

b. The Site coordinates as provided by the applicant in the NOC application has been plotted on the street view map and satellite map as shown in ANNEXURE. Applicant/Owner to ensure that the plotted coordinates corresponds to his/her site. In case of any discrepancy, Designated Officer shall be requested for cancellation of the NOC.

ग) एयरपोर्ट संचालक या उनके नामित प्रतिनिधि, अनापत्ति प्रमाण पत्र नियमों और शर्तों का अनुपालन सुनिश्चित करने के लिए स्थल (आवेदक या मालिक के साथ पूर्व समन्वय के साथ) का दौरा कर सकते हैं।

c. Airport Operator or his designated representative may visit the site (with prior coordination with applicant or owner) to ensure that NOC terms & conditions are complied with.

घ) संरचना की ऊँचाई (सुपर स्ट्रक्चर सहित) की गणना अनुमन्य अधिकतम ऊँचाई (ए एम एस एल) से स्थल की ऊँचाई को घटाकर की जायेगी। अर्थात, संरचना की अधिकतम ऊँचाई = अनुमन्य अधिकतम ऊँचाई (-) स्थल की ऊँचाई।

d. The Structure height (including any superstructure) shall be calculated by subtracting the Site elevation in AMSL from the Permissible Top Elevation in AMSL i.e. Maximum Structure Height = Permissible Top Elevation minus (-) Site Elevation.

च) अनापत्ति प्रमाण पत्र जारी करना, भारतीय एयरक्राफ्ट एक्ट 1934, के सैक्शन 9-A तथा इसके अंतर्गत समय-समय पर जारी अधिसूचनाएं तथा एयरक्राफ्ट नियम (1994 भवन, वृक्षों आदि के कारण अवरोध का विध्वंस) के अधीन है।

e. The issue of the 'NOC' is further subject to the provisions of Section 9-A of the Indian Aircraft Act, 1934 and any notifications issued there under from time to time including, "The Aircraft (Demolition of Obstruction caused by Buildings and Trees etc.) Rules, 1994".

क्षेत्रीय मुख्यालय पश्चिमी क्षेत्र पोर्टा कैबिंस, नई एयरपोर्ट कॉलोनी, हनुमान रोड, विलेपारले ईस्ट
मुंबई- 400099 दूरभाष संख्या 9122-28300606

Regional headquarter Western Region, Porta Cabins, New Airport Colony, Opposite Hanuman Road, Vile Parle East
Mumbai-400099 Tel. no. 9122-28300606



R. Sankar
14/09/2022



भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

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छ) कोई भी रेडियो/ टीवी एन्टीना, लाइटनिंग अरेस्टर, सीढ़िया, मुम्टी, पानी की टंकी अथवा कोई अन्य वस्तु तथा किसी भी प्रकार के संलग्न उपस्कर पैरा 2 में उल्लेखित अनुमन्य अधिकतम ऊँचाई से ऊपर नहीं जानी चाहिए।

f. No radio/TV Antenna, lightning arresters, staircase, Mumty, Overhead water tank or any other object and attachments of fixtures of any kind shall project above the Permissible Top Elevation as indicated in para 2.

ज) विमानक्षेत्र संदर्भ बिंदु के 8 KM के भीतर तेल, बिजली या किसी अन्य ईंधन का उपयोग जो उड़ान संचालन के लिए धुएं का खतरा पैदा नहीं करता है, ही मान्य है।

g. Use of oil, electric or any other fuel which does not create smoke hazard for flight operation is obligatory, within 8 KM of the Aerodrome Reference Point

झ) यह प्रमाणपत्र इसके जारी होने की तारीख से 8 साल की अवधि के लिए वैध है। एक बार रिवेलीडेशन की अनुमति दी जा सकती है, बशर्ते कि इस तरह का अनुरोध एनओसी की समाप्ति की तारीख से छह महीने के भीतर किया जाए और प्रारंभिक प्रमाणपत्र 8 साल की वैधता अवधि के भीतर प्राप्त किया जाए।

h. The certificate is valid for a period of 8 years from the date of its issue. One-time revalidation shall be allowed, provided that such request shall be made within six months from the date of expiry of the NOC and commencement certificate is obtained within initial validity period of 8 years.

ट) भवन के निर्माण के दौरान या उसके बाद किसी भी समय स्थल पर ऐसी कोई भी लाइट या लाइटों का संयोजन नहीं लगाया जाएगा जिसकी तीव्रता, आकृति या रंग के कारण वैमानिक ग्राउन्ड लाइटों के साथ भ्रम उत्पन्न हो। विमान के सुरक्षित प्रचालन को प्रभावित करने वाली कोई भी गतिविधि मान्य नहीं होगी।

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

ठ) आवेदक द्वारा विमानपत्तन पर या उसके आसपास विमान से उत्पन्न शोर, कंपन या विमान प्रचालन से हुई किसी भी क्षति के विरुद्ध कोई शिकायत/दावा नहीं किया जाएगा।

j. The applicant will not complain/claim compensation against aircraft noise, vibrations, damages etc. caused by aircraft operations at or in the vicinity of the airport.

ड) डे मार्किंग तथा सहायक विद्युत आपूर्ति सहित नाइट लाइटिंग (डीजीसीए भारत की वेबसाइट www.dgca.nic.in पर उपलब्ध) नागर विमानन आवश्यकताएं श्रंखला 'बी' पार्ट I, सैक्शन-4 के चैप्टर 6 तथा अनुलग्नक 6 में विनिर्दिष्ट दिशानिर्देशों के अनुसार उपलब्ध कराई जाएंगी।

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

ढ) भवन के नक्शे के अनुमोदन सहित अन्य सभी वैधानिक अनापत्ति, संबंधित प्राधिकरणों से लेना आवेदक की जिम्मेदारी होगी, क्योंकि इस ऊँचाई हेतु अनापत्ति प्रमाणपत्र लेने का उद्देश्य सुरक्षित एवं नियमित विमान प्रचालन सुनिश्चित करना है तथा इसे भूमि के स्वामित्व आदि सहित किसी अन्य उद्देश्य/ दावे के लिए दस्तावेज के रूप में प्रयोग नहीं किया जा सकता।

l. The applicant is responsible to obtain all other statutory clearances from the concerned authorities including the approval of building plans. This NOC for height clearances is only to ensure safe and regular aircraft operations and shall not be used as document for any other purpose/claim whatsoever, including ownership of land etc.

क्षेत्रीय मुख्यालय पश्चिमी क्षेत्र पोर्टा कैबिंस, नई एयरपोर्ट कॉलोनी, मुंबई के सामने, विलेपारले ईस्ट

मुंबई- 400099 टेलीफोन नंबर 91-22-2830606

Regional headquarter Western Region, Porta Cabins, New Airport Colony, Opposite Hanuman Road, Vile Parle East
Mumbai-400099 Tel. No. 91-22-2830606



R. Sambhaji
14/07/2022



भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

SNCR/WEST/B/040822/665065

ण) इस अनापत्ति प्रमाणपत्र आईडी का मूल्यांकन Juhu, Navi Mumbai, Santa Cruz विमानक्षेत्रों के संबंध में किया गया है। यह अनापत्ति प्रमाणपत्र भारतीय विमान पत्तन प्राधिकरण के विमानक्षेत्रों और अन्य लाइसेंस प्राप्त सिविल विमानक्षेत्रों, जो जी. एस. आर. 751 (ई) जी. एस. आर. 770 (ई) द्वारा संशोधित के अनुसूची - III, अनुसूची - IV (भाग- I), अनुसूची- IV (भाग -2; केवल RCS हवाई अड्डे) और अनुसूची- VII में सूचीबद्ध हैं, के लिए जारी किया गया है।

m. This NOC ID has been assessed with respect to the Juhu, Navi Mumbai, Santa Cruz Airports. NOC has been issued w.r.t. the AAI Aerodromes and other licensed Civil Aerodromes as listed in Schedule - III, Schedule - IV (Part-I), Schedule- IV (Part-2; RCS Airports Only) and Schedule-VII of GSR 751(E) amended by GSR770(E)

त) यदि स्थल रक्षा विभाग के विमान क्षेत्र के अधिकार क्षेत्र में आता है, जैसा कि जीएसआर 751 (ई) जी. एस. आर. 770 (ई) द्वारा संशोधित की अनुसूची-V में सूचीबद्ध है, तो आवेदक को रक्षा विभाग से अलग से अनापत्ति प्रमाणपत्र लेना होता है। जीएसआर 751 (ई) जी. एस. आर. 770 (ई) द्वारा संशोधित के नियम 13 के अनुसार, आवेदकों को उन स्थलों के लिये, जो जीएसआर 751 (ई) जी. एस. आर. 770 (ई) द्वारा संशोधित के अनुसूची- IV (भाग -2; आरसीएस हवाई अड्डों के अलावा) के रूप में सूचीबद्ध बिना लाइसेंस वाले विमान क्षेत्र के अधिकार क्षेत्र में आता है, तो संबंधित राज्य सरकार से भी अनापत्ति प्रमाणपत्र लेने की आवश्यकता है।

n. Applicant needs to seek separate NOC from Defence, if the site lies within the jurisdiction of Defence Aerodromes as listed in Schedule - V of GSR 751 E amended by GSR770(E). As per rule 13 of GSR 751 E amended by GSR770(E), applicants also need to seek NOC from the concerned state government for sites which lies in the jurisdiction of unlicensed aerodromes as listed in Schedule-IV (Part-2; other than RCS airports) of GSR 751 E amended by GSR770(E)

थ) अनापत्ति प्रमाण पत्र (एनओसी) की किसी भी त्रुटि/व्याख्या की स्थिति में अंगरेजी अनुवाद ही मान्य होगा।

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

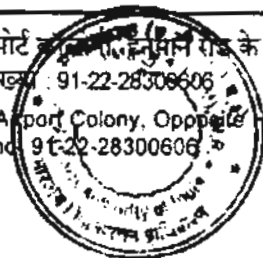
द) स्थल की ऊँचाई और/या संरचना की ऊँचाई के किसी भी विवाद में अनुमन्य अधिकतम ऊँचाई एएमएसएल में ही मान्य होगी।

p. In case of any dispute with respect to site elevation and/or AGL height, Permissible Top Elevation in AMSL shall prevail.

क्षेत्रीय मुख्यालय पश्चिमी क्षेत्र पोर्टा कैबिंस, नई एयरपोर्ट कॉलोनी, विमान रोड के सामने, विलेपारले ईस्ट

मुंबई- 400099 दूरभाष संख्या : 91-22-28300606

Regional headquarter Western Region, Porta Cabins, New Airport Colony, Opposite Hanuman Road, Vile Parle East
Mumbai-400099 Tel. no. 91-22-28300606



R. Sankh II
14/09/2022



भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

SNCR/WEST/B/040822/665065

क्षेत्र का नाम / Region Name: पश्चिम/WEST

गोपाकुमार आर. एस. / GOPAKUMAR R.S.
सहायक (ए.टी.एम.), पश्चिमी क्षेत्र
General Manager (A.T.M.) - Western Region
भारतीय विमानपत्तन प्राधिकरण / Airports Authority of India
मुंबई / Mumbai - 400 099.

पदनामित अधिकारी/Designated Officer	R. Sankar 14/09/2022 SAMBASH-R JtGM (AM) 2001
नाम/ पदनाम/दिनांक सहित हस्ताक्षर Name/Designation/Sign with date	
द्वारा तैयार Prepared by	NIRAT GUPTA SM (AM-2 AS) 14/09/2022
द्वारा जांचा गया Verified by	Sangeeta Panikkar Aum (AM-DO AS) 14/09/2022

ईमेल आईडी / EMAIL ID : nocwr@aai.aero

फोन/ Ph: 022-28300656

ANNEXURE/अनुलग्नक

Distance From Nearest Airport And Bearing/निकटतम विमानक्षेत्र से दूरी और बीयरिंग

Airport Name/ विमानक्षेत्र का नाम	Distance (Meters) from Nearest ARP/निकटतम विमानक्षेत्र संदर्भ बिंदु से दूरी (मीटर में)	Bearing(Degree) from Nearest ARP/निकटतम विमानक्षेत्र संदर्भ बिंदु से बीयरिंग (डिग्री)
Juhu	5577.49	114.41
Navi Mumbai	21740.53	295.55
Santa Cruz	2346.37	133
NOCID	SNCR/WEST/B/040822/665065	

क्षेत्रीय मुख्यालय पश्चिमी क्षेत्र पोर्टा कैबिंस, नई एयरपोर्ट कॉलोनी, हनुमान रोड के सामने, विलेपारले ईस्ट
मुंबई- 400099 दूरभाष संख्या 91-22-28300606

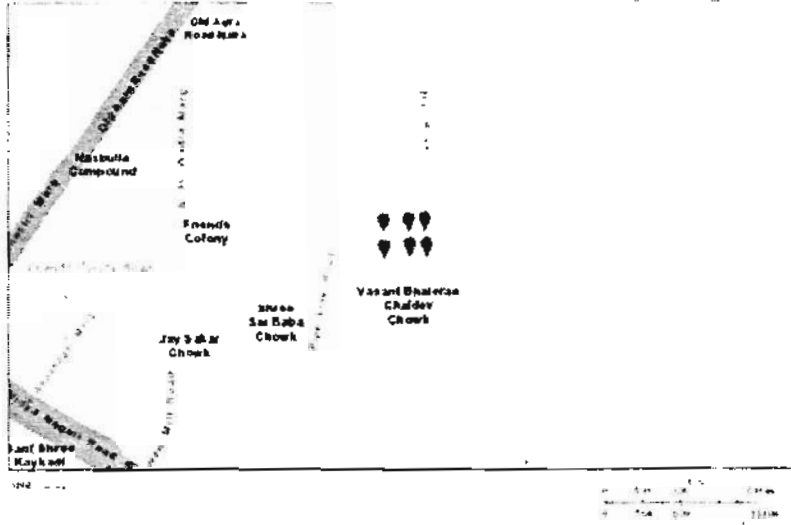
Regional headquarter Western Region, Porta Cabins, New Airport Colony, Opposite Hanuman Road, Vile Parle East
Mumbai-400099 Tel. no. 91-22-28300606



भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

SNCR/WEST/B/040822/665065

Street View



Satellite View



क्षेत्रीय मुख्यालय पश्चिमी क्षेत्र पोर्टा केबिंस, नई एयरपोर्ट कॉलोनी, हनुमान रोड के सामने, विलेपारले ईस्ट
मुंबई- 400099 दूरभाष संख्या : 91-22-28300606

Regional headquarter Western Region, Porta Cabins, New Airport Colony, Opposite Hanuman Road, Vile Parle East
Mumbai-400099 Tel. no. 91-22-28300606

Enrolled
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C - 3



BRIHANMUMBAI MUNICIPAL CORPORATION

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No P-9994/2022/(834 And Other)/L Ward/KURLA - 2/CC/1/New



COMMENCEMENT CERTIFICATE

To,
M/s. Dadamiya Infrastructure LLP, C.A. to Owners.
F-53, Kohinoor City Mall, Kirod Road, Off. L.B.S.
Marg, Kurla (W), Mumbai - 400 070.

Sir,

With reference to your application No. **P-9994/2022/(834 And Other)/L Ward/KURLA - 2/CC/1/New** Dated. **07 Feb 2022** for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated **07 Feb 2022** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. **834 ,835 ,836 A ,836 B** C.T.S.No. **834 ,835 ,836 A ,836 B** Division / Village / Town Planning Scheme No. **KURLA - 2** situated at **New Hall Road, Road / Street** in **L Ward** .

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

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

The Municipal Commissioner has appointed Shri. **Exe. Engineer BP ES-I** Executive Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 27/2/2025

Issue On : 28 Feb 2024

Valid Upto : 27 Feb 2025

Application Number : P-9994/2022/(834 And Other)/L Ward/KURLA
- 2/CC/1/New

Remark :

Pfith C.C. as per approved IOD plans dated 01.01.2024



Digitally signed by NARENDRA MADHUKAR KOTKAR
Date: 28 Feb 2024 15:27:02
Organization: Brihanmumbai Municipal Corporation
Designation: Executive Engineer

For and on behalf of Local Authority
Brihanmumbai Municipal Corporation

Executive Engineer, Building Proposal
Eastern Suburb L Ward Ward

Cc to :

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

346
Form _____
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in replying please quote No.
and date of this letter.



BRIHANMUMBAI MUNICIPAL CORPORATION

Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, as amended up to date.

No. P-9994/2022/(834 And Other)/L Ward/KURLA - 2/IOD/1/New Dated-
01 January 2024

MEMORANDUM

Municipal Office,
Mumbai

To,

M/s. Dadamiya Infrastructure LLP, C.A. to Owners.

F-53, Kohinoor City Mall, Kirof Road, Off. L.B.S. Marg, Kurla (W), Mumbai - 400 070.

With reference to your Notice 337 (New) , letter No. online dated. 7/2/2022 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed redevelopment on plot bearing C.T.S. No. 834, 835, 836/A & 836/B of Village- Kurla (2) situated at 13.40 M. wide New Hall Road, Kurla (W), Mumbai in 'L' Ward.834 ,835 ,836 A ,836 B furnished to me under your letter, dated 7/2/2022. I have to inform you that, I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended up to-date, my disapproval by reasons thereof :-

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

- 1 The Commencement certificate under section 44/69(i) a of MR & TP act will not be obtained before starting proposed work.
- 2 That the low lying plot will not be filled up to reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc. and will not be levelled, rolled, consolidated and sloped towards road side before starting the work.
- 3 That the Board shall not be displayed showing details of Proposed Work, Name of Owner, Developer, Architect, RCC Consultant etc.
- 4 That the Notice in the form of Appendix XV (Work Start Notice) shall not be submitted.
- 5 That the Janata Insurance Policy shall not be submitted.
- 6 That the requisitions of Reg. 49 and 50 of DCPR 2034 shall not be complied with and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.
- 7 That the work shall not be carried out between 6.00am to 10.00pm only in accordance with rule 5A(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.

No. P-9994/2022/(834 And Other)/L Ward/KURLA - 2/IOD/1/New Dated-
01 January 2024

- 8 That the NOC from S.W.M. department in view of order of Hon'ble Supreme Court of India in Dumping Ground case dated 15/03/2018(SLP Civil NoD-23708 of 2017) shall not be submitted.
- 9 That in case of no cutting of trees, Self-certification by Consultant shall not be submitted.
- 10 Existing structure proposed to be demolished shall not be demolished.
- 11 That the adequate safeguards should not be employed for preventing dispersal of (dust) particles/ particles through the Air (or even otherwise) & adequate record shall not be maintained & uploaded for every single trip for disposal of C&D waste, at the time of loading the C&D waste in vehicle, after loading the C&D waste in the vehicle during the hauling.
- 12 The construction debris generated from this particular site, shall not be transported & deposited in specific site.
- 13 That the SWM NOC shall not be submitted before start of demolition of existing building.
- 14 That the construction site & landfill site shall not be inspected by the Architect/ Licensed Engineer, the compliance report thereof shall not be uploaded, any breach in respect of the same will not entail the cancellation of the building permission or the IOD & the work will not be liable to be stopped immediately.
- 15 That the construction is being permitted with a condition that the debris shall not be deposited on pre-identified site with due consent / NOC of the land Owner.
- 16 That the probable quantity of C&D Waste should not be indicated in advance prior to commencement of work.
- 17 That C&D Waste of large scale above 20 MT shall not be disposed off as per Waste management plan approved online & as per Construction and Demolition Waste Management Rules 2016. In case the quantity is within 20 MT for small generators, the C&D Waste shall not be disposed off. in accordance with the 'debris on call system', details thereof shall not be submitted to that effect
- 18 That in the event the consent given by the disposal site owner / authority is revoked for any reasons, and/ or in the event the time limit during which disposal site was available gets expired, the relevant construction activity shall not be stopped & show cause notice shall not be given & till such time Waste Management Plan/ Debris Management plan is amended to provide the new site for dumping of C&D Waste and got approved online, construction work shall not be recommenced.
- 19 That any officer of BMC/ Monitoring Committee shall not be entitled to inspect the record of grant of IOD, visit & inspect landfill sites, as well as, BMC Officers/ Monitoring Committee shall not be entitled to bring to the notice of BMC any breach in the IOD conditions. The order passed by BMC on the reported breaches shall not be final & binding
- 20 That all the conditions in the orders of Hon'ble Supreme Court of India dated 15.03.2018 in the case of Dumping Ground should not be complied with.
- 21 That the Comprehensive RUT and Indemnity bond shall not be submitted
- 22 That the excess parking spaces shall not be handed over to BMC in case the entire FSI is not consumed as per principal approval and the RUT for the same shall not be submitted before FCC.
- 23 That the bore well shall not be constructed in consultation with H.E.
- 24 That the remarks, design, planning etc. from the respective consultant shall not be submitted for following: (a) Internal SWD, (b) Rain water harvesting, (c) Internal drainage works, (d) Structural

No. P-9994/2022/(834 And Other)/L Ward/KURLA - 2/IOD/1/New Dated-
01 January 2024

design & plan showing the structural details including provision of seismic/wind load & calculations for the prop. building and any other consultants, if any required

- 25 That the provision of Rain Water Harvesting as per design prepared by approved consultant in the field shall not be submitted before C.C. & completion to the same shall not be submitted before O.C.C.
- 26 That payment as per schedule of instalment facility granted by Dy.Ch.E(BP)ES shall not be made and Post dated Cheque (PDC) as per instalments facility schedule shall not be submitted.
- 27 That Registered Undertaking stating that all the terms and conditions mentioned in the payment facility circular dtd. 17.09.2019 shall not be followed scrupulously.
- 28 That the Registered Indemnity Bond indemnifying BMC/BMC staff against any dispute, litigation, RERA compliances regarding instalment payment facility availed by Owner/Developer for faithful compliance of payment facility circular shall not be submitted.
- 29 That the precautionary measures to avoid dust nuisance such as erection of G.I. sheet screens at plot boundaries upto reasonable height shall not be provided before demolition of existing structures at site.
- 30 That the owner shall not include a clause in the sale agreement with the prospective buyer stating that the proposed building under reference is being constructed with deficient open space.
- 31 That the Registered Undertaking shall not be submitted before asking for the C.C., stating that the buyers / members shall not hold BMC liable for proposed inadequate sizes/ height of rooms and terrace without parapet wall and complaints of whatsoever nature will not be made in future and same shall not be disclosed In sale Agreements..
- 32 That the work will not be carried out strictly as per approved plan and in conformity with the D.C.Regulations in force.
- 33 That the Safety Precautions as per Reg 12(5) shall not be ensured.
- 34 That the precautionary measures for Control of Air Pollution from building Construction Activity, shall not be taken as per Mumbai Air Pollution Mitigation plan, circular u/no. CHE/DP/214/Gen. dtd 15.09.2023 and circular u/no. MGC/F/1102 dtd 25.10.2023 in this regards shall not be scrupulously followed.
- 35 That the Remarks of concerned authorities / empanelled consultants for the approved plan, if differing from the plans submitted for remarks ,shall not be submitted for :a). S.W.D. b) Seweragee Water Works c) Fire Fighting Provisions d) Tree authority e) Hydraulic Engineer f) PCO g) NOC from Electric Supply Company

C: CONDITIONS TO BE COMPLIED BEFORE-FURTHER C.C

- 1 That the plinth/stilt height completion certificate from Architect/ Str. Engineer/ Site Supervisor shall not be submitted & Plinth shall not be got checked by this office staff.
- 2 All the requisite payments as intimated by various departments of BMC shall not be paid. That the C.C. shall not be re-endorsed
- 3 That the C.C. shall not be re-endorsed
- 4 That the Material testing report shall not be submitted
- 5 That the monthly progress report of the work will not be submitted by the Architect.

No. P-9994/2022/(834 And Other)/L Ward/KURLA - 2/IOD/1/New Dated-
01 January 2024

- 6 That the NOC from Civil Aviation shall not be submitted
- 7 That the possession receipt for set-back area shall not be submitted.
- 8 The Extra water & sewerage charges will not be paid to A.E.(W.W.) 'L' Ward before C.C.
- 9 That no dues pending certificate from A.A. & C. shall not be submitted before C.C.
- 10 That the P.C.O.'s one time charges as per E.O.D.B. policy shall not be paid before F.C.C.
- 11 That the payment of Development Cess as per Time Schedule stipulated in Circular C-3 U/no. CHE/DP/110/Gen dated 2019-20 and payment sheet shall not be made
- 12 That Valid Bank Guarantee for Faithfull compliance of disposal of debris as per circular u/no. CHE/DP/3618/Gen dtd. 10.05.2018 shall not be submitted.
- 13 That the C.C. equivalent to 10% of approved BUA shall be restricted. If BUA of top most floor is more than the 10% BUA, then the C.C. for entire top most floor shall not be restricted against instalment facility availed.
- 14 That the A.M.S.L. of the completed work upto plinth/stilt/podium level, as applicable, shall not be verified and plinth height certificate from Civil Aviation Authority shall not be submitted.
- 15 That Architect shall not certify that all rehab tenants are proposed to rehab by providing BUA as per fungible area worked out as per Reg. 31(3) of DCPR2034 and there is no excess deficit as shown in Proforma A of last approved plans and complied all conditions stipulated in Reg. 31(3) of DCPR-2034,before asking amended approval / OC.

D: GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C

- 1 That 3.00 mt.wide paved pathway upto staircase will not be provided.
- 2 That the open spaces as per approval, parking spaces and terrace will not be kept open.
- 3 That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at a prominent place
- 4 That carriage entrance shall not be provided as per design of registered structural engineer and carriage entrance fee shall not be paid.
- 5 That terraces, sanitary blocks, nahanis in kitchen will not be made Water proof and same will not be provided by method of ponding and all sanitary connections will not be leak proof and smoke test will not be done in presence of licensed plumber.
- 6 That final N.O.C./Completion certificate/No due pending certificate from concern authority/empanelled consultants for 1) S.W.D. 2) Parking 3) No due pending certificate from AE (Water Works) 4) Final CFO NOC) 5) Final NOC from Tree Authority 6) No dues pending certificate from A.A. & C 7) Rain water harvesting Completion Certificate 8) Lift completion certificate from lift Inspector 9) Drainage/Sewerage Completion Certificate 10) Stack/Mechanized Parking Completion Certificate shall not be submitted before occupation.
- 7 That Structural Engineer's final Structural Stability Certificate along with upto date license copy and R.C.C. design plan shall not be submitted.
- 8 That Site Supervisor certificate for quality of work along with upto date License copy and completion of the work shall not be submitted in prescribed format.

- 9 That the dry and wet garbage shall not be separated and the wet garbage generated in the same building shall not be treated separately on the same plot by residents / occupants of the building in jurisdiction of BMC the necessary condition is sale agreement to that effect shall not be incorporated by developer / owner.
- 10 That the final plans shall not be submitted alongwith Notice of Completion of work u/sec.353A of MMC-Act 1888 for work completed on site.
- 11 That the vermiculture bins for disposal of Wet Waste as per the design and specifications of organizations/ individuals specialized in this field, as per the list furnished by Solid Waste Management Department of BMC shall not be provided to the satisfaction of Municipal Commissioner.
- 12 That every part of the building constructed and more particularly O.H. Tank will not be provided with proper access for staff of P.C.O. office with a provision of safe and stable ladder.
- 13 That the dust bin shall not be provided.
- 14 That the Sample agreement with prospective buyers/members shall not be submitted with clauses stating:- a) That the building under reference is deficient in open space & room sizes and BMC will not be held liable for the same in future, b) That the buyer /member agree for no objection for the neighbourhood development with deficient open space in future, c) That the buyer / members will not held BMC liable for any failure of Mechanical Parking system in future and proper precautions and safety measures shall be taken to avoid any mishap and the damages occurs due flooding in pit if any and maintenance of mechanized parking system shall be done regularly, d) That the buyer/member will not be held BMC liable for any mishap due to provision of additional height of still for provision of parking/parking tower, e) That there is inadequate manoeuvring space of car parking and buyer/member will not make any complaint to BMC in this regard in future before submission of OCC/BCC.
- 15 That all the payments shall not be paid.
- 16 That completion certificate from the rainwater harvesting consultant for effective completion and functioning of RWH system shall not be submitted and quantum of rain water harvested from the RWH completed scheme on site shall not be uploaded on RWH tab in online Auto DCR system.
- 17 That the PR Card in the name of BMC for road set - back area shall not be submitted.
- 18 That the certificate under Sec.270-A of the MMC Act will not be obtained from H.E.'s department regarding adequacy of water supply.
- 19 That all the pending/recovery payments as per the Audit report by Account Officer (Rev-III) of BMC shall not be paid.
- 20 That the all payment & payment of Development Cess as per Time Schedule stipulated in Circular C-3 U/no. CHE/DP/110/Gen dated 2019-20 and payment sheet shall not be made.
- 21 That the top most elevation of the building shall not be certified by Airport Authority of India mentioning that the Average mean Sea Level of the Building is within the permissible limits of Civil Aviation NOC. The same shall not be submitted before O.C.C.

No. P-9994/2022/(834 And Other)/L Ward/KURLA - 2/IOD/1/New Dated-
01 January 2024

- () 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 31 December day of 2024 but not so as to contravene 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.**
- 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.
- 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-
 - 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
 - Not less than 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms.)-of such building.
 - Not less than 92 ft. (!TownHall) above Town Hall Datum.
- Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest-possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.
- 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.
- Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.
- One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

No. P-9994/2022/(834 And Other)/L Ward/KURLA - 2/IOD/1/New Dated-
01 January 2024

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, under the Land Revenue Code and Rules there under.

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

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01 January 2024

No. EB/CE/ /BS /A/

NOTES

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

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avoid the excavation of the road and footpath.

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

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starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.

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

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01 January 2024

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

P-9994/2022/(834 And Other)/L Ward/KURLA - 2/IOD/1/New

Copy To :- 1. Sana N Malik Shaikh
Dadamiya Infrastructure LLP,
F-53, Kohinoor City Mall,
Kiroi Road, Off. L.B.S. Marg,
Kurla (West), Mumbai - 400070.

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

 Digitally signed by NARENDRA MADHUKAR KOTKAR
Date: 01 Jan 2024 18:23:38
Organization: Sionmumbai Municipal Corporation
Designation: Executive Engineer



महाराष्ट्र शासन
जमाबंदी आयुक्त आणि संचालक भूमिअभिलेख महाराष्ट्र राज्य, पुणे

मालमत्ता पत्रक

13625

गाव/पेठ : कुर्ला भाग -२	तालुका/न.मु.का. : नगर भूमापन अधिकारी, कुर्ला	जिल्हा : मुंबई उपनगर
नगर भूमापन क्रमांक	शिट नंबर	प्लॉट नंबर
८३४		५०३.००
क्षेत्र चौ. मी.	धारणाधिकार	शासनाला दिलेल्या आकारणाचा किंवा भाड्याचा तपशिल आणि त्याच्या फेरतपासणीची नियत वेळ
	सी	न.मु.नं.८३४ र.क्र.१०८.८०दि.१-८-७१ पासून

सुविधाधिकार	-
हक्काचा मुळ धारक H	[श्री महंमद सिदिक अब्दुल रहिमान]
वर्ष: १९६५	
पट्टेदार	L श्री.जेम्स कोयेलो
इतर मार	-
इतर जेरे	-

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक(घा) पट्टेदार(प) किंवा मार	साक्षात्कन
०८/०९/१९७०	नो. नं. ८ मा.अप्पर उपविभागीय अधिकारी अंधेरी ह्या कडील नं.ADC/LND-A-६६२८ दि.२६-४-७० अन्वये विनशेती सारा दाखल केला.			सही- जि.नि.मु.अ. तथा न.मु.अ.क्र.२ मुंबई उपनगर मुंबई
०९/०६/१९७१	खरेदीने महंमद सिदिक अब्दुल रहिमान पासून रु.४८००/- अर्ज दि. १४-१-७१	H	[श्री जेरवीस कोहीलो]	सही- ०६/०९/१९७१ न.मु.अ.क्र.२ मुंबई उपनगर मुंबई
१८/०९/१९७४	संतप्रसाद मिश्रा यांचे दि.६-२-७४ चे अर्ज व कागद पत्राप्रमाणे क्षेत्र दुरुस्ती न. मु.क्र.८३३ मध्ये ४१.०० चौ.मी.क्षेत्र सामील			सही- १४/०८/१९७४ न.मु.अ.क्र.२ मुंबई
१९/०९/१९७५	मा.उपविभागीय अधिकारी मुंबई उ.मुंबई यांचे कडील क्र.डी.एल. एन/सी/टी/एस/अपील १८/७५ दि.५-९-७५ ने श्री.जेरवीस कोयेलो यांचे अपील वर दिले आदेशा प्रमाणे ता.१८-७-७४ ची नोंद कायम केली.			सही- १३/१०/१९७५ न.मु.अ.क्र.२ मुंबई उपनगर मुंबई
१८/१२/२०१५	मा.जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख (म.राज्य) पुणे यांचेकडील परिपत्रक क्र.ना.भू.१/मि.प./अक्षरी नोंद/२०१५ पुणे दि.१६/२/२०१५ व इकडील आदेश क्र.न.भू.कुर्ला भाग -२/फे.क्र.५८६/२०१५ दिनांक १८/१२/२०१५अन्वये मिळकत पत्रिकेवर नमूद असलेले अंकी क्षेत्र अक्षरी पाचशे तीन पूर्णाक शून्य दशांश चौ.मी. दाखल केले.			फेरफार क्र.५८६ प्रमाणे सही- १८/१२/२०१५ न.मु.अ. कुर्ला
०४/१२/२०१९	मा.जिल्हा उपनिबंधक सहकारी संस्था (२) पूर्व उपनगर मुंबई यांचेकडील आदेश क्र. जा.क्र. मुंबई/जिउनि/२बी-७/होसिंग डिप्टि कन्व्हेंयन्स/ ३१५३/२०१८ दि. १८/१२/२००८ चे मानीव अभिहस्तांतरण पत्र व सह दुय्यम निबंधक कुर्ला-मुंबई उपनगर जिल्हा यांचेकडील नोंदणीकृत दस्त क्र. ८११८/२०१९ दि.२२/०५/२०१९ नोंदणी दि.२४/०६/२०१९ सूची क्र.१, व जबाबान्वये नगर भूमापन कुर्ला भाग २ येथील न.भू.क्र. ८३४ या मिळकतीचे संपूर्ण क्षेत्रास धारक सदरी दाखल असलेले श्री. जेरवीस कोहीली यांचे नांव कमी करु शीतल चंद्रीका को.ऑप.ही.सोसायटी लिमिटेड यांचे नांव दाखल केले. तसेच न.मु.क्र.८३५ चे ५४२.६ चौ.मी. क्षेत्रापैकी ४७९ चौ.मी.क्षेत्रास शीतल चंद्रीका को.ऑप.ही.सोसायटी लिमिटेड यांचे नांव दाखल केले.	H	शीतल चंद्रीका कोऑपहीसोसायटी लिमिटेड	फेरफार क्र.६९८ प्रमाणे सही- ०४/१२/२०१९ न.मु.अ. कुर्ला.

हे मालमत्ता पत्रक डिजिटली तपासलेले आहे

हि मिळकत पत्रिका (दिनांक १२/०५/२०२१ १२:०५:२९ PM रोजी) डिजिटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही शिक्क्याची आवश्यकता नाही.
मिळकत पत्रिका डाऊनलोड दिनांक १/१०/२०२३ ८:५१:०९ PM
वैधता पडताळणी साठी <https://digitalsatbara.mahabhumi.gov.in/DSLR/Login/VerifyPropertyCard> या संकेत स्थळावर जाऊन २२१०१०००२२५८३९७ हा क्रमांक वापरावा.





महाराष्ट्र शासन
जमाबंदी आयुक्त आणि संचालक भूमिअभिलेख महाराष्ट्र राज्य, पुणे

मालमता पत्रक

13626

गाव/पेठ : कुर्ला भाग -२	तालुका/न.मु.का. : नगर भूमापन अधिकारी, कुर्ला	जिल्हा : मुंबई उपनगर
नगर भूमापन क्रमांक	शिट नंबर	प्लॉट नंबर
८३५		५४२.५०
क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणाचा किंवा भाड्याचा तपशिल आणि त्याच्या फेरतपासणीची नियत वेळ
	सी	-

सुविधाधिकार	-
हक्काचा मुळ धारक H	
वर्ष: १९६५	[श्री.जेम्स कोयेलो] [६३.५० चौ.मी]
पट्टेदार	-
इतर भार	-
इतर श्रे	-

दिनांक	प्यवहार	खंड क्रमांक	नविन धारक(धा) पट्टेदार(प) किंवा भार	साक्षात्करण
१८/१२/२०१५	मा.जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख (म.राज्य) पुणे यांचेकडील परिपत्रक क्र.ना.मु.१/भि.प/अक्षरी नोंद/२०१५ पुणे दि.१६/२/२०१५ व इकडील आदेश क्र.न.मु.कुर्ला भाग -२/फे.क्र.५८६/२०१५ दिनांक १८/१२/२०१५अन्वये मिळकत पत्रिकेवर नमुद असलेले अंकी क्षेत्रअक्षरी पाच शे बेचाळीस पूर्णांक पाच दशांश चौ.मी दाखल केले.			फेरफार क्रं.५८६ प्रमाणे सही- १८/१२/२०१५ न.मु.अ. कुर्ला
०४/१२/२०१९	मा.जिल्हा उपनिबंधक सहकारी संस्था (२) पूर्व उपनगर मुंबई यांचेकडील आदेश क्र. जा.क्र. मुंबई/जिउनि/२बी-७/होसिंग डिम्ड कन्व्हेंयन्स/ ३१५३/२०१८ दि. १८/१२/२००८ चे मानीव अभिहस्तांतरण पत्र व सह दुय्यम निबंधक कुर्ला-मुंबई उपनगर जिल्हा यांचेकडील नोंदणीकृत दस्त क्र. ८११८/२०१९ दि.२२/०५/२०१९ नोंदणी दि.२४/०६/२०१९ सूची क्र.॥, व जबाबान्वये नगर भूमापन कुर्ला भाग २ येथील न.मु.क्र. ८३४ या मिळकतीचे संपूर्ण क्षेत्रास धारक सदरी दाखल असलेले श्री. जेरविस कोहिली यांचे नांव कमी करु शीतल चंद्रीका को.ऑप.ही.सोसायटी लिमिटेड यांचे नांव दाखल केले. तसेच न.मु.क्र.८३५ चे ५४२.६ चौ.मी. क्षेत्रापेकी ४७९ चौ.मी.क्षेत्रास शीतल चंद्रीका को.ऑप.ही.सोसायटी लिमिटेड यांचे नांव दाखल केले.	०१/०१/१९००	H शीतल चंद्रीका कोऑपहीसोसायटी लिमिटेड	फेरफार क्रं.६९८ प्रमाणे सही- ०४/१२/२०१९ न.मु.अ. कुर्ला.
०९/०१/२०२३	मानीव अभिहस्तांतरण दस्तानुसार नोंद - सह दु.नि. कुर्ला १ यांचेकडील र.द.क्रं. २०००७/२०२२ दिनांक ०४/११/२०२२ अन्वये मिळकतीचे धारक श्री.जेम्स कोयेलो यांचे तर्फे जा.क्र.मुंबई /जिउनि -२ /होसिंग /मानीव अभिहस्तांतरण /१२३३/२०२२ जिल्हा उपनिबंधक,सहकारी संस्था (२),पूर्व उपनगर, मुंबई चे तर्फे श्री.प्रताप पाटील सक्षम प्राधिकारी यांनी आदेश क्रं. १२३३ व आदेश दि. २६/०४/२०२२ नुसार मानीव अभिहस्तांतरण दस्त करून दिल्याने मिळकत / जमीन धारकाचे नाव कमी करून मानीव अभिहस्तांतरण घेणार यांचे नाव दाखल केले.	सह दु.नि. कुर्ला १ २०००७/२०२२ ०४/११/२०२२	H अल कादरी को ऑप ही सो ली ६३.५० चौ.मी	फेरफार क्रं.८२६ प्रमाणे सही- ०९/०१/२०२३ न.मु.अ., न.मु.अ. कुर्ला

हे जाह्याचे ०१०८ डिजिटल रॉबोट केलेले आहे

हि मिळकत पत्रिका (दिनांक ०९/०१/२०२३ १०:०१:२४ PM रोजी) डिजिटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही शिक्क्याची आवश्यकता नाही.
मिळकत पत्रिका डाऊनलोड दिनांक १/१०/२०२३ ८:४७:३१PM
वेधता पडताळणी साठी <https://digitalatbara.mahabhumi.gov.in/DSLRL/LogIn/VerifyPropertyCard> या संकेत स्थळावर जाऊन २२१०१००००२४४५२६४ हा क्रमांक वापरावा.





महाराष्ट्र शासन
जमाबंदी आयुक्त आणि संचालक भूमिअभिलेख महाराष्ट्र राज्य, पुणे

मालमत्ता पत्रक

13627

गाव/पैठ : कुर्ला भाग -२ तालुका/न.मु.का. : नगर भूमापन अधिकारी, कुर्ला जिल्हा : मुंबई उपनगर

नगर भूमापन क्रमांक	शिफ्ट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	सासनाला दिलेल्या आकारणाचा किंवा भाड्याचा तपशिल आणि त्याच्या फेरतपासणीची नियत वेळ
८३६/अ			५९९.३०	सी	-

सुविधाधिकार

हक्काचा मूळ धारक H	
वर्ष: १९६५	[श्री.जेम्स कोयेलो - खरेदीने]
पट्टेदार	L
इतर भार	-
इतर शर्रे	-

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक(वा) पट्टेदार(प) किंवा भार	साक्षात्कृत
१८/१०/१९९९	अर्ज दि.१०-१२-८८, तांबे पावती दि.२७-९-९९, सहाय्यक अभियंता (परि.)यांचेकडील ना हरकत पत्र क्र. WCL/२९३३४/AEML/३-१०-९९वरून जि.नि. भू.अ.तथा न.मु.अ.क्र.२मुं.ज.जि.मुळंड यांचा आदेश क्र.न.मु.२/मौ.र.नं.६०६/८१/८३६ दि.१८-१०-९९ अन्वये रस्तारुंदीकडे ७८.९ चौ.मी.वर्ग झालेले सदर क्षेत्र न.मु.क्र.८३६ मधून कमी केले व ८३६/१ते १६या मिळकती जागेवर अस्तित्वात नसलेले त्यांचे क्षेत्र न. मु.क्र.८३६ मध्ये सामील करून न.मु.क्र.८३६/१ते १६ या मि.प.रह केल्या.			सही- १८/१०/१९९९ जि.नि.भू.अ. तथा न.मु.अ.क्र.२ मुंबई उपनगर, मुंबई
२०/०८/१९९२	जि.नि.भू.अ.तथा नगर भूमापन अधिकारी क्र.२ मुं.उ.जि.यांचे कडील समक्रमांकाच्या फेर आदेशान्वये न.मु.क्र.८३६ या मिळकतीच्या क्षेत्रातून रस्ता रुंदीकडे वर्ग झालेल्या क्षेत्रासाठी स्वतंत्र मिळकत पत्रिका उघडली व त्यास ८३६ब असा न.मु.क्र.नमूद केला तसेच मूळ न.मु.क्र.८३६ ऐवजी ८३६अ दाखल केला.			सही- २०/०८/१९९२ जि.नि.भू.अ. तथा न.मु.अ.क्र.२ मुंबई उपनगर, मुंबई
१८/१२/२०१५	मा.जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख (म.राज्य) पुणे यांचेकडील परिपत्रक क्र.ना.भू.-१/मि.प./अक्षरी/नॉद/२०१५, पुणे दिनांक १६/०२/२०१५ व इकडील आदेश क्र.न.मु. कुर्ला -२/फे.फा.क्र.५८६/२०१५ दिनांक १८/१२/२०१५ अन्वये मिळकत पत्रिकेवर नमूद असलेले अंकी क्षेत्र अक्षरी पाचले एकोणवीस पुर्णक तीन दशांश चौ.मी. दाखल केले.			फेरफार क्र.५८६ प्रमाणे सही- न.मु.अ.कुर्ला
०९/०१/२०२३	मानीव अभिहस्तांतरण दस्तानुसार नॉद - सह दु.नि. कुर्ला १ यांचेकडील र.द.क्र. २०००४/२०२२ दिनांक ०४/११/२०२२ अन्वये मिळकतीचे धारक श्री.जेम्स कोयेलो - खरेदीने यांचे तर्फे जा.क्र.मुंबई /जिउनि -२ /हौसिंग /मानीव/प्राधिकारी यांनी आदेश क्र. १२३३ व आदेश दि. २६/०४/२०२२ नुसार मानीव अभिहस्तांतरण दस्त करून दिल्याने मिळकत /जमीन धारकाचे नाव कमी करून मानीव अभिहस्तांतरण घेणार यांचे नाव दाखल केले.	सह दु.नि. कुर्ला १ २०००४/२०२२ ०४/११/२०२२	H अल कादरी को ऑप हौ सो ली ५९९.३० चौ.मी	फेरफार क्र.८२६ प्रमाणे सही- ०९/०१/२०२३ न.मु.अ., न.मु.अ. कुर्ला

हे आरक्षण पत्रक डिजिटरी त्वावर केलेले आहे

हे मिळकत पत्रिका (दिनांक ०९/०१/२०२३ १०:०१:२४ PM रोजी) डिजिटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही शिक्काची आवश्यकता नाही.
मिळकत पत्रिका डाऊनलोड दिनांक १/१०/२०२३ ८:४४:०३ PM
वैधता पडताळणी साठी <https://digitalsatbara.mahabhumi.gov.in/DSLR/Login/VerifyPropertyCard> या संकेत स्थळावर जाऊन २२१०१००००२४४५२६५ हा क्रमांक वापरावा.



महाराष्ट्र शासन

मालमत्ता पत्रक

15361

गाव/पेठ : कुर्ला भाग -२	तालुका/न.मु.का. : नगर भूमापन अधिकारी, कुर्ला	जिल्हा : मुंबई उपनगर			
नगर भूमापन क्रमांक	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणाचा किंवा भाड्याचा तपशिल आणि त्याच्या फेरतपासणीची नियत वेळ
८३६/ब			७८.९०	फ	-

सुविधाधिकार	
हक्काचा मुळ धारक H वर्ष:	-
पट्टेदार	L
इतर मार	-
इतर शेर	-

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक(घा) पट्टेदार(प) किंवा मार	साक्षार्कन
२०/०८/१९९२	जि.नि.भू.अ.तथा नगर भूमापन अधिकारी क्र.२ मुं.उ.जि.यांचेकडील आदेश क्र.६०६/८९/८३ दि.१८-१०-९१ व फेर आदेश क्र.सम.दि.२०-८-९२ अन्वये न.मु.क्र.८३६ मधून रस्ता रुंदी ७८.९ चौ.मि.क्षेत्र वर्ग केले आणि सदर क्षेत्रासाठी स्वतंत्र मिळकत पत्रिका उघडली व ८३६ब असा नंबर दाखल केला.		H मुंबई महानगर पालीका	सही- २०/०८/१९९२ जि.नि.भू.अ. तथा न.मु.अ.क्र.२ मुंबई उपनगर, मुंबई
१८/१२/२०१५	मा.जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख (म.राज्य) पुणे यांचेकडील परिपत्रक क्र.ना.भू.-१/नि.प./अक्षरी; नोंद/२०१५, पुणे दिनांक १६/०२/२०१५ व इकडील आदेश क्र.न.भू.कुर्ला भाग-२/फे.फा.क्र.५८६/२०१५ दिनांक १८/१२/२०१५ अन्वये केवळ मिळकत पत्रिकेवर नमूद असलेले अंकी क्षेत्र अक्षरी अठ्ठयाहत्तर पुर्णांक नऊ दशांश चौ.मी. दाखल केले.			फेरफार क्र.५८६ प्रमाणे सही- न.मु.अ.कुर्ला

हे आकडेवारी पत्रक डिजिटल केले आहे

हि मिळकत पत्रिका (दिनांक २/१४/२०१९ १२:००:०० AM रोजी) डिजिटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही शिक्काची आवश्यकता नाही.
मिळकत पत्रिका डाऊनलोड दिनांक १/१२/२०२२ २:४३:५४ PM
वैधता पडताळणी साठी <http://aapleabhiyekh.mahabhumi.gov.in/DSLFR/propertycard> या संकेत स्थळावर जाऊन २२१०१०००१७७७१९७ हा क्रमांक वापरावा.



Abhay V Kale

Fire & Life Safety Auditor (MCGM)

Lic No: MCGM / MFB / FLSA /32.

Ex Chief Fire Officer (Retd) Mumbai Fire Brigade

Email- abhayfire@gmail.com

Mobile No: 9930464827

701/702 Om Shiv CHS,
Mogul Lane,
Mahim (West),
Mumbai 400016

No: FLSA/32/AVK23/Dec/17

RECCOMENDATIONS FOR FIRE SAFETY MEASURES TO BE INCORPORATED IN PROPOSED LOW RISE RESIDENTIAL BUILDING

To,
M/s Dadamiya Infrastructure LLP
F-53 Kohinoor City Mall,
Kirod road, Off L.B.S. Marg,
Kurla (W), Mumbai 400070.

Sub: Fire protection and fire-fighting requirements for the Proposed construction of Low Rise Residential Building on plot bearing C. T. S. No. 834, 835, 836/A of Village Kurla (2) at New Hall Road, Kurla (West), Mumbai.

- Ref:**
1. Appointment letter as a FLSA from M/s Dadamiya Infrastructure LLP dated 20/12/2023.
 2. Application from Architect M/s Dadamiya Infrastructure LLP, Architects dated 21/12/2023 regarding proposed construction.
 3. Building Proposal File No P-9994/2022/(834 And others)/L Ward/Kurla - 2

With reference to appointment letter submitted by M/s Dadamiya Infrastructure LLP dated 20/12/2023, they have appointed me as Fire & Life Safety auditor with reference to Mumbai Fire Brigade circular BRC No 56 dated 02.09.2022 & Municipal Commissioner sanction No. MGC/F/4775 dated 05/07/2021 to recommend necessary fire protection and fire-fighting requirements for proposed low rise residential building.

The Architect vide his letter dated 21/12/2023 has submitted plans for construction of low rise residential building comprising of three wings designated as Wing A, Wing B & Wing C; having common ground floor partly on stilts for stack car parking & partly for shops, society office, fitness centre + 1st to 5th upper residential floors in each wing with a total height of 16.05 mtrs. from general ground level up to terrace level.

ABHAY
VASUDEO
KALE

Digitally signed by
ABHAY VASUDEO
KALE
Date: 2023.12.21
11:57:26 +05'30'

As per Plan submitted by the Architect, the users at various floors proposed as follows:

Floor	Wing A	Wing B	Wing C
Ground floor / stilts	Nine Shops with Lofts + Two tier stack car parking with pit + space for Ele Meters in each wing + Entrance lobby (for each wing + Space for Pump Room + Society Office + Fitness Centre		
1 st floor	N.A.	Eight Residential flats	Four Residential flats
2 nd to 4 th floor	Two Residential flat + 5 M P Rooms each	Eight Residential flats each	Four Residential flats each
5 th floor	Three Residential flat + 3 M P Rooms	Eight Residential flats	Four Residential flats
Terrace above 5 th floor	Open to sky (Treated as Refuge Area)		

DETAILS OF STAIRCASE AS PER PLAN SUBMITTED BY ARCHITECT:

Wing	No. of staircase	Width	From – To	Type of staircase
Wing A	One	1.50 mtrs	Leading from ground floor to terrace level.	Open type
Wing B	One	1.50 mtrs	Leading from ground floor to terrace level.	Open type
Wing C	One	1.50 mtrs	Leading from ground floor to terrace level.	Open type
All the three staircases are ventilated to outside air through chowks as shown on the plan.				

DETAILS OF LIFTS:

Wing	No. of lifts	Type of lifts	Profile
Wing A	01 No	Passenger lift	Leading from ground floor to 5 th floor level.
Wing B	02 Nos.	Passenger lifts	Each leading from ground floor to 5 th floor level.
Wing C	01 No	Passenger lift	leading from ground floor to 5 th floor level
The lift lobby/ common corridor at each floor is ventilated to outside air, as shown on the plan by Architect.			

As shown by Architect on the plan, the proposed site abuts on 13.40 mtrs. wide New Hall Road on East side.

As shown by Architect on the plan, the open space for the building are as follows:

Direction	Open space from Building line to plot boundary
North	3.20 M to 3.57 M
South	3.24 M to 3.39 M
East	3.07 M to 3.16 M
West	3.0 M

Considering the above said proposal, following fire safety measures are recommended based on codified fire safety requirements of B.M.C./M.F.B.:

1. ACCESS (common for All Wings): -

- a) Two Entrance gates shall be provided.
- b) Archways (if provided above entrance gate) height clearance shall be not less than 4.50 metres
- c) Access road to the building shall be as per Regulation No.19 of DCPR-2034. Fire safety compliance certificate will be issued only after D P Road is in existence (at least 6.0 mtr. wide)

2. COURTYARDS (All wings):-

- a. All the courtyards shall be in one plane and same shall be free from obstruction at all times.
- b. No structure of any type shall be permitted in courtyards of the building.

a) STACK CAR PARKING:

- a. Car parking shall be permitted only in the designated area.
- b. Drainage of the car parking area of all the levels are laid independent from that of the buildings & it is provided with catch pit & fire trap before connecting to the building drainage or Municipal drainage.
- c. Drainage of the car parking areas at all the levels are so laid as to prevent any overflow in the staircase, lift shaft etc.
- d. Dwelling, use of naked light/flame, repairing /maintenance of vehicles are strictly prohibited in the parking area.
- e. The drive way shall be properly marked & maintained unobstructed all the time.
- f. Elements of the stack car parking shall be 2 hrs fire resistant.
- g. Design of the stack car parking shall be as prevailing codes and standards.
- h. The Automatic Sprinkler System shall be provided in entire car parking area in such a way to cover each car park.

3. STAIRCASE (All Wings): -

- a. The layout, flight width etc. of staircase shall be as per Regulation 37(15) & 47 of DCPR- 2034.

- b. Staircase shall be externally located & adequately ventilated to outside air.
- c. Permanent vent provided at the top equal to 5 % of the cross sectional area of the staircase shall be provided.
- d. Openable sashes or R.C.C. grills provided with clear opening of not less than 0.5 sq. meters per landing on the external wall of the staircase shall be provided.

Terrace door (All wings): -

Sliding door shall be provided.

4. CORRIDOR / LIFT LOBBY (All Wings): -

- a. Corridor/lift lobby at each floor level shall be adequately ventilated as per the provisions of DCPR-2034.
- b. The common corridor/lift lobby at each floor level shall be kept free from obstructions at all times.
- c. Proper signage provided for escape routes, staircase, floor nos. etc. at each floor of building.

5. STAIRCASE AND CORRIDOR (ESCAPE ROUTES) LIGHTINGS (All Wings) : -

- a. Staircase and corridor lighting shall be connected to alternate electric supply.
- b. Emergency lights shall be provided in the staircases/corridors and terrace.

6. FLATS ENTRANCE DOORS & KITCHEN DOOR (If Provided) (All Wings): -

- i. Entrance doors for flats shall be of solid core having fire resistance of not less than one hour as per IS Standards.
- ii. Doors for Kitchen (if provided) shall be of solid core having fire resistance of not less than one hour as per IS Standards.

7. ELECTRIC CABLE CONDUITS, SERVICES & METER PANEL (All wings)

- a. Electric meter panel shall be completely separated from the staircase with fire resistant wall, all openings for passing cables shall be sealed with fire resistant material and fire resistant doors having two hours fire resistance shall be provided to all openings.
- b. All the electrical cables shall be provided in the sealed casing or shall be concealed type or in the dedicated electrical shafts. Electrical duct shall be enclosed from three side with brick work and opening in lobby shall be provided with 2 hrs fire resistant material.
- c. Electric cable conduits shall be sealed at each floor level with non-combustible materials such as vermiculite concrete. No storage of any kind shall be kept in electric shaft.
- d. Electric meter room / panel / box shall be adequately ventilated & easily accessible.
- e. Electric wiring / electrical installation shall be as per prevailing Indian

- Electricity Act and Rules and the certificate to that effect is obtained from authorized electrical contractor / electrical authority at the time of compliance application.
- f. Electric wiring shall be fire resistance and low smoke hazard cables (FRLS) type.
 - g. Low & medium voltage wiring running in shaft & in false ceiling should run in separate conduits.
 - h. Water mains, telephone lines, intercom lines, gas pipes or any other service line should not be laid in the duct for electrical cables; use of bus bar / solid rising mains instead of cables is preferred.
 - i. Separate circuits for fire-fighting pumps, lifts, staircases & corridor lighting shall be provided directly from the main switch gear panel and these circuits shall be laid in separate conduit pipes, so that fuse in one circuit will not affect the others. Such circuits shall be protected at origin by an automatic circuit breaker with its no-volt coil removed.
 - j. Master switches controlling essential service circuits shall be clearly labelled & provided in the lobby for emergency operations.

8. FALSE CEILING (if provided) (All Wings): -

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

9. MATERIALS FOR INTERIOR DECORATION/FURNISHING (if provided) (All Wings): -

The use of materials which are combustible in nature and may spread toxic fume/gases should not be used for interior decoration/furnishing.

10. LIFT (All Wings): -

A. PASSENGER LIFT:

- 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 are steel shuttered with fire resistance of one hour. No collapsible shutters are permitted.
- iv. Threshold of non-combustible material is provided at the entrance of each landing door.

11. FIRE FIGHTING REQUIREMENTS: -

- a. **UNDER GROUND WATER STORAGE TANK (Common for all wings): -** An underground water storage tank of 50,000 liters capacity shall be provided for Wet riser & sprinkler system including car parking as per the design specified in the rules with baffle wall and fire brigade collecting breaching.

b. WET RISER (All wings): -

Wet Riser of internal dia. of 10 cms. of G.I. 'C' Class pipe shall be provided adjoining the staircase as shown on the plan with a single hydrant outlet & hose reel at each floor level in such a way as not to reduce the width of the common corridor. Pressure reducing discs or orifices shall be provided at lower level, so as not to exceed the pressure of 5.5 kgs per sq.cms.

c. AUTOMATIC SPRINKLER SYSTEM (All wings): -

The Automatic sprinkler system shall be provided in each shop, car parking covering each car park at stilts in all three wings, each habitable room of each flat of Wing B & Wing C and common corridor at each floor of all the three Wings as per standards laid down by relevant I.S. specifications.

d. AUTOMATIC SMOKE DETECTION SYSTEM (All wings): -

Electric meter rooms / panels and Lift machine rooms (if provided), shops shall be provided with Automatic smoke detection system with main console panel at ground floor level.

e. FIRE SERVICE INLET: -

- i. A fire service inlet at the entrance gate adjacent to the road shall be provided to connect the mobile pump of the fire service independently to a) down comer, b) sprinkler system.
- ii. Breeching connection inlet shall be provided to refill U.G. tank.

f. FIRE PUMPS(Common for all wings): -

- Wet Riser (Wing C) shall be connected to a main pump at ground level of capacity not less than 1200 lpm capable of giving pressure of not less than 3.2 kgs/sq.cm at the top most hydrant.
- Sprinkler pump of suitable capacity along with jockey pump shall be provided for automatic sprinkler system in Wing C.
- All these pumps shall be automatic in operation on reduction of pressure in the line.
- Electric supply (normal) to these pumps is kept on independent circuit.
- Fire pumps provided shall be of surface mounted type or vertical turbine mounted type and shall not be of submersible type.

g. EXTERNAL HYDRANTS: -

Courtyard hydrants shall be provided at a distance of 30.00 mtrs on ground floor level within the confines of the site. Hose box with two delivery hose and branch shall be provided near external hydrant and on all floors.

h. FIRE ALARM SYSTEM (All Wings): -

The entire building shall be provided with manual fire alarm system with main control panel at ground floor level and pill-boxes and hooters at each upper floor

level. The layout of fire alarm system shall be in accordance with I.S. specification.

i. PORTABLE FIRE EXTINGUISHERS (Each Wing): -

- i. Two Dry Chemical Powder (A.B.C.) type fire extinguisher of 06 kgs capacity having B.I.S. certification mark and two buckets filled with dry, clean sand shall be kept each in the electric meter room & near lift machinery area.
- ii. One Dry Chemical Powder (A.B.C.) type fire extinguisher each of 06 Kgs. capacity having B.I.S. certification mark shall be kept on each floor level in the entire building.
- iii. One Dry Chemical Powder fire extinguisher ABC type of 6 Kgs. capacity each shall be kept for every 100 Sq. Mtrs. area on ground floor level.

j. PUBLIC ADDRESS SYSTEM (Each Wing): -

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

k. SIGNAGES (Each Wing): -

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

l. HOSE & HOSE BOX (Each Wing): -

One Hose Box with two hoses of 15 mtrs. length of 63 mm dia. along with branch shall be provided near each external hydrants and on alternate floors of the building in all the wings at easily accessible place.

m. TRAINED SECURITY GUARD: -

- a. Trained security/fire supervisor along with trained staff having basic knowledge of fire-fighting & fix fire-fighting installation shall be provided/posted in the building. They will be responsible for the following:
- b. Maintenance of all the first aid firefighting equipment's, fixed installations & other firefighting equipment's/appliance in good working condition at all times.
- c. 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.
- d. To liaise with the City Fire Brigade on regular & continual basis.

n. FIRE & EVACUATION DRILL: -

Fire/evacuation drills shall be conducted regularly & log of it shall be maintained.

12. REFUGE AREA (Each Wing):

Terrace floor above 5th floor of each Wing shall be treated as Refuge Area & shall be provided as under:

- a. Terrace of All the wings shall be kept interconnected as shown on the plan which will facilitate alternate escape route in case of emergency.
- b. The necessary facilities such as emergency lighting, drinking water etc. shall be provided.
- c. The access door/s from the staircase/s to the terrace floor shall be painted or fixed with sign painted in luminous paint "**REFUGE AREA**".

13. ALTERNATE SOURCE OF POWER SUPPLY (All wings): -

An alternate source of L.V./H.V. supply from a separate substation or D.G. Set with appropriate change over switch shall be provided for fire pumps, staircase and corridor lighting circuits and terrace emergency lights, manual fire alarm system, detection system & P.A. system. It shall be housed in a separate cabin / cabinet at least 03 mtrs. Away from Electric Meter panel.

Note

1. **Applicable Fire protection fees / fire service fees shall be paid to MCGM before approval.**
2. **Scrutiny fee as applicable will have to be paid by the builder to MCGM.**
3. The fire-fighting installation shall be carried out by Govt. of Maharashtra approved Licensing Agency.
4. The width of abutting road & open spaces mentioned herein are as per plans submitted by the Licensed Surveyor and these parameters are not verified by the undersigned. It shall be verified by concerned MCGM authorities.
5. This recommendation letter is issued only from Fire Protection & Fire-Fighting requirements point of view. If any matter pertaining to authenticity or legality shall be cleared by concerned Owner/Occupier/Developer/L.S./Architect, etc.
6. The plans along with this letter are signed from Fire Risk & Life Safety point of view only for the proposed building. Signing of these plans does not mean in any way mean permission for construction of the building. It is L.S./Architect/Developers responsibility to take necessary prior approval from all concerned competent authorities for the proposed construction of the building.

**ABHAY
VASUDEO
KALE**

Digitally signed by
ABHAY VASUDEO KALE
Date: 2023.12.21
11:59:28 +05'30'

Abhay Kale
Fire & Life Safety Auditor
Lic No: MCGM/MFB/FLSA/32

Copy to:
Architects –
M/s Dadamiya Infrastructure LLP.

Sheetal...

MUNICIPAL CORPORATION OF GREATER MUMBAI

Assistant Assessors & Collector L-Ward
2nd Floor, S.G Barve Marg, Kurla (w), Mumbai - 400 070.

AA&C IL / 2773 / 2023-24

From
Asstt. Assessor & Collector
Assessment & Collection Department
2nd Floor, S.G Barve Marg,
Kurla (w), Mumbai - 400 070.

VISITING HOURS - 3.00 PM TO 5.00 PM.

Date - 12 FEB 2024

To,
M/s. Dadamiya, Infrastructure LLP,
F-53, Kohinoor City Mall,
Kirod Road, Off. L.B.S. Marg,
Kurla (w), Mumbai-400 070.

Sub - Certificate of Tax Payment Position in respect
of Property having SAC No. LX1302000030000.

Ref - Your letter received in this office on 16.01.2024.

Gentlemen,

The contents of your letter under reference are noted and in the light thereof, I have to inform you as under-

Details as per office records	Property Tax (Rs.)
Amount of bills issued for the period ending 31.03.2023	300605/-
Paid Amount of Property Tax	300605/-

Please note that the Rules, viz. 20,21 &22 of 'Rules for fixation of Capital Value of Lands & Building , 2010 & 2015' have been adjudged as *ultra vires*, and further steps are being taken -up by this office.

Shi
12/2/2024
Asstt. Assessor & Collector/ L Ward.(I/O).

Sheetal...

MUNICIPAL CORPORATION OF GREATER MUMBAI

Assistant Assessors & Collector L-Ward
2nd Floor, S.G Barve Marg, Kurla (w), Mumbai - 400 070.

AA&C / L / 2773 / 2023-24

From
Asstt. Assessor & Collector
Assessment & Collection Department
2nd Floor, S.G Barve Marg,
Kurla (w), Mumbai - 400 070.

VISITING HOURS - 3.00 PM TO 5.00 PM.

Date - 12 FEB 2024

To,
M/s. Dadamiya, Infrastructure LLP,
F-53, Kohinoor City Mall,
Kiroil Road, Off. L.B.S. Marg,
Kurla (w), Mumbai-400 070.

Sub - Certificate of Tax Payment Position in respect
of Property having SAC No. LX1302000030000.

Ref - Your letter received in this office on 16.01.2024.

Gentlemen,

The contents of your letter under reference are noted and in the light thereof, I have to inform you as under-

Details as per office records	Property Tax (Rs.)
Amount of bills issued for the period ending 31.03.2023	300605/-
Paid Amount of Property Tax	300605/-

Please note that the Rules, viz. 20,21 & 22 of 'Rules for fixation of Capital Value of Lands & Building, 2010 & 2015' have been adjudged as *ultra vires*, and further steps are being taken -up by this office.

Sheetal...
Asstt. Assessor & Collector/ L Ward.(I/O).



MUNICIPAL CORPORATION OF GREATER MUMBAI
ASSESSMENT & COLLECTION DEPARTMENT

Online NOC LX/NDC/07-01-2022/63591 Dt 07/01/2022

Subject :- No dues certificate dt. 07/01/2022 for SACNo LX1302000030000

Sir,

With reference to your request in respect of below mentioned property.

Prop A/C No. :- LX1302000030000

Billing Name THE SECY THE SHEETAL , CHANDRIKA CO OP,HSG SOCIETY LTD 399A B,HALL
& Address :- ROADKURLA (WEST)MUMBAI 400070

Assessee Name JERVES COELHO

& Address :- L 2798 (2AB-2AC) 399 AB HALL RD BUILDING

It is hereby informed that, as per the office records there are no Property tax dues against the property mentioned above upto 31.03.2022 .

The above No dues Certificate is subject to amendments on account of revisions in property or 31.03.2022 whichever is earlier. This certificate may be used as reference document only and is not valid for the use of any official or legal matters. Other departments are requested to confirm the facts with A & C Dept before proceeding further.

This is computer generated invoice no signature required.

MUNICIPAL CORPORATION OF GREATER MUMBAI

**Assistant Assessors & Collector L-Ward
2nd Floor, S.G Barve Marg, Kurla (w), Mumbai – 400 070.**

12 FEB 2024
AA&C/L/2772/2023-24

Asstt. Assessor & Collector
Assessment & Collection Department
2nd Floor, S.G. Barve Marg,
Kurla (w), Mumbai-70.
From Kurla (w), Mumbai-70.
Asstt. Assessor & Collector
Assessment & Collection Department
2nd Floor, S.G Barve Marg,
Kurla (w), Mumbai – 400 070.

VISITING HOURS – 3.00 PM TO 5.00 PM.

Date 12 FEB 2024

To,
M/s. Dadamiya, Infrastructure LLP,
F-53, Kohinoor City Mall,
Kirof Road, Off. L.B.S. Marg,
Kurla (w), Mumbai-400 070.

**Sub - Certificate of Tax Payment Position in respect
of Property having SAC No. LX1301970110000.**

Ref – Your letter received in this office on 16.01.2024.

Gentlemen,

The contents of your letter under reference are noted and in the light there of, I have to inform you as under-

Details as per office records	Property Tax (Rs.)
Amount of bills issued for the period ending 31.03.2023	2353022/-
Paid Amount of Property Tax	2353022/-

Please note that the Rules, viz. 20,21 &22 of 'Rules for fixation of Capital Value of Lands & Building , 2010 & -2015' have been adjudged as *ultra vires*, and further steps are being taken -up by this office.


Asstt. Assessor & Collector/ L Ward.(I/O).

: AGREEMENT :

THIS AGREEMENT is made and executed at **Mumbai** on this [●] Day of [●] in the Christian Year Two Thousand and Twenty [●];

BETWEEN

DADAMIYA INFRASTRUCTURE LLP, a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, bearing **LLPIN AAN-5758** and having its registered office at **F-53, Kohinoor City Mall, Kiroi Road, Off. L.B.S. Marg, Kuria (W), Mumbai - 400 070**, represented by its Designated Partner & Authorised Signatory, **Mr. Moinuddin Shahid Shaikh**, hereinafter referred to as the "**Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, assigns and permitted nominees) of the **ONE PART**;

AND

MR./ MRS./ MS./ M/S. [●] (Aadhar [●]) aged about [●] residing/ having address at [●], hereinafter referred to as the "**Allottee/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include "in case of an **Individual** his/ her/ their heirs, executors, administrators and permitted assigns", "in case of a **Partnership Firm**, the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors, administrators and permitted assigns of the last surviving partner", "in case of a **Company/ LLP** its successors and permitted assigns, in case of a **Hindu Undivided Family**, the Karta and members for the time being and from time to time of the coparcenary and survivor/s of them and the heirs, executors, administrators and permitted assigns of the last survivor/s of them", "in case of a **Trust** the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and permitted assigns") of the **OTHER PART**:

The Promoter and the Allottee/s, wherever the context so requires, are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS M/s. Sheetal Chandrika CHS Ltd. & M/s. Al-Qadri CHS Ltd. (hereinafter collectively referred to as "**the Societies**") are the joint owner of all that piece and parcel of land or ground situate, lying and being at 13.40 M. wide New Hall Road, Kurla (W), Mumbai in the Registration Sub-District of Mumbai admeasuring 1564.80 Square Meters or thereabouts together with structures standing thereon totally admeasuring 1,476.93 Square Meters (now demolished) which were occupied by various Members (hereinafter collectively referred to as "**Old Structures**") bearing Survey No. 189, Hissa Nos. 1 & 2 (Pt) corresponding to C.T.S. Nos. 834, 835, 836/A & 836/B of Village- Kurla(2), Taluka - Kurla, District - Mumbai Suburban and assessed by the Assessor and Collector of Municipal Rates and Taxes of Bombay under L-Ward Nos. L-2798(1A) & L-2798(2AB-2AC) and Street Nos. 399AB & 399AB and more particularly described in the **First Schedule** hereunder written (hereinafter referred to as "**the Project Land**").

AND WHEREAS the Societies were desirous of developing the Property and pursuant to the negotiations and understanding arrived with the Promoter, the Parties had entered into a Development Agreements dated October 15th, 2023 registered with the Sub-Registrar of Assurances at Kurla-1 under Serial No. 20605 of 2023 & 20614 of 2023 (hereinafter referred to as "**the Development Agreements**"), for undertaking the development and construction of the Property, in accordance with the terms and conditions set out in the Development Agreements. The Societies have granted unto the Promoter, rights to develop and construct the Property by utilising the Floor Space Index/ Built-Up Area set out therein, for the consideration and on the terms and conditions more particularly mentioned therein.

AND WHEREAS Pursuant to the Development Agreements, the Societies have executed Power of Attorney's dated October 15th, 2023 registered with the Sub-Registrar of Assurances at Kurla-1 under Serial Nos. 20608 of 2023 & 20615 of 2023, appointing the Promoter as it's constituted attorney to enable the Promoter to undertake certain acts, deeds and matters on its behalf in relation to the construction and development of the Property, as more particularly mentioned therein.

AND WHEREAS the Promoters are thus entitled and enjoined upon to construct Buildings on the Project Land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter is in possession of the project land.

AND WHEREAS the Promoter has proposed to construct on the Project Land consisting of Wing 'A' comprising of Ground plus 4 upper floors, wing 'B' & 'C' comprising of Stilt + 5 upper floors.

AND WHEREAS the Allottee/s is offered a Residential Apartment/ Commercial Shop bearing number [•] on the [•] floor, (herein after referred to as the said "Unit") in the [•] wing of the Building called "Dadamiya's Emerald" (herein after referred to as the said "Building") being constructed in the phase of the said project, by the Promoter.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS the Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the Building/s and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Building/s.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Units in the said Building/s to be constructed by the Promoter on the Project Land and to enter into Agreement/s with the Allottee(s)/s of the Units to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architects Mrs. Sana (N. Malik) Shaikh and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card and/or extract of Village Forms VI and VII and XII and/or any other relevant revenue record showing the nature of the title of the Promoter to the Project Land on which the Units are to be constructed have been annexed hereto and marked as Annexure - 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as

approved by the concerned Local Authority have been annexed hereto and marked as Annexure - C-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the Building/s and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure - C-2,

AND WHEREAS the authenticated copies of the plans and specifications of the Unit agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as Annexure - D.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building/s.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land and the said Building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said Building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee/s has applied to the Promoter for allotment of a Unit No. [•] on [•] floor in [•] wing constructed in the said Project.

AND WHEREAS the carpet area of the said Unit is [•] square meters and "carpet area" means the net usable floor area of an Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Unit.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs. [●]/- (Rupees [●] Only) only, being part payment of the sale consideration of the Unit agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no [●], the authenticated copies of MahaRERA Registration Certificate has been annexed hereto and marked as Annexure - 'F'.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Unit with the Allottee/s, being in fact these presents and also to register said Unit under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the Unit and the covered parking (if applicable).

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

1. The Promoter shall construct the said Building/s consisting of ground/ stilt, and [●] upper floors on the Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Unit of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

1(a)(i) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Unit No. [●] of the type [●] of carpet area admeasuring [●] square meters carpet area (as per the Act) along with [●] square meters of open balcony attached to the flat on [●] floor in the [●] wing (hereinafter referred to as "the Unit") as shown in the Floor plan thereof hereto annexed and marked **Annexures C-1 and C-2** for the

consideration of Rs. [●]/- (Rupees [●] Only) inclusive of the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Unit including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

1(a)(ii) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s covered parking spaces bearing Nos. [●] situated at Stilt being constructed in the layout for the consideration of Rs. [●]/- (Rupees [●] Only).

1(b) The total aggregate consideration amount for the Unit including covered parking spaces is thus Rs. [●]/- (Rupees [●] Only).

1(c) The Allottee/s has paid on or before execution of this agreement a sum of Rs. [●]/- (Rupees [●] Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. [●]/- (Rupees [●] Only) in the following manner:

i. Amount of Rs. [●]/- (Rupees [●] Only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs. [●]/- (Rupees [●] Only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the Building/s or wing in which the said Unit is located.

iii. Amount of Rs. [●]/- (Rupees [●] Only) (not exceeding 50% of the total consideration) to be paid to the Promoter on completion of the 2nd Slab of the Building/s or wing in which the said Unit is located.

iv. Amount of Rs. [●]/- (Rupees [●] Only) (not exceeding 55% of the total consideration) to be paid to the Promoter on completion of the 3rd Slab of the Building/s or wing in which the said

- v. Amount of Rs. [●]/-
(Rupees [●] Only) Unit is located.
(not exceeding 60% of the total consideration) to be paid to the Promoter on completion of the 4th Slab of the Building/s or wing in which the said Unit is located.
- vi. Amount of Rs. [●]/-
(Rupees [●] Only) (not exceeding 65% of the total consideration) to be paid to the Promoter on completion of the 5th of the Building/s or wing in which the said Unit is located.
- vii. Amount of Rs. [●]/-
(Rupees [●] Only) not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the Building/s or wing in which the said Unit is located.
- viii. Amount of Rs. [●]/-
(Rupees [●] Only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Unit.
- ix. Amount of Rs. [●]/-
(Rupees [●] Only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Unit.
- x. Amount of Rs. [●]/-
(Rupees [●] Only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the Building/s or wing in which the said Unit is located.
- xi. Amount of Rs. [●]/-
(Rupees [●] Only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps,

electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the Building/s or wing in which the said Unit is located.

xii. Balance Amount of Rs. [●]/- (100% of the total consideration) against (Rupees [●] Only) and at the time of handing over of the possession of the Unit to the Allottee/s on or after receipt of occupancy certificate or completion certificate.

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

1.e. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/ rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

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

1.g. The Promoter shall confirm the final carpet area that has been allotted to

the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause I(a) of this Agreement.

- 1.h. The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit.
- 2.2 Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Unit to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan").
3. The Promoter hereby declares that the Floor Space Index available as on

date in respect of the Project Land is 3,947.92 square meters only and Promoter has planned to utilize Floor Space Index of 71.74 square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 4019.67 square meters as proposed to be utilized by him on the Project Land in the said Project and Allottee/s has agreed to purchase the said Unit based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1. If the Promoter fails to abide by the time schedule for completing the project and handing over the Unit to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s(s) to the Promoter.

4.2. Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the

Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Unit which may till then have been paid by the Allottee/s to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said Building and the Unit as are set out in **Annexure 'E'**, annexed hereto.
6. The Promoter shall give possession of the Unit to the Allottee/s on or before **31st Day of March, 2027**. If the Promoter fails or neglects to give possession of the Unit to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Unit with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of Building in which the Unit is to be situated is delayed on account of -

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- 7.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Unit, to the Allottee/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Unit to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any

of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee/s, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2 The Allottee/s shall take possession of the Unit within 15 days of the written notice from the promotor to the Allottee/s intimating that the said Units are ready for use and occupancy:
- 7.3 **Failure of Allottee/s to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee/s shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 8.1 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the Unit to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Unit or the Building in which the Unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
8. The Allottee/s shall use the Unit or any part thereof or permit the same to be used only for purpose of *residence/ office/ show-room/ shop/ godown for carrying on any industry or business. (*strike of which is not applicable). The Allottee/s shall use the parking space only for purpose of keeping or parking vehicle.
9. The Allottee/s along with other Allottee/s(s) of Units in the Building/s shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents

necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the Owners in the said structure of the Building or Wing in which the said Unit is situated.
- 9.2 The Promoter shall, within three months of registration of the Federation/Apex Body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex Body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the Project Land on which the Building with multiple wings or Building/s are constructed.
- 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Unit is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Unit) of outgoings in respect of the Project Land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and Building/s. Until the Society or Limited Company is formed and the said structure of the Building/s or wings is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee/s's share is so determined the

Allottee/s shall pay to the Promoter provisional monthly contribution of Rs. [●]/- (Rupees [●] Only) per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the Building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the Building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:
- (i) Rs. [●]/- for share money, application entrance fee of the (Rupees [●] Only) Society or Limited Company/Federation/ Apex body.
 - (ii) Rs. [●]/- for formation and registration of the Society or (Rupees [●] Only) Limited Company/Federation/ Apex body.
 - (iii) Rs. [●]/- for proportionate share of taxes and other charges/ (Rupees [●] Only) levies in respect of the Society or Limited Company/ Federation/ Apex Body.
 - (iv) Rs. [●]/- for Deposit towards Water, Electric, and other utility (Rupees [●] Only) and services connection charges.
11. The Allottee/s shall pay to the Promoter a sum of Rs. [●]/- (Rupees [●] Only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the Building or wing of the Building, the Allottee/s shall pay to the Promoter, the Allottee/s' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/ Wing of the Building. At the time of registration of conveyance or Lease of the project land, the Allottee/s shall pay to the Promoter, the Allottee/s' share of stamp duty and registration charges payable, by the said

Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (i) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- (iii) There are no encumbrances upon the Project Land or the Project except those disclosed in the title report;
- (iv) There are no litigations pending before any Court of law with respect to the Project Land or Project except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said Building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said Building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the

Project and the said Unit which will, in any manner, affect the rights of Allottee/s under this Agreement;

- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee/s in the manner contemplated in this Agreement;
 - (ix) At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s;
 - (x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the Project Land and/or the Project except those disclosed in the title report.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosever hands the Unit may come, hereby covenants with the Promoter as follows:
- (i) To maintain the Unit at the Allottee/s's own cost in good and tenable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the Building in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.
 - (ii) Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building in which the Unit is situated or storing of which goods is objected to by the concerned local or other

authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the Building in which the Unit is situated, including entrances of the Building in which the Unit is situated and in case any damage is caused to the Building in which the Unit is situated or the Unit on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

- (iii) To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Unit without the prior written permission of the Promoter and/or the Society or the Limited Company.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the Building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the Project Land and the Building in which the Unit is situated.
- (vii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Building in which the Unit is situated.
- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Allottee/s for any purposes other than for purpose for which it is sold.
- (ix) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- (x) The Allottee/s is/are aware of various concession/s, approval/s granted by the concerned Local Authority to the Promoter.
- (xi) That the Building under reference is deficient in open space and BMC and/or Planning Authority and other concerned authorities will not be held liable for the same in future;
- (xii) Not to hold BMC and/or Planning Authority and other concerned authorities liable for proposed inadequate sizes/ height of rooms and terrace without parapet wall and complaints of whatsoever nature will not be made in future;
- (xiii) Not to raise any objection for the neighbourhood development with deficient open space in future;
- (xiv) Not to hold BMC and/or Planning Authority and other concerned authorities liable for any failure of Mechanical Parking system in future and proper precautions and safety measures shall be taken to avoid any mishap and the damages occurs due flooding in pit, if any and maintenance of mechanized parking system shall be done regularly;
- (xv) Not to hold BMC and/or Planning Authority and other concerned

authorities liable for any mishap due to provision of additional height of stilt for provision of parking/parking tower,

(xvi) That there is inadequate manoeuvring space of car parking and that the Member/s will not make any complaint to BMC and/or Planning Authority and other concerned authorities in this regard in future.

(xvii) Ensure source segregation under the compliance of bye-laws no. 5, segregation, storage, delivery & collection of municipal solid waste generated by Members/ Occupier / Successor as defined under "Greater Mumbai Cleanliness and Sanitation Bye-laws 2006" and maintaining the wet processing system installed at project site by occupier/successor in agreement to be executed with our successors/ occupiers / society and will abide by them for its operation.

(xviii) Maintain wet waste processing unit installed i.e. Composting Pit/Composting Machines/ Bio methanation System / any scientific treatment method/ system at project site by the Developer in future, failure to which the Society/ Member/s shall be held responsible as per the guidelines issued under Cleanliness and Sanitation Bye laws 2006, MMC Act, MSW 2000 and any other condition stipulated by Govt. Authorities/ Environmental rule and Regulations.

(xix) Preserve and maintain the following documents (a) Ownership documents. (b) Copies of IOD, C.C. subsequent amendments, O.C.C./B.C.C. (c) Copies of Soil investigation reports. (d) RCC details and structural drawings. (e) Structural Stability Certificate from Licensed Structural Engineer. (f) Supervision certificate issued by the Licensed Site Supervisor. (g) Building Completion Certificate issued by Architect (h) NOC and completion certificate issued by the C.F.O./Fire & Life Safety Auditor. (i) Fire safety audit carried out as per the requirement of C.F.O./Fire & Life Safety Auditor and shall also preserve and maintain the subsequent periodical structural audit reports and repair history and to check and to carry out fire safety audit time to time as per the requirement of C.F.O. through the authorized agencies of BMC. To carry out necessary repairs/structural audit/fire audits at regular intervals.

(xx) 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 the undertakings given by the Developer to the BMC and/or Planning Authority and other concerned authorities that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the Proposed Building are completed and after the management of the Proposed Building is handed over to Society and The Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations.

(xxi) The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the Units 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 of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(xxii) Till a conveyance of the structure of the Building in which Unit is situated is executed in favour of Society/Limited Society, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Building/s or any part thereof to view and examine the state and condition thereof.

(xxiii) Till a conveyance of the Project Land on which the Building in which Unit is situated is executed in favour of Apex Body or Federation, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project Land or any part thereof to view and

examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Units and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the Building is transferred to the Society/ Limited Company or other body and until the Project Land is transferred to the Apex Body/ Federation as hereinbefore mentioned.
17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**
After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Unit.
18. **BINDING EFFECT:**
Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by

the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

19. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit/ Building, as the case may be.

20. **RIGHT TO AMEND:**

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

21. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S:**

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

22. **SEVERABILITY:**

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

23. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s(s) in Project, the same shall be in proportion to the carpet area of the Unit to the total carpet area of all the Units in the Project.

24. **FURTHER ASSURANCES:**

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

25. **PLACE OF EXECUTION:**

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

The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance/ assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

Name of Allottee/s:

Address of Allottee/s:

Notified Email ID:

Name of Promoter: **M/s. Dadamiya Infrastructure LLP.**

Address Promoter: **F-53, Kohinoor City Mall, Kiroi Road,**

Off. L.B.S. Marg, Kurla (W), Mumbai - 400 070.

Notified Email ID: enquiry@dadamiya.com

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

28. **JOINT ALLOTTEES:**

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

29. **Stamp Duty and Registration:**

The charges towards Stamp Duty, Registration Scanning Fee & Other Incidental Charges of this Agreement shall be borne by the Allottee/s alone.

30. **DISPUTE RESOLUTION:**

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. **GOVERNING LAW:**

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

: THE FIRST SCHEDULE HEREINABOVE REFERRED TO :

ALL THAT piece and parcel of land or ground situate, lying and being at 13.40 M. wide New Hall Road, Kurla (W), Mumbai in the Registration Sub-District of Mumbai admeasuring 1564.80 Square Meters or thereabouts bearing Survey No. 189, Hissa Nos. 1 & 2 (Pt), and C.T.S. Nos. 834, 835, 836/A & 836/B of Village-Kurla (2), Taluka - Kurla, District - Mumbai Suburban and assessed by the Assessor and Collector of Municipal Rates and Taxes of Bombay under L-Ward Nos. L-2798(1A) & L-2798(2AB-2AC) and Street Nos. 399AB & 399AB and bounded as follows:

On or towards the North: C.T.S. No. 830G of Village- Kurla (2)
On or towards the East: 13.40 M. wide New Hall Road.
On or towards the West: C.T.S. No. 833 of Village- Kurla (2)
On or towards the South: C.T.S. Nos. 838 (Pt.) & 837 of Village- Kurla (2)

: THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

Residential Flat/Commercial Shop No. [•] admeasuring [•] square meters carpet area (as per the Act) along with [•] square meters of open balcony attached to the flat on the [•] floor in along with [•] number of car parking spaces as an exclusive and designated amenity attached to the Flat (at such location to be finalised subsequently by the Promoter) in the Building known as "Dadamiya's Emerald".

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

SIGNED, SEALED AND DELEIVERD)
by within named "Promoter")
DADAMIYA INFRASTRUCTURE LLP)
by the hands of its Authorized Signatory)
Mr. Moinuddin Shahid Shaikh)

in the presence of:

- 1.
- 2.

SIGNED AND DELEIVERD)
by within named "Allottee/s")
[•])
[•])

in the presence of:

- 1.
- 2.

: RECEIPT :

RECEIVED of and from within named, the Allottee/s, [●] a sum of Rs. [●]/- (Rupees [●] Only) being the part consideration amount mentioned in clause 1(a) of this Agreement.

Date	Instrument No.	Bank	Branch	Amount
TOTAL				

WE SAY RECEIVED

For Dadamiya Infrastructure LLP

Authorised Signatory.

ANNEXURE - A

(Authenticated copies of Certificate of Title issued by the attorney at law or
advocate of the Promoter)

ANNEXURE -B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or
any other revenue record showing nature of the title of the Vendor/Lessor/Original
Owner/Promoter to the project land).

ANNEXURE - C-1

(Authenticated copies of the plans of the Layout as approved by the concerned
Local Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Promoter and
according to which the construction of the Buildings and open spaces are proposed
to be provided for on the said project)

ANNEXURE - D

(Authenticated copies of the plans and specifications of the Unit agreed to be
purchased by the Allottee/s as approved by the concerned local authority)

ANNEXURE - E

(Specification and amenities for the Unit),

ANNEXURE - F

(Authenticated copy of the Registration Certificate of the Project granted by the Real
Estate Regulatory Authority)



BRIHANMUMBAI MUNICIPAL CORPORATION

HYDRAULIC ENGINEER'S DEPARTMENT Remark Issued u/n HE/003933/2024/L/ES

Dated : 19 Feb 2024

Office of the :

Office of Ex. Eng.(P & R) 'B' Ward Office,
3rd Floor, Near J J Hospital, Babula Tank
Cross Road, Mumbai-400009.

To,

Shri. Sana N Malik Shaikh
Dadamiya Infrastructure LLP,
F-53, Kohinoor City Mall,
Kirod Road, Off. L.B.S. Marg,
Kurla (West), Mumbai - 400070.

CC,

Dadamiya Infrastructure LLP
F-53, Kohinoor City Mall,
Kirod Road, Off. L.B.S. Marg,
Kurla (W), Mumbai

Subject : Hydraulic Engineer's Department Remark for proposed building on Plot bearing CTS / CS Number 834 ,835 ,836 A ,836 B of Village / Division KURLA - 2 at Eastern Suburb, L Ward, Mumbai.

Reference : 1) Your online application - Application Number P-9994/2022/(834 And Other)/L Ward/KURLA - 2-HE/1/New dated 19 Feb 2024
2) Scrutiny fee receipt Number 19/2/2024/19347

As per the data furnished by Architect / Consultant / LS / LP the proposed building under reference is a Residential. Total water requirement of the building works out to 11745 lpd for residential purpose, 405 lpd for commercial purpose and 135 lpd for other purpose.

It is to inform that, Hydraulic Engineer's Remark for the proposed Individual building under reference are as follows :-

1. Water supply for the Residential_CoHsg building will be made available as per prevailing norms, on submission of occupation certificate.
2. If borewell is to be dug on site an Register Under Taking from Architect / Consultant / LS / LP to be submitted for proposed location of borewell with latitude and longitude of borewell.
3. Physically separate underground and overhead water storage tanks of adequate capacities for domestic and flushing purpose shall be provided. Capacity of underground water storage tank shall be obtained from consultant. Underground suction tank shall be located as close as possible to the existing water main in Municipal Road and the same shall not be in 1.5 M vicinity of drainage / Sewer line / Manhole / Inspection Chamber and shall be at minimum distance of 6.00 mt from proposed STP. Top of manhole shall be maintained at about 60 cm above adjacent ground / floor level and minimum head clearance of 1.20 M shall be maintained for inspection and cleaning of tanks.
4. The internal water distribution system within building shall be provided by hydro-pneumatic system. The design for same shall be obtained from consultant and shall be self certified.
5. Adequate precaution shall be taken while designing and execution of the structural members continuously in contact, with chlorinated Municipal water in the suction tank, located in the basement / stilt of the building. As suction tank is located within the building line, adequate care shall be taken to avoid contamination and adequate arrangements shall be made to drain out the overflow water.
6. Automatic level control sensors system & Ball Cock arrangement shall be provided in overhead & underground water storage tanks to avoid overflow from tanks.
7. Water conservation devices such as dual flushing cisterns (ISI marked) / dual flush valves for W.C.'s and sensor operated taps for wash basins & urinals, shall be installed in the building.

Above Remark are issued as per data furnished by Architect / Consultant / LS / LP while amendment in building plans, if water demand of the building exceeds above 10% to the above water demand, then this Remark shall be treated as cancelled and fresh Remark shall have to be obtained by providing revised data.

Notes:

1. The above remarks are system generated based on the input data submitted by Architect / Consultant / L.S. / L.P. 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.