

2023

RERA AFS - SIESTA

THE PRESTIGE CITY

"SIESTA WING [B]"

AGREEMENT FOR SALE

DATED THIS 03rd DAY OF November, 2023

BETWEEN

PRESTIGE MULUND REALTY PRIVATE LIMITED

("DEVELOPER")

AND

Mr. Nirav Bharat Turakhia

("ALLOTTEE/S")



NT

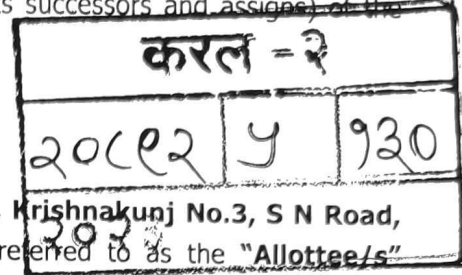
AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** ("Agreement") is made and executed at Mumbai on this 03rd day of November in the year Two Thousand and Twenty Three

BETWEEN

PRESTIGE MULUND REALTY PRIVATE LIMITED (formerly known as Ariisto Developers Private Limited), a company incorporated under the provisions of Companies Act, 1956 and deemed to be in existence under Companies Act, 2013 and having its registered office at Units 1005/02,10th Floor, Godrej BKC, Plot No C-68, G-Block, Bandra Kurla Complex, Bandra East, Mumbai-400051, hereinafter referred to as the "**Developer**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assignee) of the **ONE PART;**

AND



Mr. Nirav Bharat Turakhia, residing / having address at **201, Krishnakunj No.3, S N Road, Tambe Nagar, Mulund(W), Mumbai-400080**, 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 their 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 their heirs, executors, administrators and permitted assigns of the last survivor/s of them, and 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 their permitted assigns) of the **OTHER PART:**

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

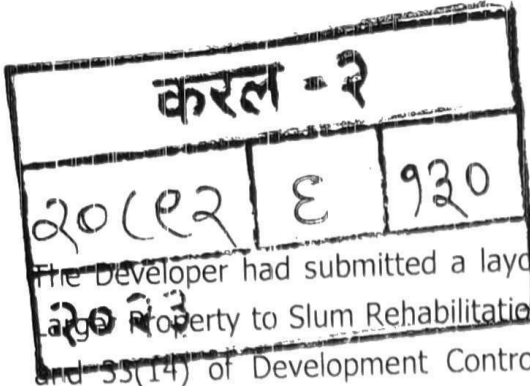


WHEREAS:

- A. Avdhut Properties Private Limited ("**APPL**") is the owner of all those pieces and parcels of land bearing C.T.S. Nos. 19/1, 19/2, 19/3, 19/4, 19/5, 19/6, 19/7, 19/8, 19/9, 19/10, 19/11, 19/12, 19/13 corresponding to Survey No. 244 Hissa No. 1A, Survey No. 244 Hissa No. 1B, Survey No. 245 Hissa No. 1A, Survey No. 245 Hissa No. 1B, Survey No. 252 Hissa No. 2B, Survey No. 250 (part), Survey No. 251 Hissa No. 1A and Survey No. 251 Hissa No. 1B in aggregate admeasuring 1,32,383.20 square metres or thereabouts of Village Mulund, Taluka Kurla, in the registration district and sub district of Mumbai Suburban, more particularly described in the **First Schedule** hereunder written and demarcated in red colour boundary lines on the plan annexed and marked as **Annexure "A"** hereto (hereinafter referred to as "**Larger Property**") and the Developer is seized and possessed of and is well and sufficiently entitled to leasehold rights in respect of the Larger Property.
- B. By a notification dated August 30, 1977, published in Government Gazette of State of Maharashtra on September 15, 1977, 3 (three) pockets of land forming part of the Larger Property are declared as Slum under Section 4 of Maharashtra Slum (Improvement, Clearance and Redevelopment Act), 1977 ("**Slum Act**").

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C. The Developer had submitted a layout plan for the construction and development of the Larger Property to Slum Rehabilitation Authority ("SRA") under aegis of Regulation 33(10) and 33(14) of Development Control Regulation for Greater Mumbai 1991 and as per Applicable Law. By and under a letter bearing no. SRA/DDTP/548/T/PL/Layout dated October 25, 2017, SRA had sanctioned the layout plan of the Larger Property ("Earlier Sanctioned Layout Plan") as submitted by the Developer. The Developer had commenced the construction and development of the Larger Property as per the Earlier Sanctioned Layout Plan.

D. The Developer is in process of acquiring certain land parcels adjoining the Larger Property ("Future Development Land") for development thereof along with the Larger Property.

E. The Developer proposes to develop the Larger Property and Future Development Land as a larger layout to be known as "The Prestige City" by constructing various real estate projects thereon in a phase wise manner as the Developer may deem fit and proper.

F. Pursuant to an application filed under Section 7 of the Insolvency and Bankruptcy Code, 2016 and the rules framed thereunder ("IBC"), one of the financial creditors of the Developer (then known as Ariisto Developers Private Limited) had initiated Corporate Insolvency Resolution Proceedings against the Developer which came to be admitted by an order dated November 20, 2018 passed by the Hon'ble National Company Law Tribunal, Mumbai Bench ("NCLT"). Thereafter, in accordance with the process framed under IBC, the Committee of Creditors ("COC") came to be formed and the Resolution Professional ("RP") came to be appointed. Thereafter, resolution plans were submitted by various resolution applicants, which were evaluated by the RP and presented before the COC for its consideration. The COC at its meeting held on November 13, 2020, after considering the various resolution plans, approved the resolution plan submitted by Prestige Estates Projects Limited ("PEPL") in accordance with the process set out in IBC. The NCLT after considering the Resolution Plan as approved by the COC and other affidavits filed by PEPL, sanctioned the Resolution Plan submitted by PEPL vide its order dated March 23, 2021. Thereafter, PEPL has undertaken necessary steps for implementation of the Resolution Plan and has acquired the shareholding and management of the Developer. Thus, presently the Developer is completely controlled and managed by PEPL and name of the Developer is now changed to Prestige Mulund Realty Private Limited.



The Developer has amended the Earlier Sanctioned Layout Plan for the development and construction of the Larger Property under aegis of Regulations 30 read with 17, 33 (10), 33 (11) and 33 (19) of the Development Control and Promotion Regulation, 2034 ("DCPR 2034"). By and under a letter bearing no. SRA/DDTP/548/T/PL/Layout dated March 24, 2022, SRA has sanctioned the amended layout plan of the Larger Property ("Amended Layout Plan").

H. As per the Amended Layout Plan, the Larger Property comprises of the following:

- (i) Primary/Secondary School on a portion of the Larger Property bearing C.T.S. No. 19/7(pt);
- (ii) Playground on portion of the Larger Property bearing C.T.S. No. 19/ 10(pt);
- (iii) 1 (one) Existing School on portion of the Larger Property bearing C.T.S. No. 19/10A;
- (iv) 1 (one) Playground on portion of the Larger Property bearing C.T.S. No. 19/ 12;

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(ix) The total FSI of 1,97,940.94 square meters is required for development of Bellanza and Siesta on the Siesta and Bellanza Land and accordingly, SRA has sanctioned FSI of 1,97,940.94 square meters and the same is generated from the Larger Property; and

(x) The Developer may amalgamate the entire Siesta and Bellanza Land in the revenue records and survey records, subdivide the same from Larger Property and thereafter amalgamate and obtain a single property register card in respect of such amalgamated land as the Developer may deem fit and proper.

V. The principal and material aspect of the development of the Project as disclosed by the Developer and understood and agreeable to the Allottee/s are as under:

(i) The Developer shall construct the said Building comprises of 2 (two) wings viz "Wing A" and "Wing B". The said Building is earmarked on the plan annexed and marked as Annexure "A" hereto;

(ii) The said Building will have 1 Basement +Ground/Stilt + 9 Podiums + 2 Amenity Levels+ 1 Service Floor + 13th to 54th upper floors (including 6 Refuge floors + 2 Fire Check Floor).

(iii) The total FSI of 42,290.75 square meters is required for development of the said Building and accordingly, SRA has sanctioned FSI of 42,290.75 square meters and the same is generated from the Larger Property

(iv) The Common Area and Amenities of Siesta that may be used by the Allottee/s in common with other allottees/occupants in the Project on a non-exclusive basis are listed in Annexure "G" annexed hereto;

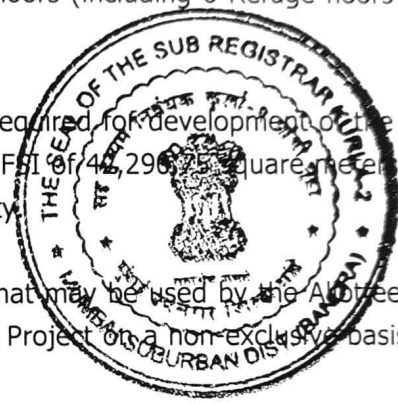
(v) The Developer shall provide the Developer Specification as set out in **Annexure "H"** annexed hereto ("**Developer Specifications**");

(vi) The Allottee/s and other allottees and occupants of the said Building shall not be entitled to use and enjoy common area and amenities that may be provided by the Developer to the allottees and occupants of Bellanza; and

(vii) The details of formation of the Organisation (as defined below) and conveyance of the said Building in favour of the Organisation is more particularly specified in Clause 12 below.

W. The Developer has entered into a prescribed agreement with an Architect, registered with the council of Architects and also appointed Structural Engineers for preparing structural designs, drawings and specifications of the Project and the Allottee/s accept(s) the professional supervision of the Architect and the Structural Engineers (or any replacements / substitutes thereof) till completion of the Project.

X. The Developer through its Architects has submitted the building plans in respect of the said Building to SRA for sanction thereof and the requisite Intimation of Approval bearing no. SRA/DDTP/0524/T/PL/AP dated 21.11.2022 ("IOA") and Commencement Certificate bearing no. SRA/DDTP/0524/T/PL/AP dated 21.11.2022 ("CC") in respect of the said Building has been issued by SRA. Hereto collectively and marked as Annexure "I" is copy of IOA and CC.



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any harm, injury, loss, damage, or inconvenience suffered by, and/or caused to, any person/s, or property, due to, or related to, or caused by, or in the course of the use, or entry into the Flat, and/or the access to any part of the Project; and

24.1.3 for the security, safekeeping and insurance, of the Project, or any part thereof, and/or any person/s therein, and/or of the contents and possessions thereof.

THE FIRST SCHEDULE ABOVE REFERRED TO

(description of the Larger Property)

All those pieces and parcels of land bearing C.T.S. Nos. 19/1, 19/2, 19/3, 19/4, 19/5, 19/6, 19/7, 19/8, 19/9, 19/10, 19/11, 19/12, 19/13 corresponding to Survey No. 244 Hissa No. 1A, Survey No. 244 Hissa No. 1B, Survey No. 245 Hissa No. 1A, Survey No. 245 Hissa No. 1B, Survey No. 252 Hissa No. 2B, Survey No. 250 (part), Survey No. 251 Hissa No. 1A and Survey No. 251 Hissa No. 1B in aggregate admeasuring 1,32,383.20 square metres or thereabouts of Village Mulund, Taluka Kurla, in the registration district and sub district of Mumbai Suburban.

THE SECOND SCHEDULE ABOVE REFERRED TO

(description of the Siesta and Bellanza Land)

All that piece and parcel of land bearing C.T.S. No. 19/6(pt) admeasuring 7,250 square metres or thereabouts and land bearing CTS No. 19/5(pt) admeasuring 26,346.07 square metres or thereabouts, thus aggregating to 33,596.07 square metres or thereabouts of Village Mulund, Taluka Kurla, in the registration district and sub district of Mumbai Suburban forming part of the Larger Property described in First Schedule above and bounded as follows:-

- On or towards the north : 13.40 mtr wide road and CTS no. 19/3
- On or towards the south : partly by 13.40 mtrs wide road and partly CTS No. 19/6(pt)
- On or towards the east : partly by 27.45 mtr wide DP Road and partly by CTS No. 19/6(pt)
- On or towards the west : 13.40 mtr wide road



THE THIRD SCHEDULE ABOVE REFERRED TO

(description of the said Land)

All that piece and parcel of land bearing C.T.S. No. 19/6(pt) admeasuring 7,250 square metres or thereabouts of Village Mulund, Taluka Kurla, in the registration district and sub district of Mumbai Suburban forming part of the Siesta Project Land and bounded as follows:-

- On or towards the north : partly by 13.40 road and partly by CTS No. 19/5(pt);
- On or towards the south : 13.40 mtr wide road;
- On or towards the east : CTS No. 19/6(pt)
- On or towards the west : 13.40 mtr wide road

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THE FOURTH SCHEDULE HEREINABOVE REFERRED TO
(meaning and definitions of certain terms and expressions)

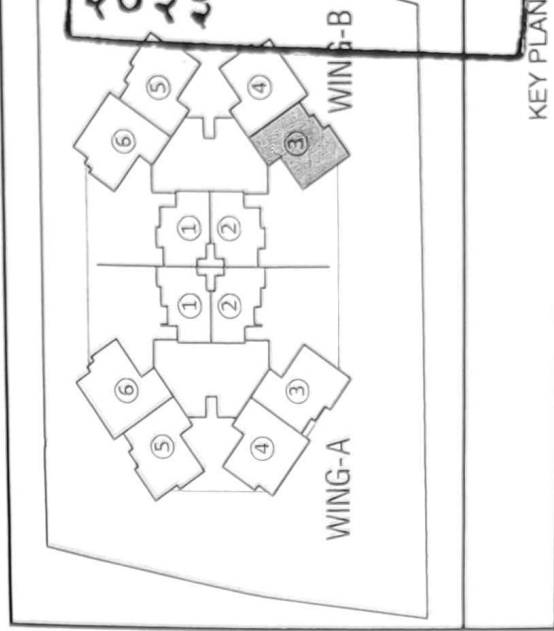
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Sr. No.	Terms used in Agreement	Descriptions
1.	Flat Number	B-2303
2.	Floor	23rd
3.	Wing	Siesta Wing "B"
4.	Carpet Area (as per RERA)	88.07 square metres equivalent to 948 square feet
5.	Exclusive Area (Balcony / Deck / Flower Bed / Dry Balcony Area etc.)	(i) Aggregate area admeasuring 38.93 square metres equivalent to 419 square feet comprising of balcony and deck / flower bed / dry balcony etc.
6.	Car Parking Spaces	1(One) spaces
7.	Total Consideration	Rs. 2,62,02,910/- (Rupees Two Crores Sixty Two Lakhs Two Thousand Nine Hundred Ten Only)
8.	Possession Date	30th June 2025
9.	Designated Account	Account Holder: Prestige Mulund Realty Pvt Ltd-The Prestige City Mulund-Siesta Collection A/C Bank and Branch: Kotak Mahindra Bank & Lavelle Road, Bangalore Account Number: 7745099405
10.	Permanent Account Number	PAN of Developer: AAOCA9048H PAN of Allottee/s: ACCPT5057E



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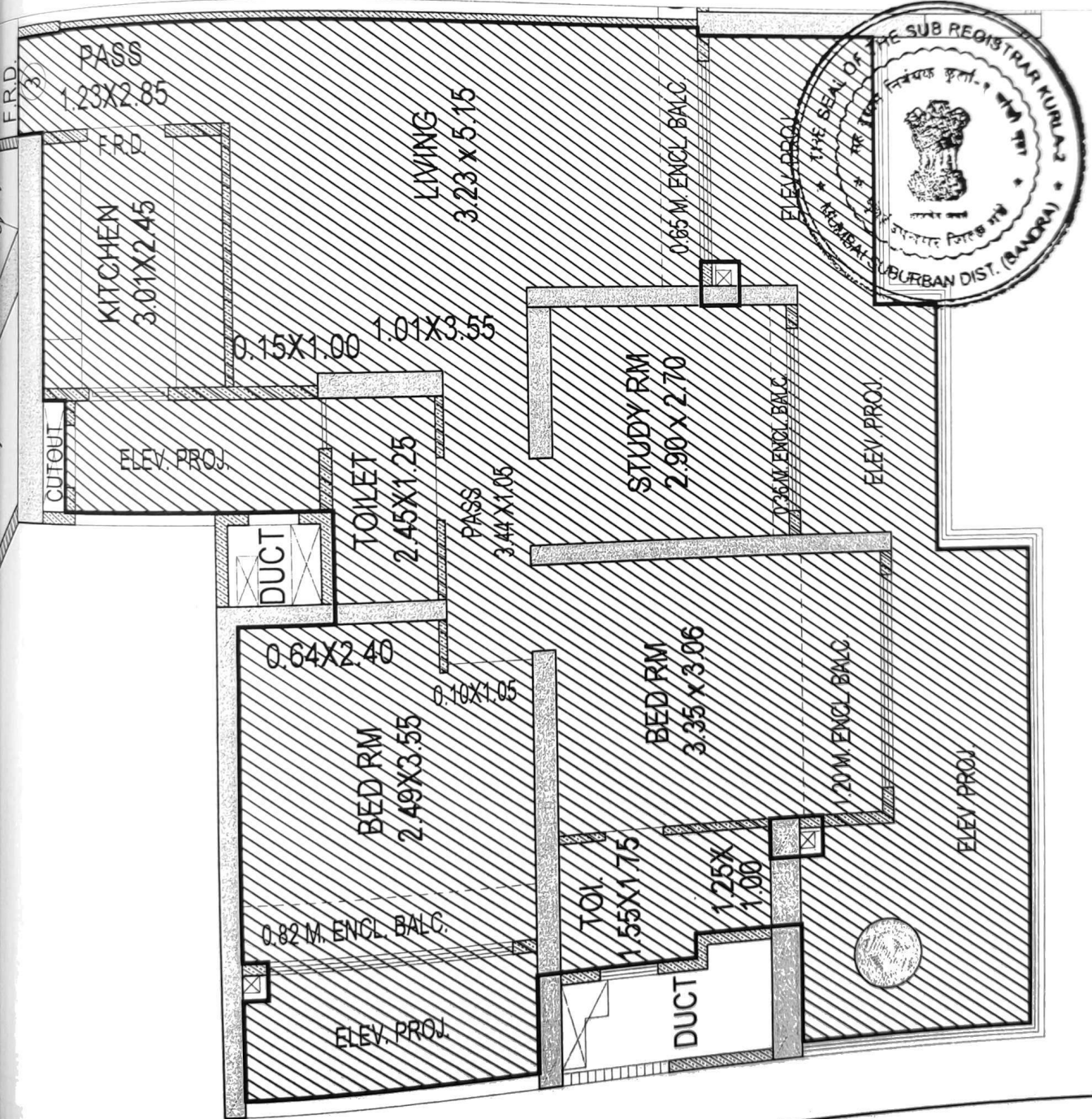
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Prestige Mulund Realty Private Limited

Arav
Authorized Signatory

Arav. B. Turakhia



SIESTA | WING-B | PROFILE-1 | 1303,1503,1703,1903,2309,2503,2703,2903,3103,3303,3603,3803,4003,4403,4603,4803,5003

Annexure - "B"



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Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :
P51800005285

Project: **SIESTA**, Plot Bearing / CTS / Survey / Final Plot No.: **CTS NO 19/6 PART OF VILLAGE MULUND TAL KURLA MUMBAI SUBURBAN DISTRICT, SWAPNA NAGARI, MULUND WEST Andheri, Andheri, Mumbai Suburban, 400069;**

1. **Ariisto Developers Private Limited** having its registered office / principal place of business at Tehsil: **Andheri**, District: **Mumbai Suburban**, Pin: **400069**.

2. This registration is granted subject to the following conditions, namely:-

- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

OR

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

- The Registration shall be valid for a period commencing from **11/08/2017** and ending with **30/12/2023** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

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



Signature valid
Digitally Signed by
Dr. Vaasan Premanand Prabhu
(Secretary, MahaRERA)
Date: 09-09-2021 15:34:22

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

Dated: 09/09/2021
Place: Mumbai



SLUM REHABILITATION AUTHORITY

Administrative Building, Anant Kanekar Marg, Bandra (East), Mumbai - 400 051
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")

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23 JAN 2014	

No. SRA/DDTP/0524/T/PL/AP
COMMENCEMENT CERTIFICATE

SALE BLDG. NO. 4

TO,
M/s. Ariisto Developers,
43/11, Tamarind Lane,
Rajabhadur Bldg. Fort,
Mumbai-400 001.

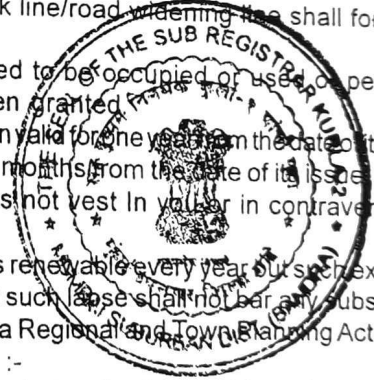
Sir,
With reference to your application No. 2336 dated - for Development Permission and grant of Commencement Certificate under section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. -

C.T.S. No. 19/2, 19/3(pt.), 19/4, 19/5(pt.), 19/6, 19/8(pt.), 19/10
& 19/11

of village Mulund T.P.S. No. 11
ward 'T' Situated at Taluka Kurla, Mumbai.

The Commencement Certificate/Building Permit is granted subject to compliance of mentioned in LOI
U/R No. SRA/DDTP/0089/T/PL/LOI dt. 30/04/2011
IDA U/R No. SRA/DDTP/0524/T/PL/AP dt. 20/08/2011
and on following conditions.

- The land vacated in consequence of endorsement of the setback line/road widening shall form part of the Public Street.
- That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.
- The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of its issue.
- This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal Zone Management plan.
- If construction is not commenced this Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
- This Certificate is liable to be revoked by the C.E.O. (SRA) if :-
 - 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.
 - Any of the condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.
 - The C.E.O. (SRA) 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 and 45 of the Maharashtra Regional and Town Planning Act, 1966.
- 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.



SHRI P.B. BANDGAR

The C.E.O. (SRA) has appointed Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C. is granted for work up to plinth level i.e. upto the top slab of
basement.

For and on behalf of Local Authority
The Slum Rehabilitation Authority
Executive Engineer (SRA) (E.S.)
FOR
CHIEF EXECUTIVE OFFICER
(SLUM REHABILITATION AUTHORITY)

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SRA/DDTP/0524/T/PL/AP (12 DEC 2014)

This C.C is further extended up to full height i.e up to top of 54th floor + top OWT & LMR free sale Hdg No-4 as per approved plans dt 20/08/2011

(Signature)
Executive Engineer
Slum Rehabilitation Authority

SRA/DDTP/0524/T/PL/AP

~~This C.C is re-endorsed as per approved~~

SRA/DDTP/0524/T/PL/AP

21 NOV 2022

This full C.C is re-endorsed as per approved amended plans dated 21/11/2022.



(Signature)
Executive Engineer
Slum Rehabilitation Authority



07/11/2023

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 2

दस्त क्रमांक : 20892/2023

नोंदणी :

Regn.63m

गावाचे नाव : मुलुंड

(1) विलेखाचा प्रकार	करारनामा	
(2) मोबदला	26202910	
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	26112828.005	
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)		1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : इतर माहिती: सदनिका क्र. बी -2303,23 वा मजला, बी - विंग, सीएस्टा बिल्डिंग, योगी हिल्स, विना नगर, ऑफ एल बी एस मार्ग, मुलुंड - पश्चिम, मुंबई - 400080. सदनिकेचे क्षेत्र 948 चौ फुट कारपेट व बाल्कनी क्षेत्र 419 चौ.फुट कारपेट एकूण क्षेत्र 1367 चौ.फुट कारपेट रेटा प्रमाणे. सोबत 1 कारपार्किंग स्पेस, व्हिलेज मुलुंड पश्चिम व इतर माहिती व मिळकतीचे वर्णन दस्तात नमुद केल्याप्रमाणे. ((C.T.S. Number : 19/6(pt) ;))
(5) क्षेत्रफळ		1) 139.75 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.		
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.		1): नाव:-प्रेस्टिज मुलुंड रियल्टी प्रायव्हेट लिमिटेड चे पूर्वीचे नाव अॅरीस्टो डेव्हलपर्स प्रायव्हेट लिमिटेड चे ऑथोसिग्रेटरी साईनाथ राजन नायर तर्फे मुखत्यार सुरज राजेश सवादेकर वय:-28; पत्ता:-प्लॉट नं: युनिट्स नं. 1005/02, माळा नं: 10 वा मजला, इमारतीचे नाव: गोदरेज बीकेसी, ब्लॉक नं: प्लॉट नं सी-68, जी-ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, रोड नं: बांद्रा पूर्व मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400051 पॅन नं:-AAOCA9048H
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता		1): नाव:-निरव भरत तुरखिया - - वय:-41; पत्ता:-प्लॉट नं: 201, माळा नं: -, इमारतीचे नाव: कृष्णकुंज नं. 3, ब्लॉक नं: तांबेनगर, मुलुंड पश्चिम, मुंबई, रोड नं: एस एन रोड, महाराष्ट्र, MUMBAI. पिन कोड:-400080 पॅन नं:-ACCPT5057E
(9) दस्तऐवज करून दिल्याचा दिनांक	03/11/2023	
(10) दस्त नोंदणी केल्याचा दिनांक	03/11/2023	
(11) अनुक्रमांक, खंड व पृष्ठ	20892/2023	
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	1572200.	
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000	
(14) शेरा		



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.


सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण
दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे.
या व्यवहाराचे विवरण पत्र ई-मेल द्वारे बृहन्मुंबई महानगरपालिकेस पाठविणेत आलेला आहे.
आता हे दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily

It is necessary to update Relevant records of Property/ Property tax after registration of document.

Details of this transaction have been forwarded by Email (dated 03/11/2023) toMunicipal Corporation of Greater Mumbai.

No need to spend your valuable time and energy to submit this documents in person.


सह दुय्यम निबंधक: कुर्ला-२
मुंबई उपनगर जिल्हा