

THIS AGREEMENT is made at Mumbai this 3rd day of Aug., 2019

V.M-Shah

BETWEEN

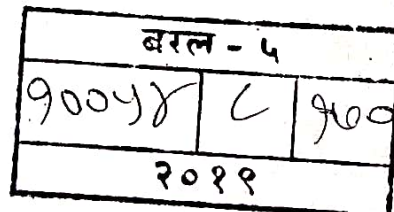
(1) PRATHAMESH SURESHCHANDRA BHATT, (2) UMESH JITENDRA PRASAD VYAS, (3) DEVANG SURESHCHANDRA BHATT, (4) JAI MAHESHCHANDRA BHATT, and (5) BHUSHAN PARIMAL BHATT, all of Mumbai, Indian inhabitants, residing at Bhatwadi, Jambli Galli, Borivali (West), Mumbai – 400 092, hereinafter collectively referred to as the "Owners" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators) of the First Part

AND

M/S. FORTUNE CONSTRUCTIONS, a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having its principal place of business at Narayan Mansion, 166A, Dr. Ambedkar Road, Dadar (East), Mumbai – 400 014, hereinafter referred to as the "Developer" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being of the said firm, the survivor or survivors of them, and the heirs, executors and administrator of the last surviving partner, and their assigns) of the Second Part

AND

HERANBA INDUSTRIES LIMITED, a company registered under the provisions of the Companies Act, 1956, THROUGH ITS DIRECTOR Mr. RAGHURAM K. SHETTY having its registered office at Plot no. 1504/1505/1506, Phase – III, GIDC, Vapi, dist – Valsad, pin code 396195, Gujarat. and its Head Office at 101/102, Kanchanganga, Factory Lane, Borivali (W), Mumbai – 400 092, hereinafter referred to as the "Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors & permitted assigns) of the Third Part



WHEREAS:

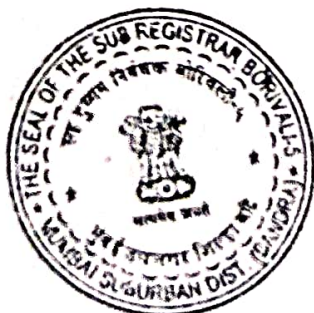
- (i) Prior to 7th November 1935, one Ramkuwar Laxmidas Bhatt was the owner *inter alia* of all that piece or parcel of land bearing Final Plot No.75 (originally bearing Final Plot No.80) of TPS No. III Borivali and bearing CTS No. 104A of Village Borivali admeasuring 3980.90 square meters, and situate, lying and being at Bhattwadi, Jambli Galli, Borivali (West), Mumbai-400 092 (and more particularly described in the First Schedule hereunder written and shown on the Plan thereof annexed hereto and marked Annexure-1 and thereon shown surrounded by red-colour boundary line and hereinafter referred to as "the Larger Land"), together with the structures standing thereon;
- (ii) By and under the Indenture of Gift dated 7th November 1935 executed by and between the said Ramkuwar Laxmidas Bhatt of the one part and her daughter, Lilavati Bhatt of the other part and registered in the Office of the Sub-Registrar of Assurances at Bandra under Serial No.BND/1130 of 1935, the said Ramkuwar Laxmidas Bhatt transferred the LargerLand together with the structures standing thereon, by way of a gift, to the said Lilavati Bhatt, in the manner and upon the terms and conditions mentioned therein;
- (iii) The said Lilavati Laxmidas Bhatt passed away on or about 20th October 1982, having prior thereto made her Last Will and Testament dated 5th June 1974 (hereinafter referred to as "Lilavati's Will"), where under she *inter alia* appointed Sureshchandra Dahyabhai Bhatt as sole executor of Lilavati's Will;
- (iv) Under Lilavati's Will, the said Lilavati Laxmidas Bhatt bequeathed all her immovable and movable properties (including the LargerLand and the structures standing thereon) in favour of Sureshchandra Dahyabhai Bhatt, Maheshchandra Dahyabhai Bhatt and Usha Sureshchandra Bhatt, to be held by them as the (first) trustees of the trust created by her thereunder with the name "Mrs. Lilavati Laxmidas Family Trust" (hereinafter referred to as "the Trust"), for the benefit of the sons of –
- (a) the said Sureshchandra Dahyabhai Bhatt(his sons being Owner No.1 i.e. the said Prathamesh Sureshchandra Bhatt, Owner No.2 i.e. the said Umesh Jitendra Prasad Vyas and Owner No.3 i.e. the said Devang Sureshchandra Bhatt),
- (b) the said Maheshchandra Dahyabhai Bhatt (his son being Owner No.4 i.e. the said Jai Maheshchandra Bhatt), and
- (c) Parimal Dahyabhai Bhatt (his son being Owner No.5 i.e. the said Bhushan Parimal Bhatt),

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in equal share, with the Trust to come to an end on the last of the beneficiaries attaining the age of 18 years, whereupon the estate was to be distributed to the said beneficiaries in the manner specified therein;

- (v) The said existing structures comprised residential chawls, occupied partly by the Owners and their family members and various third persons who occupied the same on monthly tenancy basis (hereinafter collectively referred to as "the Existing Buildings"), and a private temple dedicated to Lord Shiva for private worship by the Owners and their families (and shown in purple colour wash on the said Plan of the Larger Land annexed hereto as Annexure-1 and hereinafter referred to as "the Temple");
- (vi) The said Sureshchandra Dahyabhai Bhatt passed away on 28th February 1985, and the said Maheshchandra Dahyabhai Bhatt passed away on 2nd March 1985;
- (vii) In the circumstances and by and under the Indenture dated 23rd May 1988 executed by and between the said Usha Sureshchandra Bhatt of the one part and Mita Maheshchandra Bhatt and Mishrilal Jungarlal Oza of the other part, the said Usha Sureshchandra Bhatt, in her capacity as the sole surviving trustee of the Trust, *inter alia* appointed the Mita Maheshchandra Bhatt and Mishrilal Jhungarlal Oza as trustees of the Trust;
- (viii) Thereafter by diverse mesne acts and assurances in the law and ultimately by and under the Development Agreement dated 10th May 2007 executed by and between the said Usha Sureshchandra Bhatt, Mita Maheshchandra Bhatt and Mishrilal Jhungarlal Oza (in their capacity as the trustees the Trust) of the first part, and the Owners (as confirming parties thereto) of the second part, and the Developer of the third part, and registered in the Office of the Joint Sub-Registrar of Assurances at Borivali No.3 under Serial No. BDR-5/3713 of 2007 (hereinafter referred to as "the Development Agreement"), the said Usha Sureshchandra Bhatt and Ors. (in their said capacity as the trustees the Trust), with the consent and confirmation of the Owners, granted the development rights in respect of the Larger Land and the Existing Buildings, in favour of the Developer in the manner and for the consideration, and upon the terms and conditions mentioned therein;
- (ix) In the meantime upon the application made by the Owner No.1 (i.e. the said Prathamesh Sureshchandra Bhatt) and the Owner No.3 (i.e. the said Devang Sureshchandra Bhatt) in that regard, the Hon'ble Bombay High Court by its order dated 29th February 2012 passed in T. & I. J Petition No. 1070 of 2010, granted Letters of Administration (with a copy of Lilavati's Will annexed) to them;



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- (x) Pursuant thereto and by and under the Deed of Transfer dated 21st October 2013 executed by and between Owner No.1 and Owner No.3 (in their said capacity as the administrators of the estate of the late Lilavati Laxmidas Bhatt) of the first part, the said Usha Sureshchandra Bhatt, Mita Maheshchandra Bhatt and Mishrilal Jhungarlal Oza (in their said capacity as the trustees the Trust) of the second part and the Owners of the third part and registered in the Office of the Joint Sub-Registrar of Assurances at Borivali No.7 under Serial No. BRL-7/8604 of 2013, the Owner No.1 and Owner No.3 (in their said capacity as the administrators of the estate of the late Lilavati Laxmidas Bhatt) and the said Usha Sureshchandra Bhatt, Mita Maheshchandra Bhatt and Mishrilal Jhungarlal Oza (in their said capacity as the trustees the Trust), formally conveyed and transferred the Larger Land, the Existing Building and the Temple in favour of the Owners absolutely, in equal share, pursuant to the directions contained in Lilavati's Will (albeit subject to the development rights granted to the Developer as aforesaid), in the manner and upon the terms and conditions mentioned therein;
- (xi) Thereafter by under the Supplemental Agreement dated 5th December 2013 executed by and between the Owners of first part, the said Usha Sureshchandra Bhatt, Mita Maheshchandra Bhatt and Mishrilal Jhungarlal Oza, (as confirming parties thereto) of the second part and the Developers of the third part and registered in the Office of the Joint Sub-Registrar of Assurances at Borivali No.5 under Serial No. BRL-5/10033 of 2013 (hereinafter referred to as "the Supplemental Agreement"), certain terms and conditions of the Development Agreement were modified as more particularly set out therein;
- (xii) Simultaneously therewith, and by the Power of Attorney dated 5th December 2013 executed by the Owners and registered in the Office of the Joint Sub-Registrar of Assurances at Borivali No.5 under Serial No. BRL-5/10034 of 2013, the Owners have *inter alia* authorized Suketu H. Trivedi (being one of the partners of the Developer) to do all acts, deeds, matters and things in respect of the development of the Larger Land;
- (xiii) In the circumstances, the Developer is entitled to develop the Larger Land and the Existing Buildings standing thereon;

बरेल There was a road-set back affecting a portion of the Larger Property, and pursuant to the same, the set-back area admeasuring 91 square metres has been handed over to the MCGM, and pursuant thereto and upon the application made by the Owners in that regard, the said road set-back area admeasuring 91 square metres

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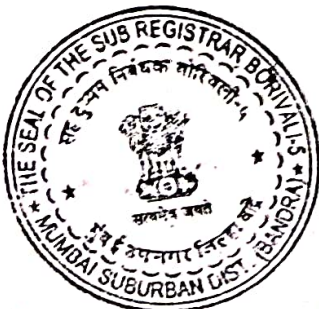
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has been formally sub-divided from the Larger Land and now bears Final Plot No.75B, and the remaining portion of the Larger Land admeasuring 3229.50 square metres now bears Final Plot No.75A (and is more particularly described in the Second Schedule hereunder written and shown on the Plan thereof annexed hereto and marked Annexure-2 and thereon shown surrounded by red-colour boundary line and hereinafter referred to as "the said Land");

- (xv) The Developer has commenced the redevelopment of the said Land and the Existing Buildings, and the construction of a new building comprising of the Rehab Building (as defined below) and the said Building (as defined below) in a phase-wise manner, and in the first phase the Developer has demolished the Existing Buildings and has constructed two wings viz. Wings C and D each consisting of the common basement, and stilts and 7 upper floors, on the rear portion of the said Land (and shown in pink colour wash on the Plan of the said Land annexed hereto as Annexure-1 and hereinafter referred to as "the Rehab Building") and has handed-over the flats therein to all the erstwhile tenants of the Existing Buildings, as and by way of permanent alternate accommodation on what is popularly known as 'ownership basis', after obtaining the Occupation Certificate bearing No.CHE/A-3764-BP(WS)/AR dated 10th May 2010 in respect thereof, save and except for one tenant (details of whom are more particularly set out in clause 10.10 (b) below).
- (xvi) The Developer now proposes to construct three wings viz. Wing A abutting Jambii Galli consisting of the common basement, ground floor for Shops + 1st to 2nd floor for commercial offices + 3rd floor for parking + 4th to 21st residential upper floors (hereinafter referred to as "the A-Wing"), and Wing B consisting of the common basement, ground floor for (part) stilt+ (part) Services and 10 residential upper floors (and hereinafter referred to as "the B-Wing"); and F-Wing consisting of Ground + 7 upper floors either as an independent wing or as an extension of the Wing E (existing temple area), depending upon planning and/or design exigencies, at the discretion of the Developer (hereinafter for the sake of convenience referred to as "the F-Wing").
- (The A-Wing, the B-Wing and the F-Wing are hereinafter collectively referred to as "the said Building")
- (xvii) The said Building constructed/to be constructed on the said Land shall be known as "Fortune Avirahi", whereas the Rehab Building is known as "Om Fortune";



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(xvii) The Developer has appointed M/s. Tee Arch as architects and Jay Shree Krishna Consulting Engineer as Structural Engineers for the preparation of the structural designs and drawings of the said Building and the Developer accepts the professional supervision of the architect and the structural engineers.

(xix) Subject to what is mentioned in recital (xxi) and clause 1.5 below, the Developer has got the plans, specifications, elevations, sections and other details of the said Building duly approved and sanctioned from the Municipal Corporation of Greater Mumbai (hereinafter referred to as "the MCGM") and has obtained Intimation of Disapproval ("IOD") bearing No.CHE/A-3764/SP(WS)/AR dated 15/12/2005 and Amended IOD dated 28/06/2015 and dated 03/04/2016 and further Amended IOD bearing No. CHE/WS/3764/SP(WS)/AR dated 16/02/2019;

(xx) The MCGM issued the Commencement Certificate bearing No.CHE/A-3764/SP(WS)/AP/AR dated 28th November 2007 ("CC") upto the top of the common basement of the said Building on the terms and conditions set out therein. The MCGM issued its Revised Commencement Certificate bearing No CHE/A-3764/SP(WS)/AR/FOO/S/Amend dated 28/02/2019 and further endorsed on 05/04/2019 upto 7th floor in A-Wing and 3rd (part) floor in the B-Wing on the terms and conditions set out therein and the Developer shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupation Certificate of the said Building;

(xxi) While sanctioning the plans, the MCGM has laid down certain terms, conditions and restrictions which are to be observed and performed by the Developer while developing the said Land and upon due observance and performance of which only the Occupation Certificate in respect of the said Building shall be granted by the MCGM;

(xxii) The Developer has informed the Purchaser that at present, the plans have been sanctioned for 4,678.29 square meters of FSI in respect of the said Building (viz. for the ground floor and 21 upper floors in the A-Wing and for Stilt and 9 upper floors in the B-Wing), and common basement. The balance floors/F-Wing shall be constructed after obtaining sanction for the further floors/F-Wing (hereinafter referred to as "the Proposed Plans");

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The Purchaser has approached the Developer to purchase and the Developer has agreed to sell to the Purchaser, on "ownership" basis, the premises being an office in the A-Wing (and more particularly described

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in the Third Schedule hereunder written and hereinafter referred to as the "Premises") for the total consideration more particularly mentioned in the Fourth Schedule hereunder written (hereinafter referred to as the "Consideration") payable in the manner more particularly set out in the Fifth Schedule hereunder written, and upon the terms and conditions agreed between the Purchaser and the Developer as recorded herein;

- (xxiv) The Developer is entitled and enjoined upon to construct the A-Wing, B-Wing and F-Wing on the said Land in accordance with the recitals hereinabove;

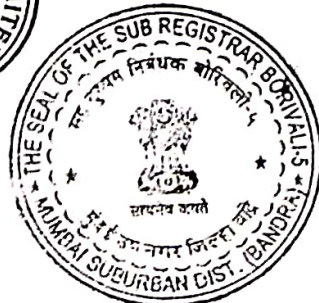
The Owners and the Developer have *inter alia* mutually segregated and demarcated their respective premises (including car parking spaces) in the Building pursuant to which the Premises have, in addition to certain other premises, been allocated to the Developer's share.

- (xxv) Pursuant to the foregoing, the Developer has the sole and exclusive right to sell its said share of the premises in the Building to be constructed by the Developer on the said Land and to enter into agreement/s with the purchasers of such premises therein and to receive and appropriate to itself, the sale consideration in respect thereof;

- (xxvi) On demand from the Purchaser, the Developer has given inspection to the Purchaser of all the documents of title relating to the said Land and the plans, designs and specifications prepared by the Developer's Architects M/s. Tee Archand of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") and the Rules and Regulations made thereunder and the Purchaser is fully satisfied with the title of the Owners in respect of the said Land and the Developer's right to sell and allot the Premises;

- (xxvii) Authenticated copies of (i) the Title Certificate dated 23rd June, 2017 issued by M/s. Mannadiar & Co., Advocates & Solicitors, (ii) the Extract of Property Register Card in respect of the said Land, (iii) the IOD and the CC and (iv) the floor plan in respect of the Premises have been annexed hereto and marked as Annexures-3, 4, 5 (Colly) and 6 respectively;

- (xxviii) The authenticated copy of the plans of the layout as approved by the MCGM has been annexed hereto and marked as Annexure-7.



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PAN No. of the Purchaser
Heranba Industries Limited

AAACH3787Q

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

THE FIRST SCHEDULE REFERRED TO ABOVE

(the Larger Land)

all that piece or parcel of land admeasuring 3,980.90 sq. mtrs. or thereabouts bearing Final Plot No.75 (originally bearing Final Plot No.80) of T.P. Scheme No.III, Borivali and bearing CTS No.104 A, of Village Borivali, situate in the Registration Sub-District of Borivali, District of Mumbai Suburban, and bounded as follows:

On or towards the North : By Jambli Galli,
On or towards the South : By Final Plot No. 73,
On or towards the East : By Final Plot No. 74, and
On or towards the West : By Final Plot No. 82

THE SECOND SCHEDULE REFERRED TO ABOVE

(the said Land)

Portion of the Larger Land admeasuring 3889.90 square metres bearing Final Plot No.75A of TPS No. III Borivali and situate, lying and being at Bhattwadi, Jambli Galli, Borivali (West), Mumbai-400 092

THE THIRD SCHEDULE REFERRED TO ABOVE

(the Premises)

Office No. 205 on the **SECOND** floor in Wing A admeasuring 76.60 sq. mtrs. carpet area (i.e. 824.56 sq. ft. carpet area) in the proposed building to be constructed on the said Land more particularly described in the Second Schedule hereinabove written, along with parking nos. 95, 96 & 97 (puzzle parking).



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THE FOURTH SCHEDULE REFERRED TO ABOVE

(the Consideration)

Consideration Rs. 1,48,23,000/- (Rupees One Crore Forty-eight Lakh Twenty-three Thousand Only) for Flat/Shop No. 205 on the Floor in Wing A having total carpet area admeasuring 76.60 sq. mtre (i.e. 824.50 Sq. ft.).

THE FIFTH SCHEDULE REFERRED TO ABOVE

(the Payment)

- a. Rs. 25,00,000/- (Rupees Twenty-five Lakh only) paid on or before execution of these presents (receipt whereof the Developers hereby admits and acknowledges);
- b. Rs. 50,00,000/- (Rupees Fifty Lakh Only) to be paid within 40 days of executing these presents;
- c. Rs. 50,00,000/- (Rupees Fifty Lakh Only) to be paid upon handing over soft possession of the premises for fit-outs;
- d. Rs. 23,23,000/- (Rupees Twenty-three Lakh Twenty-three Thousand Only), being the balance consideration to be paid on handing over the final Possession after obtaining Occupation Certificate.

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to	Occupation

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THE SEVENTH SCHEDULE REFERRED TO ABOVE*(description of common areas and facilities)*

1. Entrance lobbies
2. Lift lobbies on each floor
3. Staircases
4. Lifts
5. Common passages
6. Podium
7. Basement
8. Overhead terrace
9. Compound
10. Backup generators
11. Common electric meter for common lights.
12. Overhead water tanks located above the top floor level of the building in the which the Premises is situated, means of access thereto
13. Drainage, storm water drain, electric sub-station if constructed, electrical poles, watch-man cabin, underground water tank (with pumping rooms and other pumping arrangement).

SIGNED AND DELIVERED BY THE)
 WITHIN NAMED "OWNERS")
 (1) PRATHAMESH SURESCHANDRABHATT)
 (2) DEVANG SUESCHANDRA BHATT)
 (3) JAI MAHESCHANDRA BHATT)
 (4) BHUSHAN PARIMAL BHATT)
 (5) UMESH JITENDRA PRASAD VYAS)

formerly, Umesh Sureschandra Bhatt

WITHIN NAMED "OWNERS"

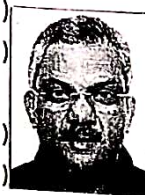
through their P.A.

SUKETU TRIVEDI

(Partner of Fortune Constructions)

in the presence of..

1. *K. B. Parekh*
2. *B. D. Parekh*



For FORTUNE CONSTRUCTION

[Signature]
 Partner



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SIGNED AND DELIVERED BY THE
WITHINNNMED "DEVELOPER"
M/S. FORTUNE CONSTRUCTIONS
by the hands of its Authorized Partners
Mr. BUKETU TRIVEDI



For FORTUNE CONSTRUCTIONS

[Signature]

Partner



Mr. VIRENDRA M BHAN



For FORTUNE CONSTRUCTIONS

[Signature]

Partner



In the presence of

1. *[Signature]*
2. B.D. Pachay

SIGNED AND DELIVERED BY THE
WITHINNNMED "PURCHASERS"
HERANBA INDUSTRIES LIMITED

PAN: AAACH3787Q



For Heranba Industries Limited

THROUGH ITS DIRECTOR
Mr. RAGHURAM K. SHETTY
(PAN: AMWP80596B)

[Signature]
Director

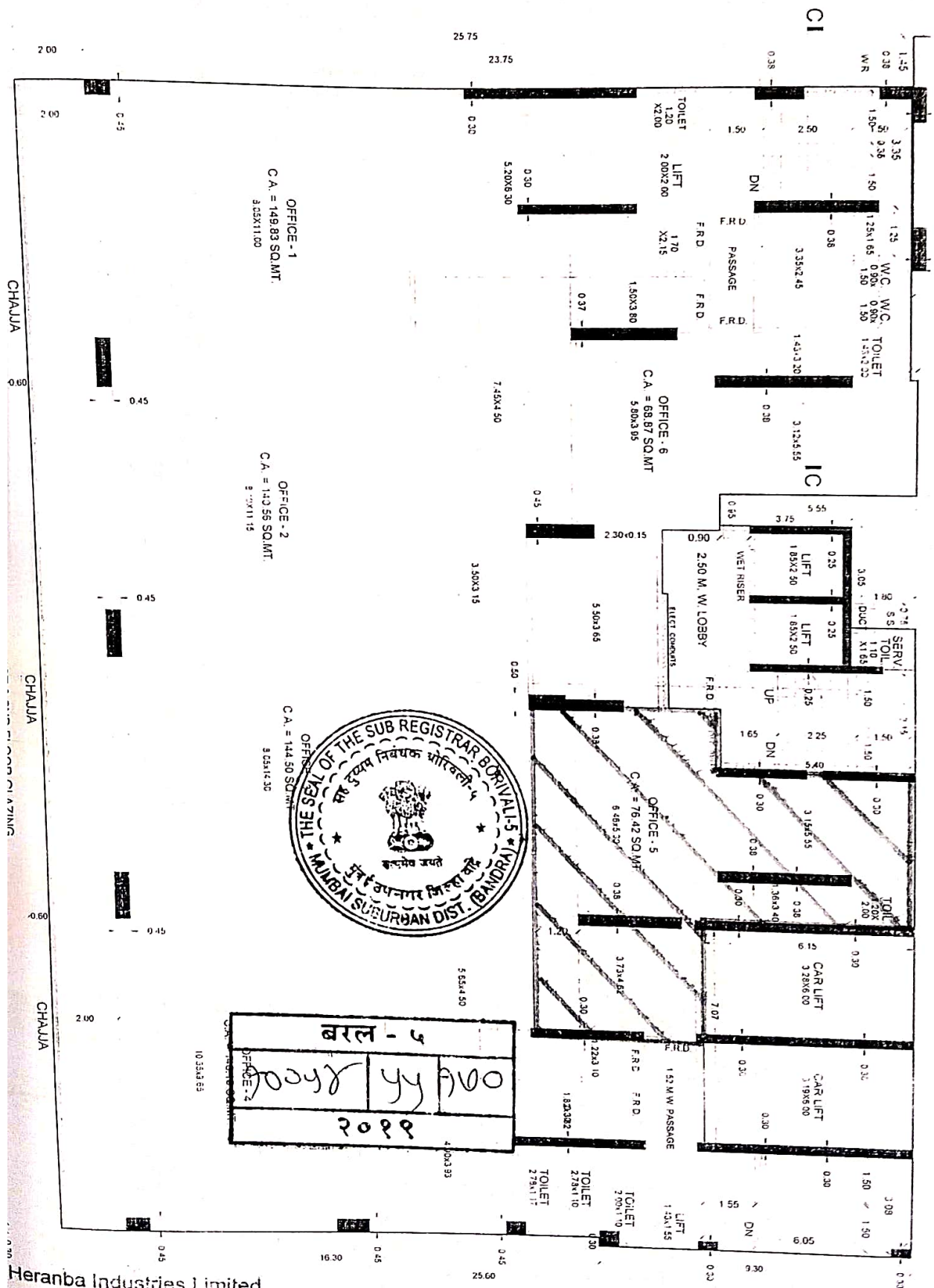
In the presence of

1. *[Signature]*
2. B.D. Pachay



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Annexure 1



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Heranba Industries Limited

Director,

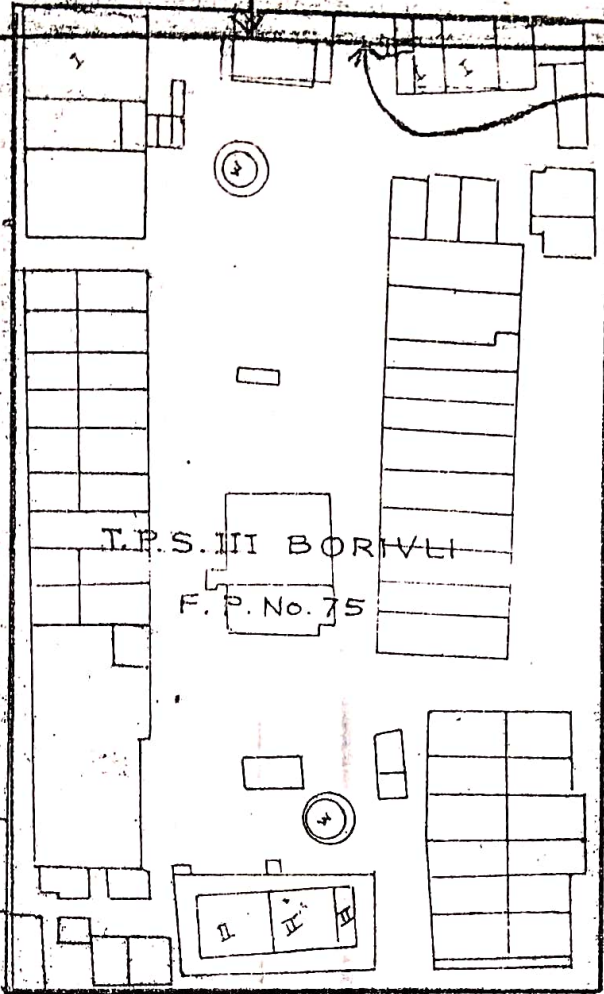
For FORTUNE CONSTRUCTIONS

N. M. Shaikh

Partner

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JAMBULI GULLY

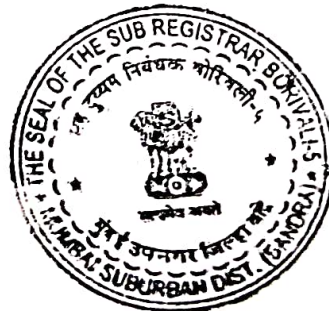
PROPOSED TENTATIVE REGULAR LINE
SUBJECT TO DEMARCATION ON SITE
(CE & P. & C. / E & T. PLS. DEPT)



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BLOCK PLAN
SCALE :- 1 : 500



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MUNICIPAL CORPORATION OF GREATER MUMBAI
CHE/WSII/3764/BP(WS)/AR

Office of the Dy.Ch.Eng.(Bldg.Prop) - W. S/II, 2nd Floor 'C' Wing, Municipal
Office Bldg, 90 Road, Near Sanskruti Complex, Thakur Complex, Kandivali (East),
Mumbai - 400 101

To, Shri. Tarun H. Motta Tecarch, 9 Square Building, Ramdas Sutrale Marg, Borivali (W), Mumbai - 400 092	To, Suketu H. Trivedi M/s Fortune Constructions 6, Narayan Mansion 1st floor Dr, Ambedkar Road Dadar (East) Mumbai - 400 014
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Sub : Proposed Bldg. on plot bearing FP No. 75 CTS no. 104 Of TPS-III
Borivali at Jambli Gully, Borivali (W).

Gentlemen,

There is no objection to carry out the work as per amended plans submitted by
you vide your letter under reference subject to the following conditions;

1. That all the conditions mentioned in the IOD dt.15/12/2005 shall be
complied with.
2. That the revised R.C.C. drawings and calculation shall be submitted.
3. That all the payments shall be made.
4. That the C.C. shall be re-endorsed.
5. That the plans showing proposed changes shall be submitted.
6. That the Extra water and Sewerage charges shall be paid.
7. Revised H.E. NOC shall be obtained.
8. That the condition in the notification issued by GOM u/s 154(1) of MR & TP
act 1966 u/no. TPS-1816/CR-443/16/RP Directives/UD-13 dt. 13.04.2017.
9. That dry and wet waste shall be separated and the wet garbage generated in
the building shall be treated separately as the same plot by the
residents/occupants of the building in jurisdiction of MCGM. The necessary
condition in the sale agreement to that effect shall be incorporated by the
developer/owner.
10. That the Self declaration form as per circular No. CHE/0024/GEN dated
02/04/2016 shall be submitted.
11. That the adequate safeguards should be employed for preventing dispersal
of (dust) particles/ particles through the Air (or even otherwise) & adequate
record shall be maintained & uploaded for every single trip for disposal of



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C&D waste, at the time of loading the C&D waste in vehicle, after loading the C&D waste in the vehicle ring the hauling.

12. That all the conditions in the NOC from SWM department w/no. SWM/001979/2018/R/C/WSII dt. 15 Oct 2018 obtained online to transport & deposit / dump / level the C & D Waste at only designated unloading site shall be complied with.

13. That the construction site & landfill site shall be inspected by the Licensed Architect/ Licensed Engineer, the compliance report thereof shall be uploaded, any breach in respect of the same will entail the cancellation of the building permission or the IOD & the work will be liable to be stopped immediately.

14. That the construction is being permitted with a condition that the debris shall be deposited on pre-identified site with due consent / NOC of the land owner.

15. That the probable quantity of C&D Waste should be indicated in advance prior to commencement of work & in case the quantity is within 20 MT for small generators, the C&D Waste shall be disposed off in accordance with the 'debris on call system', details thereof shall be submitted to that effect.

16. That C&D Waste of large scale above 20 MT shall be disposed off as per Waste management plan approved online & as per Construction and Demolition Waste Management Rules 2016.

17. 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 be stopped & show cause notice shall 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.

18. That the valid Bank Guarantee of Rs. 25,00,000/- shall be furnished solely for the purpose of ensuring compliance of the conditions in the Waste Management Plan/ Debris Management Plan approved by SWM department of MCGM, till grant of full Occupation Certificate.

19. That any officer of MCGM/ Monitoring Committee shall be entitled to inspect the record of grant of IOD, visit & inspect landfill sites, as well as MCGM Officers/ Monitoring Committee shall be entitled to bring to the

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notice of MCGM any breach in the IOD conditions. The order passed by MCGM on the reported breaches shall 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 be complied with.

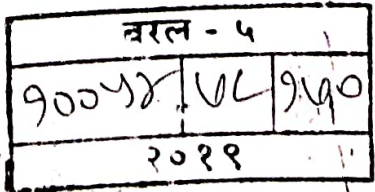
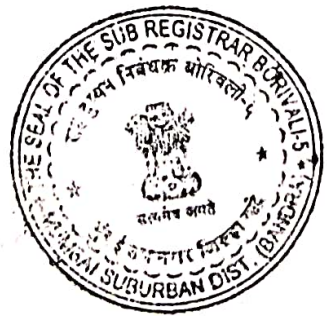
Yours Faithfully,

JAGANNA
TH
SHIRIRAM
GAVHANE
S.E.B.P. R/C

Navnath
S
Ghadge
A.E.B.P. R/C

Vinod
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Executive Engineer (Bldg. Prop.)
(WS-II) R-Ward.



C - 3

**MUNICIPAL CORPORATION OF GREATER MUMBAI**
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966
No CHE/A-3764/BP(WS)/AR/FCC/3/Amend
COMMENCEMENT CERTIFICATE

To
SHRI SUKETU H. TRIVEDI PARTNER OF M/S
FORTUNE CONSTRUCTIONS
B NARAYAN MANSION 1ST FLOOR 166-A DR.
AMBEDKAR ROAD DADAR (E) MUMBAI- 400014

Sr.
With reference to your application No. CHE/A-3764/BP(WS)/AR/FCC/3/Amend Dated. 22 Jun 2018 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 22 Jun 2018 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. 1 C.T.S. No. 104 Division / Village / Town Planning Scheme No. KANHERI RIC situated at JAMBLI GULLY Road / Street in R/C 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. Assistant Engineer (B.P.) R2 Paresh Panchal Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.



This CC is valid upto 27/2/2020

Issue On : 28 Feb 2019 Valid Upto : 27 Feb 2020

Application Number : CHE/A-3764/BP(WS)/AR - FCC 1

Remark :

Approved By
Assistant Engineer (B.P.) R2 Paresh Pa
Assistant Engineer (BP)

Issue On : 05 Apr 2019 Valid Upto : 29 Aug 2019

Application Number : CHE/A-3764/BP(WS)/AR/FCC/3/Amend

Remark :

F.C.C.is granted to building comprising Wing A Consisting of Basement + Ground Floor for Shops + 1st to floor for commercial office + 3rd floor for parking + 4th to 7th residential floors and Wing B consisting of Ba + Gr. Floor for (pt) Still + (pt) Services + 1st to 3rd (pt.) upper residential floors as per last approved amend dated 16.2.19.



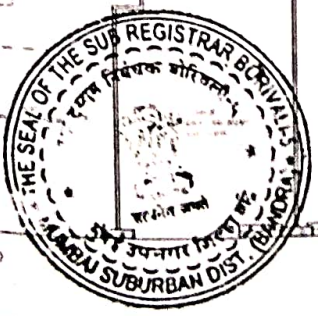
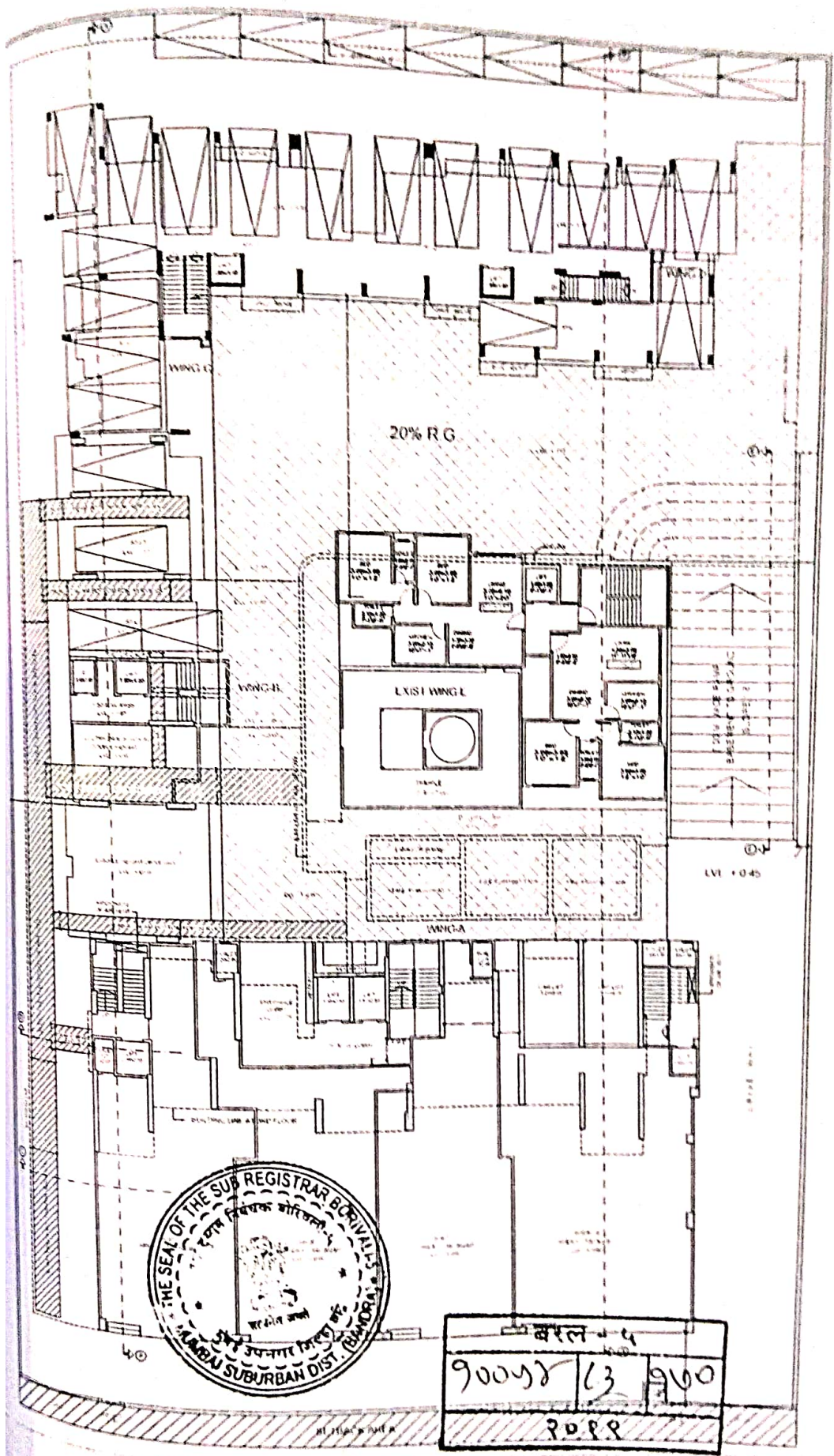
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CHE/A-3764/BP(WS)/AR/FCC/3/Amend

Name - Panchal Paresh
Suryakant
Designation - Assistant
Engineer
Organization - Municipal
Corporation of Greater Mu
Date : 05-Apr-2019 18:49

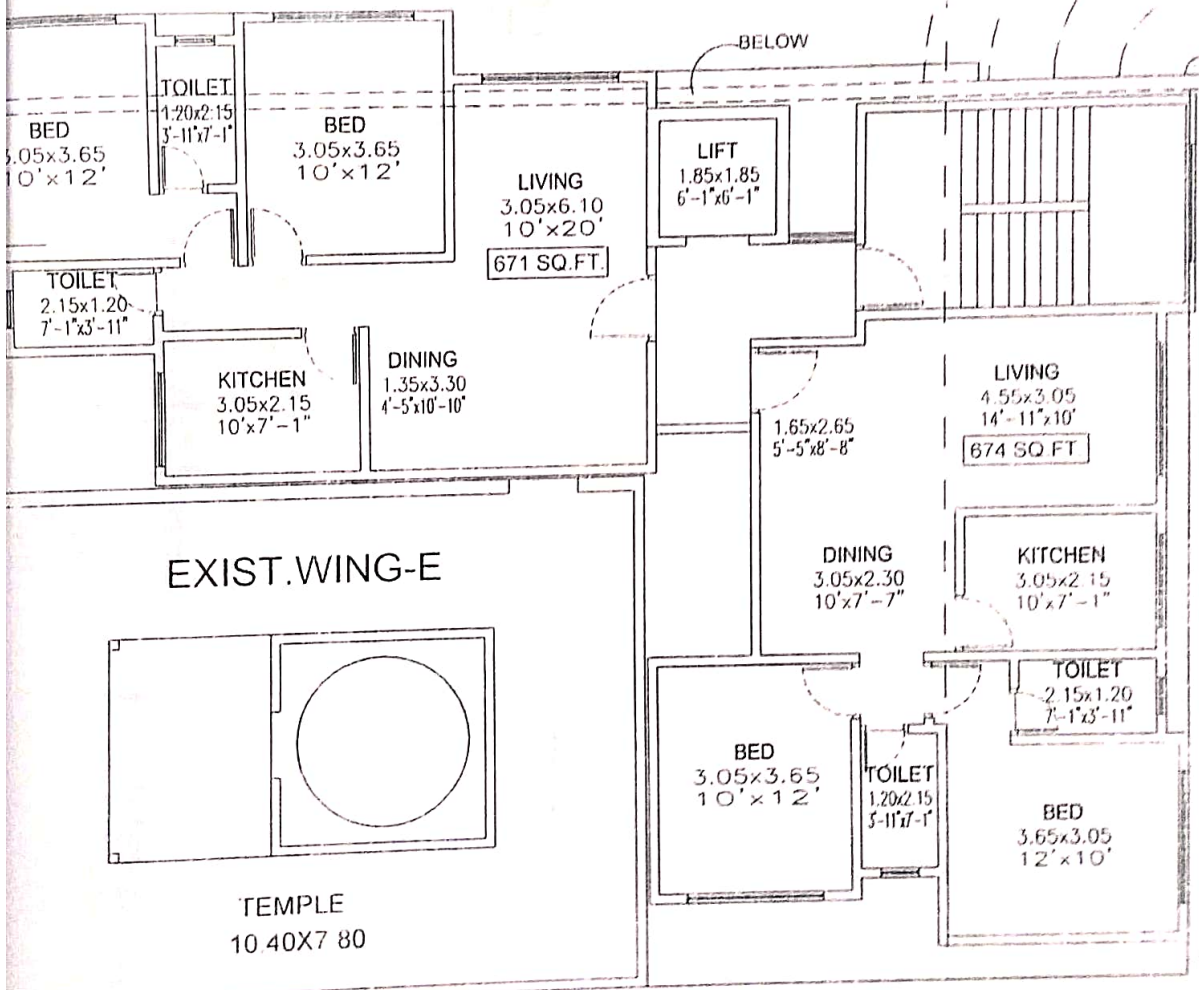
Page 2 of 3 On 05-Apr-2019

Annex 3



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PROPOSED WING F



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03/08/2019

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. बोरीवली 5

दस्त क्रमांक : 10054/2019

नोदणी :

Regn:63m

गावाचे नाव : कान्हेरी

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	14823000
(3) बाजारभाव (भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	13027437.5
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: कार्यालय क्र.205, विंग ए, माळा नं: दुसरा, इमारतीचे नाव: फॉर्च्युन अविराही, ब्लॉक नं: टीपीएस क्र.3, एफ पी क्र.75, बोरीवली, रोड नं: जांभळी गल्ली, बोरीवली (पश्चिम), मुंबई 400092, इतर माहिती: क्षेत्रफळ 76.60 चौ. मी. कार्पेट (824.56 चौ. फुट कार्पेट) — कार पार्किंग क्र.95,96 व 97 (पझल पार्किंग) ((C.T.S. Number : 104 ;))
(5) क्षेत्रफळ	1) 84.29 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून देणारा या पक्षकाराचे नाव किंवा दिव्याणी न्यायालयाचा हुकुमनामा किंवा हुकुमनामा किंवा आदेश प्रतिवादिचे नाव व पत्ता.	1): नाव:- (1) प्रथमेश सुरेशचंद्र भट्ट, (2) देवांग सुरेशचंद्र भट्ट, (3) जय महेशचंद्र भट्ट, (4) भूषण परिमल भट्ट, (5) उमेश जितेंद्र प्रसाद व्यास उर्फ उमेश सुरेशचंद्र भट्ट तर्फे मुखत्यार मे/- फॉर्च्युन कन्स्ट्रक्शन्स चे भागीदार सुकेतू त्रिवेदी वय:-58; पत्ता:- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: भटवाडी, ब्लॉक नं: जांभळी गल्ली, रोड नं: बोरीवली (पश्चिम), मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400092 पॅन नं:-AABFF2122M 2): नाव:- मे/- फॉर्च्युन कन्स्ट्रक्शन्स चे भागीदार सुकेतू त्रिवेदी वय:-58; पत्ता:- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: नारायण मेन्शन, ब्लॉक नं: -, रोड नं: 166ए, डॉ. आंबेडकर रोड, दादर (पूर्व), मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400014 पॅन नं:-AABFF2122M 3): नाव:- मे/- फॉर्च्युन कन्स्ट्रक्शन्स चे भागीदार विरेंद्र एम. शाह वय:-57; पत्ता:- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: नारायण मेन्शन, ब्लॉक नं: -, रोड नं: 166ए, डॉ. आंबेडकर रोड, दादर (पूर्व), मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400014 पॅन नं:-AABFF2122M
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- हेरेंद्र इंडस्ट्रीज लिमिटेड चे संचालक रघुराम के. शेटी वय:-60; पत्ता:- प्लॉट नं: 1504/1505/1506, माळा नं: -, इमारतीचे नाव: जीआयडीसी, ब्लॉक नं: फेस 3, रोड नं: वापी, जिल्हा वलसाड, गुजरात, वलसाड. पिन कोड:-396195 पॅन नं:-AAACH3787Q
(9) दस्तऐवज करून दिल्याचा दिनांक	03/08/2019
(10) दस्त नोंदणी केल्याचा दिनांक	03/08/2019
(11) अनुक्रमांक, खंड व पृष्ठ	10054/2019
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	889500
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	



खरी प्रत

सह दुय्यम निबंधक, बोरीवली क्र. ५,
मुंबई उपनगर जिल्हा.