

सूची क्र. दोन INDEX NO. II

गावाचे नाव : भायखळा

1) धिलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा
 व बाजारभाव (भाडेपट्ट्याच्या
 बाबतीत पट्टाकार आकारणी देतो करारनामा
 की पट्टेदार ते नमूद करावे) मोबदला रू. 3,750,000.00
 बा.भा. रू. 3,396,048.00

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

(1) सिटिएस क्र.: 1484 वर्णन: विभागाचे नाव - भायखळा डिव्हीजन, उपविभागाचे नाव -
 9/73 - भूभाग : दक्षिणेस मौ. शौकत अली रोड, रामचंद्र भट्ट मार्ग, उत्तरेस मिर्झा गालीव रोड,
 पुर्वेस मध्य रेल्वे लाईन व पश्चिमेस मौ. आझाद रोड व मिर्झा गालीव रोड यामधील भूभाग (जे.
 जे. हॉस्पिटल). सदर मिळकत सि.टी.एस. नंबर - 1484 मध्ये आहे. , सदनिका क्रं 1502 .
 15 वा मजला , फॉर्च्युन टॉवर , 337 सर जे जे रोड , भायखळा , मुं 08,तळ+ 20
 मजले

(1)वांधीव मिळकतीचे क्षेत्रफळ 70.81 चौ.मी. आहे.

3) क्षेत्रफळ

4) आकारणी किंवा जुडी देण्यात
 असेल तेव्हा

(1)-

5) दस्तऐवज करून देण्या-या
 पक्षकाराचे व संपूर्ण पत्ता नाव किंवा
 दिवाणी न्यायालयाचा हुकुमनामा
 किंवा आदेश असल्यास, प्रतिवादीचे
 नाव व संपूर्ण पत्ता

(1) नीना फार्मस प्रा लि तर्फे नीसार काजी .; घर/फ्लॅट नं: 6; गल्ली/रस्ता: -;
 ईमारतीचे नाव: सागर क्लासिक; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: भायखळा ;
 तालुका: मुं; पिन: 08; पॅन नम्बर: ए ए ए सी एन 5032इ.

6) दस्तऐवज करून घेण्या-या
 पक्षकाराचे नाव व संपूर्ण पत्ता किंवा
 दिवाणी न्यायालयाचा हुकुमनामा
 किंवा आदेश असल्यास, वादीचे नाव
 व संपूर्ण पत्ता

(1) सबीर यासीन नीरबान .; घर/फ्लॅट नं: 292; गल्ली/रस्ता: अब्दुल रहेमान स्ट्रीट;
 ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: मुं; शहर/गाव: -; तालुका: -; पिन: 03; पॅन
 नम्बर: ए ए ए पी एन 2754 क्यु.
 (2) नसीम सबीर नीरबान .; घर/फ्लॅट नं: वरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव:
 -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: ए बी उब्ल्यु पी
 एन 6933 सी .

7) दिनांक करून दिल्याचा 30/10/2006
 8) नोंदणीचा 24/11/2006
 9) अनुक्रमांक, खंड व पृष्ठ 11362 /2006
 10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 170100.00
 11) बाजारभावाप्रमाणे नोंदणी रू 30000.00
 12) शेरा



करी प्रत

दुय्यम निबंधक, मुंबई जिल्हा

ना.सिताराम गंधोली

पांता त्यांचे ता 28-99-08च्या भर्जानुसार

द. ११३६९ नफळ दिली तारीख 28-99-0

224000 C

दुय्यम निबंधक, मुंबई जिल्हा



ICICI Bank

Customer Copy

Pay to: ICICI Bank Ltd. A/c Stamp Duty		Date: 20/10/06
Franchising Value	Rs.	1,70,140
Stamp Duty	Rs.	140
Total	Rs.	1,70,280

Name of Stamp Duty paying party: Sudhir Y. Nishant & Co

FRANKING DEPOSIT SLIP

Received With Thanks
Rs 1,70,140 towards
Payment of Stamp Duty

DD/Chq No. 992914

Drawn on Bank ABN-Abn

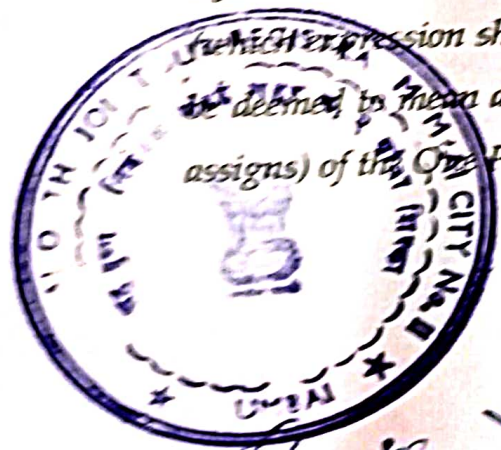
Mumbai
(For Bank's Use only)

Franchising No. 28891
Officer

ARTICLES OF AGREEMENT made at Mumbai, this

30th day of October 2006 BETWEEN M/S. NINA FARMS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at 6, Sagar Classic, Clare Road, Byculla, Mumbai 400 008, hereinafter called "THE DEVELOPERS"

which expression shall it be repugnant to the context or meaning thereof be deemed to mean and include its present directors, their successors and assigns) of the One Part;



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ICICI Bank Ltd
30 Marathi Samachar
Mang Fort, Mumbai-400001

D-5/ST/PPVC/R.101101/2004/2068-70

शहर 28891
165304
Special Address
OCT 30 2006

INDIA STAMP DUTY MAHARASHTRA

Rs. 0170140/-PB51:
16:1

For one class's sworn by developer copy

AND

MR. SAHIB YASIN NIRBAN and MRS. NABEEM BABIR
NIRBAN, both adults, Indian inhabitants, residing at 292, Abdul
Kalam Street, 2nd floor, Mumbai 400 003, hereinafter called "THE
BENEFICIARIES" which expression shall unless it be repugnant to the
context or meaning thereof be deemed to mean and include his/her/their
heirs, executors and administrators of the Other Part;

WHEREAS by virtue of a Deed of Conveyance dated 20th
September 1886, The Reverend Lorin Samuel Gates and The Reverend
Charles Harding of Solapur in the Presidency of Bombay in the Empire of
India and The Reverend Edward Sackett Hume of Bombay in the said
Presidency transferred and assigned all the rights, title and/or interest in
the property cited above to The American Board of Commissioners for
Foreign Missions (Now known as "United Church Board For World
Ministries"), a corporation by law established in the commonwealth of
Massachusetts in the United States of America and a trust duly registered
under Bombay Public Charitable Trust under registration No, E-922
(Form). The said United Church Board for World Ministries (hereinafter
for the sake of brevity called as "THE OWNERS") are the Owners and
well and sufficiently entitled to all pieces or parcels of land, hereditaments
and premises together with the buildings, messages and tenements
standing thereon and situate, lying and being at plot of land bearing
Cadastral Survey No. 1484 of Byculla Division, properly mentioned in
Survey Register for the Town and Island of Bombay on Register No. 176,
Page No. 68, Sheet No. 270, bearing 'E' ward of Municipal Corporation of
Greater Mumbai, situated on Jhoshedji Jeejeebhoy Road, in the City and
Registration District of Mumbai measuring 7694.00 square yards
equivalent to 6653.16 square meters and bearing Street No. 639, 641,1,



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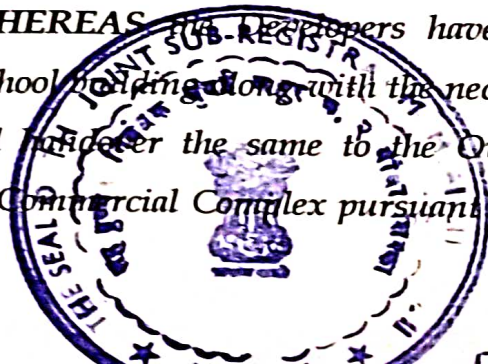
1A, 2, 2A, 3, 3A and 4 of Sir J. J. Road (Old name Parel Road), Mumbai (herein after for the sake of brevity called as "THE SAID PROPERTY").

AND WHEREAS Marathi Mission (formerly known as American Marathi Mission) a trust registered under under Bombay Public Trust Act 1950 under registration No. F-287 (Bom), being the subsidiary trust of the Owners have been running a school on the said Property under the name of Hume High School and being in the use the property card in respect of the said Property stands in the name of Marathi Mission (formerly known as American Marathi Mission.

AND WHEREAS by an Agreement for Development dated 10th March 2004 made by and between the Owners of the One Part and the Developers of the Other Part, the Owners granted to the Developers development rights in respect of the said property for the consideration and on terms and conditions therein mentioned.

AND WHEREAS by an earlier Agreement dated 16th December 2002 made by and between the said Marathi Mission (formerly known as American Marathi Mission) of the One Part and the Developers of the Other Part, the said Marathi Mission (formerly known as American Marathi Mission) being in use, occupation and possession of the said Property, granted to the Developers development rights in respect of the said property for the consideration and on terms and conditions therein mentioned.

AND WHEREAS the Developers have evolved a Scheme for constructing a school building along with the necessary agreed residential houses in it and tender the same to the Owners and setting up a Residential-cum-Commercial Complex pursuant after the Developers will



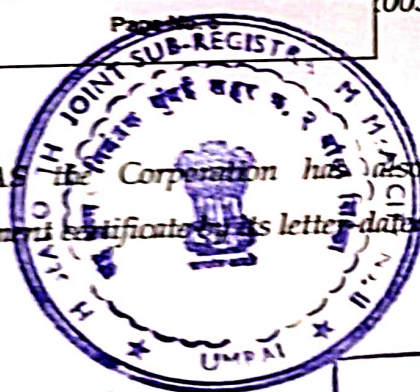
demolish the existing structures in accordance with building plans and specifications to be sanctioned by the Municipal Corporation of Greater Mumbai (hereinafter called as "THE CORPORATION") with a view to selling flats/ shops/ offices/ garages/ car parking spaces and other premises on what is popularly known as "Ownership Basis" to prospective Purchasers, and transferring and conveying to a Co-operative Society/Limited Company/Association of persons to be formed of purchasers of flats/ shops/ offices/ garages/ car parking spaces in the property and the building/buildings to be constructed.

AND WHEREAS pursuant to the Application to the Competent Authority under Section 22 of U.L.(C & R) Act. 1976 of Competent Authority has granted a N.O.C. for the re-development of the property pursuant to the said Scheme of Development.

AND WHEREAS pursuant to the Application made to the Charity Commissioner by the Owners, the Charity Commissioner under his order, dated 10th June 2004, has accorded the necessary sanction under section 36(1)(a) of the Bombay Public Trust Act 1950 for the development of the property.

AND WHEREAS the Developers prepared and submitted through their Architects M/s. S. D. Dalvi & Associates to the Corporation building/buildings plans and specification for the development of the said property which, have been sanctioned by the Corporation vide intimation of Disapproval No. EE [redacted] 003 and subsequent amendments.

AND WHEREAS the Corporation has also issued to the Developers a Commencement Certificate by its letter dated 11th May 2004.



AND WHEREAS the title of the said property has been investigated by Ms. Shilpa Amolik, Advocate and she has issued her certificate of title a copy whereof is annexed hereto and marked Annexure "A".

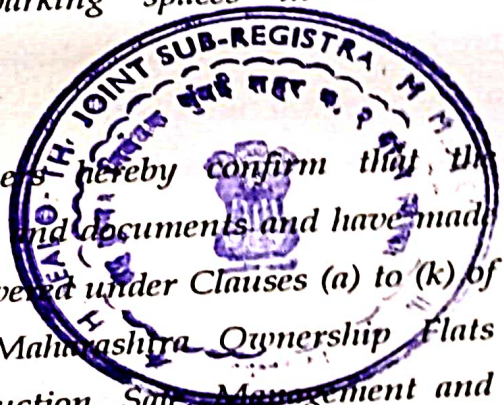
AND WHEREAS the Extract from the Cadastral Survey Record is also annexed hereto along with copy of the property card and marked as Annexure "B".

AND WHEREAS copies of the Intimation of Disapproval and Commencement Certificate are annexed hereto and marked Annexure "C" collectively.

AND WHEREAS the Purchasers have taken inspection of the said property the Development Agreements dated 16th December 2002 and 10th March 2004, buildings plans and specifications and conditions of the Development of the said property and has understood the terms conditions and stipulations, mentioned in the said Intimation of Disapproval issued by the Corporation.

AND WHEREAS the Developers will enter into separate Agreement with several other persons and parties in respect of the said flats/ shops/ offices/ garages/ car parking spaces in the said building/buildings.

AND WHEREAS the Purchasers hereby confirm that the Developers have produced all information and documents and have made full and true disclosure of all the items covered under Clauses (a) to (k) of Sub-section (2) of section 3 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and

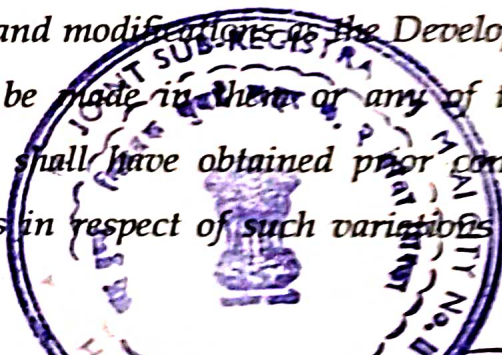


Transfer) Act, 1963 (Maharashtra Act No. XLV of 1963) as amended by amendment hereinafter for brevity's sake to be referred to as "the said Act" as well as items covered under Clauses (a) to (z) of Rule 4 of the Maharashtra Ownership Flats Rules 1964 hereinafter for brevity's sake referred to as 'the said Rules' and the Purchaser/s is/are satisfied with the same and has no further or other information nor disclosure to be required from the Developers.

AND WHEREAS the Purchasers have agreed to purchase the flats bearing No. 1502 on the 15th floor in the building known as "FORTUNE TOWER" presently under construction on the said property which is more particularly described in the First Schedule hereunder written with full knowledge of the several covenants and conditions contained the said Development Agreement dated 10th March 2004.

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

1. The Developers shall under normal circumstances, construct the said Residential-cum-Commercial Complex (hereinafter called "THE BUILDING") consisting of ground and twenty upper floors on the said land more particularly described in the First Schedule hereunder written in accordance with the sanctioned plans, specifications, approved by the purchasers with only such variations and modifications as the Developers or the Government require to be made in them or any of them provided that the Developers shall have obtained prior consent in writing of the Purchaser/s in respect of such variations or modifications which



adversely affect the flat/ office/ shop agreed to be purchased by the purchaser/s.

2. The Purchasers hereby agreed to purchase from the Developers and the Developers hereby agree to sell to the Purchasers the Flat bearing No. 1502 of carpet area measuring 635 square feet equivalent to 60.83 square meters on 15th floor as shown in the plan thereof hereto annexed and marked Annexure "D" in the said building and known as "**FORTUNE TOWER**" (hereinafter for the sake of brevity called as "**THE SAID PREMISES**") to be constructed by the Developers on the said property more particularly described in the First Schedule hereunder written for the aggregate price of Rs. 37,50,000/- (Rupees Thirty-seven lacs fifty thousand only) inclusive of the proportionate price of common areas/ facilities/ amenities of the said building more particularly described in the Second Schedule hereunder written. The Purchaser/s hereby agrees to pay to the Developers the said purchase price of Rs. 37,50,000/- (Rupees Thirty-seven lacs fifty thousand only) in the following manner:

1. Rs. 30,00,000/- on or before the execution of this Agreement by way of Advance/Earnest money.
2. Rs. 7,50,000/- with in 15 days from the date hereof.

Rs. 37,50,000/-

Total



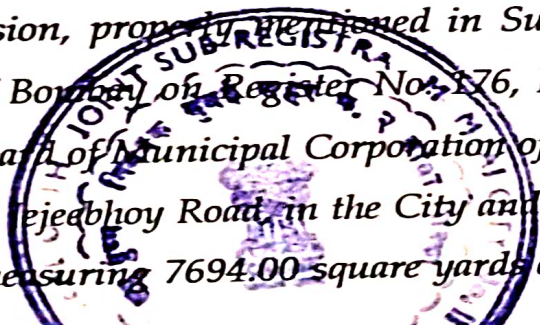
documents shall be borne and paid by the Society/Limited Company or proportionately by the members of such Society/Limited Company. The Developers shall not contribute anything towards such expenses. The Purchaser/s shall before occupying the premises pay to the Developers their proportionate share in regard to the above, the amount payable under this clause in addition to the amounts under these presents.

42. All letters, receipts, and/or notice is issued by the Developers dispatched under certificate of posting to the address, mentioned above, will be sufficient proof of receipt of the same by the Purchaser/s shall completely and effectually discharge the Developers. In case change of address the Purchasers shall inform the Developers of his/her/their own new address in writing immediately.

IN WITNESS WHEREOF the parties have set their hands to these presents the day and the year first hereinabove written.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT pieces or parcels of land, hereditaments and premises together with the buildings, messages and tenements standing thereon and situate, lying and being at plot of land bearing Cadastral Survey No. 1484 of Byculla Division, properly mentioned in Survey Register for the Town and Island of Bombay of Register No. 176, Page No. 68, Sheet No. 270, bearing 'E' ward of Municipal Corporation of Greater Mumbai, situate at Sir Jamshedji Tejeebhoy Road, in the City and Registration Sub-District of Mumbai admeasuring 7694.00 square yards equivalent to 6433.16 square



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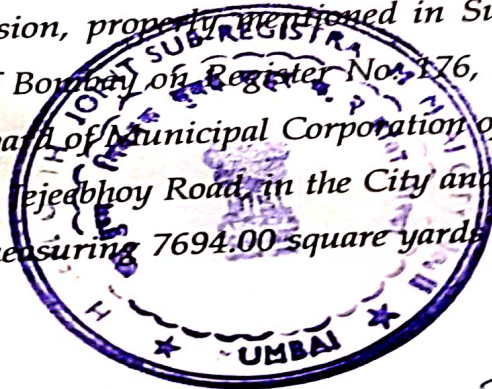
documents shall be borne and paid by the Society/Limited Company or proportionately by the members of such Society/Limited Company. The Developers shall not contribute anything towards such expenses. The Purchaser/s shall before occupying the premises pay to the Developers their proportionate share in regard to the above, the amount payable under this clause in addition to the amounts under these presents.

42. All letters, receipts, and/or notice is issued by the Developers dispatched under certificate of posting to the address, mentioned above, will be sufficient proof of receipt of the same by the Purchaser/s shall completely and effectually discharge the Developers. In case change of address the Purchasers shall inform the Developers of his/her/their own new address in writing immediately.

IN WITNESS WHEREOF the parties have set their hands to these presents the day and the year first hereinabove written.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT pieces or parcels of land, hereditaments and premises together with the buildings, messages and tenements standing thereon and situate, lying and being at plot of land bearing Cadastral Survey No. 1484 of Byculla Division, property mentioned in Survey Register for the Town and Island of Bombay of Register No. 176, Page No. 68, Sheet No. 270, bearing 'E' ward of Municipal Corporation of Greater Mumbai, situate at Sir Jamshedji Tejeebhoy Road, in the City and Registration Sub-District of Mumbai admeasuring 7694.00 square yards equivalent to 6433.16 square



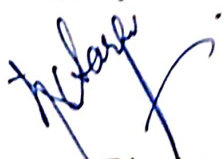
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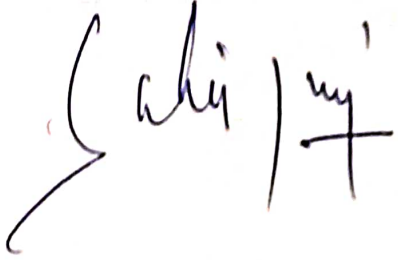
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- 6. The cost of working and maintenance of lifts and other light electric, water and service charges and cost of working and maintenance of inter-com system.
- 7. Municipal and other Taxes and Lease Rent Payable to the Owners.
- 8. Insurance of the buildings.
- 9. Cost of water meters or electric meters and/or any deposit for water drainage or electricity.
- 10. Such other expenses as are necessary in incidental for the maintenance and up keep of the buildings.

SIGNED, SEALED AND DELIVERED) For Nina Farms
By the within named Developers) Private Limited.
NINA FARMS PRIVATE LIMITED)
in the presence of.....) 
Director.

SIGNED, SEALED AND DELIVERED)
By the within named Purchaser/s)
Mr. Sabir Yasin Nirban and)
Mrs. Naseem Sabir Nirban)
in the presence of.....) 
NSNIRBAN



ANNEXURE-"E"

1. BUILDING:

The structure will be in R. C. C. frame. External walls shall be 9" patent brick or 6" concrete blocks and partition walls will be in single brickwork. Internal plaster shall Neeru finished and external walls shall be sand faced plaster and cement painted. All internal walls, ceiling, shall be finished in superior time wash.

2. DOORS AND WINDOWS:

All entrance doors shall be panel or flush doors with veneer from one side and all necessary fittings. The bedroom and kitchen doors shall also be paneled doors with veneer having anodized aluminum fittings. The bath, w/c and balcony window shall be paneled doors partly glazed with necessary aluminum fittings. Windows shall be aluminum except for toilets, which will be steel.

3. FLOORING:

Imported Marble in white color will be used in all the living rooms. Other rooms and passages and kitchen shall have high quality tiles with 5" skirting which shall be provided on each wall.

4. KITCHEN:

Kitchen will have one cooking platform fixed with marble /Granite and built in steel sink 1'6" dado of 6"x6" fancy glazed tiles shall be provided above and platform.



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5. **BATH AND W.C.**

The flooring of the bath shall be in designer tiles and the wall shall have designer tiles of superior quality. The W.C.'s shall be of English type, one washbasin and shower will be provided in each toilet.

6. **ELECTRIC FITTINGS:**

(a) Concealed copper wiring in all rooms, bathrooms with separate meter for each flat.

(b) Necessary light points in staircase, common passage and terrace compound.

(c) One light point, one plug point and one fan point in all rooms and kitchen. There will be two light points in room having built up area of more than 150 sq. ft.

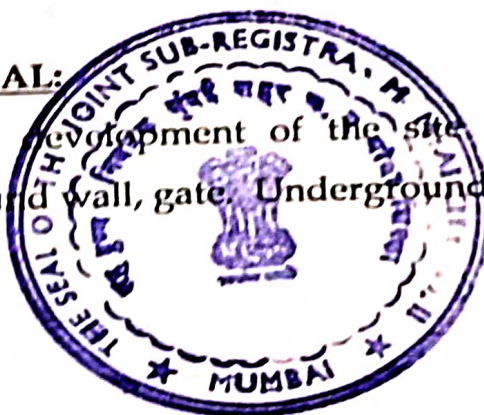
(d) One light point in balcony, W.C. and Bath.

7. **PLUMBING:**

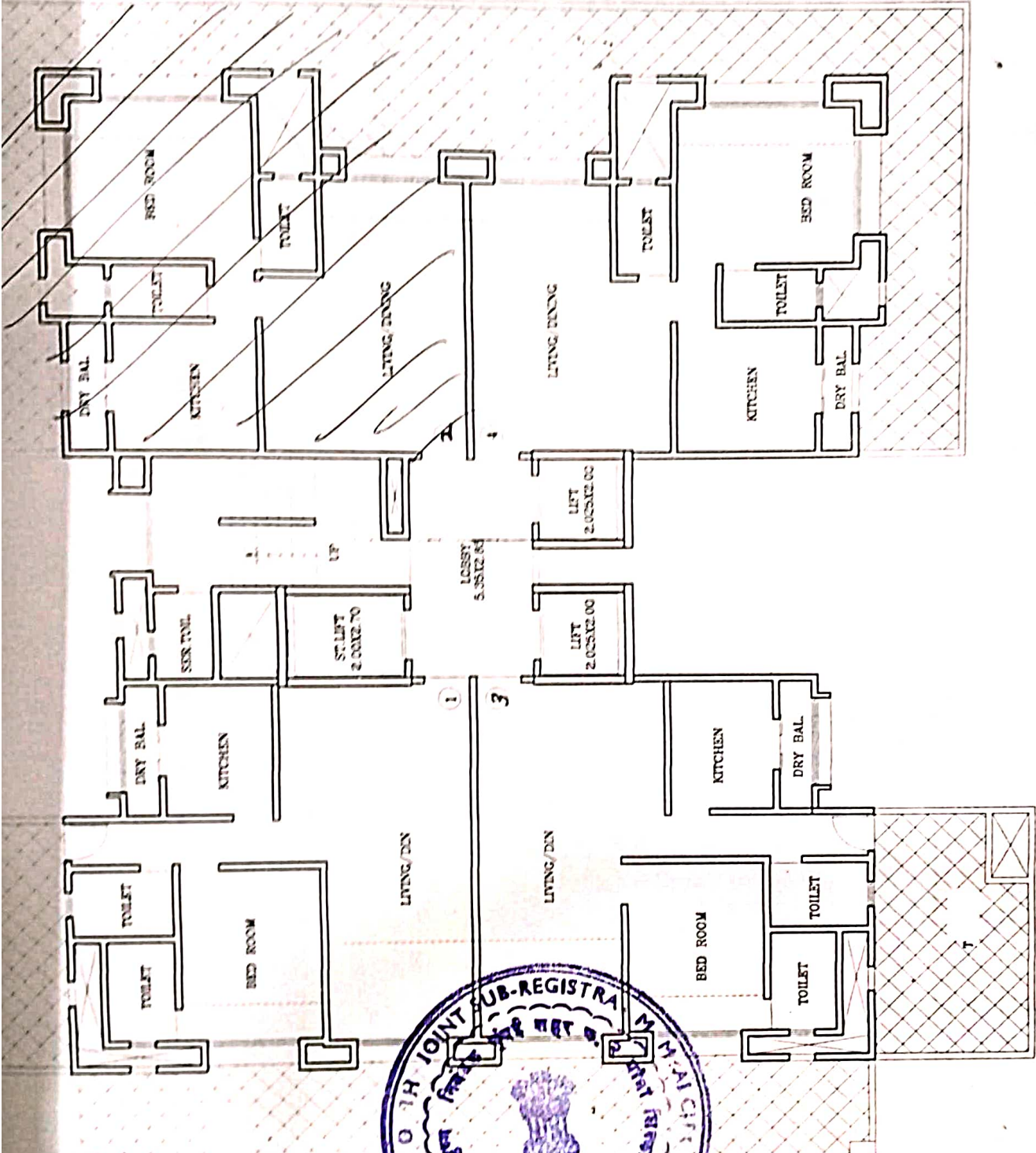
All plumbing work will be of approved quality concealed type and carried out as per plan and regulations of the B.M.C.

8. **GENERAL:**

General development of the site including providing of compound wall, gate, Underground tank and pump shall be done.



Flat No. 1502
15th Floor



15TH & 17TH FLOOR PLAN



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SHILPA AMOLIK

ADVOCATE HIGH COURT

282, Abdul Rehman Street, 2nd floor, Mumbai 400 003

Dated: 14th June 2004

TO WHOMSOEVER IT MAY CONCERN

Re: ALL THAT pieces or parcels of land lying and being at plot of land bearing Cadastral Survey No. 1484 of Byculla Division, properly mentioned in Survey Register for the Town and Island of Bombay, bearing 'E' ward of BMC, situate at Sir J. J. Road, in the City and Registration Sub-District of Mumbai measuring 7694.00 square yards equivalent to 6433.16 square meters, Mumbai.

By virtue of a Deed of Conveyance dated 20th September 1886. The Reverend Lorin Samuel Gates and The Reverend Charles Harding of Solapur in the Presidency of Bombay in the Empire of India and The Reverend Edward Sackett Hume of Bombay in the said Presidency transferred and assigned all the rights, title and/or interest in the property cited above to The American Board of Commissioners for Foreign Missions (Now known as "United Church Board for World Ministries"), a corporation by law established in the commonwealth of Massachusetts in the United States of America and a trust duly registered under Bombay Public Charitable Trust under registration No. E-922 (Bom).

Marathi Mission (formerly known as American Marathi Mission) one of the branches of United Church Board for World Ministries, being during the time of the said deed, was a High School and High College on the above cited property, holds its name on the Property Card issued by the Superintendent, Mumbai City Survey and Land Records and the same is reflected on Register No.



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KAZI & COMPANY,
ADVOCATES

176, Page No 68, Sheet No 270 with the records of the Superintendent, Mumbai City Survey, Mumbai.

The said Marathi Mission vide an agreement dated 16th December 2002, have granted development rights in respect of the above cited property to M/s. Nina Farms Private Limited, a company incorporated under Indian Companies Act 1956 and having its registered address at 6, Sagar Classic, Clare Road, Byculla, Mumbai 400008 and have also issued a registered power of attorney in favour of the directors of the said company M/s. Nina Farms Private Limited.

The said United Church Board For World Ministries being the owners of the above cited Property and holding the same on P. T. Register (Schedule-I) with the Charity Commissioner's Office, Mumbai, vide an agreement dated 10th March 2004, have granted development rights in respect of the above cited property to M/s. Nina Farms Private Limited, and have also issued a power of attorney in favour of the directors of the said company.

The said United Church Board For World Ministries applied to the Charity Commissioner for their N.O.C. to the said agreement dated 10th March 2004 and the Charity Commissioner vide his order dated 10th June 2004 has accorded the necessary sanction under section 36 (1)(a) of the Bombay Public Trust Act 1950.

I have investigated the title of the United Church Board for World Ministries who have entered into valid agreement with M/s. Nina Farms Private Limited, to the above cited property by taking the search from the government records, giving Public Notice in two daily news papers, and inspection of the available documents and I find their title to the said property is clear and marketable and free from reasonable doubts.

Shilpa
SHILPA AMOLIK
(Advocate High Court)

TRUE COPY

SA

KAZI & COMPANY
ADVOCATES

6, Sagar Classic, Clare Road,



1. Area of Land (S. No.)	2. Zone	3. Coloured Sheet No.	4. Street No.	5. Name of Street or Locality	6. Street No.
50 TAPES (7899 SQ.) 50 METERS 6411.16	WIDE COL. II	1981	679, 511, 1, 1A, 2, 2A, 3, 3A, 4	PARCELS	270

11. Particulars of Title

1. Name of Person in Possession	2. Date of Acquisition or Present Date
(A) - THE AMERICAN MARINE MISSION	(A) - VIDE M. R. NO. 1175 DT. 30-4-1950
(B) - MARINE MISSION	(B) - AS PER ASST. COMMISSIONER ORDER NO. 207/1971 DT. 7-5-1971 NAMED 'A' IN COL. 10 CHANGE TO 'B' IN COL. 10 M. R. NO. 67/1950

12. Particulars of Public Use

1. Nature of Public Use	2. Issue Date	3. Substantive Initial
General Civil Use	- Nil -	Public Use Public Use Public Use

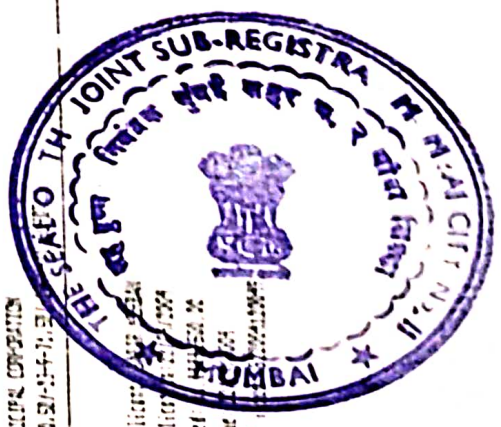
13. Remarks

(SEEKING CLARIFICATION AS TO THE NAME BETWEEN 'A' IN COL. 10 AND
MUMBAI MUNICIPAL CORPORATION
M. R. NO. 1175 DT. 30-4-1950)

(Rectangular 'C' blocks show entry deleted)

Note :- This is a true copy of the extract of C.S Register which forms part of this office record
and the area of the property referred to therein is SIX HUNDRED FORTY SEVEN SQ. METERS
(SIX HUNDRED FORTY SEVEN SQ. METERS) POINT SUBREG. AT P. NO. 270
which has been verified with the original record and found correct.

[Signature]
Sub-Registrar
Mumbai City Survey and Land Records



Name of Applicant: ...
Date of Application: ...
Fee received: ...
Date of issue: ...
Reference of ...



Ex. Eng. Bldg. Porposal (City),
E. Ward Municipal Offices, 3rd Floor
10 S. K. Habibuddin Marg, Byculla,
Mumbai - 400 008

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

EB/9572/E/A
No. E.B./CE/ BS/A

of 2003 - 2004

Municipal Office,
Mumbai 12/12/03 200

NDUM

Arben & Nisar Kazi,
Owner,
Ar Classic, Clare Road,
B, Mumbai- 400 008.

In reference to your Notice, letter No. 490 dated 12.1.2003 and delivered on 003 and the plans, Sections Specifications and Description and further particulars and our building at C.S.No. 1484 of Byculla Division, 'E' Ward, furnished per your letter, dated 16.1.2003 I have to inform you that I cannot approve of the building proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of Mumbai Municipal Corporation Act as amended upto-date; my disapproval by thereof reasons:-

1) THAT THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL.

1. That the commencement certificate under Section 44/59(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C. Regulation No.38(27).
3. That the low lying plot will not be filled up to a reduced level at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc. and will not be leveled, rolled, consolidated and sloped towards road side, before starting the work.
4. That the specifications for layout/D.O./or access roads/development of setback land will not be obtained from E.E. (Road Construction) (City) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from E.E. (R.C.)/E.E. (S.W.D.) of City before submitting Building Completion Certificate.
5. That the structural engineer will not be appointed. Supervision memo as per Appendix-XI [Regulation 5(3) (ix)] will not be submitted by him.



TRUE COPY

contd... 2(a) ...

() That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of roof on the public street.

() That the drainage work generally is not intended to be executed in accordance with the Municipal regulations.

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 17th day of Oct 2003, but not so as to contravene any of the provision of the said Act 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.

Rshama
18.10.03
Executive Engineer, Building Proposals,
Zone, Words.

SPECIAL INSTRUCTIONS

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

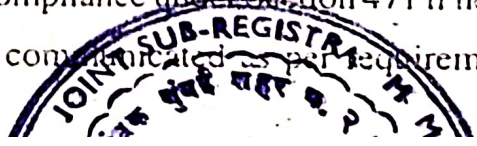
(2) Under Section 68 of the Mumbai Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

(3) Under Rule 108 of the Municipal Corporation Act, the following are the conditions to be observed in connection with the construction of buildings:
(a) No building shall be constructed on a plot of land which is less than 2 feet (60 cms) above the ground level.
(b) No building shall be constructed on a plot of land which is less than 3 feet (90 cms) above the ground level.
(c) No building shall be constructed on a plot of land which is less than 2 feet (60 cms) above the ground level.

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property tax is required to give notice of erection of a new building or occupation of building which has been vacant, to the Municipal 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 revised under Section 167 of the Act, from the earliest possible date in the current year in which the violation on occupation is detected by the Assessor and Collector's Department.

(5) Your attention is further drawn to the provision of Section 353-A about the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

(6) Proposed date of commencement of work should be communicated as per requirements of Section 353-A of the Mumbai Municipal Act.



10. (A) ...

That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load will be submitted before C.C.

That the regular /sanctioned /proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/ EE(T&C)/ EE(DP)/ DILR before applying for C.C.

That the sanitary arrangements shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.

That the registered undertaking and additional copy of plan shall not be submitted for agreeing to hand-over the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward Officer and that the ownership of the setback land will not be transferred in the name of M.C.G.M. before C.C.

10. That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents, etc. And to the occupiers and an Undertaking regarding no nuisance will not be submitted before C.C./starting the work.

11. That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.

12. That the requirements of N.O.C. of Chief Fire Officer will not be obtained & the requisitions, if any, will not be complied with before occupation certificate/ B.C.C.

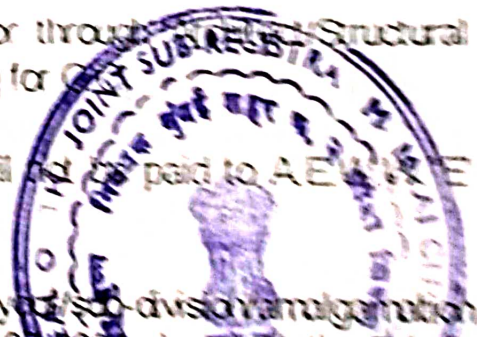
13. That the Registered Agreement with the prospective Bank agreeing to occupy the Bank including staff quarters portion will not be submitted before C.C.

14. That the conditions mentioned in the release letter of E.E.D.P. under No.CHE/3864/DPC dated 05-02-2003 will not be complied with.

15. That the qualified/Registered Site supervisor through Structural Engineer will not be appointed before applying for C.C.

16. That extra water and sewerage charges will be paid to A.E. Ward before C.C.

17. That the true copy of the sanctioned layout plan of the division amalgamation approved under No. EB/3572/ E.I.A. dated 22/10/23



20. That the work will not be carried out strictly as per approved plan and in conformity with the D.C. Regulation in force.
21. That the N.O.C. from Tree authority shall not be submitted before asking for plinth C.C.
22. That the Registered Undertaking shall not be submitted for agreeing to pay the difference in premium paid and calculated as per revised land rates.
23. That the Janata Insurance policy or policy to cover the compensation claims arising out of Workmen's Compensation Act, 1923 will not be taken out and copy of same will not be submitted before asking C.C. and renewed during the construction of work.
24. That the P.R. Card showing the name of Marathi Mission Trust shall not be submitted before C.C.
25. That the N.O.C. from Chanty Commissioner shall not be submitted before C.C.
26. That the N.O.C. from C.F.O. shall not be submitted before C.C.
27. That the Registered UT not misuse the pocket terrace shall not be submitted before C.C.
28. That the Registered UT to made the contravering toilets water proof shall not be submitted before C.C.
29. That the Registered UT not to claim any near by compensation in the from of TDR or otherwise for designation of reservation of any time in future shall not be submitted before C.C.
30. That the Registered UT not avail additional F.S.I. as per D.C. Regn. 33(2) is further shall not be submitted before C.C.
31. That the requisite Bank Guarantee for faithful compliance of the conditions mentioned in D.P. permission letter w/No. CHE /3864/DPC dated 8.2.2003 shall not be deposited before C.C.
32. That the Agreement with M.C.G.M. agreeing to all the conditions in D.P. permission letter w/No. CHE/3864/DPC dated 5.2.2003 shall not be submitted before C.C.
33. That the N.O.C. from Education Dept. for preservation of existing structures shall not be submitted.

B) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C. OF SUPER STRUCTURE :



FOLLOWING GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE GRANTING O.C.C. TO ANY PART OF THE PROPOSED BUILDING :

That the conditions mentioned in the clearance under No. G.U.L.C./D. III/22/7250 dated 7.2.2005 obtained from Competent authority under U.L.C & R. Act, 1976 will not be complied with.

That the dust-bin will not be provided as per C.E.'s circular No. CE9297/11 of 25-6-1978.

That the surface drainage arrangement will not be made in consultation with E.E.(SND) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C.

That 10'-0" wide paved pathway upto staircase will not be provided.

That the surrounding open spaces, parking spaces and terrace will not be kept open and un-built upon and will not be leveled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.

That the name plate/Board showing Plot No., name of the building etc. will not be deployed at a prominent place.

That the parking spaces shall not be provided as per D.C. Regulation No.36.

That B.C.C. will not be obtained and I.C.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.

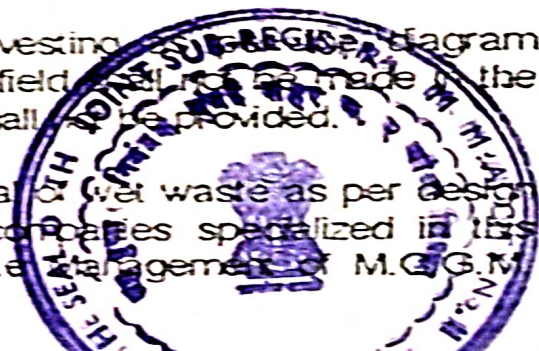
That the N.O.C. from Inspector of Lifts, P.W.D., Maharashtra, will not be obtained and submitted to this office.

That the Drainage completion certificate from E.E.(S.P.)(P&D)City for provision of Septic Tank/Soak pit will not be submitted.

That every part of the building construction and more particularly overhead tank will not be provided as with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc.

2. That the provision of Rain Water Harvesting diagram proposed by approved consultant in the field will not be made in the satisfaction of Municipal Commissioner shall not be provided.

3. That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid waste management of M.G.C.M. shall not be provided.



MUNICIPAL CORPORATION OF GREATER MUMBAI

Ex. Eng. Bldg. Porposal (City) - I

FORM 'A'

'E' Ward Municipal Offices 3rd Floor,
10 S. K. Hafizuddin Marg, Byculla,

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

NO. EEBPC / 9572 / E / A of 1115104

COMMENCEMENT CERTIFICATE

S.Y. Nirben & Nisar

CA to owner

S. Sagar Classic Clare Rd

Byculla M'BAI - 08

With reference to your application No. 750 dated

16/10/83 for Development Permission and grant of Commencement Certificate

under Section 44 and 69 of the Maharashtra Regional and Town planning Act, 1966, to carry

out development for prop. development bldg. with bank staff

Quarters for Bank & residential flats on plot C.S.No. 1484 Byculla

and building permission under section 346 of the Bombay Municipal Corporation Act, 1888, to erect

a building in Building No. _____ on Plot No./C.S.No./C.T.S. No. 1484 Division/

Village/Town Planning Scheme No. _____ Situated at Road / Street

J.J. Rd, Ward E the Commencement

Certificate/ Building permit is granted on the following conditions:-

1) The land vacated in 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.

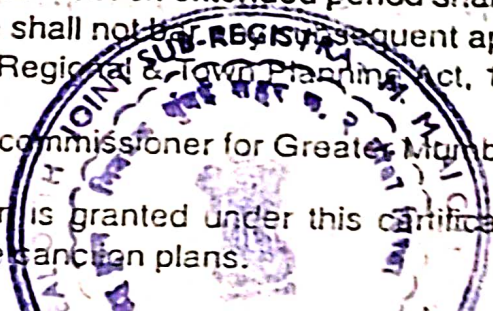
The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.

This permission does not entitle you to develop land which does not vest in you.

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 subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.

This certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai, 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.



Conditions of this Certificate shall be binding not only on the applicant but on his heirs, executors, administrators and successor and every person deriving title through or under him.

Municipal Commissioner has appointed Shri. R.G. Sharma
Engineer, to exercise his powers and functions of the Planning Authority under section 45
Act. This c.c is granted upto plinth for phase I
Commencement Certificate is valid upto 10/5/05

For and behalf of Local Authority
The Municipal Corporation of Greater Mumbai.

R.G. Sharma
Assistant Engineer
Building Proposals (City)/(R&R)

For MUNICIPAL COMMISSIONER FOR GREATER MUMBAI.

EB/9572/ETA dt. 13/1/05

This c.c is endorsed as per amended plan approved
12/1/05 and further extended for G+11 + St. (P)
on upper floors.

EB/9592/ETA dt. 18/2/05 R.G. Sharma
AECBPX-IV 13.1.05

This c.c is further extended upto 9th floor top slab

EB/9572/ETA dt. 4/3/05 R.G. Sharma
AECBPX-IV 1/3/05

This c.c is further extended upto 18th floor top slab

EB/9572/ETA dt. 15/10/2005 R.G. Sharma
AECBPX-IV 15/10/05

This c.c is granted upto 20th floor. e. entire work:



R.G. Sharma
AECBPX-IV 15/10/05

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AAACN5032E



नाम /NAME

NINA FARMS PVT LTD

निगमन/बनने की तिथि /DATE OF INCORPORATION FORMATION

14-10-1996

R. Shrinani

आयकर निदेशक (पद्धति)

DIRECTOR OF INCOME TAX (SYSTEMS)

TRUE COPY

Shree

**KAZI & COMPANY,
ADVOCATES**

**6, Sagar Classic, Clare Road,
Byculla, Mumbai-400 008.**



कार्ड लेख संख्या: /PERMANENT ACCOUNT NUMBER

AAAPN27540

नाम /NAME

SABIR YASIN NIRBAN

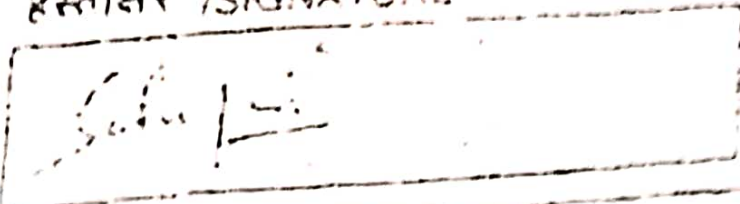
पिता का नाम /FATHER'S NAME

YASIN GANI NIRBAN

जन्म तिथि /DATE OF BIRTH

09-05-1966

हस्ताक्षर /SIGNATURE





आपका निदेशक (व्यक्ति)

DIRECTOR OF INCOME TAX SYSTEMS

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
ABWPN6933C



नाम /NAME
NASEEM SABIR NIRBAN

पिता का नाम /FATHER'S NAME
HAJI ABDULRAZZAK MOULASUX
MALNAS

जन्म तिथि /DATE OF BIRTH
20-10-1972

हस्ताक्षर /SIGNATURE

DR. N. S. NIRBAN

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



दुय्यम निबंधकः
मुंबई शहर 2 (वरळी)

दस्त गोषवारा भाग-1

नमड2
दस्त क्र 11362/2006
५३

11362/2006

रः करारनामा

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

पक्षाचे नाव व पत्ता
र यासीन नीरवान
प्लॉट नं: 292
अब्दुल रहेमान स्ट्रीट
मु

लिहणी घेणार

वय 40
सही

Handwritten signature



ए ए ए पी एन

सीम सबीर नीरवान
प्लॉट नं: वरीलप्रमाणे
नाव -
तः -

लिहून घेणार

वय 34
सही

Handwritten signature: HENIRBAH



ए बी डब्ल्यु पी एन 6933 सी

मीना फार्मस प्रा लि तर्फे नीसार काजी
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स्ताः -
नाव सागर क्लासिक
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08

लिहून देणार

वय 44
सही

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सह दुय्यम निबंधक
मुंबई शहर क्र. १.

