

3301

IDBI BANK

Customer's Copy Sr.No. 2850

Deposit Bx. Date

Pay to : Accl. No. 00437200010024-Idbi bank AC stamp duty

Type of Document	Special Adhesive
Type of Stamp	Rs. 63175
Franking Value	Rs. 10
Service Charges	Rs. 63185
Total	Rs. 63185

Name of stamp duty paying party

Mr. Tajal D. Parikh  
Mrs. Mohammed Asif Tajal  
Parikh

Cheque / DD. No. 016285

Drawn on Bank Central Bank of India

Signature of Purchaser

(For Bank's Use only)

DC No. Date:

Franking Sr. No. N P Branch

Franked on

Authorized Bx (Sign, Name & Em)

05 AUG 2006

From Cont No.

Please sign the designation printed below

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DEED OF ALLOTMENT

Articles of Allotment made at Mumbai this 7<sup>th</sup> day of December, 2006 Between **DÉCOR REAL ESTATE PRIVATE LIMITED**, having their address at 100, Sant Savta Marg, Mumbai - 400 010, hereinafter called as "The Owner/Developer" ( which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors and administrators of the ONE PARTY

Industrial Development Bank of India Ltd. Maharashtra Court A Wing, 2nd Floor, Nariman Point, Mumbai-400021.

D-5/STP/W/C.R. 1307/03/05-1029-1032



*[Handwritten signature]*  
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Authorized Signatory

For Industrial Development Bank of India Ltd.

INDIA 75366  
175507  
R. 00631751-PB5280  
STAMP DUTY MAHARASHTRA  
14:31

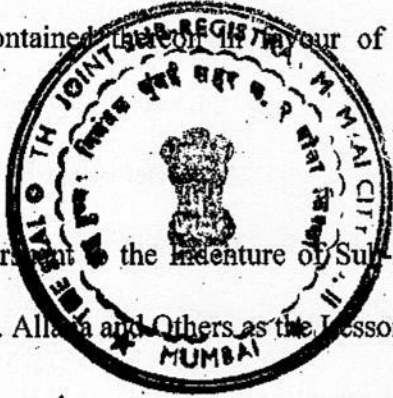
*And*

**DÉCOR REAL ESTATE PRIVATE LIMITED, for Mr. Iqbal A. Parekh**

**And Mr. Mohammed Asif Iqbal Parekh,** both adults, Indians, Inhabitant of Mumbai, residing at 8-Dilshad Bldg., Gr. Flr., R. No. 2, Motlibai Street, Agripada, Mumbai – 400 011, hereinafter referred to as **“The Shareholders/ Allottees”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrations) of the OTHER PART.

**WHEREAS** pursuant to the Indenture of Lease, dated. 15<sup>th</sup> April 1915, registered at the Office of the Sub-Registrar of Assurances at Bombay under Serial No. 1483-A, The Secretary of State for India in Council demised all that piece or parcel of Government Land admeasuring 9655 Sq. Yards bearing Collectors New No. 17119 and New Survey No. 3/3508, 3A/3508 and 1B/3509 for a term of 99 years commencing from 4<sup>th</sup> October 1911 subject to the conditions and covenants contained therein in favour of one Ramchandra Balam Nayak.

**AND WHEREAS** pursuant to the Indenture of Sub-Lease, dated. 26<sup>th</sup> April 1947, One Fazalbhoy D. Allana and Others as the Lessors demised by



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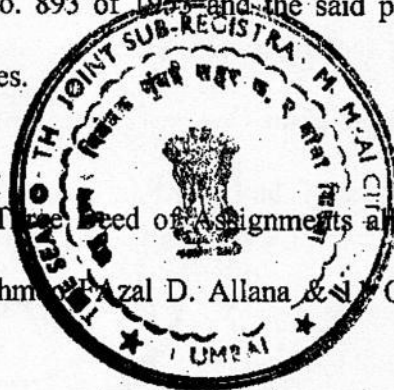
way of Sub-lease unto one Gulamhusein Kassambhao Keshavji and 2 Others a portion of land from estate bearing C. S. No. 1/1900 of Byculla Division for the monthly rent and on the terms and conditions stated therein.

**AND WHEREAS** pursuant to the Indenture of Sub-Lease, dated. 15<sup>th</sup> October 1947, One Fazalbhoj D. Allana and Others as the Lessors demised by way of Assignment unto one Gulamhusein Kassambhao Keshavji and 2 Others a portion of land from estate bearing C. S. No. 1/1900 & 2/1900 of Byculla Division for the monthly rent and on the terms and conditions stated therein.

**AND WHEREAS** a suit has been filed by Fazalbhoj D. Allana and Others against the said Ramchandra Balaram Nayak claiming that they entitled to the leasehold rights and interest in the said property.

**AND WHEREAS** subsequently the linier descendants of the said Fazalbhoj D. Allana and Others acquired the Leasehold rights in the said property by virtue of the Consent Decree dated. 23<sup>rd</sup> April 1959, passed by the Hon'ble High Court in the Suit No. 893 of 1959 and the said property was mutually divided amongst themselves.

**AND WHEREAS** by the Transfer Deed of Assignments dated. 15<sup>th</sup> June 1995, the Assignors Shri. Rehman, Fazal D. Allana & Others, have



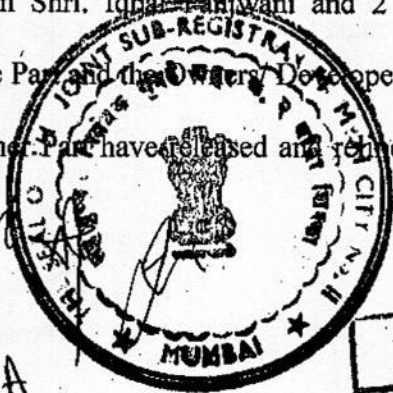
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assigned and transferred to Décor Real Estate Pvt. Ltd., for the consideration mentioned therein their residual leasehold rights in respect of all that piece or parcel of land bearing C. S. No. 1900, 1/1900 & 2/1900 of Byculla Division, situated at Dr. Anand Rao Nair Road, Agripada, Mumbai more particularly described in the First Schedule hereunder written together with the building structure standing thereon in occupation and possession of the tenants/occupants which are duly registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BBE/ 3020/ 1995, BBE/ 3021/ 1995, BBE/ 3022/ 1995.

AND WHEREAS by surrender of Sub-Lease dated. 23<sup>rd</sup> April 2003, made between Shri. Iqbal Panjwani and 2 Others therein called the Releasors of the One Part and the Owners/ Developers herein, therein called the Releasees of the Other Part have released and relinquished all their right, title and interest in the property bearing C. S. No. 1/1900, 2/1900 to the Owners/ Developers for the consideration mentioned therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BBE.1/ 3406/ of 2003.

AND WHEREAS by another surrender of Sub-Lease dated. 23<sup>rd</sup> April 2003, made between Shri. Iqbal Panjwani and 2 Others therein called the Releasors of the One Part and the Owners/ Developers herein, therein called the Releasees of the Other Part have released and relinquished all their right, title



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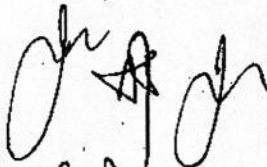
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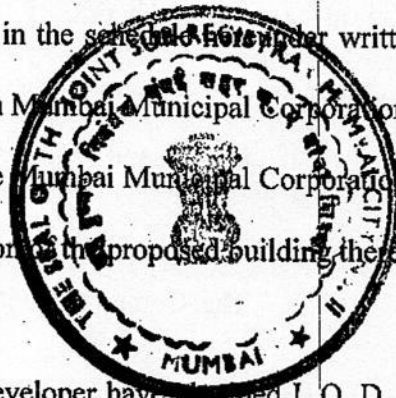
and interest in the property bearing C. S. No. 1/1900, 2/1900 to the Owners/ Developers for the consideration mentioned therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BBE.1/ 3407/ of 2003.

**AND WHEREAS** by virtue of the said Three Deed of Assignments and Two Surrender of Sub-Lease the Décor Real Estate Pvt. Ltd., seized and possessed of or otherwise well sufficiently entitled to all that piece or parcel or land bearing C. S. No. 1900, 1/1900 & 2/1900 of Byculla Division, situated at Dr. Anand Rao Nair Road, Agripada, Mumbai together with the building structure standing thereon in occupation and possession of the tenants/ occupants (herein after referred to as the said property).

**AND WHEREAS** the Owners/ Developer have decided to develop the said property more particularly described in the schedule hereunder written as per the plan to be sanctioned by the Brihan Mumbai Municipal Corporation and submitted the building proposal plan to the Mumbai Municipal Corporation and have applied for I. O. D. for the construction of the proposed building thereon.

**AND WHEREAS** the Owners/ Developer have obtained I. O. D. from Brihan Mumbai Municipal Corporation on 16/08/2002 bearing No. EEBPC/

  
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8880/ E/A and have further obtained Commencement Certificate dated.  
04/07/2003.

**AND WHEREAS** the Owners/ Developer have obtained permission from Additional Collector under N. O. C. No. CSLR/ MS-2/ T2/ 04/ 2004/ 2654 and from the Competent Authority under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 under N. O. C. No. C/ ULC/ D-III/ 22/ 7682 dated. 21/05/2004.

**AND WHEREAS** the title of the under mentioned property has been investigated by M/s. Gaonkar & Co. Advocates & Solicitors and the Title Clearance Certificate has been issued by them to the Owners/ Developers of the said property which is hereto annexed.

**AND WHEREAS** all the relevant documents and permissions showing the nature of the title of the Owners to the land on which the building is constructed are annexed hereto and are as under:-

- 1) I. O. D. and Commencement Certificate collectively as Annexure "A".
- 2) Property Card & C. S. Plan as Annexure "B".
- 3) The Common amenities to be provided in the building as Annexure "C".
- 4) Title Certificate as Annexure "D".



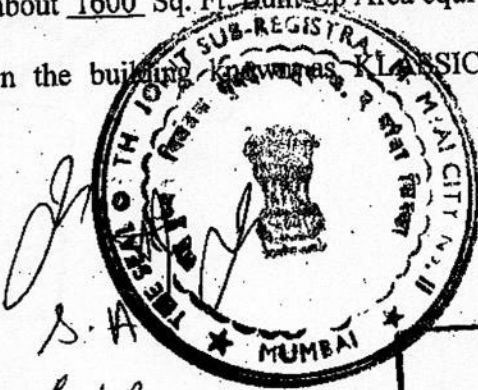
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AND WHEREAS the Owners/ Developers have decided to construct the building comprising of residential flats/ commercial premises/ units/ garages with a view to retain the area of 7600 Sq. Ft. Carpet Area equivalent to 9120 Sq. Ft. Built Up along with Ten Car Parking Spaces in the newly constructed building known as KLASSIC TOWER on the said property for the Owners/ Developers and to allot them, to the shareholders, and their legal heirs by executing Deed of Allotment and the balance area to be sold on the ownership basis by executing Agreement For Sale as per the terms and conditions set out therein.

AND WHEREAS by resolution dated. 07/08/2006 the Owners/ Developers have resolved to retain the area of 7600 Sq. Ft. Carpet Area equivalent to 9120 Sq. Ft. Built Up on the 32<sup>nd</sup> Floor, 33<sup>rd</sup> Floor, 34<sup>th</sup> Floor, 35<sup>th</sup> Floor, along with Ten Car Parking Spaces in the newly constructed building known as KLASSIC TOWER on the said property and that the said retain area shall be allotted to the shareholders and their legal heirs.

AND WHEREAS by resolution dated. 07/08/2006 the Owners/ Developers have allotted Flat No. 3301 on the 33<sup>rd</sup> Floor, B Wing, admeasuring about 1600 Sq. Ft. Built-Up Area equivalent to 148.6 Sq. Mtrs., (Built Up), in the building known as KLASSIC TOWER, situate at Dr.



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Anandrao Nair Road, Agripada, Mumbai - 400 011, to the Shareholders/  
Allottees.

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

- 1) Recitals stated hereinabove from an integral part of this agreement as if the same are incorporated herein stratum.
- 2) The Shareholders/ Allottee has/ have been allotted the residential Flat bearing Flat No. 3301 on the 33<sup>rd</sup> Floor, B Wing, admeasuring about 1600 Sq. Ft. Built Up Area equivalent to 148.6 Sq. Mtrs., (Built Up), in the building known as KLASSIC TOWER, situate at Dr. Anandrao Nair Road, Agripada, Mumbai - 400 011, ( herein after referred to as said premises ).
- 3) It is expressly agreed that the Shareholders/ Allottee shall have the exclusive right only to the extent of the said premises by virtue of this Deed.

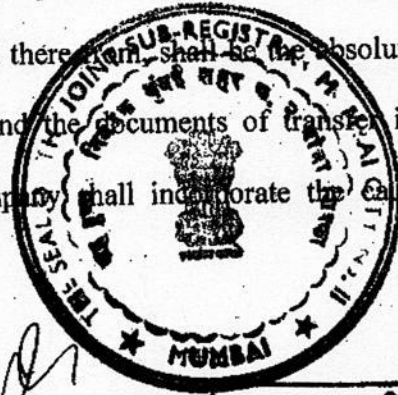
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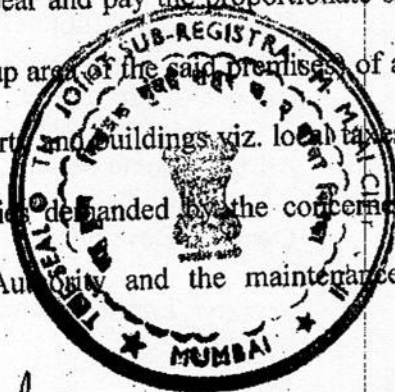
4) The Shareholders/ Allottee agrees and gives his/ her/ their irrevocable consent to the Owners/ Developers to use the available FSI or the additional available FSI or the FSI that may be available in case of the transfer of development rights or such of other rights as permitted by the authorities concerned and which may be available in respect of the said lands or other lands at any time in future or to make to amendments / alterations in the sanctioned plan as may be permitted by the authorities concerned and such additional FSI, additions, alterations, and additional structures or units shall be the sole property of the Owners/ Developers who shall be entitled to deal with or dispose of the same in the manner in which they deem to be fit. The Shareholders/ Allottee shall not be allowed to use the terrace and the parapet walls of the terrace which will be the exclusive property of The Developers who shall be entitled to use the said terrace for raising up any structures for putting up advertisements but shall not object to the access thereto the Society/ Limited Company that may be formed by the Purchaser/s and the Shareholders/ Allottee of the premises in the said building for the purpose of carrying out repairs if there is any leakage from the terrace. All the income derived therefrom shall be the absolute income of the Owners/ Developers and the documents of transfer in favour of the Society/ Limited Company shall incorporate the causes which shall permit.



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- 5) The Owners/ Developers shall give possession of the said premises to the Shareholders/ Allottee on or before 31<sup>st</sup> day of December, 2007 subject to the availability of steel and/or cement or any such building material and subject to war, civil commotion or any act of God or any prohibitory order of any court against the development of property that are beyond the control of the Owners/ Developers. The Owners/ Developers shall not be responsible if the delay is due to genuine technical difficulties in development of property.
- 6) The Shareholders/ Allottee shall use the said flat or any part thereof only for residential and for the lawful purpose as permitted by the concerned authorities and shall use the parking space (if any) allotted only for the purpose of parking the vehicle and not for any other purpose.
- 7) The Shareholders/ Allottee further agrees and accepts that from the date of the said premises being ready for possession, the Shareholders/ Allottee shall be liable to bear and pay the proportionate share (i. e. in the proportion to the built up area of the said premises) of all outgoings in respect of the said property and buildings viz. local taxes, betterment charges or such other levies demanded by the concerned authorities and/or the Government Authority and the maintenance charges in



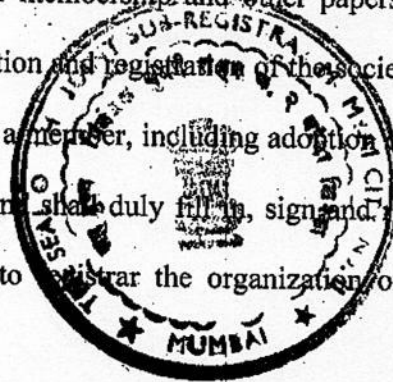
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respect of common amenities which includes water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s.

8) After completion of the said building on the said property and after the Owners/ Developers have received the purchase price of all the premises and all other amounts payable by the purchasers thereof under the respective agreements, the Owners/ Developers shall form and register a Co-operative Housing Society or an Association of Apartment Owners or a society or a limited company as may be decided by the Owners/ Developers may decided and which will be approved by the Registrar of Co-operative Societies or the Registrar of Companies within the period of one year subject to the necessary compliances of the Purchasers and the Shareholders/ Allottee.

9) The Shareholders/ Allottee shall from time to time sign and execute the application for registration and for membership and other papers and documents necessary for the formation and registration of the society or limited company and for becoming a member, including adoption of the bye-laws of the proposed society and shall duly fill up, sign and return them to the Owners/ Developers to register the organization of the



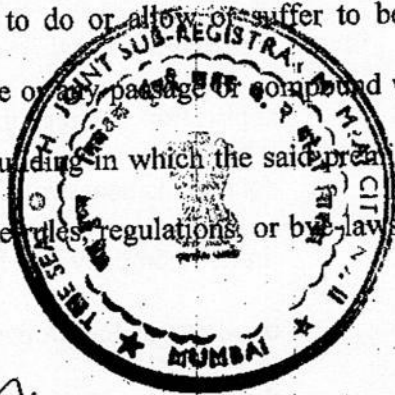
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purchasers and the Shareholders/ Allottee. No objection shall be taken from the purchasers and the Shareholders/ Allottee. If any charges or modification are carried out in the draft bye-laws or the Memorandum and/or Articles of Association as and when required by the Registrar of Co-operative Societies.

10) After the registration of Association/ Society/ Limited company The Owners/ Developers shall transfer to the Association/ Society/ Limited company all the rights, title and interest of the Developers in the said property together with the building thereon by executing the necessary Deed of Conveyance in favour of the Association/ Society/ Limited company as the case may be and such Deed of Conveyance in accordance with the terms and provisions of the Agreement executed between the purchasers and the Shareholders/ Allottee.

11) The Shareholders/ Allottee shall maintain the said premises at his/her/their own cost in good condition from the date of possession of the said premises and shall not to do or allow or suffer to be done anything in and or to the staircase or any passage or compound wall of the building or any part of the building in which the said premises are situated which may be against the rules, regulations, or bye-laws of the



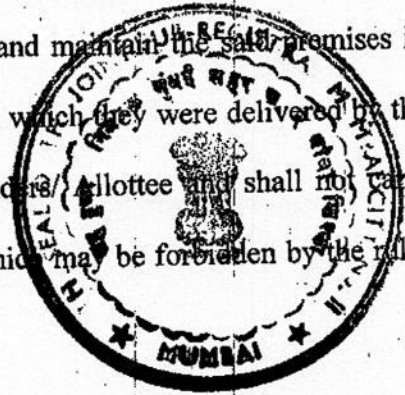
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concerned local or any other authority or change, alter or make addition in and or to the buildings in which the said premises are situated.

12) The Shareholders/ Allottee shall not store in the said premises any goods which are of hazardous, combustible or of dangerous nature or are so heavy so as to damage the construction or structure of the building in which the said premises are situated or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passage or lift or any other structure of the buildings in which the said premises are situate including entrances of the building and in case of any damage caused to the building on account of negligence or default of the Shareholders/ Allottee in this behalf, the Shareholders/ Allottee shall be liable to pay or make good the damage incurred or caused due to the default of the Shareholders/ Allottee.

13) The Shareholders/ Allottee shall carry out at his/her/their own cost, all internal repairs to the said premises and maintain the said premises in the same condition, state and other in which they were delivered by the Owners/ Developers to the Shareholders/ Allottee and shall not carry out any work in the said premises which may be forbidden by the rules



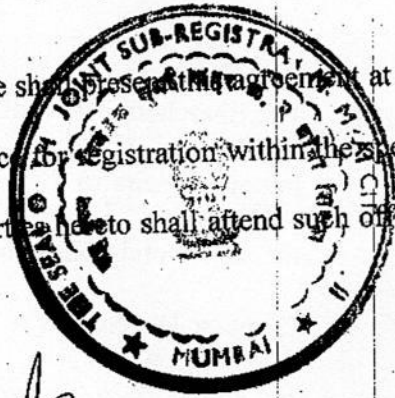
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and regulations and bye-laws of the concerned local authority or other public authority which may endanger the premises above or below the said premises.

- 14) The Shareholders/ Allottee shall observe and perform all the rules and regulations which the Association/ Society/ Limited company may adopt from its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building and the premises therein and for the observance and performance of the building rules and regulations and bye-laws for the time being of the concerned local authorities and Government and other public bodies. The Shareholders/ Allottee shall also observe all the stipulations and conditions laid down by the Association/ Society/ Limited company regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings payable by him/her/them in accordance with the terms of the agreement.

- 15) The Shareholders/ Allottee shall present the agreement at the Office of the Sub-Registrar Assurance for registration within the specified period for registration and the parties hereto shall attend such office and admit execution thereof.



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16) The Shareholders/ Allottee hereby declares that he/she/they has gone through the Agreement and all the documents related to the said property and the said premises purchased by the him/her/them and has expressly understood the contents, terms and conditions of the same and the Shareholders/ Allottee after being fully satisfied has entered into this Agreement.

**: SCHEDULE ABOVE REFERRED TO :**

ALL THE LEASEHOLD right, title and interest as Lessees in all that piece and parcel of Government Lease Hold Land or ground, situate, lying and being at Dr. Anandrao Nair Road, Agripada, Mumbai - 400 011, bearing Cadastral Survey No. 1900 of Byculla Division, admeasuring about 4047.41 Sq. Mtrs., of Government Leasehold tenure within the Registration Sub District and District of Mumbai City and admeasuring about 2358.71 Sq. Mtrs., or thereabouts TOGETHER WITH the Two Buildings standing thereon called as ALLANA MANSION AND ALLANA COTTAGE assessed under the Municipal Ward No. E-4453(3) AND 4454(1) AND E-4454(7) respectively and bounded as follows:-

On or towards East. :- By Dr. Anandrao Nair Road,

On or towards West. :- By property bearing C. S. No. 2/1888 of Byculla Division,



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On or towards North. :- By property bearing C. S. No. 2/1900 of  
Byculla Division,

On or towards South. :- By property bearing C. S. No. 2/1887 of  
Byculla Division,

And referred to herein above as the said property and shown bounded by red  
coloured boundary line on the plan annexed hereto.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR  
RESPECTIVE HANDS AND THE SEAL ON THE DAY AND THE YEAR  
FIRST HEREINABOVE MENTIONED.

SIGNED, SEALED & DELIVERED >

By the withinnamed >

"OWNERS/ DEVELOPERS" >

M/S. DÉCOR REAL ESTATE PRIVATE LIMITED >

Through their: 1) Parvatesh P. Parvath > Parvatesh Parvath

DIRECTORS 2) Shahens A. Motiwala > Shahens Asif

In the presence of .... 3) Mohammed P. Parvath >



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SIGNED, SEALED AND DELIVERED >

By the within named >

**M/S. DÉCOR REAL ESTATE PRIVATE LIMITED>**

**"SHAREHOLDER/ALLOTTEE" >**

**Mr. Iqbal A. Parekh,** >

**Mr. Mohammed Asif Iqbal Parekh,** >

In the presence of ..... >

*[Handwritten signatures]*



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

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

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

MRRO/8880/3/A. of  
No. E.B./CE/ BS/A

of 2002 - 2003

MEMORANDUM

M/s. Decor Real Estates Pvt.Ltd.  
Owner,

Municipal Office,  
Mumbai 16/8/02 200

With reference to your Notice, letter No. 1433 dated 30.3.2002 and delivered on 30.3.2002 and the plans, Sections Specifications and Description and further particulars and detail of your building at Dr. A. Hain Road, G.S.No. 1900 of Byculla Divn. furnished to me under your letter, dated 11.1.2002 I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended upto-date; my disapproval by thereof reasons :-

**A) 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 starting the work as per D.C. Regulation No.39(27).
3. That the low lying plot will not be filled upto a reduced level of atleast 92 T.H.D. or 6" above adjoining road level whichever is higher with surum, earth, boulders etc. and will not be levelled, rolled consolidated and sloped towards road side, before starting the work.
4. That the specifications for layout/D.C./or access roads/development of setback land will not be obtained from E.S. 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.V.D., the completion certificate will not be obtained from E.S.(R.C.)/E.S.(S.V.D.) of City before submitting Building Completion Certificate.
5. That the Structural Engineer will not be appointed. Supervision done as per Appendix XI (Regulation 5(3)(ix)) will not be submitted by him.
6. That the structural design 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 not be submitted before O.C.



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I.A. Rarekh

To be True Copy

2(a)

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

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the ..... 15th day of August 2008 but not so as to contravance any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

Certified  
I.A. Hirekh  
No be file copy

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 By-laws for the Greater Mumbai Municipal Corporation...~~

~~the person who shall be liable for the cost of the work shall be the person who shall be liable for the cost of the work...~~

~~the person who shall be liable for the cost of the work shall be the person who shall be liable for the cost of the work...~~

~~the person who shall be liable for the cost of the work shall be the person who shall be liable for the cost of the work...~~

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant; to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.

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

(6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Mumbai Municipal Act.

(7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

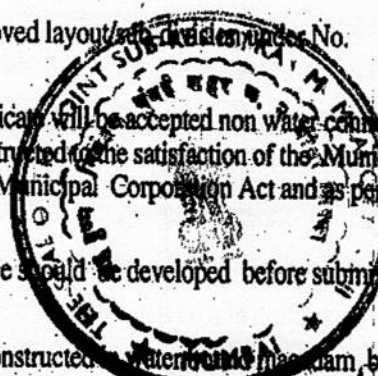
Attention is drawn to the notes Accompanying this Intimation of Disapproval.

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[Signature]

NOTES

- (1) The work should not be started unless objections are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner/ architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- (11) The application for sewer streer connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.
- (12) All the terms and conditions of the approved layout/plan under No. \_\_\_\_\_ of \_\_\_\_\_ should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purpose) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Mumbai Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed with water cut off masonry dam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting, lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in Concrete having broken glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.



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I.A. Parekh  
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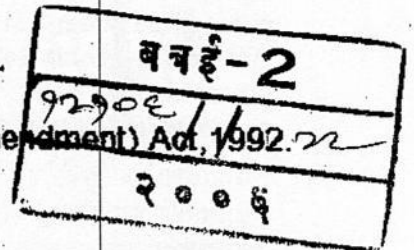
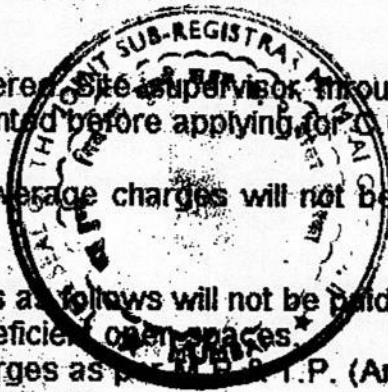
- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing commissioner under Section 13 (h) (H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plane should not be taken up in hand unless the City Engineer is satisfied with the following :-
- (i) Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the area in occupation of each.
  - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
  - (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 m
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of a lock and the washing pipes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfictions each not exceeding 1.5 mm. in diameter. the cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladde. upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed an its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) ~~(a) Louvers should be provided as required by By-law No. 5 (b).~~  
~~(b) Lintels or Arches should be provided over Door and Window opening.~~  
~~(c) The drains should be laid as require under Section 254 (a).~~  
~~(d) The inner surface of the chamber should be plastered inside and outside.~~
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.

10/06/1965  
 10 06 1965 JULY  
 10 06 1965 JULY  
 10 06 1965 JULY

Executive Engineer, Building Proposals  
 (City) II  
 Zones ..... Wards.

16/8/20

7. That the regular /sanctioned /proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/E.E.(T&C)/E.E.(D.P.)/D.D.L.R. before applying for C.C.
8. That the sanitary arrangements shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.
9. 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 requirement of N.O.C. of Chief Fire Officer, B.E.S.T. will not be obtained and the requisitions, if any, will not be complied with before occupation certificate/B.C.C.
13. That the basement will not comply with the Basement Rules and Regulations and Registered Undertaking for not misusing the basement will not be submitted before C.C.
14. That the Regd. Undertaking for compliances of conditions mentioned in the release letter of E.E.D.P. under No. CHE/2574/DPC/ dated 6.6.2002 will not be submitted.
15. That the qualified/Registered Site Supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.
16. That extra water and sewerage charges will not be paid to A.E.W.W. E-Ward before C.C.
17. That the premium/deposits as follows will not be paid -
  - i) Condonation of deficient open spaces.
  - ii) Development charges as per D.P. (Amendment) Act, 1992.
  - iii) Balcony enclosure fees.
  - iv) Insecticide charges
18. That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be permitted before asking for C.C.
19. That the work will not be carried out strictly as per approved plan and in conformity with the D.C. Regulation in force.
20. That the N.O.C. from Tree Authority shall not be submitted before asking for plinth C.C.



Certified

I.A. Parekh

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21. That the Registered Undertaking shall not be submitted for agreeing to pay the difference in premium paid and calculated as per revised land rates.
22. 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.
23. That the N.O.C. from C.A. (U.L.C.) shall not be submitted.
24. That the N.O.C. from C.F.O. shall not be submitted for the proposed work & sub-station.
25. That the N.O.C. from M.B.R. & R. Board alongwith certified list of tenants of building No. 14-A shall not be submitted.
26. That the N.O.C. from B.E.S.T. for the sub-station shall not be submitted.
27. That the detailed plans of the Municipal hospital building in the 'C' Wing shall not be got approved by M.A.
28. That Registered Undertaking for not misusing part terrace etc. shall not be submitted.
29. That the debris shall not be disposed off at Municipal dumping ground.
30. That the Board giving the details of proposed building alongwith name of the owner, Architect Structural Engineer etc. shall not be displayed on site.
31. That the phase programme for the proposed work shall not be got approved from this office.
32. That the amended plan shall not be got approved as per the exact surplus area certified by MHADA.

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

1. That the plinth dimensions shall not be got checked from this office before asking for further C.C. beyond plinth.
2. That Structural stability certificate through Regd. Structural Engineer regarding stability of constructed plinth shall not be submitted before asking for C.C. beyond plinth.

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I.A. Parekh  
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No. EB/8880/E/A

16/8/20

Copy to :- 1) Shri I.A. Parekh,  
Architect.

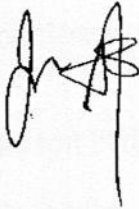
2) Asstt. Commissioner "E" Ward.

3) A.E.W.W. "E" Ward.

4) A.A. & C. "E" Ward.

5) The Chief Officer,  
M.B.R.R. Board.

  
Executive Engineer  
Building Proposals (City) II.





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

1. That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, O.H. Tank, etc. for Maternity Home/Nursing Home, user will not be provided and the drainage system or the residential part of the building will not be affected.
2. That the some of drains will not be laid internally with C.I. Pipes.
3. That the dust bin will not be provided as per C.E.'s circular.No.CE/9297/11 of 26-6-1978.
4. That the surface drainage arrangement will not be made in consultation with E.E.(SWD) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C.
5. That 10'-0" wide paved pathway upto staircase will not be provided.
6. That the surrounding open spaces, parking spaces and terrace will not be kept open and un-built upon and will not be leveled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.
7. That the name plate/Board showing Plot No., name of the building etc. will not be deployed at a prominent place.
8. That carriage entrance shall not be provided.
9. That the parking spaces shall not be provided as per D.C. Regulation No.36.
10. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
11. That the N.O.C. from Inspector of Lifts, P.W.D., Maharashtra, will not be obtained and submitted to this office.
12. That the Drainage completion certificate from E.E.(S.P.)(P&D)City for provision of Septic Tank/Soak pit will not be submitted.
13. 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.
14. That final N.O.C. from MHADA/C.F.O./Tree Authority shall not be submitted before asking for Occupation permission.

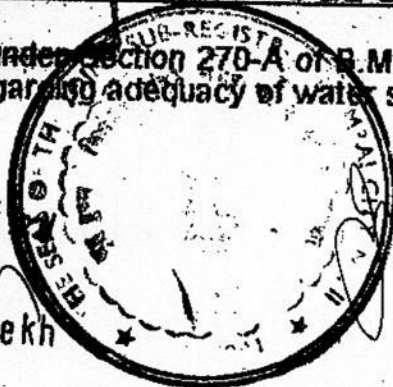
**D) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C. :**

1. That certificate under Section 270-A of B.M.C. Act will not be obtained from H.E.'s Department regarding adequacy of water supply.

Certif

I.A.Parekh

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Executive Engineer  
Building Proposals (City) II

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

NO. EEBPC/ 8880 / E / A of 4/7/2003

COMMENCEMENT CERTIFICATE

To,

M/s Deena Real Estate Pvt Ltd  
(Owner)

100, Sant Savla Marg.

Mumbai Byculla

Sir,

Ex. Eng. Bldg. Municipal (City)  
E' Ward Municipal Office 3rd Floor,  
10 S.K. Hafizuddin Marg. Byculla.  
Mumbai - 400 008.

With reference to your application No. 3277 dated 30/3/02

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. Sed development

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

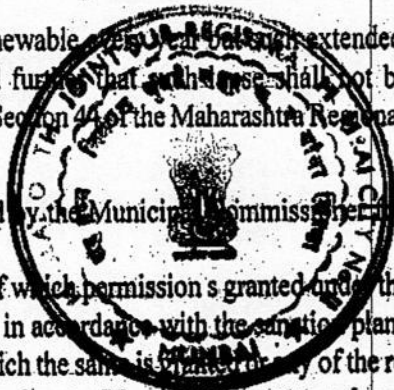
erect a building in Building No. 16-20-A on Plot No./C.S.No./C.T.S. No. 1900

situated at Road/Street Byculla Dim E, Ward

Dr. A. Naik Road 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.
- 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 and the extended period shall be in no case exceed three years; provided further that such extension shall not bar any subsequent application of fresh permission under Section 44 of the Maharashtra Regional & 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 for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresenting 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 Sec.43 & 45 of the Maharashtra Regional and Town Planning Act, 1966.



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Handwritten signatures of the applicant and the official.

Certified  
I.A. Parekh  
To be True Copy

(Gen-983)

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- 7) The conditions of this Certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successor and every person deriving title through or under him.
- 8) The Municipal Commissioner has appointed Shri R. G. Samant Assistant Engineer, to exercise his powers and functions of the Planning Authority under Section 44 of the said Act.

9) This C.C. is granted upto First Level of wing A & B  
 This Commencement Certificate is valid upto 03/07/2009

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

sd

Assistant Engineer  
 Building Proposal (City)(R&R)  
 For MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

EB/8880/EA 4/7/2009

copy to

architect

*[Handwritten signature]*  
 R. G. Samant  
 Assistant Engineer

*[Handwritten initials]*



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2009

Certified  
 I. A. Parekh  
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**SURVEY REGISTER FOR THE TOWN AND ISLAND OF MUMBAI**  
(Prepared under Section 282 of the Maharashtra Land Revenue Act, 1965)

Fed by: Smt. Y. Y. WHITE  
Validated by: Smt. S. R. ...

CELLA  
183  
73

1. Plot No.	2. Name of Street or Locality	3. Street No.	4. Categorical Survey No.	5. Tenure	6. Area in Sq. Yds./Gha.	7. Location Survey No.	8. Collector, New No. Collectors' Book Roll No. 1
394	LANDINGTON ROAD	95 A, 95 B, 97	1960	LEASE-HOLD	C-58: 7312 2/9 HE: 35% .00 C: 3748 2/9 BEFORE C.S. NO. 21/1900 CEE FINE 81 SB: 7965.00 - 2150-C.S. NO. 11/1900 (7507.00) - 2574-C.S. NO. 2/1900 (3961.00) - 1140-C.S. NO. 3/1900 ( 2821.00 ) SB: METERS 2384.71 IF + 1894.36 YD. COL 17 1563.07	1115007-30/7500-3/7500	17119 (1-101-3)

*[Handwritten Signature]*



12. Evaluation of Title

7. Ground Rent Ass. No. Cont.	10. Name of Person in Possession	11. Date of Acquisition by Present Owner
1117-8 - 131.6.4	(A)-THE SECRETARY OF STATE FOR INDIA IN COUNCIL -UNSEEN-	(A)-15-10-1965
(102.10.4) RS. 10. 982.65	(B)-SPTAL RESERVES-ALLAHABAD-DEED ON 15-4-1952 C-DESWAI GULAMHUSEIN ALLAHABAD-DEED ON 16-10-1952 D-YUSUF GULAMHUSEIN ALLAHABAD-DEED ON 16-3-1952 E-SHARAFUDDIN ALI-DEED ON 1-11-1975 (UNSEEN)	(B)-CERTIFICATE OF TITLE DEED ON 15-10-1965 (C)-DEED ON 15-10-1965 DEED ON 15-10-1965 DEED ON 15-10-1965 PROPERTY BEING U.S. NO. 608 OF MALABAR HILL 1965 'E', 'F', 'G', 'H', 'I', 'J', 'K', 'L', 'M' HAVE ALLOTTED THIS PROPERTY VIDE N.R. NO. 91/2003
	(C)-G-CHANDI TAZAL ALLAHABAD H-CHANDI TAZAL ALLAHABAD I-CHANDI TAZAL ALLAHABAD J-CHANDI TAZAL ALLAHABAD K-CHANDI TAZAL ALLAHABAD L-CHANDI TAZAL ALLAHABAD M-CHANDI TAZAL ALLAHABAD N-CHANDI TAZAL ALLAHABAD O-CHANDI TAZAL ALLAHABAD	(C)-15-10-1965 OF 'E', 'F', 'G', 'H', 'I', 'J', 'K', 'L', 'M' IN COL. 10 AND DEED ON 1-11-1975 HER UNDIVIDED SHARE BEHEAVENTED TO 'E', 'F', 'G', 'H', 'I', 'J', 'K', 'L', 'M' IN COL. 10 VIDE N.R. NO. 91/2003
	(D)-CHANDI TAZAL ALLAHABAD P-CHANDI TAZAL ALLAHABAD Q-CHANDI TAZAL ALLAHABAD R-CHANDI TAZAL ALLAHABAD S-CHANDI TAZAL ALLAHABAD	(D)-15-10-1965 OF 'E', 'F', 'G', 'H', 'I', 'J', 'K', 'L', 'M' IN COL. 10 AND DEED ON 1-11-1975 HER UNDIVIDED SHARE BEHEAVENTED TO 'P', 'Q', 'R', 'S' IN COL. 10 VIDE N.R. NO. 91/2003
	(E)-CHANDI TAZAL ALLAHABAD T-CHANDI TAZAL ALLAHABAD U-CHANDI TAZAL ALLAHABAD V-CHANDI TAZAL ALLAHABAD W-CHANDI TAZAL ALLAHABAD	(E)-15-10-1965 OF 'E', 'F', 'G', 'H', 'I', 'J', 'K', 'L', 'M' IN COL. 10 AND DEED ON 1-11-1975 HER UNDIVIDED SHARE BEHEAVENTED TO 'T', 'U', 'V', 'W' IN COL. 10 VIDE N.R. NO. 91/2003

*Certified*  
*J.A. Parekh*  
*To be True Copy*

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12. Revolution of Title

11. Mode of Acquisition by Present Owner

SEE UNDIVIDED SHARE BEHEMENDED TO 'D' & 'P' IN COL. 10  
 VIDE H.R. NO. 91/203

(C3)-AS PER WILL DT. 7-4-1975 OF 'H' IN COL. 10 WHO DIED ON 6-6-1975 HIS  
 UNDIVIDED SHARE BEHEMENDED TO 'N' IN COL. 10

(C7)-'T' IN COL. 10 DIED ON 6-8-1973 AND AS PER INSTRUMENT/JUDICIAL  
 ORDER NO. 3028/75  
 UNDIVIDED SHARE CAME TO 'B', 'T', 'U', 'V', 'W' IN COL. 10 AS ONLY  
 LEGAL HEIRS

(C8)-'T' IN COL. 10 DIED ON 8-12-1993 LEAVING BEHIND 'T', 'U', 'V', 'W'  
 AS LEGAL HEIRS  
 ORDER NO. 3028/93  
 VIDE H.R. NO. 87/2003

(C9)-DEED NO. 3028/95) ASSIGNMENT DT. 15-6-1995 FROM 'S', 'T', 'J', 'W',  
 'U', 'V', 'U', 'S', 'T', 'U', 'V', 'W' IN COL. 10 FOR RS. 1,00,000/-  
 VIDE H.R. NO. 98/2003

13. Subsequent Owners

15. Original	14. Subsequent Owners
16. Date	
17. Particulars	
18. Remarks	
	(C) B.E.F. 501-20-11-03, 501-3-12-03 SUPPT. N.C.S.R.L.R.
	(G) 501-20-11-03, 501-3-12-03 SUPPT. N.C.S.R.L.R.

10. Name of Person in Possession of Property

(LESSEES)

(C)-S-CHANDRA SHEKH ALI ALAMI

(LESSEES)-

(F)-T-DANGSHIRJI SULTAN ALAMI  
 U-CAROLINE SULTAN ALAMI  
 Y-CHANDRA SULTAN ALAMI  
 W-CHANDRA SULTAN ALAMI  
 (LESSEES)-

(G)-X-BELIN REAL ESTATE PVT. LIMITED  
 - LESSEES -



13. Original Date from Sect. 11.08

LEASE DT. 15-4-1975 FOR 99 YEARS FROM 7-10-1975

14. Remarks

C.S. NO. 1/1990 VIDE P. 74  
 D/1990 P. 81

AS C.S. NOS. 1/1990 & 2/1990 ARE SUB-LEASES THEIR RESPECTIVE ORIGINAL DEEDS  
 IS ARE INCLUDED IN THE ORIGINAL DEED OF 15.02.49-1 P.A.

FOR C.S. NO. 1/1990 SEE PAGE 25

1- THE C.S. NO. 1/1990 HAS BEEN CHALLENGED AND IT IS NOT YET DECIDED WHETHER  
 AN APPLICATION FOR SETTING ASIDE THE C.S. NO. 1/1990 IS FILED WITH THE MUMBAI  
 APPELLATE COURT. THE APPLICANT HAS REQUESTED THE REGISTRAR TO WITHHOLD THE  
 ORIGINAL DEED UNTIL THE APPELLATE COURT DECIDES THE MATTER.

501-20-11-03, 501-3-12-03 SUPPT. N.C.S.R.L.R.

Name of Applicant: BELIN REAL ESTATE  
 Date of Application: 23/02/2004  
 Fee received: Rs. 3,000.00  
 Date of Issue: 21/02/2004  
 Reference of Issue: 4122020004

Certified  
 To be True Copy  
 I.A. Parekh

92908 / 1 / 2004 - 2



(Rectangular "L" Brackets 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 5161.87 Sq. meters.  
 (FOR INFORMATION THE NUMBER SIXTY THREE FOUR ZERO SEVEN IS THE  
 WHICH HAS BEEN VERIFIED WITH THE ORIGINAL RECORDS AND FOUND CORRECT.)

13/2/04  
 Superintendent  
 Mumbai City Survey and Land Records  
 I.A. Parekh

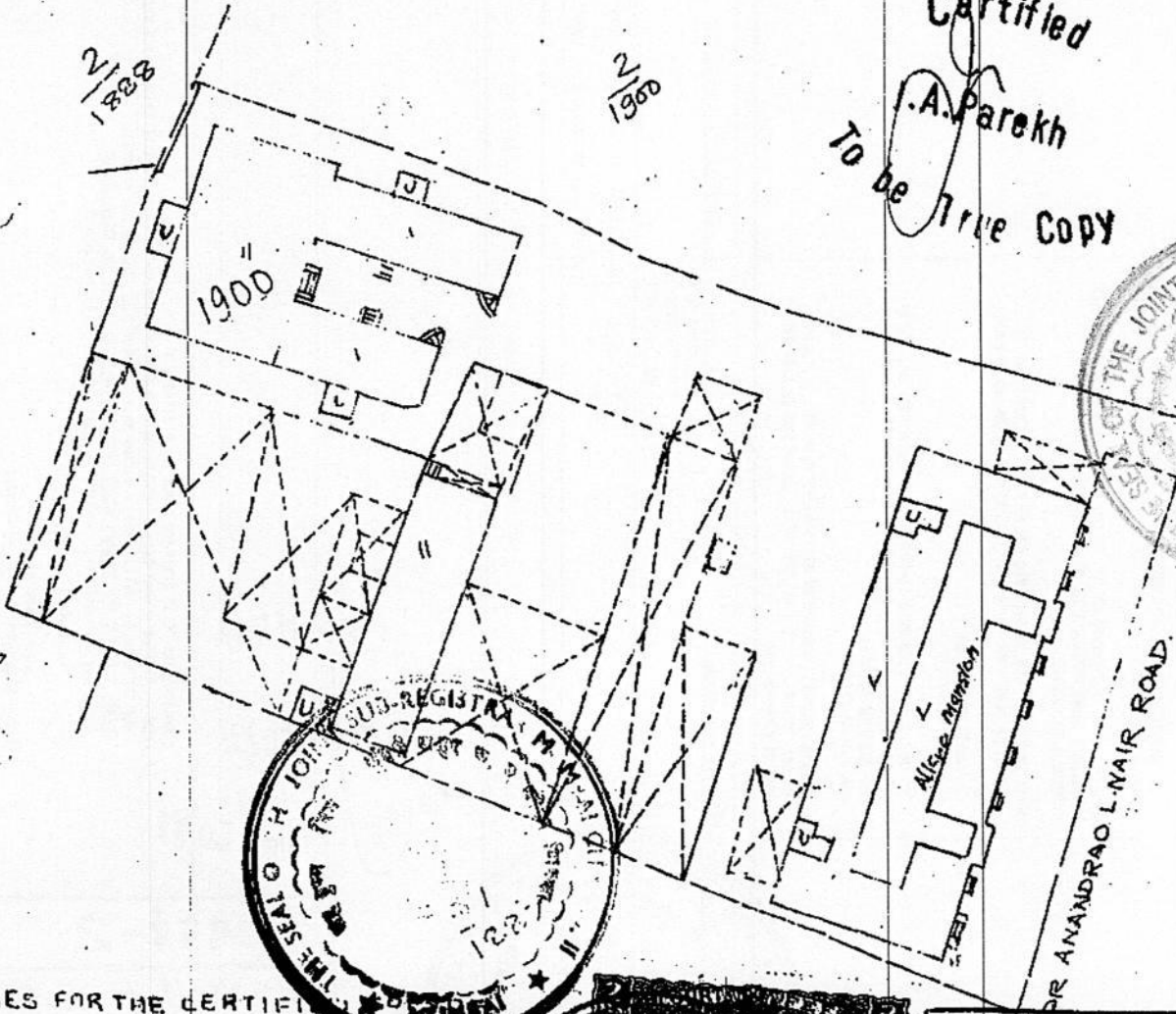
TRUE EXTRACT

FROM  
CADASTRAL SURVEY SHEET NO. 304 (3RD. EDN-1951) (C  
SHOWING  
CADASTRAL SURVEY NO. 1900  
OF  
BYCULLA DIVISION  
SCALE-40 FEET TO 1 INCH.



Name of Applicant	<i>P. A. Parekh</i>
Date of Application	<i>16/11/04</i>
Receipt No.	<i>15312</i>
Date	<i>16/11/04</i>
Date of Issue	.....

Certified  
*A. Parekh*  
To be True Copy



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92902/1-30
000

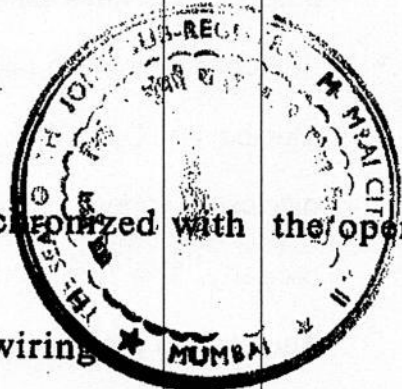
CHARGES FOR THE CERTIFIED  
TRUE EXTRACT OF THE PLAN  
PAID BY: *[Signature]*  
15/11/04  
COMPARED BY: *[Signature]*  
MUMBAI  
DATED 23/11/2004

*[Signature]*  
ASSTT. SUPDT  
CUM CITY SURVEY OFFICER  
NO. 2

*[Signature]*  
SUPERINTENDENT  
MUMBAI CITY SURVEY & LAND RECORDS

**ANNEXURE "C"**  
**A M E N I T I E S**

- \* Anti - Termite treatment for foundation.
- \* Powerhouse generator.
- \* Special well-decorated lift lobbies on all floors.
- \* High Speed lifts.
- \* Enhanced structure safety against earthquakes.
- \* Servant's toilet at each mid landing.
- \* Marble tiles vitrified flooring in the living room, bedrooms.
- \* Anodized aluminum sliding windows.
- \* Granite on kitchen platform.
- \* Intercom systems.
- \* Automatic passage light synchronized with the opening of the main door.
- \* Concealed copper electrical wiring.
- \* Cable T.V. Point in living room and bedrooms.
- \* Telephone point in living room and bedrooms.
- \* Coloured tiles flooring in bathrooms.
- \* Glazed tiles dado up to door height.
- \* Superior quality sanitary fixtures.



बन-2
92902 / 37
२००६

*[Handwritten Signature]*

Certified  
I.A. Parekh  
TO BE TRUE COPY



# GAONKAR & CO.

## ADVOCATES & SOLICITORS

3RD FL., CRESCENT CHAMBERS, 56, TAMARIND LANE, FORT, MUMBAI - 400 001  
PHONE: 2265 6087/ 2265 5143/ 5634 9161

To,

Décor Real Estate Pvt. Ltd.,  
100, Mustafa Bazar, Sant Savta Marg,  
Behind Union Bank, Byculla,  
Mumbai - 400 010.

Ref.: Immoveable properties situated at Anandrao Nair Road, Agri Pada, Mumbai - 400 011, together with building structures standing thereon assessed by the 'E' ward of the Brihan Mumbai Municipal Corporation and within registration Sub-District and District of Bombay City and Bombay Suburban District.

1<sup>st</sup> Bearing Cadastral Survey No.1900, of Byculla Division, admeasuring 2821 Sq.Yds. i.e. 2358.71 Sq.Mtrs.

2<sup>nd</sup> Bearing Cadastral Survey No.1/1900 of Byculla Division, admeasuring 2158 Sq.Yds. i.e. 1804.36 Sq.Mtrs.

3<sup>rd</sup> Bearing Cadastral Survey No.2/1900, at Byculla Division, admeasuring 2821 Sq.Yds. i.e. 2358.71 Sq.Mtrs.

We have under your instructions, investigated the title of Décor Real Estate Pvt. Ltd. having their registered office at 100, Mustafa Bazar, Sant Savta Marg, Behind Union Bank, Byculla, Mumbai - 400 010, in respect of the caption property and have perused the Search Report submitted by you regarding the Searches which are taken from the Office of the Sub-Registrar of Assurances at Mumbai and Bandra and in the Revenue Record. The Search of the Sub-Registrar discloses various documents which are executed in respect of the caption property. The root of the Title relates to Lease dated 15<sup>th</sup> April 1915 from the Secretary of State for India in Council as the lessor to Fazal Dost Ahamad Allana, Esmail Gulam Hussain Allana, Yusuf Gulam Hussain Allana, Shirinbai wife of Fazal Dost Allana as the Trustees and Lessees. Thereafter the Deed of Settlement dated 6<sup>th</sup> August 1926 a Settlement by way of Trust was created in respect of the caption property. In the year 1927 the Trust filed a suit in the

S.K.K.

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Certified

A. Parekh

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Hon'ble High Court bearing NO.221 of 1927 and a Decree for absolute sale was passed on 21<sup>st</sup> November 1929 and the caption properties were transferred in the name of the Trust pursuant to the Judges Order. By Indenture of Sub-Lease dated 26<sup>th</sup> April 1947 a portion of the land being described as Second Property hereinabove was leased to one Gulam Hussain Kasambhai Keshavji, Roshanlal Gulam Hussain Kasambhai, Madanali Kasambhai Keshavji, for the land and subject to the terms and conditions contained therein. By Sub-Lease dated 29<sup>th</sup> August 1947 a portion of the land being described as Third Property hereinabove was leased to one Gulam Hussain Kasambhai Keshavji, Roshanlal Gulam Hussain Kasambhai, Madanali Kasambhai Keshavji, for the land and subject to the terms and conditions contained therein. Further in the year 1953 one Mr.Habib Fazal Allana filed a Suit in the Hon'ble High Court against the Trustees being Suit No.893 of 1953. The Consent Terms were filed in the said Suit and pursuant to the Consent Decree passed on 23<sup>rd</sup> April 1959 it was inter-alia agreed between the Parties and decreed by the Hon'ble Court that the said Trust stood extinguished as on 1<sup>st</sup> September 1956 and the caption properties were mutually divided between (1)K. Ismail Allana, (2)Mrs.Sarabai Yusuf Allana, (3) Mrs.Shirinbai Fazal Allana, (4)Mr. Rehmo0 Fazal Allana, (5) Mr.Sharif Fazal Allana, (6) Mr.Shaukar Fazal Allana, (7) Mr.Noorullah Fazal Allana, (8) Mr. Sultan Ismail Allana. The Property Register Card showed the name of the Trustees as in the year 1927. On the death of the Trustees, an Application was made and the names of legal heirs were recorded as the Owners/ Lessees of the above mentioned property. The said legal heirs of the Allana family by an Agreement for

Sale dated 2<sup>nd</sup> February 1991 agreed to sell the caption properties in your favour.

92902	33
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Certified

I.A. Parekh

To be TITLE COPY

*[Handwritten Signature]*

S. L. K.

# GAONKAR & CO.

## ADVOCATES & SOLICITORS

3RD FL., CRESCENT CHAMBERS, 56, TAMARIND LANE, FORT, MUMBAI - 400 001  
PHONE: 2265 6087/ 2265 5143/ 5634 9161

The legal heirs of the Allana family in the year 1991 executed the Declaration stating therein that the title to their above referred property was clear, marketable and free from encumbrances subject to the 2 Leases executed in the year 1947. They have subsequently executed 3 Deeds of Assignments all dated 15<sup>th</sup> June 1995 and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BBE/3020 of 1995 BBE/3021 of 1995 and BBE/3022 of 1995 respectively for the terms, conditions and for the consideration more particularly stated therein assigned and transferred their residual leasehold rights in your favour.

Further by Two Deed of Surrender of Sub-Lease both dated 23<sup>rd</sup> April 2003 executed between Shri Nasiruddin Madadally Panjwani & 2 Others in your favour and registered with Sub-Registrar of Assurances at Mumbai under No. BBE-1-3806/2003 & BBE-1-3807/2003 on 12<sup>th</sup> May 2003, the caption properties described in References 2 & 3 above were released in your favour.

Under the Declaration executed by you stating therein that no encumbrances are created in respect of the title of the property nor the caption properties are mortgaged, leased or given as security to third person.

In the premises stated hereinabove, the caption properties as on today stand in your name in the Revenue Record and in our opinion your title of the above properties is clear, marketable and free from encumbrances.

Dated this 6<sup>th</sup> day of April 2004



वचन-2
92909/38
2004

FOR GAONKAR & COMPANY,  
ADVOCATES & SOLICITORS.

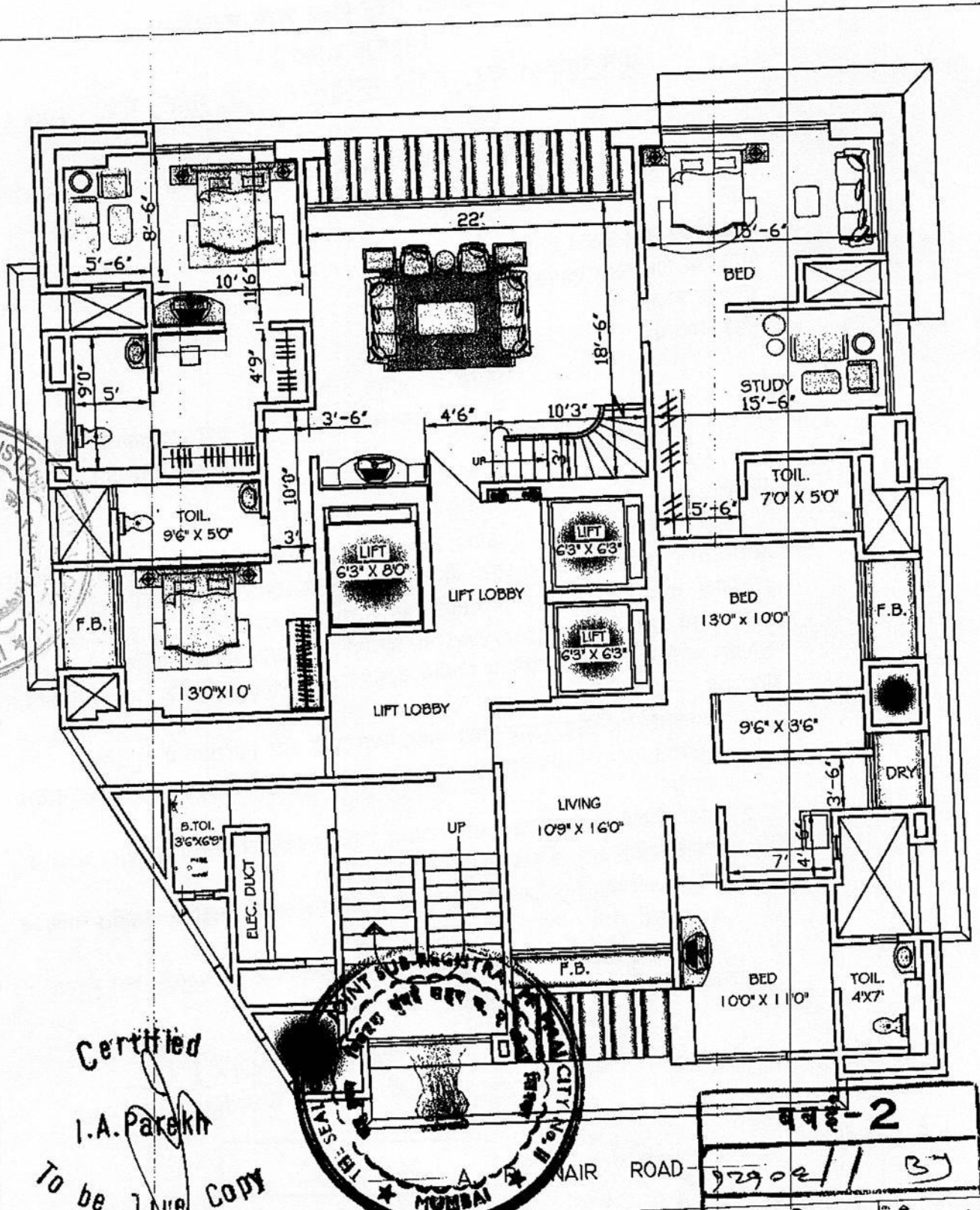
3

Certified

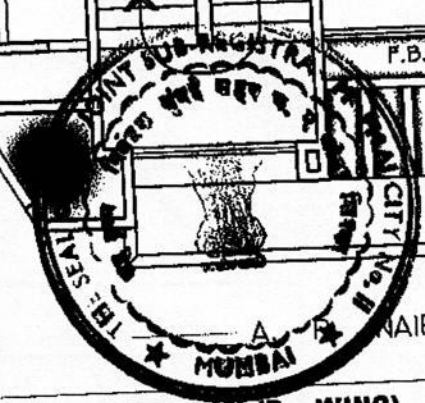
I.A. Parekh

To be True Copy

REGISTERED  
MUMBAI



Certified  
I.A. Parekh  
To be 1/18 COPY



444-2  
92902/137  
2008

33RD. FLOOR PLAN  
3301

**FLOOR PLAN (B - WING)**  
**KLASSIK TOWER AT AGRIPADA**  
PROPERTY C.S.No. 1900, A.R.NAIR ROAD, MUMBAI..

I.A. PAREKH  
(ARCHITECT)  
100, SANT SAITA MARG,  
MUSTAFA BAZAR,  
MUMBAI NO. 400 040.

जिल्हाधिकारी मुंबई शहर यांचे कार्यालय  
[ भूसापन शाखा ]  
जुने जकात घर, शहीद भगतसिंग रोड, फोर्ट, मुंबई-400 001

क्रमांक :- सीएसएलआर/मशा-2/टेबल क्र.2/भू.क्र.1900/भायखळा /145  
दिनांक :- 18/02/2006

प्रति,  
मे.डेकोर रियल इस्टेट प्रा.लि.  
गाळा क्र.100, संत सावता मार्ग,  
मुस्तफा बाजार,  
मुंबई 400 010

विषय :- जमिन : मुंबई शहर  
दुयम निबंधक मुंबई येथे सदनिकाची नोंदणी  
करणेकामी ' ना हरकत प्रमाणपत्र'

महोदय,

आपले दिनांक 16/02/2006 चे अर्जान्वये आपण भायखळा महसूल विभागातील भूकर क्र.1900 वर विक्रीत केलेल्या इमारतीतील सदनिकांचे विक्रीचे दस्तऐवज नोंदणीकृत करणेस परवानगी मागण्यात आलेली आहे. सदर परवानगी या कार्यालयाचे पत्र दिनांक 4/04/2005 व दिनांक 10/05/2004 चे अधिन राहून तसेच खालील अटी व शर्तीवर सदनिका विक्रीचे दस्तऐवज नोंदणीकृत करणेस परवानगी देण्यात येत आहे.

1. शासनाच्या नियमानुसार जादा वापरलेल्या चटई क्षेत्र निर्देशांकाचे अतिरिक्त भूईभाडे भरणा करावे लागेल. व त्याच इमारतीचे पूर्णत्वाचा दाखला सादर करावा लागेल.
2. इमारतीमध्ये वाणिज्य वापरासाठी जागा दिली असल्यास त्याचा तपशिल द्यावा व त्याचे अतिरिक्त भूईभाडे भरणा करावे लागेल.
3. एकूण सदनिका विक्री केलेल्याची विक्री केलेल्याची यादी क्षेत्रासहीत वाणिज्य व निवासी यांचा उल्लेख करून सादर करावी.  
उपरोक्त अटी व शर्ती मान्य असल्याचे हमीपत्र रुपये 200/- च्या मुद्रांक पेपरवर सादर करावे.

Certified

I.A.Parekh

To be True Copy



*[Signature]*  
जिल्हाधिकारी मुंबई शहर

बत्रई-2
92904/32
२००६



DEPARTMENT OF COMPANY AFFAIRS  
ROC CASH COUNTER RECEIPT  
OFFICE OF THE REGISTRAR OF COMPANIES

REC. NO. : 910088 REG. NO. : 11-60112

Registration No. of Company 11-60112 of 1991

THE COMPANIES

Nominal Capital Rs. 1,00,000

FORM NO. 32

Particulars of appointment of Directors and M  
[Pursuant to Section 303]

TYPE OF DOCUMENT	MODE OF PAYMENT	DATE OF DOCUMENT	AMOUNT RS.
FORM 32	CASH	17/03/2003 N	200

Name of Company M/S. DECOR REAL ESTATE PRIVATE LIMITED

Presented by MR. MOHAMMED IQBAL PAREKH, DIRECTOR

TOTAL 200  
N: NORMAL FEE A: ADDITIONAL FEE  
COMPUTER SUPPORT BY INDUSTRY DIVISION N.I.C

Note:- If a Company has no particulars to be included in one or two of the headings "A", "B" and "C", the parts containing those headings (in resp)

A. Appointment of and Changes among Directors

Name or names and surname	Father's/Husband's name (2)	Usual residential Address (3)	Nationality (4)	Date of appointment / Change (5)	Brief particulars of changes (6)
Ms. PARVEEN IQBAL PAREKH	D/o. MR. IQAL PAREKH	100 SANT SAVTA MARG, BOMBAY - 400 010.	INDIAN	17-03-2003	APPOINTED AS ADDITIONAL DIRECTOR WITH EFFECT FROM 17-03-2003.
Ms. ZULEKHA ASHFAQUE MOTIWALA	W/o. MR. MOTIWALA	HUMAYUN MANZIL, 1ST FLR, DR.A.NAIR RD, 22, RED CROSS ST., AGRIPADA, BOMBAY - 400 011.	INDIAN	17-03-2003	APPOINTED AS ADDITIONAL DIRECTOR WITH EFFECT FROM 17-03-2003.
Ms. SHAHEEN ASIF MOTIWALA	W/o. MR. MOTIWALA	YUSUF MANZIL, 7TH FLR, DR.A.NAIR RD., AGRIPADA, BOMBAY - 400 011.	INDIAN	17-03-2003	APPOINTED AS ADDITIONAL DIRECTOR WITH EFFECT FROM 17-03-2003.



12908/1/30  
2003  
2003

M. AMIN DHORAJI B.A.  
ADVOCATE HIGH COURT  
Room No. 29, 3rd Floor,  
Mandvi Chamber, 184/188, Samuel Street,  
Near Masjid Bunders, Rly. Stn. (W),  
Mumbai - 400 009.

TRUE COPY

Notes :- (1) A note of changes should be made in Column 6, by inserting against the name of new director etc., the words "in place of ..... and by indicating against the name of the former director, the cause for the change e.g. by death, resignation, rotation, disqualification, etc.  
(2) In case of Managing Director, his designation should be stated with his name in Column (1).

(P.T.O.)



B. Omitted

C. Appointment of and changes in management and secretaryship					
Brief particulars of changes (6)	Date of appointment / Change (5)	Nationality (4)	Usual residential address (3)	Father's/Husband's Name (2)	Name or names and surname in full (1)

**M. AMIN DHORAJIWALA B.A.L.L.M.**  
**ADVOCATE HIGH COURT,**  
 Room No. 29, 3rd Floor,  
 Mandvi Chamber, 184/188, Sarfudai Street,  
 Near Masjid Sunder Rly. Stn. (W),  
 Mumbai - 400 009.

TRUE COPY



Signature: *[Signature]*  
 Designation: DIRECTOR  
 MOHAMMED IQBAL PAREKH

92902  
 2  
 36

Dated the 10th day of April 2003.

Notes :- (1) For the purpose of this form, particulars of a person appointed as Manager within the meaning of Section 2(24) of the Companies Act, 1956, need be given.  
 (2) A note of change as also the cause of change e.g., by death, resignation, removal, disqualification etc. should be stated in Column (6)

Filing Fee Rs.

11-60112 of 1991

Registration No. of Company \_\_\_\_\_  
Nominal Capital Rs. \_\_\_\_\_

THE COMPANIES ACT, 1956  
FORM NO. 32  
Particulars of appointment of Directors and Manager and changes among them  
[Pursuant to Section 303(2)]

Name of Company M/S DECOR REAL ESTATE PVT. LTD.  
Presented by MR. MANOHAR SATRAMDAS AGICHA

NOTE:- If a company has no particulars to be included in one or two of the headings "A", "B" and "C", the parts containing those headings (in respect of which the company has no particulars to be included) need not be filed

A. Appointment of and changes among Directors

Name or names and surname in full (1)	Father's/Husband's name (2)	Usual residential Address (3)	Nationality (4)	Date of appointment or change (5)	Brief particulars of changes (6)
1. MR. MOHAMMED IQBAL PAREKH		100, SANT SAVTA MARG, MUMBAI - 400 010.	INDIAN	19TH DECEMBER, 2002	APPOINTED AS DIRECTOR
2. MR. ASHFAQUE MOTIWALLA		MUMAYUN MANZIL, 1ST FLOOR, DR. A. NAIR ROAD, KASAM MOTIWALLA, 722, RED CROSS STREET, CAGHIPADA, MUMBAI - 400 011	INDIAN	19TH DECEMBER, 2002	APPOINTED AS DIRECTOR



**TRUE COPY**  
M. AMIN DHORAJIWALA B.A.  
ADVOCATE HIGH COURT,  
Room No. 29, 3rd Floor,  
Mandvi Chamber, 184/188, Samuel Street,  
Near Masjid Bunder, Rly. Sta. (W),  
Mumbai - 400 009.

92902 / 1 32  
2002

REG. NO. 789843  
REG. NO. 19/12/2002  
TYPE OF DOCUMENT: CASH  
MODE OF PAYMENT: CASH  
DATE OF DOCUMENT: 19/12/2002  
AMOUNT: RS.

place of \_\_\_\_\_ and by indicating against the name of the

(P.T.O.)

TOTAL  
N: NORMAL FEE  
A: ADDITIONAL FEE  
COMPUTER SUPPORT BY INDUSTRY DIVISION N.I.C.

NOTES:- (1) A note of changes should be made if former director, the cause for the change is  
(2) In case of Managing Director, his details should be given.

VALID FOR THREE MONTHS ONLY

केवल आदाता के खाते में  
ACCOUNT PAYEE ONLY

# बैंकर्स चेक BANKER'S CHEQUE

दिनांक / Date 05/08/2006

Pay John - Sub Registrar Mumbai City-2 को या आदेशानुसार or Order

रुपये Rupees Twelve thousand Six hundred

₹.Rs. \* 1 2 6 5 0 P. XX

on account of Mr. Decon Real Estate Pvt Ltd

के पारदे अदा करें।

9  
8  
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टोल फ्री  
ऑटो टोल  
ऑटो टोल

सेन्ट्रल बैंक  
ऑफ इंडिया



Central Bank  
of India

कृते सेन्ट्रल बैंक ऑफ इंडिया For Central Bank of India

मुंबई सेन्ट्रल,  
मुंबई - 400 008.

MUMBAI CENTRAL,  
MUMBAI - 400 008.

BOMCNT / A

श.क्र./SR. No.

M 3 7 X 3 5 3

ह.न.क्र.

शासकन-इन्क्यारी

B. S. No.

AUTHORISED SIGNATURE

⑈0 1 6 2 9 5⑈ 4 0 0 0 1 6 0 0 7 1⑈

12



बचत-2  
92902 / / 70  
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बवड2

दस्त गोषवारा भाग-1

दस्त क्र 12106/2006

89

16/12/2006

दुय्यम निबंधकः

1:27:24 pm

मुंबई शहर 2 (वरली)

दस्त क्रमांक : 12106/2006

दस्ताचा प्रकार : करारनामा

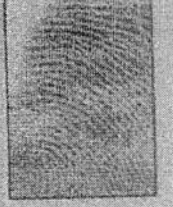
अनु क्र. पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार छायाचित्र अंगठ्याचा ठसा

1 नाव: मे/- डेकोर रिअल इस्टेट प्रा लि तर्फे संचालक  
श्री मोहम्मद ईकबाल ए पारेख  
पत्ता: घर/फ्लॅट नं: 8  
गल्ली/रस्ता: मोटलीबाई  
ईमारतीचे नाव: दिलशाद  
ईमारत नं: -  
पेट/वसाहत: -  
शहर/गव: -

लिहून घेणार

वय -

सही



2 नाव: मे/- डेकोर रिअल इस्टेट प्रा लि तर्फे संचालक  
श्री मोहम्मद आसीफ ईकबाल पारेख  
पत्ता: घर/फ्लॅट नं:  
गल्ली/रस्ता: वरीलप्रमाणे  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेट/वसाहत: -  
शहर/गाव: -

लिहून घेणार

वय -

सही



3 नाव: मे/- डेकोर रिअल इस्टेट प्रा लि तर्फे संचालक  
श्री परवीत ईकबाल पारेख  
पत्ता: घर/फ्लॅट नं:  
गल्ली/रस्ता: 100 संत सावता मार्ग  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेट/वसाहत: -  
शहर/गाव: मं

लिहून देणार

वय -

सही



4 नाव: मे/- डेकोर रिअल इस्टेट प्रा लि तर्फे संचालक  
श्री शाहिन आसीफ मोतीवाला  
पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे  
गल्ली/रस्ता: -  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेट/वसाहत: -  
शहर/गाव: -  
तालुक

लिहून देणार

वय -

सही



5 नाव: मे/- डेकोर रिअल इस्टेट प्रा लि तर्फे संचालक  
श्री मोहम्मद ईकबाल ए पारेख  
पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे  
गल्ली/रस्ता: -  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेट/वसाहत: -  
शहर/गाव: -  
ताल

लिहून देणार

वय -

सही



सह दुय्यम निबंधक  
मुंबई शहर क्र. २

दस्तऐवज करून देणार तथाकथीत [करारनामा] दस्तऐवज करून दिल्याचे कबूल करतात.

1 OF 1

दस्त क्र. [बबइ2-12106-2006] चा गोषवारा  
बाजार मुल्य :1263500 मोबदला 0 भरलेले मुद्रांक शुल्क : 63175

पावती क्र.:12174 दिनांक:16/12/2006  
पावतीचे वर्णन  
नाव: मे/- डेकोर रिअल इस्टेट प्रा लि तर्फे  
संचालक श्री मोहम्मद ईकबाल ए पारेख

दस्त हजर केल्याचा दिनांक :16/12/2006 01:21 PM  
निष्पादनाचा दिनांक : 07/12/2006  
दस्त हजर करणा-याची सही :

12640 :नोंदणी फी  
840 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल  
(आ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

13480: एकूण

दस्ताचा प्रकार :25) करारनामा  
शिकका क्र. 1 ची वेळ : (सादरीकरण) 16/12/2006 01:21 PM  
शिकका क्र. 2 ची वेळ : (फ्री) 16/12/2006 01:25 PM  
शिकका क्र. 3 ची वेळ : (कबुली) 16/12/2006 01:27 PM  
शिकका क्र. 4 ची वेळ : (ओळख) 16/12/2006 01:27 PM

दस्त नोंद केल्याचा दिनांक : 16/12/2006 01:27 PM

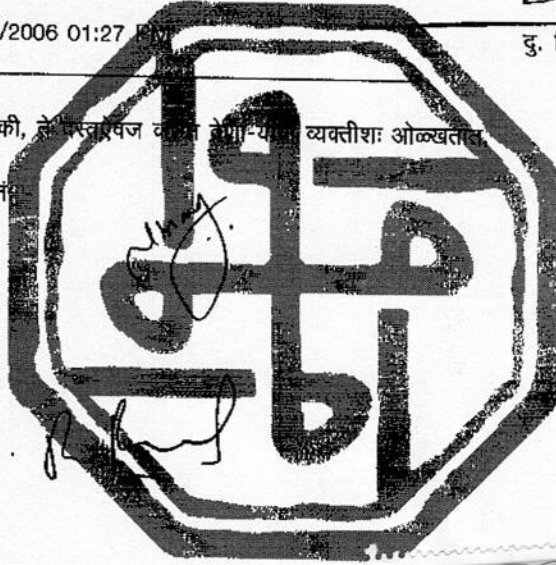
दु. निबंधकाची सही, मुंबई शहर 2 (वरळी)

ओळख :

खालील इसम असे निवेदीत करतात की, ते निवेदक व त्यांच्या व्यक्तीशा: ओळखतात व त्यांची ओळख पटवितात.

1) विनायक- पांगम, घर/फ्लॅट नं.  
गल्ली/रस्ता: - देणारे प्रमाणे  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेट/वसाहत: -  
शहर/गाव:-  
तालुका: -  
पिन: -

2) राजेश . राठोड, घर/फ्लॅट नं.  
गल्ली/रस्ता: -  
ईमारतीचे नाव: वरीलप्रमाणे  
ईमारत नं: -  
पेट/वसाहत: -  
शहर/गाव:-  
तालुका: -  
पिन: -



दु. निबंधकाची सही  
मुंबई शहर 2 (वरळी)



प्रमाणित करणारे वकील श्री.  
दस्तासधवे एकूण... 82... वकील जाहेर  
मुद्रांक क्रमांक ३, मुंबई-२/१२१०६/२००६  
मोबदला  
दिनांक १६/१२/२००६

सह. मुख्यम निबंधक मुंबई शहर-२  
अपीलची सुनावणी करण्या खेरीज  
निबंधकाचे सर्व अधिकार बसलेली



खरी प्रत  
नक्कल तपासली  
नक्कल केली

सिद्ध लिपीक

श्री/श्रीमती प्रभाकर सोबरा  
यांना त्यांचे ता. २६/१२/०६ च्या अर्जांनुसार  
क. १५२५ नक्कल दिली तारीख २६/१२/०६

सह. मुख्यम निबंधक मुंबई शहर क्र २