

ORIGINAL AGREEMENT FOR
SALE BETWEEN
HIHA FARMS PVT. LTD
AND

SABIR YASIN AIRBAY

FLAT NO. 1602
FORTUNE TOWER



Thursday, November 23, 2006

5:56:55 PM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 11800

दिनांक 23/11/2006

गावाचे नाव भायखळा

दस्तऐवजाचा अनुक्रमांक

बवड1 - 11631 - 2006

दस्ता ऐवजाचा प्रकार

करारनामा



सादर करणाराचे नाव: साबिर यासिन निरबान

नोंदणी फी

:-

30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (54)

:-

1080.00

एकूण रु.

31080.00

आपणास हा दस्त अंदाजे 6:11PM ह्या वेळेस मिळेल

दुय्यम निबंधक
मुंबई शहर 1 (फोर्ट)

बाजार मुल्य: 3502998 रु. मोबदला: 35000000 रु.

भरलेले मुद्रांक शुल्क: 157840 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: एबीएन अँग्रो ;

डीडी/धनाकर्ष क्रमांक: 972910; रक्कम: 30000 रु.; दिनांक: 27/10/2006

हा दय्यम निबंधक
मुंबई शहर क्र. १.

ICICI Bank

Customer Copy

Deposit Br. _____ Date: 30/10/06.

Pay to : ICICI Bank Ltd. A/C Stamp Duty

| | | |
|-----------------|------------|-----------------|
| Franking Value | Rs. | 1,57,860 |
| Service Charges | Rs. | 10 |
| Total | Rs. | 1,57,850 |

Name of Stamp duty paying party : Sabir Yasin Nisban

FRANKING DEPOSIT SLIP

Received With Thanks
Rs. 1,57,850. Towards
Payment of Stamp Duty

DD / Cheque No. 972916

Drawn on Bank ABN-Ambo

ICICI BANK LTD.
CAPITAL MARKETS DIVISION
MUMBAI
 (For Bank's Use only)

Tran ID _____
 Franking Sr. No. 28889

Officer _____

JOINT SUB-REGISTRAR MUMBAI CITY No. 1

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972916
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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, Chare 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;

ICICI Bank Ltd.
 30 Bhandra Sanchar
 Marg, Fort, Mumbai-400001

D-S/STP/PC.R.1011/01/2004/2068-70

Officer
 ICICI Bank Ltd.



शुभ्रा 28889
 183307
 Special Addressee
 OCT 30 2006
 R.01578401-PB51
 zero one five seven eight four zero 16:
 STAMP DUTY MAHARASHTRA

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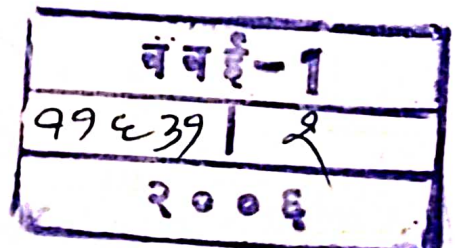
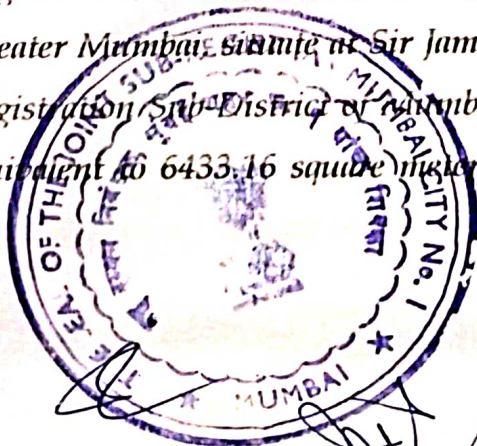
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AND

MR. SABIR YASIN NIRBAN, an adult, Indian Inhabitant, residing at 292, Abdul Rehman Street, 2nd floor, Mumbai 400 003, hereinafter called "THE PURCHASER/S" 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 (Bom). 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, situate at Sir Jamshedji Jejeebhoy Road, in the City and Registration Sub-District of Mumbai admeasuring 7694.00 square yards equivalent to 6433.16 square meters and bearing Street No. 639, 641, 1,



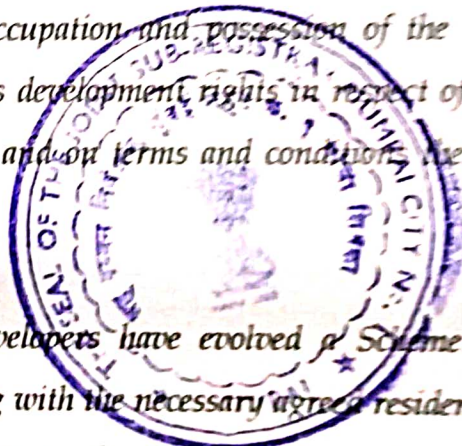
1A, 2, 2A, 3, 3A and 4 of Sir J. J. Road (Old name Parel Road), Mumbai (herein after for the sake of brevity called as "THE SAID PROPERTY").

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 herein mentioned.

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



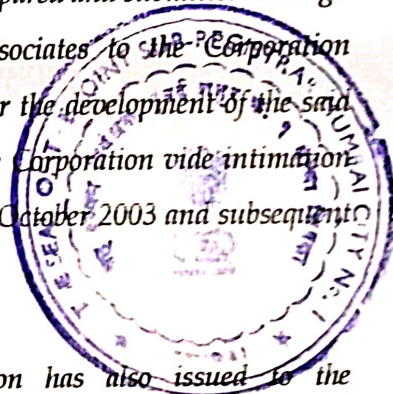
demolish the existing structures in accordance with building plans and specifications to be sanctioned by the Municipal Corporation of Greater Mumbai (hereinafter called as "THE CORPORATION") with a view to selling flats/ shops/ offices/ garages/ car parking spaces and other premises on what is popularly 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. EB/9572/E/A dated 18th October 2003 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".

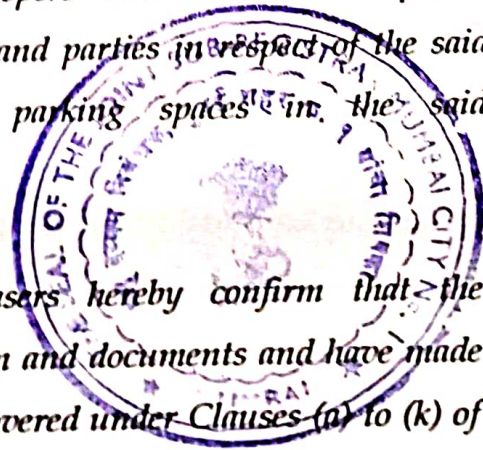
AND WHEREAS the Extract from the Cadastral Survey Record is also annexed hereto along with copy of the property card and marked as Annexure "B".

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 etc. 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



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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 (g) 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.

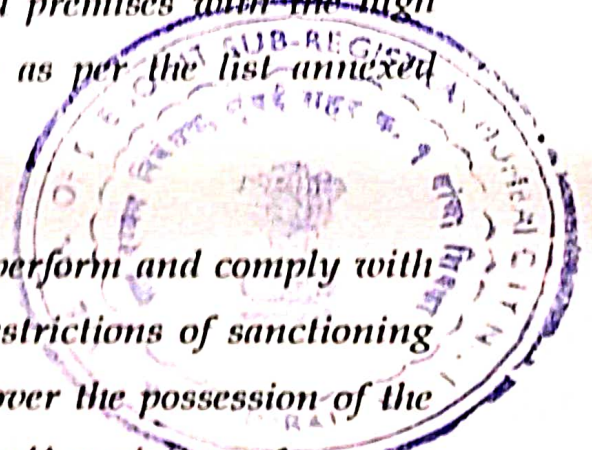
AND WHEREAS the Purchasers have agreed to purchase the flats bearing No. 1602 on the 16th floor in the building known as "FORTUNE TOWER" presently under construction on the said property which is more particularly described in the First Schedule hereunder written with full knowledge of the several covenants 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. 1602 of carpet area admeasuring 655 square feet equivalent to 60.84 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. 35,00,000/- (Rupees Thirty-five lacs 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 have paid to the Developers the said purchase price of Rs. 35,00,000/- (Rupees Thirty-five lacs only) on or before the execution of this Agreement as full and final consideration price
3. The Developers shall provide in the said premises with the high standard amenities fittings and fixtures as per the list annexed hereto and marked as Annexure "E".
4. The Developers hereby agree to observe, perform and comply with all terms, conditions, stipulations and restrictions of sanctioning the said plans and shall, before handing over the possession of the building to the Society Limited Company/Association of persons obtain from Corporation Occupation/Completion Certificate in respect of the building



5. *The Developers are not acting as agents of the Owners of the said property but as principals.*
6. *The Purchaser/s agrees to pay to the Developers interest at 18% per annum on all the amounts due and payable by the Purchaser/s to the Developers under the terms of the Agreement from the date the said amount is payable by the Purchaser/s to the Developers.*
7. *It is agreed that time for payment of each of the installments under clause 2 above is of the essence of the Contract. If the Purchaser/s commits default in payment of any amount due and payable by the Purchaser/s to the Developers under this Agreement (including his/her/their taxes levied by the convened Local Authority and other outgoings) or if the Purchaser/s commit breach of any of the terms and conditions herein contained, the Developers shall be entitled, at their own option, to terminate this Agreement, provided always that the power of termination hereinbefore contained shall not be exercised by the Developers unless and until the Developers shall have given to the Purchaser/s 15 days prior notice in writing of their intention to terminate this Agreement and of the specific breach(es) of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser/s in remedying such breach(es) within a reasonable time after the giving of such notice. The Developers shall however, on such termination refund to the Purchaser/s the installments of sale price of the said premises which may till then have been paid by the said Purchaser/s to the Developers but the Developers shall not be liable to pay to the Purchaser/s any interest on the amounts so refunded and upon termination of, this Agreement and refund of the aforesaid*

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.

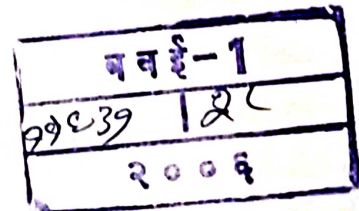
IN WITNESS WHEREOF the parties have set their hands to these presents the day and the year first hereinabove written.

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 on Register No. 176, Page No. 68, Sheet No. 270, bearing 'E' ward of Municipal Corporation of Greater Mumbai, situate at Sir Jamsheedji Jejeebhoy Road, in the City and Registration Sub-District of Mumbai admeasuring 7694.00 square yards equivalent to 6433.16 square meters and bearing Street No. 639, 641, 1, 1A, 2, 2A, 3, 3A and 4 of Sir J. J. Road (Old name Parel Road), Mumbai.

SECOND SCHEDULE ABOVE REFERRED TO

- (a) the land on which the building is located;
- (b) The foundation, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stair-ways fire-escapes and entrances and exists of the buildings;

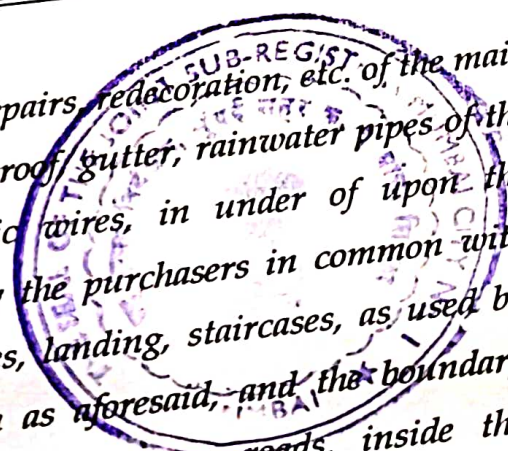


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- (c) *The basement, cellars, yards, gardens, parking spaces and storage spaces;*
- (d) *The premises for the lodging of janitors or persons employed for the management of the property.*
- (e) *Installations of central services, such as powers, lights, gas, hot and cold water, heating refrigeration air conditioning and incinerating;*
- (f) *The elevators tanks, pumps, motors, fans, compressors ducts in general all apparatus and installations existing for common use;*
- (g) *Such community and commercial facilities as may be provided for;*
- (h) *All other parts of the property necessary of convenience to its existence, maintenance and safety, or normally in common use;*

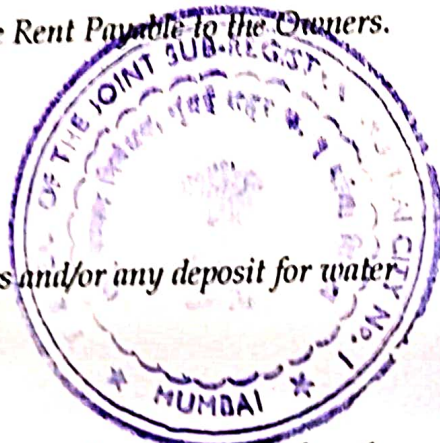
THE THIRD SCHEDULE ABOVE REFERRED TO:

1. *The expenses of maintenance, repairs, redecoration, etc. of the main structure and in particular the roof/gutter, rainwater pipes of the buildings, water pipes, electric wires, in under of upon the buildings, enjoyed and used by the purchasers in common with other occupiers of flats, passages, landing, staircases, as used by the purchasers and in common as aforesaid, and the boundary walls of the buildings, compounds, access roads, inside the compound lawns, gardens, and other amenities proportionate cost of maintenance towards development of Road, drainage, water lines, storm water drainage, electric polls and cables on the above*



sub-divisional plots as required by the Municipal Corporation of Greater Mumbai.

2. The cost of cleaning and lighting the passages, compound, landings staircases, entrance, lobby, service floor and other parts of the buildings, as enjoyed the buyer in common aforesaid;
3. The cost of cleaning and lighting the compound and roads;
4. The cost of painting and redecorating the exterior of the buildings/ garages/ parking spaces and the interior of the garages/ parking spaces;
5. The cost of salaries of clerks, Security, chowkidars, bills collectors, sweepers etc.
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.....)

[Signature]
 Director.

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

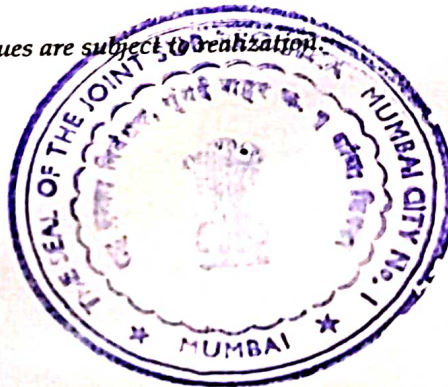
[Signature]

RECEIPT :

RECEIVED the day and year first hereinabove written of and from the within named Purchaser the sum of Rs. 35,00,000/- (Rupees Thirty-five lacs only) as full and final amount to be paid by them to us as under:

| <u>Cheque No.</u> | <u>Dated</u> | <u>Name of the Bank</u> | <u>Amount</u> |
|-------------------|--------------|-------------------------|------------------------|
| 778116 | 22/02/2005 | B.M.C. Bank Ltd., | 15,00,000/- |
| 567166 | 03/03/2006 | B.M.C. Bank Ltd., | 20,00,000/- |
| TOTAL | | | Rs. 35,00,000/- |

Note: All cheques are subject to realization.



WE SAY RECEIVED

[Signature]
 DEVELOPERS

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ANNEXURE "E"

1. BUILDING:

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

2. DOORS AND WINDOWS:

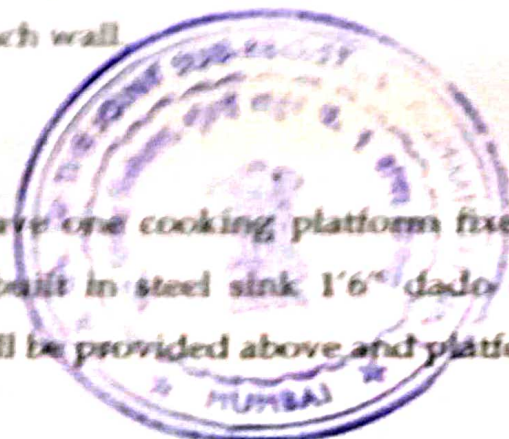
All entrance doors shall be panel or flush doors with veneer from one side and all necessary fittings. The bedroom and kitchen doors shall also be paneled doors with veneer having anodized aluminum fittings. The bath, w/c and balcony window shall be paneled doors partly glazed with necessary aluminum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

3. FLOORING:

Imported Marble in white cement will be laid 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.



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:**

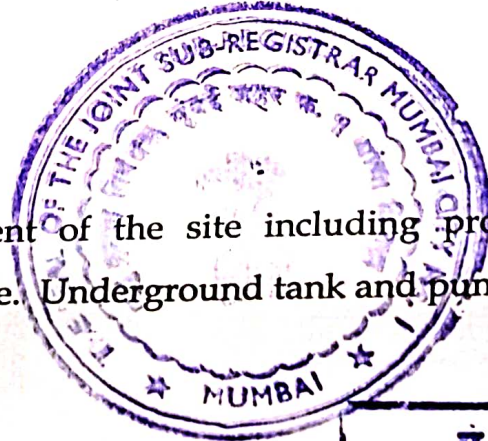
- (a) Concealed copper wiring in all rooms, bathrooms with separate meter for each flat.
- (b) Necessary light points in staircase, common passage and terrace compound.
- (c) One light point, one plug point and one fan point in all rooms and kitchen. There will be two light points in room having built 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:**

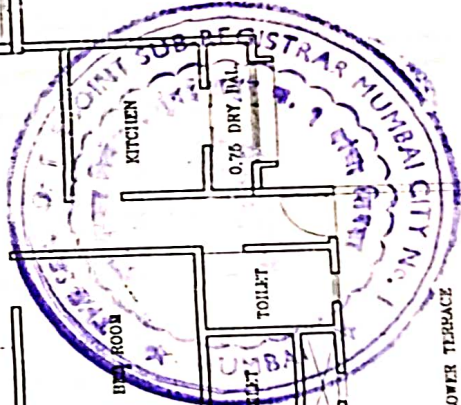
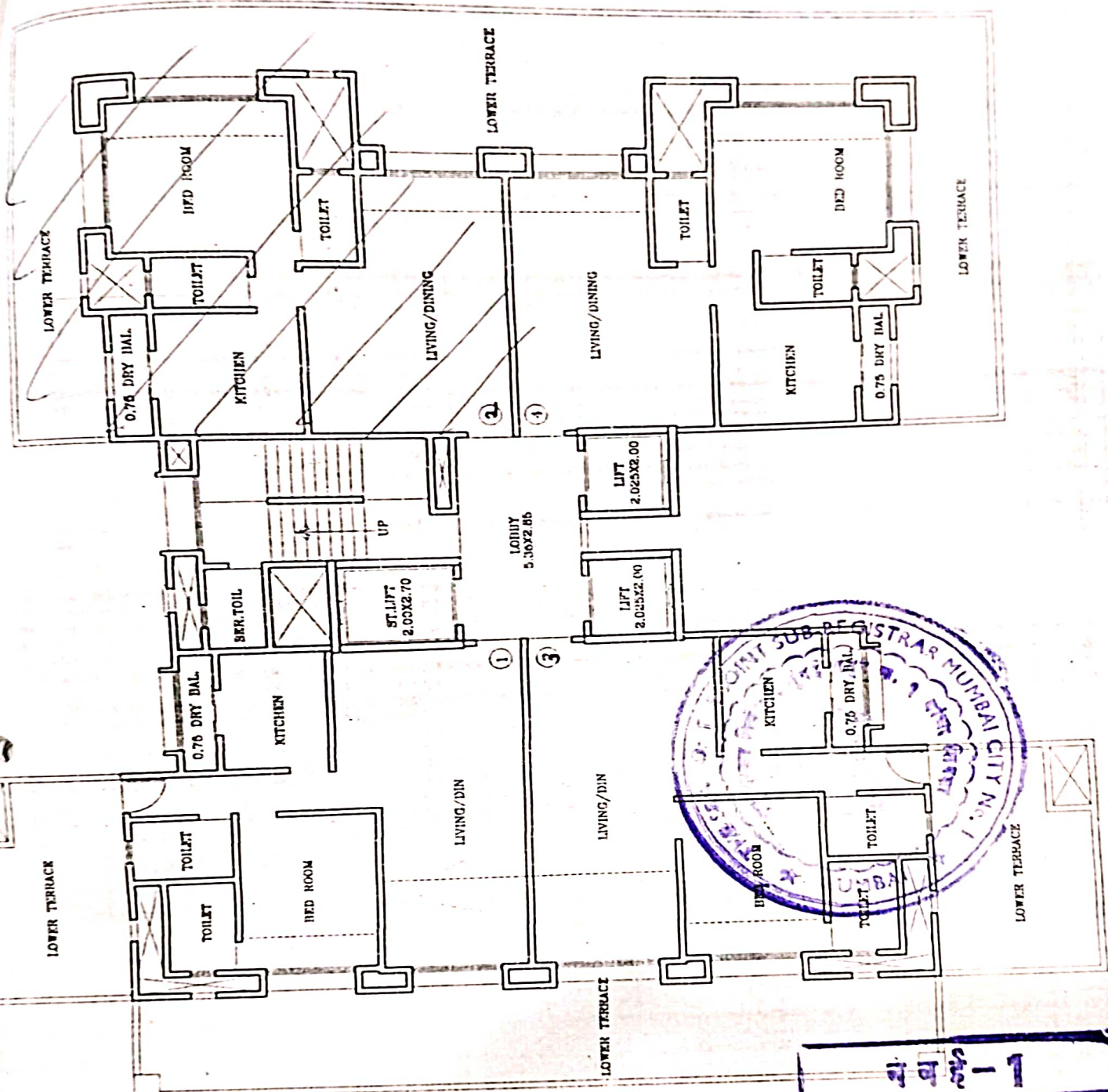
General development of the site including providing of compound wall, gate. Underground tank and pump shall be done.



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Flat No. 1602

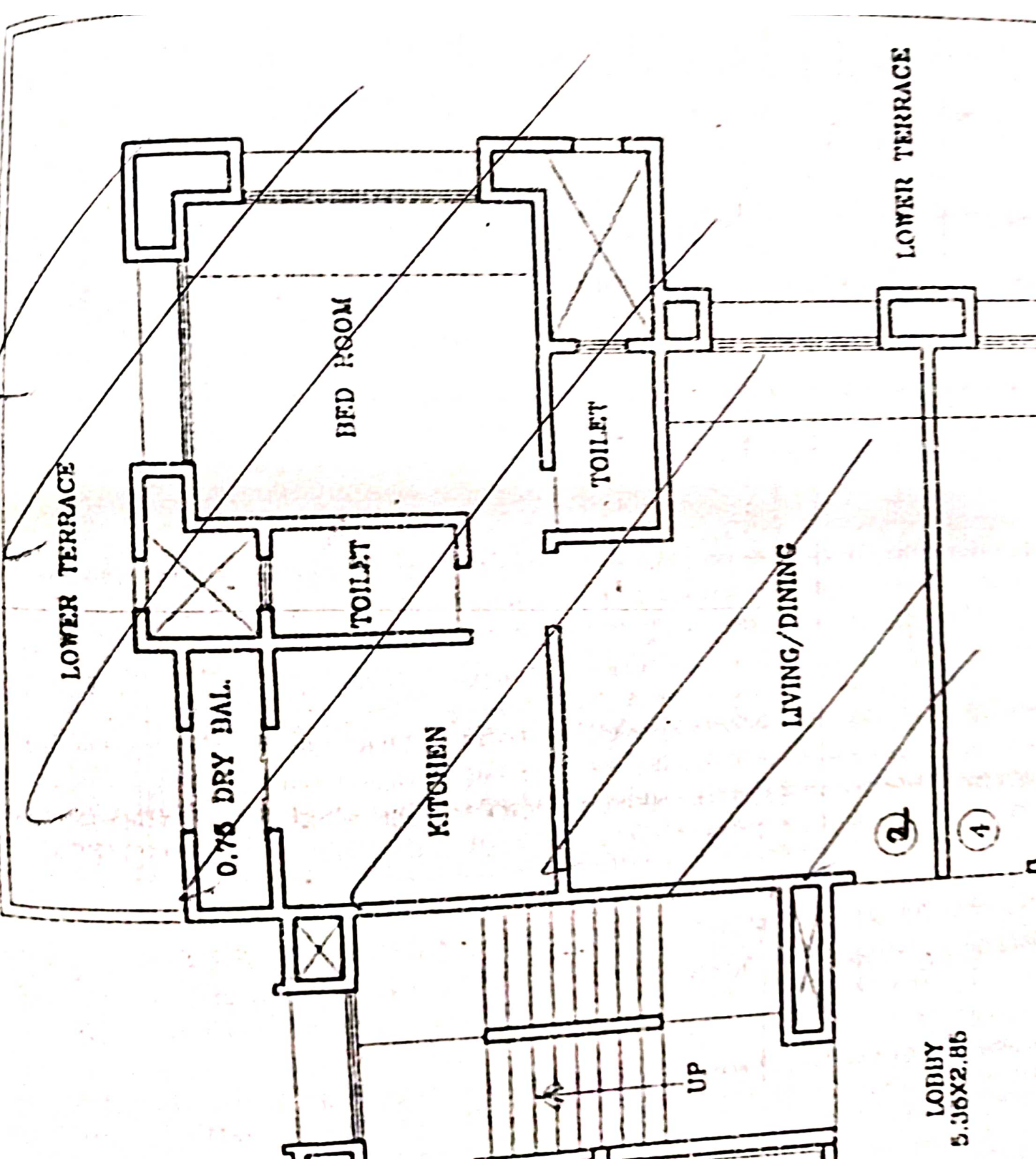
Flat No. 1602
16th Floor



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16TH & 18TH FLOOR PLAN

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SHILPA AMOLIK

ADVOCATE HIGH COURT

292, 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 admeasuring 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, a trust duly registered under Bombay Public Charitable Trusts Act, 1925, 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 running the school by the name of Hume High School and Junior 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.

TRUE COPY

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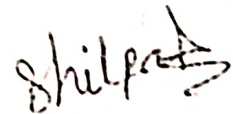
176. Page No 68, Sheet No 270 with the records of the Superintendent.
Mumbai City Survey, Mumbai.

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-1) 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 Unite 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 AMOLIK
(Advocate High Court)

TRUE COPY



KAZI & COMPANY

| 1. Serial No. | 2. Name of Street or Locality | 3. Street No. | 4. CADASTRAL SURVEY No. | 5. Lease | 6. Area in SQUARE METERS | 7. Area in SQUARE METERS |
|---------------|-------------------------------|---------------|-------------------------|---------------|--------------------------|--------------------------|
| 270 | PANEL NO. (A) 1, 2, 3, 4, 5 | 1081 | 1981 | W/CM (IN. 11) | 50 YARDS (7694.00) | 270885 (100 BULL) |

11. Particulars of Title

| 8. Grant Recd. for the Prop. | 9. Name of Person in Beneficial Ownership | 10. Mode of Acquisition or Present Cause | 11. Lease from Public Body or Estate | 12. Serial Reference Initial |
|------------------------------|--|---|--------------------------------------|------------------------------|
| - Nil - | (A)-A-TIVE AMERICAN MORARJE MISSION (B)-B MORARJE MISSION | (A)-VIDE R. D. G. NO. 1175 DT. 30-9-1880 (B)-65 MR. ASST. COMMISSIONER ORDER NO. 185/1971 DT. 7-5-1971 NAMED 'A' IN COL. 10 CHANGE TO 'B' IN COL. 10 R. D. NO. 67/2001 | - Nil - | - Nil - |

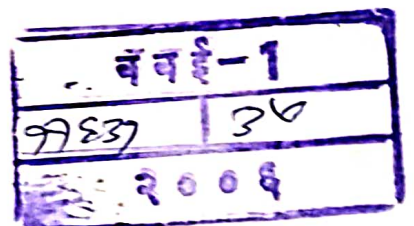
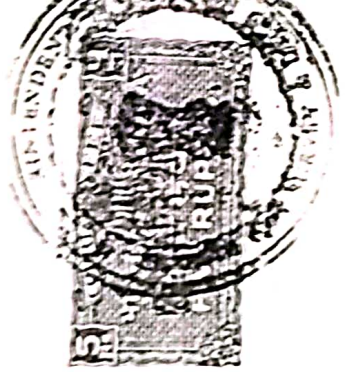
11. Remarks

IDENTIFYING BY 75-7-70 MORE BETWEEN 'A' IN COL. 10 AND
CORPORATION
23-9-71, 27-9-71 SUBDT.

Name of Applicant: SAGR KARAN
Date of Application: 27/09/2004
Fee Received: Rs. 4444500.00
1st Issue: 28/09/2004
Reference of 15206 - 52709412200

(Rectangular 'X' in Brackets show entry deleted)
Note - This is a true copy of the extract of C-5 Register which forms part of this office record and the area of the property referred to therein is 6432.16 Sq. meters.
SIA. PLEASE FOR MENTIONED PART. FROM POINT NUMBER 11. BULL. ONLY
which has been verified with the original record and found correct.

Surintendent
Mumbai City Survey and Land Records



TRUE COPY



KAZI & COMPANY,
ADVOCATES
6, Sagar Classic, Clare Road,
Byculla, Mumbai-400 008.

...properly...
...public street.

...prevent water dropping from the leaves
...the drainage work generally is not intended to be executed in accordance with the Municipal

...so modifying your intention as to obviate the before mentioned objections and meet by require-
...otherwise you will be at liberty to proceed with the said building or work at anytime before the
...day of Oct 2005, but not so as to contravene any of the provision of the said Act
...foresaid or any rule, regulations or bye-law made under that Act at the time In force.
...attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

Rshama
Executive Engineer, Building Proposals,
Zone, Words.

SPECIAL INSTRUCTIONS

THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOURS.

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

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

(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 premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.

(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 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.

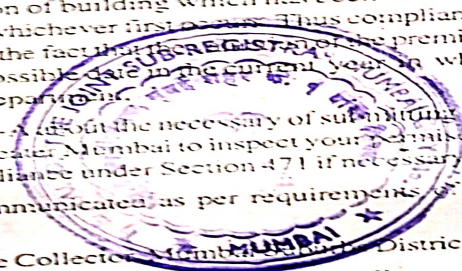
(7) One more copy of the block plan should be submitted for the Collector, Mumbai District.

(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 rate 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.

TRUE COPY

... COMPANY,



99539/130
2008

.. 2(a) ...

No. EB/9572/ E /A of

12/10/03

(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 not be submitted before C.C.

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.I.L.R. 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.

3. 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. and No.CHE/3864/DPC dated 05-02-2003 will not be complied with.

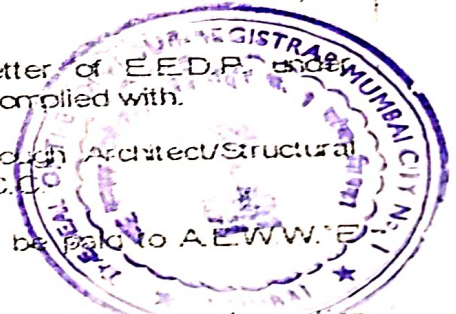
15. That the qualified/Registered Site supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.

16. That extra water and sewerage charges will not be paid to A.E.W.W. Ward before C.C.

17. That the true copy of the sanctioned layout/sub-division/amalgamation approved under No.EB/9574 /E/AL dated 22-07-2003 along with the T.&C. thereof will not be submitted before B.C.C.

18. That the premium/deposits as follows will not be paid -
- Staircase/Lift area benefit
 - Development charges as per M.R. & T.P. (Amendment)
 - Balcony enclosure fees.
 - Insecticide charges

19. That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.



| |
|----------|
| वर्क-1 |
| 22/10/03 |
| 2003 |

TRUE COPY

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That the work will not be carried out strictly as per approved plan and in conformity with the D.C.Regulation in force.

That the N.O.C. from Tree authority shall not be submitted before asking for plinth C.C.

That the Registered Undertaking shall not be submitted for agreeing to pay the difference in premium paid and calculated as per revised land rates.

3. 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 Charity 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 U/T not misuse the pocket terrace shall not be submitted before C.C.

28. That the Registered U/T to made the contravening toilets water proof shall not be submitted before C.C.

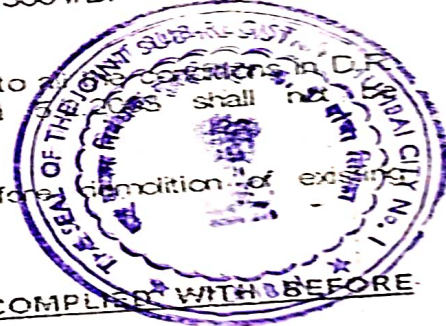
29. That the Registered U/T not to claim any near by compensation in the form of TDR or otherwise for designation of reservation of any time in future shall not be submitted before C.C.

30. That the Registered U/T 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 conditions in D.P. permission letter w/No.CHE/3864/DPC dated 8.2.2003 shall not be submitted before C.C.

33. That the N.O.C. from Education Dept. before sanction of educational structures shall not be submitted.



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

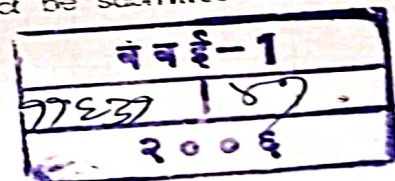
1. That the plinth dimensions shall not be got checked from this office before asking for further C.C. beyond plinth.

2. That the Structural stability certificate through Regd. Structural Engineer regarding stability of constructed plinth shall not be submitted before asking for C.C. beyond plinth.

TRUE COPY

KAZI & COMPANY,
ADVOCATES

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



THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE
E.C.C.:

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

R. K. S. S. S.
Executive Engineer
Building Proposals (City)- II

No. EB/ 9572 / E / A of

- Copy to -
1. S.G. Dani & Associates
Architects,
Ground floor, Abrasika building,
C/o Shehdeep Co-Op. Hsg. Soc.
Vithal Chavan Marg, Park
Mumbai - 400 012
 2. Asstt. Commissioner 'E' Ward.
 3. A.E.W.W. 'E' Ward.
 4. A.A.&C. 'E' Ward.

Executive Engineer
Building Proposals (City)- II



TRUE COPY
S/S

KAZI & COMPANY,
ADVOCATES
6, Sagar Classic, Clare Road,
Byculla, Mumbai-400 018.

बंवई-1
99539/183
२००६

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A' Ex. Eng. Bldg. Proposal (CA) - I
'E' Ward Municipal Offices 3rd Floor,
10 B, K. Hafeezuddin Marg, Byculla,
MUMBAI - 400 026.

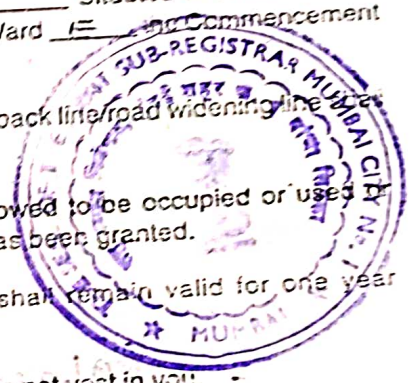
NO. EBBPC / 9542 / E / A of 11/10/16

COMMENCEMENT CERTIFICATE

M.Y. Nirban & Nisarg
Prop. C.A. to owner
S. Sagar Classic Clarend
Byculla M'BAI - 08

With reference to your application No. 750 dated 16/10/16
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. 1484 on Plot No./C.S.No./C.T.S. No. 1484 Division/
Village/Town Planning Scheme No. J.J. Rd. Situated at Road / Street
J.J. Rd. Ward 12 and 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 form part of the public street.
 - 2) That no new building or part thereof shall be occupied or allowed to be occupied or used permitted to be used by any person until occupancy permission has been granted.
 - 3) The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
 - 4) This permission does not entitle you to develop land which does not vest in you.
 - 5) This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years; provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.



97837 102
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08

- 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 sanction 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.

TRUE COPY

COMPANY,

... 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 Smt. R.G. Sharma Assistant Engineer to exercise his powers and functions of the Planning Authority under section 45 of the Act. This C.C. is granted upto plinth for phase 7.

Commencement Certificate is valid upto 10/5/05

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

Rehman
Assistant Engineer
Building Proposals (City)/R&R

For MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

ES/9572/ETA dt. 18/1/05
This C.C. is endorsed as per amended plan approved dt. 12/1/05 and further extended for Gr. (H) + St. (H) 6th upper fls.

EO/9572/ETA dt. 18/5/05
Relian
Asst. Engr. IV

This C.C. is further extended upto 9th

EO/9572/ETA dt. 4/5/05

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

ES/9572/ETA dt. 15/10/005

This C.C. is granted upto 20th floor i.e. entire works

| |
|---------|
| बनई-1 |
| 9572/20 |
| २००६ |

Rehman
Asst. Engr.
TRUE COPY
sre

KAZI & COMPANY
ADVOCATE

THE HON. THE ATTORNEY GENERAL
GOVERNMENT BUILDING
KATHMANDU



IN THE
MATTER OF THE

PROSECUTION OF
THE

[Signature]
[Name]
[Address]

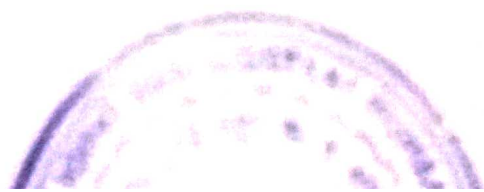
TRUE COPY

[Signature]

K. D. & COMPANY,
ADVOCATES

A. J. Road, Chokhi, Kathmandu,
Kathmandu, Nepal-44600.

| |
|--------|
| १५१-१ |
| ७२७/७५ |
| १००९ |



पचाई लेख: संख्या / PERMANENT ACCOUNT NUMBER

AAAPN2754Q



नाम / NAME

SABIR YASIN NIRBAN

पिता का नाम / FATHER'S NAME

YASIN GANI NIRBAN

जन्म तिथि / DATE OF BIRTH

09-05-1966

[Handwritten Signature]

हस्ताक्षर / SIGNATURE

[Handwritten Signature]

आयकर निदेशक (प्रणाली)

DIRECTOR OF INCOME TAX (SYSTEMS)

TRUE COPY

[Handwritten Signature]

KAZI & COMPANY

ADV

6, Sagar Classic, Cl

Byculla, Mumbai-4

hair muba - 1 home

दुय्यम निबंधकः
मुंबई शहर 1 (फोर्ट)

दस्त गोषवारा भाग-1

ववइ1
दस्त क्र 11631/2006
५९

11631/2006

करारनामा

पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा

लिहून घेणार
वय 40
सही
लिहून घेणार
वय 40
सही

लिहून घेणार
वय 40
सही



खालील 1 पक्षकारांची कबुली उपलब्ध नाही.

अनु क्र. पक्षकाराचे नाव

निना फर्मस प्रा लि तर्फे निस्कार काडी .



म
वह दुय्यम निबंधक
मुंबई शहर क १

दस्त गोषवारा भाग - 2

ववड्डी

दस्त क्रमांक (11631/2006)

५२

पावती क्र.: 11800 दिनांक: 23/11/2006
पावतीचे वर्णन
नांव: साबिर यासिन निरवान

30000 : नोंदणी फी
1080 : नकल (अ. 11(1)), पृष्ठांकनाची
नकल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

31080: एकूण

डु. निबंधकाची सही, मुंबई शहर 1 (फोर्ट)

दस्त क्रमांक (11631/2006) चा गोषवारा
क्रमांक 3502998 मोबदला 3500000 भरलेले मुद्रांक शुल्क : 157840
दस्त हस्ताक्षर केल्याचा दिनांक : 23/11/2006 05:55 PM
दस्तावेजाचा दिनांक : 30/10/2006
दस्त हस्ताक्षर करणाऱ्याची सही :

Sahir / y

दस्ताचा प्रकार : (25) करारनामा
शिकका क्र. 1 ची वेळ : (सादरीकरण) 23/11/2006 05:55 PM
शिकका क्र. 2 ची वेळ : (फी) 23/11/2006 05:57 PM

ओळख :
व्यालील इराम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात.

व त्यांची ओळख पटवितात.
1) रफिक हसनअली मेघाणी, घर/फ्लॅट नं: 6/ए - 141

गल्ली/रस्ता: -
इमारतीचे नाव: हायलॅंड पार्क सोसायटी

इमारत नं: -
पेट/वसाहत: एस वी रोड दहिसर पू

शहर/गाव: मुं

तालुका: -

पिन: 68

2) इरफान इमानदार, घर/फ्लॅट नं: परीलप्रमाणे

गल्ली/रस्ता: -

इमारतीचे नाव: -

इमारत नं: -

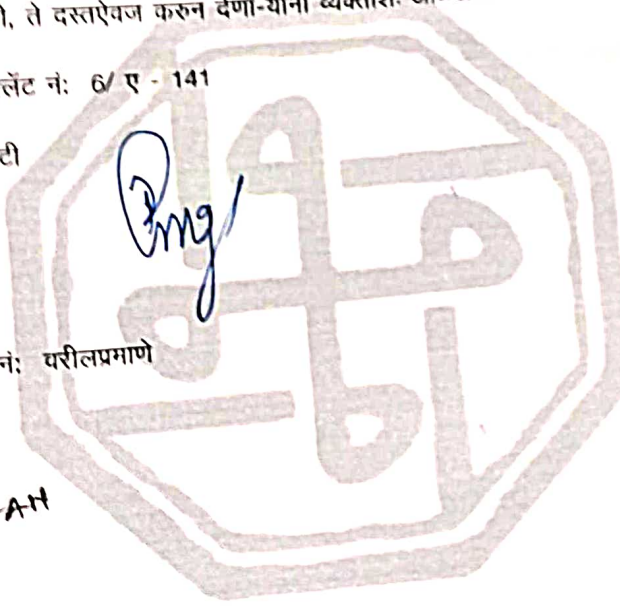
पेट/वसाहत: -

शहर/गाव: -

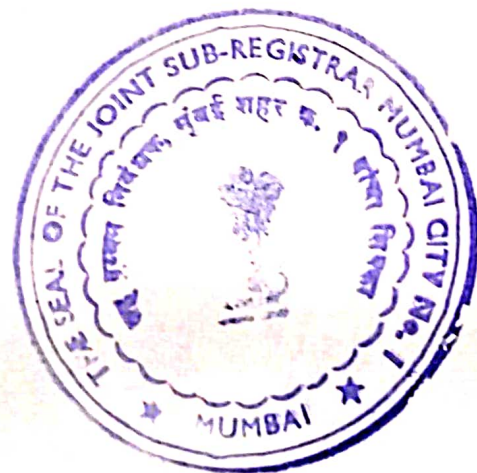
तालुका: -

पिन: -

IRAFAN



डु. निबंधकाची सही
मुंबई शहर 1 (फोर्ट)



डु. दुय्यम निबंधक
मुंबई शहर क्र. १

दस्त गोषवारा भाग - 2

ववइ1

दस्त क्रमांक (11631/2006)

42

पावती क्र.: 11800 दिनांक: 23/11/2006
पावतीचे वर्णन
नांव: साविर याशिन निरवान

30000 : नोंदणी फी
1080 : नक्कल (अ. 11(1)), पृष्ठांकनाची
नक्कल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

31080: एकूण

दु. निबंधकाची सही, मुंबई शहर 1 (फोर्ट)

दस्त क्र. [ववइ1-11631-2006] चा गोषवारा
दस्त क्र. 3502998 मोबदला 3500000 भरलेले मुद्रांक शुल्क : 157840

दस्त हजर केल्याचा दिनांक : 23/11/2006 05:35 PM

निष्ठादनाचा दिनांक : 30/10/2006

दस्त हजर करणा-याची सही :

(Signature)

दस्ताचा प्रकार : 25) करारनामा

शिकका क्र. 1 ची वेळ : (सादरीकरण) 23/11/2006 05:55 PM

शिकका क्र. 2 ची वेळ : (फी) 23/11/2006 05:57 PM (कार्यवाही पूर्ण)

शिकका क्र. 3 ची वेळ : (कबुली) 24/11/2006 03:58 PM

शिकका क्र. 4 ची वेळ : (ओळख) 24/11/2006 03:58 PM

दस्त नोंद केल्याचा दिनांक : 24/11/2006 03:58 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

1) रफिक हसनअली मेघाणी, घर/फ्लॅट नं: 6/ ए - 141

गल्ली/रस्ता: -

इमारतीचे नाव: हायलॅंड पार्क सोसायटी

इमारत नं: -

पेठ/वसाहत: एस वी रोड दहिसर पू

शहर/गाव: मुं

तालुका: -

पिन: 68

2) इरफान इमानदार, घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

इमारतीचे नाव: -

इमारत नं: -

पेठ/वसाहत: -

शहर/गाव: -

तालुका: -

न: -

IRFAN

दु. निबंधकाची सही
मुंबई शहर 1 (फोर्ट)



प्रमाणित करण्यात येते की या
दस्तामध्ये एकूण, ... पाते आहेत

दस्ता क्रमांक 1, ववई-11631/2006

मोबदला.

दिनांक:

24 NOV 2006

सह. दुय्यम निबंधक मुंबई शहर -
अपीनदी मुनावनी करण्या खेरीज
निबंधकाचे सर्व अधिकार असलेला