

# MERIDIEN APARTMENTS

## AGREEMENT FOR SALE

FLAT NO. 303 on 3rd FLOOR

IN BUILDING NO. FOUR



**RAKESH KAMAL**

**BUILDERS & FINANCE PVT. LTD.**

**SITE / SALES OFFICE**

VEERA BROS. COMPOUND, AMBOLI HILL,

VEERA DESAI ROAD, ANDHERI (WEST),

BOMBAY - 400 058.

TEL : 623 98 53

1943  
 Adjudication fee Rs. 25/- (Twenty five only)  
 Vide Chalan No. 10 dt 24/2/95 RBSL

Office of The Dy. Inspector General of Registration  
And Dy. Controller of Stamps Bombay

Certified that under Section 41 of the Bombay  
 Stamp Act 1938, that the proper Stamp duty Rupees 104050/-  
 One lac four Thousand fifty only and penalty Rupees  
 have been paid in  
 respect of the instrument. Vide Chalan No. 7 dt. 1/3/95  
 RBSL



Subject to the provisions of Section 53 A

THIS AGREEMENT made at Bombay this 24<sup>th</sup> day of February  
 1945, BETWEEN MESSRS. RAKESH KAMAL BUILDERS & FINANCE PVT.  
 LTD., a Company incorporated under the Provisions of Companies Act,  
 1956 and having its registered Office at Veera Bros. Compound, Veera  
 Desai Road, Amboli Hill, Andheri (West), Bombay 400 058, hereinafter  
 called "THE PROMOTER" (which expression shall unless it be  
 repugnant to the context or meaning thereof be deemed to mean and  
 include its successors and assigns) of the ONE PART AND

Mr. Tarun Jain

of Bombay Indian Inhabitant, hereinafter called "THE FLAT  
 PURCHASER" (which expression shall unless it be repugnant to the  
 context or meaning hereof be deemed to mean and include  
 his/her/their respective heirs, executors and administrators) of the  
 OTHER PART;

W H E R E A S :

- a) M/s. S.N. Desai & Co., (hereinafter referred to as "the  
 Owners"), a partnership firm having its registered office at  
 Shyam Nagar, Veera Desai Road, Andheri (West), Bombay 400  
 058, are the owners and otherwise well and sufficiently  
 entitled to all those pieces or parcels of lands or grounds  
 situate, lying and being at Veera Desai Road, Andheri (West),  
 Bombay 400 058, in the Revenue Village of Ambivli together  
 with structure in some parts standing thereon and more  
 particularly described in the first Schedule hereunder written  
 and more particularly shown surrounded by a red colour  
 boundary line on the plan thereof hereto annexed and marked  
 Annexure I (hereinafter referred to as the said lands);

- b) Out of the said lands the said owners have by an agreement dated 11th September, 1986 agreed to sell to (M/s. Syndicate builders, a partnership firm having its office at 11, Vasant, Prof. N.S. Phadke Road, Kol Dongri, Andheri (East), Bombay (hereinafter referred to as the said "Syndicate Builders") all those pieces or parcels of land together with the structures standing thereon and more particularly described in the second schedule hereunder written and more particularly shown surrounded by green colour boundary line on the plan annexed hereto as Annexure I (hereinafter referred to as the said property);
- c) By An Agreement dated 27th September, 1986 and made between the said Syndicate Builders therein called the Vendors and the Promoter herein therein called the Purchasers, the promoter herein agreed to purchase the said property more particularly described in the Second Schedule hereunder written at or for the price and on the terms and conditions set out therein (hereinafter referred to as "The said Agreement"). The Promoters will develop the said property by constructing as many buildings as may be permitted by the authorities concerned utilising the entire FSI available and such buildings and/or additions and alterations thereof will be made and/or constructed from time to time;
- d) As provided in the said agreement the portion of the land shown in green hatched lines on the plan annexure I and marked with letters "A", "B", "C", and "D" forming part of land bearing Survey No. 36, Hissa Nos. 1 to 5 (Part), C.T.S. No.5 (Part), which is released under Section 22 of the Urban Land (Ceiling & Regulation) Act, 1976 (hereinafter referred to as the Ceiling Act) along with other lands with structures thereon is merged in by the Owners in City Survey No.2 (Part)/C.T.S. No. 5 (part) as recorded in the order of the Competent Authority under the Ceiling Act bearing No. C/LUC/D.III/SEC.22/2884 dated 22nd November 1985, as a result of which the surplus vacant land shown in red hatched lines on the plan Annexure I hereto is reduced to the extent of \_\_\_\_\_ sq.mts. A copy of the order is annexed hereto and marked as Annexure II (hereinafter referred to as the retainable land);

- e) The said property also consists of surplus vacant land marked by hatched red line on the plan Annexure I within the meaning of the Ceiling Act.
- f) The said retainable land is carved out from the surplus vacant land and thus the retainable land is allowed to be re-developed by the Competent Authority under the Ceiling Act on the terms and conditions mentioned in the letter of permission for re-developed of the said non-vacant land under the said order dated 22nd November, 1985;
- g) In pursuance of the said order dated 22nd November, 1985 the Promoter initially desired to develop the retainable land and accordingly have got the plans sanctioned and obtained IOD dated 23rd September, 1988 bearing No. CE/2637/WS/AK issued by the Municipal Corporation of Greater Bombay and further obtained C.C. dated 14th December, 1989 for two buildings;
- h) The promoter will get the plans sanctioned for the remaining lands whether surplus or not and shall be entitled to put up further construction accordingly and the Flat Purchaser is aware the same;
- i) The Promoter has entered into prescribed Agreement by Council Architects with the Architect, SHRI L.D. BABLADHI of M/s. MONARCH ENGINEERING CONSULTANTS, registered with the Council of Architects and also appointed SHRI R.H. MAHIMTURA as Structural Designers for preparing structural designs and drawings and specifications of the said two buildings and the final purchaser accepts the professional supervision of the said Architect and the said structural Engineer till the completion of the building unless otherwise changed;
- j) As and when the further construction is permitted the promoters shall appoint Architects etc. for construction thereof;
- k) As a result of the aforesaid agreements the Promoter is entitled to and enjoined upon to construction initially two buildings on the said property and to put up further construction and sell flats on what is popularly known as Ownership basis;



- 1) The Promoter is initially causing to be constructed two buildings each consisting of stilt, of ground floor and 7 upper floors consisting of 26 flats;
- m) The Flat Purchaser demanded from the Promoter and the Promoter has given inspection to the Flat Purchaser of all the documents of title relating to the said land, the said Agreements and the plans, designs and specifications prepared by the Architects M/s. CONARCH ENGINEERING CONSULTANTS and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the Rules made thereunder;
- n) A copy of the Certificate of title issued by the Attorney-at-law or advocates of the Promoter, copies of property card or extract of Village Forms, VI, VII and XII or any other relevant revenue record showing the nature of the title of the Original Owner to the portion of the said lands on which the flats are constructed or are to be constructed and copy of the floor plan of the flat agreed to be purchased by the Flat Purchaser approved by the concerned local authority have been annexed hereto and marked Annexures "A", "B" and "C" respectively. The revenue records are in the name of M/s. S.N. DESAI & CO. and the same shall ultimately be transferred to the name of the Co-operative Society or other organisation of the acquirers of flats in the said building constructed or to be constructed on the said entire land;
- o) While sanctioning the said plans for the said buildings the concerned local authorities and/or government has laid down and for further construction may lay down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said lands and the said buildings and upon due observance and performance of which only the occupation and the completion certificates in respect of the said buildings shall be granted by the concerned local authority;
- p) The Promoter accordingly will commence/has commenced construction of the said two Buildings in accordance with the said plans;

- q) The recit etc. terms
- r) The the port park flat)
- s) The know docu
- t) Rely here Purc cond
- NOW BY AND BE
1. The two buildi the said specificati have been variations, and/or as Government hereby g Promoter said plans whether o agreed the of the Fl which may further modificati additions aware the property

- q) The Flat Purchaser has taken inspection of all the hereinbefore recited documents, papers, plans as also all orders, schemes, etc. which are referred in this agreement and is aware of the terms and conditions thereof;
- r) The Flat Purchaser applied to the Promoter for allotment to the Flat Purchaser Flat No. 303 on the 3rd floor \_\_\_\_\_ Wing in building No. 4 to be constructed on the said portion of the said lands and stilt car parking/open car parking/covered garages (hereinafter referred to as the said flat);
- s) The Flat Purchaser has entered into this agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, schemes etc.;
- t) Relying upon the said applications, declarations and agreements herein contained, the Promoter agrees to sell to the flat Purchaser the said Flat at the price and on the terms and conditions hereinafter appearing;

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

1. The Promoter shall initially cause to be constructed the said two buildings each consisting of stilt, ground and 7 upper floors on the said property in accordance with the plans, designs specifications, approved by the concerned local authority and which have been inspected and approved by the Flat Purchaser with such variations, modifications and alterations as the Promoter may deem fit and/or as may be required by the concerned local authority or the Government to be made in them or any of them and the Flat Purchaser hereby gives an irrevocable consent, power and authority to the Promoter to add to, to alter vary or modify from time to time the said plans, designs, specifications, including for further construction whether on the said building or otherwise. It is hereby specifically agreed that the Promoter shall have to obtain prior consent in writing of the Flat Purchaser in respect of such variations or modifications which may adversely affect the flat of the Flat Purchaser and that no further consent of the Flat Purchaser is required for any modification, variation or amendment of the plan including for additions in the buildings to be constructed. The Flat Purchaser is aware that the Promoter is presently developing only part of the said property and that the Promoter will put up further constructions as

and when the necessary orders from ULC authorities are received and plans are sanctioned by the authorities concerned.

2. The Flat Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Flat Purchaser in the Building No. 4 in the said complex one Flat bearing No. 303 on the 3rd floor of \_\_\_\_\_ Wing as shown in the floor Plan thereof hereto annexed and marked Annexure 'C' with amenities as described in Schedule Annexure 'D' hereto of the carpet area admeasuring 1042.75 sq.mtrs. (which inclusive of the area of balconies) still car parking No. \_\_\_\_\_ open car parking No. \_\_\_\_\_ covered garage No. \_\_\_\_\_ (hereinafter collectively referred to as the "flat") for the aggregate price of Rs. 86390/- (Rupees Eight Lakh Sixty Three Thousand One Hundred Ninety only) including the proportionate price of the "common areas and facilities" appurtenant to the premises and in proportion to the entire property, the nature, extent and description of the "limited common areas and facilities" which are more particularly described in the Third Schedule hereunder written. The Flat Purchaser has paid a sum of Rs. 22800/- (Rupees Two Lakh Twenty Eight Thousand only) as earnest or deposit on or before the execution of these presents. The Flat Purchaser hereby agrees to pay to the Promoter balance amount in the following manner :-

- |                    |  |
|--------------------|--|
| i) Rs. 1238/-      | on completion of plinths;  |
| ii) Rs. 53600/-    | on casting of First Slab;  |
| iii) Rs. 53600/-   | on casting of Second Slab;   |
| iv) Rs. 53600/-    | on casting of Third Slab;  |
| v) Rs. 53600/-     | on casting of Fourth Slab;   |
| vi) Rs. 53600/-    | on casting of Fifth Slab;  |
| vii) Rs. 53600/-   | on casting of Sixth Slab;  |
| viii) Rs. 52600/-  | on casting of Seventh Slab;  |
| ix) Rs. 53600/-    | on casting of Eighth Slab,   |
| x) Rs. 53600/-     | on masonry work being completed;   |
| xi) Rs. 53600/-    | on flooring work being completed;  |
| xii) Rs. 90952/-   | on plaster (Internal and external) being completed;                                |
| xiii) Rs. 100000/- | On completion of building and before or at the time of handing over of possession. |

3. The percentage of the undivided interest of the Flat Purchaser in the common areas and facilities limited or otherwise pertaining the said Flat shall be in proportion of the area of the flat agreed to be

sold her  
otherwis

4. with or  
terms,  
have be  
sanction  
possessio  
obtained  
certificat  
be purch

5. T  
Agreement  
Flat Pur  
said pr  
raised t  
of the  
Advocate

6. T  
condition  
have be  
granted  
otherwis

7. T  
the said  
construct  
building  
authoriti  
Municipa  
(hereina  
and the  
his title  
before t  
Society  
the Prop  
encumbre  
title to  
Society/I  
the exec  
property

sold hereunder to the total common areas and facilities limited or otherwise of the entire project.

4. The Promoter hereby agrees to observe perform and comply with or caused to be observed, performed and complied with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Flat to the Flat Purchaser, obtain or cause to be obtained from the concerned local authority occupation or completion certificates in respect of the building containing the Flat agreed to be purchased by the Flat Purchaser.

5. The Flat Purchaser has prior to the execution of this Agreement satisfied himself about the title to the said property. The Flat Purchaser shall not be entitled to investigate the title of the said property any further and no requisition or objection shall be raised by the Flat Purchaser in any manner relating thereto. A copy of the certificate of title issued by M/s. MAHIMTURA & COMPANY, Advocates & Solicitors, is hereby annexed and marked Annexure 'A'.

6. The Flat Purchaser agrees to comply with all the terms and conditions of any order scheme, permission, objection etc. that may have been granted or sanctioned and/or which may hereafter be granted or sanctioned or imposed by any authority statutory or otherwise.

7. The Flat Purchaser is aware that the Promoter is developing the said property as mentioned above i.e. initially the Promoters are constructing two building and thereafter will construct further buildings as per the permission and sanction granted by the concerned authorities including ULC authorities, Government of Maharashtra, Municipal Corporation of Greater Bombay, Town Planning authorities (hereinafter for brevity's sake referred to as the entire complex) and the Promoter has made full and true disclosure of the nature of his title to the said portion. The Promoter, however, agrees that before transferring and/or vesting the entire complex in favour of the Society or such other body of acquirers of flats in the said building, the Promoter shall ensure that the said property is free from all encumbrances and that the Owners have absolute, clear and marketable title to the said property so as to enable him to convey to the said Society/Limited Company such absolute, clear and marketable title on the execution of the Conveyance/Assignment of lease/lease of the said property by the Promoter in favour of the Society/Limited Company.

B      A



8. The Flat Purchaser hereby grants his irrevocable power and consent to the Promoter and agrees :-

- a) that till the Conveyance or any other documents vesting the said entire property in favour of Co-operative Society of the Flat Purchaser or such other organisation as may be permissible under law is executed the Promoter alone shall be entitled to all FSI whether available at present or in future including the balance FSI, the additional FSI available under D.C. Rules from time to time and/or any special concession, modification of present Rules and Regulations granting FSI, FSI available in lieu of the road widening set back reservation or otherwise howsoever including by way of transfer of development rights and deal with and dispose off the same as the promoter may deem the same fit.
- b) that under no circumstances the Flat Purchaser will be entitled to any FSI or shall have any right to consume the same in any manner whatsoever;
- c) to the Promoter developing the said plot of land fully by constructing additional buildings/floors/structures thereon and/or on the said building from time to time as and when permission and sanction for the same is received from the concerned authorities so as to avail of the full FSI permissible at present or in future for the said property and/or transfer of development rights and including for staircase, lift, passage by way of purchase of floating FSI on the said property and including putting up any "additional Construction" as mentioned above and Promoter selling the same and appropriating to itself the entire sale proceeds thereon without the Flat Purchaser or other acquirers of the tenements/flats in such building/or buildings and/or their common organisation having any claim thereto or to any part thereof. The FSI of any nature whatsoever and further and/or additional construction shall always be the property of the Promoter who shall be at liberty too use, deal with, dispose off, sell, transfer etc. the same in manner the Promoter chooses. The Flat Purchaser agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance while such additional construction is carried on. The Promoter shall be entitled to consume the said FSI by raising floor or floors on any structures including the said buildings and/or putting

d) to  
bull  
oper  
oper  
adv  
be  
conc

e) To  
flat  
soci  
soci  
Pro

f) to  
mate  
the  
g) not  
rese

h) to  
cons

i) to  
Pro  
com

The afores  
irrevocable  
the said f  
of the said  
of flats.

9. With  
Promoter a  
the Promot



additional structures and/or by way of extension of any structure and/or to transfer or sell the same to any person. The Conveyance of the said portion/land, building etc. and transfer of rights and benefits of the Promoter as hereinafter mentioned shall be subject inter alia to the aforesaid reservation;

- d) to the promoter selling any part or portion of the said building or buildings and/or further constructions including the open terrace, walls or part of the said portion and/or the open space including for use as a garden, display of advertisements, hoardings, well water, etc. as the same may be permissible or ultimately be permitted by the authorities concerned;
- e) To admit without any objection the persons who are allotted flats/tenements by the Promoters as members of the proposed society and/or as members of the society in the event the society is registered before all flats are sold by the Promoters;
- f) to bear and pay any increment in the price of building material due to unavoidable circumstances as may decided by the Promoter;
- g) not to raise any objection or interfere with Promoter's rights reserved hereunder;
- h) to execute, if any further or other writing, documents, consents, etc. as required or necessary;
- i) to do all other acts, deeds, things and matters which the Promoter in his absolute discretion deem fit for putting into complete effect the provisions of this Agreement.

The aforesaid consent and agreement shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said flat is handed over to the Flat Purchaser and/or possession of the said property is handed over to the society of the Purchasers of flats.

9. Without prejudice to the other rights and contentions of the Promoter and without waiver of any of the rights and contentions of the Promoter, the Flat Purchaser agrees to pay to the Promoter

interest at 18% per annum on all the amounts which become due and payable by the Flat Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Flat Purchaser till the date the payment is made to the Promoter.

10. On the Flat Purchaser committing default in payment on due date of any amount due and payable by the Flat Purchaser to the Promoter under this Agreement including his/her proportionate share of taxes levied by concerned local authorities and other outgoings and/or on the Flat Purchaser committing breach of any of the terms and conditions herein contained, the promoter shall be entitled at its own option to terminate this agreement by giving 15 days notice PROVIDED FURTHER that upon termination of this Agreement as aforesaid, the promoter shall refund to the Flat Purchaser the installments of sale price of the Flat which may till then have been paid by the Flat Purchaser to the promoter by the Promoter shall not be liable to pay to the Flat Purchaser any interest or any other amount over and above the amount so refund of aforesaid amount by the Promoter, the Promoter shall be at liberty to deal with or dispose off or sell or flat to such person and at such price as the Promoter may in its absolute discretion think fit. The Flat Purchaser agrees that sending of the said amount by cheque by the Promoter to Flat Purchaser at the address given by the Flat Purchaser in these presents, whether the Flat Purchaser encashes the cheque or not will amount to the refund of the amount so required to be refunded.

11. The fixtures, fittings and amenities to be provided by the Promoter in the said building and the flat are those that are set out in Annexure C hereto.

12. The promoter may complete the entire building in which the flat purchaser has agreed to purchase the flat or any part or portion of floor to such building and obtain part occupation certificate thereof and give possession of premises therein to the acquirers of such premises and the Flat Purchaser herein shall have no right to object to the same and will not object to the same and the Flat Purchaser hereby gives his specific consent to the same. If the Flat Purchaser takes possession of any premises in such part completed portion or floor or otherwise the Promoter and/or its Agents or Contractors shall be entitled to carry on the remaining work for entire complex including further and additional construction work of building in the said premises, their said buildings or any part thereof and if any inconvenience and/or nuisance which may be caused to him/her or any other person as the promoter will complete the entire complex.

*[Handwritten signature]*

13. The Purchaser and only without possession beyond his Company's Flats Act, on demand received at nine p sum till the Purchaser the Prom presents, will amou PROVIDED of time completion on account

- (i) No or
- (ii) Wa
- (iii) An oth

14. The property, portion th

15. Th fifteen d Purchaser occupation the said in constr possession

16. Th purposes part or p



13. The Promoter shall give possession of the Flat to the Flat Purchaser on or before \_\_\_\_\_ day of \_\_\_\_\_ and only against the execution of conveyance and not before or without conveyance. If the promoter fails or neglects to give possession of the Flat to the Flat Purchaser on account of reasons beyond his control and/or his agents and/or the said firm and the Company as per the provisions of Section 8 of Maharashtra Ownership Flats Act, by the aforesaid date, then the Promoter shall be liable on demand to refund to the Flat Purchaser the amounts already received by the Promoter in respect of the Flat with simple interest at nine percent per annum from the date the Promoter received the sum till the date the amounts and interest thereon is paid. The Flat Purchaser agrees that sending of the said amount by the cheque by the Promoter at the address given by the Flat Purchaser in these presents, whether the Flat Purchaser encashes the cheque or not, will amount to refund of the amount so required to be refunded. PROVIDED THAT the Promoter shall be entitled to reasonable extension of time for giving delivery of flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of:

- (i) Non-availability of Steel, cement, other building material water or electric supply etc.
- (ii) War, civil commotion or act of God;
- (iii) Any Notice, order, rules, notification of the government and/or other public or competent authority.

14. The Promoter shall be entitled to change the user of the said property, and/or building to be constructed thereon and/or part or portion thereof but the same will not affect the user of the said flat.

15. The Flat Purchaser shall take possession of the Flat within fifteen days of the Promoter giving written notice to the Flat Purchaser intimating that the said flat is ready for house and occupation and the Flat Purchaser shall before taking possession of the said flat inspect the said thoroughly and point out defect if any in construction and/or amenities and facilities and will take possession only after rectification thereof if any required.

16. The Flat is intended and shall be used for residential purposes only and the Flat Purchaser shall not use the flat or any part or portion thereof for any other purposes whatsoever. The Flat

Purchaser shall use the garage or parking space only for the purpose of keeping or parking the Flat Purchaser's own vehicle and for no other purpose.

17. The entire complex shall always be known as "MERIDIAN APPARTMENTS" and this will not be changed without prior written consent of the Promoter. Each building may be known by a different number as the Promoter may deem fit and their decision shall be final and binding on the Flat Purchaser and Flat Purchaser shall not challenge the same.

18. The Flat Purchaser alongwith other purchasers of flats in the said building or the entire complex as may be decided by the Promoter in their absolute discretion shall join in forming and registering the Society and such Society shall bear the name of "MERIDIAN" as its first name and this will not be changed without written consent of the Promoter. The Promoter may decide to form one Society for each building or one society for the entire complex in its absolute direction and such decision shall not be challenged by the Flat Purchaser. The Flat Purchaser agrees that for the aforesaid they shall from time to time sign and execute all papers, documents, applications for registration and/or membership necessary for the formation and the registration of the Society for becoming a member including bye-laws of the proposed Society and duly fill in and sign and return to the Promoter within four days of the same being forwarded by the Promoter to the Flat Purchaser so as to enable the Promoter to register the Society of the Flat Purchaser under Section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964 No Objection shall be taken by the Flat Purchaser if any changes or modifications are made in the draft bye-laws as may be required by the Register of Co-operative Societies or any other Competent Authority.

19. The Flat Purchaser is aware that the building plans are submitted to and sanctioned by the Bombay Municipal Corporation Sector wise and as such FSI that may be consumed while constructing the said two buildings on the said portion as set out hereinabove and may be more than the area of the retainable land as also some of the common amenities like open parking space etc. are commonly provided for all buildings in respect of each sectors and as such sub-division of the said retainable land may not be permitted and that the Flat Purchaser shall not insist upon nor the Promoters shall be liable and/or responsible to obtain sub-division in respect of the said

retainable la  
entitled to  
Purchasers i  
for the entire  
common soc  
executing co  
subject to  
conveyance/l  
constructed i

20. The  
registration  
the Society  
option of th  
part of the  
be executed  
necessary co  
permitted b  
Society.

21. Comm  
Promoter to  
for occupati  
is earlier,  
Promoter (a  
Municipal A  
whether any  
actually ass  
finally dete  
dues, duties  
time hereaf  
building or  
including th  
the entire  
Owners or  
outgoings in  
insurance,  
paintings, c  
water being  
Salaries and  
etc. and (d  
entire build  
the Society  
to the soci



retainable land. Notwithstanding the aforesaid the Promoters shall be entitled to form a common society/limited company of all the Flat Purchasers in the buildings to be constructed in each sector and/or for the entire complex. In the event of Promoter decides to form the common society/limited company then and in such event instead of executing conveyance of the said retainable land the Promoter shall subject to the aforesaid provision execute/cause to be executed conveyance/lease in respect of each sector alongwith building constructed thereon in favour of such society/limited company.

20. The Promoter shall, within a period of six months of registration of the Society, as aforesaid, cause to be transferred to the Society all the right title and interest of the Promoter at the option of the Promoter and at their sole descretion in the aliquot part of the said property together with the Buildings by causing to be executed by the Developers and other parties concerned the necessary conveyance of the said property or to the extent as may be permitted by the Authorities, and the said building in favour of such Society.

21. Commencing a week after notice in writing given by the Promoter to the Flat Purchaser that the said Flat/tenement is ready for occupation or before taking the possession of the flat, whichever is earlier, the Flat Purchaser will be liable and pay regularly to the Promoter (a) the proportionate share of the Flat Purchaser of the Municipal Assessment Tax of the Property, all rates and taxes whether any or all the tenements of the building shall have been actually assessed or not or event if the assessment may not have been finally determined; (b) the share of the Flat Purchaser in all other dues, duties, impositions, outgoings, and burden of any nature at any time hereafter assessed or imposed upon the said property and building or upon the owners or occupiers thereof by any authority including the Municipality, Government Revenue Authority in respect of the entire buildings or the user thereof and payable either by the Owners or occupiers and (c) the proportionate share of all other outgoings in respect of the said flat or building including other taxes insurance, common lights, sanitation, additions and alterations, paintings, colour washing, repairs, water charges in the event of water being charged on the basis of meter by the Municipality, Salaries and charges of Bill Collector, Clerks, Chowkidars, Sweepers, etc. and (d) all other expenses necessary and incidental to the said entire buildings including the said management and maintenances. Until the Society is formed and the said property and buildings transferred to the society the Flat Purchaser shall pay to the promoter such

proportionate share of outgoings as may be determined by the Promoter. The Flat Purchaser shall within seven days of posting intimation as aforesaid, deposit and keep deposited with the Promoter a sum of Rs. 10000/- (Rupees Ten Thousand only only) without interest as security deposit for payment by the Flat Purchaser his share of aforesaid outgoing and payments. The Flat Purchaser hereby further un-equivocably agrees with the promoter that until the Flat Purchaser's share is determined, the Flat Purchaser shall from the date of the said intimation, regularly pay to the Promoter on the 5th day of every month provisional monthly contribution of Rs. 800/- (Rupees Eight Hundred only only) towards and on account of the Flat Purchaser's share of the aforesaid outgoings and such payments shall be made at every month in advance to the Promoter. The Promoter shall be at liberty without being bound to do so to appropriate from the said deposit money, if any, the due by the Flat Purchaser for its aforesaid share of liability.

22. The Flat Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter the following amounts :-

- (i) Rs. 2000/- being agreed legal charges and expenses;
- (ii) Rs. 200/- for share money application entrance fee of the Society or Limited Company;
- (iii) Rs. 1575/- for formation and registration of the Society.

-----  
 Rs. 3775/- Total  
 -----

23. The Promoter shall utilise the sum of Rs. 3575/- paid by the Flat Purchaser to the Promoter for meeting all legal costs, charges and expenses, including professional costs of the Attorney at law/Advocates of the promoter in connection with the formation of the said society, preparing its rules, regulations and by-laws and the costs preparing and engrossing this Agreement and the Conveyance.

24. The Promoter on behalf of the Flat Purchaser shall pay from the amount of deposit all costs for preparing of all other documents costs of lawyers for transfer of the said property to the said Co-operative Society (such costs of transfer to be borne and paid

wholly by the in equal shar stamp duty, paid wholly garages parkin

25. At the Purchaser she of stamp duty Society on th in respect of favour of the

26. In the notified for s the compense authorities co

27. Herein to be made the land or l upon to do s thereof at o tenement as n

28. The F bring all per covenant with a) to ma

tenant the f. anythi its st regula author buildi any p

b) not to combu the cr is sit concer to be

*[Handwritten signature]*




wholly by the Flat Purchaser and other acquirers of flats/tenements in equal shares but exclusive of all out of pocket expenses like stamp duty, registration charges etc. which also will be borne and paid wholly by the Flat Purchaser and other acquirers of flat, garages parking space etc.

25. At the time of taking possession of the flat, the Flat Purchaser shall also pay to the promoter the Flat Purchaser's share of stamp duty and registration charges payable, if any, by the said Society on the Conveyance or any document or instrument of transfer in respect of the said property and the building to be executed in favour of the Society.

26. In the event of any part or portion of the said property being notified for set back, the Promoter along shall be entitled to receive the compensation or such other benefit that may be given by the authorities concerned for such set back land.

27. Hereinafter if any charges are levied by or payment required to be made to any Government Authorities or Local bodies either on the land or buildings or otherwise the Flat Purchaser or being called upon to do so by the Promoter, pay to the promoter his/her share thereof at or before or after taking possession of the said flat tenement as may be required or demanded by the Promoter.

28. The Flat purchaser/s or himself/themselves with intention to bring all persons into whosoever hand the flat may come, doth hereby covenant with the Promoters as follows :

- a) to maintain the flat at Flat Purchaser's own cost in good tenable repair and condition from the date of possession of the flat is taken and shall not do or suffered to be done anything in or to the building in which the Flat is situated its staircase or any passage which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof;
  - b) not to store in the flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may
- 





- g) pay to the Promoter regularly whether damaged by the Promoter or not his share of security deposit demanded by concerned local authority or Government for giving water, electricity, sewer clearance, or any other service connection to the building in which the Flat is situated;
- h) to bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned local authority and/or Government and/or other public authority including on account of change of user of the flat by the Flat Purchaser viz. user for any purposes other than for residential purpose;
- i) the Flat Purchaser shall not let, sub-let, transfer assign or part with Flat Purchasers interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Flat Purchaser to the Promoter under this Agreement are fully paid up and only if the Flat Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and without obtaining prior written permission of the Promoter;
- j) The Flat Purchaser shall observe and perform all the rules and regulations which the Society may adopt at its inception and in addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Flat purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and the use of the flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;
- k) In the event of the possession of the flat being given before conveyance of building in which flat is situated is executed, the Flat Purchaser shall enter a supplemental agreement recording the said fact and the consequential matters and conditions as may be required by the Promoter and such supplemental agreement shall be duly stamped by the Flat, purchaser. In such an event the Flat Purchaser shall till such conveyance/licence is executed permit the promoter and their




surveyors and agents with or without workmen and others at all reasonable times, to enter into and upon the said property and buildings or any part thereof to view and examine the state and conditions thereof;

- i) the Purchaser shall not close verandah or balconies without the sanction and permission of the Promoter and the authorities concerned nor shall made any alterations or changes in the elevation and outside colour scheme of the said flat/building.

29. The Flat Purchaser agrees to sign and deliver to the Promoter before and after taking possession of the Flat all writings, papers, documents, applications, etc. as may be necessary or required by the Promoter to put the intention of the parties as reflected herein into complete effect.

30. The Promoter shall on the execution of conveyance, if one conveyance is to be executed in favour of one society for the entire complex or on execution of all conveyance if more than one conveyance is to be executed, hand over the balance of amount from the sums received by the promoter from the Flat Purchaser as advance deposit after adjusting all the dues and amount paid of the share capital, admission fee, expenses, deposits paid on behalf of the Flat Purchaser and towards the outgoings, etc. to the society.

31. Nothing contained in this Agreement is intended to be, nor shall be construed as a grant, demise or assignment in law of the said flat or of the said property and buildings or any part thereof in favour of the Flat Purchaser and/or other Purchasers of flats in the said building or other building or buildings. The Flat Purchaser shall have no claim save and except in respect of the flat hereby agreed to be sold to him and the entire property including all open spaces, parking spaces lobbies, staircases, recreation spaces, walls, compound wall, lifts, terraces including the right over walls hoarding rights, etc. will remain the property of the Promoter and/or the said firm and company, who shall be entitled to sell, transfer deal with or dispose of the same in any manner they deem fit until the entire property including land and building or buildings is transferred to the Society as herein mentioned.

32. During the course of construction, the Flat Purchaser may instruct the Promoter to make any addition or alteration including any extra amenities provided the same does not involve any structural change and is permitted by the Municipal Corporation of Greater

Bombay and cost is paid by the Promoter. The Promoter shall have liberty to make any addition or alteration at its absolute discretion.

33. Interest on the amount of the Flat Purchase price shall be paid by the Flat Purchaser with the

34. Notwithstanding anything to the contrary herein, the Promoter shall be responsible for the payment of all expenses incurred in the execution of the said conveyance and towards the common expenses of the Society.

35. The Flat Purchaser shall be bound to enforce the purchase of the flat within the time specified in the agreement and shall be liable for the purchase of any flat under the Promoter.

36. The Flat Purchaser shall be liable to pay the purchase price of the flat within the time specified in the agreement and shall be liable for the purchase of any flat under the Promoter in default of the purchase price.

37. The Flat Purchaser shall be liable to pay the purchase price of the flat within the time specified in the agreement and shall be liable for the purchase of any flat under the Promoter.

*[Handwritten signatures]*

Bombay and for such additional alteration or extra amenities extra cost is paid in advance by the Flat Purchaser to the Promoter upon the Promoter agreeing to provide the same. The Promoter shall be at liberty to refuse to provide such or any extra amenities and/or addition and/or alteration without assigning any reason and in their absolute discretion.

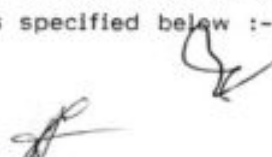
33. Irrespective of disputes, if any, arises between the Promoter and the Flat Purchaser and/or the said Co-operative Society, all amounts, contributions and deposits including amounts payable by the Flat Purchaser to the Promoter under this Agreement shall always be paid punctually by the Flat Purchaser to the Promoter and shall not be withheld by the Flat Purchaser for any reasons whatsoever.

34. Notwithstanding any thing stated hereinabove, the Promoter shall be entitled to submit the said property under the provisions of Maharashtra Apartment Ownership Flats Act, 1970, and in such an event, the Flat Purchaser shall at his/their costs, charges and expenses be entitled to execution of a Deed of Apartment, and/or Conveyance and in such an event, the Promoter shall cause the Owners to execute such relevant documents for effecting a proper transfer of the said flat and undivided share, right, title, and interest in the common areas and amenities in favour of the respective Flat Purchaser of the Respective flats.

35. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser by the promoter shall not be construed as a wiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser nor shall the same in any manner prejudice the rights of the Promoter.

36. The Flat Purchaser shall present this Agreement as well as the conveyance at the proper registration office of the registration within the time limit prescribed by the Registration Act without fail and the Promoter will attend such office and admit execution thereof provided the Promoter is informed well in advance about the same. In case of default the Flat Purchaser shall only remain liable to penalty and/or punishment for his negligence.

37. All notices to be served on the Flat Purchaser as contemplated by his Agreement shall be deemed to have been duly served if sent to the Flat Purchaser, at his/her address specified below :-



Mrs. TARUN JAIN

D/25, 203, YOGI NAGAR,

SEKAR ROAD, BORIVLI (WEST), BOMBAY-91

38. After possession of the said Flat is handed over to the Flat Purchaser if any additions or alterations in or about or relating to the said building and/or flat are required to be carried out by any statutory authority, the same shall be carried out by the flat Purchaser and the other acquirers of the flats in the said buildings at their own costs, expenses, risks and responsibilities and Promoter will not in any manner be responsible for the same.

39. The Promoter shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title or interest in the said property or in the said building to be constructed by Promoter but the same shall not effect the flat purchased by the Flat Purchaser.

40. Under no circumstances, the possession of the flat shall be given to the Flat Purchaser unless and until payments required to be made under the Agreement by the Flat Purchaser has been made by him/her.

41. The Flat Purchaser shall not be entitled to claim partition of his/her share in the said property and/or the said Building and the same shall always remain undivided and impartible.

42. In the event of the society being formed and registered before the construction and/or sale and/or disposal by the Promoter of all the Flats/Shops/Garages/Parking Spacs and hoarding space etc. in the said buildings as aforesaid, the Powers and authority of the society so formed of the Flat Purchaser and other purchasers of flats, shall be subject to the over all control of the Promoter on all or any of the matters, concerning the said building, the construction and completion thereof and all amenities appurtenant to the same and in particular but without prejudice to the generality of the foregoing, the Promoter shall have absolute authority and control as regards the FSI available for further construction, incomplete construction unsold portion of such building including flats, shops, garages, hoarding space and parking space and the disposal thereof and the society so formed shall not have any such right or authority.

43. The Transfer deed or deeds and all documents shall be prepared by M/s. Kantilal Underkat & Co., Advocates of the Promoter and shall contain covenants and conditions including those contained in

this Agreement modification deemed fit and desirable.

44. The all other time in the Promoter spaces/ho

45. All information and expenses all other any other the Flat expenses profession including and paid proportion contribute share of Purchaser demand.

46. The percent flat/shop. Agreement

47. 11 PARTIES terrace the resp are inter Purchase concerned may be.

this Agreement and the Agreement with the Original Owner with such modification alterations, and additions therein as the Promoter may deem fit and proper and other clauses which they think necessary and desirable.

44. The Flat Purchaser shall sign all papers and documents and do all other things that the Promoter may require it to do from time to time in this behalf including for safeguarding the interests of the Promoter and holders of other flats/shops/garages/parking spaces/hoarding space etc. in the building in the said property.

45. All costs, charges and expenses in connection with the formation of the Co-operative Society as well as the costs, charges and expenses of preparing engrossing stamping and registering this and all other Agreements Covenants deeds including Deed of Apartment or any other documents required to be executed by the Promoter and/or the Flat Purchaser out of pocket expenses and all cost, charges and expenses arising out of or under these presents as well as the entire professional costs of the Advocates or Solicitors for the Promoter including preparing and approving all such documents shall be borne and paid by the acquirers of the tenements or by the Society proportionately including the Flat Purchasers. The Promoter shall not contribute anything towards such expenses. The proportionate such share of the costs charges and expenses payable by the Flat Purchaser shall be paid by the Flat Purchaser immediately on demand.

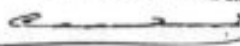
46. The Flat Purchaser shall pay brokerage to M/s. \_\_\_\_\_  
\_\_\_\_\_ at the rate of two percent on the total purchase price of the said flat/shop/garage/parking space/hoarding space on the execution of this Agreement.

47. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space in front of or adjacent to the terrace flats in the said building, if any shall belong exclusively to the respective purchaser of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter the Society or as the case may be.

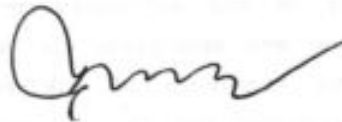
48. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act and the Maharashtra Co-operative Societies Act.

IN WITNESS WHEREOF the parties here to have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED BY )  
the withinnamed "PROMOTER" )  
RAKESH KAMAL BUILDERS AND )  
FINANCE PRIVATE LIMITED )  
in the presence of .....

For Rakesh Kamal Builders & Finance Pvt. Ltd.  
  
Director.

SIGNED SEALED AND DELIVERED BY )  
the withinnamed "FLAT PURCHASER" )  
Mr. Torun Jain )  
in the presence of..... )



RECEIVED the day and year first )  
hereinabove written of and from )  
the withinnamed Flat Purchaser a )  
sum of Rs. 225000/- )  
Rupees Two lakhs Twenty )  
Five Thousand only )  
only) being the amount of earnest )  
money to be paid by them to us )  
by cash/cheque No. 263/208 )  
263/140 )  
on State Bank of India )  
dated 10-10-92 & 24-2-93 )

Rs 225000/-

WITNESSES

WE SAY RECEIVED  
For Rakesh Kamal Builders & Finance Pvt. Ltd.

  
Director.  
(PROMOTER)

All the  
lying and be  
Registration  
Suburban be  
Nos.1, 2, 4  
admeasuring

All those pl  
lying and be  
registration  
Suburban be  
2, 4, 5, 6,  
Ambivli adm

The  
Facilities" e  
as under :-

- (A) Comm
- i)
- ii)
- iii)
- iv)
- v)
- vi)
- vii)

The  
Interest in 1

THE FIRST SCHEDULE ABOVE REFERRED TO

All those pieces or parcels of land or grounds and structures lying and being at Veera Desai Road, Andheri, Greater Bombay in the Registration District and Sub-District Bombay City and Bombay Suburban bearing Survey No. 109 B-1, 109 B-2 and Survey No.36 Hissa Nos.1, 2, 4, 5, 6, 8 and 9 C.T.S. Nos. 1, 2, 5 of Village Ambivli admeasuring 61,112 sq.metres or thereabouts.

THE SECOND SCHEDULE ABOVE REFERRED TO

All those pieces or parcels of lands or grounds and structures situate lying and being at Veera Desai Road, Andheri, Greater Bombay in the registration District and Sub-District of Bombay City and Bombay Suburban bearing Survey no. 109 B-1 (Part), 36 (Part), Hissa Nos. 1, 2, 4, 5, 6, 8 and 9 C.T.S. Nos. 2 (Part) and 5 (Part) of Village Ambivli admeasuring 7920 sq. meters or thereabouts.

THE THIRD SCHEDULE ABOVE REFERRED TO

The nature, extent and description of the "Common Areas and Facilities" and of the "Limited Common Areas and Facilities" shall be as under :-

(A) Common Areas and Facilities :

- i) Entrance lobby and foyer of the Building;
- ii) Compound of the building, i.e. the open area (out of the said property described in the First Schedule above) appurtenant to the built-up area of the building, but excluding the open car parking spaces in the compound allotted/to be allotted to the respective Flat holder and garages, if permitted and constructed;
- iii) \_\_\_\_\_ ft. wide staircase of the building, including main landing, for the purpose of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping;
- iv) Terrace admeasuring about \_\_\_\_\_ sq.ft. above the top floor of the building for being used as open terrace by the members but not for putting up any construction or as a play area or for pounding of "masala" or any such objectionable use;
- v) Office area of about \_\_\_\_\_ sq.ft. to be constructed in the compound/ground floor for use of the Society;
- vi) Watchman cabin admeasuring about \_\_\_\_\_ sq.ft. in the compound;
- vii) Servant toilet admeasuring about \_\_\_\_\_ sq.ft. on the ground floor;

The Flat holder will have a \_\_\_\_\_ per cent undivided interest in the above;



(B) Limited Common Areas and Facilities :

- i) Landing admeasuring about \_\_\_\_\_ sq.ft. in front of the stairs on the floor on which the particular flat is located, as a means of access to the flat but not for the purposes of storing or as a recreation area, or for residence or for sleeping;
- ii) This landing is limited for the use of the residents of the flats located on that particular floor and for visitors thereto, but is subject to means of access for reaching the other floors, available to all residents and visitors;

The flat holder will have a \_\_\_\_\_ per cent undivided interest in the above.

Re

Kaila  
Sham  
Veere  
Veere  
Desai  
Andh  
First  
said

M/s.  
agre  
port  
here  
Urba  
Urbe  
part  
land

betw  
Fine  
agre  
here

Bull  
prop  
dev

M/s  
Sche  
We  
and  
sell  
cont  
her  
sanc

lyir  
Reg  
Sub  
Nos  
adr

**MAHIMTURA & CO.**  
**Advocates & Solicitors**

66, Tamarind Lane, Fort, Bombay 400 023.  
Tel : 272508, 273176 Res: 8124629

Re : In the matter of immovable property situate at Village Ambivli, Taluka Andheri.

THIS IS TO CERTIFY that we have investigated the title of (1) Kailas Shamji Veera, (2) Shamji Dahyabhai Veera HUF through Karta Shamji D. Veera, (3) Hemlata Shamji Veera, (4) Ketan Vallabhbhai Veera, (5) Hemlata Vallabhbhai Veera and (6) Vallabhji Dahyabhai Veera HUF through Karta Ketan Vallabhji Veera partners of M/s. S.N. Desai & Co. having its office at Sham Nagar, Veera Desai Road, Andheri (West), Bombay 400 058 to the property described in the First Schedule hereunder written and in our opinion the title to the said property is marketable and free from encumbrances.

By an Agreement for Sale dated 11th September 1986 the said M/s. S.N. Desai & Co. agreed to sell and M/s. Syndicate Builders agreed to purchase a portion out of the larger property, which portion is more particularly described in the second Schedule hereunder written. The larger property being within the Bombay Urban Agglomeration in accordance with the Schedule appended to the Urban Land (Ceiling and Regulation) Act 1976, a portion thereof more particularly described in the Second Schedule hereunder written is land within Ceiling Limits.

By another Agreement dated 26th day of September 1986 made between M/s. Syndicate Builders and M/s. Rakesh Kamal Builders and Finance Pvt. Ltd., the said M/s. Syndicate Builders in their turn agreed to sell the property described in the Second Schedule hereunder written on the terms and conditions therein contained.

In pursuance of the aforesaid Agreements M/s. Rakesh Kaman Builders and Finance Pvt. Ltd. are placed in possession of the property described in the Second Schedule hereunder written and are developing the same.

In the circumstances and in our opinion the title of the said M/s. S.N. Desai & Co. to the property described in the Second Schedule hereunder written is marketable and free from encumbrances. We are also of the opinion that the said M/s. Rakesh Kamal Builders and Finance Pvt. Ltd. are entitled to develop the said property by selling flats, shops and other premises in the buildings to be constructed on the property described in the Second Schedule hereunder written in accordance with the plans and permissions to be sanctioned and obtained.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

All those pieces or parcels of land or grounds and structures lying and being at Veera Desai Road, Andheri, Greater Bombay in the Registration District and Sub-District Bombay City and Bombay Suburban bearing Survey No. 109 B-1, 109 B-2 and Survey No.36 Hissa Nos.1, 2, 4, 5, 6, 8 and 9 C.T.S. Nos. 1, 2, 5 of Village Ambivli admeasuring 61,112 sq.metres or thereabouts.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

All those pieces or parcels of lands or grounds and structures situate lying and being at Veera Desai Road, Andheri, Greater Bombay in the registration District and Sub-District of Bombay City and Bombay Suburban bearing Survey no. 109 B-1 (Part), 36 (Part), Hissa Nos. 1, 2, 4, 5, 6, 8 and 9 C.T.S. Nos. 2 (Part) and 5 (Part) of Village Ambivli admeasuring 7920 sq. meters or thereabouts.

Dated this 1st day of March, 1990.

For M/s. MAHIMTURA & CO.

Sd/-

Proprietor

**PLOT :**

The land is

**BUILDING :**

There will be 1 floor with masonry walls

**DOORS :**

All outside shutters of wood or polish type lock

All inside Shutters of wood (4) cover without ventilator one tower outside and one door to be equivalent to Godrej or and 1 tower hinges of door for type duty one tower door with

**WINDOWS :**

All windows

**TOILETS, BATHS**

The floor will be with a drain plated sheet each bath flooring of

**KITCHEN :**

The floor will be polished sink of provided be provided

**PLUMBING :**

There will be tap will wash basin provided

SPECIFICATION

**PLOT :**

The land is freehold.

**BUILDING :**

There will be two buildings of stilt, ground and 7 upper floors with lift and shall be of R.C.C. frame with brick masonry walls/C.C. block walls.

**DOORS :**

All outside doors shall have (1) wooden frame 4" x 2½" (2) shutters of flush type commercial type 1¼" thick (3) Oil Paint or polish from both the sides, (4) Chromium plated handle type lock to each door, (5) No cover moulding.

All inside doors shall have (1) wooden frame 4" x 2½" (2) Shutters same as outside, (3) Oil painted from both the sides, (4) covers moulding of commercial ply wood to each door (5) without ventilators, (6) One Chromium plated handle type lock, one tower bolt of aluminium to each door, the hinges to outside and inside doors shall be of M.S. The main entrance door to each flat shall be flush type covered with formica or equivalent decorative sheet from outside. There shall be of Godrej or equivalent Night latch, 1 peephole, 1 handle 1 tad and 1 tower bolt all of aluminium to the main door, with the hinges of M.S. The doors of Baths and W.Cs. shall be same as door for inside but they will be commercial plywood panel type duly oil painted, from both the sides with one handle one tower bolt, both of aluminium on both the sides of the door with M.S. hinges.

**WINDOWS :**

All windows shall be of Aluminium sliding windows.

**TOILETS, BATHS & W.Cs. :**

The flooring of the bath rooms, will be of white glazed tiles with a dado of the same into the height of 4'4" one chromium plated shower and one Geyser of 2 K.W. will be provided in each bath. All W/Cs. will have one Indian style pan with flooring of white glazed tiles and dado of same upto 2'0".

**KITCHEN :**

The floor will be marble mosaic tiles, one cooking platform will be provided with Cudappa stone on its top. One attached sink of white glazed tiles. One marble paniers will be provided over the platform, wooden frame with shutters will be provided below the cooking platform.

**PLUMBING :**

There will be no direct tap in flats or garages. One indirect tap will be provided in each kitchen, bath, W.Cs. and in wash basin. One glazed wash basin of 18" x 11" will be provided in each flat.

**ELECTRIC :**

The wiring will be open throughout, except the main line which will be in conduct pipes. The wire will be copper and following points will be provided in each flat.

HALL : 1 Fan Point, 2 light points, 1 power plug, bed room; 1 fan point, 1 light point and 1 plug point.

KITCHEN : 1 light point and 1 power plug point.

GENERAL : 1 light point in each bath, 1 light point in each W.C. 1 power plug in each bath for geyser, 1 light point to each balcony, 1 light point to passage, 1 bell point with bell to each flat, 1 light point to terrace, separate meters will be provided for each flat, staircase and pumps. All the materials will be Indian make available in market.

**STAIRCASE :**

The same shall be of R.C.C. with coloured mosaic steps and risers. One side of staircase R.C.C. pardi will be provided with wooden handrail on it. R.C.C. pardi will be finished with neeru plaster.

**FLOORING :**

Flooring in flats and passages will be of marble mosaic tiles with half tile as skirting through out except that in balconies and common passages.

**COLOUR :**

The building will have neeru finished plaster inside the building and cement plaster on outside. All the plaster surfaces will be coloured with two coats of lime colour.

**GENERAL :**

The compound will be paved from the entrance to the staircase with mass concrete. Two compound gates will be provided, under ground and overhead R.C.C. tanks with pumps and pump room as per Municipal Rules will be provided.

गां. ०

स. नं. ३६. दिना नं. ६

शे. नं.	हेक्टर	जार
सावणी लागक ...	—	—
पोट करावा ...	—	—
एकूण ...	—	—

वाकार	...
दुटी सववा	...
बादा वाकार	...
पाणी	...

बरे	सावबळ करणा
६९६/७७	३५६
...	...
...	...
...	...

दस्तावेज

# गं. नं. ७, ७ अ व १२

प. नं. ३६. दिनांक नं. ६

क्षेत्र	हेक्टर	वार्ड	प्रती	प.	वृ.	क्रमांक	शेखर (293) (355) (835) (450)
लावणी लायक ...	—	—	—	—	201	श्यामजी डामाडाई	श्यामजी डामाडाई
पोट कराबा ...	—	—	—	—	—	श्यामजी डामाडाई निवा	श्यामजी डामाडाई निवा
एकूण ...	—	—	—	—	201	एम्. एम्. देसाई कं.	एम्. एम्. देसाई कं.
माकार	...	...	...	...	...	...	...
पुढी माकार	...	...	...	...	...	9 = 39	...
बादा माकार	...	...	...	...	...	...	...
पाणी	...	...	...	...	...	...	...

नाम- आंघोळी  
 गाव- अंधेरी  
 एतर हक्क डामाडाई जि. अ. वि. म. चे कार्ड  
 आदेश क्र 1/031  
 II-NINL 1-5-13  
 दि. 10-1-03 ज. अ. वि.  
 5263040 अ. अ. अ.  
 चाली पत्रसम न. 101  
 मुळे जि. अ. वि. अ. वि.  
 5263040

वर्ष	सावक करणाऱ्याचे नाव	शे.प	रीत	पिके आणि सावक	शे.प	रीत
७६/७७	अ. अ.	6201	9	N.A.	6201	
	श्यामजी डामाडाई निवा					

बसले वर हक्क वरी नक्का वगै

मा. 1/8/62

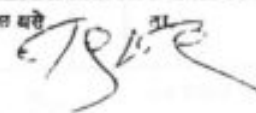
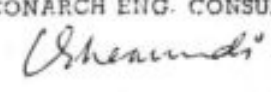
Certified True Copy TALATHI VERSOVA

M/S. CONARCH ENG. CONSULTANTS

Phemadi

# गां. नं. ७, ७ अ व १२

स. नं. ३६ हिस्सा नं. २		फव्वेदार (४६१) (६८२) (२१३) (५७०) (५०४)		गांव- सोलिवली तालुका- सोलिवली																				
क्षेत्र साबणी सायक ... पोटा बरादा ... एकूण ...	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>हेक्टर</th> <th>आर</th> <th>प्रती</th> <th>ए.</th> <th>नं.</th> </tr> <tr> <td>-</td> <td>-</td> <td>-</td> <td>३</td> <td>१२</td> </tr> <tr> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> </tr> <tr> <td>-</td> <td>-</td> <td>-</td> <td>५</td> <td>१२</td> </tr> </table>	हेक्टर	आर	प्रती	ए.	नं.	-	-	-	३	१२	-	-	-	-	-	-	-	-	५	१२	शामली डायाग्राड वलुभाजी डायाग्राड विना (५०४) एम्.एन. देसाय क आगिदार (४६२) (६८२) (५७०)	एतर हक्क आपार लिखित चिकारी अफिकेड आदेश क्र ८१६५६ एम्.एन.ए-२१३ दि. ७-६-७०-२- रिजर्वरी वद अफाम आपरा १२०३३५० आदेश क्र ३५४६५ एम्.एन.ए-२ एम्.एन.ए-२ आदेश क्र ३५४६५	क्षेत्र साबणी सायक पोटा बरादा एकूण प्रकार मुदी अचवा जंदा प्रकार पाणी
हेक्टर	आर	प्रती	ए.	नं.																				
-	-	-	३	१२																				
-	-	-	-	-																				
-	-	-	५	१२																				
प्रकार मुदी अचवा जंदा प्रकार पाणी	... ... ...	... ... ...	... ... ...	... ... ...	... ... ...																			
वर्ष	सायबद करणाराचे नांव	क्षेत्र	रीत	पिके आणि जायदद	क्षेत्र क्षेत्र																			
६६ ६७	रंका	१६१५	१	N.A.	१६१५																			
टिप: चारुण कुला उभार विना																								

अचवा वर हुकुम करी दनकत बरे  
  
 तालाठी  
**TALATHI VERSOVA**  
 Certified True Copy  
 M/S. CONARCH ENG. CONSULTANTS  


# गं. नं. तं. ७, ७ अ व १२

स. नं. ३६- विस्था नं. ४

कबजेदार

नाम- डांगविवली

(४६१) (२१३) (७०४)

तासुक- अहोरी

श्रेण	हुकदार आर	प्रती	ए.	व.
सावणी सायक	-	-	-	५५
पोट करारा	-	-	-	-
एकूण	-	-	-	५५

जामजी डांगविवली  
 लक्ष्मजी डांगविवली  
 राम. ए. देसाई फ.  
 २-६९ अहोरी  
 ६७०-६१२

दर हुकदार विस्था...  
 सिफारी घाप करारद  
 आदिका अड-८-१००६  
 १५-११-८०-६१३  
 दिनांक ७-८-७९ जे  
 दिनांक २५ एप्रिल  
 दिनांक १२-०३-५०  
 दिनांक २५-०३-५०  
 दिनांक २५-०३-५०  
 दिनांक २५-०३-५०

वर्ष	सायक करणाराचे नांव	श्रेण	रीत	विके आणि सायक	शंभ	शेग
१९५४ ७६	लक्ष्म	७१५	१	५५	७१५	५६२९
	कारण फुला अहोरी विस्था					

अस्तित्तर हुकदारी घरी नसत असे

ना.

तलाठी  
**TALATHI VERSOVA**

Certified True Copy  
 W.S. CONNOR & CO. CONSULTANTS



# गां. नं. ७, ७ अ व १२

क. नं. ३६- विस्वा नं. ४

कचबेदार

वार-डांगविवली

(४६७) (२९३) (७०४)

तासुका-अहोरी

शेष	हिकटार वार	वती	ए.	५.
सावनी सायक	-	-	-	१५
पोट वारावा	-	-	-	-
एकूट	-	-	-	१५

जागजी डांगविवली  
 वल्लुजी डांगविवली  
 राज्य. एम. वेसाई क.  
 २६९ आगदिर  
 २७० ६१२

दुसरे वृत्त युष्पार विदे...  
 सिफारी ग्राम-कडेवर  
 आदिवा. अ. ८. १०५६  
 १५. मन्व. ८०. ६१३  
 विजात ७-८-७९ ने  
 विजात ६५ वरुणम  
 १२० ३३५०  
 अहोरी गावा ए. ६०५  
 वि. ए. १२३२. ६१३३  
 पलासु न अहोरी  
 टासुका ६०५२ अहोरी

वर्ष	सायक वारणा रांचे नांव	शेष	रीत	पिके आणि सायक	शेष	वेग
१०५/७६	वल्लु	७९५/१	१	अ. ५.	७९५/१	६२९
	कारणा पुता अहोरी विपत					

अहोरी वर हुकुम घरी नसत आहे

ता.

*(Handwritten Signature)*

तबादी

TALATHI VERSOVA

Certified True Copy

M.S. CONSERVATION AND CONSULTANTS

*(Handwritten Signature)*

# गां. नं. ७, ७ व १२

स. नं. ३६ हिस्सा नं. ६

कस्बेदार २१३

गांव-अंधोरी

ता. अंधोरी

श्रेण	हेक्टर	आर	प्रती	ए.	वृ.
लाभनी नायक ...	-	-	-	-	21
गोट करारा ...	-	-	-	-	-
एकूण ...	-	-	-	-	21

आमची समाप्ती  
 वसुंधरी समाप्ती  
 एम्. एम्. देसाई  
 एम्. एम्. देसाई  
 एम्. एम्. देसाई

एम्. एम्. देसाई  
 एम्. एम्. देसाई  
 एम्. एम्. देसाई  
 एम्. एम्. देसाई  
 एम्. एम्. देसाई

वर्ष	लाभनी करणाराचे नाव	श्रेण	रीत	दिवे आणि नायक	शं. व	रीत
७६-७७	कुं. दे.	621	9	N.A.	621	
	रिप. - करण पुला 3 तारा			रिप.		

जसजस कर हुकुम लीट नक्का बने

७/३/६९

TALATHI VERSOVA

Certified True Copy  
 M/S. BHARATI & CO. CONSULTANTS  
 Bhamburda

गां. नं. ७, ७ अ व १२

गां

स. नं. ३६ हिस्सा नं. ८

कचवेदार  
५५०७ (२१)  
७०४ ७६३

गांव-अंभोरली  
गावठा-अंभोरली

स. नं. ३६ हिस्सा नं.

क्षेत्र	हेक्टर	आर	प्रती	ए	गु.
सावणी नायक ...	-	-	-	-	५
पोट खराहा ...	-	-	-	-	-
एकूण ...	-	-	-	-	५
प्रकार	र. ३ (विसे)				
जमीन प्रकृत	...				
जमीन प्रकार	...				
पाणी	...				

शामली अगागाई  
बहुमाली अगागाई  
एम्. ए. देवराई वं.  
७०४  
७६३  
७७८  
७८२

दर हक अगाट जिल्हा-  
दिकारा आय फाईल  
आरिज के ८ डेव  
म. नं. १८-१३  
वि. ७-८-७५  
७२०३३५० अंभोरली  
मि. प्र. अंभोरली  
म. नं. १८-१३  
म. नं. १८-१३  
म. नं. १८-१३

क्षेत्र	हेक्टर	आर	प्रती	ए	गु.
सावणी नायक ...	-	-	-	-	-
पोट खराहा ...	-	-	-	-	-
एकूण ...	-	-	-	-	-
प्रकार	...				
जमीन प्रकृत	...				
जमीन प्रकार	...				
पाणी	...				

वर्ष	सावणी व खराहाचे नांव	क्षेत्र	रीत	पिके प्राप्ति लागवड	क्षेत्र	रीत
७६/७७	...	७५	७	...	७५	...
	...					
	...					

वर्ष	सावणी व खराहाचे नांव	क्षेत्र	रीत	पिके प्राप्ति लागवड	क्षेत्र	रीत
७६/७७	...	...	...	...	...	...
	...					
	...					

असात वर दुकुर्य खरी नक्कल असे

...

TALATHI VERSOVA

M.S. GONARCH ENG. CONSULTANTS

...

Certified

...

...

गां. नं. नं. ७, अ व १२

प. नं. ३६ हिस्सा नं. ९

कबजेदार

(२७३) (३६२)  
(४६५) (३६६)  
५७०

गांव- अंशविलेजि

तालुका- अंशविलेजि

श्रेण	हैक्टर	आर	प्रती	ए.	नं.
लाबणी लायक	-	-	-	-	९१
गोट करारा	-	-	-	-	-
एकूष	-	-	-	-	९१
प्रकार				४.२१	वैले
बूटी मयवा				००	७८
बादा प्रकार				-	-
पानी				-	-

शामली सामाजिक  
उ००  
बहुमती सामाजिक विद्या  
एम् एन् व्हाई कं.  
७७०  
७७० ७७५ ७७५

द्वार बूक डिपॉजिट  
एडमिशन अचि फोरेक  
मोडेल फॉर DISK  
ए. म. नं. ८२१३  
दि. ५-८-५५-ने  
मोडेल डिपॉजिट  
मोडेल ७२८३५०  
मोडेल वारा डिपॉजिट  
मोडेल वारा डिपॉजिट  
मोडेल वारा डिपॉजिट  
मोडेल वारा डिपॉजिट

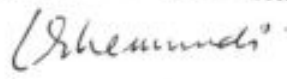
वर्ष	लागवड कराराचे नांव	श्रेण	रिा	पिके आणि लागवड	श्रेण	श्रेण
७६/७७	७७०	९१	७	न. ९१	९१	
	काली सामाजिक विद्या					

धरमल वर सुकुम काटी मयकल वरी

ना.   
TALATHI VERSOVA

Certified True Copy

महाराष्ट्र शासन, अर्थ विभाग, मुंबई



BRIHAN MUMBAI MAHANAGARPALIKA

No.C/ULC/

A.E.(SURVEY).(

Certified True Copy  
M/s. CONARCH ENG. CONSULTANTS

Sub : Land comprised in C.T.S. Nos.2 & 5 of village  
Ambivali at Veera Desai Road, Andheri (W)

Ref : Case No.AE(S)/WS/CCII/65 of 27.10.87 Architects  
Name: L.D. Babladi.

Under the Development Plan sanctioning by the State Govt. the above land shown bounded red on the accompanying plan, returned herewith is partly reserved for the public purpose of Garden as shown coloured green on the plan and for a proposed road. The remaining land is situated partly in a Residential zone, partly in a General Industrial zone (I-1) and partly in a Special Industrial zone (I-2).

It is affected by the proposed 23.76m (78 ft) wide D.P. Road as shown coloured burnt sienna on the plan.

The zonal boundary between Residential and Industrial zones is shown in yellow lines.

The 78'ft. wide D.P. Road is proposed to widen to 90 ft. width as per the Corporation Resolution No.1218 of 6.2.1969.

In the draft revised D.P., the land under reference is further partly reserved for the public purpose of Recreation ground as shown verged green on the plan. The General Industrial zone of sanctioned D.P. is now changed to Special Industrial zone I-3. As such the entire land on the west of 90'ft. D.R. road is now placed in a Special Industrial Zone (I-3). The reservation of Garden is retained and the remaining land is however retained in a Residential zone. The land under reference abuts on reservation of existing Hospital on its south side as shown hatched arrange on the plan.

Demarcation of D.P. road and reservations are necessary.

The above remarks are given only from the zoning point of view without any prejudice to the status of the structures, if any on the land in question etc.

Sd/-  
ASSTT. ENG. (SURVEY)  
Western Suburbs, H&K, K/E Wards

To

M/s. S.P.  
Shri S.C  
C/o. M/  
Bangudw  
Bombay

Sr

Sir,

F  
dated  
permist

Urban  
with s  
As per  
dated  
337,  
C/ULC;  
additi  
the e:  
the e  
section  
land l  
conser  
under  
contai

1.  
subje  
land,  
Corpc

2.  
accor  
predc

3.  
and  
100 t

No.C/ULC/D.III/SEC.22/2884

Office of the Additional Collector  
& Competent Authority, ULC,  
Gr. Bombay,  
New Administrative Building,  
1st floor, Opp. Mantralaya,  
Bombay 400 032.

Dated : 22-11-1985

Certified True Copy  
M/s. CONARCH ENG. CONSULTANTS

To

M/s. S.N. Desai & Co.  
Shri S.D. Veera (Partner)  
C/o. M/s. Trio-Arch, 302-B,  
Bangadwadi, V.P. Road,  
Bombay 400 004.

Sub : Permission for redevelopment of property C.T.S.  
No.2(Pt), 2/80 to 89, 2/93 to 95, S(Pt) 5/1 to 44 of  
village Andheri Taluka Andheri, Bombay Suburban  
District.

Sir,

Please refer to your Architect's letter No.  
dated 17/3/85 and your letter No. -- dated 17/3/85 seeking  
permission for redevelopment of the above mentioned property.

At this stage, the land is not vacant land within the meaning of  
Urban Land (Ceiling & Regulation) Act, 1976, because it is built up  
with seven structures out of which seven containing dwelling unit/s.  
As per this office order u/s 8(4) bearing No.D. C/ULC/SR-6(1)/IV-410  
dated 5/4/1979, (2) C/ULC/SR-6(1)/XVI-639, (3) C/ULC/SR-6(1)/VIII-  
337, (4) C/ULC/SR-6(1)/X-843, (5) C/ULC/SR-6(1)/VIII-344, (6)  
C/ULC/SR-6(1)/X-842. The calculation of plinth area, land appurtenant,  
additional land appurtenant etc. show that the land is non-vacant to  
the extent of 6316.48 sq.ms. excluding area under road set-back to  
the extent of nil sq.ms. Thus, the question of permission under  
section-22 of the act in your case can be considered only when the  
land becomes vacant after all the structures are demolished with the  
consent of the existing occupants/tenants of the premises. The order  
under section-22 with permission to retain the above land usually  
contains the following conditions:

1. The letter of intent and permission under section-22 shall be  
subject to the applicant's producing proof regarding the title of the  
land, possession, area and user thereof. The Gr. Bombay Municipal  
Corporation should verify the same before issuing IOD/CC.
2. The permission is operative for redeveloping the property in  
accordance with the existing users in conformity with D.C. Rules and  
predominantly for residential user only.
3. Plinth area of 80% of the tenements shall not exceed 80 sq.ms.  
and plinth area of remaining 20% of the tenements shall not exceed  
100 sq.ms.

4. Not more than one dwelling unit shall be sold/allotted to one family.

5. Existing tenants/occupants shall be rehabilitated by you in the redevelopment scheme. You should submit the names and number of tenants/occupants of the structure, the area occupied by each of them, the alternative proposed by you and the agreement entered into with each of the tenants by you to this office.

6. Form No.VI prescribed in rule No.12 u/s. 22 of the Act shall be filed within a period of three months from the demolition of the existing structures. However, question of issuing Regular order u/s. 22 for retaining excess vacant land will be considered only after the construction work of the approved redevelopment scheme as per plan reaches the stage of occupation of the building, which should in no case be beyond 2 years from the date of demolition of structures.

7. The dwelling unit purchased/allotted in the above scheme shall not be sold/transferred for a period of 5 years from the date of the original transaction, which will have to be registered with the Sub-Registrar within the period specified in the Indian Registration Act, 1908.

B) This letter of intent is valid for the period of one year from the date of its issue.

An area admeasuring 6316.48 sq.ms. excluding area under road set-back to the extent of nil sq.ms. is land within the ceiling limit retainable by the land holders.

The above conditions will be binding on the all the owners/the assignee constituted attorney, developers and transferees.

C) This letter of intent is also subject to your obtaining N.O.C./clearance permission from any other authorities viz. the Bombay Housing & Area Development Board, the Additional Collector, B.S.D./S.D.O., B.S.D./Additional Dist. Dy. Collector, N.A.A. etc. as applicable in your case under the respective Acts or any other Act for the time being in force. This letter of intent only clarifies to you that your land today is non-vacant to the extent of 6316.48 sq.ms. excluding area under set-back admeasuring nil sq.ms. within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976, and that the question of permission under section-22 may arise only after the land becomes vacant land on account of demolition of the buildings.

D) You may approach the Gr. Bombay Municipal Corporation with an Undertaking that, all the above mentioned conditions are acceptable to you to get your redevelopment proposal approved. You should apply for permission under section 22 of the Act, at the time mentioned in condition No.6 above.

E) You may also note that you would be required to submit the progress of the rehabilitation of the existing tenants/occupants of the structure every six months. Only after the rehabilitation of the tenants/occupants, the final permission may be given to you.

Yours faithfully,

Sd/-

Additional Collector & Competent  
Authority, U.L.C., Gr. Bombay

Copy forwarded  
(D.P.), Bombay  
400001, for infor

Copy forwarded  
(Buildings Prop  
Marg, Bandra, B

He is requested  
have been demol  
by the land owr  
of the IOD/CC i  
be taken. He is  
3 in particular :

Copy filed with  
410; C/ULC/SR.6  
C/ULC/SR.6(i)/SI  
C/ULC/SR.6(i)/SI

This I.O.D./C.C. is issued subject to the provisions of Urban Land (Ceiling and Regulation) Act, 1976.

Form 346/88

In replying please quote No. and date of this letter

This cancels approval of the previous Plans mentioned under No.CE/2637/W.S./A.K. dated 14/12/1990

**Intimation of Disapproval under Section 346 of the Bombay Municipal Corporation Act, as amended upto date**

VALID UPTO 18/12/1992

No.E.B./CE/2637/WS/BS/AK dated 19th September 1992

**MEMORANDUM**

To

Shri Kamal Jadhvani, Managing Director, Rakesh Kamal Builders & Finance Pvt. Ltd., C.A. to Shri S.N. Desai & Co.

With reference to your notice, letter No.213/499/92 dated 13/5/1992 amnd delivered on 20/5/1992 and the plans, Sections, Specifications and description and further particulars and details of your building at CTS Nos. 2(Pt), 5(Pt), Village Ambivali, Veera Desai Road, Andheri (W), furnished to me under your letter, dated 15.9.1992. 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 Bombay Municipal Corporation Act, as amended upto-date, my disapproval by thereof reasons :-

A) That the C.C.u/s 69(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.

B) That the necessary documentary evidence regarding overship, area and boundaries of holding will not be submitted by way of extract from Property Registered Card (7/12 Ultra) or from D.I.L.R., Conveyance deed etc.

C) That the copies of I.O.D. conditions and other layout/subdivision conditions imposed by the Municipality is connection with the Development shall not be given to the would be purchasers and shall not be displayed at the site.

D) That the proper sanitary arrangements for workers will not be provided before starting the proposed work.

E) 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 before starting the work and also will not be renewed during the construction work.

F) That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work.

G) That the low lying plot will not be filld upto a reduced level

of atleast higher consolidated

H) This be obtained construct and the submittr

I) This 'A' sup-him, pr and pro work (circular

J) This and for are not

K) This be got D.I.L.R.

L) This end th before

M) This shall comper obtain land v

N) This not be

O) This will r

P) This demol submit

Q) This risks no nL

R, S Slum the r

U1) This with

V) This of s C.C.

W) This deta subn Biol. Plan



Copy forwarded with compliments to the Deputy City Engineer, (D.P.), Bombay Municipal Corporation, Mahapalika Marg, Bombay 400001, for information.

Copy forwarded with compliments to the Executive Engineer, (Buildings Proposals), Western Suburban/H & K Ward, R.K. Patkar Marg, Bandra, Bombay 400 050.

He is requested to inform this office after the existing structures have been demolished, to forward a copy of the Undertaking furnished by the land owner/developer concerned vide para-D above and a copy of the IOD/CC issued in the above matter so that further action may be taken. He is requested to ensure that the condition Nos. 1, 2 and 3 in particular are followed before IOD/CC is granted.

Copy filed with statement u/s. 6(i) bearing No.C/ULC/SR.6(i)/SR.IV-410; C/ULC/SR.6(i)/SR.VIII-337; C/ULC/SR.6(i)/SR.XVI-639; C/ULC/SR.6(i)/SR.X-843; C/ULC/SR.6(i)/SR.VIII-344; C/ULC/SR.6(i)/SR.X-842; for information and record.

of atleast 92 THD. or 6" above adjoining road level whichever is higher with murum, earth, boulder, etc., and levelled, rolled, consolidated and sloped towards road side, before starting the work.

H) That the specifications for layout/D.P. or access roads will not be obtained from E.E. (R.C.) (H&I Wards) before starting the construction work and the access will not be developed accordingly and the completion cft. will not be obtained from E.E. (R.C.) before submitting B.C.C.

I) That the structl. Eng. will not be appointed as per proforma 'A' supervision memo as per proforma 'B', will not be submitted by him, proforma 'C' will not be submitted for amended plans, if any, and proforma 'D' along with 2 sets of completion plan of structl. work (one set on canvas) will not be submitted (As per C.E.'s circular No.CE/11357/1 of 5.7.1979).

J) That the Structl. design and calculations for the proposed work and for exist. bldg. showing adequacy thereof to take up addl. load are not submitted before C.C.

K) That the regular/sanctioned/prop.lines and reservations will not be got demarcated at site through A.E. (Sur)/E.E.(T&C)/E.E.(D.P.)/D.I.L.R. before applying fore C.C.

L) That the requirement of byelaw 4(c) will not be complied with and the same will not be got approved from this office by the L.P. before C.C. or before starting the drainage work.

M) That the regd. undertaking and addl. copy of plan D.P. Road shall not be submitted for agreeing to hand over the land free of compensation and that the D.P. road handing over cft. will not be obtained from E.E. (D.P.) and that the ownership of the D.P. road land will not be transferred in the name of M.C.G.B. before C.C.

N) That the proper sanitary arrangement to the exist. tenants will not be provided before C.C.

O) That the agreement with the exist. tenant along with the plans will not be submitted before C.C.

P) That the exist. 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.

Q) That the Indemnity Bond indemnifying the Corpn. for damage, risks, accidents, etc. and to the occupiers and undertaking regarding no nuisance will not be submitted before C.C./starting the work.

R, S, T, U) That N.O.C. from A.A. & C.K./West/Civil Aviation/H.E. Slum Authorities will not be submitted before applying for C.C. and the requisitions, if any, will not be complied with before B.C.C.

U1) That the requirements of N.O.C. of C.F.O./will not be complied with before occupation cft./B.C.C.

V) That the design, details and plans cross sectional details etc. of septic tank and soak pit will not be submitted by the L.P. before C.C.

W) That the adequacy calculations results of absorption test and details of single line drain of suction tank and soak pit will not be submitted prior to commencement or drainage work and if required Biological Filter with pumping arrangement in consultation with E.E. Planning (Subs) will not be provided.

- X) That as required under the Maharashtra Land Revenue Code of 1956 necessary non-agricultural permission from Revenue Authorities of Govt. of Maharashtra will not be obtained and submitted before C.C.
- Y) That the permission of Tree Authority will not be obtained before applying for C.C.
- Z) That the requisite premium as intimated will not be paid before applying for C.C.
- Z1) That the plinth/stilt height shall not be got checked from S.E. before proceeding with the work above plinth.
- Z2) That the layout/subdivision/amalgamation will not be submitted and approved before C.C. and the prorata charges towards development of infrastructure will not be paid before applying for C.C.
- Z3) That the true copy of the sanctioned layout/subdivision/amalgamation approved under No.CE/1204/BSII/LOKEN dtd. along with the T&C thereof will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
- Z4) That the conditions of Govt. order under No.C/ULC/D-III/Sec.22/2384 dtd. 22.1.85 shall not be complied with and that the cft. regarding compliance of conditions mentioned therein will not be submitted before submission of B.C.C.
- Z5) That the O.G. Water storage tanks will not be provided with bottom slab 4'/1.2 mtrs. above roof slab as required by H.E.
- Z6) That the approval of the location and capacity of the suction tank, O.H. and pumping arrangements will not be provided for entire bldg. including exist. floors.
- Z7) That the entire water supply for proposed work will not be downtake supply only from O.H. tanks to be provided on the top most terrace of the bldg.
- Z8) That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, O.H. tank, etc. for maternity home/pursing home user will not be provided and that the drainage system of the residential part of the bldg. will get affected.
- Z9) That the 6" vent shaft from sewer trap chambers with 5" R.C. stoneware pipe 'Tee' arrangement will not be made by the owner to enable the B.M.C. to connect vent shaft fixed to the bldg. by the owner and permission for doing such work will not be given by the owner to the Corporation.
- Z10) That the smoke test for drainage lines will not be given before asking for occupation.
- Z11) That the nahanies, terraces, sanitary blocks shall not be made waterproof/leakproof.
- Z12) That the dust bin will not be provided as per C.E.'s circular No. CE/9296/ of 26.6.78.
- Z13) That the compound gate will not open inside the plot.
- Z14) That the trees shall not be planted at the rate of 1 tree per 100 sq.yards of plot area or part thereof before submission of B.C.C.
- Z15) That the surface drainage arrangement will not be made in consultation with E.E. (SWD) or as per his remarks under No.

dated before apply

Z16) That t not be compl

Z17) That t

Z18) That t

Z19) That provided.

Z20) That terraces w levelled and

Z21) That less than f number of

Z22) That lighted and

Z23) That A.E.(Maint your cost be provid

Z24) That submissio

Z25) Tha of plans

Z26) Tha and subm:

Z27) The C.K./Wes B.C.C.

Z28) Th letter of

Z29) Th submitte before C

Z30) Th submitte

Z31) Th the cons

Z32) T approve

Z33) T c.c. ab

Z34) T before

Z35) T before

Code of  
priorities of  
the C.C.

obtained

ld before

from S.E.

submitted  
towards  
lying for

division/  
along-  
C.C. and  
C.C.

ll/Sec.22/  
the cft.  
l not be

ided with

the suction  
for entire

not be  
the top

with a  
maternity  
drainage

h 5" R.C.

owner to  
g. by the  
in by the

en before

be made

a circular

tree per  
of B.C.C.

made in

dated and completion cft. will not be obtained and submitted before applying for occupation/B.C.C.

Z16) That the requirement of below 5(b6c)/48649/50652/36637/43 will not be complied with.

Z17) That the proposed with will contravene sec. 251(A)(a) of

Z18) That the exist. well not be cover with R.C.C. slab.

Z19) That the 10'0" wide paved pathway upto staircase will not be provided.

Z20) That the surrounding open space 15% R.G. parking spaces and terraces will not be kept open and unbuilt upon and will not be levelled and submitted the B.C.C. whichever is earlier.

Z21) That the ventilators in dead walls will not be at height of not less than 5'3" above floor level and of size not more than 3'x2' and number of ventilators per room shall not be restricted to one.

Z22) That the same of the passages and lobbies will not be properly lighted and ventilated.

Z23) That the application is not made and deposit is not paid to the A.E.(Maint)K/West for carriage entrance across road side drain at your cost before starting the work and the carriage entrance will not be provided before submitting occupation/B.C.C.

Z24) That the cft. from Lift Inspector shall not be submitted for submission of occupation/B.C.C.

Z25) That the one set of plans mounted on canvas and two addl. set of plans will not be submitted at the time of submitting B.C.C.

Z26) That the cft. u/s 270A of the B.M.C. Act will not be obtained and submitted from H.E. regarding adequacy of water supply.

Z27) That the copy of the last upto-date bill paid to A.A. & C.K./West will not be submitted at the time of applying for the B.C.C.

Z28) That the corrigendum regarding plan of C.A.U.L.C. & R.'s letter of intent shall be submitted before C.C.

Z29) That the N.O.C. from H.E., I.O. and C.F.O. shall not be submitted for allowing the waterbody surrounding the proposed bldg. before C.C.

Z30) That revised structl. design and calculations will not be submitted.

Z31) That debris will be stacked on the footprint and road during the construction work.

Z32) That all the architectural feature/elevations shall be got approved before asking C.C. above plinth level.

Z33) That amended layout will not be got approved before asking c.c. above 50' height of phase-I.

Z34) That the revised drainage arrangement will not be approved before C.C.

Z35) That civil Aviation N.O.C., revalidation will not be obtained before c.c.

Z36) That adequate care in planning, designing and carrying out constn. will not be taken in the proposed bldg. to provide for the consequence of settlement of the floors and plinth filling etc.

Z37) That the approval for society office shall not be obtained and constructed after society is duly registered.

Z38) That B.C. will not be obtained and I.O.D. and debris etc. deposit will not be claimed for refund within a period of six years from its date of payment.

Z39) That the common Antenna for T.V. will not be provided as per the requirement of D.C. Regn. 1991 before submission of OCC/B.C.C.

Z40) That the regd. undertaking will not be submitted by the developer/owner before applying for C.C. stating therein that he will include a suitable condition in agreement for sale of flat/shop etc. That the purchaser or flat/shop etc. will not change the user of flat or room/shop than shown in the approved plans and sample copy thereof will not be submitted for this office record.

Z41) That the qualified/regd. site supervisor through architect/structl. Eng. will not be appointed before applying for C.C.

Z42) That the amount as will be intimated by M.C.G.B. towards Development of infrastructure in approved layout/subdivision of land and development, handing over and transfer of setback land, D.P. Road etc. will not be deposited in cash/demand draft or irrevocable Banker's Guarantee from Scheduled Bank within the limits of Gr. Bombay and agreement to that effect will not be executed with M.C.G.B. before asking for C.C.

Z43) That the parking spaces will not be marked with paint before applying for occupation cft.

Z44) That the name plate mentioning the name of the bldg./society including plot Nos., CTS Nos., street name etc. shall not be provided near the entrance gate to the bldg.

Z45) That the mechanical ventilation system shall not be provided in ventilation shaft through exhaust fans etc. and purchaser shall not be apprised of the above system by adding suitable clause in the agreement.

Z46) That the internal access road as per approved layout shall not be atleast constructed in W.B.M. before asking further C.C.

Z47) That the separate P.R.Cs. and U.L.C.N.O.C. for full plot area shall not be submitted before requesting for approval to plans beyond 6316.48 sqm. of built-up areas as per U.L.C.N.O.C. submitted.

Z48) That the proportionate charges for laying sewer line, water mains etc. on D.P. Roads will not be paid in respective departments.

Z49) That the requirements of Dy.C.E. (Civil) E.S. & P. as communicated by him under No.DyCE/6582/ES&P/VMS dtd. 3.6.91 shall not be complied with before asking for occupation cft.

Note : 1) 1  
Aviation/H.E  
X, 22, 229,  
with.

2) That  
C.C.

arrying out  
ide for the  
tc.

btained and

debris etc.  
f six years

ided as per  
CC/B.C.C.

led by the  
that he will  
st/shop etc.  
user of flat  
sample copy

architect/

.B. towards  
ion of land  
land, D.P.  
irrevocable  
sits of Gr.  
scuted with

paint before

ldg./society  
be provided

provided in  
shall not be  
use in the

ut shall not

il plot area  
plans beyond  
ited.

line, water  
apartments.

& P. as  
3.6.91 shall

Note : 1) That the C.C. will not be issued unless N.O.C. from Civil Aviation/H.E./A.A. & C.K./West are obtained and conditions A to O, X, Z2, Z29, Z30, Z32, Z33, Z34, Z35, Z40, Z41, Z42, Z46 are complied with.

2) That the P.R. Card of CTS No. 2/93 will be submitted before C.C.

Sd/-  
Executive Engineer  
Building Proposal (W.S.)  
H & K/West wards.

( ) That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof of 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 19th day of December 1992, but not so as to contravene any of the provisions 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 Notes accompanying this Intimation of Disapproval.

Executive Engineer, Building Proposals  
Zone, Wards

#### SPECIAL INSTRUCTIONS

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

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Bombay 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 Byelaw, No.8 of the Commissioner has fixed the following levels:-

"Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be-

"(a) Not less than, 2 feet (60 cms), above the centre of the adjoining street at the nearest point at which the drain from the building can be connected with the sewer than existing or thereafter to be laid, in such street."

"(b) Not less than 2 feet (60 cms) above every portion of the ground within 5 feet (160 cms) of such building."

"(c) Not less than 92 ft. ( ) metres above Town Hall Datum".

(4) Your attention is invited to the provisions 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 a 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 necessity of submitting occupation certificate with a view to

enable the Municipal Commissioner for Greater Bombay 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 Bombay Municipal Corporation Act.

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

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Bombay 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.

d to be put  
the public

be executed

obviate the  
, but not  
building or  
ut not so as  
amended as  
that Act at

and Notes

g Proposals  
Wards

OUND WHICH

ion Act, as  
ombay has  
scharge the  
d vested in

e following

lding shall  
shall be-

tre of the  
from the  
thereafter

ion of the

Town Hall

152 of the  
equired to  
a building  
n days of  
urs. Thus  
471 of the  
mises will  
from the  
pletion on  
tment.

tion 353-A  
view to



NOTES

- (1) The work should not be started unless objections are complied with, (13)
- (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. (14)
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and store for constructional purposes, Residence of workmen not be allowed on site. The temporary structures for storing constructional materials shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate. (15)
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, beofre starting the work. (16)
- (5) Water connection for constructional purposes will not be given until the hoarding is constructed and application is made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain. (17)
- (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 work sand they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly. (18)
- (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, pres debris, etc., should not be deposited over footpaths or public street by the ower/architect/their contractors, etc., without obtaining prior permission from the Ward Officer of the area. (19)
- (8) The work should not be started unless the manner in obviating all the objections is approved by this department. (20)
- (9) No work should be started unless the structural design is approved. (21)
- (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 and dimension.
- (11) The application for sewer street connections, if necessary, should be made simultianeously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division 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 purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay 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 in water bound macadam 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 culverty, 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.
- (20) This Intimation of Disapproval is given exclusively for the purposes 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 sanction 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 with drawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following :
- (i) Specific plans in respect of evicting or rehusing the existing tenants on your 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 head storage work above the finished level of the terrace shall not be more than 1 metre.
- (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 Bombay, 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 jisterns 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 tightly serving the purpose of a lock and the warning pripes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perforations 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 ladder, the upper ends of the ladder should be earmarked and extended 60 cms. above the top where they are to be fixed and 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 cover compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No.5(b).  
 (b) Lintels or Arches should be provided over Door and Window openings.  
 (c) The drains should be laid as require under Section 234-1(a).  
 (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk.

Sd/-  
 Executive Engineer, Building Proposals  
 Zone W.s. Ward H/K/W Ward

COPY OF LICENCED ARCHITECT/OWNER

This I.O.D  
 (Ceiling an

MA

No. CE/263

Pern  
 Maharashti  
 XXXVI of  
 & Finance  
 Developme  
 Veera Des

Andheri (

(1) This  
 Commissio  
 respect o  
 carried o  
 plans (b)  
 or any o  
 Brihan M  
 Commissic  
 by the  
 applicatio  
 such an  
 work in  
 Regional  
 appointed  
 powers a  
 said Act.

Thi  
 from the

Thi  
 extended  
 further t  
 fresh pe  
 Town Pla

Th  
 the ap  
 administr  
 or under

This Cor  
 Certifica  
 carrying  
 work up  
 for Phas

This I.O.D./C.C. is issued subject to the provisions of Urban Land (Ceiling and Regulation) Act, 1976.

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

BHRIHANMUMBAI MAHANAGARPALIKA

No. CE/2637/WS/BSII/A

14th December 1989

COMMENCEMENT CERTIFICATE

Permission is hereby granted under section 45 of the Maharashtra Regional and Town Planning Act, (Maharashtra Cft. No. XXXVI of 1966) to Shri Kamal Jadhvani M.D., Rakesh Kamal Builders & Finance Pvt. Ltd. C.A. to Shri S.N. Desai & Co. APPLICANT, to the Development work of Residential Building, at premises at Street No. Veera Desai Road C.T.S. No. 1, 2 & 5 Village Ambivali, Survey No. Hissa No. Plot No. Situated at Andheri (West) on the following conditions :-

(1) This certificate is liable to be revoked by the Municipal Commissioner for Brihanmumbai if (a) the Development Works in respect of which permission is granted under this certificate is not carried out of the user 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 of Brihan Mumbai is contravened or not complied with (c) the Municipal Commissioner for Brihan Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the application and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966, the Municipal Commissioner has appointed Shri C.D. Amdekar, Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter.

This Commencement Certificate is renewable every year but such extended period shall on no case exceed three years, provided further that such lapse shall not bear any subsequent application for fresh permission under Section 44 of the Maharashtra Regional and Town Planning Act, 1966.

The conditions of this certificate shall be binding not only on the applicant but also his heirs, successors, executors, administrators and assignees and every person deriving title through or under him.

For and on Behalf of the Local Authority  
The Brihanmumbai Mahanagarपालिका.

This Commencement Certificate is for carrying out the work upto 1st Slab for Phase 1 only.

Sd/-  
Executive Engineer, Building Proposals  
(Western Suburbs) H & K, K/E Wards.

OR

MUNICIPAL COMMISSIONER FOR GREATER  
BOMBAY

15 DEC. 1990 Valid upto 14/12/1991

CE/2637/BSII/WS/AK of  
Further C.C. is now extended  
for 50'.0" height for Phase I only

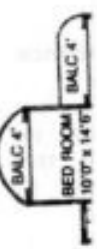
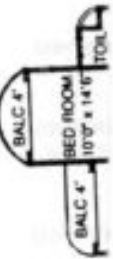
Sd/-

Ex. Eng. B.P. (WS) H & K

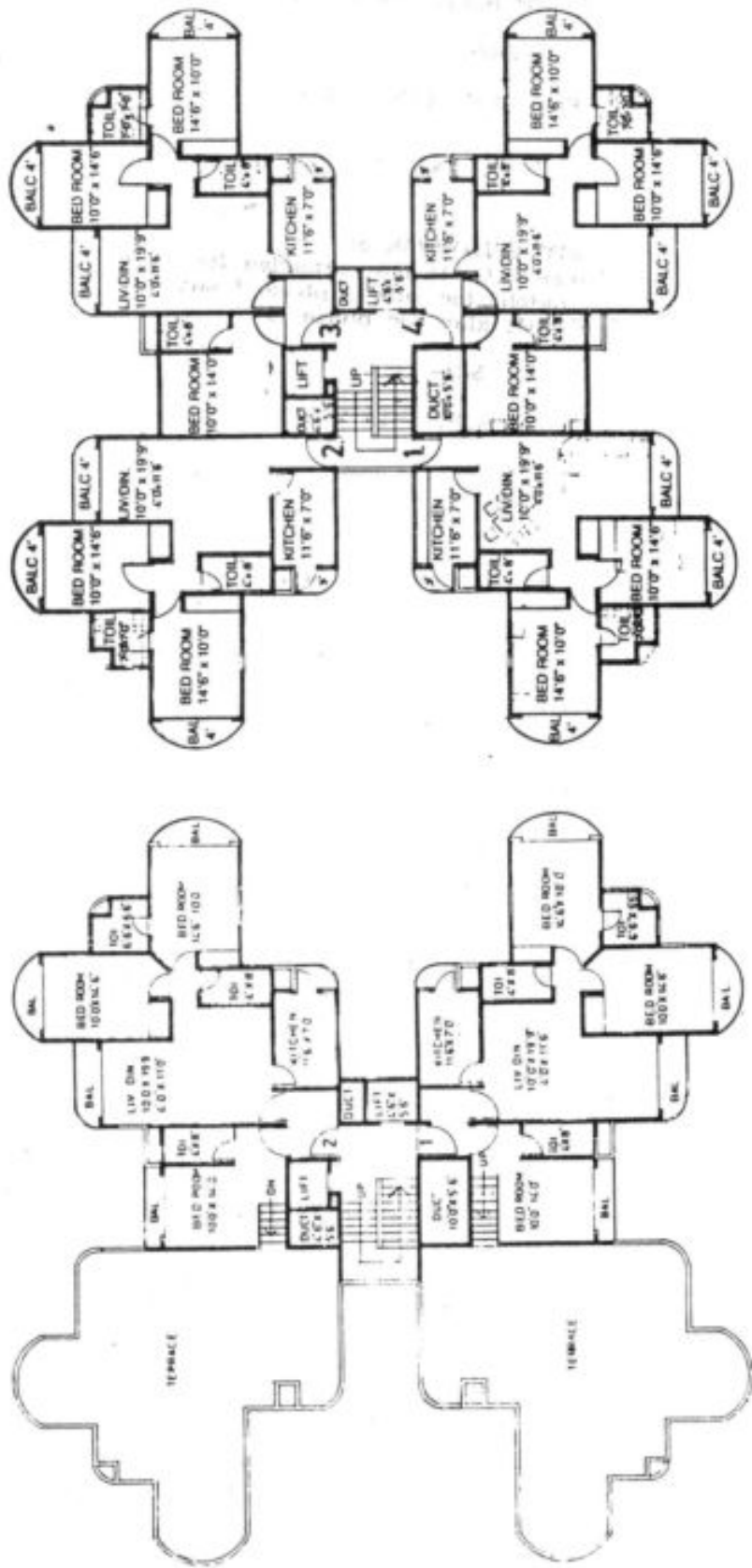
CE/2637/BSII/WS/AK of  
Further C.C. is now extended for  
full height for wing I phase I and  
upto stilt slab for phase II

Sd/-

Ex. Eng. B.P. (WS) H & K

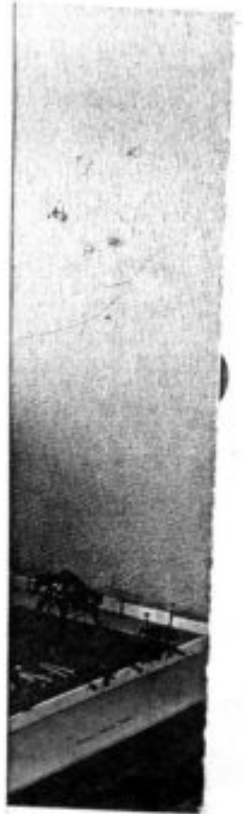


D

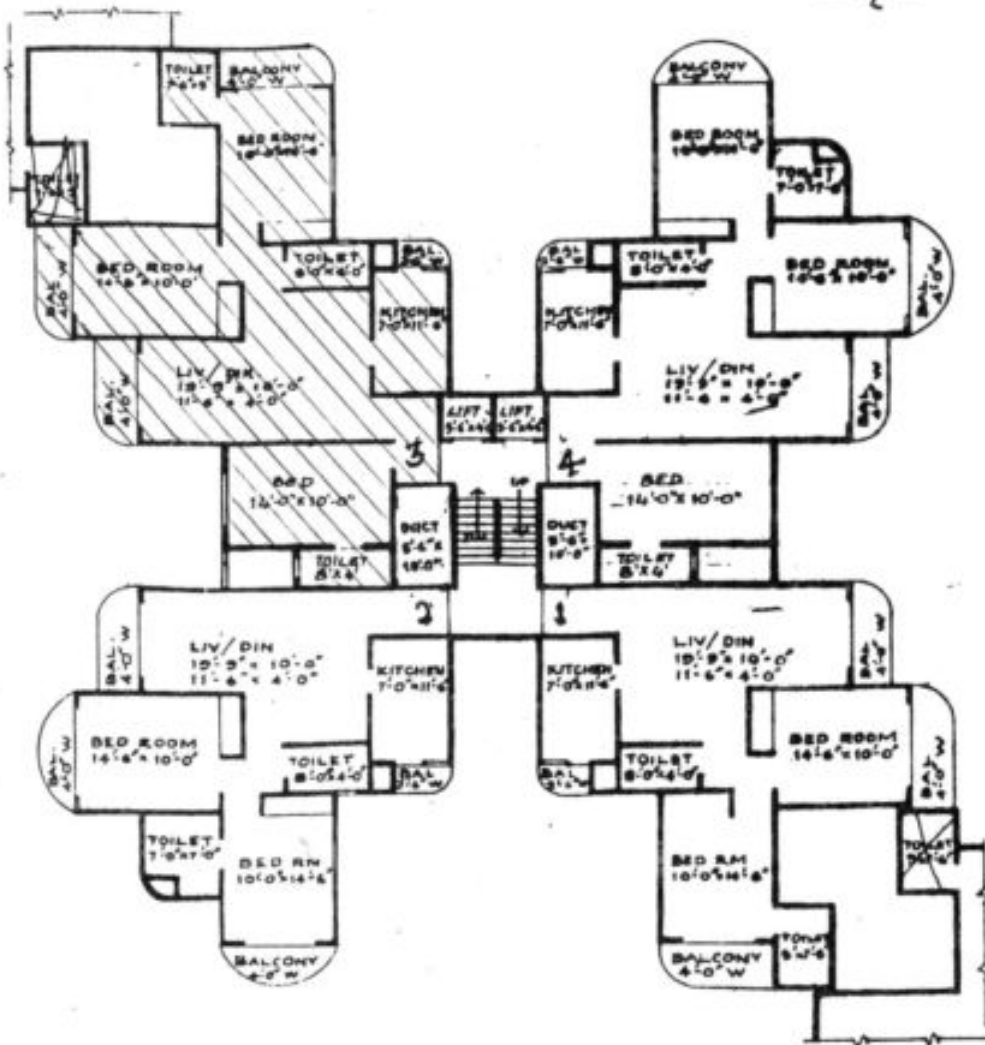


TERRACE FLOOR PLAN  
SCALE 1/80'

TYPICAL FLOOR PLAN  
SCALE 1/80'



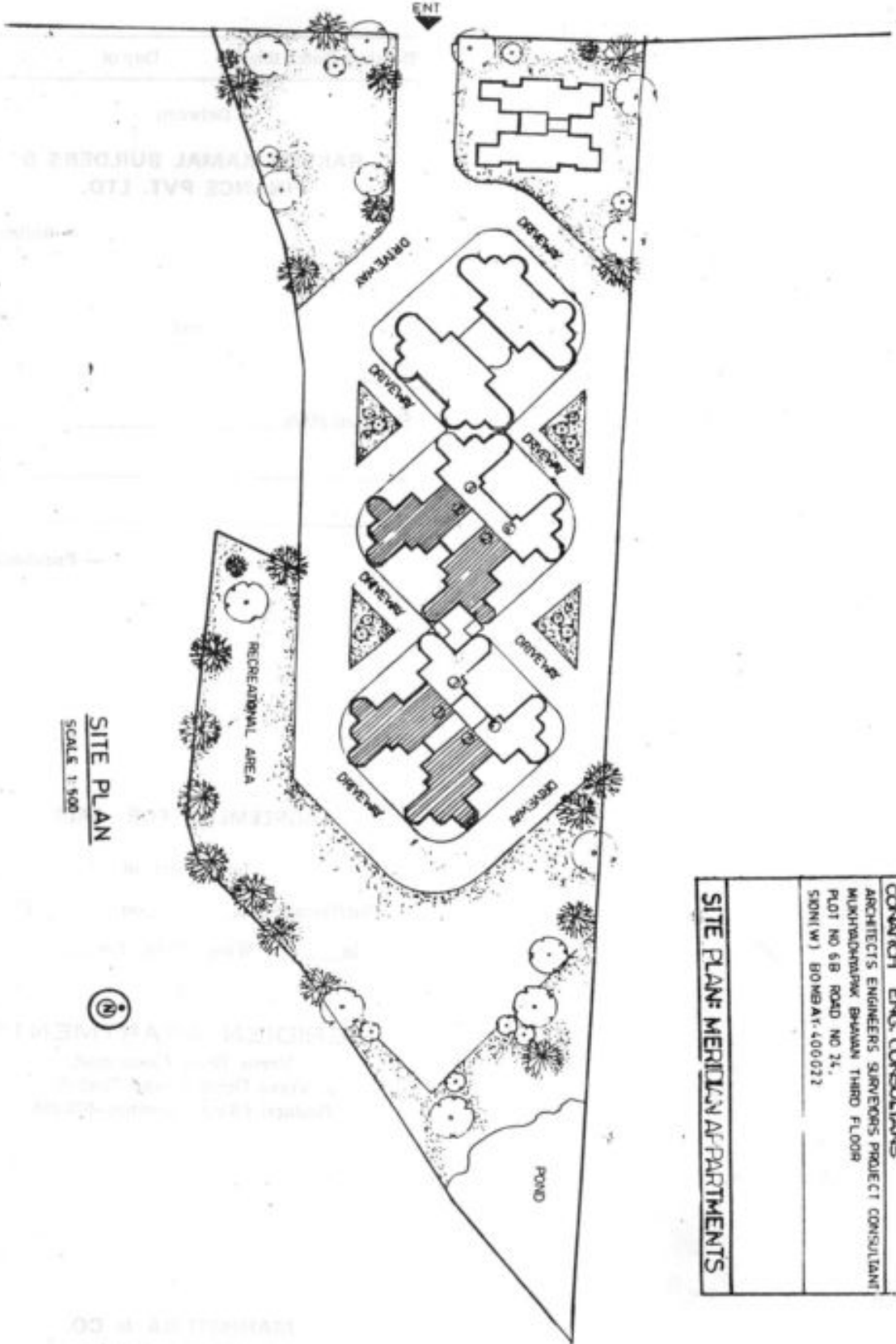
For Rakash Kamal Builders & Finance Pvt. Ltd.



TYPICAL FLOOR PLAN  
BLDG. No: 4  
MERIDIEN APARTMENT



← D P ROAD →



**SITE PLAN**  
SCALE 1:500



CONTRACT ENGS. CONSULTANTS
ARCHITECTS ENGINEERS SURVEYORS PROJECT CONSULTANTS
MUKHARJAPURK BHAYAN THIRD FLOOR
PLOT NO 6B ROAD NO 24,
SONINWJ BOMBAY-400022

**SITE PLAN: MERIDIAN APARTMENTS**



ROAD 40

---

Bombay Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 19 \_\_\_\_\_

Between

**RAKESH KAMAL BUILDERS &  
FINANCE PVT. LTD.**

— Builders

and

Shri/Smt./M/s. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

— Purchaser/s

**AGREEMENT FOR SALE**

In respect of

Flat/Garage No. \_\_\_\_\_ on \_\_\_\_\_ Floor

in \_\_\_\_\_ Wing Bldg. No. \_\_\_\_\_

in

**MERIDIEN APARTMENTS**

Veera Bros. Compound,  
Veera Desai Road, Amboli,  
Andheri (West), Bombay-400 058.

**MAHIMTURA & CO.**

Advocate and Solicitors

66, Tamarind Lane, Fort,  
Bombay-400 023.