

Greater Mumbai and other local and/or Public Bodies. (ii) observe and perform all stipulations and conditions laid down by Organisation regarding the occupation and use of the Said Premises on the Said Property and shall pay and contribute regularly and punctually towards rates, cesses, taxes, expenses and all other outgoings.

35. It is agreed between the Promoters and the Purchaser/s that, after the notice in writing is given by the Promoters to the Purchaser/s that the Said Premises is ready for use and occupation, the Purchaser/s shall be liable to pay the proportionate share (i.e. in proportion to the area of the Said Premises) of all outgoings in respect of the Said Property and the proposed building including local taxes, cesses, rates and other charges, betterment charges and all other charges levied by the local authority, Government, Water Charges, Insurance Charges, common lights, repairs, salaries of clerks, Bill Collector's Charges, Chowkidar and Sweeper Charges, maintenance charges and all other expenses necessary and incidental to the administration, Management and maintenance of the Said Property and the Said Building and until the management of said Building is transferred to the Organisation of the Purchasers, the Purchaser/s shall pay to the Promoters the proportionate share of outgoings as may be determined by the Promoters.

36. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser/s as monthly contribution and shall utilize the amount only for the purpose for which they have been received.

37. On receipt by the Promoters of the full payment of the amounts due and payable by the Purchasers of all the premises and not earlier than 31<sup>st</sup> December, 2021, the Promoters shall take necessary steps alongwith the Purchasers in forming and registering or incorporating a Co-operative Housing / Premises Society (Organisation) subject to the rights of the Promoters under this Agreement and after all the amounts due and payable to the Promoters by all premises Purchasers are paid in full and upon all the Lands covered by the

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Tripartite Agreement dated 19<sup>th</sup> November, 1986, is fully developed. the Promoters shall execute or cause to be executed, Lease or Assignment in favour of such Organisation, as provided in the said Tripartite Agreement.



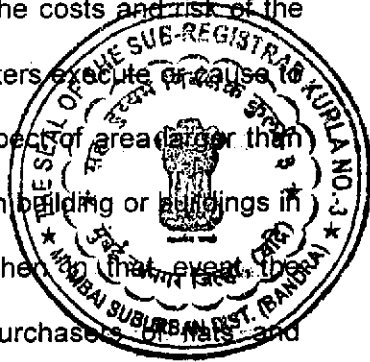
38. The Purchaser/s along with the other Purchasers of premises in the Said Building shall join in forming and registering a Co-operative Society (Organisation) and for that purpose from time to time sign and execute applications for registration papers connected with and other documents necessary for formation of such Organisation and to become member and sign and return all the documents including Bye-laws to the Promoters within [seven] days of receipt thereof being of the essence so as to enable the Promoters to register the Organisation of the Purchasers under Section 10 of the Maharashtra Ownership Flats Act, 1963 within the time limit prescribed by Rule 8 of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer), Rules 1964. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft Bye-laws or the Memorandum of Association and Articles of Association as may be required by the Registrar of Co-operative Societies or by other Competent Authority.

39. Advocates of the Promoters shall prepare the Lease / Assignment and all other documents to be executed in pursuance of these presents as also the Bye-Laws and the Memorandum and Articles of Association in connection with the Organisation and all costs, charges and expenses including professional fees, stamp duty, Registration Charges and other expenses in connection with the preparation and execution of the Lease / Assignment and other documents and the formation and registration and incorporation of the Organisation shall be borne and paid by all the Purchasers of the premises in the Said Building in proportion to the area of their respective premises.

40. The stamp duty and registration charges incidental to this Agreement shall be borne and paid by the Purchaser/s alone. The Purchaser/s shall immediately after the execution of this Agreement but not later than four months from the date

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of execution of these presents, lodge the same for registration with the Sub-Registrar of Assurances and inform the Promoters the number under which and the day on which the same is registered, sufficiently in advance to enable the Promoters within reasonable time thereafter to attend the office of the Sub-Registrar of Assurances and admit execution thereof at the costs and risk of the Purchaser/s. At the option of the Promoters, if the Promoters execute or cause to be executed by the lessors, Lease or Assignment in respect of area larger than the concerned building or buildings or land married to such building or buildings in favour of any such Organisation of the Purchasers, then that Organisation of the Purchaser shall cause such Organisation of all the Purchasers and premises in such building or buildings to execute simultaneously on the execution of such Lease or Assignment in their favour, under Lease / Sublease in favour of the Promoters or their nominee or nominees in respect of such portion or portions as the Promoters may desire with the right to assign and/or transfer the same without any rent, compensation, charges etc.



41. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by courier or registered A.D./E-mail at :

WARD NO. 15, NEAR GEETA BHAWAN,  
PADAMPUR RAJASTHAN - 335041

Handwritten signature/initials.

The Purchaser/s confirms having agreed to intimate to the Promoter immediately in the event of any change in his/her E-mail ID and/or address.

42. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Said Premises or any portion of the Said Property and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces,

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recreation spaces etc. will remain the property of the Promoters until the said land and Building is transferred to the Society / Limited Company as hereinbefore mentioned.

43. The Purchaser/s shall at no time demand partition of his/her/their interest in the Said Building and/or the Said Property, it is being hereby agreed and declared by the Purchaser/s that his/her/their such interest in the Said Premises is impartible.

44. The Promoters shall always have a right to get the benefit of additional F.S.I. Fungible F.S.I., any additional development rights that they may be entitled to in future for construction on the Said Property from Municipal Corporation of Greater Mumbai ("MCGM"), amend layout and also to put up additional structures / buildings as may be permitted by the MCGM and other competent authorities; such structures / buildings will be the sole property of the Promoters alone and Purchaser/s shall not be entitled to raise any objection or claim any abatement in the price of the Said Premises agreed to be acquired by him/her/them.



45. The Purchaser/s hereby expressly agrees and covenants with the Promoters that in the event of all the wings of the said proposed building on the Said Property and/or all the buildings on the Said Property being not ready for occupation simultaneously and in the event of the Promoters offering licence to enter upon the said premises to the Purchaser/s or handing over possession of the Said Premises simultaneously on the execution of Lease/Assignment in respect of the Said Property in favour of the Organisation of the Purchasers, earlier than completing all the wings and all the buildings on the Said Property then and in that event the Purchaser/s has/have no objection to the Promoters completing the construction of the balance wings or buildings on the Said Property without any interference or objection by the Purchaser/s. The Purchaser/s further confirm/s that he/she/they shall not object or dispute construction of the balance building or buildings, wing or wings or part of parts thereof by the Promoter on the Said Property. Further, the Promoters shall be entitled to either transfer and/or

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through any nominee/s to construct and complete the said wing or wings, building or buildings on the Said Property.



46. The Promoters shall in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this agreement shall have a first lien and charge on the Said Premises agreed to be purchased by the Purchaser/s.

47. The Purchaser/s hereby covenant/s to keep the Said Premises, walls, partition walls, sewers, drains, pipes and appurtenances thereto in good, tenantable and repairable condition and in particular so as to support, shelter and protect the parts of the building other than the Said Premises. The Purchaser/s further covenants not to chisel or in any other manner damage the columns, beams, slabs or R.C.C. partition or walls or other structural members without the prior written permission of the Promoters. In the event of a breach of any of these conditions, the Purchaser, apart from being liable to make good at his/her/its own costs, the damage caused because of breach/s, shall also be responsible for the consequences thereof.

48. It is expressly agreed that the Promoters shall be entitled, without affecting the rights of the Purchaser/s to the Said Premises, including the area thereof, to revise the building plans in respect of the Said Building and to utilize FSI / additional F.S.I. or any other development rights by whatever name called available from time to time in respect of the Said Property, pursuant to directions by the competent authorities and in accordance with applicable law, by suitably modifying the building plans in respect of the Said Property, to construct such floors on the said Building, to amend / alter the layout and construct additional building/s on the Said Property.

49. It is expressly agreed between the Promoters and the Purchaser/s and the Purchaser/s confirm/s that he/she/they are aware that the Promoters are likely to receive fungible FSI, additional F.S.I. and/or Development Rights are likely to be received by the Promoters from the adjoining property. In the event of Promoters receiving fungible FSI, additional F.S.I. and/or development rights, the Promoters

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shall be entitled to amend the layout and/or construct any additional structure/s / building/s on the Said Property and/or in the open space / spaces as may be permissible as an independent structure/s as the Promoters may desire. The

Purchaser/ Purchasers gives/give his/her/their irrevocable consent to the same. In the aforesaid event, the Promoters shall be entitled to deal with, develop, dispose of, alienate, encumber and transfer such additional building or buildings or structures for such consideration and to such party as the Promoters may desire without reference or recourse or consent of the Purchaser/s in any manner whatsoever and the Purchaser/s personally and through their organisation that will be formed, agree/s not to dispute or object to the same, including the construction thereof in any manner whatsoever.



The Purchaser/s shall not decorate the exterior of the Said Premises otherwise than in a manner agreed to with the Promoters.

51. In the event of organisation of all the Purchasers being formed and registered before the sale and disposal by the Promoters of all the premises, the powers and the authorities of such Organisation shall be subject to the overall authority and control of the Promoters in respect of all the matters concerning the Said Building and in particular the Promoters shall have absolute authority and control as regards the unsold flats / premises and disposal thereof. PROVIDED AND ALWAYS the Purchaser/s hereby agree/s and confirm/s that in the event of such organisation being formed earlier than the Promoters' dealing with or disposing off all the premises in the Said Building then and in that event any allottee or Purchaser/s of premises from the Promoters shall be admitted to such Organisation on being called upon by the Promoters without payment of any premium or any additional charges save and except Rs.500/- for the share money and Rs.100/- as entrance fee and such allottee, Purchaser/s or transferee thereof shall not be discriminated or treated prejudicially by such Organisation.

52. Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be

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construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of Promoters.



53. PROVIDED AND ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives in respect of the construction of these presents or concerning anything herein contained or arising out of these premises or the rights, liabilities and/or the duties of the parties hereto, the same shall be referred to arbitration. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory reenactment thereof shall apply to such reference.

54. The Purchaser is fully aware of the provisions of the amended Bombay Stamp Act. If any stamp duty over and above the stamp duty already paid on this Agreement is required to be paid or is claimed by the Superintendent of Stamps or Concerned Authority, the same shall be borne and paid by the Purchaser alone including the penalty, if any. The Promoters shall not be liable to contribute anything towards the said stamp duty. The Purchaser shall indemnify the Promoters against any claim from the Stamp Authorities or other Concerned Authority in respect of the said stamp duty to the extent of the loss or damage that may be suffered by the Promoters. The Purchaser shall also fully reimburse the expenses that may be required to be incurred by the Promoters in consequence of any legal proceedings that may be instituted by the authorities concerned against the Promoters for non-payment and/or under payment of stamp duty by the Purchaser.

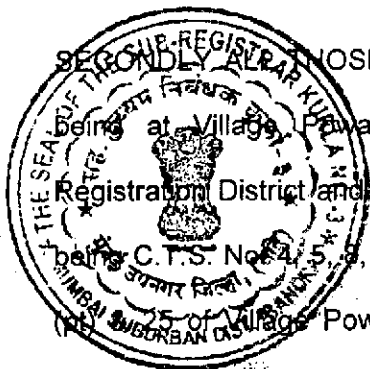
55. This Agreement shall be subject to the provisions contained in the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, and the rules framed there under.

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

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FIRST SCHEDULE

FIRSTLY ALL THOSE pieces or parcels of land or ground situate lying and being at village Powai, near I.I.T., off. Adi Shankaracharya Marg, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, and bearing C.T.S. No. 4, 5, 8, 9, 10, 11, 12, 13(pt), 14(pt), 16(pt), 17, 18(pt), 19(pt), 24(pt) & 25 of Village Powai and admeasuring 3,64,760 Sq. Mtrs. or thereabouts.



SECONDLY ALL THOSE pieces or parcels of land or ground situate, lying and being at Village, Powai near I.I.T., off Adi Shankaracharya Marg, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bearing C.T.S. No. 4, 5, 8, 9, 10, 11, 12, 13(pt), 14(pt), 16(pt), 17, 18(pt), 19(pt), 24 (pt) & 25 of Village Powai and admeasuring 3,64,760 sq. mtrs. or thereabouts excluding 14,717 sq. mtrs. area retained by the said M/s. N. Lajpatrai Dharia & Co.

THIRDLY A PORTION OF ALL THOSE pieces or parcels of land or ground, situate lying and being at village Powai, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, forming part of Sector V, bearing C.T.S. No. 10, 11, 14B, 14C, 16A, 17, 18 and 19 (all parts) of Village Powai.

SECOND SCHEDULE

Common Areas and Facilities of immediate area abutting the main entrance door after the landing of the floor of the Said Premises hereby agreed to be sold in proportion with other premises on the same floor. In case of the Terrace Flat, the Terrace shall belong exclusively to the respective Purchaser/s.

THIRD SCHEDULE

Pro-rata right alongwith all the Purchasers of premises in the said property in limited common areas and facilities as follows (this does not apply in the case of premises other than flats) : (i) Staircase (ii) Main Entrance Hall (iii) Lifts and Lifts Lobbies on each level (iv) Servants Toilets.



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FOURTH SCHEDULE

1. R.C.C. Frame Structure.
2. Marble/Imported Tiles in Living and Bedrooms.
3. Glazed tiles flooring the W.C.s and Dado in bathrooms and W.C.s.
4. One shower in every bathroom.
5. One door bell.
6. Overhead and underground water tanks.
7. Lifts
8. Compound wall with M.S. Gate.
9. One wash basin in each toilet.
10. One kitchen platform suitably decorated and glazed with dado.
11. Main door with aldrop, polished / painted from inside.
12. Building exterior and interior with quality paints.
13. Entrance hall suitable decorated.
14. Electrical points.
15. Air Conditioner Units in Living and Bedrooms
16. Modular Kitchen



FIFTH SCHEDULE

1. The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the terrace, garden and main water pipes, lift and electric wires in, under or upon the building and enjoyed or used by the flat/premises holder/s in common with the other occupiers of flats and the main entrance passages, landings, lifts and staircases of the building or enjoyed by the flat holders used by him/her/them in common as aforesaid and the boundary walls of the building, compound, terraces etc.
2. The cost of cleaning and lighting the passages, water pump, landing, staircases, lift, common lights and other parts of the building used by the flat holder/s in common as aforesaid.
3. The cost of the salaries of clerks, bill collectors, liftmen, chowkidars, pump-man, sweepers etc.

करल - ३	
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२०१६	The cost of working and maintenance of common light, water pump, lift and other service charges.

2016 The cost of working and maintenance of common light, water pump, lift and other service charges.

5. Deposit for Building, Water-meters, electric meter, sewer line, etc.
6. Municipal and other taxes such as water charges bills, electricity charges bills, cesses, levy and revenue, N.A. taxes etc.
7. Insurance of the building.



8. All other expenses relating to Sewerage Treatment Plant (STP) including for maintenance, treating water, electricity etc.
9. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.

SIGNED SEALED AND DELIVERED )  
 By the withinnamed PROMOTERS )  
 M/S. LAKE VIEW DEVELOPERS )  
 In the presence of ..... )  
 ..... )

For Lake View Developers

Partner / Authorised Signatory



SIGNED SEALED AND DELIVERED )  
 By the withinnamed PURCHASER/S )  
 Mr./Mrs./Miss/Ms. HONEY SHARMA )  
 ..... )  
 In the presence of Chandee Maw )  
 Miahru )

*Honey*

*Miahru*



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MUNICIPAL CORPORATION OF GREATER MUMBAI  
FORM 'A'  
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966  
No. CE/ 192 /BPES/AS 25 APR 2011

COMMENCEMENT CERTIFICATE



To,  
Shri. Suresh Hiranandani  
Olympia Central Avenue,  
Hiranandani Gardens,  
Powai - Mumbai - 400076  
Sir,

With reference to your application No. 3493 dt. 15/09/2011

for Development Permission and grant of Commencement Certificate under Section 45 and 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building No. 01 on plot No. 144, 17, 18 & 19 C.T.S. No. 144, 17, 18 & 19 Dist. Village / -Town Planning Scheme No. Powai situated at Road/Street Powai Ward S. Ward

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

- 1) The land vacated on consequence of the endorsement of the set back line / road widening line shall form part of the public street.
- 2) That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupation permission has been granted.
- 3) The commencement certificate/ development permission shall remain valid for one year commencing from the date of its issue.
- 4) This permission does not entitle you to develop land which does not vest in you.
- 5) This commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not be any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act 1966.
- 6) This certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :
  - a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
  - b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
  - c) The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an even shall be deemed to have carried out the contravention of Section 45 or 46 of the Maharashtra Regional & Town Planning Act 1966.

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

The Municipal Commissioner has appointed Shri A. C. Wade  
Executive Engineer to exercise his powers and functions of the planning Authority under section 45 of the said Act.

The C.C. is valid upto 04 OCT 2014

copy to owner  
Shri Surendra Hirvanandani dated 04/07/2012 excluding Podium  
C.C. upto Basement top as per approved Plan



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

*mmmm*  
25/4/14

Executive Engineer (Building Proposal)  
Eastern Suburbs - II  
EOR-

CEL 192 IBPESIAS 29 APR 2015 \*\*\*\*\*  
C.C. upto stillt slab as per approved amended plans dt. 23/04/2015

*mmmm*  
29/04/15

Executive Engineer (Building Proposal)  
(Eastern Suburbs) -

CEL 192 IBPESIAS 13 MAY 2015

C.C. up to 21<sup>st</sup> Floor of wing A & B as per approved Plans  
dt. 23/04/2015

*mmmm*  
13/05/15

Executive Engineer (Building Proposal)  
(Eastern Suburbs) -

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CEI 192 IBPES/AS 08 JAN 2015<sup>du</sup> 08 JAN 2016  
 C.C. upto 21<sup>st</sup> floor of wing 'C' as per approved plans dt. 23/04/2015.

*destdharm*  
 28/01  
 Assistant Engineer Building Proposal  
 Eastern Suburbs 'S' & 'T' Ward

CEI 192 IBPES/AS 30 MAY 2016  
 C.C. upto 23<sup>rd</sup> floor of wing 'A' & 'B' and  
 wing 'C' as per approved plans dated 24/05/2016

*destdharm*  
 30/5  
 Assistant Engineer Building Proposal  
 Eastern Suburbs 'S' & 'T' Ward  
 (1/e)



CEI 192 IBPES/AS 25 JUL 2016  
 C.C. upto 26<sup>th</sup> floor of wing 'A' & 'B' as per approved  
 plans dated 20/07/2016.

*destdharm*  
 25/7  
 Assistant Engineer Building Proposal  
 Eastern Suburbs 'S' & 'T' Ward

CEI 192 IBPES/AS 07 SEP 2016  
 Full C.C. as per approved plans dated 31/08/2016 excluding  
 lift machine room (LMR) of wing 'C'.

*destdharm*  
 07/9  
 Assistant Engineer Building Proposal  
 Eastern Suburbs 'S' & 'T' Ward

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In replying please quote No. and date of this letter

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

No. E.B./CE

CE/ 192/BPES/AS

BSA

5 OCT 2011

of 200 - 200

MEMORANDUM Shri Surendra Hiranandani

Municipal Office,

Mumbai .....200

With reference to your Notice, letter No. 2506 dated 200 and the plans, Sections Specifications and Description and Particulars and details of your buildings at Prop. residential building No.1 on plot bearing C/18, 16-A, 17, 18, 19 of village Powal. 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 of the same.



A. CONDITIONS TO BE COMPLIED WITH BEFORE THE WORK BEFORE PLINTH U.C.

1. That the commencement certificate under Sec.45/69(1)(a) of the M.R. & T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of road widening line with foundation below the bottom of road side drain without obstructing the flow of rain water from the adjoining plots to its own compound wall before starting the work as per U.C. Regulation No.29(27).
3. That the low lying plot will not be filled up to reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murrum, earth, boulders, etc. and will not be leveled, rolled, consolidated and sloped towards road side before starting the work.
4. That the specification for layout/D.P for access roads/development of setback land will not be obtained from Executive Engineer (Road Construction) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. the completion certificate will not be obtained from Executive Engineer (R.C)/Executive Engineer (S.W.D) E.C before submitting building completion certificate

*[Signature]*  
 Executive Engineer Building Proposal  
 (Eastern Suburbs.) 05/10/11

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

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the day of 14 Oct 2011, but not so as to contravance any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

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

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Executive Engineer, Building Proposals,  
Zone, E3 Wards. 7

### 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 Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

(3) Under Bylaw, 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 such 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. ( ) meters above Town Hall Datum."

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

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

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

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

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

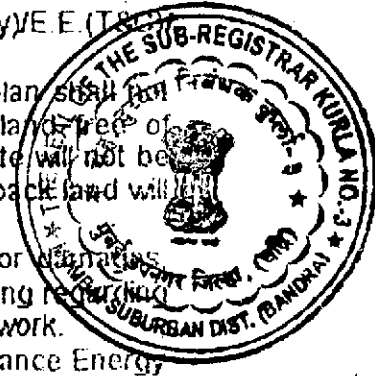
Attention is drawn to the notes Accompanying this Intimation of Disapproval.

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5. That the Licensed Structural Engineer will not be appointed, supervision memo as per appendix XI Regulation 5(3)(IX) will not be submitted by him.
6. That the structural design and calculations for the proposed work considering seismic forces as per I.S Code Nos.456-2000, 13920 - 1993, 4326 and 1893 - 2002 as per circular u.no.CE/PD/11945/1 dated 2.2.2006 for existing building showing adequacy thereof to take up additional load will not be submitted by him.
7. That the regular/sanctioned/ proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/E.E.(T.R.)/E.E.(D.P.)/D.I.L.R. before applying for C.C.
8. That the registered undertaking and additional copy of plan shall be submitted for agreeing to hand over the setback land of trees of compensation and that the setback handing over certificate will not be obtained from Ward Officer and the ownership of the setback land will not be transferred in the name of M.C.G.M.
9. That the Indemnity Bond indemnifying the Corporation for risks, accidents, etc. and to the occupiers and an undertaking no nuisance will not be submitted before C.C./starting the work.
10. That the requirements of N.O.C. of Chief Fire Officer / Reliance Energy Ltd. will not be obtained and the requisition, if any, will not be complied with before occupation certificate / B.C.C.
11. That the qualified registered site supervisor through architect/structural engineer will not be appointed before applying for C.C. & his name and licence No. duly revalidated will not be submitted.
12. That the true copy of sanctioned layout sub-division / amalgamation approved under No.CE/320/BPES/LONS dtd.09/12/2010 alongwith the terms and conditions will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
13. That the no dues pending certificate shall be submitted from Asst Engineer, Water Works, 'S' Ward before C.C.
14. That adequate care in planning, designing and carrying out construction will not be taken in the proposed building to provide for the consequence of settlement of floors and plinth filling etc.
15. That adequate care will not be taken to safeguard the trees existing on the plot while carrying out construction work & NOC from Tree Authority will not be submitted.
16. That the notice under Sec.347(1)(a) of the Mumbai Municipal Corporation Act will not be sent for intimating the date of commencement of the work.
17. That this office will not be intimated in prescribed proforma for checking the open spaces and building dimensions as soon as the work upto plinth is completed.
18. That the clearance certificate from assessment Department regarding upto date payment of Municipal taxes etc. will not be submitted.



for

*[Signature]*

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BRIHANNAGARAI MAHANAGARPALIKA

NO. CE / 192 /BPES/ AS

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19. That the requirement of bye law 4(C) will not be complied with before starting the drainage work and in case Municipal sewer is not laid, the drainage work will not be carried on as per the requirement of Executive Engineer (Sewerage Project), Planning & completion certificate from him will not be submitted.
20. That the copy of Intimation of Disapproval conditions & other layout or sub division conditions imposed by the Corporation in connection with the developmental site shall not be given to the would be purchaser and also displayed at site.
21. That the N.A. permission from the Collector of Bombay shall not be submitted.
22. That a 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 will not be renewed during the construction of work.
23. That the development charges as per M.R.T.P.(amendment) Act 1992 will not be paid.
24. That the carriage charge shall not be provided before starting the work.
25. That the adequate & decent temporary sanitary accommodation will not be provided for construction workers on before starting the work.
26. That the documentary evidence regarding ownership, area and boundaries of holding is not produced by way of abstracts from District Inspector of Land Records, extracts from City Survey Record and Conveyance Deed etc.
27. That the Survey Cards for each sub-divided plots, road etc. will not be submitted.
28. That the debris will not be removed before submitting the building completion certificate and requisite deposit will not be paid before starting the work towards faithful compliance thereof.
29. That the No Objection Certificate from Hydraulic Engineer for the proposed development will not be obtained and his requirements will not be complied with.
30. That the registered undertaking agreeing to form Co-op. Housing society will not be submitted before starting the work.
31. That the society will not be formed & got registered and true copy of the registration of society will not be submitted.
32. That the proposal for amended layout / sub-division shall not be submitted and get approved before starting the work and terms and conditions thereof will not complied with.
33. That the proposal will contravene the section 251 (A)(A) of the Mumbai Municipal Corporation Act.
34. That the remarks from Asstt. Engineer, Water Works regarding location, size capacity of the suction tank, overhead storage tank for proposed and existing work will not be submitted before starting the work and his requirements will not be complied with.
35. That the capacity of overhead tank will not be provided as per 'P' form issued by department of Hydraulic Engineer and structural design to that effect admitted before requesting to grant commencement certificate.

Executive Engineer

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36. That the phase programme for infrastructure development will not be submitted and got approved and will not be developed as per phase programme.
37. That the undertaking for paying additional premium due to increase in land rate as and when demanded shall not be submitted.
38. That the N.O.C. from Insecticide Officer shall not be submitted.
39. That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria etc. is made to the Insecticide Officer of the concerned ward office and provision shall not be made as and when required by Insecticide Officer for inspection of water tanks by providing safe and stable ladder, etc. and requirements communicated by the Insecticide Officer shall not be complied with.
40. That the board mentioning the name of Architect/Owner shall not be displayed on site.
41. That the requirements as per Circular No.CE/PD/12387 of 17/07/2005 shall not be complied with during the execution of work.
42. That the debris management plan shall not be submitted to S.W.D. Department and NOC shall be obtained and submitted to this office.
43. That the necessary remarks for training of nalla/construction of S.W.D. will not be obtained from Dy.Ch.E.(S.W.D.)City & Central cell, before plinth C.C. and compliance of said remarks will not be insisted before granting full C.C. for the building.
44. That the NOC from Environment Deptl. of GOM shall not be submitted as per EIA notification dated 14/09/2006 as amended upto date.
45. That the register U/T shall not be submitted by Owner / Developer / Builder to sell the tenements / flats on carpet area basis only and abide by the provisions of Maharashtra Ownership flats ((Regulation of the promotion of construction, sale, Management & Transfer) Act; (MOFA) amended upto date. Indemnity Bond indemnifying MCGM & its officers from any legal complications arising due to MOFA shall not be submitted.
46. That the relaxations/concessions required for consumption of full FSI permissible i.e. maximum potential permitted on the plot shall not be got approved from competent Authority.
47. That the N.O.C. from Ch.E.(M&E) shall be submitted.
48. That the works shall be carried out between 7.00 a.m. to 7.00 p.m.
49. That the undertaking stating that the interims orders passed by the Hon. High Court dated 04/12/2008 in PIL No.91 of 2008 and 131 of 2008 shall be adhered to and complied with, shall not be submitted.
50. That the Licensed Structural Engineer will not be appointed, supervision memo as per appendix XI Regulation 5(3)(IX) will not be submitted by him.
51. That the second Structural Engineer shall not be appointed & structural report shall not be submitted.
52. That the orders of the Hon'ble Bombay High Court stipulating that "the development shall be subject to the orders which may be passed in the PIL Writ Petition No.131 & PIL WP No.91 on 04/12/2008 and the developer shall not claim any equilation for the work done during the pending of these writ petitions" shall not binding upon the developers / Owners etc.



Executive Officer  
 Pending Proposal

BRIHANMUMBAI MAHANAGARPALIKA

No. CE / 192 /BPES/ AS 5 OCT 2011

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CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.	

That environmental clearance under GOI notification dated 14<sup>th</sup> September 2004 as amended upto date shall not be obtained.

1. That the N.O.C. from Civil Aviation Department will not be obtained for the proposed height of the building.
2. That the requirement of N.O.C. from C.A.U.L.C. & R. Act will not be complied with before starting the work above plinth level.

C) GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C.

1. That the separate vertical drain pipe, soil pipe with a separate gully tap, water main, overhead tank, etc. for maternity home/nursing home user will not be provided and the drainage systems or the residential part of the building will not be affected.
2. That some of the drains will not be laid internally with C.I. pipes of adequate size.
3. That the dust trap will not be provided as per C.E.'s circular No. CE / 295 / 11 of 27.6.1978.
4. That the surface drainage arrangement will not be made in consultation with Executive Engineer (W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate.
5. That 10 ft. unobstructed pathway upto staircase will not be provided.
6. That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon and will not be levelled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.
7. That the name plate/board showing plot No. name of the building etc. will not be displayed at a prominent place before O.C.C./B.C.C.
8. That the parking spaces shall not be provided as per D.C. Regulation No. 36.
9. That B.C.C. will not be obtained and T.O.D and debris deposit etc. will not be claimed for refund within a period of 5 years from the date of its payment.
10. That the provision will not be made for making available water for flushing and other non-potable purposes through a system of borewell and pumping that water through a separate overhead tank which will be connected to the drainage system and will not have any chances of mixing with the normal water supply of the Corporation.
11. That the certificate to the effect that the licensed surveyor has effectively supervised the work and has carried out tests for checking leakages through sanitary blocks, termite, fixtures, joints in drainage pipes etc. and that the workmanship is found very satisfactory shall not be submitted.

*[Handwritten signature]*  
Building Proposer

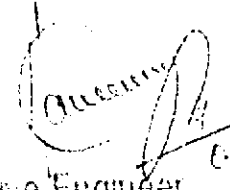
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12. That the three sets of plans mounted on canvas will not be submitted.
13. That the certificate from Lift Inspector regarding satisfactory installation and operation of lift will not be submitted.
14. That the federation of flat owners of the sub-division/layout for construction and maintenance of the infrastructure will not be formed.
15. That the adequate provision for post-mail boxes shall not be made at suitable location on ground floor /stilt.
16. That the every part of the building construction and more particularly overhead tank will not be provided with a proper access for the staff of insecticide Officer with a provision of temporary but safe and stable ladder etc.
17. That the final NOC from S.G. shall not be submitted.
18. That the requisitions of clause No.45 & 46 of D.C.R. shall not be complied with.
19. That the infrastructural works such as, - construction of handholes/manholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall not be provided.
20. That the provision for rain water harvesting as per design prepared by approved consultant in the field shall not be made to the satisfaction of Municipal Commissioner.
21. That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations / individuals specialized in this field, as per the list furnished by Solid Waste Management Department of MCGM, shall not be provided to the satisfaction of Municipal Commissioner.



D) CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.

1. That certificate under Section 270-A of the Mumbai Municipal Corporation Act will not be obtained from H.E.'s department regarding adequacy of water supply.
2. That the ownership of the recreation space/swimming pool /Club House shall not vest by provision in a deed of conveyance in all the property owners on account of whose holding the R.G./Swimming Pool Club House is assigned.
3. That the structure constructed in recreation space for the use of shall not be used only for recreational activity for which it is approved for the bonafide society members.

  
Executive Engineer  
(Building Proposals)(E. S.)-II

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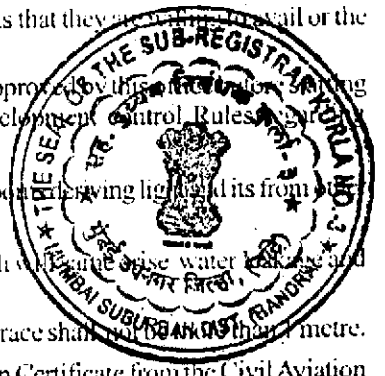
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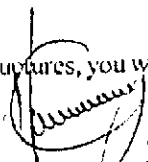
NOTES

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

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- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to make arrangements of obtaining No Objection Certificate from the Housing Department under Section 45 of the Rent Act and in the event of your proceeding with the work either by first intimation about commencing the work under Section 347 (1) (iii) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966. (12 of the Town Planning Act), will be withdrawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved 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 rehousing the existing tenants on hour stating their number and the area in occupation of each.
  - (ii) Specifically signed agreement between you and the existing tenants that they will vacate the existing structure 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 the Development Control Rules, 1971, so as not to contravene at any stage of construction, the Development Control Rules, 1971, regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of roof and 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 cause water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand storage work above the finished level of the terrace shall not be less 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 manholes and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all 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 pipes of the ribbet pretressed 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 & ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 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 over 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 opening.  
 (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 additional is intended to be carried out on old foundations and structures, you will do so at your own risk.



  
 Executive Engineer Building Proposals  
 Zones ..... E3 ..... Wards 17

B

**M.V. KINI & CO.**  
ADVOCATES & SOLICITORS

VILE PARLE



B-103, 1ST FLOOR, CHARMEE ENCLAVE, SHRADHANAND ROAD, WESTERN EXPRESS HIGHWAY, VILE PARLE (E),  
MUMBAI -400 057. Tel. : Off. : 2610 4450, 3261 5163 • Fax : 2610 4451 • E-mail : [parle@mvkini.com](mailto:parle@mvkini.com)

2<sup>nd</sup> January 2015

To,  
M/s. Lake View Developers,  
Mumbai

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Re: Description of the land being a portion of all those originally agricultural pieces and parcels of land comprising of CTS Nos. 4, 5, 8, 9, 10, 11, 12, 13 (pt), 14 (pt), 16 (pt), 17, 18 (pt), 19 (pt), 24 (pt) and 25 of Village Powai, Taluka Kuria, admeasuring about 3.64,760 sq. mtrs. however excluding an area of 14,717 sq. mtrs. retained by original owners. ("Said Property")



This is to state that we have investigated the title of M/s. Lake View Developers, Partnership Firm, registered under the Indian Partnership Act, hereinafter referred to as the "Said Lake View" to the Said Property and we have to state as under:

- HEAD OFFICE** : SAVLA CHAMBERS, 40, CAWASJI PATEL STREET, FORT, MUMBAI-400 001  
TEL: OFF: 2291 5883/34/55/2204 8683. FAX: 2204 4971. E-mail: [bombay@mvkini.com](mailto:bombay@mvkini.com)/[mvkini@bom5.vsnl.net.in](mailto:mvkini@bom5.vsnl.net.in)
- BRANCH OFFICES**
- NEW DELHI** : KINI HOUSE, 639, JANGPURA-B, NEW DELHI-110 014. TEL: (011) 2437 1038/35/40. FAX: (011) 2437 9484.  
MOBILE: 98111 81811/93126 10090/ 98116 34556. E-mail: [delhi@mvkini.com](mailto:delhi@mvkini.com)/[mvkini@vsnl.net](mailto:mvkini@vsnl.net)
- BANGALORE** : 4, ALEXANDER STREET RICHMOND TOWN, ABOVE UNION BANK, BANGALORE-560 025. TEL: (080) 2221 1434/5114 4702  
FAX: (080) 2271 3156. MOBILE: 83418 72674/98440 90215/98441 17371. E-mail: [bangalore@mvkini.com](mailto:bangalore@mvkini.com)/[mvkini@airtelmail.in](mailto:mvkini@airtelmail.in)
- HYDERABAD** : MADHU KUNI, 1ST FLOOR, OPP. CITY CIVIL COURT, S P ROAD, SECUNDERABAD-500 003. TEL: (040) 6632 3042.  
FAX: (040) 2771 7375. MOBILE: 98485 25496/98485 28983/93955 80350. E-mail: [hyderabad@mvkini.com](mailto:hyderabad@mvkini.com)/[mvkini@city.com](mailto:mvkini@city.com)
- PUNE** : CHANDRASHEEL ARTS, 1ST FLOOR, OPP. SURYA HOTEL, OFF. GHOLE ROAD, SHIVAJI NAGAR, PUNE-411 005.  
TEL: (020) 2651 0971. TELEFAX: (020) 2651 0874. MOBILE: 98230 07801/98220 61319. E-mail: [pune@mvkini.com](mailto:pune@mvkini.com)/[mvkini@pune@gmail.com](mailto:mvkini@pune@gmail.com)
- ALLAHABAD** : F-309, SARASWATI APARTMENT NEAR A.G. OFFICE CHOURAHA, OPPOSITE Y.M.C.A. SCHOOL, 15-B, SARAJINI NAIDU ROAD,  
ALLAHABAD (U.P.). TEL: (0532) 2422199. MOBILE: 98118 24110. E-mail: [allahabad@mvkini.com](mailto:allahabad@mvkini.com)
- CHANDIGARH** : 1004, SECTOR-21B, OPP. NIRANKARI GURUDWARA, CHANDIGARH. TEL: (0172) 272 0233/270 5857.  
MOBILE: 98584 81944/98880 81944. E-mail: [chandigarh@mvkini.com](mailto:chandigarh@mvkini.com)/[chandigarh\\_mvkini@yahoo.com](mailto:chandigarh_mvkini@yahoo.com)
- KOLKATA** : 1A, SAGARDEEP APARTMENT, VIP ROAD, RAGHUNATHPUR, KOLKATA - 700 059. TEL: (033) 32411280, 25007175  
FAX: (033) 25007175. E-mail: [dr.raj@radifmat.com](mailto:dr.raj@radifmat.com)/[kolkata@mvkini.com](mailto:kolkata@mvkini.com)

1) In pursuance of the provisions of the MMRDA Act, 1968 Mumbai Metropolitan Region Development Authority (hereinafter referred to as "MMRDA") formulated and sanctioned at its 9<sup>th</sup> meeting held on 24<sup>th</sup> January, 1977, a scheme called "Powai Area Development Scheme" for the development of lands situated lying and being at Villages Powai and Tirandaz of Taluka Kurla in the registration district and sub-district of Mumbai City and Mumbai Suburban.

2) It further appears that between January 1977 and December 1983, N. Lajpatrai Dharra & Co., were the Original Owners (hereinafter referred to as the "Original Owners") of the Said Property.

3) The said Original Owners and the Said Lake View had entered into Agreement for Development cum Sale dated 15<sup>th</sup> December, 1983, whereby the said Original Owners granted exclusive right of development in respect of the Said Property to the Said Lake View and had placed the Said Lake View in exclusive possession of the Said Property. The said Original Owners also executed Power of Attorney dated 15<sup>th</sup> December, 1983, in favour of Partner of the Said Lake View, thereby authorizing him to do acts and deeds, as contained therein. The said Original Owners thereafter executed Supplemental Agreement dated 12<sup>th</sup> June, 1985, with the Said Lake View, whereby it was agreed by the said Original Owners that the Said Lake View would be entitled to part with possession of the Said Property for which full payment was received.

4) By Tripartite Agreement dated 19<sup>th</sup> November, 1986, made between the Governor of Maharashtra of the first part, the said MMRDA of the second part and Harishchandra Chandrabhan Sharma and others, it also included the said Original Owners, the said Original Owners, through



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the Partner of the Said Lake View, surrendered and delivered the Said Property to the State Government and/or the said MMRDA pursuant to the said reservation under the said MMRDA Act of 1974 and accordingly the Governor of Maharashtra and the said constituted authority, MMRDA, agreed to dispose of by way of a lease the Said Property back to the said Original Owners, as per the terms and conditions set out therein. Pursuant to the said Tripartite Agreement of 19<sup>th</sup> November, 1986, an Agreement to Lease was also executed on the same day i.e. on 19<sup>th</sup> November, 1986, by MMRDA in favour of the said Original Owners / their assigns as the then licensees and the said Owners / their assigns were accordingly allowed to enter upon to deal with and develop the Said Property subject to the terms and conditions therein contained which include an agreement to grant a lease for period of 80 years, as contained therein.

5) The said Original Owners thereafter have executed following documents with the Said Lake View in respect of the Said Property -



(i) Power of Attorney dated 17<sup>th</sup> February, 1987, in favour of Mr. Niranjan Hiranandani and Mr. Surendra Hiranandani of the Said Lake View whereby the Original Owners thereby granting authority to the Said Lake View -

- (a) To execute conveyance in favour of the Attorney or their nominees.
- (b) To obtain permission for transfer of the property and
- (c) To appoint substitutes in their place to act as Attorneys.

(ii) Vide Writing dated 21<sup>st</sup> January, 1991, addressed to the Said Lake View, whereby the Original Owners confirmed having received full payment of consideration and that they having no

financial or other claim of any nature whatsoever against the Said  
Lake View and reiterated that the Said Lake View is entitled  
interalia to develop, sell, lease, mortgage the Said Property, as it  
may in its sole and absolute discretion deem fit without any  
reference or recourse to the Original Owners.

- (iii) Irrevocable Power of Attorney dated 4<sup>th</sup> January, 1990, in favour of Mr. Niranjan Hiranandani and Mr. Surendra Hiranandani of the Said Lake View whereby the Said Original Owners confirmed that the Said Lake View had been placed in possession of the Said Property with right to deal with, develop and dispose of the same and all the benefits of Tripartite Agreement belonged to the Said Lake View. The said Original Owners also authorized the Partners of the Said Lake View to enter into contract or commitment for transfer of the benefit in respect of the Said Property, to appoint the Original Owners as transferors or as assignors or as confirming party thereto and lodge the same for registration. The said Original Owners also authorized the Partners of the Said Lake View to transfer and mutate the Said Property in favour of the said Attorney or their nominees.

6] We also state that all the aforesaid documents and deeds, including the Tripartite Agreement of 19<sup>th</sup> November, 1986, Agreement to Lease also bearing the same date, are still valid and subsisting as on this date.

7] Thus, the Said Lake View is in exclusive possession of the Said Property from the year 1983 and is developing the Said Property in a phased wise manner since then. In the course of the development, the Said Lake View has constructed several buildings on the Said Property and sold / disposed of the flats / tenements constructed thereon.

- 8] We understand that legal proceedings in the form of PILs, being PIL Nos. 131 of 2008, 91 of 2008 and 21 of 2010, have been filed by certain persons in respect of the lands forming part of PADS, including the Said Property. Certain Orders have been passed in the said PILs including Order / Judgment dated 22<sup>nd</sup> February, 2012 (the said Orders). The said M/s. Lake View Developers are constructing buildings on the lands forming part of PADS including portions of the Said Property under the said Orders. Further Eight Societies in Sector IV-A forming part of the Said Property, admeasuring about 1,11,827 sq. mtrs. (excluding reservations), have filed Suit, being Suit No. 54 of 2014 in the Bombay High Court and have taken out Notice of Motion No. 62 of 2014, for interalia restraining the further constructions in the said Sector IV-A. The sale of the premises in the buildings being constructed in the said Sector IV-A, are subject to the final decision of the Bombay High Court in the said PILs and further Orders in the said Notice of Motion No. 62 of 2014.
- 9] In the premises aforesaid, subject to the aforesaid Tripartite Agreement and Agreement to Lease, both dated 19<sup>th</sup> November, 1986, we have found the title of the Said Lake View as the Assignee of the Original Owners to the Said Property as clear and marketable and free from any encumbrance of any nature whatsoever.

Thanking you.

करल - ३	
८९७७	५७२७
२०१६	

Yours faithfully,  
For M/s. M. V. Kirti & Co.

*A. S. Chafekar*



८९७७ ५८९२७

२०१६ २५

मालमत्ता पत्रक

गा/मार्ज - पवई

तालुका/न.भू.सा.का. -- न.भू.अ. मुलुंड

जिल्हा -- मुंबई उपनगर जिल्हा

पुस्तक क्र. / पृ. क्र. नं. वि. नं. खंड नं. क्षेत्र नं. धारणाधिकार शासक/दिल्याचे आदेशाची किंवा शासक/दिल्याचे आदेशाचे तयारीत/अपणित्याचे तयारीत/अपणित्याचे तयारीत

१०४ ४५८.०० शेती

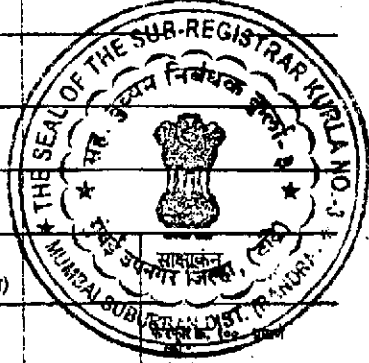
धाधिकार --

वा मुळ धारक --

८ --

भार --

श्री --



क्र.	व्यवहार	खंड क्रमांक	नविन धारक (धो) पत्रदार (प) किंवा पार (पा)	साक्षक
१०४/२००६	गा.जिल्हाधिकारी मुंबई उपनगर जिल्हा याचे कडील एकदिवसीय व पोटविभाजन आदेश क्र. सी./का.६-२२/पो.वि./ए.आ. के. ६९८ दि.१५/१०/९८ व शुध्दीपत्र दि. २४/३/०६ नुसार व इकाईल नं. १/४/०६ चे आदेशाने न.भू.क्र. १० चे ६३१.०० चौ.मी. क्षेत्रासमूह ४५८.०० चौ.मी. क्षेत्र बला करून न.भू.क्र. १० व क्षेत्र ४५८.०० चौ.मी.ची स्वतंत्र मि.प. उपडली. व न.भू.क्र.१० वरील दि.१८/३/८८ व दि. २८/१२/९२ च्या नोंदीची रजवत दि.०४/४/०६ रोजी सर मिळकत पत्रीकेवर घेतली आहे.			२४/०४/२००६ न.भू.अ.मुलुंड
८०४/१९८८	न.भू.अ.१ येथे कडील न.भू.क्र./पवई/तिरदाज/८८ दि. १९/१४/८६ चा करार नागां दिनांक २६/१२/८६ ची ताबे पावली. महाराष्ट्र शासन राजपत्र अधिसूचना दि. १२/५/८३ व भूमिअधिकारी मुंबई महानगर प्रदेश विकास प्राधिकरण यांचा दि.२३/१४/८७ चा अर्ज.		[महाराष्ट्र शासन] (H) मुंबई महानगर प्रदेश विकास प्राधिकरण (L) एल.एस.वर्मा.	साक्षक - २४/०४/१९८८ न.भू.अ.मुलुंड
८१२/१९९२	मा.अ.भू.अ.मुंबई यांचे कडील पत्र क्र.सी.टी.एस.२/९२ दि. १९/४/९२ अन्वये निरंजन हिरानंदानी यांचा अर्ज दिनांक १८/८/९० व जबाब वाअन्वये न.भू.अ.१ मुंबई येथे कडील आदेश क्र.न.भू.अ.४/पवई/तिरदाज/९२ दि. २८/१२/९२ अन्वये भाडेपत्राचे (२६५६६.००) क्षेत्रासमूह डेकलपर म्हणून हतार हक्कात नोंद घेतली केली.		(E) १) निरंजन हिरानंदानी. २) सुरेश हिरानंदानी.	साक्षक - २८/१२/१९९२ न.भू.अ.मुलुंड

पो नरगारा - १६१  
ए.स. के. पडयाळी अर्ज क्रमांक ७८३  
प. मू. १२ अर्ज प्राप्त दिनांक ७.१२.१३ रक्कम शुल्क ८०/-  
नक्कल तयार दिनांक १.१०.१३ कागद फी ८५/-  
नक्कल दिल्याची दिनांक १.१०.१३ रक्कम र १२००/-  
खरो नक्कल  
भारभू मापन अधिकारी  
मुलुंड

न.भू.अ. मुलुंड प्रमाण पत्र  
मिळविलेले उपविषयकालाप्रमाणित प्रतीवर दाखल क्षेत्र ४५८.०० चौ.मी.  
अक्षर चोरी अक्षरान्त पणकाल्य इशास  
चौ.मी. क्षेत्र मिळकत पत्रिकेवर नमुद  
केलेल्या दाखल्या गेल्यात असल्याची  
जाहीर केली आहे.  
२०१६/१२/२५  
जिल्हा अधीक्षक भूमी अभिलेख  
मुंबई उपनगर जिल्हा

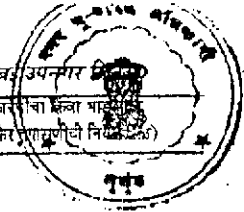
करल - ३	
८९७७	५९२७
२०१६	पवई

पालमत्ता पत्रका

तालुका/न.पु.भा.का. - न.पु.अ. मुंबई

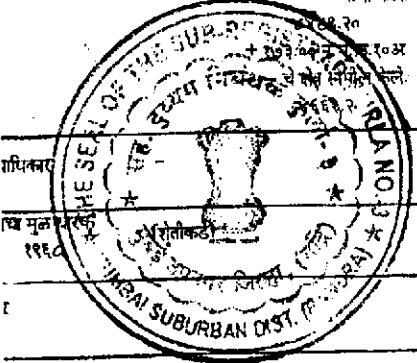
जिल्हा - मुंबई उपनगर

शासनाला दिलेल्या जमकाचा किंवा भाड्याचा तपशील आणि लागू फेर (आयुष्यीय निवृत्ती)



पुस्तक क्रमांक / व. प्र. नं. / चे. नं. / धारणाधिकार

११अ ११  
 २१७७१.२  
 [१८२०६.६]  
 - २३९०.५ रस्ता किंवा  
 गेलने कमी.  
 [१५८९५.८]  
 १२०८१.४  
 - ११५२.६ न.पु.अ. १२  
 - मध्ये सागील.  
 ७९२९.८  
 - ११७.० न.पु.अ. क्रमांक ४ मध्ये  
 - सामील झाल्याने कमी.   
 [७८१२.८]  
 १०४४८.२०  
 - ५९५९.०० न.पु.अ. ११ब  
 ची स्वतंत्र मि.प. उघडलेने  
 कमी केले.



राधिकार	
पत्र मूल्य	
१९६०	
भार	-
गे	-

क्रमांक	व्यवहार	खंड क्रमांक	नविन धारक (धो) पट्टेदार (प) किंवा भार (भ)	साक्षात्कर्त
८/०२/१९८८	न.पु.अ.१ धांगकडील न.पु.अ./पवई निरदोश/८८ दि. १८.२.८८ दि. १९.११.८६ चा कारणात दि. २६.१२.८६ ची ताबे पाकती महाराष्ट्र शासन राजपत्र अधिसूचना दि. १२.५.८३ व गृहीत अधिकारी मुंबई महानगर प्रदेश विकास प्राधिकरण वांच दि. १३.११.८७ चा अर्ज क्र. १०७२.५ ची.गो.		[महाराष्ट्र शासन] (M) मुंबई महानगर प्रदेश विकास प्राधिकरण (I) के.बी. धारीया एल. एन. धर्म	सही - ११/८८-०४-२५ न.पु.अ. मुंबई

८९७७ ६०९२७

जे - पवई	तालुका/न. भु. मा. का. -- न. भु. अ. मुंबई	जिल्हा	मुंबई उपनगर जिल्हा	विभाग
शिट नंबर	खत नंबर	क्षेत्र	धारणाधिकार	नगर/कमका/वेळ
२०९६				

क्र.	व्यवहार	खंड क्रमांक	नविन घरक (भा) पट्टेदार (प) किंवा भरा (पा)	साक्षात्कृत	दस्तावेज
७/१९८८	श्री. निरंजन हिरानंदानी यांचा दि. ११.४.८८ चा अर्ज मुंबई महानगर प्रदेश विकास प्राधिकरण यांचे दि. ३.५.८८ चे पत्र जि.नि.भु.अ. तथा न.भु.अ.१ यांचेकडील आदेश क्र. १८४४८८/१७.८८ दि. १.७.८८	--	सदरच्या मिळकतीतून २३९०-५ चौ.मी. क्षेत्र रस्तारुंदीत घेतलेले कमी (H) मुहूर्त महानगर पालिका शिल्पक क्षेत्र पडताळणी/मोजणी अंती कायम होणेस पत्र.	सही - १९८८-७-१८ न.भु.अ. मुंबई	२५
३/१९९०	जि.नि.भु.अ. तथा न.भु.अ.१ यांचेकडील आदेश दि. १८.४.९० एतद्द्वारे मुंबई महानगर शिल्पक क्षेत्र प्रयोजन इ.एस. मुंबई यांचेकडील न.सी.इ. ३२२/बो.पी.इ.एस./एल.ओ.एन. दि. १७.४.९०	--	रस्त्याकडे ५६.२ (Sector IV A मधील) (H) मुंबई महानगर प्रदेश विकास प्राधिकरण (L) के.बी.धारीया एल. एम. वर्मा	सही - १९९०-७-१८ न.भु.अ. मुंबई	२५
२०/१९९१	एवझीक्यूटीव्ह इंजिनियर शिल्पक प्रयोजन इ.एस. सबरमती यांचेकडील न.सी.इ/३२०/बो.पी.इ.एस./एल.ओ.एन. दि. १९.७.९० व या कार्यालयकडील आदेश दि. २९.७.९१	--	सेक्टर V रस्ता ३०१.१ (H) मुंबई महानगर प्रदेश विकास प्राधिकरण (L) के.बी. धारीया एल. एम. वर्मा	सही - १९९१-०७-२९ न.भु.अ. मुंबई	०५/१
१२/१९९२	१५.२/ना.अ.भु.अ.मुंबई यांचेकडील पत्र क्र. सी.टी.एम. २/९१ दि. १९.९.९१ अन्वये निरंजन हिरानंदानी यांचा अर्ज दि. २८.८.९० व जबाब यान्वये न.भु.अ.१ मुंबई यांचेकडील आदेश क्र.न.भु.अ.१/पवई/तिरदाज/९२ दि. २८.१२.९२ अन्वये भाडेपट्टेदाराचे क्षेत्र १०६८९.० चौ.मी. शेवापुरते उदारतमर महणुन इतर हक्कात नाव पाडले गेले.	--	(E) १) निरंजन हिरानंदानी २) सुंदर हिरानंदानी	सही - १९९२-१२-२८ न.भु.अ. मुंबई	०८/०

