



# SHREE NURSINGSAHAY MUDUNGOPAL (Bombay)

DISTRIBUTORS, DEALERS & EXPORTERS FOR MAJOR ELECTRICAL MANUFACTURERS  
45/47, Lohar Chawl, Mumbai 400 002. Tel: + 91 22 5633 1344, 5633 8912 (9 lines); Fax: 2206 3134;  
Reliance Mobile: 022 31030241, 31027109; E-mail: mumbai@shreenm.com; Web: www.shreenm.com

REF. NO. PM/S/16/04

2<sup>ND</sup> MAR. 2005

The Credit Manager  
State Bank of India  
Commercial Branch,  
MUMBAI 400 023

Dear Sir,

SUB: SUBMITTING ORIGINAL STAMP DUTY PAID AND REGISTERED  
AGREEMENTS FOR UNIT PURCHASE AT ANDHERI SAKINAKA

With reference to the above we are enclosing herewith the following documents of the premises purchased at Andheri Sakinaka in Building " Sagar Tech Plaza-A" situated at Village. Mohili, Andheri Kurla Road, Andheri , Sakinaka , Mumbai 400 072, for which we have taken term loan from you:-

- 1) An Original Agreement of Unit No. 401, 402, 403, 404, 405 & 406- Total Area admeasuring 6271 Sq. Ft ( Built Up ) on 4<sup>th</sup> Floor,
  - a) Original Index No.II
  - b) Original Receipt of Registration Fees Paid Rs. 31120/-
  - c) Original Stamp Duty Paid Receipt for Rs.9,50,400.00 + 10 = Rs. 950410.00
  - d) Original Agreement with Stamp duty paid thereon Rs. 950400.00
  - e) Typical Floor Plan with Marked Area
  - f) Copy of IOD
  - g) Copy of Commencement Certificate
  - h) Copies of other relevant papers
  
- 2) An Original Agreed of Unit No. 407- Total Area admeasuring 1035 Sq. Ft ( Built Up ) on 4<sup>th</sup> Floor:-
  - a) Original Index No. II
  - b) Original Receipt of Registration Fess Paid Rs. 311120/-
  - c) Original Stamp Duty paid Receipt for Rs. 156875.00 + 10= 156885.00
  - d) Original Agreement with Stamp duty paid there on Rs. 156875.00
  - e) Typical Floor Plan with Marked Area
  - f) Copy of IOD
  - g) Copy of Commencement Certificate
  - h) Copies of other relevant papers

...2



Offices

Pune • Baroda • Goa



# SHREE NURSINGSAHAY MUDUNGOPAL (Bombay)

DISTRIBUTORS, DEALERS & EXPORTERS FOR MAJOR ELECTRICAL MANUFACTURERS  
45/47, Lohar Chawl, Mumbai 400 002. Tel: + 91 22 5633 1344, 5633 8912 (9 lines); Fax: 2206 3134;  
Reliance Mobile: 022 31030241, 31027109; E-mail: mumbai@shreenm.com; Web: www.shreenm.com

-2-

- 3) An original Agreement of Unit No. 408 Total Area admeasuring 1035 Sq Ft. ( Built Up) on 4<sup>th</sup> Floor
  - a) Original Index No. II
  - b) Original Receipt of Registration Fess Paid Rs. 311120/-
  - c) Original Stamp Duty paid Receipt for Rs. 156875.00 + 10= 156885.00
  - d) Original Agreement with Stamp duty paid there on Rs. 156875.00
  - e) Typical Floor Plan with Marked Area
  - f) Copy of IOD
  - g) Copy of Commencement Certificate
  - h) Copies of other relevant papers
- 4) An Original Agreement of Unit 409 Total Area admeasuring 1035 Sq. Ft ( Built Up) on 4<sup>th</sup> Floor:-
  - a) Original Index No. II
  - b) Original Receipt of Registration Fess Paid Rs. 311120/-
  - c) Original Stamp Duty paid Receipt for Rs. 156875.00 + 10= 156885.00
  - d) Original Agreement with Stamp duty paid there on Rs. 156875.00
  - e) Typical Floor Plan with Marked Area
  - f) Copy of IOD
  - g) Copy of Commencement Certificate
  - h) Copies of other relevant papers
- 5) An Original Agreement of Unit 410 Total Area admeasuring 1035 Sq. Ft ( Built Up) on 4<sup>th</sup> Floor:-
  - a) Original Index No. II
  - b) Original Receipt of Registration Fess Paid Rs. 311120/-
  - c) Original Stamp Duty paid Receipt for Rs. 156875.00 + 10= 156885.00
  - d) Original Agreement with Stamp duty paid there on Rs. 156875.00
  - e) Typical Floor Plan with Marked Area
  - f) Copy of IOD
  - g) Copy of Commencement Certificate
  - h) Copies of other relevant papers

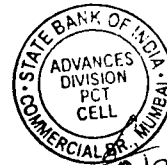
So we are enclosing herewith all paper as mentioned above . Kindly acknowledge the receipt of the same

Thanking you,

Yours faithfully,  
For Shree Nursingsahay Mudungopal (Bombay)

Authorised Signatory.

Encl: AS ABOVE



Offices

Pune • Baroda • Goa



Monday, February 07, 2005

4:13:40 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 899

गावाचे नाव मोहिली

दिनांक 07/02/2005

दस्तऐवजाचा अनुक्रमांक वदर3 - 00901 - 2005

दस्ता ऐवजाचा प्रकार करारनामा

**DELIVERED**

सादर करणाराचे नाव: मेसर्स श्री नरसिंगसहाय मुदुनगोपाल (बॉम्बे) तर्फे भागीदार श्रीवल्लभ पी. मुंधरा पॅन नं अेअेएमएफएस3162के - -

नोंदणी फी	: -	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),	: -	1120.00
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (56)		
<b>एकूण</b>	<b>रु.</b>	<b>31120.00</b>

आपणास हा दस्त अंदाजे 4:28PM ह्या वेळेस मिळेल

**DELIVERED**

दुय्यम निबंधक  
कुर्ला 1 (कुर्ला)

बाजार मुल्य: 15298500 रु. मोबदला: 19007401 रु.

भरलेले मुद्रांक शुल्क: 950400 रु.

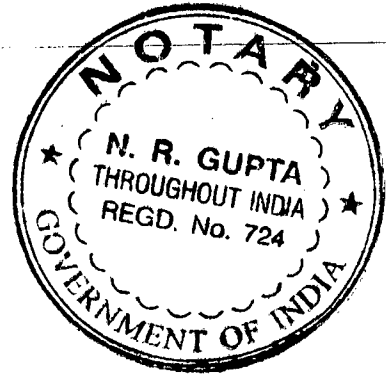
देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: एस बी आय, मुंबई - 23.;

डीडी/धनाकर्ष क्रमांक: 995051; रक्कम: 30000 रु.; दिनांक: 04/02/2005

सह. दुय्यम निबंधक, कुर्ला-१  
मुंबई उपनगर जिल्हा.

**समाशोधनाच्या अधिन राहून**



**CERTIFIED TRUE COPY**

(Customer Copy)

THE BANK OF RAJASTHAN LTD.

Br. \_\_\_\_\_ Date 04/02/05

Stamp Duty Rs. 156875

Service Charges Rs. 10

Total Rs. 156885

Name of stamp duty paying party \_\_\_\_\_

**SHREE NURSINGSAHAY MUDUNGOPAL (BOMBAY)**  
45/47, LOHAR CHAWL  
BOMBAY 400 002

Name of counterparty Sant Sagar.

Cooperation \_\_\_\_\_

Purpose of transaction Purchase

Property \_\_\_\_\_

Cheque No., if any, 026365

Drawn on Bank HDF Bank Ltd.

Branch Colaba, Mum.

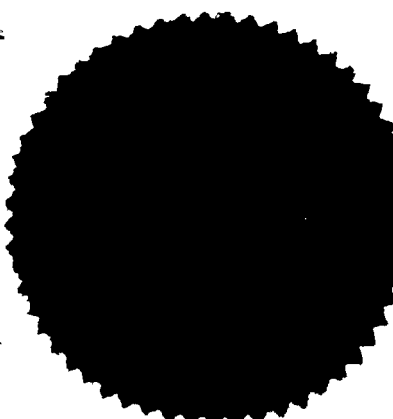
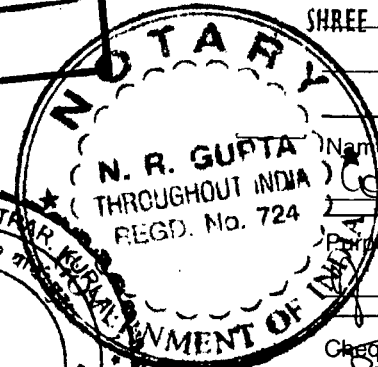
For **SHREE NURSINGSAHAY MUDUNGOPAL (Bombay)**

Authorized signatory \_\_\_\_\_

Authorized Signatory \_\_\_\_\_

Adms-T/1400P\*50L/8/04/JS

बदर-३  
९०३/१  
२००५



*Shree*

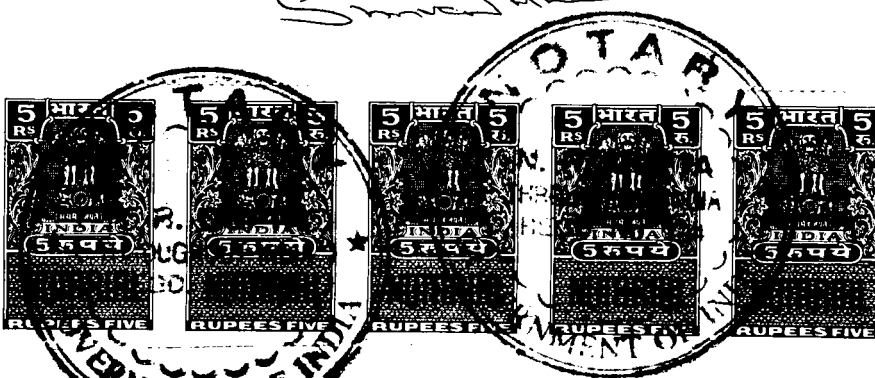
This Agreement made at Mumbai this 7th day of Feb 2005. *ME*

BETWEEN **M/S. SANT SAGAR CORPORATION**, a partnership firm registered under the Indian Partnership Act 1932 and having its place of business at Andheri-Kurla Road, Opp. Sudharshan Restaurant, Sakinaka Junction, Mumbai 400 072 hereinafter for the sake of brevity referred to as **"THE PROMOTER"** (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include the partners and partner for the time being and from time to time of the said firm, the survivors or survivor of them the heirs, executors and administrators of the last survivor and their/his/her assigns) **of the FIRST PART :**

AND

**M/S. SHREE NURSINGSAHAY MUDUNGOPAL (BOMBAY)**, PAN NO. AAMFS 3162 K) having their address at 45/47, LOHAR CHAWL, MUMBAI - 400 002, hereinafter referred to as **"THE PURCHASER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm and survivor or survivors and the heirs, executors and administrators of the last survivor and in case of a limited company its successors and permitted assigns) **of the OTHER PART:**

*ME*  
*Shree*



Authorized Signatory \_\_\_\_\_

INDIA STAMP DUTY MAHARASHTRA  
FOR THE BANK OF RAJASTHAN LTD.  
FORT, MUMBAI

श्री 10632  
123088  
Special Address  
FEB 04 2005  
Rs. 156875/- PB5130  
13:43

The Bank of Rajasthan Ltd.  
Fort Mumbai  
D-581P(V)/C.R.720041164-6804

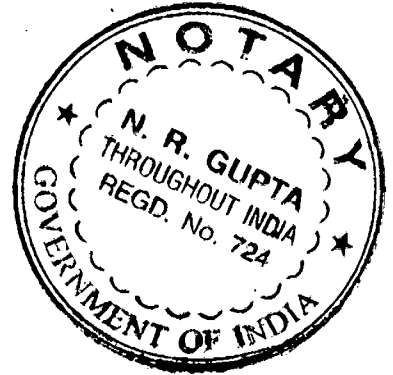


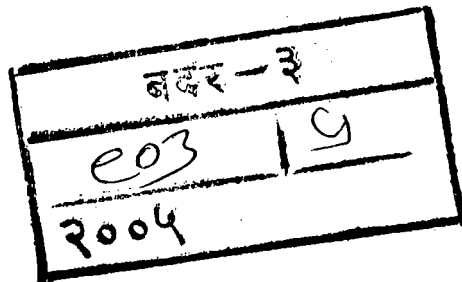


## सूची क्र. दोन INDEX NO. II

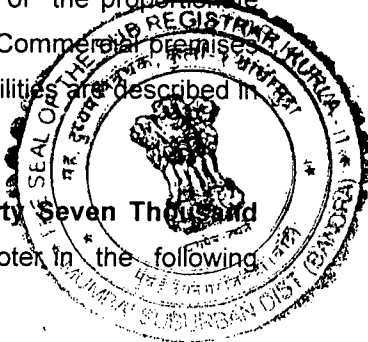
गावाचे नाव : मोहिली

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणा देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 3,137,085.00  
बा.भा. रु. 2,524,987.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटीएस क्र.: 721 वर्णन: विभागाचे नाव - मोहिली - कुर्ला , उपविभागाचे नाव - 109/522 - रस्ता: लाल बहादुर शास्त्री मार्ग ते साकीनाका जाणारा कुर्ला अंधेरी मार्ग. सदर मिळकत सि.टी.एस. नंबर - 721 मध्ये आहे. - ऑफीस नं 408, 4 था मजला, बिल्डींग नं अे, सागर टेक प्लाझा, अंधेरी- कुर्ला रोड, साकीनाका जंक्शन मुं 72. तळ मजला अधिक 9 मजल्यांची इमारत, सर्व्हे नं 14,15,20 हिस्सा नं 1 ते 4. सिटीएस नं 721, 721-1, 721 ए, 721 बी.  
(1)बांधीव मिळकतीचे क्षेत्रफळ 96.19 चौ.मी. आहे.
- (3) क्षेत्रफळ
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)-
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मे/- संत सागर कॉर्पोरेशन तर्फे भागीदार मलीक के. मरेडीया यांच्यातर्फे कु मु म्हणून संदिप गजानन गंधे AABFS6522Q - -; घर/फ्लॅट नं: बी-201, ओम-धारा को. ऑप. हाऊ. सोसा. म्हात्रे नगर, राजाजी पथ, डॉबीवली (पू) जि. ठाणे - 421201.; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) मेसर्स श्री नरसिंगसहाय मुदुनगोपाल (बॉम्बे) तर्फे भागीदार श्रीवल्लभ पी. मुंधरा पॅन नं अेअेएमएफएस3162के - -; घर/फ्लॅट नं: 45/47, लोहार चाळ, मुंबई - 2.; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (7) दिनांक करून दिल्याचा 07/02/2005
- (8) नोंदणीचा 07/02/2005
- (9) अनुक्रमांक, खंड व पृष्ठ 903 /2005
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 156880.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेष



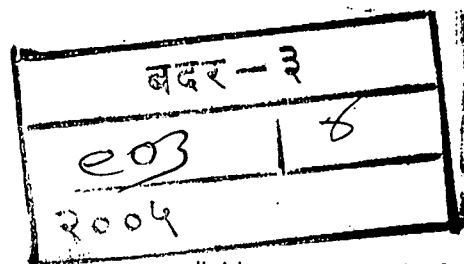


1. The Promoter shall construct new buildings on the said property more particularly described in the Second Schedule hereunder written in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and approved by the Purchaser with such variations and modifications as a Promoter may make from time to time. The name of the Building "A" shall be " **SAGAR TECH PLAZA - A** " .
2. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authorities and/or Government bodies at the time of sanction of the said plans or thereafter.
3. The Promoter hereby agree, subject to the terms and conditions herein, to sell to the Purchaser and the Purchaser agrees to purchase the said Shop / Commercial premises being Commercial premises No. **408** admeasuring **1035 sq. ft.** (built-up) on the **Fourth** floor in Building "A " being constructed on the said property at or for the price of **Rs. 31,37,085 /-** (Rupees Thirty One Lac Thirty Seven Thousand Eighty Five only ) to be paid by the Purchasers to the Promoter which is inclusive of the proportionate price of the common areas and facilities appurtenant to the said Commercial premises (the nature, extent and description of the common areas and facilities are described in the Third Schedule hereunder written).
4. The said sum of **Rs. 31,37,085 /-** (Rupees Thirty One Lac Thirty Seven Thousand Eighty Five only ) shall be paid by the Purchaser to the Promoter in the following manner:-



- (a) **Rs. 7,50,000 /-** (Rupees Seven Lac Fifty Thousand only ) on execution hereof as deposit or earnest money;
- (b) **Rs. \_\_\_\_\_ /-** (Rupees \_\_\_\_\_ only) on or before \_\_\_\_\_;
- (c) **Rs. \_\_\_\_\_ /-** (Rupees \_\_\_\_\_ only) on completion of 1<sup>st</sup> slab;
- (d) **Rs. \_\_\_\_\_ /-** (Rupees \_\_\_\_\_ only) on completion of 2<sup>nd</sup> slab;
- (e) **Rs. \_\_\_\_\_ /-** (Rupees \_\_\_\_\_ only) on completion of 3<sup>rd</sup> slab;
- (f) **Rs. \_\_\_\_\_ /-** (Rupees \_\_\_\_\_ only) on completion of 4<sup>th</sup> slab;

*ME*  
*Sundar*

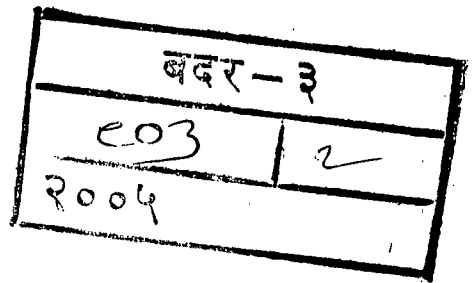


TDR/FSI as may be sanctioned by the MCGM as also area available on account of payment of premium for lifts, staircase, etc. and also includes area of lobbies, walls, passages, balcony and all other infrastructure amenities etc.;

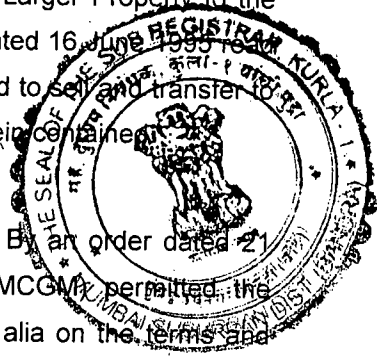
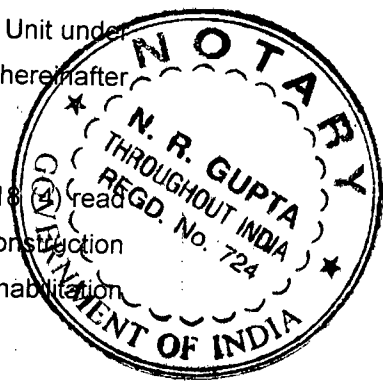
- (xv) The present layout of the larger property, design, elevation plans may be required to be amended from time to time by the Promoter and the Purchaser has entered into the present Agreement knowing fully well that the scheme of development proposed to be carried out by the Promoter on the larger property and/or the said property may take a very long time, therefore the Promoter may require to amend, from time to time, the plans, lay out, design, elevation and the Purchaser has no objection to the Promoter making such amendments.
- (xvi) The Purchaser has demanded from the Promoter and the Promoter has given inspection to the Purchaser of all documents of title relating to the larger property including the plans, designs and specifications prepared by the Promoter's Architects, the Certificate of title, revenue records and such other documents as specified under the Maharashtra Ownership Flat (Regulation of the Promotion of Constructions, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the M.O.F Act") and the rules made thereunder.
- (xvii) Under Section 4 of the said M.O.F. Act, the Promoter is required to execute a written agreement for sale of the said Commercial premises with the purchaser in fact these presents and also to register the said agreement under the Registration Act, 1908.
- (xviii) The Purchaser is aware that development of the larger property shall be over a lengthy period of time and that although the said new building in which the Commercial premises hereby agreed to be sold may be completed and the Promoter may permit the Purchaser to use the Shop, however, only on completion of the entire work of development on the larger property and only upon sale of all the offices, shops, garages, stilt, parking, open spaces and other tenements, the Promoter shall take steps to form a co-operative society and get the said new building and the land underneath leased/conveyed/transferred in favour of the said Co-operative Society and/or any other body corporate to be formed of the purchasers. This Agreement is entered into by the Purchaser on a specific understanding that the Purchaser shall not insist upon formation of said Co-operative Society or other organization and/or execution of the conveyance/lease of the said property until the development of the larger property and construction of all the buildings thereon including Commercial / residential project is completed and until the sale of all the offices, shops, garages, stilt, parking, open spaces and other tenements, are effected.



**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as under:-**

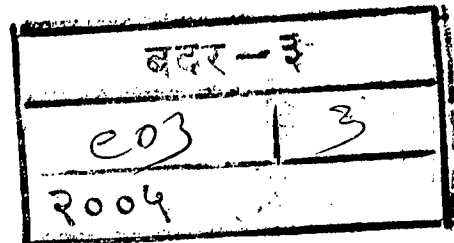
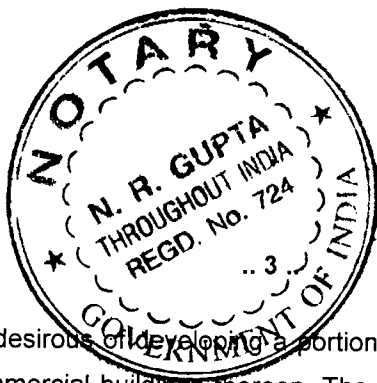


- (i) SLM Industries Limited (formerly known as "T Maneklal Manufacturing Company Limited"), a company within the meaning of the Companies Act 1956 (hereinafter referred to as "the Original Owner") was the owner and/or seized and possessed of and/or otherwise well and sufficiently entitled to several pieces and parcels of land admeasuring 27,368.3 square meters situate at Village Mohili, Andheri Kurla Road, Greater Mumbai, State of Maharashtra more particularly described in the First Schedule hereunder written (hereinafter referred to as "the larger property")
- (ii) In or around June 1991 the Original Owner had been declared a Sick Industrial Unit under the provisions of the Sick Industrial Companies (Special Provisions) Act 1985 (hereinafter referred to as "SICA");
- (iii) By an Order dated 28 February 1995 passed under the provisions of Section 18 read with Section 19 (3) of the SICA, the Board for Industrial and Financial Reconstruction (hereinafter referred to as "BIFR") has sanctioned a Scheme for Rehabilitation ("Scheme") of the Original Owner;
- (iv) In terms of Clause III (2) of the Scheme read with Section 18 (6A) of SICA and Clause VII (7) of the Scheme, the Original Owner was required to sell the Larger Property to the Promoter and accordingly the Original Owner by an Agreement dated 16 June 1995 read with Supplemental Agreement dated 15<sup>th</sup> September, 1995, agreed to sell and transfer to the Promoter the Larger Property on the terms and conditions therein contained;
- (v) The larger property was situated in Special Industrial Zone (I-3). By an order dated 21 August 1995, the Municipal Corporation of Greater Mumbai (MCGM) permitted the development of the larger property for commercial purpose inter alia on the terms and conditions that 17.5% of the net area of the larger property shall be developed and handed over as amenity plot;
- (vi) The Larger Property is within the Bombay Urban Agglomeration as per the Schedule appended to the ULC Act. By an Order dated 29 July 1995 bearing No.C/ ULC/ D.III/22/5696 and Order dated 5 August 1996 read with order dated 19 May 2000 passed by the Additional Collector and Competent Authority, ULC, Greater Bombay the Larger Property has been permitted to be redeveloped;
- (vii) Besides the Floor Space Index (FSI) being the yield of the Larger Property that is available as per the provisions of Development Control Regulation for Greater Mumbai (DCR), the Larger Property is designated as receivable plot and additional FSI by way of Transferable Development Rights (TDR) could be loaded thereon as per the provisions of the DCR. In these circumstances several buildings and/or structures could be constructed on the Larger Property by consuming FSI being the yield of the Larger Property and TDR;




*ME*  
*Shankar*

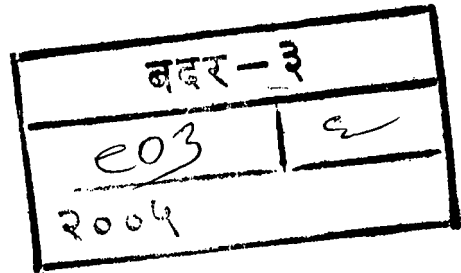
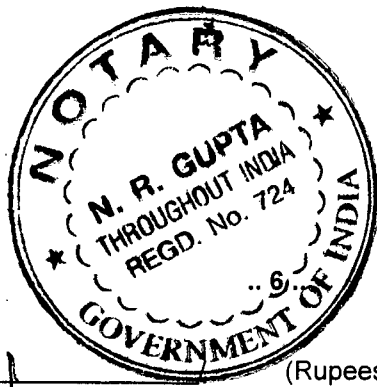




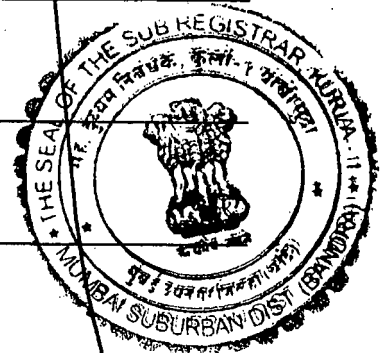
- (viii) The Promoter is desirous of developing a portion of the larger property and constructing Residential / Commercial buildings thereon. The said portion on which the Residential / Commercial buildings proposed to be constructed is more particularly described in the Second Schedule hereunder written (hereinafter referred to as "the said property"). On the remaining property on which Commercial / residential project is proposed to be constructed shall hereafter be referred to as " Adjoining Property".
- (ix) In respect of the Larger Property, the Promoter has submitted to the Municipal Corporation of Greater Mumbai (MCGM), a lay out scheme and the MCGM by its Order dated 10 November 1995 sanctioned and approved the same subject to the terms and conditions mentioned therein. The said lay out was amended and the amended lay out was approved and sanctioned by BMC vide its order dated 11<sup>th</sup> January 2001. The said amended lay out makes provision for Recreation Ground (RG) being RG "A", RG "B" and RG "C" and internal road;
- (x) As per the said amended lay out, 3 commercial buildings being Building "A", Building "B" and Building "C" are proposed to be constructed on the said property and/or Residential / commercial buildings being Building "D" is proposed to be constructed on the adjoining property.
- (xi) The MCGM has sanctioned the plans for construction of commercial Building "A" and issued Intimation of Disapproval (IOD) bearing No. CE/3837/BPES/AB dated 05<sup>th</sup> December 2001 and Commencement Certificate (CC) bearing No. CE/3837/BPES/AB dated 18 April 2002. Building "A" shall be of ground and nine upper floors. A copy of the said IOD dated 05<sup>th</sup> December 2001 and CC dated 18<sup>th</sup> April 2002 are annexed and has been marked as ANNEXURE 1 & ANNEXURE 2 respectively
- (xii) In these circumstances, the Promoter became entitled to develop the said property and construct the said 3 commercial building/s thereon and sell the Shop / commercial premises and other tenements constructed therein.
- (xiii) At the instructions of the Promoters, Mr. Ramesh S. Bhalerao, Advocate has investigated the title of the Original Owner inter alia to the said property . The said Advocate has by his title certificate dated June 22<sup>nd</sup> , 2004 opined that, the title of the Original Owner to the said property is clear and marketable and free from all encumbrances. The said Advocate also opined that subject to the terms and conditions of the said Agreement dated 16<sup>th</sup> June 1995 read with Supplemental Agreement dated 15<sup>th</sup> September 1995, the Promoter is entitled to develop the said property and construct buildings thereon as per the plans sanctioned/to be sanctioned by MCGM. A copy of the said Title Certificate dated June 22<sup>nd</sup> , 2004 is annexed hereto and marked as **Annexure "3"**

The Promoter agrees to allot to the Purchaser(s) Shop / commercial premises No. 408 measuring **1035 sq.ft. (built-up)** on the **Fourth** floor in building "A" being constructed on the said property (hereinafter referred to as "the Commercial premises"). For the purpose of this Agreement, the expression "built-up" shall mean and include the FSI,

  
Shri. Ramesh S. Bhalerao



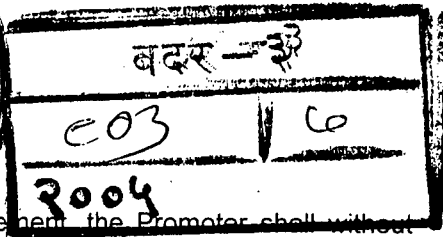
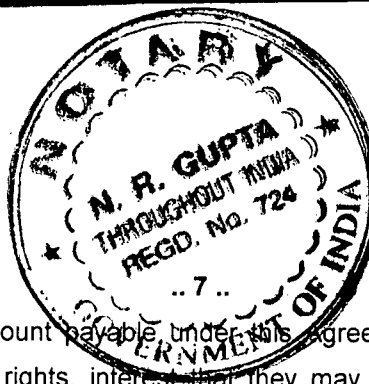
- (g) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on completion of 5<sup>th</sup> slab;
- (h) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) on completion of 6<sup>th</sup> slab;
- (i) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) on completion of 7<sup>th</sup> slab;
- (j) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) on completion of 8<sup>th</sup> slab;
- (k) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) on completion of 9<sup>th</sup> slab;
- (l) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) on completion of 10<sup>th</sup> slab;
- (m) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) on completion of brick work/walls;
- (n) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) on completion of fixing doors and windows;
- (o) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) on completion of internal and external plaster;
- (p) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) on completion of tiling work/electric work/flooring;
- (q) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) on completion of sanitary and plumbing;



(r) **Rs. 23,87,085 /-** (Rupees Twenty Three Lac Eighty Seven Eighty Five only ) being payable at the time of permitting the purchaser to use the said office premises or before **05<sup>th</sup> February, 2005** whichever is earlier.

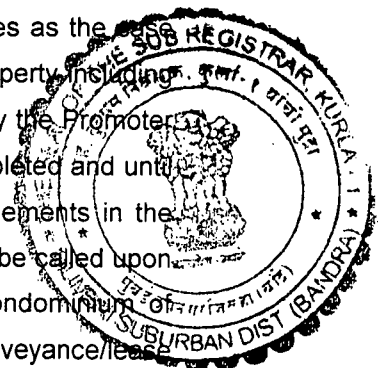
A certificate forwarded to the Purchaser that a particular stage of construction is complete, which certificate is issued by the Architect employed by the Promoter, shall be sufficient proof that a particular stage of construction is complete. It is agreed that the Purchaser shall thereupon accordingly pay to the Promoter the installment of the purchase price.

5. The Purchaser confirms that the payment of installments shall be on the due dates without any delay or default. Time for payment is the essence of the contract. If the Purchaser commits any delay or default in making payment of any of the amounts and/or

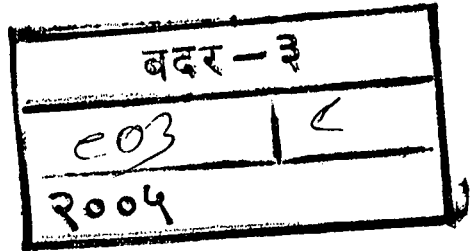
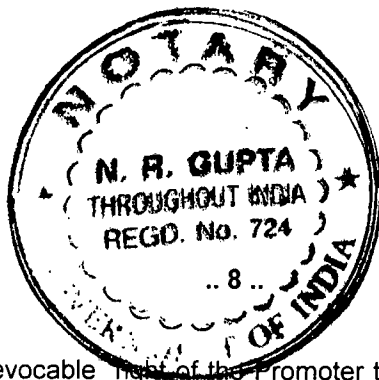


installments of any amount payable under this agreement, the Promoter shall without prejudice to any other rights, interest that they may have against the Purchaser, be entitled to terminate and/or put to an end this Agreement and on termination the Promoter shall forfeit the earnest money and refund the balance amounts, if any, paid by the Purchaser without any interest. On termination of this Agreement, the Purchaser shall have no right, title, interest, claim or demand or dispute of any nature whatsoever either against the Promoter or against the said Commercial premises and the Promoter shall be entitled to deal with and dispose of the said Commercial premises to any other person/s as they deem fit without any further act or consent of the Purchaser.

6. It has been agreed between the parties hereto that the payment terms which have been agreed hereinabove may be modified as may be mutually agreed between them and the rate of interest in the event of delay in payment will be charged at the rate of **18 % per annum** to the Purchaser by the Promoter. Provided always the agreement to accept interest is without prejudice to other rights and remedies including the right to terminate this Agreement.
7. The Promoter shall have an irrevocable right and the Purchaser hereby expressly consents to the Promoter amending the lay out in respect of the larger property, re-designing any building or buildings or the recreation area or internal roads, path-ways and passages and such other area or areas which the Promoter may desire to realign and re-design. The Purchaser confirms that the Promoter will be entitled to utilize any F.S.I. and TDR which may be available on the said property and/or on the larger property or any part thereof or any adjoining other property or properties as the case may be and until the entire F.S.I. and/or TDR available on the larger property including said property and any other adjoining or other properties is duly utilized by the Promoter and until the construction of all the buildings on the larger property is completed and until all the offices, shops, garages, stilt, parking, open spaces and other tenements in the buildings are sold, the Promoter shall not till then be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or Condominium Apartments, as the case may be, and shall not be required to execute conveyance/deeds in respect of the said new building and the land underneath and the Purchaser agrees and irrevocably consents not to have any demand or dispute or objection in that behalf.
8. It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the said Commercial premises agreed to be sold by the Promoter and agreed to be acquired by the Purchaser and all the other premises and portion or portions of the said new building and the said property on the larger property including recreation grounds, internal roads, open space, amenity plot, etc. shall be the sole property of the Promoter and the Promoter shall be entitled to develop and/or deal with the same in the manner deemed fit by them without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever. The Purchaser hereby confirms and



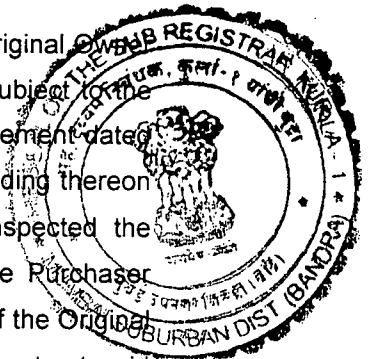
*MC*  
*Srinivas Pathan*



consents to the irrevocable right of the Promoter to develop and/or deal with the said property and/or said new building and/or the said larger property and/or the aid recreation grounds (RG) and internal roads in the manner deemed fit by the Promoter without any further or other consent or concurrence in future.

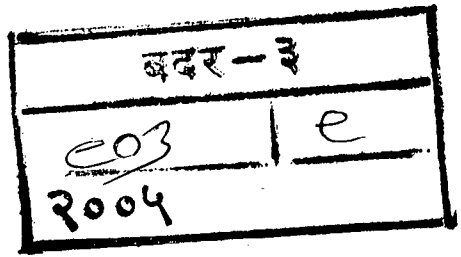
9. It is agreed that notwithstanding anything to the contrary, the Promoter shall be entitled at any time to construct additional building/structures and/or additional floors on said buildings proposed to be constructed on the said property, even after completion of said buildings and/or even after execution of a conveyance/lease in favour of co-operative society or other such body. Such additional construction may either be on account of additional F.S.I. that may be available from the said property or elsewhere and/or on account of Transfer of Development Rights (TDR) and/or on account of the amendment in the Development Control Rules or otherwise. The Purchaser hereby confirms and consents to the irrevocable right of the Promoter to construct the said Building/structures and/or additional floors on the said buildings proposed to be constructed on the said property in the manner deemed fit by the Promoter without any further or other consent or concurrence in future and these consents and confirmation shall be treated as irrevocable No Objection ("NOC") given by the Purchaser. All such additions, alterations, raising stories or additional wings or structures shall be the sole property of the Promoter who shall be entitled to sell and/or otherwise deal with the same in the manner they deem fit.

10. The Purchaser has made inquiries and is satisfied that the title of the Original Owner to the said property is marketable and free from encumbrances and subject to the terms of the Agreement dated 16<sup>th</sup> June 1995 read with Supplemental Agreement dated 15<sup>th</sup> September 1995, the Promoter is entitled to construct the said new building thereon and to sell office premises and other premises therein. The Purchaser has inspected the original title certificate issued by Mr. Ramesh S. Bhalerao, Advocate. The Purchaser hereby undertakes not to raise any objection and/or requisitions to the title of the Original Owner/Promoter to the said property and the right of the Promoter to construct said buildings thereon and sell the office premises and other premises therein.



11. It is agreed that the said Commercial premises shall (save and except garage, car parking space, area covering tilt) be of normal brick structure with cement plaster and shall contain specifications, fixtures, fittings and amenities as set out in the Fourth Schedule hereunder written and the Purchaser hereby confirms that the Promoter shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Commercial premises.
12. Upon the completion of the said new building in which the said Commercial premises Hereby agreed to be sold is situate, the Promoter shall permit the Purchaser to use the Commercial premises on ownership basis. The Promoter shall complete the construction of the said Building "A" on or before \_\_\_\_\_, provided that the Promoter shall be entitled to

*MF*  
*Shivaraman*



reasonable extension of time for completion of the said new building, if the completion of building is delayed on account of:

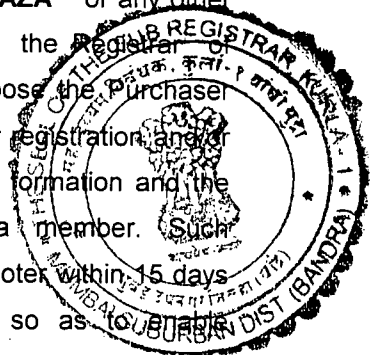
- i) Non-availability of steel, cement, other building material, water or electric supply;
- ii) War, Civil Commotion or act of God;
- iii) Any notice, order, rule, notification of the Government, B.M.C. and/or other public or other Competent Authority or Court.
- iv) Any other eventuality which is beyond the control of the Promoter.

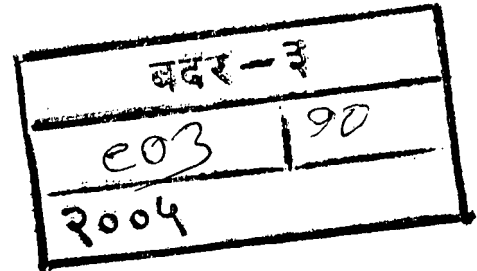
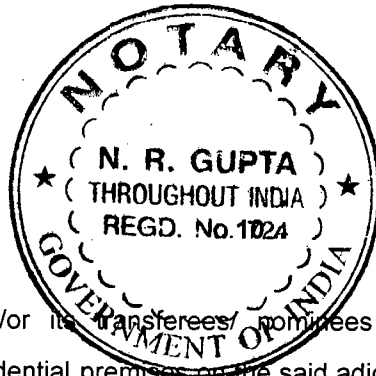
13. The Purchaser shall occupy the said Commercial premises within 15 days of the Promoter giving written notice to the Purchaser intimating that the said Commercial premises is ready for use.

14. The Purchaser shall use the Commercial premises or any part thereof or permit the same to be used only for Commercial purposes. The Purchaser shall use the garage or parking space, if any, only for the purpose of keeping or parking of the Commercial premises purchaser's own vehicle.

15. The Purchaser along with other purchasers of the Commercial premises in the said new building shall join in forming and registering a Society or a limited company or any other body corporate to be known by the name " **SAGAR TECH PLAZA** " or any other name as can be reserved with the Registrar of Societies or the Registrar of Companies and/or any other concerned authority and for this purpose the Purchaser agrees from time to time to sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the society or limited company and for becoming a member. Such application shall be duly filled in, signed and returned to the Promoter within 15 days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the organisation of the Purchaser. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Societies or Registrar of Companies and/or any other concerned Authority as the case may be or any other Competent Authority.

16. It is agreed, declared, confirmed and covenanted by the Purchaser that all benefits presently and subsequently at any time hereafter arising out of and attaching to the Commercial / Residential Property including but not restricted to any benefits granted by any public or other authority including the Government, M.C.G.M., etc. by way of additional FSI or TDR or in any other manner whatsoever shall always belong to the Promoter and/or its transferees/nominee and the Purchaser shall not object to the Promoter and/or its transferees/nominees utilising and/or using any or all of such benefits on the adjoining Property. It is further agreed, declared, confirmed and covenanted by the Purchasers that





the Promoter and/or its transferees/ nominees shall be entitled to construct the Commercial / Residential premises on the said adjoining Property and operate the same in such manner as they deem fit and the Purchaser shall not have any objection in respect thereto. It is further agreed, declared, confirmed and covenanted by the Purchaser that the RG and other amenities area including RG "A" located/ earmarked in the Commercial / Residential premises shall always be owned and belong to the Promoter and/or the transferees of the Commercial / Residential premises. The Purchaser hereby agree, declare and confirm that he/she/it does not have nor shall he/she/it claim any right, title, interest of any nature whatsoever in respect of RG or other amenities area located/earmarked in the Commercial / Residential premises .

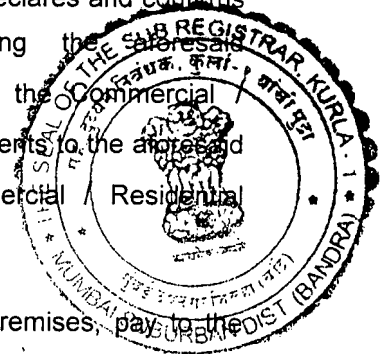
17. It is agreed, declared and confirmed by the Purchaser that he/she/it is aware of the fact that the Promoter has entered into a transaction/arrangement for construction of Commercial / Residential premises on the adjoining property and part of that transaction, the owner/transferee of Commercial / Residential premises shall exclusively be entitled to use and possess the RG "A". The Purchaser further declares and confirms that he has inspected the original documents containing the ~~the~~ <sup>the</sup> ~~sale~~ <sup>sale</sup> transaction/arrangement entered by the Promoter in respect of the Commercial Residential premises and RG "A". The Purchaser confirms and consents to the ~~arranged~~ <sup>arranged</sup> arrangement entered into by Promoter in respect of the Commercial / Residential premises including RG "A".

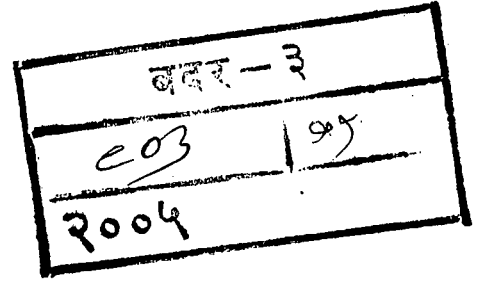
18. The Purchaser shall before taking possession of the said office premises, pay to the Promoter **Rs. 36,225 /- (Rupees Thirty Six Thousand Two Hundred Twenty Five Only )** towards development charges and the other charges including land under construction charges.

19. It is expressly agreed that the Purchaser shall on the execution hereof pay to and deposit with the Promoter the following amounts. Such amounts shall not carry any interest.

- (a) **Rs. 20,000 /- (Rupees Twenty Thousand only)** Non Refundable towards installation of transformer, electric meters, water meters etc.;
- (b) **Rs. 14,740 /- (Rupees Fourteen Thousand Seven Hundred Forty only)** Non Refundable towards legal charges for preparation o this agreement and all other deeds, documents in connection with this transactions and other formalities.
- (c) **Rs. 260 /- ( Rupees Two Hundred Sixty only )** Non Refundable for share money/application/entrance fee of the society or limited company and formation and registration of the society or Limited Company;

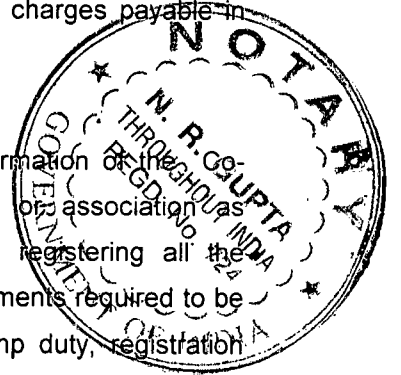
*MC*  
*S. S. S.*



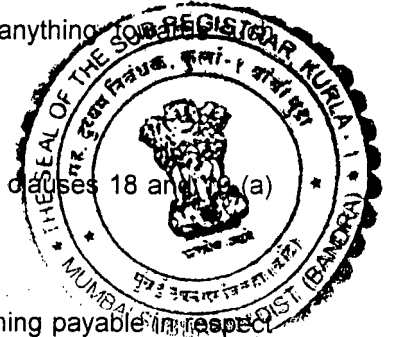


(d) **Rs. 74,520 /- (Rupees Seventy Four Thousand Five Hundred Twenty Only)** for proportionate share of taxes, maintenance and other charges payable in advance for 12 months.

20. All costs, charges and expenses in connection with the formation of the Co-operative Society or Limited Company/s or other incorporated body or association as well as the costs of preparing, engrossing, stamping and registering all the agreements, deeds of assignment or any other document or documents required to be executed by the Promoter and by the Purchaser including stamp duty, registration charges etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and paid by the Purchaser and the society/s or limited company/s or an incorporated body/s or association as aforesaid and/or proportionately by all the holders of the office premises and other premises etc. in the said new building. The Promoter shall not be liable to contribute anything towards the expenses.



21. It is agreed that in respect of items, moneys paid as mentioned in clauses 18 and 19 (a) to (c) the Promoter is not liable to render any accounts.

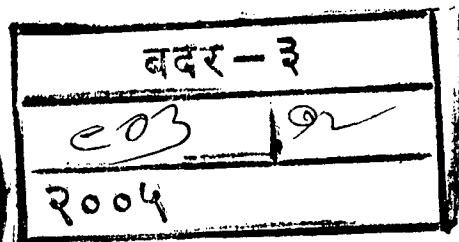
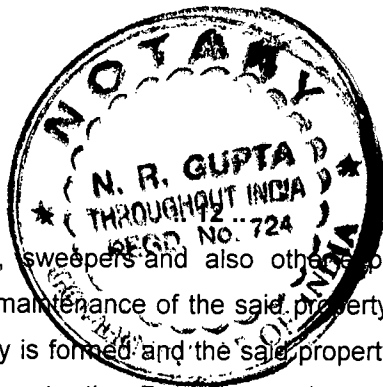


22. It is agreed that in the event of any additional amount becoming payable in respect of the aforesaid items, the Purchaser shall forthwith on demand pay and/or deposit the difference with the Promoter. The payment of deposits shall not carry any interest.

23. Notwithstanding anything contained in this Agreement the Purchaser hereby agrees to contribute and pay his proportionate share towards the costs, charges, expenses, municipal taxes and outgoing in respect of the said Commercial premises. Such share to be determined by the Promoter having regard to the area of each commercial premises. The Purchaser will not be entitled to ask for adjustment of the deposit amounts mentioned hereinabove against the expenses, municipal taxes and outgoing.

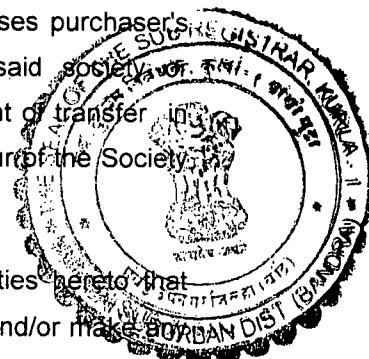
24. So long as each of the Commercial premises/premises/garage in the said new building shall not be separately assessed for municipal taxes and water taxes, the Purchaser shall pay to the Promoter a proportionate share of the Municipal tax and water tax assessed on the whole Said new building, such proportion to be determined by the Promoter on the basis of the area of each Commercial premises/ premises/garage in the said building.

25. Commencing a week after notice in writing is given by the Promoter to the Purchaser that the said Commercial premises is ready for use, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Commercial premises) of outgoing in respect of the said plot and the said new building including local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs, salaries of clerks, bill

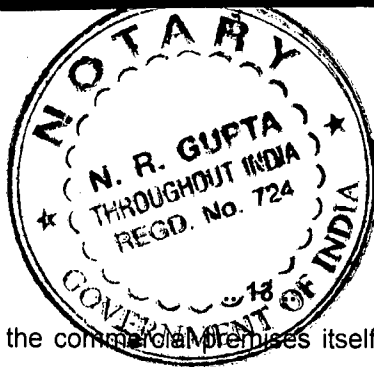


collectors, chowkidars, sweepers and also other expenses necessary and incidental to the management and maintenance of the said property and said new building. Until the society/limited company is formed and the said property and building/s transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoing as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter provisional monthly contribution of **Rs. 6,210/- (Rupees Six Thousand Two Hundred Ten Only)** per month ( **to be payable for 12 months in advance** ) towards the outgoing. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance and/or any other document of transfer is executed in favour of the Society or a limited company as aforesaid. Subject to the provisions of Section 6 of the said M.O.F. Act, on such conveyance and/or any other document of transfer being executed, the aforesaid deposits (less deductions provided for this Agreement) shall be paid over by the Promoter to the Society or the Limited Company as the case may be. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoing regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever otherwise interest at the rate of **18 %** will be charged. The right of the Promoter to charge the said interest is without prejudice to their rights including right to terminate this Agreement.

26. The Purchaser shall bear and pay to the Promoter the office premises purchaser's share of stamp duty and registration charges payable, if any, by the said society or Limited Company on the Conveyance or any documents or instrument of transfer in respect of the said property and the building/s to be executed in favour of the Society or Limited Company.
27. It is further agreed, confirmed and covenanted between the parties hereto that Purchaser shall not change the user of the said commercial premises and/or make structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said commercial premises and shall not cover or construct any thing on the open spaces and/or parking spaces.
28. The Purchaser by himself/themselves with intention to bind all persons into whose hands the said commercial premises may hereinafter come, hereby covenant with the Promoter as follows:
- a). To maintain the commercial premises at the Purchaser's own cost in good tenable repair and condition from the date on which to use the said commercial premises is given by the Promoter to the commercial premises purchasers and not do or suffered to be done anything in or to the building in which the said commercial premises is situated, staircase or any passages which may be against the rules, regulations or bylaws of concerned local or any other authority or change/alter or make addition in or to the building in which the commercial premises

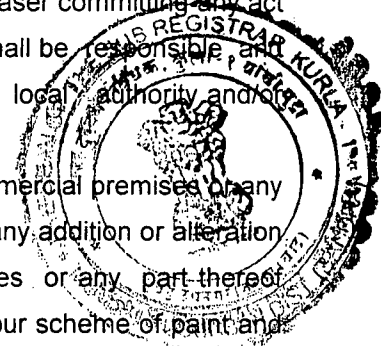






बदर - ३	
२०३	१३
२००४	

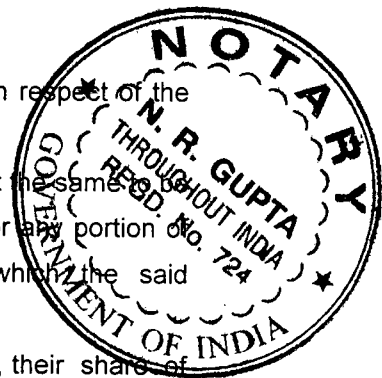
- is situated or the commercial premises itself or any part thereof. and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- b) Not to store in the commercial premises any goods which are hazardous, Combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the said commercial premises 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 on the upper floors which may damage or likely to damage the stair-cases, common passages or any other structure of the building in which the said commercial premises is situated and in case any damage is caused to the building in which the commercial premises is situated on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- c) To carry out at his/their own costs all internal repairs to the said commercial premises and maintain the commercial premises in the same conditions, state and order in which it was delivered by the Promoter to the Purchaser and not to do or suffer to be done anything in or to the building in which the said commercial premises is situated or in the commercial premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the said commercial premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said commercial premises or any part thereof nor any alteration in which the elevation and outside colour scheme of paint and glass of the building in which the said commercial premises is situated affected and keep the portion, sewers, drains, pipes in the said commercial premises and appurtenances thereto in good tenable repair and condition and in particular so as to support, shelter and protect the other parts of the building in which the said commercial premises is situated and not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural chambers in the said commercial premises without the prior written permission of the Promoter and/or the Society or the Limited Company and the concerned local authorities and/or any other public bodies.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and/or the larger property and the building in which the said commercial premises is situate or any part thereof or



AK  
S. S. S. S. S.

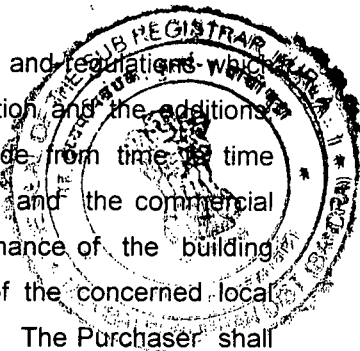
बदर - ३	
२०३	१९६
२००५	

.. 14 ..

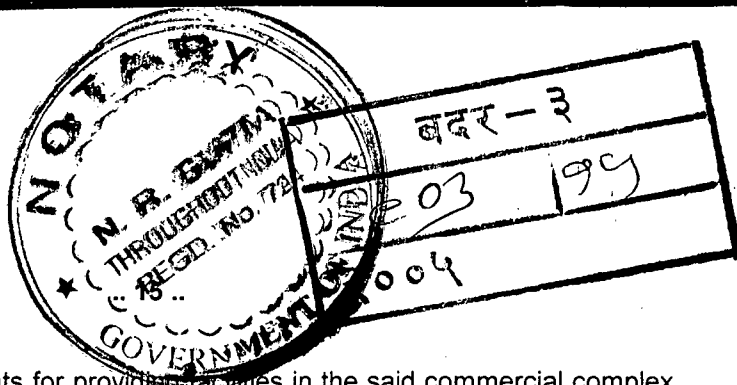


whereby any increase in the premium shall become payable in respect of the insurance.

- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said commercial premises into the compound or any portion of the said property and/or the larger property and the building in which the said commercial premises is situated.
- g) Pay to the Promoter within 10 days of demand by the Promoter, their share of security deposit demanded by any concerned local authority or government for giving water, electricity or any other service connection to the building in which the said commercial premises 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, on account of change of user of the said commercial premises by the Purchaser viz. user for any purposes other than for commercial purpose.
- i) The Purchaser shall not transfer and/or otherwise create any third party rights under this agreement in respect of the said commercial premises except with the prior written consent of the owners and/or the said organisation as the case may be.
- j) The Purchaser shall observe and perform all the rules and regulations which the Society or Limited Company may have at its inception and the additions alterations or amendments thereof that may be made from time to time protection and maintenance of the said building and the commercial premises 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 government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the commercial premises 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) The Purchasers shall not at any time cause or permit any public or private nuisance in or upon the said commercial premises, building, said property and/or the larger property or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the Promoter or to the occupants of the neighboring properties.
- l) Shall not do either by himself/itself or any person claiming through the Purchaser anything which may or is likely to endanger or damage the said commercial complex or any part thereof, the garden, greenery, fencing, saplings, shrubs,



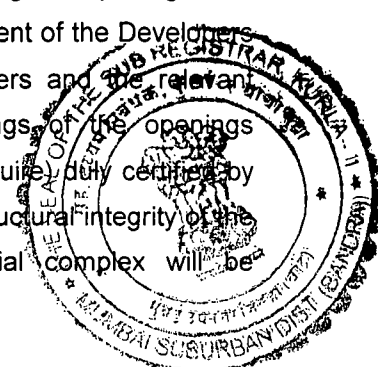
AK  
S. K. S.

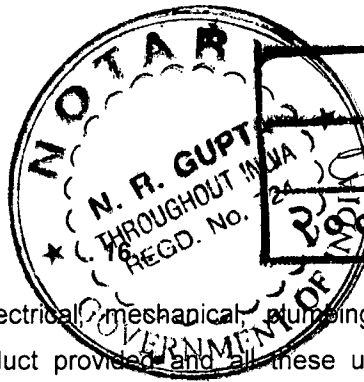


trees and the installments for providing facilities in the said commercial complex. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, or any other facility provided in the said commercial complex;

- m) shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said commercial complex or the exterior wall of the said premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air-conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Purchaser in such places only as shall have been previously approved in writing by the Developers in accordance with such manner, position and standard design laid down by the Developers;
- n) shall not hack openings within the said premises. The hacking and openings in or about the said premises may be allowed with the prior consent of the Developers and the relevant authorities. In applying for the Developers and the relevant authorities' approval, the Purchaser shall submit drawings of the openings (together with such information as the Developers may require) duly certified by qualified engineer, approved by the Developers, that the structural integrity of the system of the said premises and the said commercial complex will be maintained;
- o) shall strictly avoid noise and/or environment pollution. The directions of the Developers in this regard will be final and binding on the Purchaser;
- p) shall park all vehicles including visitors' vehicles in the allotted/ designated parking lots only as may be prescribed by the Developers and not at any other place;
- q) shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said premises or in or on the common stairways, corridors and passageways in and of the building or other buildings in the said commercial complex.
- r) not to install or put up the rolling shutter or any other shutter and sinages which protrudes beyond the external wall of the commercial facilities corridor and the entrance of the said commercial premises;
- s) not damage the elevation, design and other parts of the building whether internal and/or external

*Handwritten signature*

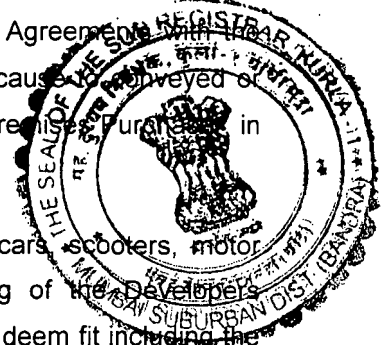


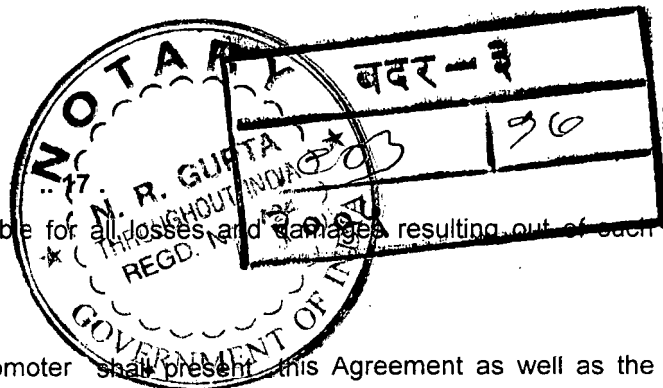


बदर-३
03 19
2004

- t) Purchaser shall keep all electrical, mechanical, plumbing and air conditioning machine/accessories in the duct provided and all these units should not disturb elevation.
- u) Shall not use the said premises as a restaurant, canteen or tea stall or sell from the said premises any eatables or beverages.
29. The Promoter shall sell all commercial premises/shops/garages/car parking /open spaces and all other premises intended to be constructed on the said property with a view ultimately that the Purchaser of all the commercial premises/shops/garages/car parking/open spaces in the said new building shall be admitted to such Co-operative Housing Society, Limited Company or Condominium of Apartments or any other body corporate, of all such prospective Purchaser(s) of premises (hereinafter referred to as **"the said Organisation"**) and upon the Purchaser of all the premises in such building/ buildings paying in full their respective dues payable by them to the Promoter and complying with the terms and conditions of their respective Agreement with the Promoter and the Promoter shall convey or lease transfer or cause to be conveyed or leased the said plot in favour of the said Organisation of various premises in the manner mentioned in this Agreement.
30. The Purchaser shall not be entitled to park in compound motor cars, scooters, motor cycles or any other vehicle(s) without the permission in writing of the Developers obtained first on such terms and conditions as the Developers may deem fit including the payment of charges thereof.
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 commercial premises or of the said property and building or any part thereof. The Purchaser shall have no claim save and except in respect of the commercial premises hereby agreed to be sold to him and the Purchaser shall have no claim in respect of open spaces, parking spaces, lobbies, staircases, terrace, recreation spaces etc. which will remain the property of the Promoter until the said property and building is conveyed/leased to the Society, Limited Company as hereinbefore mentioned.
32. 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 Purchaser by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoter.
33. If the Purchaser commits breach of any of the terms and condition of this Agreement and/or any other writing and/or the terms and conditions of layout, I.O.D., Commencement Certificate, U.L.C. Permission, N.O.C. and other sanction, permission, No Objection, Undertakings and Affidavits etc. then in that event the







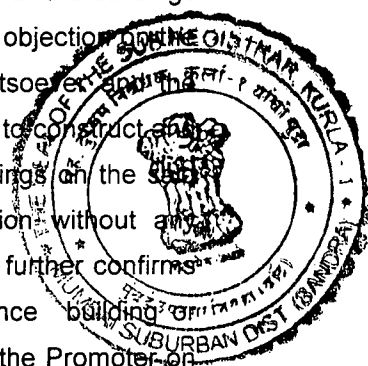
Purchaser will be solely responsible for all losses and damages resulting out of such breaches.

34. The Purchaser and/or the Promoter shall present this Agreement as well as the conveyance at the proper registration commercial for registration within the time limit prescribed by the Registration Act and the Promoter upon being duly notified will attend such commercial and admit execution thereof.

35. All stamp duty and registration charges payable in respect of this transaction including on this Agreement shall be borne and paid by the Purchaser alone and the Promoter shall not be liable or responsible for the same. The Purchaser alone will be responsible for consequences of insufficient and/or non payment of stamp duty on this Agreement and/or all other documents etc. to be executed hereinafter.

36. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D./Under Certificate of Posting at his/her/their address hereinbefore mentioned.

37. The Purchaser hereby expressly agrees and covenants with the Promoter that in the event of all the Wings of the said new building on the said property being not ready for occupation simultaneously and in the event of the Promoter handing over possession of the said commercial premises simultaneously on the execution of conveyance in respect of the said property earlier than completion of all the Wings and all the buildings on the said plot then and in that event the Purchaser shall not have any objection on ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled to either themselves or through any nominees to construct and complete the said additional stories, wing or wings or building or buildings on the said property /said plot as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser. The Purchaser further confirms that he/she/they shall not object or dispute construction of the balance building or buildings, wing or wings or additional floors or part or parts thereof by the Promoter on



the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled to either themselves or through any nominees to construct and complete the said additional stories, wing or wings or building or buildings on the said property /said plot as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser. The Purchaser hereby consents to the same.

38. It is expressly agreed that the Promoter shall be entitled to put a hoarding on the said property or any parts of the building or buildings or Said new building including in the terrace and on the parapet wall on the said property and the said hoarding may be illuminated or comprising of neon sign and for that purpose the Promoter are fully authorised to allow temporary or permanent construction or erection for installation either on the exterior of the buildings or Said new building or on the said property as the case may be and further the Promoter shall be entitled to use and allow to third

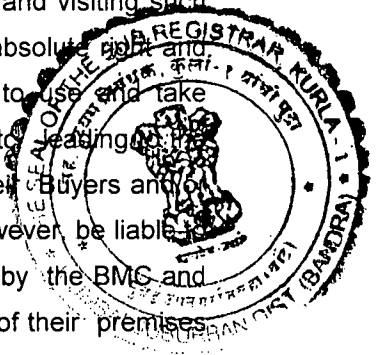
*NR*  
*Shankar*

बदर-३  
 २०३ १९  
 २००५

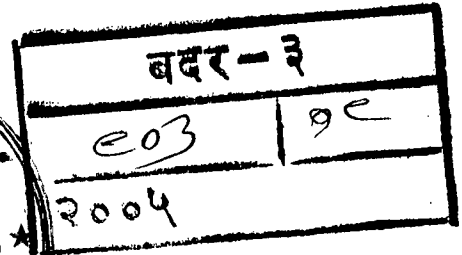
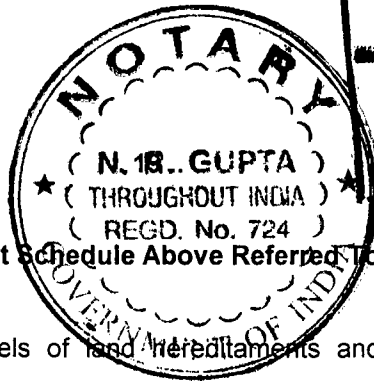


parties to use any part of the building and the property for installation of cables, satellite, communication equipment, cellular telephone equipment radio turnkey equipment, wireless equipment etc. The Purchaser agrees not to object or dispute the same.

39. The Promoter shall be, if the Promoter so decide, entitled to construct in, over or around or above the terrace of the said new building a Restaurant, Hotel, Guest House, Bar and Conference Rooms, Public Galleries Party Rooms, a Shopping Arcade, Marriage Halls, Receptions and/or premises to be used for any purposes (hereafter referred to as "the said additional areas") for themselves or dispose of the same or parts thereof to any person or persons body or bodies Corporate, and the Buyers of such additional area shall be admitted as Members of the said Corporate Body or Organisation. The Promoter or such Buyers or Transferees will have the unconditional and absolute rights to let out or grant a license or run the said additional area or part thereof on royalty or monthly basis and on such terms and conditions as the Promoter or such Buyers or Transferees as the case may decide, such contracts for letting, lease or license or royalty or other basis to be binding on all the Purchaser of commercial premise/premises in the said building. The Promoter and/or their aforesaid Buyers and Transferees and/or their assigns and/or their successors-in-title and/or their legal representatives and all persons patronizing and visiting such premises shall at all times have the unobstructed, unconditional and absolute right and license without any fee, premium or consideration or compensation to use and take advantage of and/or avail of all the access, staircase lift, elevators, etc. leading to such premises and other said additional areas. The Promoter or their Buyers and/or their successor-in-title shall, in respect of such said additional area, however be liable to pay the Municipal taxes as may be assessed and/or livable to them by the BMC and other outgoing in respect of the Building in the proportion to the area of their premises as compared to the total area in the Building.
40. It is agreed that the Promoter shall be entitled, without affecting the rights of the Purchaser in respect of the said commercial premises, to revise the building plans in respect of the said buildings and to utilise the total and additional F.S.I. and the development rights and/or TDR available in respect of the said property or larger property or any other property as the Promoter may desire and the Purchaser hereby irrevocably consents to the right of the Promoter to revise and modify the building plan in respect of the said building from time to time.
41. This Agreement shall always be subject to the provisions of the Maharashtra Apartment Owner ship Act (Maharashtra Act No.XV of 1971) and the rules made thereunder.



AK  
 Sumanth



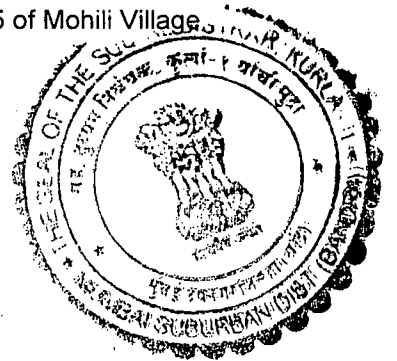
**The First Schedule Above Referred To :**

All those pieces and parcels of land hereditaments and premises together with all buildings and structures thereof situate in Mohili Village, Andheri Kurla Road, Greater Mumbai, State of Maharashtra in the Registration District and Sub District of Mumbai City and Mumbai Suburban, comprising of CTS No. 721/A, 721/B and 721/1 area admeasuring 27368.30 square meters bearing Survey No. 14, Hissa Nos. 1 to 4, Survey No. 15, Hissa No. 1 to 3, Survey No. 20, Hissa No. 1, Survey No. 52, Hissa No. 1, Survey No. 52, Hissa No. 2/A/B and Hissa Nos. 3 and 4 part.

**The Second Schedule Above Referred To :**

A portion admeasuring 12,787.48 square meters of the Larger Property being those pieces and parcels of land situated at Village Mohili, Andheri Kurla Road, Greater Mumbai, State of Maharashtra in the Registration District and Sub District of Mumbai City and Mumbai Suburban comprising of CTS No. 721/A, 721/B and 721/1 area admeasuring 27368.30 square meters bearing Survey No. 14, Hissa Nos. 1 to 4, Survey No. 15, Hissa No. 1 to 3, Survey No. 20, Hissa No. 1, Survey No. 52, Hissa No. 1, Survey No. 52, Hissa No. 2/A/B and Hissa Nos. 3 and 4 part and bounded as follows :

- On or towards the North : partly by 45.7 mtrs. wide D.P. road and partly by property bearing CTS No.4/4, 4/5 of Mohili Village.
- On or towards the South : partly by existing CTS No. 720 and 705, 706, 707, 708 of Mohili Village.
- On or towards the East : partly by 13.4 meters wide D.P. Road and part CTS No. 708, 709 of Mohili Village.
- On or towards the West : 21.35 mtrs. wide Andheri-Kurla Road.



**The Third Schedule Above Referred To :**

Common area and facilities proportionate are of immediate landing area abutting the main door after the landing on the said floor.

Prorata right along with all Purchaser of the premises in the said property in limited common area i.e. to say :

- (1) Staircase
- (2) Staircase landing
- (3) Entrance Hall.

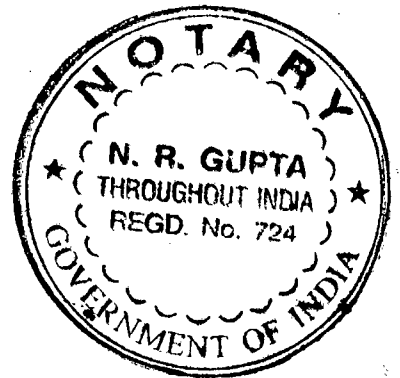
*Handwritten signature and initials.*

बदर - ३	
२०३	२०
२००४	

.. 20 ..

**The Fourth Schedule Above Referred To**

1. RCC Structure
2. Entrance and Lift lobbies designed with Marble and/or Granite and decorative artifacts for each wing.
3. High speed automatic lifts
4. Wide common passages and staircase finished in Granite/Marble
5. Elegant decorative entrance gates.
6. Compound wall and landscaped garden all around.
7. Provision for air conditioning.
8. Ceramic tile flooring in each unit.
9. Ceramic flooring and dado upto door height in toilets with modern fittings.
10. Superior quality doors and fittings provided in all units.
11. High quality aluminum curtain wall window system.



*NR*

*Shri N. R. Gupta*



बदर - ३  
 २०३ २९  
 २००४

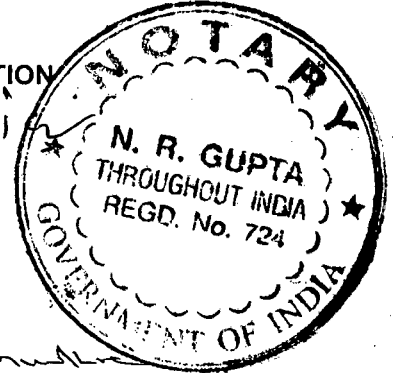
.. 21.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals to these presents the day and year first hereinafter stated.

SIGNED SEALED AND DELIVERED )  
 by the withinnamed Promoter, )  
**M/s. SANT SAGAR CORPORATION** )  
 through its duly authorised )  
 Partners, in the presence of )

*Mayank*

For **SANT SAGAR CORPORATION**  
*Paralia*  
 PARTNER



*Shri...*

SIGNED AND DELIVERED )  
 by the withinnamed Purchaser, )  
**M/S. SHREE NURSING SAHAY MUDUNGOPAL ( BOMBAY ),** )  
 in the presence of )

*[Signature]*

RECEIPT

*Shri...*

RECEIVED the day and year first )  
 Hereinabove written of and from the )  
 Withinnamed Purchaser the )  
 Sum of **Rs. 7,50,000 /- (Rupees Seven )**  
**Lac Fifty Thousand Only** ) in cash / by )  
 cheque / D.D.) No. \_\_\_\_\_ dated \_\_\_\_\_ drawn )  
 on \_\_\_\_\_ being the )  
 consideration money within mentioned. )  
 (As per statement )



**Rs. 7,50,000 /-**

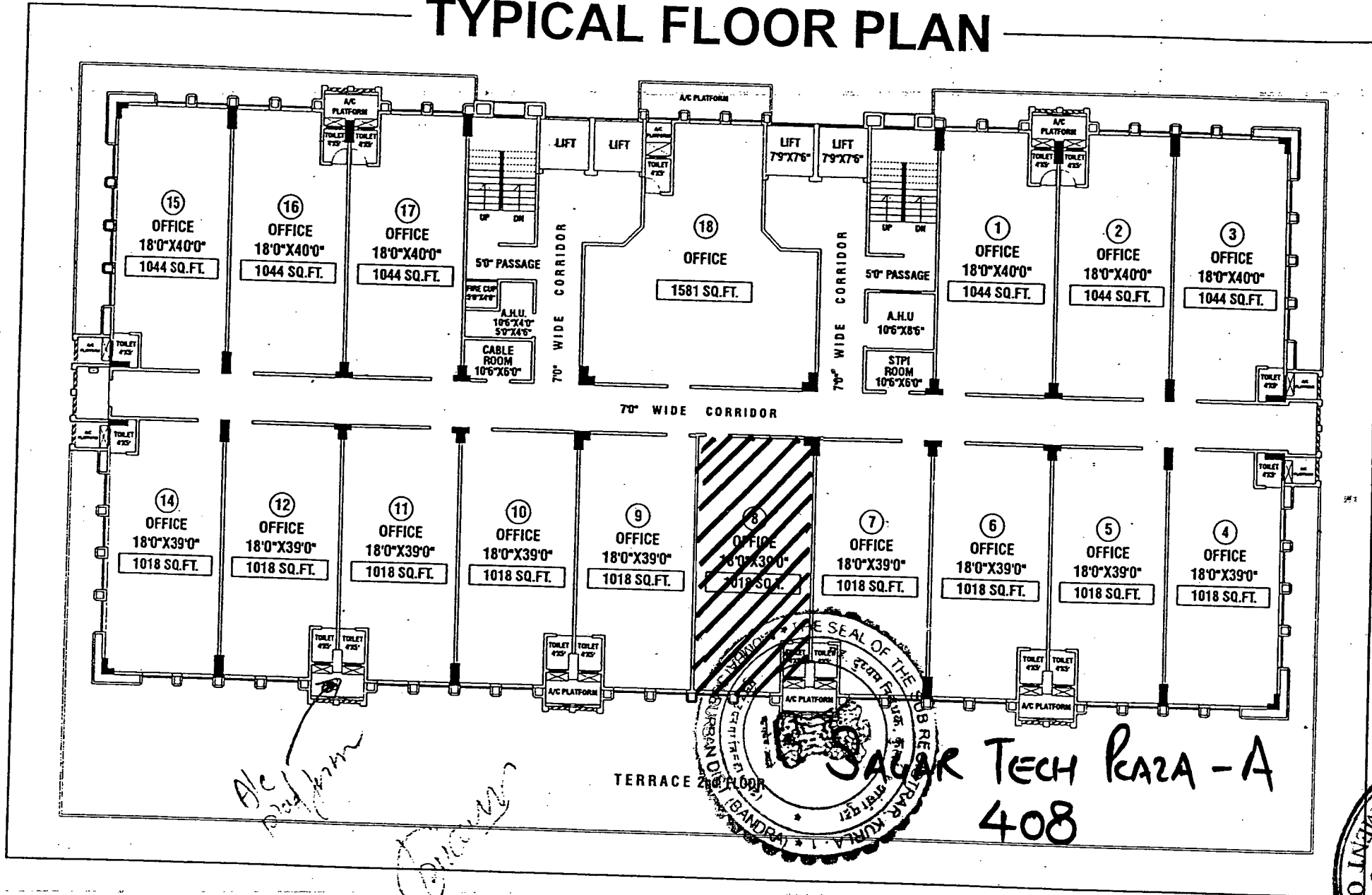
*Partial Consideration included  
 in Chq No. 313550 dt 17-12-04  
 drawn on State Bank of India*

WE SAY RECEIVED  
 For **SANT SAGAR CORPORTION**

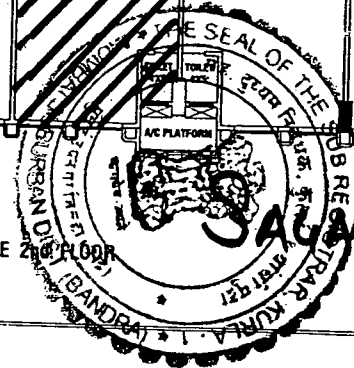
*Paralia*  
 PARTNER

Find-20/2/03

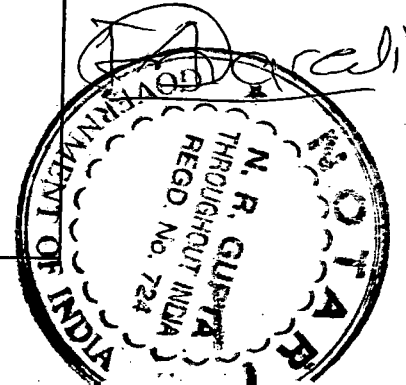
# TYPICAL FLOOR PLAN



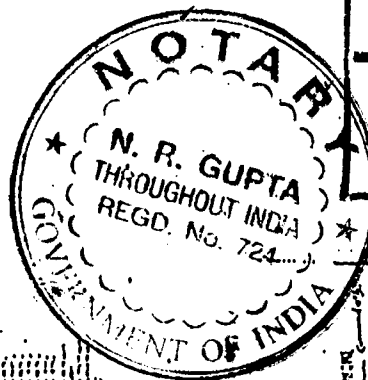
2004  
 203  
 22  
 बर-र



SAGAR TECH PARK - A  
 408



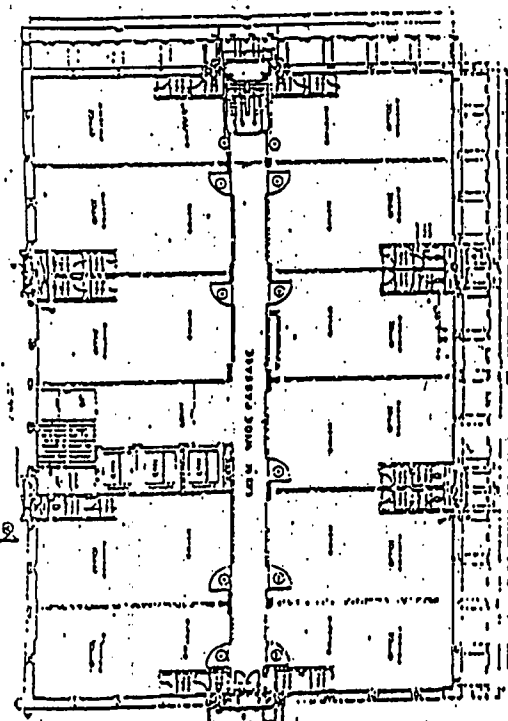
A/c platform  
 [Handwritten signature]



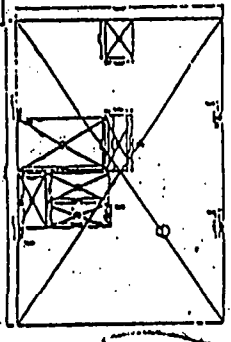
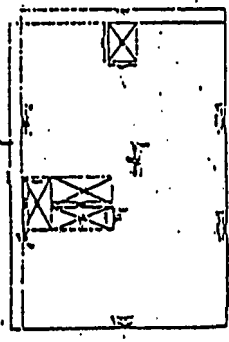
बदर-३  
२०३ १२३  
२००५

PROFORMA 'B'  
FOR THE DEPOSIT OF THE FLOOR PLAN AND CALCULATION OF THE FLOOR AREA OF THE BUILDING.

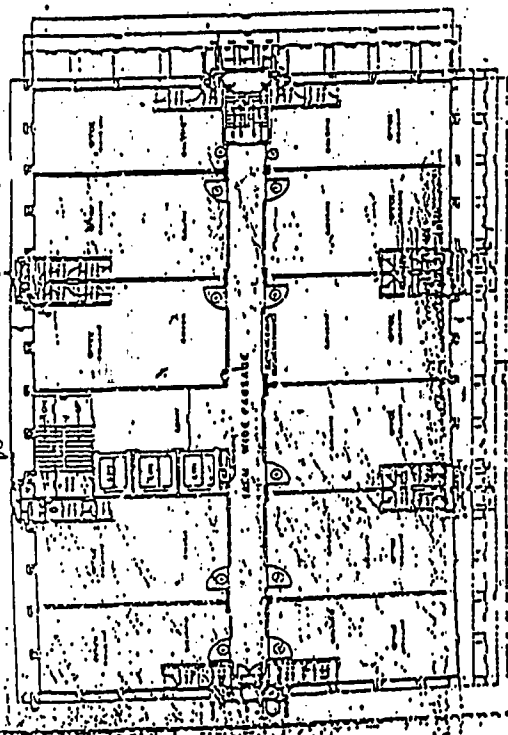
FOR THE DEPOSIT OF THE FLOOR PLAN AND CALCULATION OF THE FLOOR AREA OF THE BUILDING.



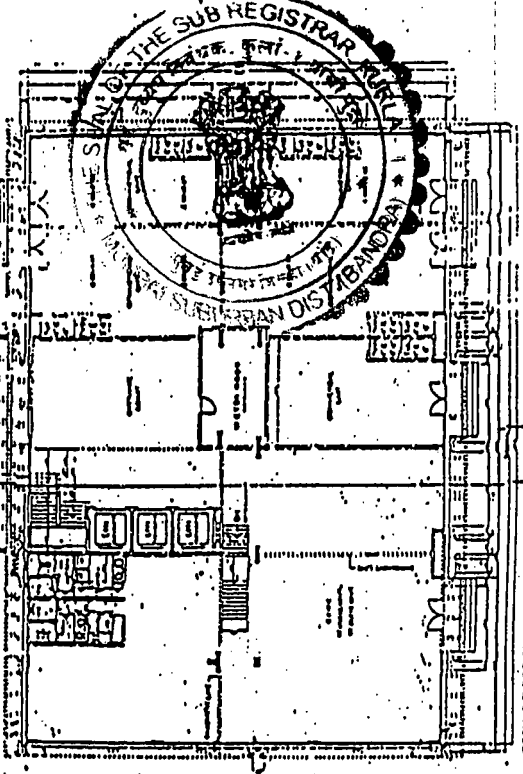
FIRST FLOOR PLAN  
SCALE: 1/80



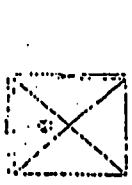
TYPICAL FLOOR PLAN AND CALCULATION OF THE FLOOR AREA OF THE BUILDING.



TYPICAL FLOOR PLAN AND CALCULATION OF THE FLOOR AREA OF THE BUILDING.

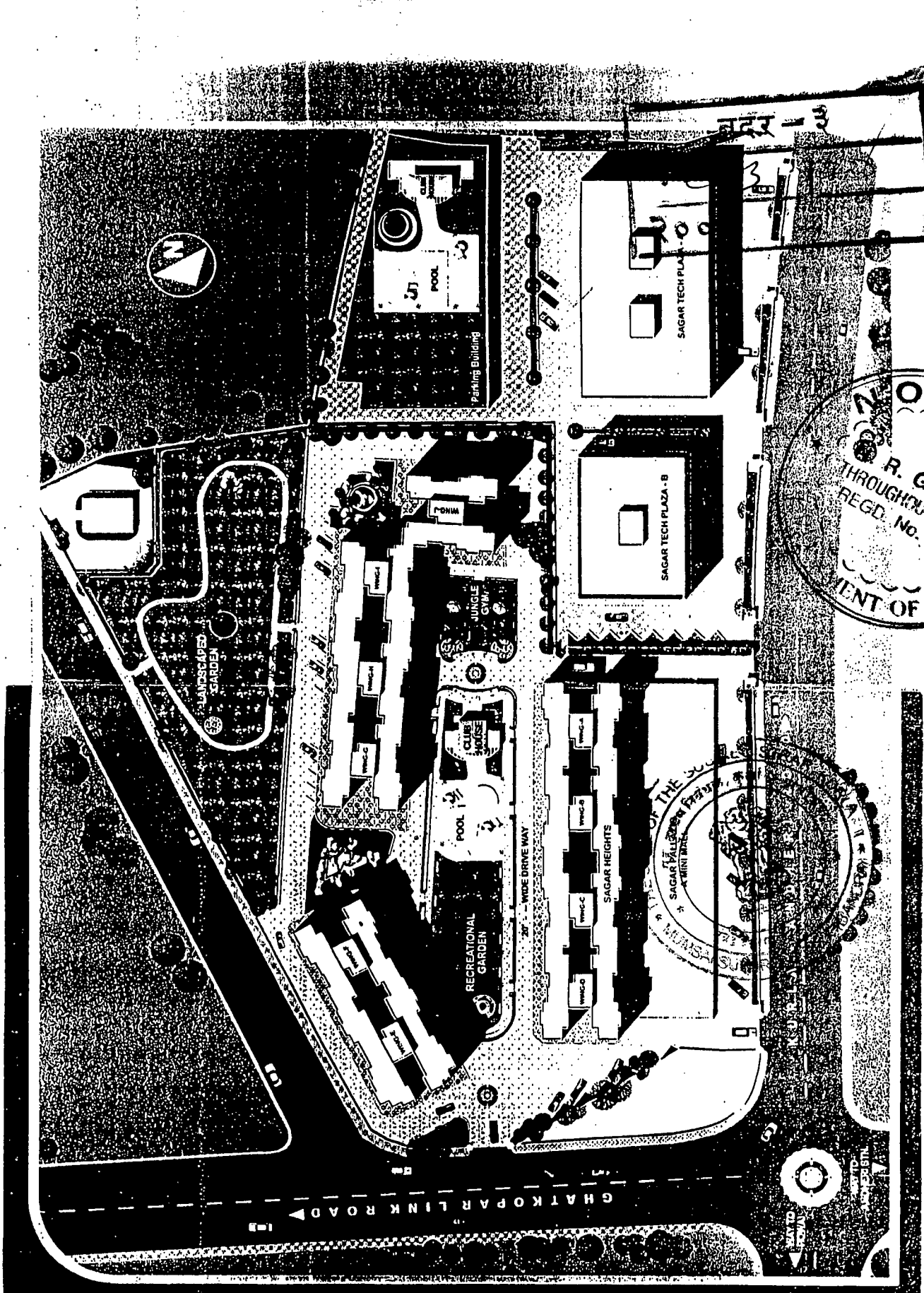


GROUND FLOOR PLAN



BASEMENT FLOOR PLAN





L A Y O U T P L A N

NOTARY  
 R. GUPTA  
 THROUGHOUT INDIA  
 REGD. No. 724  
 GOVT. OF INDIA

OF THE SOCIETY  
 SAGAR FALLS  
 ADMINISTRATION

ANNEXURE I-A

Vala I.O.D. is subject to the provision of U.L. (C&R) Act, 1970

बदर-३  
२०३ १२९  
२००६

SM - 6967-2000-15,000 Forms.

346  
Form 88

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

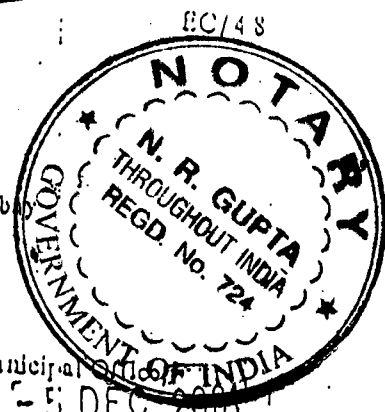
Intimation of Disapproval under Section 346 of the Bombay Municipal Corporation Act, as amended up to date.

CE/3837/BPES/AL

No. E. B./CE/

BS/A

of 200 200



Municipal Office of India  
Mumbai 5 DEC 2001

MEMORANDUM

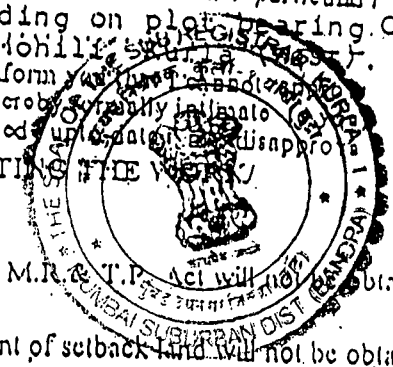
M/s. SLM Industries Ltd.

With reference to your Notice, letter No. 2527 dated 7.11.2001 and delivered on 200 and the plans, Sections Specifications and Description and further particulars

and detail of your building) at proposed commercial building on plot bearing CTS Nos. 721 & 72171, village Mohill, ... furnished to me under your letter, dated 200. I have to inform you that I have disapproved the building or work proposed to be erected or executed, and I therefore hereby disapprove under Section 346 of the Bombay Municipal Corporation Act as amended up to date.

BY A. B. ... CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK BEFORE PLINTH C.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 specifications for layout/D.P./or 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.S. before submitting building completion certificate.
3. That the Licensed Structural Engineer will not be appointed and his supervision memo as per appendix XI Regulation 5(3)(ix) will not be submitted by him.
4. That the structural design and calculations for the proposed work considering seismic forces as per I.S. Code Nos. 1893 & 4326 and for existing building showing adequacy thereof to take up additional load will not be submitted by him.
5. That the registered undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward Officer and the ownership of the setback land will not be transferred in the name of M.C.G.M.
6. That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents, etc. to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
7. That the existing structure proposed to be demolished will not be demolished or necessary phase programme with agreement will not be submitted and got approved before C.C.
8. That the requirements of N.O.C. of B.S.E.S. Ltd. will not be obtained and the requisitions, if any, will not be complied with before occupation certificate/B.C.C.
9. That the conditions mentioned in release letter of Executive Engineer (D.P.) will not be complied with.
10. 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.
11. That the extra water and sewerage charges will not be paid to Asst. Engineer, Water Works, 'L' Ward before C.C.
12. That the true copy of sanctioned layout/sub-division/amalgamation approved under No. CE/370/BPES/LOL dated 11.1.2001 along with the terms & conditions will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
13. 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.
14. 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 obtained before cutting any tree, if required to be cut.





बदर-३  
२०३ | २२  
२००५

( ) That proper gutters and down pipes are not intended to be put to prevent water dropping from the eaves 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 any time before the 4 DEC. 2002 day of ..... 200 , but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or by-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.

Executive Engineer



SPECIAL INSTRUCTIONS.

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON 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 3-16 of the said Act.

(3) Under Byelaw, No. 8 of the Commissioner has fixed the following levels:--

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

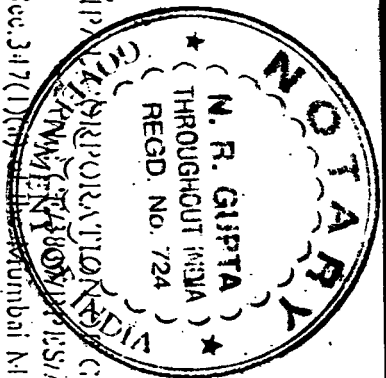
(5) Your attention is further drawn to the provision of Section 353-A about the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance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

(6) Proposed date of commencement of work should be communicated as per requirements of Section 447 (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.

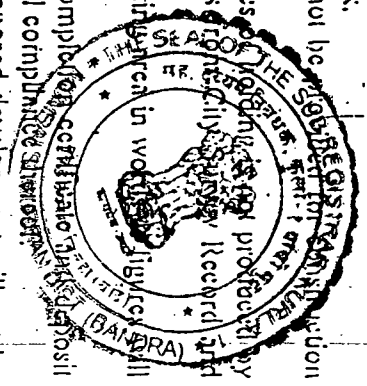
(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the rate that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Attention is drawn to the notes accompanying this Intimation of Disapproval

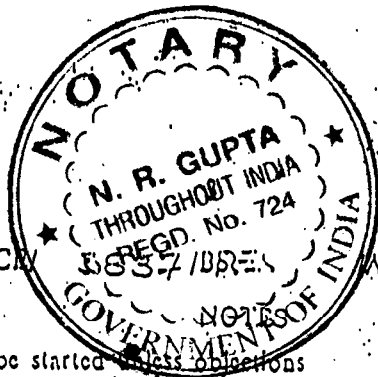


बंद - ३  
200  
23  
28 DEC 2001

5. That the notice under Sec. 347(1) of the Mumbai Municipal Corporation Act will not be sent for intimating the date of commencement of the work.
  16. That this office will not be intimated in prescribed proforma for checking the open spaces & building dimensions as soon as the work upto plinth is completed.
  17. That the clearance certificate from Assessment Department regarding upto date payment of Municipal taxes etc. will not be submitted.
  18. That the requirement of bye law 4(c) will not be complied with before starting the drainage work & in case Municipal sewer is not laid, the drainage work will not be carried out as per the requirement of Executive Engineer (Sewerage Project). Planning & completion certificate from him will not be submitted.
  19. That the copy of intimation of Disapproval conditions & other layout or sub-division conditions imposed by the Corporation in connection with the development at site shall not be given to the would be purchaser and also displayed at site.
  20. That the N.A. permission from the Collector of Bombay shall not be submitted.
  21. 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.
  22. That the development charges as per M.L.R.T.P. (Amendment) Act 1992 will not be paid.
  23. That the carriage charge shall not be provided before starting the work.
  24. That the adequate & decent temporary sanitary accommodation will not be provided for the workmen workers on site before starting the work.
  25. That the documentary evidence regarding ownership, area & boundaries of the site shall be submitted in the form of extracts from the District Inspector of Land Records, extracts from the Land Revenue Record, Survey of India, Survey of India, etc. exhibiting area in two parts.
  26. That separate P.R. Cards for each sub-divided plots, roads, etc. exhibiting area in two parts will not be submitted.
  27. That the debris will not be removed before submitting the building complete for the purpose of the deposit of Rs. 10,000/- will not be paid before starting the work towards faithful completion of the work.
  28. That the No Objection Certificate from Hydraulic Engineer for the proposed development will not be obtained and his requirements will not be complied with.
  29. That the proposal for amended layout/sub-division shall not be submitted and not approved before starting the work and conditions thereof will not be complied with.
  30. That the proposal will contravene the section 251(A)(A) of the Mumbai Municipal Corporation Act.
  31. That the remarks from Asst. 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.
  32. That the capacity of overhead tank will not be provided as per form issued by department of Hydraulic Engineer and structural design, to that effect admitted before requesting to grant commencement certificate.
  33. That the undertaking for paying additional premium due to increase in land rate as and when demanded shall not be submitted.
  34. That the N.O.C. from Unseccide Officer shall not be submitted.
- CONDITIONS TO BE COMPLIED WITH BEFORE PERMITTING C.C.**  
That the N.O.C. from Civil Aviation Department will not be obtained for the proposed height of the building.  
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.



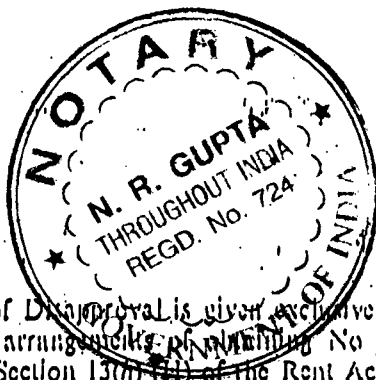




बदर-३	
२०३	२८
२००५	
5 DEC 2001	

- (1) The work should not be started unless all objections are complied with.
- (2) A certified 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 for any shed to house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes 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 at least 15 days prior to the date of which the proposed construction work is taken in hand. No 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 treated as if tap water has been consumed on the construction works and bills will be levied accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stored on the property. The scaffoldings, bricks metal, sand props debris, etc. shall not be placed over footpaths or public street by the owner/architect/their contractors, without prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces and 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 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 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.





बंदर-३	
२०३	१२
२००५	

- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13(1) 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) (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 plan should not be taken up in hand unless the City Engineer is satisfied with the following :-
- Specific plans in respect of evicting or rehousing the existing tenants on your stating their number and the area in occupation of each.
  - Specifically signed agreement between you and the existing tenants that they are willing to avail of the alternative accommodation in the proposed structure at standard rent.
  - Plans showing the phased programme of construction has to be approved by this office before starting the work so as not to contravene at any stage the provisions of the Development Control Rules regarding open spaces, light and ventilation in the proposed structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and air 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 cause ariso water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) The bottom of the overhead 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 nabis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on tightly serving the purpose of a lock, and the warning pipes of the ribbet protected 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 accessible 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 By-law No. 5.(b).  
(b) Lintels or Arches should be provided over Door and Window opening.  
(c) The drains should be laid as require under Section 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.

S. 12.2001  
Executive Engineer, Quality Proposals

Zones.....Wards.....



३२१-३	
२०३	३०
२००५	

-5 DEC. 2001

- (C) GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C.C.
1. That some of the drains will not be laid internally with C.I. pipes of adequate size.
  2. That the conditions mentioned in the clearance under No.C/11.C/11/Sec.22 dated obtained from the competent authority under U.L.C. & R. Act 1976 will not be complied with and fresh H.C. order showing revised area, length, front setback will not be submitted.
  3. That the dust bin will not be provided as per C.E.'s circular No.CE/9296/11 of 26.6.1978.
  4. That the surface drainage arrangement will not be made in consultation with Executive Engineer (S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/3.C.C.
  5. That 10'0" wide paved pathway upto staircase will not be provided.
  6. That the surrounding open spaces, parking spaces and terrace will not be kept vacant. It shall upon and will not be levelled and developed before requesting to grant permission for building or submitting the B.C.C., whichever is earlier.
  7. That the name plate/board showing plot No., name of the building and prominent place before O.C.C./B.C.C.
  8. That the parking spaces shall not be provided as per D.C. Regulation No. 186.
  9. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be eliminated within a period of 6 years from the date of its payment.
  10. That the provision will not be made for making available water for flushing, drinking water, non-potable purposes through a system of borewells 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 & has carried out tests for checking leakages through sanitary blocks, terraces, fixtures, joints in drainage pipes etc. & that the workmanship is found very satisfactory shall not be submitted.
  12. That three sets of plans mounted on canvas will not be submitted.
  13. That the certificate from Lift Inspector regarding satisfactory installation & operation of lift will not be submitted.
  14. That the adequate provision for post-mail boxes shall not be made at suitable location on ground floor/still.
  15. That 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.
  16. 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.
  17. That the requisitions of clause No.45 & 46 of D.C.R.91 shall not be complied with.
  18. That the final N.C.C. from S.C. shall not be submitted.

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

1. That certificate under Section 270-A of the Bombay Municipal Corporation Act will not be obtained from H.E.'s department regarding adequacy of water supply.

Executive Engineer  
(Bldg. Proposals)(Eastern Suburbs)

MAC/

बदर - ३

VALID UPTO 18 APR 2004

103

Rota :5000 (Gen-520'15.9.99) DyChE c2

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM "A"

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966

No.CE/ 3837 BPESAL 18 APR 2002

COMMENCEMENT CERTIFICATE

To: M/s. SLM Industries Ltd.

Sr.:

With reference to your application No. 2527 dated 11/11/01 for Development Permission and grant of Commencement Certificate under section 45 and 89 of the Maharashtra Regional & 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. 721 on plot No. 444/1 C.T.S.No: 721 City/Village/Town Planning Scheme No. AT 10/1 situated at Road/Street Kunda Ward 1

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

1. The land vacated in 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 bar 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 Bombay 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 Bombay is contravened or not complied with.

...2/

बदर - ३	
e03	Dec. 27 2004 11:17AM F02
२००४	

188

The Municipal Commissioner for Greater Bombay is satisfied that the same is not obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have contravened the development work in contravention of section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966.

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.

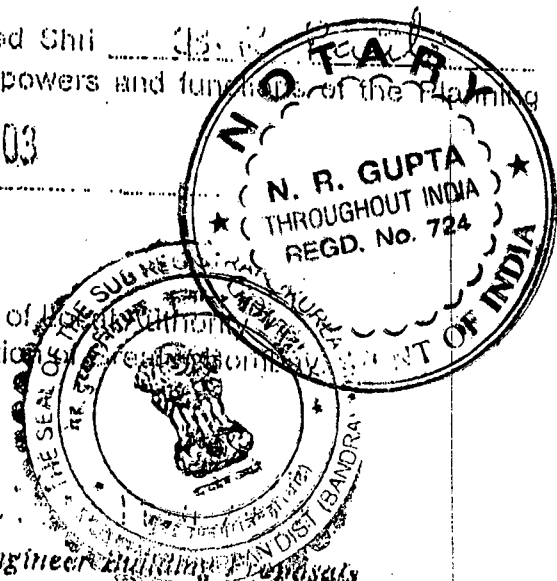
The Municipal Commissioner has appointed Shri Assistant Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C. is valid upto 17 APR 2003

*e. e. up to plinth*

*1433/...*  
*FUR No. 75 JUN 2002*

For and on behalf of the Municipal Corporation



*Assistant Engineer*  
*Procedure for Building IBT Operable*  
*(Eastern Suburbs)*  
FOR

*156 APR 2004*

*Full C.C. has been commenced*  
*where approved on 12/12/02*

MUNICIPAL COMMISSIONER FOR GREATER BOMBAY

*11/11/04*  
*Assistant Engineer*  
*Procedure for Building IBT Operable*  
*(Eastern Suburbs)*

मालमत्ता पत्रक

बदर-३

2004

दिनांक

2004

मालमत्ता पत्रक

नं. भू.अ. कुर्ना

मोहिली

शहर

पञ्जाब

७२४/४

३२/२

दि. मं. नं. ७२२५५

युवाधिकार

महाराष्ट्र मुक्त धाराक  
युवा  
[टी. माणिकलाल एंड मॅन्युफॅक्चरिंग कं. लि.]  
[खरदिन.]

पहुंकार			
इतर भाग			
इतर शीट			
दिनांक	व्यवहार	खर्च क्रमांक	नांवत धारक (भा) पहुंकार (ध) किंवा भाग (भा)
१६/१२/१९७८	अर्ज व बांधकाम गुजराव अहमदाबाद यांचे दि. ११-१०-७८ निकाळाने नाम नोंद		(ध) एल एल एम माणिकलाल इंडस्ट्रीज लि.
१८/०३/१९८६	सुधारित बि.शे. सारा आदेश नं. भू.क. ७२२५५		सकी - १९०२-१९७८ नं. ग. शा. अ. (ध) भा. ५३५५२/२००३

तपासणी करणारा -

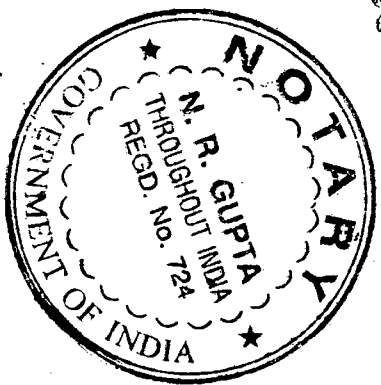
खरी नकल -



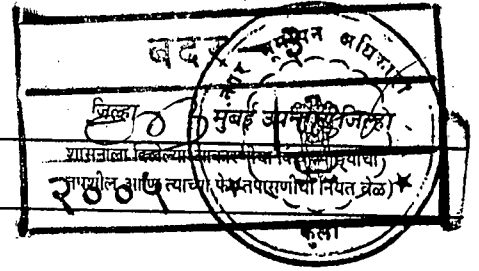
धर्मे. कं. २३१. अर्जदाराचे नाव  
एल एल एम माणिकलाल इंडस्ट्रीज

मकलमा तपस्यो  
नकलेचे शुल्क  
कागद शुल्क  
एल एम माणिकलाल इंडस्ट्रीज  
शुद्ध बिली कर  
गुर्त बिली कर  
एल एल एम माणिकलाल इंडस्ट्रीज

खरी नकल



मालमत्ता पत्रक



मोहिली

तालुका/न.भु.मा.का. -- न.भू.अ. कुर्ला

शिट नंबर प्लॉट नंबर क्षेत्र धारणाधिकार

७२१ब

७२१ब

९००.१

F

सुविधाधिकार

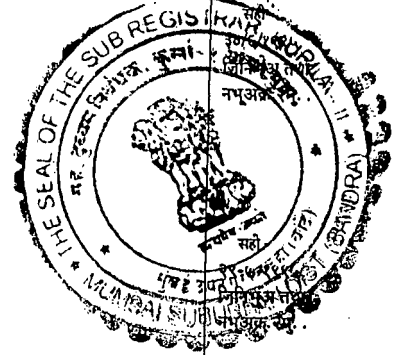
हक्काचा मुळ धारक वर्ष

पट्टेदार

इतर भार

इतर शोरे

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षात्करण
३०/०६/१९९५	सहाय्यक अभियंता(सेट बँक व मेन्टनन्स)एल वॉर्ड यांचेकडील पत्र क्रं. W०२/७३२/G/AEML दि. २२-८-८३ अन्वये व जि.नि.भू.अ. तथा न.भू.अ.क्रं. २यांचेकडील दि. ३०-६-९५ चे आदेशान्वये न.भू.क्रं. ७२१ पैकी ९००.१ चौ. मि. क्षेत्र रस्तारूंदीकामी जात असलेने त्याची स्वतंत्र मिळकत पत्रिका उघडणेत आली त्यास न.भू.क्रं. ७२१अ देणेत आला S.I. धारक-मुंबई महानगर पालिका.			
२९/०७/१९९५	जि.नि.भू.अ. तथा न.भू.अ.क्रं. २ मुंबई यांचेकडील आदेश क्रं. न.भू.मोहिली/७२१/९५ दि. २९-७-९५ चे आदेशान्वये न.भू.क्रं. ७२१अ यांस न.भू.क्रं. ७२१ब नमुद केला दि. ३०.६.९५ चे नोंदीमध्ये अंमल घेतला.			



तपासणी करणारा -

खरी नककल -

न.भू.अ. कुर्ला

मुंबई उपनगर जिल्हा

अज्ञे. क्रं. ८३१ अज्ञेदााचे नांव सुधास रामपत्र डेव



जाल्यान्ता तारीख १५/७/०३

नककल तारीख १५/७/०३

नककल दिनांक १५/७/०३

इधार करणारा

तपासणी करणारा

नककलचा तपशो ३

नककलेचे शुल्क ६०००

कारभार शुल्क ४००

ए.न. शुल्क

दिनांक

नककल करणारा

ए.न. शुल्क

खरी नककल

नगर भूमिपत अधिकारी कुर्ला

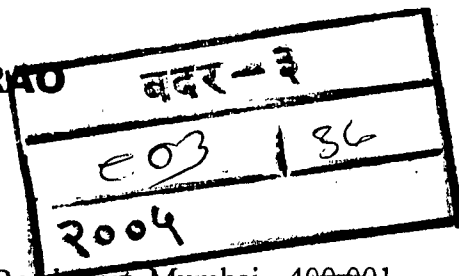






**RAMESH S. BHALERAO**

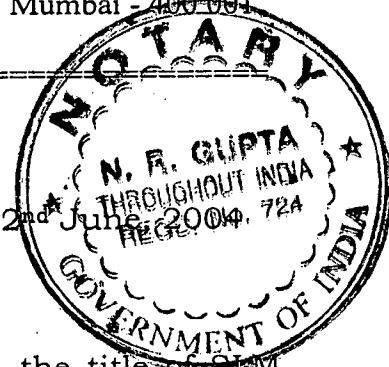
B.A. (Hon's.) L.L.M.  
Advocate High Court



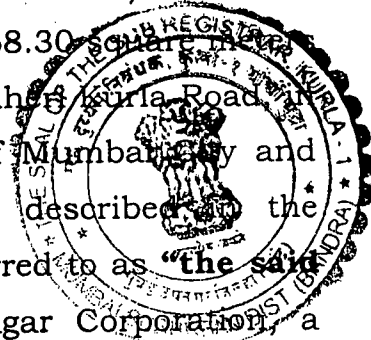
Armayesh, 2<sup>nd</sup> Floor, Kamanwalla Chambers, Sir P.M. Road, Fort, Mumbai - 400 001  
Phone : 22662987

Ref. No. \_\_\_\_\_

Date : 22<sup>nd</sup> June 2004



1. **THIS IS TO CERTIFY** that I have investigated the title of SLM Industries Limited (formerly known as ("T Maneklal Manufacturing Company Limited"), a public limited company within the meaning of the Companies Act, 1956 having its office at Shafi Manzil, Ashram Road, Ahmedabad - 380 009 (hereinafter referred to as "the Original Owner") to several pieces and parcels of land admeasuring 27,368.30 square feet situate at Village Mohili, Taluka Andheri, Andheri Kurla Road, the Registration District and Sub-District of Mumbai City and Mumbai Suburban and more particularly described in the Schedule hereunder written (hereinafter referred to as "**the said property**") and the right of M/s. Sant Sagar Corporation, a partnership firm registered under the Indian Partnership Act, 1932 having its office at Andheri-Kurla Road, Opposite Sudarshan Restaurant, Sakinaka Junction, Mumbai - 400072 (hereinafter referred to as "**the Developer**") to develop the said property and construct buildings thereon and sell the offices/flats/units/shops and other premises therein.



2. I have caused searches to be taken in the concerned offices of the Sub-Registrar of Assurances at Mumbai, Bandra and Chembur.

*RSH*

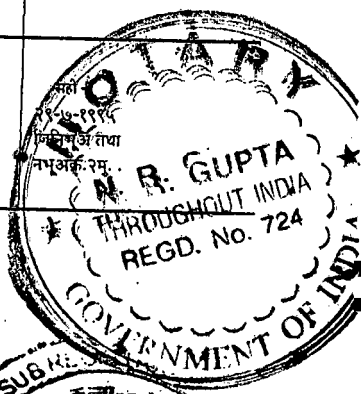
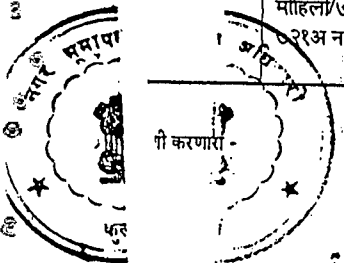
मालमत्ता पत्रक

बदर-३  
 २०३ | ३६  
 जिल्हा - मुंबई उपनगर जिल्हा  
 २००५  
 सोसनीला दिलेल्या आकाराच्या किंवा त्याच्या तपसणी आणि त्याच्या फेर तपसणीची नियत वेळ)

विभाग/मोजे - मोहिली तालुका/न.भू.मा.का. - न.भू.अ. कुर्ला

नगर भूमापन क्रमांक	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार
७२१अ	७२१अ			

नांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षात्कार
२९/०७/१९९५	जि.नि.भू.अ.तथा न.भू.अ.क्र. २ मुंबई यांचेकडील आदेश क्र. न.भू.मोहिली/७२१/९५ दि. २९-७-९५ चे आदेशान्वये न.भू.क्र. ७२१ यास न.भू.क्र. ७२१ अ नमूद केला. दि. ३०/६/९५ चे नोंदी मध्ये अंमल घेतला.			



खरी नकल -

न.भू.अ. कुर्ला  
 मुंबई उपनगर जिल्हा

अर्ज. क्रं. २३१ अर्जदाराचे नांव मुदास यामचंद डुल

दख्ख्याची तारीख	२९/७/०३	नकलचा तपसणी	०
नकल तयार तारीख	१५/७/०३	नकलेचे शुल्क	१४०००
नकल दिल्याची तारीख	१५/७/०३	कागद शुल्क	४००
द्वार करणार		एकूण शुल्क	१४४००
द्वाराची करणार		विश्रीकर	
		सर्वसाधारण कर	
		पूर्व विक्रीकरण	
		एकूण रक्कम	१४४००



खरी नकल

बदर मुद्रापत्रक बांधकाम  
 २९/७/०३

**RAMESH S. BHALERAO**

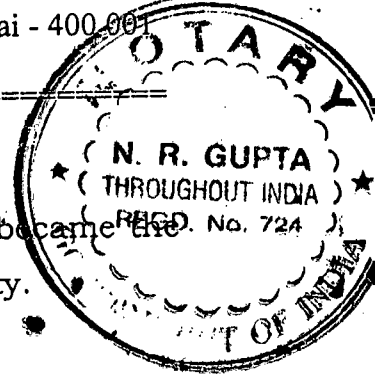
बदर-३

B.A. (Hon's.) L.L.M.

Advocate High Court

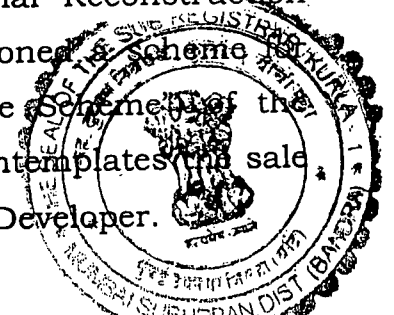
२०३	३८
२००९	

Armayesh, 2<sup>nd</sup> Floor, Kamanwalla Chambers, Sir P.M. Road, Fort, Mumbai - 400 001  
Phone : 22662987



3. By virtue of mesne conveyances, the Original Owner became the owner and/or seized and possessed of the said property.

4. In or around June 1991, the Original Owner had been declared a Sick Industrial Unit under the provisions of the Sick Industrial Companies (Special Provisions) Act, 1985 (hereinafter referred to as "SICA"), by an Order dated 28<sup>th</sup> February 1995 passed under the provisions of Section 18 (4) read with Section 19 (3) of the SICA, the Board for Industrial and Financial Reconstruction (hereinafter referred to as "BIFR") has sanctioned rehabilitation (hereinafter referred to as "the Scheme") of the Original Owner. The said scheme inter alia contemplates the sale and transfer of the said larger property to the Developer.



5. In terms of clause III (2) of the Scheme read with Section 18 (6A) of SICA and Clause VII (7) of the Scheme, the Original Owner was required to sell the said property to the Developer and accordingly the Original Owner by an Agreement dated 16<sup>th</sup> June 1995 read with Supplemental Agreement dated 15<sup>th</sup> September, 1995, agreed to sell and transfer to the Developer the said property on the terms and conditions therein contained that on compliance thereof the said property would stand transferred to and vested in favour of the Developer under the provisions of Section 18 (6A) of SICA.

*R.S.B.*

**RAMESH S. BHALERAO**

B.A. (Hon's.) L.L.M.

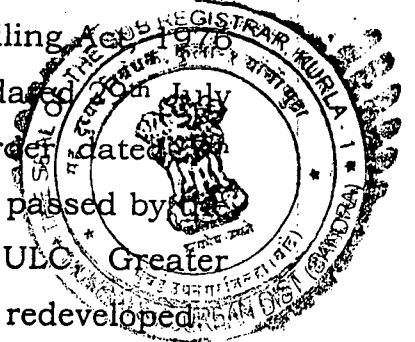
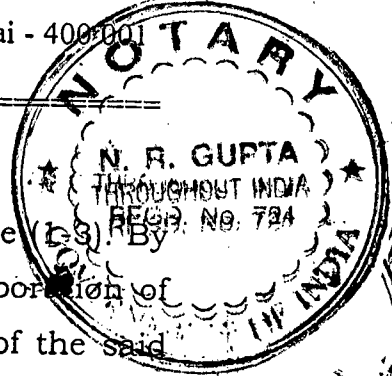
Advocate High Court

बदर-३	
०३	३८
२००५	

Armayesh, 2<sup>nd</sup> Floor, Kamanwalla Chambers, Sir P.M. Road, Fort, Mumbai - 400001  
Phone : 22662987

6. The said property is situated in Special Industrial Zone (SIZ) By an Order dated 21<sup>st</sup> August 1995, the Municipal Corporation of Greater Mumbai (MCGM) permitted the development of the said property for the purposes and on the terms and conditions as contained therein.
7. The said property is within the Mumbai Urban Agglomeration as per the schedule appended to the Urban Land Ceiling Act, 1970 (hereinafter called as the "ULC Act"). By an Order dated 19<sup>th</sup> July 1995 bearing No. C/ULC/D.III/22/5696 and Order dated 19<sup>th</sup> August 1996 read with Order dated 19<sup>th</sup> May 2000 passed by the Additional Collector and Competent Authority, ULC Greater Bombay the said property has been permitted to be redeveloped.
8. Besides the Floor Space Index (FSI) being the yield of the said property that is available as per the provisions of Development Control Regulations for Greater Mumbai (DCR), the said property is designated as receivable plot and additional FSI by way of Transferable Development Rights (TDR) can be loaded thereon as per the provisions of the DCR. In these circumstances several buildings and/or structures can be constructed on the said property by consuming FSI being the yield of the said property and TDR.

*RSK*



**RAMESH S. BHALERAO**

बदर-३

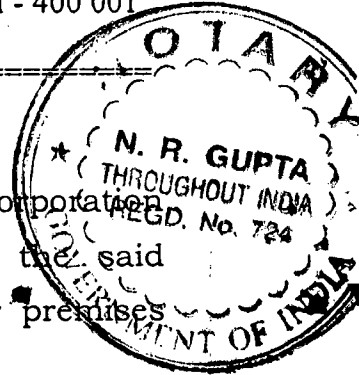
B.A. (Hon's.) L.L.M.

Advocate High Court

203 | 80  
२००४

Armayesh, 2<sup>nd</sup> Floor, Kamanwalla Chambers, Sir P.M. Road, Fort, Mumbai - 400 001  
Phone : 22662987

being sanctioned by the Brihanmumbai Municipal Corporation and/or concerned authorities, are entitled to develop the said property and sell the offices/flats/units/shops and other premises therein in such manner as they deem fit and appropriate.



**The Schedule Above Referred To:**

(being the said property)

All those pieces and parcels of land hereditaments and premises together with all buildings and structures thereon situate in Mohili Village, Andheri Kurla Road, Greater Mumbai, Maharashtra in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, comprising of C.T.S No. 721/A, 721/B and 721/I area admeasuring 27,368.30 square meters bearing Survey No.14, Hissa Nos.1 to 4, Survey No.15, Hissa Nos. 1 to 3, Survey No.20, Hissa No.1, Survey No.52, Hissa No. 1, Survey No.52, Hissa No.2/A/B and Hissa Nos.3 and 4 (Part). The aforesaid area is inclusive of the area of setback land of 1,267.91 square meters already acquired by the Municipal Corporation of Greater Mumbai and bounded as follows that is to say on or towards the North partly by 45.7 meters wide D. P. Road and partly by property bearing C.T.S No. 4/4, 4/5 of Mohili Village, on or towards the South partly by existing C.T.S No. 720 and 705, 706, 707 and 708 of Mohili Village, on or towards the East by 13.4



*R.S.*

**RAMESH S. BHALERAO**

बदर-३

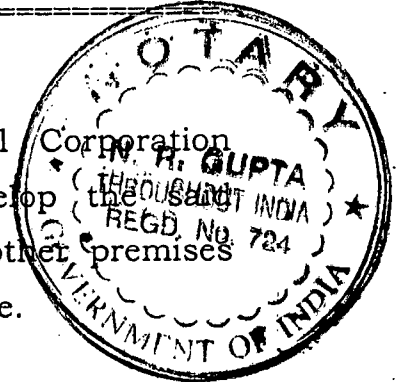
B.A. (Hon's.) L.L.M.

Advocate High Court

203 | 50  
२००५

Armayesh, 2<sup>nd</sup> Floor, Kamanwalla Chambers, Sir P.M. Road, Fort, Mumbai - 400 001  
Phone : 22662987

being sanctioned by the Brihanmumbai Municipal Corporation and/or concerned authorities, are entitled to develop the said property and sell the offices/flats/units/shops and other premises therein in such manner as they deem fit and appropriate.



**The Schedule Above Referred To:**

(being the said property)

All those pieces and parcels of land hereditaments and premises together with all buildings and structures thereon situate in Mohili Village, Andheri Kurla Road, Greater Mumbai, Maharashtra in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, comprising of C.T.S No. 721/A, 721/B and 721/I area admeasuring 27,368.30 square meters bearing Survey No.14, Hissa Nos.1 to 4, Survey No.15, Hissa Nos. 1 to 3, Survey No.20, Hissa No.1, Survey No.52, Hissa No. 1, Survey No.52, Hissa No.2/A/B and Hissa Nos.3 and 4 (Part). The aforesaid area is inclusive of the area of setback land of 1,267.91 square meters already acquired by the Municipal Corporation of Greater Mumbai and bounded as follows that is to say on or towards the North partly by 45.7 meters wide D. P. Road and partly by property bearing C.T.S No. 4/4, 4/5 of Mohili Village, on or towards the South partly by existing C.T.S No. 720 and 705, 706, 707 and 708 of Mohili Village, on or towards the East by 13.4



R/S

**RAMESH S. BHALERAO**

बंदर - ३

B.A. (Hon's.) L.L.M.

Advocate High Court

२००५

Armayesh, 2<sup>nd</sup> Floor, Kamanwalla Chambers, Sir P.M. Road, Fort, Mumbai - 400 001  
Phone : 22662987

meters wide D. P. Road and partly by C. T. S No. 708 and 709 and  
on or towards the West by 21.35 meters wide Andheri Kurla Road.

Dated this 22<sup>nd</sup> day of June, 2004.

*RS Bhalerao*

Mr. Ramesh S. Bhalerao  
Advocate



बदर-३  
 २०३  
 २००४

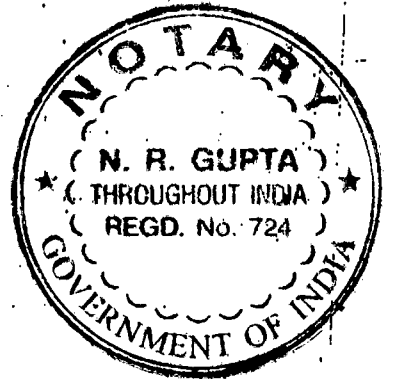
SN/232/BOX  
 File

No. C/ULC/D. 111/22/5695

Office of the Additional Collector &  
 C.A., ULC, Gr. Bombay,  
 New Administrative Building,  
 10th Floor, Opp. Kowtalaya,  
 Bombay - 42.

Dated: 29/7/1965.

To  
 M/c. S.L.I. (Industrial) Industries Ltd.  
 C/o. J. K. Parikh & Sons  
 408, Kary Road corner, Plot No. 35,  
 Sion (East), Bombay, 22.



Sub - Permission for redevelopment of property  
 bearing S.No. CIS No. 721, 721/2  
 of Village Holilli Taluka. SURYA  
 in D.S.D. / Bombay City.

Shri. ... ..

A. ULC Please refer to your Architect's  
 dated 6.3.55 & 31.8.95 your  
 dated 23.3.95 seeking permission for  
 of the above mentioned property.



B. At this stage, the land is non vacant  
 meaning of the U.L. (CAR) Act, 1976, because  
 with 12 structures which containing  
 units. The calculation of plinth area, built up area and  
 additional land appurtenant and  
 10 percent R.C. etc. show that the land is non vacant  
 to the extent of 20950.44 sq. mt. (Twenty thousand nine hundred  
 fifty nine and point forty four only)  
 excluding area under road set back to the extent of  
 1151.75 sq. mts. excluding area under tata power line etc.  
 2071.50 sqms. excluding area upto ceiling limit 500 sqms. (as per  
 exemption order u/o, 20) and SVL area, 1785.51 sqms. which is exempted  
 by Ind. Dept, u/o, 20 of the ULC Act, 1976, vide order No. ULC/824.16/IC/  
 IC/CAD/2003, dt, 29.8.80.

Thus, the question of permission under section 22 of the  
 ULC Act, 70, 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 and the proposed building has been constructed  
 as per approved plans and is on the verge of completion.  
 The order under sec-22 with permission to retain the above  
 land usually contains the following conditions.

1. The letter of intent and permission under sec 22 shall  
 be subject to the applicant's producing proof regarding the  
 title ownership of the land, possession, area and use  
 thereof. The CURC should verify the same before issuing  
 100/CC.
2. The permission is operative for redeveloping the  
 property in accordance with the provision of DC Regulations  
 in force.

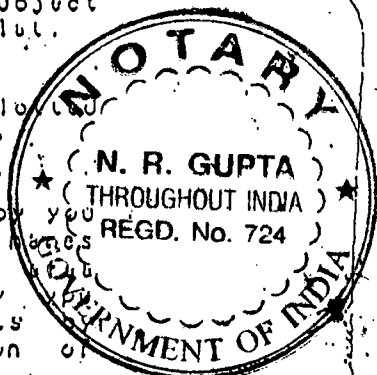


बदर - ३  
 २०३  
 २००५

3. The maximum size of the tenements should be 120 sq. ms. plinth area. If the size of the flats occupied by the owner/tenant in the property exceeds 120 sqms. then the land holder would be entitled to construct similar number of flats of an equivalent area in the new building subject to a maximum of 300 sqm. plinth area for each such flat.

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

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



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. Question regarding regular order u/s. 22 for the land falling due to demolition of structures will be considered after the existing structures are demolished, and building has been constructed as per approved plans and on the verge of completion.



7. The construction work of redevelopment shall be completed within the period of 5 years from the issue of this letter of indent.

8. The holder will not utilize the FSI of the structures which are not demolished.

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

10. This letter of indent is valid for the period of three years from the date of its issue and would be lapsed automatically, if work is not completed within the specified period. The land holder shall be liable to pay the amount of Rs. 100 lakhs (one hundred lakhs) towards the cost of the road set back to the extent of 1251.75 sqm. (one thousand two hundred and fifty one and seventy five sqm.) non vacant land retainable by the land holder within the meaning of U.L. (CRR) Act, 1976.

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

12. Statement u/s. 6(i) of the Act filed by him; if any will be decided separately..

13. The land holder should obtain clearance from this office by producing tenants agreements before getting further commencement certificate above the plinth level.



2004
203   24
2004 - 2

2/10

4. A minimum outlay of Rs. 5000 on each side of each transmission line (total Rs. 10,000 provide) is considered for non-vacant entitlement. If there may be any change in the cost of transmission line, the user shall submit the remarks from Electricity Authority and accordingly, obtain the necessary sanction from this office.







बदर-३  
 २०३ | ४८  
 २००५

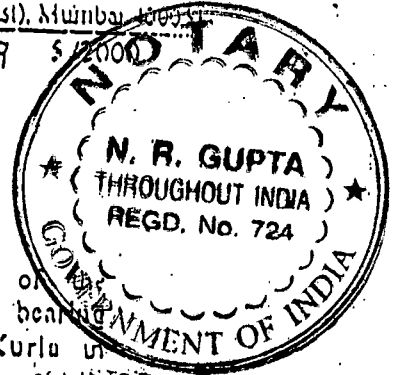
Office of the Additional Collector & C.A.  
 U.L.C., Brihanmumbai,

4th Floor, Administrative Building Mumbai Suburban Dist., Govt. Colony, Bandra (East), Mumbai - 400 051  
 No. CA.L.C.D. III 22/5696

Date: 19 5/2005

To  
 M/s. S.I.M. Maneklal Industries Ltd.,  
 Vasthani Mansion, Minshaw Vastha Road,  
 Mumbai 20.

Sub: Revalidation of permission issued U/s. 22 of  
 U.L.(C&R) Act, 1976, in respect of property bearing  
 CTS NO. 721, 721'1 of Village Mohill, Taluka Kurla in  
 MSD.



Gentlemen,

You are hereby informed with reference to your application No. 711 dated 11.1.2001 that the validation period of the letter of intent issued by this office bearing even number 29.7.95 was valid upto three years, and now it is extended for a further period of two years from 29.7.98 to 28.7.2001.



Yours faithfully,  
*(Signature)*  
 (S.R. H. Jure)

Additional Collector & C.A.  
 U.L.C., Greater Mumbai

Copy to be sent to:

1. The Dy. City Engineer (DP), G.M.C. Mahapalika Marg Fort, Mumbai 400 001 for information and necessary actions
2. The Ex. Engineer (BP) Eastern Suburbs, "I." Ward, Ghatkopar, Mumbai 400 077.

YRB:1 05/05

बदर-३  
 २०३-४२  
 २००५ C.A.

Office of the Additional Collector & C.A.  
 ULC., Brihanmumbai.

5<sup>th</sup> floor, Administrative Building Mumbai Suburban Dist., Govt. Colony, Bandra (East), Mumbai 400051.

No. C/ULC/M. III/22/5696

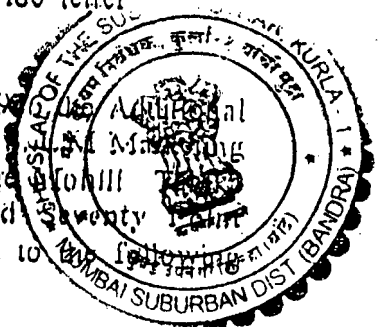
Date: 21/4/2002

- READ : 1. This office letter of even number dated 29.7.95 & Corrigendum dated 5.6.96  
 2. Application in Form No. VI dated 6.3.02  
 U/s. 22 of the ULC Act 1976 from M/s. S..L.M Marketing Co.,

PART FORMAL ORDER

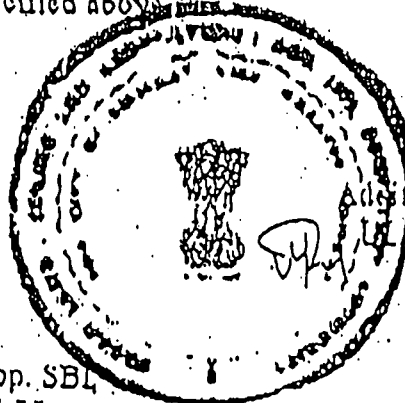
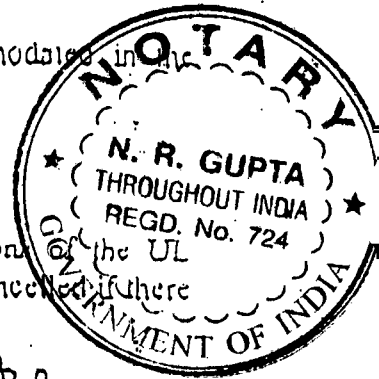
(i.e. Full Formal order for Phase I of building B, (Commercial Building) as per Municipal Corporation of Greater Mumbai approved plan vide letter No. EC/3743/BPES/AL dated 12.1.2001.)

In exercise of the powers vested in him u/s. 22 of the ULC Act, 1976 the Additional Collector & C.A. ULC, Brihanmumbai hereby grants permission to M/s. S.L.M Marketing Co., of Mumbai to retain the land bearing CTS NO. 721, 721/1 of Village Kurla measuring 3870.80 sqms. (Three Thousand Eight Hundred Eighty Sq.M.) excluding set back of --sq.m. to redevelop it, subject to the following conditions:



1. That the permission is granted at applicant's risk regarding disputes if any, as to the title of the land, area and user thereof.
2. That the redevelopment shall be for user permissible in accordance with the development control Rules in force.
3. That the existing tenants in the demolished structures shall be accommodated in the redevelopment scheme.
4. That the above conditions will also be binding on the transferee/s if any.

This permission is granted subject to the other provisions and obligations of the ULC (C&R) Act, 1976 as far as they are applicable and this permission will stand cancelled if there is any breach of the conditions specified above.



*(Signature)*  
 (S.R. Hire) Additional Collector & C.A. ULC, Brihanmumbai.

To,  
 M/s. S..L.M Marketing Co.,  
 C/o. Hemant Parikh & Associates,  
 105, Vallabh Vihar, M.G Road, Opp. SBL,  
 Rajawadi Ghatkopar East, Mumbai 77.

Copy to be sent to

1. The Dy. City Engineer (DP) GBMC, Mahapalika Marg, Fort, Mumbai 400001
2. The Ex. Engineer (B.P), Eastern Suburbs, "MF" Ward, Ghatkopar, Mumbai 400077.





बदर - ३

२०३

१९

२००५

..2..

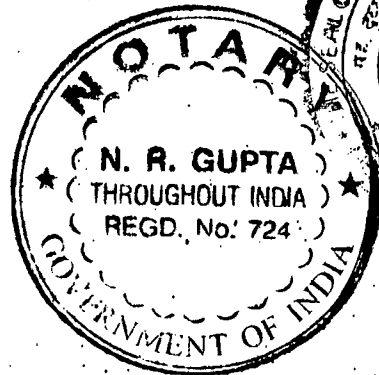
NOW KNOW YE ALL MEN THESE PRESENTS WITNESSETH the we, the Partners of the firm do hereby nominate, constitute and appoint Shri Sandeep Gajanan Gandhreas as our true and lawful attorney and in our name & on our behalf to do the following acts, deeds, matters and things to effectively carry on business of the firm.

1. To represent the firm for the business and otherwise act for the business, in the name of the business and on behalf off the business in all matters whatsoever before all the officers of Income Tax , Sales Tax , Customs, Port Trust, Railways, Land Revenue, Municipal Land Requisitions, Public works Department , Civil Supplies, Charity Commissioner and others whatsoever and also to sign and make applications and petitions them and to do all other things.

To appear for the said business and represent the said business in all Courts whatsoever in all suits , proceedings, cases and matters Civil or Criminal and give evidence, produce documents and to sign, verify, swear, declare, affirm, file and institute of affidavits, applications, plaints, written statement, objections defenses, memoranda of appeals, petitions for revision and review and to summon and examine witnesses, apply for the obtain copies of proceedings and to deposit and withdraw money and documents in and from courts, engage Advocates, Pleaders and legal Practitioners and sign their Vakalatnamas and warrants of Authorities, Settle and Compromise all suits proceedings and issues therein , refer suits on proceedings to Arbitration or commission and to do and execute and cause to be done and executed all acts/, deeds, matters, things and writing in all Arbitration and commission proceedings and serve and receive all summons and other processes of order and judgement of all Courts on our behalf and sign acknowledgement thereof, to take all the decrees, order and judgement of all courts and to execute all acts, deeds, matters and decrees of all Courts or file applications for review and in revision against them and defend and oppose the same and to do all acts, deeds, matters and things whatsoever in all courts in all suits, proceedings and cases files by or against us.

3. To lodge for registration and to admit execution before the concerned Sub-Registrar of Assurance at Mumbai and / or Bandra / or Kurla on my behalf in respect of the said Affidavit/s, Undertakings/s, Declaration/s , and / or other writing/s including Agreement/s, for sale referred to in the recitals herein above and to further carry out all the necessary acts to ensure the effective registration of the same.

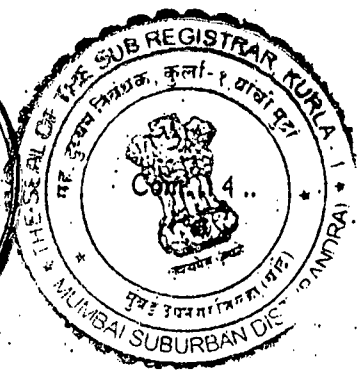
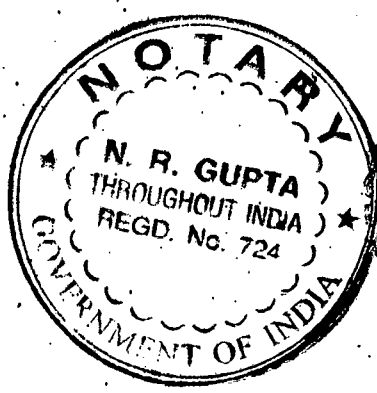
4. To take insurance policies with all insurance companies in firm's name as well as in the name of Partners on all the properties of Firm & Partners for all risks and to sign and execute all the necessary applications and other writings therefore , to pay all premium to all the insurance companies in respects of all our insurance policies and to receive , recover and collect all amounts whatsoever payable to me in respects of all insurance policies and to sign, execute, acknowledge and issue all proper valid and legal receipts, acknowledgements releases ad discharges therefore.



बंदर-३	
६०३	५२
२००५	

.. 3 ..

5. To settle all accounts and reckoning whatsoever pertaining to our said business with all persons, body corporate, local bodies and authorities and governments and to pay and receive the balance thereof as the case may be.
6. To make all the applications, petitions and representation to and before all the officers of the Governments, Customs and Municipality, Local bodies and Authorities, Government, customs and Excise Departments and to do and execute or cause to be done and executed all such acts, deeds, matters, things and writing and to carry out all such arrangements with them as my said Attorney may think fit and proper.  
 To represent us in all matters whatsoever pertaining to our said business before all the officers of the Income Tax, Sales Tax, Customs, Port Trust, Railways, Land Revenue, Municipal Land Acquisitions and the labor officers and to do and execute and cause to be done and executed all acts, deeds, matters, things and writing therein as my said Attorney may think fit and proper.  
 To sign, swear, affirm, declare, file and institute all the plaints, written statements, Affidavits, Petitions, applications, defenses, objections, memos of appeal and applications for revisions and review as may be necessary for prosecuting or defending any action on our behalf.
9. To commence, continue and carry on all correspondence and other communications with all persons, local bodies and authorities and any-body corporate in all matters, things and affairs pertaining to us, our said properties and business.
10. To issued and serve and cause to be issued and served upon all tenants, lessees and occupants of our said properties all notices of all kinds including notices to quit termination of tenancies; revocation and forfeiture of leases as also notices off demands of rents, compensation and damages.
11. To appeal and represent us, before all the officers of the Mumbai Muncipal Corporation regarding any matters, things, and affairs concerning our said properties or business and to carry out and comply with all the Municipal Notices and requisition to appeal against the reliable value of our said properties to represent us and to appear for us in all Municipal Prosscution launched against us to contest the same, to take the place of guilt and to pay fines
12. To apply for and issue all warrants of distress against all our tenants for recovery of rents from them to levy them and to do and cause to be done all acts, deeds, matters, things and writing therein.



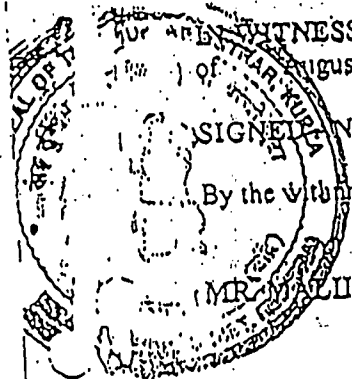
बदर - ३  
०३ | ५३  
२००५

.. 4 ..

- 13. To engage, employ and dismiss agents, representatives, clerks, servants or other employees in or about the management and supervision of our said properties, our said business and all our other matters things and affairs as our said attorneys may think fit and proper.
- 14. To sign all the certificates of deduction of tax at source under section 203 of the Income-Tax Act, 1961 (i.e. Form No. 16A) on our behalf.

AND the firm doth hereby declare and agree to artify and confirm all and whatsoever the said Attorney shall lawfully do or cause to be done by virtue of

WITNESS WHEREOF I have set my respective hands to these presents on this day of August, 2002.

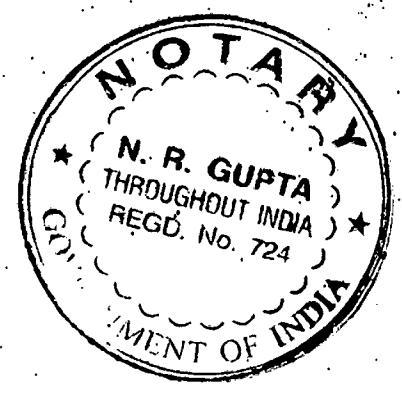


SIGNED AND DELIVERED  
By the within named  
MR. ALIK KARIM MAREDIA.

*Alia Karim Maredia*

MR. MOHSIN RAHIM MAREDIA *Mohsin*

In the presence of



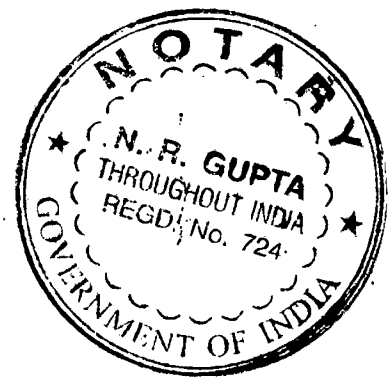
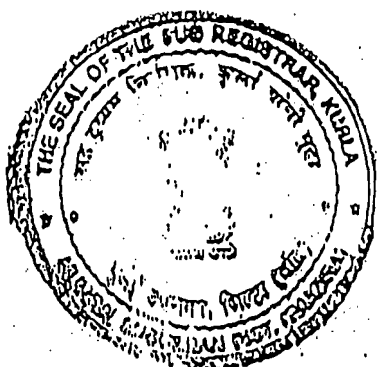
बदर - ३  
 २०३ | ५७  
 २००५

Abdullah [Fingerprint] [Fingerprint]  
Mohsin [Fingerprint] 19/2/02



Age - 15  
 General Power of Attorney has been executed  
 17/8/02 By (1) Mr. M. K. Malik, Karam maza  
 Age - 27, Business - sagar Tech. Planning  
 Occupation Business - sagar Tech. Planning  
 Address, Kurla Rd Sakinaka Mumbai - 72  
 in my presence. Their intention is proved by  
 (1) Hitesh Thakkar - Business  
 (2) Nitish Thakkar - Business  
 to my satisfaction. Both flat Mumbai (C)  
 Authentication No of Rs. 1205/1800/00 Mumbai - 80

[Signature]  
 J. Sub Registrar II  
 Kurla - 2  
 Note - There is no Corrosion, Erasure, Addition, Interlineation  
 in this General Power of Attorney Special  
[Signature]  
 J. Sub-Registrar II  
 Kurla - 2





07/02/2005

दुय्यम निबंधकः

4:30:20 pm

कुर्ला 1 (कुर्ला)

दस्त गोषवारा भाग-1

वदर3

दस्त क्र 903/2005

47

दस्त क्रमांक : 903/2005

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव: मे/- संत सागर कॉपोरेशन तर्फे भागीदार मलीक  
के. मरेडीया यांच्यातर्फे कु मु म्हणून संदिप गजानन गंधे  
AABFS6522Q - -  
पत्ता: घर/फ्लॅट नं: बी-201, ओम-धारा को. ऑप. हाऊ.  
सोसा. म्हात्रे नगर, रा

लिहून देणार

वय 35

सही

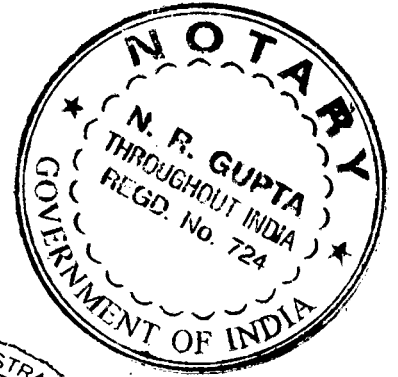


2 नाव: मेसर्स श्री नरसिंगसहाय मुदुनगोपाल (बॉम्बे) तर्फे  
भागीदार श्रीवल्लभ पी. मुधरा पॅन नं  
अेअेएमएफएस3162के - -  
पत्ता: घर/फ्लॅट नं: 45/47, लोहार चाळ, मुंबई - 2.  
गल्ली/रस्ता: -  
ईमारतीचे नाव: -  
ईमार

लिहून घेणार

वय 46

सही



CERTIFIED TRUE COPY  
ATTESTED BY ME

N. R. GUPTA  
NOTARY  
(GOVT. OF INDIA)

दस्ताऐवज करून देणार तथाकथित [करारनामा] दस्ताऐवज करून दिल्याचे कबूल करतात.

1 OF 1



दस्त गोषवारा भाग - 2

वदर3

दस्त क्रमांक (903/2005)

५६

दस्त क्र. [वदर3-903-2005] चा गोषवारा  
बाजार मुल्य :2524987 मोबदला 3137085 भरलेले मुद्रांक शुल्क : 156880

पावती क्र.:901 दिनांक:07/02/2005  
पावतीचे वर्णन  
नांव: मेसर्स श्री नरसिंगसहाय मुदुनगोपाल (बॉम्बे)  
तर्फे भागीदार श्रीवल्लभ पी. मुंधरा पॅन नं  
अेओएमएफएस3162के - -

दस्त हजर केल्याचा दिनांक :07/02/2005 04:25 PM  
निष्पादनाचा दिनांक : 07/02/2005  
दस्त हजर करणा-याची सही :

*Shr...*

30000 :नोंदणी फी  
1120 :नक्कल (अ. 11(1)), पृष्ठांकनाची  
नक्कल (आ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

दस्ताचा प्रकार :25) करारनामा  
शिकका क्र. 1 ची वेळ : (सादरीकरण) 07/02/2005 04:25 PM  
शिकका क्र. 2 ची वेळ : (फी) 07/02/2005 04:29 PM  
शिकका क्र. 3 ची वेळ : (कबुली) 07/02/2005 04:30 PM  
शिकका क्र. 4 ची वेळ : (ओळख) 07/02/2005 04:30 PM

31120: एकूण

दस्त नोंद केल्याचा दिनांक : 07/02/2005 04:30 PM

दु. निबंधकाची सही, कुर्ला 1 (कुर्ला)

जे. एस. तरे

ओळख :

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

1) महेंद्र जी. पालन- - ,घर/फ्लॅट नं: 706/3-सी, धीरज इनक्लेव्ह, बोरीवली पूर्व 66.

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

2) मयंक पराशर- - ,घर/फ्लॅट नं: बी-47/187, सहारा समोर, गोरेगाव प मुंबई.

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

प्रमाणित करण्यात येते कि या दस्तामध्ने  
एकूण ३०५५५.५६ पावले आत.  
बदर ३/६०३ /२००५

प्रमाणित क्रमांक १ क्रमांक वदर  
नोंदला  
दिनांक ०७/०२/०५

सह दुय्यम निबंधक कुर्ला-१  
मुंबई उपनगर जिल्हा.

जे. एस. तरे

दु. निबंधकाची सही  
कुर्ला १ (कुर्ला)

जे. एस. तरे

जे. एस. तरे

