

20/09/20



AGREEMENT FOR SALE

# BINDRA COMPLEX

ACCORD LAND DEVELOPERS PRIVATE LIMITED

बदर-१/

10RS.



000753

19 MAR 1998

19 MAR 1998

कबाला  
सहदुष्यम निबंधक कार्यालय,  
बांद्रा (पूर्व) परधानाधारक

दिनांक

सर्वधर्म, भीमराव शिंदे  
पाना न्यायालय मुद्रांक बांडाले.

*Shemach*  
मुद्रांक विक्रेता  
(सौ. सं. व. बरेली)

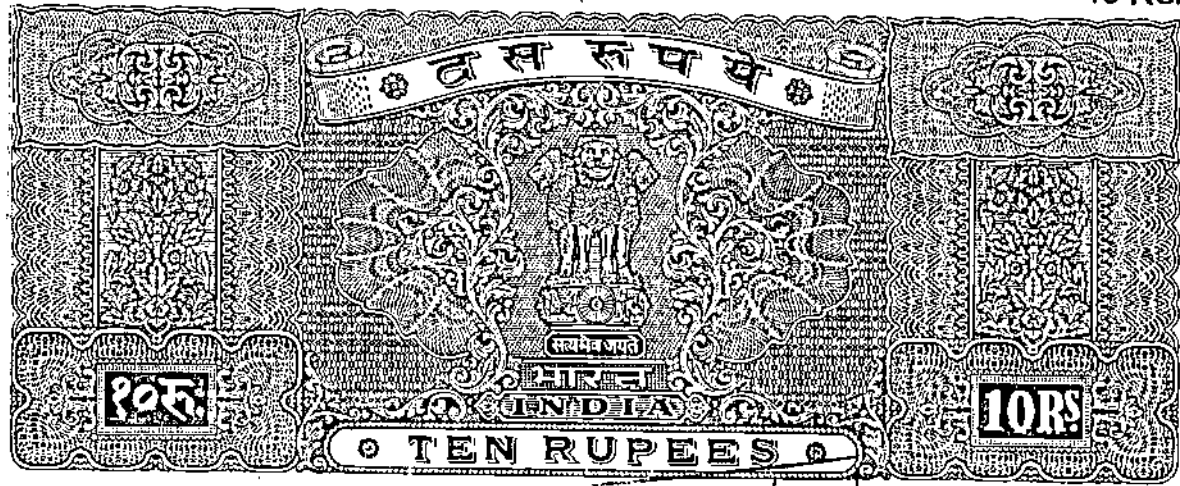
बदर-१/
११०२१६०
१११८

:DEED OF CONFIRMATION:

THIS DEED OF CONFIRMATION is made and entered into at MUMBAI on this 19th day of MARCH 1998, BY AND BETWEEN; M/s. ACCORD LAND DEVELOPERS PVT. LTD an Registered Company hereinafter called and referred to as the BUILDERS/VENDORS (which expression shall mean and include theirs executors, administrators, and assucessors) of the ONE PART; A N D ; DR. BHIMRAO DEVRAO DHONI & MRS. LATA BHIMRAO DHONI, both adults, Indian Inhabitants of Mumbai hereinafter called and referred to as the PURCHASERS (which expression shall mean and include their heirs, executors, administrators, and assigns) of the OTHER PART;

बदर-१/

10RS.



बदर-१/  
990e 2 80

19 MAY 1998

क्रमांक 000754

सहस्रद्वयम् निबंधक कार्यालय  
पांदा (पूर्व) परधानाधारक

दिनांक  
सर्वधी/की प्रती *Dr. Shrinivas O. Ohari*  
पंजीकृत/न्यायालय दुरांक माली

*Shande*  
दुरांक विक्रेता  
(मो. नं. ७. खेरावे)

..2..

WHEREAS the BUILDERS/VENDORS hereinabove have entered into an AGREEMENT FOR SALE with the PURCHASERS hereinabove in respect of Agreement dt. 25th MAY 1996, in respect of Flat No.302, On 3rd floor in Building No. C-I, Wing No.I of Bindra Complex, Andheri (E), Vill:Nondivita, Mumbai- 400 093, admeas ring 650 sq.ft.(Carpet area ) more particularly described in the schedule hereunder mentioned;

..3..

..2...

बदा-१/
११०० १३ १०
१९९८

AND WHEREAS the party/parties hereto above-named have failed to appear before the Sub-Registrar of Assurances, Bandra (East), Mumbai-400 051, within the time limit granted for the purpose of Registration of Document as per provisions of Section-4, of Maharashtra Ownership flats, (Regulations, of Promotion, Consturction, Sale, Management) Act, 1963, read with Indian Registration Act, 1908.

AND WHEREAS the parties/party PURCHASERS, hereinabove hereto had paid the stamp duty of Rs.46,840/- to the General Stamp Office, Mumbai.

AND WHEREAS the party/parties VENDORS & PURCHASERS by this DEED OF CONFIRMATION Confirm the said Agreement dated; 25th MAY 1996 . which is annexed and marked as EXHIBIT 'A'.

..3...

..5..

वदर-१/
७७०६१४८०
१९९६

: NOW THIS DEED WITNESSETH AS UNDER:

1. That the Confirming party/PURCHASERS & VENDORS herein entered into an Agreement for Sale with the vendor hereinabove mentioned; Mumbai, and failed to appear before the Sub-Registrar of Assurances, Bandra (East), Mumbai-51, Therefore today by this Deed of Confirmation the Confirming party/parties confirm this Agreement for Sale on the terms and conditions mentioned in the Agreement dt. 25th MAY 1996

2. That the Confirming party/PURCHASERS & VENDORS appear before the Sub-Registrar of Assurances, Bandra (E), Mumbai-400 051, with this Deed of Confirmation to register the said Agreement as it has been executed today and presented the same for Registration as per the Registration of Document Act, within the prescribed period of the said for purpose of Registration confirm the registration of this Deed.

..4...



बदर-१/  
१९९८

..१...

IN WITNESS WHEREOF the CONFIRMING PARTY/PARTIES,  
hereto have set and subscribed their/his/her  
respective hands, the day, month and year herein-  
above written.

: THE SCHEDULE OF PROPERTY :

Flat/Unit/Shop No. 302 On 3rd Floor,  
in BINDRA COMPLEX Building C-I Wing 'I'  
at Vill: Kandivita Andheri (E), Mumbai-400 093  
adm. 650 sq.ft. (Carpet) Tal: ANDHERI  
under the Registration District and Sub-District of  
Mumbai city and Mumbai Suburban.

SIGNED SEALED AND DELIVERED )  
by within named BUILDERS )  
M/s. ACCORD LAND DEVELOPERS )  
PVT. LTD. )  
in the presence of..... )  
BUILDERS/CONFIRMING PARTY

*Pratap Singh*

SIGNED SEALED AND DELIVERED )  
by within named PURCHASERS. )  
1. DR. BHIMRAO DEVRAO DHONI )  
& )  
2. MRS. LATA BHIMRAO DHOND )  
in the presence of..... )  
PURCHASER/CONFIRMING PARTY.

*[Signature]*

*[Signature]*

*[Signature]* Dr. Krishna V. Dhoni  
*[Signature]* Mr. Paranjit Singh



1/81  
 990E E-50  
 1992

23 MAR 1990  
 PER STATE BANK OF INDIA  
 RECEIVED PAYMENT FOR STATE BANK OF INDIA

बैंक द्वारा प्राप्त किया गया  
 बैंक खाते में जमा किया गया

बैंक खाते में जमा किया गया  
 बैंक द्वारा प्राप्त किया गया

बैंक खाते में जमा किया गया  
 बैंक द्वारा प्राप्त किया गया

बैंक खाते में जमा किया गया  
 बैंक द्वारा प्राप्त किया गया

बैंक खाते में जमा किया गया  
 बैंक द्वारा प्राप्त किया गया

बैंक खाते में जमा किया गया  
 बैंक द्वारा प्राप्त किया गया

बैंक खाते में जमा किया गया  
 बैंक द्वारा प्राप्त किया गया

बैंक खाते में जमा किया गया  
 बैंक द्वारा प्राप्त किया गया

बैंक खाते में जमा किया गया  
 बैंक द्वारा प्राप्त किया गया

बैंक खाते में जमा किया गया  
 बैंक द्वारा प्राप्त किया गया

बैंक खाते में जमा किया गया  
 बैंक द्वारा प्राप्त किया गया

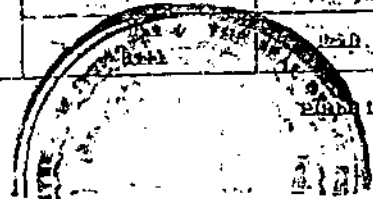
बैंक खाते में जमा किया गया  
 बैंक द्वारा प्राप्त किया गया

बैंक खाते में जमा किया गया  
 बैंक द्वारा प्राप्त किया गया

बैंक खाते में जमा किया गया  
 बैंक द्वारा प्राप्त किया गया

<p>1. Name of the person (in Hindi)</p> <p>2. Address (in Hindi)</p> <p>3. Date of birth (in Hindi)</p> <p>4. Occupation (in Hindi)</p> <p>5. Signature (in Hindi)</p>			
	008/41		
			1218
	008/41	8/41	001

99021830  
 8/1



1218

1218



12345 67890 12345

12345 67890 12345

12345 67890

12345 67890

12345 67890 12345  
12345 67890 12345

12345 67890 12345 67890

12345 67890 12345 67890

12345 67890

12345 67890

12345 67890

12345 67890

12345 67890

12345 67890

12345 67890 12345 67890  
12345 67890 12345 67890

12345 67890 12345 67890

12345 67890 12345 67890  
12345 67890 12345 67890

12345 67890 12345 67890

12345 67890 12345 67890

12345 67890

12345 67890

12345 67890

12345 67890

12345 67890

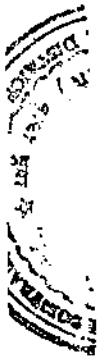
12345 67890

12345
67890
12345
67890
12345
67890
12345
67890
12345
67890

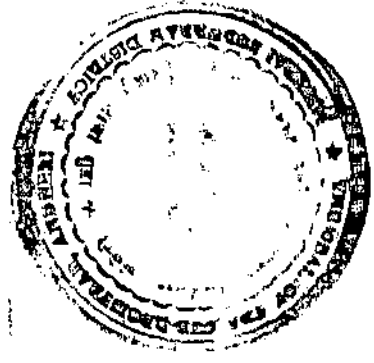
12345 67890 12345 67890

12345 67890





873-99066  
 20/5/12  
 20/5/12  
 20/5/12



20/5/12
873-99066
20/5/12

Impounded under Section 33 of  
Bombay Stamp Act, 1958

Dy. Inspector General of Registration  
and Dy. Controller of stamps.

Mumbai

M.V.ES. 14,43,000

वदर-१/	
9900	90/80

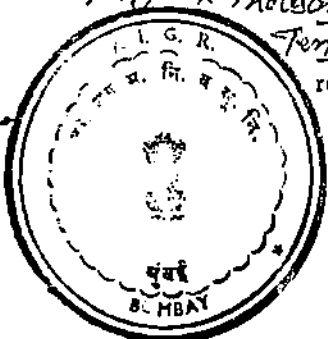
Office of The Dy. Inspector General of Registration

And Dy. Controller of Stamps Bombay

1228/97-98

Certified that under Section 41 of the Bombay  
Stamp Act 1958, that the proper Stamp duty Rupees 46840/-

Forty six Thousand eight Hundred forty only  
and Penalty Rupees 10310/-  
Ten Thousand Three Hundred Ten only  
have been paid in  
respect of the instrument vide chalan No. SAH dt 21/2/98  
R/32

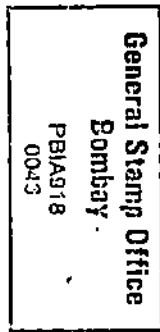


Collector 21/2/98

Subject to the provisions of Section 83 A  
AGREEMENT FOR SALE

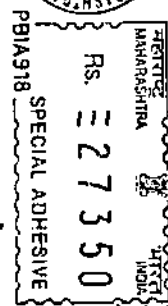
THIS AGREEMENT made at Bombay on this 25<sup>th</sup> day of  
MAY in the Christian Year One Thousand Nine  
Hundred Ninety SIX BETWEEN M/S. ACCORD LAND DEVELOPERS  
PRIVATE LIMITED, a registered Company incorporated under the  
Companies Act, 1956 and having its Registered Office at 3,  
Dhan Laxmi, Mahakali Road, Andheri (East), Bombay 400 093,  
hereinafter called 'the Builders' (which expression shall  
unless it be repugnant to the context or meaning thereof be  
deemed to mean and include its Successors and Assigns) of  
the One Part, and MR./MRS./M/S. DR. BHIMRAO DEVENA  
DHONI & Man Lata BHIMRAO DHONI

Handwritten signature/initials



hereinafter called 'the Purchaser' (which expression shall  
unless it be repugnant to the context or meaning thereof be  
deemed to mean and include in relation to the Company duly  
incorporated under the Companies Act its successors and  
permitted assigns; in relation to Partnership firm person/s  
from time to time constituting the said firm and those who  
may be admitted to such Partnership hereinafter and their  
heirs, executors, administrators and permitted assign legal  
representatives; in relation to sole proprietary concern it  
shall include its sole Proprietor and his heirs, executors,  
administrators and permitted assigns, in relation to  
individual it shall include him/her his/her  
executors, administrators and permitted assigns)  
Other Part.

G. M. Patel  
Registrar  
Stamp Office, Bombay



Handwritten signature/initials

वदर-१/
११०८ ११/६०
१२२८

W H E R E A S

- I) By virtue of Conveyance dated 27th December, 1995 made between Shri Prakash Harivallabhdas Shroff and Shri Vasant Harivallabhdas Shroff therein called the Vendors of the First Part. Mr. P. S. Bindra and Mr. Asoo Nihalani therein called the confirming parties of the Second Part and The ACCORD LAND DEVELOPERS PRIVATE LIMITED the Builders herein therein called the Purchasers of the Third Part and lodged for Registration with sub-registrar of Bandra/Andheri under Sr. No. BDR-1/4127/95 on 27th December, 1995 the Vendors therein did convey transfer and assure unto the Builders herein and the confirming Parties did confirm all that piece or parcel of land together with hutments, tenements and structures standing thereon situate, lying and being at Village Kondivita, Taluka Andheri and more particularly described in the Schedule hereunder written and hereinafter referred to "as the said property" for the consideration and on the covenants and conditions therein recorded.
- II) The Additional Collector and Competent Authority, ULC, Greater Bombay, by its Order bearing No. C/ULC/D III/22/Slum/5665 dated 29th July, 1995 granted permission for redevelopment of the said property on the terms and conditions therein recorded. Hereto annexed and marked as Annexure 'A' is the copy of the said Order dated 29th July, 1995.
- III) The Dy. City Engineer Slum improvements by their letter of intent bearing No. Dy.CE/SI/8222 dated 12th December, 1995 permitted Slum Re-development under D.C. Regulation 33 (10) for Greater Bombay 1991 on the terms and conditions therein recorded. Hereto annexed and marked Annexure "B" is a copy of the said letter dated 12th December, 1995.

*[Handwritten signature]*  
११/१२/९५



*[Handwritten notes and stamps on the right margin, including a circular stamp and some illegible text.]*

बदा-१/  
११०९ १२/६०  
११९

3

IV) The Municipal Corporation of Greater Bombay has sanctioned the Plan for construction of the Building on the said property and issued their IOD bearing No. DYCE/SI/118/SRD/BP/KE dated 23rd December, and a Commencement Certificate bearing No. \_\_\_\_\_ dated \_\_\_\_\_. Hereto annexed and marked as Annexures 'C' and 'D' are the copies of the said IOD and the Commencement Certificate, respectively.

V) That the said property described in the Schedule hereunder written stands in the name of Harivallabhdas Shroff, Vasant K. Shroff and Prakash K. Shroff in the Revenue Records as the same is evidenced from the City Survey Extract, copies whereof are hereto annexed and collectively marked as Annexure 'E'.



*Handwritten signature and text in Marathi.*

VI) The Builders have intimated to the Purchaser and the Purchaser is aware that the Builders will develop the said property described in the Schedule hereunder written as per the plans with such modifications thereto as the Builders may from time to time determine and as may be approved by the concerned authorities and the programme of such phase development will be determined by the Builders absolutely on their own discretion.

VII) The title of the said property described in the Schedule hereunder written has been investigated by Mehta & Co., Advocates and Solicitors, who has issued their Certificate which has been inspected by the Purchaser, a copy whereof is hereto annexed as Annexure 'F'.

VIII) The Builders would be developing the said property which is more particularly described in the Schedule hereunder written by constructing separate Buildings and/or wings for residential and commercial use and further sub-division of the aforesaid property is not contemplated. Though the Buildings on the said

बदर-१/  
११०६ १३६०  
१९९६

4

property are to be constructed with separate wings the entire area comprising the said property described in the Schedule hereunder written is to be developed as integrated project in view of the common infrastructure to be provided thereon.

IX) The Builders have informed the Purchaser and the Purchaser is aware that though the Builders may execute separate Conveyance/s in respect of one or more Buildings to be constructed on the said property by the Builders in favour of one or more Co-operative Society to be formed for the purpose, all such Co-operative Societies shall if so required by the Builders become members of an apex organisation for the purpose of maintenance of various facilities which shall be common to the entire area comprising of the said property and such apex bodies shall share the expenses respect of such facilities.

X) The Builders have given separate names and/or numbers to the Buildings being constructed by them as aforesaid.

XII) The Builders have also entered into standard Agreement with Architect Sudhir B. Trivedi & Associates Registered with the Council of Architect and such Agreement is as per the Agreement prescribed by the Council of Architects.

XIII) By virtue of the aforesaid documents and the various permission mentioned hereinabove the Builders are entitled to develop the said property more particularly described in the Schedule hereunder written and sell and or otherwise dispose off on what is known as Ownership basis, the flats/shops/offices/showroom/row houses to be constructed on the said property and/or the spaces in such Buildings and to receive all proceeds from such sale or disposal on their own account and for their own benefit.

*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*



*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*

बदर-१/
११०८ १४६०
१९९८

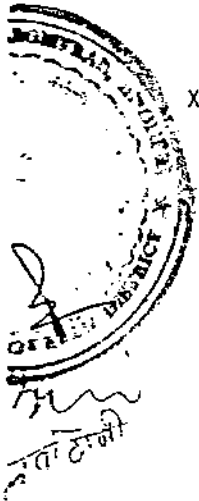
5

XIV) That the portion of the said property is likely to be used for installation of electric sub station.

XV) The Purchaser demanded from the Builders and the Builders have given to the Purchaser inspection of all the originals of the lay-out plans and the sanctioned Building plans, certified true copy of all the title deeds relating to the said property including all the orders mentioned hereinabove and such other documents as are prescribed by the Maharashtra Ownership Flat Act and the rules and regulation made therein and the Purchaser doth hereby confirm the same.

XVI) The Builders are developing the said property and selling the flats/shops/offices/showroom/row houses/garages/units and other spaces in the said building on what is known as Ownership basis with a view ultimately that the buyers of all the flats/shops/offices/showroom/row house/garages and space in the said Building or Buildings should firm themselves into a Co-operative Society or Societies duly Registered under the Maharashtra Co-operative Societies Act, 1960 or ultimately become member of such Society or they should incorporate the limited Companies with themselves as shareholders and upon the Purchasers of all the flats/shops/offices/showroom/row houses/garages and other spaces in the said Building or Buildings paying in full all the respective dues payable to the Builder and on their complying with all the terms and conditions of the respective Agreement in a form similar to this Agreement, the Builders shall execute Conveyance in favour of such Co-operative Society or Societies or limited Company or Companies as the case may be.

XVII) The Purchaser has agreed to acquire from the Builder flat/shop/office/showroom premises No. 301 (302)



[Handwritten mark]

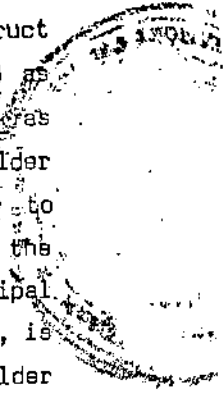
बदर-१/  
११०२/४/६०  
१९९८

*[Handwritten signature]*  
मना होवा

on the 3rd floor of the Building No. CF on ward  
the said property to be named as \_\_\_\_\_ and/or  
garage with open/covered car parking space under  
stilts No. NIL on the compound of the said  
Building hereinafter referred to "as the said  
premises" with full notice of the terms, conditions  
and provisions contained in the documents hereinabove  
and subject to the terms and conditions hereinafter  
appearing.

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

1. The Builder shall under normal conditions construct  
and/or complete the said Building Complex to be named as  
BINDRA COMPLEX and the Building named \_\_\_\_\_ as  
per the aforesaid sanctioned Building Plans. The Builder  
agrees that it shall be the liability of the Builder to  
construct and complete the said Building according to the  
plans and specifications approved by the Bombay Municipal  
Corporation. The said Building, as sanctioned at present, is  
to consist of ground and six upper floors. If the Builder  
decides to vary/amend the said sanctioned plan and if the  
Bombay Municipal Corporation permits construction of  
additional floor/s and/or amendment to the said sanctioned  
Building plans, then in such event, the Builders alone shall  
be entitled to and shall construct such additional floor as  
per such revised Building plans. The Purchaser hereby  
expressly consents to the same, so long as the total area of  
the premises and the specifications, amenities, fixtures and  
fittings are not reduced. This consent shall be considered  
to be the Purchaser's consent contemplated by Section 7(1)  
(i) (ii) of the said Act.



*[Handwritten signature]*  
मना होवा

2. The Purchaser hereby agrees to acquire the said  
premises being flat/shop/office/showroom/other premises No.  
308 (302) on 3rd floor of the Building  
No. CF to be named as \_\_\_\_\_ on the  
said property and/or garage/open/covered car parking

*[Handwritten signature]*  
मना होवा

*[Handwritten signature]*  
मना होवा



बदर-१/  
9900 B.E.E.  
१९९

space No. NIL or under stilt No. NIL shown on the plant hereto annexed as Annexure 'G' which is as per the sanctioned Building plans at or for the price of Rs. 12,15,000/- (Rupees Twelve Lacs Fifteen thousand only). The carpet area of the said premises shall be 650 sq. ft. and such area is inclusive of the balcony if any. The aforesaid price of the said premises is inclusive of a sum of Rs. NIL as the proportionate price of the common areas and facilities and limited common areas and facilities.

3. The Purchaser agrees to pay to the Builders the said consideration or purchase price of Rs. 12,15,000/- (Rupees Twelve Lacs Fifteen thousand only) as under :-

(a) Rs. 1,46,500/- (Rupees One Lac Forty six thousand five hundred only) as earnest money being 15% of the total price on or before execution of this Agreement;

(b) Rs. 1,21,500/- (Rupees One Lac twenty one thousand five hundred only) being 10% of the total price at the time of commencement of plinth.

(c) Rs. 2,45,000/- (Rupees Two Lacs forty five thousand only) being 20% of the total price to be divided into number of slabs and each instalment thereof to be paid at the time of casting of such slab.

(d) Rs. 80,000/- (Rupees Eighty five thousand fifty only)

Handwritten signatures and notes on the left margin, including the name 'मिनि टोपी'.

Handwritten signature and note 'मिनि टोपी'.

Handwritten signature and note 'मिनि टोपी'.

4. If the purchaser commits default in payment of any of the instalments aforesaid on their respective due dates (time being the essence of the contract) and/or in observing and performing any of the terms and conditions of this

occupation.  
 premises being offered for  
 within seven days of the said  
 being 14% of the total price  
~~Rs. 1,70,000/-~~ (Rupess One Lakh Seventy

*Handwritten signature*

fitting and plumbing.  
 on completion of sanitary  
 being 10% of the total price  
~~Rs. 1,21,500/-~~ (Rupess One Lakh Twenty

(h) Rs. 1,21,500/-

*Handwritten signature*

ing.  
 internal and external plaster-  
 the time of completion of  
 being 7% of the total price at  
~~Rs. 85,500/-~~ (Rupess Eighty Five

(g) Rs. 85,500/-

*Handwritten signature*

the commencement of floor in  
 being 7% of the total price on  
~~Rs. 85,500/-~~ (Rupess Eighty Five

(f) Rs. 85,500/-

*Handwritten signature*

windows.  
 on fitting of doors and  
 being 10% of the total price  
~~Rs. 1,24,500/-~~ (Rupess One Lakh Twenty

(e) Rs. 1,24,500/-

*Handwritten signature*

tion of walls.  
 the commencement of construct-  
 being 7% of the total price on

9900 9900  
 1-1-22

बदल - 1/2  
9900 1980  
1998

9

Agreement and if the default continues inspite of 15 days notice to be sent by the Builders to the Purchaser the Builders shall be at liberty to terminate this Agreement, in which event, the said deposit or earnest money paid by the Purchaser to the Builders shall stand forfeited. The Builders shall, however, on such termination, refund to the Purchaser the instalments of part payment, if any, which may have till then been paid by the Purchaser to the Builders, but without any further amount by way of interest or otherwise. On the Builders terminating this Agreement under this clause, they shall be at liberty to sell and dispose off the said premises to any other person as the Builders deem fit, at such price as the Builders may determine and the Purchaser shall not be entitled to question such sale or to claim any amount from the Builders.

5. Without prejudice to Builder's other rights under this Agreement and/or in law the Purchaser shall be liable, at the option of the Builders to pay to the Builders interest at the rate of 21% (Twenty One Percent) per annum on all amounts due and payable by the Purchaser under this Agreement, if any such amount remains unpaid for seven days or more after becoming due.

6. The parties hereto shall file form 37-I under Chapter XXC of the Income Tax Act, 1961 if applicable within 15 days from the date hereof and this Agreement shall be subject to the permission being granted by the appropriate authority under Chapter XXC of the Income Tax Act, 1961.


7. Possession of the said premises shall be delivered to the Purchaser after the said premises are ready for use and occupation PROVIDED all the amounts due and payable by the Purchaser under this Agreement are paid to the Builders and simultaneously with the execution of the deed of Transfer as provided hereinafter. The Purchaser shall take possession of the said premises within seven days of the Builders giving written notice to the Purchaser intimating that the said premises are ready for use and occupation.

बदर-१/  
११०२८२६०  
१११



10

(a) When the Possession of the said premises shall be delivered by the Builders to the Purchaser simultaneously therewith the necessary deed of Transfer shall be executed. If however for any reason, the deed of transfer is delayed the Purchaser shall nevertheless pay the full balance purchase price on completion of construction of the said premises and outgoing if any after executing a supplemental writing and the Purchaser pay full stamp duty and registration charges, if any, payable thereon.

(b) The Builders shall not incur any liability if they are unable to deliver possession of the said premises by the aforesaid date, if the completion of the project is delayed, by reason of non-availability of steel and/or cement or other Building materials or water supply or electric power or by reason of war, civil commotion or any act of God or if non-delivery of possession is as a result of any notice, order, rule or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the Builders and in any of the aforesaid events the Builders shall be entitled to reasonable extension of time for delivery of possession of the said premises.

  
श्री  
मंगल देवी

8. If for any reason the Builders are unable or fail to give possession of the said premises to the Purchaser within the date specified in clause (7) above or within any further date or dates agreed to by and between the parties hereto, then and in such case, the Purchaser shall be entitled to give notice to the Builders terminating the Agreement, in which event the Builders shall within two weeks from the receipt of such notice refund to the Purchaser the aforesaid amount of deposit and the further amounts if any, that may have been received by the Builders from the Purchaser as

  
  
१११

बदर-१/

११०६ २०/६०

१९९६

11

installments in part-payment in respect of the said premises as well as simple interest on such amount at the rate of 9% per annum from the date of receipt till repayment. The Builders shall also pay to the Purchaser a sum of Rs.5,000/- (Rupees Five Thousand only) as liquidated damages in respect of such termination. Neither party shall have any other claim against the other in respect of the said premises or arising out of this Agreement and the Builders shall be at liberty to sell and dispose off the said premises to any other person at such price and upon such terms and conditions as the Builders may deem fit. If as a result of any legislative order or regulation or direction of the Government or public authorities, the Builders are unable to complete the aforesaid Building and/or the give possession of the said premises to the Purchaser, the only responsibility and liability of the Builders will be to pay over to the Purchaser and the several other persons who have purchased or who may purchase hereafter the flats/shops/offices/premises and other portions in the said Building, the total amount (attributable to the said flats/shops/offices/premises) that may be received by the Builders within such time and in such manner as may be decided by the Builders and save as aforesaid neither party shall have any right or claim against the other under or in relation to this Agreement or otherwise howsoever.

9. Upon possession of the said premises being delivered to the Purchaser as aforesaid he/she shall be entitled to the use and occupation of the said premises. Upon the Purchaser taking possession of the said premises he/she shall have no claim against the Builders in respect of any items of work in the said premises which may be alleged not to have been carried out or completed. The only liability of the Builders shall be the statutory liability under Section 7(2) of the said Act.

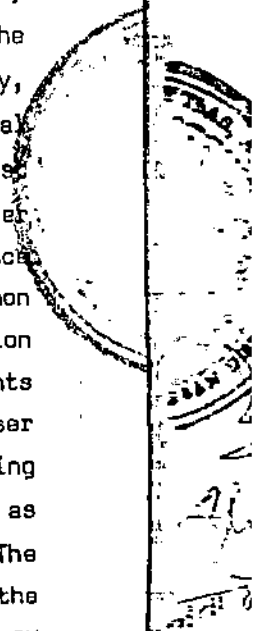
SEAL AND SIGNATURE  
नि ६०११

बदर-१/
३१०९ २९/६०
१९९६

10. Commencing a week after notice is given by the Builders to the Purchaser that the said premises are ready for use and occupation, the Purchaser shall be liable to bear and pay all taxes and charges for electricity and other services and the outgoings payable in respect of the premises mentioned in clause (11) hereof.

11. The Purchaser agrees and binds himself/herself to pay regularly every month by the 5th of each month to the Builders until the Conveyance of the said property is executed in favour of a Co-operative Society or a Limited Company as aforesaid and thereafter to the aforesaid Co-operative Society or the Limited Company, as the case may be, (a) the proportionate share that may be decided by the Builders or the Co-operative Society or the Limited Company, as the case may be, (b) Insurance Premium, (c) all Municipal and other taxes that may from time to time be levied against the land and/or Building/s including water taxes and water charges, lease rent, etc. (d) outgoings for the maintenance and management of the estate and the amenities, common access common lights and other outgoings such as collection charges for watchmen, sweeper and maintenance of accounts incurred in connection with the said property. The Purchaser shall keep deposited with the Builders at the time of taking possession of the said premises, a sum of Rs.5,000/- as deposit towards the aforesaid expenses and outgoings. The Purchaser shall also keep deposited with the Builders at the time of taking possession a sum of Rs.2,500/- as share money and application entrance fee and other incidental to the formation and registration of co-operative Housing Society or Limited Company as the case may be and shall also pay a lumpsum of Rs.1,500/- towards legal expenses incurred and to be incurred and a sum of Rs.1,000/- towards deposit in respect of water and electric meter payable to the public Authorities. The said sums of Rs.2,500/-, Rs.5,000/- and Rs.1,000/- shall not carry interest and will remain with the Builders until the Conveyance is executed in favour of a

*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*



बदर-१/	
११०८	१२१६०
१११८	

13

Co-operative Society or Limited Company as aforesaid and on such Conveyance being executed, the aforesaid deposits (less deductions, if any), shall be paid over to the Co-operative Society or the Limited Company, as the case may be.

12. The Purchaser shall not use the said premises for any purpose other than purpose for which the plans are sanctioned.

13. The Purchaser shall maintain the front elevation and the side and rear elevation of the said premises, in the same form as the Builders construct and not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the Builders.

14. The fixtures, fittings and amenities to be provided in the said premises and the materials to be used in the construction of the said Building and the specifications of the said Building are those as set out in Annexure 'H' hereto and the Purchaser has satisfied himself/herself about the design of the said premises and also about the specifications and amenities to be provided therein.

15. It is specifically agreed between the parties hereto that the Purchaser has inspected the said premises and this ascertained that the work is in progress and the premises is not yet ready for use and occupation and that possession of the said premises is not transferred to the Purchaser before the execution or at the time of the execution or after the execution of this Agreement without executing the Conveyance in respect thereof and hence Article 25 of the Bombay Stamp Act, 1958 is not applicable to this Agreement.

16. The Purchaser shall from the date of possession maintain the said premises at his/her cost in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said premises and/or common passages or the compound which may be against the rules or bye-laws of the Bombay Municipal Corporation or any other authority.



Registrar of Cooperative Societies  
Mumbai  
Date: 21/11/58

बदर-१/
99ce 23/60
1996

17. Provided it does not in any way effect or prejudice the right of the Purchaser in respect of the said premises, the Builders shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said property and/or in the Building to be constructed thereon.

18. The Purchaser shall have no claim whatsoever except in respect of the particular flat/shop/office/premise/space hereby agreed to be acquired. All open spaces, unallotted shops/offices/premises and other spaces etc., will remain the property of the Builders until the property with the said Building/s are transferred to the Co-operative Society or a Limited Company as herein mentioned but even then subject to the rights of the Builders under this Agreement.

19. Nothing contained in these presents is interested to be nor shall be constructed to be a grant, demise or assignment in law of the said premises of the land, hereditaments and premises or any part thereof or of the said Building thereon or any part thereof.

20. The Purchaser shall not let, sublet, sell, transfer, assign or part with the said flat/shop/office/premises and/or his/her interest under or benefit of this Agreement or part with possession of the premises until he/she obtains the previous consent in writing of the Builders. Any default on part of the Purchaser shall make this Agreement null and void.

21. The Purchaser and the persons to whom the said premises are let, sublet, transferred, assigned, given possession of, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Builders and/or the Co-operative Society and/or the Limited Company (as the case may be) may be required for safeguarding the interest of the Builders and/or of the Purchaser in the said Building.

*[Handwritten signature]*  
माल देवरा

*[Handwritten signature]*  
माल देवरा

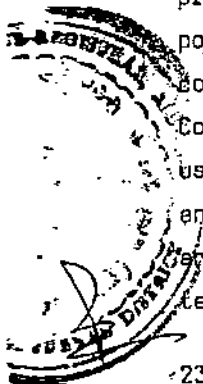


बदर-१/  
११०८/२०/६  
१९९८

15

22. The Purchaser and the persons to whom the said premises are let, sublet, transferred, assigned or given possession of shall observe and perform all the bye-laws and/or the rules and the regulations which the Co-operative Society at registration may adopt and all the provisions of the Memorandum and Articles of Association of the Limited Company when incorporated and the additions, alterations or amendments thereof for protection and maintenance of the said Building and the premises therein and/or in the compound and for the observance and carrying out of the Building rules and regulations and the bye-laws for the time being of the Bombay Municipal Corporation and other public bodies. The Purchaser and the persons to whom the said premises are let, sublet, transferred, assigned or given possession, shall observe and perform all stipulations and conditions laid down by such Co-operative Society or Limited Company, as the case may be, regarding the occupation and use of the Building and the premises therein and shall pay and contribute regularly and punctually towards the taxes and/or expenses and other outgoings in accordance with the terms of this Agreement.

23. The Purchaser hereby agrees and undertakes to be a member of the Co-operative Society or Limited Company to be formed in the manner herein and also from time to time to sign and execute all applications for registration and for membership and other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Builders the same within 10 (Ten) days of the said being intimated by the Builders to 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 Co-operative Societies or the Registrar of the Companies, as the case may be or any other competent authority. The Purchaser shall be bound from time to time to sign all the papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time for



Handwritten signature and text in Hindi: "अना हाजी"


बदर-१/
११०२ Py/Eo
१९९६

16

safeguarding the interest of the Builders and of the other Purchaser of the other shops/offices/premises in the Building.

24. The Purchaser hereby consent, that from the date of possession, he/she shall keep the said premises, the walls and partition walls, sewers, drains, pipes and appurtenances, thereto belonging in good tenantable repair and conditions and shall abide by all the bye-laws, rules and regulations of the Government, Bombay Municipal Corporation, or the B.S.E.S. and any other authorities and local Bodies and shall attend to answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.

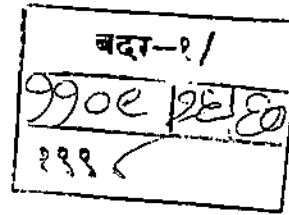
25. On the completion of the said Building/s the Builders shall Co-operate with the Purchaser in forming, registering or incorporating a Co-operative Society or a Limited Company the rights of member of the Co-operative Society or of the Limited Company, as the case may be, being subject to the rights of the Builders under this Agreement and the Conveyance to be executed in pursuance hereof. When the Co-operative Society or Limited Company is registered or incorporated, as the case may be and when all the amounts due and payable to the Builders in respect of all the flats and other premises in the Building/s are paid in full as aforesaid, the Builders shall (subject to their obtaining the permission under the law and rules and regulations) execute the necessary conveyance of the said property or any part thereof (to the extent as may be permitted by the authorities) without being liable for any compensation whatsoever, together with the Building in favour of such Co-operative Society or Limited Company as the case may be. The Purchaser shall not raise any objection and/or claim any compensation therefore. Such Conveyance shall be in respect of the said property together with the Building and structures then standing thereon.

  
शुभ  
मता दत्त

10/11/96

10/11/96

10/11/96



26. The Society/Corporate Body shall incorporate the name of Bindra Complex and the name of the said Building and the same will not be changed under any circumstances without obtaining written permission of the Builders.

27. In the event of the Society or Limited Company being formed and registered before the sale and disposal by the Builders of the flats and other premises in the Building the power and authority of the Society or Limited Company so formed or of the Purchaser and the Purchasers of the other flats in the Building shall be subject to the over-all authority and control of the Builders in respect of any of the matters concerning the said Building, the construction and completion thereof and all amenities pertaining to the same and in particular the Builders shall have absolute authority and control as regards the unsold flats and other premises and the disposal thereof. The Builders shall be liable to pay only the Municipal taxes, at actuals, in respect of the unsold flats/shops/offices/premises and other premises. In case the Conveyance is executed in favour of the Co-operative Society or a Limited Company as the case may be, before the disposal by the Builders of all shops/offices/premises and other premises, then and in such case, the Builders shall join in as the Promoter/Member in respect of such unsold premises and as and when such premises are sold to the persons of their choice and at the discretion of the Builders, the Co-operative Society or the Limited Company as the case may be, shall admit as members the Purchasers of such premises without charging any premium or any other extra payment.

28. Advocates of the Builders, shall prepare and/or approve, as the case may be, the Conveyance and all other documents to be executed in pursuance of the Agreement as also the bye-laws or the Memorandum of Articles of Association in connection with the formation, registration and/or incorporation of the Co-operative Society or the



Handwritten signature and name in Hindi:   
 श्री. राजेश कुमार  
 जिला दफ्तर

बदर-१/  
११०६/१०/६०  
१११८

18

Limited Company, as the case may be. All costs, charges and expenses, including stamp duty, registration charges and expenses in connection with the preparation and execution of the Conveyance and other documents and formation and registration of the Co-operative Society or the Limited Company as the case may be, shall be borne, shared and paid by all the Purchasers of the said Building in proportion to the respective area of their respective flat/shop/office/premises and/or paid by such Co-operative Society or the Limited Company.

29. The deposits that may be demanded by or paid to the Bombay Municipal Corporation for the purpose of sanctioning the plans and/or issuing the Commencement Certificate and/or Occupation Certificate and/or Building Completion Certificate and for giving water connection to the said Building shall be payable by all the Purchasers of the said Building in proportion to the respective purchase price of their respective flats/shops/offices/premises and other premises the amount of the same to be determined by the Builders. The Purchaser agrees to pay to the Builders within seven days of demand, such proportionate share of the Purchaser of such deposit.

30. If at any time any development and/or betterment charges or other levy and/or taxes are or is charged, levied or sought to be recovered by the Bombay Municipal Corporation, Government and/or or other Public Authority in respect of the said property and/or building to be constructed thereon the same shall be borne and paid by all the Purchaser in proportion of the respective area of their respective flats/shops/offices/premises.

31. The Purchaser agrees and binds himself to pay to the Builders his/her provisional monthly contribution of Rs. \_\_\_\_\_ per month towards the aforesaid outgoings (referred to in clause 11 above) from the date as provided

*[Handwritten signature]*  
मना देगी

*[Handwritten signature]*  
मना दे

2017-18  
2902 2018  
188

hereinabove and payable every month regularly in advance till such time as the said property is transferred to Co-operative Society or a Limited Company as the case may be and he/she shall not withhold the same for any reason whatsoever.

32. 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 prepaid post under certificate of posting at his/her address specified below address :-

Dr. Bhimrao Shani  
3/144 Bhawan Nagan  
Bardol (East) MUMBAI - 400051

33. The Purchaser hereby gives his/her express consent to the Builders to raise any loan against the said property and the Building under construction more particularly described in the Schedule hereunder written and to mortgage the same with any Bank or Banks or any other party. This consent is on the express understanding that any such loan/liability shall be cleared by the Builders at their expenses before the said premises are handed over to the Purchaser.

34. It shall be at the discretion of the Builders to decide whether a Co-operative Society should be got registered or a Limited Company should be got incorporated or Association of Apartment Owner to be formed. On the Builders making its decision as aforesaid, the Purchaser and the other persons who have acquired flats/shops/offices/premises shall be required to sign all forms, applications, papers, deeds and documents etc., as may be reasonably required to carry out such decision and to effect a proper Conveyance of the property with the Building and structures, as the case may be.

35. It shall be the option of the Builders either to have one Co-operative Society or Limited Company in respect of

बदर-१/  
११०६/११/६०  
२२३६

20

all the new multi-storeyed Buildings to be constructed by the Builders on the said land described in the Schedule hereunder written and to convey the said land described in the Schedule hereunder written to such Co-operative Society or Limited Company or to have separate Co-operative Societies or Limited Companies or other Corporate body/bodies in respect of the different new multi-storeyed Building/s to be constructed by the Builders or in respect of groups of such new Buildings, in which event, such Building or group of Building together with the land appurtenant thereto (to the extent and of the dimensions as may be decided upon the Builders) shall be conveyed by the Builders in favour of the separate Co-operative Societies or Limited Companies or other Co-operative Body/Bodies, as the case may be, with adequate means of access (internal road) to each of such Buildings with provision for maintenance and repairs by the Societies/Limited Companies or other group or body/bodies concerned, of the water tanks, water and other pipes, amenities and giving access to the respective Buildings. The other provisions contained in this Agreement and Conveyance of such Building/s and land shall be subject to the provisions of this clause.

*[Handwritten signature]*  
महेश चव्हाण

36. The Purchaser shall permit the Builders and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and conditions thereof and the Purchaser shall make good within three months of the Builders giving a notice, all defects and repair of which such notice in writing shall be given by the Builders to the Purchaser and also for the purpose of repairing any part of the Building and for the purpose of making, repairing, maintaining, re-building, cleaning, lighting and keeping in order and condition all services, drains, pipes, cables, water-courses, gutters, wires, partition walls or structure or other conveniences belonging to or servicing or used for the said Building and

990E		30/8
1996		

also for the purpose of laying, maintaining, repairing and testing drainage and water-pipes and electric wires and cables and for similar other purposes and for all other purposes contemplated by this Agreement.

37. The Builders have the exclusive rights to sell and or admit members in such terms and conditions as Builders may deem fit for any earmarked open car parking space/open garden/club House/Swimming Pool/Temple/School appurtenant land to any Purchaser and to receive the consideration therefore. Such open car parking space/open gardens/appurtenant land will form part of the restricted area attached to the premises sold to Purchaser and other Purchasers will raise no objection whatsoever.

38. It is clearly understood and agreed by and between the parties hereto that the Builders shall have the unqualified and unfettered rights to sell on ownership basis to anyone of their choice, the terrace above the top floor of the said Building subject to the necessary means of access to be permitted for such purposes so as to reach the water tanks and lift room/s of the Building/s and subject to the provisions hereof. The Purchaser/s of such terrace/s shall be entitled to make use of the same for all purposes whatsoever, as permissible by law. However, such Purchasers shall not be at liberty to enclose or cover the said terrace without the written permission of the Builders and/or the Society as the case may be and/or the Bombay Municipal Corporation.

39. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space in front of or adjacent to the flats/shops/offices/premises in the said Buildings, if any, shall belong exclusively to the respective purchaser of such premises and such terrace spaces are intended for the exclusive use of the respective Purchasers. The said terrace spaces shall remain open to sky until and unless permission is obtained in writing by the Purchaser from the Builders and/or the Co-operative Society, as the case may be and from the Bombay Municipal Corporation.

घदर-१/
११०६/११/६०
१११५

40. So long as the area of the said premises (agreed to be acquired by the Purchaser from the Builders) is not altered and the specification and amenities set out in the Annexure 'H' hereto, the Builders shall be at liberty (and are hereby permitted) to make variations in the layout elevation of the said property and/or varying the location of the access of the said Building, as the exigencies of the situation and the circumstances of the case may require. The Purchaser expressly hereby consents to all such variations.

41. The Builders have informed the Purchaser and the Purchaser is aware that at any time prior to or even after the execution of Conveyance the Builders will be entitled to construct additional wings and/or floors in the said Building or separate Building by utilising the additional FSI on account of TDR as may be available to the Builders as per the new Development Control Regulations published in 1990 as also such further FSI or any additional FSI which may increase and as may be available under the other provisions of the said Regulations without any rebate to the Purchaser. The Builders will, therefore, from time to time vary, amend and/or alter the said Building plans. The Purchaser hereby irrevocably agrees and gives his/her consent to the Builders carrying out amendments, alterations, modifications and/or variations in the said Building plans and carrying out such additional construction on or in respect of the said Building. The Purchaser has hereby given his/her express consent to the Builders for the same and shall not raise any objections provided, however, the area of the units hereby agreed to be sold does not decrease.

*[Handwritten signature]*  
*[Handwritten signature]*  
मि. टी. टी.

42. The Builders shall have a first lien and charge on the said premises agreed to be acquired by the Purchaser in respect of any amount payable by the Purchaser to the Builders under the terms and conditions of this Agreement.

43. The Purchaser hereby agrees with the Builder not to change any part or portion of the flat/shop/office/premises



बदर-१/  
११०८/३२६०  
१९९८

or to be altered or to be demolished any part of the Building or his flat/shop/office/premises without the written consent of the Builder.

44. The Purchaser shall lodge this Agreement with the Sub-Registrar of Assurances within two months from the date hereof and intimate to the Builders within 7 days after lodging the particulars of the number and the sub-registry in which the Agreement is lodged for registration.

45. Any delay or indulgence by the Builders in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser shall not be considered as a waiver on the part of the Builders of any breach or non-compliance of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the remedies of the Builders.

46. All costs, charges and expenses including stamp-duty and Registration charges on this Agreement for sale and any other documents required to be executed by Builders, or by the Purchaser, shall be borne and paid by the Purchaser alone and the Builders shall not contribute anything towards such expenses. The amount payable under this clause is in addition to the amount as mentioned in clause (11) above.

47. It is clarified that the Purchaser shall not be entitled to any rebate in the consideration money nor will the Builders be liable to pay any compensation if the actual area of land at site is less than or different from the area as shown in the Schedule hereunder written. The Conveyance as contemplated by this Agreement shall be as per the actual area available at site (whether the same be more or less than the area specified in the Schedule hereunder written).

48. The nature extent and description of the "common area and facilities" and of the "Limited Common areas and facilities" shall be as under :

मि. अ. टोप

बदर-१/	
११०६	३३६
२९९६	

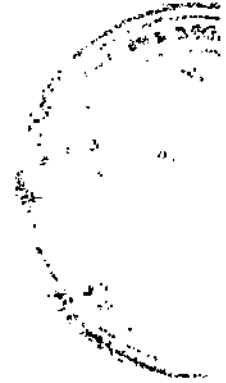
(a) Common areas and facilities :

- (i) Compound of the Building excluding the open car parking spaces in the compound allotted/ to be allotted to the respective Purchaser and garages if permitted and constructed;
- (ii) Staircase area and lift area of the Building including main landing, for the purpose of ingress and egress but not for the purpose of storing or for recreation or for sleeping;
- (iii) Limited area of the terrace above the top floor of the Building used for water tank, lift machine room, staircase, cabins for fixing antenna but not for putting up any construction or objectionable user;

(b) Limited Common area and facilities :-

- (i) Landing & passage in front of the stairs on the floor on which the particular flats/shops/offices/premises is located, as a means of access to the flats/shops/offices/premises but not for the purpose of storing or as recreation area or for sleeping;
- (ii) This landing and passage is limited for the use of the buyers of the flats/shops/offices/premises located on that particular floor and for visitor thereto; but is subject to means of access for reaching the other floors, available to all buyers and visitors.

*Shri*  
*मनादेवी*



बदर-१/ ११०६ २०१० १९९६
-----------------------------

THE FIRST SCHEDULE ABOVE REFERRED TO :

Property bearing C.T.S. Nos. 581, 582, 589 and 592 being the plots of the Lay-out and bearing corresponding Survey No. 77, Hissa No. 1 (part), Survey No. 77, Hissa No. 2 (part), Survey No. 77, Hissa No. 5 (part), and Survey No. 77, Hissa No. 9, (Part), all admeasuring in aggregate 21,139.70 Sq.mts. or thereabouts of Village Kondivita, Taluka Andheri, in the Registration District and Sub-District of Bombay City and Bombay Suburban, situate, lying and being at Mahakali Caves Road, Andheri (East), Bombay 400 093.

THE SECOND SCHEDULE ABOVE REFERRED TO :

The Flat Purchaser hereby agrees to acquire the said Flat No. 202 on the 2nd floor of B.L. No. C I Wing No. I of BINDRA COMPLEX, Ancheri (E) admeasuring approximately 654- sq.ft. carpet area and shown on the plan hereto annexed surrounded by Red Colour boundary line at or for the price of Rs. 12,15,000/- (Rupees Twelve Lacs Fifteen thousand Only).

*Signature*  
महादेवराव

बदर-१/  
 ११०६ ३०/६०  
 १९९८

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

SIGNED, SEALED AND DELIVERED ) For ACCORD LAND DEVELOPERS  
 by the withinnamed Builders ) PRIVATE LIMITED  
 M/S. ACCORD LAND DEVELOPERS )  
 PRIVATE LIMITED, )  
 in the presence of ..... )

*Ruppal Singh*  
 MANAGING DIRECTOR

SIGNED SEALED AND DELIVERED )  
 by the withinnamed Purchaser )  
 MR./MRS./MISS/MESSRS. Dr. Bhanu Chandra  
& Late B. Mohi )  
 in the presence of ..... )

*Dr. Bhanu Chandra*  
 M.P. G.P.

RECEIPT

RECEIVED of and from the withinnamed )  
 Purchaser/s on or before the execution )  
 hereof the sum of Rs. 1,46,500/- )  
 (Rupees One Lakh Forty six thousand )  
five hundred only) )  
 in cash/cheque No. 587105 dated 21/1/88 )  
612654 drawn on Mahindra Bank, )  
BANARA Branch, being the amount )  
 of earnest and other amounts expressed )  
 within to have been paid by him/her/ )  
 them to us as within mentioned. )

Rs. 1,46,500/-

WITNESSES :

- 1.
- 2.

WE SAY RECEIVED,  
 For ACCORD LAND DEVELOPERS  
 PRIVATE LIMITED

*Ruppal Singh*  
 MANAGING DIRECTOR

*Allotment letter dated 22/12/84 stands cancelled.*  
*Ruppal Singh*

ANNEXURE 'A'

990 e B 360

HO.C/ULC/D.III/22/Slum/5665-Additional Collector & C., ULC, Cr. Bombay, New Administrative Building, 10th floor, Opp. Mantralaya, Bombay. 400032

Dated: 29.7.1995

To

- 1. Shri Hari Vallabhdas Shroff
- 2. Shri Prakash H. Shroff and Mr. Vasantrai H. Shroff  
C/o. Shri P.S. Bindra CA to owners,  
C/o. M/s. Premnath & Asso. arch.  
Facing Gateway of India, Bombay. 400001.

Sub: Permission for redevelopment of property bearing S.No. -- CRSH. 581, 582, 584 to 592. of village Khandivite Taluka Andheri in DSD/Dombly City.

(A) Please refer to your Architect's letter No. PMA/ULC/M-601-B/95 dated 4.4.95 and your/CA's letter No. H11 dated 22.3.95 seeking permission for redevelopment of the above mentioned property

(B) At this stage, the land is not vacant and within the meaning of the U.L.(C&R) Act, 1976, because it is built up with 45 structures out of which containing 45 dwelling units. The calculation of plinth area, land appurtenant, additional land appurtenant and the proportionate 25 percent RC etc. show that the land non-vacant to the extent of 25970.85 sqms. (Twenty five thousand nine hundred ninety & eighty five only ) excluding area under road set-back to the extent of 429.75 sqms. and SVL to the extent of 111 sqms.

Thus, the question of permission under section-22 of the Act in your case can be considered only when the land becomes vacant after all the structures are demolished with the consent of the existing occupants/tenants of the premises. The order u/s.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 user thereof. The Cr. Bombay Mun. Corpn. should verify the same before issuing IDD/CC.
- 2. The permission is operative for redeveloping the property in accordance with the existing users in conformity with DC Rules.
- 3. The maximum size of tenements should be 120 sqms. plinth area. If the size of the flats occupied by the owner/tenant in the property exceeds 120 sqms. then the landholder would be entitled to construct a similar number of flats of an equivalent area in the new building subject to a maximum of 300 sqms. plinth area for each such flat.
- 4. Redevelopment of the said slum shall be carried out as per the Special building regulations approved by the Housing & Special Asstt. Dept. No. CR No. SSS/2883/CR-398/8, dt. 31.12.87.
- 5. Building for rehabilitation of existing tenants/occupants shall be completed first by the owner/developer. There is no objection to commence the redevelopment of rest of the building.
- 6. Owner/developer of the land shall submit a copy of the agreements with the existing tenants/occupants before getting the layout/building plans finally approved by HMC.
- 7. Tenements to be constructed for rehabilitation of slum dwellers shall be of low cost, low rise, i.e. minimum size of tenements should not be less than 16 sqms. carpet area.

990  
Title  
Reg. Secy. of  
Order Make  
The  
the Pre  
shall  
No t  
is some to  
the avail  
servants i  
their shar  
the B.H. an  
Not  
the family  
Exis  
to be re-  
to be re-  
of them, f  
into with  
ensure reli  
rules.  
Form  
to be filed w  
of the exi  
u/s.22 for  
will be co  
shad, and  
plans and  
apply for  
commence  
14. The  
within a p  
of intent.  
15. The  
are not de  
16. The  
shall not  
of original  
Sub-Regist  
Registrati  
17. This  
from the C  
is not con  
sqms. (Tw  
excluding  
is land w  
18. The  
designess,  
19. Stat  
decided s  
20. The  
by produc  
certific  
21. All  
by the D  
intent.

8. The owner/developer of the land shall form a Cooperative Society of the occupants/slab dwellers as a proposed society under Maharashtra Coop. Society Act, 1960.

9. The provision content in the Mah. Ownership Flats (Regulations) and the Provision Construction Sale Management and Transfer Act, 1963 shall be strictly followed by owner/developer.

10. No tenements should be allowed to include the scheme even if some tenants would like to withdraw these vacancies should be available for nomination of other persons who are Govt. servants in Class-III and Class-IV who are proposed to contribute their share to the society, their nominations will be done by the B.H. and A.D. Board/MCADA in usual manner.

11. Not more than one dwelling unit shall be allotted to one family.

12. Existing tenants/occupants shall be rehabilitated by you in the redevelopment scheme. You should submit the names and number of tenants/occupants of the structure, the area occupied by each of them, the alternative proposed by you and the agreement entered into with each of the tenants by you to this office. G.D.M.C. for the secure rehabilitation of existing tenants/occupants as per their rules.

13. 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. Issuance of regular order u/s. 22 for the land falling vacant due to demolition of structures will be considered only after the existing structures are demolished, and proposed building has been constructed as per approved plans and is on the verge of completion. The applicant should apply for formal order after demolition of structure but before commencement of redevelopment.

14. The construction work of redevelopment should be completed within a period of 5 years from the date of issue of this letter of intent.

15. The holders will not utilise the FSI of the structure which are not demolished.

16. 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.

17. This letter of intent is valid for the period of three years from the date of its issue and would lapse automatically, if work is not commenced within the specified period. An area adm. 25970.85 sqm. (Twenty five thousand nine hundred seventy and point eighty five only) including area under road-set-back to the extent of 429.75 sqm. is land within ceiling limit retainable by the landholders.

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

19. Statement u/s. 6(1) of the Act, filed by him, if any, will be decided separately.

20. The land holder should obtain clearances from this office by producing tenants agreement before getting further commencement certificate above the plinth level.

21. All other conditions mentioned in the letter of intent issued by the Dy. Collr. & C.A. (E.C.) Parvati vide their order No. dated \_\_\_\_\_ are also applicable to this letter of

intent.

9900 BTE  
298

C) This letter of intent is also subject to your obtaining IDCC/ clearance permission from any other authorities viz. the Bombay Housing and Area Development Board, the Additional Collector, DSD/ Sub-Divisional Officer, SD/Additional Dist. Dy. Collector, H.A.A. etc. as applicable in your case under the respective Acts or any other Act for the time being in force. This letter of intent only clarifies to you that your land today is non-vacant to the extent of 25970.85 sqms. (Twenty five thousand nine hundred & eighty five excluding area under out-back structures 429.75 sqms. <sup>part only</sup> within the meaning of sec. 22 of Act, 1976, and that the question of permission under sec. 22 may arise only after the land becomes vacant and in account of demolition of the buildings.

9900  
298

D) As per power entrusted with me, I hereby file with the landholder and the vacant land for redevelopment purposes after demolition existing structures till the validity of this order.

You may approach the G.O.P.C. with an undertaking that, all the mentioned conditions are acceptable to you to get your development proposal approved. You should apply for permission under sec. 22 of the Act, at the time contained in the condition No. 6 above.

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

Yours faithfully,

(S. H. Dharmadhikari)  
Additional Collector & C.A., U.C., Gr. Bombay.



1. Copy f.w. es. to the City Engineer (DP), BMC Mahapalika, Gr. Bombay.
2. Copy f.w. es. to the Ex. Engineer (DP) City/Western/Eastern Suburbs, BMC, Ward, Parel, Andhra, Kankari, Chhatrapati, Bombay. 400050.

He is requested to inform this office after the existing structures have been demolished, to forward a copy of the undertaking furnished by the land/owner/developer/concerned vide Para-4 above and a copy of the ID/CC issued in the above matter so that further action may be taken. He is requested to ensure that the condition Nos. 1, 2, & 3 in particular are followed before ID/CC is granted. Further requested that the CC upto plinth level may be granted to landholder and that no further CC shall be granted by the BMC without obtaining rehabilitation of authorised slum dwellers in the building under other building in the redevelopment scheme.

3. Copy filed with statement u/s. 4(i) bearing BK.C/ULC/C(1)/SR. VIII-85, XII/758, for information and record.
4. Copy f.w. es. to the Sub-Registrar, Directorate, Bombay.
6. Copy to Select File of Slum sec. 22.

ANNEXURE 'B'

BRIHANMUMBAI MAHANAGARPALIKA

Office of the Dy. City Engineer,  
Slum Improvements, 2nd Floor,  
Shree Chhatrapati Shivaji Maharaj,  
Mkt. Bldg., Palton Road,  
Bombay - 400 001.

No. Dy. CE/SI/ 8222  
Date: 12/12/95

LETTER OF INTENT PERTAINING TO SLUM REDEVELOPMENT UNDER D. C.  
REGULATION 33 (10) FOR GREATER BOMBAY - 1991.

To,

1. Shri Sudhir B. Trivedi  
M/s. Premnath Associates Architect,  
4 Merry Weather Road,  
Apollo Bunder, Bombay-400 039.

✓ 2. Shri P.S. Bindra  
Accord Land Developer Pvt. Ltd.  
3 Dhan Laxmi Heg. Society,  
Mahakali Caves Road, Andheri (E),  
Bombay-400 0

Sub:- Proposed Slum Redevelopment Scheme  
on plot bearing CTS Nos. 581 (pt) 582, 584, 585, 586, 587  
(pt), 588, 589 (pt), 590 & 592 Village Kondhita, Mahakali  
Caves Road, Andheri (E) known as Bal Govind Nagar.

Ref:- DYCE/SI/SRD/118 dated \_\_\_\_\_

Sir,

By direction of the Committee constituted under  
Clause-18 of the Appendix-IV of D.C. Regulation No. 33(10),  
this office is pleased to issue this letter of intent to  
inform you that, your above proposal is considered and  
approved by the Committee for grant of 2.5  
( Two point five ) F.S.I.  
with profit of Rs. 38,55,135/- of project cost of



228

Rs. 28,75,50,029/-, subject to compliance of following conditions :-

33. That your client shall contributing Rs.20,000/- per rehabilitation component in separate account in the name of the society to be formed and registered towards the cost of maintenance of rehabilitation tenements as and when insisted by the Municipal Corporation of Greater Bombay.

34. That your client shall pay Rs.75/- per Sq.ft. as infrastructure development charges as and when insisted by the Municipal Corporation of Greater Bombay.

35. That you shall get the location of 5% amenity open spaces (measuring 894.75 Sq.m.) approved from D.P.W Department and develop the same as and when insisted by M.C.C.B.

36. That you shall submit structural design from structural engineer for the retaining Wall before issue of C.O.

37. That the plot No.073 591 is not in your possession and hence should be deleted and no construction shall be carried out on it.

Note : Condition No. 28 & 30 are cancelled as they are not applicable.

If you are agreeable to all these above conditions, you may submit proposal for approval of plans, consuming full F.S.I. separately for each building, in conformity with the D.C. Regulation and the Additional guidelines for Slum Redevelopment under D.C. Regulation No. 33(10), in the office of the concerned Dy.Ch. Engineer, (Building Proposal/Executive Engineer-(Building Proposal) who is being informed separately.

Thanking you,

Yours faithfully,

*[Signature]*  
Dy. City Engineer,  
Slum Improvements.

287-2/  
Office

MEMORANDUM

To

SH

WH

and details  
584.5  
of the bu  
1 Ser  
ere

A) T

1.

2.

3.

**ANNEXURE 'C'**

Form 346  
88

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

CERTIFIED TRUE COPY

SUDHIR B. TRIVEDI  
Architect

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

No. ~~BY~~/CB/SI/118/SRD/BE/KE of 199 -199  
DYCE/SI/118/SRD/BE/KE

Municipal Office,

Bombay. 23rd Dec., 1995

MEMORANDUM

To.

SHRI P.S. BINDRA C.A. TO THE OWNER

With reference to your Notice, letter No. 8912 dated 18/12/1995 and delivered on 1995 and the plans, Sections, Specifications and Description and further particulars and details of your building at No. A-9 on Plot bearing C.T.S. No. 581 (Pt.) 582, 584, 585, 586, 587 (Pt.) 588, 589 (Pt.) 590 & 592 of Vill. Khandivda (E). I have to inform you that I cannot approve of the building or work proposed to be effected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corporation Act, as amended up-to-date, my disapproval by thereof reasons :-

- A) That the following conditions will not be complied with before commencement of the work upto plinth level.
  1. That the commencement Certificate under Section 44/69 (1) (a) of the M.R.&T.P. Act will not be obtained before starting the proposed work.
  2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C. Regulation No.38(27).
  3. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled, consolidated and sloped towards road side, before starting the work.
  4. That the structural Engineer will not be appointed supervision memo as per Appendix XI (Regulation 5(3) (ix)) will not be submitted by him.
  5. That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.S.Code and for existing building showing adequacy thereof to take up additional load will not be submitted before C.C.

खर-१/  
११०८०२६०  
११९८

खर-१  
११०८०२६०  
११९८

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

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the ..... day of ..... 199, but not so as to contravene any of the provisions of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

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

Executive Engineer, Building Proposals  
Zone, Wards.

SPECIAL INSTRUCTIONS.

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

(2) Under Section 63 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Bombay has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 34 of the said Act.

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

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

(a) Not less than 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from 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. ( ) metres above Town Hall Datum."

(4) Your attention is invited to the provisions of Section 151 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of a building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will not be revised under Section 107 of the Act, from the earliest possible date in the current year in which the building or premises are taken into consideration by the Assessor and Collector's Department.

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

(6) Proposed date of commencement of work should be communicated to the Department of Section 147 (1) (aa) of the Bombay Municipal Corporation Act.

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

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Bombay Suburban District before the work is started. The Non-agricultural assessment shall be paid at the 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.

6. Th  
pe  
be  
7. Th  
pl  
8. Th  
de  
Ur  
be  
C.  
9. Th  
nc  
ag  
10. Th  
In  
nc  
11. Th  
Ar  
aj  
12. Th  
A.  
13. Th  
ar  
di  
bi  
di  
14. T  
o  
15. T  
w  
l

पद-१/

790E 03E0  
१९९८

1 2 1

6. That the sanitary arrangement shall not be carried out as per Municipal specifications, and drainage layout will not be submitted before C.C.
7. That the Agreement with the existing tenant alongwith the plans will not be submitted before C.C.
8. That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents, etc. and to the occupiers and an Undertaking regarding no nuisance will not be submitted before C.C./starting the work, will not be submitted before C.C./starting the work.
9. 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.
10. That the conditions mentioned in the release letter of Intent under No.DYCE/SI/8222/SRD/KE dated 12/12/95 will not be complied with.
11. That the qualified/Registered Site Supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.
12. That extra water and sewerage charges will not be paid to A.E.W.W. K/E Ward before C.C.
13. That the true copy of the sanctioned layout/sub-division/ amalgamation approved under No. \_\_\_\_\_ dated \_\_\_\_\_ alongwith the T & C thereof will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
14. That N.O.C. from Civil Aviation Department will not be obtained for the proposed height of the building.
15. That the requirement of N.O.C. from C.A., U.L.C. & R. Act, will not complied with before starting the work above plinth level.

बदर-१/  
990E 108E  
१९९६

16. That the following General Conditions are not complied with before granting N.O.C. to any part of the proposed building.

बदर-१/

990E 108E

१९९६

17. That the some of drains will not be laid internally with C.I. Pipes.

28. T1

P1

be

18. That 329 tenements as P.A.P. as per letter of Intent under Ref. No.DYCE/SI/8222/SRD/K/E dated 12/12/95 shall not be handed over before asking for occupation/B.C.C.

29. T1

be

W1

19. That the dust bin will not be provided as per C.E.'s circular No.CE/9297/II of 26/6/1978.

20. That the surface drainage arrangement will not be made in consultation with E.E.(S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation Certificate/B.C.C.

21. That 10'-0" wide paved pathway upto staircase will not be provided.

22. That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon and will not be levelled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.

23. That the name plate/board showing plot No. name of the building etc. will not be displayed at a prominent place.

24. That carriage entrance shall not be provided.

25. That the parking spaces shall not be provided as per D.C. Regulation No.36

26. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.

27. That the N.O.C. from Inspector of Lifts, P.W.D., Maharashtra, will not be obtained and submitted to this office.

पत्र-१/  
JCE 10/80  
135

141

*Prinicipal,*  
MUNICIPALITY  
Bhilai

28. That the Drainage completion Certificate from E.E.(S.P.) P&D City for provision of septic tank/soak pit will not be submitted.

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

*23/11*  
EX.ENGG. B.P.(SI)W.S.



No. 20/CE/1/18/1988/1/E

बदर-४/  
११०८८६१०  
११३

NOTES

- (1) The work should not be started unless objections are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained 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 materials 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 is made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 13 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand, preps debris, etc., should not be deposited over footpaths or public street by the owner/architect/their contractors, etc., without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objections 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 245 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 a 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 broken glass pieces at the rate of 125 cubic metres per 10 Sq. metres below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below, level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.
- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13(h) (H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347(1) (a) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanction will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.

बदर-४/  
११०८८६१०  
११३

(22)  
(23)  
(24)  
(25)  
(26)  
(27)  
(28)  
(29)  
(30)  
(31)  
(32)  
(33)

is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:—

- (i) Specific plans in respect of evicting or rehousing the existing tenants on your stating their number and the area in occupation of each.
  - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
  - (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
  - (23) In case of additional floor no work should be start or during monsoos which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
  - (24) The bottom of the over head storage work above the finished level of the terrace shall not be more than 1 metre.
  - (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary, is obtained.
  - (26) It is to be understood that the foundations must be excavated down to hard soil.
  - (27) The positions of the nabanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
  - (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
  - (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Bombay, as required in Section 331-A of the Municipal Corporation Act.
  - (30) All gully traps and open channel drains shall be provided with tight fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of a lock and the warning pipes of the ribbet pretressed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfections each not exceeding 1.5 mm. in diameter. The cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 60 cms. above the top where they are to be fixed and its lower ends in cement concrete blocks.
  - (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
  - (32)
    - (a) Louvres should be provided as required by Byc-law No. 5(b).
    - (b) Lintels or Arches should be provided over Door and Window openings.
    - (c) The drains should be laid as require under Section 234-1(a).
    - (d) The inspection chamber should be plastered inside and outside.
  - (33) If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk.

*Do not*  
Executive Engineer, Building Proposals  
Zone ----- Wards

C.C. In - Architect  
Sudhira B. Trimbak



ANNEXURE 'D'

BRIHANMUMBAI MAHANAGARPALIKA

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")

NO. DYCESI/118/RP/KIE.

20 JAN 1996

COMMENCEMENT CERTIFICATE

To:

Shri Fritpal Singh Bindra, ...  
C.A. to the Owner.

Sir,

With reference to your application No. 8912-1 dated 18.12.95 for Development Permission and grant of Commencement Certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act, 1888 to erect a building on plot No. A-9

C.T.S.No. 581, 582, 584, to 590 and 592  
of village Kondivita Taluka Andheri (B.S.D.)  
situated at Mahakali Caves Road, Andheri Ward K/East ward.

The Commencement Certificate/Building Permit is granted on the following conditions:

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall 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 Mumbai if:-
  - (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not accordance with the sanctioned plans.
  - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
  - (c) The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the application and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this Certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

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

This C.C. is granted for work upto plinth level of Bldg. No. A-9  
and valid upto 19-1-1997.

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

Abst. Engineer, Building Proposal (S.R.D.)  
Kasturba Scharde

MUNICIPAL ENGINEER FOR GREATER MUMBAI

990e be

990e be

वदर-१/

२००६


.. 2 ..

c.c.to : 1) Sudhir B.Trivedi & Associates,  
Architects,  
6/1, Radhakunj, Vasant Rao Road,  
Babhai Naka, Offi L.T.Road & Ram  
Mandir Road, Boriveli (West),  
Mumbai 400 092.

✓ 2) W.O.K/East ward.

3) A.E.(W.W.)K/East ward.

For information, please.

  
A.E.(B.P.)SRD.



No.Unit-IV/Desk-13/33(10)\$R-37/95

Office of the

Additional Collector (ENC)&  
Controller of Slums, Bombay & B.S.D.  
Old Custom House, Fort, Bombay-23

Date:- 2/3/1995

बदर-१/
११०६/१०/६०
१११८

बदर-१/
११०६/१०/६०
१११८

To,  
Shri P.S.Bindra  
Constituted Attorney for owners  
C/o. M/s. Premnath Associates  
4- Mereweather Road, Apollo Bunder  
Bombay-29..

Subject:-Slum Certificate under  
Regulation No.33(10)  
of Dev.control Rules for  
C.T.S.No.581,582,584,585,  
586,588,583pt,589pt,590,  
592 of village Kondivata  
Taluka Andheri

Reference:-Your application dated  
1.10.92.

Sir,

With reference to the above the certificate  
and list of hutment dwellers alongwith site plan is  
enclosed herewith as desire.

Thanking you.

Yours faithfully,

*(Signature)*  
2/3  
Controller of Slums  
Bombay & B.S.D.

SSM/2/3/95

स.स. १

बदर

पी

पोरखर

कमल

बम्बय

मु.सं. म

मु.सं. म

मु.सं. म

म

म

म

म

ANNEXURE 'E'

बंदर-१/  
२०२ १९९०

गां. न. नं. ७, ७ अ व १२

स.नं. ७७ हिस्सा नं. ५/९

क्षेत्र	हेक्टर	आर	प्रती	ए.	गु.
सावणी सायक				2	८१
पोट खराबा					3
एकल				2	१११

संख्या - ५ का से  
कुल भयवा - E-०-९  
कुल काका -  
कुल -

कपजेदार २७६ ५१५  
३९६ ५८७

गांव को दिक्का  
तालुका अंधेरी

१) खरी कल्लमदान के काग  
२) वसंतशय  
E. आपु.  
३) प्रकाश चंद्र ए आपु

इतर हक्क -

क्र.सं.	लागवड करणारांचे नांव	क्षेत्र	रीत	पिके आणि लागवड	क्षेत्र
	काश्यां पुरता	उत्तरा			

अस्तल बरहुकुम खरी नक्काल असे

संख्या वा. ११०१५५

अधीक्षक  
अधीक्षक  
अधीक्षक

11  
11/2/21  
9  
3  
4  
2

କଟକ ସିଟି କଲେଜ

ପଢ଼ାବନ୍ଧୁ

*[Signature]*

୧୫/୧୦/୧୯୮୯

ପଠ୍ୟ ପଢ଼ାବନ୍ଧୁ କରାଯିବ

ପଠ୍ୟ ପଢ଼ାବନ୍ଧୁ କରାଯିବ					ପଠ୍ୟ ପଢ଼ାବନ୍ଧୁ କରାଯିବ	

ପଠ୍ୟ ପଢ଼ାବନ୍ଧୁ କରାଯିବ

<p>୨୬</p>	<p>୧୬</p>	୧	୨	୩	୪	୫	୬
		୭	୮	୯	୧୦	୧୧	୧୨
		୧୩	୧୪	୧୫	୧୬	୧୭	୧୮
		୧୯	୨୦	୨୧	୨୨	୨୩	୨୪

ପଠ୍ୟ ପଢ଼ାବନ୍ଧୁ କରାଯିବ

ପଠ୍ୟ ପଢ଼ାବନ୍ଧୁ କରାଯିବ

ପଠ୍ୟ ପଢ଼ାବନ୍ଧୁ କରାଯିବ

କଟକ ସିଟି କଲେଜ

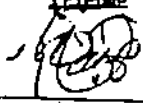
୧୯୮୯

ANNEXURE 'B'

ପଠ୍ୟ ପଢ଼ାବନ୍ଧୁ କରାଯିବ

১৯৯৯ চন

১৯৯৯

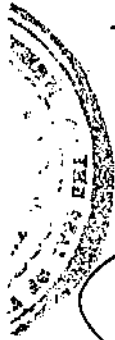


১৯৯৯

১৯৯৯

১৯৯৯

						১৯৯৯



১৯৯৯

১৯৯৯

১৯৯৯

১৯৯৯

১৯৯৯

১৯৯৯

১৯৯৯

১৯৯৯

১৯৯৯

১৯৯৯

১৯৯৯

১৯৯৯

১৯৯৯

১৯৯৯

১৯৯৯

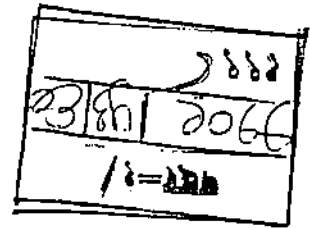

১৯৯৯

১৯৯৯

১৯৯৯

১৯৯৯

ANNEXURE 1E



**MEHTA & CO.**  
ADVOCATES SOLICITORS & NOTARY

S. P. CENTRE, 2ND FLOOR,  
70, NAGINDAS MASTER ROAD,  
FORT, BOMBAY-400 023.

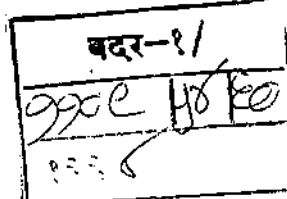
*Mant Mehta*  
SOLICITOR & NOTARY

Date \_\_\_\_\_

H/ \_\_\_\_\_

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN



Re. : Property bearing C.T.S. Nos. 581, 582, 589 and 592, being the plots of the Lay-out and bearing corresponding Survey No. 77, Hissa No. 1 (Part), Survey No. 77, Hissa No. 2 (Part), Survey No. 77, Hissa No. 5 (Part) and Survey No. 77, Hissa No. 9 (Part), all admeasuring in aggregate 21,139.70 Sq.Mts. or thereabouts of Villages Kondivita, Taluka Andheri, in the Registration District and Sub-District of Bombay City and Bombay Suburban, situate, lying and being at Mahakali Caves Road, Andheri (East), Bombay 400 093.

We hereby certify that we have caused to investigate the title to the above property by taking searches in the offices of the Sub-Registrars of Assurances at Bombay and Andheri and also by inviting claims, if any, by issuing Public Notices in Newspapers and in our opinion the title of SHRI PRAKASH HARIVALLBHODAS SHROFF AND SHRI VASANT HARIVALLBHODAS SHROFF to the above property is clear, marketable and free from all encumbrances, who have by an Agreement dated 25th day of May 1992, agreed to sell, transfer and convey the said property to SHRI P. S. BINDRA AND SHRI ASOD NIHALANI, Chief Promoters of proposed Company viz. ACCORD LAND DEVELOPERS PVT. LTD. (PROPOSED)

DATED THIS 7TH DAY OF NOVEMBER, 1994.

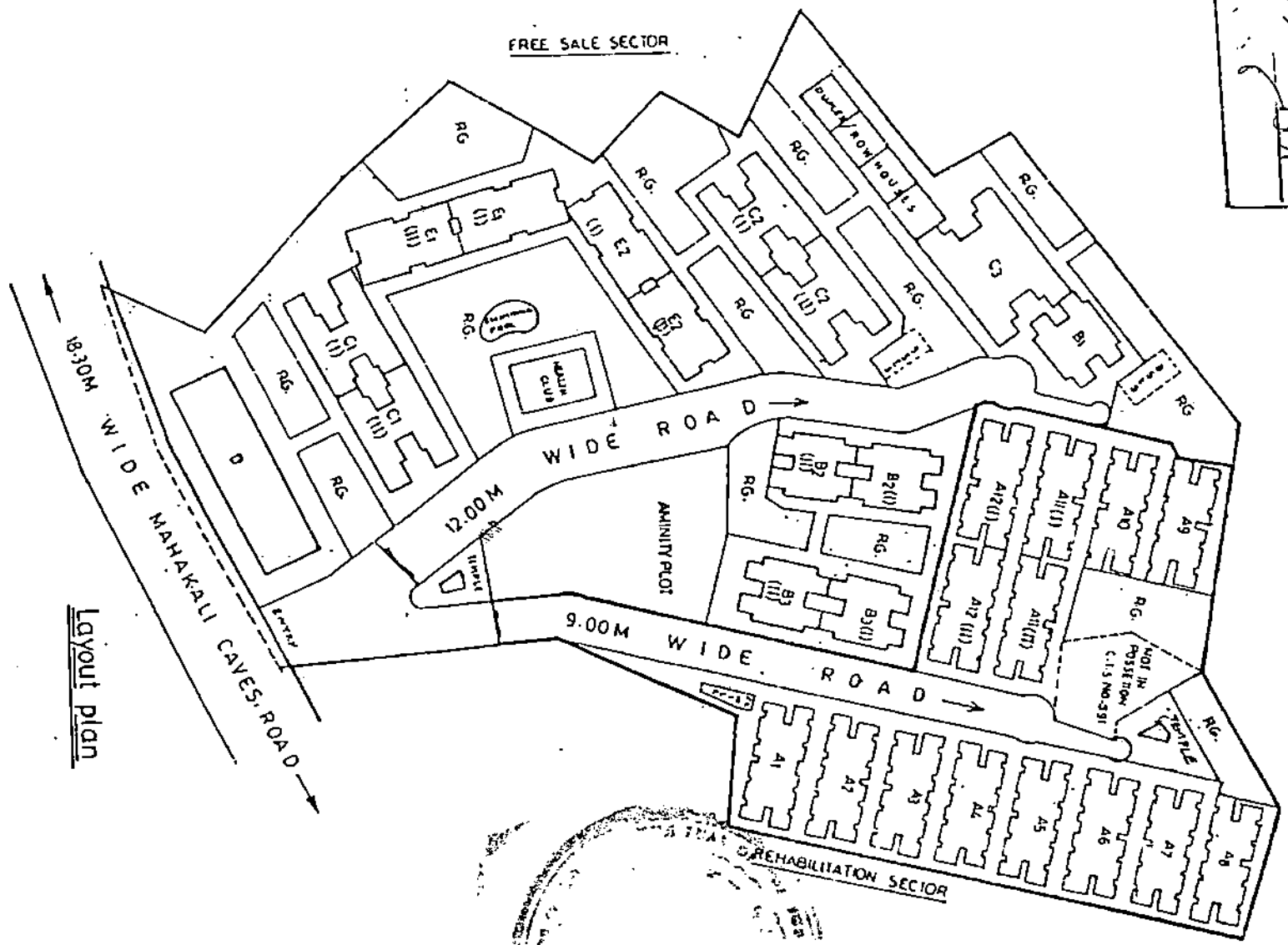
FOR M/S. MEHTA & CO.,

Sd/-  
PROPRIETOR

बदर  
११०६

<

9902/14/30  
वर्ग-१/



Layout plan

Annexure 'C'

FREE SALE SECTOR

REHABILITATION SECTOR

18.30M WIDE MAHAKALI CAVES ROAD

12.00M WIDE ROAD

9.00M WIDE ROAD

MINIY PLOT

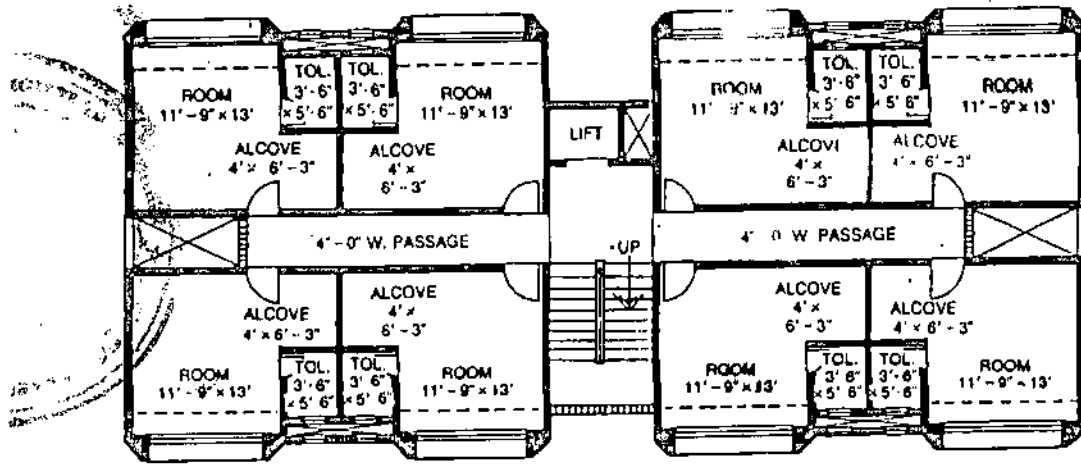
NOT IN POSSESSION  
C.I.S No. 391



Annexure 'G'

बदर-१/  
११०८ १५६६०  
१९९६

'A' TYPE BUILDING

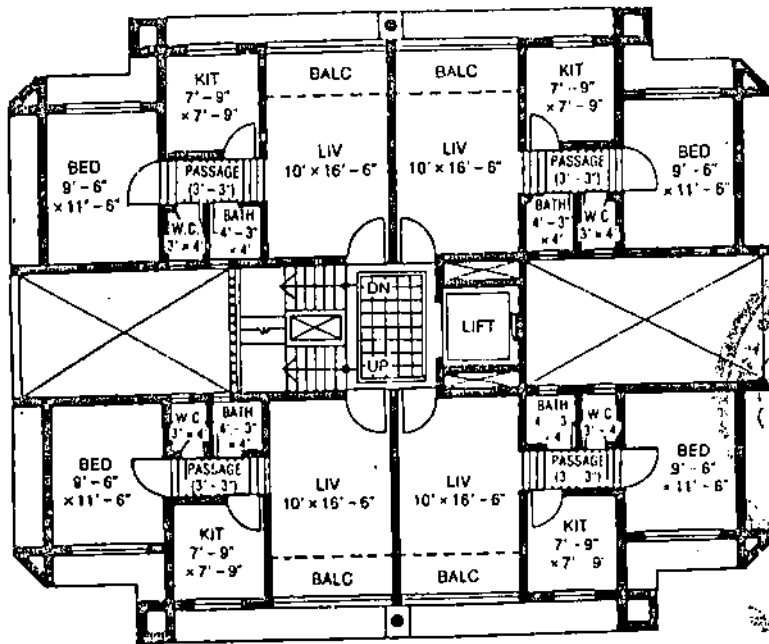


Typical  
FLOOR PLAN  
(1ST TO 5TH FLOORS)

Proposed Plan of the Flat No. \_\_\_\_\_ on \_\_\_\_\_ Floor 'A'  
Type Building in BINDRA COMPLEX, agreed to be acquired by The  
Purchaser.

बदल-१/  
११०६/१०/६०  
१९८

### 'B' TYPE BUILDING



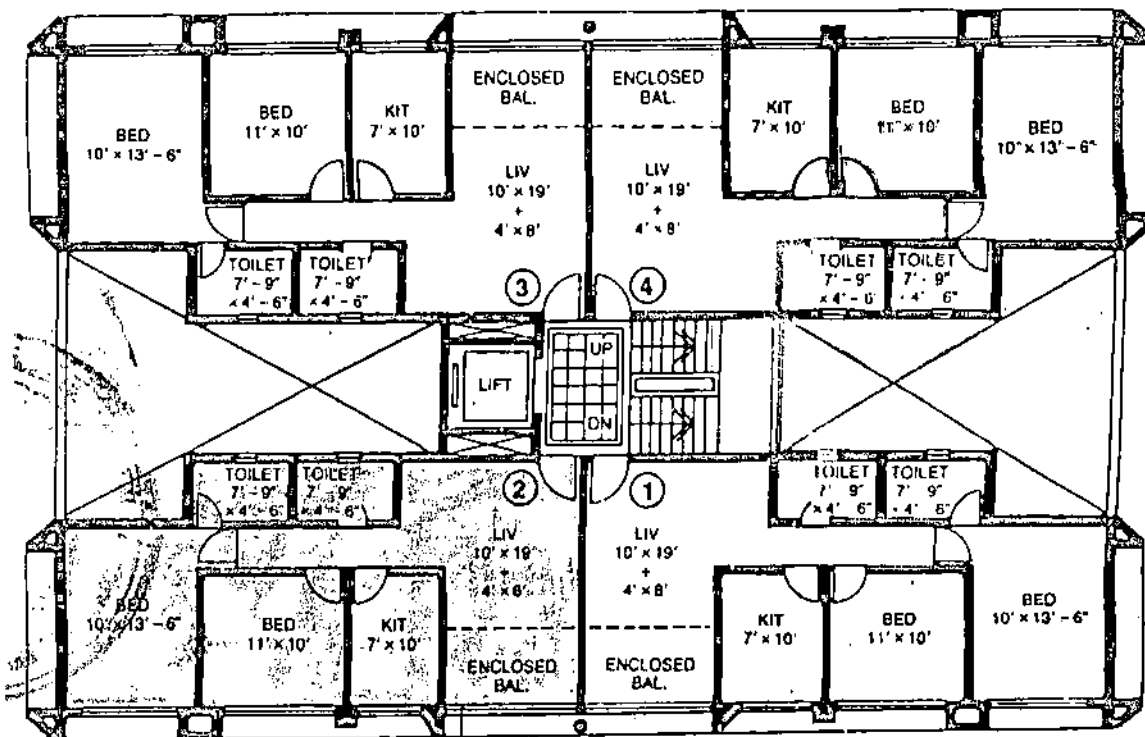
*Typical*  
**FLOOR PLAN**  
(1ST TO 5TH FLOORS)

Proposed Plan of The Flat No. \_\_\_\_\_ on \_\_\_\_\_ Floor of  
'B' Type Building, in BINDRA COMPLEX, agreed to be acquired by  
The Purchaser.

बदर-1  
 302/4th  
 ११९

~~बदर-१/  
 ११९~~

'C' TYPE BUILDING



*शुभ  
 मित्र*

*3rd Floor  
 Postpaid S/S*

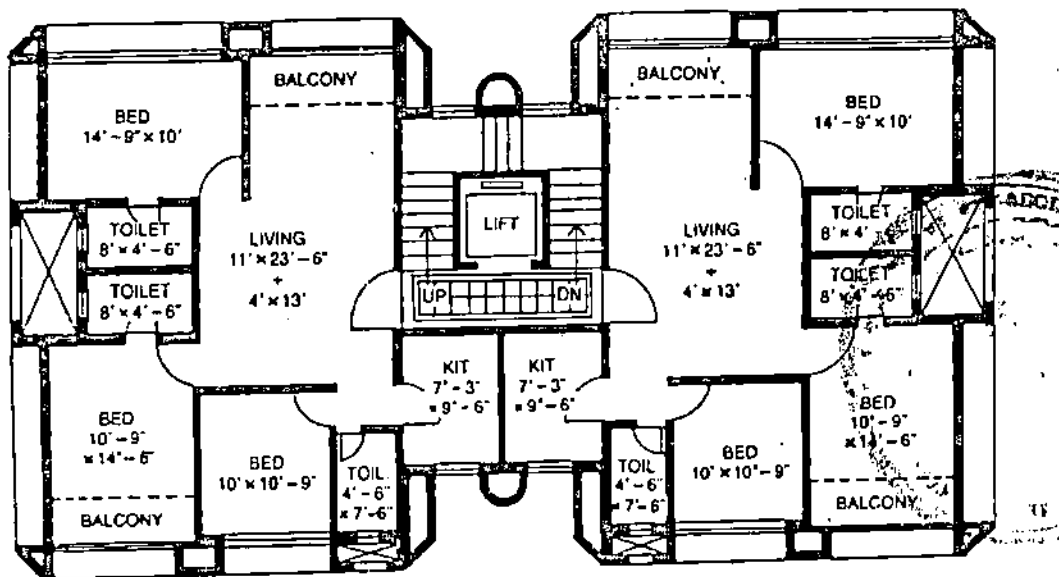
*Typical  
 FLOOR PLAN  
 (1ST TO 5TH FLOORS)*

Proposed Plan of the Flat No. 302 on 3rd Floor  
 of 'C' Type Building, on BINDRA COMPLEX, agreed to be aquired  
 by The Purchaser.

*eI WING I*

बदल-१/  
११०६ मेट्रो  
११६

'E' TYPE BUILDING.



Typical  
FLOOR PLAN  
(1ST TO 5TH FLOORS)

Proposed Plan of The Flat No. \_\_\_\_\_ on \_\_\_\_\_ Floor of  
'E' Type Building, in BINDRA COMPLEX, agreed to be acquired  
by The Purchaser.

वडा-१/
११०८ १०/१०
१११८

ANNEXURE - H

AMENITIES

STRUCTURAL & FLOORING

- a. R.C.C. Framed Structures I.S.I. Standards.
- b. Flooring with white Mosaic Tiles having skirting.
- c. Staircase with Mosaic Tappa.
- d. Marble top on Kitchen Platform with glazed tiles dado of 1' - 6" height.
- e. Loft on W.C.

WOOD WORK

- a. Polished flush door at Entrance.
- b. Flush internal doors with Aluminium Fittings.
- c. Night Latch and Magic Eye to each flat.
- d. Windows with Aluminium Sliding Frame with glass panes.

W.C. BATH ROOM & PLUMBING

- a. Bathroom upto 6½ glazed tiles.
- b. One wash basin in each flat.
- c. W.C. with Indian or Western pan with fixtures.

ELECTRICITY

Electrical wires as per B.S.E.S. specifications, with sufficient Electric & Domestic Points.

GENERAL

- a. White Lime wash in interior.
- b. Suction and overhead tanks with pumps for water supply as per BMC rules.
- c. Compound wall with necessary gates.
- d. Cement paint to external surface of Buildings.

(A)  
 46890/7350 = 74190  
 27/2/98  
 Deed of Confirmation to  
 Agree to sale  
 MV: 1443000  
 RE: 144300  
 PEP 300  
 SF 60  
 14790

22-9 990/10

DATED THIS DAY OF 199

BETWEEN

**ACCORD LAND DEVELOPERS (PVT. LTD.)**

3, Dhan Laxmi, Mahakali Road,  
 Andheri (E), Mumbai - 400 093.  
 Tel. : 836 0241 - 834 6312.

Builders

AND

Mr./Mrs./M/s. \_\_\_\_\_

Address \_\_\_\_\_

Resi \_\_\_\_\_

Phones: \_\_\_\_\_

Off: \_\_\_\_\_

Flat Purchaser

*Handwritten signature*

*Handwritten notes:*  
 21/3/98  
 92/3/98  
 2/10/98

**AGREEMENT FOR SALE OF**

Flat / Shop / Office / Show Room / Other Premises No. \_\_\_\_\_

on \_\_\_\_\_ Floor of \_\_\_\_\_ Type \_\_\_\_\_

in

**BINDRA COMPLEX**

Mahakali Caves Road, Andheri (E),  
 Mumbai - 400 093.

Advocates & Solicitors

**Federal and Reshmikant**

Bilgees Mansion, 2nd Floor,  
 261 / 263, Dr. D. N. Road,  
 Fort, Mumbai - 400 001.