

LOTUS CO-OP HOUSING SOCIETY LTD.

Reg.No : BOM/WS/HSG/TC/8385/95-96 dt. 13/11/1995
Cliff Avenue, Hiranandani Gardens, Powai, Mumbai - 400076.

FLAT : A501

MOHAN H. ADVANI

Period : FOR OCTOBER TO DECEMBER 2023

Date
Bill No04/11/2023
IV/161Due Date
Area05/12/2023
850 Sqft

SINKING FUND	398.00
BUILDING REPAIR FUND	1,195.00
ELECTRICITY CHARGES	1,450.00
WATER CHARGES	1,700.00
MAINTENANCE CHARGES	7,650.00
MAJOR REPAIR FUND (Earlier collected as Building Renovation Fund)	2,000.00
CULTURAL & FESTIVAL CELEBRATION	1,000.00

Total : 15,393.00

Previous Outstanding : 0.00

Net Payable : 15,393.00

NOTES:-

1. IN CASE OF ANY DISCREPANCIES IN THIS BILL, PLEASE INFORM TO SOCIETY WITHIN 7 DAYS.
2. PLEASE MENTION YOUR BILL NO/FLAT NO ON THE REVERSE OF THE CHEQUE.
3. INTEREST @ 21% P.A. WILL BE CHARGED ON OUTSTANDING DUES.

4. Online Payment Details:-

ACCOUNT NAME LOTUS CO-OP HOUSING SOCIETY LTD.
BANK NAME APNA SAHAKARI BANK LTD.
BRANCH POWAI.
ACCOUNT TYPE SAVING.
ACCOUNT NO 010011100002381
IFSC CODE ASBL0000010

PAID by cheque 192369
dated 15-11-2023

Members Who are going to pay their Maint. through NEFT should inform every time about the payment to:
alieforsocieties@yahoo.com

Rs. 15393

RECEIPT

Received with thanks from MOHAN H. ADVANI [A501], the Sum of Rs.14204/- (Rupees Fourteen thousand two hundred and four only.)

Receipt.No & Date	Chq No & Date	Drawn on	Recd ag Bills	Amount
BR/93 15-08-2023	192366 15-08-2023	INDUSIND BK MUMBAI	91	14,204.00

For LOTUS CO-OP HOUSING SOCIETY LTD.

HON. SECRETARY / HON. TREASURER

Receipt valid subject to realisation of Cheque/NEFT/RTGS.

E. & O.E.





भारत सरकार
भारत शासन



आधार

भारत सरकार
Government of India

भारतीय रिपब्लिक का अधिकार प्रमाणपत्र
Republic Identification Authority of India

नागरिकता क्रमांक / Enrollment No. : 0638/11075/55605

To

Mohan H. Advani

मोहन एच. आडवानी

FLAT NO 501, BUILDING NO.16, INDRA DARSHAN,

NEW LINK ROAD, OSHWARA, NEAR SAMARTHA GARDEN,

OPPOSITE TAHAPORE GARDEN,

ANDHERI WEST,

VTC, Mumbai, PO: Azad Nagar,

Suo District: Andheri, District: Mumbai Suburban,

State: Maharashtra, PIN Code: 400053,

Mobile: 8097827880

75902316



KF759023163FI



आपला आधार क्रमांक / Your Aadhaar No. :

3720 0085 3719

माझे आधार, माझी ओळख



भारत सरकार
Government of India



मोहन एच. आडवानी

Mohan H. Advani

जन्म तारीख / DOB: 14/05/1949

पुरुष / Male



Issue Date: 06/05/2015

3720 0085 3719

माझे आधार, माझी ओळख

Given for Pfc Bonds Self Attested
M.H. Advani



givent etc bond self A theston
M.H.A.A.

Permanent Account Number / PERMANENT ACCOUNT NUMBER
ABCPA3873A



NAME / नाम
MOHAN HASSOMAL ADVANI

FATHER'S NAME / PITA KA NAAM
HASOMAL JHAMATMAL ADVANI

DATE OF BIRTH / JANM TIH
14-05-1949

SIGNATURE / HATHI
M.H.A.A.

Commissioner of Income-tax (Computer Operations)
आयकर आगुत (कंप्युटर फेर)





THE UNION OF INDIA
MAHARASHTRA STATE MOTOR DRIVING LICENCE

DL No. : DL03 19940003763
Valid Till : 27-09-2026 (NT)

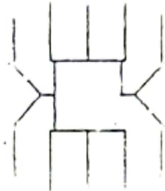
DOI : 09-03-1994

04-10-2021

AUTHORISATION TO DRIVE FOLLOWING CLASS

OF VEHICLE : THROUGHOUT INDIA

FORM 7
RULE 16 (2)



COV DOI
LMV 09-03-1994
MCWG 09-03-1994

DOB : 14-05-1949 BG : AB+



Name : MOHAN ADVANI
S/D/W of : HASSOMAL ADVANI
Add : INDRA DARSHAN, BUILDING NO.16,
FLAT NO.501/502, OPP TARAPORE GARDENS ANDHERI WEST
MUMBAI
PIN : 400053

Signature & ID Of
Issuing Authority : DL3

M. A. Advani
Signature/Thumb
Impression of Holder

Given for P.F.C. Bonds.

Self A Hester

M. M. Advani



SHARE CERTIFICATE

LOTUS CO-OP HOUSING SOCIETY LIMITED

Hiranandani Gardens, Pawai, Mumbai - 400 076.

021

(Reg. No. BOM/W-H/HSG/TC/8385/95-96 dt. 13-11-95)

Members Share Capital Rs. 100000 divided in to Shares of Rs. 50.00 each

Member's Register No. A/21 Share Certificate No. 21

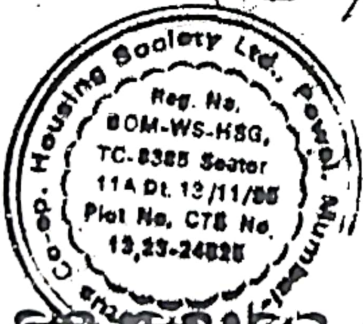
THIS IS TO CERTIFY that ~~Mr./Mrs./Miss~~ Mohan H. Advani

of Bombay is the Registered Holder of FIVE

Shares of Rupees Fifty (Rs. 50.00) each numbered 101 to 105

(inclusive) in LOTUS CO-OPERATIVE HOUSING SOCIETY LIMITED, MUMBAI, subject to the Bye-laws of the said Society, and that upon each of such Shares the sum of Rupees FIFTY has been paid.

GIVEN under the Common Seal of the said Society at BOMBAY this 14th day of July 1996



Ritaj

Chairman

[Signature]

Hon. Secretary

[Signature]

Member of the Committee

JANATA SAHAKARI BANK LTD., PUNE (SCHEDULED BANK) Franking Deposits Slip
Govt. of Mah. General Stamp Office Licence No. D-5/SIF/W/C.R.101/601/04/2541 To-25.11.2004



(Customer Copy)

Deposit Br.DADAR

Pay to Janata Sahakari Bank Ltd., Dadar
A/c Stamp Duty

Date: 23/5/07
Franking Value Rs. 2000
(Stamp Duty) x 0000
Service Charges Rs. x 0000
(incl Tax) x 0000
Total Rs. 2000

Name of Stamp duty paying party:

Mohan H. Advani

JANATA SAHAKARI BANK LTD.
POONA
DADAR, MUMBAI.
73 MAY 2007
CASH RECEIVED

Cash/DD/Cheque No. 73
Drawn on Bank _____
Branch _____

FRANKING NO.
43803
Tran ID

_____ Officer



केनरा बैंक CANARA BANK

(0217) 17 A/C PAYEE

889634 18/05/2007

कासवा
KALWA - 400 695

NOTE OVER LEAFS - 5, 550 - 0000
मांगे पर ON DEMAND PAY COLLECTOR OF STAMPS, KURLA
को पर कर्तव्य पर आ ORDER प्राप्त मूल्य के लिए

रुपये RUPEES Three-Thousand Five Hundred Fifty Only

रु
01
रु

केनरा बैंक CANARA BANK

0101 - MUMBAI

DDNG/TT

Drawee Branch, D.P. Code

अदा करें FOR VALUE RECEIVED
केनरा बैंक FOR CANARA BANK

रु. RS. 5,550.00

अश्विनी S. DESHMUKH
ANJALI S. DESHMUKH
SP No. 41296

आज्ञात हस्ताक्षर को
Authorized Signatory

नाम
Name

पदनाम
Designation

र.स.सं.
S.P. No.

889634 0000150000 550217 18

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केवल छः महीने के लिए वैध VALID FOR SIX MONTHS ONLY



केनरा बँक
CANARA BANK

KALWA BRANCH-400605
(Dist-Thane, Maharashtra State, INDIA).

TEL - 25427030, 25347407

REF = SB - /ASD/ /2007

DATE = 18.5.2007

To,

Collector of stamps
Kurla

Sir,

This is to certify that we have today issued Bankers Cheque Pay Order) DD
on behalf of Mohan M. Advani

(our SB A/C No), bearing no 889634 date: 18.5.07

for Rs 3550/- (Rs Three thousand five hundred fifty only
favouring Collector of stamps Kurla

towards the payment of stamp duty as informed by him/her).

This certificate is issued at the request of our customer being only
confirmation of issuance of the aforesaid Pay Order.

Yours faithfully,

केनरा बँक
For CANARA BANK

Asdehmulik

MANAGER 11296

अधिकारी Officer प्रबंधक/Manager
कलवा ठाणे Kalwa, Thane-400605.

Copy To :

GOVERNMENT OF MAHARASHTRA
STAMPS AND REGISTRATION DEPARTMENT



COLLECTOR OF STAMPS (KURLA)

New Administrative Bldg, Gr Flr, R.C.Marg, Chembur COS-K

DEMAND NOTICE

To:
MOHAN H. ADVANI,
FLAT NO. A-501, 5TH FLO. A-WING. LOTAS BLDG.
HIRANANDANI GARDEN, POWAI.

Cor..ID.No 1,045 3923

Case.No:D-752/ COS-K

Date: 10/03/2007

6 MAR 2007

Sub: Payment of Deficit Stamp Duty

Doc.No: P-1616/94

Case.No: D-752/ COS-K

6 MAR 2007

Sir / Madam

Please refer to the instrument presented for registration under document No P-1616/94 on 17/03/94. The instrument is covered by the provisions of section 32A of Bombay Stamp Act, 1958 and stamp duty under Article 25(d) of schedule I is payable on the market value of the subject matter of immovable property.

On scrutiny of your instrument and the information available with office in respect of market value of immovable properties situated in value zone, subzon S, 1-A there is a reason to believe that market value of the subject matter property is not truly set forth in the instrument under reference.

The instrument is chargeable with stamp duty of Rs 42300.00 It bears stamp duty / franked with Rs 39600.00 and as such it is understamped to the extent of Rs 3300.00

You are hereby called upon to pay total amount of Rs 3550.00 which includes deficit stamp duty, penalty and deficit registration fee as specified below.

Date of Execution: 17/3/94

Particulars	Stamp Duty (A)	Registration Fee (B)	Grand total	
If payment is made upto the end of current month of the notice	Deficit Stamp duty	3300.00	Deficit	0.00
	Penalty	250.00	Registration fee	
		3550.00	0.00	A + B 3550.00

Please note that if deficit Stamp Duty, penalty and Registration fees is not paid within 30 days from receipt of this demand notice, recovery proceedings under section 46 of B.S.Act, 1958 (as arrears of land revenue) will be initiated.

You are hereby informed that if you want to say anything regarding this Demand Notice please see the undersigned on _____ alongwith all relevant documents personally or through authorised person. If you fail to do so, it will be presumed that you agree with the contents of this demand notice and you do not have anything to say and the matter will be decided ex parte.

(Ray Patil)

Collector of Stamps(Kurla)

Note:
Payment should be made separately by two Demand Draft / Pay Order (alongwith confirmation letter of concerned Bank)
Stamp duty & penalty of Rs/- 3550.00 in favour of COLLECTOR OF STAMPS, KURLA
Registration fees of Rs/ 0.00 in favour of JOINT SUB-REGISTRAR ANDHARI-1 M.S.D

M. H. Advani

Sanjib Patra

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into on this 29th day of September, 2023 BETWEEN MR. MOHAN H. ADVANI, aged 74 years, Pan No. : ABCPA3873A having address at Flat No. 501 , Bldg No.16, Indra Darshan , New Link Road, Oshiwara, Near Samartha Garden , Opp. Tagore Garden , Andheri (West), Mumbai -400053, and an NRI permanently staying in United Kingdom (UK), hereinafter referred to as " THE PROPOSED TRANSFEROR" (Which expression shall unless it be repugnant to the context or contrary to the meaning thereof be deemed to mean and include his heir's , executors, administrators and assigns) of the ONE PART.

AND

MR. SANJIB PATRA, aged 48 Years, Pan No.: AFNPP4278F, Indian Inhabitant presently staying at Flat 1004/A1, Rumahbali, Ghodbunder Road, Puranik Building , Bhayanderpada, Thane ,Maharashtra-400615, hereinafter, referred to as "THE PROPOSED TRANSFEREE" (Which expression shall unless it be repugnant to the context or contrary to the meaning thereof be deemed to mean and include his heir's , executors, administrators and assigns) of the OTHER PART .

M. H. Advani

Sanjib Patra

.....2.....

(3)

- 7) The TRANSFEROR has declared that he is a Non Resident Indian. Since the TRANSFEROR is an NRI, The Proposed TRANSFEROR will apply for a tax deduction certificate from the income tax department through the help of a Chartered Accountant. And after obtaining the certificate and confirming the tax amount payable, the Proposed TRANSFEROR and the TRANSFEREE will complete the registration formalities of the Agreement for sale.
- 8) The Proposed TRANSFEREE will deduct required tax amount as per the tax deduction certificate issued by the income tax department on the total Agreement value and deposit that deducted amount in the Tax account of the Proposed TRANSFEROR as per the income tax rule.
- 9) Mr. Malbin MK Victor from ABC Consultancy Services will be the sole Agent for executing and completing the entire sale procedures of the above flat.
- 10) The Proposed TRANSFEROR has agreed to clear the society maintenance charges up to date and obtain NOC from Lotus C. H. S Ltd for the sale of above flat.
- 11) The stamp duty and Registration charges of the Agreement will be paid by the Proposed TRANSFEREE and the transfer fees payable to the society will be borne by the parties equally.

M. H. A. A. & _____
* Subid Patil
....4....

(4)

SIGNED, SEALED AND DELIVERED)

By the within named "PROPOSED TRANSFEROR")

MR. MOHAN H. ADVANI)

M H Advani

Aadhar No. : 3720 0085 3719)

In the presence of *[Signature]*)

Malbin MK Victor)

SIGNED, SEALED AND DELIVERED)

By the within named "PROPOSED TRANSFEREE")

MR. SANJIB PATRA)

Sanjib Patra

Aadhar No. : 9174 7258 9121)

In the presence of *[Signature]*)

Malbin MK Victor)



RECEIPT

Received from the within named PROPOSED TRANSFEREE MR. SANJIB PATRA a sum of Rs. 5,00,000/- (Rupees Five Lakhs Only) being the advance amount towards the sale of Flat No A-501, Lotus C.H.S Ltd., situated at Hiranandani Gardens, Powai Mumbai - 400 076

Cheque	Date	Bank	Amount
000165	06.09.2023	HDFC	Rs. 5,00,000/-

I Say Received

Rs. 5,00,000/-

M. M. Patra

MR. MOHAN H. ADVANI

(PROPOSED TRANSFEROR)



Lotus

बृहन्मुंबई महानगरपालिका
MUNICIPAL CORPORATION OF GREATER BOMBAY

No.CE/348/BPES/AS

To,
Shri G.K. Vanwari,
Licensed Surveyor,
4, Mansarovar, 28, S.V. Road,
Santacruz (W),
Bombay - 400 054.

Chief Engineer,
Building Proposals (Eastern Suburbs),
100 Floor, Municipal Transport Garage (East),
4th Floor, East Gate,
Santacruz (East),
Bombay-400 075.

Sub : Full occupation permission for building No.6 consisting of Stilt + 7 upper floor known as Lotus in Sector IIA on CTS No.13, 23, 24 & 25 (All parts) of village Powai.

Ref.: Your letter dated 14-12-1994.

Sir,

With reference to the above, I have to inform you that there is no objection to your client occupying the premises as shown by you in the completion plans submitted by you after obtaining water connection from Assistant Engineer, Water Works 'S' Ward and subject to the following conditions :

- 1) That certificate under Section 270-A of the Bombay Municipal Corporation Act. shall be submitted within 3 months.
- 2) That the society shall be formed and got Registered .
- 3) That the Terms & Conditions of layout shall be complied with
- 4) That the federation of all the societies in the layout for construction and maintenance of infrastructure shall be formed.
- 5) That the lift inspector certificate shall be obtained.
- 6) That the reservation of car parking shall be restored after constructing regular access.

Note : This permission is issued without prejudice to actions under Section 305, 353-A of Bombay Municipal Corporation Act.

Yours faithfully,

sdh

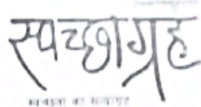
Executive Engineer
Building Proposals (Eastern Subs.

dkw/

P.T.O.



The power of service



Join us at www.swachhgraha.org to be part of our cleanliness drive



Scan code to pay your Bill via UPI Use any Bank UPI App

A. S. 501 Lotus w/ Mohan Adalan

adani Electricity

BILL OF SUPPLY RESIDENTIAL

M S HIRANANDANI ESTATE
501 CTS 13PT 23 24 25PT BLDG-6 SEC
IIA HIRANANDANI GARDENS
VIKROLI
NEAR LOTUS BLDG
Mumbai 400076
Mobile No.
Email Id
Connected Load in kW 8.00

To update your email id and mobile no. call us on 19122

24x7 Powerline
19122 We're listening.

For power interruption, complaint or restoration status
SMS POWER <9 digit account no > to 7065313030 from any mobile no.
Give us a missed call on 1800 532 9998 from your registered mobile no.
Whatsapp POWER <9 digit account no > to 9594519122 from any mobile number

CUSTOMER CARE CENTRE (CORRESPONDENCE ADDRESS)
Sakinaka Junction, Andheri-Kurla Road, Mumbai -400 072
www.adanielectricity.com
helpdesk.mumbai@adani.com
Join us on

Bill No: 101355237337 Bill Date: 09-09-2022 Type of Supply: THREE PHASE
Bill Distribution No. Cycle No: 19
Powai/Vikhroli/19/305/10/010/001 Connection date: Prior to Aug-2011

YOUR CURRENT CONSUMPTION

Tarif	Meter number	Multiplying Factor (MF)	Present reading	Energy consumption Previous reading	Consumption (Unit kWh)	Energy charge (₹)	Fixed charge (₹)
LT 1B	783240	1	35612.00	35374.00	238.00	989.15	145.00
TOTAL					238.00	989.15	145.00

ACCOUNT NO. 101931106
BILL MONTH Aug-22
DUE DATE* 30-09-2022
ELECTRIC SMILES EARNED... 2210

DUE AMOUNT
₹1980.00*

THIS MONSOON, BE SAFE.
Be it distancing from electric poles or replacing damaged electrical components - kindly do your bit to make it a safe

TRACK YOUR CONSUMPTION (UNITS)

Billing Month	Last year		This year	
	Units	Amount	Units	Amount
AUG	270	2030	238	1988
Jul	261	1960	193	1610
Jun	241	1805	212	1595
May	237	1774	428	3492
Apr	220	1642	303	2327
Mar	327	2511	243	1850

Refer Important Message Section

IMPORTANT MESSAGE

* Tentative meter reading date for your Sep-2022 bill is 09-10-2022
* AL 34 Mobile MERC approval dated 1st JUN2022. Fuel adjustment charge (FAC) is being levied in current month. For any query kindly contact at our Toll free number 19122 or visit <http://www.adanielectricity.com/fac> for details.
* Avoid delayed payment charges due to delayed cheque clearances. Choose digital modes for payment. Visit <http://www.adanielectricity.com/Payment/OnlinePayment> to know more.

Round sum bill payable (after discount of ₹16.61) on or before discount date 16-09-2022 ₹1970.00

LATE PAYMENT BILL AMOUNT
Round sum bill payable (including DPC of ₹ 24.85) after due date 30-09-2022 ₹ 2010.00*

*Refers only to current bill amount
Previous balance is payable immediately
#Payable until one month after due date thereafter
interest applicable as per MERC tariff order
##1 Electric Smile equals 1 reward point credited to your account

R D NERURKAR
District Engineer

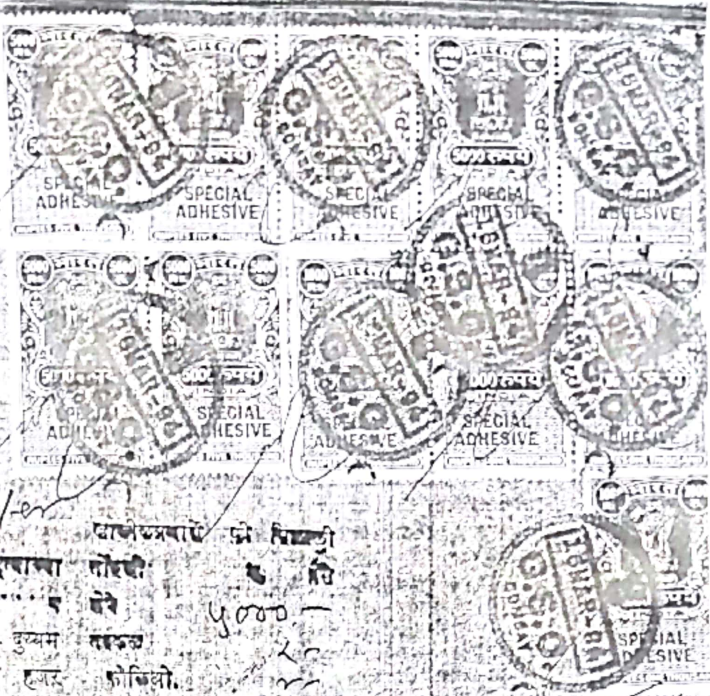


* For Cheque payment: Date of realization of cheque is 7 days from submission of cheque (whichever is earlier) shall be deemed to be the date of receipt of payment (subject to realization)
* Cheque should be Account payee (not cash) and not crossed
* Bank Cheque payable to Adani Electricity Mumbai Ltd. A/C No. 101931106
* Mention A/C No. and respective amount on back of the cheque when making the deposit to the bank
* For more information visit www.adanielectricity.com

101931106800001980300920220000201000000157016092022

6000/S11/60E3 305/10
D2943/A2943/6326/S21/R2943

05/326-331



अनुक्रमा नंबर: पी-१६१६/२०
 घन १३३४ भा ३... ३... पहिल्या भा
 ... ३६... तारखेस १... १...
 ... ३... बान्णयाला दरवान मह. दुय्यम
 निवृत्तक, वंदे यांच्या कार्यालयात हजर
 वेळा. १ M.H. Advani

घानेशचरणबाई	फौजिदार	१०००
गोरदी	१	
वेरे	२	
तारक	२	
फौजिदार	१	
रुजनात	३३	
फाईलिंग	१०	
टपाल	१०	
एकूण	१०५०	

सद. मुद्रित निवृत्तक, पन्नांक IV मुंबई (घाट)
 सद. दुय्यम निवृत्तक, पन्नांक IV मुंबई (घाट)

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Bombay this 17th day of MARCH in the Christian Year one thousand nine hundred and ninety four BETWEEN M/S. Hiranandan Entails

a Partnership Firm registered under the Indian Partnership Act, 1932/a company registered under the Companies Act, 1956 having its office at 514, Dalamal Towers, Nariman Point, Bombay 400021 hereinafter called the "PROMOTER" (which expression shall unless it be repugnant to the context or the meaning thereof mean and include, in the case of the firm the partner or partners, for the time being of the said firm, the survivor or survivors of them and the respective heirs, executors administrations of such survivor and his/her or their assigns and in the case of company its successors and assigns) of the ONE PART AND MR/MRS/MISS/M/S. MOHAN H. ADVANI

of Bombay Indian Inhabitant/s hereinafter called the "PURCHASER/S" (which expression shall unless it be repugnant to the context or the meaning thereof mean and include his/her/their respective heirs, executors, administrators and permitted assigns) of the OTHER PART.

WHEREAS (1) LAJPATRAI M. VARMA (2) RAMNIKLAL L. DHARIA (3) KIRTANLAL M. DHARIA and (4) NATWARLAL M. KADAKIA carrying on business in the firm name and style of M/S. N. LAJPATRAI DHARIA & CO. (hereinafter referred to as "the said Owners") were seized and possessed of or otherwise well and sufficiently entitled to pieces or parcels of lands or ground situate lying and being at Village Powai Taluka Kurla in the Registration District and Sub-District of Bombay City and Bombay Suburban near I.I.T. Powai

M.H.A.
 M.H.A.
 M.H.A.

and more particularly described Firstly in the First Schedule hereunder written, (hereinafter referred to as "the said larger lands").

AND WHEREAS by an Agreement for Development-cum-Sale dated 15th December, 1983 and made between the said Owners of the One Part and M/s. LAKEVIEW DEVELOPERS (hereinafter referred to as "the Original Promoters") of the Other Part the said Owners agreed to sell and the Original Promoter agreed to purchase portion of the said larger lands admeasuring 2,50,000 sq.Yds. equivalent to 2,09,025 sq.mtrs. or thereabouts for the consideration and on the terms and conditions therein contained.

AND WHEREAS the said larger lands were subject to Reservation under the Bombay Metropolitan Region development Authority under B.M.R.D.A. Act, 1974 (hereinafter referred to as "the said Authority") for Powai Area Development Scheme as provided by the Development Plan of the City of Bombay.

AND WHEREAS pursuant to the said Agreement for Development-cum-sale dated 15th December, 1983 the said Owners executed Power of Attorney in favour of Partner of the Original Promoter on 15th day of December 1983 interalia authorising the Original Promoter to do and carry out various acts, deeds, matters and things for and on behalf of the said Owners as contained herein.

AND WHEREAS the said Agreement for Development-cum-sale dated 15th December, 1983 was subject to the Joint Survey of the portion of the said larger lands and subject to retention of certain areas by the said Owners as contained therein.

AND WHEREAS upon the Joint Survey and upon the further Agreement, the portion as set out in the original Agreement for Development-cum-sale dated 15th December, 1983 was varied and increased to 4,06,000 Sq. Yds. equivalent to 3,34,454.14 Sq.Mts. of the said larger lands subject to retention of 35,890 Sq.Yds. equivalent to 30,007 Sq.Mts. or thereabouts by the said Owners on the terms and conditions further agreed between the parties and recorded by a Supplement Agreement dated 12th June 1985 and made between the said Owners and the Original Promoter in a letter Form.



AND WHEREAS subsequently it was also agreed between the said Owners and the Original Promoter by Agreement dated 31st December, 1985 that instead of retaining 35,890 Sq.Yds., i.e. 30,007 Sq.Mts. the Owners will retain 17,601.53 Sq.Yds. equivalent to 14,717 Sq.Mts. or thereabouts from the said larger lands and other terms as contained therein.

AND WHEREAS pursuant to the said Agreement for Development-cum-sale dated 15th December, 1983 and Supplement Agreement dated 12th June, 1985 the said Owners have placed the Original Promoter in possession of the portion of the said larger lands with right to deal with, develop and dispose of the same.

Handwritten notes in Marathi: 'सुद्धा 28/5/07' and '550-50000'.

Handwritten signature: 'Mohan R. Advani'.

दिनांक: 28/5/07



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AND WHEREAS by a Tripartite Agreement dated 19th November, 1986 and made between the Governor of Maharashtra of the First Part B.M.R.D.A. of the Second Part and Harishchandra Chandra-bhan Sharma and others of the Third Part the State Government agreed to dispose of inter alia portion described secondly in the first schedule hereunder written and forming part of the larger property in favour of the Owners.

AND WHEREAS pursuant to the Agreement between the State of Maharashtra and B.M.R.D.A. and the said Owners, an Agreement to Lease was executed at Bombay on 19th November 1986 by the B.M.-R.D.A. in favour of the said Owners therein described as Licensees and pursuant to the Owners having conceded and/or handed over inter alia the said portion of the said larger lands to B.M.R.D.A. under the said Scheme as a result of acquisition under the B.M.R.D.A. Act, 1974, the B.M.R.D.A. agreed to grant a Lease for a period of eighty years with effect from 19th November, 1986 on the terms and conditions therein contained.

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AND WHEREAS accordingly the Original Promoter is entitled to right to develop the said portion more particularly described Secondly in the First Schedule hereunder written.

AND WHEREAS I.O.D. and Works Commecement Certificate have been issued by the Bombay Municipal corporation of Greater Bombay to the Original Promoter and the Original Promoter has commenced development of the said portion more particularly decribed Secondly in the First Schedule hereunder written.

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AND WHEREAS the title of the said Owners and/or B.M.R.D.A. is certified by M/s. Parimal K. Shroff & Co. Advocates as per their certificate of title a copy of which is annexed hereto and marked with letter 'A'

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AND WHEREAS the said portion stands in the Revenue Records and Municipal records in the name of the said Owners and copy of the 7/12 extracts showing the names of the said Owners is annexed hereto and marked with letter 'B'

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AND WHEREAS the Original Promoter is entitled to sell or allot Flat/Shop/Garage/Car parking Space/area covered under stilt/other premises in the proposed building to be constructed on the said portion in the name of 'HIRANANDANI GARDENS' as sanctioned under the I.O.D. issued by the Executive Engineer, (Eastern Suburbs) and Works Commecement Certificate copies of which are annexed hereto and marked with letter 'C' COLLECTIVELY.

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AND WHEREAS by an Agreement for Assignment dated 22nd & 24th day of April '92 the said Original Promoter agreed to assign and transfer the benefit of development right in respect of portion of the said portion with proportionate ground area and benefit of the proposed plans then expected to be sanctioned to the promoter herein for the consideration and on the terms and conditions therein contained.


[Handwritten signature]



AND WHEREAS the said Building plans for the Building to be constructed on the portion of the said portion more particularly described Thirdly in the First Schedule hereunder written have been since sanctioned. (hereinafter referred to as "the said building") and the said building is interconnected with/without common partition wall with other building or buildings under development by Original Promoter and/or their nominee or nominees as the case may be.

AND WHEREAS the right of the Promoters is restricted to development of the said Building being the interconnected building with/without common partition wall with the other buildings and more particularly described Thirdly in the First Schedule hereunder written.


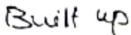
AND WHEREAS the Promoter is liable to pay and/or contribute the prorata Development costs and all other benefits in respect of the said lay out and rights of the Promoter are restricted to the plinth area and/or land married to the plinth area alone and the total F.S.I. available to the Promoter has no corresponding effect on the ground area of the said portion more particularly described Thirdly in the First Schedule hereunder written.

M.H.A.  AND WHEREAS the Promoter has agreed to sell and the purchaser/s has/have agreed to purchase Flat/~~terrace~~ Flat/~~shop~~ Carage/~~Terrace~~ ~~Stilt Area/Basement/Other~~ premises No. A-501 on the Fifth floor of A Wing of Building LOTUS, situate at "HIRANANDANI GARDENS" (hereinafter referred to as "the said premises") for the consideration and on the terms and conditions hereinafter appearing.

AND WHEREAS the parties hereto are desirous of recording the terms and conditions agreed between them as hereinafter appearing.

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

1. The Promoter is developing the said portion situate lying and being at Village Powai, Taluka Kurla in the Registration District and Sub-district of Bombay City and Bombay Suburban more particularly described Thirdly in the First Schedule hereunder written (hereinafter referred to as "the said property") as Sub-Developer and/or Assignee and/or Sub Licensee under the said Agreement for Development-cum-sale dated 15th December, 1983 and under the Tripartite Agreement dated 19th November, 1986 and made between the Government of Maharashtra of the First part, B.M.R.D.A. of the Second part and interalia the said Owners of the Third Part on the terms and conditions therein contained.

M.H.A.  Built up  2. The Promoter has agreed to sell and the Purchaser/s has/have agreed to purchase the said premises in the said property admeasuring 850 Sq. Ft. sq. metres (Carpet area which is inclusive of the area of balconies) for the price

of Rs. 595000/- (Rupees Five (00) Ninety Five
Furnished Only only) (including Rs. Nil being
 the proportionate price of the common area and facilities appur-
 tenant to the said premises as shown on the typical floor plan
 annexed hereto) to be paid by the Purchaser/s to the Promoter
 in the following manner :

As per the letter of Abatement dated 8th Sept '92

- (a) Rs. 50000/- /- earnest amount
- (b) Rs. - /- on or before -
- (c) Rs. 71000/- /- on completion of plinth
- (d) Rs. 58000/- /- on completion of 1st slab
- (e) Rs. 58000/- /- on completion of 2nd slab
- (f) Rs. 58000/- /- on completion of 3rd slab
- (g) Rs. 58000/- /- on completion of 4th slab
- (h) Rs. 58000/- /- on completion of 5th slab
- (i) Rs. 58000/- /- on completion of 6th slab
- (j) Rs. 58000/- /- on completion of 7th slab
- (k) Rs. 58000/- /- on completion of 8th slab
- (l) Rs. - /- on completion of 9th slab
- (m) Rs. - /- on completion of 10th slab
- (n) Rs. - /- on completion of 11th slab
- (o) Rs. - /- on completion of 12th slab
- (p) Rs. - /- on completion of 13th slab
- (q) Rs. - /- on completion of 14th slab
- (r) Rs. - /- on completion of 15th slab
- (s) Rs. - /- on completion of 16th slab
- (t) Rs. - /- on completion of 17th slab
- (u) Rs. - /- on completion of 18th slab
- (v) Rs. - /- on completion of 19th slab
- (w) Rs. - /- on completion of 20th slab
- (x) Rs. - /- on completion of 21st slab
- (y) Rs. - /- on completion of 22nd slab
- (z) Rs. 100000/- /- on possession being offered
- Rs. 595000/- /- Total

On possession of the said premises being offered by the Promoter to the
 Purchaser/s as licensee pending execution of Deed of Lease or Assign-
 ment in favour of registered Co-operative Society, Limited Company or
 Condominium of Agreements and upon execution of such

Lease and/or Deed of Assignment such personal licence to enter upon and enjoy the said premises in favour of the Purchaser/s shall automatically become absolute possession of the Purchasers. The Purchaser/s shall pay the amounts as aforesaid on the due dates without fail and without any delay or default as time in respect of the said payments is of the essence of the contract. The Promoter will forward to the Purchaser/s intimation of the Promoter having carried out the aforesaid work at the address given by the Purchaser under this Agreement and the purchaser will be bound to pay the amount of instalments within eight days of promoter despatching such intimation under Certificate of Posting at the address of the Purchaser/s as given in these presents.

3. It is expressly agreed that the Purchaser shall be entitled to the common areas and facilities appurtenant with the said premises and the nature, extent and description of such common areas and facilities and percentage of undivided interest which the Purchaser will enjoy in the common areas and facilities appurtenant to the said premises agreed to be sold is set out in the Second Schedule hereunder written.

4. The Purchaser declare and confirm that he/she/they is/are aware that the right of the Promoters are restricted to the said Building and the ground area married to the plinth of the said building as set out thirdly in the First Schedule hereunder written and the said building is inter connected building along with other buildings under development by the said Original Promoter and the total F.S.I. under development by the Promoter have nothing to do with the ground area and the same are not in proportion to each other and neither the Promoters nor the Purchaser shall be entitled to claim any further or other right to the area other than the ground area and the plinth area and/or the land married to the plinth area and more particularly described in the Third Schedule hereunder written.

5. The Purchaser doth hereby confirm that all the obligations of the Promoters under the Agreement with Original Promoters as to bear and pay development charges and all other costs, charges and expenses including charges for lay out conditions and fulfillment thereof shall be borne and paid by the Purchaser along with the other prospective purchasers of premises in the said building under construction and development by the Promoters and more particularly described in the First Schedule hereunder written and the promoter shall not be responsible or liable in that behalf.

6. The Purchaser doth hereby further declare and confirm that he/she/they shall have no right, title, interest, claim or demand to the other interconnected or adjacent building or buildings to the said Building in question and shall not object or dispute the right to rest connected or supported the adjoining wing or wings of the other building or buildings as shown on the plan annexed hereto or as may be amended or modified time to time by the said Original Promoters with the said building or their nominees and the right of the purchaser is restricted to the said building and the said premises as set out herein.

7. It is expressly agreed that the Purchaser/s shall be entitled to the limited common areas and facilities along with the said premises and the extent, nature and description of such limited common areas and facilities and the percentage of undivided interest which the purchaser will enjoy in the limited common areas and facilities appurtenant to the said premises agreed to be sold is set out in the Third Schedule hereunder written.
8. It is expressly agreed between the Promoter and the Purchaser/s that the said premises shall be utilised for residential/commercial/shopping purposes and garages/car parking spaces/area covered under the stilt shall be used only for parking vehicles pertaining to the Purchaser and for no other purpose or purposes whatsoever. The Purchaser agrees not to change the user of the said premises without prior consent in writing of the Promoter which the Purchaser will be entitled to if he/she/they desire and any unauthorised change of user by the Purchaser shall render this Agreement voidable and the Purchaser in that event shall not be entitled to any right arising out of this Agreement.
9. The Promoter has obtained a Certificate of Title of the said Owner/s and/or the said B.M.R.D.A. to the said property more particularly described in the First Schedule hereunder written from M/s. Parimal K. Shroff & Co., Advocates and Solicitors, a copy of the said Certificate is annexed hereto and marked with letter 'A'. The Purchaser confirms having inspected the original title certificate and the Purchasers further confirm/s that the copy annexed hereto is the true copy of the original Certificate inspected by the Purchaser/s. The Purchaser/s accept/s the said Title Certificate and the Purchaser/s agree/s not to raise any further or other requisitions or objections to the Title of the said Owners and/or the said B.M.R.D.A. and/or the Promoter to the said property.
10. The Revenue Records i.e. 7/12 Extracts, 6/12 Extracts, City Survey Extracts, extract from the Assessor and Collector stands in the names of the said Owners and copies of the said 7/12 Extracts are annexed hereto and marked with letter 'B' and the Purchaser confirm/s that the inspection of the said original Record is taken by the Purchaser prior to the execution of these presents and the copies annexed hereto are the copies of the original records inspected by the Purchaser.
11. The Promoters are constructing proposed multi-storey buildings as per the sanctioned Plans under I.O.D. and Works Commencement Certificate, issued by the Executive Engineer (Eastern Suburbs) copies of which are annexed hereto and marked with letter 'C' COLLECTIVELY. The Purchaser/s confirm/s that he/she/they has/have inspected the originals of the said Plans and I.O.D. and Works Commencement Certificate and Purchaser further confirms that the copies annexed hereto are the true copies of the said Plans, the said I.O.D. and the said Works Commencement Certificate and the same are inspected by the Purchaser prior hereto.
12. It is expressly agreed that the said premises shall contain (save and except terrace, basement, garage, car parking space, area covered under still which shall be a normal brick structure

with cement plaster and cement flooring) specifications, fixtures, fittings and amenities as set out in Fourth Schedule hereunder written and the Purchaser confirm that the Promoter shall not be liable to Provide any other specifications, fixtures, fittings and amenities in the said premises.

13. The Promoter confirm that they are developing the said Property in accordance with the sanctioned plans and the Floor Space Index available on the said property is not utilised by the Promoter elsewhere.

14. The Purchaser confirms that the Promoter has given full free and complete inspection of documents of title in respect of the said property including the documents set out hereinabove and the Purchaser confirms that he/she/they has/have entered into this Agreement after inspecting the aforesaid documents.

15. The Purchaser confirms that the instalments payable by the purchaser under these presents shall be on the due dates without any delay or default as time in respect of payments of instalments and in respect of all amounts payable under these presents by the Purchaser to the Promoter is of the essence of the contract. If the purchaser makes delay or default in making payment of any of the instalments; or amounts the Promoter shall be entitled to interest at the rate of 24% per annum on all such amounts and instalments from the date of default till payment and/or receipt thereof by the Promoter without prejudice, to their other rights in law and under these presents. It is further agreed that on the Purchaser committing default in payment of either the instalments or any other amount or amounts under these presents on the due date (including his/her proportionate share of taxes, rates, cesses, other charges, betterment charges and all other outgoings) the Promoter shall be entitled at their option to terminate this Agreement PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Promoter after giving the Purchaser 15 days prior notice in writing of their intention to terminate this Agreement and specifying the breach or breaches of the terms and conditions on account of which the Promoter intend to terminate the Agreement and if the Purchaser continues the default in remedying such breach or breaches within the stipulated period of fifteen days from the date of such notice from the promoters. It is further agreed that upon termination of this Agreement as stated herein the Promoter shall refund to the Purchaser the instalments of the sale price which the Purchaser may have till then paid to the Promoter but the Promoter shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this Agreement and refund of the aforesaid amount by the Promoter, the Promoter shall be at liberty to dispose of and sell the said premises to such person or persons at such price and on such conditions as the Promoter may desire and think fit in their absolute discretion and the Purchaser shall have no right in that behalf.

16. The Promoter will sell all premises intended to be constructed on the said property with a view ultimately that the Purchaser of all the premises in the said Buildings shall be admitted to

the Co-operative Society or Limited Company or condominium of Apartments of all such prospective purchasers (hereinafter referred to as "the said Organisation) and upon the Purchaser of all the premises in such building/buildings paying in full their respective dues payable by them to the Promoter and complying with the terms and conditions of their respective Agreement with the Promoter, the Promoter shall cause Lease of the said property to be executed and/or cause Assignment and Transfer of the said property to be executed in favour of the said Organization of various premises purchasers.

17. It is expressly agreed that the possession of the said premises will be handed over by the Promoter to the Purchaser/s by 18th day of November, 1997 Provided the Promoters have received the full purchase price of the said premises and other amounts payable by the Purchaser/s to the Promoter under these presents and Provided the construction by the Promoter is not delayed on account of nonavailability of steel, cement and other building material, water or electric supply and no act of God, Civil Commotion, Riot, War or any notice, Order, Rule, Notification of the Government and/or any other Public Body and/or Competent Authority has disturbed the construction schedule of the Promoters and there is no delay in issue of Occupation Certificate and/or Building Completion Certificate by the Bombay Municipal Corporation and/or Planning Authority and circumstances beyond the control of the Promoters. If the Promoter for the aforesaid reasons beyond the control of the Promoters are unable to give possession of the said premises by the dates stipulated hereinabove then the Promoters agree that they shall be liable on demand by the Purchaser to refund to the Purchaser the amounts already received by them in respect of the said premises with simple interest at the rate of 21% per annum from the date the Promoters received the sum till the dates the amounts and interest thereon is repaid by the Promoters to the Purchaser. Till the entire amount and interest as stated is refunded by the Promoters to the Purchaser they shall subject to prior encumbrances, if any, be charged on the said property as well as the premises in question. It is agreed that upon refund of the said amount together with interest as stated hereinabove the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the said premises or against the said property in any manner whatsoever and the Promoter shall be entitled to deal with or dispose of the said premises to any person or party as the Promoters may desire at their absolute discretion.

18. Upon the Purchaser taking possession of the said premises, he/she/they shall have no claim against the Promoter/s as regards the quality of the building material used for construction of the premises or of the nature of construction of the said premises or otherwise howsoever, Provided that if within a period of three years from the date of handing over the premises to the Purchaser, the Purchaser brings to the notice of the Promoter/s any defect in the said premises or the building in which the said premises are situated or the material used therein then, wherever possible such defects shall be rectified by the Promoter at his/their own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter/s reasonable compensation for such defect.

19. The Purchaser hereby agrees that in the event of any amount by way of premium or security or charges is payable to the Municipal Corporation of Greater Bombay, State Government or to the B.S.E.S. or betterment charges or development tax or security deposit or charges for the purpose of giving water connection, drainage connection and electricity connection or any other tax or payment of a similar nature becoming payable by the Promoter/s, the same shall be paid by the Purchaser to the Promoter/s in proportion to the area of the said premises and in determining such amount, the discretion of the Promoter/s shall be conclusive and binding upon the Purchaser. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rata charges which the Purchaser may be called upon to pay to the Promoter in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cables, electric substation (if any) making and maintaining of Internal Roads, and access to the said property, drainage layout and all other facilities including providing for any transport facilities to the Purchasers of Premises in the said Buildings and acquiring or having or having any buses or other vehicles in that behalf and maintenance, Insurance and replacement such bus or buses time to time till the charge of the said property is handed over to such Organisation as the case may be.

20. (A) The Purchasers shall at the time of delivery of the possession of the said premises pay to the Promoter/s the following amounts :-

- (1) Rs. 10/- towards membership fees. (2) Rs. 250/- for individual and Rs. 500/- in other cases towards share money. (3) Rs. 750/- towards deposit/premium charges of electric, water and sewerage connection, (4) Rs. 500/- towards legal costs. (5) Rs. 15/- per sq.ft. of Built-up area towards provisional outgoings for Municipal taxes, water bills, common electric bills, maintenance charges and other society expenses.

These aforesaid amount are to be paid before possession is given as "Society Deposit" and no interest will be payable thereon. The Promoter/s shall utilise the sum paid by the Purchaser to the Promoter/s for meeting all legal costs, charges and expenses including professional costs of the Attorney at Law/Advocates of the Promoters in connection with formation of the said Society or as the case may be limited Company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance or assignment of lease.

(B) The aforesaid amount towards provisional outgoings after deduction therefrom of arrears of taxes and expenses mentioned in the Fifth Schedule and the expenses incurred in the formation of the said Organisation or legal expenses etc. will be transferred by the Promoter/s to the said Organisation as and when such co-operative society is formed and after the property is finally transferred to such Organisation. If however, such Organisation is not formed, the said amounts will be retained by the promoter and the same will not be refunded to the Purchaser.

M. K. D.

(C) Notwithstanding anything contained in this Agreement the purchaser hereby agree to contribute and pay his/her proportionate share towards the costs, charges, expenses municipal taxes and outgoings in respect of the items specified in the Fifth Schedule hereto. Such share to be determined by the Promoter/s having regard to the area of each flat/premises/garage. The Purchaser will not be entitled to ask for adjustment of the deposit amounts mentioned herein against the expenses, Municipal taxes and outgoings.

21. Notwithstanding what is contained herein to the contrary it is expressly agreed between the Promoter and the Purchaser that the original Promoter shall be entitled to utilise and enjoy either personally or through any nominee all area or areas forming part of the larger property including the said portion as properly as may be available time to time including areas reserved for Public utility including recreation etc. by utilising the same as the Original Promoters may deem fit and the Original Promoter interalia will be entitled to construct Recreation Centre, Health Club, Library or Club Houses, Cinema Theatre, Video Theatre or Hotel or such other activity or activities as the original Promoters may desire on professional and/or commercial basis and the ownership of such construction or structure including right to own, manage, run and conduct such area or areas or structure or structures with right to transfer or assign benefit thereof and to recover and appropriate consideration received therefrom including from the day-to-day business thereof shall be that of the Original Promoters alone exclusively and the Purchaser/s shall have no right thereto in his individual capacity or through any Co-operative Society, Limited Company or Condominium of Apartment as the case may be. The Purchaser doth hereby declare and confirm for the sake of clarity that the ownership of all such area or areas and construction by way of Recreation Centre, Health Club, Library or Club House or Hotel etc., shall belong to that of the original Promoter alone exclusively and the Purchaser shall have no right to the same in any manner whatsoever.

22. Notwithstanding what is contained herein to the contrary it is further agreed between the Promoter and the Purchaser that the Purchaser shall deposit an amount at the rate of Rs.25/- per sq. ft. of built-up area in respect of the said premises and either hold the same personally or through the original Promoter or through any Company, Trust, Organisation or Institution as the Promoter may desire so as to evolve an arrangement whereby the maintenance of the internal Layout Roads, Recreation area, repairs thereof including street lighting and Play Ground etc., is managed by the Promoter and/or by the Original Promoters and/or by the Institution or Body nominated by the Promoters and the Promoter will have full right, absolute authority and good power to invest the said amount or amounts in the manner deemed fit by the Promoter and the Purchaser shall have no right to the said amount and the Promoter liable in that behalf in any manner whatsoever. It is agreed that the Promoter shall be entitled to utilise the said amount till the same are exhausted for the purpose of the aforesaid arrangement for the aforesaid maintenance work and make diligent efforts in that behalf. However, the Promoters shall not be liable for

any act of Commission or Omission or failure in future maintenance or repairs of internal layout, roads, street lighting, play ground and other areas by reason of the fact that the aforesaid amount is paid by the Purchaser to the Promoter and the Promoter will endeavour in reasonable manner to provide for a Body or Institution as the Promoter may deem fit so as to maintain the said internal layout roads, street lighting, play ground etc. through the medium of such institution or body as the case may be.

23. So long as each flat/premises/garage in the said building shall not be separately assessed for Municipal taxes and water taxes, the purchaser shall pay to the Promoter/s or to the said organisation when formed a proportionate share of the municipal tax and water tax assessed on the whole building, such proportion to be determined by the Promoter/s on the basis of the area of each flat/premises/garage in the said building. The Purchaser along with the other premises holders will not require the Promoter/s to contribute a proportionate share of the maintenance charges of the flat/premises/garage, etc. which are not sold and disposed off by the Promoter/s. The Promoter/s will also be entitled to the refund of the municipal taxes on account of the vacancy of the said premises.

24. The Purchaser shall from and after the date of issue of the notice from the Promoters/ to him/her/them to take possession of the said premises shall regularly pay every month irrespective of possession being taken or not a provisional amount of Rs. 1.25/- per sq.ft. of built-up area towards taxes, salary of the person appointed by the Promoter, liftmen, sweepers, insurance premium, etc. and other outgoings and expenses including the outgoings mentioned in the Fifth Schedule hereto.

25. The Purchaser shall not use the said premises for any purpose other than as set out in these presents nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the said building or for any illegal or immoral purpose.

26. If the Promoter/s is/are not able to give possession of the said flat/shop/garage/car parking space to the Purchaser on account of any reasonable cause of circumstances beyond their control the Purchaser shall not be entitled to any damages whatsoever but he/she shall be entitled to remedies available under the Maharashtra Ownership Flats (Regulation or Promotion of Construction, Sale, Management and Transfer) Act, 1963.

27. The Purchaser/s or himself/themselves with intention to bring all persons unto whatsoever hands the said premises may come, doth/do hereby covenant with the Promoter/s as follows:

a) To maintain the said premises, at Purchaser's own cost in good tenable repair and condition from the date of possession

of the said premises is taken and shall not do or suffered to be done anything in or to the building in which the said premises is situate, staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or changes/alter or make addition in or to the building in which the said premises is situated and the said premises itself or any part thereof.

b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to danger the construction or structure of the building in which the said premises is situated or storing of which goods objected to by the concerned local or other authority and shall not carry or cause to be carried heavy package whose upper floors which may damage or likely to damage the staircase, common passage or any other structure of the building in which the said premises is situated or the said premises on account of negligence or default of the Purchaser shall be liable for the consequences of the breach.

c) To carry at his/her own cost all internal repairs to the said premises and maintain the said premises in the same conditions, state and order in which it was delivered by the Promoter/s to the Purchaser and shall not do or suffer to be done anything in or to the building in which the said premises is situated or the said premises which may be given the rules and regulations and bye laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision the Purchaser shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

d) Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the building in which the said premises is situated and shall keep the portion, sewers, drains pipes in the said premises and appurtenances thereto in good tenantable repair and condition and in particular, so as to support, shelter and protect the other parts of the building in which the said premises is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said premises without the prior written permission of the Promoter/s and/or the Society or the Limited Company.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and building in which the said premises is situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said land and the building in which the said premises is situated.

g) To pay to the Promoter/s within 7 days of demand by the Promoter/s his/her/their share of security deposit/charges/premium demanded by the concerned local authority or Government or giving water, drainage, electricity or any other service connection to the building in which the said premises is situated.

h) To bear and pay increase in local taxes, water charges, Insurance and such other levys, if any, which are imposed by the concerned local authority, and/or Govt. and/or other public authority, on account of change of user of the said premises by the Purchaser, viz. user for any purposes other than for residential purpose.

i) The Purchaser shall not let, sub-let, transfer, assign or part with the said premises interest or benefit of this Agreement or part with the possession of the said premises until all the dues payable by the Purchaser to the Promoter/s under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until Promoters have permitted in writing to the Purchaser in that behalf.

j) The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company may frame at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the Building Rules, Regulations and Bye Laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

k) Till a lease or Assignment of building in which the said premises is situated is executed, the Purchaser shall permit the Promoter/s and his/their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and conditions thereof.

28. At the time of registration of the Lease/Assignment in respect of the said properties the Purchaser shall pay to the Promoter/s the Purchaser's share of stamp duty and registration charges payable, if any, by the said Society a Limited Company or Condominium of Apartments on the Lease or Assignment or transfer or any document or instrument of transfer in respect of the said property and the building to be executed in favour of the Society or Limited Company or Condominium of Apartments as the case may be.

29. Provided it does not in any way effect or prejudice the rights of the Purchaser in respect of the said premises the Promoter/s shall be at liberty to sell, assign, transfer or otherwise deal

with their right, title and interest in the said property more particularly described secondly and thirdly in the First Schedule hereunder written.

30. The Purchaser and the Person to whom the said premises are permitted to be transferred, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Promoter/s or the Co-operative Housing Society and/or the Limited Company and/or condominium of Apartments (as the case may be) may require for safeguarding the interest of the promoter/s and/or the Purchaser and other Purchasers in the said property, more particularly described in the First Schedule hereunder written.

31. The Purchaser and the person to whom the said premises is permitted to transfer with the written consent of the Promoter/s shall observe and perform all the provisions of the bye-laws and/or the rules and regulations of the Co-operative Housing Society when incorporated and/or all the provisions of the Memorandum and Articles of Association of the Limited Company when incorporated and/or the condominium of Apartments and the addition alterations or amendments thereof for the observance and carrying out the Building Rules and Regulations and the Bye Laws for the time being of the Municipal Corporation of Greater Bombay and other local and/or public bodies. The Purchaser and persons to whom the said premises are allowed to be transferred shall observe and perform all stipulations and conditions laid down by such co-operative housing society or limited company or Condominium of Apts. as the case may be regarding the occupation and use of, the said premises and the said property and shall pay and contribute regularly and punctually towards rates, cesses, taxes and/or expenses and all other outgoings.

32. It is agreed between the Promoter and the Purchaser that after the notice in writing is made by the Promoter to the Purchaser that the premises is ready for use and occupation the Purchaser shall be liable to take and pay the proportionate share (i.e. in proportion to the floor area of the said premises) all outgoings in respect of the said property and the proposed building including local taxes, Cesses, Rates and other charges, betterment charges and all other Rules by the Local Authority, Government, Water Charges, Insurance charges, common lights, repairs, salaries of clerks, Bill Collector's charges, Chowkidar and Sweeper charges, maintenance charges and all other expenses necessary and incidental to the administration, Management and maintenance of the said property and the said buildings and until the said property is transferred to any Co-operative Society, Limited Company or Condominium of Apartments as the case may be the Purchaser shall pay to the Promoter the Proportionate share of outgoings as may be determined by the Promoters. The Purchaser further agrees that till the purchaser share is so determined the Purchaser shall pay to the Promoter the said provisional monthly contribution towards such outgoings and taxes and the amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance or deed of transfer is executed in favour of any Society, Limited Company or Condominium of Apartments as the case may be, subject to the provisions of Section 6 of the Maharashtra Ownership Flat Act, 1963. On

such Conveyance or transfer being executed the aforesaid monthly contributions (less deductions provided for in this Agreement) shall be paid over by the Promoters to the Society or Limited Company or Condominium of Apartment as the case may be. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings and charges regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

33. The Promoter/s shall maintain a separate account in respect of sums received by the Promoters from the purchaser as monthly contribution and shall utilise the amounts only for the purpose for which they have been received.

34. The Promoter/s shall form of the Purchaser along with the other purchasers who have taken or who may take the other premises in the said building a Co-operative Housing/Premises Society or Limited Company or Condominium of Apartments. The rights of the Purchasers of the said premises will be recognised and regulated by the provisions of the said Co-operative Housing Society premises or limited company or condominium of apartments and the rules and regulations framed by them thereunder.

35. On receipt by the Promoter/s the full payment of the amounts due and payable by the purchasers of all the premises and not earlier than 18th Nov., 1997, the Promoter/s shall cooperate with the purchasers in forming and registering or incorporating a co-operative housing/premises society or limited company or condominium of apartments as the case may be subject to the rights of the Promoter/s under this Agreement and the Conveyance to be executed in pursuance hereof when the co-operative Housing/Premises Society or Limited Company or Condominium of Apartments is registered or incorporated or formed as the case may be all the amounts due and payable to the Promoters by all premises purchasers are paid in full, as aforesaid, the Promoter/s shall execute or cause to be executed lease or Assignment in favour of any such Co-operative Housing Society or Limited Company or Condominium of apartments as the case may be.

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

37. M/s. Parimal K. Shroff & Co., Advocates and Solicitors of the Promoter/s shall prepare the Lease/Assignment and all other documents to be executed in pursuance of these presents as also the Bye-laws and the Memorandum and Articles of Association in connection with the Co-operative Housing/Premises/Society or Limited Company as the case may be and all costs, charges and expenses in connection with the preparation and execution of the Lease/Assignment and other documents and the formation or registration or incorporation of the Co-operative Housing Premises/Society or the Limited Company or Condominium of Apartments as the case may be shall be borne and paid by all the Purchasers of the said premises in the said property in proportion to the respective area of the respective premises.
38. The stamp duty and registration charges incidental to this Agreement shall be borne and paid by the Purchaser alone. The Purchaser shall immediately after the execution of this Agreement lodge the same for registration with the Sub-Registrar of Assurances and inform the promoter the number under which and day on which the same is registered with sufficient notice to enable the promoter within reasonable time thereafter to attend the office of the Sub-Registrar of Assurance and admit execution and thereof at the costs and risk of the purchaser. At the option of the promoter if the promoter executes or causes to be executed by the lessors lease or assignment in respect of area larger than the concerned building or buildings or land married to such building or buildings in favour of any such Co-operative Housing/Premises Society, Limited Company or Condominium of Apartments or body or association of all the prospective purchasers of flats & premises in such building or buildings, then in that event the Purchaser shall cause such Co-operative Housing/Premises Society, Limited Company or Condominium of Apartments or body or association of all the prospective purchasers of flats and premises in those such building or buildings to execute simultaneously on the execution of such Lease or Assignment in their favour under lease/sublease in favour of the Promoter/s or their nominee or nominees in respect of such portion or portions as the promoters may desire with right to assign or transfer without any rent or compensation or charges.
39. All notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if posted to the purchaser under certificate of posting at :
- Post Box NO: 1352
- DUBAI, UNITED ARAB EMIRATES
40. Nothing contained in these presents shall be construed to confer upon the purchaser any right, title or interest of any kind whatsoever into or over the said property and the premises or any part thereof such conferences to take place only upon the execution of the Lease/Assignment in favour of a Limited Company or a Co-operative Housing/Premises Society or Condominium of Apartments or an incorporated body to be formed of the Purchasers of all premises in the building as herein stated.

41. The Purchaser shall have no claim save and except in respect of the particular premises, common areas and facilities and limited common areas and facilities hereby agreed to be acquired, i.e. all other areas including terrace, etc. will remain the property of the Promoter/s until the whole of the said property is transferred to the Co-operative Society or Limited Company or Condominium of Apartments as herein provided subject to the rights of the Promoter/s as contained in this Agreement.

42. The Purchaser shall at no time demand partition of his/her interest in the said building and/or property it is being hereby agreed and declare by the purchaser that his/her such interest in the said premises is impartible.

43. The Promoter/s shall always have a right to get the benefit of additional F.S.I. for construction from B.M.C. and also to make the addition, alterations, raise, storeys or put up additional structures as may be permitted by the Municipal Corporation of Greater Bombay and other competent authorities such additions structures and storeys will be the sole property of the Promoter/s alone who will be entitled to use the terrace including the parapet wall for any purpose including display or advertisements and sign boards and the Purchaser shall not be entitled to raise any objection or claim or any abatement in the price of the premises agreed to be acquired by him/her/them and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Promoter/s.

44. The Purchasers hereby expressly agrees and covenant with the Promoters that in the event of all the wings of the said proposed buildings on the said property and/or all the buildings on the said property being not ready for occupation simultaneously and in the event of the Promoters offering licence to enter upon the said premises to the Purchaser/s or handing over possession of the said premises simultaneously on the execution of Lease/Assignment in respect of the said property or Deed of Transfer in respect of the said property earlier than completing all the wings and all the buildings on the said property then and in that event the Purchaser has/have no objection to the Promoters completing the construction of the balance wings or buildings on the said property without any interference or objection by the Purchaser/s. The Purchaser/s further confirm that he/she/they shall not object or dispute construction of the balance building or buildings, wing or wings or part or parts thereof by the Promoters on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled to either transfer or through any nominees to construct and complete the said wing or wings or building or buildings on the said property as they may desire in their absolute discretion without interference or objection or dispute by the purchaser/s.

45. The Promoter/s shall in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this agreement shall have a first lien and charge on the said premises agreed to be purchased by the Purchaser.

46. The Purchaser hereby covenants to keep the said premises, walls and partition walls, sewer, drains, pipes and appurtenances thereto in good and tenable repair and condition and in particular so as to support shelter and protect the parts of the building other than the said premises. The Purchaser further covenants not to chisel or in any other manner damage the columns, beams, slabs or R.C.C. Partition or walls or other structural members without the prior written permission of the Promoter/s. Any breach of this condition shall cause this Agreement to be ipso facto to come to an end and the earnest monies and all other amounts paid by the Purchaser to the Promoter/s shall stand forfeited and the promoter/s shall be entitled to deduct from the balance payments made by the Purchaser such amounts as they may find proper to compensate for the damage so caused and if such payments are inadequate, they shall be entitled to deduct from the balance payments made by the Purchaser such amounts as they may find proper to compensate for the damage so caused and if such payments are inadequate, they shall be entitled to recover further amounts from the Purchaser to compensate for the damage so caused and the Purchaser hereby consents to the same. The decision of the Promoter/s in that regard shall be final and binding upon the Purchaser who shall not dispute the decision of the Promoter/s in this regard.

47. It is expressly agreed that the Promoter shall be entitled to put a hoarding on the said property or on the building or buildings on the said property or any parts of the building or buildings on the said property and the said hoardings may be illuminated or comprising or neon sign and for that purpose the Promoters are fully authorised to allow temporary or permanent construction or erection in installation either on the exterior of the said buildings or on the said property as the case may be and the Purchaser agrees not to object or dispute the same.

48. It is agreed that the Promoter/s shall be entitled without affecting the rights of the Purchaser to the said premises including the area thereof to revise the building plans in respect of the said building and to utilise the total F.S.I. and the development rights available in respect of the said property by suitably modifying the building plans in respect of the said premises as the Promoters may desire and the Purchaser hereby irrevocably consents to the right of the Promoter to revise and modify the building plans in respect of the said premises time to time.

49. It is expressly agreed between the Promoters and the Purchaser and the Purchaser confirms that he/she/they are aware that the Promoters are likely to receive additional F.S.I. and/or Development rights and likely to be received by the Promoters and the said property from the adjoining property and in the event of such Promoters receiving additional F.S.I. and/or development rights the Promoter shall be entitled to construct either additional floor or floors on the said building or any part thereof or construct any additional structure on or any part thereof or construct any additional structure on the said property in the open compounds may be permissible either as Annexe structure or as an independent structure as the Promoters may desire and in the aforesaid event the Promoter shall be entitled to deal with, dispose of, alienate encumber or transfer such additional floor or floors or premises and building or buildings or structures for

such consideration to such party as the Promoters may desire without reference of recourse or consent of the Purchaser in any manner whatsoever and the purchaser agrees not to dispute or objects to the same.

50. The Purchaser shall not decorate the exterior of the said premises otherwise than in a manner agreed to with the Promoter/s under this Agreement.

51. In the event of any society being formed and registered before the sale and disposal by the Promoter/s of all the premises and the powers and the authority of the Society or Limited Company so formed or the Purchaser and other holders of the premises shall be subject to the over-all authority and control of the Promoter/s in respect of all the matters concerning the said building and in particular the Promoter/s shall have absolute authority and control as regards the unsold flats premises and the sale and disposal thereof.

PROVIDED AND ALWAYS the Purchaser hereby agrees and confirm that in the event of the said Organisation being formed earlier than the Promoters deal with or dispose of the said buildings on the property then and in that event any allottee or Co-operatives Society, Limited Company or Condominium of Apartment on being called upon by the Promoters without payment of any premium or any additional charges save and except Rs.250/- for the Share money and Rs.10/- as entrance fee and such allottee Purchaser or transferee thereof shall not be discriminated or treated prejudicially by such Co-operative Society, Limited Company or Condominium of Apartment as the case may be.

52. Any delay or indulgence by the Promoter/s in enforcing the terms of this Agreement or any fore-bearance or giving of time to the Purchaser shall not be construed as a waiver on the part of the Promoter/s of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall be same in any manner prejudice the rights of Promoter/s.

53. **PROVIDED ALWAYS** that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives in respect of the construction of these presents or concerning anything herein contained or arising out of these premises or as the rights liabilities or the duties of the said parties hereunder, the same shall be referred to arbitrators of two persons one to be appointed by each party. The arbitrators shall appoint an Umpire before entering upon the reference. The provisions of the Indian Arbitration Act shall apply to such reference.

54. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flat Act, 1963 and the Maharashtra Ownership Flat Rules, 1964 and any other provisions of law applicable thereto.

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

SIGNED AND DELIVERED

For Hiranandani Estate

by the said "PROMOTER" in the

presence of :


Partner



SIGNED AND DELIVERED

by the said PURCHASER/S in

the presence of :



FIRST SCHEDULE

FIRSTLY ALL THOSE pieces or parcels of lands or ground situate, lying and being at village Powai, near I.I.T. Saki Vihar Road, in the registration district and sub-district of Bombay City and Bombay Suburban and bearing C.T.S. No.4, 5, 8, 9, 10, 11, 12, 13(pt), 14(pt), 17, 18(pt), 19(pt), 24(pt), & 25 of village Powai and admeasuring 3,34,454 Sq. Mts. or thereabouts equivalent to 4,00,006 Sq. Yds.

SECONDLY ALL THOSE pieces or parcels of lands or ground situate, lying and being at village Powai near I.I.T. Saki Vihar Road, in the registration district and sub-district of Bombay City and Bombay Suburban and bearing C.T.S. No.4, 5, 8, 9, 10, 11, 12, 13(pt), 14(pt), 16(pt), 17(pt), 19(pt), 24(pt), & 25 of village Powai and admeasuring 3,34,454 Sq. Mts. equivalent to 4,00,006 Sq.Yds. or thereabouts excluding area admeasuring 17,641 Sq. Yds. equivalent to 14,717 Sq.Mtrs. retained by the said M/s. N. Lajpatrai Dharia & Co. and bearing C.T.S. Nos. 11(pt) & 12(pt).

THIRDLY ALL THOSE Pieces or parcels of lands or ground situate lying and being at village Powai in the registration district and sub-district of Bombay City and Bombay Suburban and bearing C.T.S. Nos. 10(pt), 11(pt), 14(pt), 16(pt), 17(pt), 18(pt) and 19(pt) of Village Powai.

SECOND SCHEDULE

Common areas and Facilities of immediate are abutting the main entrance door after the landing on the floor of the said premises hereby agreed to be sold in proportion with other premises on the same floor. The Terrace area shall not be included in the common area and facility.

THIRD SCHEDULE

Pro-rate right along with all purchasers of premises in the said property in limited common areas and facilities as follows (this does not apply in the case of premises other than flats):

(1) Staircase (ii) Entrance Hall (iii) Lifts (iv) Servants Toilet.

FOURTH SCHEDULE

1. R.C.C. Frame Structure.
2. Marble Mosaic Tiles in flooring.
3. Glazed tiles flooring in W.C's and Dado in bathrooms and W.C's.
4. One shower in every bathroom.
5. One door bell.



6. Overhead and Underground water tanks.
7. Lifts (excluding for Row-Houses and 4 storey buildings).
8. Compound walls with M.S. Gate.
9. One wash basin.
10. Standing Kitchen platform suitably decorated and glazed tiles dado.
11. Main door with aldrop, eye piece and night latch, polished veneer outside and oil painted inside.
12. Building exterior with cement paint and interior with white lime wash.
13. Entrance hall suitably decorated.
14. Electrical Points.

FIFTH SCHEDULE

1. The expenses of maintaining, repairing, redecorating etc. of the main structure and in particular the terrace, garden and main water pipes of the building, water pipes, lift and electric wires in under or upon the building and enjoyed or used by the flat/premises holder/s in common with the other occupiers of flats and the main entrance passages, landings, lifts, and staircases of the building or enjoyed by the flat holders used by him/her/them in common as aforesaid and the boundary walls of the building compound, terrace etc.
2. The cost of cleaning and lighting the passages, water pump, landing, staircase, lift, common lights and other parts of the building used by the flat holder/s in common as aforesaid.
3. The cost of the salaries of the clerks, bill collectors, liftmen & chowkidars, pumpman, sweepers etc.
4. The cost of working and maintenance of common light, water pump, lift and other service charges.
5. Deposit for Building, water meters, electric meter, sewer line etc.
6. Municipal and other taxes such as water charges, bill, electricity charges bill, cess, levy and revenue N.A. taxes etc.
7. Insurance of the building.
8. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.

Advocates, Solicitors & Notary
Calcot House, 8/10, Tamann Lane
Fort, Bombay 400 023
Tel: 2023317/2023297
Tlx: 11.4285 PKS Gram JUSTICE

PARIMAL
& K. SHROFF
& CO.

To
M/S. Lakeview Developers,
Bombay.

Re: In the matter of all those pieces or parcels of lands or ground admeasuring about 3,34,354.14 Sq.Mts. or thereabouts situate lying and being at Village Powai Taluka Kurla in the Registration District and Sub District of Bombay City and Bombay Suburban bearing the following description:

<u>Survey No.</u>	<u>C.T.S.No.</u>
4 (Part)	4
5 (Part)	5
6 (Part)	8
7 (Part)	9
8 (Part)	10
9 (Part)	11
16(Part)	13 (Pt)
17(Part)	14 (Pt)
18(Part)	16 (Pt)
	17
	18 (Pt)
	19 (Pt)
	24 (Pt)
	25 (Pt)

M/s.N. Lajpatrai Dharia & Co...
.....Orig. Owners/Present
Licensees/Lessees
And
B.M.R.D.A.....Present Owners/Lessors
And
M/s.Lakeview Developers. Developers

Sirs,

THIS IS TO CERTIFY that we have investigated the title of
(1) LAJPATRAI M. VARMA, (2) RAMNIKLAL L.DHARIA, (3) KIRTANLAL



M. DHARIA and (4) NATWARLAL M. KADAKIA carrying on business in the firm name and style of MESSRS N. LAJPATRAI DHARIA & CO.(hereinafter referred to as "the said Original Owners") to the above property and we have to state as under :

1. It appears that prior to December, 1983 the said original owners were the owners of the above property subject to reservation by the Bombay Metropolitan Region Development Authority (hereinafter referred to as "the said BMRDA") under B.M.R.D.A. Act, 1974 for Powai Area Development Scheme as provided by the Development plan of the City of Bombay and subject to provisions of Urban Land (Ceiling & Regulation) Act, 1976.

2. By diverse Agreements for Development-cum-Sale dated 15th December, 1983, 12th June 1985 and 31st December, 1985 and made between the said owners of the One Part and yourselves of the Other Part the said owners. have agreed to sell and you have agreed to purchase the above property and/or part thereof for the consideration and on the terms and conditions therein contained. The said owners under the Declaration-cum-Indemnity dated 12th June, 1985 made various representations about their title and ownership to the above property as set out therein.

3. By Tripartite Agreement dated 19th November, 1986 and made between Governor of Maharashtra of the First Part, the said B.M.R.D.A. of the Second Part and Harishchandra Chandrabhan Sharma and other (which includes the said owners) of the Third Part interalia the said owners surrendered

and/or delivered the above property, to the State Government and/or the said B.M.R.D.A. pursuant to the said reservation under the said B.M.R.D.A. Act, 1974 and Governor of Maharashtra and the said B.M.R.D.A. agreed to dispose of by way of Lease inter alia the above property to the said Owners subject to the terms and conditions set out therein.

4. In pursuance of the said Tripartite Agreement dated 19th November, 1986, an Agreement for Lease was also executed on 19th November, 1986 by the said B.M.R.D.A. in favour of the said Original Owners as Licensees and the said Owners were allowed to enter upon, deal with and develop the above property subject to the terms and conditions therein contained which include Agreement to grant a Lease for a period of Eighty years to the said owners on the terms and conditions therein contained.

5. In the premises aforesaid, subject to the aforesaid diverse Agreements for Development-cum-Sale, Tripartite Agreement dated 19th November, 1986, Agreement for Lease dated 19th November, 1986 and relying upon and subject to the contents of the said Declaration-cum-Indemnity dated 12th June, 1985 made by the said owners and the Declaration of Niranjan L. Hiranandani dated 25th July, 1990 and subject to the provisions of Urban Land (Ceiling & Regulation) Act, 1976 we have found the leasehold title of the said owners to the above property as clear and marketable and free from encumbrances of any nature whatsoever.

Dated this 25th day of July, 1990.

Yours truly,
For Parimal K. Shroff & Co.,

Proprietor,
Advocates and Solicitors.

10/1/23

महाराष्ट्र राज्य शासनाच्या राजस्व विभागाच्या कार्यालयीन उपाययोजना



महाराष्ट्र राज्य शासनाच्या राजस्व विभागाच्या कार्यालयीन उपाययोजना
 दिनांक: 10/1/23
 ठिकाण: मुंबई, महाराष्ट्र
 मंडळ: मुंबई, महाराष्ट्र
 पत्ता: मुंबई, महाराष्ट्र

30/1/23
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क्र.सं.	विवरण	दिनांक	स्थान
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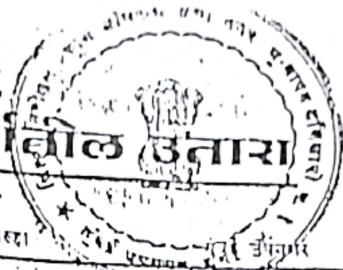
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<p>2</p> <p>11. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.</p>	<p>3</p> <p>11. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.</p>	<p>4</p> <p>11. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.</p>
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१९७१/७२	हिरामंदाजी मुंबई गा. न. वी. पी. ई. अ. तथा न. प्रि. व. फ. त. सेक्टर VI. B	गांधी दि. १७/१२/७२ गांधी मुंबई मंथे कुडी अ. ३ मंथे कुडी पत्रि वरील जे. १९/१२/७२ जे. क्षेत्र सेक्टर VI. B	१७/१२/७२ व. नं. गा. नं. मंथे कुडी (२-२) आसारवाडी कुमोडु वी. ई. पी. सी. दि. २०/१२/७२ व. जि. नि. मु. आ. आदेशान्वये आ. नोंदीतील नमुद कुले. न. मु. कु. सेक्टर VI. A क्षेत्र - ३५९८-० नों. पी. रस्ता - ७६९८-७ नों. पी. मकुल - ५७९८-७ नों. पी. सेक्टर VI. B क्षेत्र - ३८९९-२ नों. पी. रस्ता - ८०-७ नों. पी. ३८९९-८ नों. पी.	सि. व. फ. त. मु. ४५: ५

१७/१२/७२ व. नं. गा. नं. मंथे कुडी (२-२)
 आसारवाडी कुमोडु वी. ई. पी. सी.
 दि. २०/१२/७२ व. जि. नि. मु.
 आ. आदेशान्वये
 आ. नोंदीतील
 नमुद कुले. न. मु. कु.
 सेक्टर VI. A
 क्षेत्र - ३५९८-० नों. पी.
 रस्ता - ७६९८-७ नों. पी.
 मकुल - ५७९८-७ नों. पी.
 सेक्टर VI. B
 क्षेत्र - ३८९९-२ नों. पी.
 रस्ता - ८०-७ नों. पी.
 ३८९९-८ नों. पी.

मालमत्तेच्या रजिस्टर कार्डविले उतारा

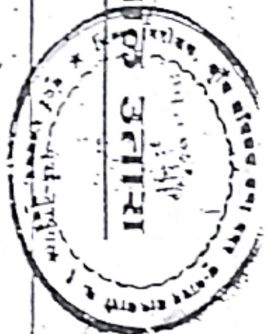


मिठी नंबर / पत्र सं.	शाखेचा	पुर्वी	जिल्हा	पुर्वी
3 / 7	क्षेत्रफल चौगो	सत्ता प्रकार	सरकारला भरलेल्या सान्वापा बांधवा	संज्ञाचा संपत्तीक व तो केवळ पदलावपाचा
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जे धारण करणाऱ्याचे नाव	
स्ता प्राप्त झाला (जोनवेत संपात सामला नो पर्यंत)	
पट्टेदार :-	
इतर मीजे :-	
इतर सार :-	

क्र	धरदार	व्याप्त नं.	नविन धारण करणारा (य) पट्टेदार (प) अथवा इतर जोना अतणार (ई)	माहीदासल सही
1	न. भू. अ. अ. नं. भू. सं. / पत्र सं. विशेदागा १८१११८६ २६१११८६	योजकुडीप / पत्र सं. दि. १८११८६ क्र. करीरना जी. ताबो- पावनी गा. रा. रा. रा. रा. राजपत्र उ. वि. म. म. म. दि. १२१५१८३ आधि. करी. मुंबई महानगर प्रदेशा वि. म. म. म. म. यांचा दि. १३१११८६ चा अर्ज दि. १३०००-१०	(H) मुंबई महानगर प्रदेशा वि. म. म. म. म. (L) स. स. शर्मा आणि इतर	सही वि. म. म. म. म. म. नं. भू. अ. अ. अ. मुंबई १५१११८६ मुंबई सही वि. म. म. म. म. म. नं. भू. अ. अ. अ. मुंबई १५१११८६ मुंबई

मालमतीच्या रशिरतं काढणीं पत्रि



पत्र नं०	दिनांक	वर्ग	धर्म
२२२६७-६६	२२/१२/६६	१९६६-६७	१९६६-६७

व्यक्तिगत	व्यक्तिगत	व्यक्तिगत	व्यक्तिगत
१९६६-६७	१९६६-६७	१९६६-६७	१९६६-६७

व्यक्तिगत	व्यक्तिगत	व्यक्तिगत	व्यक्तिगत
१९६६-६७	१९६६-६७	१९६६-६७	१९६६-६७

व्यक्तिगत	व्यक्तिगत	व्यक्तिगत	व्यक्तिगत
१९६६-६७	१९६६-६७	१९६६-६७	१९६६-६७
१९६६-६७	१९६६-६७	१९६६-६७	१९६६-६७
१९६६-६७	१९६६-६७	१९६६-६७	१९६६-६७

६६-६७-६८

२२/१२/६६
२२/१२/६६
२२/१२/६६

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मालमत्तेच्या रजिस्टर कार्डातील



दि. २०/०८/२०१९

शेअर क्र. २०८८६-७
२६६४-०
२२२२२-७

सत्ता प्रकार
रखत रदीव गेलेले

मिठ्या
महाराष्ट्र सरकार
संस्थाना संपत्तीस व मो पैसा
पुढलावयाचा

भारण करणाऱ्याचे नाव

माप्त साल (जो रपत तपास होणारा नो पर्वत)

रा :-

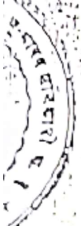
चीजे :-

शहर :-

क्र. नं.	व्याप्त नं.	नविन भारण करणारा (घ) पट्टेदार (व) अथवा इतर कोणता अचणार (ई)	मासोदासत तशी
२०१२	१	महाराष्ट्र सरकार	२०१३
२०१३	१	महाराष्ट्र सरकार	२०१३
१८८ दि	१८८	महाराष्ट्र सरकार	२०१३
दि १९/११/१९	१९	महाराष्ट्र सरकार	२०१३
महाराष्ट्र सरकार	२०	महाराष्ट्र सरकार	२०१३
महाराष्ट्र सरकार	२१	महाराष्ट्र सरकार	२०१३
दि १२/१३/१३	२२	महाराष्ट्र सरकार	२०१३
महाराष्ट्र सरकार	२३	महाराष्ट्र सरकार	२०१३
महाराष्ट्र सरकार	२४	महाराष्ट्र सरकार	२०१३
महाराष्ट्र सरकार	२५	महाराष्ट्र सरकार	२०१३
महाराष्ट्र सरकार	२६	महाराष्ट्र सरकार	२०१३
महाराष्ट्र सरकार	२७	महाराष्ट्र सरकार	२०१३
महाराष्ट्र सरकार	२८	महाराष्ट्र सरकार	२०१३
महाराष्ट्र सरकार	२९	महाराष्ट्र सरकार	२०१३
महाराष्ट्र सरकार	३०	महाराष्ट्र सरकार	२०१३

श्री. विठ्ठलजी शं. श.	श्री. विठ्ठलजी शं. श.	श्री. विठ्ठलजी शं. श.	श्री. विठ्ठलजी शं. श.
नाम व माता	पु. वि. नं. 100	पु. वि. नं. 100	पु. वि. नं. 100
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1. कर्णामणी कारीब - 2019/20, पृष्ठ 100
 2. कर्णामणी कारीब - 2019/20, पृष्ठ 100-100
 3. कर्णामणी कारीब - 2019/20, पृष्ठ 100
 4. कर्णामणी कारीब - 2019/20, पृष्ठ 100
 5. कर्णामणी कारीब - 2019/20, पृष्ठ 100



This is a true copy of the extract of P. R. Card which forms part of this office record and the area of the property referred to there in is (2222222222) i.e. Two thousand two hundred twenty two and 2/100th Sq. Mtrs. only which has been verified with the original and is correct and stands in the name of BMRDA as 'H' and N Lajpatrai-Dharma & Co as 'L' and the area against this entry is Sector III 3088.7 samsr. [i.e. Three thousand eight hundred and eighty eight and point seven samsr only.]
 20.12.91
 Superintendent Land Records
 re (BSD) Bombay

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

EC-48

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

CE/348/BPES/N/S
No. E.B./CE/ /BS /A

of 198 :198

MUNICIPAL OFFICE,

Bombay,24 MAR 1992.....198

MEMORANDUM

To. Shri Surendra Hiranandani & Others C.A. to Owners.

with reference to your Notice, letter No. dated 198 and delivered on 198, and the Plans, Sections, Specifications and Description and further particulars and details of your building at Proposed building No. 6 "Lotus" on Sector II-A, C.T.S. No. 13, 23, 24 and 25 (All in parts) of Village Powai. furnished to me under your letter, dated 198, I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corporation Act, as amended up-to-date, my disapproval thereof by reasons :-

- A) That the letter from the owner appointing Registered Structural Engineer is not submitted and the structural design and calculations for proposed work are not submitted through him along with the supervision memo before starting the work.
- B) That compound wall is not constructed clear of road widening line with foundation below the level of the bottom of road side drain without obstructing the flow of rain water from adjoining holding to provide the possession of the holding before starting the work.
- C) That the notice under Section 347(1) (aa) of the Bombay Municipal Corporation Act will not be sent for intimating the date of commencement of the work and intimation will not be sent to this office for checking the open spaces and building dimensions as soon as the plinth work is completed.
- D) That certificate under Section 270A of Bombay Municipal Corporation Act will not be obtained from Hydraulic Engineer regarding sufficiency of water supply.
- E) That clearance certificate from Assessment Department regarding upto date payment of Municipal taxes etc. will not be submitted.
- F) That adequate No. of trees will not be planted at site as per the standard requirements.
- G) That adequate care will not be taken to safeguard the trees existing on the plot while carrying out the construction work.
- H) That adequate and decent temporary sanitary accommodation will not be provided for construction workers at site before starting the work.
- I) That the arrangement for moveable refuse container of 1 Cu.m. capacity as per the specification of Chief Engineer (Solid Waste Management) shall not be provided on site before submitting Building Completion Certificate.
- J) That the requirements of bye law 4(c) will not be complied with before starting the drainage work and in case municipal sewer is not laid, the drainage work will not be carried out as per the requirements of Executive Engineer (Sewerage Project) Planning and Completion certificate from him will not be submitted.
- K) That surrounding open spaces, parking spaces and terraces will not be properly consolidated, paved with concrete, asphalt or ladi, sloped and drained.

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

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 23rd day of March 198, 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, C-3 Wards.

SPECIAL INSTRUCTIONS

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

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Bombay has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

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

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

"(a) Not less than 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from 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 provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of a building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Non-compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.

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

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

(7) One more copy of the block plan should be submitted for the Collector, Bombay 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 site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

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

NOTES

24 MAR 1992

- (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 commencing 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 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal 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 stacked in front of the property. The scaffoldings, bricks metal, sand, props 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 connection, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative route 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 nor water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound mndana 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 pavement.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below, level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.
- (20) This Intimation of Disapproval is given exclusively for the purposes of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 17(b)(1) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347(1) (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.

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

(i) Specific plans in respect of evicting or rehousing the existing tenants on 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 of 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 air from other sides should be done first before starting the work.

(23) In case of additional floor no work should be start before or during monsoon which will cause water leakage and consequent nuisance to the tenants staying on the floor below.

(24) The bottom of the over 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 manholes and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.

(28) The water arrangement must be carried out in strict accordance with the Municipal requirements.

(29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Bombay, as required in Section 381-A of the Municipal Corporation Act.

(30) All gully traps and open channel drains shall be provided with light fitting mosquito proof covers made of wrought iron plates on 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 nuts screwed on tightly serving the purpose of a lock and the warning pipes of the cisterns protected with screw on dome shaped pieces (like a garden zari rose) with copper plates with perforations each not exceeding 1.5 mm. in diameter. The cistern shall be made easily, safely and permanently accessible by providing a firmly fixed iron ladder, the upper ends of the ladder should be curved 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) Louvers should be provided as required by By-law No. 5(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—

[Signature]
Executive Engineer, Building Proposals
Zone...wards.

बृहन्मुंबई महानगरपालिका

MUNICIPAL CORPORATION OF GREATER BOMBAY

Office of the
 Chief Engineer,
 (Bldg. Proposals) (Eastern Suburbs),
 4th Floor, Municipal Transport Garage Bldg.,
 Behind BEST Depot,
 Pant Nagar, Chhatrapati (East),
 Bombay-400 075.

24 MAR 1992

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- L) That certificate to the effect that the Licensed Surveyor has effectively supervised the work and has carried out tests for checking leakages through sanitary blocks, terraces, fixtures, joints in drainage pipes etc. and that the workmanship is found very satisfactory shall not be submitted.
- M) That the requirements of bye law 5(b&c) will not be complied with as the sanitary block lobbies do not abut open space.
- N) That three sets of plans mounted on canvas will not be submitted.
- O) That the copy of the Intimation of Disapproval conditions and other layout or sub-division conditions imposed by the Corporation in connection with the development at the site shall not be given to the purchaser and also displayed at site.
- P) That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.
- Q) That the road lines will not be got demarcated jointly on site with the representatives of Assistant Engineer (Survey) (Eastern Suburbs), Executive Engineer (Development Plan), Executive Engineer (Traffic & Co-ordination) before starting the work.
- R) That the debris will not be removed before submitting the building completion certificate and deposit Rs. will not be paid before starting the work towards faithful compliance thereof.
- S) That a copy of the agreement subject to which flats etc. are sold to the purchasers shall not be submitted.
- T) That a Janata Insurance Policy or Policy to cover the compensation claims arising out of Workmen's Compensation Act, 1923 will not be taken out before starting the work and will not be renewed during the construction of work.
- U) That documentary evidence regarding ownership, area and boundaries of holding is not produced by way of extracts from the District Inspector of Land Records, extract from City Survey Record and Conveyance deed etc.
- V) That some of passages and lobbies will not be properly lighted and ventilated.
- W) That the carriage entrance across road side drain will not be provided before starting the work.
- X) That the N.A. Permission from the Collector of Bombay will not be submitted.
- Y) That No Objection Certificate from Civil Aviation Department for the proposed height of the building will not be submitted before reaching the work upto 22'-0" height.
- Z) That the surface drainage and S.W.D. arrangement will not be made in consultation with the Executive Engineer, Storm Water Drains (Suburbs.)
- Z1) That the means of access will not be constructed water bound macadam before starting the work and will not be constructed, asphalted, drained, sewered, lighted etc. and date of starting and completion of work will not be intimated to the Executive Engineer, Road Construction (Eastern Suburbs) and necessary certificate from him will not be obtained.

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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.

- 22) That the land in set back or going under Development Plan Road for which F.S.I. advantage is taken will not be filled up and brought in level with the surrounding plot area.
- 23) That the land in set back portion of going under Development Plan for which F.S.I. advantage is availed of will not be handed over to the Municipal Corporation before commencement of the work and that the land handed over to the Municipal Corporation will not be got transferred in the record of City Survey Office in the name of the Municipal Corporation.
- 24) That the plot will not be got demarcated through the District Inspector of Land Records before constructed and copy of the plan will work after the plan is in office.
- 25) That the objection certificate from Hydraulic Engineer for the proposed development will not be obtained and his requirements will not be complied with.
- 26) That the Registered Undertaking in quadruplicate and additional copy of the plan is not submitted for agreeing to hand over set back land to the Corporation free of compensation.
- 27) That the registered Undertaking agreeing to form Co-op. Housing Society and submitted before will not be submitted before starting the work.
- 28) That the conditions in the Tripartite agreement dated 19/11/1986 in between original owners MWRDA and Govt. of Maharashtra will not be complied with.
- 29) That the conditions mentioned in the lease agreement of MWRDA of Owner of land dated 19/11/86 will not be complied with.
- 30) That the Society will not be formed and got registered and true copy of the registration of the Society will not be submitted.
- 31) That true copy of the sanctioned plan of sub-division/layout with copy of conditions will not be submitted.
- 32) That the terms and conditions of the sanctioned sub-division/layout will not be complied with.
- 33) That Federation of all the Societies in the layout for construction and maintenance of the infrastructure will not be formed.
- 34) That the floor No. will not be marked and painted on front wall of the staircase and lift well.
- 35) That the certificate from Lift Inspector regarding satisfactory installation and operation of the lift will not be submitted.
- 35(a) That the certificate from Ward Officer stating that no compensation is paid for the set back land with area details will not be submitted before starting the work.
- 36) That commencement certificate under Section 45 of the Maharashtra Regional and Town Planning Act, 1966 will not be obtained before starting the work.
- 37) That the requirements of "Tree Authorities" will not be obtained and complied with.
- 38) That the requirements of Dy. C.E. (Sewerage Project) (Planning & Design) will not be obtained and complied with and completion certificate to that effect will not be submitted.
- 39) That the requirement from respective Electric Supply Co. for Sub-station in the Sector under reference will not be submitted.
- 40) That the conditions mentioned in the clearance order under U.L.C. clearance order dated 12/2/87 under No. AEM/ACGN./Powal/Exemp./117/87 will not be complied with.
- 41) That the common antenna will not be provided for the benefit of all members of the building.
- 42) That the conditions mentioned in the Clearance order under No. AD/ACG/Powal/Exemption/114/87 of 17/2/87 will not be complied with.

बृहन्मुंबई महानगरपालिका
MUNICIPAL CORPORATION OF GREATER BOMBAY

24 MAR 1992

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Office of the:
Ds. Chief Engineer,
(Bldg. Proposals) (Eastern Suburbs),
4th Floor, Municipal Transport Garage Bldg.
Behind B.P. Depot,
Pant Nagar, Chhatkopar (East),
Bombay 400 076

- 3) That the permanent access will not be provided for the development as the present access is through the reservation of Carparking granted as temporary access (as communicated to you under No. CE/11363/DPES by Dy. Chief Engineer (Development. Plan) I/C. dated 26/11/88).
- 4) That all conditions mentioned in this I.O.D. shall not be complied with and refund of security deposit shall not be claimed within 6 years from the date of issue of the I.O.D.
- 5) That the existing ground level as well as proposed levels of Development of the plot under reference will not be stated.
- 6) That the ~~existing ground~~ name of the Building, location, C.T.S. Nos. and street etc. shall not be exhibited or displayed at site.
- 7) That the adequate care in planning, designing and carrying out construction, will not be taken in the proposed building to provide for the consequence of settlement of the floors and plinth filling etc.
- 8) That the provision will not be made for making available water for flushing and other non-potable purposes through a system of borewells and pumping that water through a separate overhead tank which will be connected to the drainage system and will not have any chance of mixing with the normal water supply of the Corporation.
- 9) That the work shall not be carried out under supervision and guidance of a qualified supervisor and his name and qualification shall not be intimated to this office.

- NOTE :
- 1) The work shall be started after compliance of objections C, G, O, T, Z1, Z16.
 - 2) The C.C. will be issued after compliance of objections A, E, D, R, Z, Z5, Z18, Z29.

B. Radwan
for Executive Engineer Building Proposal,
(Eastern Suburbs.)

MUNICIPAL CORPORATION OF GREATER BOMBAY

NO. CE/ 348 /BPES/ AS. OF 22 APR 1992

COMMENCEMENT CERTIFICATE

Permission is hereby granted under Section 45 of the Maharashtra Regional and Town Planning Act (Maharashtra Act No. XXXVII of 1966) to Shri Sumitra Hivanandani & others c/o. to owners.

Applicant to the development work of prop. Bldg. No. 6 On Sector II-A.

at premises at Street No. On plot. C.T. survey No. 13, 23, 24 & 25 (Coll. party)

of Village Powai situated at Powai

Wassa No. _____

on the following conditions viz:-

1. This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay, if (a) the development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans, (b) any of the conditions, subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with, (c) the Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act 1966, the Municipal Commissioner has appointed Shri N. B. Kalkade Executive Engineer to exercise his powers and sanctions of the Planning Authority under Section 45 of the said ACT.

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

3. 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 and Town Planning Act, 1966.

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

C. C. upto plinth i.e. slabs.

for and on behalf of the Local Authority
The Municipal Corporation of Greater Bombay.

1348 /BPES/ AS

23 DEC 1992

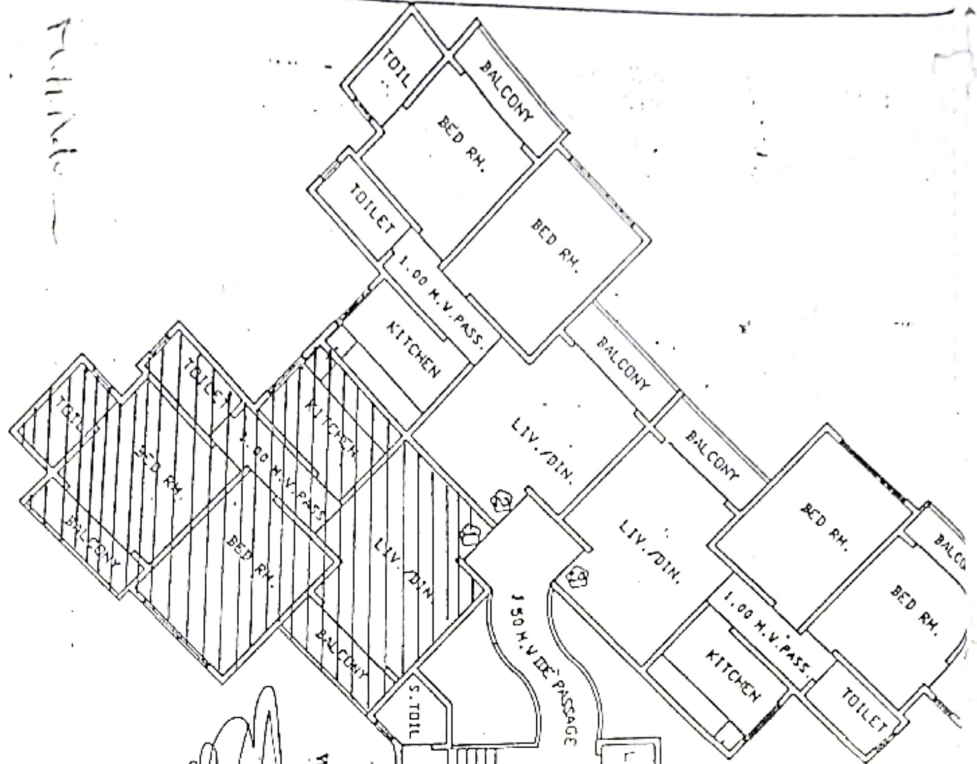
M. S. Kulkarni
Executive Engineer, Building Proposals
(Eastern Suburbs) 22/4/92

Full C.C.

For Municipal Commissioner.
for Greater Bombay.

Executive Engineer Building Proposals
(Eastern Suburbs.) 23/12/92

WING 'A' FLAT NO. :- A/501...



TYPICAL FLOOR PLAN
(FIRST TO SEVEN FLOOR)

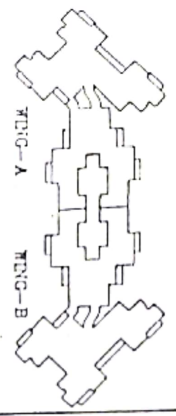
HIRANANDANI GARDENS
LOTUS



G. K. VANTARI
ARCHITECTS

4, MANSAKUNDA, SV. ROAD, DUMHAKRADI (WEST), EC-95A/4-45, 25A
PHONE : 6410235, 6452808

BLOCK PLAN



LOCATION PLAN

