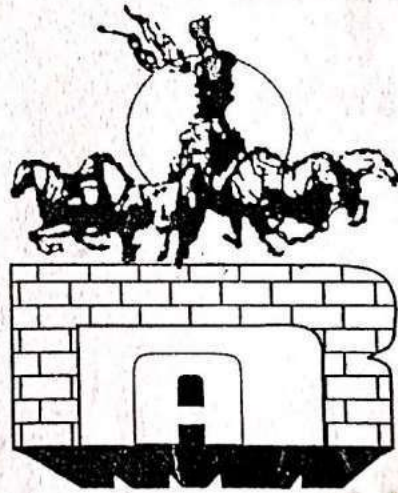


RNAA/1402

(1)



RNA HEIGHTS

(Residential Complex)

Developers:

MANSAR CONSTRUCTION CO.

*R.N.A. House, 3rd Floor,
50. Veer Nariman Road,
Opp. Akbarally's,
Fort, Bombay 400 023.*

Tel.: 2042577, 2042588, 2047888, 2047362.

Fax : 2021317

Associate:

R.N.A. BUILDERS

Head Office : GENERAL STAMP OFFICE, TOWN HALL, FORT, MUMBAI - 400 001.
 Office.: COLLECTOR OF STAMP (ANDHERI), M.M.R.D.A. BUILDING, 1ST FLOOR,
 BANDRA-KURLA COMPLEX, BANDRA (E), MUMBAI - 400 051.

D 80293

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No.: 3

Receipt Date: 29/10/2012

Received From : DR. BHAGWAN KISHANCHAND HINGORANI

On Account of : 103-(II)

Counter No. : 1

Mode of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (In Rs)
Cash					100.00

मुद्रावली
 अभिनविका कबिता सादर केरुल्या मरुतुवपात
 पुढील चौकशी दि. रोजी सुमारी 3.00 ते 5.30
 या वेळी करावी.

मुद्राक निहायकारी, अंधेरी
 करिता

Case No.: ADJ/1100900/1611/2012

Lot Date :

Lot Date :

Total D.O.:

Sr. No.	Description of Stamps / Franking	Quantity	Denomination	Amount (In Rs.)
DELIVERED 21 DEC 2012.				
Total :				

Rs. Rupees : 100.00

Cashier / Accountant




Signature / Designation

25000 / 25 Box / 10-10



CHALLAN
MTR Form Number-6

3

GRN	MH000292957201213M	BARCODE			Date	17/12/2012-18:12:40	Article Code	
Department	Inspector General of Registration		DEFACED FOR RS:179440.00		REMARK	ADJ/1100900/1611/2012		
Type of Payment	Non-Judicial Stamps		AMOUNT	179440.00	DATE	18/12/2012	TAX (If in Rupees Only)	
Sr.No.	000005320201213		Deface Number		One Lakh Seventy Nine Thousand Four Hundred Forty Rupees Only			
Office	Name in words: CSA COLLECTOR OF STAMPS ANDHERI		PAN No. (If Applicable)		ALBPN8596N			
Location	MUMBAI		Full Name		DR.BHAGWAN K. HINGORANI			
Year	2012-2013 One Time		Flat/Block No.		1402 RNA HEIGHTS			
Account Head Details - 0030054401	Amount In Rs.		Premises/Building					
Penalties	179440.00		Road/Street					
			Area/Locality		JOGESHWARI E			
			Town/City/District					
			PIN		4	0	0	0
			Remarks (If Any)		ADJ/1100900/1611/2012			
			Amount In		One Lakh Seventy Nine Thousand Four Hundred Forty			
			Words		Rupees Only			
Payment Details	STATE BANK OF INDIA		FOR USE IN RECEIVING BANK					
Cheque-DD Details			Bank CIN	REF No.	00003002012171204280	CK23235340		
Cheque/DD No			Date	17/12/2012-03:35:19				
Name of Bank			Bank-Branch	STATE BANK OF INDIA				
Name of Branch			Scroll No. , Date	353 , 18/12/2012				

DELIVERED
21 DEC 2012





CHALLAN
MTR Form Number-6

4

GRN	MH000292957201213M	BARCODE	179440.00		Date	17/12/2012 18:12:40	Article Code
Department	Inspector General of Registration		DATE		REMARK		
Type of Payment	Non-Judicial Stamps		AMOUNT		ADJ/1100900/1611/2012		
Sr.No.	Deface Number		179440.00		TAX TO BE PAID (Rupees Only)		
Office Name in words	CSA_COLLECTOR OF STAMPS ANDHERI		PAN No. (If Applicable)		ALBPN8596N		
Location	MUMBAI		Full Name		DR.BHAGWAN K. HINGORANI		
Year	2012-2013 One Time		Flat/Block No.		1402 RNA HEIGHTS		
Account Head Details - 0030054401	Amount In Rs.		Premises/Building				
Penalties	179440.00		Road/Street				
			Area/Locality		JOGESHWARI E		
			Town/City/District				
			PIN		4 0 0 0 6 0		
Remarks (If Any)							
ADJ/1100900/1611/2012							
Total		179440.00	Amount In Words	One Lakh Seventy Nine Thousand Four Hundred Forty Rupees Only			
Payment Details STATE BANK OF INDIA				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN	REF No.	00003002012171204280	CK23235340
Cheque/DD No				Date		17/12/2012-03:35:19	
Name of Bank				Bank-Branch		STATE BANK OF INDIA	
Name of Branch				Scroll No. , Date		353 , 18/12/2012	

DECEASED
21 DEC 2012



मुद्रांक जिल्हाधिकारी, अंधेरी तालुका, यांचे कार्यालय

एम. एम. आर. डी. ए. इमारत, पहिला मजला,
बांद्रा - कुर्ला संकुल, बांद्रा (पूर्व) मुंबई- ४०० ०५१

5

जा.क्र.अभि/आदेश 4618

(मुंबई मुद्रांक अधिनियम १९५८ च्या कलम ३१ अन्वये अंतिम आदेश)

दिनांक

20 DEC 2012

उपरोक्त अभिनिर्णय प्रकरण क्रमांक एडीजे/११००१००/१६११/२०१२ अन्वये पक्षकार डॉ भगवान किशनचंद हिंगोराणी यांनी दिनांक २९.१०.२०१२ रोजी आर्टिकल ऑफ अॅग्रीमेंट चा संलेख अभिनिर्णयाकरिता सादर केलेला आहे. सादर संलेखामधील तपशिल खालील प्रमाणे

संलेख निष्पादनाचा दिनांक	--	०४.०२.२०००
संलेखाचा प्रकार	--	आर्टिकल ऑफ अॅग्रीमेंट
संलेख लिहून देणार	--	मे मनसर कन्स्ट्रक्शन कंपनी
संलेख लिहून घेणार	--	डॉ भगवान किशनचंद हिंगोराणी
संलेखातील मिळकतीचे वर्णन	--	सदनिका क्रमांक १४०२, मजला - चौदावा, आर एन ए हाईटस , जोगेश्वरी पूर्व, तालुका - अंधेरी, गांव - , सी.टी.एस. क्र./ झोन - के / पूर्व ५
क्षेत्रफळ	--	७९९ चौ फुट बांधीव
मोबदला	--	रुपये - १७९८२००/-

उपरोल्लेखित संलेखातील मालमत्ता हि लिहून देणार यांचे मालकीची आहे. प्रस्तुत दस्तान्वये लिहून देणार हे दस्तातील नमुद मालमत्ता विक्री करित आहेत. त्यामुळे मालमत्तेचे सन २००० करीताचे बाजारमूल्य मुंबई मुद्रांक (मालमत्तेचे वास्तव बाजारमूल्य निर्धारण करणे) नियम १९९५ मधील तरतुदी, तसेच बृहन्मुंबई महानगरपालिका क्षेत्रासाठी प्रचलित असलेली विकास नियंत्रक नियमावली आणि बाजारमूल्यदर तक्त्यातील मार्गदर्शक सूचना व त्यामधील दर व दस्तासोबत सादर केलेली कागदपत्र विचारात घेऊन रु. २९२१५००/- इतके निश्चित करण्यात आले असून त्यावर मुंबई मुद्रांक अधिनियम १९५८ मधील अनुच्छेद २५(d) नुसार खालील प्रमाणे मुद्रांक शुल्क देय आहे.

बाजार मूल्य	अनुच्छेद	अनुज्ञेय मु.शु.	भरणा केलेले मु.शु.	कमी भरलेले मु.शु.	दंड
रु. २९२१५००/-	२५(d)	रु.१९२४७०/-	रु.१०२७५०/-	रु.८९७२०/-	रु. १७९४४०/-

उपरोक्त सर्व वस्तुस्थिती व दस्तामधील नमुद माहिती व प्रकरणामध्ये सादर केलेल्या कागदपत्राच्या आधारे निम्नस्वाक्षरीकार खालीलप्रमाणे अंतिम आदेश देत आहे.

अंतिम आदेश

- अभिनिर्णयाकरिता सादर केलेल्या संलेखास मुंबई मुद्रांक अधिनियम १९५८ च्या अनुसूची १ मधील अनुच्छेद २५(d) नुसार मुद्रांक शुल्क रु. ८९७२०/- व दंड रुपये रु. १७९४४०/- असल्याबाबत जा.क्र.अभि/आदेश/४२२४/ दिनांक २०/११/२०१२ अन्वये अंतरिम आदेश पारित करण्यात आलेले होते. त्यास अनुसरून मुद्रांक शुल्क व दंडाचा भरणा कोणात्याही आक्षेपाविना पक्षकार यांनी दिनांक १८/१२/२०१२ रोजी केलेला असल्याने दिनांक २०/११/२०१२ रोजीचे अंतरिम आदेश अंतिम आदेश म्हणून कायम करण्यात येत आहे.
- सादरचा दस्त दिनांक ०४.०२.२००० रोजी निष्पादित झालेला असल्याने मा. नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक, पुणे यांचे परिपत्रक क्र.का.४/प्र.क्र.६१७/२०११/३००८ दिनांक २२/१२/२०११ नुसार दस्त भारतीय नोंदणी अधिनियम १९०८ अन्वये नोंदणी करता येणार नाही, याची कृपया नोंद घ्यावी.



Yach
20/12/12
(अमोल यादव)
मुद्रांक जिल्हाधिकारी, अंधेरी

प्रती,

१ डॉ भगवान किशनचंद हिंगोराणी
सदनिका क्रमांक १४०२, चौदावा,
आर एन ए हाईटस
, जोगेश्वरी पूर्व, मुंबई - ४०० ०६०

२ सह दुय्यम निबंधक अंधेरी -

Certificate u/s. 41 of the Bombay Stamp Act, 1958.
 No. Adj. 1100900/16.11/2012
 Office of the Collector of Stamps
 Dated...../200.....

GRN: MH000292931201213P
 GRN: MH000292957201213N
 Def: 0000065315201213
 Def: 0000065320201213

1165
3

Received from Shri. Dr. Bhagwan K. Hingora
 Resident of.....

This certificate is issued as per provisions of Bombay Stamp Act 1958. Provided that if this adjudicated instrument is presented before Registering Authority, the registering authority will take further necessary action as per provisions of Registration Act 1908.

Insufficient Stamp duty of Rs. (89720/-) - Rs. Eighty Nine Thousand Seven Hundred and Twenty Only
 vide challan No. * dated * - 2500
 chargeable under article 2500 of schedule I of Bombay Stamp Act, 1958
 Certified under Section 41 of the Bombay Stamp Act, 1958 that the proper duty of Rs. (192470/-) - Rs. One lakh Ninety Two Thousand Four Hundred Seventy Only
 and penalty Rs. (179440/-) - Rs. One lakh Seventy Nine Thousand Four Hundred Forty Only
 under article 2500 of schedule I have been paid in respect of this Instrument.

This certificate is subject to the provisions of section 53-A of the Bombay Stamp Act, 1958.
 Place.....
 Date 10 DEC 2012



विक्री नोंदवलेल्या नोंद तपासली असता ही नोंद जाळवली
 उप मुद्रांक अधीक्षक
 प्रधान मुद्रांक कार्यालय,
 मुंबई.

Article of Agreement made at
 Bombay on this 4th day of February In the
 Christian Year One Thousand Nine Hundred and Ninety

~~between Mansar Construction Co., a partnership firm registered under Indian Partnership Act, having its registered office at R.N.A. HOUSE 50, VEER NARIMAN ROAD, BOMBAY - 400 023 hereinafter called "the Promoter" (which expression shall unless it be repugnant to the context or meaning thereof the partner or partners for the time being of the said firm his or their respective legal heirs, executors and administrators) of the First Part Mr. Anil kumar Aggarwal of Bombay Inhabitant the Promoter of Madh Maja's Co-operative Housing Society Ltd., (Proposed hereinafter called "the Present Promoter" (which expression shall unless, it be repugnant to the context or meaning thereof mean and include the Promoter or Promoters for the time being of the said society and the said society is when registered its successor or successors and permitted assigns) of the Second part~~

GENERAL STAMP OFFICE
 TOWN HALL, FORT,
 MUMBAI - 400 023.
 MAH/GSO/002

भारत
 स्टाम्प-ट्रिली
 SPECIAL ADHESIVE
 Rs. 0107750/-
 -3.2.00

#1103713915
 3 FEB 2000

Dr. Bhagwan K. Hingora
 21/1/2012

MR/MRS/MISS/M/S. DR. BHAGWAN K. SHANUWAND
HINGORANI

of Bombay Inhabitant hereinafter called "the Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include his/her or their respective legal heirs, executors and administrators and permitted assigns) of the Third part.

WHEREAS :

I. Madhu Builders Private Ltd. (hereinafter referred to as the said Madhu Builders) were absolutely seized and possessed or otherwise well and Sufficiently entitled to all whose pieces or parcels of lands or ground situate lying to all whose pieces or parcels of lands or ground situate lying and being at Mauje Majas, Jogeshwari, Taluka Andheri in the registration District and Sub District of Bombay City and Bombay Suburban admeasuring 97 acres or thereabouts (hereinafter referred to as the said larger property).

II. Mrs. Manju N. Gupta is the sole proprietress of M/s. East N West Builders and Mrs. Saranga A. Aggarwal is the sole proprietress of Skyline Construction Company. By virtue of following, diverse agreement/document, Mrs. Manju N. Gupta the sole proprietress of M/s. East N West Builders and/or Mrs. Saranga A. Aggarwal the sole proprietress of M/s. Skyline Construction, acquired development rights, in the properties, more particularly described in the First Schedule hereunder written.

(I) Agreement Dated 10th April 1985 between M/s. Majas Land development Pvt. Ltd. and



the Confirming parties herein.

(ii) Agreement of Assignment Dated 10th September 1985 between Akruti & Goyal Pvt. Ltd. and the Confirming parties herein.

(iii) Agreement Dated 2nd January 1986 between the confirming parties herein M/s. Arch Movers Builders & Developers, M/s. John Player Construction Company including other parties mentioned herein.

(iv) Agreement Dated 9th December 1985 between M/s. Akhruti & Goyal Pvt. Ltd. and the Confirming parties herein.

(v) Agreement for Assignment Dated 10th April 1985 between M/s. Majas Land Development Pvt.

Ltd. and the Confirming parties herein. In addition to the aforesaid agreements and /or documents, following documents of the properties described in the first schedule hereunder written are executed between the parties mentioned in the said agreements/documents.

(vi) Agreement Dated 12th January 1976 between Madhu Builders with Manilal Khimji Lallan and Khimji Ganpat Lallan.

(vii) Triparty Agreement Dated 4th January 1982 between Madhu Builders with Manilal Khimji Lallan and Khimji Ganpat Lallan with M/s. Vakharia Estate and Investments Pvt. Ltd.

(viii) Conveyance Dated 2nd February 1982

between Madhu Builders and Mr. Manilal Khimji Lallan and Khimji Ganpat Lallan as the Chief Promoters and as Trustees of Majas Madhu Co-operative Housing Society Ltd.

(ix) Agreement Dated 28th April 1982 between M/s Vakharia Estates and Investments Pvt. Ltd. and M/s. J. D. Company Pvt. Ltd.

(x) Agreement Dated 4th March 1984 between M/s. Vakharia Estates & Investments Pvt. Ltd. with Majas Land Development Co. Pvt. Ltd.

(xi) Agreement Dated 21st March 1984 between M/s. J. D. & Co. and M/s. RNBJ Investments Development Pvt. Ltd.

(xii) Agreement Dated 21st March 1984 between M/s. Vakharia Estates & Investments Pvt. Ltd. and Majas Land Development Co. Pvt. Ltd.

(xiii) Joint Venture Agreement Dated 28th February 1985 between M/s. RNBJ Investments Developments Pvt. Ltd. and Akroti & Goyal Pvt. Ltd. and Akroti & Goyal Pvt. Ltd.

(xiv) Agreement Dated 28th February 1985 between Majas Land Development Co. Pvt. Ltd. and Akroti & Goyal Pvt. Ltd.

(xv) Agreement Dated 10th April 1985 between Manilal Khimji Lallan and Khimji Ganpat Lallan with Mr. Anilkumar Aggarwal being the present Promoter mentioned herein under which he was appointed as Promoter of Majas Madhu Co



op. Housing Society Ltd. (Proposed) UnitA.

(xvi) Deed of Retirement Dated 16th August 1985 between M/s. RNBJ investment developments Pvt. Ltd. and M/s. Akruiti & Goyal Pvt. Ltd.

III. In the Pursuance of the said agreements and/or documents Mrs. Manju N. Gupta the sole proprietress of M/s. East N West Builders and/or Mrs. Saranga A. Aggarwal the sole proprietress of M/s. Skyline Construction Company were having development rights, including vacant possession thereof, for the total F.S.I. of about 7,87,138 sq.ft. regarding the properties more particularly described in the First Schedule hereunder written, out of which, both or either of them, have already utilised the F.S.I. of about 6,25,827 sq.ft. by construction of Building No. 1,2,3 known as "Green Fields" leaving a balance F.S.I. of about 1,61,311 sq.ft.

IV. Under a deed of partnership /deed Mrs. Manju N. Gupta the sole proprietress of M/s. East N West Builders and Mrs. Saranga A. Aggarwal the sole proprietress of M/s. Skyline Construction Company entered into a partnership under the firm name and style of Mansar Construction Company, for the development of the said balance F.S.I. of about 1,61,311 sq.ft.

V. Under a Deed of Retirement and Admission Mrs. Manju N. Gupta the sole proprietress of East N West Builders, retired from the said firm of Mansar Construction Company; and Mr. Anubhav

Blu

A. Aggarwal was taken as a partner with Mrs. Saranga A. Aggarwal in the firm of Mansar Construction Company, who are the Promoters herein, having absolute authority and right to consume the said balance F.S.I. of about 1,61,311sq.ft.

VI. The Competent Authority under Urban Land (Ceiling and Regulation) Act 1976 has passed an order Dated 5th day of February 1980 regarding the said property. Mumbai Municipal Corporation has issued Revised Intimation of Dis Approval (IOD) Dated 9th day of March 1996 bearing No. CE/9506/BSII/AK, and has issued revalidated Commencement certificate Dated of 28th April 1999 bearing No. CE/9506/BSII/AK, for the construction of Proposed building/s on the said property. M/s. MAHIMTURA AND COMPANY solicitors have given a Title Certificate Dated 10th day of April 1985 of the said property.

VII. Copies of the Property Card of the said Larger property including 7/12, 6/12 extracts showing the names of the said Madhu Builders Pvt. Ltd. as the Owners thereof. (2) Order Dated 5th day of February 1980 issued by Competent Authority under U.L.C. Act 1976 (3) Revised I.O.D. Dated 9th day of March 1996, and C.C. Dated 28th day of April 1999 issued by Mumbai Municipal Corporation and (4) the said Title Certificate Dated 10th day of April 1985 are annexed hereto and marked Annexure "A" collectively.



VIII. The Promoters while constructing the building on the said property, shall comply with various terms and conditions up by Mumbai Municipal Corporation and relevant Rules and Regulations applicable thereto.

IX. The Promoters have appointed M/s. SATISH DUPELIA, Structural Engineers, for the purpose of preparation of Structural designs and Drawings of the proposed building to be constructed on the said property more particularly described in the second schedule hereunder written, and the promoters declare that they shall accept the professional services and / or supervision of the Structural Engineers appointed or engaged by them, from time to time, till completion of the development of the said property

X. The purchaser/s has /have prior to the execution of these presents taken inspection on the original Title Certificate Dated 10th April 1985 issued by M/s. Mahimtura & Company, solicitor.

XI. The Purchasers/ s has / have prior to the execution of these presents taken inspection of Title Deeds/Documents, pertaining to the said property. Revenue Records and also the plan and specifications, approvals, and permissions and sanctions given by various

authorities and have accepted the same.

XII. The purchaser/s has/have, on or before the execution of this agreement, inspected of the said Title Certificate Annexure "A" hereto satisfied herself/himself/themselves as to the marketability and title to the said property and the authority of the promoters herein to develop the said property and to sell, transfer and/or dispose of the Unit/Premises/ Car Parking Space /Terrace in building proposed to be constructed on the said property on what is commonly known as "ownership basis and the Purchaser has/have agreed not to make any requisition/s and/or to call for any further documents pertaining to the title of the promoter to the said property and the authority of the promoters to develop the said property.

XIII. The Promoters have commenced construction on the said property of a building known as "R.N.A. Heights" as per plans and specifications sanctioned, by the Municipal Corporation of Greater Bombay. The Promoters have started selling various units in the said building to the intending Purchaser/s by entering into separate agreements for sale, on what is commonly known as "ownership basis" in the form of these presents prescribed under the provisions of Maharashtra Ownership Flats Act, 1963 and Rules 3 & 4 of Maharashtra Ownership Flats Rules, 1964 (hereinafter for brevity's sake referred to as "the said Act" and



"the said Rules").

XIV. The Promoters have prior to the execution hereof, furnished and made available to the Purchaser/s, such of the information and documents mentioned in section 3 of Maharashtra Ownership Flats Act 1963 and Rules 3 & 4 of the Maharashtra Ownership Flat, 1964 as have been demanded by the Purchaser/s. Under Sec. 4 of the Maharashtra Ownership Flats Act, the Promoters are required to execute an Agreement for sale in writing in favour of the Purchaser being in fact these presents and also to join in the registration of this agreement under Registration Act.

xv. The Purchaser/ s has/have approached the promoters, for the allotment of the unit, as hereinafter appearing, in the said building known as "R.N.A. Heights" which the Promoters have agreed, for the price and upon the terms and conditions mentioned herein.

xvi. The Parties are desirous of recording the terms and conditions arrived at between them.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The Promoters shall under normal conditions construct a building known as "R.N.A. Heights"

182 on the said property in accordance with the plans, designs and specifications sanctioned and/or approved by the Municipal Corporation of Greater Bombay and as may be modified and/or amended from time to time. The purchaser/s has /have also agreed that the Promoters may make such variations and modifications therein as promoters may consider necessary or as may be required to be done and/or considered proper by the Government, the Municipal Corporation of Greater Bombay or any other local body or authority.

2. The Promoters are completing the construction of ground plus 17th upper floors of the said building known as "R.N.A. Heights" having A, B & C wings.

~~The Purchaser/s hereby agree to purchase from the Promoters, and the Promoters hereby agree to sell to the Purchaser/s Flat/ unit/premises/ car parking space/ terrace bearing No. 1402 on the 14th floor wing A/B/C having an area of about 999 sq.ft. (super built up). shown in red colour on the floor plan, marked Annexure "B" collectively, in the building to be known as "R.N.A. Heights" (hereinafter referred to as the said unit) together with the amenities and specifications as per the list hereto annexed and marked Annexure "C" at or for the price of Rs 17,98,200/- (Rupees Seventeen lac ninty-eight thousand two hundred only) including the proportionate price of common areas and facilities pertaining to the said unit, the nature, extent and description of which common and/or limited common areas and facilities are as listed in Annexure "D" hereto and upon the further terms and conditions mentioned herein. The~~

purchaser hereby agrees to pay to the Promoters the consideration amount or purchase price of Rs. 17,98,200/- as follows :

B.M.

(a) A sum of Rs. 500000/- (Rupees Five lac only) only) as earnest or

deposit on the execution of these presents (the payment and receipt whereof the Promoter do hereby admit and acknowledge and acquit, release and discharge and the Purchaser/s from the payment and receipt where of and every part thereof).

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Balance Rs. 1298200/- (Rs. Twelve lac ninety eight thousand two hundred only) Immediate

(b) Rs. _____ /-(Rupees _____ only) to be paid before the completion of the construction of the First Slab..

(c) Rs. _____ /-(Rupees _____ only) to be paid before the completion of the construction of the Second Slab.

(d) Rs. _____ /-(Rupees _____ only) to be paid before the completion of the construction of the Third Slab.

(e) Rs. _____ /-(Rupees _____ only) to be paid before the completion of the construction of the Fourth Slab.

(f) Rs. _____ /- (Rupees _____)



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only) to be paid before the completion of the construction of the Fifth Slab.

(g)Rs. _____ /-(Rupees _____

_____ only) to be paid before the completion of the construction of the Sixth Slab.

(h)Rs. _____ /-(Rupees _____

_____ only) to be paid before the completion of the construction of the Seventh Slab.

(i)Rs. _____ /-(Rupees _____

_____ only) to be paid before the completion of the construction of the Eight Slab.

(j)Rs. _____ /-(Rupees _____

_____ only) to be paid before the completion of the construction of the Nine Slab.

(k)Rs. _____ /-(Rupees _____

_____ only) to be paid before the completion of the construction of the Ten Slab.

(l)Rs. _____ /-(Rupees _____

_____ only) to be paid before the completion of the construction of the Eleven Slab.

(m)Rs. _____ /- (Rupees _____



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_____ only) to be paid before the completion of the construction of the Twelve Slab.

(n)Rs. _____ /-(Rupees _____

_____ only) to be paid before the completion of the construction of the Thirteen Slab.

(o)Rs. _____ /-(Rupees _____

_____ only) to be paid before the completion of the construction of the Fourteen Slab.

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(p)Rs. _____ /-(Rupees _____

_____ only) to be paid before the completion of the construction of the Fifteen Slab.

(q)Rs. _____ /-(Rupees _____

_____ only) to be paid before the completion of the construction of the Sixteen Slab.

(r)Rs. _____ /-(Rupees _____

_____ only) to be paid before the completion of the construction of the Seventeen Slab.

(s)Rs. _____ /-(Rupees _____

_____ only) to be paid before the completion of the construction of the Eighteen Slab.

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 (t)Rs. _____ /-(Rupees _____
 _____ only) to be paid before
 the completion of the flooring.

(U)Rs. _____ (Rupees _____
 _____ only) to be paid before
 completion of plastering.

(v)Rs. _____ /-(Rupees _____
 _____ only) being the balance
 amount of the purchase price to be paid by the
 purchaser/s to the promoters on or before the
 Promoters handing over possession to the

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~~Purchaser/s of the Unit hereby agreed to be allotted~~
 to the Purchaser/s Each. of the aforesaid
 instalments of the purchase price shall be paid only
 and punctually without any claim or deduction, time
 being essence of the contract, in respect of each
 such instalment or payments. The Purchaser/ s
 confirms that no interest in the said unit is intended
 to pass or shall be deemed to have passed in
 favour of the Purchasers, until the full payment
 of the purchase price and all other amounts
 due under this agreement, shall have been fully
 paid up, by the Purchaser.

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 3. On or before the receipt of the Occupation Certificate
 in respect of the said building and in any event,
 before taking and/or possession of the said unit,
 the Purchasers agree to pay the following amounts/
 charges to the Promoters, which are non refundable and/

PA or not adjustable:-

(a) Rs. 251/- towards membership fees and share money of the society and/or association to be formed of purchasers of units in the said building.

(b)Rs. _____ (Rupees _____
_____ only) towards 2 bedrooms Flats

Rs. _____ (Rupees _____
_____ only) towards 3 Bedrooms
Flat towards, statutory and other charges.

(c)Rs. _____ (Rupees _____
_____ only) towards 2Bed Room Flat and

Rs. _____ (Rupees _____
_____ only)towards 3-Bed Room Flat towards
Membership fee of Health Club and Swimming Pool.

(d)Rs. _____ (Rupees _____
_____ only)Towards the Development
Charges. @ 13 Rs. Per sq.ft. of the said unit.

4. The Purchaser/s shall pay the amounts as aforesaid, including various instalments mentioned above, on the due date, without fail and without any delay or default, as time in respect of the said payments, is essence of the contract of an Agreement. The promoters will forward to the Purchasers intimation of the promoters having carried out the aforesaid work at the address given by the purchasers, under this Agreement and the Purchaser/s shall be bound to pay the amount of instalments within eight days, of the promoters, dispatching the intimation under certificate of posting at, the address of the purchaser/s as given, in these presents. The Promoters will keep certificate of of their



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Architect, certifying that the Promoters have carried out the work as per the Agreement and the Purchaser/s shall be bound to pay the amount of instalments within eight days, of the Promoters, dispatching the intimation under certificate of posting at the address of the purchaser/s as given in these presents. The Promoter will keep certificate of their Architect, certifying that the promoters have carried out given item of work and such certificate will be open for inspection by the purchaser/s at the office of the promoters and such certificate shall be valid and binding, upon the purchasers and the purchasers agree not to dispute the same.

5. No forbearance or delay in collection of the aforesaid payments shall be construed as acquiescence on part ~~of the promoters. It is further clarified that the~~ maintenance and other charges as aforesaid shall become payable immediately upon the said premises becoming habitable whether or not the necessary Occupancy Certificate or Building Completion Certificate may have been obtained.

6. ~~If the Purchasers make delay or default in making~~ payment of the instalment or any other amount, mentioned herein the promoters shall be entitled to interest at the rate of 24% per annum, on the amount of the instalment from the date of default till payment and any such receipt thereof, by the promoter shall be 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 instalment or any other amount or amounts, under these presents on their due date (including his/her

proportionate share of taxes, rates scesses, other charges betterment charges and all other outgoings and other amount and or other charges) required to be paid by the purchaser to the promoter under this Agreement, 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 promoters, after giving the purchasers fifteen days prior notice in writing of their intention to terminate this Agreement and specifying the breach or breaches, on the terms and conditions, on account of which, the promoters intend to terminate the Agreement. It is further agreed that upon termination of this Agreement as stated herein, the promoter shall ~~refund to the purchasers instalment which the purchasers~~

may have till then paid, to the promoters, however promoter shall be entitled to dispose of and sell the said unit, to any such person or persons at such price on such conditions, as the promoters, may desire and think fit in their absolute discretion.



7. The said building shall always be known as "R.N.A. Heights" and the name of the Co-operative society or Limited Co. or Association to be formed, shall bear the name R.N.A Heights Co-operative Housing Society Limited as its first name and the same shall not be changed without the written consent of the Promoters.

9. The Purchaser hereby agree, confirm and declare and otherwise empower the Promoters as follows :

- (a) The Promoters shall be entitled to amend, modify and / or vary the building plans, and/

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or and also the specifications in respect thereof without reducing the area of the said unit.

(b) the Promoters shall be entitled to consume such F.S.I. as may be available in respect of the said property or any part thereof at present and in future and shall always be entitled to utilize, construct and dispose of in their own right, any balance F.S.I. or any increased in F.S.I. even after a Deed of Lease/Conveyance is duly executed by the Promoters, in favour of the co-operative society of condominium or other body corporate consisting of the various Purchasers of units in the said building. For the purpose of consuming such balance and/or additional FSI, the Promoters to construct any vertical or horizontal extension thereto and/or put up additional floors and/or the new or additional structure/building, as the Promoters may think fit and proper and to do all such things as may be necessary for this purpose.

(c) The promoters shall be entitled to consume additional and/or balance F.S.I. now available or which may hereafter become available, under D.C. Rules or by reason of any special concession being granted by the Municipal Corporation of Greater Bombay or any other authorities (including F.S.I. available in lieu of the D.P. Road, Setback Reservations Slum, Heritage, etc.)

(d) In the event that any additional F.S.I. or Transferable Development Rights or floating F.S.I. or similar right (whatever be its nomenclature) shall



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become available in respect of the said property at any Point of time in the future, the same shall continue to belong absolutely to the Promoters who shall be entitled to take advantage and/or benefit of such F.S.I. or transferable development rights and use or apply or consume the same on or in respect of any other property. on the said property or otherwise. The Purchaser by himself and as a member of the society covenant not to raise any claim, demand, objection or hindrance thereto. The said Additional FSI which may become available to the promoter on any A/c on or before or after due completion of the buildings, shall be utilised by the promoter without any consent of the Purchaser/Managing Committee/Proposed Adhoc Committee /and or Proposed Society or Society.

(e) The Promoters shall be entitled after consuming such balance and/or additional F.S.I. by constructing tenements or units, to make the same available to any party or person for such use as the Promoters may in their absolute discretion deem fit and proper.

(f) It is further clarified that the terrace upon the top most floor of the said building, and appurtant terraces to flats shall continue to remain the property of the Promoters and the possession or management thereof, shall not vest in the Society or condominium or other organization of the purchasers of premises formed in respect of the said building and the Promoter's shall be entitled to sell, deal with and dispose off the said terrace to any third party for such price premium or otherwise in any manner the Promoter

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may like. The Promoters rights to the said terrace, shall include the rights to construct additional floor or floors, on the said building starting from the said terrace as the base level at any time, in the future by utilising the F.S.I. or Transferable Development Rights or any other Development Rights in respect of the said property or in respect of adjoining property or in respect of any other property. The Purchaser do hereby give the irrevocable consent and no objection to the Promoters for carrying out any such additional construction on the existing terrace or otherwise in or upon any part of the said property. It is further agreed that neither the Purchaser or any other purchaser of premises, in the said building nor any member of the society or condominium or other organisation of the Purchasers or their employees, contractors or agents shall be entitled to enter upon or have access to the said terraces or any part thereof, save and except for the limited purpose of attending to the water tank for the purpose or cleaning or carrying out repairs thereto. The purchaser hereby further give irrevocable consent to the demolition, removal and relocation of the water tank for the time being to carry out such additional constructions.

(g) Irrespective of the possession of the unit being given to the Purchaser/s and/or the management being entrusted to any adhoc committee of the Purchaser/s the rights under this clause and under this agreement reserved unto or in favour of the Promoters for exploiting

the commercial potential of the property described in the schedule hereunder written, in the manner aforesaid or otherwise howsoever shall be subsisting and shall continue to vest in the Promoters.

(h) Promoters shall, be entitled to transfer and/or assign the benefit of such additional F.S.I. or T.D.R. or any other rights of the said property to any third party, who shall be entitled to all the rights mentioned above including to do construction mentioned above.

10. The Promoters have informed the purchaser/s about their intention to sell, lease or give on license or

otherwise deal with or dispose of the rights of use, enjoyment and commercial exploitation of parapet walls of terrace and blank walls on the external porpotion said building (hereinafter called "the said display space")

The sale of such Display space, shall be for the purpose of advertisement (which includes hoarding and display by way of painted boards, sign boards as well as neon lights and allied purposes and the buyer or Licensee of such 'Display Space' shall install a separate electric meter for neon lights and shall alone bear taxes and electric charges pertaining to the "Display Space" and the purchaser shall not take any objection for the same.

The actual outgoings incurred or payable in respect of the Display Space will be sold responsibility and llability of the buyer or licensee of the Display Space. The buyer or licensee of Display Space shall not be liable to contribute any amount whatsoever towards maintenance and other charges of the building, it being clearly understood that he shall be responsible solely

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for his own Municipal assessment and electric charges.

11. The Purchaser/s shall have no claim or right to any part of the said property, and also to any other part of the said building, other than the said unit, agreed to be taken by him/her, similarly the proposed Adhoc Committee /Proposed Society/Society.

12. The said building is expected to be completed and possession of the said unit is expected to be delivered by _____ and/or within 3 months of obtaining the occupation certificate unless prevented by or due to any act of God or act of items/state or force majors or riots or labour trouble or any litigation or any objection of the Municipal or other authorities or for any reason or circumstance whatsoever which substantially effects or alters the time herein contained or which are beyond

the Promoters control and in such event the time for completion of the building and delivery of the possession of the said unit, shall be automatically extended for such further period of time as the Architects of the Promoters may determine. In any case the Purchaser/s shall not be entitled to claim any damages whatsoever or otherwise on account of delay or default, in giving possession of the said unit.

13. Until the said property is transferred and/or cause to be transferred by the promoters to the co-operative Society as hereinafter provided and/or possession of the said property is delivered by the Promoters to the Co-operative Society and intimation of the same is received by the Purchaser/s from the Promoters, the Purchaser/s shall be bound and liable to pay the

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Promoters regularly and punctually all contribution and other outgoings and amounts to be paid by the Purchaser/s to the Promoters under this Agreement. However if the Promoters in their absolute discretion so desire, shall be entitled to entrust the management of the said property to an adhoc committee for maintenance and day to day management of the said building and all responsibilities in that behalf shall be that of the said Co-operative society or the said adhoc committee of the Purchaser/s as the case may be. In the event of the management being entrusted to such Adhoc Committee as provided hereinabove, the chairman and the Secretary of such adhoc committee will be nominees of the Promoters, for the first two years. The formation of and the entrustment of management to such Adhoc committee, shall not

~~however, effect the rights of the Promoters provided under this Agreement, nor shall such act on part of the Promoters be deemed or construed to be waiver of the rights reserved unto or in favour of the Promoters under this Agreement.~~



14. The Purchaser/s shall not be entitled to call upon the Promoters to form such Society before the completion of the project including complete development of the said larger property. The Promoters shall be entitled to decide in their absolute discretion the nature of the Corporate Body of Purchasers to be formed in respect of the said building.

15. In case of sale of units after the formation of the society or any other organisation, the Purchaser/s of all such units, shall be admitted by the co-operative

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society, as members of the society or as shareholders of the company or as member of any association that may be formed, with the same rights and the same benefits and subject to the same obligations as those of the other Purchaser/s (i.e. other members of such society, company or association as the case may be) without any reservation or conditions or any other payments save and except nominal entrance fees, share money and other moneys paid by all the purchaser at the time of formation.

16. Commencing a week after notice is given by the Promoters to the Purchaser/s that the said unit is ready for use and occupation, irrespective of whether the Purchaser takes possession or not, the Purchaser/s ~~from time to time shall be liable to bear and pay~~ all outgoings in respect of the said property in proportion the said unit. The Purchasers further agree that in addition to the deposit mentioned herein till the unit Purchaser's share is so determined, the Purchaser/s shall pay in advance immediately on demand, to the Promoters provisional monthly contributions towards the outgoing. ~~The amount and/or deposit so paid by~~ the Purchaser/s to the Promoters shall not carry any interest and shall remain with the promoters until a Final Deed is executed and/or caused to be executed in favour of the Society or a Limited company. Subject to the provisions of Sec. 6 of the said Act on such Final Deed being executed. The Purchaser/s undertake to pay such provisional monthly contribution and such proportionate share of outgoings as may be required by the Promoters regularly on 5th day of each and every month in advance and at the

same for any reason whatsoever. In the event of default being committed by the purchaser/s herein or by any of the Purchaser/s of any other units, the Promoters shall not be bound to pay the outgoings for and on behalf of the such defaulting person and in the event of any essential supply being disconnected. It shall be the collective responsibility of the 1Purchaser/s who shall deemed to be "managers" under the provision of the Maharashtra Ownership Flats Act in respect of the Units of which possession has been delivered by the Promoters to the respect Purchaser. If on account of failure on part of the Purchaser/s herein and/or the Purchasers of any other units, in the said building, to pay such proportionate share, the authorities, concerned ~~take any action for the recovery of the same.~~

the Promoters shall not be liable or responsible for any loss or damages which may be suffered by the Purchaser/s and/or the society on account of the said action .Provided further that, it shall be the joint and several responsibility of the Purchasers and/or the Organisation, which may be formed amongst various unit holders, of the said Building, to pay Municipal Assessment, Taxes and other charges, duly and punctually without committing any default and for the said purpose, each wing shall be considered, as a separate and independent Wing, not connected with, the remaining and/or other Wing/s

17. The Purchasers shall not put any loft and carry out any alterations and/or additions interalia including the breaking and/or removing the niches provided in the said unit, which may prevent the promoters to use additional F.S.I. or otherwise mentioned herein

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of the said property failing which the Promoter shall have a right to enter upon the said unit and to remove and/or demolish such additions or otherwise entirely at the costs of the Purchaser which shall be without prejudice to the rights of the Promoters to terminate this agreement. In any of the aforesaid event, the Purchasers shall personally be liable and responsible for civil and criminal liabilities and/or for any action and/or proceedings which may be initiated by Mumbai Municipal Corporation or any other Authority and shall always keep indemnified the Promoters as against all such actions, proceedings, penalty or otherwise of any nature whatsoever.

18. The Purchaser/s shall not carry out, in the said unit ~~any internal additions alterations or changes and~~ or shall not put loft or otherwise in the said unit without the prior written consent of the Promoters. During the statutory period if any such alterations, additions or changes are carried out by the Purchaser/s herein or their assignees or Purchasers from them or other Purchasers of any unit in the building then in such case, the promoters shall if so fact be released and discharged from the obligations to rectify or repair or reimburse the purchaser/s in respect of any structural defect. Provided further that in the event of the Purchasers, carrying out any such unauthorized addition or alteration, he shall be exclusively responsible and answerable to the municipal authorities including Purchasers of units in the said building and the promoters shall not be responsible for any liability and/or responsibility, in respect thereof and the Promoter shall not be responsible to bring occupation certificate



or otherwise.

19. Without prejudice to other terms of this Agreement, the promoters shall be entitled to terminate this Agreement on account of the failure of the Purchaser to comply with any terms of this agreement and to take back the possession of the said unit and in such an event the promoters shall refund to the Purchasers only instalment paid of the said unit, which shall be taken by the Purchasers without raising disputes of any nature whatsoever.

20. The Purchaser/s himself/herself/themselves with intention to bind all into whatsoever's hands the said unit may come, including any successor-in-interest ~~of the purchaser/s do hereby covenant with the~~ promoters as follows :

(a) To maintain the unit (at Purchaser/s own cost) in good tenantable repair and condition from the date of taking possession of the said unit and not do or suffer to be done anything, in or to the building, in which the said unit, is situated which is against the rules, regulations or bye/laws of the concerned local authority and/or Co-operative Society nor shall he/ they change/alter or make addition in or to the unit or part thereof, without the written consent of the promoters.

(b) Not to store in the said unit, any goods which are of hazardous or combustible nature or are so heavy as to damage the construction or structure of the building, in which the unit is situated or storing of which goods, is objected



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to by the concerned local or other authority and shall not carry or caused to be carried heavy packages or furniture along the staircase, which may damage or are likely to damage, the staircase, common passage or any other structure, in the said building including entrance of the said building and in case any damages caused to the building or to the said unit on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

(c) To carry out at his own cost all internal repairs to the said unit and to maintain the unit in the same good condition state and order in which it was delivered by the promoters. The Purchaser/s shall not do or suffer to be done anything in or to the said unit, which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority.

(d) Not demolish or cause to be demolished the said unit or part thereof, nor at any time make or cause to be made any additions or alterations of whatsoever nature in or to the unit or any part thereof, or any alterations in the elevation/arcade and outside colour scheme of the said building and shall keep the sewers, drains and pipes in the unit and appurtenances thereto in good tenantable repair and conditions and in particular so as to support shelter and protect the other part of the said building and shall not chisel or in any other manner damage the columns beams walls stalls or RCC Partis or other structural

members in the unit.

(e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the said building or any part thereof or whereby any increased 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 unit in the compound or any portion of the said property and the said building.

(g) To pay to the Promoters within 7 (seven) days of demand by the Promoters, his share of ~~security deposit demanded by concerned local~~ authority or Government for giving water, electricity or any other service connection to the said building.

(h) To bear and pay all increases in local taxes, water charges, insurance and such other levies, if any which are imposed by the connected local authority and /or Government and/or other Public authority, on account of change of user of the unit by the Purchaser viz. for any purpose other than for Industrial purpose.

(i) The Purchaser/s shall observe and perform all the rules and regulations which the society or limited company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the units therein and for the due observance



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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 or limited company regarding the occupation and use of the units 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.

(j) The purchaser/s shall, permit the promoters and their surveyors and agents whether with or without workmen and others at all reasonable times, to enter into and upon the said land and ~~building or any part thereof~~, to view and examine the state and condition thereof.

(k) The purchaser shall not sell and transfer the said unit or the benefit of this agreement and/or shall not create third party rights unless with prior written consent of the Promoters.

(l) The Purchaser shall not let, sub-let, transfer, assign or part with the said premises interest or benefit under this Agreement or part with the possession of the said premises until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of non-observance of any of the terms and conditions of this Agreement and until the Purchaser has first obtained consent in writing from the promoter

in that behalf.

(m) Till a Conveyance and / or Deed of Transfer in respect of building/s in which the said premises is situated is executed, the Purchaser shall permit the Promoter and/their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said property and the said building/s or any part thereof view and examine the state and conditions thereof.

21. Irrespective of disputes if any, which may arise between the promoters and the Purchaser/s and/or the said Co-operative society, all amounts contributions and deposit including amounts payable by the Purchasers to Promoters under this agreement shall always be paid punctually by the Purchaser/s to the Promoters and shall not be withheld by the Purchaser/s for any reason whatsoever.

22. The Promoters shall maintain an account in respect of sums received on account of the share capital Rs.251 for the formation of the Co-operative Society and sums that may be received towards the stamp duty or legal charges that may be collected for conveyance of the said property if any.

23. Any delay or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance of relaxing the payment schedule or any installment thereof by the Promoters shall not be construed as a waiver on the part of the promoters.

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24. In addition to the various payments mentioned herein the Purchaser/s shall deposit with the Promoter within seven days from the date of demanded in that behalf, and/or before the possession of the said unit given, the proportionate amount of stamp duty and registration charges, that would be needed for execution of a Deed of Lease / Conveyance of the said property in favour of Co-operative Society or a corporate body as mentioned herein together with any additional amount which may be demanded by the stamp office or any other Authorities or otherwise. It is agreed that unless and until the Purchaser/s of all units in the said building, shall have paid over the proportionate amount of stamp duty and registration charges and/or any increased amount thereof to the promoters, the promoters shall ~~not be obliged to execute the Deed of Lease /~~ Conveyance in favour of the Co-operative Society or Body Corporate as the case may be.

25. In so far as it does not in way prejudicially affect the right of the Purchaser in respect of the said premises, the Promoters shall be at liberty to sell, assign, transfer or otherwise deal with their right and interest in the said property or in the building to be constructed thereon. Provided that in such event, the Purchaser herein and such assignee of the Promoters shall continue to be bound in all respects by the terms and conditions set out in this Agreement.

26. All notice to be served on the flat Purchaser as shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D. or Under Certificate of Posting at his/her/their address specified

below

MR/MRS/MISS/M/S. Bhagwan Kishanchand Hingorani
Co- Harsa Ajwani B-5 Ashiwad
Poonam Nagar, Andheri (e) Mumbai- 93

27. The Purchaser/s shall at his own costs and expenses including the payment of stamp duty and registration charges, lodge this agreement for registration with Sub-Registrar of Bombay/Bandra within the time limit prescribed by law and forthwith inform the Promoters, the serial number under which the same is lodged, to enable them, to admit execution of the same.

28. The agreement is subject to the provisions contained in the Maharashtra Ownership Flat Act, 1963 and Maharashtra Ownership Flats Rule, 1964 or any amendments or re-enactment thereof for the time being in force or any other provisions of law applicable thereto.

29. Unless the context otherwise suggests or warrants, all obligations, conditions and liabilities herein imposed upon the Purchaser/s whether expressly or impliedly shall be deemed to be convenient running with the unit and shall be binding upon the Society of Purchasers of units in the building (or condominium or other association or organisation or company of Purchasers) and upon any further purchaser or Purchasers of assigns of the unit from the Purchaser herein including any person acquiring any interest in the said unit by way of sale, lease or of inheritance or by reason of law and such Society or Association or the Purchaser herein as member of such society or Association shall not be entitled to and shall be stopped from withdrawing

from or declining to per from the various obligations and liabilities herein contained and the convenient, obligations and liabilities on the part of the Purchaser shall remain in full force and effect even after the formation of the society.

30. Upon the said property including the Promoters having consumed and/or utilised the entire FSI or otherwise of the said property including TDR of any other property on the said property, mentioned under these presents and upon the receipt of the entire purchase price towards the sale of units to be constructed on the said property and on receipt of the other amounts mentioned herein the promoters shall execute and/or cause to be executed a Final Deed of the said property in favour of any organisation which may be formed amongst various unit holder/s of the proposed buildings to be constructed on the said property.

31. The purchaser are aware that the promoter have planned to construct additional two wings of 17 floors each the purchaser irrevocably agrees and confirm individually and jointly prior to formation of society and or thereafter that they shall after taking the possession of the said building under No circumstance shall stop the construction of two wings/ building on any ground of whatsoever nature under any circumstance, on A/c of nuisance and or disturbance and or any other reasons or reasons.

32. The purchasers Managing Committee, Adhoc Committee, Society have also aware that the promoter may use and consume transfer of development rights in the said wings/ building and or additional building

either before the possession of building and or after the possession of buildings to which purchaser have unconditionally consented the promoter to use the same. The purchaser/Ad-Hoc Society/ Managing Committee/ Society are aware and have agreed to allow the promoter the materials that may be required to put additional floor to consume TDR through the transport or otherwise by them and or by their nominee without any interference and or objection on any ground of whatsoever nature, during any time.

33. The purchaser individually and jointly and or proposed society, Ad-Hoc Society or Managing Committee have unconditionally agreed that they have no right on the ~~appurtenant land to the said building/buildings~~ and the promoter have right to sell appurtenant land to any person or persons of their choice.

34. The purchaser are aware that stilt car parking and open car parking belong to the promoter only and shall cannot be used by the purchasers/ Ad-Hoc committee / Proposed society/ Managing committee unless acquired from promoter under separate allotment letter and or agreement. The security of promoter shall have the right to remove any such car/vehicles parked by purchasers, Ad-Hoc Committee /Society / Managing Committee from site who have parked without obtaining such allotment letter/Agreement. The Purchaser, Managing Committee, Adhoc Committee, Proposed Society, are also aware very specifically that if they are allotted open car parking, they shall be Not be Numbered, and the purchasers can park their vehicles on first come first basis, and they shall never on Account

or short parkings and parking without numbers will claim specific parking space from promoter or claim short parking spaces.

35. The purchaser have agreed that they shall pay stamp duty on their Agreement as may be required to form society and approach promoter to cooperate for formation of society provided and always, all the dues that may be payable by the purchasers are paid to promoter, and have claimed no rights other than the unit sold to him/her.

36. The purchaser /Ad-Hoc Society/ Managing Committee/ Society also agreed to transfer the flats and or any other premises including garages in favour of the Transferees which may be nominated by promoter after the society is formed and to issue share certificates in his/her favour ~~without charging any transfer fees/donation from new~~ purchasers.

37. The purchasers/Proposed Managing Committee/ Proposed Ad-hoc Committee/Society have agreed that the appurtenant land to the Building/Building's/Terraces, appurtant to the flats, and or common terraces, Health Club, Swimming Pool, shall always exclusively remain the property of the Promoter and the Promoter shall always have the right on the aforesaid property to sell be same to any person/person's of their choice at a price and upon the terms and conditions as promoter may deem fit for any purpose.

38. The Purchaser/s Proposed Managing Committee Proposed Ad-hoc Committee / Society hereby irrevocabl agrees with the Promoter that they shall have no right

to transfer the flats and or any other premises till such time society is formed and registered.

39. The Purchasers /Proposed Managing Committee/ Proposed Ad-hoc Committee / Registered Society Covenants with the Builders that they shall not issue any share certificates to any member, when society formed and registered, unless, they receive no objection letter from the Builders that the Promoter has no outstanding pending dues on any account with the purchaser, If the society inspite of this issues, then society shall be responsible for such amounts.

40. The Purchasers has been informed and also aware ~~that any charges being paid by the purchasers over and above the flat value and or premises value are not refundable and or adjustable under any circumstances. The Purchasers have understood and knowingly have paid other charges which are to be paid over and above the price always. The Purchaser / Managing Committee / Adhoc Committee / Proposed Society or any A/c. shall never claim refund / or claim adjustment.~~

41. The Purchasers before possession have completely satisfied himself/herself regarding the construction constitution and amenities and have agreed not to raise any dispute on such account thereafter either individual and or by Joining as member In proposed society and or otherwise in any capacity.

42. The Purchasers have been informed specifically that the promoter intents to furnish certain flats, floors, and or building/s, for the use of Guest House which will run on the parralal lines of the Hotel. The purchasers has

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given his/her full consent knowingly and having fully understood, and now the purchasers hereby irrevocably agree with the promoter not to raise any objection when the society is formed or prior to that as individual and or as part of managing committee and or as part of Ad-hoc committee/society.

43. The Purchaser / Proposed Managing Committee / Proposed Ad-hoc Committee / Society & or Society shall contribute proportionally their shares according to their respective areas the amount that may be required for obtaining Building Completion Certificate and or Occupation Certificate on demand, by the promoter as may be demanded by the Corporation alongwith the 10% out of pocket expenses.

44. The purchasers have agreed alongwith the Ad-hoc Committee/proposed society when formed that the purchasers shall not let out his/her premises to any person / person`s and or to any one else on lease basis and or tenancy basis and or out right sale and or part with the possession to second party without the No Objection Certificate from the promoter AND in the event if they do so, in that case, the New Purchasers shall be responsible to obtain such No Objection Certificate from the promoter.

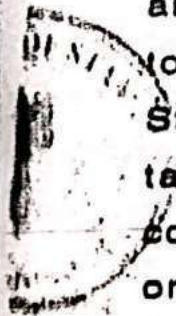
45. The Ad-hoc committee or proposed society and or society hereby irrevocably agrees that they shall not issue any Share Certificate to the second purchasers under any circumstances unless the second purchaser obtain No Objection Certificate from the promoter, they also undertake to the promoter that they shall not recognise second purchasers even on account of the second purchasers

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holding power of attorney from the first purchasers the said management shall solely responsible in the event if they issue Shares Certificate to the Second Purchasers without the No Objection Certificate from the promoter, for losses to the promoter.

46. The purchaser are aware that the open car parking are very much less than required according to the number of flats. The purchaser He/She have given full consent and have known about it and its consequence of short parking and disputes arising on that account at later stage and have shown their willingness to still acquire OCP without having any specific area and number and have irrevocably agreed not to raise any dispute on that account by them and-or-by Adhoc Committee / Proposed Society or Society.

47. The Purchaser hereby agrees that in the event of any amount by way of premium or security deposit is payable to the Municipal Corporation of Greater Bombay or to the State Government or betterment charges or development tax or security deposit 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 hereinabove shall mean and include property charges which the Purchaser may be called upon to pay by the Promoter in respect of installation of waterline, water mains, sewerage line, sewerage mains, electric cables, electric sub-station (if any) making and maintaining of Internal



BZ

Roads, and access to the said property, drainage, lay out and all other facilities including Promoter providing for any transport facilities to the Purchasers of premises in the said Building/s and acquiring of having any buses or other vehicles in that behalf and maintenance, Insurance and replacement such bus or buses time to time till the change of the said property is handed over to such society as the case may be.

48. on or before the receipt of the Occupation Certificate(O.C.) in respect of the said Building and/or in any event, before taking possession of the said unit, the Purchasers hereby agrees to contribute and pay maintenance, for Swimming pool and Health Club, at Rs. _____ Paise per month, per sq.foot as an advance payment for two years to be paid, irrespective

as to whether, the Purchaser uses the said facilities and on their failure to pay the said charges, their membership shall come to an end and the Purchaser shall not be entitled to use the said facilities, provided that on a notice in writing, the Promoter always shall have the right to increase the said charges and the Purchasers shall not be entitled to ask any accounts and/or adjustment or otherwise for the same, as the same are non-refundable.

49. On or before the receipt of the Occupation Certificate(O.C.) in receipt of the said Building and/or in any event, before taking possession of the said unit, the Purchaser has agreed to contribute and pay in advance for two years, his, her or their proportionate share towards, costs, charges and expenses, municipal taxes, outgoings, betterment charges and in respect of the items specified in the "Annexure E" hereto at Rs _____ per sq.foot

per month. Such charges are to be determined by the Promoters having regard to the area of the each premises. The Purchaser shall have to pay, the said charges on demand, and shall not be entitled to ask for any adjustment or otherwise, failing which the Purchases shall not be entitled to enjoy various facilities and shall personally be responsible for any action which may be taken any legal Authorities. The Promoters always shall have the right to increase the said charges and the Purchases shall not be entitled to ask for any accounts and/ or adjustment or otherwise for the same, as the same are non refundable.

50. It is agreed between the Promoters and the Purchaser ~~that the Purchaser is bound and has expressly agreed to purchase and acquire open car parking space in the open compound as may be offered by the Promoter to the Purchaser (Subject to availability thereof) for the price of Rs. _____/ each and if the Purchaser has not acquired and purchased such Car Parking Space on the execution of these presents then the Purchaser shall be bound to pay and acquire such Car Parking Space before taking possession of the said premises and/or having licence to enter the said premises as set out hereinabove.~~

51. The Purchaser shall from the date of his/her/ their having license to enter the said premises maintain the said premises at his/her/their costs in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said building or the said premises, staircase, lift, stilt portion and common passage which may be against the rules and bye laws of the Municipal Corporation of Greater Bombay or any other authority and nor shall purchaser change alter or make additions. In their flats violating FSI or to the said building or any part



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thereof. The Purchaser shall be responsible for any breach of this provision, and or any loss of FSI which may become recoverable by the corporation with the result the corporation may not issue OC/BCC, and or not permit or sanction of plans or any thing relating shall be compensated by purchaser and or by Adhoc Committee/Society. Provided further that in any of the aforesaid event, the Purchasers shall personally be responsible and liable for civil and/or criminal action which may be initiated by Mumbai Munciple Corporation or any other Authority including to pay penalty and other charges may be levied by such Authorities.

52. 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 in the First Schedule hereunder written.

53. PROVIDED AND ALWAYS the Purchaser hereby agrees and confirms that in the event of the said organisation being formed earlier to the promoter dealing with or disposing of the said buildings on the said property then and in that event any allottee or purchaser of permises from the Promoter shall be admitted to the said Organisation on being called upon by the Promoter without payment of any entrance fee or donation or premium or any additional charges save and except Rs. 250/- for the share money and Rs. 1/- as entrance fee and such allottee purchaser or transferee thereof shall not be discriminated or treated prejudicially by the said organisation.

54. Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or any for bearance or giving

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to the Purchaser shall not be construed as a waiver on the part of the Promoter of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser shall not be same in any manner prejudice the rights of the Promoter thereafter.

55. 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 amendment or amendments thereof time to time.

56. The Purchaser hereby covenants to keep the said premises, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good and tenantable repair ~~and condition and in particular so as to support shelter~~

and protect the parts of the building/s 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 Promoters/s. The breach of this conditions shall amount to breach of fundamental terms of contract and all consequences of such fundamental breach shall follow. The Promoter shall without Prejudice to their other rights under these presents and under the law shall be entitled to deduct from the payments made by the Purchaser such amounts as they may find proper to compensate for the damage do 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



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the decision of the Promoter/s in this regard.

57. The Promoter shall prepare the Conveyance and/ or Deed of Transfer and all other documents to be executed in pursuance of these presents as also the Bye-laws of the said Organisation and all costs, charges and expenses including stamp duty registration and execution of the Conveyance and other documents and the formation or registration or incorporation of the said Organisation 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.

58. 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 terraces, etc.~~ will remain the property of the promoter until the whole of the said property is transferred to the said organisation as here in provided which shall always be subject to the rights of the promoters as contained in this agreement.

59. The purchasers/ Proposed Managing Committee/ Proposed Ad-hoc Committee / Society have agreed that on account of any additional premises/ flats are constructed in addition to the existing structure and or over and above the existing structure the said society and others shall not object promoter and will allow them to give additional structure connection such as light, drainage, water supply, roads, to develop infrastructure etc. etc.. and shall not object promoter nominee workmen obstructing them to carryout such connection on any grounds of whatsoever nature any circumstances.

60. The purchasers know that they have agreed to pay

the amount under clause 3 A,B,C,D which are Non-refundable and adjustable more particularly described in the said clauses and the purchasers on any account alongwith the /Proposed Managing Committee/ Proposed Ad-hoc Committee/ proposed society and or society shall not claim refund. The said amount have been considered between the purchasers and promoter as part of the further purchaser price apart from the any other amount which may become payable to the promoter by the under any other clauses.

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

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



SIGNED SEALED AND DELIVERED) For Mansar Construction Co.
 by the withinnamed PROMOTER)
 M/S.MANSAR CONSTRUCTION COMPANY)
 in the presence of) Partner
 1)
 2)

SIGNED SEALED AND DELIVERED)
 by the withinnamed PRESENT PROMOTER) For Mansar Construction Co.
 Anilkumar Aggarwal)
 in the presence of) Partner
 1)
 2)

SIGNED SEALED AND DELIVERED)
 by the withinnamed PURCHASER)
 MR./MRS./MIS./MISS. DR. BHAGWAN)
 . VISHANCHAND HINGORANI.)
 in the presence of)
 1.)
 2.)

Signature
B.M. Aggarwal

RECEIVED from the within named)
 Purchaser a sum of Rs. 50000/- 1. (Rupees)
Five LRC only)
 By Cheque/P.O/D.D. No. 384697 Dated 28.1.2000)
 drawn on Bank of Andhra/Wandadi Pure Branch) Rs. 50000/-
 (Non Refundable in the event of cancellation of)
 Agreement being amount of earnest money as)
 mentioned paid by him/hers)



WE SAY RECEIVED
 For Mansar Construction Co.

(For Partner/Constituted Attorney)

AGREEMENT ISSUED SUBJECT
 TO THE REALISATION OF CHECK

FIRST SCHEDULE ABOVE REFERRED TO

All the piece or parcel of land having an FSI of about 787138 sq.ft. bearing Survey No.34, Hissa No.1 (part) City Survey No.176 (Part) at Village Majas, Jogeshwari (East), Taluka Andheri Bombay Suburban District.



THE SECOND SCHEDULE ABOVE

REFERRED TO:

All the piece or parcel of land having an FSI of about 161311 sq.ft. (being a portion of the property described in the first schedule hereunder written) at Village Majas Jogeshwar (East) Taluka Andheri Bombay Suburban District bearing Survey No.34, His No.1 (part), City Survey No. 176 (part) having an area of about 1499. Approximately sq.mts. equivalent 17932 Approximately sq.yds.

ANNEXURE- C.

GENERAL SPECIFICATIONS AND AMENITIES

1. The building will be of R.C.C framed structure with brick masonry as external walls and internal walls, to be plastered with cement and neeru.
2. **DOORS** : The main entrance door will, be of teak wood flushed/ door, french polished on front side with magic eye, Night latch and all other doors will be flush/panelled wood doors and oil painted.
3. **WINDOW** :Aluminium windows with glass panels.
4. **FLOORING** : Good quality marble/granite in all rooms except kitchen and BathRoom.
5. **KITCHEN** : Raised kitchen platform with Granite with stainless steel sink.
6. **BATHROOM** : White glazed tiles with good flooring of Builders Choice. One geyser, and one shower will be provided in every BathRoom
7. Provision for Telephone cable.
8. **PAINT** : Multi-coloured water proof cement paint for good elevational treatment, oil paint to wood work and white
9. Intercom
10. Concealed wiring and plumbing .
11. Two High speed Lift per Building.
12. Provison for CABLE TV.

<p>प. नं. २२७</p> <p>शेन सावणी सावर ...</p> <p>पोट ललासा ...</p> <p>पदा ...</p>	<p>दिना नं.</p> <table border="1"> <tr> <td>प.</td> <td>प.</td> </tr> <tr> <td>५ - २१॥॥</td> <td></td> </tr> <tr> <td></td> <td>५३॥॥</td> </tr> <tr> <td>५ - ३१॥</td> <td></td> </tr> </table>	प.	प.	५ - २१॥॥			५३॥॥	५ - ३१॥		<p>पा. न. नं. ७, ७ म १२</p> <p>७००० (७२०)</p> <p>७२२</p> <p>कमोदा।</p> <p>गहज विलडरी फा. वि.</p> <p>७०००</p>	<p>नाम : गाजास</p> <p>साउम : ३:१०:१०</p> <p>वत : ७६६ (११५)</p> <p>७६०० (४८५)</p>
प.	प.										
५ - २१॥॥											
	५३॥॥										
५ - ३१॥											

पं	कुट भागि लंर	शेन	दिना	विदे भागि सावर	शेन	रोज
५५ ८२	७६	५६ २१॥॥		७००० १६२१॥॥		

पुनः १०८ २६/२/१५

(59)

Annexure 'A' (Collectively)

Chs 1078/1117-XXXV-II

Date : 5th February, 1980.

ORDER

(520)

No. Chs-1078/1117/XXXV :- Whereas M/s. Madhu Builders Pvt. Ltd. of Bombay holds vacant land in excess of the Ceiling Limit in the Gr. Bombay Urban Agglomeration the details of which are given in the Schedule appended hereto;

And Whereas the Said Company has applied for exemption under Section 20 of the Urban Land (Ceiling and Regulation) Act, 1976, (33 Of 1976);

And whereas the Government of Maharashtra is satisfied that having regard to the location of the land the purpose for which the land is being or is proposed to be used and other relevant factors it is necessary in the public interest so to do;

Now, therefore, in exercise of the powers conferred by subsection (1) of section 20 of the said Act, after having recorded in writing the reasons for making this order, the Government of Maharashtra hereby exempts the said vacant land from provisions of Chapter III of the said Act, subject to the following conditions, namely:

1) The land exempted under this exemption order shall be used by the said Company for transferring it by way of sale to the Majas Madhu Co-operative Housing Society Ltd, (Proposed), Bombay, for enabling it to commence construction of its residential buildings subject to the building regulations of Bombay Municipal Corporation, Town Planning Rules and other statutory regulations and for no other purpose. Any change made in the user of the land shall amount to a breach of these conditions.

2) The said Co-operative Housing Society shall make full utilisation of the land so exempted by commencing construction of residential buildings as per permissible FSI (Full FSI) within a period of one year from the date of this exemption order and shall complete the construction within a period of five years from that date, failing which the exemption shall stand withdrawn. If only a part of the land utilised and a part remains unutilised, then exemption for the part which remains vacant at the end of the period of five years shall be deemed to have been withdrawn.

3) The building shall be constructed strictly according to Building Regulations of the Bombay Municipal Corporation, Town Planning Rules and other statutory regulations. The plinth of each flat shall not exceed 80 sq.fts. and the society shall not allot more than one flat to one family (viz., a unit consisting of husband, wife and minor children).

4) The said Company shall not transfer the exempted land (with or without buildings thereon) or any part thereof to any other person, by way of sale, mortgage, gift, lease or otherwise, except to the Majas' Madhu Co-operative Housing Society Ltd., (Proposed), Bombay. The Conveyance shall be made within a period of one year from the date of this exemption order. The Registration Authorities shall allow Conveyance only after a 'No Objection Certificate' is produced from the competent Authority (Urban Land Ceiling) Gr. Bombay.

5) Not with standing anything contained in any of the proceeding clauses of this order, if the said Company desires to transfer the exempted land (with the buildings thereon, if any) to any other person, by way of sale, mortgage, gift lease or otherwise, it shall transfer, and such application shall contain such particulars as the State Government may requires. On receipt of such application on the State Government, may, after holding enquiry as it may deem fit, grant the permission subject to such conditions as the State Government may deem fit to impose including a condition that the transfer shall deposit with the State Government the difference between the market price of the land so exempted under this order and the price at which it would normally have been acquired under the said Act and such other conditions as the State Government may deem fit to impose. The State Government's determination of the market price of the land at the time of transfer and the price at which the land normally would have been acquired under this Act shall be final.

6) The following part of the exempted land shall always be kept vacant, namely : "An area which is required to be kept compulsorily open as per FSI and other regulations of the Bombay Municipal Corporation Town Planning Rules and other statutory regulations'.

This part of the land shall not be used for any construction whatsoever. Even if there is a change in the FSI in future permitting additional construction, this part shall not be available for such construction.

(7) If at any time , the state Government is satisfied that there is a breach of any of the conditions mentioned in this order, it shall be competent for the State Government by order to withdraw the exemption from the date specified in the order;

Provided that ,before making any such other, the state Government shall give a reasonable opportunity to the person whose land is exempted of making representation against the proposed withdrawal.

(8) When any exemptions is withdrawn or demand to be withdrawn under these conditions, the provisions of Chapter III of the said Act shall apply to the as if the land had not been exempted under this order.

By order and in the name of the Governor of Maharashtra.

SD/-
(B.P. Pande)
Under Secretary to Government.

(62)
To:

- 1) M/s. Madhu Builders Pvt. Ltd.,
83, Jolly Maker Chambers II, 8th Floor,
Backbay Reclamation, Nariman Point,
Bombay - 400 021.
- 2) Shri M.K. Lalan,
Chief Promoter,
Chief Promoter,
Majas Madhu Co-operative Housing Society Ltd.,
(Proposed), 19, Sony House,
North South Road No. 4, Vile Parle,
Bombay.

Copy forwarded with compliments for information and necessary
action to:-

- Land
- 1) The Additional Collector and Competent Authority, Urban
Ceiling, Gr. Bombay.
 - 2) The Deputy City Engineer, Bombay Municipal Corporation,
Bombay
 - 3) The Sub-Registrar, Bombay.
 - 4) ULC-I.

THE SCHEDULE

Details regarding the applicant and the vacant land possessed by Company for which exemption is sought under section 20 of the Urban Land (Ceiling and Regulation) Act, 1976.

- 1) Name and address of the person holding the land. M/s. Madhu Builders Pvt. Ltd.,
83, Jolly Maker Chambers
No.II, 8th Floor,
Nariman Point, Bombay.
Company.
- 2) Status of the person.
- 3) No. and date of application 13.7.1978.
- 4) Name of the Urban Agglomeration in which the land for which exemption is sought :-
a) District, Taluka, Village, S. Nos. Gr. Bombay.
S.No.16, S.no.32, S.No34,
H.No.1, S.No. 35, S.No.42,
H.No3, (Excluding 20 acres of
land under acqulstion for
Maharashtra Housing Board)
S.No.55, S.No.56, and S.No.
57 of Village Majas,
Jogeshwari (E), Tal. Andheri,
B.S.D.
- b) Total area in sq.mts. 2,21,626.9 Sq.Mts.
- c) Area of excess vacant land exempted. 1,39,930.72 Sq. Mts.

M. COLLECTOR

Sd/-
(B.P. PANDE)
Under Secretary to Government.

LETTER 'D'

No. CHS- 1078/1117-XXXV
Date : 29.2.1980.

CORRIGENDUM

- Read :-
- 1) Govt. in G.A.D. Order No. CHS/1078/1117-XXXV-II dated 5.2.1980
 - 2) Application of Madhu Builders Pvt. Ltd., dated 6.2.1980 and 11.2.1980.
 - 3) C.A.'s letter No. C/ULC/SR/VI(1) of 26.2.1980.

In condition No.4 instead of "Conveyance shall be made within a period of one year from the date of this exemption Order "Read" Conveyance shall be made within a period of two years from the date of this exemption order."

The schedule attached to General Administration Department's Order of 5.2.1980 mentioned above is corrected as follows

At 5(c) of the Schedule "area of excess vacant land exempted 1,39,930.73 sq.metres." is corrected to "area of excess vacant land exempted 1,56,698.73 sq.mtrs".

By order and in the name of Governor of Maharashtra.

Sd/-

Deputy Secretary to Government.

To

- 1) M/s. Madhu Builders Pvt. Ltd., Bombay 400 021.
- 2) Shri M.K. Lalan, Chief Promoter,
Majas Madhu Co-operative Housing Society Ltd.,
(Proposed),
19, Sony House, North South Road No. 4,
Vile Parle, Bombay.

Copy forwarded with compliments for information and necessary action to

- 1) The Additional Controller and Competent Authority,
Urban Land Ceiling, Greater Bombay.
- 2) ~~The Deputy City Engineer,~~
Bombay Municipal Corporation, Bombay.
- 3) The Sub-Registrar, Bombay.
- 4) ULC-I.

Annexure 'A' (Collectively)

GOVERNMENT OF MAHARASHTRA

Chs 1079/117-XXXV-II
Housing & Special Assistant
Department,
Mantralaya, Bombay 400 03

Dated : 6th November 1980

CORRIGENDUM

- Read :-
- 1) Govt. in G.A.D. Order No. CHS 1078/117-XXXV-II dated 5.2.1980.
 - 2) Govt. in G.A.D. Corrigendum No. CHS 1078/117-XXXII dated 29.2.1980.
 - 3) Agricultural and Co-operative Department Circular No. CHS 1079/25831-14-C dated 2.5.1980.

In Condition No. (1) of the G.A.D.'s above exemption order instead of "land exempted under this exemption order shall be used by the said company for transferring it by way of sale to the Majas Madhu Co-operative Housing Society Ltd., (Proposed), Bombay".

Read :

"The land exempted under this exemption order shall be used by the said company for transferring it by way of sale to the Majas Madhu Co-operative Housing Society Ltd. (Proposed), Bombay or to its unit or units as a distinct identity."

In condition No. (2) of the above exemption order instead of "the said Co-operative Society shall make full utilisation of the land exempted."

Read :

"The said Co-operative Housing Society or its unit or units shall make full utilisation of the land so exempted".

In condition No. (4) instant of "the said company shall"

(67)

transfer the exempted land with or without building thereon or any part thereof to any other person by way of sale, mortgage, gift, lease or otherwise except to the Majas madhu Co-operative Hoislr Society Ltd., (Proposed), Bombay".

Head

"The said company shall not transfer the exempted land with or without building there on or any part thereof to any other person by way of sale, mortgage, gift, lease or otherwise except to the Majas Madhu Co-operative Housing Society Ltd., (Proposed) Bombay, or to its units as a distinctive identify." By order and in the name of the Governor of Maharashtra.

Sd/-

(B.K. Agarwal)

Deputy Secretary to Government,

That proper gutters and down pipes are leaves of the roof on the public street.
() That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet requirements, but not otherwise you will be at liberty to proceed with the said building or work at any time before the 8th day of March 1999, 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 and in force.

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

Executive Engineer, Building Department
Zone, War

SPECIAL INSTRUCTIONS.

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS PUBLIC 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 powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 68 of the said Act.

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

"Every person who shall erect as new domestic building shall cause the same to be built so that the level 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 existing or thereafter 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. (30 metres) above Town Hall Datum."

(4) Your attention is invited to the provisions of Section 152 of the Act whereby the person who pays property taxes is required to give notice of erection of a new building or occupation of a building which has been vacant; to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act in respect of the fact that the valuation of the premises will be liable to be revised under Section 67 of the Act on the earliest possible date in the current year in which the completion or occupation is detected by the Municipal Commissioner's Department.

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

(6) Proposed date of commencement of work should be communicated as per requirements of Section 471 (a) of the Bombay Municipal Corporation Act.

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

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

Your attention is drawn to the notes accompanying this Intimation of Disapproval.

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महानुंबई महानगरपालिका

MUNICIPAL CORPORATION OF GREATER BOMBAY

No. 11/1000/1511/AK of 9 MAR 1996

कायदा नं. 11/1000/1511/अक
(अंकीत) ९ मार्च १९९६
महानगर पालिकेची कार्यालये
१९८, ६ वायव्य मार्ग मुंबई, रंगभूमी

-----3-----

1) That the N.O.T. for forming Registered Co.Op.Hsg.Soc.will not be submitted before C.C. and the Co-Op.Hsg.Soc.will not be got registered from occupation/D.C.C.whichever is earlier.

2) That the N.O.T.the additional copy of plan shall not be submitted to the authority to hand over the setback land free of compensation and the setback handing over Crt.will not be obtained from Ward Officer.

3) That the ownership of the setback land will not be transferred in the name of M.C.G.B.before C.C.

4) That the I.B.indemnifying the Corporation for damages,risks, accidents and so the occupiers and undertaking regarding no nuisance will not be submitted before C.C./starting the work.

5) That the N.O.C.from (1) A.A.&C.K/East,(11) Civil Aviation (111)H.E. (112) N.L.(v) D.N.E.S.Ltd.will not be submitted before applying for C.C. and the requisitions if any,will not be complied with before B.C.C.

6) That the requisiments of B.S.E.S.Ltd.will not be obtained and the requisitions, if any,will not be complied with before occupation Crt./

7) That the design, details and plans cross sectional details etc.,for septic tank and soak pit will not be submitted by the L.P.before C.C.and the charges towards laying sewers will not be paid before OCC.

8) That adequacy calculations for tests of absorption test and details of drainage line drain of suction tank and soak pit will not be submitted to commencement of drainage work and if required Biological filter pumping arrangement in consultation with the E.E.Planning(Subs.)will be provided and approval for septic tank from E.E.(S.P.)(P.&D.) will not be submitted before C.C.

9) That the required under the Maharashtra Land Revenue Code of 1956 necessary N.A.permission from Revenue Authorities of Govt.of Maharashtra will not be obtained and submitted before C.C.

10) That the permission of Tree Authority will not be obtained before applying for C.C.

11) That the N.O.T.will not be submitted by the Developer owner before applying for C.C.stating therein that he will include a suitable condition in the agreement for sale of flat etc. That the purchaser of flat etc.will be liable the user of the flat or room thanshown in the approved plans and a copy thereof will not be submitted for this office record.

12) That the qualified/registered site supervisor through Architect/Engineer will not be appointed before applying for C.C.

13) That all the electrical installations shall not be carried out in conformity with the provision of Part VIII of bldg.services section of National Bldg. code.

14) That the amount he will be intimated by M.C.G.B.towards development charges for an approved layout/sub-division/of land and development structure An approved layout/sub-division/of land and development structure and transfer of setback land, D.P.Road, etc. will not be executed unless and transfer of irrevocable Banker's Guarantee from the bank within the limits of Greater Bombay and agreement to the bank will not be executed with M.C.G.B. before asking for C.C.

15) That the amount of premium as intimated will not be paid before applying for C.C.

....4.

- 21) That the plinth/stilt height shall not be S.E. before proceeding with the work above plinth.
- 22) That the elevation treatment, if any will not be got approved before applying for C.C. above plinth level.
- 23) That the true copy of the sanctioned layout/sub-division/amalgamation approved under No. CE/635/LOKEN dated along with the T.&C. thereof will not be done before submission of B.C.C. and compliance thereof will not be done before submission of B.C.C.
- 24) That the conditions of Govt. order Under No. dated shall not be complied with and that the CE regarding compliance of conditions mentioned therein will not be submitted before submission of B.C.C.
- 25) That the O.H. water storage tanks will not be provided with bottom slab 4' 1.2 Mtrs. above roof slab as required by H.E.
- 26) That the approval of the location and capacity of the suct. tank, O.H. tank and pumping arrangement will not be provided for entire bldg. including existing floors.
- 27) That the entire water supply for existing as well as proposed extension work will not be downtake supply only from O.H. tank to be provided on the top most terrace of the Bldg.
- 28) That the separate vertical drain pipe, soil pipe with a separate gulch trap, water main, O.H. tank, etc. for Maternity Home/Nursing Home user will not be provided and that the drainage system of residential part of the building will not be affected.
- 29) That the 6" Vent shaft from sewer trap chambers with 5" stone ware pipe 'Tee' arrangement will not be made by owner to enable the B.M.C. to connect vent shaft fixed to the bldg. by the owner and permission for doing such work will not be given to the owner to the Corporate.
- 210) That the some of drains will be laid internally.
- 211) That the smoke test for drainage lines will not be given before asking for occupation.
- 212) That the nahanics, terraces, sanitary blocks shall not be made waterproof/leakproof.
- 213) That the dust bin will not be provided as per C.E.'s Circular No. CE/9297/II of 26-6-1978.
- 214) That the compound gate will not open inside the plot.
- 215) That the tree shall not be planted at the rate of 1 tree per 80 sq. Mtrs. of plot area or part thereof before submission of B.C.C.
- 216) That the surface drainage arrangement will not be made in consultation with E.L. (S.W.D.) or as per his remarks under will not be obtained and submitted before applying for OCC/B.C.C.
- 217) That 10'-0" wide paved pathway upto staircase will not be provided.
- 218) That the surrounding openspaces, parking spaces, and terraces will not be kept open and unbuilt upon and will not be levelled or developed before requesting to grant permission to occupy the Bldg. or submitting B.C.C. whichever is earlier.
- 219) That the ventilators in dead walls will not be at height less than 5'-3" above floor level and of size not more than 3' x 2' and number of ventilator per room shall not be restricted to one.
- 220) That the some of the passages and lobbies will not be properly lighted and ventilated.
- 221) That debris will be stacked on Municipal Road/footpath during the progress of work.
- 222) That all the D.P. reservation and D.P. Roads shall not be handed over to M.C.G.B. before asking for C.C.
- 223) That the development charges as per M.R. and T.P. (Amendment) Act 1992 will not be paid before asking for C.C.

बृहन्मुंबई महानगरपालिका

MUNICIPAL CORPORATION OF GREATER BOMBAY

कार्यकारी अभियंता इमारती प्रस्ताव
(अग्रगण्य) व. मं. कायदा
महानगरपालिका, मुंबई
महानगरपालिकेची कार्यालये
एच. व. शास्त्री मार्ग, मुंबई

9 MAR 1996

11/17/5006/1111/AR of

—3—

1) That the adequate care in planning, designing and carrying out construction will to provide for the consequence of settlement of the plot and filling etc.

2) That the name plate/board showing plot No. Name of the Bddg .etc. will not be displayed at a prominent place before OCC/BCC.

3) That the application is not made and deposit is not paid to the Municipal Corporation for carriage entrance across road side drain at your plot before starting the work and the carriage entrance will not be approved before submitting occupation/B.C.C.

4) That the common Antenna for Television Transmission will not be approved as per the requirements of D.C. Regn. 1991 before submission.

5) That the parking spaces xxx will not be marked with paint before application for OCC.

6) That the Notice Board as 'Servant's Toilet' will not be displayed on the plot proposed for servant's use and the copy of sample agreement for sale of flats with mentioned therein about 'Servant's Toilet' and lines also provided on ground floor/upper floors meant for common servants only will not be submitted before applying for OCC/B.C.C.

7) That separate xxxxx F.R. Card for sub-divided plots, D.F. Roads and xxxxx shall not be submitted before C.C.

8) That the C.O. from Lift Inspector shall not be submitted for submission of OCC/B.C.C.

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

10) That the Cert. under section 270-A of the D.M.C. Act will not be obtained from H.B. regarding adequacy of water supply.

11) That the copy of the last upto date bill paid to A.A. & C. K/W East will be submitted at the time of applying for the B.C.C.

12) That the H.P. floor plan will not be handed over to M.C.G.D. as and when approved and clearance to that effect will not be submitted from the H.P. before asking for OCC/B.C.C.

13) That the H.P. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of completion.

14) That the H.P. into prescribed proforma agreeing to demolish the structure if constructed beyond permissible F.S.I. shall not be submitted for C.C.

15) That the undertaking shall not be submitted for payment of premium paid and calculated as per revised proposed land use plan not be submitted.

...6.

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239) That the ^{Amended} ~~Overhead~~ layout shall not be got approved before C.C.

- Notes: 1) That the work should not be started unless objections A to H are complied with.
- 2) That the C.C. will not be issued unless N.O.C. from (i) A.A.S.C.K/E, (ii) Civil Aviation (iii) H.E. (iv) B.S.E. are obtained and conditions 1 to 22, 230, 222, 223, 237, 239 are complied with.

Esk/6.3.96.

V. R. Korgann
Executive Engineer Building Proposal (W.S.)

K/Enc

9/3/96

No. 45/17/9506 BSU/AK

9 MAR 1976

NOTICE

A TO H.

- (1) The work should not be started unless objections are complied with
 - (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
 - (3) Temporary permission on payment of deposit should be obtained for any shed to house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional 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 boarding 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 tap water has been consumed on the construction works and bills preferred against them accordingly.
 - (7) The boarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The tentfoldings, bricks metal, sand, preps debris, etc., should not be deposited over footpaths or public street by the owner/architect/their contractors, etc., without obtaining prior permission from the Ward Officer of the area.
-
- (8) The work should not be started unless the manner in obviating all the objections is approved by this Department.
 - (9) The work should be started unless the structural design is approved.
 - (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces and dimension.
 - (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road and footpath.
 - (12) All the terms and conditions of the approved layout/sub-division under No. of should be adhered to and complied with.
 - (13) The Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
 - (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
 - (15) The road to the full width shall be constructed in water bound macadam before commencement 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 space around the building should be consolidated in concrete having 100mm glass pieces at the rate of 125 cubic metres per 10 Sq. metres below payment.
 - (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
 - (19) The 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 with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13(6) (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 breach of the conditions under which this Intimation of Disapproval is issued and the permission 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 its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will 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 balconies and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.

- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Bombay, as required in Section 331-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on tightly serving the purpose of a lock and the warning pipes of the ribbet prestressed with screw or dome shape pieces (like a garden rose) with copper pipes with perforations each not exceeding 1.5 mm. in diameter. The cistern shall be made easily, safely and permanently accessible by providing a firmly fixed ladder, the upper ends of the ladder should be earmarked and extended 60 cms. above the top where they are to be fixed and its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Dye-law No. 5(b).
 (b) Lintels or Arches should be provided over Door and Window openings.
 (c) The drains should be laid as require under Section 234-1(a).
 (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk.

V. R. Koranne
 Executive Engineer, Building Proposals
 Zone - 15/Eastward

COPY OF LICENSED ARCHITECT/CWNER

9/3/96

LETTER 'A' COLLECTIVELY

76

No. CE/ 9423 /MSI/AK of

1.11.82

- (V) That the true copy of plan of the sanctioned sub-division/layout with the R.A.S. will not be submitted before starting the work.
- (W) That the N.C.C. form J.A. & O.K. Mid/East will not be submitted before applying for C.C. (X) That the N.C.C. form H.S. will not be submitted before applying for J.C. (Y) That M.C. for labourers with flushing system will not be provided. (Z) That the trees at the rate of 1 tree per 100 sq.yds. of plot area or part thereof shall not be planted.
- (21) That the permission of Tree Authority Govt. of Maharashtra will not be obtained before cutting any tree.
- (22) That plinth and/or stilt height shall not be got checked and approved from S.J. before proceeding with the work above plinth.
- (23) That the compound-gate will not open on inside the plot.
- (24) That the dust bin will not be provided as per C.E.'s Circular under No. CE/0296/II of 26-6-78. (25) That the copies of I.C.D. conditions and other layout/sub-division conditions imposed by the Municipality in connection with the development at site shall not be given to the would be purchasers and shall not be displayed at site.
- (26) That the Smoke test for drainage lines will not be given before applying for Occupation. (27) That the conditions of the Govt.'s order No. MS/117-11-V(II) dated 5-2-1980 and 20-3-1980 shall not be complied with and that submitted before applying for B.C.C.
- (28) That as stated in C.E.'s Circular No. CE/1357/II of 5-7-79 (copy of which is forwarded to all the Architects) Structural Engineer will not be appointed as per proforma 'A', Supervision memo will not be submitted for amended plans if any, and completion est. along with 2 sets of completion plans of structural work (one set mounted on canvas) will not be submitted as per proforma 'D'. (29) That a Janata Insurance Policy of policy to cover the compensation claims arising out of workmen's compensation act, 1948 will not be taken out before starting the work and also will not be renewed during the construction work.
- (30) That the surface drainage arrangement will not be made in consultation with X.E. Planning (Subs.). (31) That the low lying plot will not be filled upto a reduced level of at least 92 Town Hall Datum or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc. levelled and rolled to the satisfaction of the C.E.
- (32) That the means of access will not be constructed water bound macadam before starting the work and will not be constructed, asphalted, drained, stoned, ligged etc. before submitting R.C. or earlier.
- (33) That the conveyance road and compound wall is not constructed before starting the work. (34) That the compound wall is not constructed, on a low level of bottom of road side drain without obstructing the flow of rain water from the adjoining holdings to prove possession of holding before starting the work. (35) That the drainage layout plans will not be got approved from this office L.P. before applying for C.C. (36) That the overhead water storage tanks will not be provided with bottom slab 4'-0" above the roof slab as required by H.E.
- (37) That the approval of the location and capacity of the overhead tank from H.E. will not be submitted before applying for C.C.
- (38) That the 30'-0" wide paved pathway will not be provided upto staircase. (39) That the set-back landing over est. will not be submitted from U.O./Ward. (40) That the D.I. Corporation fund will not be transferred in the name of H.C.C. before H.C.C.
- (41) That the authentic proofs in respect of existing structures proposed to be retained will not be submitted. (42) That the sanitary arrangement to existing buildings will not be constructed before C.C.
- (43) That amended layout will be got approved before applying for C.C. (44) That the est. from the Lift Inspector shall not be submitted before asking for occupation. (45) Drainage General.

JK/26.11.82. 7600.

2
Executive Engineer Building
Proposed W. S. (H.S.) Wards.

1. ITEM 'A' - COLLECTIVELY

No. 17, 119403

At D. 11/11

100 1032

NOTES

- (1) The work should not be started unless objections are complied with.
- (2) A certified set of latest approved plans shall be displayed on site at the time of 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 be used and also for construction purposes. Residence of workmen shall not be allowed on site. The statutory certificate for starting construction work shall be furnished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation or self flushing system with necessary drainage arrangements should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the handling is constructed and application is made to the Ward Officer with the required deposit for the construction of drainage channels, over the road side drain.
- (6) The owner shall insure the hydraulic jacks or his representative in Wapta east 13 days prior to the date on which the proposed construction work is taken on hand that the water existing in the compound will be utilized for fire protection work and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed as the construction work and bills preferred against them accordingly.
- (7) The building or screen wall for supporting the deposit of building materials shall be constructed before starting any work even though materials may be expected to be stacked in front of the building for scaffolding, brick, metal, wood, pipe, debris, etc. should not be deposited over compound or public street by the owner/contractor/contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the matter is obtaining all the objections approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above ground should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding subjects of the open space and drainage.
- (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 the rate and to award the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout plan 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 it is submitted 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 small open space should be developed before submission of Building Completion Certificate.
- (15) The sewer laid to the full depth shall be constructed to water bound condition before commencing work and should be completed to the satisfaction of Municipal Commissioner including stabilizing, lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjacent building or outfall, if any should be maintained unobstructed.
- (17) The surrounding open space around the building should be consolidated in concrete having two or glass plates at the rate of 133 cubic metres per 10 Sq. metres below pavement.
- (18) The compound wall or facing 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 building 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 prohibition of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Planning Commission under Section 11(1)(a) of the Rent Act and in the event of your proceeding with the work either without an indication about withdrawing the work under Section 11(1)(a) of your starting the work with or demolishing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this prohibition 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, 1946, (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 land unless the City Engineer is satisfied with the following :-
 - (i) Specific plans in respect of relocating 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 vacate the alternative accommodation in the proposed structure at standard rent.
 - (iii) Plans showing the related programme of construction has to be duly approved by this office before starting the work so as not to experience at any stage of construction, the Development Control Rules regarding open spaces, lifts and installation of existing sewerage.
- (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 a building where no work should be started before the existing structure which will cause rain water leakage and consequent nuisance to the tenants residing on the floor below.
- (24) The bottom of the overhead storage tank above the building for the water should not be more than 1 metre.
- (25) The work should not be started above first floor level until the 100 Cibilities 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 niches and other appendages in the building should be so arranged as not to obstruct the laying of drains beside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pump, 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 openings of all drains shall be covered with a properly fitting mosquito proof hinged cast iron cover in one piece, with locking arrangement provided with a bolt and nut secured on tightly securing the cover as a lock on the washing pipes of the systems protected with screw on cone shaped pieces (like a garden edger) with copper plates with perforation each not exceeding 1.5mm in diameter. The covers shall be made easily, safely and permanently possible by providing a firmly fixed iron ladder, the upper ends of the ladder should be curved and extended 45mm above the top where they are to be fixed and the lower ends in cement concrete blocks.~~
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles do not to the use of plane glass for coping over compound wall.
- (32) (a) Louvre should be provided as required by Bylaw No 3 (b).
 - (b) Lintel or Arches should be provided over Door and Window openings.
 - (c) The drains should be laid as required under Section 226-1(a).
 - (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed addition is intended to be carried out in old foundation and structures, you will do so at your own risk.



(B. S. BAROT)

*Executive Engineer, Building Proposals,
Tans... C. V. B. ... Wards*

COPY OF LICENSED ARCHITECTURE OWNER

(71)

THE MUNICIPAL CORPORATION ACT 1970

This Certificate is issued under
G.C. issued under
CE/9506/USH/AK
dated 22-1-83

NO. OB/1506/BSH/W/A Valid up to 31-4-83
13 JAN 1983
COMMENCEMENT CERTIFICATE

Permission is hereby granted under Section 45 of the Maharashtra Regional and Town Planning Act (Maharashtra Act No. XXVII of 1966) to M/s. Meadhu Builders Pvt. Ltd. APPLICANT, to the Development work of Residential Bldg

at premises at street No. Bldg No. 2
Hissa No. C.T. No. 15(P)16(P) Survey No. 13-14-15(P)
Village Mujas. 18-19(P)17(P) 179 Plot No. 34(P) m(P)
situated at Jageswar (C) on the following conditions:
Viz.:

1. This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay, if (a) the Development works in respect of which permission is granted under this certificate is not carried out or the user 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 Sri S.K. Umale, Executive Engineer to exercise his power and functions 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 bear any subsequent application for fresh permission under section 41 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 assigns and every person deriving title through or under him.

This Commencement certificate is valid for carrying out the work upto 30-4-83 only

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

S. K. Umale

Executive Engineer Building Proposals
(Western suburbs) & K. Wards.

MUNICIPAL CORPORATION FOR GREATER BOMBAY

80

Valid up to 21.4.99

CH/ 9506/B-11/V/S/AK

28 APR 1999

Further C.C. is now extended
for Full sight

cash. Facto sanctioned
for regularisation of
work carried out beyond C.C.

Asst. Engr. B. P. (YS) K/W



Annexure'A"(Collectively)

MAHIMTURA & CO.

Advocates & Solicitors

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

C.S. MAHIMTURA

P.K. SHROFF

Telephone Off. : 272 508, 273176

Res. C.S.M. 814 629

P.K.S. 577 829

Ref. No. :

To

M/s. Skyline Construction Co.

Re : ~~In the matter of assignment of development rights~~
In respect of all that piece or parcel of land or ground situate
lying and being at village Majas, Jogeshwari (East) in the
registration District and Sub District of Bombay City and
Bombay Suburban admeasuring 6696.50 Sq.Mts. bearing
survey No. 34, Hissa No.1 (Part) City Survey No. 176 (Part).
Madhu Builders Private Limited

And

Manilal Khimji Lallan & Anr.

And

Vakharia Estate & Investment Company Pvt. Ltd.

And

Majas Land Development Company Pvt. Ltd.

And

M/s. Skyline Construction Co.

And

Anilkumar Agarwal.

This is to certify that we have investigated the title of M/s.
MADHU BUILDERS PVT. LTD. to the above property and subject to
Agreement dated 12th day of January, 1976 and made between
Madhu Builders Pvt. Ltd. of the One Part and Manilal Khimji Lallan
And Khimji Ganpat lallan of the Other Part and Subject to pending
conveyance dated 3rd February, 1982 and lodged for registration

with Sub Registrar of Assurance at Bombay and subject to Order of exemption under Section 20 of the Urban Land (Ceiling & Regulation) Act, 1976 dated 5th February, 1980 No. CHS/1078/1117-XXV-II and Corrigendums dated 29th February, 1980, 6th November, 1980, 28th January, 1981 and 31st January 1985 and Subject to Tripartite Agreement dated 4th January, 1982 and made between the said M/s. Madhu Builders Pvt. Ltd. of the First Part, Manilal Khimji Lallan and other of the Second Part and Vakharia Estate & Investments Pvt. Ltd. of the Third Part and subject to Agreement dated 21st March, 1984 and made between Vakharia Estate & Investments Pvt. Ltd. of the One Part and Majas Land Development Company Pvt. Ltd. of the Other Part and subject to Agreement dated 10th April, 1985 and made between Majas Land Development Company Pvt. Ltd. of the One Part and Mrs. Saranga A. Agarwal Sole Properties of M/s. Skyline Construction Co. of the Other Part and subject to and relying upon the contents of the Declaration-cum-Indemnity of Manilal Khimji Lallan & Khimji Ganpat Lallan dated 10th April, 1985 and subject to and relying upon the contents of the Declaration-cum-Indemnity of Madhusudan Brijlal Vakharia and Mrs. Usha Madhusudan Vakharia of Vakharia Estate & Investments Pvt. Ltd. dated 10th April, 1985 and subject to and relying upon the correctness of the Declaration-cum-Indemnity of Madhusudan Brijlal Vakharia of Majas Land Development Company Pvt. Ltd. dated 10th April, 1985 we have found their title to the above property clear and marketable and free from encumbrances of any nature whatsoever.

Dated this 10th day of April, 1985.

CO.,

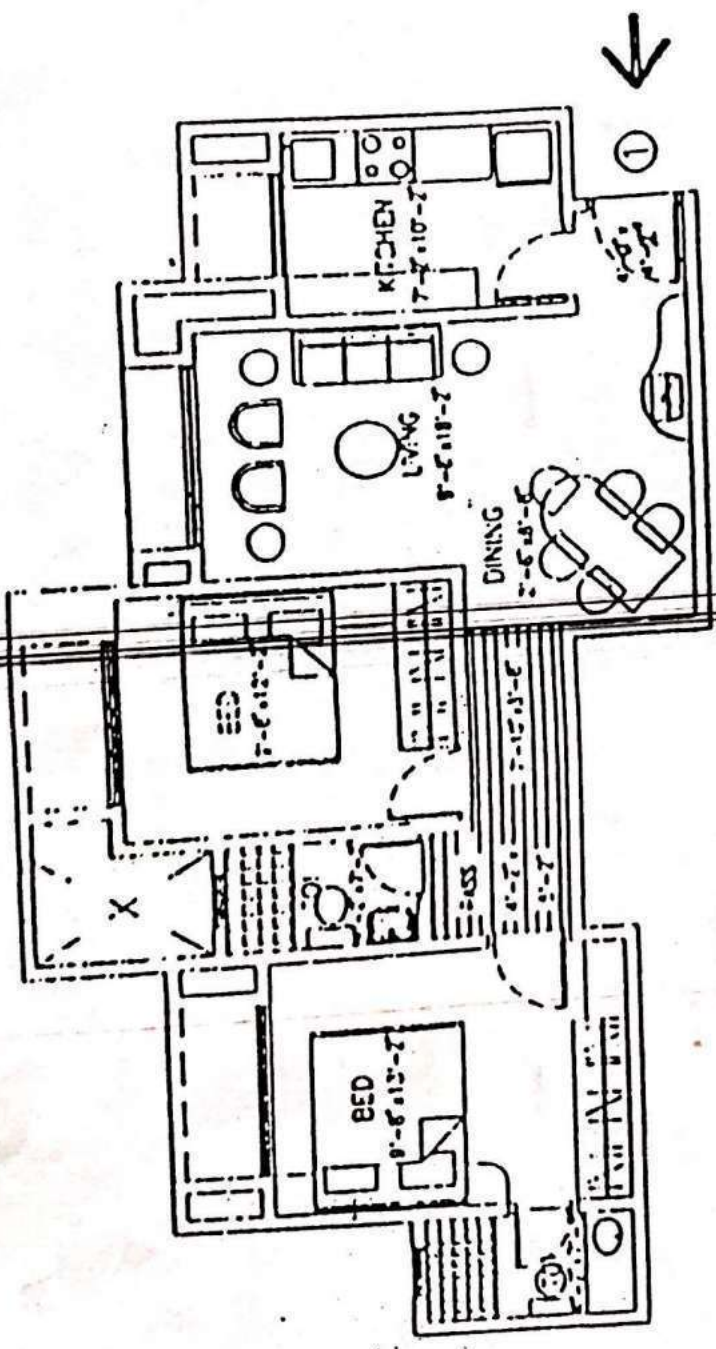
FOR M/S. MAHIMTURA &

SOLICITORS

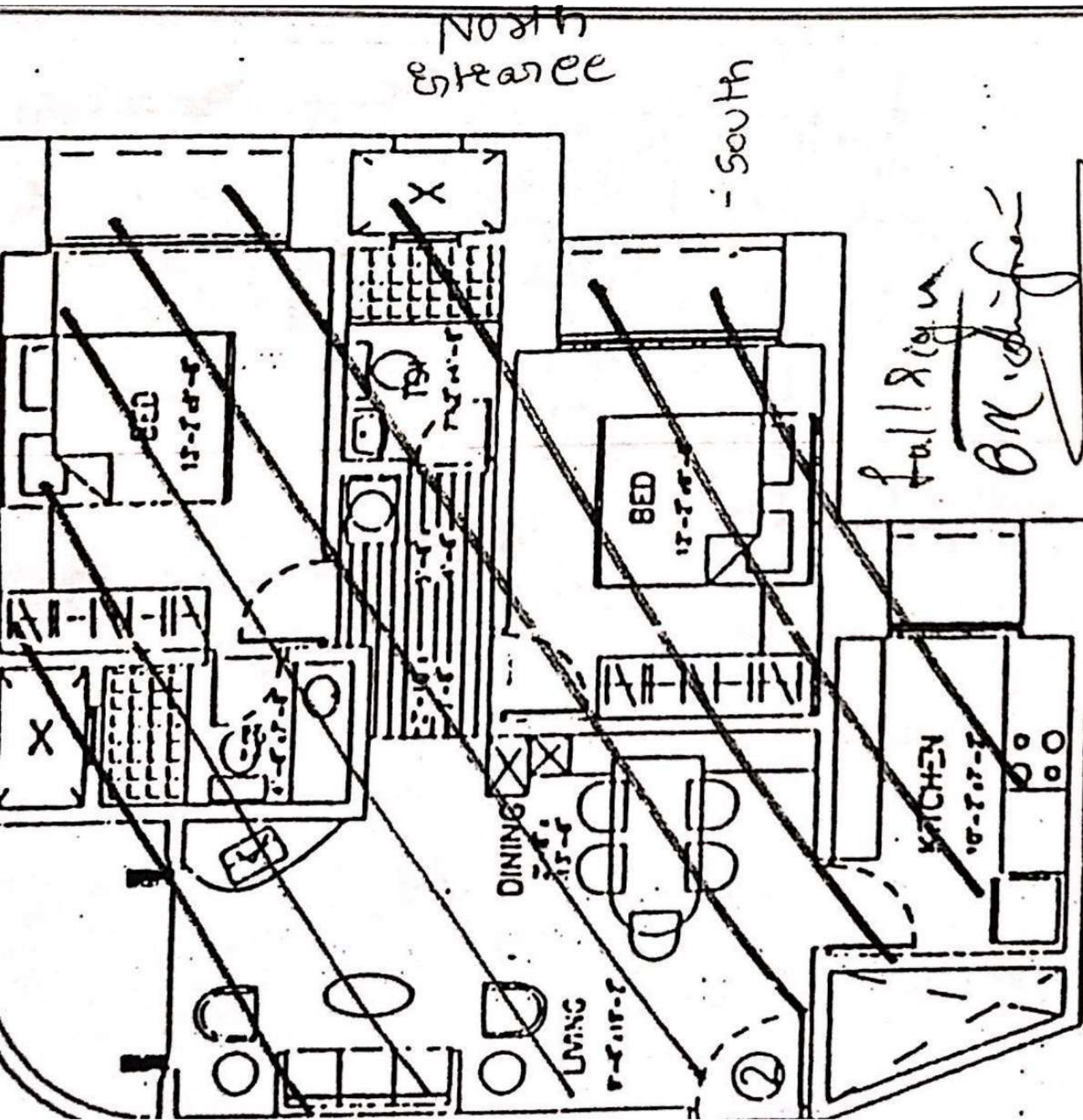
(Parimal K. Shroff)
Partner
ADVOCATES &

FLOOR PLAN

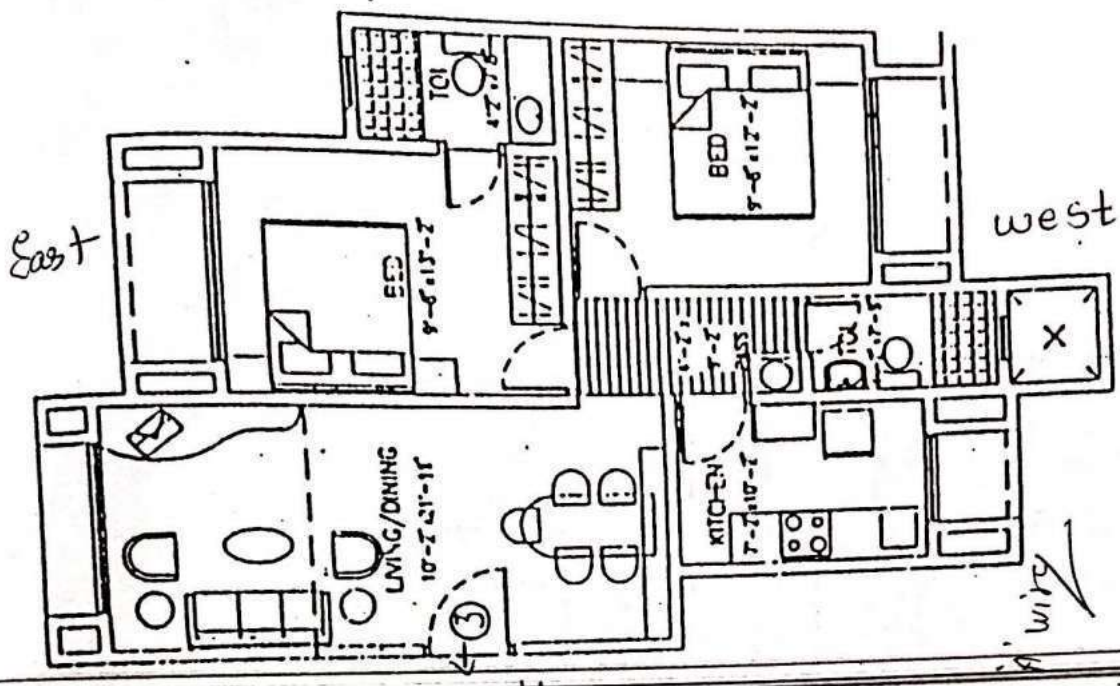
ANNEXURE B



FLAT NO. 1,2,3,4, (WING B)



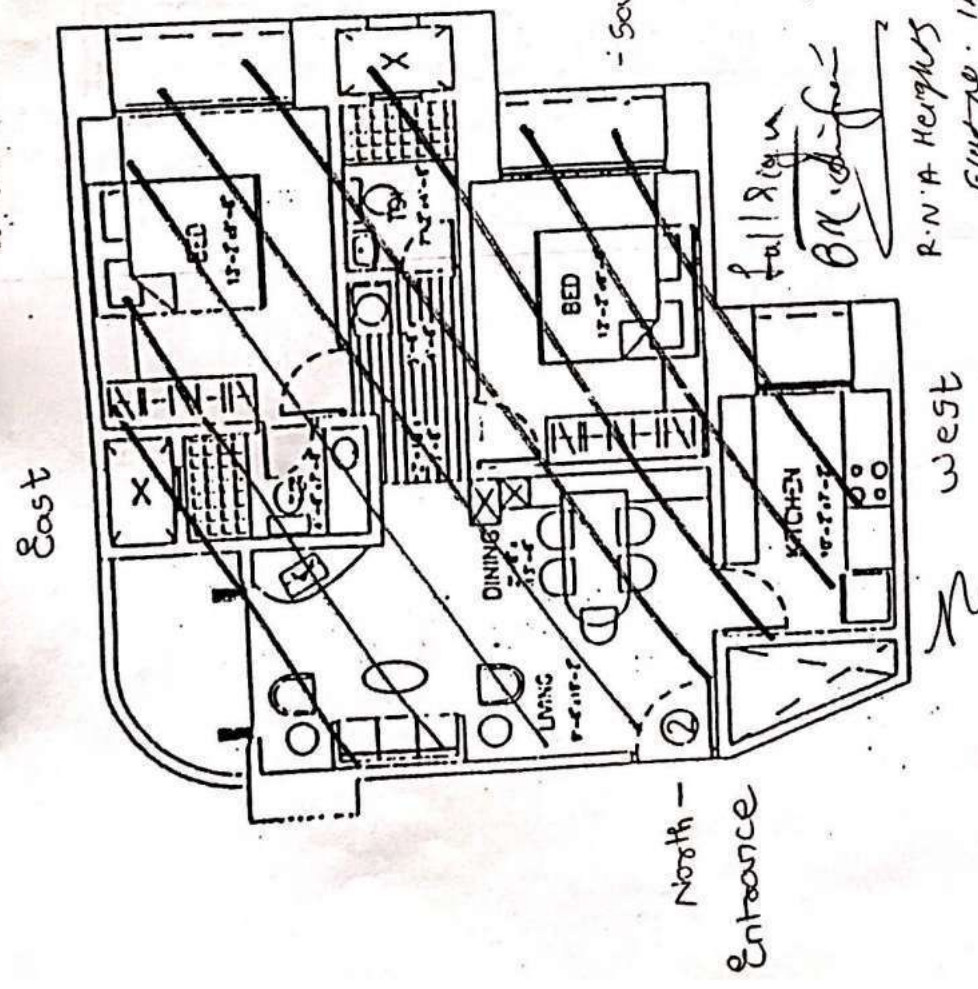
South



FLAT NO. 3 (WING A AND C)

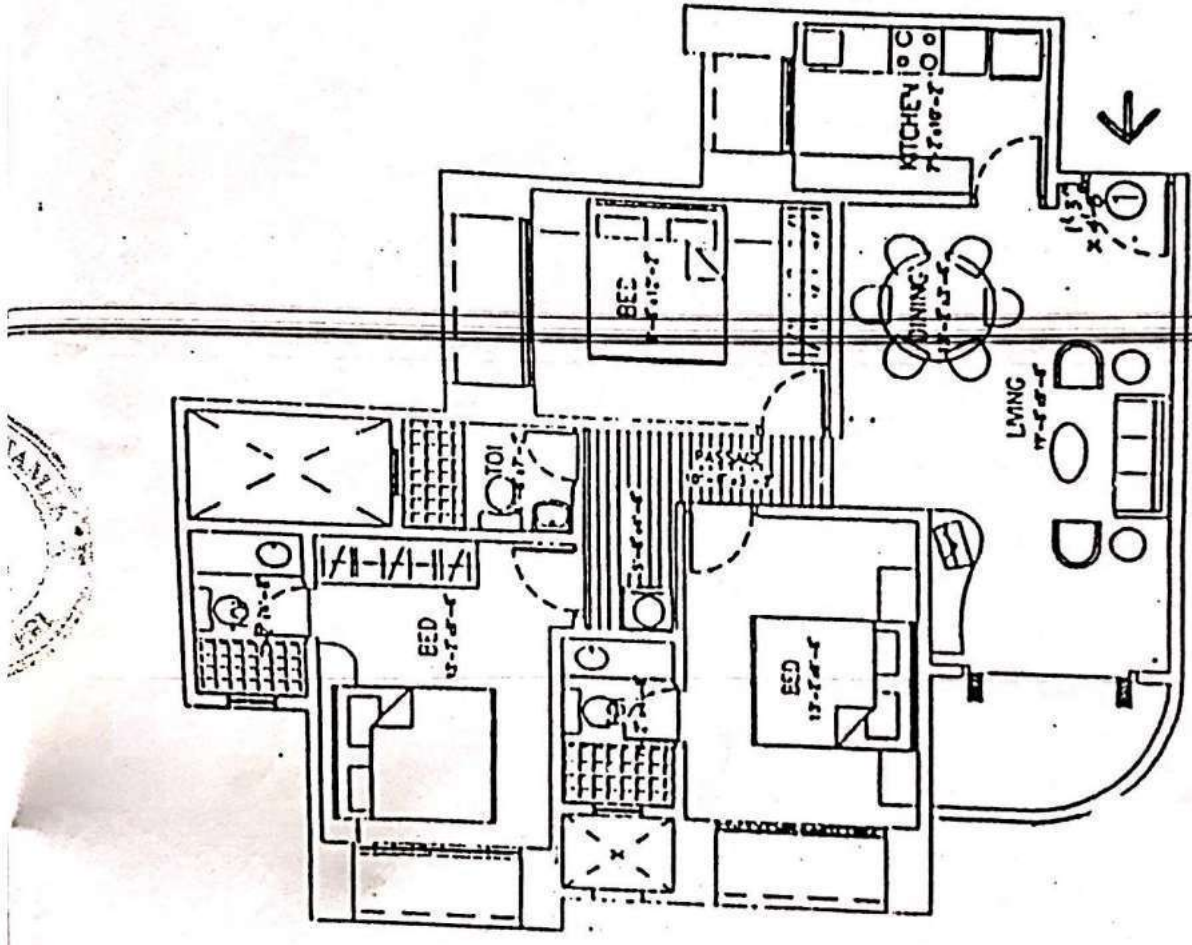
North Entrance

- South



FLAT NO. 2 & 4 (WING A AND C)

85



FLAT NO. 1 & 5 (WING A AND C)

Dated This _____ Day of _____ 199

BETWEEN

MANSAR CONSTRUCTION COMPANY

R.N.A. House, 3rd Floor.
50, Veer Nariman Road,
Fort, Bombay - 400 023
Tel. 2042577, 2042588,

AND

Shri/Smt./Kum./M/s _____

Address _____

Tel. Off _____

AGREEMENT FOR SALE

R.N.A. HEIGHTS.

(Residential Complex)

(Wing A, B, C)

Flat/Premises No. _____

on the _____ floor

Covered Garage/Open Parking Space/

Garage under stilt No. _____ in _____

R.N.A. HEIGHTS

Mahakali Caves Road, Andheri (East), Bombay 400 093

Advocate & Solicitors :

MAHIMTURA AND COMPANY