

318/6644

पावती

Original/Duplicate

Wednesday, October 23, 2019

नोंदणी क्र.: 39M

3:51 PM

Regn.: 39M

पावती क्र.: 8689 दिनांक: 23/10/2019

गावाचे नाव: गिरगाव

दस्तऐवजाचा अनुक्रमांक: बबई-6644-2019

दस्तऐवजाचा प्रकार: पर्यायी जागेचा करार

सादर करणाऱ्याचे नाव: हेवनकंवर पहाडसिंह दहिया - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 4200.00

पृष्ठांची संख्या: 210

एकूण:

रु. 34200.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

4:03 PM ह्या वेळेस मिळेल.

बाजार मूल्य: रु. 16771000/-

मोबदला रु. 2400000/-

भरलेले मुद्रांक शुल्क: रु. 1008000/-

दुय्यम निबंधक, मुंबई-1

सह दुय्यम निबंधक  
मुंबई शहर क्र. 8

1) देयकाचा प्रकार: DHC रक्कम: रु. 200/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2310201906199 दिनांक: 23/10/2019

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु. 2000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2310201906135 दिनांक: 23/10/2019

बँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: DHC रक्कम: रु. 2000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2310201906081 दिनांक: 23/10/2019

बँकेचे नाव व पत्ता:

4) देयकाचा प्रकार: eChallan रक्कम: रु. 30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH007508853201920M दिनांक: 23/10/2019

बँकेचे नाव व पत्ता:

**DELIVERED**  
24/10/19

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**STAMP DUTY VALUATION REPORTY**

**ALTERNATE ACCOMODATION AGREEMENT**

C.T.S. NO.:- 370371372, 251

DIVISION :- Girgaon

ZONE :- 6156

RESIDENTIAL RATE :- 1,96,800/-

SHOP / COMMERCIAL RATE :- \_\_\_\_\_

OFFICE RATE :- \_\_\_\_\_

TENANT NAME :- Hevankarwar P. Dahiya

OLD ROOM NO. :- 3, Emerald Floor, Khattaral Lane, C. P. Tent

Girgaon, Mumbai - 04.

OLD AREA :- 7.61 sq. <sup>mts</sup> Carpet

NEW AREA :- 73.87 sq. <sup>mts</sup> Carpet

MONTHLY RENT :- Rs. 220/-

DIFFERENCE AREA :- \_\_\_\_\_ sq. ft. Carpet

NEW ALLOTMENT FLAT NO. :- 1002, 10<sup>th</sup> floor, "E" wing, Shreepati Sewak

Talga Chirpuse Marg, Girgaon, Mumbai 04

COMPENSATION AMOUNT :- Rs. \_\_\_\_\_

CONSIDERATION AMOUNT :- Rs. 24,00,000/-

$$= 73.87 \times 1.1 = 81.25$$

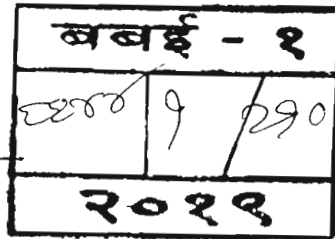
$$= 81.25 \times 1,96,800 \times 5\% = 1,67,71,000/-$$

i.e. MARKET VALUE = 1,67,71,000/-

MARKET VALUE = Rs. 1,67,71,000/-

STAMP DUTY = Rs. 10,07,500/-

REGISTRATION FEES = Rs. 30,000/-



D.

बळई - १
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CHALLAN  
MTR Form Number-6



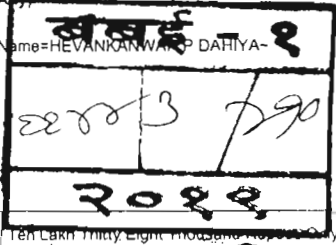
GRN	MH007508853201920M	BARCODE	18/10/2019-12:28:34	Date	18/10/2019-12:28:34	Form ID	25 2
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Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID (If Any)	
		PAN No.(If Applicable)	
Office Name	BBE3_JT SUB REGISTRA MUMBAI CITY 3	Full Name	SHREEPATI JEWELS
Location	MUMBAI	Flat/Block No.	FLAT NO 1002 E WING 10 TH FLOOR
Year	2019-2020 One Time	Promises/Building	SHREEPATI JEWELS

Account Head Details	Amount in Rs.	Road/Street	Area/Locality	Town/City/District	PIN
0030045501 Stamp Duty	1008000.00	TATYA GHARPURE MARG	GIRGOAN MUMBAI		4 0 0 0 0 4
0030063301 Registration Fee	30000.00				



Remarks (If Any)	SecondPartyName=HEVANKANWAR DARIYA-२
Amount in Words	TEN Lakh Thirty Eight Thousand Only



Payment Details	BANK OF MAHARASHTRA	FOR USE IN RECEIVING BANK			
Cheque-DD Details	Bank CIN	Ref. No.	02300042019101826828	192910759770	
Cheque/DD No.	Bank Date	RBI Date	18/10/2019-17:53:42	19/10/2019	
Name of Bank	Bank-Branch	BANK OF MAHARASHTRA			
Name of Branch	Scroll No. . Date	91019 , 19/10/2019			

Department ID: 9833390595  
 NOTE:- This challan validity unknown be registered in Sub Registrar office only. Not valid for unregistered document.  
 सदर चलन केवल दूर नोंदणी कार्यालयीन दस्तऐवजी लागू आहे. नोंदणी न करतावयाच्या दस्तऐवजी सदर चलन लागू नाही.

Digitally signed by D.S. VIRTUAL TREASURER MUMBAI 02 Date: 2019.10.23 16:09:11 +05'30' Reason: Signed Document Location: India

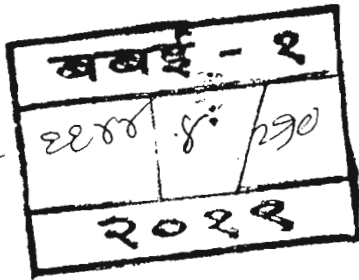


Sr. No.	Remarks	Defacement Date	UserId	Defacement Amount
1	(IS)-318-6644	23/10/2019 15:50:55	IGR182	1038000.00

GRN : MH007508853201920M Amount : 10,38,000.00

Bank : BANK OF MAHARASHTRA Date : 18/10/2019-12:28:34

2	(IS)-318-6644	0003942065201920	23/10/2019-15:50:55	IGR182	1008000.00
Total Defacement Amount					10,38,000.00



Validity unknown

Digitally signed by OS  
VIRTUAL TREASURER  
MUMBAI 02  
Date: 2019.10.23  
16:09:17 +05'30'  
Reason: Security  
Document  
Location: India





**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN 2310201906081

Receipt Date 23/10/2019

Received from HEVANKANWAR P DAHIYA, Mobile number 8291072547, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 6644 dated 23/10/2019 at the Sub Registrar office S.R. Mumbai City 1 of the District Mumbai District.

DEFACED

₹ 2000

DEFACED

**Payment Details**

Bank Name sbiepay

Payment Date 23/10/2019

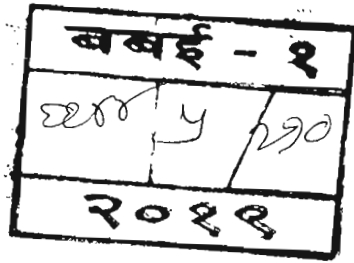
Bank CIN 10004152019102305017

REF No. 201929689514490

Deface No 2310201906081D

Deface Date 23/10/2019

This is computer generated receipt, hence no signature is required.



बबई - १  
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**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN 2310201906135

Receipt Date 23/10/2019

Received from HEVANKANWAR P DAHIYA, Mobile number 8291072547, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 6644 dated 23/10/2019 at the Sub Registrar office S.R. Mumbai City 1 of the District Mumbai District.

DEFACED

₹ 2000

DEFACED

**Payment Details**

Bank Name sbiepay

Payment Date 23/10/2019

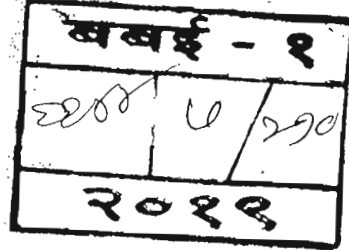
Bank CIN 10004152019102305060

REF No. 201929610551120

Deface No 2310201906135D

Deface Date 23/10/2019

This is computer generated receipt, hence no signature is required.





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**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN 2310201906199

Receipt Date 23/10/2019

Received from HEVANKANWAR P DAHIYA, Mobile number 8291072547, an amount of Rs.200/-, towards Document Handling Charges for the Document to be registered on Document No. 6644 dated 23/10/2019 at the Sub Registrar office S.R. Mumbai City 1 of the District Mumbai District.

DEFACED

₹ 200

DEFACED

**Payment Details**

Bank Name sbiepay

Payment Date 23/10/2019

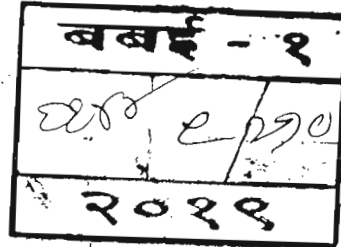
Bank CIN 10004152019102305109

REF No. 201929689366250

Deface No 2310201906199D

Deface Date 23/10/2019

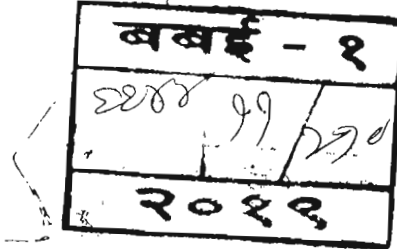
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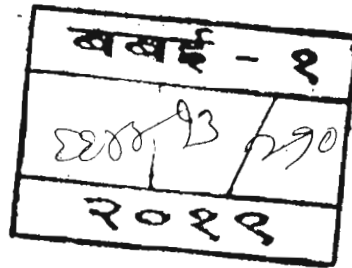
Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2310201906081	Date 23/10/2019
Received from HEVANKANWAR P DAHIYA, Mobile number 8291072547, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office S.R. Mumbai City 1 of the District Mumbai District.	
Payment Details	
Bank Name sbiepay	Date 23/10/2019
Bank CIN 10004152019102305017	REF No. 201929689514490
This is computer generated receipt, hence no signature is required.	





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Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2310201906135	Date 23/10/2019
Received from HEVANKANWAR P DAHIYA, Mobile number 8291072547, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office S.R. Mumbai City 1 of the District Mumbai District.	
Payment Details	
Bank Name sbiepay	Date 23/10/2019
Bank CIN 10004152019102305060	REF No. 201929610551120
This is computer generated receipt, hence no signature is required.	

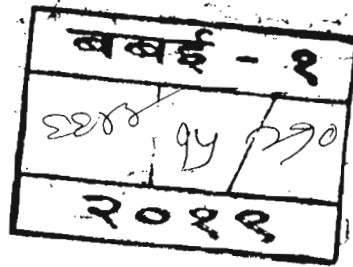


खण्ड - १
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Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2310201906199	Date 23/10/2019
Received from HEVANKANWAR P DAHIYA, Mobile number 8291072547, an amount of Rs.200/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office S.R. Mumbai City 1 of the District Mumbai District.	
Payment Details	
Bank Name sbiepay	Date 23/10/2019
Bank CIN 10004152019102305109	REF No. 201929689366250
This is computer generated receipt, hence no signature is required.	



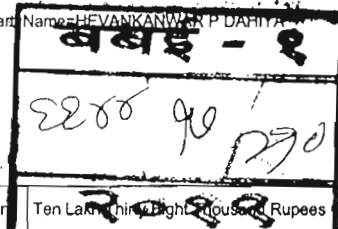


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CHALLAN  
MTR Form Number-6



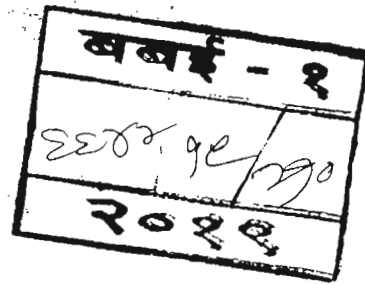
GRN	MH007508853201920M	BARCODE			Date	18/10/2019-12:28:34	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID (If Any)				
				PAN No.(If Applicable)				
Office Name	BBE3_JT SUB REGISTRA MUMBAI CITY 3			Full Name	SHREEPATI JEWELS			
Location	MUMBAI			Flat/Block No.	FLAT NO 1002 E WING 10 TH FLOOR			
Year	2019-2020 One Time			Premises/Building	SHREEPATI JEWELS			
Account Head Details		Amount In Rs.						
0030045501	Stamp Duty	1008000.00		Road/Street	TATYA GHARPURE MARG			
0030063301	Registration Fee	30000.00		Area/Locality	GIRGOAN MUMBAI			
				Town/City/District				
				PIN	4	0	0	0
				Remarks (If Any)				
				Second Party Name: HEVANKANWAR P DAHITA				
								
				Amount In Words	Ten Lakh Thirty Eight Thousand Rupees Only			
Total			10,38,000.00					
Payment Details			BANK OF MAHARASHTRA			FOR USE IN RECEIVING BANK		
Cheque-DD Details			Bank CIN	Ref. No.	02300042019101826828		006724531	
Cheque/DD No.			Bank Date	RBI Date	18/10/2019-17:53:42		Not Verified with RBI	
Name of Bank			Bank-Branch			BANK OF MAHARASHTRA		
Name of Branch			Scroll No.	Date	Not Verified with Scroll			

Department ID : \_\_\_\_\_ Mobile No. : 9833390595  
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
 सदर चलन केवल दुय्यम निबंधक कार्यालयान्वयेन केवळयाच्या दस्ताखती लागू आहे. नोंदणी न करतावयाच्या दस्ताखती सदर चलन लागू नाही.





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06/11/23	12/20
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**AGREEMENT FOR PERMANENT ALTERNANTE ACCOMODATION**

THESE ARTICLES OF AGREEMENT made and entered into at Mumbai  
this 23<sup>rd</sup> day of October, 2019,

BETWEEN

M/S. SHREEPATI JEWELS (previously known as SHREEPATI TOWERS) an association of persons consisting of (1) SHRI RAJENDRA RAMESHCHANDRA CHATURVEDI (2) SHRI TAPAS RAJENDRA CHATURVEDI having their office at Premises No. 401, 4<sup>th</sup> floor, Building No. 1, Shreepati Arcade, Nana Chowk, A. K. Marg, Mumbai - 400 036 hereinafter referred to as "THE PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof be mean and include their respective heirs, executors and administrators and assigns)  
OF THE ONE PART:

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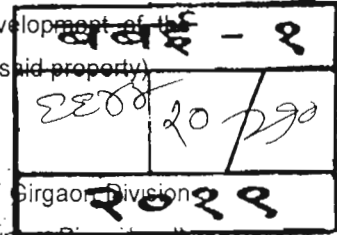


AND

**SHRI HEVANKANWAR PAHADSINGH DAHIYA**, adult, Indian Inhabitant and residing at Room No. 29, 1<sup>st</sup> Floor, 22/24 Ratanji Jivraj Building, Dr. A. M. Road, Bhuleshwar, Mumbai – 400 002 hereinafter referred to as **"THE TENANT/OCCUPANT"** (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to include his/her/their respective heirs, executors and administrators) of the **OTHER PART**.

**WHEREAS:**

A. As per one Indenture executed on 18.07.2005 (hereinafter referred to as **"THE SAID INDENTURE"**) duly registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BBE-1/07442/05 was entered into between one Shashichand Shriyanprasad Jain and 4 others therein referred to as the Vendor and Shreepati Jewels (AOP) (R. R. Chaturvedi) earlier known as Shreepati Tower R. R. Chaturvedi) (herein after referred to as the "said AOP") therein referred to as the Purchasers, purchased the property lying being and situated on the land bearing no. 371 and 391, along with existing buildings for the redevelopment of the aforesaid property. (herein after referred to as the said property)



**B. HISTORY**

- I. The property bearing Cadastral Survey No.370 of Girgaon Division situated at Taty Gharpure Marg, "D" Ward, Known as Pimpalwadi, situated at Girgaon, Mumbai – 400 004, consisting of 11 chawls, godowns and two iron sheet sheds and more particularly described in the FIRST SCHEDULE hereto and shown by red color boundary line (hereinafter referred to as **"THE SAID FIRST PROPERTY"**) was a cessed property.
- II. In the year 1988, the Govt. of Maharashtra through MHADA had taken up a scheme known as Urban Renewal Scheme under its Prime Minister's Grant Project for the purpose of redevelopment of pockets of the cessed/dilapidated properties in the island city of Mumbai.
- III. The said First Property was thereafter acquired by the State of Maharashtra under the provisions of Section 41 of the MHAD Act, 1976 on 29<sup>th</sup> February, 1988 vide final notification No.11488/CR/1853/D II. The possession of the said First property was handed over to MHADA by Collector on 31<sup>st</sup> January, 1989 for



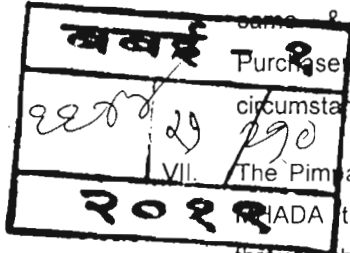
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the purpose of redevelopment under Urban Renewal Scheme. Thus the said First property vests with the Govt. free from encumbrances.

- IV. Though MHADA had taken up a reconstruction scheme, the same could not be proceeded due to protracted litigation initiated by the owners of the property M/s. Vinit Builders and the Pimpalwadi Bhadekaru Sangh formed by tenants of the said First property;
- V. With a view to avoid any claim by a Deed of Conveyance dated 8/1/2000 and registered with the Sub-Registrar of Assurances at Bombay under Serial No.BBE/1817/2001 executed between the Vinit Builders Pvt. Ltd. (therein referred to as "the Vendor") of the one part and 1) SHRI RAJENDRA RAMESHCHANDRA CHATURVEDI, 15% (2) SMT. VEENA RAJENDRA CHATURVEDI 15% (3) SHRI. TAPAS RAJENDRA CHATURVEDI, 10%, (4) KUM. PALLAVI RAJENDRA CHATURVEDI , 10% the last two then being minors through their father and natural guardian SHRI RAJENDRA CHATURVEDI, (5) SHRI MAHENDRAKUMAR NATHALAL PUROHIT, 12 ½% (6) SHRI KAUSHAL MAHENDRAKUMAR PUROHIT, 12 ½% (7) SMT. TEJAL KAUSHAL PUROHIT, 12 ½% and (8) SHRI KUNAL MAHENDRAKUMAR PUROHIT, 12 ½% an association of persons (hereinafter referred to as the "said AOP") (therein referred to as "the Purchasers") known as Shreepati Jewels (now known as Shreepati Jewels (R. R. Chaturvedi) of the other part, the said AOP purchased the said First property from Vinit Builders.



The compensation to be received on acquisition of the said First property by the MHADA is recoverable by the said AOP alone in view of the above referred conveyance and as and when the same is received from MHADA the said AOP shall alone be entitled to the



same & shall received the same and the Tenant/Flat Purchase/Ultimate Co-operative Society shall not be in any circumstances entitled to claim the same or any part thereof.

VII. The Pimpalwadi Bhadekaru Rahiwashi Sangh gave a proposal to MHADA thereby allowing themselves to develop the property through the said AOP MHADA deliberated upon the aforesaid proposal and after discussion decided to grant no objection certificate under the provisions of DCR 33(7) of the DC Regulation. Accordingly NOC was issued on 27th February, 2001 for redevelopment of the said First property in favour of the said AOP

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- VIII. The Govt. granted stay on the NOC granted on 27.02.2001 resulting into litigation in the High Court and Hon'ble High Court by its order dated 30th April, 2002 set aside/quashed the NOC granted by the MHADA on 27.02.01 inter alia on various grounds. Being aggrieved by the said decision, MHADA, the said AOP and some of the tenants filed Civil Appeals in the Hon'ble Supreme Court bearing Civil Appeal No.4059-4060 of 2002, 4061-4062 of 2002, 4063-4064 of 2002 and 5053-5054 of 2002 and 2046-2047 of 2003 under its Special Appellate Civil Jurisdiction;
- IX. The State of Maharashtra in pursuance of the direction given by the Supreme Court on 23<sup>rd</sup> September 02, deliberated the matter with MHADA authorities and filed an affidavit dated 15<sup>th</sup> February, 03 in the pending Civil Appeals thereby proposing a scheme for redevelopment with the participation of said AOP on certain terms and conditions.
- X. On 7<sup>th</sup> March, 2003 the Hon. Supreme Court allowed the Appeals and set aside the order of the Bombay High Court dated 30<sup>th</sup> April, 2002.
- XI. The Govt. of Maharashtra prescribed and issued guidelines vide its letter No. Writ Petition 2002/M.No.402/RAR dated 24.3.2003, in pursuance of the approval of the scheme by the Hon'ble Supreme Court on 7<sup>th</sup> March, 2003.
- XII. In pursuance of the Govt. directions dated 24<sup>th</sup> March 2003 necessary information was furnished to the tenants in series of meetings and the scheme was explained in detail to all the tenants. Thus by following a transparent procedure as envisaged by Hon. Supreme Court the said AOP furnished the consent of 70 percent of the occupants in their support for the purpose of redevelopment. After due verification the MHADA issued a fresh no objection certificate dated 23<sup>rd</sup> May, 2003 to the said AOP with a condition that an agreement between MHADA and developer would be executed.
- XIII. In pursuance thereof on 30<sup>th</sup> June, 2003 an agreement duly registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BBE-1/4612/03 was entered into between the MHADA (therein referred to as "MHADA") of the one part and the said AOP for the redevelopment of the said First property.

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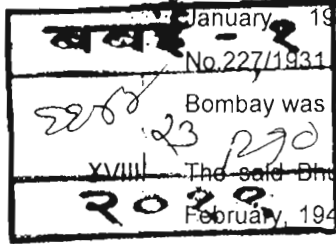
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XIV. In the events that have occurred, the said (1) Shri. Mahendra Nathalal Purohit (2) Shri Kaushal Mahendrakumar Purohit (3) Smt Tejal Kaushal Purohit (4) Shri Kunal Mahendrakumar Purohit and (5) Miss. Pallavi Rajendra Chaturvedi have since retired and gone out of the said AOP and the Promoters herein are the only members of the said AOP which was formerly known as Shreepati Tower (R. R. Chaturvedi).

XV. One Shri Sukhanand Gurumukhrai was during his life time the owner of the property bearing Cadastral Survey No. 371 of Girgaum Division admeasuring about 3292.67 Sq. Mtrs. equivalent to 3938 Sq. yds. or thereabouts and property bearing Cadastral Survey No.391 also of Girgaum Division admeasuring 170.57 Sq. Mtrs. equivalent to 204 Sq. Yds. or thereabouts with buildings standing thereon (hereinafter the abovementioned property bearing C. S. No.371 and C. S. no.391 are jointly referred to as "the said Second property") and aggregating in all to 3463.24 Sq. Mtrs. or thereabouts and more particularly described in the SECOND SCHEDULE hereunder written.

XVI. The said Shri Sukhanand Gurumukhrai expired on 2<sup>nd</sup> February, 1931 leaving a Will dated 30<sup>th</sup> January, 1931 and appointed his wife i.e. Smt. Bhuribai Sukhanand Gurmukhrai as the sole Executrix and Trustee, whereby the said Second property were absolutely bequeathed to his wife Bhuribai Sukhanand Gurmukhrai.

XVII. The said Smt. Bhuribai w/o. Sukhanand Gurmukhrai applied to the High Court, Bombay for grant of Probate of the Will dated 30<sup>th</sup> January, 1931 of Sukhanand Gurmukhrai under Petition No.227/1931 and on 11<sup>th</sup> September, 1931, the Hon'ble High Court Bombay was pleased to grant the Probate of the said Will.



XVIII. The said Bhuribai Sukhanand Gurmukhrai died on or about 13<sup>th</sup> February, 1944 leaving a Will dated 5<sup>th</sup> May, 1937 (Will of Bhuribai Sukhanand Gurmukhrai is hereinafter referred to as "the said Will") appointing one Ladhuram Bidrichand Jain and Hardwarmal Anaiyalal Bhataria as the executors and trustees of her said Will.



XIX. The said executors and trustees of the said Will applied for grant of Probate of the said Will under Petition No.258 of 1944 and on 12<sup>th</sup> October, 1944 the Hon'ble High Court, Bombay was pleased to grant the Probate of the said Will.

XIX. The said Will provided for giving in charity the income in the form of rent or otherwise arising out of the said Second property and other

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income as stated therein provided she does not adopt a child during her life time.

- XX. The said Bhuribai Sukhanand Gurumukhrai did not adopt a child during her life time and thus a Charity Trust stood created.
- XXI. The trust was registered with the Charity Commissioner on or about 29<sup>th</sup> March, 1954 under NO.E-945 (Bom.) in the name of "Sukhanand Trust".
- XXII. The name of the abovementioned trust was changed from "Sukhanand Trust" to "Seth Sukhanand Gurmukhrai Charity Trust" and the same is now known as "Seth Sukhanand Gurmukhrai Charity Trust" (hereinafter referred to as "the said Trust").
- XXIII. A Scheme was framed by the then Ld. Jt. Charity Commissioner vide his Order dated 20.10.70 (28<sup>th</sup> October, 1970) under Section 50 A (1) of the Bombay Public Trust Act, 1950.
- XXIV. It was not possible for the trust to manage the said Second property in view of the fact that there were 187 tenants occupying old buildings and structures which were in dilapidated condition. In spite of having been repaired by MHADA and the trust had no funds to redevelop the said Second property.
- XXV. Since it was not in the interest of the trust to continue to own the said Second property and manage it without any gain and the scheme of the trust permitted the Trustees to sell the immovable properties subject to sanction of the Charity Commissioner, the Trustees passed the resolution on 31<sup>st</sup> March 2004, whereby they decided to sell the said Second property on as is where is basis subject to the existing tenants and occupants and subject to the sanction by the Charity Commissioner under the Bombay Public Trust Act.
- XXVI. In pursuance thereto the trust invited offers from the public wide notices published in newspapers i.e. Indian Express (English) and Navabharat (Hindi) on 7<sup>th</sup> July, 2004.
- XXVII. Pursuant to the said notices the said Trust received offers from various builders and the offer of the said AOP herein was accepted.
- XXVIII. The Joint Charity Commissioner has vide his order dated 4<sup>th</sup> August, 2004 granted his sanction for the development and sale of

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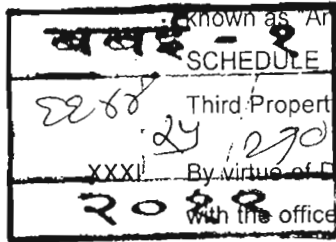
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the said Second property to the said AOP subject to the terms and conditions laid down in the order including the tender terms etc.

XXIX. Pursuant to the sanctioned of the Joint Charity Commissioner a Deed of Conveyance dated 18<sup>th</sup> July, 2005 Registered under Serial No.BBE-1-7442-2005, with the Registrar of Assurance, Mumbai, executed between (1) Shri Shashichand Sriyansprasad Jain (2) Shri Nitish Shashichand Jain, (3) Shri Ashwinkumar Kanhaiyalal Doshi, (4) Shri Vivek Shashichand Jain & (5) Shri Subhash Chandra Jain (therein referred to as "the Vendor") of the One Part and (1) Shri Rajendra Rameshchandra Chaturvedi (2) Smt Veena Rajendra Chaturvedi (3) Shri Tapas Rajendra Chaturvedi (4) Kum Pallavi Rajendra Chaturvedi the last two then being minors through their father and natural guardian Shri Rajendra Chaturvedi (5) Shri Mahendrakumar Nathalal Purohit (6) Shri Kaushal Mahendrakumar Purohit (7) Smt Tejal Kaushal Purohit And (8) Shri Kunal Mahendrakumar Purohit, an association of persons known as Shreepati Tower (R. R. Chaturvedi) now known as Shreepati Jewels (R. R. Chaturvedi) (therein referred to as the Purchasers) of the other part, the Vendors therein died thereby sell, convey and assure unto and to the purchaser, the said Second property for the consideration and on the term and conditions set out therein and subject to the conditions of the said Order of the Joint Charity Commissioner dated 4<sup>th</sup> August, 2004.

XXX. Originally prior to 1937, Amrutlal Amarchand and Ors. were the owners of the property admeasuring 3857 sq. yds. Equivalent to 3224.94 sq. mtrs. bearing C. S. No.372 of Girgaon Division formerly



known as "Anarwadi" and more particularly described in the THIRD SCHEDULE hereunder written (hereinafter referred to as "the said Third Property").

By virtue of Deed of Conveyance dated 4<sup>th</sup> August, 1937 registered with the office of the Sub-Registrar of Assurances at Bombay under

Sr. No.BOM-3794 of 1937 the said Shri Amrutlal Amarchand and



Ors. sold, conveyed and transferred the said Third property to (1) Shri Mithibhai wd/o. Lalji Doongersey and (2) Smt Bai Parvatibai Wd/o. Jadavji Doongersey for the consideration and on the terms and conditions set out therein.

The said Smt Mithibai Wd/o. Lalji Doongersey died intestate at Mumbai on 12<sup>th</sup> January, 1942 (her husband Lalji Doongersey having predeceased her on 25<sup>th</sup> November, 1932). The said Shri

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Lalji Doongersey and Smt Bai Mitibai Lalji Doongersey had no issues during their lifetime. Thus her two Nephews Gordhandas Jadavji Ruparel and Narandas Jadavji Ruparel became her only heirs and legal a representative according to the law by which she was governed at the time of her death.

XXXIII. The said Bai Parvatibai Wd/o Jadavji Doongersey died intestate at Mumbai on 12<sup>th</sup> July, 1969 leaving behind her two sons Gordhandas Jadavji Ruparel and Narandas Jadavji Ruparel as her only heirs and legal representatives according to the law by which she was being governed at the time of her death.

XXXIV. In the circumstances stated hereinabove, the said Shri Gordhandas Jadavji Ruparel and Shri Narandas Jadavji each had one half i.e. to say 50% undivided share, right, title and interest in the said Third property more particularly described in the Third Schedule hereunder written.

XXXV. Gordhandas Jadavji Ruparel died intestate at Mumbai on 30<sup>th</sup> May, 1973 leaving behind Smt Laxmibai Gordhandas Ruparel (wife) and Shri Shrikant Gordhandas Ruparel (son) as his only heirs and legal representatives according to the law by which he was being governed at the time of his death.

XXXVI. The said Shri Narandas Jadavji Ruparel died intestate at Mumbai on 25<sup>th</sup> November, 1986 leaving behind Smt Srideviben Narandas Ruparel (wife) as his only heir and legal representative according to the law by which he was being governed at the time of his death.

XXXVII. In the circumstances stated hereinabove, Smt. Laxmibai Wd/o Gordhandas Jadavji Ruparel and Shri Shrikant S/o Gordhandas Jadavji Ruparel, jointly have one half i.e. 50% (i.e. 25% each) undivided share, right, title and interest and the said Shri Srideviben Wd/o Narandas Jadavji Ruparel become entitled to 50% undivided share, right, title and interest in the said Third property.

XXXVIII. By Deed of Conveyance dated 31<sup>st</sup> May, 2006 duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No. BBE-1 5465/1 of 2006 executed by and between the Smt. Laxmibai Wd/o. Gordhandas Jadavji Ruparel and Shrikant S/o Gordhandas Jadavji Ruparel (therein referred to as "The First Vendors") of the First part and Smt Srideviben wd/o. Narandas Jadavji (therein referred to as "The Second Vendor") of the Second Part and M/s. Rohan Developers Pvt. Ltd. (therein referred to as "the purchasers") of the

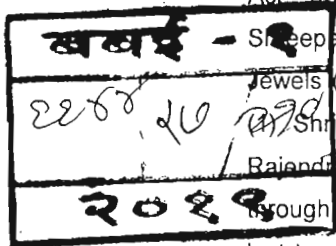
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Third Part, the Vendors (the First Vendors and the Second Vendor therein for the sake of convenience are referred to as "the Vendors") therein did thereby grant, sell, convey transferred, assign and assured unto and in favour of Purchasers therein their respective undivided share, right, title and interest in the said Third property along with structures standing thereon for the consideration and on the terms and conditions mentioned therein.

XXXIX. By virtue of Deed of Conveyance dated 19<sup>th</sup> December, 2006 duly registered with the Sub-registrar of Assurances at Mumbai under Sr. No.BBE-1-00471-2007 dated 12<sup>th</sup> January, 2007 executed by and between M/s. Rohan Developers Pvt. Ltd. (therein referred to as "the Vendors") of the one part and Shreepati Towers (R. R. Chaturvedi) now known as Shreepati Jewels (R. R. Chaturvedi) an association of Persons as consisting of (1) Shri Rajendra Chaturvedi, (2) Smt Veena R. Chaturvedi and (3) Master Tapas R Chaturvedi through his father and natural guardian Shri Rajendra R. Chaturvedi (the last two being sleeping and/or inactive members, the Promoters herein (therein referred to as "the Purchasers) of the other part, the Vendor therein did thereby sells, transfer, grants, assures and conveys unto the Purchasers therein the said Third Property.

XL. By Deed of Conveyance dated 15<sup>th</sup> December, 2006 duly registered with the Sub-registrar of Assurances at Mumbai under No.BBE-2-12231-2006 on 21<sup>st</sup> August, 2007 executed between Mr Jayantilal Karsandas Sheth, (2) Mr Surendra Maneklal Mehta and (3) Mr. Jasyantraai Kanji Dholakia being the Trustees and authorized signatories of Shri. Dasha Sorathia Vanik Welfare Society a Charitable Trust duly registered under the Bombay Public Trust Act (therein referred to as "the Vendors") of the One Part and



to as "the Purchasers") of the other part, the Vendors therein granted, sold, assigned, released, conveyed and assured unto the Purchasers thereby grant and confirm unto the Purchasers therein the property being all that piece or parcel of land or ground of Pension and Tax Tenure with messuage tenements dwellers

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standing thereon situated at Kandewadi outside the Fort of Bombay wherein Cadastral Survey No.430 of Girgaum Division at the Registration District and Sub-District of the Island City of Bombay and more particularly described in the Fourth Schedule hereunder written (hereinafter referred to as "the said Fourth property") for the consideration and on the terms and conditions set out therein.

XLI. By another Deed of Conveyance dated 19<sup>th</sup> December, 2006 duly registered with the Sub-registrar of Assurances at Mumbai under No.BBE-1-00472-2007 on 12<sup>th</sup> January 2007 executed between Rohan Developers Pvt. Ltd. (therein referred to as "the Vendors") of the One Part and Shreepati Towers (R. R. Chaturvedi) now known as Shreepati Jewels (R. R. Chaturvedi) an association of persons consisting of (1) Shri Rajendra Rameshchandra Chaturvedi, (2) Smt Veena Rajendra Chaturvedi and (3) Master Tapas Rajendra Chaturvedi, through his father and natural Guardian Shri R. R. Chaturvedi (the last two being sleeping and/or inactive members) (therein referred to as "the Purchasers") of the other part, the Vendors therein granted, sold, assigned, released, conveyed and assured unto the Purchasers thereby grant and confirm unto the Purchasers therein the property being all that piece or parcel of land or ground of Pension and Tax Tenure with messuage tenements dwellers standing thereon situated at Kandewadi outside the Fort of Bombay wherein Cadastral Survey No.378 of Girgaum Division at the Registration District and Sub-District of the Island City of Bombay and more particularly described in the Fifth Schedule hereunder written (hereinafter referred to as "the said Fifth property") for the consideration and on the terms and conditions set out therein.



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XLII. By another Deed of Conveyance dated 19<sup>th</sup> December, 2006 duly registered with the Sub-registrar of Assurances at Mumbai under No.BBE-2-00018-2007 on 2<sup>nd</sup> January 2007 executed between Sukhidevi Bhanwarlal Jain through her Constituted Attorney Shri Bhanwarlal Jain (therein referred to as "the Vendor") of the One Part and Shreepati Towers (R. R. Chaturvedi) now known as Shreepati Jewels (R. R. Chaturvedi) an association of persons consisting of (1) Shri Rajendra Rameshchandra Chaturvedi, (2) Smt Veena Rajendra Chaturvedi and (3) Master Tapas Rajendra Chaturvedi, through his father and natural Guardian Shri R. R. Chaturvedi (the last two being sleeping and/or inactive members) (therein referred to as "the Purchasers") of the other part, the

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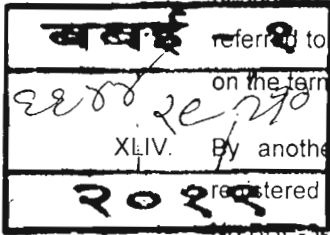
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Vendors therein granted, sold, assigned, released, conveyed and assured unto the Purchasers thereby grant and confirm unto the Purchasers therein the property being all that piece or parcel of land or ground of Pension and Tax Tenure with messuage tenements dwellers standing thereon situated at Kandewadi outside the Fort of Bombay wherein Cadastral Survey No.377 and 378 (part) of Girgaum Division at the Registration District and Sub-District of the Island City of Bombay and more particularly described in the Sixth Schedule hereunder written (hereinafter referred to as "the said Sixth property") for the consideration and on the terms and conditions set out therein.

XLIII. By another Deed of Conveyance dated 16<sup>th</sup> February 2007 duly registered with the Sub-registrar of Assurances at Mumbai under No.BBE-1-01489-2007 on 17<sup>th</sup> February 2007 executed between (1) Smt. Sarla Joshi and (2) Smt. Vijay Laxmi, through their Constituted Attorney Shri Sandeep V. Joshi (therein referred to as "the Vendors") of the One Part and Shreepati Towers (R. R. Chaturvedi) now known as Shreepati Jewels (R. R. Chaturvedi) an association of persons consisting of (1) Shri Rajendra Rameshchandra Chaturvedi, (2) Smt Veena Rajendra Chaturvedi and (3) Master Tapas Rajendra Chaturvedi, through his father and natural Guardian Shri R. R. Chaturvedi (the last two being sleeping and/or inactive members) (therein referred to as "the Purchasers")



of the other part, the Vendors therein granted, sold, assigned, released, conveyed and assured unto the Purchasers thereby grant and confirm unto the Purchasers therein the property being all that piece or parcel of land or ground of Pension and Tax Tenure with messuage tenements dwellers standing thereon situated at Kandewadi outside the Fort of Bombay wherein Cadastral Survey No.380 of Girgaum Division at the Registration District and Sub-District of the Island City of Bombay and more particularly described in the Seventh Schedule hereunder written (hereinafter referred to as "the said Seventh property") for the consideration and on the terms and conditions set out therein.



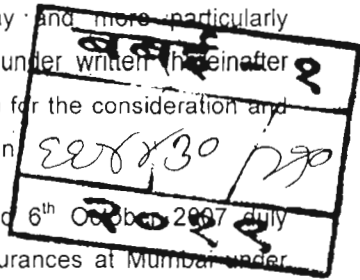
XLIV. By another Deed of Conveyance dated 12<sup>th</sup> July 2007 duly registered with the Sub-registrar of Assurances at Mumbai under No.BBE-3-313-2007 on 13<sup>th</sup> July 2007 executed between Smt. Shardaben Chandrakant Bundela (therein referred to as "the Vendor") of the One Part and Shreepati Towers (R. R. Chaturvedi) now known as Shreepati Jewels (R. R. Chaturvedi) an association

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of persons consisting of (1) Shri Rajendra Rameshchandra Chaturvedi, (2) Smt Veena Rajendra Chatruvedi and (3) Master Tapas Rajendra Chaturvedi, through his father and natural Guardian Shri R. R. Chaturvedi (the last two being sleeping and/or inactive members) (therein referred to as "the Purchasers") of the other part, the Vendors therein granted, sold, assigned, released, conveyed and assured unto the Purchasers thereby grant and confirm unto the Purchasers therein the property being all that piece or parcel of land or ground of Pension and Tax Tenure with messuage tenements dwellers standing thereon situated at Kandewadi outside the Fort of Bombay wherein Cadastral Survey No.376 of Girgaum Division at the Registration District and Sub-District of the Island City of Bombay and more particularly described in the Eighth Schedule hereunder written (hereinafter referred to as "the said Eighth property") for the consideration and on the terms and conditions set out therein.



XLV. By another Deed of Conveyance dated 6<sup>th</sup> October 2007 duly registered with the Sub-registrar of Assurances at Mumbai under No.BBE-3-2277-2007 on 6<sup>th</sup> October 2007 executed between Bhupeshkumar Mohanlal Rathod (therein referred to as "the Vendor") of the One Part and Shreepati Towers (R. R. Chaturvedi) now known as Shreepati Jewels (R. R. Chaturvedi) an association of persons consisting of (1) Shri Rajendra Rameshchandra Chaturvedi, (2) Smt Veena Rajendra Chatruvedi and (3) Master Tapas Rajendra Chaturvedi, through his father and natural Guardian Shri R. R. Chaturvedi (the last two being sleeping and/or inactive members) (therein referred to as "the Purchasers") of the other part, the Vendors therein granted, sold, assigned, released, conveyed and assured unto the Purchasers thereby grant and confirm unto the Purchasers therein the property being all that piece or parcel of land or ground of Pension and Tax Tenure with messuage tenements dwellers standing thereon situated at Kandewadi outside the Fort of Bombay wherein Cadastral Survey No.390 of Girgaum Division at the Registration District and Sub-District of the Island City of Bombay and more particularly described in the Ninth Schedule hereunder written (hereinafter referred to as "the said Ninth property") for the consideration and on the terms and conditions set out therein.

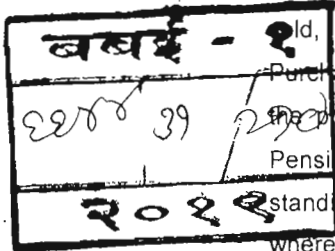


XLVI. By another Deed of Conveyance dated 9<sup>th</sup> December 2009 duly registered with the Sub-registrar of Assurances at Mumbai under

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No.BBE-3-10895-2009 on 10<sup>th</sup> December 2009 executed between (1) Shrikant Gordhandas Ruparel and (2) Srideviben Narandas Ruparel (therein referred to as "the Vendor") of the One Part and Shreepati Jewels (R. R. Chaturvedi) an association of persons (formerly known as Shreepati Towers) consisting of (1) Shri Rajendra Rameshchandra Chaturvedi, (2) Smt Veena Rajendra Chaturvedi and (3) Tapas Rajendra Chaturvedi, (therein referred to as "the Purchasers") of the other part, the Vendors therein granted, sold, assigned, released, conveyed and assured unto the Purchasers thereby grant and confirm unto the Purchasers therein the property being all that piece or parcel of land or ground of Pension and Tax Tenure with messuage tenements dwellers standing thereon situated at Kandewadi outside the Fort of Bombay wherein Cadastral Survey No.381 of Girgaum Division at the Registration District and Sub-District of the Island City of Bombay and more particularly described in the Tenth Schedule hereunder written (hereinafter referred to as "the said Tenth property") for the consideration and on the terms and conditions set out therein.

XLVII. By another Deed of Conveyance dated 6<sup>th</sup> May 2010 duly registered with the Sub-registrar of Assurances at Mumbai under No.BBE-3-4444-2010 on 6<sup>th</sup> May 2010 executed between (1) Pratap Gordhandas (2) Hansraj Damodar (3) Sudhir Hansraj (4) Hemant Vijaysingh and (5) Vijaysingh Gordhandas being the Trustees of The Mehsana Trust (Satya Narayan Mandir Trust) (herein referred to as "the Vendors") of the One Part and now known as Shreepati Jewels (R. R. Chaturvedi) an association of persons (formerly known as Shreepati Towers) consisting of (1) Shri Rajendra Rameshchandra Chaturvedi, (2) Smt Veena Rajendra Chaturvedi and (3) Tapas Rajendra Chaturvedi, (the last two being sleeping and/or inactive members) (therein referred to as "the Purchasers") of the other part, the Vendors therein granted,



ld, assigned, released, conveyed and assured unto the Purchasers thereby grant and confirm unto the Purchasers therein the property being all that piece or parcel of land or ground of Pension and Tax Tenure with messuage tenements dwellers standing thereon situated at Kandewadi outside the Fort of Bombay wherein Cadastral Survey No.388 of Girgaum Division at the Registration District and Sub-District of the Island City of Bombay and more particularly described in the Eleventh Schedule hereunder written (hereinafter referred to as "the said Eleventh

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property") for the consideration and on the terms and conditions set out therein.

XLVIII. By another Deed of Conveyance dated 31<sup>st</sup> July 2010 duly registered with the Sub-registrar of Assurances at Mumbai under No.BBE-3-8018-2010 on 31<sup>st</sup> July 2010 executed between Mrs. Sharda Himatlal Mehta (therein referred to as "the Vendor") of the One Part and Shreepati Jewels (R. R. Chaturvedi) an association of persons (formerly known as Shreepati Towers) consisting of (1) Shri Rajendra Rameshchandra Chaturvedi, (2) Smt Veena Rajendra Chaturvedi and (3) Tapas Rajendra Chaturvedi, (therein referred to as "the Purchasers") of the other part, the Vendors therein granted, sold, assigned, released, conveyed and assured unto the Purchasers thereby grant and confirm unto the Purchasers therein the property being all that piece or parcel of land or ground of Pension and Tax Tenure with messuage tenements dwellers standing thereon situated at Kandewadi outside the Fort of Bombay wherein Cadastral Survey No.385 of Girgaum Division at the Registration District and Sub-District of the Island City of Bombay and more particularly described in the Twelfth Schedule hereunder written (hereinafter referred to as "the said Twelfth property") for the consideration and on the terms and conditions set out therein.

XLIX. By another Deed of Conveyance dated 2<sup>nd</sup> December 2010/duly registered with the Sub-registrar of Assurances at Mumbai under No.BBE-3-9553-2010 on 24<sup>th</sup> September 2010, executed between (1) Ashok Rasika alias Rasikkumar Kale, (2) Vilas Rasik alias Rasikkumar Kale, (3) Smt. Rekha Kishor Kale nee Rekha Rasik alias Rasikkumar Kale, (4) Sureshkurma Upendranath Kale alias Bal Sharad alias Sharadkumar Kale, (6) Harish Sharad alias Sharadkumar Kale, (7) Rajnath Surendranath Kale, (8) Smt. Sarojini Kishor Kale (9) Hemant Kishor Kale and (10) Smt. Sarojini Bal Vasaikar nee Sarojini Surendranath Kale (therein referred to as "the Vendors") of the One Part and Shreepati Jewels (R. R. Chaturvedi) an association of persons (formerly known as Shreepati Towers) consisting of (1) Shri Rajendra Rameshchandra Chaturvedi, (2) Smt Veena Rajendra Chaturvedi and (3) Tapas Rajendra Chaturvedi, (therein referred to as "the Purchasers") of the other part, the Vendors therein granted, sold, assigned, released, conveyed and assured unto the Purchasers thereby grant and confirm unto the Purchasers therein the property being all that piece or parcel of land or ground of Pension and Tax Tenure with

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messuage tenements dwellers standing thereon situated at Kandewadi outside the Fort of Bombay wherein Cadastral Survey No.356 of Girgaum Division at the Registration District and Sub-District of the Island City of Bombay and more particularly described in the Thirteenth Schedule hereunder written (hereinafter referred to as "the said Thirteenth property") for the consideration and on the terms and conditions set out therein.

L. By another Deed of Conveyance dated 5<sup>th</sup> August 2011 duly registered with the Sub-registrar of Assurances at Mumbai under No.BBE-2-6813-2011 on 17<sup>th</sup> September 2011 executed between Shri Kalian Vanmamalai Ramanuja Jeer Swamiji, the Trustee of Shree Vanmamalai Mutt (Shree Vaishnav Mutt) (therein referred to as "the Vendors") of the One Part and Shreepati Jewels (R. R. Chaturvedi) an association of persons (formerly known as Shreepati Towers) consisting of (1) Shri Rajendra Rameshchandra Chaturvedi, (2) Smt Veena Rajendra Chaturvedi and (3) Tapas Rajendra Chaturvedi, (therein referred to as "the Purchasers") of the other part, the Vendors therein granted, sold, assigned, released, conveyed and assured unto the Purchasers thereby grant and confirm unto the Purchasers therein the property being all that piece or parcel of land or ground of Pension and Tax Tenure with messuage tenements dwellers standing thereon situated at Kandewadi outside the Fort of Bombay wherein Cadastral Survey No.387 of Girgaum Division at the Registration District and Sub-District of the Island City of Bombay and more particularly described in the Fourteenth Schedule hereunder written (hereinafter referred to as "the said Fourteenth property") for the consideration and on the terms and conditions set out therein.



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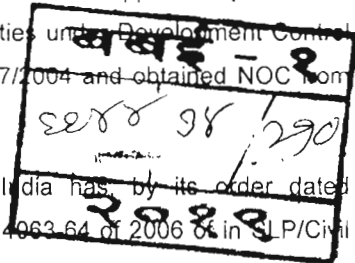
By another Deed of Conveyance dated 31<sup>st</sup> December 2012 duly registered with the Sub-registrar of Assurances at Mumbai under No.BBE-5-722-2013 on 13<sup>th</sup> February 2013 executed between (1) Shri Janardan Shripad Satghar, (2) Shri Shrihari Shripad Satghar, (3) Shri Shrikrishna Shripad Satghar (4) Shri Narayan Shripad Satghar and (5) Mrs. Neelam Pradip Mastkar nee Ms. Neelmani Shripad Satghar (therein referred to as "the Vendors") of the One Part and Shreepati Jewels (R. R. Chaturvedi) an association of persons (formerly known as Shreepati Towers) consisting of (1) Shri Rajendra Rameshchandra Chaturvedi, (2) Smt Veena Rajendra Chaturvedi and (3) Tapas Rajendra Chaturvedi, (therein referred to as "the Purchasers") of the other part, the Vendors

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therein granted, sold, assigned, released, conveyed and assured unto the Purchasers thereby grant and confirm unto the Purchasers therein the property being all that piece or parcel of land or ground of Pension and Tax Tenure with messuage tenements dwellers standing thereon situated at Kandewadi outside the Fort of Bombay wherein Cadastral Survey No. 379 of Girgaum Division at the Registration District and Sub-District of the Island City of Bombay and more particularly described in the Fifteenth Schedule hereunder written (hereinafter referred to as "the said Fifteenth property") for the consideration and on the terms and conditions set out therein.

- LII. Under these circumstances, the said M/s. Shreepati Jewels (R. R. Chaturvedi) (previously known as Shreepati Towers (R. R. Chaturvedi) an association of persons consisting of (1) Shri Rajendra Chaturvedi, (2) Smt. Veena R. Chaturvedi and (3) Shri Tapas R. Chaturvedi Association of Persons (being the Owners/Developers herein) became the absolute owners of the aforesaid Fifteen properties.
- LIII. All The aforesaid 17 properties together hereinafter for convenience referred to as "the said entire property".
- LIV. The Promoters obtained necessary consents of the required number of tenants on the said properties and applied for permission for development of the said properties under Development Control Regulation i.e. DCR 33(7) on 23/07/2004 and obtained NOC from MHADA on 23/08/2004.
- LV. The Hon'ble Supreme Court of India has, by its order dated 18/08/2006 in Civil application No. 4963-64 of 2006 & in SLP/Civil Appeal No. 1/2006 of 2006, allowed the Promoters to develop the said Second property properties by amalgamating the same with the First property under the provisions of the Development Control Regulation 33(7) r/w 33(9).
- LVI. Thereafter the Promoters applied for the development of the said properties in accordance with the provisions of DCR 33(9) read with 33(7) and which permission has been granted by MHADA by its Order dated 14/11/2006.
- LVII. The Promoters herein had applied for the redevelopment of the said entire property in accordance with the provisions of DCR section 33(9) read with section 33(7) and which permission has



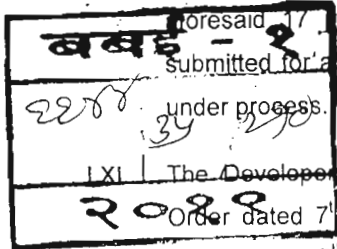
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been granted by M.B.R&R Board vide No. R/NOC/F-430/6482/MBRRB – 06 dated 2<sup>nd</sup> December, 2006 giving no objection for amalgamation and redevelopment of the said First property, Second property, Third property and Fourth property.

LVIII. The plans for redevelopment of the said First, Second and Third property have been earlier sanctioned for Shreepati Jewels - D wing upto 36 floors having respective area of the each flat including fungible area. However, I.O.D. is issued for construction only upto 21 floors by the MCGM under No. EB/8190/D/A dated 28<sup>th</sup> August, 2007 as then the approval of the High Rise Committee was awaited. However the new plan has been submitted before necessary authority for constructing ground plus 56 floors or as may be approved by the aforesaid necessary authority.

LIX. Pursuant to the Government Resolution dated 2<sup>nd</sup> March, 2009, the Promoters had applied for issue of L.O.I. under D.C.R. 33(9) for redevelopment of the said entire property under Cluster Development Scheme to the to the High Power Committee.

LX. A presentation was made to High Power Committee for the cluster redevelopment on plot bearing C. S. Nos. 427, 428 to 437, 439, 374, 374/2, 375, 376, 377, 1/378, 378, 379 and 373 by amalgamating the aforesaid plots with plots bearing C. S. Nos. 370, 371, 372 and 391 under Phase – I to IV of Girgaon Division aggregating 34019.96 sq. mtrs. under D.C.R. 33(9). The aforesaid proposal for Cluster Redevelopment was in principle approved and the same was recommended to U.D. Department for their concurrence and clarification on 25<sup>th</sup> August, 2009. The plan of aforesaid 17 properties under cluster development are already submitted for approval with necessary authorities and the same is under process.



LXI. The Developers has complied with the Hon'ble Supreme Court Order dated 7<sup>th</sup> March, 2003 by handing over 134 tenements to MHADA on 5<sup>th</sup> July, 2010. The MHADA has taken over the possession of the said 134 Tenements. The MHADA has also issued NOC and further permitted the Promoters vide its letter dated 20<sup>th</sup> January, 2012 for composite redevelopment by amalgamating adjacent plots to the plot bearing C. S. No. 370 under D. C. Regulations 33(7)/33(9).

LXII. The Promoters therefore further applied for the amalgamation of 10 plots i.e. the said entire property alongwith five other Plots bearing

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Nos. 380, 381, 387, 388 and 390 admeasuring 14458.70 sq. mtrs. in aggregate having 1209 Residential premises and 126 Non Residential premises in accordance with the provisions of DCR section 33(9)/33(7) and the permission has been granted by MCGM vide its letter bearing No. EB/6460/D/AL dated 9th April 2012 giving no objection for amalgamation and redevelopment of the aforesaid 10 Plots.

LXIII. The Promoters further applied vide letter dated 28<sup>th</sup> May 2012 for the amalgamation of aforesaid 17 plots admeasuring 15840.11 sq. mtrs. in aggregate having 1344 Residential premises and 124 Non Residential premises in accordance with the provisions of DCR section 33(9) read with section 33(9)/33(7).

LXIV. The MCGM vide its letter dated 18-6-2013 bearing No. EEBP/6460/D/AL approved the amalgamation of seventeen properties.

LXV. The Promoters are constructing a Building consisting of 7 Wings out of which Wings "A, D & E" are for free sale premises etc. exclusively by Promoters and Wings B, C, are for accommodating tenants of the said First property, Wing F is for accommodating tenants/occupants of the said Second property and Wing G is for accommodating all tenants/occupants on the said Third property and Wing J is for accommodating all tenants/occupants of said Fourth property.

LXVI. The Promoters are now phase wise developing balance portion of the said entire property by constructing various buildings including 2 further Wings consisting of ground part Stilt + 2 podium, one double height on 3<sup>rd</sup> floor, 4<sup>th</sup> floor service floor, and 54 upper floors to be known as Diamond & Pearls, "D" Wing & "E" Wing respectively.

LXVII. The Promoters had applied for approval of proposal under D.C.R. 33(9) for 17 properties on 24.01.2017 and the same has been approved by Hon'ble Municipal Commissioner in principle to be placed in High Power Committee.



The Nodal Officer has processed the proposal to be placed in front of High Power Committee for approval of 17 properties.

The Tenant/Occupant has become the Tenant/Occupant vide Transfer of Tenancy Agreement dated 6<sup>th</sup> August 2019 bearing Registration No. BBE3/6701/2019 dated 6<sup>th</sup> August 2019 registered

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with Sub-Registrar of Assurance, in respect of residential premises being Room No. 3 area admeasuring 7.61 Sq. Mtrs. Carpet area in Building No. 54, Thanvi Building, Ground Floor, Khattarali Lane (Nath Madhav Path), C. P Tank, Girgaon, Mumbai - 400 004, on the land bearing C.S. No. 380, Girgaon Division, (hereinafter referred to as "the said Tenanted premises") at the Monthly rent of **Rs.220/- per month** for residential premises.

LXX. The Tenant/Occupant being the Tenant/Occupant of the original premises states, declares and records that he/she/they/ has/have signed and executed the Irrevocable consent as required by MHADA states and declares that the said consent is valid and subsisting and binding on him/her/them and has been given out of his/her/their own free will and without any pressure.

LXXI. Being the Tenant in respect of the said 17 Properties, The Tenant/Occupant herein is eligible to receive from the Promoters free of costs and on ownership premises and in lieu of the said tenanted premises, a Permanent Alternative Accommodation as per the provisions of the MHADA Act., 1976 in the new building that the Promoters will be constructing on the said Second Property.

LXXII. The Developer has agreed to allot to the Tenants/Occupants an area admeasuring **73.87 Sq. Mtrs.** Carpet area in lieu of their old tenanted premises with an additional cost of **Rs.24,00,000/- (Rupees Twenty Four Lakhs Only)** including GST/Vat/Service Tax/Stamp Duty and registration Charges and all other applicable taxes.



LXXIII. The Tenant/Occupant agree to pay an additional cost of **Rs.24,00,000/- (Rupees Twenty Four Lakhs Only)** as a full and final consideration to the Owner/Developer on or execution of this agreement (The payment and receipt whereof the Promoter do hereby admit and acknowledge).

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LXXIV. In the/circumstances the Promoters have agreed to allot to the Tenant/Occupant having residential premises No. **1002** on 10<sup>th</sup> Floor admeasuring **73.87 Sq. Mtrs.** Carpet area of the building to be known as "**Shreepati Jewels - Pearls**" Wing - E to be constructed on the said Second Property as and by way of Permanent Alternate Accommodation in lieu of the original residential tenanted premises (hereinafter referred to as the "**said residential Premises**").

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LXXV. The Tenant/Occupant demanded from the Owners/ Developers and the Promoters have given inspection to the Tenant/Occupant of all the documents of title relating to the said Property, the said new premises, the agreements between the Promoters of the said entire property and the plans, designs and specifications prepared by the Architect and of such other documents as per specified under Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management & Transfer) Act. 1963 (hereinafter referred to as "the said Act") and the rules made there under.

LXXVI. Under the said RERA Act, the Promoters are required to execute a written Permanent Alternate Accommodation of the said residential premises to the Tenant/Occupant being in fact, these presents and it is also required that the said agreement be registered under the Registration Act and which the said Tenant/Occupant have agreed to lodge for registration with the relevant registering authority and inform the Promoters to enable them to admit the execution within the statutory period.

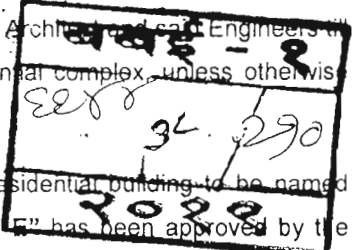
C. The Promoter has proposed to construct a residential building on the Said Property. The Promoter have through their licensed Architect, M/s. L. D. Shah & Associates prepared the building plans for the residential buildings on the Said Property and submitted the same for approval. The Promoter have also appointed Mr M. R. Patil of M/s. M. R. Patil & Associates, as Structural Engineers for preparing structural designs; drawings and specifications of the said Residential buildings and the Tenant/occupant accept the professional supervision of the said Architect and said Engineers in the construction of the said residential complex, unless otherwise changed.

D. The Building plans for proposed residential building to be named Shreepati Jewels - Pearls Wing "A" has been approved by the Municipal Corporation of Greater Mumbai (M.C.G.M.) and the Executive Engineer, Building Proposal (Western Suburbs), "D" Ward, under Intimation of Disapproval (I.O.D.) bearing No. EEBP/8190/D/A dated 24.01.2017, and Commencement Certificate bearing No. EEBPC/8190/D/A dated 05.05.2010 for construction of amongst others the sale building on the said property and the same are subsisting.

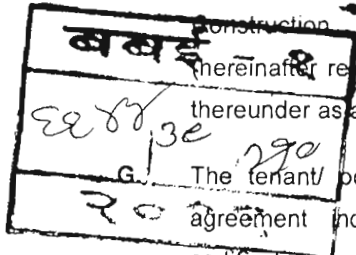
E. Copies of the following documents are annexed hereto as Annexure I to XII.

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- I. Copies of the Property Card.
- II. A copy of NOC dated 23.08.2004
- III. Copy of order dated 18/08/2006 in Civil application No. 4063-64 of 2006 of in SLP/Civil Appeal No. 1/2006 of 2006.
- IV. Copy of order dated 2nd December, 2006
- V. Copy of Intimations of Disapproval bearing No. EEBP/8190/D/A dated 25.06.2003.
- VI. U.D. Department clarification dated 25th August, 2009
- VII. Copy of Commencement Certificate bearing No. EEBPC/8190/D/A dated 05.05.2010.
- VIII. Letter bearing No. EB/6460/D/AL dated 9th April 2012
- IX. The title certificate in respect of the said "SHREEPATI JEWELS - PEARLS WING - E" has been issued by Advocate Ms. Annie Fernandes.
- X. Copy of typical Floor Plan.
- XI. No Objection Certificate bearing No. R/NOC/F 430/6482/MBRRB-06 dated 2.12.2006.
- XII. copy of the layout plan for entire property along with FSI and Built up area.



The tenant/ occupant has/have demanded from the Promoter and Promoter have given to the tenant/ occupant inspection of all documents of Title in respect of the said Property and the Plans, Designs, Specifications prepared by the Promoter Architects and approved/sanctioned by Municipal Corporation of Greater Mumbai, and all such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the Said MOFA Act") and Rules made thereunder as amended from time to time.

G. The tenant/ occupant has/have prior to the execution of this agreement independently have seen and perused the title certificate annexed to this agreement and also otherwise satisfied himself/herself/themselves/itself about the title of the Promoter to the said property and have accepted the same as it stands and

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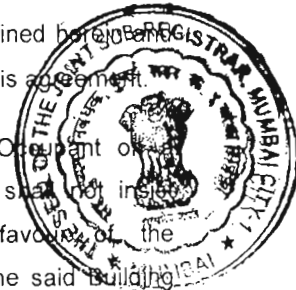
he/she/they/it shall not hereafter be entitled, to further investigate the title of the Promoter and no requisitions or objection shall be raised on any matter relating to the title by the Flat Tenant/occupant after execution of this agreement.

H. It is clarified by the Promoter that the aforesaid sanctioned building plans, although approved by M.C.G.M. are liable to be amended or revised and/or changed by M.C.G.M. and other concerned public bodies and authorities as also by Promoter/s. The Promoter reserve the right to do so and this right of the Promoter as also the right of the Promoter to amend the plans is hereby acknowledged and accepted by the tenant/occupant.

I. The Tenant/Occupant has/have agreed to acquire from the Promoters and the Promoters hereby agree to provide to the residential premises No.1002 on 10<sup>th</sup> Floor admeasuring 73.87 Sq. Mtrs. Carpet area of the building to be known as **Shreepati Jewels – Pearl Wing “E”** constructed on the said Property as and by way of Permanent Alternate Accommodation in lieu of the original tenanted premises situated at Girgaon, with full notice of and on the basis of the terms, conditions and provisions contained hereon and in the various documents, writings etc. referred to in this agreement.

J. This agreement is entered into by the Tenant/Occupant with a specific understanding that the Tenant/occupant shall not insist upon the Conveyance being executed in favour of the proposed/said Society until the Development of the said Building known as **Shreepati Jewels – Pearl Wing “E”** is still under construction. It is agreed between the parties that if possession of the said residential premises is given to the Tenant/Occupant he/she/they would accept the same if the basic ammines such as lift, elevator, electricity/power, drainage, water, fire-fighting facilities are made available to the tenant/occupant by the Promoter after obtaining part Occupation Certificate from necessary authorities.

K. Relying upon the application, declarations and agreement herein, contained the Promoter have agreed to hand over to the Tenant/Occupant the said residential premises at free of cost along with the additional area as agreed to acquire by the Tenant/Occupant and on ownership basis and on terms and conditions hereinafter appearing.



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- L. The Tenant/Occupants are aware that the Promoters have registered the Project under the Real Estate (Regulations & Development) Act 2016 ("RERA Act") bearing registration no.P51900001201.

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

1. The recitals hereinabove shall form and forms an integral and operative part of this Agreement as if the same were incorporated herein verbatim and shall be interpreted and construed and read accordingly.
2. The Promoter are constructing a Building to be known as "Shreepati Jewels – Pearl Wing "E" consisting of Residential as well as non – residential Building as per plans sanctioned by M.C.G.M. under Intimation of Disapproval (I.O.D.) bearing No. EEBP/8190/D/A dated 28.08.2007, and Commencement Certificate bearing No. EEBPC/8190/D/A dated 26.06.2003 issued by Executive Engineer, Building Proposals, D ward. The Tenant/occupant hereby confirmed that he/she/they has/have inspected the Original of the said Sanctioned Plans, Intimations of Disapproval (IOD) and Commencement Certificate.
3. In the circumstances the Promoter have agreed to allot to the Tenant/Occupant premises having residential premises No. 1002 on 10<sup>th</sup> Floor admeasuring 73.87 Sq. Mtrs. Carpet area of the building known as **Shreepati Jewels – Pearl, Wing - E** constructed on the said property as and by way of Permanent Alternate accommodation in lieu of the original tenanted premises (hereinafter referred to as the "said Flat/Shop/Unit") with an additional cost of Rs.24,00,000/- (Rupees Twenty Four Lakhs Only) including GST/Vat/Service Tax/Stamp Duty and registration Charges and all other applicable taxes.



4. As per RERA, "carpet area" means the net usable floor area of an apartment/flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

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5. As per DCR 33 (7) Carpet area means that Self-contained Residential of minimum 400 sq. ft. and maximum 753 sq. ft. carpet area are given to the old residential tenants/occupants and

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residential are given an area equivalent to their old area including fungible area as applicable.

6. It is expressly agreed that the said residential premises shall contain specifications, fixtures, fittings and amenities and the tenant/occupant confirm/s that the PROMOTER shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said premises.
7. The Tenant/Occupants already paid to the Promoter said additional cost of **Rs.24,00,000/- (Rupees Twenty Four Lakhs Only)** as a full and final consideration (the payment and receipt whereof the Promoter do hereby admit and acknowledge).
8. Pending execution of Lease Deed in favour of any Co-operative Housing Society or Limited company or condominium of Apartments, as the case may be. The Purchaser/s shall without fail and without any delay or default or demur pay the aforesaid installments on its respective due dates, as time in respect of each of the said payments is OF THE ESSENCE OF THE CONTRACT. The Promoters will forward by courier/email/post to the Purchaser/s, intimation of the Promoters having carried out/commenced the aforesaid work, at the address given by the Purchaser/s under this Agreement and the Purchaser/s will be bound to pay the amount of installments within eight days of the Promoters dispatching such intimation. The Promoters shall keep the certificate of their Architect/s certifying that the Promoters have carried out/commenced the aforesaid work and such certificate shall be open for inspection to the Purchaser/s at the office of the Promoters. The Said certificate shall be valid and binding upon the Purchaser/s and the Purchaser/s agree not to dispute the same.



9. The tenant/occupant agree/s to pay to the Promoter the taxes in the following manner:-

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- (i) Rs.3,000/- (Rupees Three Thousand only) for meeting all legal cost, charges and expenses including professional cost of attorney at law, advocates and solicitors of the Promoter in connection with the cost of preparing and engrossing this agreement.
- (ii) Rs.561/- (Rupees Three Hundred Sixty One only) for share money of 5 (Five) shares of Rs.50/- (Rupees Fifty only) each and Rs.111/- (Rupees One Hundred Eleven only) towards

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entrance fee of the proposed Co-operative housing society or limited company

(iii) The Promoter shall utilize the amounts as mentioned in Clause 8(l) paid by Tenant/Occupant/s for meeting all legal costs, charges and expenses including professional costs of the attorneys at law/advocates of the Promoter and the cost of preparing and engrossing this agreement, and the conveyance deed. However the Tenant/Occupant shall not be entitled to any account in this regards from the Promoter

(iv) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Tenant/Occupant/s as deposit, sums received on account of the share capital, for the formation of the Co-operative society or a limited company or towards the outgoings, legal charges and shall utilize the amounts only for the purpose for which they have been received.

(v) The Tenant/Occupant/s agree/s and undertake/s to pay all the amounts payable under this agreement as and when called upon by the Promoter and the Promoter are not bound to give any notice and the absence thereof shall not be admitted as an excuse for non-payments of any amount/s on the due dates. The Tenant/Occupant/s further agree/s and undertake/s to observe and perform the terms, conditions and covenants contained in this agreement and to keep the Promoter indemnified against the said payments and observance and performance of the said terms, conditions and covenants to be observed and performed by the Tenant/Occupant/s under this agreement.



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(vi) The Tenant/Occupant shall pay stamp duty and registration charges payable, if any, by the said society or limited company, on the conveyance or any document or instrument of transfer in respect of the said Property and/or any part thereof and the said building to be executed in favor of the society or limited company. The Promoter will not be bound and liable to pay any stamp duty or registration charges on and/or under this agreement or otherwise.

(vii) The Promoter shall not be liable to share the maintenance charges, electricity charges and water charges in respect of

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the unsold flats/shop/office/garages. The Promoter will bear the local body assessment, if any payable and nothing else till all such unsold flats etc. are sold.

(viii) The Tenant/Occupant is informed that the cost of proportionate common areas has been charged to the Tenant/Occupant. The Tenant/Occupant has prior to the execution of this Agreement, satisfied himself as to the measurements of the Carpet Area, the Usable Carpet Area and the Proportionate area of Common Areas.

(ix) further minimum sum of Rs. 20/- per sq. ft built-up area as monthly contribution to cover the municipal taxes, water charges and his contribution towards the maintenance charges of the said property for a period of six months, if Corpus is not deposited.

(x) Rs.10,00,000/- charges towards facilities of swimming pool, club house, filtration plant, changing rooms shall be utilized by the Owners / Promoters for providing infrastructure.

(xi) 1% cess on the Agreement value which will be deposited by the Promoters with the necessary authorities after receiving the aforesaid payment from the Tenants/occupant at the time of possession of the said residential premises to him/her/they.

(xii) 12% GST or as applicable on the Agreement value which will be deposited by the purchaser with the Promoters along with the every payment made by the Tenant/Occupant to the promoter in respect of the acquired extra area and in turn the promoter will file returns of GST or as applicable to the authorities concerned as per the provisions of the

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10. The Tenant/occupant hereby agrees that in the event any amount by way of premium or Security Deposit or betterment charges or development charges or tax for the purpose of giving water connection, and electricity connection or any other tax or payment of a similar nature is payable to the Municipal Corporation of Greater Mumbai or to the State Government and/or Central Government, the same shall be paid by the Tenant/occupant to the Promoter in proportion to the area of the Said residential premises and in determining such amount the discretion of the Promoter shall be conclusive and binding upon the Tenant/occupant. Such

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payment will be over and above the other payment referred to in this agreement.

11. The Tenant/occupant hereby agree/s that in the event if any amount by way of premium or security deposit as fire cess is paid to the MHADA/MMRDA/MCGM or to the State Government or any other tax or repayment of a similar nature becoming payable by the Promoter / the same shall be reimbursed by the Tenant/occupant to the Promoter in proportion of the said residential premises agreed to be acquired by the Tenant/occupant and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Tenant/occupant.

12. The Promoter shall inform the ultimate organization on incorporation the particulars of all car parking allotted to various Tenant/occupant of Premises for the record of the Society when incorporated. The Tenant/occupant is/are aware that the said basement and stilt floors constructed for mechanized parking and in which the parking is allotted to the Tenant/occupant has/have been specifically constructed as sanctioned by the Municipal Corporation of Greater Mumbai for car parking and the Tenant/occupant agree/s and undertake to use the said area only for parking and for no other purpose. The Tenant/occupant is/are also aware that the Promoter/s have allotted to some other Tenant/occupant the



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exclusive right to park cars as attendant to/appurtenant to the said residential premises sold to them in the space passed for parking vehicles, i.e. mechanized parking in basement floor and stilt areas which basement and stilt and the Tenant/occupant herein hereby unconditionally accept/s and confirm/s the same and agree/s not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agree/s to vote in favour of creation of such exclusive rights if at any stage any voting takes place on a resolution passed in this regard at any meeting at the time or after the formation of the society in the meeting of the society, whether General Body Meeting or of any Managing Committee in respect thereof or otherwise in any manner whatsoever including by circular resolution. These exclusive rights to park car as afforested are both inheritable and transferable and will stand attached to the said residential premises and the same shall not be transferred by the Tenant/occupant otherwise than with the transfer of the said Premises. The Tenant/occupant agree/s and undertake/s to support any further exclusive rights to park that may be created by the

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Promoter/s herein in favour of the Tenant/occupant which may be hereinafter made without any objection whatsoever and also agree/s and undertake/s not to object to and to specifically vote in favour of such exclusive rights in any resolution that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the Society or otherwise in any other meeting, including by circular resolution. The Tenant/occupant is/are aware that specifically relying on the aforesaid assurances and undertakings, the Tenant/occupant is/are sold the said residential premises and is specifically granted exclusive rights to park as stated herein. Agreed further that the irrevocable consent given herein shall be treated as an affirmative vote of the Tenant/occupant and the Tenant/occupant would be deemed to have assented to any resolution put up by the Society or Managing Committee referred to hereinabove.

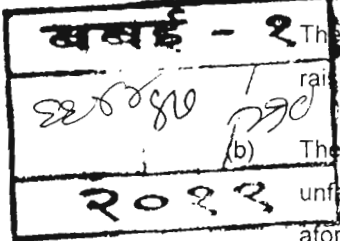
13. The Tenant/occupant is/are further provided with certain common areas in basement and still, passages, lift well, staircase and entrance lobby, etc., as stated in Fifth Schedule hereunder written. The Tenant/occupant is/are informed that the cost of proportionate common areas has been charged to the Tenant/occupant in consideration. The Tenant/occupant has/have prior to the execution of this Agreement, satisfied himself as to the measurements of the Carpet Area, the Usable Area and the Common Areas and hereby occupy the same.
14. The Tenant/Occupant has specifically put to notice that the building is being constructed as per the sanctioned plans under the prevailing Development Control Regulations, Rules, Bye-Laws, Notifications and Circulars issued thereunder or under the Maharashtra Regional Town Planning Act, 1966. The Purchaser has agreed that in the event of carpet area of the Said residential premises reducing or increasing for reasons of change in law, the Tenant/Occupant will not raise any objection and in the event of reduction in carpet area, will accept proportionate refund of the proportionate consideration paid by him and in further event of carpet area being increased the Tenant/Occupant will pay the proportionate additional consideration amount which will be intimated by the Promoter to the Tenant/Occupant.
15. It is hereby expressly clarified, agreed and understood between the parties hereto that:

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a) The Promoter are as aforesaid have commenced constructing a building to be known as "Shreepati Jewels – Pearl Wing "E" and shall construct the said building consisting of ground and upper floors on the said property in accordance with the plans, designs, specifications etc. approved by the concerned local authority and which have been seen and approved by the Tenant/occupant with such variations and modifications as the Promoter may be required by the concerned local authority or the Government to be made in them or any of them or as may be desired by the Promoter. The Tenant/Occupant hereby expressly consent to the Promoter re-designing any building or buildings or the recreation area or internal road and passages and such other area or areas which the Promoter may desire to realign and redesign. Provided that the Promoter shall have to obtain prior consent of the Tenant/occupant in respect of such variations or modifications which may adversely affect the flat/shop/garage/office etc., of the Tenant/occupant. Till the construction of the building "Shreepati Jewels – Pearl Wing "E" is still under construction and the F.S.I. and/or T.D.R. available on the said property is fully utilised by the Promoter and the amount amounts receivable by the Promoter and all the obligations, required to be carried out by the Tenant/Occupant herein and the other Tenant/Occupant of premises from the said Promoter, are fulfilled, the Promoter shall not be bound and shall not be called upon or required to form any co-operative Society, Limited Company or Condominium of Apartment Owners, as the case may be. The Tenant/Occupant agree and irrevocably consent not to raise any demand or dispute or objection in that behalf

(b) The Promoter shall have the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR, respectively for construction on the said Property as may be permitted by law till completion of the project for the purpose of extending the said new building thereon and/or for constructing any new and additional structures and floors thereon or in any of them, and/or otherwise howsoever, as they may desire and deem fit and proper;



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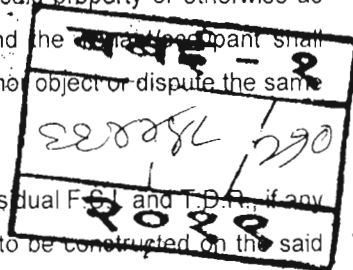
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(c) The Promoter/Promoter/s are entitled to use the available FSI and T.D.R., for construction of the building on the said Property/the Scheme Land. Term FSI wherever used herein shall include Fungible FSI;

(d) The Promoter, shall have the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR respectively for constructing any new and additional structures and floors thereon, and/or otherwise howsoever, as the Promoter may desire and deem fit and proper and as may be legally permitted, whether now or at any time in future. It is expressly agreed that in case of vertical expansion of the said building by way of additional floor/s, the Promoter shall be entitled to shift the water tank/s, dish antenna/s, relay station for cellular and satellite communications etc., either over and above such additional floors and/ or extension or such other places as the Promoter may deem fit and proper.

(e) The Promoter shall be entitled to take benefit of any approval of development rights/FSI/TDR/benefits whatever name called which may become available in respect of the said property to any other property or properties either adjoining the said property or otherwise as may be permissible in law and the participant shall neither claim any right thereto nor object or dispute the same in any manner whatsoever.

(f) The entire unconsumed and residual F.S.I. and T.D.R., if any in respect of the said building to be constructed on the said building on the said Property / the Scheme Land and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D. P Plan, Rules, Regulations and bye-laws governing the FSI as also the F.S.I. which may be available till execution of the vesting document in respect of the said buildings as aforesaid on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to Promoter, free of all costs, charges and payments, and



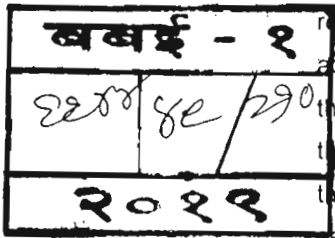
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neither the Tenant/occupant herein, nor the Organization shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

(g) It is agreed by and between the parties that if the permitted floor space index or density though available but not sanctioned at the time the society or the limited company is formed or registered and the said property along with the building property is transferred, then, the Promoter / Promoter/s will have the absolute rights to put up additional construction and storey's and/or consume such balance and/or available floor space index of the said property / the Scheme Land by constructing further on the said property even after the registration of the society or company and transfer of the property.

(h) If any portion of the said property is acquired or notified to be acquired by the Government, or by any other public body or authority the Promoter / Promoter/s shall be entitled to receive all the benefits in respect thereof and/or the compensatory F.S.I. or all other benefits which may be permitted in lieu thereof till the society or limited company is formed and registered and the said property and building is transferred. The Promoter / Promoter/s shall be entitled to use any additional F.S.I. or additional constructions that may be permitted by the local body or concerned authority on the said property for any reasons whatsoever including F.S.I. in



respect of any adjoining or neighboring property. Such additional structures and storey's will be the sole property of the Promoter / Promoter/s who will be entitled to dispose off the same in any way the Promoter / Promoter/s choose and the Tenant/occupant hereby irrevocably consent to the same. The Tenant/occupant shall not be entitled to raise any objection or claim any abatement in price of the premises agreed to be acquired by them and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever.

(i) In view of the Development Control Regulations 1991, it is possible for the Promoter/ to acquire certificate/s of

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Development Right of other properties (commonly known as TDR) and to make additional construction on the said property by utilizing such Development Rights. Such additional, structures, or floors, shall be the property of the Promoter / Promoter/s and the Promoter / Promoter/s will be entitled to dispose off the same in any manner as Promoter / Promoter/s may deem fit without adversely affecting the premises of the Tenant/occupant.

(j) The Tenant/occupant shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this agreement or to the Promoter exercising their rights as mentioned herein, nor shall they claim any abatement or reduction in the Tenant/occupant price due to the same nor shall they claim any compensation or damages from the Promoter / Promoter/s due to the same on any ground whatsoever including on the ground of any inconvenience or nuisance which may be caused by the Promoter putting up and effecting such new and additional construction as mentioned hereabove and/or of light and ventilation and/or density and environment and/or of water and electricity;

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(k) The provisions of this clause shall always be of the essence of this Agreement and shall run with the land.

(l) The Tenant/occupant hereby expressly consent/s to the Promoter re-aligning, re-designing the said Building of the recreation area or internal road and passages and such other area or areas which the Promoter may desire to align and re-design. The building is completed earlier than the other Premises in the said Building, then the Tenant/occupant confirm/s that the Promoter will be entitled to utilize any F.S.I. which may be available on the said Property or any part thereof as set out in the First Schedule hereunder written. Till the said Building "Shreepati Jewels - Pearl Wing "E" is under construction and the F.S.I. available on the said Property is duly utilized by the Promoter and the amount or amounts receivable by the Promoter and all obligations required to be carried out by the Tenant/occupant herein and other Tenant/occupant of premises from the Promoter are fulfilled by them, the Promoter shall not be bound and shall not be called upon or



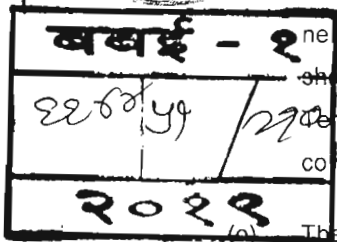
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required to form any Co-operative Society, Limited Company or Condominium or Apartments as the case may be and the Tenant/occupant agree/s and irrevocably consent/s not to raise any demand or dispute or objection in that behalf

(m) The Tenant/occupant agree/s and undertake/s to permit and give the Promoter / Promoter/s all facilities for making such additions, alterations or to put up any additional structures or floors, on the said property which addition may be horizontal and/or Vertical to the building to be constructed on the said property even after the said society or limited company is formed and registered and the said property and the said building or part thereof is transferred to the society till the work of additions and alterations above is completed in full and possession of such flats etc., are handed over to the respective Tenant/occupant of such premises etc. The Tenant/occupant agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons.

(n) All such new and additional tenements, units, premises buildings and structures shall absolutely and exclusively belong to the Promoter, and neither the Tenant/occupant herein, nor the Common Organization shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoter shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Tenant/occupant nor the Common Organization shall raise any dispute or objection thereto and the Tenant/occupant hereby grants his/her/their irrevocable consent to the same;



(o) The Common Organization shall admit as its members all Tenant/occupant's of such new and additional units/premises/ tenements whenever constructed on the said building.

(p) The Promoter hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings including Promoter name and logo, etc. on

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any open spaces in the said property including on the terrace and compound walls for the said purpose on such terms and conditions as the Promoter may desire. The said right shall continue to subsist even after the execution of lease or assignment in favour of the estate or common organization to be formed by the flats/premises/commercial premises etc. Tenant/occupant. If any municipal rates, taxes, cess, assessments are imposed on the said property due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said property, the same shall be borne and paid wholly by the Promoter. The Promoter/ shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Tenant/occupant will not object to the same for any reason whatsoever and shall allow the Promoter, their agents, servants, etc. to enter into the said property, the terrace and any other open spaces in the said property for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Promoter shall be entitled to transfer or assign such right to any person or persons who they may deem fit and Tenant/occupant neither himself nor through the ultimate organization raise any objection thereto.

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16. The Tenant/occupant shall not be entitled to any rebate and/or concession in the additional price which he is likely to pay for the acquiring the additional area at his/her/their residential premises on account of the construction of additional floor/s and/or any other building and/or structure and/or the changes, alterations and additions made in the building or buildings or structures or on account of any advertisement hoarding and/or facilities for dish Antenna/Satellite transmission facilities put up on the said property and/or the said building.



further expressly clarified, agreed and understood by and between the parties hereto that the lower stilt and upper stilt, center portion of the Mechanical car parking space, all open spaces of the compound and the common terrace above the topmost floor of the said Building shall always absolutely and exclusively belong to the Promoter / Promoter/s and the Promoter / Promoter/s shall have full right, absolute authority, and unfettered discretion to use the same

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in any lawful manner, including for putting up and displaying hoarding/advertisements thereon, or putting up any overhead water tank/s thereon to store and supply water to the occupants of the said Building. The Promoter / Promoter/s shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Tenant/occupant or the said Common Organization and neither the Tenant/occupant nor the said Common Organization shall at any time raise any dispute or objection in this regard. Use of the said common terrace may also be allowed to install Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. for which purpose the Promoter / Promoter/s shall be entitled to enter into suitable arrangement/s or agreement/s with any person/s on such terms and conditions as the Promoter / Promoter/s deem fit and to receive/collect such contract monies/rents as consideration thereof from such person/parties /allottees. It is hereby expressly agreed that in case of further expansion more particularly the vertical expansion of the said Building by way of additional floor/s, the Promoter / Promoter/s shall be entitled to shift the water tank/s, Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. either over and above such additional floor/s and/or extension or such other place/s as may be convenient to the Promoter / Promoter/s and the Tenant/occupant and/or the said Common Organization shall not be entitled to raise any objection and/or create any hindrance in any manner whatsoever. The Tenant/occupant will permit the authorised representative/s deputed by the Promoter/said Common Organization to go to the said common terrace to install, check up and/or service Dish Antenna and/or any other electronic gadgets and for repairs and maintenance of the tank/s and/or such other common facilities, at all reasonable times. It is agreed that the aforesaid rights in favour of the Promoter / Promoter/s shall remain in force till assignment/sub-lease when executed in favour of the said Common Organization and thereafter, still the Promoter / Promoter/s shall have rights in terms of the covenants that shall be part of the assignment/sub-lease when executed in favour of the said Common Organization.



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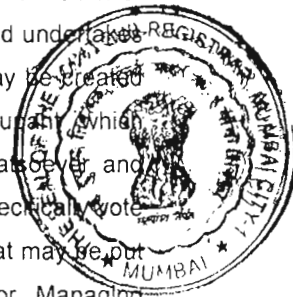
The Promoter has represented that the mechanized parking and balance basement and stilt (lobby) etc. which areas form part and parcel of the common areas which are common to all the Tenant/occupant. The Tenant/occupant has been charged with a specific right to park vehicle / cars in the mechanized parking which

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area has been sanctioned by the corporation for parking vehicles. The Tenant/occupant is also aware that the Promoter/s have already allotted to some Tenant/occupant the exclusive right to park vehicles / cars in the Mechanical car parking space passed for parking vehicles, podium, stilt and parking floor areas shown in the plan hereto. A list of such exclusive rights which has already been given to the Tenant/occupant and the Tenant/occupant herein hereby unconditionally accepts and confirms the same and agrees not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agrees to vote in favour of creation of such exclusive rights if at any stage any voting takes place on a resolution passed in this regard at any meeting at the time or after the formation of the society in the meeting of the society, whether General Body Meeting or of any Managing Committee in respect thereof or otherwise in any manner whatsoever including by circular resolution. These exclusive rights to park vehicles / car as aforesaid are both inheritable and transferable and will stand attached to the said residential premises and the same shall not be transferred by the Tenant/occupant otherwise than with the transfer of the said premises. The Tenant/occupant agrees and undertakes to support any further exclusive rights to park that may be created by the Promoter/s herein in favour of the Tenant/occupant which may be hereinafter made without any objection whatsoever and also agrees and undertakes not to object to and to specifically vote in favour of such exclusive rights in any resolutions that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the society or otherwise in any other meeting. The Tenant/occupant is aware that relying on the aforesaid assurances and undertakings, the Tenant/occupant will be confirming the exclusive rights to park as stated herein. The Agreement shall be treated as an irrevocable consent and confirm to the Promoter/s granting such exclusive rights to flat etc. purchasers. Agreed further that the irrevocable consent given herein shall be treated as an affirmative vote of the Tenant/occupant and the Tenant/occupant would be deemed to have assented to any resolution put up by the Society or Managing Committee referred to hereinabove.



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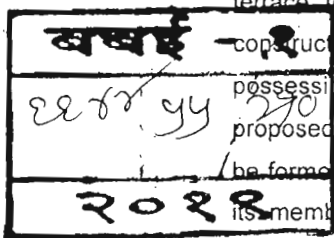
19. Notwithstanding anything what is contained herein to the contrary, it is expressly agreed between the Promoter and the Tenant/occupant that the Promoter shall be entitled to utilise and enjoy, either personally or through any nominee, all area or areas

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forming part of the said Property, as may be available from time to time, by utilising the same as the Promoter may deem fit. The Tenant/occupant is/are specifically made aware that the proposed building is sanctioned by M.C.G.M. The Promoter may be required, either by M.C.G.M. or MMC or Commercial Considerations, to amend, alter or modify the layout, plans of the said entire Property. The Tenant/occupant shall not and do not have any objection either to modification or amendments in the plans of the anyof the Building to be constructed on the said entire property under new DCR 20(34) as long as it does not affect the layout or Tenant/occupant respective allotted flat area and common amenities and the Tenant/occupant irrevocably consents to the same.

20. The Promoter will sell all premises, intended to be constructed on the said Property, with a view ultimately that the Tenant/occupant of all the Premises in the said Building shall be admitted to such Co-operative Housing Society, Limited Company or Condominium of Apartment Owners, of all such prospective Tenant/occupant of premises (hereinafter referred to as the "Said Organisation"). Upon the respective Tenant/occupant of all the Premises in such Building/s paying, in full, their respective dues, payable by them to the Promoter and complying with the terms and conditions of their respective Agreements with the Promoter, the Promoter shall transfer the said Property on which the said Building known as "Shreepati Jewels – Pearl Wing "E" is standing and the open space appurtenant thereto, in favour of the said Organization of various Tenant/occupant respective premises. In the event of the Promoter obtaining permission from the concerned authority for constructing one or more premises on the terrace then the Promoter shall be entitled to sell such premises that may be constructed by them on the terrace together with the adjoining terrace at such rate and on such terms as the Promoter may deem fit. The Promoter shall be entitled in that event to allow use of such terrace to the Tenant/occupant of such premises proposed or constructed on the terrace and the terrace shall be in exclusive possession of the Tenant/occupant as Owner of such premises proposed or constructed on the terrace. The said Organization to be formed by the Tenant/occupant as stated herein, shall admit as its member the Tenant/occupant of such premises that may be proposed or constructed on the terrace with the exclusive right to them in such Terrace aforesaid. The terraces above the aforesaid

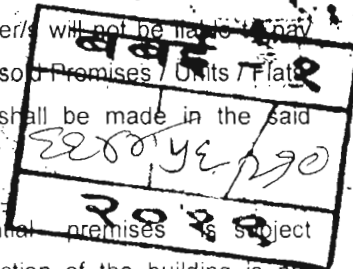
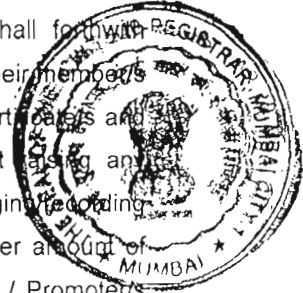


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one or more premises on the said building shall review the property of ultimate society.

21. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold units / premises and other premises including car parking spaces in the said building shall at all times, including after the formation and registration of the Common Organization and/or after the Conveyance of the said Property and the said building in favour of the Common Organization, be and remain the absolute property of the Promoter/s, and the Promoter/s shall become members of the Common Organization in respect thereof, and the Promoter/s shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Tenant/occupant herein, nor the Common Organization shall object to or dispute the same. On the Promoter/s as the case may be intimating to the Common Organization the name or names of the tenant/occupant or acquirer/s of such unsold units, premises, etc., the Common Organization shall forthwith accept and admit such purchasers and acquirers as their members and shareholder/s, and shall forthwith issue share certificates and other necessary documents in their favour, without charging and without dispute or objection to the same and without charging anything from them any premium, fees, donations or any other amount of whatsoever nature in respect thereof. The Promoter / Promoter/s shall not be liable to pay maintenance charges for the unsold units to the Common Organization save and except the municipal taxes with effect from receipt of occupation/ completion certificate. The Promoter / Promoter/s shall at its discretion pay the municipal property taxes, non-agricultural assessment charges/taxes/rate etc. in respect of unsold Premises / Units / Flats directly to the BMC. It is clarified that the Promoter / Promoter/s will not be liable to pay any other amounts in respect of the unsold Premises / Units / Flats. Adequate provisions for the above shall be made in the said Documents of Transfer.

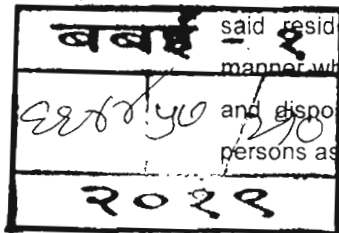


22. The possession of the said residential premises is subject however to the fact that the construction of the building is not delayed on account of non-availability of steel, cement, sand and

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other building material, water or electricity supply or due to acts of God, Civil Commotion, Riot, War or any notice, order, rule, notification of the Government and/or any other Public Body and/or Competent Authority, and there is no delay in issue of Occupation Certificate and/or Building completion Certificate by the Municipal Corporation of Greater Mumbai (M.C.G.M). and/or planning Authority and for other circumstances beyond the control of the Promoter, changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or Any stay, injunction or other order of any court, tribunal or authority. any other reason not due to any default on the part of the Promoter / Promoter/s herein or any cause beyond the control of the Promoter / Promoter/s or any other reasonable cause and that the Tenant/occupant hereby agrees to ignore such delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Promoter / Promoter/s as per the provisions of section 8 of the MOFA expected to be handed over by the Promoter to the Tenant/occupant by December 2023. And that the purchasers hereby agree to ignore such delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Promoter as per the provisions of Section 8 of the MOFA Act or any relevant section or modifications or the Acts for the time being in force. Provided the Promoter have received the full purchase price of the said residential premises and all the other amounts payable by the Tenant/occupant under this agreement or otherwise. The Promoter agree that if, for the reasons beyond their control they are unable to give possession of the said residential premises by the date stipulated hereinabove, they shall, on demand by the Tenant/occupant, be liable to refund to the Tenant/occupant the amounts already received by them in respect of the said residential premises without any interest. It is agreed that upon refund of the said amount, as stated hereinabove, the Tenant/occupant shall have no right, title, interest, claim or demand of any nature whatsoever either against the Promoter or against the said residential premises or against the said Property in any manner whatsoever and the Promoter shall be entitled to deal with and dispose off the said residential premises to any person or persons as the Promoter, may at their absolute discretion, desire



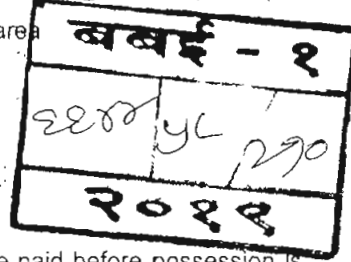
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23. A) The Tenant/occupant shall at the time of delivery of the possession of the Said residential premises pay to the Promoter the following amounts:

- (1) Rs.75,000/- Being agreed legal charges and expenses
- (2) Rs.5000/- For share application charges & Entrance fees.
- (3) Rs.25,000/- For formation and registration of Society.
- (4) Rs.25,000/- Electricity meter connection, Water and other service connection charges.
- (5) Rs. \_\_\_\_\_/- Provisional Maintenance deposit (@10 Sq. Ft. for 12 month) deposit.
- (6) Rs. \_\_\_\_\_/- towards maintenance charges and other society expenses by way of (18) Eighteen months advance by way of PDC's @ 20 Rs. per Sq. ft Carpet area

TOTAL Rs. \_\_\_\_\_/-



(7) The aforesaid amount are to be paid before possession is given, the Promoter shall, without having been accountable therefore, utilize the sum mentioned in sub-clause (1) to (4) of clause 23(A) paid by the Tenant/occupant to the Promoter for meeting all legal costs, charges and expenses, including professional costs of the Attorney at Law/Advocates of the Promoter in connection with formation of the said Society preparing and engrossing this Agreement and the Conveyance or Conveyances.

B) The aforesaid amount [in sub clause (5) and (6) of Clause 23(A)] after deduction therefrom arrears of taxes and maintenance expenses incurred, will be transferred by the Promoter to the Society as and when such Co-operative or Limited Company or Condominium of Apartment is formed and after the said Property is finally transferred to such Co-operative Society or Limited Company Condominium of Apartment as the case may be. If, however such

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Organisation is not formed, the said amounts will be retained by the Promoter and the same will not be refunded to the Tenant/occupant till the society, limited company or condominium as the case may be informed.

C) The Tenant/occupant shall in addition to the consideration mentioned in Clause 22(A) above and other charges and deposits stated herein, pay at the time of possession.

24. It is agreed between the Promoter and the Tenant/occupant that, commencing a week after the notice in writing is made by the Promoter to the Tenant/occupant that the Premises is ready for use and occupation, the Tenant/occupant shall be liable to take possession of the Said residential premises and pay the proportionate share (i.e. in proportion to the floor area of the Said Premises) of all outgoing in respect of the said Property, the proposed building including local taxes and cesses, rates all other levies by the local authority, government, water charges, Insurance charges, common lights, repairs, salaries of clerks, Bill Collector's charges, Chowkidar and Sweeper charges, maintenance charges and all other expenses necessary and incidental to the administration, management and maintenance of the said Property and the said Building and until the said Property and the said Building is transferred to any Co-operative Society, Limited Company or Condominium as the case may be, the Tenant/occupant shall continue to pay to the Promoter the proportionate share of outgoing as may be determined by the Promoter. The Tenant/occupant further agrees that till the Tenant/occupant share is so determined the Tenant/occupant shall pay to the Promoter the provisional monthly contribution of Rs.5/ per Sq. ft. towards such outgoings and taxes. The amount so paid by the Tenant/occupant to the Promoter shall, without any interest, remain with the Promoter till a Conveyance, as provided herein, is executed in favour of any society, Limited Company or Condominium as the case may be, On such Conveyance being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall, be paid over by the Promoter to the Society or Limited Company or Condominium as the case may be The Tenant/occupant undertakes to pay such provisional monthly contribution and charges regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.



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25. It is further agreed by the Tenant/occupant that they shall not at any time either at the time of carrying out the interior works or otherwise make any changes in the facade elements or elements supporting facade, that the window above the ledge should be retained to avoid leakage in side of the said residential premises and that the gap between the ledge and structural glazing should not be closed and that there should not be any change in this regard, there should not be any tampering for the existing services like plumbing, electrical, etc. in the service duct areas, there should not be any tampering to any R.C.C. members like columns, beams, slabs, etc., there should not be any tampering of the smoke seal, no work is allowed in the Electrical or Plumbing duct without prior approval/ permissions of the Promoter and/or the Common Organization or of any appropriate authority, required, if any, in case of Waterproofing of the entire floor of the said residential premises to be carried out by Tenant/occupant, the same shall be done prior to starting of any civil finishing work It is further agreed by the Tenant/occupant (s) that he/she/they shall submit a set of as-built drawings for all the services in the respective areas of the said residential premises and that Plans and details for interior works should be submitted to the Promoter and/or the Common Organization for approval and that the work must be carried out in accordance with the approval/permission of the Promoter and/or the Common Organization. It is further agreed that the Tenant/occupant (s) shall keep deposited Rs. 50,000/- (Rupees Fifty Thousand only) with the Promoter and/or the Organization as a deposit which shall be used by the Promoter and/or the Organization to rectify damage caused, if any, to the said structure or common property or others' property during interior works. That the decision of the Promoter and/or the Common Organization in this respect shall be final and binding on the Tenant/occupant.



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26. It is expressly agreed between the Promoter and the Tenant/occupant that the said residential premises shall be utilized for residential purpose and garages/open car parking space/ area covered under mechanized parking (Parking Area) shall be used only for parking vehicles pertaining to the Tenant/occupant and for no other purpose or purposes whatsoever. The Tenant/occupant agrees not to change use of the said Premises/ Parking Area without prior consent in writing of the Promoter, which the Promoter if they so desire, will be entitled to refuse Any unauthorized change of user by the Tenant/occupant shall render this Agreement

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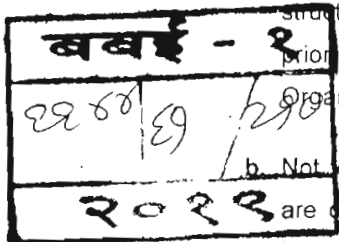
Void/Voidable and the Tenant/occupant, in that event, shall not be entitled to any right arising out of this Agreement.

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

28. The Tenant/occupant for himself/herself/themselves with intention to bring all persons into whatsoever hands the said residential premises may come doth/do hereby covenant with the Promoter as follows:

a. Not to demolish or cause to be demolished the said residential premises or any part thereof. nor at any time make or cause to be made any addition or any alteration in the elevation and colour scheme of the Building in which the said residential premises is situated and shall keep the Portion, sewers drains pipes, in the said residential premises and appurtenances thereto, in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the said Building, in which the said residential premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C., parrdis or other structural members in the said residential premises without the prior written permission of the Promoter and/or the said Organisation if already formed.

b. Not to store in the said residential premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause



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to be carried heavy packages to upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building including entrances of the said Building and in case any damage is caused to the said Building and/or the said residential premises on account of negligence or default of the Tenant/occupant in this behalf, the Tenant/occupant shall be liable to carry out the repair at the Tenant/occupant cost;

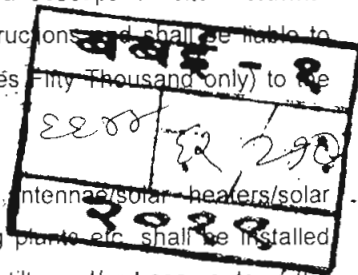
c. Not to throw dirt, rubbish, garbage or refuse or permit the same to be thrown from the said residential premises in the compound or any portion of the said Property and the Building in which the said residential premises is situated.

d. Not to do or permit to be done any act thing which may render void and voidable any insurance of the said Property and Building in which the said residential premises are situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

e. Not to do or suffer to be done anything in the said residential premises or to the said Building or the said residential premises which is in contravention under this Agreement. And on the event of the Tenant/occupant committing any such contravention under this Agreement the Tenant/occupant shall be responsible and liable for the consequence thereof including the liability to carry out the repair at the Tenant/occupant cost.



f. The Tenant/occupant shall not remove or affix grills / fixtures on the exterior of the said Building or cause any obstruction of any nature whatsoever and the Tenant/occupant shall forthwith remove such grills, fixtures, obstructions and shall be liable to pay a fine of Rs. 50,000/- (Rupees Fifty Thousand only) to the Promoter.



g. No equipments such as dish antennae/solar heaters/solar panels, D.G. Set, air conditioning plants etc shall be installed on the terrace and/or under the stilts and/or basements of the said building and/or in the compound of the said building by any of the flats/units/premises holders and/or the said organization at any time whatsoever without the permission of the builders. However the Promoter/s alone shall from time to time and at all times be entitled to permit the flat/unit/premises holders of the

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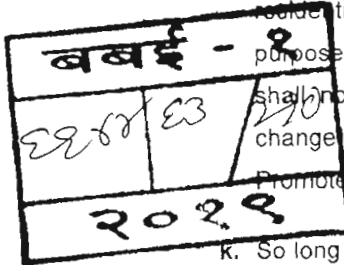
premises in the said building to install equipments such as dish antennae/solar heaters/solar panels, D.G. set, air conditioning plants etc. on the terrace and/or under the stilts and/or basements of the said building and/or in the compound of the said building as the Promoter/s may determine absolutely at its discretion.

h. Maintain the said residential premises at his/her/their cost in a good and tenable repair and condition and shall not do or suffer to be done anything in or to the said Building/s or the said premises, staircase, lift, stilt portion and common passage which may be against the rules and bye laws of Mumbai Municipal Corporation or any other authority and the Tenant/occupant shall not change alter or make additions to or to the said Building or any part thereof. The Tenant/occupant shall be solely responsible for any breach of the said provision. The Tenant/occupant shall not, without the sanction and permission of the authorities concerned, make any alteration or changes in the said residential premises and in the elevation and outside colour scheme of the Said Premises.

i. Till Conveyance of the said Building, in which the said residential premises is situated is executed, along with the Conveyance of land the Tenant/occupant shall permit the Promoter and his/their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said land and Building or any part of whole of the said residential premises to view and examine the state and conditions thereof.

j. To pay to the Promoter within 7 days or on demand by the Promoter his/her/their share or security deposit demanded by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said residential premises by the Tenant/occupant, Viz user for any purpose other than stated herein. Such demand or payment shall not be deemed to be permission by the Promoter for change of user unless specifically so granted in writing by the Promoter.

k. So long as each Flat in the said Building shall not be separately assessed for Municipal taxes and water taxes, the Tenant/occupant shall pay to the Promoter, or to the said organization,



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when formed, a proportionate share of the Municipal Tax and Water Tax assessed on the said Building on the basis of the area of each Flat etc. The Promoter will also be entitled to the refund of the Municipal Taxes and water taxes if any paid on account of the vacancy of the said residential remises Premises/ Garage etc.

l. To carry at his/her/their own cost all internal repairs to the said residential premises and maintain the said residential premises in the same condition, state and order in which it was delivered by the Promoter/s to the Tenant/occupant and shall not do or suffer to be done anything in the said residential premises or to the said Building or the said residential premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Tenant/occupant committing any act in contravention of the above provision, the Tenant/occupant shall be responsible and liable for the consequence thereof to the concerned local authority and/or public authority;

m. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said residential premises by the Tenant/occupant viz user for any purposes other than purpose for which the same is allotted,

n. In case MSEB or any competent authority requires/demands construction of sub-station before supplying necessary electricity or domestic load to the proposed building, the cost charges and expenses thereof shall be borne and paid by all the Tenant/occupant in proportion to the area of their respective Flat / Units / Premises agreed to be acquired by them.

o. The Tenant/occupant shall be entitled to let, sub let transfer assign or part with the said residential premises interest or benefit factor of this Agreement or part with the Possession of the said residential premises only after his/her/their dues of whatsoever nature payable to the Promoter are fully paid up and only if the Tenant/occupant had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Tenant/occupant has intimated in



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When formed, a corporation is not subject to the Municipal Tax and  
When Tax returns are filed, and, starting on the basis of the

writing to the Promoter and obtained prior consent in writing from the Promoter in that behalf.

p. The Tenant/occupant shall observe and perform all the rules and regulations which the Said Organization may adopt at its inception and the addition, alternations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the Premises therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being from the concerned Local Authority and of Government and other Public Bodies. The Tenant/occupant shall also observe and perform all the stipulations and conditions laid down by the said Organization regarding the occupation and use of the said residential premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or the outgoings in accordance with the terms of this Agreement.

q. The Tenant/occupant shall not sell, mortgage, transfer, assign, let, underlet or sub-let the said residential premises or the Tenant/occupant's interest or benefit factor of this Agreement or part with the possession of the said residential premises or any part thereof until all the dues payable by the Tenant/occupant to the Promoter/s under this Agreement are fully paid-up and only if the Tenant/occupant had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Tenant/occupant has intimated in writing to the Promoter/s.



Until the said property together with the said building is conveyed as aforesaid, the Promoter/s will control the management of the said building, realisation of outgoings and the disbursements of the payments to be made. The Tenant/occupant alongwith other flats/premises/ Tenant/occupant and/or the co-operative society and/or limited company and/or incorporated body will not have any objection to the aforesaid right of the Promoter/s.

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Notwithstanding any other provisions of this Agreement the Promoter / Promoter/s shall be entitled to, at the Promoter/s sole and absolute discretion:

(a) to decide from time to time when and what sort of document of transfer should be executed in whose favour

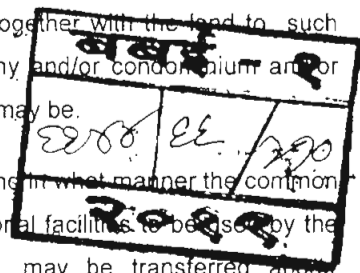
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- (b) to have a society and/or limited company and/or condominium and/or any other body or bodies of Tenant/occupant formed and constituted as contemplated herein.
- (c) have an exclusive, unfettered and unimpeachable right to sell, enter into any agreement with any persons as may decided by them from time to time
- (d) have a right to terminate this agreement for sale in the event of happening any one or many of the acts, deeds things done or caused to be done by the said Tenant/occupant if the Tenant/occupant is not co-operative or unwilling to follow or observe the policy formulated by the said Promoter / Promoter/s for the said purpose and/or terms and conditions imposed by them from time to time for the better management of the project or anything done or caused to be done for any unlawful activities, gains or having any relation or connection with the organizations which has been banned by the Government of India or the State Government of Maharashtra as the case may be and or propagating any message or information or things which may adversely affect the interest of the Promoter / Promoter/s and/or persons associated with the Promoter still the final Conveyance/Lease/Assignment of Lease, as the case may be / lease given by the Promoter Promoter/s to the society and/or limited company as may be formed or incorporated as contemplated herein.



- (e) to convey the said building together with the land to such society and/or limited company and/or condominium and/or other associations as the case may be.
- (f) to decide and determine how and in what manner the common utility areas and other recreational facilities to be used by the various flat Tenant/occupant may be transferred and conveyed
- (g) to provide for and incorporate covenants, restrictions and obligations with regard to the provision of maintaining the common amenities.



31. The Promoter/s shall at its absolute discretion form a co-operative society or a company or condominium any other legal entity of persons buying the flats under Act building and form co-operative society or company or condominium or any other legal entity as

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maybe permitted. The Decision of the Promoter shall be binding in this respect and the Tenant/occupant shall not raise any objection thereto. The rights of the Tenant/occupant will be then recognised and regulated by the provisions of the said Organisation and the Rules and Bye-Laws framed by such Organisation.

32. The Tenant/occupant agrees that his/her/their/its interest in the said property and the said building is impartable and he/she/they/it shall not be entitled at any time to demand partition of his/her/their interest in the said property and/or in the said building.
33. The Promoter/s shall submit an application to the competent authority for registration of the co-operative society or the company or condominium or any other legal entity, as the case may be, within four months from the date on which the occupation certificate in respect of such building is issued provided by that time consideration from all the flat purchaser in the new building is received, the flat Tenant/occupant in such building have taken possession or the Promoter/s has received full consideration and other amounts for the same, whichever is earlier.

34. On receipt by the Promoter, the full payment of the amounts due and payable by them the Tenant/occupant of all premises and not earlier than 2023, the Promoter shall co-operate with the Tenant/occupant in forming and registering or incorporating a Co-operative Society or Limited Company or Condominium of Apartment as the case may be subject to the rights of the Promoter under this Agreement, and upon formation of society/company and/or condominium execute or cause to be executed, as provided herein, Conveyance / or other documents of transfer as may be required. For any amount remaining unpaid by the Tenant/occupant under this Agreement, to the Promoter the Promoter shall have first lien and charge on the said residential premises agreed to be allotted to the Purchaser.



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35. The Tenant/occupant, along with the other Tenant/occupant of the Premises in the said Building, shall join in forming and registering the ultimate Organisation and for that purpose also from time to time sign and execute applications papers and any other connected documents necessary for formation and registration of such organisation and to become member and sign and return all the documents including bye-laws with seven days of receipt thereof, time being of the essence, so as to enable the Promoter to register

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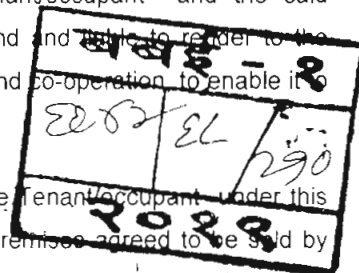
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the Organisation of the Tenant/occupant No Objection shall be taken by the Tenant/occupant if any changes or modifications are made in the draft bye-laws or the Memorandum of Association and Articles of Association as may be required by the Registrar of Co-operative Society's or by Registrar of companies or in the declaration and other documents under the Ownership Apartment Act as the case may be by any other Competent Authority.

36. The Tenant/occupant hereby agrees and confirms that in the event of the said Organisation being formed and registered earlier than the Promoter will have the right to deal with or dispose of flats etc. in the said Building on the said Property and in that event any allottee or Tenant/occupant of premises from the Promoter shall be admitted to such Organisation on being called upon by the Promoter without payment of any premium or any additional charges and such allottee Tenant/occupant or transferee thereof shall not be discriminated or treated prejudicially to the said Organisation.

37. The Tenant/occupant hereby agrees, undertakes and covenants with the Promoter / Promoter/s that neither he/she/they, nor the said Common Organization shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoter / Promoter/s under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter / Promoter/s as mentioned herein, and the Tenant/occupant and the said Common Organization shall be bound and liable to render to the Promoter, all necessary assistance and co-operation to enable it to exercise and avail of the same.

38. It is expressly agreed that right of the Tenant/occupant under this Agreement is only restricted to the premises agreed to be sold by the Promoter and agreed to be acquired by the Tenant/occupant and all the other premises and portion or portions of the said Building and the said Property shall be the sole property of the Promoter. The Promoter shall be entitled to develop the same in whatsoever manner they may deem fit and proper, without any reference, resource, consent or concurrence from the Tenant/occupant in any manner whatsoever. The Tenant/occupant do/doth hereby confirms and consents to the irrevocable right of the Promoter, to develop the said Property including the said Building



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known as "Shreepati Jewels – Pearl Wing "E" on the said Property more particularly described in the FIRST Schedule hereunder written, in whatsoever manner the Promoter may deem fit and proper without any further reference or other consent or concurrence in future upon transfer of the said land building "Shreepati Jewels – Pearl Wing "E" to the said ultimate organization the Tenant/Occupant will become Owner as contemplated under the MOFA and/or Companies Act and/or condominium.

39. Advocates and Solicitors of the Promoter shall prepare the Deed, Conveyance and all other documents to be executed in pursuance of these presents as also the Bye-laws and/or the Memorandum and Article of Association in connection with the Co-operative Society or the Limited Company or the Condominium as the case may be and all costs, charges and expenses including stamp duty, registration charges and other expenses in connection with the preparation 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 Tenant/occupant of the said residential premises in the said Property in proportion to the respective area of the respective Premises.

40. The Promoter shall subject to its right to dispose of the remaining flats, if any, shall execute the conveyance of the said property within four months from the date the Promoter receives full consideration and other amounts as referred to in this agreement in respect of the flats, premises etc. or within four months from the date on which the co-operative society or the company is registered or the association of the flat purchasers or unit holders is duly constituted, whichever is earlier. In the event the promoter submits the property to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing and registering the declaration as required by Section 2 of that Act. The Promoter shall, within four months from receiving full consideration and other amounts in respect of the flat, premises etc. or within four months from the date, the apartment taker has entered into possession of his apartment execute the conveyance or deed of apartment in favour of each apartment taker within four months from the date, the apartment taker has entered into possession of his apartment.



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41. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said

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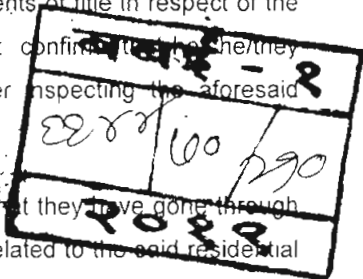
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residential premises or of the said Property and the said Building or any part thereof. The Tenant/occupant shall have no claim save and except in respect of the said residential premises hereby agreed to be sold to him/her/them. It is further agreed that all rights of ownership in all open spaces, parking spaces, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoter, until the said Property and the said Building is leased to the said Common Organization as hereinabove mentioned, which in any case shall be subject to the rights of the Promoter / PROMOTER/s as agreed to and specified herein and of the other Tenant/occupant of units and premises as herein stated.

42. The Tenant/occupant and persons to whom the said residential premises are transferred with the prior written consent of the Promoter shall, from time to time, sign all applications, papers, and documents and do all acts, deeds and things as the Promoter or the Co-operative Housing Society and/or the Limited Company and or Condominium of Apartment Owners (as the case may be) may require, for safeguarding the interest of the Promoter and/or the Tenant/occupant and other Tenant/occupant in the said Property more Particularly described in the FIRST Schedule hereto and as written.



43. The Tenant/occupant confirms that the Promoter have given full, free and complete inspection of documents of title in respect of the said Property, and the Tenant/occupant confirms that he/she/they has/have entered into Agreement after inspecting the aforesaid documents.



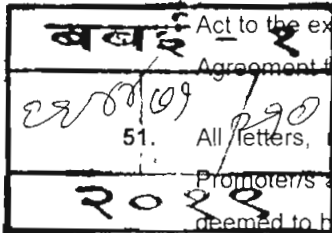
44. The Tenant/occupant hereby declares that they have gone through the Agreement and all the documents related to the said residential premises purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Tenant/occupant after being fully satisfied with the contents has entered into this agreement.

45. That the Society shall always be known as "**Shreepati Jewels - Pearl Wing "E"**" (or any other name as to be decided by the Promoter) to be formed shall bear the said name and this name shall not be changed without the written permission of the Promoter.

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46. Any delay or indulgence by the Promoter in enforcing the terms of this agreement of any forbearance or giving of time to the Tenant/occupant 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 Tenant/occupant nor shall be same in any manner prejudice the rights of the Promoter
47. This Agreement sets forth the entire agreement and understanding between the Promoter and the Tenant/occupant pertaining to the said residential remises and supersedes, cancels and merges:
- (a) All agreement, negotiations, commitments writings between the Tenant/occupant and the Promoter/Confirming Party prior to the date of execution of this Agreement.
- (b) All the representation, warranties commitments etc. made by the Promoter / Promoter/s to the Tenant/Occupant in any documents, brochures, hoarding etc. and /or through on any other medium.
48. The Promoter shall not be responsible for the consequences arising out of changes in law or changes in Municipal rules, regulations etc. or arising out of any notifications etc.
49. This Agreement shall be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 or the Maharashtra Apartment Ownership Act (Mah Act. No XV of 1971) whichever may be adopted by the Promoter / Promoter/s and the provisions made there under.



The provisions of MOFA or Maharashtra Apartment Ownership Act or Companies Act as the case may be and/or amendments from time to time and re-enactment including Maharashtra Housing (Regulation) and Development Act as also Real Estate Regulation Act to the extent notified from time to time shall be applicable to this Agreement to the extent the same are mandatory.

51. All letters, notices, circulars, receipts issued by the Promoter / Promoter/s as contemplated by and under this Agreement shall be deemed to have been duly served/delivered to the Tenant/occupant and shall discharge the Promoter / Promoter/s and Confirming Party completely and effectually of its obligations, if sent to the Tenant/occupant under Certificate of Posting or registered Post

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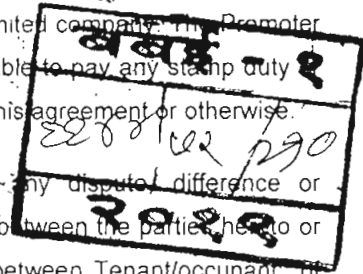
Acknowledgement Due at the following address (or at any other address as may have been subsequently notified by the Tenant/occupant as and by way of change of address and if such change is confirmed by the Promoter).

89 Bordi Banglow, 2<sup>nd</sup> Floor,  
Room No. 15, C. P. Tank,  
Near Madhav Baug Temple,  
Girgaon, Mumbai – 400 004

52. The stamp duty and 1% registration charges incidental to the Market value (as per ready reckoner rate) of the said residential remises and on all the documents to be executed in pursuance to this agreement including conveyance and other transfer documents shall be paid (whichever required in proportion) shall be borne and paid by the Tenant/occupant alone. The Tenant/occupant shall immediately after the execution of this Agreement inform the Promoter the Serial Number under which and date on which the Agreement is lodged for registration Act, 1908, to the Sub-Registrar of Assurances. Promoter to attend and admit execution of this Agreement before the Sub-Registrar of Assurances.



53. The Tenant/occupant shall pay stamp duty and registration charges payable, if any, by the said society or limited company, of the Conveyance/Lease/Assignment of Lease as the case may be/lease or any document or instrument of transfer in respect of the said property and/or any part thereof and the said building to be executed in favour of the society or limited company. The Promoter / Promoter/s will not be bound and liable to pay any stamp duty registration charges on and/or under this agreement or otherwise.



54. PROVIDED AND ALWAYS that if any dispute/difference or question at any time hereafter arises between the parties hereto or their respective representatives or between Tenant/occupant or other Premises in the Said Building and the Promoter in respect of the construction of these presents or concerning anything hereto contained or arising out of the premises or as the rights liabilities or the duties of the said parties hereunder the same shall be referred to Arbitrators of two persons one to be appointed by the Tenant/occupant or all other Tenant/occupant together and one by the Promoter. The Arbitrators so appointed shall appoint before entering upon the reference, appoint Chairman. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to such

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reference. The language of Arbitration shall be English and the place for Arbitration shall be Mumbai.

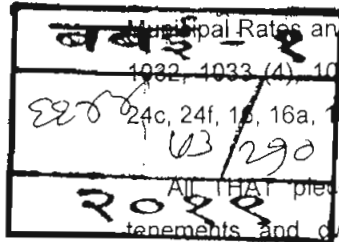
55. The Tenant/occupant shall present this Agreement for registration within the time prescribed by the Registration Act, 1908 and the Promoter / Promoter/s and Confirming Party shall attend the Office of the Sub-Registrar and admit the execution thereof.

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO :**

ALL THAT piece or parcel of land or ground together with the messuages, tenements and buildings, chawls, structures, shed and out-houses standing thereon all known by the name of "Pimpalwadi or Sonwadi Property" situate, lying and being on the East side of Mughbhat Lane in the City and Registration Sub-District of Bombay containing by admeasurement according to previous title deeds, 6805-7/8 (Six thousand eight hundred five and seven upon eight) square yards/equal to 5716.91 sq. mtrs. or thereabouts and registered in the Books of the Collector under R.R.No.310, Old No. 823, New No. 1892, Cadastral Survey No. 370 of Girgaum Division and assessed by the Assessor and Collector of Municipal Rates and Taxes under "D" Ward Mumbai 400004.

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO :**

ALL THOSE piece or parcel of land together with messuages tenements and dwelling houses standing thereon bearing Cadastral Survey No. 371 of Girgaum Division situate at Khatarali Lane outside the Fort of Bombay admeasuring 3292.67 Sq.Mts. equivalent to 3938 Square Yards or thereabout and assessed by the Collector of Assessment of the Municipal Rates and Taxes under 'D' Ward No. 1022@ 28,1029, 1031(1), 1032, 1033 (4), 1033 (4a), 1033 (4b), 1033 (5) and street Nos. 24, 24a, 24c, 24f, 15, 16a, 16b and 17.



ALL THAT piece or parcel of land together with the messuages tenements and dwelling houses standing thereon bearing Cadastral Survey No.391 of Girgaum Division situate at Khatarali Lane outside Fort of Bombay admeasuring 170.57Sq.Mts. equivalent to 204 square yards or thereabout and assessed by the Collector of Assessment of the Municipal Rates and Taxes under 'D' Ward No. 1019 and 1020 and Street Nos. 30 and 38 respectively.



**THE THIRD SCHEDULE HEREINABOVE REFERRED TO :**

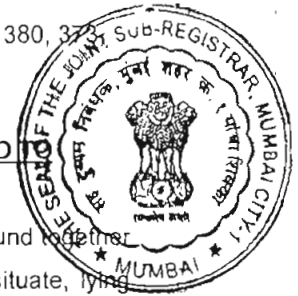
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ALL THAT piece or parcel of land lying and being at Khattarali Lane admeasuring 3857 sq.yds. equivalent to 3224.94 sq.mtrs. and registered in the Book of Collectors of Land Revenue under Old No. 140, 152 New Nos. 125, 1427, Old Survey No. 468 and New Survey Nos. 7563, 7576 2/7196 and Cadastral Survey No. 372 of Girgaum Division and known as Amarwadi and bounded as follows:

On or towards the North : Partly by property bearing C.S.No. 371 and partly by property bearing C.S.No. 381  
On or towards the East : By the road known as Nath Madhav Lane  
On or towards the West : By property bearing C.S.No. 370  
ON or towards the South : By the properties bearing C.S.No. 380, 379, 355, 1/355 and 356.

**THE FORTH SCHEDULE HEREINABOVE REFERRED TO**



All that piece or parcel of Pension and Tax Tenure land or ground together with the messuage, tenement or building standing thereon situate, lying and being at Kandewadi known as "Pandurang Balibhadra Chawls" in the City and Registration Sub-District of Bombay containing by admeasurement 1657.41 sq. yds or thereabouts and entered in the Books of the Collector of Land Revenue under C. R. R.No.117, Old NO.61, New Nos.576, 577, Old Survey No.482, New Survey No.1/7515, Cadastral Survey No.430 of Girgaon Division and in those of the Assessor and Collector of Municipal Rates and Taxes under "D" Ward Nos. 65A-67, 67A, 67AA, 63-65-65B, 65 to 65D, 65E, 65H-65A and bounded on the East by the property of Madhavji Jesing and others, on the West by the property of Govind Anandrao and Others, Trustees of Kasar Saasthan, on the North by Kandewadi Lane and on the South by the property bearing C. S. No.370.

Handwritten notes in a rectangular box: 'कसार - २', '२२००.०४', '१२९०', and '२०२२'.

**THE FIFTH SCHEDULE HEREINABOVE REFERRED TO**

ALL THAT piece or parcel of pension and tax land or ground with the messuage tenement of dwelling house standing lying and being at 1<sup>st</sup> Khateralli Lane in the Registration Sub-District of Bombay in the island or Bombay containing by admeasuring 344 square yards equivalent to 287.63 Sq.mtrs. and registered in the books of the collector or of land Revenue under Old No. 140 New No. 1224, 1284, New Survey No. 7566 and Cadastral Survey No. 378 of Girgaum Division and in the books of Collector of Municipal Rates and Taxes under "D" Ward No 1005 Old Street No. 7 and New Street No. 58 and bounded as follows:

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On or towards the East : By the Khateralli Lane

On or towards the West : By property bearing C.S.No. 373

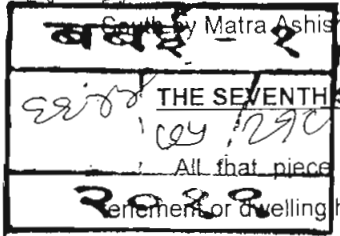
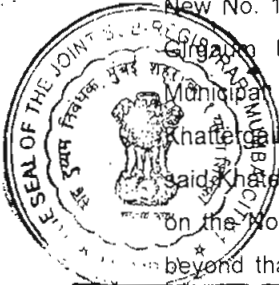
On or towards the North : By the property formerly Bearing C.S No 379

On or towards the South : By the property bearing C.S.No. 378/1.

**THE SIXTH SCHEDULE HEREINABOVE REFERRED TO :**

ALL THAT piece or parcel of pension and tax land or ground with the messuage tenements or dwelling house standing thereon situate lying and being at Khattergalli Lane in the Registration Sub-District of Bombay, admeasuring 116 sq.yds. (i.e. 96.99 sq.mtrs.) or thereabouts and registered in the books of the Collector of Land Revenue under Old No. 140 New Nos. 1124, 1264, New Survey No. 7566 Cadastral Survey No. 378 (part) now bearing Cadastral Survey No. 1/378 of Girgaum Division and in the books of the Collector of Municipal Rates and Taxes under "D" Ward NO. 1104 and Street No. 60 and bounded as follow: that is to say on the East by Khattergalli Lane, on the West by the property of Ebrahim Haji Jitekar on the North by the property of Diwakar Moreshwar Vasudev, and on the South by the property bearing No. C.S.No. 377 of Girgaum Division and beyond that Matra Ashish Building.

ALL THAT piece or parcel of pension and tax land or ground with the messuage tenements or dwelling house standing thereon situate lying and being at Khattergalli Lane in the Registration Sub-District of Bombay admeasuring 109 sq.yds. (i.e. 91.14 sq.mtrs.) or thereabouts and registered in the books of the Collector of Land Revenue under Collector's New No. 1120. New Survey No. 7567 and Cadastral Survey No. 377 of Girgaum Division and assessed by the Assessor and Collector of Municipal Rates and Taxes under Ward No. 1003 street No. 62 Khattergalli Lane and bounded as follows: that is to say on the East by the said Khattergalli Lane, on the West by the property of Ebrahim Haji Jitekar, on the North property bearing Survey No. 378 of Girgaum Division and beyond that by the property of Divakar Moreshwar Vasudev and on the South by Matra Ashish Building.



All that piece or parcel of land or ground with the messuage tenement or dwelling house standing thereon situate lying and being at 54, Khattarali Lane, Girgaum in the Registration Sub-District of Mumbai, admeasuring 240 sq yds. equivalent to 200 67 sq. mtrs. and registered in the books of the Collector of Land Revenue under Old No. 140, New Nos. 1121, Old Survey No. 439 and New Survey Nos 7564 and Cadastral

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Survey No. 380 of Girgaum Division and bounded on or towards the NORTH by property bearing C.S. No. 372, on or towards the EAST by the road known as Khattarali Lane on or towards the WEST by property bearing C.S. No. 373 and on or towards the SOUTH by the property bearing C.S. No. 379.

**THE EIGHTH SCHEDULE HEREINABOVE REFERRED TO :**

All that piece or parcel of land or ground with the messuage tenement or dwelling house standing thereon and together with premises admeasuring about 82.08 sq.mtrs. situate on the first floor, situate on Khattarali Lane, now known as Nath Madhav Path, Girgaum, in the Registration District and Sub District of Mumbai, admeasuring 92 sq.yds. equivalent to 76.92 sq.mtrs. or thereabout and registered in the books of the Collector of Land Revenue, under Old No. 140, New No. 1160, Old Survey No. 434 and New Survey No. 7568, Cadastral Survey No. 376, of Girgaum Division and assessed by the Assessor and Collector of Municipal Rates and Taxes under "D" Ward No. 1002, Street No.64, Khattarali Lane (Nath Madhav Path) and bounded as follows: that is to say:-

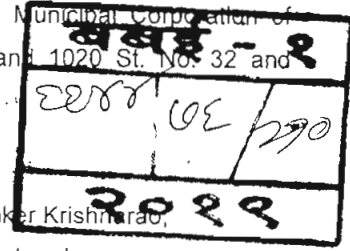
- On or towards the East : By the Khattarali Lane;  
On or towards the West : By the Party of the Jitekar;  
On or towards the South : By the House of Kalchand Devchand Trust;  
On or towards the North : By the House of Radharaman Ladiwala.



**THE NINTH SCHEDULE HEREINABOVE REFERRED TO :**

ALL and singular the piece or parcel of land or ground messuage, tenement and dwelling house known as "Motiram Bhuvan" standing thereon, lying and being at 1<sup>st</sup> Khattergally Street, Girgaum, Bombay - 400 004 in Greater Bombay registered in the Books of Collector of Land Revenue at No. 1266 bearing Survey No. 7553 and Cadastral Survey No. 390 of Girgaum Division admeasuring 150 sq.yds. i.e., 119.57 Sq. mtrs. or thereabouts in the Registration Sub-District and District of Bombay City and Bombay Suburban and assessed by the Municipal Corporation of Greater Bombay under "D" Ward No. 1018 and 1020 St. No. 32 and bounded as follows: that is to say.

- On or towards the West : by Handachi Wadi;  
On or towards the South : by property of Shankar Krishnarao,  
On or towards the East : by Khattergally Street and  
On or towards the North : by property of Janardan Gopal.



**THE TENTH SCHEDULE HEREINABOVE REFERRED TO :**

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All that piece or parcel of land or ground of Bombay pension & Tax Tenure together with the messuage tenements or dwelling house and premises standing thereon situate lying and being at Khatarali Street in the City and Registration Sub- District of Bombay containing by admeasuring 141 Sq yards or thereabouts equivalent to 117 89 Sq. mtrs. or thereabouts and entered in the books of the collector of Land Revenue under Old No. 140 New no. 1255 Old Survey No. 469 and New Survey No 7562 and Cadastral Survey No. 381 of Girgaon Division and assessed by the Assessor and Collector of Municipal Rates and Taxes under D ward No 1009 and Old Street No. 11 and New Street No. 52.

THE ELEVENTH SCHEDULE HEREINABOVE REFERRED TO :

All that piece or parcel of land or ground of the pension and taxed tenure (now redeemed) together with messuage tenement or dwelling house standing thereon situate lying and being at Khatargally Lane, without the Fort of Bombay in the registration sub-district of Bombay containing by admeasurement 183 sq.yds. or thereabouts and registered in the books of Collector of land revenue under the Old No. 140 New No.

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1264 Old Survey No. 475 and New Survey No 7555 and Cadastral Survey No. 980 of Girgaon Division
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THE TWELTH SCHEDULE HEREINABOVE REFERRED TO :

All that piece or parcel of freehold land or ground together with the messuages tenements or dwelling houses standing thereon known as Manilal Mehta building No.42 situate lying and being at First Khatarali Lane, Girgaon without the Fort in the Registration Sub-District of Bombay in the City of Bombay containing by admeasurement 175 square yards or thereabout and 153.01 square meters or thereabouts as per the property card and registered in the Books of the Collector of Land Revenue under old No. 140, New No.1261, Old Survey No.472, New Survey No 7558, Cadastral Survey No 385. Girgaum Division and in the



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Books of the Collector of Municipal Rates and Taxes under D Ward No.1013 and Street No. 42 and bounded as follows: that is to say on or towards the East by the First Khataralli Lane on or towards the West C.S.No. 371 on or towards the North C S No 386 and on or towards C. S. No. 384.

**THE THIRTEENTH SCHEDULE HEREINABOVE REFERRED TO**

ALL THAT piece or parcel of land or ground with the message tenement or dwelling house standing thereon situate lying and being at Mughbhat Cross Lane, "D" ward, Girgaon, Mumbai - 400 004 admeasuring 185 Sq. yds. equivalent to 154.68 Sq. mtrs. on land bearing Cadastral Survey No. 356 of Girgaon Division in the Registration District and Sub-District of Island city Mumbai,

**THE FOURTEENTH SCHEDULE HEREINABOVE REFERRED TO**

ALL THAT piece or parcel of land or ground with the message tenement or dwelling house standing thereon situate lying and being at Khattar ali Lane, "D" ward, Girgaon, Mumbai-400 004 area admeasuring 195.00 Sq.yds. equivalent to 163.04 Sq.mtrs on land bearing Cadastral survey No. 387 of Girgaon Division in the Registration District and Sub-District of island city Mumbai.

**THE FIFTEENTH SCHEDULE HEREINABOVE REFERRED TO**

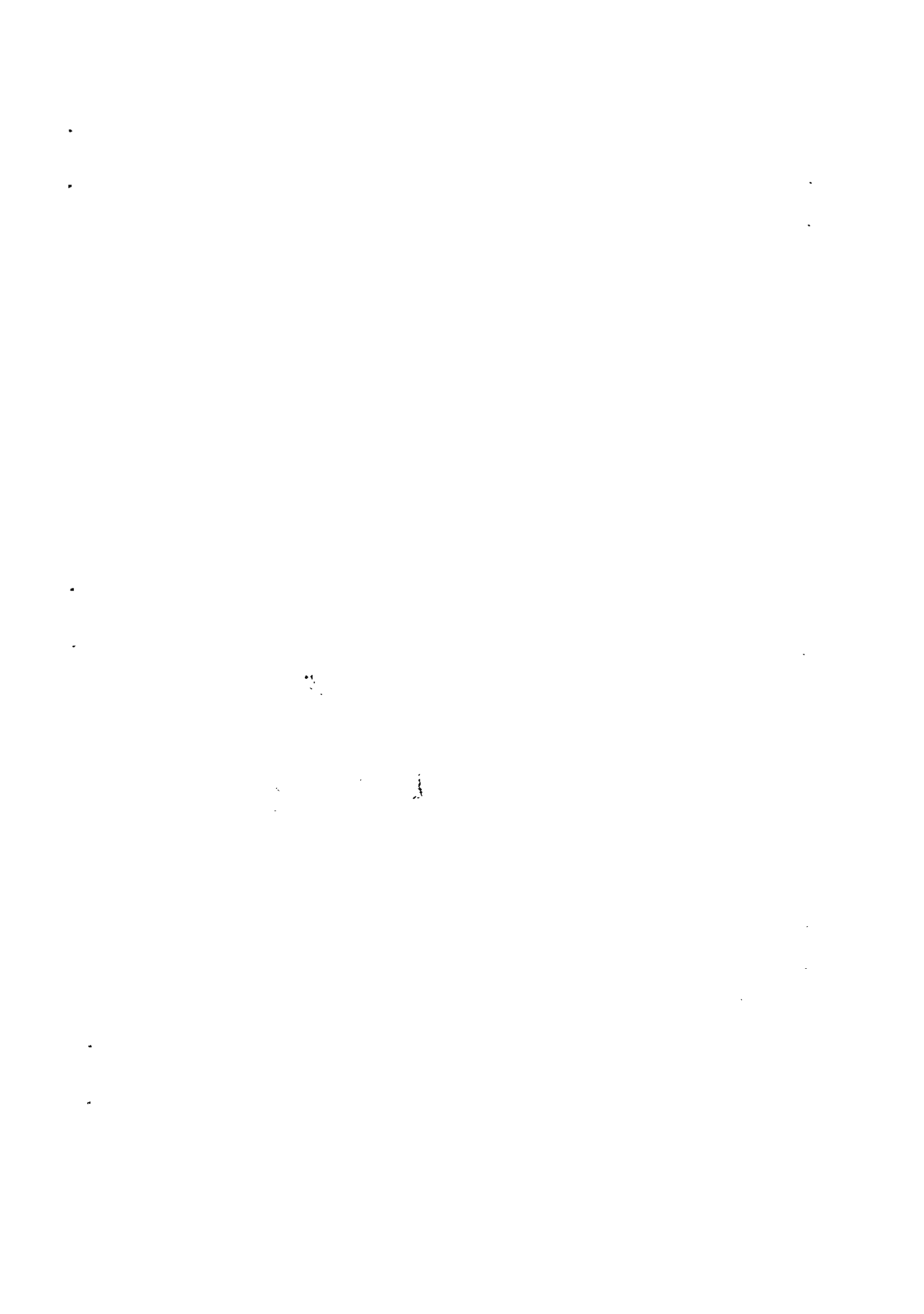
80.96 undivided shares in all that piece and parcel of land together with tenements and building standing thereon bearing No 56 popular name known as Shrinath Bhavan, bearing Cadastral Survey No. 379 of Girgaon Division situated at the Junction of Thakurdwar Road and Khattar Sully Lane, Mumbai 400 004 admeasuring 161 37 Sq. mtrs or thereabouts assessed by the Municipality of Bombay under D-ward No D-1006/56 in the city and registration District and Sub district of Mumbai.

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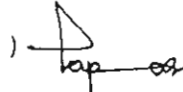


IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands to this writing the day and year first hereinabove written.

SIGNED AND DELIVERED BY THE )

Withinnamed "PROMOTERS" SHREEPATI )

JEWELS (A.O.P.) R. R. CHATURVEDI )



) (Tapas R. Chaturvedi)

Through its Member

(1) TAPAS RAJENDRA CHATURVEDI



In the presence of :

1. Pahadsingh

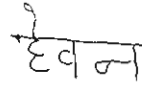
2. Bhairu

)

SIGNED AND DELIVERED BY THE )

Withinnamed "THE TENANT/OCCUPANTS" )

SHRI HEVANKANWAR PAHADSINGH DAHIYA )

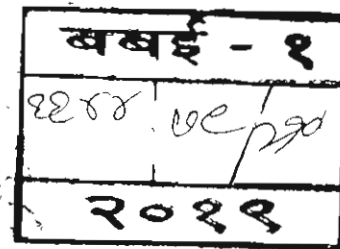
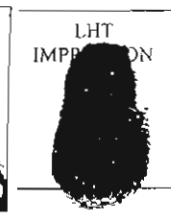


In the presence of

1. Pahadsingh

2. Bhairu

)



**RECEIPT**

RECEIVED of and from the within named Tenant/Occupant SHRI HEVANKANWAR PAHADSINGH DAHIYA a sum of Rs. 24,00,000/- (Rupees Twenty Four Lakhs Only) towards the full and final consideration for transfer of the said residential premises herein above written in the following manner:

Particulars			Amount
RTGS/Chq. No.	Date	Bank	
BKID821600184262	20/04/2019	Bank of India	24,00,000/-
Total Rs.			24,00,000/-

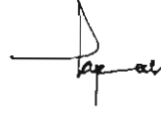
Witness

1) Pahadsingh

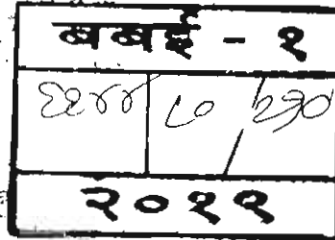
2) Bheem

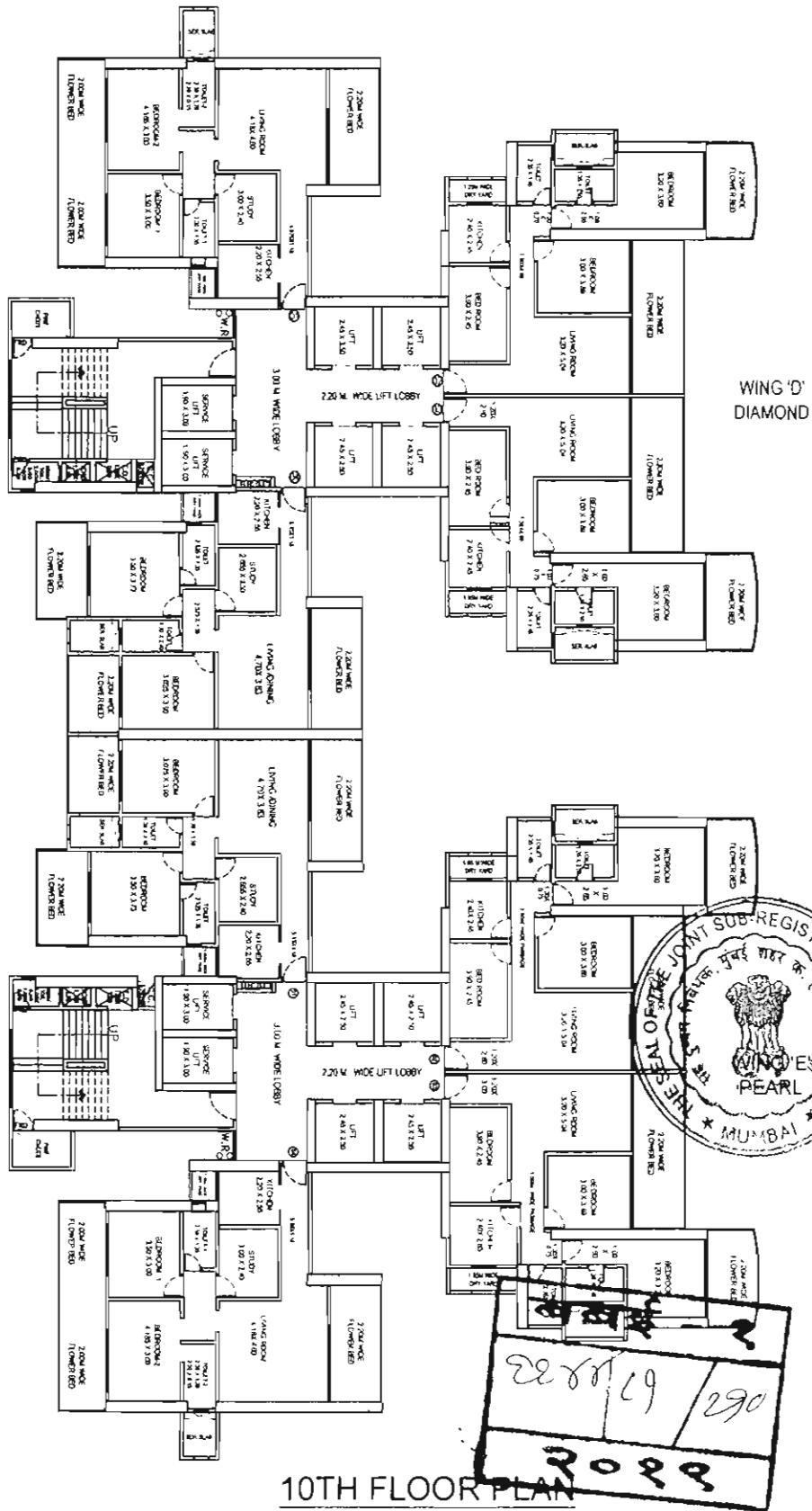
We say received

For Shreepati Jewels (R. R. Chaturvedi) AOP



(Shri Tapas Rajendra Chaturvedi)  
Member of AOP





10TH FLOOR PLAN

NORTH

<p>BUYERS/TENANTS NEW PREMISES AGREED TO BE PROVIDED</p> <p>WING - E (PEARL)</p> <p>FLAT NO - 1002</p> <p>FLOOR - 10TH</p> <p>ADMEASURING CARPET AREA - 73.86 Q.MT.</p> <p>FLOOR BED AREA -</p>	<p>SIGNATURE OF BUYERS/TENANTS</p> <p>SIGNATURE OF OWNERS C A TO OWNERS</p>	<p>PROJECT</p> <p>PROPOSED REDEVELOPMENT ON AMALGAMATED PLOT BEARING C.S NOS 370 371 &amp; 391, GIRGAON DIVISION AT LATYA GHARPURE MARG &amp; KHATTAI ALI LANE MUMBAI - 400004</p> <p>ARCHITECT</p> <p>L. D. SHAH (L. D. SHAH &amp; KALPESH L. SHAH)</p> <p>ARCHITECT CONSULTING STRUCTURAL ENG GOVT APPROVED</p>
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मुंबई इमारत दुरुस्ती व पुनर्रचना मंडळ  
(महाडाचा घटक)  
MUMBAI BUILDING REPAIRS AND  
RECONSTRUCTION BOARD  
(A MHADA UNIT)



No. K/NOC/F-1405/375-MBRRB-04

Dated:- 23 AUG 2004

To,  
Shri R. R. Chaturvedi & Others.  
Shreepati Arcade,  
4th floor, Shreepati Arcade  
A. K. Marg, Nana Chowk,  
Mumbai - 400036.

Sub :- Redevelopment of property bearing C.S.No. 371 & 391 of  
Girgaon Divn, Ward Nos. D-1022-1027, 1031(1-2), 1030, 1029,  
1020, 1019 Bldg. Nos. 24, 24A, 24B-24C, 24D, 28 & 30  
Khattarali lane, Gurgaon, Mumbai known as "Sukhanand  
Chawls"

Ref :- Your Architect M/s M. N. Purohit & Associates  
23.07.2004 addressed to the Executive Engineer, D.C. & B.C. Deptt.  
MBRRB.

Gentlemen,

With reference to the above subject matter and letter under reference, the  
"Objection Certificate" is hereby granted for redevelopment of captioned property with  
FSI 2.5 or the FSI required for rehabilitation of existing occupiers plus 60% incentive  
FSI, whichever is higher, in accordance with the modified D.C. Regulation 33(7) and  
Appendix - III to this Regulation 33(7) sanctioned by the Govt. in Urban  
Development Department Mantralaya vide Notification published in Govt. Gazette  
dated 25<sup>th</sup> January 1999, subject to the following terms and conditions -

- 1) All the occupants of the old building shall be reaccommodated in the redeveloped  
building. Each occupant shall be rehabilitated and given the equivalent carpet area  
as occupied by him for residential purpose in the old building subject to the  
minimum carpet area of 20.90 sq.mt. (225 sq.ft.) and/or maximum carpet area 70  
sq.mt (753 sq.ft.) as provided in the MH&AD Act, 1976. In case of non-  
residential occupier, the area to be given in the redeveloped building will be  
equivalent to the area occupied in the old building. Accordingly the plans be got  
approved from M.C.G.M.

गृहनिर्माण खन, वाटे (पूर्व), मुंबई - ४०० ०५१.  
दूरध्वनी : २६५१ २०००, २६५१ २६२२, फॅक्स : (०२२) २६५१ २०५८  
पत्रपेटी क्र. ८१३५

Griha Nirman Bhavan, Bandra (East), Mumbai - 400 051  
Phone : 2659 2000, 2659 2622, Fax : (022) 2659 2058  
Post Box No. 835



- 2) After completion of the new building, the new tenements constructed for rehabilitation of the tenants / occupants of the old cessed building as certified by the Executive Engineer, "D-1" Divn / MBRRB, shall be handed over to the Executive Engineer, "D-1" Divn / MBRRB & Estate Manager(CT), MBRRB for allotment to respective tenants / occupants.
- 3) There should not be any discrimination in providing rehab area to all occupant. The minimum & maximum area should be allotted as per rules & no clubbing of areas is allowed.
- 4) After issue of this NOC & till giving possession of tenements to the original occupiers in the new building to be constructed, sale / transfer of tenancy rights by any of the original occupiers shall not be allowed under any circumstances.
- 5) You will have to pay an expenditure amounting to Rs.43,43,038/- incurred by the Board towards structural repairs /propping/demolition, processing of reconstruction scheme / land acquisition etc. at the office of the Asstt. Accounts Officer (South)/ MBRRB & produce certified xerox copy of receipt of payment to this office within one month from the date of intimation by this office. In future, if additional expenditure over & above Rs. 43,43,038/- is found incurred, the same will also have to be repaid to the Board as & when Board demands.
- 6) The plans of the proposed building shall be submitted to MCGM within 6 months from the date of issue of this NOC positively for its approval, failing which the NOC will stand cancelled. As far as possible provision of 225.00 sq.ft. to 300.00 sq.ft. carpet area shall be made in the proposed building plans for handing over to this office on account of surplus Built Up Area to be surrendered to the Board, if any.
- 7) You will have to communicate the actual date of commencement of work and to submit progress report of the redevelopment scheme by every month till completion of scheme to the Executive Engineer, "D-1" Divn / MBRRB. The Executive Engineer, "D-1" Divn / MBRRB will supervise the construction work for rehab portion of existing tenements & surplus tenement made available to the Board as per the plans of building by law & DCR 33(7).
- 8) You will have to furnish the certificate from the concerned Officer of MCGM to the effect that the repair cess is paid up-to-date, before demanding part/full occupation certificate to the newly constructed building.
- 9) During the period of reconstruction, you will have to provide temporary transit accommodation to the occupiers of old building. Such Transit Camps if constructed on the same plot should be demolished within one month from the date of Occupation Certificate granted by MCGM for the reconstructed building.

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You shall pay the rent at the rate of Rs. 600/- per month for such tenants/occupants who might be staying in the Board's Transit Camp and at the rate of Rs. 1200/- p.m. if found staying in the multi-storeyed Transit Camp building at Sion from the date of issue of NOC, till they are re-housed in the newly reconstructed building.

- 10) If you fail to start the redevelopment work within 12 months from the date of issue of NOC, the Board reserves the right to cancel the NOC, without any notice which please note.
- 11) The exact surplus built up area if any as provided in the III<sup>rd</sup> Schedule of MHAD Act-1976, shall be communicated to you after you submit to this office the plans of proposed buildings with permissible FSI, duly approved by MCGM and depending upon Government orders if any received in future. The surplus area, if any required to be surrendered to the Board will have to be made available to the Board at an amount as may be decided by the Board.
- 12) The reconstruction of new building for the rehabilitation of old occupiers shall be completed within a period of 30 months from the date of issue of this NOC. In case you fail to do so, extension to the above time limit may be granted by Board depending on the merits of the case and on payment of an extension fee of Rs 5000/- or an amount as decided by Board.

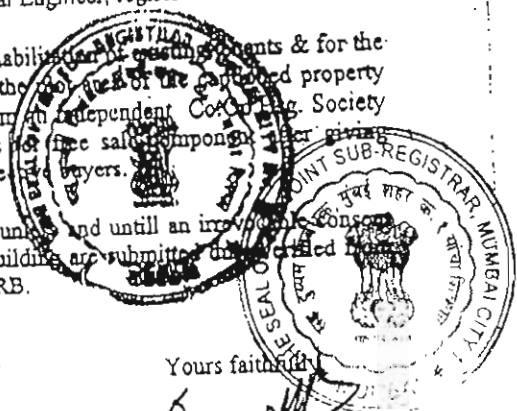
- 13) After issue of NOC, during course of demolition of old buildings & during course of redevelopment work if any mishap / collapse occurs, the entire responsibility of the same will lie with NOC holder. However all the necessary precautionary measures shall be taken to avoid mishap / collapse & the work of demolition & redevelopment shall be carried out under strict supervision of Architect and R.C.C. Consultant.

It shall be your sole responsibility hence forth to carry out repairs to the old building at your risk and cost, whenever such repairs are deemed to be necessary as decided by the M.B.R. & R. Board.

- 14) The proposal of issue of NOC for obtaining occupation certificate from the newly constructed building will have to be submitted to the Executive Engineer, "D-1" Divn / MBRR Balanagar to the following information.
- a) Copy of approved plan along with copy of LOD & C.C. from M.T.C.M. The name of the occupiers against concerned tenements proposed to be allotted in new building should be clearly shown in the plan along with carpet area to be given. Matching statement i.e. Name of occupant, Room No., existing area & proposed allotted area
- b) The concerned Architect & NOC Holder / Developer should give certificate that the newly constructed building is in accordance with the plans approved by MCGM & the tenements constructed for rehabilitation of the occupiers of old building are as per the areas and amenities as prescribed in the agreement executed with the occupiers.

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- c) Certified copies of agreements executed between the occupiers & NOC Holder / Developer.
- d) Photographs of the newly constructed building taken from various angles.
- 15) NOC for Occupation Certificate for the free sale building / component will be given only after all the old occupants, as certified by the Executive Engineer, "D-1" Divn / MBRRB including those who may be staying in the Board's transit camps, have been re-housed in the newly constructed building (s) by complying with the requirements as stated in Sr. No. 14 (a) to (d) above and only after surrendering surplus built-up area as per III Schedule of MH&AD Act, 1976, if any.
- 16) If it is subsequently found that the documents/information submitted with your application for NOC are incorrect or forged, then this NOC will be cancelled and you will be held responsible for the consequences / losses, if any thereof arises in future.
- 17) The Board will not be responsible for certifying the correct area of non-cessed structures if any on the said property, as certified by your licensed architect, as this does not fall within the purview of the Board.
- 18) Necessary trial pits/Trial bores shall be taken at the captioned property to ascertain the bearing capacity of the soil and foundation shall be designed accordingly R.C.C. design of the new proposed building shall be prepared taking into account the aspect of Mumbai Seismic Zone and same should be got approved from R.C.C. consultant / structural Engineer, registered with MCGM.
- 19) As far as possible separate building for rehabilitation of existing tenants & for the purpose of free sale, taking into account the total area of the captioned property shall be constructed. You will have to form an independent Co-Operative Society for rehab building of tenants as well as for free sale component after giving possession to the existing tenants & prospective buyers.
- 20) Building No: 28 shall not be demolished until and until an irrevocable Consent from atleast 70% occupiers of the said building are submitted and certified by Executive Engineer, "D-1" Divn. / MBRRB.



Yours faithfully,

*[Signature]*

Chief Officer,  
M.R. & R. Board, Mumbai.

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ANNEXURE - 'B'

ITEM NO.1 COURT NO.2 SECTION IX

SUPREME COURT OF INDIA  
RECORD OF PROCEEDINGS

IA 1-2/2002 in CIVIL APPEAL NO. 4063-4064 OF 2002

MANGESH JANARDHAN MOHITE AND ORS. Appellant (s)

VERSUS

STATE OF MAHARASHTRA AND ORS. Respondent(s)

(For directions and exemption from filing original paper books of Civil Appeal and office report)

Date: 18/08/2006 These Appeals were called on for hearing today.

CORAM :

HONBLE DR. JUSTICE A.L. LAKSHMANAN  
HONBLE MR. JUSTICE TARUN CHATTERJEE

For Appellant(s) Mr. Shivaji M. Jadhav, Adv.

Mr. M.N. Shroff

Mr. S.V. Deshpande

Mrs V.D. Khanna

Mr. Abhijat P. Medh

For Respondent(s) Mr. Arun Bhardwaj, Sr. Adv.

Mr. S.V. Deshpande, Adv.



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Mr. Pramit Saxena, Adv.  
Mrs. Anuradha Rurtagi, Adv.  
Mr. Ashutosh, Adv.  
(For applicant-State/Respondent no.1)

Mr. Mukul Rohtagi, Sr. Adv.  
Mr. Mukesh Kumar, Adv.  
Mr. Chirag M. Shroff, Adv.  
(For Respondent no.2)

Mr. Tara Chandra Sharma, Adv.  
Mr. P. Avir Choudhary, Adv.  
Mr. Shridhar Y. Chitale, Adv.  
Mr. Abhijit P. Madh, Adv.  
Mr. V.N. Raghupathy, Adv.  
Mr. Ravindra Keshavrao Adsure, Addl. Govt. Adv.

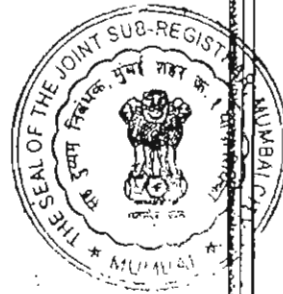
UPON hearing counsel the Court made the following

ORDER

Heard Mr. Arun Bhardwaj, learned Senior Counsel for the applicant-State/Respondent no.1, Mr. R.K. Adsure, Addl. Advocate, Mr. Mukul Rohtagi, learned Senior Counsel for respondent no.2 (Mr. A), learned counsel for the owner & developer and the learned counsel for the tenant. The prayer (a) in IA no.1/2006 is made in the State of Maharashtra.

Prayer reads thus:

"perme the applicant-State of Maharashtra to consider the application of respondent no.5 to 8 i.e. Shreepali Group of Companies (R.R. Chaturvedi & Ors.) to develop the adjoining property being C.S. Nos.371 and 391 of Girgaum Division amalgamating the same with Pimpalwadl, name'y, C.S.No.370 under the provisions of D.C. Rule 33(7) r/w 33(9) as well as clause 5(7) and 10A of Appendix III under PCR 33(7)



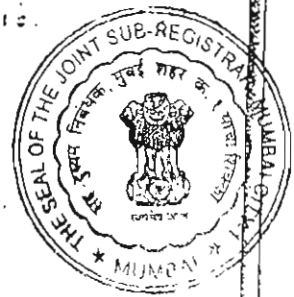
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and that if found feasible, then State Government may kindly be permitted to dispose of the said application of respondent no.5 to B.L. Shreepati Group of Companies (R.R. Chaturvedi & Ors.), dated 12.2.2006 in accordance with law."

Since the learned Counsel for MHADA, owner, developer and Tenant, who are parties to these proceedings have no objection in allowing this I.A. in terms of prayer (a), I.A. No.1/2008 stands allowed. I.A. 2 is disposed of.

(A.D. Sharma)  
Court Master

(Phoolan Wali Arora)  
Court Master



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ANNEXURE - 4

ईसात दुकती व पुनरचना मंडळ  
अपा वटक  
**MUMBAI BUILDING REPAIRS AND  
RECONSTRUCTION BOARD**  
MHADA UNIT)

ANNEXURE - 4



No. R./NOC/F-430/6482/MBRRB-06

Dated:-

-2 DEC 2006

To,  
Shri. R.R.Chaturvedi & others,  
M/s Shreepati Group of Companies,  
Shreepati Arcade, 4<sup>th</sup> floor,  
A.K.Marg, Nana Chowk,  
Mumbai 400 036.

Sub:- Redevelopment of property at C.S.No. 370, 371, 372, 391 & 430 of Girgaon Divn., under DCR 33(7) read with 33(7)

Ref:- Your letter dated 28.09.2006, 15.11.2006 & 02.12.2006



Please refer to your above referred letters.

In this connection, you are informed that this office has no objection for amalgamation & development of property bearing C.S.No. 371, 372, 391 & 430 alongwith property bearing C.S.No.370 subject to following terms & conditions.

1. The FSI permissible will be 4.00 on gross plot area as per the provisions of DCR 33(9) read with 33(7).
2. The number of tenements to be handed over to the Board will be communicated to you after getting the proposal of Joint Venture approved from the Govt. At present provision of 134 tenements are proposed for MHADA.
3. The plans of the proposed bldg. shall be prepared & processed for approval of the MCGM through MBRRB.
4. The development work on C.S.No. 371, 372, 391 & 430 shall not be started unless & until the proposal of the Joint Venture is approved by the Govt. & permission to that effect is granted by this office.
5. The revised Development Agreement will be executed by you with MBRRB after approval of Govt.
6. The copy of undertaking enclosed herewith.



This letter shall not be constructed as a NOC but a letter only to approach MCGM for getting the proposed bldg. plans approved from the MCGM.

O.C. approved by  
Chief Officer/MBRRB

For, Chief Officer,  
M.B.R. & R. Board, Mumbai.

गृहनिर्माण भवन, वाटे पूर्व, मुंबई-४०००५१,  
दूरधनी क्रमांक: २६५९०५७२, ५६५०५३१८  
फॉक्स: (०२२) २६५९ १३१०/२०५८, पत्रपेठी क्रमांक: ८१३५

Griha Nirman Bhavan, Bandra (East), Mumbai 400 051.  
Phone : 26590472, 50405310, Fax : (022) 2659 1397 / 2058  
Post Box: 8135



ANNEXURE - "D"

**MUNICIPAL CORPORATION OF GREATER MUMBAI**

**No.ER/8190/D/A**

22/8/07

To,

1] Shri R.R. Chaturvedi & Other,  
Developers  
Shreepati Arcaoe  
4<sup>th</sup> Floor, Nana Chowk  
Mumbai 400 036

Ex Eng B  
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At

2] Chief Officer, M.B.R. & R. Board  
Griha Niman Bhavan  
Bandra (East),  
Mumbai 400 051

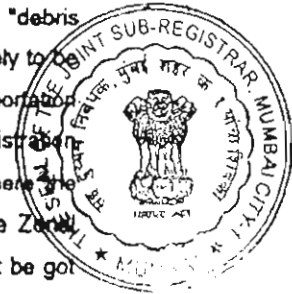
Sub: Proposed redevelopment of property bearing  
C.S.No.370, 371, 372 and 391 of Girgaum  
Division situated at Taty Gharpure Marg and  
Khattar All Junction In D Ward

Ref: Your letter dated 5.2.2007.

Sir,

With reference to above letter this is to inform you that the amended plans  
submitted by you are hereby approved subject to following conditions :

- 1] That all the conditions of I.O.D. under even No. dated 24.5.2001 and  
amended plan approved letter dated 15.6.2005 shall be complied with.
- 2] That the builder / developer / owner shall not prepare a "debris  
management plan" showing the prospective quantum of debris likely to be  
generated, arrangements for its proper storage at the site, transportation  
plan of the agency appointed for the same, with numbers and registration  
numbers of vehicles to be deployed and the final destination where the  
debris would be unloaded by them and submit the same to the  
Executive Engineer of S.W.M. Department and the same shall not be got  
approved before demolition of existing building or commencing any  
construction activity;
- 3] That the revised structural design/calculations/details/drawings shall be  
submitted before extending C.C.
- 4] That payments towards following shall be made before asking for C.C.
  - a. Development charges :
  - b. Premium towards condonation of physical R.G. :
  - c. Extra Water/Sewerage charges at A.E.W.W. D-Ward office.
  - d. Premium towards staircase, lift, lift lobby area
  - e. Premium towards additional balcony enclosure
  - f. Layout fees
  - g. Deposit of provisions for double height of duplex flats
- 5] That the Regd. Undertaking against misuse of part terrace proposed at  
20<sup>th</sup> and 21<sup>st</sup> floor shall be submitted before asking for further C.C.



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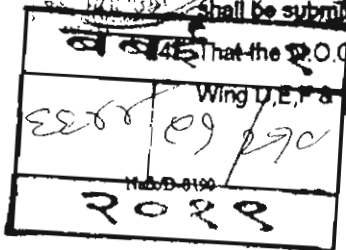
6. That the N.O.C. from MHADA mentioning B.U.A. to be surrendered to MHADA if any shall be submitted before asking for further C.C. and such B.U.A. shall be marked on plan and plans shall be got amended from this office.
7. That the final N.O.C. from C.F.O. shall be submitted before asking for Occupation permission.
8. That the drainage layout shall be revised and be got approved from this office before carrying out further drainage work.
9. That the N.O.C. from M.T.N.L. for Wings D,E,F,G shall be submitted.
10. That the final N.O.C. from MHADA shall be submitted before asking for occupation permission to sale component of building.
11. That the additional water & sewerage charges shall be paid before endorsing C.C.
12. That the final N.O.C. from Tree Authority shall be submitted before asking for occupation certificate.
13. That the C.C. shall be got endorsed as per the amended plan.
14. That the work shall be carried out strictly as per approved plan.
15. That the final Structural stability certificate shall be submitted before asking for B.C.C.
16. That an undertaking stating to hand over the setback land free of cost to M.C.G.M. before granting the occupation of proposed residential building shall be submitted.
17. That the N.O.C. from Inspector of Lifts shall be submitted.
18. That the N.O.C. from E.E.T.&C. shall be submitted before asking C.C. to Wing D,E,F,G.
19. That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid waste Management of M.C.G.M. shall be provided.
20. That the provision of Rain Water Harvesting as per the diagram proposed by approved consultant in the field shall be made in the satisfaction of Municipal Commissioner shall be provided.

21. That the N.O.C. from C.A.U.L.C. for the C.S.No. 372 shall be submitted before asking C.C.

22. That the final order that may be passed by Hon'ble Supreme Court in pending SLP's shall be obeyed.

23. That the N.O.C. of Police Commissioner to retain the temple structure shall be submitted.

24. That the N.O.C. from M.O.E.F. shall be submitted before asking C.C. for Wing D,E,F & G.

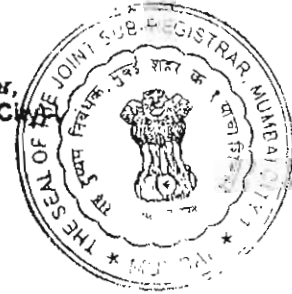


25. That the regular N.O.C. from M.B.R. & R. Board for C.S.No. 372 shall be submitted.
26. That the revised N.O.C. from H.E. Dept. shall be submitted
27. That the revised N.O.C. from E.E.(S.W.D.) shall be submitted.
28. That the revised N.O.C. from S.P.(P. & D.) shall be submitted
29. That the revised N.O.C. from B.E.S.T. for proposed sub station shall be submitted.
30. That the fresh tax clearance certificate from A.A. & C. D Ward shall be submitted.
31. That the N.O.C. from Ch.E.(M&E) for ventilation shaft shall be submitted.
32. That the existing structure proposed to be demolished shall be demolished under the guidance and supervision of Structural Engineer by taking extra<sup>more</sup> care to avoid any mishap
33. That the requisition of clause No. 45 and 46 of D.C. Regn. 91 shall be complied with and records of quality of work, verification of report shall be kept on site till completion of work

A set of amended plans duly stamped/signed is hereby returned as a token of approval.

Yours faithfully,

*[Signature]*  
Executive Engineer,  
Building Proposals (City)



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ANNEXURE - 'E'

C-1113

MUNICIPAL CORPORATION OF GREATER MUMBAI

NO.EB/ 8190/ D/ A of /08/2009

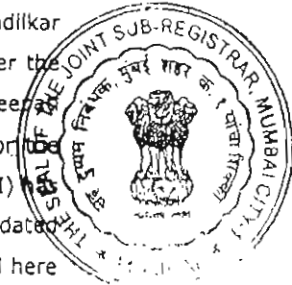
To,  
Principal Secretary  
U.D. Department  
Govt. of Maharashtra  
Mantralaya  
Mumbai 400 032

Sub: Proposed redevelopment of property bearing C.S.Nos. 427 - 439 (Phase III) and C.S.No.373, 374, 375, 376, 377, 1/378, 378, 379 & 381 - 390 (Phase IV) by amalgamating the same with C.S.No.370, 371, 372, 391 (Phase I and II) of Girgaon Division surrounded by Khadilkar Road on North side and Khattar Ali Road on East side in D Ward under D.C.Regn.33(9)

Ref: This office letter no CHE/1173/D14 dated 17-07-2009 (Copy enclosed for ready reference)

Sir,

In this case, Architect Shri L.D. Shah has submitted the proposal for cluster Redevelopment on plot bearing C. S. Nos.427 - 439 (Phase III) and C.S.No. 373, 374, 375, 376, 377, 1/378, 378, 379 (Phase IV) and also C.S. 381-390 which were first supposed to be included in the phase II are now included in the Phase IV by amalgamating the same with C.S.No.370, 371, 372, 391 (Phase I and Phase II) of Girgaon Division surrounded by Khadilkar Road on North side and Khattar Ali Road on East side in D Ward under the provisions of D.C.Regn.33(9) on behalf of developer M/s.Shree Investment, a Unit of Shreepati Group of Companies. The proposal for Phase I and II comprising of C.S.No.370, 371, 372, 391, (Phase I and II) already referred to U.D.Department under No.CHE/1173/DPC dated 17.07.2009 for an area of 12318.36 Sq.Mt. Further it is to be mentioned here that the proposal under D.C.Regn.33(7) for redevelopment of plot bearing C.S.No.434 has been received in this office by other developer and MHADA has granted N.O.C. for the same. The proposal is under scrutiny.



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The details of the redevelopment in Phase III and IV are as under:-

**A1 Details of plots**

1	Plot area (Phase I to IV)	34019.96 Sq.Mt. (Including plot No.434)
2	Setback	2896.28 Sq.Mt.
3	Reservation	Municipal School, Public Housing/ Housing for Dis housed, Recreation Ground and D.P. Road
4	Area under D.P. road	2712.83 Sq.Mt.

**B1 Details of the proposed development**

In this case, Architect has proposed the redevelopment of cluster comprising of C. S. Nos.427 - 439 (Phase III) i.e. Including C.S.No.434 and C.S.No.374, 374/2, 375, 376, 377, 1/378, 378, 379 and 373 (Phase IV) and also included C.S.No.381-390 (Part Phase II). High Power Committee in their meeting dated 28.7.2009 has approved in principle the proposal and is now to be referred to the U.D. Department, Govt. of Maharashtra incorporating the suggestions of High Power Committee. Copy of the minutes of meeting of the High Power Committee may please be seen as at Pg. <sup>C-1065</sup> to C-107

**C1 Layout / Amalgamation / Sub-division :-**

The proposed redevelopment is for the plot bearing C.S.Nos.427 - 439 (Phase III) and C.S.No.373, 374, 374/2, 375, 376, 377, 1/378, 378, 379, 388-390 (Phase IV) admeasuring 34019.96 Sq.Mt. (including plot No.434). Hence the layout is necessary as per D.C.R.21(c). In phase I and II, Wing B, F, G were proposed for rehabilitation of existing tenants and Wing A, D, E were for the sale component. Now Architect has proposed Wing H, I, J, K for rehab tenants. Tower IV and V and Twin Tower VI and VII are for sale. The rehab wings comprising of Ground + 20 upper floors and Ground + 30 upper floors whereas sale buildings are Ground + 54 upper floors. Architect has also proposed school building in Phase IV having built up area of 2400.00 Sq.Mt. out of which 433.58 Sq.Mt. to be handed over to M.C.G.M. as against the reservation of Municipal Primary School. Architect has also proposed to construct a hospital building with the built up area of 2400.0 Sq.Mt. abutting All Road out of incentive F.S.I as per clause 8 of modified 33(9) of



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**D) Ownership / consent**

There are total 36 Nos. of plots for proposed cluster development under Modified 33(9) of DCR 1991. As per the said regulation, 70% consent from the owner is required i.e. for Phase I to IV. 27 Nos. of plot owner's consents are required. Out of which, ownership of 4 plots of bearing C.S.No.370, 371, 372 and 391 has been submitted by developer for Phase I and II. Now owner has submitted ownership in the form of consent from owner / P.R. Card for 17 Nos. of plots and has submitted Registered Undertaking for remaining 10 plots and agreed to submit the same before issue of I.O.D. i.e. after issuing L.O.I & on compliance of L.O.I, I.O.D will be issued.

It is to be mentioned here that the proposal under D.C.Reg.33 (7) for redevelopment of plot bearing C.S.No.434 has been received in this office by other developer and MHADA has granted N.O.C. for the same. The proposal is under scrutiny. As the proposal has been approved by the High Power Committee on 28/07/2009 and recommended to the Govt. of Maharashtra. in U.D. Department and stated by developer. The above property that fall under Non Consenting Landlords within 30%. Hence, the MHADA shall be directed to keep the NOC granted under DCR 33/7 in abeyance and Dy. Ch. Engr (D.P.) will be directed not to process the plan till specific directives are issued by the High Power Committee.

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**E) Plot Area :-**

As per P.R.Card, the plot area for Phase III and Phase IV is 20010.07 Sq.Mt. (including plot No.434). Plot area for Phase I and II for which proposal was already processed is 12318.36 Sq.Mt. as such the part portion of phase II of balanced area 1691.43 sqm. is also included in this phase IV, the total plot area of the amalgamated plot would be 34019.96 Sq.Mt. (Including No.434).



**F) Permissible F.S.I. / Built up area :-**

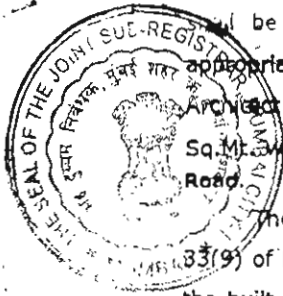
As the proposal is to seek the permission of U.D. Department in Govt. in Maharashtra to grant the LOI, the permissible F.S.I. / permissible built up area cannot be certified at this stage. On receipt of LOI, the developer will obtain the IOD and on the basis of Architect's certification and IOD issued will

be with the condition that the area certified by MHADA / MCGM or any other authorities will be accepted and binding and plans shall be modified accordingly from the Building Proposal Department. The developer will obtain the consent from the tenants, which will be submitted to the respective authorities for certification. The eligibility of the tenants will be certified by the respective authorities and on receipt of certification, Architect / Developer will be asked to amend the plans as per concessions granted by the Govt. of Maharashtra and list certified by respective authorities. The developer has stated that once Irrevocable consent is signed by the tenants / occupants either in D.C.R.33 (7) or in D.C.R.33 (9) and once the scheme is processed accordingly even if the consent is withdrawn by the tenants / occupants, the scheme should not get affected which is expressed in High Power Committee meeting on 28.07.2009 by the Developer and the same was accepted in principal for recommendation. The tenements to be handed over for rehabilitation tenements will be handed over to the respective authorities for allotment purpose.

in amenity of Municipal Corporation

G1 DUBB

The plot bearing C-74274 (PT) is reserved for the purpose of Municipal Primary School. The plot area under the reservation is approximately 433.58 Sq.Mt. As per Clause 7(f) of modified 33(9) of DCR 1991 Annexure III-A, built up area equivalent to 60% of plot under reservation with plot area or existing built area of amenity in that plot will be made available free of cost for the Corporation or any other appropriate authority, the built up area to be handed over free of F.S.I. Architect / developer has proposed to hand over the built up area of 433.58 Sq.Mt. within the proposed building of 2400.00 Sq.Mt. abutting Thakurdwar Road.



The built up amenity area will be insisted as per Clause 7(f) of Modified 33(9) of DCR 1991 Annexure III-A. The Architect has proposed to hand over the built up amenity of 433.58 Sq.Mt. and has claimed the incentive on the said built up area. However, as per clause 7(f) of Annexure III-A of U.D.'s Notification, the said built up area is free of F.S.I. and there is no mention to grant incentive on the built up area to be handed over to the M.C.G.M.

However, Architect has requested to grant incentive on built up area to be handed over to M.C.G.M. The exact area to be handed over will be

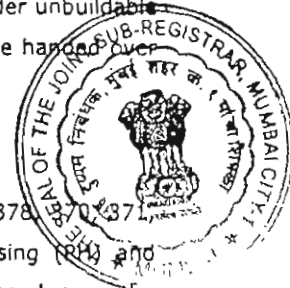
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ascertained at the time of approval of plans by Ex.Eng.(B.P.) City. It is for the consideration of GoM in UDD to issue directions for the same.

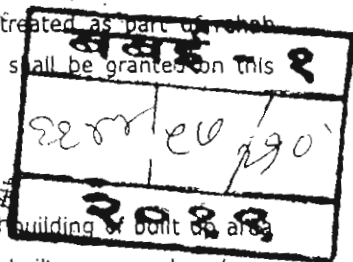
**HI Reservation of Recreation Ground**

The plot bearing C.S.No.429 and C.S.No.430 is having reservation of public purpose of Recreation Ground and it is partly acquired by M.C.G.M. As per GIS the area for recreation ground reservation bearing plot C.S.No.429 & 430 is 2215 sqm & 1347 sqm respectively, whereas from the reservation book the RG has been reserved for an area of about 3553.54-sqm. However, as per Govt Notification u/no.TPS-4395/1718/CR/385/95/UD-11 dated 06/03/1996 (copy at page C/589), the part RG has been changed to Residential Use. As per Architect's representation, the plot area under reservation is 2470.28 Sq.Mt. The developer has proposed to hand over R.G. of 1398.28 Sq.Mt. at ground floor level abutting Tatyia Gharpure Marg and 1424.95 Sq.Mt. at podium level of sale building with uninterrupted access for citizens. As per clause 7(c) of Appendix III-A, 50% of land under unbuildable reservation shall be developed for the same purpose and to be handed over to M.C.G.M. subject to minimum 500.00 Sq.Mt.



**II Public Housing / Housing for Dishoused**

The plot bearing C.S.No.388 to 390, 376, 377, 378, 1/378, 435 and 434 is reserved for public purpose of Public Housing (PH) and Housing for Dishoused (HDH). Architect has proposed to hand over the tenements to the M.C.G.M. as per U.D. Notification u/No.TPB/4307/2226/CR-54/2007/UD-11 dated 17.7.2008 under Section 37(1) of M.R. & T.P. Act, 1966. However, as the said plot is having the existing structures along with the tenants, which are required to be rehabilitated within the cluster, the Architect has stated that the said area shall be treated as part of rehab component and incentive applicable in the cluster shall be granted on this area.



**II Hospital**

Architect /Developer has proposed a hospital building of built up area of 2400.00 Sq.Mt. within the layout in the said built up area has been proposed out of 30% commercial area of the sale component as per Clause (8) of Annexure IIIA of U.D.'s Notification.

**K1 Fire station**

Architect /Developer has proposed fire station with the built up area 450.00 Sq.Mt. The said amenity will be handed over to the M.C.G.M. to cater the needs of adjoining area. Architect has stated that as this is proposed over and above the rehabilitation component, the built up area of this built up amenity proposed to be handed over to M.C.G.M. shall be considered as rehabilitation component and has requested to grant Incentive on this built up area as per Clause of modified 33(9) of DCR 1991 admissible as per D.C.Reg.33(9).

**L1 Police beat chowky**

Architect has proposed police beat chowky of 100.00 Sq.Mt. which will be handed over to the Commissioner of Police, Mumbai through M.C.G.M. Architect has requested to treat this built up area as part of rehab component and has requested to grant Incentive on this built up area admissible as per Clause of Modified D.C.Reg.33(9) of DCR 1991.

**M) Provision of Car Parking :-**

Developer has proposed 1950 nos. of car parks wherein as per D.C.Reg. 1950 nos. of car parks is the requirement. As such there is no condonation of parking spaces. Moreover, High Power Committee member Shri. Sanjay Barve, Jt.C.P.(Traffic) asked the clarification regarding provisions of parking spaces in the entire scheme and insisted for traffic movement plan within the layout alongwith traffic at the outskirts of the layout. The Developer shall obtained clearance from the office of Jt.C.P. (Traffic)'s office and submit the same.



**F.S.I. on setback / D.P. Road**

The plot area of the cluster is affected by setback area of Thakurdwar and Bhattar Ali and Khadlikar Marg and Taty Gharpure Marg; D.P. Road. The Architect / Developer has stated that as the built up setback / D.P. Road are cleared and would be handed over to M.C.G.M. The F.S.I. in the proposed cluster is more than 4.00 as such, It will depend upon the area required for rehabilitation of the tenants within the cluster and not linked with the plot potential. The D.P. road and setback are to be developed by clearing the existing buildings and rehabilitating the tenants within the cluster. As such,

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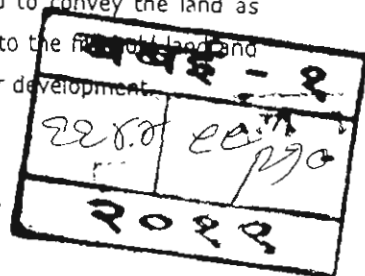
the development of D.P. Road and setback is to be considered at par with the built up amenity and incentive on these areas need to be considered. Architect has claimed the F.S.I. on these D.P. Roads and setback at par with D.C.Regn.33(1) and utilization of this F.S.I. on remainder plot is also allowed as per D.C.Regn: However, it is for the consideration of GoM in UDD as per Clause of Modified 33(9) of DCR 1991.

O] M.C.G.M. acquired R.G.

The plot bearing C.S.No.429 (part) of Girgaon Division is acquired by M.C.G.M. for the public purpose of R.G. High Power Committee vide their meeting dated 28.7.2009 has consented to allow inclusion of the same in the proposed cluster. As the property is owned by M.C.G.M., the sanction of Improvement Committee / Corporation will be required. Architect has stated that they have already approached the Municipal Commissioner and has requested to direct Jt. Commissioner (Improvement) to approach the said committee for seeking sanction in principle to include these properties in the cluster as suggested by High Power Committee. Architect has requested to insist the approval of Improvement Committee / Corporation before granting C.C.

P] Premium for inclusion of M.C.G.M. properties

The developer has agreed to make the payments towards inclusion of land belonging to M.C.G.M. properties bearing C.S.No.429 (Pt) acquired by M.C.G.M. for the public purpose of R.G. at the rate of 25% of Ready Reckoner Rate of the developed land as per Clause 1.1 (VII) of Annexure III-A of D.D.'s Notification dated 2.3.2009. The developer has proposed to make the payment on land component and not at the zonal permissible F.S.I. Architect has stated that as the lands are to be made available for the project if it falls within the proposed Urban Renewal Scheme at the rate of 25% of Ready Reckoner Rate of the prevailing year, the premium is proposed to be paid on the basis of the land component. Developer has agreed to pay required charges as per policy. The developer has requested to convey the land as freehold to the society and it is to be amalgamated to the freehold land and its separate entity would not be possible in the cluster development.

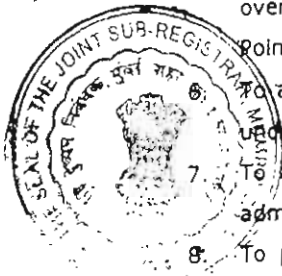


**Q1 Exemption from High Rise Committee**

Architect has requested for the exemption from the High Rise Committee for the building above 70.0 M for rehab as well as free sale building as the proposal is already approved by High Power Committee and has been sent for concurrence to U.D. and on receipt of U.D.'s approval, LOI will be issued. Hence, to avoid delay in the project, Architect has requested to exempt from N.O.C. from High Rise Committee. However, as reflected in the copy of minutes dated 11.07.2009, it is for the consideration of GoM-in-UDD to issue the directives.

**R) Relaxations & Concessions to be granted by GoM in UDD:-**

1. To permit to process the proposal for submitting consent of 17 owners as required against 27 Nos. and submitting remaining 10 plots as per Registered Undertaking before issue of I.C.D. as explained in Point D.
2. To permit to amalgamate the property with a condition in the approval letter that the consent of the Improvement Committee would be taken prior to I.O.D. as explained in Point No. C.
3. To allow incentive on built up amenity of Municipal Primary school as explained in Point No. G.
4. To allow to construct 50% of land under unbuildable reservation to be developed and handed over to M.C.G.M. subject to minimum 500.00 Sq.Mt. as explained in Point No. H.
5. To allow the incentive on the built up area required to be handed over to M.C.G.M. in lieu of reservation of PH/HDH as explained in Point No. I.
6. To allow incentive on built up amenity of Fire Station as admissible under D.C.Reg.33(9) as explained in Point No. K.
7. To allow incentive on built up amenity of Police Beat Chowky as admissible under D.C.Reg.33(9) as explained in Point No. L.
8. To permit to take the benefit of setback at par with the built up amenity and incentive and utilization of F.S.I. on remainder plot as explained in Point No. N.



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**BRIHANMUMBAI MAHANAGARPALIKA**

No. CHE/1577/DPC-~~4~~ .08.2009  
A.P.C.

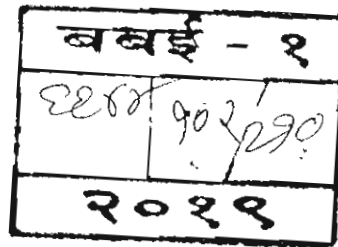
Sub: Proposed redevelopment of property bearing C.S. Nos. 427 - 439 (Phase III) and C.S.Nos. 373, 374, 374/2, 375-379, 1/378 of Girgaum Division situated at Taty Gharpure Marg and Khattar Ali Junction in 'D' Ward.

Ref: 1) Detailed report from Dy.Ch.Eng.(B.P.)City under no. EB/8190/D/A of 18.08.2009 vide page-N/1-7.  
2) Letter to UD under no. EB/8190/D/A vide page nos. C/1065-1071.

Reference is requested to the detailed report submitted by Dy.Ch.Eng.(B.P.) City to Ch.Eng.(D.P.)/ Dir.(E.S.&P.) M.C., vide page-N/1 to N/7. This office remarks on the proposal are as under:

Under the Revised Development Plan of 'D' Ward sanctioned by the State Govt., the land bearing C.S. Nos. 429(pt) & 430 is entirely reserved for Recreation Ground (RG) of C.S. No. 434 & 435 are entirely reserved for the public purpose of Public Housing /High Density Housing. The land bearing C.S.Nos. 373 is partly designated for Municipal Primary school and C.S. Nos. 376, 377, 1/378 & 378 and also C.S.Nos.388 - 390 are reserved for public purpose of Public Housing /High Density Housing. It is also affected by the proposed 12.20mt (40ft) wide D.P. road as shown on the plan vide Page-C/1075 .

The above land is situated in Residential Zone with Shop line facing Taty Gharpure Path as shown in blue line. However, the plot bearing C.S. Nos. 427, 428, 431-433, 436-438, part of 373, 374, 375, 378 of Girgaum Division is not reserved for any public purpose except the widening of existing road.



Reference is now requested the draft letter put up by Dy.Ch.Eng.(B.P.)City vide Page-C/1065-1071, of this file needs to be modified further from D.P. point of view. In this draft letter at page C/1071, the point regarding the incentive to be provided considering Rehab component for post 1969 constructed structure is to be deleted as from Architect's letter at page C/1-13, It appears that there are no post 1969 structure in this layout.

The draft letter to be forwarded to U.D. Deptt. in Govt. of Maharashtra is therefore suitably modified which may please be found at Page No Page-N/1-3 of accompanying file.

In view of the above, Dy Ch Eng.(D.P) City, alongwith report at Page N -1 to N-7 alongwith the above dted modified draft letter to UD is submitted for Ch Eng(D.P)/Dir E.S & P.)/M.C's perusal and order.  
Submitted please.

Acc: 1 Nasti file/

Ch Engr, (D.P)

Dir. (E.S.&P.)

M. G.  
Sir,

Yes

*[Signature]*  
25.8

Municipal Commissioner.

*[Signature]*  
24/7-9

Dy Ch.Eng.(D.P.) I

*[Signature]*  
24/08/07

*[Signature]*  
25/8/07



Ch. Eng. (D.P)

Director  
(Engg. Services & Projects)

बबई - १
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व. म. म. पालिका  
 (संचालक अभि. सेवा व प्रकल्प)  
 यांचे कार्यालय  
 दि. २९ २००९  
 क्र. सं./प्र. सं. प्र./ ६२० / मना

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२७/८/०९  
 ज्येष्ठ अभियंता (OP)

नृहन्मुंबई महानगरपालिका  
 प्र. अभि. (विकास नियोजन)  
 यांचे कार्यालय  
 27 AUG 2009  
 क्रमांक: 1748  
 प्र. अभि.  
 (वि. वि.)

DPBPC

Nash

27/08/09



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ANNEXURE - 'F'

Rota : 5000 (Gen-983:21.4.99)DyChE(BP)c-1  
MUNICIPAL CORPORATION OF GREATER MUMBAI  
FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.  
NO EEBPC: 81901 & 1A of 26/6/2003

COMMENCEMENT CERTIFICATE

To,  
Shri. R.R. Chaturvedi & Co. (Developers)  
Chief Officer MBRRD  
Griha & Manu Bahavan  
Road No. (E) Mumbai

Ex. Eng. Bldg. Proposal (City)  
E-Ward Municipal Offices, 3rd Floor  
10 S K Halizuddin Marg, Byculla  
Mumbai - 400 008

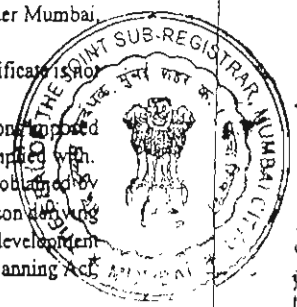
Sir,

With reference to your application No. DyChE(R)/MBRRD/642/03 dated 27/05/03  
for Development Permission and grant of Commencement Certificate under Section 44 and 69 of the  
Maharashtra Regional and Town Planning Act, 1966, to carry out development for  
Proposed Redevelopment of property  
(Prapalwadi)

and building permission under Section 546 of the Bombay Municipal Corporation Act 1938, to  
erect a building in Building No. \_\_\_\_\_ on Plot No./C.S.No./C.T.S. No. 370  
situated at Road/Street Gingam Dink & Ward  
Taty Ghosapur path the Commencement Certificate/Building permit is  
granted on the following conditions :-

- 1) The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
- 2) That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
- 3) The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
- 4) This permission does not entitle you to develop land which does not vest in you.
- 5) This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years; provided further that such lapse shall not bar any subsequent application of fresh permission under Section 44 of the Maharashtra Regional & Town Planning Act, 1966.
- 6) This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:-
  - a) The development work in respect of which permission is granted under this Certificate is not carried out or the use thereof is not in accordance with the sanction plans.
  - b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
  - c) The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresenting 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 Sec.43 & 45 of the Maharashtra Regional and Town Planning Act, 1966.

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EB/81901/A dt 27/5/03  
This CC is further extended for the entire work of wing 'A' subject  
to carried out only RCC work at pm fir as per CFO NOC dt 18/4/06  
Eg/81901/A dt 11/10/07  
c.c. is extended further for entire work of 'A' wing except RCC work  
slip at ex-b/c wing B entire work as per memo dt 24/10/07  
A.E.P.

(Gen-983)

- 7) The conditions of this Certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successor and every person deriving title through or under him.
- 8) The Municipal Commissioner has appointed Shri U. V. Mahale Assistant Engineer, to exercise his powers and functions of the Planning Authority under Section 44 of the said Act.

9) This C.C. is granted as full C.C. Subject to checking of plinth level of wing C only.  
 This Commencement Certificate is valid upto 25/6/2004

This C.C. is further extended upto 5th floor for wing F & H

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

*[Signature]*  
 Assistant Engineer

Building Proposal (City) (R&R) III  
 For MUNICIPAL COMMISSIONER FOR GREATER MUMBAI  
EB/8190/DIA dt. 21/07/2003

This C.C. is further extended upto plinth level/2nd podium level for wing A only.

*[Signature]*  
 21/10/03  
 AECBP X-III



~~...~~

... for extra work i.e. 4th & 5th floor for wing A  
 ... granted upto plinth level

EB/8190/DIA dt.

This C.C. is further extended upto 10th floor of wing 'A'

Plinth C.C. of wing B, is granted

EB/8190/DIA dt.

... is endorsed as per Amended Approved plan of 10/10/05

...	...
...	...
...	...

C.C. is further extended from 11th to 21st floor for extra work A for 21st & 31st floor for the R.C.C. frame work only

EB/8190/DIA dt. 12/10/06

This C.C. is further extended to ground to 5th floor for wing 'B'.

This C.C. is further extended upto 10th floor for wing A only

*[Signature]*  
 AECBP X-III

ANNEXURE - 1 G

MUNICIPAL CORPORATION OF GREATER MUMBAI.

Proposal No.HRB-190  
No. Ch.E/HRB-190/DPWS of 12 0 SEP 2010

Office of the  
Chief Engineer (Dev. Plan)  
Municipal Corporation of  
Greater Mumbai,  
4<sup>th</sup> floor, New Admin.  
Bldg.,  
Mahapalika Marg,  
Fort, Mumbai-400 001

M/S L.D.Shah,  
9-81, Bhagyoday Building,  
R-20/21, 3<sup>rd</sup> floor,  
Nagindas Master Road,  
Mumbai- 400023.

Sub: Proposed High Rise Residential Building on plot bearing  
No. 370, 371, 372, 391 of Girgoan Division namely "Shreepati  
Jewels- Tower-II & III and wing F&G", at Tatya Gharpure  
Road and Khattar Ali Road, Pimpal Wadi, Girgoan Mumbai.

Architect : M/s L.D. Shah

Structural Consultants: M/S M. R. Patil Consulting Engineering  
Pvt. Ltd.

Developer- M/S Shreepati Jewels.

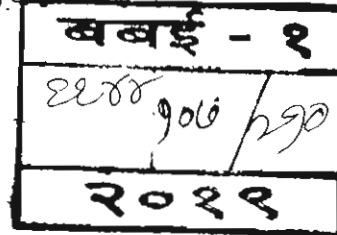
Ref: Your letter dated 11/01/2010 and 09/09/2010.

Gentleman,

Ref: Your letter dtd. 05-05-2010

With reference to your above referred representation, regarding subject matter I have by directed to inform you that the Technical Committee as constituted by the State Govt. in Urban Development Deptt. vide Govt Resolution under No. U/No.TPB4307 / 1024 / CR-155/07/UD-11 dt.27<sup>th</sup> July, 2007, for scrutiny of High Rise Building proposals beyond 70 mtrs height, has accepted your proposal for Proposed High Rise building on property bearing C.S. No. 370, 371, 372, 391 of Girgoan Division namely "Shreepati Jewels- Tower-II & III and wing F&G", at Tatya Gharpure Road and Khattar Ali Road, Pimpal Wadi, Girgoan Mumbai, subject to the terms & conditions as mentioned below

The proposal envisages construction of proposed High Rise building having four wings, namely wing D&E and wing F&G. Wing D&E comprised of Gr. Floor + 1<sup>st</sup> & 2<sup>nd</sup> floors podium + 4<sup>th</sup> to 54<sup>th</sup> upper floors having total height of 184.40 meters, from the general ground level up to terrace level and the wings F&G comprising of Gr. floor + 1<sup>st</sup> to 29<sup>th</sup> upper floors having parking floors at 2<sup>nd</sup> &



3<sup>rd</sup> with a total height of 104 mtrs. from the general ground level up to terrace level

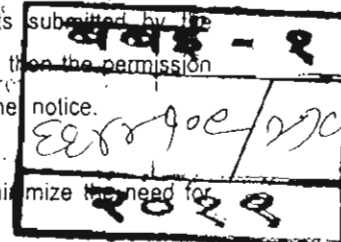
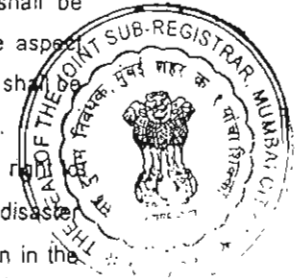
**MANDATORY CONDITIONS:**

1. Access roads to the site and roads on the site that will be required as per plan permanently should be minimum water bound macadam road and constructed before construction activities commence. This will help in reducing local dust emissions to a great extent. The road can be converted to a black top road once the construction activities are completed.
2. As the site is located in an developed urban area, it is essential to enclose the site using barriers, to reduce the noise and dust impacts on surrounding buildings and sites.
3. Jack hammers and other construction equipments tend to generate a lot of noise, it is therefore essential that noise protective equipments like ear muffs & ear plugs be provided to the operator of the machine. To reduce the noise from the equipment, silencer/ dampers should be attached to the equipment.
4. All Stationary machinery that create noise should be installed at points away from sensitive receptor area.
5. Noise prone activities should be restricted to the extent possible during night time, particularly during the period 6p.m. to 6.a.m.
6. During excavation and transportation over un-metalled roads near the project site, there is a scope for local dust emissions. Frequent water sprinkling in the vicinity of the construction activity should be done and it should be continued even after the completion of the excavation till construction is complete.
7. Excavation should be carried out in such a manner that it will not reduce slope stability. As much of the top soil and waste materials as possible should be used for landscaping and leveling activities in the surrounding area. As far as possible store the excavated soil (the amount that would be required for leveling and landscaping) on site, so that the soil can be reused during landscaping.
8. Basic surface drainage system for the site should be worked out to avoid water runoff on to the surrounding properties and roads, especially during the monsoon months.
9. During excavation, water accumulates in the excavated areas, then it should be pumped out and disposed off either in the municipal storm water drain or into recharge soak pits of bore wells.
10. Load and unload trucks with construction material on site and not on surrounding roadside.
11. The responsibility to carryout the work as per submissions made to the Committee solely rests with the project proponents.



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- notification dtd. 14-09-2006, the clearance in this respect shall be obtained and all the conditions thereof shall be complied with
13. The sanction from appropriate authority shall be obtained for proposed stilt of greater height, canopy, structural glazing, Architectural features, elevation features and roof top features & refuge floors, before approval of plans.
  14. The conditions as stated in the NOC from CFO under no FBM/507/103 dtd 10/8/2007 shall be complied with. The revised C.F.O. NOC for proposed high rise building shall be obtained and conditions therein shall be complied.
  15. That the NOC from Civil Aviation Authority for the height of the building under reference shall be obtained and all the conditions thereof shall be complied with.
  16. The acceptance of proposal by High Rise Committee is not indicative of admissibility/approval of the proposal regarding D.C. Regulations-1991 & other statutory compliances & the necessary building proposal shall be submitted to concerned Ex. Eng (SRA) for requisite approval. The aspects such as permissible F.S.I., applicable D.C.Rules and policies in force shall be verified by concerned Ex. Eng. (SRA) before approval of amended plans.
  17. The Technical Committee for High-Rise Buildings, however, reserves right to alter/modify/augment fire safety related provisions as well as disaster management related provisions, on the basis of decision to be taken in the upcoming meetings.
  18. That the permission is granted based on documents submitted by the Architect and if at any time are found fake / fraudulent, then the permission issued shall be treated as revoked / cancelled without further notice.

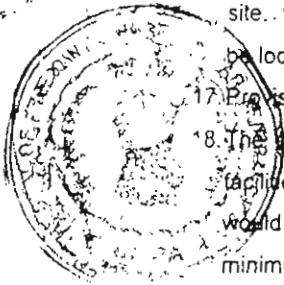


**Recommendatory Condition**

1. At the time of site clearance, care must be taken to minimize the need for cutting of trees and damage to the native vegetation.
2. Clearing of site area may involve removal/ transplantation of trees, underbrush, vines, fences, shades etc. All the unwanted vegetation then becomes solid waste that needs to be disposed off site. As this is organic matter, instead of disposing it offsite, the matter should be composted on site.
3. Phase out the site clearing process to only areas that need excavation initially this will reduce the dust emission from currently unused areas. If site has been cleared, vegetate the area by growing temporary groundcover plants or flower beds in the area. Alternatively cover the ground with a sheet, this sheet can be made out of empty cement bags, and the area then used to store materials, this will help reduce the dust emissions from these areas and provide a clean surface to store material on.
4. To reduce dust emissions and erosions from slopes on the site, apply non toxic chemical soil stabilizers (Geotextiles) to the area
5. The short term traffic management plan should be worked out to prevent unnecessary traffic problems. One measure to be incorporated is to avoid

trucks during the morning and evening rush hours i.e. before 10.00 a.m. and after 5.00 p.m.

6. In cases where the construction of paved access or Water bound macadam road is not possible, frequent water sprinkling required to reduce local dust emissions
7. Traffic speeds on unpaved roads should be reduced to 15 Kmph or less, and all the vehicles should have reverse horns.
8. On windy days avoid excavation activities to reduce dust emissions.
9. Prevent the excavated soil from spilling out of the site boundaries onto adjoining roads and properties.
10. Prevent other garbage waste such as construction debris, plastic material from mixing with the excavated soil that is being transported out of the site for dumping off site. This soil will be used for land filling and mixing of garbage with it can lead to soil contamination.
11. Water the site at least twice a day to reduce the dust emissions. Once during mid morning and once in the evening.
12. Soil stockpiled for more than two days shall be covered, kept moist or treated with soil binders to prevent dust generation. (A good cover sheet can be formed by stitching empty cement bags silt open to form a sheet).
13. Since, there is likelihood of fugitive dust from the construction activity, material handling and from the truck movement in the vicinity of the project site, project proponents should go for tree plantation programme along the approach roads and the construction campus.
14. Re-vegetate disturbed areas as early as possible.
15. As soon as construction is over, the surplus earth should be utilized to fill up low lying areas. The rubbish should be cleared and all un built surfaces reinstated.
16. Construct appropriate temporary housing structures for the labourers on the site. Houses should be provided with proper light and ventilation, and should be located at a safe location on the site.
17. Provisions should be made for providing them with potable, drinking water
18. The construction site should be provided with sufficient and suitable toilet facilities for workers to allow proper standards of hygiene. These facilities would be connected to septic tank and maintained properly to ensure minimum environmental affect. Care should be taken not to route the sanitary effluents to the river or any other natural water body
19. To prevent unauthorized falling of trees in the nearby undeveloped areas by construction workers for their fuel needs, it should be ensured that the contractor provides fuel to the construction workers
20. Arrangements should be made for daycare and education to construction workers children. Certain NGO's working in this area can be associated with



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- or alternatively one female worker can be paid to oversee the younger children and to prevent them from coming in harms way.
21. Solid waste generated from the labour camp as well as the construction site should be disposed off properly. Organic waste can be composted, and inorganic waste should be disposed in nearest municipal bins.
  22. To sweep and clean adjacent roads of the site that get soiled due to the frequent movement of trucks to and fro from the site, at least once a day.
  23. All outdoor lighting, including any construction related lighting should be designed, installed and operated in a manner that ensures that all direct rays from project lighting are contained within construction site and that residences are protected from spillover light and glare.
  24. Parking for construction site workers should be provided on site to prevent clogging of surrounding roads.
  25. Tea stalls if established for the site should be given space on site and not on access roads. This will prevent the gathering of labourers on the roads and obstruction of traffic.
  26. Rotary piling method can be adopted for construction of bored cast in site / bored pre-cast piles. Preferably, M.S. liner can be provided upto hard stratum.
  27. Preferable minimum grade concrete in sub structure foundation can be M-40 grade and use of anti corrosive treatment can be considered for M.S. reinforcements.
  28. Ground Water in Mumbai is likely to be saline and further there is possibility of sewage contamination in well water, as such, municipal water be used for construction.
  29. Withdrawal of ground water should be restricted as it may cause sudden draw-down and subsidence of surrounding land/buildings.
  30. The electric meters and substation in the buildings be located on higher level to prevent power failure during floods.

If your client is agreeable to the aforesaid terms and conditions, you may approach to the Ex. Eng. (B. P.) City-I who is being informed separately regarding subject matter

Handwritten notes in a box: २२४२९९१११, २९०, २०२२



Yours faithfully,

*Handwritten signature*  
 Chief Engineer  
 (Development Plan)  
 Member Secretary,  
 Technical Committee  
 For High Rise-Bldgs.

ACC: Plans.

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ANNEXURE - 4<sup>th</sup>

**MUNICIPAL CORPORATION OF GREATER MUMBAI**

**No. EEBP/6460/D/AL**

12-9-2012

To,  
The Owner,  
Shri. R.R. Chaturvedi & Others  
C A to Owners  
Shreepati Arcade,  
4<sup>th</sup> floor, 22 A.K. Marg,  
Nana Chowk, Mumbai -56

Ex-Eng. Bldg. Proposal (City) -1  
E' Ward, Municipal Office, 3rd Floor.  
10, S. K. Hafizuddin Marg, Byculla  
Mumbai - 400 008

Sub: Amalgamation of plot bearing C.S. No. 370, 371, 372, 380,  
381, 387, 388, 390, 391 & 430 at Taty Gharpure Marg,  
Khadilkar Marg, Khaltar Ali Marg Junction, Girgaon Division 'D'  
ward, Mumbai - 400004

Ref: Your letter dated

Sir,

With reference to the above, I have to inform you that the amalgamation of the above mentioned property submitted by your Architect in respect of letter received from M.B.R.& R.Board under No. जा.क्र.नाहप्र/पुन/नस्ली क्र-४३०/३७७/१२ दिनांक २०.१.२०१२ is hereby approved as per Architect's letter dated 03.01.2012 subject to terms and conditions mentioned enclosed herewith, which further to be registered within 15 days.

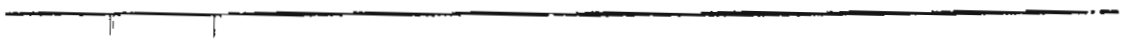
Copy of approved plan is returned herewith as a token of approval.

Yours faithfully,

*[Signature]*  
Executive Engineer  
Building Proposals (City)



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MUNICIPAL CORPORATION OF GREATER MUMBAI

No. EB/6460/DIAL

729-4-12

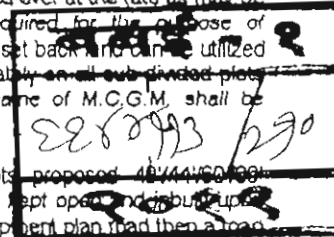
To,  
The Municipal Commissioner  
For Greater Mumbai,  
Municipal Head Office,  
Mahapalika Marg, Fort,  
Mumbai - 400 001.

Sub Proposed amalgamation of plot bearing C.S. No. 370,  
371, 372, 380, 381, 387, 388, 390, 391 & 430 at Taty  
Ghapure Marg; Khadilkar Marg, Khattar Ali Marg  
Junction, Girgaon Division 'D' ward, Mumbai - 400 004.

SCHEDULE - ITERMS AND CONDITIONS

The plans for proposed layout / amalgamation submitted by you vide above referred letter are hereby approved, subject to following conditions:

- 1 That all the access roads shall be constructed and lighted to Municipal specification and shall be properly maintained jointly by all sub divided plot holders before asking C.C for the proposed buildings
- 2 That the proposed Development Plot/Municipal road/roads and regular line/lines shall be got demarcated at site jointly with the District Inspector of land Records.
- 3 That the land within the regular line or lines of roads in the Owner's/owners' holding shall be kept open and un-built upon and shall be handed over at the rate as may be decided separately to the Corporation whenever required for the purpose of improving the road. Alternately floor space Index of the set back land can be utilized as per prevailing rule and will be distributed proportionately on all sub divided plots and P.R. Card for the area under setback in the name of M.C.G.M. shall be submitted before occupation.
- 4 That the land within the setback for both the plots proposed ~~40/44/60/390~~ Development Plan road in the owners holding shall be kept open and built up and if access to the plots is to be taken from this Development plan road then a road to width of 30/33' will have to be constructed according to the Municipal specifications, including providing lights, drains etc. and this portion road shall be handed over to the Corporation after construction whenever required by the Corporation. For the portion of the land within the Development plan road, 100% Floor space Index advantages can be given, if the additional floor space is restricted to 40% of the Floor space index of the remaining land provided the land in the road portion is handed over to the Corporation without claiming any compensation thereon. In case, full floor space index cannot be consumed, due to this restriction compensation for the unused area of land under Development plan road will be given. The floor space index for the road portion has been/will be distributed on pro-rata basis over the various plots as indicated in the plans, or alternately compensation for the land in the full road portion will be paid for expenditure incurred by the Owner for construction of portion of Development plan road including utilities etc.
5. That adequate storm water drains shall provided in the sub divided plots/layout area at the owner/owners' cost including provision for admitting storm water from the surrounding locality
- 6 That the cost of channeling and draining the natural water-courses in the locality shall be borne proportionately by the owner/owners as determined by the Municipal Commissioner



7. That adequate arrangement shall be made for sewerage of the sub-divided plots/layout area at the owner's/owners' cost to the satisfaction of the Municipal Commissioner.
8. That within a year of Municipal Sewer being laid within 100' from any part of the layout area/sub-divided plots the owner/owners shall provide at her/his/their cost, underground sewers in the layout area and shall have all the buildings connected to the same.
9. That the formation levels of the roads, across Sections, slopes sizes and details of construction in regard to the same, as also is regard to the storm water drain and sewers etc. shall be got previously approved from the City Engineer
10. That the cost of laying water mains within the layout area, sub-divided plots shall be entirely borne by the owner/owners. The layout of the mains as also distribution pipes shall be got approved from the Hydraulic Engineer.
11. That the plot/plots in the layout area shall not be amalgamated or sub-divided without the permission of the Municipal Commissioner.
12. That user of all the plots shall be for residential/and no change of user shall be permitted except with the specific sanction of the Municipal Commissioner in writing
13. That the adequate number of parking spaces and loading / unloading spaces shall be provided within the layout area.
14. That the site / sites for electric substation as shown on the plan shall be made available to Electric Supply Co. for erecting the substation.
15. That no subdivided plot of the layout shall be sold unless the proposed recreation amenity ground is properly leveled and unless the internal road & roads is /are duly metalled, drained and lighted.
16. That the temporary structure/structures standing on any of the plots shall be removed by the owner/owners at his/her/their cost and the proposed building will not be allowed to be commenced until the recreation space is cleared of all structures.
17. That in case of subdivision no building proposal received on behalf of the owner / owners or the prospective individual purchaser / owner of a subdivided plot shall be considered unless condition 17 above is complied.
18. That in case of layout no building shall be allowed to be commenced unless access leading to the property from Municipal road/Private street and the internal road or means of access on which the building abuts is properly constructed to the full width with water bound mode of construction and no building will be allowed to be occupied until the said roads are properly asphalted and lighted and satisfactory arrangements made for disposal of storm water and sewage water with carriage entrance across side open drains, complete to Municipal specifications and recreation ground is properly leveled and trees are planted around the periphery
19. That the structures to be erected shall conform to Development Control Regulations, Municipal Regulations and Bye laws in force and this approval does not include approval to the dimensions of building or of the compulsory marginal open spaces, parking spaces, loading unloading spaces etc

20. That the low lying land/plot/nts in the layout shall be filled up (to a reduced level of at least 99.51 Town Hall Datum) with murum, earth, boulders etc. leveled and rolled to the satisfaction of the Ch. Eng. (SWD)

WBx/11/10/Ward/64/11/D Shah.doc



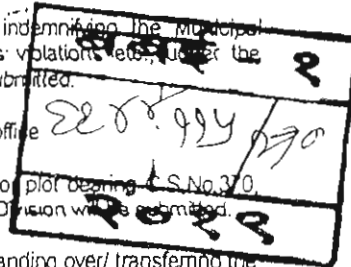
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21. That as per S.C.R.No.1743 of 30-9-1969, and S.C.R.No.153 of 30-5-1971, 50% of the cost of laying sewers and/or storm water drains along Development plan roads passing through the layout/sub-divided plots will be borne by the Corporation, if the sewers so laid can be immediately connected to functioning sewer nearby.
22. That after the road/roads/reservation/reservations is/are actually demarcated at site if it is observed that the shape and total area of the plot/plots/site/sites do not comply with the sanctioned layout/sub-division and that there is marginal variation comprising of the actual Site conditions and get the same approved before carrying out any further works.
23. That the Municipal Corporation does not bind itself to take over any of the mads/drains, gardens etc. for the purpose of maintenance but reserves the right to take over any of these if considered necessary
24. That the layout/sub-divided/ plots shall be duly got demarcated by the District Inspectors of Land Records, necessary changes got effected on the records of right and a copy of same sent to this office for record as also necessary permission shall be obtained for non-agricultural use of the land as required under section 65 of the Land Revenue Code
25. That these terms & conditions of the layout/sub-division shall be binding not only on the owner/owners for the time being but also on his/her/their, heirs, executors, administrators assignees and every person deriving title through or from him/her/them
26. That No Objection Certificate from Director General of Civil Aviation for the flight path building shall be obtained as per D.C.Regn.31(3)(f)
27. That the area through which the Municipal Storm Water Drains are passing will be kept open to sky permanently.
28. That the electric sub-station of adequate size and capacity will be constructed in consultation with B.E.S. & T. Authority
29. That an Indemnity Bond on Rs.200/- stamp paper indemnifying the Municipal Corporation of Greater Mumbai against any breaches/violations etc. under the Urban Land (Ceiling & Regulations) Act, 1976 shall be submitted.
30. That the F S I. shall not exceed beyond approval of this office
31. That the separate P R Card in the name of applicant for plot bearing C.S.No.370, 371, 372, 380, 381, 387, 388, 390, 391, 430 of Girgaon Division will be submitted.
32. That the N.O.C. of the lessor shall be submitted before handing over/ transferring the amenity space/reservation etc. to M.C.G.M./public Authority etc
33. That the permanent access / easement right from the internal access road is given to all the sub plots holders in the layout will be incorporated in the record of right as and when separate P R. Cards are issued as per the condition No.26 and 34 and suitable Registered Undertaking to that effect will be submitted
34. That the N.O.C. from amalgamation of subject plots from M.B.R. & R Board shall be submitted before issue of amended plan.
35. That the title clearance certificate for C.S.No.380, 381, 387, 388, 390 and 443 of Girgaon Division shall be submitted before asking for amended plan.







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**SCHEDULE - II**

**SCHEDULE OF PROPERTY**

Signed in my presence.

I/We agree to the above conditions

Signature, full name & address  
Of the Architect

Signature, full name and address  
of the owner/owners

No. FB/6460/DIAL

*Handwritten signature*

Copy to :

1. Shri. LD Shah  
Architect,  
79-81, Bhagyodaya building,  
R. 20/21, 3<sup>rd</sup> floor,  
Nagindas Master Road,  
Fort, Mumbai- 400 023
2. The Owner,  
Shri. R. R. Chaturvedi & Others  
C. A. to Owners  
Shreepati Arcade,  
4<sup>th</sup> floor, 22 A.K. Marg,  
Nana Chowk, Mumbai -56
3. The Collector of Mumbai,
4. Asst. Commissioner 'D' Ward,
5. Dy. A. & C. (City)
6. E.E. (D.P.)
7. H. E.
8. Ch. Eng. (S.P.)
9. Dy. Ch. Eng. (D.P.)
10. E.E. (T & C.)
11. S.E. (Survey)



*Handwritten signature*  
4/4/12  
Executive Engineer,  
Building Proposals (City)

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# ANNEXURE " I "

## MUNICIPAL CORPORATION OF GREATER MUMBAI

No. EEP/18460/DIAL

12-18-12

To  
The Owner,  
Shri R.R. Chaturvedi & Others  
C/A to Owners  
Shreebati Arcade  
4th floor, 22 A.K. Marg,  
Maha Chowk, Mumbai - 53

Dr. Eng. D.M. Proposals (City) - I  
E/Ward, Municipal Office, 3rd Floor  
10 S.K. Hafizuddin Marg, Byculla  
Mumbai - 400 006

Sub: Amalgamation of plot bearing C.S. No. 370, 371, 372, 380,  
381, 387, 388, 390, 391, 430, 376, 356, 377, 1/378, 378, 379,  
& 385 at Tatyia Sharjore Marg, Khadijkar Marg, Khattar Ali  
Marg Junction, Girgaon Division 'D' ward, Mumbai - 400004

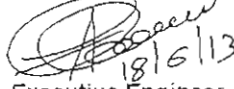
Ref: Your letter dated 28.05.2012

Sir

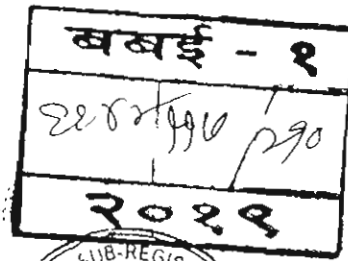
With reference to the above, I have to inform you that the amalgamation of the above mentioned property submitted by your Architect in respect of letter received from M.B.R. & C. Board under No. 113/2012/पुन:संज्ञी/क. 430/377/12 दिनांक 20.01.2012 is hereby approved as per Architect's letter dated 28.05.2012 subject to compliance of registered terms and conditions enclosed herewith with No. संज्ञी-5/2826/2013.

Copy of approved plan is returned herewith as a token of approval

Yours faithfully



18/6/13  
Executive Engineer,  
Building Proposals (City)-I





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