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# ORIGINAL.

# AGREEMENT FOR SALE SOANL LINK INDUSTRIAL ESTATES

of UNIT No 23,9 on 2 nd
Floor, Building no 16 Heavy

# PROMOTERS

M/r. SOUNT CONSTRUCTION (JOINT VENTURE)

1/6, Pagrav, 57, S. V. Road, Coragann (West), Bombay-400 062.

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# ORIGINAL

# AGREEMENT FOR SALE

THIS AGREEMENT made and entered into this M/s. day of , 199 BETWEEN VENTURE) business having their principal place of at Sonal Link Industrial Estates, Road, Malad (West), Bombay - 400 064, hereinafter called the "PROMOTORS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said AOP, the survivors or survivor of them, their respective heirs executors, administrators and assigns) of the ONE PART AND MR/ MRS/ Ms./M/S.CHROMATOPAK ANALYTICAL INSTRUMENTATION (I)

Indian inhabitant, hereinafter referred to as the "PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include him/her/them and his/her/their respective heirs, executors, administrators and permitted assigns) of the OTHER PART:

WHEREAS:-

(a) One Tarcisius Raymond D'Lima (hereinafter referred to as the said Owner) was seized and possessed of or otherwise well and sufficiently entitled to, inter alia, all that piece or parcel





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of land or ground admeasuring 11875 square yards equivalent to 9927.50 sq.mts. or thereabouts bearing C.T.S.Nos. 307/63 and 307/65 of Village Valnai, Taluka Borivli, in the Registration District and Sub-District of 3ombay City and Bombay Suburban and more particularly described in the First Schedule hereunder written (hereinafter referred to as "the said land");

b) By and under a Development Agreement dated 20th September, 1985 read with Supplemental Agreement dated 6th day of July, 1992 and made between the said Owner and Shri. Satish Jamnadas Dattani, partner of M/s. Dattani Construction (Regd.) the Owner authorised and permitted Shri. Satish Jamnadas Dattani (hereinafter referred to as the said Developer) to develop the land at or for the consideration of Rs. 33,00,000/- and on the terms and conditions therein contained. The Developer has paid the full monetary consideration of Rs. 33,00,000/- (Rupees Thrity three lakhs only) payable by the Developers to the Owner.

c) By a letter dated 20th September, 1985 the Owner had handed over possession thereof to the said Developers on 20th S. J.

September, 1985 and accordingly the said Developers are in possession of the

- entire property; Supplemental said the Under Agreement it is provided that Developer will execute separate lease of the said open space admeasuring 376 sq. mts. shown on the plan hereto annexed and marked with hazed stripes in favour of the Owner for a period of 99 years at for the yearly rent of Re.1/- and that such lease shall be executed simultaneously with the execution of the conveyance in favour of the society to be formed and registered of the acquirers of units in the building to be constructed on the said lands;
- e) Although the correct CTS Numbers of the said land are 307/63 and 307/65 of Village Valnai, through inadvertence, in the said Agreement the said land is shown as bearing CTS No. 336 (part);
- f) Pursuant to the said agreement dated 20th September, 1985 the Owner and the said Developer have filed Form No.371 as required under the provisions of Chapter XXC of the Income Tax Act, 1961 and the Appropriate Authority has vide its Certificate under Section 269 UL (3) ofthe Income Tax Act, 1961 granted its No Objection vide No. App.A/1689/Cert./86-87 on 9th March, 1987;
- g) The Developer has entered into joint venture dated 22nd October, 1991 with M/s. SONAL CONSTRUCTION, a Partnership firm registered under the provisions of Indian Partnership Act 1932 and having its regd. office at 1/6, Pagrav, 57, S.V. Road, Goregaon (West), Bombay - 400 062 for development of the said property;
- h) Under an Agreement to Lease dated 6th July 1992 and made between the Promoters herein therein called the Lesser and the Owner therein called the Lessee the above facts are recorded and confirmed and the parties thereto have agreed that the lease will be executed as per the draft annexed thereto;
- i) The Promoters have got the plans sanctioned for Building No. 1 and obtained IOD dated 20th January, 1992 bearing No. CE/6090/BP (WS)/AP issued by the Municipal Corporation of Greater Bombay and obtained C.C. dated 19th



February, 1992 bearing No.CE/6090/BP(WS)/ AP for part of the total FSI.

- The Secretary to the Government, Housing & Special Assistance Department, Mantralaya, Bombay - 400032 by his order dated 22nd April, 1991 bearing No. REV-1090 /(3717)/D-XIII in Revision proceedings under Section 34 of the Urban Land (Ceiling and Regulation) Act, 1976 observed that after excluding the area of land becoming non-vacant under Section 2 (q) (ii) of the Urban Land Ceiling Act 1976, i.e. 10,180.30 sq. mts. and 1,131.14 sq. mts. by way of 10% compulsory open space, the Owner would be entitled to retain 500 sq. mtrs. of land within the ceiling limit under Section 4 (1) (a), since the provisions of Section are not attracted in respect of (q) Industrial Buildings and set aside the draft statement issued by the Additional Collector and Competent Authority, Bombay under Section 8 (3) on 21.6.1983 and remanded the matter to Additional Collector and Competent Authority, Urban Land Ceiling, Greater Bombay, for issue of final statement under Section 9 of the Urban Land Ceiling Act 1976 in light of the observations made therein and as per the law. Pursuant to the said order the Competent Additional Collector and Authority (U.L.C.) Gr. Bombay by his order dated 11th July, 1991 bearing No. C/ULC/Desk-V/6 (i)/OR-VI-127/496 issue the Notice under Section 9 of the Urban Land (Ceiling and Regulation) Act, 1996 alongwith the final statement;
- k) The District Collector, Bombay Suburban District has by his order dated 9th August, 1991 bearing No. 694 approved the sub-division of the said lands;)
- The Promoters have entered into a 1) prescribed Agreement by Council of Architects with the Architect, M/s. Kalpana Consultants Pvt.Ltd., registered with the Council of Architects and also appointed Shri. Pravin T. Gala as Structural Designers for preparing Designers for Structural designs and drawings and structural specifications of the building and the Unit purchaser accepts the professional supervision of the said Architect and the said structural Engineer till completion of the building unless otherwise changed;





- m) As a result of the aforesaid agreements the Promoter is entitled to construct building to be known as Sonal Link Industrial Estates Bldg. No. 1 & Bldg. No. 2 on the said remaining lands and sell Units, car parking spaces, walls, hoarding spaces, etc. (all of which hereinafter for brevity's sake referred to as "Unit" and reference to Purchaser in this Agreement means Purchasers of such Unit.)
- A copy of the Certificate of title n) issued by the Attorney-at-law or the advocates of the Promoter, showing nature of the title of the Owner to the portion of the said lands on which the Units are constructed or are to constructed; copies of property card; and copy of the floor plan of the Unit agreed to be purchased by the Purchaser approved by the concerned local authority have been annexed hereto and marked as Annexures A , B and C respectively.
- o) While sanctioning the said plans for the said building the concerned local authorities and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said land and the said buildings and upon due observance and performance of which only the occupation and the completion certificates in respect of the said buildings shall be granted by the concerned local authority;
- p) The Promoters accordingly has commenced construction of the said Buildings in accordance with the said plans;
- q) The Purchaser applied to the Promoter for allotment to the Purchaser Unit/office/Garage/open car parking space/terrace/ covered car parking/ wall hearding space No. 29 on the 2nd floor in Building No. 1 Heavy to be constructed on the portion of the said land and to be known as SONAL LINK INDUSTRIAL ESTATES (hereinafter referred to as the said Unit);
- r) The Purchaser demanded from the Promoter and the Promoter has given inspection of hereinabove recited all the documents of title relating to the said



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land, the plans, designs and specifications prepared by the Promoters Architects M/s. Kalpana Consultants Pvt.Ltd., and of such other documents to the Purchaser. The Purchaser has entered into this agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, schemes, etc.,;

's) Relying upon the said applications, declaration and agreement herein contained, the Promoter agrees to sell to the Purchaser the said Unit at the price and on the terms and conditions hereinafter appearing;

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

 The Promoter is constructing two Industrial Estates consisting of Ground Floor and Upper floors on the said Portion of land more particularly described in First Schedule hereunder written (hereinafter referred to as the said Portion) in accordance with the plans, designs, specifications approved by the concerned local authority and which have been approved by the Purchaser with such variations, modifications and alterations as the Promoter may deem fit and/or as may be required by the concerned local authority/the Government to be made in them or any of them and the Purchaser hereby gives an irrevocable Consent, Power and Authority to the Promoter to add to, alter, vary or modify from time to time the said plans, designs, specifications, including for further construction. It is hereby specifically agreed that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of such variations or modifications which may adversely affect the Units of the Purchaser and that no further consent of the Purchasers is required for any modification, variation or amendment of the plan including for additions and alteration to be done in the building.

2. The Purchaser hereby agrees to purchase from Promoter and the Promoter, hereby agrees to sell to the Purchaser Unit No. 237 of built up area admeasuring 469 square feet (which



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is inclusive of the area of balconies) on floor in Building no (NE avy) as shown in the floor plan thereof hereto annexed and marked Annexure 'C', (hereinafter referred to as the Unit) on as it is where it is basis for the aggregate price of Rs. 710 000 (Rupees Seven Lag)

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including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the SECOND SCHEDULE hereunder written. The Purchaser hereby agrees to pay to the Promoter the amount in the following manner;

(a) Rs. 100000 On or before execution of this agreement as earnest money.

- (b) Rs. 150,000/- On casting of plinth
- (c) Rs. | CD 000/ On casting of 1st Slab
- (d) Rs. 1,50,000 on casting of 2nd Slab
- (e) Rs. (S) (O) On casting of 3rd Slab
- (f) Rs. \_\_\_\_ On casting of 4th Slab
- (g) Rs. 10,000/- On/ before possession or occupation which ever is earlier.

3. The percentage of the undivided interest of the Purchaser in common areas and facilities limited or otherwise pertaining to the said Unit shall be in proportion of the area of the Unit agreed to sold hereunder to the total common areas and facilities limited or otherwise, more particularly described in the Second Schedule hereunder written.

4. The Promoter hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Unit to the Purchaser, obtain from the concerned local authority occupation and/or completion certificate in respect of the Units.



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- 5. The Purchaser has prior to the execution of this Agreement satisfied himself/herself/themselves about the title to the said land. The Purchaser shall not be entitled to investigate the title of the said land any further and no requisition or objection shall be raised by the Purchaser to any manner relating thereto. A copy of the certificate of title issued by M/S.Kantilal Underkat & Co.Advocates is hereto annexed and marked Annexure A.
- 6. The Purchaser agrees to comply with all the terms and conditions of any order, scheme, permission, no objection etc. that may have been granted or sanctioned or which may hereafter be granted or sanctioned or imposed by any authority statutory or otherwise including competent authority under Urban Land Ceiling (Ceiling & Regulation) Act, Government of Maharashtra and Municipal Corporation of Greater Bombay.
- 7. The Purchaser hereby grants his/ her / their irrevocable power and consent to and agrees to the following:-
- a) that till the conveyance or any other document vesting the property in favour of common organisation of unit purchaser is executed, the Promoter alone shall be entitled to all FSI whether available at present or in future and including the balance FSI, the additional FSI available under D.P. Rules from time to time and/or by any special concession, modification or present Rules and Regulations granting FSI available in lieu of the road widening set back, reservation, floating or otherwise howsoever;
- b) that under no circumstances the Purchaser will be entitled to any FSI or shall have any right to consume the same in any manner whatsoever;
- c) to the Promoter developing the said plot of land fully by constructing additional builtup floors/ structures thereon so as to avail of the full FSI permissible at present or in future including for staircase, lift, set back, passage way of purchase of floating FSI on the said Land by TDR, and including by putting up "additional construction" as mentioned above and



provisions of this agreement;

The aforesaid consent shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said Unit is handed over to the Purchaser and/or possession of the said property is handed over to the common organisation of the Purchaser of Units.

- 8. The Purchaser agrees to pay to the Promoter the interest @ 18% per annum on all the amounts which become due and payable by the Purchaser to the Promoter under the terms of this agreement from the date of the said amount is payable by the Purchaser to the Promoter.
- committing On the Purchaser in payment on due date of any default amount due and payable by the Purchaser to the Promoter, under this agreement (including his/ her/ their proportionate share of taxes levied by concerned local authority and other outgoings and/or on the Purchaser committing breach of any of terms and conditions herein contained, the Promoter shall be entitled at his own option to terminate this agreement by giving 15 days notice. PROVIDED FURTHER that upon termination of this Agreement as aforesaid, the shall refund to the Unit Promoter Purchaser the instalments of sale price of the Unit which may till then have been paid by the Purchaser to the Promoter but the Promoter shall not be liable to pay to the Purchaser any interest or any other amount by the Promoter, the Promoter, shall be liberty to dispose of and sell the Unit to such person/persons and at such price as the Promoter may in absolute discretion think fit. Purchaser agrees that sending of the said amount by cheque by the Promoter to the Purchaser at the address given by the Purchaser in these presents, whether Purchaser encashes the cheque or not will amount to the refund of the amount so required to be refunded.
- (10) The promoter may complete any wing, part portion of floor of building and obtain part occupation certificate thereof and give possession of Units therein to the acquirers of such Units and the Purchaser herein shall have no right to object to the same and the Purchaser hereby gives his / her / their



selling the same and Promoter appropriating to himself / herself themselves the entire sale proceeds thereon without the Purchaser, or other acquirers of the Units in such building and/or their common organisation having any claim thereto or any part thereof. The FSI and further and/or additional construction shall always be the property of the Promoter who shall be at liberty use, deal with, dispose sell, transfer etc. the same in whatever manner the Promoter chooses. The Purchaser agrees not to raise any objection and/or claim deduction in price and/or damages including on the ground of nuisance. inconvenience and/or Promoter shall be entitled to consume the said FSI by raising floor or floors on any structures and/or by way of extension of any structure. The document evidencing transfer of rights and benefits of the Promoter as hereinafter mentioned shall be subject inter alia to the aforesaid reservation.

- d) to the Promoter selling any part or portion of the said building including the open terrace, walls or any portion thereof including for use a garden, display of advertisements, as the same may be permissible by the authorities concerned;
- e) to admit without any objection the persons who are allotted other Units as provided in these presents as members of the proposed society.
- f) to bear and pay any increment in the price on account of the increase in the price of building material due to unavoidable circumstances as may be decided by the Promoter;
- g) not to raise any objection or interfere with Promoter's rights, reserved hereunder;
- h) if any further or other writing, document, consent etc. is required or necessary for the purpose mentioned in this agreement to execute or sign the same.
- to do all other acts, deeds things and matters which the Promoter in his absolute discretion deems fit for putting into complete effect the

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take Purchaser shall The possession of the Unit within seven days of the Promoter giving written notice to the Purchaser intimating that the said Unit is ready for use and occupation and Purchaser shall before taking possession of the said premises inspect the same thoroughly and point out defect if any in construction and/or amenities and facilities and will take possession after rectification thereof if any only required. The Possession of the said Unit shall be handed over against execution of deed of Conveyance only and not before.

13. The Unit intended and shall be used for industrial purposes only and the Purchaser shall not use the Unit or any part or portion thereof for any other purposes whatsoever.

14. The said building shall always be known as SONAL LINK INDUSTRIAL ESTATES and will not be changed without written consent of the Promoter.

The Purchaser alongwith other Purchaser of Units in the building shall forming & registering join in Co\_operative society as provided under the provisions of Maharashtra Apartment Ownership Act and such society shall bear the name of "SONAL LINK "as its - first name and this will not be changed without written consent of the Promoter. The Purchasers agree that for the aforesaid, they will from time to time sign and execute all papers, documents, applications for registration and/or membership necessary for the formation and the registration of the society for becoming a member including the bye-laws of the proposed society and duly fill in, sign and return to the Promoter within 4 days of the same being forwarded by the Promoter to the Purchaser, so as to enable Promoter to register common organisation of the Purchaser under section 10 of the said Act within the time limit prescribed by Rule 8 of Maharashtra Ownership Flats (Regulation of the Promotion of construction sale, management and transfer) Rules 1964. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws or the memorandum and/or other rules and regulations as may be required by authorities concerned or





specific consent to the same. If the Purchaser takes possession of any Unit in such part of completed wing, part, portion or floor the Promoter and/or his Agents or Contractors shall be entitled to carry on additionl construction work in the said Unit, the said building 'or any part thereof and if any inconvenience is caused to the Purchaser, the Purchaser shall not protest, object to or obstruct execution of such work nor the Purchaser shall be entitled to any compensation and/or damage and/or calim or to complain for any inconvenience and/or nuisance which be caused to him/her/them or any other person.



Promoter shall The possession of the Unit to the Purchaser on or before day and only against the execution of deed of conveyance in respect of the said Unit and not before. If the Promoter fails, to give possession of the Unit to the Purchaser on account of reasons beyond his control and of his agents as per the provisions of Section 8 of Maharashtra Ownership Flats Act, by the aforesaid date then the Promoter shall be on demand to refund to Purchaser the amounts already received by him in respect of the premises with simple interest at nine percent per annum from the date the Promoter received the sum till the date the amounts and thereon is paid. The Purchaser agrees that sending of the said amount by cheque by the Promoter at the address given by the Purchaser in these presents whether the Purchaser encashes the cheque or not will amount to refund of the amount so required to be refunded. PROVIDED THAT entitled the Promoter shall be reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of building in which the Unit is situated is delayed account of;

- (a) .non-availability of steel, cement other building material water or electric supply;
- (b) War, civil commotion or act of God;
- (c) any notice order, rules, notifications of the Government and/or other public or competent authority;



as may be desired by the Promoter.

- 16. Commencing a week after notice in writing given by the Promoter to the Purchaser that the said Unit is ready for occupation or from the day of taking the possession of the Unit whichever is earlier the Purchaser will be liable and pay regularly to the Promoter.
- (a) the proportionate share of the Unit in the Municipal Assessment of property, all rates and taxes whether any or all the Units of the Estates shall have been actually assessed or not or even if the assessment may not have been finally determined;
- (b) the share of the Purchaser in all other dues, duties, impositions, outgoings, electricity charges, water charges and burden of any nature at any time hereafter assessed or imposed upon the said property and building or upon the owners or occupiers thereof by any authority including the Municipality, Government Revenue Authority in respect of the said property or any part thereof at entire buildings or the user thereof;
- (c) the proportionate share of all other outgoings in respect of the said Unit or building including other taxes insurance, common lights, sanitation, additions and alterations, oil paintings, colour washing, repairs, water charges in the event of water being charged on the basis of meter by the Municipality, salaries and charges of bill collector, clerks, chowkidars, sweepers, and;



Purchasers share is so determined, the Purchaser shall from the date of the said intimation regularly pay to the Promoter on the 5th day of every month, provisional monthly contribution of Rs & Supplementary of every month, provisional monthly contribution of Rs & Supplementary of the Purchaser of its share of the aforesaid outgoings and payments every month in advance to the Promoter. The Purchaser shall not be entitled to require the Promoter to adjust the deposit against the aforesaid outgoings. The Promoter shall be at liberty without being bound so to do to appropriate from the said deposit, the money if any, due by the Purchaser for its aforesaid share of liability.

17. The Purchaser shall deposit with Promoter at the time of execution of this Agreement the following amounts:-

- (a) Rs.1000.00 Legal charges & expenses
- (b) Rs. 260.00 Share money application & the entrance fee of the society.
- (c) Rs.1000.00 Formation & registration of the society.
- (d) Rs. 17040 M) Provisional contribution for such proportionate share of outgoings for six months.

# Rs. 19300.00 TOTAL.

- 18. The Promoter shall utilise the sum of Rs.1000.00 paid by the Purchaser 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 its rules, regulations and bye-laws and the cost of preparing and endorsing this Agreement and the Conveyance.
- 19. The Purchaser shall pay Rs.1000.00 for preparation of all other documents, formation and registration of society to be made by the Owner and Promoter submitting the said land and the building under the provision of MAO Act, including professional costs of lawyers for transfer of the said property to the society as contemplated under the



follows: -

- (a) to maintain the Unit Purchaser's own cost in good tenantable repair and condition from the date of possession of the Unit is taken and shall not do or suffered to be done anything in or to the building in which the Unit is situated, staircase or any passage which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or addition in or to the building in which the Unit is situated and in the Unit itself or any part thereof;
- part of the building any goods which are of hazardous, combustible or dangerous nature or so heavy as to damage the construction or structure of the building in which the Unit is situated or storing of which goods is objected to by the concerned local or other authority shall not carry or cause to be carried heavy packages to any floors which may damage or likely to damage thestaircase, common passage, lift or any other structure of the building in which the common Unit is situated including entrance of the building in which Unit is situated and in case any damage is caused to the building in which the Unit is situated on account of negligence or default of the Purchaser in this behalf the Purchaser shall be liable for the consequences of the breach;
- (c) to carry at his own cost all internal repairs to the said Unit with prior requisite permission from concerned authorities and maintain the Unit in the same conditions, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to done anything in or to the building which the Unit is situated or in the Unit which may be given to the Purchaser contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravation of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;





provision of MAO Act (such costs of transfer to be borne and paid wholly by the Purchasers and other acquirers Units in equal shares) but exclusive of all out of pocket expenses like stamp duty, registration charges etc. which also shall be borne and paid wholly by the Purchaser and other acquirers of Units. The Promoter will not contribute anything towards such expenses. Purchaser shall & will from time to time and at all times throughout hereafter save harmless , indemnify & keep indemnified the Promoter against all actions, suits, proceedings, claims, demand, penalties etc. pertaining stamp duty, registration charges etc. On intimation by the Promoter the Purchaser will pay proportionate share of such costs charges and expenses payable immediately on demand to the Promoter depositing with the Promoter their respective share as may be informed by the Promoter.

- 20. Immediately on the Promoter informing the Purchaser to take possession of the Units, the Purchaser shall pay to the Promoter the Purchaser's share of stamp duty and registration charges payable, on the Deed of conveyance and any other document or instrument of transfer in respect of the said Premises the land and the building to be executed by the Owner and/or Promoter and/or the Purchaser.
- 21. In the event of any of the portion of the said land being notified for set back, the Promoter alone shall be entitled to receive the compensation or such other benefit that may be given by the authorities concerned for such set back land.
- 22. Hereinafter if any charges are levied by Government Authorities or local bodies either on the land or buildings or tenements otherwise the Purchaser on being called upon to do so by the Promoter, pay to the Promoter its share thereof at the time of or before taking possession of the said Units as may be required or demanded by the Promoter.
- 23. The Purchaser/s himself/ herself/ themselves with intention to bring all persons into whomsoever may come, doth hereby covenant with the Promoter as

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under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach on non-observance of any of the terms and conditions of this Agreement and without obtaining prior written permission of the Promoter;

- the Purchaser shall observe and perform all the rules and regulations which the society may adopt at inception and the addition, alterations or amendments thereof that may be from time to time for protection maintenance of the said building and the Unit therein and for the observance and performance of the building rules, regulation and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and the use of the Unit in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;
- (k) The Purchaser shall not close verandah or balconies without the sanction and permission of the authorities concerned nor shall make any alterations or changes in the elevation and outside colour scheme of the said building.
- 24. The Purchaser agrees to sign and deliver to the Promoter before and after taking possession of the Unit all writting, papers, documents, application etc. as may be required by the Promoter to put the intention of the parties as reflected herein into complete effect.
- 25. The Promoter shall on the execution of Deed of conveyance in respect of all the Units in the proposed building hand over the balance of sums from the sums received by the Promoter from the Unit Purchasers as advance or deposit or the sums received on account of the share capital towards the outgoings legal charges to the society etc.

26. Nothing contained in this Agreement is intended to be nor shall be construed as a grant demise or assignment in Law of



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demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof nor any alteration in elevation and outside colour scheme of the building in which the Unit situated and shall keep, the portion, sewers, drains, pipes in the Unit and appurtenances thereof in good tenantable repair and condition, and in particular, so as to support shelter and protect the other part of the buildings in which the Unit is situated and shall not chisel or in any other manner damage to columns, beams wall, slabs or RCC pardis or other structural members in the Unit, without prior written permission of the Promoter and/or the society.

- (e) not to do or permit to be done any act of thing which may render void or voidable any insurance of the said land and the building in which the Unit is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance;
- (f) not to throw dirt, rubbish rage, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said land and the building in which the Unit is situated;
- (g) pay to the Promoter regularly whether demanded by the Promoter or not his share or security deposit demanded by concerned local authority or Government for giving water, electricity or any service connection to the building in which the Unit is situated;
- (h) to bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned local authority and/or Government and/or other public authority including on account of change of user of the Unit by the Purchaser viz. user for any purposes other than for industrial purpose.
- (i) the Purchaser shall not let, sublet transfer assign or part with Purchaser interest of benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Purchaser to the Promoter



at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

31. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser, at his/her/their address specified below:-

Panchadha Apt, 29,B, Jawahar Nagad Goregam (West) Banbay - 400 062

- 32. After possession of the said Unit is handed over to the Unit Purchaser if any additions or alterations in or about or relating to the said building and/or Unit are required to be carried, out by any statutory authority, the same shall be carried out by the Purchaser and the other acquirers of the Units in the said buildings at their own costs and the Promoter will not in any manner be responsible for the same.
- 33. So long or if it does not in any way affect or prejudice the right herein granted in favour of the Purchaser in respect of the Unit agreed to be purchased by the Purchaser, the Promoter shall be at liberty to sell, assign or otherwise deal with or dispose of their right, title or interest in the said property or in the said building to be constructed by the Promoter.
- 34. Under no circumstances, the possession of the Unit shall be given to the Purchaser unless and until all payments required to be made under this Agreement are paid.
- 35. The Purchaser shall not be entitled to claim portion of its share in the said property and/or the said building and the same shall always remain undivided and impartiable.
- 36. In the event of submission of the said property before the construction and/or sale and/or disposal by the Promoter of all Units etc. in the said

the said Unit or the said Plot and Building or any part thereof in favour of the Purchasers and/or other Purchasers of Unit in the said building. The Purchaser shall have no claim save and except in respect of the Unit hereby agreed to sold to him/her/them and the entire including all open spaces, property property including all open spaces, parking spaces, lobbies, staircases, recreation spaces, walls, compound walls, lifts, terraces including the right over walls, hoarding rights etc. will remain the property of the Promoter who shall be entitled to sell, transfer deal with or dispose of the same in any manner the Promoter deems fit until the entire property including land and building or buildings is transferred to the common Organisation as herein mentioned.

27. During the course of construction, the Purchaser may instruct, the Promoter to make any addition or alteration including any extra amenities provided the same does not involve any structural change and if that is permitted by the Municipal Corporation of Greater Bombay and the extra cost is paid in advance by the Purchaser to the Promoter upon the Promoter agreeing to provide the same. The Promoter shall be at liberty to refuse to provide such or any extra amenities and/or addition and/or alteration.

28. Irrespective of disputes, if any, arises between the Promoter and the Purchaser and/or the such common organisation, all amounts, contribution and deposits including amounts payable by the Purchaser to the Promoter under this Agreement shall not be with held by the Purchaser for any reasons whatsoever.

29. Any delay tolerated or indulgence shown by the Promoter in enforceing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoter.

8

 The Purchaser shall present this Agreement as well as the conveyance Deed



building as aforesaid the Powers and authority of the common Organisation so formed of the Purchaser and other Purchasers of Unit etc. shall be, subject to the over all control of the Promoter on all or any of the matters, concerning the said building the construction and completion thereof and all amenities appertaining to the same and the particular but without prejudice to the generality of the foregoing, the Promoter shall have absolute authority and control as regards the FSI available, further construction, incomplete construction, unsold portion of such building including units, garages and parking spaces and the disposal thereof and such society shall not have any such right or authority.

- 37. The declaration, Deed of Conveyance and all documents shall be prepared by Messrs. Kantilal Underkat & Co., Advocates of the Promoter and shall contain covenants and conditions including these contained in this Agreement and the Agreement with the original owner with such modification alterations, and additions therein as the Promoter may deem fit and proper and other clauses which they think necessary and desirable.
- 38. The Purchaser shall also take care that he/she/they or his/ her/ their guests do not park the cars/Lorries in the compound or drive way of the said building except for the purpose of entering into or alighting from the car/unloading goods from the Lorry.
- 39. The Purchasers and seller shall pay on execution of said Agreement to M/s. SONAL LAND DEVELOPMENT CORPORATION, the sole selling agents, the brokerage @2% of the total consideration amount for having brought about the transaction.
- AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the Unit in the said building, if any shall belong exclusively to the respective Purchaser of the terrace Unit and such terrace space are intended for the exclusive use of the respective terrace Unit Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter or the society



or as the case may be.

41. This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Mah.Act,No. XV of 1971).

# THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land or ground admeasuring about 11875 sq. yards equivalent to 9927.50 sq.mts. thereabouts bearing C.T.S.No. 307/63 and 307/65 of Village Valnai, Taluka Borivli the Registration District and Sub-District of Bombay City and Bombay Suburban and bounded as follows i.e. to say on or towards the South by Plot "C" with Cronomatic Industries Pvt. Ltd. of the same scheme and on or towards the North by building known as Kaveri and bearing Survey No. 45 and Hissa No.5 and bearing Survey No. 28 and Hissa No.8 and on or towards East partly by property bearing Survey No.64 and Hissa No.4 and partly by property bearing Survey No.24 and Hissa No.7 and on or towards West by 120 ft. wide link road.

### THE SECOND SCHEDULE ABOVE REFERRED TO: LIST OF COMMON AREAS & FACILITIES

The nature, extent and description of the "Common Areas and Facilities" and of the "Limited Common Areas and Facilities" shall be as under:-

(A) Common Areas and Facilities:

(i) The upon area (out of the said land described in the First Schedule above) appurtenant to the built-up area of the building as shown on plan flushed red but excluding the open car parking spaces in the compound allotted/to be allotted to the respective unit holder and garages, if permitted;

(ii) Staircases of the building, including mid-landing and passage. Electric meter cupboard for purpose of electric mts. for all Unit and for common facilities i.e. water pumps, staircase, common passage, Fire escape

balcony, etc.

(B) Limited Common Areas and Facilities:

(i) MID-Landing and passage in front of the stairs on the floor on which the particular Unit is located, as a means of access to the Unit but not for the purpose of storing or as a recreation



area , or for residence or for sleeping;

(ii) MID-Landing is limited for the use of the Purchaser of the Unit located on that particular floor and for visitors thereto, but is subject to means of access for reaching the other floors, available to all purchasers and visitors; The Unit holder will have a percent undivided interest in the above.

THE THIRD SCHEDULE ABOVE REFERRED TO: LIST OF AMENITIES TO BE PROVIDED IN UNIT.

## 1. BUILDING

\* The building shall be of R.C.C. frame structure and brick masonary walls.

### FLOORING

\* I.P.S. flooring in Unit and passage. \* Tandoor or shahbad tiles and 3' -0" height glazed tile dedo in Toilet.

#### Doors

\* Doors will be M.S. Rolling Shutter, oil painted. \* Toilet door with teak wood frame partly panel and partly glazed door oil painted or M.S. Door.

# 4. WINDOWS

\* M.S. fully glazed window with Horizontal M.S. bars.

#### 5. TOILET

\* Each Toilet with open plumbing system. \* W.C. of Indian Pattern.

# 6. ELECTRICAL WORK

\* Open type wiring in Common passage, Staircase and entrance.

# 7. PLASTERING

\* Exterior walls sandface Plaster.

\* Interior walls Neeruplaster.

# 8. PAINTING

\* Exterior walls cement paint.

\* Interior walls white wash.







IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED RESPECTIVE HANDS AND SEALS ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN. SIGNED AND DELIVERED by the withinnamed "THE PROMOTER" ) For Sonal Construction. (Joint Venture). M/S. SONAL CONSTRUCTION JOINT VENTURE ) in the presence of .....) Authorised Signatory. SIGNED AND DELIVERED by the withinnamed "THE PURCHASER/S" ) For Chromatopek Analytical by the withinnamed "THE PURCHASER/S" ) Instrumentation (IV Pvi. Lid. Mr./Mrs./Ms./M/s. (HROMATOPAK) Director ANALYTICAL INSTRUMENTATION (INDIA) in the presence of...... RECEIPT RECEIVED the day and year first ) herein above written of and from the ) withinnamed the Purchaser/s a .sum ) of Rs. 199,000/ (Rupees. O.M. 195) .....Only ) by Cash/Draft/Cheque No. 986873...) Dated 10/12/9. b. drawn on ... S. . B. . Z. ) Capagaen ( West.). Bombay - 63 being the amount of carnest money ) full / part mentioned in the above ) Agreement dated......)Rs.lyP.Oyf.O.Of WE SAY RECEIVED

FOR M/s.SONAL CONSTRUCTION ( JOINT VENTURE )

AUTHORISED SIGNATORY

Exchange dated 19th April, 1971 registered with the Sub-Registrar, Bandra at BND NO. 689/71 on 19th April, 1971 exchanged their properties respectively, i.e. the property bearing S.No.26, Hissa No. 1 admeasuring 15000 sq.yards i.e. 12,541 sq.meters which was owned and possessed by the said Inamdars were allotted to said Raymond H. D'Lima and property bearing S.No.46/2 and 70/2 which was in possession and enjoyment of the said D'Lima was allotted to M/s. Associated Lands and Development Corporation. Pursuant to the said Deed of Exchange the Revenue authority has on 3rd July, 1974 given necessary effects in its records (M.E. No. 871). You have informed us that since then the said Raymond H. D'Lima is in possession of the said land bearing Survey No. 26, Hissa No. 1 part, admeasuring 15000 sq.yards or 12541 sq.meters.

- 3. From such search we find that the said Raymond H. D'Lima has by an Indenture of Lease dated 8th June, 1973 granted a lease in respect of land admeasuring 2612.89 sq. meters out of the said 12,541 sq.meters to M/s. Chronomatic Industries Pvt. Ltd. a shifting industry from a non-confirming zone for a term of 50 years commencing from 1st July, 1973 and on the terms and conditions contained in the said Lease.
- 4. The said Raymond H. D'Lima thereafter gifted the said remaining land admeasuring 9927.50 sq. meters to his son Tarcisius Raymond D'Lima by way of Deed of Gift dated 9th January 1975 registered with the Sub-Registrar of Assurances at Bandra at No. S-98/75 of Book No. 1 on 15th January, 1975. Pursuant to the said Deed of Gift name of Tarcisius D'Lima is recorded as Kabjedar of the said property admeasuring 12,541 Sq. Meters by the Revenue Authorities on 23rd October, 1975 (M. E. No. 903). However, land admeasuring 2612.89 sq. meters is already in possession of the said M/s. Chronomatic Ind. Pvt. Ltd. as Lessees, their name is not shown in the other rights column of 7 x 12 extract by the Revenue Authority.
- 5. According to our search clerk the Index Nos. II of 1948 to 1950 at the Borivli Sub-Registry, Index Nos. II of 1959 to 1961, 1973 and 1977 to 1980 at the office of Bandra Sub-Registry, are completely torn and therefore, detail comments cannot be given.
- 6. By and under a Development Agreement dated 20th September, 1985 read with Supplemental Agreement dated 6th day of July, 1992 (hereinafter collectively referred to as the said agreement) and made between the said Tarcisius Raymond D'Lima (hereinafter referred to as the said Owner) and Shri. Satish Jamnadas Dattani, partner of M/s. Dattani Construction (Regd.) the Owner authorised and permitted Shri. Satish Jamnadas Dattani (hereinafter referred to as the said Developer) to develop the land at or for the consideration of Rs. 33,00,000/- and on the

#### ANNEXURE 'A'

# KANTILAL UNDERKAT & CO.

ADVOCATES & SOLICITORS

K. G. Underkat

Ref. No. KGU/CP-118/1346/92 Date 3rd becr., 1992

204 98-97 84, JANMABHOOHI HARG, 1st FLOOR, FORT,

BOMBAY-400 001.

M/s. Sonal Construction, Sonal Link Industrial Estate, Link Road, Malad (West), Bombay 400 064.

Dear Sirs,

Re:- All that piece or parcel of land admeasuring about 11875 sq.yards equivalnt to 9927.50 sq.meters or thereabouts being portion of a bigger plot of land admeasuring about 15000 sq. yards equivalent to 12940 sq.meters or thereabout bearing Survey No. 26, Hissa No.1, C.T.S. No.307/63 and 307/65 (wrongluy mentioned as C.T.S. No.336 (part) in the agreement dated 20th September, 1985) of Village Valnai, Taluka Borivli in the Registration District and Sub- District of Bombay City and Bombay Suburban.

In the above matter we have caused the search to be taken at the Office of the Sub-Registrar at Vasai from 1948 to 1950, Borivli from 1950 to 1958, Bandra from 1957 to 1992 and Bombay from 1962 to 1992.

- From such search we find that as per order dated 16.1.1963 passed by Enquiry Officer, under Section 37-I of Bombay Land Revenue Code, 1879, the property bearing S.No.26, Hissa No. 1 admeasuring area 92 acres and 29 gunthas along with other properties were recorded in the names of (1) Shri. Harishkumar Shantilal Inamdar, (2) Shri. Devkichandra S. Inamdar and (3) Shri. Achyutkumar S. Inamdar on 21st February, 1963 and remaining properties were kept reserved for public purposes. (M.E. No. 647).
- It is further observed that Shri. Raymond H. D'Lima was in possession and enjoyment of land bearing S.No.46, Hissa No. 2 (part) and S.No.70, Hissa No. 2 as per Conveyance dated 8th July, 1959. The said Shri. Raymond D'Lima and said Inamdars, partners of M/s. Associated Lands & Development Corporation, have by a Deed of

terms and conditions therein contained (hereinafter referred to as the said agreement). Although the correct CTS Numbers of the said land are 307/63 and 307/65 of Village Valnai, through inadvertence, in the said Agreement the said land is shown as bearing CTS No. 330 (part).

- 7. From the copy of the said agreement we find that the said Developer has agreed that the Owner shall be entitled to the exclusive use and occupation of compulsory open space (hereinafter referred to as the said area under buffer zone) which may be required to be kept open between the residential building and the industrial building. The said open space admeasures about 376 sq. meters and the Developers have agreed to execute in favour of the Owner a lease for the said open space for a period of 99 years at for the yearly rent of Re.1/- and that such lease shall be executed simultaneously with the execution of the conveyance in favour of the society to be formed and registered of the acquirers of units in the building to be constructed on the said lands.
- 8. From the aforesaid agreements we find that the owner had handed over possession of the said land to the said Developers on 20th September, 1985 and accordingly the said Developers are in possession of the entire property.
- 9. As recorded in the said Agreement the Developer has paid the full monetary consideration of Rs. 33,00,000/-(Rupees thirty three lakhs only) payable by the Developers to the Owner.
- 10. You have informed us that pursuant to the said agreement dated 20th September, 1985 the Owner and the said Developer have filed Form No. 37I as required under the provisions of Chapter XXC of the Income Tax Act, 1961 and the Appropriate Authority has vide its Certificate under Section 269UL(3) of the Income Tax Act, 1961 granted its No Objection vide No. App. A/1689/Cert./86-87 on 9th March, 1987.
- The Developer has entered into joint venture dated 22nd October, 1991 with you for development of the said property.
- 12. You have handed over copy of an Agreement to Lease dated 6th July, 1992 and made between you therein called the Lessor and the Owner therein called the Lessee wherein the above facts are recorded and confirmed and the parties thereto have agreed that the lease will be executed by the Society to be formed of the acquirers of units in the building to be constructed by you on the said lands in favour of the said owner.
- The Secretary to the Government, Housing & Special Assistance Department, Mantralaya, Bombay 400032 by his order dated 22nd April, 1991 bearing No.



REV-1090/(3717)/D-XIII in Revision proceedings under Section 34 of the Urban Land (Ceiling and Regulation) Act, 1976 observed that after excluding the area of land becoming non-vacant under Section 2(q)(ii) of the Urban Land Ceiling Act, 1976, i.e. 10,180.30 sq. meters and 1,131.14 sq. meters by way of 10% compulsory open space, the Owner would be entitled to retain 500 sq. meters of land within the ceiling limit under Section 4(1) (a), since the provisions of Section 4(q) are not attracted in respect of Industrial Buildings and set aside the draft statement issued by the Additional Collector and Competent Authority, Bombay under Section 8(3) on 21.6.1983 and remanded the matter to the Additional Collector and Competent Authority, Urban Land Ceiling, Greater Bombay, for issue of final statement under Section 9 of the Urban Land (Ceiling & Regulation) Act, 1976 in the light of the observations made therein and as per the law. Pursuant to the said order the Additional Collector and Competent Authority (U.L.C.) Gr. Bombay by his order dated 11th July, 1991 bearing No. C/ULC/Desk-V/ 6(1)/ OR-VI-127/496 issued the Notice under Section 9 of the Urban Land (Ceiling and Regulation) Act, 1996 along with the final statement.

- 14. The District Collector, Bombay Suburban District has by his order dated 9th August, 1991 bearing No.694 approved the sub-division of the said lands.
- 15. You informed us that you have got the plans sanctioned and obtained IOD dated 20th January, 1992 bearing No. CE/6090/BP (WS)/AP issued by the Municipal Corporation of Greater Bonbay and obtained C.C. dated 19th February, 1992 bearing No. CE/6090/BP (WS)/AP.
- 16. We have issued public notice inviting claim which appeared in the issue of Free Press Journal dated 22nd June, 1992 and in the issue of Janmabhoomi dated 23rd June, 1992. We have so far not received any claim in response to the said public notice.
- 17. In the premises aforesaid in our opinion the title to the above property is marketable, free from all encumbrances and reasonable doubt.

Yours faithfully,

sd/-



terms and conditions therein contained (hereinafter referred to as the said agreement). Although the correct CTS Numbers of the said land are 307/63 and 307/65 of Village Valnai, through inadvertence, in the said Agreement the said land is shown as bearing CTS No. 330 (part).

- 7. From the copy of the said agreement we find that the said Developer has agreed that the Owner shall be entitled to the exclusive use and occupation of compulsory open space (hereinafter referred to as the said area under buffer zone) which may be required to be kept open between the residential building and the industrial building. The said open space admeasures about 376 sq. meters and the Developers have agreed to execute in favour of the Owner a lease for the said open space for a period of 99 years at for the yearly rent of Re.1/- and that such lease shall be executed simultaneously with the execution of the conveyance in favour of the society to be formed and registered of the acquirers of units in the building to be constructed on the said lands.
- 8. From the aforesaid agreements we find that the owner had handed over possession of the said land to the said Developers on 20th September, 1985 and accordingly the said Developers are in possession of the entire property.
- 9. As recorded in the said Agreement the Developer has paid the full monetary consideration of Rs. 33,00,000/-(Rupees thirty three lakhs only) payable by the Developers to the Owner.
- 10. You have informed us that pursuant to the said agreement dated 20th September, 1985 the Owner and the said Developer have filed Form No. 37I as required under the provisions of Chapter XXC of the Income Tax Act, 1961 and the Appropriate Authority has vide its Certificate under Section 269UL(3) of the Income Tax Act, 1961 granted its No Objection vide No. App. A/1689/Cert./86-87 on 9th March, 1987.
- The Developer has entered into joint venture dated 22nd October, 1991 with you for development of the said property.
- 12. You have handed over copy of an Agreement to Lease dated 6th July, 1992 and made between you therein called the Lessor and the Owner therein called the Lessee wherein the above facts are recorded and confirmed and the parties thereto have agreed that the lease will be executed by the Society to be formed of the acquirers of units in the building to be constructed by you on the said lands in favour of the said owner.
- 13. The Secretary to the Government, Housing & Special Assistance Department, Mantralaya, Bombay 400032 by his order dated 22nd April, 1991 bearing No.



Office to the " Tals 1.O.D. C. is round Subject Dr. Babarahab Amaria at famil 1 Et Cato the province of Urban Land Kendivali (Wost), Bojing, 4.3 001. 46ciling and Regulation | Act 1974 346 Form in replying please quote No. and date of this letter. VHREXABE , B, Intimation of Disapproval under Section 345 of the Jambay Municipal Corporation Act, as a nende lun to lafe. No. E. B./CE/ uf 17: 100. OR/6090/BP (WS)/AP MEN:ORANDUM Municipal Office. 20 JAN 1992 Shri Satish Dattard C. A. to Tardisleus R. D'Lina, With reference to your Notice, letter No. . 337 dated. 26-8-91,199 and delivered on and details of your building Z No. 1. Heavy Ind. Estate on Sub-plot B, S. No. 26, 1. No. 1
(bt), C. T. S. No. 307/63, 307/65 & 335(pt) of Village Valuat, at Link Ebad,
To asked to me under your letter, dated. 20, 12-6, 199. Thave to inform you that I cannot approve Malad
of the building or work proposed to be executed, and I therefore hereby formally intimate to you (wost)
moder Section 346 of the Bombay Municipal Corporation Act, as amended up-to-date, my disapproval
by thereof reasons: by thereof reasons :-1 - That the C.C. u/s. 69(1)(a) of the M.R.& T.P. Ast will not be obtained before starting the work. B - That the structural design & calculation for the prop. work will not submitted before C. C.& completion cert. from L. S.E. will not be submitted before submitting B.C.C.
 C - That N.O.C. from A.A.& C. (P/N.) will not be submitted before issue of C.C. D - That drainage proposal will me to got approved before C.C.

I - That H.O.C. from H.E. will me to obtained before issue of C.C.

That H.A. permission will me to submitted before C.C.

That regular line will me to got demarcated torough A.E. Survey (PAR)/E.E.D.P./ E.E.T.& C. before C.C.

- That the setback land will not be handed over free of cost and free of encronement to M.O.(P/N.) Ward as per undertaking submitted. I - That amount of Rs. 600/- will not be paid before issue of C. C. towards charges for preparing conveyance of harding over land in D. P. Ruad. J - That amended layout/sub. division will not be got approved before issue of C.C. K - That proper sanitary arrangement for workers will not be provided before C.C. L - That undertaking on Rs.10/- stamp paper will not be submitted before issue of C.C. to effect that B.C.C. will not be submitted before date of availability is confirmed from H.R.'s Doptt. M - That regd.undertaking clong with 4 true copies thoroof on Rs. 10/stamp paper for mt sub-dividing plot/shop in future will mt be submitted before issue of C. C. . That regd undertaking slong with 4 true copies thereof on Rs. 10/stamp paper for not demanding concession in open spaces for future development will not be submitted before 1 saus of C. C. P - That the regd. unde-rtaking along with 4 true copies thereof on Rs. 10 stamp paper for mot demanding compensation for shifting/demolishing the work carried out in compulsory open space will not be submitted before C.C. Q - That the regd undertaking alongwith 4 true copies the reof on as. 10/stamp paper for handing over setpack land free of cost and free of encreachment to the Corpn. to the Corpn. will not be submitted before C.C. R - That R.O.C. from Civil Aviation will not be summitted before issue of C.C. before proceeding with work beyond Let he ght.
8 - That R.O.C. from C.F.O. will not be obtained before issue of C.C. T- That terms & conditions for 25% a galas reserved for shifting of industries will not be subsitted within 6 months from the date of 1 saue of C.C. U - That 15% galas as shown in the plans will not be kept reserved for shifting industries from non-confirming zone. .... 2

- ( ) That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.
- ( ) That the draining work generally is not intended to be executed in accordance with the Municipal

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 14. It day of 1986 but not so as to contravance any of the provisions of the said Acr. is amended as aforesaid or 1986 but not so as to contravance any of the provisions of the said Acr. is amended as aforesaid or 1986 but not so as to contravance any of the provisions of the said Acr. is amended as aforesaid or 1986 but not so as to contravance any of the provisions of the said Acr. is amended as aforesaid or 1986 but not so as to contravance any of the provisions of

Your attention is drawn to the Spec 1 justructions and Notes accompanying this Intimation of Dis-

Executive Engineer, Building Proposals. Zone, Wards.

#### SPECIAL INSTRUCTIONS.

- (1) THIS INTIMATION GIVES NO RIGHT-TO BUILD UPON GROUND WHICH IS NOT YOUR PROJECTY.
- (£) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Bombay has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and Imposed upon and vested in the Commissioner by Section 346 of the said Act.
  - (3) Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-
- "Every person who shall evert as new domestic building shall cause the same to be built so that every
- "(a) Not less than, 2 feet (60 cms.) above the centre of the adjoining street at the hearest from the which the drain from such building can be connected with the sewer than existing or thereafter to be baid in such street."
  - "(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.) of such building.
    - "(c) Not less than 92 ft. ( ) metres above Town Hall Datum."
- (47 Your attention is invited to the provisions of Section 152 of the Act whereby the person Hables to pay properly taxes is required to give notice of erection of a new building or occupation of a building which has been vacant, to the Commissioner, within lifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.
- (5) Your attention is further drawn to the provision of Section 353-A about the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Bombay to import your premises and to grant a permission before occupation and to key penulty for non-compliance under Section 471 if necessary.
- (6) From and date of commencement of work should be communicated as per requirements, of Section 347 (1) (an) of the Bothay Municipal Corporation Act.
  - (7) One more copy of the block plan should be submitted for the Collector, Bombay Suburbs District.
- (8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Bombay Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

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

W - That access road will not be constructed water bound to the full width before commencing work and will not be completed including asphilting, lighting, cowsrage & draining as per puri specifications as per approved phase programs.

W = That E. E. Hds. ( k. S.) 's cert. for water bound seems and will not be submitted before issue of C.C.

I = That remarks from E.E. (SWD) Sub. Will not be obtained before issue

of C.C. & compliance of requirements thereafter as per phase programme.
Y - That remarks from E.E. T.&C. for provision of street lights D.P. Road .
Will mt be obtained before C.C.& compliance thereof as per phase

Z - That valor connection for constructed clear of road Widering line and as per draft D. C. Rule No. 17. 19 B and on all other sides with founda-tion below lovel of bottom of road side drain without obstricting flow of rain water from adjoining holding to prove possession of holding before starting the work.

Bl- That the infrastructure will not be developed as per approved before C. C.

C1- That the separate P.R. Card for the setback/D.F.Road/D.P.Reservation will not be submitted before C.C. beyond 0.75 F.C.I.
p1- That the L.P.Road will not be constructed as por Murl. specifications

and hunded over to corps, free of cost and free of encumbrances.

That the proportionate severage line charges as worked out by Dy. (Sew) plg. will not be paid in that office before C.C.

That the plan for the architectural elevation and projection beyond prop. bldg. line will not be mimitted and got approved before C.C.

Chart the trenitect/developer will not approach to the authorities of Mahanagar limphone high its in time to know about the requirements of the Table and a proposed. of M. T. M.L. auch as providing count or , ipes ote. in the proposed bldg. before further C.C.

His That the requirements of the tree officer for propeplantation of trees on the plot will not be subsitted after the construction of

the plinth work (for plot crea more than 1000 st.m.).
That true copy of plan of the sanctioned sated mide:/layout under to. 03/107/109 ith tems and conditions and coupliance thereof will. Il- That That the requirements of blds. byels 4(c)5(bac) will not be complied

That requirements of C. F.O. will set be complied with.
That design details a plans cross sectional details ofc. of seption tarks and soak pit will not be submitted.

Mi- That bldg. control permit will not be obtained from Deptt. of Industries & Labour of Gort. of Maharashtra before a tarting the a El- That requirements of letter maier ED. 3ET/1030/(3717)/D-XIII dated 22.4.91 will not be complied with

Ol- That the cart. from Lift Impector on 11 not be subsitted before occupation.

pl- That final compliance carts. from L.E. (SWD)/R.E.R.U. (WS)/L & T.&C./ E.E. (SCW)PIE. Bub. will mot be ministed. Ql- That requirements of byelss 35-37 will not be complied with.

Rie That some of passages & lottles vill mt be properly lighted and vontilated.

El- That certo w/s. 2701 of m.R.C. let from H.S. reg. bufficiency of water supply will mt be obtained and subsitted.

11- That some of drains will be laid internally. Ul- That open spaces and parking spaces will not be properly pared with broken glasses undernath at rate of 4 cft. per los sft. of paved area sloped and craimd.

that one set of plans mounted on cenvas and two addl. - t of plans, will not be submitted.

Wi- That carriage entrance across road side drain will at he provided That plot will me be filled in levelled & sloped to and read side.

Yl- That require erts of B. S. P. S. Ltd. will not be constructed.

Zl- That 10' pathway upto staircase will not be constructed.

A2- That through vintilation as read under byelow in all at the provi-

B2. That trees at rate of two per 100 sq.m. of plot example be planted before sphitting by B. G. C.

C2- That terracse, semitary blocks will not be made water proof and some will not be proved by method of possing and all southery convenience will not be made lack proof and make test will not be done in presonce of munl. starf.

CALL STATE

20 JAN 1992 5- That final level of plot will be less than 90'-6" THD, or 6" above mearest road level whichever is higher. That the workers on alte shall not be covered under Janata Insue

That temp, structures of any nature will not be constructed at site only after taking proper approval.

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That the arghitect /developer will not intimate the authorities of M. T. N.L. regarding the compliance of requirements one month before submitting B. C. C.

That the separate locations plan and block plan showing proposed receptables for the bldg, will not be submitted before c.c. complting the requirements of allow will not be obtained before Suita- tting B. C. C.

That the bors well will not be provided in the plot with prior

pormission of H. K. s Deptt.
That an application will not be made to the office of Ch. E. (S.c.)
for the approval of drainage proposal for mataba prop. hldg./bldgs./
layout and his N.O.C. will mot be submitted before starting th drainge work.

That red undertaking in duplicate will not be submitted before submitting B. C. C. to the effect that the drings work will be rectified if found defective or will be carried out entirely new to the satisfaction of concerned ward office at the time of giving street connection.

That adequate care in planning, disigning and carrying out construction will not be taken in the propedition to provide for the consequence of settlement of the floor plinth filling etc.

That parking position shall not be marked with paint before 0. C.C./

B. C. C

That the Lic. Site Supervisor shall not be appointed and the appointment and acceptance shall not be submitted before requising for the C. C.

That a rayd undertaking on/Rs/10/- stamp paper along with a/cory of the proof for dynducting allocational/suffero programs for the workers at site as por the by negati-aloue my.5(XI) so it not be submitted by four range of the by. Regati-aloue my.5(XI) so it not be submitted by four range of the by.

copy thereof to the effects that the water proofing treatment at places such as Mitchen, 44, both, torraces, part/pocket terraces, will not be got executed through reputed water proofing agencies with 10 years quarentee against leakages, shall not be subsitted

before requesting for C.C.

That the dust him chall not be provided at a suitable place before submitting E.C.C. for collection of refuse by A.H. 3. staff.

That the name plate mentioning the name of the bldg./society including plot mos., C.T. S.Nos., struct name etc. shall not be provided near the entrance gate to the bldg.

That the B.C.C. shall be submitted before completion of the blug.

in all respect including external/internal painting, paving, cleaming, removal or debris, planting trees, removal of the temp. sheds. etc.

That a regd.undertaking to the effect that the part terrace/ terraces will mot be misused shall not be submitted and an condition to that effect shall not be incorporated in the agreement with the

purchaser of the flat and society and a copy of the same shall not be subsitted at the time of subsitting B.C.C. That the debris/building materials shall be stacked on the road and S. J. C. causing obstruction to the flow of traffic/rain water. That the prysical provision and development of 10% amenity open space complete grown trees at the rate of 5/100 squate. or part thereof shall not be made before requesting for occupation penalssion. That the letter boxes shall not be provided before requesting for occupation permission.

That the sufficient amount as will be intimated by the M. C.G. R. marantee from the scheduled bank within the Greater Pombay limits, all mt be subsitted before requesting for C. C. towards faithful empliance of development of the infras ructure-s in the layout.

### No. EB/CE/ 6090 INI 20 JAN 1992

(i) The work should not be started unless objections

are complied with

- (2) A certified set of latest approved plans shall be displayed on site at the time of commencing the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and more for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional materials shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the boarding is constructed and application is made to the Ward Officer with the required deposit for the construction of carriage
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, It will be presumed that Municipal water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hearding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stacked in front of the property. The scaffoldings, bricks metal, sand, props cubris, etc., should not be deposited over footpaths or public street by the owner/architect/their contractors, etc., without obtaining price. permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objections is approved
- (9) No work should be started unless the structural design is approved.
- 0) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces and
- The application for sewer street connection, if necessary, should be made simultaneously with conmencement of the work as the Municipal Corporation will require time to consider alternative aw to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Com-missioner as per the provision of Section 345 of the Hombay Municipal Corporation Act and se per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building
- (15) The access road to the full width shall be constructed in water bound macadam before community; work and should be complete to the satisfaction of Municipal Commissioner including asphalter lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed
- (17) The surrounding open spaces around the building should be consolidated in concrete having bushesses glass pieces at the rate of .125 cubic metres per 10 Sq. metres below pavement.
- (18) The compound wall or fencing should be ocustructed clear of the road widening line with foundation below, level of bottom of road side drain without obstructing flow of sain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished
- (20) This Intimation of Disapproval is given exclusively for the purposes of enabling you to proceed factors. with the arrangements of obtaining No Objection Certificate from the Housing Commissioner made Section 13(h)(H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Sct on 347(1) (autor your starting the work without removing the structures proposed to be removed the act shall be taken as a sevice breach of the conditions under which this Intimation of Disapproval is issued and the sanction will be accorded and the commencement certificate granted under Section 45 of the 1/2 and for Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.

- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the dreumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:—
  - (f) Specific plans in respect of evicting or rehousing the existing tenants on your stating their number and the area in occuaption of each.

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C. C.

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- (#) Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent,
- (III) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start before or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) The bottom of the over head storage work above the finished level of the terrace shall not be more than I metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Gvil Aviation Authorities, where necessary, is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- 27) The positions of the nahanis and othe, appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (26) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (27) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous person in writing of the Municipal Commissioner for Greater Bombay, as required in Section 315.4. the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with tight fitting mosquito made of wrought iron plates on hinger. The manholes of all jisterns shall be covered of fitting mosquito proof hinged cast iron cap over in one piece, with locking arrange with a boit and nuts screwed on tightly serving the purpose of a lock and the manual plate of the purpose of a lock and the manual plate of the purpose of a lock and the manual plate of the purpose of a lock and the manual plate of the purpose of a lock and the manual plate of the purpose of a lock and the manual plate of the purpose of a lock and the manual plate of the purpose of a lock and the manual plate of the purpose of a lock and the manual plate of the purpose of a lock and the manual plate of the purpose of a lock and the manual plate of the purpose of a lock and the pur cisterns protected with screw on dome shaped pieces (like a garden zari rose) with com-perforations each not exceeding 1.5 mm. in diameter. The cistern shall be made on permanently a cossible by providing a firmly fixed iron ladder, the upper ends of the one curved and extended 60 cms. above the top where they are to be fixed and in a comment concrete blocks.
- 31) No broken bottles should be fixed over boundary walls. This probablics wifes only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 5(b).
  Lintels or Arches should be provided over Door and Window
  (c) The drains should be laid as require under Section 234-1(c).
  - (c) The drains should be laid as require under Section 234-1(a).
    (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk-.

En Efferties Porper Winning Proposals N.

That all I.O.B. conditions shall not be complied with and the occupation permission of the proposed work shall not be obtained within six years from the data of payment of I.O.D. Deposit which is liable to be forfeited if not claimed within six years complying all conditions and obtaining B.C.C.

POT3: That C.C. for the propework should not be issued unless Sbjections A to Z, Al, Bl, Rl, Fl, O2, P2 & X2 are complied with.

This I. O. D. / Lay Out is Based On P. R. C. Dtd.

ESP/16/1/92.

the povisions of Urban Land silling of Regulation) Act 1975

ex Eng. Bldg. Prop. Western Subs. (P&R)

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ANNEXURE

#### FORM "A"

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966. RA REGIONAL AND TOWN ... 19 FEB 1992

Maharashtra Regional and Town Planning Act (Maharashtra Act No. XXXVII of 1961) to Shri Satish Dattani C. A. to Tarcislous B.D'Li APPLICANT, to the development work of Heavy Industrial Communications	
	ma.
Promises at Street No.	
the following conditions viz:-	

- 1. This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay if (a) the Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans (.b) any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal commissioner for Greater Bombay is contravaned or not complied with (c) the Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out under him in such an event shall be deemed to have carried out to development work in contravention of section 43 or 45 of Maharash'tra Regional and Town Planning Act, 1966, the Mulicipal Commissioner has appointed Shri C.D. Amdekar Executive Engineer to exercise his powers and functions of the Papping Authority under sec. 45 of the seld Act Panning Authority under sec. 45 of the said Act.
  - This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed
  - This commencement certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
  - The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title
  - This C.C. is valid upto plinth Level Only. .

For and on behalf of Local Authority The Municipal Corporation of Greater Bombay O Hombre 19/2/92

Executive Engineer Building Proposal (WS) P & R

MUNICIPAL COMMISSIONER FOR GREATER BOMBAY

For Sonal Construction Authorised Signatory. Joint Ventube 000000 ANNEXURE 'C'

TIME TO B

BUILDING NO 1



FLOOR

**TYPICAL** 

BUILDING NO 2

FORT, BOMBAY - 400 023.

# HEAVY INDUSTRIAL ESTATE BLDG. NO. 1 & 2 SONAL LINK

UNIT NO\_\_\_\_232\_\_\_ON BUILDING NO J\_C HEQUE

BEARING S. NO. 26 H. NO. 1 PT C.T.S. NO 307/63 PROPOSED HEAVY INDUSTRIAL ESTATE. ON PROPERTY 307/65 OF VILLAGE VALNAI BOMBAY AT LINKING ROAD BUILDING NO. 1 & MALAD - WEST

# BIPIN S. BAROT

DIRECTOR

18, UNION BANK BUILDING, 4TH FLOOR, KALPANA CONSULTANTS PVT. LTD. BOMBAY SAMACHAR MARG,



VALNAI

\*\*\*\*\*\*\*\*\*\*\*

DATED THIS

DAY OF

19

\*

BETWEEN

# M/s. SOURL CONSTRUCTION

(JOINT VENTURE)

1/6, Pagrav, 57, S. V. Road, Goregaon (West), Bambay-400 062.

PROMOTERS

AKD

ANALYTICAL INSTRUMENTATION
(INDIA) PUT LTD.

PURCHASER

# MI. KANTILAL UNDERKAT & CO.

Advocates & Solicitors, 84, Ghogha Street, First floor, Fort, BOMBAY -400 001.