



Tuesday, October 04, 2005

3:26:34 PM

Original

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Regn. 39 M

पावती

पावती क्र. : 6908

दिनांक 04/10/2005

गावाचे नाव मागाठाणे

दस्तऐवजाचा अनुक्रमांक

वदर5 - 06835 - 2005

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: राजेश के गाला - -

नोंदणी फी

:-

30000.00

नक्कल (अ. 11(1)), पृष्ठांकाची नक्कल (आ. 11(2)),

:-

1460.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (73)

एकूण

रु.

31460.00

आपणास हा दस्त अंदाजे 3:41PM ह्या वेळेस मिळेल

सह दुय्यम निबंधक वीरिबली-२,  
दुय्यम निबंधक  
मुंबई जिल्हा (पावती)

बाजार मुल्य: 2548705 रु. मोबदला: 3579025रु.

भरलेले मुद्रांक शुल्क: 162750 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: बँक ऑफ महाराष्ट्र ;

डीडी/धनाकर्ष क्रमांक: 170032; रक्कम: 30000 रु.; दिनांक: 20/09/2005

1627501 - P.0

RAJESH K. GALA



D-5/STP/Sankarika Family  
333 Jyoti Sankarika  
Officer  
ICICI Bank Ltd.  
ICICI Bank Ltd., Abhilasha-1,  
Punjabi Lane, Borivli (West),  
Mumbai-400092

This AGREEMENT made at Mumbai this 22<sup>nd</sup> day of SEPTEMBER, 2005

*[Signature]*  
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BETWEEN

**KANAKIA CONSTRUCTION PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act 1956 and having its office at 349, Business Point, Western Express Highway, Andheri (East), Mumbai-400 069, hereinafter referred to as "**Kanakia / the Developer**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the One Part ;

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R. 01622551-08599  
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SPECIAL ADHESIVE  
भारत  
12:37  
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Is One and lastly and new and seven hundred



AND

MR. RAJESH K. GALA &

MRS. DARSHANA R. GALA

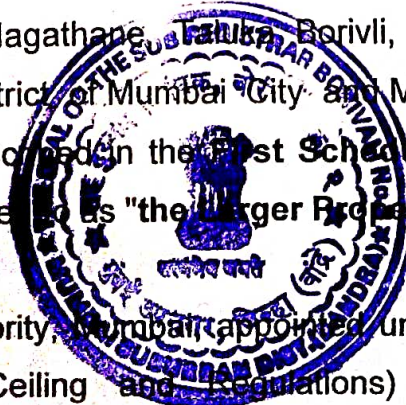
Indian Inhabitant/s residing/having its/their address at  
4, SEJAL APTS, DATTAPADA ROAD,  
BORIVLI - EAST, MUMBAI - 400066.

hereinafter referred to as "the Purchaser/s" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include in the case of an individual/s his/her/their respective heirs, executors, administrators and assigns and in the case of a Partnership Firm the partners for the time being constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and in the case of a body corporate its successors and assigns) of the Other Part;

**WHEREAS:**

(i) One Cable Corporation of India Limited being a company registered under the provisions of the Companies Act, 1956 and having its registered office at Laxmi Building, 6 Shoorji Vallabhdas Marg, Ballard Estate, Mumbai 400 001, (hereinafter referred to as "CCII/ the Owner") is absolutely seized and possessed of or otherwise well and sufficiently entitled to the pieces or parcels of land or ground bearing City Survey No.165 of Village Magathane, admeasuring 1,46,859 sq. mtrs. and City Survey No.163A of Village Magathane, admeasuring 4,469 sq. mtrs. aggregating to 1,51,328 square metres or thereabouts situate, lying and being near Western Express Highway, Village Magathane, Taluka Borivli, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, as more particularly described in the Post Schedule hereunder written and hereinafter referred to as "the Larger Property";

(ii) The Competent Authority, Mumbai, appointed under the provisions of the Urban Land (Ceiling and Regulations) Act, 1976, by its corrigendum dated 22<sup>nd</sup> October 1999, bearing No.C/ULC/6(1) SR-

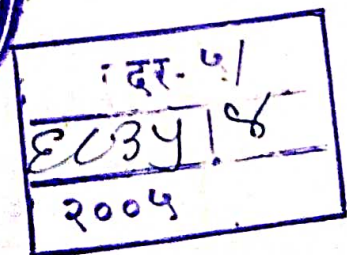


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1/172 to its earlier order dated 31<sup>st</sup> October, 1981 bearing No.C/ULC/6(1)SR-I/171, has, inter alia, declared the entire Larger Property to be non-vacant land.

- (iii) By a Development Agreement dated the 10th day of February, 2005 made between CCI as the "Owner" of the One Part and Kanakia as the "Developer" of the Other Part and registered with the Sub-Registrar of Assurances at Bandra on 11<sup>th</sup> February, 2005 under Serial No. BDR 12 - 615 - 2005 ("the Development Agreement"), CCI has agreed to grant development rights to the Developer authorizing and permitting the Developer to construct residential buildings having floor space of 26,212 sq. mtrs. (plus TDR Floor Space of 1,002 sq. mtrs.) on a portion on the South side of the Larger Property, admeasuring 11,216 sq. metres or thereabouts situate at Village Magathane, Dattapada Road, Borivli (East) more particularly described in the Second Schedule hereunder written (hereinafter referred to as "the said property / the Property to be Developed " on the terms and conditions therein contained.
- (iv) Pursuant to the Development Agreement, the Owner has executed a comprehensive Power of Attorney dated 10th day of February, 2005 ("the Comprehensive Power of Attorney"), which has been duly registered with the Sub-Registrar of Assurances at Bandra on 11<sup>th</sup> February, 2005 under Serial No. BDR 5 - 977 - 2005 in favour of the Developer and its nominees, jointly and severally authorizing them to do all such acts, deeds, matters or things in respect of the said property more particularly described in the Second Schedule hereunder written and inter alia authorizing Kanakia to carry out and complete development in respect of the said property.
- (v) Pursuant to the Development Agreement





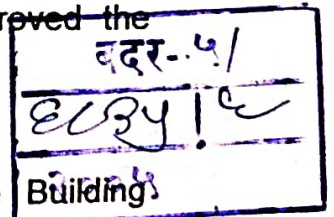
- a. The Developer has made payment of the entire aggregate consideration payable under the Development Agreement and nothing is due and payable in respect thereof.
- b. The Owner has put the Developer in quiet, vacant and peaceful possession of the said property, together with the authority to carry out construction/ development activities on the said property.
- c. Kanakia is entitled to enter into agreements for sale of the premises in the buildings being constructed/ proposed to be constructed on the said property, on a principal to principal basis, under the provisions of the Maharashtra Ownership Flats Act, 1963 ("MOFA") on such terms and conditions and for such consideration as our clients may think fit and proper.
- d. Kanakia has commenced construction of Buildings consisting of flats/Shops on the said property.
- (vi) CCI has not made payment of certain dues to its employees/labour and has suspended certain employees, due to which several disputes are pending against CCI in the Industrial Court/other forums, pursuant to which certain reliefs have been claimed against the Larger Property including the Property to be Developed. However, till date no order and/or injunction restraining CCI from alienating or otherwise disposing the Larger Property has been passed in any of the above proceedings filed by the employees/ workers/union of CCI.
- (vii) Simultaneously with the execution of the Development Agreement, an Indenture of English Mortgage dated 10<sup>th</sup> February, 2005 and registered with the Sub - Registrar of Assurances at Bandra under Serial No. BDR - 12 - 619 - 2005, has been executed by the Developer (as the Mortgagor) and the Owner (as the Confirming Party), in favour



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of Housing Development and Finance Corporation ("HDFC") (as the Mortgagee), in respect of the said property.

- (viii) Since CCI has also entered into several other agreements with third parties and also continues to retain certain portions of the Larger Property, the original Title Deeds in respect of the Larger Property are being retained by CCI.
- (ix) The Owner has executed in favour of the Developer and HDFC, a Deed of Covenant for Production of Title Deeds dated 10<sup>th</sup> February, 2005, which has been duly registered with the Sub Registrar of Assurances at Bandra under Serial No. BDR 12 – 00725 – 2005, in respect of the original Title Deeds of the said property.
- (x) Kanakia proposes construct a Complex consisting of Five Buildings/Wings having residential flats/Shop's on the said property.
- (xi) The following permissions/approvals have been obtained for development of the said property from the Municipal Corporation of Greater Mumbai ("MCGM"):-
- Upon the application made in that regard, by and under the letter dated 12<sup>th</sup> August, 2002 bearing reference no. CHE/1016/DPWS/P&R, the MCGM has granted its no-objection for conversion of the said property situated in Special Industrial Zone (I-3) to Local Commercial Zone (C-1) user, on the terms and conditions specified thereunder.
  - Upon the application made in that regard, by and under the letter dated 9<sup>th</sup> July, 2003, the MCGM has approved the Layout Plan/s of the Larger Property
  - Upon the application made in that regard, the Building Proposals Department of the MCGM has approved the plans





in respect of buildings to be constructed on Property to be Developed and the following IODs/ CCs have been obtained for construction of the buildings on the Property to be Developed:-

<u>Building/Wing No.</u>	<u>IOD No.&amp; Date</u>	<u>CC No. and Date</u>
C & D	E.B./CE/A-3109/BS	CHE/A-3109/BP(WS)AR AR Dated 20/02/2004 Dated 13/05/2005.

As per the MCGM the abovesaid building is numbered as Building no.2 having wing C & D, for the sake of convenience it is numbered by Developers as Wing C & D.

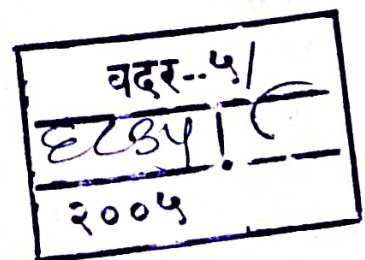
- d. The Property Register Cards in respect of the said property show the name of CCI as the owner of the said property.
- e. Pursuant to the Development Agreement and the Comprehensive Power of Attorney, Kanakia has full right and authority to enter into agreements with the purchasers in respect of the Buildings to be constructed on the said property in accordance with the Layout Plan, the Building Plans, the IODs as specified above and Kanakia has entered into or will be entering into separate agreements with several persons and parties for sale and disposal of the premises in the 5 Buildings/Wings proposed to be constructed and known as, "SAMARPAN", which are more particularly described in the **Third Schedule** hereunder written and delineated on the layout plan annexed as **Annexure "A"** hereto.

- (xii) Kanakia has given inspection of the following documents to the Purchaser which the Purchaser has perused and the Purchaser has express notice of the contents thereof including the terms and conditions and the covenants contained therein :



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- (b) Order bearing No.C/ULC/6(1)SR-1/171 dated 31st October 1981 passed by the Additional Collector & Competent Authority under Section 22 of ULCRA together with the Corrigendum bearing No.C/ULC/6(1) SR-1/172 dated 22<sup>nd</sup> October 1999, passed by the Competent Authority under ULCRA;
- (c) Letter bearing No. CHE/1016/DPWS/P&R dated 12<sup>th</sup> August, 2002 issued by the MCGM granting its no-objection for conversion of the of the said property situated in Special Industrial Zone (I-3) to Local Commercial Zone (C-1) user, on the terms and conditions specified thereunder.
- (d) Copies of the Property Register Cards annexed herewith and marked, **annexure-"B"**, in respect of the said property, which continues to stand in the name of the CCI.
- (e) Copy of IOD bearing Nos. the E.B./CE/A-3109/BS dated 20<sup>th</sup> February, 2004 in respect of two Buildings/Wings to be constructed on the said property, annexed herewith and marked as **annexure-"C"**.
- (f) Copy of Commencement Certificate bearing no.CHE/A-3109/BP(WS)AR Dated 13/05/2005, annexed hereto as **annexure-"D"**.
- (g) Copy of the registered Development Agreement dated 10<sup>th</sup> February, 2005 entered into between the Owner and the Developer.





(h) Copy of the registered Irrevocable Comprehensive Power of Attorney dated 10<sup>th</sup> February, 2005 granted by the Owner in favour of the Developer.

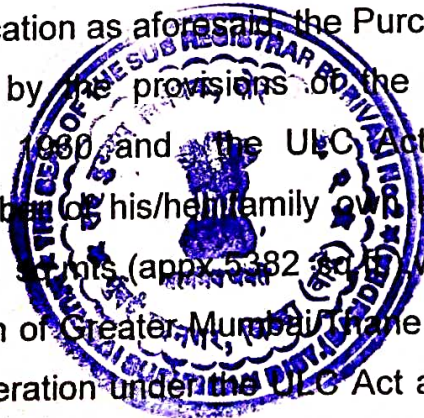
(i) Copy of the registered Deed of English Mortgage dated 10<sup>th</sup> February, 2005 executed by Kanakia (and CCI, as the Confirming Party) in favour of HDFC;

(j) Certificate of Title dated 14<sup>th</sup> March, 2005 issued by Wadia Ghandy & Co., Advocates & Solicitors, certifying the title of the Owner to the said property as clear, marketable and free from encumbrances save and except for the English Mortgage executed by the Developer in favour of HDFC;

(k) Kanakia has also supplied to the Purchaser such documents as are mentioned in the MOFA and the Rules made thereunder and as demanded by the Purchaser.

(xiii) The Purchaser has requested Kanakia to sell and allot to the Purchaser the Flat No. 1105, along with Stilt/Open parking space no. — in Building/Wing No. "C" (as per the details given in **Part A of the Fourth Schedule** hereunder written) ("**the said Building**") in the proposed Complex known as, "**SAMARPAN**", presently being constructed by Kanakia, on the said property, which are hereinafter referred to as "**the said Premises**".

(xiv) Prior to making the application as aforesaid, the Purchaser has made a declaration as required by the provisions of the Maharashtra Co-operative Societies Act, 1960 and the U.C. Act that neither the Purchaser nor any member of his/his family own house, building or tenement exceeding 500 sq. mts. (appx. 5382 sq. ft.) within the limits of the Municipal Corporation of Greater Mumbai, or as also under the Greater Mumbai Agglomeration under the U.C. Act and the Purchaser hereby once again declares and confirms the same.



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(xv) Relying upon the aforesaid declaration and at the request of the Purchaser and subject to all that is stated in these presents, Kanakia has agreed to sell to the Purchaser and the Purchaser has agreed to purchase/acquire from Kanakia the said Premises at or for the consideration mentioned in Part "B" of the Fourth Schedule hereunder written and upon the terms and conditions mentioned in this Agreement.

(xvi) Under Section 4 of MOFA, Kanakia is required to execute a written agreement for sale of the said Premises being in fact these presents and upon the execution of this Agreement and it being lodged for registration by the Purchaser and Kanakia being informed about the same, Kanakia is required to admit execution thereof before the concerned office of the Sub Registrar of Assurances.

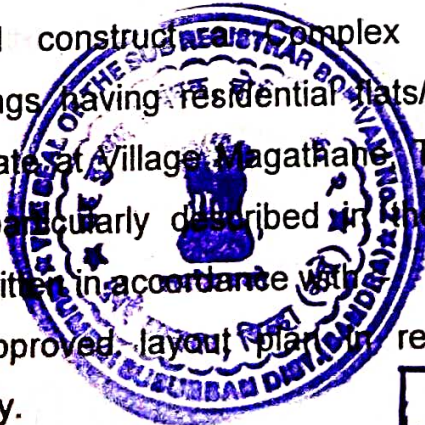
(xvii) Prior to or simultaneously with the execution of these presents, the Purchaser has paid to Kanakia earnest amount as mentioned in Part B of the Fourth Schedule hereto for the purchase of the said Premises (the payment and receipt whereof Kanakia does hereby admit and acknowledge).

(xviii) In the circumstances, the parties hereto have agreed to execute this Agreement as is hereinafter appearing.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as follows:-

1. Kanakia will construct a complex consisting of five Buildings/Wings having residential flats/Shop's on the said property situate at Village Magathane Taluka Borivli on the land more particularly described in the Second Schedule hereunder written in accordance with

(i) The approved layout plan in respect of the said property.

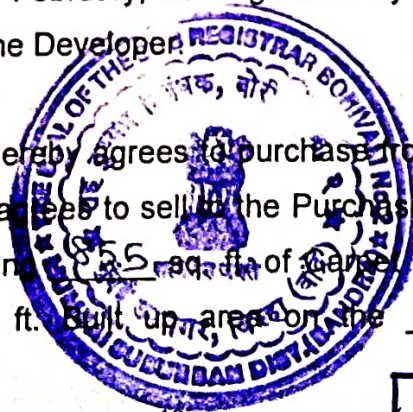


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- (ii) Order dated 31st October 1981, bearing No.C/ULC/6(1)SR-1/171 passed by the Additional Collector & Competent Authority under Section 22 of ULCRA together with the Corrigendum dated 22<sup>nd</sup> October 1999, bearing No.C/ULC/6(1) SR-1/172 passed by the Competent Authority under ULCRA.
- (iii) Letter dated 12<sup>th</sup> August, 2002 bearing no. CHE/1016/DPWS/P&R issued by the MCGM granting its no-objection for conversion of the said property situated in Special Industrial Zone (I-3) to Local Commercial Zone (C-1) user, on the terms and conditions specified thereunder.
- (iv) Approved Building Plans of the Two buildings/Wings to be constructed on the said property.
- (v) IOD bearing No. the E.B./CE/A-3109/BS dated 20<sup>th</sup> February, 2004 in respect of the building/s to be constructed on the said property.
- (vi) The Development Agreement dated 10<sup>th</sup> February, 2005 entered into between the Owner and the Developer
- (vii) The Irrevocable Comprehensive Power of Attorney dated 10<sup>th</sup> February, 2005 granted by the Owner in favour of the Developer

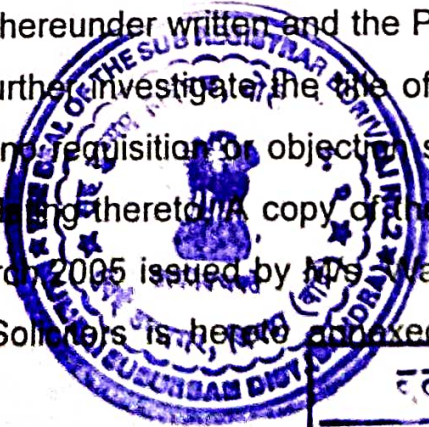
2. The Purchaser hereby agrees to purchase from Kanakia and Kanakia hereby agrees to sell to the Purchaser one Flat. No. 1105, admeasuring 855 sq. ft. of carpet area equivalent to 989 sq. ft. Built up area on the 11<sup>th</sup> Floor of



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Building / Wing "C" along with Still/Open Parking No. — (hereinafter collectively referred to as "the said Premises") as described in Part A of the Fourth Schedule and shown on the floor plan hereto annexed and marked Annexure "F" for the price of Rs. 35,79,025/- including Rs. — being the proportionate price of the common areas and facilities appurtenant to the said Premises, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the Fifth Schedule hereunder written. The Purchaser hereby agrees to pay to Kanakia the balance amount of purchase price of Rs. 34,00,073/- (Rupees THIRTY FOUR LAKH SEVENTY THREE ONLY only), being the balance sum payable to Kanakia after considering the earnest money of Rs. 1,78,952/- which has already been paid by the Purchaser to Kanakia on or before the execution of this agreement) in the manner provided in Part B of the Fourth Schedule hereunder written and upon the terms and conditions provided in this Agreement.

3. The said Premises shall contain the amenities as per the particulars given in the Sixth Schedule hereunder written.
4. The Purchaser has prior to the execution of this Agreement satisfied himself/herself/itself about the title of Kanakia to the Property to be Developed more particularly described in the Second Schedule hereunder written and the Purchaser shall not be entitled to further investigate the title of the Owner or the Developer and no requisition or objection shall be raised upon any matter relating thereto. A copy of the Certificate of Title dated 14<sup>th</sup> March 2005 issued by M/s. Wadia Ghandy & Co, Advocates & Solicitors is hereto annexed and marked Annexure "E".



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On or towards the West by: Property belonging to  
Cable Corporation of India Ltd.

On or towards the East by: Western Express Highway

**THE THIRD SCHEDULE ABOVE REFERRED TO :**

**"PART - A"**

**(Description of the Buildings to be constructed on the said  
Property)**

Five Buildings/Wings on the land bearing City Survey Nos.165  
and 163A situated at Village Magathane, Dattapada Road, Borivli  
(East).

**THE FOURTH SCHEDULE ABOVE REFERRED TO :**

**"PART - A"**

**(Description of the said Premises)**

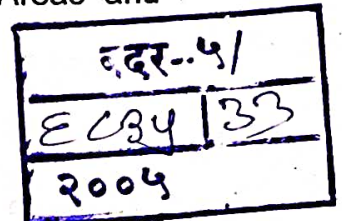
Flat in the Complex known as, "SAMARPAN", having its  
aggregate price of Rs. 35,79,025 /- (Rupees THIRTY  
FIVE LAKH SEVENTY NINE THOUSAND TWENTY  
FIVE ONLY Only). Particulars of  
premises: flat bearing no. 1105, admeasuring 855 sq.ft.  
Carpet area equivalent to 989 sq.ft. built up area  
(including      sq.mts. Carpet Area of Balcony if any), on  
11<sup>th</sup> floor along with Stilt/Open parking space no.       
having an area of      in Building/Wing no. C1 of  
"SAMARPAN".

**"PART - B"**

**(Installments of consideration payable by the Purchaser)**

The Purchaser Shall pay Rs. 35,79,025 /- (Rupees  
THIRTY FIVE LAKH SEVENTY NINE THOUSAND  
TWENTY FIVE ONLY) including proportionate price for  
Common Areas & Facilities and Limited Common Areas and  
facilities, if any, payable as under

- 1) Rs. 6,78,952 /- 19% as earnest money
- 2) Rs. 3,57,902 /- 10% of the purchase price before execution of Agreement of Sale



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

SIGNED SEALED AND DELIVERED )  
by the withinnamed "KANAKIA" )  
M/s. KANAKIA CONSTRUCTION PVT. LTD. )  
by the hand of its Director )  
Mr. \_\_\_\_\_ )  
in the presence of \_\_\_\_\_ )

For Kanakia Construction Pvt. Ltd.

H-B   
Director

SIGNED AND DELIVERED )  
by the withinnamed "PURCHASER" )  
1) MR. RAJESH K. GALA )  
2) MRS. DARSHANA R. GALA )  
3) \_\_\_\_\_ )  
in the presence of \_\_\_\_\_ )

  
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RECEIVED of and from the withinnamed )  
Purchaser a sum of )  
Rs. 1,78,952/- (Rupees ONE LAKH )  
SEVENTY EIGHT THOUSAND )  
NINE HUNDRED FIFTY TWO only )  
in cash / by cheque No. 294073 )  
dated 09/04/05 )  
drawn on BANK OF MAHARASHTRA )  
(subject to realisation being the )  
earnest or deposit to be paid by the )  
Purchaser as within mentioned. )

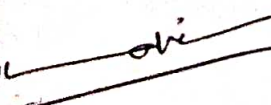
) Rs. 1,78,952/- 1-



WITNESS :

WE SAY RECEIVED,

For KANAKIA CONSTRUCTION PVT. LTD.,

H-B   
(DIRECTOR)

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ECBY/BC  
२००५



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

SIGNED SEALED AND DELIVERED )  
by the withinnamed "KANAKIA" )  
M/s. KANAKIA CONSTRUCTION PVT. LTD. )  
by the hand of its Director )  
Mr. \_\_\_\_\_ )  
in the presence of \_\_\_\_\_ )

For Kanakia Construction Pvt. Ltd.

H.B. Kulkarni  
Director

SIGNED AND DELIVERED )  
by the withinnamed "PURCHASER" )  
1) MR. RAJESH K. GALA )  
2) MRS. DARSHANA R. GALA )  
3) \_\_\_\_\_ )  
in the presence of \_\_\_\_\_ )

Rajesh K. Gala  
एशिया रिजिस्ट्रार

RECEIVED of and from the withinnamed )  
Purchaser a sum of )  
Rs. 1,78,952/- (Rupees ONE LAKH )  
SEVENTY EIGHT THOUSAND )  
NINE HUNDRED FIFTY TWO only )  
in cash / by cheque No. 294073 )  
dated 09/04/05 )  
drawn on BANK OF MAHARASHTRA )  
(subject to realisation being the )  
earnest or deposit to be paid by the )  
Purchaser as within mentioned. )



) Rs. 1,78,952/-

WE SAY RECEIVED,

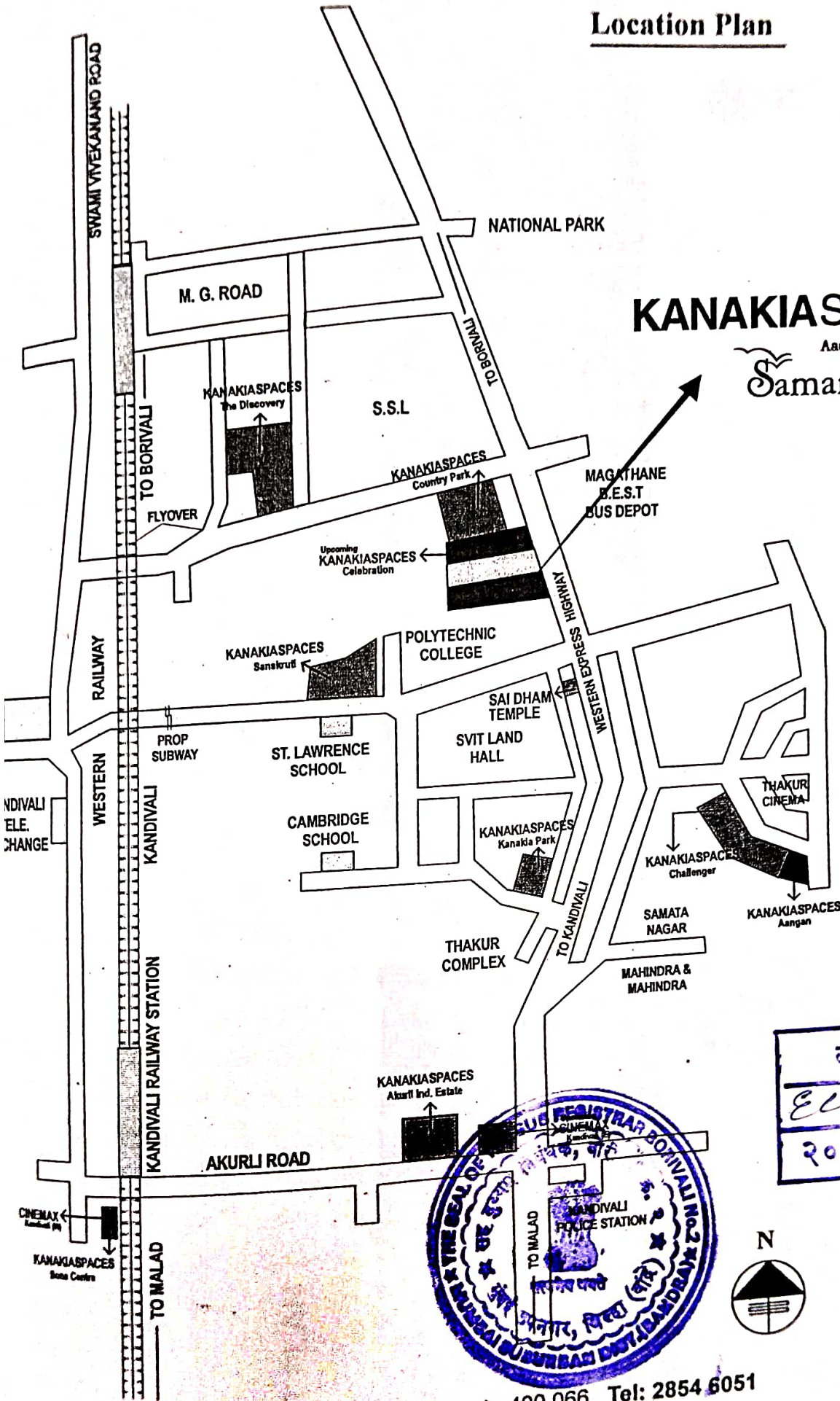
WITNESS :

For KANAKIA CONSTRUCTION PVT. LTD.,

H.B. Kulkarni  
(DIRECTOR)

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१८३५/३८  
२००५

# Location Plan



**KANAKIASPACES™**

Aao, Dil Mein Ghar Banao

Samarpan  
Borivali (E)

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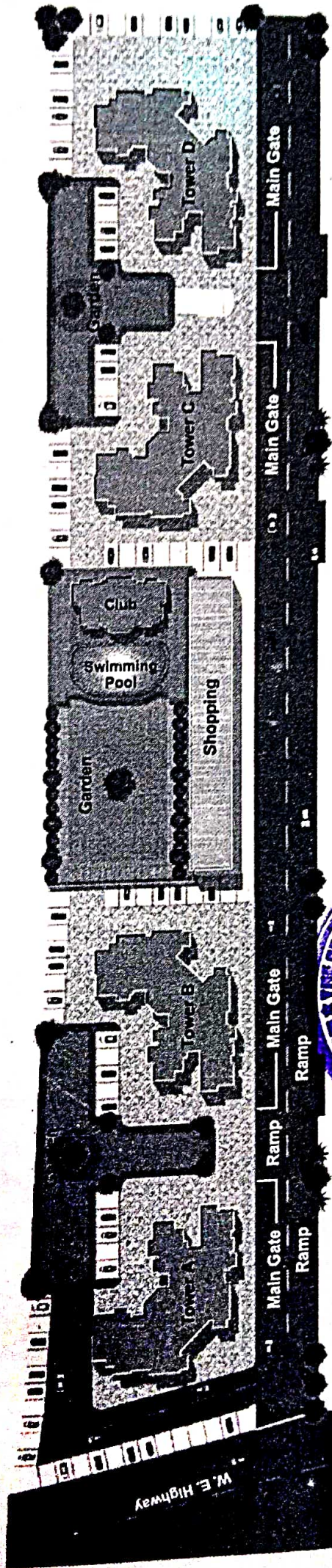


ite; Western Express Highway, Borivali (E) Mumbai - 400 066. Tel: 2854 6051



ANNEXURE -A

LAYOUT PLAN



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E. C. B. Y. |  
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in replying please quote No. and date of this letter.

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

No. E.B./CE/A-3109 BS/A R of 200 - 200

20 FEB 2004

MEMORANDUM

Municipal Office,

Mumbai .....200

M/S. CABLE CORPORATION OF INDIA.

With reference to your Notice, letter No. 1416 (337) dated ..... 200 and delivered on 21/2/2004 and the plans, Sections Specifications and Description and further particulars and of your buildings at Proposed Bldg.No.2 on sub plot 'A' on plot bearing CTS No.163-A & 163 of village Magathane, Borivali(?) under your letter, dated ..... 200..... I have to inform you that I cannot approval of the building work proposed to be erected or executed, and I therefore hereby formally intimate to your, under Section 346 of Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons :-

CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK/BEFORE PLINTH C.C.

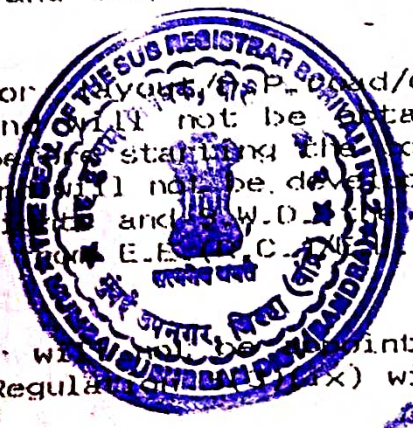
That the C.C. under Sec. 44\69(1)(a) of the M.R.T.P. Act not be obtained before starting the proposed work.

That the compound wall is not constructed on all sides of plot clear of the road widening line with foundation below of bottom of road side drain without obstructing the flow of water from the adjoining holding to prove possession of ng before starting the work as per D.C.Reg.Nb.38(27)

That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level wherever is higher with murum, earth, boulders etc. and will not be levelled, rolled, consolidated and sloped towards road side before starting the work.

That the specification for road/development of setback land and road construction (W.S.) Z-IV before starting the construction and the access and setback land will not be developed according to the specification including providing street lighting and W.D. completion will not be obtained before submitting B.C.C.

That the Structural Engineer will be appointed, supervision memo as per Appendix XI (Regulation 10) will not be executed by him.



Handwritten file number: 1416-4/ E134/189. Date: 2004.

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

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirement but not otherwise you will be at liberty to proceed with the said building or work at anytime before the ..... day of ..... 19/2/2005, but not so as to contravene any of the provision of the said Act, as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

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

TRUE COPY

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ARCHITECTS  
Publishing House,  
In Floor, Calcutta Street,  
Estate, Mumbai- 400 038

Executive Engineer, Building Proposals,  
Zone, Words.

**SPECIAL INSTRUCTIONS**

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

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

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

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

"(a) Not less than, 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which a drain from such building can be connected with the sewer than existing or thereafter to be laid in such street"

"(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.)- of building.

"(c) Not less than 92 ft. ( ) meters above Town Hall Datum."

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property tax is required to give notice of erection of a new building or occupation of building which has been vacant, to the Municipal Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespectively of the date of completion or occupation. The valuation of the premises is liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which completion or occupation is detected by the Assessor and Collector's Department.

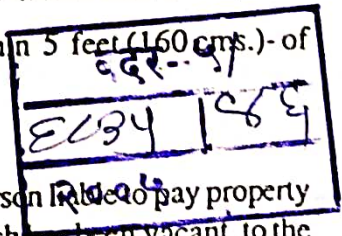
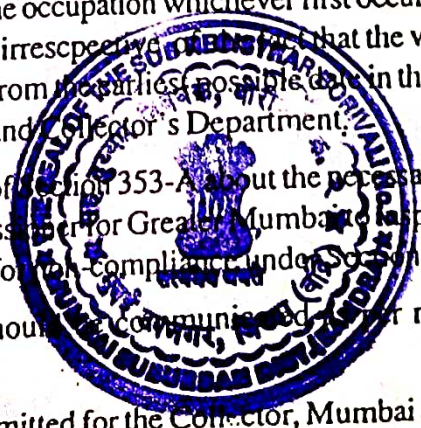
(5) Your attention is further drawn to the provision of Section 353-A about the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to issue occupation certificate before occupation and to levy penalty for non-compliance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

(6) Proposed date of commencement of work should be communicated to the Collector, Mumbai Suburbs District, in accordance with the requirements of Section 471(a) of the Bombay Municipal Corporation Act.

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

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburbs 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.

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





That the structural design including provision of seismic/wind load and or calculations and for the proposed work and for existing building showing adequacy thereof to take up additional load shall not be submitted before C.C.

7. That the sanitary arrangement for workers shall not be proved as per Muni. Specifications, and drainage layout will not be submitted before C.C.

8. That the Indemnity Bond indemnifying the Corporation for damages, risks accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.

9. That the existing structure proposed to be demolished and shifted will not be demolished or necessary phase programme will agreement will not be submitted and got approved before C.C.

10. That the requirements of R.C.C. of E.E.(S.W.D.)/E.E.(T&C)/E.E.(R.C.)/E.E.(SEW)/E.E.(W.W.)/C.P.U./Dir. of Industry will not be obtained and the requisition will not be complied with before occupation certificate / B.C.C.

11. That the qualified/registered site supervisor through Architects /Structural Engineer will not be appointed before applying for C.C.

12. That extra water and sewerage charges will not be paid to A.E.W.W.P/South Ward before C.C.

13. That the N.O.C. from A.A.& C. (R/Central) shall not be submitted before requesting for C.C. and final N.O.C. shall not be submitted before requesting for occupation / B.C.C.

14. That the N.O.C. from H.E. shall not be submitted before requesting for C.C.

15. That the copy of the application made for non-agricultural user permission shall not be submitted before requesting for C.C.

16. That the regd. u/t. from the Developer to the effect that meter cabin, Stilt Portion, society office, servants toilet, part/pocket terrace shall not be misused in future shall be submitted before requesting for C.C.

17. That the development charges as per P.R. Card (Annexure I) shall not be paid.

18. That the demarcation from amenity open space shall not be obtained before requesting for C.C.

19. That the amenity open space area shall not be not levelled and fenced and handed over to the Corporation free of encumbrances before requesting the C.C. beyond the limit of plot area.

20. That the C.T.S. Plan and P.R. Card area written in words through S.L.R. shall not be submitted before C.C.



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- 34. That Provision of Rain Water Harvesting as per the design prepared by approved consultants in the filed shall be made to the satisfaction of Municipal Commissioner while developing plots having area more than 1000 sq.mtrs.
- 37. That the plot shall not be got demarcated from C.I. Survey Dept./T.T.Dept. before requesting for plinth C.C.
- 38. That the structures proposed to be demolished shall be demolished before requesting for C.C.
- 39. That the NOC and demarcation from Highway Authorities shall be obtained for deriving access to the plot under reference and condition put by Highway Authority shall be complied with before requesting for C.C.
- 40. That the requirement of clause 40 & 41 of DCR 91 shall not be incorporated in proposed plan and requirements shall not be complied with before submitting B.C.C.

**B CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.**

- 1. That the plinth/Stilt height shall not be got checked by this office staff.
- 2. That the water connection for construction purposes will not be taken before C.C.
- 3. That the plan for Architectural elevation and projection beyond proposed building line will not be submitted and got approved before C.C.
- 4. That the permission for constructing temporary structure of any nature shall not be obtained.
- 5. That the Compound wall shall not be constructed before requesting further C.C.

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**C- GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C.**

- 1. That the dust bin will not be provided as per C.E. s Circular No. CE/9297/II of 26.6.1978.
- 2. That 10'0" wide paved path way, etc. staircase will not be provided.
- 3. That the surrounding open space, parking spaces and terrace will not be kept open.
- 4. That the name plate/building showing No., Name of the Bldg. etc. will not be displayed at prominent place before O.C.C./B.C.C.
- 5. That carriage entrance shall not be provided before starting the work.



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6. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
7. That the non-agricultural permission/revised N.A. shall not be submitted before occupation.
8. That terraces, sanitary blocks, washbas in kitchen will not be made water proof and same will not be provided by method of ponding and all sanitary connections will not be leak proof and smoke test will not be done in presence of municipal staff.
9. That final N.O.C. from H.E. (Deptt.) / E.E. (S.W.D.) / E.E. (R.C.) / E.E. (T.&C.) / E.E. (sew) / C.F.O. / Dir. of Industry/C.A.U.L.C. shall not be submitted before occupation.
10. That final N.O.C. from A.A. & C. R/Central shall not be submitted before occupation.
11. That Structural Engineers Stability Certificate along with R.C.C. design canvas plan shall not be submitted.
12. That the debris shall not be removed before submitting B.C.C.
13. That co-op. society of the prospective purchaser shall not be formed and regd. certificate to that effect shall not be submitted before B.C.C.
14. That canvas mounted plans shall not be submitted along with Notice of Completion of work u/sec. 353A of M.M.C. Act for work completed on site.
15. That every part of the building constructed and more particularly O.H. tank will not be provided with proper access for staff of P.C.O. office with a provision of safe and stable ladder.
16. That Site Supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed format.
17. That some of the drains shall not be laid internally with C.I. Pipes.
20. That the laminated copies of Licence of Architect & Site Supervisor shall not be submitted.

20. That the laminated copies of Licence of Architect & Site Supervisor shall not be submitted.

21. That certificate under Sec. 27 of M.M.C. Act will not be obtained from H.E. s Department regarding adequacy of water supply.



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ECBY 180
2004

NOVA-3109\SG  
 LIC IS ISSUED SUBJECT  
 TO THE M.M.C. ACT 1973

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*[Signature]*  
 ARCHITECTS

*[Signature]* 17/2/04  
 EXECUTIVE ENGINEER,  
 BUILDING : D.P.C. 11



NOTES

The work should not be started unless objections are complied with

A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.

Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.

Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.

Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.

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 presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.

The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner/ architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.

The work should not be started unless the manner in obviating all the objection is approved by this department.

No work should be started unless the structural design is approved.

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 & dimension.

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The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road and footpath.

AGULS ARCHITECTS  
of Asia Publishing House,  
Fourth Floor, Colicut Street,  
Ballard Estate, Mumbai 400 038

All the terms and conditions of the approved layout/sub-division under No. should be adhered to and complied with.

No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.

recreation ground or amenity open space should be developed before submission of Building Completion Certificate.

The access road to the full width shall be constructed water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including installing lighting and drainage before submission of the Building Completion Certificate.

flow of water through adjoining holding or culvert, if any should be maintained unobstructed.

the surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces the rate of 125 cubic meters per 10 sq. meters below payment.

the compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting work to prove the owner's holding.

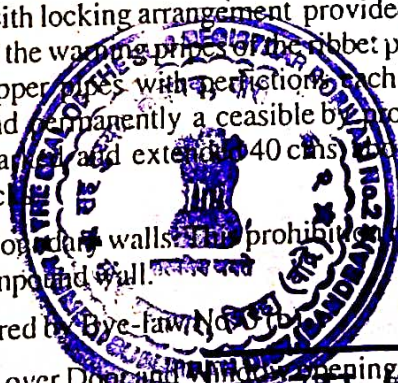
work should be started unless the existing structures proposed to be demolished are demolished



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- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing commissioner under Section 13 (ii) (H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following :-
- Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the area in occupation of each.
  - 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.
  - Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of a lock and the warning pipes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perforations each not exceeding 1.5 mm. in diameter. the cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extend 40 cms above the top where they are to be fixed an its lower ends in cement concrete block.
- (31) No broken bottles should be fixed over boundary walls. The prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by bye-law No. 107.
- (b) Lintels or Arches should be provided over Door and window opening.
- (c) The drains should be laid as require under Section 234 (a).
- (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.



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ARCHITECTS  
Asia Publishing House,  
Fourth Floor, Colaba Street,  
Bellard Estate, Mumbai-400 036

2004

Executive Engineer, Building Projects  
EXECUTIVE ENGINEER,  
Zones

2004 ✓  
COPY TO LICENSED SURVEYOR/OWNER



MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1986 (FORM "A")  
 NO. CHE/A-3109 /BP (W/S) /M/AR

3 MAY 2005

**COMMENCEMENT CERTIFICATE**

To, M/s. Cable Corporation of India, Owner.

With reference to your application No. 2740 dated 02.12.2002 for Development Permission and grant of Commencement Certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act 1986, to carry out development and building permission under section 34B of the Bombay Municipal Corporation Act 1908 to erect a building to the development work of Proposed Residential Bldg. /BP/ No. 2 on C.T.S. No. 165 & 163 A Sector-I at premises at Street Datt-Pada Road Village Magathane Plot No. 'A' situated at Sorivali (East) Ward R/Central

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 for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act 1986.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:
  - (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not accordance with the sanctioned plans.
  - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal commissioner for Greater Mumbai is contravened or not complied with.
  - (c) The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the application and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1986.
7. The condition of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed S. P. R. Assistant Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act. This C.C. is restricted for work upto Full Slab Level

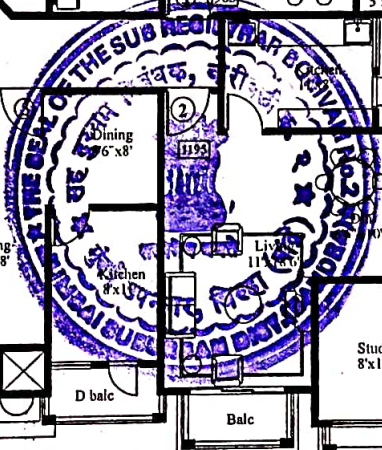
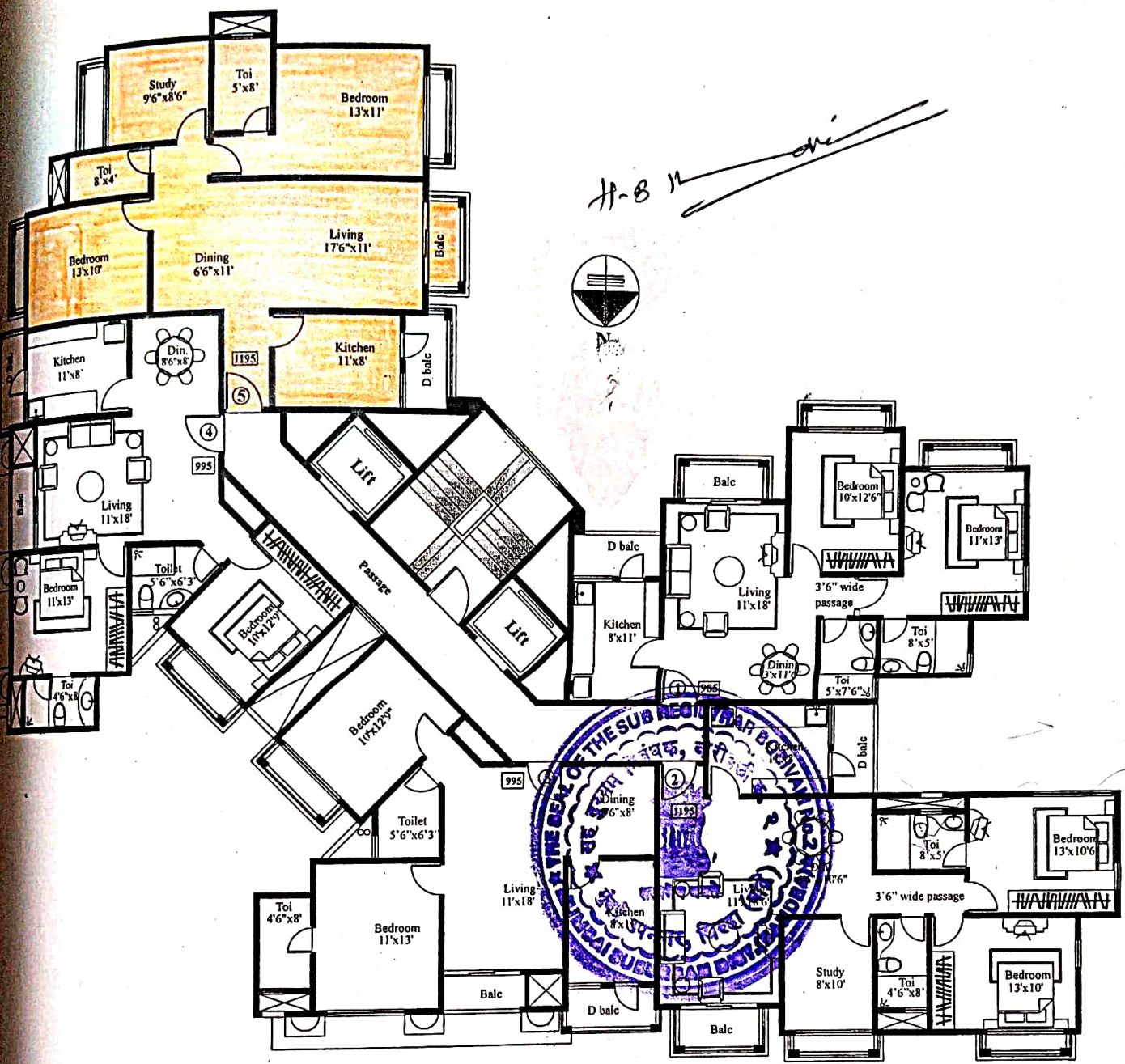


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For and on behalf of Local Authority  
 Brihanmumbai Mahanagarpalika  
 Asst. Engineer, Building Proposal (West (Sub.))  
 17/8 'R' Wards  
 FOR



H-8 *ni*



FLAT NO. 1105.  
FLOOR - 11<sup>th</sup>.  
WING - C.

वदर-५/  
ELBY  
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*Signature*  
एशिका राजेश गाला

Samarpan

Wing C - 2nd to 7th & 9th to 14th floor plan

For KANAKIA CONSTRUCTION PVT. LTD

Director



04/10/2005  
3:27:39 pm

दुय्यम निबंधकः  
बोरीवली 2 (कांदिवली)

दस्त गोषवारा भाग-1

बदर5

दस्त क्र 6835/2005

दस्त क्रमांक : 6835/2005

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठशाचा ठसा

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लिहून घेणार  
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*Rajesh*



2 नाव: दर्शना आर गाला -- -  
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*दर्शना राजेश गाला*



3 नाव: मे कनकिया कॅन्ट्र. प्रा लि चे संचालक हिमांशु  
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*Himanshu*



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