



बृहन्मुंबई विद्युत पुरवठा आणि परिवहन उपक्रम

(बृहन्मुंबई महानगरपालिका)

बेस्ट भवन, पो.बॉ.नं. १९२, बेस्ट मार्ग, कुलाबा, मुंबई - ४०० ००१

Ward Office Address:

Customer Care 'A' Ward, B.E.S & T Undertaking, Electric House, 1st Floor, Colaba, Mumbai-400001, Tel No- 22851218

Name : CHEMTROLS INDUSTRIES PRIVATE LIMITED Mobile No:98XXXXX019 Email ID:XXXXyan@chemtrols.com	Bill For : Jun-2024 Date of Bill : 18/06/2024 Invoice No. : 406894185421
Billing Address : 910,FLOOR-9,PLOT-212,WEST WING,TULSIANI CHAMBERS,FREE PRESS JOURNAL MARG,NARIMAN POINT,MUMBAI-400021	Book Folio No. : 894185 Consumer No. : 894-185-421*6 Cycle : 10 C.A.No. : 1053517 Type of Supply : 1P Bill Period : 10/05/2024 - 07/06/2024 Service No : 552300-X-X Installation No. : 0 Tariff : LT II A Sanctioned Load : 5.530 KW Category : COMMERCIAL Security Deposit : 10000.00 Ward : A
Power Supply Address : 910,FLOOR-9,PLOT-212,WEST WING,TULSIANI CHAMBERS,FREE PRESS JOURNAL MARG,NARIMAN POINT,MUMBAI-400021	Last Payment Received ₹ 0.00 Last Payment Received Date 07/05/2024

Current Bill Amount ₹	Past Dues ₹	Due Date *	Bill Amount Before Due Date ₹	Bill Amount After Due Date ₹ **
14614.23	11137.31	08/07/2024	25750.00	25933

* Due date valid only for current bill amount ** Interest will be levied on arrears as applicable

Important Contact Details Fuse Control/Off Supply 22184242/9029194242/ 9920564242 8828871649	Billing Complaints 22799546	Electricity Theft/ Unauthorised use South-22814996	Fault Control 22066661/22066611/90 29156611/9920196611	For Street Lighting Complaints 8097584815 / 7208836089
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Internal Complaint Redressal Cell	Consumer Grievances Redressal Forum
Assistant Admin. Manager, Customer Care 'A' Ward, 1st Floor, Electric House, Colaba, Mumbai-400001. Tel No-22799524. Email : igrccaward@bestundertaking.com	Ground Floor, Multistoried Annex Bldg, Accomodation Road, Colaba, Mumbai - 400001 Visit : www.cgrfbest.org.in Email : decgrfb@bestundertaking.com

"IMPORTANT MESSAGE"

NEFT / RTGS Electricity Bill Payment (IDFC First Bank)

Name of Beneficiary : BEST Undertaking
Beneficiary Account Number : BESTDXXXXXXXXXX-9 digit Consumer No.
Bank Name and Branch : IDFC First Bank Ltd, Chennai, R.K.Saral.
IFSC Code : IDFB000101

NEFT / RTGS Additional Security Deposit Payment (IDFC First Bank)

Name of Beneficiary : Best Undertaking
Beneficiary Account Number : BESTEXXXXXXXXXX-9 digit Consumer No.
Bank Name and Branch : IDFC First Bank Ltd, Chennai, R.K.Saral.
IFSC Code : IDFB000101

NEFT / RTGS Electricity Bill Payment (SBI)

Name of Beneficiary : Best Undertaking
Beneficiary Account Number : BESTEXXXXXXXXXX-9 digit Consumer No.
Bank Name and Branch : STATE BANK OF INDIA, MAIN BRANCH
IFSC Code : SBIN0000000

Past Consumption

Bar Graph Unit kWh Month
Meter No - 2295374

938	May-24
920	Apr-24
860	Mar-24
864	Feb-24
766	Jan-24
779	Dec-23
680	Nov-23
510	Oct-23
483	Sep-23
368	Aug-23
497	Jul-23

Units Consumed kWh

Jun-24	1232
Jun-23	614

Bill Collection Centers in your area

Colaba Best Office : New Admin Bldg, Best Marg, Colaba, Mumbai 400001
Flora Fountain : Hutatma Chowk, Near Central Tar office, Mumbai 400 001
Backbay : Backbay Depot, Capt. Prakash Pethe Marg,
Fort Market : Mint Road, Main Post office, Mumbai-400 001
Colaba Bus Station : Colaba Bus Station, Mumbai-400001
Nagar Chowk : Near BMC Headquarter, Mahapalika Marg, Nagar Chowk, Mumbai 400 001

This Electric Bill is issued for electricity used and may not be treated as proof for other

Pay Bills on miBEST Best Undertaking official app

Now pay bill without que
Click here to download
<https://play.google.com/store/apps/details?id=com.best.miBEST.Droid&hl=en>
for details & more information - www.bestundertaking.com

Available on the App Store GET IT ON Google Play

(Girish G.Chandankar)
Chief Engineer Customer Care

"This bill for power supply cannot be treated as proof that the premises for which the power supply has been granted is an authorised structure nor would the issuance of the bill amount to proof of ownership of the premises."

Scan this QR code for payment through UPI App

Consolidated Stamp Duty paid to General Stamp Office, Mumbai vide Order No. MUDRANK SHULK NUMBER. CSD/20/20237 (Validity Period from dtd.29.11.2023 to dtd.31.01.2026)/4848, dtd.30.11.2023.

Crossed Cheque ** / D.D. Should be in Favour of * BEST Consumer 894185421*6 "

D / W / CY	CONSUMER NUMBER	BILL DATE	DUE DATE	BILL AMOUNT ₹
S/A/10	894-185-421*6	18/06/2024	08/07/2024	25750.00

If you have paid Arrears of , Please bring the paid bill and Pay
** Payment by made cheque is subject to realization.

Tulsiani Chambers Premises Co-Operative Society Limited

Regd No BOM/GEN/A-1383 OF 1982
Tulsiani Chambers, 212, Nariman Point, Mumbai-400021

MAINTENANCE BILL (QUARTERLY) (Apr 01, 2024 to Jun 30, 2024)

UNIT DETAILS		BILL DETAILS	
Building	Tulsiani Chambers	Bill No	IN181
Wing	-	Due Amount	35599.00
Unit	910	Bill Date	Apr 01, 2024
Area	435 Sq. Feet	Due Date	Apr 30, 2024
Mem. GSTIN	-	Soc. GSTIN	27AAAT8890N2ZL
State	Maharashtra	Soc. PAN	AAAAT8890N

Name Chemtrols Industries Pvt. Ltd.

Group	Particulars	SAC Code	Amount	CGST (%)	CGST Amount	SGST (%)	SGST Amount	Total
Funds	Sinking Fund	999599	196.00	9	17.64	9	17.64	231.28
	Ground Lease Rent	NA	1,358.00	0	00.00	0	00.00	1,358.00
Taxes	Municipal Tax (Provisional)	NA	8,658.00	0	00.00	0	00.00	8,658.00
	Electricity Charges	NA	783.00	0	00.00	0	00.00	783.00
Charges	Security/ Up-keeping/ Maint.	999599	4,241.00	9	381.69	9	381.69	5,004.38
	Water Charges	NA	1,305.00	0	00.00	0	00.00	1,305.00
Interest	Interest On Principal	999599	780.26	9	70.22	9	70.22	920.70
Total			17,321.26		469.55		469.55	18,260.36
Principal Amount					17,339.00	Arrears		17,339.00
Accumulated Interest					00.00	Adjustment		-0.36
Thirty Five Thousand Five Hundred And Ninety Nine Rupees Only.							Grand Total	35,599.00

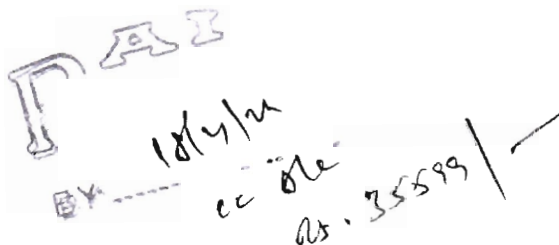
F & O.E

Note:

1. No claim in respect of this Tax Invoice will be entertained unless the same is notified in writing to the Hon Secretary within 10 days from the date of the Tax Invoice
2. Please pay on or before the due date.
3. Interest @18.00% p.a. will be charged on outstanding dues
4. Water Charges @ Re. 1/- sq.ft-month, Electricity Charges @ Rs. 0.60 sq.ft. month, Security/Up-keeping/Maint @ Rs. 3.25 sq.ft month
5. Please make NEFT/RTGS favouring Tulsiani Chambers Premises Co-operative Society Limited. SB A c No. 00011000074606, HDFC Bank LTD., Nariman Point Branch, IFSC - HDFC0000001

Taxable Amount	CGST	SGST	IGST
5,217.26	9%	469.55	9%
		469.55	-

*** This is a computer generated INVOICE. No signature is required.**



 18/4/24
 cc file
 AS. 35599/-

(1) TULSIANI

SPECIAL
ACQUIRE
COLLECTOR

Agreement For Sale

ARTICLES OF AGREEMENT made this 6th
day of March 1980 between TULSIANI BUILDERS PRIVATE
LIMITED, a Private Limited Company In-corporated under the
Companies Act, 1956 (Act 1 of 1956) having its Registered Office at
506 Maker Bhavan No. III, 21 New Marine Lines, Bombay 400 020
hereinafter called 'THE BUILDERS' (which expression shall unless it
be repugnant to the context or meaning thereof mean and include
its successors and Assigns) of the One Part AND Shri/Smt/Messrs.
CHEMTROLS

of Bombay Indian Inhabitant residing/carrying on business at
B 911 Usha Nagar Bhandup.
Bombay.

hereinafter called 'THE PURCHASER' (which expression shall unless
be repugnant to the context or meaning thereof mean and include
his/her/their heirs, executors, successors and assigns) of the other Part.

WHERE AS

By virtue of the following correspondence exchanged between the
Builders, the Under-Secretary to the Government of Maharashtra,
Revenue & Forests Department and the Collector of Bombay, the
Builders had become entitled to a lease for a period of 99 years
in respect of plot No. 212 admeasuring 4875.11 square meters
situate at Block No. III, Backbay Reclamation Scheme, Bombay,
(hereinafter referred to as 'the said plot'), and more particularly
described in the First Schedule hereunder written. The Builders
have also been put in possession of the said plot by the Collector
of Bombay.

- (a) Letter dated 18-1-1972, from the Builders to the Under-Secretary
to the Government of Maharashtra.
- (b) Letter No. LBR-2572/20749-A 1 of 25-4-1974 from the under-
Secretary to the Government of Maharashtra (Revenue & Forest
Department) to the Builders.
- (c) Offer letter dated 26th April 1974, from the Builders to the
Collector of Bombay.
- (d) Letter No. SB-CC3-LND 2540 (212) dated 26-4-1974 From the
Collector of Bombay to the Builders.

As per the terms and conditions on which the Government agreed to
grant lease of plot to the Builders as aforesaid the annual ground
rent payable in respect of the said plot was to be calculated at
the rate of .61% on the notional value of Rs. 5,400/- per square
metre.

Two petitions being Petitions Nos. 519 of 1974 and 553 of 1975
were filed by Pilo Mody and others and Sudhir Joshi and
others respectively in the Bombay High Court against the State
of Maharashtra and others (including the Builders) under Article
226 of the Constitution of India challenging inter alia, the
allotment of the said plot to the builders as aforesaid.

The said two petitions were disposed off by the Hon'ble late
Mr. Justice J. M. Gandhi by his judgments dated 22nd day of

November 1975 and 26th November 1975 respectively. In his said judgments he held inter alia that though the allotments in respect of the said plot was liable to be set aside if the Builders agree to pay lease rent calculated at the rate of 6 1/2% on the notional value of the said plot at Rs. 7,200/- per square meter the Builders would be entitled to continue in possession.

The Builders have as per the order of the late the Hon'ble Mr. Justice Gandhi agreed to pay lease rent calculated at the rate of 6 1/2% of the notional value of Rs. 7,200/- per square metre and are, therefore, entitled under the said judgments retain possession of the said plot and construct building thereon as per the terms and conditions of the agreement to lease.

The remaining terms and conditions on which plot was allotted to the builders as aforesaid are the same as referred to in the correspondence mentioned above. The only change in the terms and conditions regarding allotment of the said plot is with regard to the lease rent which will now be payable at the rate of 6 1/2% on the notional value of the plot at Rs. 7,200/- per square meter instead of 6 1/2% on the notional value of the plot at Rs. 5,400/-.

The Builders propose to construct on the said plot a multi-storied building known as "Tulsiani Chambers" consisting of a basement, Ground floor and eleven upper storeys for Commercial and other permitted non-residential user in accordance with the plans, designs and specifications prepared by the Builders Architects, Messrs Karani & Sanghoi which have been Approved by the Bombay municipal corporation under EB No. 7137 of 8-3-1975.

The Builders have given to the purchaser Inspection of the correspondence referred to in paragraph 1 above together with annexures thereto, as also building plans, specifications and other documents in connection with the construction of the said building.

The Builders intend to sell on what is Known as ownership basis various portions of the said building with a View that the purchasers of the premises in the said building shall form themselves into a commercial Co-operative society to be duly registered Under the Maharashtra Co-operative Societies Act, 1960 (Bombay ACT XXIV of 1961) or a Limited company to be promoted Under the Companies ACT, 1956 and further Upon all the owners under their respective agreements with the Builders for purchase of portions of the said building on ownership basis as aforesaid and on their complying with the terms and conditions of their respective agreements with the builders, the Builders shall get a lease/assignment of the said plot of land together with the building constructed thereon in favour of such commercial Co-operative Society or Limited Company to be formed as aforesaid.

The Purchaser has with full knowledge of the correspondence referred to in paragraph 1 and the terms and conditions of the agreement for lease and draft lease annexed to the same have agreed to purchase from the builders and the Builders have agreed to sell to the Purchaser on what is known as ownership basis Office/shop/show-rooms, parking space/basement/godown No. 910 on the 1st floor of the said building (hereinafter referred to as the said premises) subject to the terms and conditions contained in the said agreement for lease and also subject to the terms and conditions hereinafter mentioned.

Handwritten signature or initials.

The Builders have filed appeal against the said order of the Hon'ble Mr. Justice Gandhi. In the appeal filed by the Builders as aforesaid, the petitioners, the Government and the Builders had arrived at consent terms which are to be filed in Court and necessary orders to be obtained after which the aforesaid appeal will be withdrawn by the Builders and the lease rent will be paid at 61% of the notional value of Rs. 7,200/- per square meter. According to the consent terms arrived at it is agreed that the arrears of lease rent from the expiry of the free period upto 30th June 1980 i. e. for a period of 3 years, 2 months and 5 days will be recovered in 120 equal quarterly instalments beginning from 1st July 1980. Such instalments will be in addition to the current lease rent on and from 1st July 1980. The Purchaser hereby agrees that he shall in addition to his proportionate share of current lease rent payable on and from 1-7-1980 pay his proportionate share of the instalments as aforesaid. The estimated proportionate share of the purchaser in respect of the lease rent on and from 1st July 1980 and the proportionate share of the quarterly instalments as aforesaid is Rs. 1.17 per square foot of the built-up area, which the Purchaser will pay to the Builders as hereinafter provided.

Notwithstanding anything contained in subclause above, in the event the consent terms mentioned above are not filed in Court for any reason whatsoever, it is hereby expressly agreed that the Purchaser will be liable to pay the arrears of the lease rent for the period mentioned in the preceding sub-clause. At the time of handing over possession the Purchaser shall pay to the Builders his proportionate share of the arrears as intimated by the Builders to the Purchaser at the time of handing over possession and also pay his proportionate share of the lease rent on and from the date possession is handed over, in the manner hereafter appearing. If the Purchaser fails to pay his proportionate share of the arrears, then the Builders will be entitled to terminate this Agreement.

A. If the Unitholder desires to sell or transfer his/her interest in the said Unit or desires to transfer or give the benefit of this Agreement to anyone else, then in such event, simultaneously with the Builders granting to the Unitholder the consent the Unitholder shall pay to the Builders a sum equivalent to Rs. _____ (Rupees _____ only) per square foot of the built up area of the said Unit. It is clearly understood and agreed that unless such amount is paid to the Builders by the unit holder, the Builders shall not be bound or liable to consent to such transfer.

B. The person or persons who acquire and/or have acquired from the Builders right to the terrace attached to the respective unit shall, so long as no construction is put up on the terrace, be liable to pay to the Society or Limited Company (as the case may be) a nominal sum calculated at five paise per square foot of such terrace per month, towards the lease rent as also a nominal sum calculated at one paise per square foot of such terrace per month (subject to a minimum monthly amount of Rs. 10/-) towards the outgoings of the society, as also the Municipal taxes actually charged and levied in respect of the use to which the terrace is put by such person. Similar contribution and payment shall be made by the persons who acquire and/or have acquired boarding-right from the Builders. If construction is permissible on such terrace in accordance with law, and proper permission it shall be put up at the cost of the unit-holder concerned, who shall thereafter be liable to pay the normal outgoings in respect thereof.

C. In the event of the Builders constructing a Pent House/Office cum Guest House (as permitted by the Municipal Corporation) hereby specifically agreed and declared that the purchaser of such Pent House/Office cum Guest House will be entitled to use the lifts at all times and the purchaser and Society or Limited Company that may be formed as provided herein will not object to the use of the lifts by the purchaser of the Pent House/Office cum Guest House.

D. Persons acquiring covered car-parking space in the basement shall be liable to contribute a nominal sum of Rs. 15/- (Rupees fifteen) per month towards the lease rent as also a nominal sum of Rs. 15/- (Rupees fifteen) per month towards the outgoings of the Society, as also the Municipal taxes actually charged and levied in respect of the use to which the car parking space is put by such person.

E. Persons acquiring open car-parking space in the compound shall be liable to contribute a nominal sum of Rs. 10/- (ten) per month towards the lease rent as also a nominal sum of Rs. 10/- (ten) per month towards the outgoings of the Society, as also the Municipal taxes actually charged and levied in respect of the use to which the car parking space in the compound is put by such person.

F. Persons requiring store-room in the basement shall contribute a sum calculated at 30 paise per square foot per month towards the lease rent as also a nominal sum of Rs. 50/- (Rupees fifty only) per month per unit towards the outgoings of the Society, as also the Municipal taxes actually charged and levied in respect of the use to which the store room is put by such person.

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

1. In pursuance of the said agreement for lease, the Builders shall in due course and under normal conditions construct on the said plot of land described in the said Schedule hereunder written the said building to be known as "Tulsiani Chambers" in accordance with the said building plans, designs and specifications seen and approved by the Purchaser with such variations and modifications and additions in the said Building as the Builders may consider necessary or as may be required by any public body or authority to be made in them or any of them. The Purchaser hereby consents to any such variations and modifications and additions as aforesaid including the construction of any additional storey or other addition as may be permitted by the Government and the Corporation.

2. The Purchaser hereby agrees to purchase from the Builders and the Builders hereby agree to sell to the Purchaser the said office premises/show-room/motor-garage/parking-space bearing No. 910 on the 9th floor of the said building and which is shown on the plan thereof hereto annexed and shown thereon surrounded by a red coloured boundary line hereinafter called "the said Premises" at or for the price of Rs. 60,900/= (Rupees Sixty thousand nine hundred only) to be paid by the Purchaser to the Builders for the earnest money and by the several instalments as under :-

- (1) Rs. 54,810 (Rupees Fifty four thousand eight hundred and ten only) being 20 per cent of the said price or before the execution of these presents as and by way of earnest money.
- (2) Rs. i.e., 5 per cent of the said price on the starting of piling of the said plot of land described in the Schedule.
- (3) Rs. i.e. 5 per cent of the said price on completion of the plinth of the said building.
- (4) Rs. i.e. 5 per cent on the casting of the first slab of the building.
- (5) Rs. i.e. 5 per cent on the casting of the second slab of the building.
- (6) Rs. i.e. 5 per cent of the casting of the third slab of the building.
- (7) Rs. i.e. 5 per cent on the casting of the fourth slab of the building.
- (8) Rs. i.e. 5 per cent on the casting of the fifth slab of the building.
- (9) Rs. i.e. 5 per cent on the casting of the sixth slab of the building.
- (10) Rs. i.e. 5 per cent on the casting of the seventh slab of the building.
- (11) Rs. i.e. 5 per cent on the casting of the eighth slab of the building.
- (12) Rs. i.e. 5 per cent on the casting of the ninth slab of the building.
- (13) Rs. i.e. 5 per cent on the casting of the tenth slab of the building.
- (14) Rs. i.e. 5 per cent on the casting of the eleventh slab of the building.
- (15) Rs. i.e. 5 per cent on the casting of the twelfth slab of the building.
- (16) Rs. 6090/= being 10 per cent of the said price and the delivery of the possession of the said premises to the purchaser by the Builders.

Transferred from Mr. Anil R. Laxmi

3. The Purchaser hereby agrees to pay all the respective amounts payable by him to the Builders under the terms of clause 2 of this Agreement within 7 days from the posting of an intimation by the Builders to the Purchaser at the aforesaid address of the Purchaser that the aforesaid respective amounts are payable to the Builders by the Purchaser and in respect of each such payment the said period of 7 days for the payment shall be of the essence of the contract. The Purchaser will not be entitled to question or call for proof that the respective amounts of the instalments have become due or payable. On failure by the Purchaser in payment of any of the said instalments referred to in clause 2 hereinabove or in the event of any breach being committed by the Purchaser of the other terms and conditions herein mentioned or non-observance thereof, this Agreement shall at the option of the Builders come to an end and all the amounts paid by the Purchaser shall stand forfeited and the Purchaser shall have no claim against the Builders or the said premises.

4. The Builders will as far as possible provide in the said Building and in the said premises, the fixtures, fittings and amenities as mentioned in the Second Schedule hereunder written.

5. The Builders hereby declare that they have not created any mortgage charge, lien or other incumbrances on the said plot or their interest in the said agreement for lease, and that they will observe and perform the terms and conditions of the said agreement for lease made between the Government of Maharashtra of the one part and the Builders of the other part.

6. Without prejudice to all other rights under this agreement and in favour of the Builders, the Purchaser shall be liable to pay to the Builders interest at the rate of 17% per annum on all amounts which shall remain due and outstanding after a period of seven days from the date of their becoming due.

7. (a) The possession of the said premises shall be given by the Builders to the Purchaser after the said building is ready for use and occupation and the occupation certificate shall have been obtained from the Municipal Corporation of Greater Bombay or other relevant authority or body or public authority. Subject to the provisions of sub-clauses (b) & (c) hereof, the Builders shall give possession of the said premises to the Purchaser on or before the date of March-1977. The Purchaser shall, within seven days of receipt by him of the written notice from the Builders that the said premises are ready for use and occupation and that the occupation certificate has been obtained, take possession of the said premises. Each possession of the said premises shall be subject to the terms of the lease including the said agreement for lease and the conditions of the lease thereto.

(b) The Purchaser shall be entitled to take possession of the said premises as contemplated in sub-clause (a) hereof only if he has observed and performed all the obligations and stipulations contained in this agreement and on his part to be observed and performed and has also duly paid to the Builders all and sundry of the amounts payable by him under this agreement.

(c) Notwithstanding anything contained in this agreement or in any clause, the Builders shall not incur any liability if they are unable to deliver possession of the said premises on or before the date of March-1977 if the completion of the said building is delayed by reason of non-availability of steel or non-availability of cement or on account of civil commotion, riot, strike or any Act of God or on account of any notice, order rule or notification of the Government and/or any other public body or authority or on account of withholding or delay in the grant of the occupation certificate, water connection, and/or any other necessary licences, permissions or sanctions by the Government or

Municipal Corporation of Greater Bombay and/or other public body of authority or for any reason beyond the control of the Builders.

8. If, for any reason other than those mentioned in clause 7 (c) the Builders are unable to give or fail to give possession of the said premises to the Purchaser within the time specified in clause 7 above, or within such extended time as may be agreed between the parties hereto, then the Purchaser shall be entitled to give notice to the Builders terminating this agreement. In which event, the Builders shall, within four weeks from the receipt of such notice refund to the Purchaser the aforesaid amount of deposit and such further amount, if any, that may have been received by the Builders from the Purchaser as instalments in payment in respect of the said premises without any interest and thereafter neither party shall have any claim against the other in respect of the said premises or arising out of this agreement.

(a) On intimation by the Builders from time to time calling upon the Purchaser to pay the amount of Purchaser's share of the ground rent payable under the Purchaser's covenant contained in sub-clause (a) of this clause, the Purchaser shall from time to time forthwith pay such amounts demanded by the Builders for the Purchaser's share of the ground rent as aforesaid and the purchaser will not be allowed to question or dispute such amount nor to call upon the Builders to appropriate the amount so due from the amount of the security deposit, deposited and agreed to be kept deposited by the Purchaser with the Builders in terms of clause 9 (c) hereinafter.

On the execution hereof, the purchaser shall deposit and keep deposited with the Builders a sum of Rs. 3262-80 without interest as security deposit for payment by the Purchaser of the Purchaser's share of the ground rent aforesaid and the Purchaser will not be entitled to demand that such amount be appropriated by the Builders from the security deposit hereinbefore referred to:

Upon possession of the said premises being delivered to the Purchaser, he shall be entitled to the use and occupation of the said premises and thereafter he shall have no claim against the Builders as to any defect in item of work in or construction of the said premises. The Purchaser shall use the said premises as for office premises only and for no other use.

On intimation by the Builders to the Purchaser that the said office premises / room/motor garage/parking space is ready for occupation then, the day next after expiry of seven days from the date of posting such intimation to the Purchaser or from the date on which the Purchaser shall occupy the said premises whichever is earlier, the Purchaser hereby agrees to bear and covenants to pay to the Builders the proportionate share of the purchaser as the owner of the said premises of the Municipal Assessment of the property, comprised in the said plot and of all rates and taxes whether or not all the tenements or the building shall have been actually assessed or not, or even if the assessment may not have been fully determined;

the proportionate share of the Purchaser as the owner of the said premises of other dues, duties, impositions, outgoings or charges now or at any time hereafter assessed in respect of or imposed upon the said property and/or building thereon or upon

the owners or occupiers thereof, by the Corporation or the Government or Revenue Authority and either in respect of the said property or the entire building thereon or on the users thereof and payable either by the owners or occupiers and

- (c) the proportionate share of the purchaser as the owner of the said premises of all other taxes and of all outgoings in respect of the said property, or building therein including insurance, common light, sanitation, additions and alterations, oil painting, colourwashing, repairs, water charges whether the same be charged on the basis of meter or otherwise by the Corporation, salaries and charges of Bill Collectors, watchmen, Clerks, Chowkidars and Sweepers and of all other expenses necessary or incidental to the maintenance of the property in the said plot or building thereon and/or the said office premises/show-room/motor garage/parking space or of the entire building;
- (d) the proportionate share of the purchaser as the owner of the said premises of charges for maintenance of lifts in the said property and for repairs to lifts and charges for electric power consumption and lifeman's salaries and wages and all other incidental charges and expenses for the operation and use and maintenance in proper condition of the lifts in the building (the said property);
- (e) the Purchaser shall on receipt of the said intimation referred to in clause II hereinabove, deposit and keep deposited a sum of Rs. 3262=50 without interest with the Builders as security deposit for payment by the Purchaser of his/her/his share of aforesaid Municipal taxes, rates, outgoings and maintenance charges and charges for maintenance of lifts in the said property referred to in sub-clauses (a) to (d) of this clause II.
- (f) The Purchaser hereby further unequivocally agrees with the Builders, that until the Municipal taxes are fixed and the exact amount is ascertain. and the charges of maintenance proportionately payable by the Purchaser is finally ascertained, the Purchaser shall from the date of the said intimation regularly pay Rs. 1087=36 (Rupees *one thousand and eighty seven and 36 paise*) per month every month in advance to the Builders, towards an account of the share of the Purchaser of the said Municipal taxes and of maintenance expenses aforesaid. The Purchaser shall not be entitled to call upon the Builders to appropriate the amount agreed to be paid by him under this sub-clause from the amount of deposit referred to in sub-clause (e) of this clause. The Builders shall be at liberty without being bound so to do to appropriate from the said deposit the moneys, if any, due by the Purchaser for his aforesaid share of liability in respect of Municipal taxes and maintenance payable in terms of sub-clause (a) to (d) hereof.

12. On the execution of these presents, the Purchaser shall pay a sum of Rs. 511 (Rupees *five hundred and fifty one only*) to the Builders for the following moneys, namely Re. 1/- (one) as entrance fee and Rs. 510/- as the share mon for the purchase by the Purchaser of shares in the intended Commercial Co-operative Society or limited Company to be formed as herein mentioned. I shall also pay to the Builders towards the legal costs of this Agreement

ment, a sum of Rs. 300/- (Rupees three hundred only) and shall also deposit and keep deposited, without interest with the Builders a sum of Rs. 500/- (Rupees *Five hundred only*) towards the purchaser's share of the legal costs of the lease and/or assignment of the lease in favour of such Commercial Co-operative Society or limited company of the property comprised in the said agreement of lease and/or lease, including stamp duty and registration charges and also the professional costs of the Solicitor to Government and of the Builders of and incidental to the agreement for lease, lease and/or assignment of lease and all professional costs of transfer of the said property to the said Commercial Co-operative Society or Limited Company and it is agreed that such costs of lease and/or assignment and transfer shall be borne and paid wholly by the purchaser and other the purchasers on ownership basis of other premises being members of the said Commercial Co-operative Society or Limited Company, in Equal Shares. The said share money and entrance fee and the security deposits referred to in clauses 9 and 11 herein above shall be transferred by the Builders only after the Commercial Co-operative Society or a Limited Company is formed and registered and after the execution of the lease and assignment and transfer but, after deducting from the moneys deposited with the Builders under this agreement, all the moneys which are due to the Builders till the date of lease or transfer in respect of ground rent and Municipality taxes and maintenance charges due to and/or paid by the Builders. The Purchaser shall on execution hereof sign application form to buy the said shares and a writing to abide by the rules and bye-laws of the said Society or limited company.

13. The Purchaser shall, from the date of possession, maintain the said premises at his own costs in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said building or the said premises, staircases and common passages which is or may be contrary to or against the rules or bye-laws of the Bombay Municipality or any other Authority or any rules framed by the Builders. The Purchaser shall also duly observe and perform all the terms of the lease and terms and conditions of the said Agreement for Lease and the lease. The Purchaser further covenants with the Builder and through it with the purchasers of other premises in the said building that he shall not demolish or cause to be demolished any structure in the said building or any part or portion of the same nor shall he at any time make or cause to be made any new construction of whatsoever nature in the said premises or in any gallery or verandah or on or in the said building or any part thereof, nor will he make any additions or alterations in or to the said premises or change the colour scheme or front elevation of the said building.

14. The Builders shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said plot and/or in the said building to be constructed thereon or their rights and benefit under the said agreement for lease in such manner as does not affect or prejudice the rights of the purchaser in respect of the said premises.

15. Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said premises or any portion of the said plot or any part of the said building thereon.

16. So long as all or any of the moneys due by the Purchaser hereunder shall remain unpaid and further that so long as the said Commercial Co-operative Society or the limited company, as the case may be, shall not be registered, the purchaser shall not, without prior consent in writing of the Builders, let, sub-let, transfer, assign, or part with the possession of the said premises or any part thereof. The Builders shall be entitled at their absolute discretion to refuse such consent and the purchaser shall not be entitled to make any grievance or claim against the Builders for such refusal.

17. (a) The Purchaser along with other persons who shall have taken, purchased or acquired other office premises/show-rooms/motor garages/parking spaces in the said building shall form themselves into a Commercial Co-operative Society under and in accordance with the -- Maharashtra Co-operative Societies Act, 1960, or a limited company under and in accordance with the provisions of the Companies Act, 1956 as the case may be. The Builders shall co-operate with the purchaser and other purchasers in forming, registering and incorporating such Society or the limited company, as the case may be. The purchaser hereby agrees to become a member and join in the formation of the Commercial Co-operative Society or Limited Company to be formed as provided hereinabove and the purchaser shall whenever required sign application for shares and other application for being admitted as a member of the Commercial Co-operative Society or a share holder of the limited Company and also other papers and documents necessary for the formation and registration of the Society or incorporation of the limited Company.
- (b) Once the said Society or the limited company as the case may be is registered, the rights of the Purchaser shall be regulated by the bye-laws of the said Society or the Memorandum of Articles Association and Rules of the said Limited Company as the case may be.

18. The Builders shall in respect of any amount liable to be paid by the Purchaser to the Builders under or by virtue of this Agreement have a lien and charge on the said premises so long as the same shall remain unpaid. The Purchaser shall from time to time sign all necessary papers, documents and applications and do all acts deeds and things as the Builders may require for safe-guarding the interest of the Builders and the purchasers of other premises in the said building namely office premises, showrooms, motor garages and parking spaces.

19. The Purchaser shall duly observe and perform all the rules and regulations of the said Society or the Memorandum of Articles of Association of the said limited company as the case may be, that may be in force from time to time relating to the protection and maintenance of the said building and the office premises/showrooms/motor garages/parking spaces and for the observance and carrying out of the building rules and regulations and the bye-laws for the time being of the Bombay Municipal Corporation, the Government and/or Public body or any other local authority.

20. The Builders shall after the said Society or the Limited Company as the case may be shall have been duly registered and after the completion of the said building and after all the office premises/showrooms/motor garages/parking spaces in the said building, including any addition thereto including addition of a further upper storey, shall have been sold and disposed of by the Builders and after the purchaser and all other purchasers of all the office premises/showrooms/motor garages and parking spaces in the said building shall have paid in full all the respective dues payable to the Builders and strictly complied with all the terms and conditions of their respective agreements with the Builders, procure a lease or assignment of lease, or of proper documents transferring the said plot and of the said building thereon in favour of the said Society or the limited company as the case may be.

21. The Purchaser confirms that he has prior to the execution of this Agreement, inspected and satisfied himself about the title of the Builders to the said plot. The Purchaser shall not be entitled further to inquire into the title of the Builders, nor shall the purchaser be entitled to raise any objection or requisition on any matter relating thereto.

22. The Builders shall have a right until the execution of the lease or assignment or other proper document as aforesaid, in favour of the said Society or the limited company as the case may be, to make additions, raise storeys or put up additional structures, including an additional storey all which shall be the sole property of the Builders who will alone be entitled to dispose them off in such manner and on such terms as they may deem fit or proper and the purchaser hereby consents to the same.

23. The Purchaser shall have no claim save and except in respect of the use of the said premises hereby agreed to be acquired by him. All open spaces, parking places, common lobbies, staircases, lifts etc., will remain to be the property of the Builders until the whole property is transferred to the said Commercial Co-operative Society or the Limited Company, as the case may be, but subject to the rights of the Builders as mentioned in clauses 12 and 22 hereof.

24. The Purchaser hereby agrees that in the event of any amount by way of premium or security deposit to the Municipality or to the State Government or betterment charges or development tax, or any other tax whatsoever, or any security deposit for the purpose of giving water or electric connection or for deposits for water meter or electric meter or any payment of a similar nature becoming payable by the Builders the same shall be reimbursed by the Purchaser to the Builders wholly, or in proportion to the area of the office premises/show-rooms/motor garages/parking spaces agreed to be purchased by him and as the case may require and in determining such amount, the decision of the Builders shall be conclusive and binding upon the purchaser.

25. The Purchaser shall insure and keep insured the said premises against loss or damage by fire to the full value thereof in the joint names of the Builders and of the Purchaser with such Insurance Company as the Builders shall determine, till the property is transferred to the said Society or Limited Company, and whenever required, produce to the Builders the policy or policies of such insurance and the receipt for the last premium for the same and in the event of the said premises being damaged or destroyed by fire, to lay out the insurance money for the repair, rebuilding or reinstatement of the said premises as soon as reasonably practical.

26. The Purchaser shall not store in the said premises any goods of hazardous or combustible nature or which are too heavy so as to affect the construction of the structure of the said buildings, nor shall the purchaser keep any animal in the said premises.

27. The Purchaser shall permit the Builders and their surveyors or agent with or without workmen and others at all reasonable times to enter into upon the said premises or any part thereof to view and examine the state and condition thereof and to make good within one month of the giving of such notice, all defects, decays and wants of repair of which a notice in writing shall be given by the Builders to the Purchaser.

28. The Purchaser shall not use the said premises or any part thereof or permit the same to be used for any purpose whatsoever other than as an office premises/show-room/motor garage/parking space and not for any purpose which may or is likely to cause nuisance or annoyance to occupants of the other office premises/show-rooms/motor garages/parking spaces in the building or to the owners or occupiers in the vicinity or of the neighbouring properties, nor for any illegal or immoral purposes nor use the motor garage or parking space for any purpose other than for keeping motor car.

29. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said premises or of any other office premises/garages/show-rooms in or any part of the said buildings or whereby any increased premium shall become payable in respect of the insurance.

30. The Purchaser shall not throw dirt, rubbish, rags or other refuse or permit the same to be thrown from the said premises or on the compound or any portion of the building.

31. In the event of the said Commercial Co-operative Society or Limited Company being formed and registered before the sale and disposal by the Builders of all the offices/show-rooms/motor garages/parking space in the said building or any addition thereto including an upper storey, the power and authority of the said Commercial Co-operative Society or the Limited Company so formed or of the Purchaser and other purchasers of the office premises/show-rooms/motor-garages/parking spaces shall be subject to the power and authority and control of the Builders over all or any of the matters concerning the said building, the construction and completion thereof and all matters appertaining to the same and in particular, the Builders shall have absolute authority and control as regards the unsold offices/show-rooms/motor garages/parking spaces and the disposal thereof.

32. If the Purchaser neglects, omits or fails for any reason whatsoever to pay to the Builders any of the amounts due and payable by the Purchaser under the terms and conditions of this Agreement (whether before or after delivery of possession) within the time hereinbefore specified or if the Purchaser shall in any other way, fail to perform or observe any of the terms and conditions on his part herein contained or referred to, the Builders shall be entitled to re-enter upon and resume possession of the said premises and everything whatsoever therein and this agreement shall cease and stand terminated and the earnest money and all other amounts already paid by the Purchaser to the Builders shall stand absolutely forfeited to the Builders and the Purchaser shall have no claim for refund or repayment of the said earnest money and other moneys already paid by him or any part thereof and the Purchaser hereby agrees to forfeit all his rights, title and interest in the said premises and all amounts already paid, and, in such event, the Purchaser shall also be liable to immediate ejection as trespasser but the right given by this clause to the Builders shall be without prejudice to any other rights, remedies and claims whatsoever at law or under this Agreement of the Builders against the Purchaser.

33. Messrs. Blatt & Co., Solicitors for the Builders, shall prepare, engross and approve the lease and/or assignment of the lease and all other documents which are to be or may be executed in pursuance of this agreement. The Purchaser along with other purchasers of portions in the said building on ownership basis shall bear all costs, professional charges, fees and expenses to the same including all expenses for preparing, engrossing of the lease, assignment and other documents and including stamp duty, registration of the lease, assignment of lease or any other deed, consent, written agreement, and also the costs in connection with the formation of the Commercial Co-operative Society or Limited Company, the costs of stamp and registration of all the agreements, deeds, leases, assignments, conveyance transfer deeds, or any other documents required to be executed by the Builders in favour of the Purchaser of the said Commercial Co-operative Society or the Limited Company, as the case may be, and the entire professional cost of the Attorneys of the Builders shall be borne and paid by the said Commercial Co-operative Society or the limited company or proportionately by all purchasers of the office premises/show-rooms/motor garages/parking spaces in the said Building alone. It is understood by the Purchaser that all payments are made by the Builders and are to be further paid by them on in connection with or incidental to this Agreement shall be reimbursed the Purchaser to the Builders on demand.

34. Any delay indulgence or forbearance on the part of the Builders in enforcing the terms and conditions of these presents or the provisions of the Agreement to the Purchaser shall not be construed as a waiver on the part of the Builders.

of the breach by the Purchaser of any of the terms and conditions of these presents nor shall such waiver in any way prejudice the rights of the Builders.

35. This Agreement shall always be subject to the provision contained in the Maharashtra Ownerships Act, 1963 and the Maharashtra State Rules 1964 made under the said Act, or any amendment or re-enactment thereof for the time being in force or any other provision of law applicable thereto.

All notices and intimations to be served on the purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by pre-paid post under Certificate of posting at his address specified at the commencement hereinabove.

37. On the execution of this Agreement, the Purchaser shall pay to _____ brokerage at the rate of 2 per cent on the said purchase price herein mentioned in respect of the said premises.

It is hereby agreed by and between the parties hereto that if any of the office/shop/show-room/garage/parking space/basement/godown No. of the _____ floor of the said building (hereinafter referred to as the said premises) in such building or in addition thereto including additional storey are not sold by the Builders at the time when lease/assignment of the said plot together with the building is granted to the Commercial Co-operative Society/Limited Company to be formed by the purchasers as aforesaid the Builders will be deemed to be the owner of such unsold portions until such time as the same are sold by the Builders to such person as the Builders may agree without any objection being raised by the said Commercial Co-operative Society/Limited Company and it is further declared that the Commercial Co-operative Society/Limited Company will be bound to admit such persons as members to whom the portions may be sold by the Builders as aforesaid.

39. The Builders shall have a right until the execution of the Conveyance and assignment in favour of the proposed Society or Limited Company to make additions, alterations raise storeys or put up additional structures as may be permitted by Municipal Corporation and other Competent Authorities. Such additions, alterations, structures and storeys will be the sole property of the Builders who will be entitled to dispose off the same in any way they choose and the Purchaser hereby consents to the same.

40. The Builders have informed the Purchaser about their intention to sell (i) the terraces at the Second, Eleven floor levels or any other floor level of the said building. (ii) the parapet walls of the terrace, blank walls on the external periphery of the said building for the purpose of advertisement (which includes boardings and such display such as sign boards as well as neon lights), on terms that the Purchaser of the said premises referred in this clause shall pay only Municipal taxes if any for their respective premises but are not liable to contribute any other outgoings including any monthly maintenance charges or ground rent or any thing by way of premium or deposit. It is expressly agreed that the Builders are entitled to retain the said premises with themselves also on the said terms. The Purchaser of the said premises will be entitled to be members of the Society or the Limited company on the said terms. No Purchaser shall be entitled to raise any objection to the said terms contained herein.

41. The Builders have paid a sum of Rs. 5,75,203.30 as security deposit to the Government of Maharashtra. In addition, the Builders have spent approximately Rs. 1,00,000/- (One Lakh) for reclamation of the road. It is expressly agreed that before taking possession of the said premises the Purchaser shall reimburse the Builders as regards the said payments by paying their proportionate share. The proportionate share of the said deposit payable by the Purchaser shall be determined by the builders and their decision shall be conclusive and the binding on all the Purchasers.

42. Under the terms of the lease to be made with Government of Maharashtra an amount of Rs. 10,000/- (Ten thousand only) will be required to be kept deposited with the Government during the currency of the lease. The Purchaser hereby agrees to pay his/her proportionate share of deposit on or before taking possession of the said premises.

43. The Purchasers shall not let, sublet, sell, transfer, assign or part with his/her interest under or benefit of this agreement or part with possession of the said premises until all the dues payable by him/her to the Builders under this agreement are fully paid up and only if the purchaser has not been guilty of any breach or non-observance of any of the terms and conditions of this agreement and until he/she has obtained previous consent in writing of the Builders.

44. (a) The Purchaser along with such other purchasers who shall have taken, purchased or acquired other office/showroom/garage/basement godown in the said building shall form themselves into a Co-operative Society under and in accordance with the Maharashtra Co-operative Societies Act, 1960 or a Limited Company under and in accordance with the provisions of the Companies Act, 1956, as the case may be. The said Society or the said Limited Company shall be known by such name as the Registrar of Co-operative Societies Maharashtra or the Registrar of Companies, Maharashtra, as the case may be approved. The Purchaser shall be co-operative with the Builders in forming, registering and incorporating the said Society or the said Limited Company, as the case may be and shall execute all necessary papers, and documents and do all other acts, things as the Builders may require him to do from time to time in that behalf and for safeguarding or better protecting the interests of the said Society or the Limited Company, as the case may be and of the other Purchasers of the office/showrooms/garages/godowns/basements in the said building.

(b) Once the said Society or the Limited Company, as the case may be is registered, the rights of the office/shops/garage/basement/godown/showroom shall be recognised and regulated by the Bye-laws of the said Society or the Co-operative Body or the Memorandum of Association of the said Limited Company, as the case may be.

(c) In the event of the Purchaser being a purchaser of a garage in the said building in respect of the said garage he/she shall not be treated as the owner of the said garage and shall not be entitled to be an ordinary Member of the proposed Society or Limited Company but only an Associate Member to whom shall be granted a permanent lease of such garage at a rent equivalent to and proportionate to the outgoings including Municipal taxes etc., if any payable in respect of the garage and

the Purchaser shall vote in favour of the proposal for granting such permanent lease in favour of the Purchasers of such parcels. Provided, however, that the share of outgoings shall be decided and determined by the Builders whose decision shall be final and binding on all purchasers.

45. The Builders shall in respect of any amount liable to be paid by the Purchaser to the Builders under or by virtue of this Agreement have a first lien and charge on the said premises as long as same shall remain unpaid.

46. The Purchaser and the person to whom the said premises shall have been let, sublet, transferred, assigned or given possession of in accordance with the provisions of clause 43 herein shall duly observe and performed all the rules and regulations of the said Society or the Memorandum of Articles of Association of the said Limited Company as the case may be and may be in force from time to time relating to the protection and maintenance of the said building and the office/showrooms/shops/garages/basements/godowns thereof and for the observance and carrying out of the building Rules and Regulations and the Bye-laws for the time being of the Bombay Municipal Corporation, the Government and/or Public Body or any other local authority.

47. In case, possession of the said premises is handed over to the purchaser before the lease rent becomes payable to the Government of Maharashtra the Purchaser shall be bound and liable to pay to the Builders on or before taking possession of the said premises, his/her proportionate shares of such lease rent calculated from the date of possession of the said premises till commencement of the payment of the lease rent to the Government and the same shall be deemed to constitute further consideration for sale of the said premises such proportion will be determined by the Builders on the basis of annual lease rent payable during the full lease period.

48. On the completion of the said building and on receipt by the Builders of the full payment of all the amounts due and payable to them by all the purchasers of the various premises in the said building, the Builders shall co-operate with the various purchasers in forming the society or Corporate body being subject to the rights of the Builders under these presents and the lease or assignment to be executed in pursuance thereof, when the society or Corporate Body is formed and all the amounts due and payable to the Builders shall cause to be executed the necessary lease or assignment of the said leasehold property with the Building standing thereon in favour of the society or the corporate Body.

49. If at such time any premium is required to be paid to the state Government for the purposes of the permission to assign the property in favour of the society or the Corporate Body, the same favour shall be entirely borne by purchaser. The purchaser covenants to pay his/her proportionate of the premium within seven days of the receipt of such notice from the Builders. The quantum determined as payable to each individual purchaser shall be decided by the Builders whose decision shall be final and binding on all the purchasers.

50. The purchaser shall immediately after the execution of this agreement lodge the same for registration with Sub-Registrar of Assurances and within two days after lodging the same intimate to the Builders of his doing so. If the purchaser fails to lodge the agreement for registration the Builders shall not be responsible for the non-registration of the said agreement and consequences arising thereon.

51. The Purchaser hereby agrees that the name "Tulsiani Chambers" given by the builders shall be retained by the purchaser and the society or the Co-operative Body that may be formed by the purchaser of the premises in the said building and the above name shall not be changed.

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

SIGNED SEALED AND DELIVERED For Tulsiani Builders Pvt. Ltd.
by the withinnamed Builders
TULSIANI BUILDERS PVT. LTD.
their Chartered Attorney Mr. [Signature] Director.

in the presence of

[Signature]

SIGNED SEALED AND DELIVERED)
by the withinnamed Purchaser)

In the presence of

[Signature]

RECEIVED the day and year first hereinabove written of and from the withinnamed Purchaser

the sum of Rs. 57,810/-

(Rupees Fifty Seven thousand

eight hundred and ten only) Transferred

being the amount of earnest money within mentioned to be paid by the said Purchaser to the Builders on the execution hereof.

WITNESSES :-

WE SAY RECEIVED :-
For TULSIANI BUILDERS PVT. LTD.

MANAGING DIRECTOR

The First Schedule above referred to:

All that piece or plot of land belonging to Government of Maharashtra situate at Nariman Point in the City of Bombay in the Registration District of Bombay, being plot No. 212 from Block No. III of Back Bay Reclamation Area of the Government of Maharashtra agreed to be leased to Tulsiani Builders Private Limited admeasuring 4682.16 sq. metres or thereabouts bearing Cadastral Survey No.

of

Division and bounded as follows:—

- On or towards the North by Plot No. 213
- On or towards the South by Plot No. 211
- On or towards the East by 90 Wide Road.
- On or towards the West by Plot No. 223

The Second Schedule above referred to:

- I Mosaic tile flooring in office area.
- II Aluminium or T. wood windows.
- III Building is equipped with Four High Speed Otis Automatic lifts, with capacity of 13 persons.
- IV Every office will have a toilet block and fixture and fittings are:—
 - (a) One Wash basin with mirror & towel rod.
 - (b) All the toilets will have 4ft. high dado with white glazed tiles.
 - (c) All bathroom pipes will be of conceal type.
- V ELECTRICAL INSTALLATION : Sufficient power supply for lighting and airconditioning loads will be provided. Each floor is provided with concealed pipes in landing for telephone lines. Sufficient number of general ceiling light points will be provided.
- VI The building will also be provided with the following:—
 - (a) Fire-fighting equipment and a water storage tank as per B.M.C. rules.
 - (b) Lightning conductor.
 - (c) Adequate sized underground and overhead water storage tanks.
 - (d) Servant's toilet on ground floor for chauthers etc.
 - (e) Gate lights at the entrance gates on the public streets.
 - (f) Entrance doors to the offices on all floors will have flush shutters and suitable lock.

Ground floor lobby will be paved with marble and appropriately designed for exclusiveness and distinction.

16

BHAISHANKER KANGA & GIRDHARJI

Advocates, Solicitors & Notary

J. T. Desai
K. M. Desai
M. M. Bhakore
J. K. Mungshi
P. C. Chaudhary
B. V. Chhattapati
K. H. Damania
P. M. Mehta
A. I. J. J. J.
B. H. Bhatnagar

Munakji Wadia Bldg.,
Bell Lane, Fort, Bombay-400 023.
Telephones :
273861-273872-274032-274129

Telegram : BHASKARA

Gujrat Samachar Bhawan,
Ahmedabad-380001.
Telephones : 22412 & 22

Quote Our Ref No.

BOMBAY

TO WHOMSOEVER IT MAY CONCERN

We give below the State of title of Messrs. Tulsiani Builders Private Limited in respect of plot No. 212 in Block 11 Backbay Reclamation Scheme, situate at Marolli near Bombay 20, and more particularly described in the Schedule under written.

1. Pursuant to the acceptance of offer dated the 26th day of April 1974 of Messrs. Tulsiani Builders Private Limited put in Possession of the above mentioned Plot as a license upon the terms and Conditions contained in the Memorandum Terms and Conditions annexed to the Letter No. 111/257/AL dated the 25th day of April 1974 issued by the under secretary to the Government of Maharashtra (then Forest Department) to Messrs. Tulsiani Builders Private Limited and the Form of Agreement to Lease, 1974 and the Rules annexed to the Letter of offer dated the 26th day of April 1974.

2. Pilloo Mody and others and Sudhir Joshi have filed two Petitions being Miscellaneous Petition No. 513 of 1975 and Miscellaneous Petition No. 553 of 1975 in the Bombay High Court against the State of Maharashtra and others (including M/s. Tulsiani Builders Private Limited) Article 226 of the Constitution of India challenging the allotment of the above mentioned Plot to Messrs. Tulsiani Builders Private Limited.

3. The said Petitions were disposed of by the Hon'ble Mr. Justice Gandhi on the 22nd day of November 1975 and the Hon'ble Mr. Justice Gandhi has inter alia ordered that Messrs. Tulsiani Builders Private Limited would be entitled to take possession of the said Plot provided that the State of Maharashtra and others shall be liable to pay the compensation to the said Messrs. Tulsiani Builders Private Limited.

Builders Private Limited agreed to pay lease rent in respect of the said plot at 6 1/2 % on the notional values of Rs. 7,200/- per square metre.

4. Against the said order and Judgement of the Hon,ble Mr, Justice Gandhi Tulsiani Builders Private Limited has filed two appeals in the High Court at Bombay being Appeal No. 161/76 and 171 /76 and the same are Pending in the High Court.

5. The notices regarding the filing of the Appeals No. 161 of 1976 were served on the Petitioners Shri S.B. Semant, Smt. Mrinal Gore and Shri Pillo Mody on 2.11.1976 and 4. 11.-1976 and 5-12-1976 respectively. The certified copy of the Judgment of Mr. Justice Gandhi in Misc. Petition No. 519 of 1974 was ready on 12-11-1976. None of the Petitioners in the said petition has filed an appeal against the said Judgment nor have they filed any cross objections and/or cross appeals to the said Appeal No. 161 of 1976 filed by M/S Tulsiani Builders Private Limited on 17th July 1976.

6. The notice of filing of Appeal No. 171 of 1976 against the Judgment of Mr. Justice Gandhi in Misc. Petition No. 553 of 1975 was served on the Petitioners Sudhir Joshi and others on 23rd August 1976. The certified copy of the Judgment delivered by Mr. Justice Gandhi in misc. petition No. 553 of 1975 was ready on 21.11.77 out of seven petitioners only two petitioners viz. Bhalchandra Tandel and Pandurang Tandel, who are fishermen, have filed appeals / cross appeals / cross objections in forms pauperis and the same had been admitted by the Division Bench of the high court subject to investigation of their pauperism. The hearing of the petition for investigation into their pauperism before the learned prothonotary and senior Master is concluded. The Learned prothonotary by his order dated 4th August 1977, has inter alia held that the said Bhalchandra Tandel and Pandurang Tandel are not paupers.

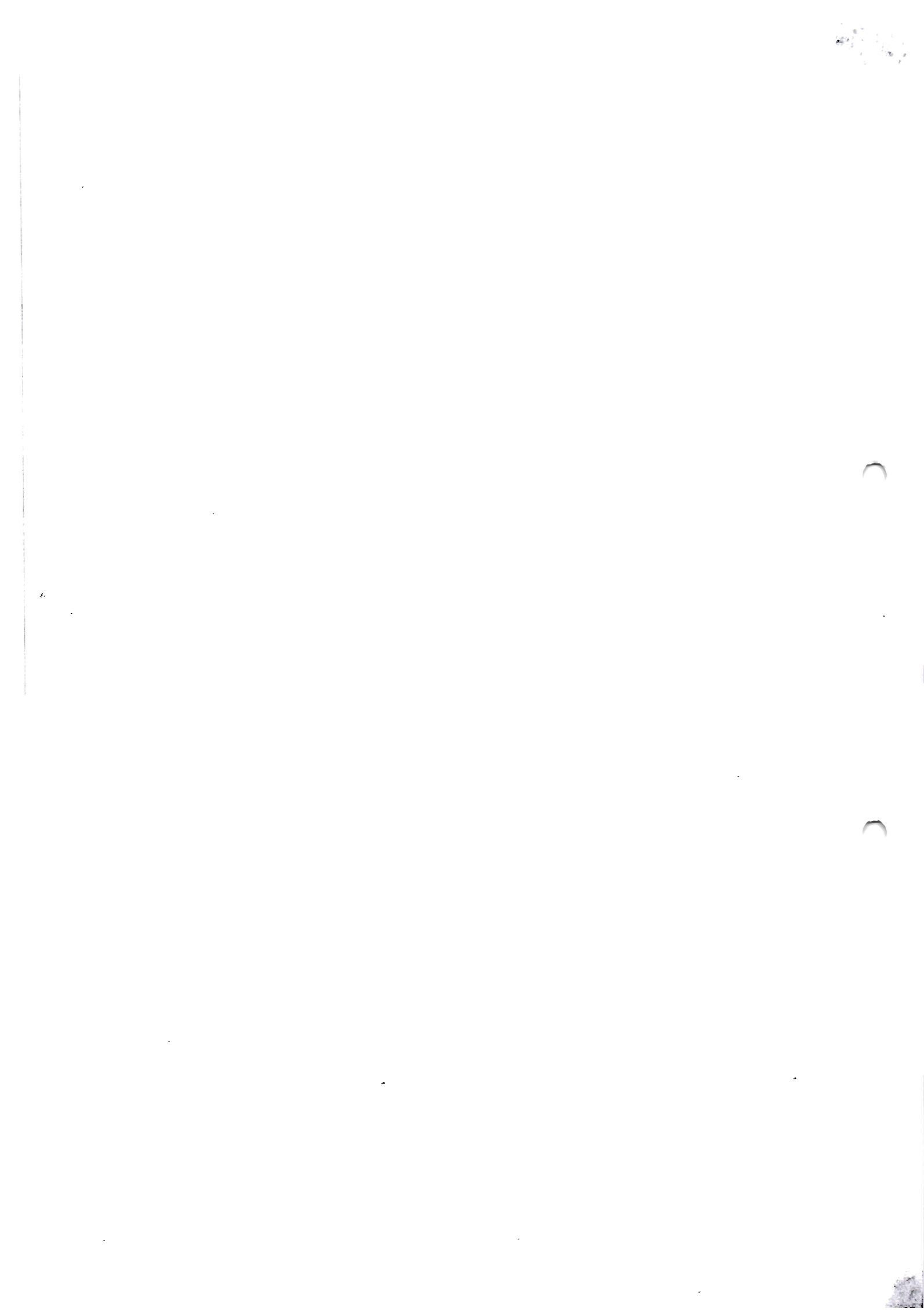
Pursuant to the order of the prothonotary the Division Bench of the High Court on 25. 8. 1977 dismissed on application of Bhalchandra Tandel and Pandurang Tandel for dispensing with requirement of security for costs and directed them to deposit the security for costs within 3 weeks i.e. 14th September 1977. The said Bhalchandra and Pandurang have not complied with the direction of the Division Bench and have not so far deposited the security for costs.

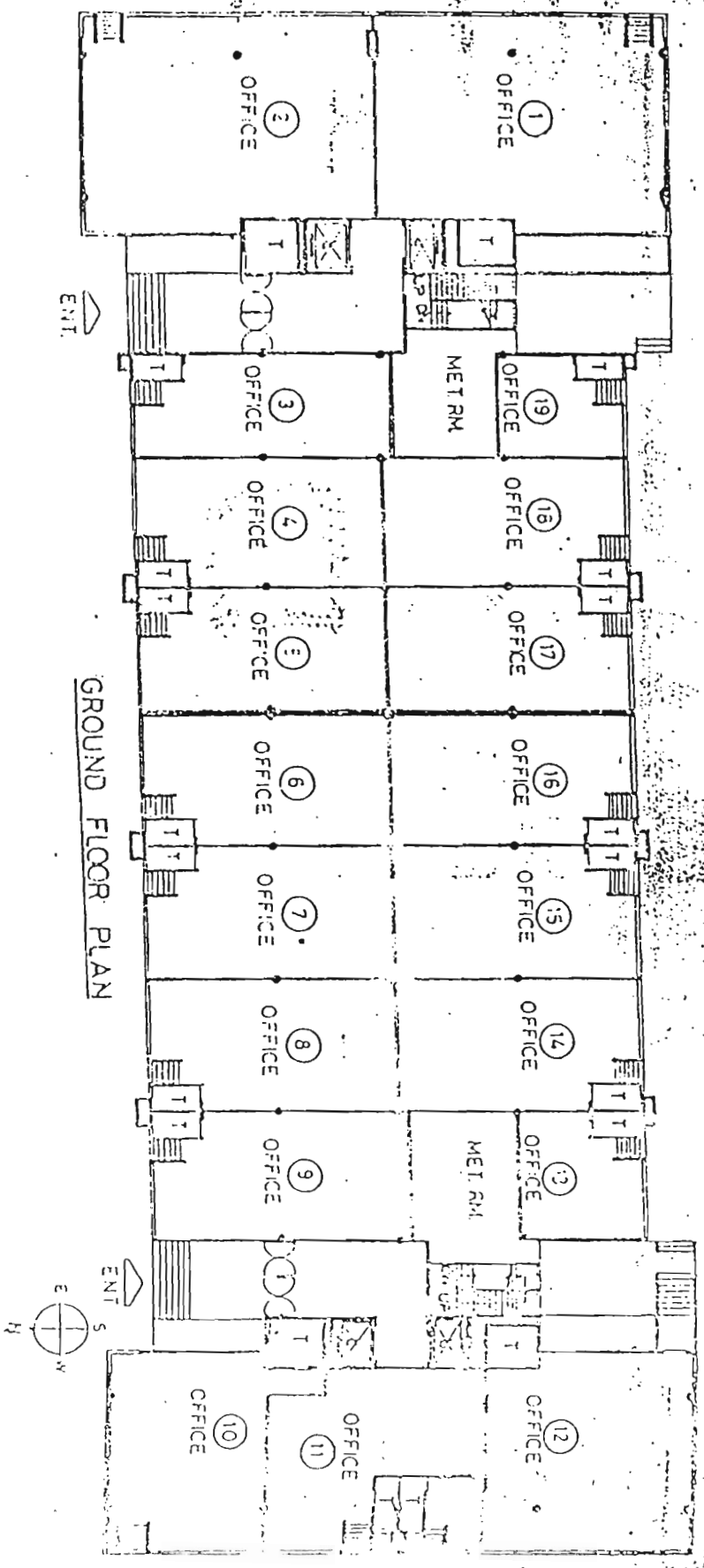
Dated this 6th day of October 1977

For Bhaishankar Kanna & Girdhalar.

sd/-

Partner.





GROUND FLOOR PLAN

Plan of the Office No. _____ on Ground Floor agreed to be acquired by the Party of the Second Part Shown in Red Colour.

DATED THIS _____ DAY OF _____ 19____

Mrs. Toliana Builders, Inc.

3500, Main Street, No. 3
Miami, Fla. 33133

AND

Subscribed by _____

Address _____

Phone _____

Office _____

COPY

8

TULSIANI CHAMBERS PREMISES CO-OP SOCIETY LTD.

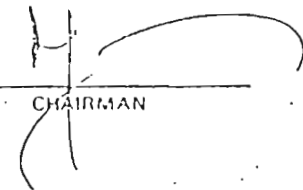
REGISTERED UNDER THE MAHARASHTRA CO-OP HOUSING SOCIETIES ACT, 1960
(REGISTRATION NO. BOM/GENIA-13113 OF 1982)

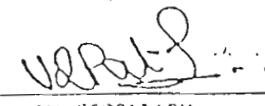
REGISTERED OFFICE
TULSIANI CHAMBERS, FREE PRESS JOURNAL ROAD,
GARIBAN POINT, BOMBAY-400 021

THIS IS TO CERTIFY that the person (s) named in this Certificate is/are the Registered Holder (s) of the within-mentioned share (s) bearing the distinctive number (s) herein specified in the above Society subject to the Bye laws of the Society and that a sum of Rupees Fifty has been paid on each such share.

Reg. Folio No. <i>166</i>	Certificate No. <i>0215</i>
Name (s) of Holder (s) <i>M/S. Chemtocon</i>	
No. of Share (s) held <i>FIVE</i>	
Distinctive No. (s) <i>1071 to 1075</i>	

GIVEN under the Common Seal of the Society, this *Twenty Sixth* Day of *JUNE 1984*


CHAIRMAN


HON. SECRETARY

TULSIANI CHAMBERS PREMISES CO-OP SOCIETY LTD.

REGISTERED UNDER THE MAHARASHTRA CO-OP. HOUSING SOCIETIES ACT, 1960
(REGISTRATION NO BOM/GEN/A-1383 OF 1982)

REGISTERED OFFICE :
TULSIANI CHAMBERS, FREE PRESS JOURNAL ROAD,
NARIMAN POINT, BOMBAY-400 021.

THIS IS TO CERTIFY that the person (s) named in this Certificate is/are the Registered Holder (s) of the within-mentioned share (s) bearing the distinctive number (s) herein specified in the above Society subject to the Bye laws of the Society and that a sum of Rupees Fifty has been paid on each such share.

Reg. Folio No. 166

Certificate No. 0215

Name (s) of Holder (s) M/s. Chemtron

No. of Share (s) held FIVE

Distinctive No (s). 1071 to 1075

GIVEN under the Common Seal of the Society, this Twenty Sixth Day of JUNE 1984

CHAIRMAN

HON. SECRETARY

Municipal Corporation of Greater Bombay

सह-सुचई मंत्रालय

Ex. Eng. Bldg. Proposals-Z-1
"B" Ward Municipal Office
3rd Floor, 10-SE, Malabar Hill
Bombay

No. EB/7137/A

Dated 24.5.1979.

To
Earl P.P. Karant,
Architect
17 Narayan Road,
Bombay. 400001.

Sub-Proposed building on plot No. 218 Block-III
B.P.R. Scheme for M/s. Tulzani Builders Pvt. Ltd.

Sir,

By direction I have to inform you that as far as this office is concerned there is no objection to occupy basement, ground + 4 upper floors subject to following conditions:

- 1) That N.O.C. from P.W.D. should be obtained and submitted before asking further occupation.
 - 2) Dust bin shall be provided.
 - 3) N.O.C. from Chief Fire Officer should be obtained and submitted before asking further occupation.
 - 4) N.O.C. from Hydraulic Engineer should be obtained and submitted before further occupation.
 - 5) Remaining work should be expedited and completed before further occupation.
 - 6) This occupation is granted with specific condition that the Corporation is not liable for access road, water, sewerage connection, street lighting etc.
 - 7) This occupation is granted with specific understanding that an undertaking will be given from the Applicant Committee for the use of the four floors that none of the occupants will complain for non providing of asphalted road, street lighting, sewer and for non provision of water supply to the building.
- This occupation is granted without prejudice to the right of Corporation to take any action under section 354-A of B.M.C. Act whenever found necessary.

Yours faithfully,

Sd/-

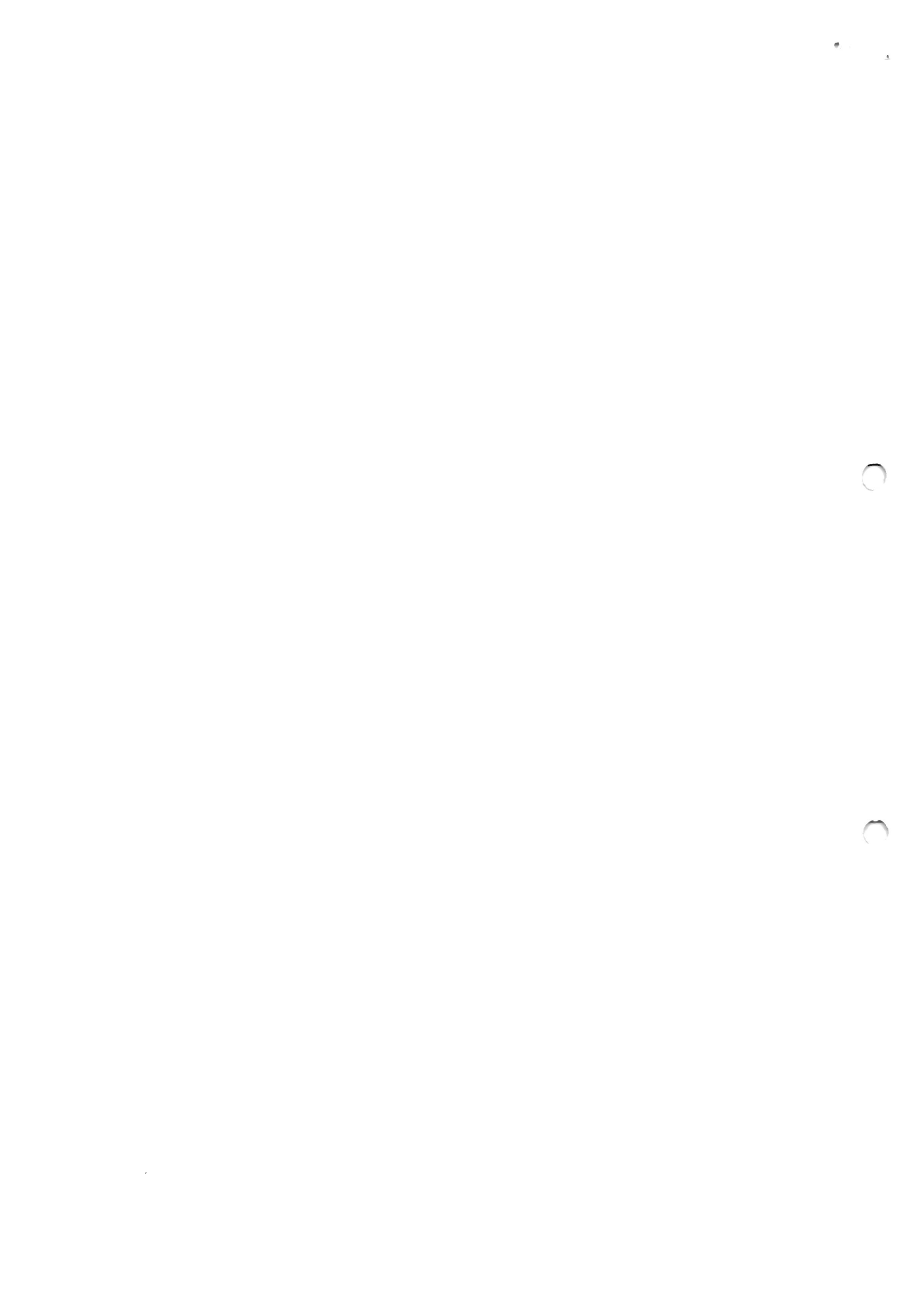
Executive Engineer
Building Proposals (City).

Ad. Et. U. No. EB/7137/A of 24-5-79

- copy to: 1) The owner (2) W.O.A. (3) A.S.W.W.A-Ward
4) M.I.A-Ward (5) A.A.& C.A-Ward (6) H.C.E.P.
7) B.E. (V).

B.E.B.S. (City).

Nd. 24.5.79.



Municipal Corporation of Bombay

इहन्मुंबई महानगरपालिका

No. EB/7137/A

Exec. Eng. Bldg. Proposals - 7-V
City Ward Municipal Offices,
11th Floor, 1000, Mahatma Jyoti
Baoba Road, Bombay-400001.

Dated :- 6.9.79

To
Shri P.P. Karani,
Architect,
17, Marzban Road, Bombay-400001.

Sub :- Proposed building on Plot No. 212, Block III,
B.H.R. Scheme for M/s. Tulalani Builders Pvt. Ltd.

Sir,

WITHOUT PREJUDICE

By direction, I have to inform you that as far as this office is concerned there is No Objection to occupy the remaining portion of the building i.e. from 1st to 11 upper floors subject to following conditions -

- (1) Dust bin shall be provided.
- (2) No Objection Certificate from Hydraulic Engineer should be obtained and submitted before Building Completion Certificate.
- (3) This occupation is granted on specific condition that the Corporation is not responsible for access road, water, sewerage connection, street light etc.
- (4) This occupation is granted with specific understanding that an undertaking will be submitted to the adhoc committee that none of the occupants will occupy or non-providing of asphalted road duly lighted, sewer and for non provision of water supply to the building.
- (5) No Objection Certificate from Civil Engineer (Sewerage) shall be obtained and submitted to this office before Building Completion Certificate.

This occupation is granted without prejudice to the rights of Corporation to take any action under section 354-A of B.M.C. Act whenever necessary.

Yours faithfully,

Executive Engineer
Building Proposals - (City).

mtg. / 6.9.79.

Copy to :- (1) Owner - C/o Architect. (2) W.O.A. Ward. (3) E.E.V.
(4) A.A.&C.A. Ward. (5) A.E.W.A. Ward. (6) M.I.A. Ward.
(7) H.O.B.P.

Executive Engineer
Building Proposals - (City).

mtg. 6.9.79.



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