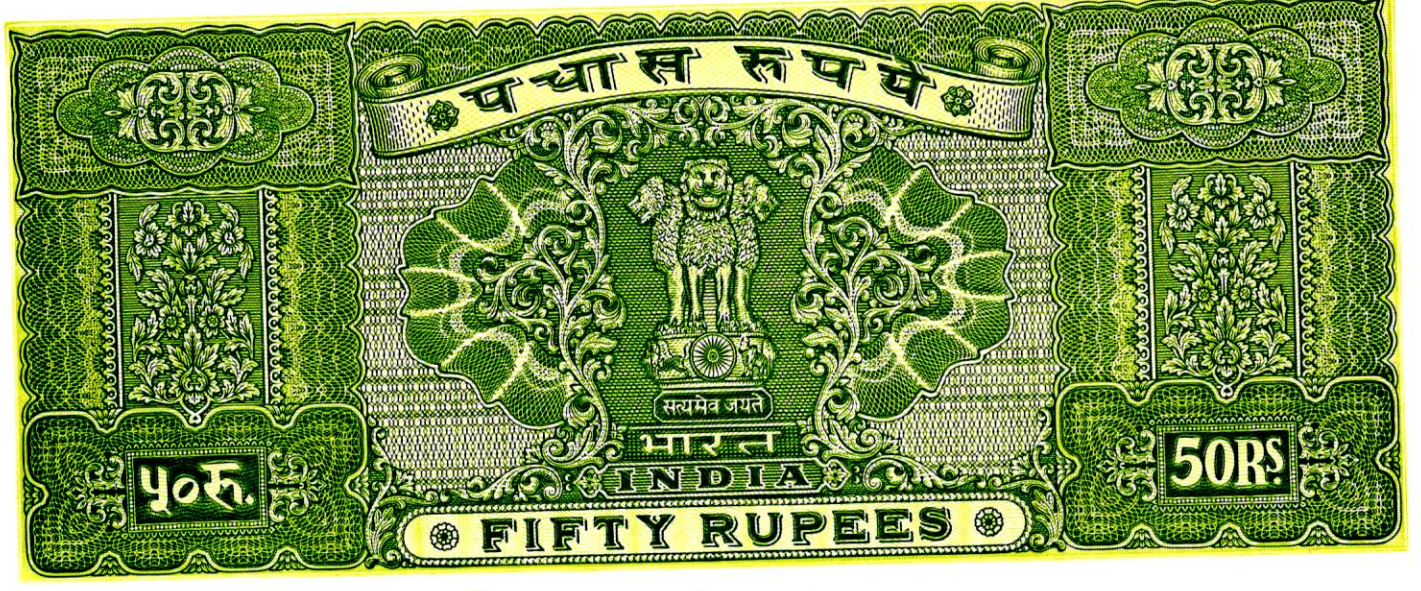


312

50 Rs.



सौ. भरणा अ. वाडिडे
 परमाणुधाराक मुद्रांक विभाग
 १४/वी, सोसायटी वाडी, विठ्ठल टुंर - ४.
 क्रमांक २९९
 सर्वश्री प्री निरुडे ... Bharad S. Sheth.
 यांना क. ५००० पा देणे कळवा.
 मुद्रांक विभाग

- 9 NOV 2000

AGREEMENT

This ARTICLES OF AGREEMENT is made and entered into at Mumbai on 17th day of March in the Christian year Two Thousand and One (2001)

BY AND BETWEEN

M/s. PACH CONSTRUCTIONS, a partnership firm duly registered under the Indian Partnership Act, 1932 with the Registrar of Firms at Mumbai, having its principal place of business at 226 Arun Chambers, Tardeo Road, Mumbai-400034, herein represented by its two partners Ms Sanam Properties Pvt Ltd through its director Shri Vali Merchant



[Handwritten mark]

[Handwritten mark]



and Shri Parashar L. Thakkar (hereinafter referred to as "**PROMOTER**", which expression unless repugnant to the context or meaning thereof shall mean and include partner or partners for the time being constituting the said firm, survivor or survivors of them the heirs executors and administrators of the last surviving partner and his/her/their assigns) of the ONE PART

AND

Mr. Bharat Shantilal Shah., an adult Inhabitant, having address at Swapnalok, Napeansea Road, Mumbai 400006 (hereinafter referred to as '**Purchaser**', which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors and administrators) of the OTHER PART;

W H E R E A S:

[a] Prior to the Christian year 1944 and up to his death on the 4th day of June 1972 one Hormusjee Ardeshir Patch a Parsee by religion was the owner of or otherwise well and sufficiently entitled to nine adjacent pieces and parcels of lands, bearing City Survey Nos. 1294, 1294/1, 1294/2, 1294/3, 1294/4, 1294/5 1294/6, 1295 and 1295/1 of Revenue Village Versova [formerly known as Vesava] of Taluka Andheri of Revenue/Registration District "Mumbai Suburban District" and lying in K-West Ward of Brihan Mumbai Mahanagar Palika and contained in aggregate by 2739.40 square meters and having fully tenanted structures standing thereon and situate at 7, Bungalows Road, Versova Mumbai 400 061 (and more particularly described in the First Schedule hereunder written and hereinafter collectively referred to as '**the Said Property**');



X



[b] The said Hormusjee Ardeshir Patch died as a widower on the 4th day of June 1972 leaving behind him his Last Will and Testament dated 10th August 1939 (hereinafter referred to as "**the said Will**"). By and under the said Will he devolved interalia the said Property [more particularly described in the First Schedule hereunder written] unto his three children called Miss Perin Hormusjee Patch, Miss Pилоo Hormusjee Patch and Mr. Naval alias Navroji Hormusjee Patch (since deceased). However no application for any Probate of the said Will of Late Hormusjee is till date made to any competent Court of Law by any person/s or party whosoever.

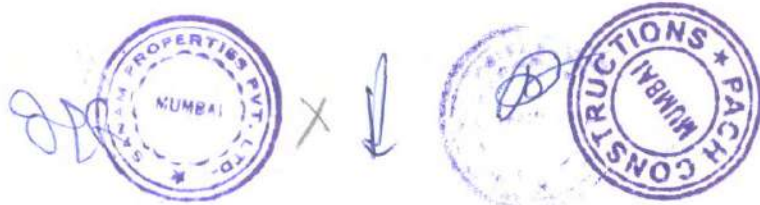
[c] The said Navrojee alias Navroji Hormusjee Patch died at Mumbai on the 13th day of July 1990 leaving his Last Will and Testament dated 10th December 1985 whereby he devised and bequeathed in absolute whole of his share in the said Property (more particularly described in the First Schedule hereunder written) to his only son called Feroze Naval Patch. In the events that have happened on and from the 13th day of July 1990 the said Miss. Perin Hormusjee Patch, Miss. Pилоo Hormusjee Patch and Mr. Feroze Naval Patch have been owning and holding in absolute the said Property (more particularly described in the First Schedule hereunder written) as the tenant-in-common with each one of them having 1/3rd equal, undivided, un-demarcated ownership rights, title and interest therein. However no application for any Probate of the said Will of the said Navrojee alias Naval Hormusjee Patch is till date made to any competent Court of Law by any person/s or party whosoever.

[d] Thereafter by and under the Deed of Conveyance made at Mumbai on 18th June 1994 and and as rectified by the



Deed of Rectification dated the 15th day of May 1999 and both executed by the said Miss. Perin Hormusjee Patch, Miss. Piloo Hormusjee Patch and Mr. Feroze Naval Patch therein referred to as 'the Vendors' of the First Part; Gool Naval Patch therein referred to as the Confirming Party of the Second Part; and Sanam Properties Private Limited, a company incorporated under the Companies Act, 1956, therein referred to as 'the Purchaser' of the third Part and registered under at Serial Nos. BBM-1-2152/94 and BVT4366; dated 18th June 1994 and 13th July 1999 (respectively) with the Sub-Registrar of Assurances at Old Customs House, Mumbai; the said Sanam Properties Pvt. Ltd. did acquire the said Property (more particularly described in the First Schedule hereunder written) at or for such sale price and upon such terms and conditions as are stipulated therein.

- [e] By and under the Deed of Partnership dated the 25th day of August 1994 executed between Sanam Properties Pvt. Ltd, the Party of the First Part as mentioned therein, Shri Bharat Shantilal Shah, the Party of the Second Part as mentioned therein, Shri Parashar Laxmidas Thakkar, the Party of the Third Part as mentioned therein and Shri Sunil Sudhir Kothari, the Party of the Fourth Part as mentioned therein. The aforementioned parties constituted the Promoter's firm ie Pach Construction. Also under the said Deed of Partnership dated the 25th day of August 1994 the said Sanam Properties Pvt. Ltd. did convert whole of the said Property (more particularly described in the First Schedule hereunder written) into the stock-in trade of the said promoter firm by throwing the same into the partnership business as and by way of its share of contribution. Thus as from the 25th day of August 1994 the said Property (more particularly



described in the First Schedule hereunder written) stands transformed into asset and stock-in-trade of the said PROMOTER firm. Thus the Promoter since then is the sole and absolute owner of the said Property (more particularly described in the First Schedule hereunder written) seized and possessed of and is sufficiently entitled to develop the same and create the third party rights under this Agreement.

- [f] The Promoter has also duly obtained or caused to be duly obtained from the then existing tenants peaceful and vacant possessions of their respective tenanted premises forming part of the said Property (more particularly described in the First Schedule hereunder written).
- [g] The Brihan Mumbai Mahanagar Palika has subject to the conditions attached to the I.O.D. approved the building Plans, Specification and proposal under reference No. CE/5618/WS/AK dated July 28, 1997 and permitted the Promoter to develop the said Property (more particularly described in the First Schedule hereunder written).
- [h] The Promoter had mortgaged to the Global Trust Bank Bandra [W] Branch, situate at S. V. Road, Bandra (w), Mumbai 400 050 the said land and the said building called "Magnum Opus" and raised loan of Rs. 2,00,00,000/- (Rupees Two Crores Only) for the purpose of carrying out the construction work. The entire term loan has been agreed to be repaid and the bank upon receipt of the same the Bank will give discharge letter confirming the same.
- [i] In the aforesaid circumstances the Promoter has already demolished then existing old structures and commenced, construction of a new building (to be called 'Magnum



X

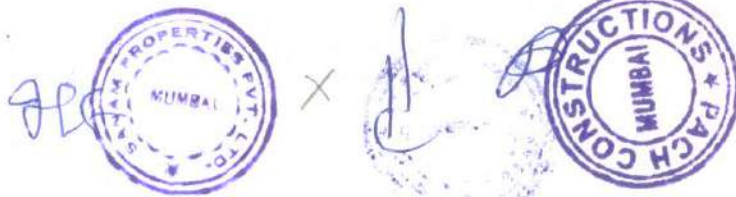


Opus') on the said land forming part of the said Property (more particularly described in the First Schedule hereunder written) as per the approved plans (inspected and approved by the Purchaser). The occupancy certificate dated December 8, 2000 has been obtained.

[j] Before the execution hereof, the Purchaser has taken full, free and complete inspection of the site and all such original documents as were specifically demanded by the Purchaser for the inspection purpose. In pursuance of the aforesaid, the Purchaser herein have accepted the title of the Promoter to the said Property (more particularly described in the First Schedule hereunder written) is clear and marketable as is certified vide the certificate dated June 10, 1994 issued by the Solicitor, M/s. Ghanekar & Co.

[k] Prior to the execution hereof, the Promoter has categorically declared to the Purchaser that with a view to provide effective and proper protection, maintenance and management of the common areas as well as common services, utilities and amenities that are to be provided on the said Property (more particularly described in the First Schedule hereunder written) the Promoter shall require the Purchaser and all the remaining buyers of the flats comprised in Magnum Opus to form in the manner hereinafter stipulated, either a Co-operative Housing Society or a Condominium or a Private Limited Company as will be hereafter decided by the Promoter in its sole and absolute discretion. The society or condominium or private limited company so formed is hereinafter be referred to as "the Ultimate Organisation". The Purchaser have made categorical representations to the Promoter to the effect that the Purchaser are not only eligible under

APC X



the relevant provisions of Maharashtra Cooperative Societies Act, 1960 and the Urban Land (Ceiling & Regulation) Act, 1976, to become member of the Ultimate Organisation but also to acquire and hold a flat under these presents and that neither the Purchasers nor any members of their family (as is defined in the said Acts) own any tenement, house or a building within the limits of Greater Mumbai.

- [1] The Promoter has agreed to sell to the Purchasers a Flat No. 3 on the ground floor of the building at or for Rs. 1,21,00,000/- (Rs. One Crore Twenty One Lacs only) upon such terms and conditions as are hereinafter set out;

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

1. The Promoter hereby agrees to sell to the Purchaser on ownership basis Flat bearing no.3 and the Purchaser do hereby agree to acquire from the Promoter a Flat bearing no. 3 on the ground floor of the building and having carpet area of 2338 square feet and Municipal built up area of 260.78 sq. meters (equivalent to 2806 sq.ft) or thereabouts along with a garden admeasuring 1000 square feet or thereabouts attached thereto (hereinafter referred to as **"the restricted common area"**) [the said flat No. 3 with the restricted common area is more particularly described in the second schedule hereunder written and hereinafter referred to as **'the said Flat'**] and identified on the floor plan thereof hereto annexed and thereon shown surrounded by red coloured boundary lines and situate on the Ground floor in Magnum Opus having



X



ground plus four upper floors being built in the manner hereinafter stipulated on the said land (and forming part of the Property more particularly described in the First Schedule hereunder written) by the Promoter together with earmarking of two open Light Motor Vehicle parking spaces upon subject terms and conditions hereinafter appearing and at or for total and lump-sum price of Rs. 1,21,00,000/- (Rupees One Crore Twenty One lacs only) paid by the Purchaser to the Promoter in full (the receipt whereof the Promoter doth hereby admit, acknowledge and of and from the same and every part thereof acquit, release and discharge the Purchaser forever.

2. The Promoter has already diligently completed the development and construction works of the said building (known as "Magnum Opus") on the said land (more particularly described in the First Schedule hereunder written) thereon in accordance with the approved plans seen, inspected and approved by the Purchaser before the execution hereof.
3. Prior to the execution hereof, the Purchaser have fully satisfied themselves about the title of the Promoter to the said land (more particularly described in the First Schedule hereunder written) have accepted the same as clear and marketable. Hence hereafter the Purchaser shall not raise any objection in connection therewith and the Promoter shall not be under any obligation to answer any requisition that may be hereafter raised by the Purchasers.
4. The Purchaser does/do hereby expressly declare and confirm that prior to the execution hereof the Purchaser/s has/have -:



x



- A) visited the said Flat
- B) taken complete inspection of the following documents at the site office of the Promoter :
- (a) The certificate by Advocate and solicitor M/s Ghanekar & co. dated June 10, 1994 certifying title of the Promoter to the said land as clear and marketable. A true and accurate copy whereof is hereto annexed and marked as Exhibit "A".
- (b) Deed of Conveyance dated 18/6/1994 and made by and between the said Miss. Perin Hormusjee Patch, Miss. Pилоo Hormusjee Patch & Feroze Naval Patch as the Vendor of the First Part, Gool Naval Patch therein referred to as 'the Confirming Party' of the Second Part and the said Sanam Properties Pvt. Ltd. as the Purchaser of the Third Part and registered at entry No. BBM-1-2152/94 dated 18th June 1994 by the Sub-Registrar of Assurances Mumbai by and under which the said Sanam Properties Pvt. Ltd. acquired the said Property more particularly described in the First Schedule hereunder written.
- (c) Deed of Rectification dated 15/5/99 and made by and between the said Miss. Perin Hormusjee Patch, Miss. Pилоo Hormusjee Patch & Feroze Naval Patch as the Vendors of the First Part, Gool Naval Patch therein referred to as 'the Confirming Party' of the Second Part and the said Sanam Properties Private Limited as the Purchaser of the Third Part and registered at entry No. BVT 4366 dated 15th May 1999 by the Sub-Registrar of Assurances Mumbai whereby the title to the said City Survey No. 1294/4 [forming part of the said Property more particularly described in the






A handwritten signature in blue ink, consisting of a stylized letter 'S'.



- (i) The standard agreement that the Promoter has entered into with the Architect M/s. Nitin C. Shah in respect of the development work of the said land.
- (j) The list showing broad particulars of the buyers of the other flats comprised in the said 'Magnum Opus'.
- (k) The standard bye laws to be adopted by the said Ultimate Organisation in whose favour land plus proposed building will be conveyed by the Promoter when all the amounts due and payable by all the flat buyers (including the Purchaser/s herein are fully received by the Promoter).
- (l) Nine abstract of the Property Cards dated showing the nature of the ownership right of the Promoter to the land forming part of the said Property (more particularly described in the First Schedule hereunder written).
- (m) The Deed of Mortgage executed by the Promoters in favour of the Global Trust Bank, Bandra (W) Branch.
5. The Brihanmumbai Mahanagar Palika has attached certain conditions to the I. O. D., as the condition precedent to the approval of the building plans. The Promoter shall endeavor to observe, perform and comply with all such conditions (including those which may hereafter be imposed upon the Promoter by the concerned authorities) to the reasonable satisfaction of the concerned authorities.



6. The Promoter hereby declares that whole of the FSI named on the approved plan is fully available to the Promoter for consumption on the said land and that the Promoter shall use the entire FSI for the construction works envisaged herein on the said land (forming part of the property more particularly described in the First Schedule hereunder written) in accordance with the plans, designs and the specifications duly approved by the concerned Local and the other Authorities and which have been duly seen, verified, inspected and approved by the Purchaser.
7. The Promoter confirms receipt of full payment from the Purchaser under this Agreement and have simultaneously puts the Purchaser in vacant and peaceful possession of the said Flat.
8. Any delay or indulgence on part of the Promoter in enforcing any of the terms and conditions of this agreement or any forbearance or giving time to the Purchaser shall not be constructed as waiver on the part of the Promoter of any breach, default or non compliance of any of the terms and conditions of this agreement on part of the Purchaser or adversely affect the rights of the Promoter under these presents and under the law.
9. With a view to ensure proper and effective maintenance, protection and administration of Magnum Opus, the said land (more particularly described in the First Schedule hereunder written) and the common amenities, services, facilities and utilities attached thereto, the Promoter shall as soon as it may be possible, direct the Purchaser to form and or

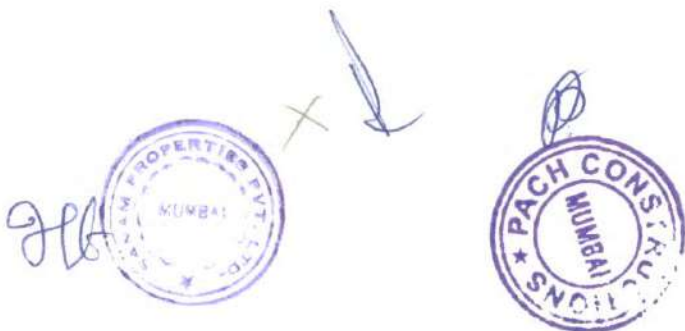
  

incorporate under the superintendence of the Promoter, the Ultimate Organisation at the proportionate costs and expenses of the Purchaser and in co-operation with all the remaining buyers of the flats comprised in Magnum Opus. Further it is agreed by and between the parties hereto that the Ultimate Organisation shall be formed/incorporated with such bye-laws or Memorandum and Articles of Association (as the case may) as may be approved by the Promoter in its sole and absolute discretion.

10. The Purchaser do hereby expressly undertake and covenant with the Promoter that they will:-

- i) promptly become member of the said Ultimate Organisation as and when called upon by the Promoter to do so.
- ii) promptly pay and bear requisite membership fee, entrance fee, share capital and other such amounts including their proportionate share for the formation and registration of the Ultimate Organisation.
- iii) promptly sign, execute and make all the requisite forms, papers, applications, declarations, affidavits, indemnities, bye laws, undertakings and writings as may be directed by the Promoter to do so in their sole discretion.
- iv) abide by the rules and regulations bye laws Memorandum and Articles of Association of the Ultimate Organisation.

11. The Purchaser have been fully aware of the specifications and amenities to be provided by the



Promoter in the said Flat; in the common areas of the said building and upon the said land and the same are set out in the Third Schedule hereunder written.

12. The Purchaser hereby agrees that hereafter and at any point of time before the expiry of one year from the date on which the said land and Magnum Opus are conveyed to the Ultimate Organisation; the Promoter shall be entitled to consume at its costs, the TDR and/or the balance and/or additional and/or extra FSI that may be now or hereafter become available to the said land (more particularly described in the First Schedule hereunder written) by constructing on the top of Magnum Opus additional floor/s and/or by erecting structure/s (containing self-contained units) on the said land abutting Magnum Opus or otherwise as per the modified approved plans. Further the Promoter shall be entitled to dispose off the additional flat/s and open parking space/s in such a manner and to such person/s and at or for such price as the Promoter may in its absolute discretion deems fit and proper and the Promoter shall also be entitled to appropriate entire sale proceeds thereof. The Purchaser shall neither object to the same nor ask any abatement in the consideration hereby agreed upon or demand any compensation from the Promoter or claim any amount by way of damages, rebate, share, compensation or otherwise on ground of inconvenience, hardship, or nuisance or such other similar grounds whatsoever. Further more the Promoter shall also be entitled to utilise (at the promoters costs and expenses) and take connections from all the power points, wires, water supply pipes, drainage lines, storage tanks, sewerage, common



X



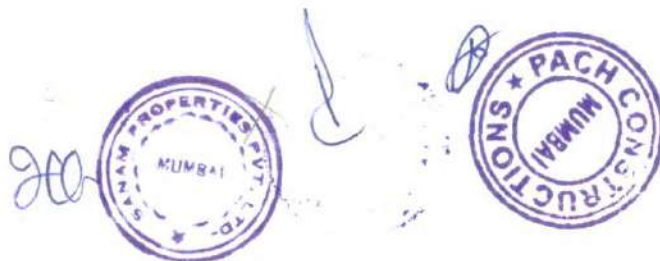
amenities etc for consuming the said TDR/FSI. In the premises aforesaid the common terraces on the top floor together with the parapet of Magnum Opus shall up to the expiry of one year from the date of execution of the Deed of Conveyance in favour of the Ultimate Organisation be deemed to be always in exclusive possession of the Promoter.

13. It is hereby expressly agreed by and between the parties hereto as follows:-

- a) The Promoter in its absolute discretion shall be entitled to allot, sell, grant, transfer, assign or otherwise dispose of a flat with the restricted common area in such a manner, to such person/s, at such price and upon such terms and conditions as the Promoter may in its sole discretion deems fit and proper. The Purchaser/s shall not raise any dispute or objection or claim or demand any amount whatsoever as and by way of compensation or otherwise in respect thereof.
- b) All the persons to whom the Promoter has sold, transferred, assigned or allotted flats shall enroll themselves as members of the Ultimate Organisation.

14. The Purchaser do hereby expressly agree, declare and covenant with the Promoter as follows:

- a) Not to bring, keep or store (or cause to be so done) upon the said land (more particularly described in the first schedule hereunder written) or in the said Flat or any other part of Magnum Opus any substance, thing or goods which is of hazardous, combustible, explosive, obnoxious, inflammable or dangerous



nature or such substance things or goods in such manner and quantity that bringing, keeping or storing whereof is objected by or likely to be objected by the concerned authority or is perilous to the safety of the building and/or its occupants.

- b) To use the said Flat only for residential purpose and to use the said parking spaces only for parking light motor vehicle.
- c) To promptly carry out from time to time as and when it becomes necessary at the Purchaser own costs, all the internal repairs to the said Flat (including the restricted common areas (in any) attached thereto) and also to maintain the said Flat from inside in the same condition, state and order in which they are delivered to the Purchasers by the Promoter (the natural wear and tear excluded) including all their walls, partitions, beams, columns, load bearing walls, members, structures, flooring, water closet, bathrooms, lofts, ventilation, windows, doors, wires, cables, fittings, fixtures, installations, drainage, sanitary soil and sewerage pipes, supply, lines of water, electricity and cooling gas etc. contained therein and also to always keep the same cleansed in good state of repairs and proper serviceable operative functional conditions. And wherever required, to promptly remove any obstacle and stoppage in the sanitary, sewerage and drainage system.
- d) Not to deposit or throw in the sinks, basins, toilet bowls, traps soil pipes, drainage and sanitary and sewerage pipes and other such conveniences anything which can lead to stoppage in the same serving the said building.



- e) Not to construct/demolish any such thing or effect any such addition / modification / change in the said Flat (including the restricted common areas if any appurtenant thereto) or any part thereof as for which obtainment of permission from Brihanmumbai Mahanagar Palika and/or any other concerned authority and the Ultimate Organization is mandatory.
- f) Not to enclose balconies or restricted common areas without obtaining the requisite permissions.
- g) Not to decorate the exterior of the said Flat affecting the elevation/color scheme of the Magnum Opus Nor to erect or put up the external grills in any manner other than the sample grill provided by the Promoter..
- h) Not to construct or demolish or make any alteration, affecting the elevation, external structure or stability of Magnum Opus or any part thereof.
- i) Not to put up any construction or store or keep anything in the common entrance, areas, passage, gate, staircase, open space, landings, lobbies or otherwise create obstruction or nuisance to the other buyers of the Flats comprised in Magnum Opus. In specific the Purchaser shall not store any debris/building material wooden waste saw dust etc while carrying out the interiors at the said Flat.
- j) Not to litter, throw out of the window or deposit (or permit so to be done) empty bottles, tins, cartons, papers, china/glass/ceramic earthenware, offal, dirt, rags, garbage, drags, debris, rubbish, trash, junk, refuse and other waste anywhere otherwise than in the containers and/or at the place provided therefor.



- k) Not to use sound producing instruments (including television, record players, radio, etc.) so as to be audible outside the said Flat and cause inconvenience or nuisance to the other Flat holders.
- l) Not to carry (or cause to be carried) heavy packages, articles, goods and things in lifts or through the staircases, common passages, areas which may or likely to damage the same and if on account of a default or negligence on part of the Purchaser/s any damage is caused to the lift, staircase common passages and areas then the same shall be made good by the Purchaser/s at their own risk, costs and expenses and they shall also be liable for all the consequences arising there from.
- m) At any point of time before the execution of the Deed of Conveyance in favour of the Ultimate Organisation not to assign, let, transfer or otherwise part with possession of the said Flat or any part thereof to any person/s whomsoever without obtaining prior written permission of the Promoter and thereafter of the Ultimate Organisation.
- n) To abide by, observe, perform and comply with all the rules, regulations and bye-laws that may be formed and adopted by the Ultimate Organisation from the date the same are implemented and further not to do or suffer to be done anything in or upon the said Flat, Magnum Opus and the said land which may be for the time being in force including rules, requisitions and bye laws of the Brihanmumbai Mahanagar Palika or any other concerned authority or local body.



15. The Purchaser shall not transfer or assign their benefits and obligations under these contracts without prior written consent of the Promoter and the Promoter shall be entitled to withhold the consent unless [a] the Purchaser have given to the Promoter all and every amount (including interest) which may have fallen due and payable at that point of time and [b] the Purchaser agreeing to pay to the Promoter as and by way of the transfer charges such sum as the Promoter may in its absolute discretion determine.

16. The Purchaser shall permit the Promoter (including their successors and assigns) or their duly authorised agents with or without engineers, supervisors, surveyors, architects, workmen carrying tools, tackles, instruments, apparatus or otherwise during reasonable hours but only at the time to be mutually agreed upon in pursuance of a prior written notice informing the Purchaser/s the intentions of the Promoter to enter upon the said Flat for any one or more of the following purposes and that is to say:

- i) To inspect, survey, check and/or
- ii) To repair, lay down, replace, shift, install, remove, put and/or
- iii) To build, demolish, rebuild and/or
- iv) To clean, paint, service, rank and/or
- v) To maintain, keep in good order/condition test, mend, change, cut and/or
- vi) To attend to other similar purpose related to the Premises and/or the common services, amenities, utilities, facilities, attached thereto and/or any external portion of the said building and/or also to down take pipes, drainage pipes, installations, fixtures, fittings, cables and wires etc. whatsoever.



However it is hereby understood that whenever the Promoter is required to enter upon the said Flat for carrying out the said repairs and/or purpose then the same will be carried out in the manner so as to cause least inconvenience and disturbance to the Purchaser.

17. The Purchaser do hereby expressly covenant with the Promoter that the Purchaser shall within three months from the date of receipt of the notice given by the Promoter remove/repair all such defects, decays and wants of repairs inside the said Flat as may have been mentioned in the said Notice.

18. The Purchaser do hereby expressly covenant with the Promoter that they shall from date of occupation of the said Flat always keep the same insured to its full reinstatement value against the loss or damage by fire, riots, flood and such other calamities. However if the Ultimate Organisation decides to cover whole of the building against such risks then it will be incumbent upon the Purchaser to contribute from time to time as and when demanded their proportionate share towards the same.

19. The Purchaser shall not demand partition of their interest in the said Flat and car parking spaces from the said building and/or the said land more particularly described in the First Schedule hereunder written.

20. The Purchaser shall pay to the Promoter:

[A] the following amounts and deposits:

a) Rs.5000/- for formation and Registration of the Ultimate Organization.

b) Rs.275/- for share money entrance fees.



5275/-

[B] In addition to the amounts stipulated in [A] above, such other amount as will be payable by the Purchaser towards their proportionate share of stamp duty and registration charges of the Deed of Conveyance to be executed in pursuance of these presents.

[C] In case the Ultimate Organisation is formed under Maharashtra Apartment Ownership Act, then the above amount may vary from the figure stated above. However actual amount spent by the Promoter in relation to formation and registration thereof shall be borne and paid by the Purchaser.

21. It is agreed by and between the parties hereto that, the Purchaser shall not commit any default in payment of monthly outgoing till the management of Magnum Opus is handed over to the ultimate organization. Any breach in payment shall per se transfer the security deposit of Rs.25000/- from the credit of the Purchaser to the general sinking fund of Magnum Opus.

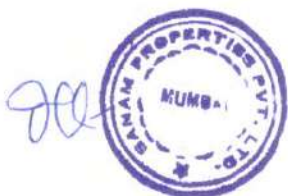
22. The Purchaser shall periodically, on regular basis pay [from time to time as and when demanded] to the Promoter or the Ultimate Organisation [as the case may be] their proportionate share of contribution in respect of (i) each and every items at present contained in the Third Schedule hereunder written, (ii) any escalation therein and (iii) any item hereafter added thereto by the Ultimate Organisation. However until the expenditure in respect of all the items listed



in the Third Schedule are actually incurred and or known the Purchaser shall every month on demand pay to the Promoter or the Ultimate Organisation a sum of Rs. 2000/- as and by way of their proportionate-estimated contribution in respect thereof. However thereafter the Purchaser shall pay and bear their actual proportionate contribution together with the escalation and additional items included therein by the Ultimate Organisation.

23. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchasers as advances or deposits under sub clause (a) to (b) of clause No. 20 (A) herein above written. The Promoter shall utilise the said amounts only for any one or more of the purpose stated in the clause No. 20.

24. Regardless of the fact that Purchaser are not availing themselves of any common facility, amenity, utility, service and convenience provided on Magnum Opus and or the said land (more particularly described in the First Schedule hereunder written), the Purchaser hereby expressly covenant/s with the Promoter that the Purchasers shall from time to time as and when demanded by the Promoter (including its authorised agents successors and assigns) or the Ultimate Organisation, contribute pay and bear as and by way of their proportionate share in respect of all and every item listed in the Third Schedule hereunder written as well as in respect of those which may hereafter be added thereto by the Ultimate Organisation.



Handwritten signature or initials.



25. It is hereby expressly agreed by and between the parties hereto that a default or delay on part of the Purchaser/s in making the payments of the amounts referred to in clause No. 20 and 21 herein above written or failure on part of the governing body/adhoc committee of the Ultimate Organization to take administrative charge of Magnum Opus from the Promoter shall per se discharge the Promoter of and from its obligation to manage the common services of Magnum Opus without anyway becoming liable to the Purchasers.

26. It is hereby expressly agreed by and between the parties hereto that:

- i) The Purchaser alone shall be liable for all the consequences arising from the non-payment or deficient payment of stamp duty charges payable on these presents. Under the circumstances the Promoter shall not be liable to pay, bear, contribute any amount as and by way of fine, penalty, duty or otherwise in respect thereof.
- ii) Notwithstanding the fact that the requisite stamp duty under Article 25(d) of the Bombay Stamp Act is paid on this agreement by the Purchasers, this agreement is not to be construed as a Deed of Conveyance.

27. Notwithstanding anything contrary elsewhere in these presents it is expressly agreed by and between the parties hereto that the Promoter shall have absolute authority and discretion in relation to the following and that is to say that:



- a) As long as the said Flat is not individually assessed and charged for taxes, rates, revenues, water charges, electricity bills, maintenance charges and other outgoing; the Promoter shall have full and absolute right to fix, allocate, quantify charge and recover from time to time the same from the Purchasers. The Purchasers hereby expressly covenants with the Promoter to pay and bear the same as and by way of their proportionate share, contribution and outgoing in respect of the said Premises without any default, demur and deductions.
- b) Until the administrative charge of Magnum Opus and the said land is handed over the Ultimate Organisation, the Promoter shall from time to time have right to collect outgoing charges, give directions and frame rules and ensure due management thereof. The Purchasers shall duly observe and comply with all such reasonable directions, act and things without any objection.
- c) To reckon the Garden areas abutting front side of the four flats bearing No. 1 to 4 (both inclusive) and situate on the ground floor of the Magnum Opus as the restricted common areas exclusively possessed and owned by their corresponding owners together with their respective said four flats.
- d) To become member and/or make their nominee/s members of the Ultimate Organisation in respect of the unsold flats, and units comprised in Magnum Opus. However so long as the Promoter keeps the unsold flats/units locked the Promoter shall be required to pay and bear any amount as and by way of monthly outgoing, rates, taxes, cess, revenue or otherwise in



respect thereof. Further the Promoter shall without any application or reference being made to the Ultimate Organisation be entitled to allot, sell, grant, transfer, assign and otherwise dispose off the same in such a manner, to such person/s at such sale price and upon such conditions as the Promoter may in its sole discretion deems proper. The said Ultimate Organisation shall be under corresponding obligation to admit the buyers, grantee, assignee, transferee and the persons acquiring the unsold flats/units as the members of the Ultimate Organisation without any objection/dispute and/or demanding any amount whatsoever as and by way of transfer fees, donation or otherwise by whatever name called from the Promoter or its assignees or its nominee/s.

- e) To decide nature and type of the Ultimate Organisation and to direct the Purchaser/s to form either (1) a Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or (2) a condominium or (3) a private limited company under the Companies Act, 1956 for the purpose of maintaining and governing Magnum Opus, the said land and the common amenities, services and facilities provided thereon and also to direct the Purchasers to become a member thereof.
- f) To prepare and/or approve from time to time bye-laws, rules, regulations, Memorandum and Articles of Associations, applications, forms, documents, deeds, confirmations, rectification, cancellations, declarations, Deed of Conveyances, Assurances, transfers, undertakings, affidavits, papers and writings as may be required to be made and/or submitted to







the concerned Authority. The purchaser from time to time as and when called upon to do so by the Promoter shall fill in, sign, execute, make, verify acknowledge, admit, accept, adopt and abide by the same without raising any dispute or objection or demanding any deletion, addition or modification therein.

- g) To convey, transfer and sell Magnum Opus and the said land (more particularly described in the First schedule hereunder written) including amenities, facilities, services and utilities attached thereto in favour of the Ultimate Organisation at the costs and expenses of the various flat buyers [including the Purchasers] of the flats comprised in Magnum Opus by and under the Deed of Conveyance approved by the Promoter.

28. Upon becoming a member of the Ultimate Organisation in respect of the said Flat to enjoy all and every rights, benefits, advantages and privileges in such manner and to such an extent as any other ordinary member would be entitled to under the Maharashtra Co-operative Societies Act, 1960 as well as its Rules and the standard bye-laws BUT without incurring or becoming or being required to meet any kind of liabilities, including the pecuniary liabilities such as payment or outgoing charges, maintenance bills, contributions for any of the items listed in the Third Schedule hereunder written and amounts/deposits under clause 20 and 21 herein above written.

29. Every such variation, modification, alteration and change as is proposed by the Purchaser in the said Flat and agreed to be executed by the Promoter

shall constitute and 'extra item'. The Promoter at such predetermined rates and costs as may have been mutually agreed upon and settled by and between the parties hereto shall execute each extra item.

30. If the transaction covered under this contract is held liable to or brought within the preview of such duty, assessment, tariff levy, tax or compulsory contribution by whatever name called under any Act or otherwise than such liability shall be discharged, paid and borne by the Purchaser. However in the event of the Promoter be made liable to discharge the said liability by the concerned Government or under any Act, ordinance or otherwise then the Purchaser shall without any dispute delay default and demur as and by way of deferral or reimbursement thereof pay to the Promoter the same on demand. The Purchaser hereby undertakes to fully indemnify the Promoter of and from such liability and consequences, fine or penalty that may arise from or be imposed upon the Promoter on account of default on part of the Purchaser.

31. All the communications, correspondence letters, receipts, notices, etc. issued by the Promoter to the Purchaser in connection with the said Flat in pursuance of these presents and dispatched at the below mentioned address under certificate of posting will be sufficient proof of the receipt of the same by the Purchaser and shall effectually discharge the Promoter.



A handwritten signature or mark in blue ink, consisting of a stylized 'X' and a vertical line.



Mr. Bharat Shah

Swapnalok

Napeansea Road

Mumbai 400 006

32. The building shall always be known as 'MAGNUM OPUS' and its name shall not be changed without the written permission of the Promoter.
33. The Purchaser alone shall pay and bear whole of the stamp duty, registration charges, out of pocket expenses and all other incidental charges in relation to this agreement. The Purchaser shall also pay and bear proportionate stamp duty, registration charges, out of pocket expenses on the Deed of Conveyance to be executed in pursuance hereof [and/or any other instrument, document or writing whatsoever that may required] to be executed in pursuance of these presents in the manner such that whole of the stamp duty, registration charges, out of pocket expenses shall be paid and borne by the various flat buyers [including the Purchasers] of Magnum Opus alone. The Purchasers shall within seven days from the date of the execution hereof lodge this Agreement with the Registrar of Assurances at Bombay and promptly surrender the receipt thereof, issued by the office of the Sub-Registrar so as to give at least 15 days to the Promoter to enable it to admit the execution hereof under the relevant section of the Indian Registration Act failing which the Promoter shall not per se stand discharge from its obligation under the MOFA to do so.
34. It is expressly agreed by and between the parties hereto that only after the Promoter has



received from all the buyers of the flats (including the Purchaser) comprised in Magnum Opus whole of their respective dues (with interest if at all any) under their corresponding agreements for sale (including these presents) together with their respective amounts of stamp duties (if already not paid on these presents) the Promoter shall become liable to execute the Deed of Conveyance in favour of the Ultimate Organisation under MOFA.

35. The Promoter has simultaneously with the execution hereof delivered to the Purchaser vacant and peaceful possession of the said Flat with full rights to use, occupy possess , enjoy and dispose off, sell , alienate or to deal with the same in any other manner whatsoever together with the parking spaces to the Purchaser herein free from all the encumbrances.

36. The Purchaser hereby do declare and confirm that the Purchaser had complete inspection and reading of these presents before the execution hereof. The Purchaser have entered into this Agreement with full knowledge of the terms, conditions, stipulations, restrictions and covenants contained herein and their consequences.

THE FIRST SCHEDULE ABOVE REFERRED TO:





ALL THOSE the pieces or parcels of land or ground bearing CTS Nos.1294, 1294/1, 1294/2, 1294/3, 1294/4, 1294/5,



1294/6, 1295 and 1295/1 admeasuring in the aggregate to 3275 sq. yards equivalent to 2739 sq. meters along with the proposed Magnum Opus being built thereon, lying and being in the Revenue Village Vesava alias Versova of Taluka Andheri, in Revenue and Registration District viz "Bombay Suburban" and within the municipal limits of K-West Ward of the Brihan-Mahanagar Palika and situate at 7 Bungalows Road, Andheri [W] Mumbai-400058 and bounded as follows: On or towards the North by partly CST N.1291, 1293 and Seven Bungalow Road, On or towards the East by Seven Bungalow Road, On or towards the South by Creek and land bearing CTS No.1276 and On or towards the West by CTS No.1290 and CTS No.1291.

THE SECOND SCHEDULE ABOVE REFERRED TO:

A Flat bearing number 3 on the ground floor of the building and having carpet area of 2338 square feet and Municipal built up area of 260.78 sq. meters (equivalent to 2806 sq.ft) or thereabouts situate on Ground floor along with garden admeasuring 1000 square feet or thereabouts attached thereto (hereinafter referred to as "the restricted common area") [the said flat No. 3 with or without the restricted common area is hereinafter referred to as 'the said Flat']. Two parking spaces along with the said flat.

THE THIRD SCHEDULE ABOVE REFERRED TO

The list of Amenities.

- 1) The building shall be of M200 R.C.C. frame structure.
All external brick walls shall be 9" thick / 8" concrete block and all internal walls shall be 4 1/2" brick walls.
- 2) All External surfaces shall be double coat sand face plaster. All internal surfaces shall be cement plaster with plaster of paris finish.
- 3) Hall, bedrooms, balconies and kitchen shall have Marbo Granite tiles of 2' x 2' of M/s H.R. Johnson or equivalent, Toilet shall have coloured ceramic tiles up to door height and shall have ceramic tile flooring.
- 4) All doors frame shall be teak wood frame minimum size of 4" X 2 1/2" with 1 1/4" thick flush door with moulding, main door shutter will have vineer finish on both sides and all windows shall be of heavy aluminum anodized with tinted glasses.
- 5) The Ceilings and walls of all rooms, passages shall be plastic emulsion paint.
- 6) Each toilet shall have one shower with single lever mixer, wall Hung W.C , one wash basin with granite counter and one mirror and all fittings will be of Jaguar brand (or equivalent) chromium plated.



7) Kitchen shall have a cooking platform finished with granite top and two feet glazed tiles in dado. Rest of the kitchen wall area will be provided with glazed tiles dado. It will have a stainless steel sink with swivel tap.

8) Following electrical points shall be provided in each flat:

Rooms	Light	Plug	Fan	Power	Exhaust	Bell	T.V.	Tel.
Living	3	3	2	1	-	-	1	1
Dining	2	2	1	-	-	-	-	-
Bed Rooms	3	4	1	1	-	-	1	1
Kitchen	2	2	1	6	1	-	-	-
Bathroom	2	1	-	1	1	1	-	-
Passage	1	-	-	-	-	-	-	-
Lobby	1	1	-	-	-	-	1	-

9) Building shall have two lifts manufactured by Otis Elevators.

11) R.C.C. Overhead water storage tanks and underground water storage tank with two mono block pumps.

12) Compound will be sufficiently lit.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

1. The expenses of maintaining, repairing, redecorating etc. of the main structure and in particular the roof, gutters, overhead tanks and rain water pipes of the building, water pipes, electric wires and cables under and upon the building and enjoyed or used by the purchaser/s in common with the other purchaser/s of the other flats/garages and the main



X E



entrance, landing and staircases of the building as enjoyed by the purchaser/s or used by him/her/them in common as aforesaid and the boundary walls of the building, compound, terraces, common amenities, facilities, utilities and services.

1. The costs of cleaning and lighting the passages, landings, staircases and other parts of the building or enjoyed or used by the purchaser/s in common as aforesaid.
2. The costs of decorating the exterior of the building.
3. The cost of salaries of clerks, managers, bill collectors, guards, sweepers, liftmen, pump drivers etc. appointed by the vendors to manage and look after the building.
4. The cost of working and maintenance of other light and service charges and lifts if any.
5. Municipal and panchayat taxes, revenue and all other taxes.
6. Insurance of the building.
7. The running expenses and expenses for maintenance of all the pumps & such other expenses as are necessary or incidental for the maintenance and upkeep of the building.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT AND SUBSCRIBED THEIR RESPECTIVE SIGNS ON THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

SIGNED AND DELIVERED)
BY THE WITHINAMED)
'THE PROMOTER')

For SANAM PROPERTIES PVT. LTD.
[Signature]
Authorized Signatory/Director

M/s PACH CONSTRUCTIONS)
Through its partners namely)
Sanam Properties pvt ltd)
Represented by its director)
Mr Vali Merchant)
&)
Mr. Parashar L. Thakkar)
In the presence of.....)

FOR PACH CONSTRUCTIONS
[Signature]
Partner

SIGNED AND DELIVERED)

BY THE WITHINAMED)
'THE PURCHASER')
Mr. Bharat Shah)

[Signature]

in the presence of.....)

Sujit . S. Dhami
Joshi Bharat.

[Signature]
Joshi.B.B.

MUNICIPAL CORPORATION OF GREATER MUMBAI

NO.CE/5618/WS/AK of

28 DEC 2000

OCCUPANCY CERTIFICATE

To,

Shri Vali Merchant, owner,
M/s.Sanam Properties (P) Ltd.,
22nd Avon Chambers,
Tardeo,
MUMBAI-400 034.

Ex. Engineer Bldg. Proposals (W.S)
H and K - Wards
Municipal Office, R. K. Pathar Marg,
Bandra (West), Mumbai-400 050.

Sir,

The full development work of additions and alterations to the existing building on plot bearing C.T.S.No.1294, 1294/1 to 6, 1295, 1295/1 of village Versova, situated at 36.60mt. wide D.P.road, Andheri(West) completed under the supervision of Shri Nitin Shah, Licensed surveyor Architect/ License No. S/424/LS may be occupied on the following conditions:

- 1) That the Cft. under section 270-A of B.M.C. Act shall be obtained from H.E. and a certified true copy of the same shall be submitted to this office within three months from the date of issue of occupants cft.
- 2) This occupancy cft. is granted without prejudice to any action initiated under section 253-A/471 of B.M.C.Act.
- 3) That the property register card for the amalgamated plots in the name of owner and for setback in the name of M.C.G.M. with area in words will be submitted within 3 months or before requesting for B.C.C. whichever is earlier.

A set of certified completion plan is attached herewith.

Yours faithfully,

(Signature)
Executive Engineer, (Bldg. Proposals)
Western Subs. P & K/West Wards.

R/P 12.2k Occupnit



(Signature)



TRUE COPY

(Signature)
ARCHITECT

Your Ref. No.

Date

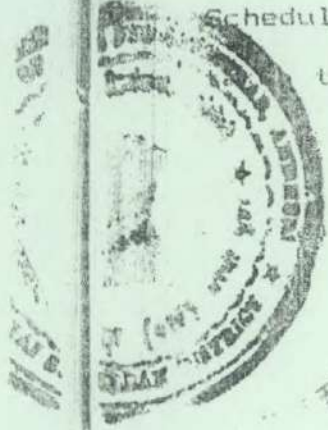
Our Ref. No.

बदर-१/	
२६७७	३०/६०
२०००	

TITLE CERTIFICATE

In the matter of the Immovable Property situate at Village Versova, Taluka Andheri, Mumbai Suburban District, Mumbai, more particularly described in the Schedule hereunder written.

1. At the instance of all under instructions from our clients M/s.Pach Constructions, a Partnership Firm, Tardeo Road, Mumbai - 400 034, we have examined and investigated their title pertaining to the Immovable Property (for short "the said Property") described in the Schedule hereunder written, in the course of which we have the following steps;



Caused search to be taken of the records pertaining to the said Property lying and maintained in the offices of the Sub-Registries and the Revenue Departments i.e. the Collector of Mumbai and the City Survey Department;

(b) gave public notices in the "Free Press Journal" dated 31-1-1994, "Navshakti" dated 31-1-1994 and the "Mumbai Samachar" dated 31-1-1994 inviting claims and the objections from the public in respect of the subject property;

(c) administered requisitions to M/s.Maneckshaw and Sethna, Advocates & Solicitors for Miss.Perin

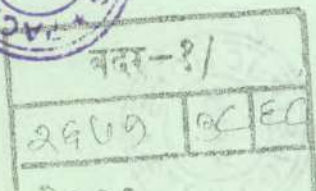
Handwritten signatures and blue circular stamps. One stamp reads "SACHIN PROPERTIES PVT. LTD. MUMBAI" and another reads "PACH CONSTRUCTIONS MUMBAI". There are also some handwritten initials and a date "1" visible.

Hormusji Patch, Miss Piloo Hormusji Patch and Mr. Feroze Naval Patch (for short "the said Patch & Ors."). After examining the various title deeds and the muniments of title and the information and the details derived from and out of the search report;

2. We state that no body lodged with us any claim pertaining to the said Property in response to the said Public Notices or even otherwise. M/s. Maneckshaw & Sethna sent to us our requisitions duly answered. We also studied the Search Report submitted to us by our search clerk, Mr. Chaubal, Advocate.

3. The information derived by us consequent to the aforesaid steps taken by us has revealed that :-

a) One Mr. Perozeshaw Nowroji Patch (for short "Perozeshaw") acquired two leasehold plots of land being parts of the Survey No. 82, located at Versova, Andheri, Mumbai. The first Plot was acquired pursuant to the assignment of lease dated 16-6-1900 executed in this favour by one Mr. S. C. Sett. This Plot for the brevity's sake hereinafter referred to as "first Plot" and the first Plot admeasured 1900 sq. yds. The lease was for a period of 50 years commencing from



Handwritten mark resembling a stylized 'L' or '1'.

Handwritten signature or initials.

Handwritten signature or initials.

1st May 1888. Perozeshaw acquired another plot (for short "the second Plot") under the lease dated 5th August 1906 from the Secretary of state of India in Council. This Plot admeasured 134 sq.yds. and it was for a duration of one year commencing from 5th August, 1906 and ending on 1st August, 1907. There is no formal document indicating any renewal of this lease. However, there exist the original Deed of Assignment and the original Lease Deed. The Collector of Bombay offered Hormusji Perozeshaw's successor-in-interest in respect of the then leasehold interest in both the said plots of land sometime in the year 1942 to sell the First Plot or to renew the said Lease, on certain terms and conditions. Hormusji accepted the offer to sell the first Plot and upon Hormusji paying to the Government the stipulated price and accepting the terms, the Collector executed in favour of Hormusji Form No.KK permitting Hormusji to acquire "occupancy" rights and Form No.HH dated 25th Sept. 1944 giving to Hormusji the reversionary rights in the first Plot. Our clients' predecessor-in-title informed us that a similar offer was also made in respect of the second Plot; that Hormusji accepted the said offer, duly paid the



3

795-8/	
2469	3280
2000	

price therefor and acquired the reversionary right in respect of the second Plot also. However, no document whether in terms of Form No. KK or Form No. 4H in respect of the second Plot is available, save and accept that there is available only the original receipt pertaining to the payment of the price of the second Plot;

b) Perozeshaw and his successors in interest of both these plots had been holding the sole and absolute beneficial right title and interest in both these plots although a period commencing from the creation of the demise until about June, 1994.

c) Our search clerk did not locate any documents pertaining to both these plots in the Government offices, save and except that in the property Register Cards separately issued in respect of both these plots the names of the said Patch and Ors. are shown as the holders of both these plots. No other person's name is at all shown in any records pertaining to both these plots claiming and/or having any share right title and/or interest in the said Plots or any part thereof in any manner whatsoever.

d) We have inspected the original property Register

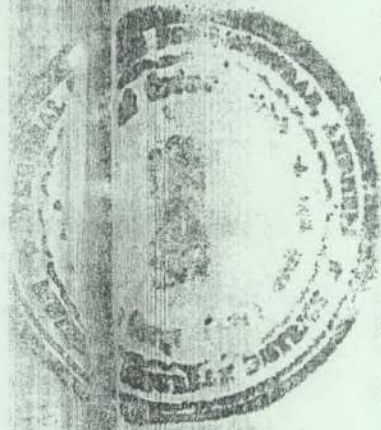
[Handwritten signatures]

R
बदा-१/
२६७७ / २०६८



[Handwritten initials]

Cards which show the names of the said Patch and
 Mrs. Reverting to the position when Perozeshaw
 held both these plots as a Lessee, we may state
 that he died on 1st October 1924 leaving his last
 Will and Testament dated 23rd December 1918. He
 died a widower and bequeathed both these plots to
 his nephew Hormusji, while appointing both his
 nephews, being the sole heirs and the legal
 representatives by whom he was survived under the
 then Parsi Law of intestate succession, as his
 executors. These nephews obtained the probate of
 Perozeshaw Will from the High Court at Bombay on
 21st Jan. 1925. Hormusji died at Bombay on 4th
 June, 1972 leaving his Last Will and Testament
 dated 10th Oct. 1939 survived by his three
 children viz. the said Perin, the said Piloo and
 one son Nowroji alias Naval; his wife Bai
 Khorshed having pre-deceased him on 15th April,
 1968. Hormusji bequeathed both these plots of
 land to his said 3 heirs in equal shares and the
 said Naval also died at Bombay on 13th July,
 1990 leaving his last Will and Testament dated
 10th Dec. 1985, appointing his son Feroze as his
 sole executor. Naval died survived by his widow
 viz. the said Gool and his son namely Feroze.
 However, Naval has bequeathed the whole of his
 interest, i.e. his 1/3rd interest in both the
 said Plots to his son Feroze. In the



5
 ↓

बदर-१/	
26/09	1990
२०००	



circumstances, the said Perin, Piloo and the said Feroze each became solely and absolutely entitled to 1/3rd undivided share right title and interest in both these plots of land. No probate and/or the Letters of Administrations, with or without the Will annexed in respect of the Will of the said Hormusji and the said Naval have been obtained. However, their respective all the heirs and the legal representatives have given a Declaration stating as to how the title to both these plots of land has become vested in the respective heirs.

4. The said Patch and Drs. by and pursuant to the Deed of Conveyance dated 19th June 1994 executed by them in favour of Sanam Properties Private Limited, Bombay - 400 034 (for short "Sanam Limited") and registered with the Sub-Registrar of Assurances, under Serial No. Volume, Page Nos. BBM-1-2142 dated 20th December, 1994 sold and conveyed the said property to Sanam Limited, which Deed of Conveyance has been duly registered with the Sub-Registrar of Assurances, Old Custom House, Bombay. We may add that one C.T.S.No.1294/4 was through oversight left out and omitted from and out of the Schedule appended to the conveyance dated 18.6.1994. As per the original agreement the said C.T.S.no.1294/4 for which the price has already been paid and discharged was liable to be included in the



बदर-३/
२६०९/०२/९८



above, the said Property as the Stock-in-trade of the Firm and that neither the said Firm nor any one of its Partners has encumbered the said Property and/or charged and/or mortgaged the same in favour of any third party.

5. In the circumstances, we are of the opinion and we hereby certify that the title of the said M/s.Pach Constructions, a Partnership Firm to the said Property is clear, marketable and free from all reasonable doubts.

SCHEDULE ABOVE REFERRED TO

ALL THOSE the two pieces or parcels of the plots of and or ground bearing CST No.1294, 1294/1, 1294/2, 1294/3, 1294/4, 1294/5, 1294/6 admeasuring aggregate 1587 sq.mts. equivalent to 1898.65 sq.yds. or thereabout and CST No.1295 and 1295/1 admeasuring in the aggregate 1151.9 sq.yds. equivalent to 1151.9 sq.mtrs. or thereabout alongwith all the structures and hereditaments and premises (fully tenanted and occupied) standing thereon situate lying and being in the Revenue Village of Vesava alias Versova Taluka, Andheri, District Bombay Suburban, State of Maharashtra, within the Municipal limits of K-West Ward of the Municipal Corporation of Greater Bombay, Bombay within the Registration District and Sub-District of Greater Bombay situate at Seven Bungalows Road, and bounded as follows:

Sh

8

MP



१९९-१/	
२९.७५	४३६०
२०००	



operative part of the said conveyance also in the Sched-
 ule. In the circumstances the parties executed the Deed of
 Rectification dated 15-5-1999 pursuant to which the Rec-
 tification was carried out to the said Deed of Conveyance
 declaring and admitting that the C.T.S.No.1294 i.e. the
 property that was conveyed also included the said C.T.S
 No.1294/4. This Deed of Rectification was duly registered
 with the Sub-Registrar of Assurance, Bombay under Survey
 No.BBJ/4366 of 1999 dated 13-7-1999 and the Index II in
 respect thereof has also been issued by the Sub-Registrar
 evidencing that the rectification to the conveyance has
 become effective. The Index II of the said Deed of Con-
 veyance and of the said Deed of Rectification have been
 received from the Sub-Registrar; however the original Deed
 of Conveyance has not been received so far. Sanam Limited
 of the First Part, Bharat Shantilal Shah of the Second
 Part, Parashar Laxmidas Thakkar of the Third Part and
 Sunil Sudhir Kothari of the Fourth Part, under the Deed of
 Partnership dated 25th August, 1994 constituted themselves
 into a partnership Firm in the name and style of M/s.Pach
 Constructions for the purpose of carrying on in partner-
 ship the business as the Builders and the developers.
 M/s.Sanam Limited have converted the whole of its right,
 title and interest in the said Property as the Stock-in-
 trade of the said Firm by throwing and bringing the said
 Property into the assets of the said Firm. All the said
 Partners of Pach Constructions have jointly affirmed the
 Affidavit stating that they hold, in the manner as stated



[Handwritten signature]



96-8/
 2469 80EC

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]



On or towards the North by partly CST N.1291, 1293 and Seven Bungalow Road, On or towards the East by Seven Bungalow Road, On or towards the South by Creek and land bearing CTS No.1276 and On or towards the West by CTS No.1290 and CTS No.1291.

Dated this 22nd day of February, 2000.

Sy

M/S. GHANEKAR & COMPANY,
Advocates & Solicitors
For PACH CONSTRUCTIONS, BOMBAY.

h



पद-१/		
२६७७	६४	६६
२०००		



1. The title of the plan is (10/1299
 of R. D. in the year 1902-03
 and is in the name of the person
 whose name is written in the plan.

2. The title of the plan is (10/1299
 of R. D. in the year 1902-03
 and is in the name of the person
 whose name is written in the plan.

3. The title of the plan is (10/1299
 of R. D. in the year 1902-03
 and is in the name of the person
 whose name is written in the plan.

Sl. No.	Area	Area in Sq. Ft.	Area in Sq. Yds.	Area in Sq. Mts.	Area in Sq. Cts.	Remarks
1	Plot No. 1	1000	23	1	1	
2	Plot No. 2	2000	46	2	2	
3	Plot No. 3	3000	69	3	3	
4	Plot No. 4	4000	92	4	4	
5	Plot No. 5	5000	115	5	5	
6	Plot No. 6	6000	138	6	6	
7	Plot No. 7	7000	161	7	7	
8	Plot No. 8	8000	184	8	8	
9	Plot No. 9	9000	207	9	9	
10	Plot No. 10	10000	230	10	10	

1000
 10/1299

2000
 10/1299

3000
 10/1299



Handwritten signature

(U.L.C.) Greater Bombay

No. C/ULC/6(1)/SR-XXII-396/D-XIII-3283
Office of the Additional Collector
and Competent Authority (U.L.C.) Gr.
Bombay, New Administrative Building,
10th floor, Opp: Mantralaya, Bombay-32

Date :- 126 OCT 1994

Name of the Declarant : Shri. Firoz N. Patch and others,
and Address Adville, 34 Ridge Road, Bombay-400006

The properties declared : Land adm. 2739.20 Sq. Mtrs comprising
in GTS No. 1294, 1294/1 to 6 and 1295
1295/1 of village Versova in Tahsil
Andheri of Bombay Suburban District.

ORDER UNDER SECTION 8(4) OF THE URBAN LAND (CEILING AND REGULATION)
ACT, 1976

1. Shri. Firoz N. Patch and other through their Architect
K.G. Kapadia and Co. vide letter dated 22.3.1994 filed 6(1) statement
in respect of the properties mentioned above. In the said
letter it is stated that the properties in question are totally
non taxable and does not attract the provisions of the Urban Land
(Ceiling and Regulation) Act, 1976 and further requested to issue
final order certifying that the property is not attracted by the
provisions of the U.L.C. Act.

2. The following documents been produced by the Architect .

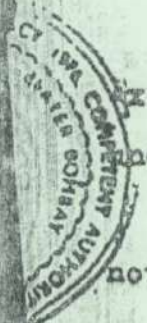
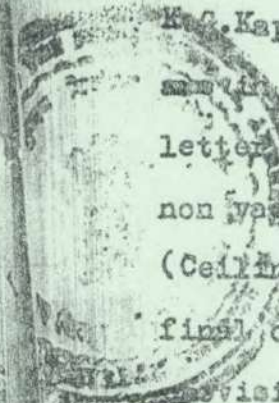
(i) Xerox copies of R.M. Cards and GTS plan.

(ii) Xerox copies of D.P. remarks with plan issued by the
Executive Engineer (D.P.) Municipal Corporation of Greater Bombay
under No. CHE/5130/DPMS of 22.9.1993.

(iii) Indemnity Bond certifying that the land holders do
not hold any other land within any Urban Agglomeration.

(iv) Xerox copies of the Municipal Assessment Bills.

(v) Authority letter in favour of M/s. K.G. Kapadiya and
Company.



Handwritten signature/initials

Handwritten initials 'Su'

बदर-१/
2909/84
२०००



certificates of Shri. Hormaji Ardeshir Patch and Shri. Naval Hormaji patch.

vii) Xerox copies of the last wills of
(i) Shri. Hormaji Ardeshir Patch and
(ii) Shri. Naval Hormaji Patch.

viii) Xerox copies of the N.A. Assessment order bearing No. LND-A-264 of 1942 dated 10.8.1942.

ix) Xerox copies of the Agreement in form H.B. dt. 25.9.1944.

3/- On 17.10.1994 Shri. Aali Merchant, Chartered Accountant on behalf of the land holders appeared and argued the matter. He filed documents regarding title of the land holders.

He stated that the lands held by the declarants are totally non vacant due to 3 authorised structures standing on the land.

He further requested that about 100 Sq. Mtrs of the land is affected due to proposed D.P. road and this land is also non-vacant. He further stated that if the plinth area, L.A. and A.L.A. of three authorised structures is considered in addition to the set back area of D.P. road and 15% R.G., there would be no surplus vacant land in the holding of the declarant.

He further argued that as the lands held by the declarants are totally non vacant lands, the provisions of the U.L. (C&R) Act, 1976 are not applicable to the lands held by the declarants. He requested to close the matter and pass B(4) order certifying that the lands are non vacant and provisions of the U.L. (C&R) Act, 1976 are not attracted in the matter.

4. I have carefully gone through the documentary evidences produced by the declarant and this office file No. C/ULC/D-III/22/8121, My observations and findings in this matter are as under :-

(a) From the perusal of the agreement in form H.B. entered in between the then Additional District Deputy Collector Bombay Suburban District and Shri. Hormaji A. Patch, it is seen

वदर-१/	
२६७९	२६६८
२०००	



of village Versova. Similarly as is seen from letter No. LND-7/ dated 16.8.1940 from the Collector, Bombay Suburban District that land adm. 1370.0 Sq.Mtrs out of S.No.82pt of village Versova was granted to Shri.Hormaji A.Patch on occupancy price and he was holder of the said land from the year 1940 onwards. From the death certificate dated 29.5.1984 issued by Municipal Corporation of Greater Bombay it is seen that Shri.Hormaji Ardeshir Patch passed away on 13.6.1972. As per his will dated 10.8.1959 the above mentioned two lands came to the share of his legal heirs 1) his wife Bai Khorshed Hormaji Patch (2) Smt. his brother Kaikhashroo Ardeshir Patch ^{and 3) his son Naval H. Patch}. As is seen from the death certificate dated 29.8.1990 issued by Medical Officer of Health, 'L' Ward, Municipal Corporation of G.Bombay that Shri.Naval Hormaji Patch also passed away on 13.7.1990 ~~leaving~~ leaving behind him his legal heirs Smt.Gool Naval Patch and Shri.Phiroj Naval Patch. The relevant GTS No. for above two plots are GTS No.1294, 1294/1 to 6, 1295, 1295/1 of village Versova. From the perusal of the extracts from G.Cards of GTS No. 1294, 1294/1 to 6, 1295, and 1295/1 of village Versova the names of the following persons i.e. legal heirs of late Shri.Hormajee A.Patch have been recorded as holders of these lands in the year 1984.

- 1) Shri.Naval Hormaji Patch.
- 2) Smt. Perin Hormaji Patch.
- 3) Smt. Piloo Hormaji Patch
- 4) Smt.Gool Naval Patch
- 5) Shri.Phiroj Naval Patch.

(b) Shri.Naval Hormaji Patch died on 13.7.90 i.e. he was alive on 17.2.1976 i.e. the date on which the J.L.(C&H) Act, 1976 came in to force and therefore he was entitled to retain the land upto one ceiling limit i.e. 500.0 Sq.Mtrs. The status of the

Sh

बदर-१/
2969 130/ed
२०००



land under 8(4) order is to be decided taking in to consideration the date of the commencement of the Act i.e. 17.2.1976. In this case the following persons were holder of the land of the lands in question as on 17.2.1976 having equal shares shown against their names.

<u>Name of the Persons</u>	<u>Share</u>	<u>Area in Sq. Mtrs</u>
1) Shri. Naval Hormaji Patch since expired on 13.7.90. now survived by his legal heirs a) Smt. Gool Nava Patch b) Shri. Shiroj Naval Patch	1/3	913.08
2) Smt. Ferin Hormaji Patch	1/3	913.06
3) Smt. Filoo Hormaji Patch	1/3	913.06
		2739.20

The total area of the lands held by above three persons is 2739.20 Sq. Mtrs. As provided u/s.4(1)(a) of the Act above three persons are entitled to retain the land upto one ceiling limit i.e. 500.0 Sq. Mtrs each and 1500.0 Sq. Mtrs in aggregate.

(c) From the perusal of the city survey plan produced by the land holders, it is seen that there are 7 structures standing on the lands in question and shown in black ink. These structures are also assigned separate GTS No. i.e. 1294/1 to 6 and 1295/1. As is seen from the Municipal Assessment bills No. 106139 and 106140 bill dated 1.4.93 the Municipal Tax has been levied from prior to 1961-62 i.e. much prior to the 17.2.1976 i.e. date of commencement of the U.L. (C&R) Act, 1976. Thus these structures are authorised one and entitled to give structural benefit such as plinth, L.A. and A.L.A. etc. In this case in view of the instructions given in Government Circular No. ULO/1087/544/(2783)D-XIII dated 2.1. If the shares are to be considered, then these structures

बदर-१/
26/9/89 EC
२०००

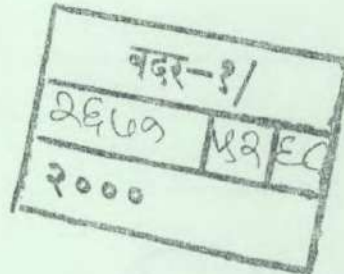


No. C/ULC/D-III-22/5121 at page 7/M (Scrutiny form) A.T.P., U.L.C.
has calculated the area as under while granting L.O.T. to the
declarants.

1) Total area of the plots	-	2739.20
2) Area under reservation of D.P. Road set back.	-	68.00
3) Net plot area	-	2671.20
4) Total plinth area	-	534.20
5) Total land Appts.	-	581.42

(d) Thus there is non vacant area to the extent of 68.00 Sq.
Mtrs due to D.P. road reservation, 534.20 Sq. Mtrs under plinth and
581.42 Sq. Mtrs as land Appts. In this plot 20% A.G. is admissible
on the total non vacant area as per Regulation No. 23 of Develop-
ment Control Regulations for Greater Bombay. The 20% A.G. on
non vacant area of plinth area and L.A. comes to the extent of
223.12 Sq. Mtrs. Thus total non vacant in these plots is 1406.74
Sq. Mtrs. This land being non vacant lands well within the mean-
ing of section 2 (q) (1) of the Act, are required to be excluded
from the total holding of the declarants for the purpose of
computation of surplus vacant land in the holding of the decla-
rants.

(e) The total area of the holding of the declarants is
2739.20 Sq. Mtrs out of which non vacant land is 1406.74 Sq. Mtrs
is excluded as non vacant land there remains net vacant land
to the extent of 1332.46 Sq. Mtrs. The above mentioned three
persons are entitled to retain the land to the extent of 1500.0
Sq. Mtrs in aggregate. However net balance vacant land is only
1332.46 Sq. Mtrs and less than the 1500 Sq. Mtrs and therefore less
area of 1332.46 Sq. Mtrs is therefore allowed to be retained with
the declarants.



(f) In view of the circumstances narrated in foregoing paras the overall position of the total holding of the declarants would be as under :-

Village/Taluka	CTS No.	Total Area	Area under D.P. Road	Balance land	
Versova/Andheri	1294 1294/1 to 6 1295, 1295/1	2739.20	68.00	2671.20	
		2739.20	68.00	2671.20	
Plinth Area	L.A.	A.L.A	20% H.G.	WOL	S.V.L.
534.20	581.42	-	223.12	1332.46	NIL
534.20	581.42	-	223.12	1332.46	NIL

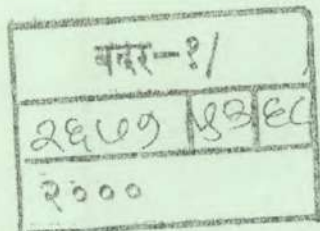
Final Order

I declare that the ^{land} ~~the~~ adm. 2739.20 sq.Mtrs comprising in CTS No. 1294, 1294/1 to 6, 1295 and 1295/1 of village Versova in Tahsil Andheri is totally non vacant and within ceiling as discussed in the foregoing paras and the provisions of the Chapter III of the U.L.(C&R) Act, 1976 are not applicable to it, with the result 6(i) statement filed by the declarants in this office is ordered to be filed and matter is closed. The declarants be informed accordingly.



(Sd/-) *[Signature]*
Deputy Collector and C.A. (C&R)
Greater Bombay

To,
Shri. Phiroj Naik, Katch and others,
Adville, 54 Midland Road, Bombay-400006



10th floor, Opp: Mantralaya, Bombay-32

Date :- 9 FEB 1996

- REF :- 1) This office 8(4) order of even No. dt. 26.10.94
2) Letter from Shri. Firoz N. Patch dt. 23.1.1996
3) P.R. Cards of CTS No. 1294, 1294/1 to 6, 1295 and 1295/1 of village Versova.

C O R R I G E N D U M

The 6(1) statement filed by Shri. Firoz N. Patch in this office on 21.3.1994 was decided by the then Deputy Collector and Competent Authority (II) U.L.C., Gr. Bombay under his 8(4) order of even No. dt. 26.10.94 and total area of the holding of the declarants was taken up there-in as 2739.20 Sq.Mtrs. After giving structural benefit and land within ceiling limit and granting 20% R.G. 6(1) statement filed by them was closed as there was no surplus vacant land.

Now Shri. Firoz N. Patch by his application dt. 23.1.1996 requested this office that as per P.R. Cards total area of the lands is 2739.40 Sq.Mtrs instead of 2739.20 Sq.Mtrs which was recorded in the 8(4) order dt. 26.10.94 and requested to rectify the said order.

The contention of the Firoz N. Patch found correct as the total area of CTS No. 1294 and 1294/1 to 6, 1295 and 1295/1 as per P.R. Cards is 2739.40 Sq.Mtrs. This is a clerical mistake and it can be rectified.

I, Shri. S.Y. Garje, Deputy Collector and Competent Authority (II) U.L.C., Gr. Bombay as per powers delegated to me u/s. 45 of the U.L.C. Act 1976 please to issue following corrigendum.

बदर-३/	
२६६७	५६६८
२०००	



READ

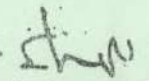
Village/Taluka	CTS No.	Total Area	Area under D.P. Road	Balance Land	
Versova/Andheri	1294	2739.40	68.00	2671.40	
	1294/1 to 5				
	1295, 1295/1				
		2739.40	68.00	2671.40	
Plinth Area	L.A.	A.L.A.	20% R.G.	WCL	SVL
534.20	581.42		223.12	1332.66	NIL
534.20	581.42		223.12	1332.66	NIL
534.20	581.42		223.12	1332.66	NIL

FOR

Village/Taluka	CTS No.	Total Area	Area under D.P. Road	Balance Land	
Versova/Andheri	1294,	2739.20	68.00	2671.20	
		2739.20	68.00	2671.20	
Plinth Area	L.A.	A.L.A.	20% R.G.	WCL	SVL
534.20	581.42		223.12	1332.46	NIL
534.20	581.42		223.12	1332.46	NIL

This office (4) ... No. dt. 20.10.1994 stands modified accordingly.



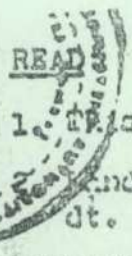

 (S.Y. Gajjar)
 Deputy Collector and C.A. (II)
 (ULC) Gr. Bombay

To,
 Shri L. Feroz H. Patch, 34 Ridge Road, Bombay 400006

बंदर-३/
 २६७७
 २०००



JLL



1. This office LOI of even number, dated 5.5.1994, and holder Shri Fareze Naval Patch's request application dt. 23.1.96

CORRIGENDUM.

Letter of Intent for permission for redevelopment of property bearing CTS Nos. 1294, 1294/1 to 6, 1295 and 1295/1 of village Vorseva Tal. Andheri was issued by this office vide at Sr.No.1 above in favour of Shri Fareze Naval Patch and Ors. stating therein that the land is non-vacant to the extent of 2644.52 sqms. excluding area under DP Road set-back to the extent of 68.00 sqms.

Now the Landholder vide his request application at Sr.No.(11) above has requested this office to issue corrigendum to above LOI stating therein that, as per P.R.Card and order issued u/a.8(4) of the ULC Act, 1976, the total area of the land is 2739.40 sqms. and deducting area of 68.00 sqms. under DP read, the NWL area should be 2671.40 sqms. as against the area shown as 2644.52 sqms.

It is seen that while issuing LOI total area of land as per PR Card was considered as 2739.20 sqms. excluding area under DP read set-back and 68.00 sqms. net plot area worked out as 2671.20 sqms. considering plinth area + LA + ALA and 20% RG total NWL sqms. worked out was 2644.52 sqms. and balance vacant land was also worked out as 6.68 sqms. (which is not shown inadvertently in L.O.I.)

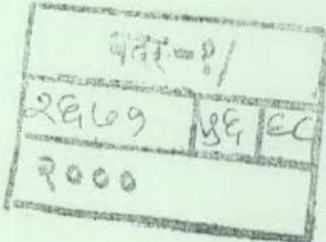
It is therefore, now necessary to incorporate the contents of the corrigendum dt.9.2.1996, in this office LOI dt.5.5.94, slightly changing the area of NWL as 2671.40 sqms. as against 2644.52 sqms. since the total area of land under reference has slightly changed from 2739.20 sqms. to 2739.40 sqms.

I, ~~Shri Fareze Naval Patch~~ S.S.Zende, Additional Collector & C.A., ULC, Gr. Bombay, therefore, slightly modify this office LOI dt.5.5.94 in exercise of powers vested with me vide Govt. in HSAD circular No. ULC/10917(1953)/D.XIII, dt.26.3.1991, as under:

Sr.No.	Item No.	Text
1	Para-B	... 20% R.G. etc. show that the land is non-vacant to the extent of 2671.40 sqms. (two thousand six hundred seventy from top one point forty) excluding area under road set-back to the extent of 68.00 sqms.
1	-de-	... 20% R.G. etc. show that the land is non-vacant to the extent of 2644.52 sqms. (two thousand six hundred sixty four and point fifty two sqms. only) excluding area under road set-back to the extent of 68.00 sqms. only.

The above changes are applicable wherever necessary.

SR



Allowed conditions of this office LOI dt. 5.5.94, remains unchanged.



S.S. Zende

(S.S. Zende.)
Collector & C.A., ULC, Gr. Bombay.

S. I. Forezo Navari & Ors.
Adville, 34, Ridge Road,
Malabar Hill, Mumbai. 400006.

Copy f.w. as to:

1. The Dy. City Engineer, DP, BMC, Mahapalika Marg,
Fort, Mumbai. 400001, for information.
2. The Ex. Engineer, BP, Western Suburbs, H&K Ward, Bandra,
Mumbai. 400050, for information.

बदर-१/	
२१७७	१५०२०
२०००	



4. ...
5. ...
6. ...
7. ...
8. ...
9. ...
10. ...
11. ...
12. ...
13. ...
14. ...
15. ...
16. ...
17. ...
18. ...
19. ...
20. ...
21. ...
22. ...
23. ...
24. ...
25. ...
26. ...
27. ...
28. ...
29. ...
30. ...

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

Municipal Offices
R. K. M. Marg.
Bandra (W), Mumbai-400 050

No. E. B./CE/ BS/A of 199 -199

MORANDUM

Municipal Office

No. CE/5618/WS/AFK

1 JUL 1997

Bombay,

M/S. SANAM PROPERTIES PVT. LTD.

With reference to your Notice, letter No. 337 dated 13.1.1997 and delivered on

1997 at ~~the address mentioned in the notice~~

building on Plot bearing CTS.No.1294, 1294/1 to 6

at ~~1295-1295/1 of village Versova, on Sardar~~

~~D.P. Road at Andheri (W)~~. I have to inform you that I cannot approve the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, or Section 346 of the Bombay Municipal Corporation Act, as amended up-to-date my disapproval thereof reasons :-

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

1. That the commencement certificate under section 44/69 (1)(a) of the M.R. T.P. Act will not be obtained before starting the work.

2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C. Regulation No. 38(27).

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

4. That the specifications for layout/D.P./or access roads/development of setback land will not be obtained from E.E.R.C.(W.S.) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. from E.E.R.C.(W.S.)/E.E.S.W.D. of W.S. before submitting E.C.C.

5. That the structural engineer will not be appointed, supervision as per appendix XI (regulation 5(3)(ix) will not be submitted by him.

6. That the structural design and calculations for the proposed work and for existing building showing adequacy thereof to take up the additional load will not be submitted before C.C.

7. That the regular/sanctioned/proposed lines and reservations will be got demarcated at site through A.E.(Survey)/E.E.(T.C.)/D.P./D.I.L.R. before applying for C.C.

Handwritten initials

98-2/
2669 MSCPC
2000

() That p... gutters and down pipes are not intended to be put to prevent water dropping the leaves of the roof on the public street.

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the... day of... 1991 but not so as to contravene any of the provisions of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

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

Sd
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 for Greater Bombay has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 340 of the said Act.

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

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

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

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

(4) Your attention is invited to the provisions of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation, of a building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion 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 Bombay to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

(6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (a) of the Bombay Municipal Corporation Act.

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

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

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

बदर-१/	
२६६७	१८६६०
२०००	



2000

No. CE/561B/WS/AM

- 7 JUL 1997

8. That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout will not be submitted before C.C.

9. That the R.U/T. and additional copy of plans shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over cft. will not be obtained from ward officer that the ownership of the setback land will not be transferred in the name of M.C.G.B. before C.C.

10. That the I.B. 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 will not be submitted before C.C./starting the work.

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

12. That the requirements of N.O.C. of (i) B.S.E.S.Ltd. (ii) M.T.N.L. will not be obtained and the requisitions if any will not be complied with before occupation cft./B.C.C.

13. That the qualified/registered site supervisor through architect/structural engineer will not be appointed before applying for C.C.

14. That the extra water and sewerages charges will not be paid to A.E.W.W.K/West ward before C.C.

15. That the development charges as per M.R.T.P.(amendment) act, will not be paid.

16. That the R.U/T. in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible FSI shall not be submitted before asking for C.C.

17. That the requisite premium as intimated will not be paid before applying for C.C.

18. That the R.U.T. shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.

19. That the C.C. shall not be asked unless payment of advance for providing treatment at construction site is made from Insecticide officer and provision shall be made as and when required by the Insecticide Officer for inspection of water tanks by providing safe stable ladder.

2

Handwritten initials



No. CE/5618/WS/AK

1 JUL 1997

2907 1997
2000

20. That the I.B. shall not be submitted indemnifying the Corporation against any violation of C.Z.M.P. Regulation.

B. CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C

1. That the notice in the form of appendix XVII of D.C.R. shall not be submitted on completion of plinth.
2. That N.O.C. from Civil Aviation department will not be obtained for the proposed height of the building.
3. That the requirement of N.O.C. from C.A., U.L.C. & R. Act will not be complied with before starting the work above plinth level.

C. GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE D.C. :-

1. That the dust bin will not be provided as per C.E.'s circular No. CE/9297/II dated 26.6.1978.
2. That the surface drainage arrangement will not be made in consultation with E.E. (S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C..
3. That the 10' wide paved pathway upto staircase will not be provided.
4. That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon and will not be levelled and developed before requesting to grant permission to occupy the bldg. or submitting the B.C.C. whichever is earlier.
5. That the name plate/board showing plot no., name of the bldg. etc. shall not be displayed at a prominent place before D.C.C./B.C.C.
6. That the carriage entrance will not be provided before starting the work.
7. That the parking spaces will not be provided as per D.C.R. No. 36.
8. That B.C.C. will not be obtained and IOB and debris deposit etc. will not be claimed for refund within a period of six years from the date of its payment.
9. That every part of the building constructed and more particularly overhead water tank will not be provided with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
10. That the N.O.C. from CH.E. (B.S.D.P.) shall not be submitted.

3



2407 2000

No. CE/5618/WS/AK

11. That single P.R.C. will not be submitted before asking for O.C.C.

D) CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.:-

1. That the cft. u/s.270-A of the B.M.C. Act will not be obtained from H.E.'s department regarding adequacy of water supply.

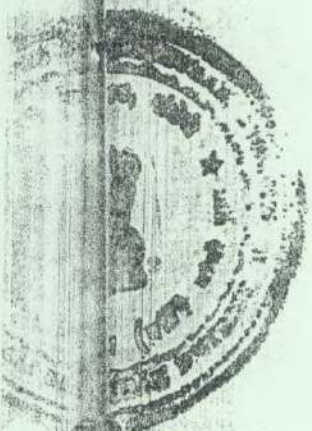
R/27697

Sy

↓

[Handwritten signature]

Executive Engineer Building Proposal (W.S.)
11/1st Wards.
2000-



29 JUL 1976

- (1) The work should not be started unless objections are complied with.
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to be used and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional materials shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation or full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the hoarding is constructed and application is made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The 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.
- (8) The work should not be started unless the manner in obviating all the objections is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces and dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. of should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted nor water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in concrete paving broken glass pieces at the rate of 125 cubic metres per 10 Sq. metres below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.
- (20) This Intimation of Disapproval is given exclusively for the purposes of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13(b) (ii) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347(1) (a) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanction will be revoked and the commencement certificate granted under Section 43 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.

Handwritten signature



- (21) If it is proposed to demolish the existing structures in the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:—
- (i) Specific plans in respect of existing or rehousing the existing tenants on your stating their number and the area in occupation of each.
 - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail of the alternative accommodation in the proposed structure at standard rent.
 - (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
 - (23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
 - (24) The bottom of the overhead 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 Authority, 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 drains and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
 - (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
 - (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Bombay, as required in Section 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 cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and hinge screwed on tightly serving the purpose of a lock and the warning pipes of the ribbet pretensed 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 accessible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 60 cms. above the top where they are to be fixed and its lower ends in cement concrete blocks.
 - (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
 - (32)
 - (a) Louvres should be provided as required by By-law No. 5(b).
 - (b) Lintels or Arches should be provided over Door and Window openings.
 - (c) The drains should be laid as required under Section 234-1(a).
 - (d) The inspection chamber should be plastered inside and outside.
 - (33) If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk.

Executive Engineer, Building Proposals
Zone - 1 & 2 - Wards

COPY to Arch./owners

बदर-१/
२६०९ १०१६०
२०००



MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/5618/BSI/WS/AW/AK of
COMMENCEMENT CERTIFICATE

28 JUL 1997

"This I.O.D./G.C. is issued subject
to the provisions of Urban Land
(Ceiling and Regulation) Act, 1976

To,

M/s - Sonam Properties Pvt. Ltd.
Mumbai

48-3/	
2669	24/EC
2000	

Sir,

With reference to your application No. 485 dated 4-3-97 for Development
Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional
and Town Planning Act 1966, to carry out development and building permission under Section 34B of the
Bombay Municipal Corporation Act 1888 to erect a building.

To the development work of Proposed Bldg CTS No. 1294, 1294/1706
at premises at Street 36-60 mtr wide - D.P. Road Village VERSOVA
situated at Andheri (West)
West wards

The Commencement Certificate/Building Permit is granted on the following condition :-

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, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay if :-
 - (a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with.
 - (c) The Municipal Commissioner of Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 42 of 45 of the Maharashtra Regional and Town Planning Act, 1966.

SL



7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri A. S. HARKULKAR

Asst. Executive Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 27 JUL 1998

This Commencement certificate is to carrying out the work upto Plinth only (i.e. 0.60 mtr)

वदर-१/		
2969	99	EC
2000		

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

[Handwritten Signature]

Executive Eng. / Assistant Eng. Building Proposals
(Western Subs.) ~~W/West~~ 'K/East & P' Wards
FOR K/West Ward (North)
MUNICIPAL CORPORATION FOR GREATER BOMBAY

[Handwritten Signature]

TRUE COPY



[Handwritten Signature]
S. V. Thakker & Associates
Architects Engineers & Valuers
408/407, Bhaveshvar Market,
M. G. Road, Ghatkepar (E),
Bombay-400 077.

