

transfer the said Unit or units and/or any other premises or space and/or right in the said Building to be constructed on the said Land and/or enter into any package deal arrangement and agreement for the allotment or sale of units/ premises to be constructed on the said Land and on such terms and conditions as the Developer may think fit;

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- 24.2. Upon possession of the said Unit being delivered to the Purchaser, the Purchaser shall be entitled to use and occupy the said Unit. Upon the Purchaser taking possession of the said Unit, save and except as provided herein, the Purchaser shall have no claim against the Developer in respect of any item of work in the said Unit or in the said Building or on the said Land which may be alleged to be defective or incomplete or undone;
- 24.3. The said Land including the said Building and the said Unit are not subject to any litigation or proceedings in any Court or Tribunal, nor is there any attachment on the said Land either before or after judgment;
- 24.4. There is no prohibitory order under any statute or otherwise, restraining and/or restricting rights of the Developer to enter into this Agreement or from selling the said Unit to the Purchaser in the manner contemplated in this Agreement;
- 24.5. The Developer has all the right and title to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser to be created in respect of the said Unit, may prejudicially be affected;
- 24.6. The Developer has not entered into any Agreement for Sale and/or Development or any other agreement / arrangement with any person or party with respect to the said Land, including the said Building and the said Unit which will, in any manner, affect the rights of Purchaser under this Agreement;
- 24.7. The Developer confirms that, the Developer is not restricted in any manner whatsoever from selling the said Unit to the Purchaser in the manner contemplated in this Agreement;
- 24.8. No notice from the Government or any other local body or authority or any legislative enactment, Government Ordinance, Order, Notification



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(including any notice for acquisition or requisition of the said Land) has been received by or served upon the Developer in respect of the said Land;

25. The Purchaser itself with the intention to bind all persons into whomsoever hands the said Unit may come, hereby covenant, agrees & undertakes with the Developer as follows:-

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- 25.1. To maintain the said Unit at the Purchasers' own cost in good and tenantable state of repairs and conditions from the date possession of the said Unit is taken by the Purchaser and the Purchaser shall not do or suffer to be done anything in or to the said Building or staircase or any passages therein which may be against any Rules, Regulations or Bye-laws of concerned Government or local or other authority and the Purchaser shall not change or alter or make additions in or to the said Unit or any part thereof without the prior written permission of the Developer or the Corporate Body, as and when formed ;

- 25.2. Not to store or permit to be stored in the said Unit any goods or articles which are of hazardous, combustible or dangerous nature or are so heavy as to damage the common areas or structure of the said Building or which are objected to by the concerned Government, local or other authority and the Purchaser shall not keep any article in the common passages, lifts, staircases, landings, entrance lobbies, terraces or any other common areas on the said Land and the said Building thereon;

- 25.3. the Purchaser shall not display or permit display of any sign boards, hoardings or advertisements on the exterior of the said Unit or in the common areas on the said Land and the said Building; thereon and the Purchaser shall not carry or cause to be carried to upper floors any heavy packages which may damage or are likely to damage the lift, staircases, common passages or structure of the said Building in which the said Unit is situate, including the entrance of the said Building;

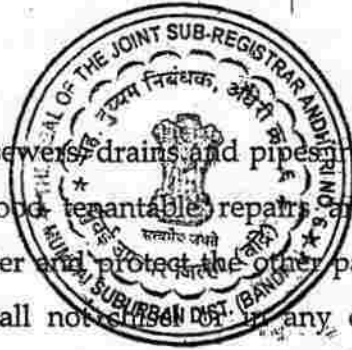
- 25.4. To carry out at his own costs all internal repairs to the said Unit and maintain the said Unit in good condition and the Purchaser shall not do or suffer to be done anything in or to the said Building or in the said Unit which may be against the Rules and Regulations and Bye-laws of the concerned local authority or public authority and in the event of the

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Purchaser committing any act of omission or commission in contravention of this clause, the Purchaser shall be responsible and liable for the cost and consequences thereof to the concerned local authority and/or other public authority;

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- 25.5. Not to cover or enclose in any manner whatsoever, open space/s (if any) forming part of or appurtenant to the said Unit. If the Purchaser desires to affix/install grills, safety door/s to the main door/s, window/s of the said Unit, then the Purchaser shall obtain the prior written permission of the Developer to do so and in order to maintain aesthetic/ architectural elevation, the Purchaser shall ensure that the designs and position thereof are strictly in accordance with the stipulated designs and specifications and permission given by the Developer in that regard;
- 25.6. Not to demolish or cause to be demolished the said Unit or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature in or to the said Unit or any part thereof nor any alteration in the elevation, external facade and outside colour scheme of the said Building and the Purchaser shall not fix grills or projections on the exterior of the said Unit and the Purchaser shall not decorate or alter the exterior of the said Unit either by painting and/or otherwise;
- 25.7. To keep the sewers, drains and pipes in the said Unit and appurtenance thereto in good, tenable, repairs and condition and in particular, support shelter and protect the other parts of the said Building and the Purchaser shall not in any other manner damage columns, beams, walls, slabs or R. C. C. Partis or other structural members in the said Unit without the prior written permission of the Developer or the Corporate Body as and when formed;
- 25.8. Not to enclose the passages, if any, forming part of the said Unit without the previous written permission of the Developer or the Corporate Body, as and when formed or the MCGM and other concerned authorities;
- 25.9. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said Land and/or the said Building;



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25.10. To bear and pay increases in local taxes, water charges, and such other levies, if any, which are imposed by the concerned Municipal and other local authorities and for Government and/or other public authorities on account of change of user of the said Unit;

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25.11. The Purchaser shall bear and pay all taxes, dues, cess, outgoings due and payable in proportion to the carpet area of the said Unit and in the manner as provided for in this Agreement;

25.12. The Purchaser shall on demand, deposit with the Developer his proportionate share towards the installation of water meter and electric cable meter and/or any other deposit to be paid by the Developer to the local authority or body concerned and/or any other concerned authority;

25.13. The Purchaser shall abide, observe and perform all the rules and regulations which the Corporate Body, as and when formed, may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Unit therein and for observance and performance of the Building Rules, Regulations and Bye-laws for the time being in force of the concerned local authority and of Government and other public bodies and authorities. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Corporate Body, as and when formed, regarding the occupation and use of the said Unit in the said Building on the said Land and the Purchaser shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings;



25.14. The Purchaser shall also sign and execute such forms and applications as may be required or called upon by the Developer to form a co-operative housing society under the provisions of the Maharashtra Co-operative Society Act, 1960 or a company registered and incorporated under the provisions of the Companies Act, 1956 or an association formed under the provisions of Maharashtra Apartment Ownership Act, 1970 and the Rules made thereunder as stated herein and/or admit and enrol the Purchaser as the member of the society/ company/ association, the Corporate Body, as may be formed with respect to the unit purchasers in the said Building;

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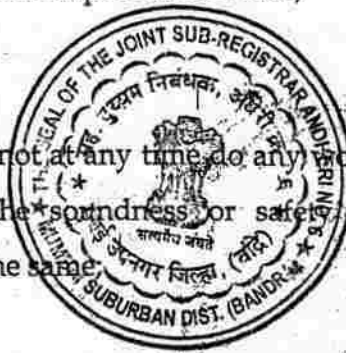
25.15. The Purchaser shall permit the Developer and their Architects, surveyors and agents with or without workmen and others upon the reasonable notice given by the Developer to the Purchaser, to enter upon the said Unit and the said Land and the said Building or any part thereof only for the purpose to view and examine the state and condition thereof and execute any works required therein;

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25.16. The Purchaser shall be liable and hereby expressly agrees to bear and pay all existing and future service tax, MVAT, GST and / or other taxes and charges and / or levies that may be imposed if any, whether payable in the first instance or otherwise, and all increases therein which are / may be levied or imposed by the concerned local authorities and / or Government and / or public bodies or authorities;

25.17. The Purchaser is aware and acknowledges that the Developer are entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the Dwellings, floor area, units, garages comprised in the said Building to be constructed by the Developer on the said Land and the Purchaser undertakes that it shall not be entitled to raise any objection with respect to the same;

25.18. The Purchaser shall not at any time do any work in the said Unit, which would jeopardize the soundness or safety of the said Building or prejudicially affect the same;



25.19. To make suitable arrangement for removal of debris arising out of any permissible interior decoration, renovation, furniture making or any other allied work in the said Unit. In case such debris are not removed by the Purchaser, the Purchaser shall pay/reimburse the Developer the cost incurred in the removal of such debris;

25.20. Not to do or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the owners or occupiers of any other units, premises of the said Building or to the owners or occupiers of any adjacent, contiguous or adjoining properties;

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25.21. To contribute his share of expenses to paint, repair, water proof and refurbish the said Building, the utilities, conveniences, amenities and facilities every 3 (three) years and do all other acts and things for the upkeep and maintenance thereof and to bear and pay the proportionate costs, charges and expenses thereof as the Developer or the Corporate Body, as and when required, may determine and to extend all co-operation, assistance for the same;

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25.22. In the event Purchaser would carry out any unauthorized construction / modification or has caused any damage to the said Unit or any portion of the said Building or any structure, facility or amenity on the said Land, then the Purchaser shall rectify and make good all such defects, repairs and unauthorized changes within 7(seven) days from the date of receipt of a written notice from the Developer, the Corporate Body and/or the concerned government, local or public or private bodies or authorities in that regard;

25.23. The Purchaser shall use the said Unit and permit the same to be used only for the purposes allowed by the concerned authorities and shall use the said car parking space and permit the same to be used only for the purpose of keeping and parking the Purchaser's own light motor vehicle only at his designated place/s and not elsewhere in the said Building;

25.24. The Purchaser shall not at any time, raise any objection, obstruction on any ground whatsoever, notwithstanding that there shall or may be any perceived or actual nuisance, annoyance and inconvenience that could arise during the construction and/or any other allied work including completion work on the said Building. The Purchaser shall not interfere with the rights, powers and authorities of the Developer in respect of implementing the scheme of development of the said Building. The Purchaser does hereby undertake to co-operate with and render all assistance to the Developer in respect of the development of the said Building;

25.25 The Purchaser shall install air-conditioner/s only at such space/s in the said Unit. If the Purchaser desires to install split air-conditioner/unit/s or air-conditioner/s of a type which or any part, unit or component of

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which will protrude/project outside the said Unit, or be required to be affixed/installed outside the said Unit, then the Purchaser shall install/affix the same only after obtaining the Developer's prior written permission to do so and shall strictly observe and comply with all the terms and conditions, if any, which may be stipulated by the Developer in respect of the same.

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25.26 It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations of this clause shall be of the essence of this Agreement.

26. The Purchaser is aware and acknowledges the following essential term and condition of this Agreement that:

26.1. The Purchaser and the purchasers of the other unit/s and premises shall join in the formation and registration of the Corporate Body and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, documents and other papers and writings for the purpose of formation and registration of the Corporate Body and duly fill in, sign and return to the Developer within 7 (seven) days of the same being forwarded by the Developer to the Purchaser, so as to enable the Developer to register the Corporate Body under Section 10 of the MOFA. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority. The bye-laws of the Corporate Body shall also reserve and retain the rights of the Developer as provided in this Agreement.



26.2. That the Purchaser is aware and has knowledge that the Developer herein have provided the access to the said Land and to the said Building "KANAKIA APT. 2" from the Andheri Kurla Road vide right of way agreement with adjacent land owners;


26.3. Only upon the completion of the full development of the said Land and the exploitation of the full development potential of the said Land by the Developer in the manner as stated in this Agreement and on the same

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fact being intimated by the Developer to the Corporate Body, the necessary transfer document in respect of the said Land together with the Building thereon in favour of the Corporate Body will be executed executing the necessary deed of conveyance or any such title vesting document in favour of the Corporate Body, (hereinafter referred to as "the Title Vesting Documents") in favour of the Corporate Body in the manner described in this Agreement. The Title Vesting Documents shall contain provisions as contained reserving therein all the rights of the Developer as stated in this Agreement. The Title Vesting Documents in favour of the Corporate Body shall identify the FSI utilized to construct the buildings and the Title Vesting Documents shall be restricted only to the extent of such FSI and not to the balance and/or future FSI (which shall continue to remain vested in the Developer). VETPL shall not be responsible to the Purchaser in respect of any of the obligations of the Developer as contained herein. However, VETP shall be responsible and liable to execute and register the necessary Title Vesting Documents in favour of the Corporate Body in terms of the provisions contained herein and as per the provisions of MOFA;

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- 26.4. The Title Vesting Documents to be executed pursuant to this Agreement shall be prepared and engrossed by the Advocates of the Developer and the same be in such form and shall contain such terms and conditions, covenants, stipulations and provisions including those contained in this Agreement as may be decided and determined by the Developer in their sole, absolute and unfettered discretion, including the following:-

- (i)  which shall run with the said Land and which shall be binding upon the Purchaser and upon the Corporate Body;
- (ii) Covenants/s for right of way/access, if any, taken and to be taken or to be taken and taken or given and granted or to be given and granted to and in favour of the owner/s and/or occupier/s of any contiguous or adjacent or adjoining lands and properties and/or any other person/s, over or through the said Land or any part thereof;
- (iii) Specific and/or general indemnities in favour of the Developer;

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(iv) Declaration/s and confirmation/s of and from the Purchaser and the Corporate Body.

26.5. The Corporate Body shall function as per the rules and regulations framed by the Developer. All the development potential of the said Land including the existing and future FSI and/or TDR to arise in any manner whatsoever shall always stand vested in the Developer and the Developer shall always be entitled to utilize and exploit the same on the said Land or any part thereof and/or upon the said Building and structures constructed thereupon in such manner as it deems fit before or post execution of the Title Vesting Documents.

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26.6. The Purchaser shall observe and perform all the rules and regulations and bye-laws of the Corporate Body on its formation and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the said Building and structures standing on the said Land and the premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser shall also observe and perform all the terms and stipulations laid down by the Corporate Body regarding occupation and use of the said Unit and shall pay outgoings in accordance with the terms of this Agreement;

26.7. The rights of the Purchaser shall be confined only to the said Unit. The conferment of right in respect of the said Land and the said Building in favour of the Corporate Body shall take place only on the execution of the Title Vesting Documents in its favour.



26.8. It is hereby agreed that even after the Corporate Body for the said Building has been formed and the Title Vesting Documents is executed in favour of the Corporate Body by the Developer, the Developer shall have full right and authority to develop the said Land and use the entire balance FSI as also additional FSI that may be obtained as and by way of TDR and/or under the other provisions of the Development Control Regulations as aforesaid or otherwise who shall be entitled to utilize the same for its benefit in development of the said Land and the Purchaser and/or the Corporate Body to be formed and registered shall have no right of any nature whatsoever in respect thereof.

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26.9 The Developer shall not be liable to bear or pay any amount by way of contribution, outgoings, deposits, non- occupancy charges, donation, premium or otherwise howsoever to the Corporate Body in respect of any unsold/unallotted units, premises, stores or parking spaces in the said Building, ~~save and except~~, the taxes, cesses and assessments payable to the MCGM and other local or public bodies and authorities in respect thereof.

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26.10 The ~~costs, charges~~ and expenses for preparing and engrossing the Title Vesting Documents and other deeds, documents and writings incidental thereto including the professional fees or charges payable to the Developer' Advocates and other professionals in respect thereof and towards stamp duty and registration fees/charges payable in respect thereof, shall be borne and paid by the Purchaser and/or by the purchasers of the other units, premises stores and parking spaces in the said Building and/or by the Corporate Body, as the case may be, within such time as may be specified by the Developer in that behalf. The Developer shall not bear or pay the same, or contribute towards the same.

27. The Purchaser hereby agrees that in the event of any amount becoming payable by way of levy of premium to the concerned local authority or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the said Land and/or the said Building and/or various premises to be constructed thereon, the same shall be reimbursed by the Purchaser to the Developer in the proportion of the area of the said Unit to the total area of all the premises in the said Land.

28. The Purchaser ~~hereby~~ agrees that in the event of any amount by way of premium or security deposit or fire cess, betterment charges or development tax or security deposit for the purpose of obtaining water/electric/cable connection for the said Building or any other purpose in respect of the said Building or any other tax or payment of a similar nature is paid to MCGM or any other authority or becoming payable by the Developer, the same shall be reimbursed by the Purchaser to the Developer proportionately with respect to the said Unit and in determining such amount, the decision of the Developer shall be conclusive and binding upon the Purchaser.

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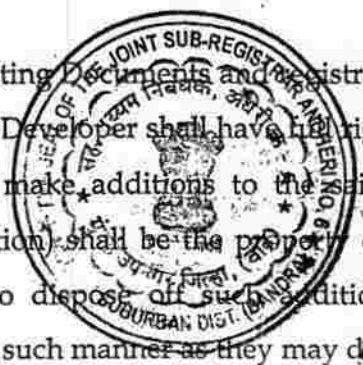
29. It is hereby agreed between the Developer and the Purchaser that at the time of execution of the Title Vesting Documents in favour of the Corporate Body, the Purchaser and/or the Corporate Body shall reimburse to the Developer any refundable deposits paid by the Developer in respect of the said Building and the infrastructure for the said Building.

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30. After the possession of the said Unit is handed over to the Purchaser, if any additions or alterations in or about or relating to the said Building is required to be carried out at the request of the Government, local authority or any other statutory authority, the same shall be carried out by the Purchaser at his own costs and the Developer shall not be in any manner liable or responsible for the same.

31. Nothing contained in this Agreement is intended to be nor shall be construed or claimed by the Purchaser as a grant, demise or assignment in law of the said Land or the said Building or any part/s thereof. The Purchaser shall have no claim in respect of all open spaces, lobbies, stair-cases, terraces, recreation space etc., will remain in the possession of the Developer. All development rights with respect to the same shall remain with the Developer.

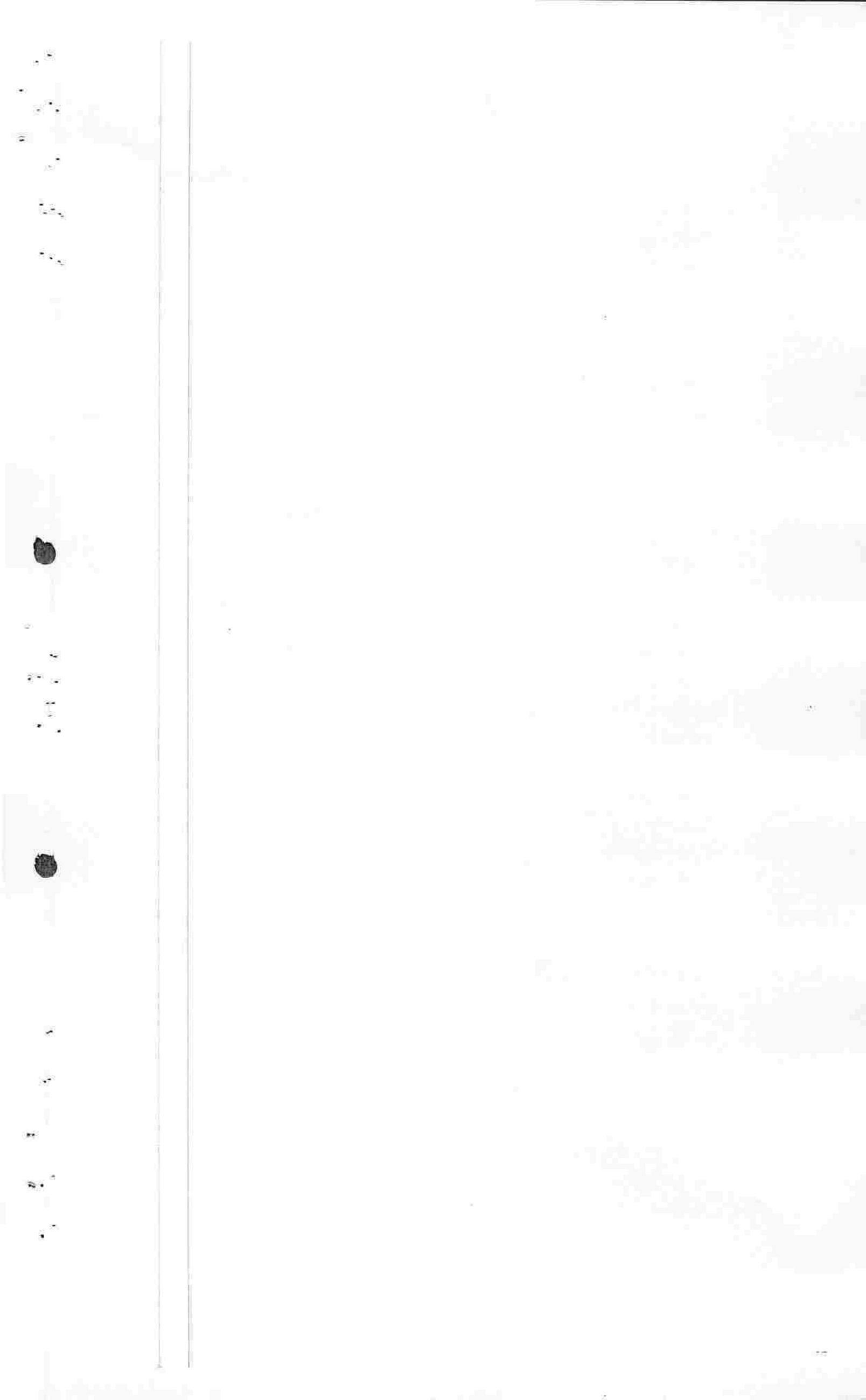
32. Until execution of the Title Vesting Documents and registration of the Corporate Body as herein mentioned, the Developer shall have the right, if so permitted by the concerned authorities, to make additions to the said Building and such additions (additional construction) shall be the property of the Developer. The Developer shall be entitled to dispose off such additional constructed area (including additional floors) in such manner as they may deem fit. The Purchaser hereby gives his irrevocable consent to the Developer for carrying out the construction of additional floors/areas on the said Building or the additional structure on the said Land or any part thereof as aforesaid. All such additional construction shall be carried out in accordance with and in conformity with the building plans as may be approved by the concerned authorities from time to time.



33. It is hereby expressly agreed that the terrace on the said Building shall always belong to the Developer and the Developer shall be entitled to deal with and/or dispose off the same in such a manner as the Developer may deem fit. In the event of the Developer obtaining permission from the concerned authorities for constructing one or more premises on the terrace then they shall be entitled to sell such premises constructed on the terrace together with the terrace to s

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person at such rate and on such terms as they may deem fit. The Developer in that event shall be entitled to allow use of such entire terrace to the purchasers/s of such premises constructed on the terrace and the terrace shall be in exclusive possession of the purchaser/s of such premises to be constructed on the terrace. In the event the Developer constructs more than one premise on the terrace, the Developer shall be entitled to sell the respective premises together with the portions of the terrace proportionate to and/or appurtenant thereto. The Corporate Body to be formed by the purchasers of premises as stated herein shall admit as its members the purchaser/s of such premises that may be constructed on the terrace with the exclusive right to them in the terrace as aforesaid. The purchasers of the units in the said Building will however be given a separate access to the terrace for the check-up and maintenance of the water tank and/or such common facility at all reasonable time and/or during such times as may be mutually agreed upon by the purchaser of such premises on the terrace of the said Building.

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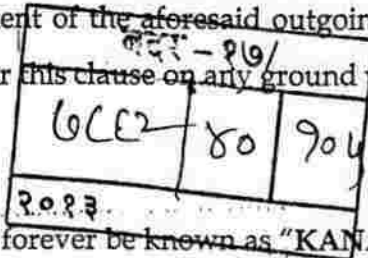
34. It is hereby expressly agreed and provided that so long as it does not in any way effect or prejudice the rights hereunder granted in favour of the Purchaser in respect of the said Unit, the Developer shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of their right, title or interest in respect of the said Land or any part thereof. The Developer shall also be free to construct sub-station for electricity supply, office for the Corporate Body, covered and enclosed garage in the open compound, underground and overhead tanks, structures, watchman's cabin, toilet for servants, septic tanks and soak pits for location of which are not particularly marked on the building plans. The Purchaser shall not interfere with the rights of the Developer by raising any disputes in the Court of Law under Section 7 of the M.O.A. and/or any other provisions of any other applicable law. The Developer shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser as required by any authority of the State or Central Government or competent authorities under any law concerning authorities of building or implementation of the scheme for the development of the said Land.



35. The Purchaser hereby agrees to pay to the Developer on or before the 5<sup>th</sup> (fifth) day of every month beginning from the month following the month in which the Developer offer to give possession of the said Unit to the Purchaser, until the complete administrative control of the said Land with the said Building thereon is handed over to the Corporate Body, such proportionate share as may be determined by the Developer or the Corporate Body of all other outgoing and

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expenses, provisions for depreciation and sinking fund and all outgoings and expenses of management, upkeep, maintenance and repairs of the said Building on the said Land and common lights, common sanitary and other utility services, garden and other services and amenities on the said Land and in the said Building thereon including remuneration, salaries and wages to watchmen, supervisors, sweepers, gardeners and other persons employed for the aforesaid purposes or any of them and the collection charges in respect thereof and the Purchaser shall not withhold payment of the aforesaid outgoings and expenses demanded from the Purchaser under this clause on any ground whatsoever.



36. The name of the said Building shall forever be known as "KANAKIA ATRIUM-2". This covenant shall at all times be binding upon the successors-in-title of the Developer and/or the Purchaser including the Corporate Body, as and when so formed.

37. Any delay tolerated or indulgence shown by the Developer in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Developer shall not be treated/ construed as a waiver on the part of the Developer of any breach, violation or non-compliance of any of the terms and conditions of this Agreement by the Purchaser, nor shall the same in any manner prejudice, limit or affect the rights of the Developer.

38. The Purchaser shall solely bear and pay the stamp duty and registration charges of this Agreement and all incidental and related charges in respect thereof. The Developer and the Purchaser hereby agree that if any of the clauses contained herein is held or deemed illegal or inoperative, for any reason whatsoever by a final order or judgment of any Court of competent jurisdiction, then this Agreement shall not become invalid or inoperative and it shall be deemed to remain valid, subsisting and binding on the Developer and the Purchaser for the remaining clauses and their respective rights and obligations shall continue as if the Agreement did not contain such clause which is held illegal or invalid.



39. After the registration of this Agreement, no clause of this Agreement shall be altered, modified or amended except with the prior written approval of the Parties hereto, and all such alterations, modifications and amendments shall be effective, valid and binding, only if, the same are recorded in writing and

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executed by the Parties hereto, and registered as a supplemental document to this Agreement.

40. All letters, notices, receipts, intimations and other communications to be addressed by the Developer as contemplated by and under this Agreement shall be deemed to have been duly effectively and sufficiently served/delivered to the Purchaser and shall discharge the Developer completely and effectually of its obligations, if superscribed to the Purchaser either under Certificate of Posting or by Registered Post Acknowledgement Due or by Hand Delivery, to the postal address or by e-mail of the Purchaser mentioned below, or at the following address (or at any other address as may have been subsequently informed in writing to the Developer by the Purchaser as and by way of change of address and if such change is confirmed by the Developer):

**Postal correspondence address:**

D -202, Oberoi Splendor,

Opp. Majas Depot,

J V L R, Andheri (East),

Mumbai- 400060.OR

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**E-mail address:**

[babita@chemcoatindia.com](mailto:babita@chemcoatindia.com)

The Developer shall present this Agreement at the concerned Office of the Sub-Registrar of Assurances at Mumbai for registration within the time limit prescribed by the provisions of the Registration Act, 1908. The Developer shall intimate to the Purchaser, in advance, the day and time, when the Purchaser is required to remain present to admit execution thereof before the concerned Office of the Sub-Registrar of Assurances at Mumbai. If the Purchaser, for any reason whatsoever, fails and neglects to remain present and admit execution, the Developer will not be liable or responsible for the non-registration of this Agreement and the consequences arising therefrom and the Purchaser shall solely be liable for the payment of the stamp duty and registration charges with penalty with regard to the statutory registration of this Agreement.

41. The Parties are assessed to Income Tax under the applicable provisions of the Income Tax Act, 1961. The Permanent Account Number of the Developer is AAACK2629J and the Permanent Account Number of the Purchaser is

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

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:**

(The description of "the said Land")

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All that piece and parcel of free hold and non- agricultural land admeasuring approximately 3539 square yards equivalent to approximately 2958.95 square metres (2930.50 square metres as per the Property Register Card) bearing C.T.S No.228 situated at Village Mulgaon, Taluka Andheri, Cross Road "A", Chakala MIDC, Andheri (East), Mumbai - 400093 which is bounded as follows:-

- On or towards North :by CTS No.227.
- On or towards South :by CTS No.215A.
- On or towards East :by CTS No.200, 203, 205 (part) and 223.
- On or towards West :by CTS No.235.



**THE SECOND SCHEDULE HEREINABOVE REFERRED TO:**

(The description of "the said Unit")

The Commercial Premises i.e being the Unit No. 806 admeasuring about 732 square feet (carpet area) equivalent to about 68 square metres (carpet area) on the 8th floor of the Commercial Building known as " KANAKIA ATRIUM -2" constructed on the said Land, more particularly described in the First Schedule. The said Unit is shown in stripes with black colour on the typical proposed floor plan annexed hereto and marked as Annexure "D".

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**THE THIRD SCHEDULE HEREINABOVE REFERRED TO:**

(Details of Amenities)

**1. STRUCTURE**

R.C.C. Framed Structure

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**2. ELECTRICAL**

Main Electric Cable line upto the main entrance of the said Unit

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

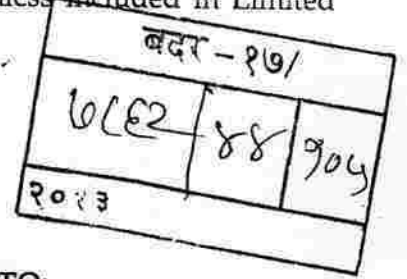
(Details of Limited Common Areas and Facilities)

1. The said Land, on which the said Building is constructed.
2. Foundations, Columns, Beams, Supports, Mains Walls, Roofs / Slabs, Corridors, Lobbies, Stairs, Staircase, Entrances and Exit of the said Building.
3. Entrance foyer, lobby, staircase, lift, lift well, lift machine room and driveway.
4. Unless included in the said limited areas and facilities - Garden and Open Spaces.
5. The common toilet, common terrace, but excluding car parking spaces and private terrace or open space area/s specifically earmarked.
6. Installation of central services such as electricity, water common WCs (including servant toilets) lift, power, water, drainage, sewerage, sewerage treatment plant, light, communication lines, intercom lines, gas lines etc.
7. The water tanks (overhead / underground / suction) pump room, generator, generator room and in general all apparatus and installations of and incidental to the aforesaid and existing for common use.



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8. Tanks, Pumps, Motor Fans, Ducts and in general all apparatus and all installations - fittings and fixtures which may be provided for common use.
9. All other parts of the said Building necessary or convenient to its existence, maintenance and safety or normally in common use (Unless included in Limited Common Area and Facilities).



**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(Details of the instalments referred to)**

- Rs. 42,01,200/- (Rupees Forty two Lakhs One Thousand Two Hundred only) paid as earnest money;
- Rs. 96,03,600/- (Rupees Ninety six Lakhs Three Thousand Six Hundred only) to be paid within 45 Days from 17<sup>th</sup> October 2013.
- Rs. 8,00,300/- (Rupees Eight Lakhs Three Hundred only) to be paid on or before the completion of 11<sup>th</sup> slab
- Rs. 8,00,300/- (Rupees Eight Lakhs Three Hundred only) to be paid on or before the completion of Bricks works
- Rs. 8,00,300/- (Rupees Eight Lakhs Three Hundred only) to be paid on or before completion of External Plaster works.
- Rs. 8,00,300/- (Rupees Eight Lakhs Three Hundred only) to be paid at the time of intimation that the said Unit is ready for Fit-Out Works (irrespective of the date on which the Purchaser would take possession of the said Unit).

In the event the milestones mentioned above for Brick Work and/or Plastering become due prior to the completion of the slabs then the Purchaser shall make the payment in respect thereof time being of the essence on the demand being made by the Developer in respect of completion of any slab as stated above.



**THE SIXTH SCHEDULE ABOVE REFERRED TO :**

**(Details of the proportionate share of property taxes, water charges and other rates and taxes payable by the Purchaser)**

1. All municipal taxes, imposition, levies and cesses imposed by any local authority including the water tax and charges etc.

*[Handwritten signatures and initials]*

2. Expenses for the day to day maintenance and management of the said Building such as lights on the staircases, passages, common terraces, common areas and lifts, service charges, maintenance of common gardens and salaries of watchman and ward and other staff.
3. Costs of cleaning and lighting the passages, landings, staircases, terraces and other parts of the said Building, as enjoyed or used in common, as aforesaid.
4. Salaries of ~~Manager, Clerks, Bill Collectors, Chowkidars, Sweepers, Gardeners,~~ etc. बदर - १७  
७६२ ४५ १०५  
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5. Costs of working and maintenance of water pumps and lights and service charges.
6. Sinking and other funds as may be determined by the Developer.
7. Such other expenses and outgoings as may become necessary to be recovered in the sole discretion of the Developer.
8. Costs of maintenance / repairs of lifts.
9. Local and other Taxes
10. Rent and Cost of Water Meter or Electric Meters and or any deposit for water and electricity.
11. Cost of water supplied by water tankers to be provided till municipal water is made available and also in case of deficit / shortage of water.
12. Such other expenses as are necessary or incidental for the maintenance and unkeep of the said Building.

**SIGNED AND DELIVERED** )


by the within named Developer )

**KANAKIA SPACES PRIVATE LIMITED** )

by the hand of one of its Director )

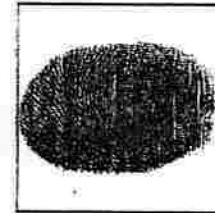
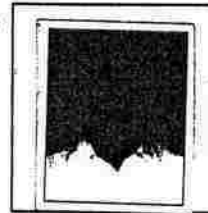
Mrs. Bhadresh Joshi )

in the presence of )

1. Mr. Prashant Matai 

2. Mr. Sohil Mehta 

T M



**Mr. Bhadresh Joshi**

**Photograph/Left Thumb Impression**



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SIGNED AND DELIVERED ) For Chemcoat India Enterprise Pvt. Ltd.

by the withinnamed Purchaser )

Chemcoat India Enterprise Pvt Ltd.)

by the hands of one of its Director, )

*Bahur*

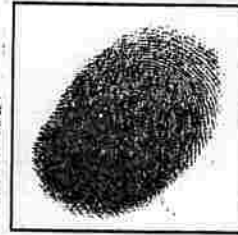
Director

For Chemcoat India Enterprise Pvt. Ltd.

in the presence of )

- 1.
- 2.

*[Signature]*



Director

Enterprise Pvt Ltd.

Photograph/ Left Thumb Impression

RECEIPT

RECEIVED and from the withinnamed Purchaser, the sum of Rs. 42,01,200/- (Rupees Forty Two Lakh(s) One Thousand Two Hundred Only) as and by the way of earnest money/ part payment as within mentioned payable by the Purchaser to us, under this Agreement.

Witness:

- 1.
- 2.



WE SAY RECEIVED

For KANAKIA SPACES PRIVATE LIMITED

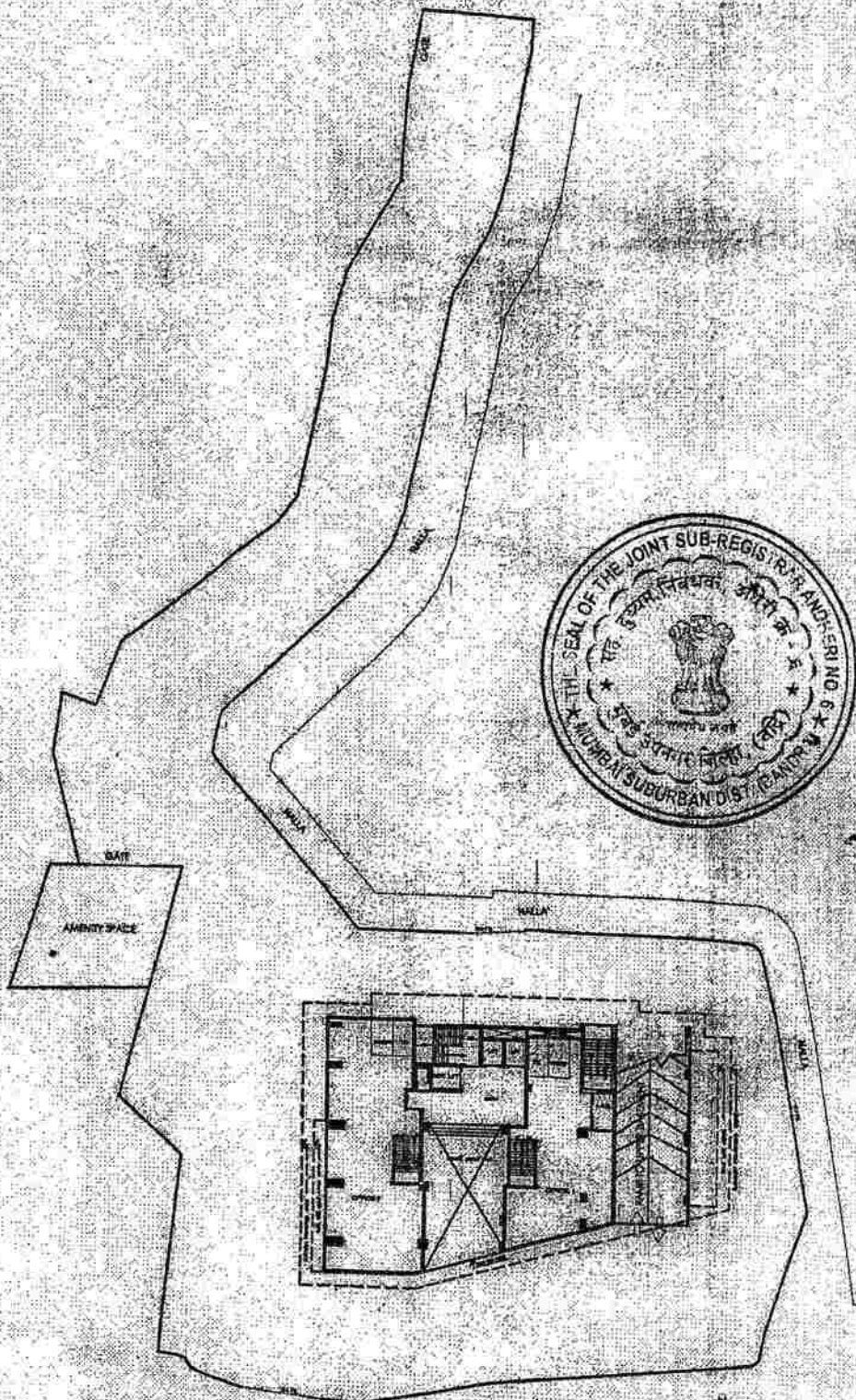
*[Signature]*

Authorized Signatory



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Annexure - "A"



LAYOUT PLAN



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Refn. 523-  
HMCP-1045-2008-1,000 Form.

Ex. Engineer Bldg. Proposal (W.  
H and K - 10/10/08  
Municipal Office, R. K. Park Marg,  
Bandra West, Mumbai-400 050.

C-3  
MUNICIPAL CORPORATION OF GREATER MUMBAI  
FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/ 9340 /BSP/WS/AM/1AK of this I. O. No. C.C. is issued sub:  
COMMENCEMENT CERTIFICATE to the provision of Urban Land  
Act, 1974

To,  
Shri. Ramesh B. Kanakia  
Director of Kanakia Construction Pvt. Ltd.  
C.A. to Mrs. Vasa Exclusive Tools Pvt. Ltd.

1 JAN 2010

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Sir,  
With reference to your application No. 488 dated 15/4/2008 Development  
Permission and grant of Commencement Certificate under Section 44 & 45 of the Maharashtra Regional  
and Town Planning Act 1966, to carry out development and building permission under Section 46 of the  
Mumbai Municipal Corporation Act 1888 to erect a building.

To the development work of Proposed Comm. Bldg. TS No. 228  
at premises at Street..... village mulgaon  
No..... situated at Andheri (E) in K/East Ward.

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

1. The land vacated in consequence of the endorsement of the setback line and 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 an in 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 Mumbai if:
  - (a) The Development work in respect of which permission is granted 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 Mumbai is contravened or not complied with.
  - (c) The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and/or proprietor/denies the title through or under him in such an event shall be deemed to have carried on the development work in contravention of Section 42 of 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but also his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. N. S. LALAN  
Executive Engineer to exercise his powers and functions of the Planning  
Authority under Section 45 of the said Act.

This CC is valid upto 10 JAN 2011  
This Commencement certificate is for

carrying out the work upto Plinth only  
top of basement with sheet  
piling as per approved plan  
dtd. 20/01/2009

For and on behalf of I. O. No. C.C. issued sub:  
The Municipal Corporation of Greater Mumbai  
Executive Eng. Building Dept.

CERTIFIED TRUE COPY

ARCHITECTS



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Valid up to 10/01/2013 / 26 SEP 2013  
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 Further C. C. is now extended upto height  
 for/upto \_\_\_\_\_ height.

*[Signature]*  
 E.E.B.P. (WS) K Ward

Valid up to 10/01/2013 / 28 DEC 2013  
 CE 9345 /BSII/WS/AK of  
 Further C. C. is now extended upto \_\_\_\_\_ height  
 for/upto \_\_\_\_\_ height.

*[Signature]*  
 E.E.B.P. (WS) K Ward

Valid up to 10/01/2013  
 CE 9346 /BSII/WS/AK of  
 Further C. C. is now extended upto \_\_\_\_\_ height  
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*[Signature]*  
 E.E.B.P. (WS) K Ward

CERTIFIED TRUE COPY

MUNICIPALITY ARCHIVISTS





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Annexure - "B1"

Engineer Bids, Proposed  
 No. 200/200  
 The M.C.C. is invited subject  
 to the provision of Urban Land  
 Ceiling and Regulation Act 1974

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

20 JAN 2009

No. B/B/CE/ 9340/MS/AK BS/A 200/200

MEMORANDUM  
 Municipal Office  
 Smt. Ravish B Kanakia Director of Kanakia Construction Pvt. Ltd.  
 (Ms. Varad Software Tools Pvt. Ltd)

With reference to your Notice, letter No. 200/200 dated 11/12/08 and delivered on 20/12/08 and the plans, Sections, Specifications and Description (with further particulars and details of your building as Proposed Commercial Building bearing GTR No. 228 furnished to me under your letter dated 20/12/08) to inform you that I cannot approval of the building work proposed to be erected or executed and the store hereby formally inform you under Section 346 of the Bombay Municipal Corporation Act as amended up to date my disapproval by the following

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

- 1) That the arrangements essential under regulation 145 (b) of the M.C.C. Act will not be made before starting the proposed work.
- 2) That the compound wall to be constructed on the side of the road adjoining the site with foundation below level of ground level and the wall should be constructed in such a manner as to prevent the flow of rain water from the adjoining building into the compound wall as per M.C. Regulation No. 28(2) before starting the work.
- 3) That the low lying plot will not be allowed to be excavated to a depth of 2' below F.F.D. or 6' above adjoining road level, whichever is less, and the excavation should be made in such a manner as to prevent the flow of rain water into the compound wall as per M.C. Regulation No. 28(2) before starting the work.
- 4) That the specifications for the proposed work and the specifications for the proposed work will not be obtained from the Engineer-in-Charge, Kanakia Construction Pvt. Ltd. and the access and egress to the site will not be obstructed by the proposed building, street lights and S.W.D. from the M.C.C. (N.S.) / E.R.S. / D. or W.S. before submitting H.C.
- 5) That the Structural Engineer will not be appointed / supervised as per appendix XI Regulation 53(B) 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.



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

(2) 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 any time before the day of ..... 2007. But not so as to contravene any of the provision 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 Note accompanying this Intimation of Disapproval.

*[Signature]*  
Executive Engineer, Building Proposals,  
Zone, K/12, Wards

**SPECIAL INSTRUCTIONS**

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

(2) Under Section 33 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

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

"Every person who shall 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 thereafter to be laid in such street"

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

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

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of 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 Mumbai 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) of the Bombay Municipal Corporation Act.

(7) One more copy of the proposals should be submitted for the Collector, Mumbai Suburban District.

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

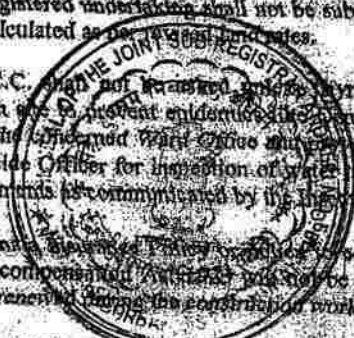
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CE/9340/W/S/AK

20 JAN 2009

72, Banker Bldg. Proposal (W.S.)  
 H. S. W. S. W. S.  
 Municipal Office, R. K. Patkar Marg,  
 Bandra (West), Mumbai - 400 050.

- 7) That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout will not be submitted before C.C.
- 8) That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
- 9) That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.
- 10) That the requirements of N.D.C. of (i) Reliance Energy, (ii) S.G. (iii) P.C.O., (iv) A.A. & C. (v) S.P. (vi) S.W.D., (vii) M.T.N.L., (viii) H.E. will not be obtained and the requisitions if any will not be complied with before occupation certificate / B.C.C.
- 11) That the Registered Agreement with the prospective Doctors agreeing to occupy the Dispensary portion will not be submitted before C.C.
- 12) That the conditions mentioned in the release letter of E.A.D.P. under No. CHE/2805/1/PWS/H&K dated 31.12.2007 will not be complied with.
- 13) That the qualified/registered site supervisor through architect/structural Engineer will not be appointed before applying for C.C.
- 14) That "All Dues Clearance Certificate" related to H.B.'s dept. from the concerned A.E.W.W. (K/E ward) shall not be submitted before applying for C.C.
- 15) That the development charges as per M.R.T.P. (amendment) Act 1992 will not be paid.
- 16) That the registered undertaking 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 registered undertaking shall not be submitted for payment of difference in premium paid and calculated as per latest rates.
- 19) That the C.C. shall not be granted unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide Officer of the Corporation and necessary provision shall be made as and when required by the Insecticide Officer for inspection of water tanks by providing safe but stable ladder, etc. and requirements as communicated by the Insecticide Officer shall not be complied with.
- 20) That the Trade License/Contract shall not be renewed to cover the compensation claims arising out of workman's compensation / accident which has to be taken out before starting the work and also will not be renewed during the construction work.
- 21) That the N.O.C. from Superintendent of Garden for tree authority shall not be submitted.
- 22) That the soil investigation will not be done and report thereof will not be submitted with structural design.
- 23) That the building will not be designed with the requirements of all relevant IS codes including IS code 1893 for earthquake design while granting occupation certificate from Structural Engineer to that effect will be insisted.



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20 JAN 2009

Ex. Engineer Bldg. Proposal (W.S.)  
H and K - Ward  
Municipal Office, R. K. Patkar Marg,  
Mumbai - 400 050.

CE/0340/WS/AK

- 24) That no main beam in R.C.C. framed structure shall not be less than 230 mm. wide. The size of the columns shall also not be governed as per the applicable I.S. Codes.
- 25) That all the cantilevers (projections) shall not be designed for five times the load as per I.S. code 1993-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- 26) That the R.C.C. framed structures, the external walls shall be less than 230 mm. If in brick masonry or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No. CE/5591 of 13.4.1974.
- 27) That the arrangements for disposal of wet waste as per the design and specification of Organisations/Individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Commissioner.
- 28) That the phasewise programme for removal of the debris shall not be submitted and got approved.
- 29) That the registered undertaking for not misusing the part / pocket terraces / A.H.U.s. and area claimed free of F.S.I. will not be submitted.
- 30) That the registered undertaking for water proofing of terrace and Naut traps shall not be submitted.
- 31) That the N.O.C. from E.E. (MSE) for parking layout in the basement / podium shall not be submitted.
- 32) That the Indemnity Bond for compliance of L.O.D. conditions shall not be submitted.
- 33) That the owner/developer shall not display a board at site before starting the work giving the details such as name and address of the owner/developer, architect and structural engineer, approval no. and date of the layout and building proposal, date of issue of C.C., area of the plot, permissible built up area, built up area approved, number of floors etc.
- 34) That the design for Rain Water Harvesting System from Consultant as per Govt. notification under Sec. 37(2) of MR&TP Act, 1966 under No. TPB-430239G/CR-124/2007/LD-31 dt. 6/6/2007 shall not be submitted.
- 35) That the N.O.C. from E.E. Mech. (E.A.) P&D for the provision of artificial light, ventilation and / or A.H.U. shall not be submitted.
- 36) That the sheet piling along with diaphragm wall shall not be constructed taking all the precautions as per the code under the strict supervision of registered Structural Engineer before actual work commencement is taken in hand.
- 37) That the necessary permits for raising of gate construction of S.W.D. will not be obtained from Dev. Ch. Bd. (S.W.D.) City and Central Cell before plinth C.C. and compliance of said requirements will not be obtained before granting full C.C. for the building.
- 38) That the debris removal deposit of Rs. 45,000/- or Rs. 2/- per sq.ft. of the built up area, whichever is higher, will not be paid before further C.C.
- 39) That the 'Debris Management Plan' shall not be got approved from Executive Engineer [E.A.] and the conditions therein shall not be complied with.





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CE/994B/WS/AK

20 JAN 2009

City Engineer Bldg. Proposal (W.S.)  
H. and K. - Ward  
Municipal Office, R. K. Patkar Marg,  
Bandra (West), Mumbai - 400 050.

- 40) That the N.O.C. from Collector - M.S.D. for reservation of land shall not be submitted.
- 41) That remarks / specifications regarding formation level and construction of road from the office of Dy. Chief Engineer (Roads) W.S. shall not be obtained before applying for C.C.
- 42) That the C.A.E. [M&E] NOC for A.H.U. L/V shall not be submitted.
- 43) That the R.U.T. for prospective buyers shall not be submitted.
- 44) That the R.U.T. for not misusing common passages shall not be submitted.
- 45) That the NOC from E.E. [T&C] for parking layout shall not be submitted.
- 46) That the NOC from C.F.O. shall not be submitted.
- 47) That the R.U.T. for not misusing reservation features shall not be submitted.

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

1. That the notice in the form of appendix XVI 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.
4. That the debris shall not be transported to the road or to any dumping site and challan to that effect shall not be submitted to this office.
5. That the N.O.C. from A.A. & C. [K.H.] shall not be submitted.
6. That the plinth stability certificate from a C.C. consultant shall not be submitted.
7. That the work-start notice shall not be submitted.
8. That the design of the road crust obtained from the Road Consultant of the office of Dy. Chief Engineer (Roads) W.S. to carry out the construction of road upto the base level as per the design shall not be complied with before asking for C.C. beyond plinth.
9. That C.C. shall not be granted beyond plinth level unless the contractor / holder satisfies the competent authority that he has received the concerned authorities / utilities for providing connection in this regard & advance connection (not commissioned) is taken as per the specifications.
10. That the testing of building material to be used on the subject work shall not be done and results of the same will not be submitted periodically.
11. That the quality control for building work / for structural work / supervision of the work shall not be done and certificate to that effect shall not be submitted periodically in progress.

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

- 1) That the conditions mentioned in the clearance under No. ULC/77 B/55 dated 10.7.2007 obtained from Competent Authority under U.L.C. & R. Act, 1976 will not be complied with.

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CE/9340/WS/AK

20 JAN 2009

CA. Engineer Bldg. Proposal (W.S.)  
H and K - Wards  
Municipal Office, R. K. Patkar Marg,  
Bandra (West), Mumbai - 400 050.

- 2) That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, O.H. tank etc. for Nursing home, user will not be provided and that the drainage system of the residential part of the building will not be affected.
- 3) That some of drains will not be laid internally with C.I. pipes.
- 4) That the dust bin will not be provided as per C.E.'s circular No. CE/9297/II dated 26.6.1978.
- 5) 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.
- 6) That the 10' wide paved pathway upto staircase will not be provided.
- 7) That the surrounding open spaces, parking spaces and terrace will not be kept open and unroofed 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.
- 8) That the name plate/board showing plot no., name of the bldg. etc. shall not be displayed at a prominent place below G.C.C./B.C.C.
- 9) That the cartage entrance will not be provided before starting the work.
- 10) That the parking spaces will not be provided as per D.C.R. No.36.
- 11) That B.C.C. will not be obtained and IOD and debris deposit etc. will not be claimed for refund within a period of six years from the date of occupation.
- 12) 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 rails and stable ladder.
- 13) That the owner/developer will not hand over the possession to the prospective buyer before obtaining occupation permission.
- 14) That the letter box of appropriate size shall not be provided for all the tenements at the ground floor.
- 15) That the infrastructural works such as construction of hand-holes/manholes, ducts for underground cables, concealed wiring inside the flats/rooms, room/space for telecom installations etc. required for providing telecom services shall not be provided.
- 16) That the regulation No.45 and 46 of D.C. Reg. 1991 shall not be complied with.
- 17) That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner unless the developer plots having area more than 300 Sq.Mts. as per Govt. notification under Act, 1966.
- 18) That the permission from fire safety point of view as per D.C.R.91 shall not be complied with.



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CE/340/W/3/AK

20 JAN 2009

EX. Engineer Bldg. Proposal (W.E.)  
H and R. Wards  
Municipal Office, R. K. Pathar Marg,  
Bandra (West), Mumbai-400 050.

- 19) That the Verminature plan for disposal of wet waste as per the design and specification of Organisations/individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.C.M. shall not be provided to the satisfaction of Municipal Commissioner.
- 20) That the Drainage Completion Certificate shall not be submitted.
- 21) That the Lift Inspector's completion certificate shall not be submitted.
- 22) That the structural stability certificate shall not be submitted.
- 23) That the Site Supervisor's completion certificate shall not be submitted.
- 24) That the smoke test certificate shall not be submitted.
- 25) That the water proofing certificate shall not be submitted.
- 26) That the final completion certificate from C.P.O. shall not be submitted.
- 27) That the format order from U.L.C. shall not be submitted.
- 28) That the N.O.C. from A.A. & C. (K/B) shall not be submitted.
- 29) That the N.O.C. from Ch.E. (M&E) shall not be submitted.
- 30) That the completion certificate for Rain Water Harvesting System from Consultant shall not be submitted.
- 37) That the completion certificate from E.E. Mech. (E.L) P&D for the provision of artificial light, ventilation and / or A.H.U. shall not be submitted.
- 38) That the construction of road including S.W.Drain and footpath, providing central divider, lane marking and providing street furniture and obtain completion certificate from E.E. [Roads] W.S. shall not be submitted before applying for occupation.
- 39) That the payment towards the difference in pro-rata cost of C.C. road and asphalt road for road width of 18.30 mtrs. and above shall not be made in the office of Dy.Chief Engineer [Roads] before applying for occupation.
- 40) That the Energy Conservation Systems, as stipulated vide circular under No. CRE/M&E/1063 dt. 16/06/2008 shall not be complied with.

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

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

2/2/09/100



*[Signature]*  
20/1/09  
EX. ENGR. BLDG. PROPOSAL  
(W.E.) E/EAST/WEST WARDS

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No. EB/CE/17/246/105/13/13

NOTES

20 JAN 2013

- (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 any shed to house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of cartage entrance over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards at least 15 days prior to the date of which the proposed construction work shall start and that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal water has been consumed in the construction works and bills prepared 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 shipped from the property. The scaffoldings, bricks, metal, sand props, etc. should not be deposited over the pavement of the street by the owner/ architect/ their contractors. Pre without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the number in objection and the objections approved by this department.
- (9) No work should be started unless the structural designs are approved.
- (10) The work above ground should not be started before the site is shown to this office. Sub-Engineer concerned and acknowledgement obtained from him regarding the correctness of the plan, space and dimensions.
- (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 cutback.
- (12) All the terms and conditions of the approved layout subdivision plan No. should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted from water connection granted (except for the construction purposes) unless read is consented 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 in any open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full tank should 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 Building Completion Certificate.
- (16) Flow of water through adjoining plots should be maintained unobstructed.
- (17) The surrounding of the space around the building should be consolidated in concrete having broke glass pieces and a depth of 200 mm to be provided from fields below ground.
- (18) The concrete curb or channel should be constructed clear of the road widening line with foundation below level of ground and should be completed without obstructing flow of rain water from adjoining holding before starting the work to prove the owners holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.



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- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13 (h) (H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under 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 sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966 (12 of the Town Planning Act), will be withdrawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-
- Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the area in occupation of each.
  - Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternate accommodation in the proposed structure at standard rent.
  - Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to interfere at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.
- (22) Increase of expansion to existing building blocking of existing windows of rooms depriving light and its from other sides should be done first before starting the work.
- (23) Increase of additional floor no work should be start or during monsoon which will cause water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) The bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated.
- (27) The positions of the manholes and other appurtenances in the building should be so planned 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 constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 305 of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with manhole covers made of wrought iron plates or hinges. The manholes of all systems shall be covered with a single hinged mosquito proof hinged cast iron cap over in one piece with locking arrangement provided with a ball and hinge screwed on highly serving the purpose of a lock and the warning pipes of the traps provided with screw on dome shape pieces (like a garden mairi rose) with copper pipes with perforations each not exceeding 15 mm. in diameter, the diam 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 40 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 Bye-law No. 5 (b).  
 (b) Lintels or Arches should be provided over Door and Window opening.  
 (c) The drains should be laid as require under Section 234-1 (a).  
 (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.

COPY TO ARCHITECT OWNED

*[Signature]*  
 H. Executive Engineer, Building Proposals

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Ex. Engineer Bldg. Proposal (W.S.)  
 H and K - Ward  
 Municipal Office, K. K. Park Marg,  
 Bandra (W), Mumbai-400 050.

MUNICIPAL CORPORATION OF GREATER MUMBAI  
 FORM 1A

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CD 9348

Form L.O. D. / C.C. is issued subject to the provision of Urban Land Ceiling and Regulation Act-1974

COMMENCEMENT CERTIFICATE

To  
 Shri. K. K. Kulkarni  
 Shri. K. K. Kulkarni  
 Shri. K. K. Kulkarni

01 JAN 2010

Shri. K. K. Kulkarni  
 Shri. K. K. Kulkarni  
 Shri. K. K. Kulkarni

1. The land is used 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. This 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 that further such extension shall require a subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.

6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:-

(a) The Development work in respect of which permission is granted under this certificate is not carried out on the site thereof in accordance with the sanctioned plans.

(b) Any of the conditions subject to which the certificate is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.

(c) The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or 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 43 of the Maharashtra Regional and Town Planning Act, 1966.

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

The Municipal Commissioner has appointed Shri. N. S. LALANI

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

01 JAN 2011

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

Executive Engineer Building Proposals  
 (Accounts Side) Mumbai - 400 050, K. K. Park Marg, Bandra (W)

FOR  
 MUNICIPAL CORPORATION OF GREATER MUMBAI

