



Friday, January 02, 2004

3:50:25 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 55

गावाचे नाव भुलेश्वर

दिनांक 02/01/2004

दस्तऐवजाचा अनुक्रमांक बवई - 00055 - 2004

दस्ता ऐवजाचा प्रकार मान्यता पत्र

सादर करणाराचे नाव: संजय कृष्णराव वेद्य

नोंदणी फी

:-

1760.00

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

:-

820.00

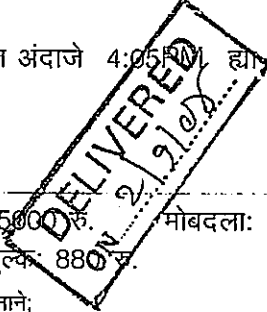
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (41)

एकूण

रु.

2580.00

आपणास हा दस्त अंदाजे 4:05 PM हा वेळेस मिळेल



दुय्यम निबंधक
मुंबई शहर 1 (फोट)

बाजार मूल्य: 175000 रु. मोबदला: 1 रु.

भरलेले मुद्रांक शुल्क: 880 रु.

देयकाचा प्रकार : चलनाने;

चलन क्रमांक: 37; रक्कम: 1760 रु.; दिनांक: 09/12/2003

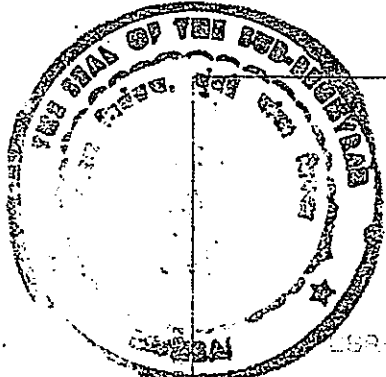
मुंबई

या टिकाव्या कोपागारात / उपकोपागारात भरण्यात आलेल्या रोख रकमेचे चलन
 भारतीय स्टेट बँकेमध्ये / भारतीय रिझर्व बँकेमध्ये

भरणा करणाऱ्याने भरतवयाचे	विभागीय अधिकार्याने किंवा कोपागारात भरतवयाचे	कोपागारात/उपकोपागारात/भारतीय रिझर्व बँकेने/ भारतीय स्टेट बँकेने/इंद्रावाड स्टेट बँकेने भरतवयाचे
गिच्यावतीने रक्कम भरण्यात आली आहे त्या व्यक्तीचे नाव/पदनाम आणि पत्ता	लेखांचे वर्गीकरण वि. 0030 Stamp and Registration Fees प्रधानमंत्री 104 Fees For Registering Documents उपप्रधानमंत्री : 800 Other Receipts	रक्कम मिळाली. रुपये (आकड्यात) रुपये (अक्षरी)
भरणा करणाऱ्यासंबंधीच्या प्राधिकारपत्राचा तपशील आणि भरणा करण्याचा उद्देश	गौणशीर्ष : 1) Registration Fees संपूर्ण संकेत 2) Other Receipt	कोपपत्र लेखांक कोपगारात भरणाऱ्या अधिकारी/बँकेचा व्यक्तीचा नाव RESERVE BANK OF INDIA FORT, MUMBAI. COUNTER No. 9 DATE 9 DEC 1987 CHALLAN No. 37 CASH RECEIVED Rs. 760
भरणा केलेली रक्कम रुपये 9000/- (अक्षरी) रुपये एक हजार सातशे साठ फक्त भरणा करणाराची स्वाक्षरी दिनांक	Code No. 0 0 3 0 0 1 0 वरोवर आहे, पैसे स्वोपचाराचे व पावती धावी. दिनांक : सह दुय्यम निबंधक मुंबई शहर क. ६.	

* येथे कोपागारात/बँकेत रक्कम भरणा करण्याबाबत आदेश : या अधिकाऱ्यांचा स्वरी लिखाण दिसवावा.

[कृ. मागे पहा]



भारतीय रिझर्व बँक 0194046
 RESERVE BANK OF INDIA
 फोर्ट, मुंबई - 400 001.
 FORT MUMBAI - 400 001.
 लोक वेतना विभाग
 PUBLIC ACCOUNTS DEPARTMENT
 चालान प्राप्ति रसीद
 CHALLAN ACKNOWLEDGEMENT

चालान नं. : 0000000000
 Chalan Number : 0000 STAMP AND REGISTRATION
 खाता कोड : 0000000000
 Account Code : 0000000000
 यंत्रणेचे पत्ते : CHANDRANATH SHANKAR SHINDHE
 Account Name : CHANDRANATH SHANKAR SHINDHE
 जमाकर्तो का नाम :
 Name of Depositor :
 घनगणित रकमेचे :
 Amount in Rupees :

५५ / १
 २००४

शासन परिपत्रक क्रमांक. २०००/९४/प्र. क्र. २५/म-१, दि. २४/३/२०००.

पृष्ठ १ of १

GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 023.

RECEIPT FOR PAYMENT TO GOVERNMENT

149716

Receipt No. :

MR. SANJAY K. VAIDYA

Received From :

INSUFFICIENT STAMP DUTY

On Account of :

NOT TRANSFERABLE

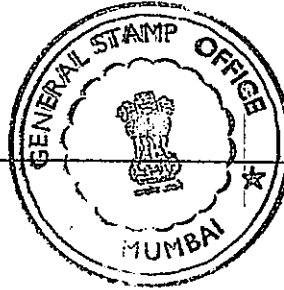
02-MAY-03

Receipt Date :

Counter No. 7

Mode of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (In Rs.)
CA					1,260.00

DELIVERED
28 MAY 2003



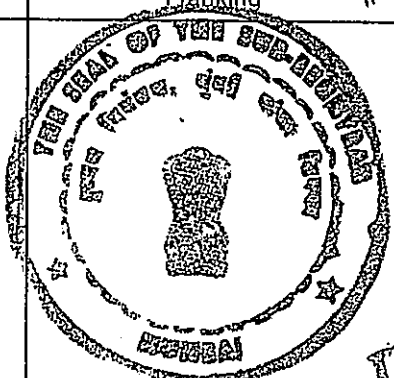
ADJ/2826/03

Case No. :

Lot No. :

Lot Date :

Total D. O. :

Sr. No.	Description of Stamps / Franking	Quantity	Denomination	Amount (In Rs.)
1260				1,260.00
One Thousand Two Hundred Sixty only				
Total :				

व.स. - १
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Rs. At the time of Registration, please produce the original receipt before the Sub-Registrar.

Cashier / Accountant

V.S. WACHALE

धराक मधीक्षक, मुंबई

Signature / Designation

:2:

AND

MR.SANJAY KRISHNARAO VAIDYA, adult, residing at Room No.61 , Lanke Building, Dhuswadi, Thakurdwar, Mumbai-400 002, herein after called "THE ACQUIRER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the **OTHER PART**.

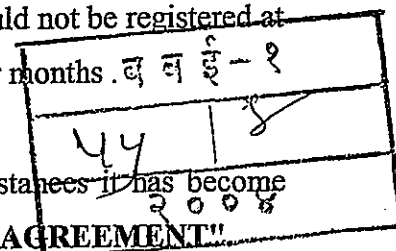
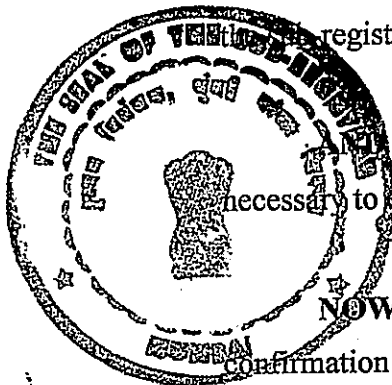
WHEREAS the Developer has agreed to provide "THE ACQUIRER" a self-contained flat or residential unit admeasuring about 25.08 sq. metre of built-up equivalent to 20.90 sq. metre carpet area in the building proposed to be constructed on the plot of land admeasuring 1057 sq. yds. equivalent to 855.36 Sq. metre or thereabout and registered in the books of Collector of Land Revenue -Mumbai under Collectors' old No. 19, New No. 126, Old Survey No. 420, New Survey No.345 and Cadastral Survey No. 2224 of Bhuleshwar Division and the said messuage tenement or dwelling house chawl or range of buildings and sheds being assessed in the books of the Collectors or Municipal rates and taxes under Ward C, Ward Nos. 4374 to 4378 and Street No.9-10 (1-2-3) New Nos. 6,6A-8 situate lying and being on the Eastern Side of Jaganath Shankar Sheth Road, in the part called Dhuswadi, in the Registration Sub-district and in the Island of Mumbai. and more particularly described in the agreement dated 07th August,2001. on certain terms and conditions detailed therein (herein after called "SAID AGREEMENT").

AND WHEREAS the "SAID AGREEMENT" is duly adjudicated for the payment of Stamp Duty by Collector General Stamp Office, Mumbai.

AND WHEREAS the "SAID AGREEMENT" could not be registered at registrar's office within the stipulated period of Four months.

WHEREAS due to the above stated circumstances it has become necessary to execute a Deed of Confirmation of the "SAID AGREEMENT"

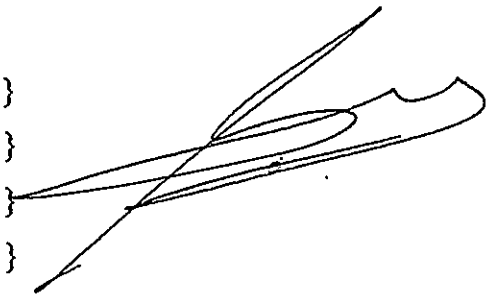
NOW, THIS DEED OF CONFIRMATION WITNESSETH confirmation of the "SAID AGREEMENT" dated 7th August,2001 entered into between the parties of the agreement. Both the parties solemnly affirm and confirm that the "SAID AGREEMENT" is till subsisting and operative and the terms and conditions thereof are agreeable to the parties herein.

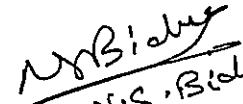
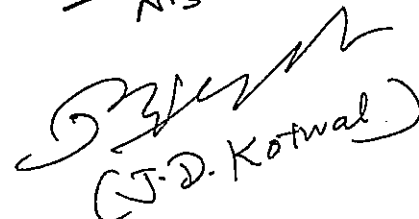


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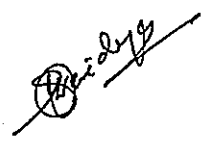
IN WITNESS WHEREOF both the parties have set and subscribed their respective hands on the day and year first hereinabove written.

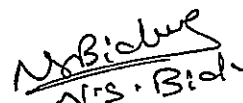
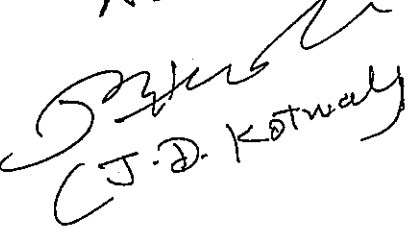
SIGNED SELAED AND DELIVERED }
by the withinnamed "THE DEVELOPERS" }
SHRI SACHIN MUKUND NATU }
in the presence of }



- 1). 
N.S. Bidwe
- 2). 
(J.D. Kotwal)

SIGNED SELAED AND DELIVERED }
by the withinnamed "THE ACQUIRER" }
MR.SANJAY KRISHNARAO VAIDYA }
in the presence of }



- 1). 
N.S. Bidwe
- 2). 
(J.D. Kotwal)



ब. नं. - २
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02/01/2004

दुय्यम निबंधकः

3:52:48 pm

मुंबई शहर 1 (फोर्ट)

दस्त गोषवारा भाग-1

बवई

दस्त क्र 55/2004

दस्त क्रमांक : 55/2004

दस्ताचा प्रकार : मान्यता पत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: सचिन मुकुंद नातु पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: राम मारुती क्रॉस रोड ईमारतीचे नाव: इंद्रधनु ईमारत नं: - पेठ/वसाहत: नौपाडा शहर/गाव: ठाणे तालुका: - पिन: 400602	लिहून देणार वय 34 सही		
2	नाव: संजय कृष्णराय वैद्य पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: जग्गनाथ शंकर शेठ रोड ईमारतीचे नाव: - ईमारत नं: - पेठ/वसाहत: भुलेश्वर शहर/गाव: घसवाडी तालुका: मुं पिन: 2	लिहून घेणार वय 45 सही		





दस्त गोषवारा भाग - 2

बबई

दस्त क्रमांक (55/2004)

दस्त क्र. [बबई-55-2004] चा गोषवारा
बाजार मुल्य : 175000 मोबदला 1 भरलेले मुद्रांक शुल्क : 880

पावती क्र.: 55 दिनांक: 02/01/2004
पावतीचे वर्णन
नाव: संजय कृष्णराव वैद्य

दस्त हजर केल्याचा दिनांक : 02/01/2004 03:48 PM
निष्पादनाचा दिनांक : 02/01/2004
दस्त हजर करणा-याची सही :

1760 : नोंदणी फी
820 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

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दस्ताचा प्रकार : 25) मान्यता पत्र
शिक्षा क्र. 1 ची वेळ : (सादरीकरण) 02/01/2004 03:48 PM
शिक्षा क्र. 2 ची वेळ : (फी) 02/01/2004 03:50 PM
शिक्षा क्र. 3 ची वेळ : (कबुली) 02/01/2004 03:51 PM
शिक्षा क्र. 4 ची वेळ : (ओळख) 02/01/2004 03:52 PM

2580: एकूण

दस्त नोंद केल्याचा दिनांक : 02/01/2004 03:52 PM

दु. निबंधकाची सही, मुंबई शहर 1 (फोर्ट)

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना वीक्षणीत ओळखतात व त्यांची ओळख पटवितात.

1) विवेकगंगाधर कुलकर्णी, घर/फ्लॉट नं: 4

गल्ली/रस्ता: गोळेवाडी

ईमारतीचे नाव: बागेश्री अपार्टमेंट

ईमारत नं: -

पेट/वसाहत: कुळगाव

शहर/गाव: बदलापुर

तालुका: -

पिन: 421503

2) मारुतीविष्णु धनावडे, घर/फ्लॉट नं: 408

गल्ली/रस्ता: गोखले रोड

ईमारतीचे नाव: बी विंग

ईमारत नं: -

पेट/वसाहत: ठाणे

शहर/गाव:-

तालुका: -

पिन: 400602

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प्रमाणित करणेत येते की या
दस्तावेज पखुण... पाणे आहे

दु. निबंधकाची सही
मुंबई शहर 1 (फोर्ट)

हा दुर्यम निबंधक
मुंबई शहर क्र. १

ANNEXURE IS NOT REGISTERED



मुद्रांक प्रमाणित १

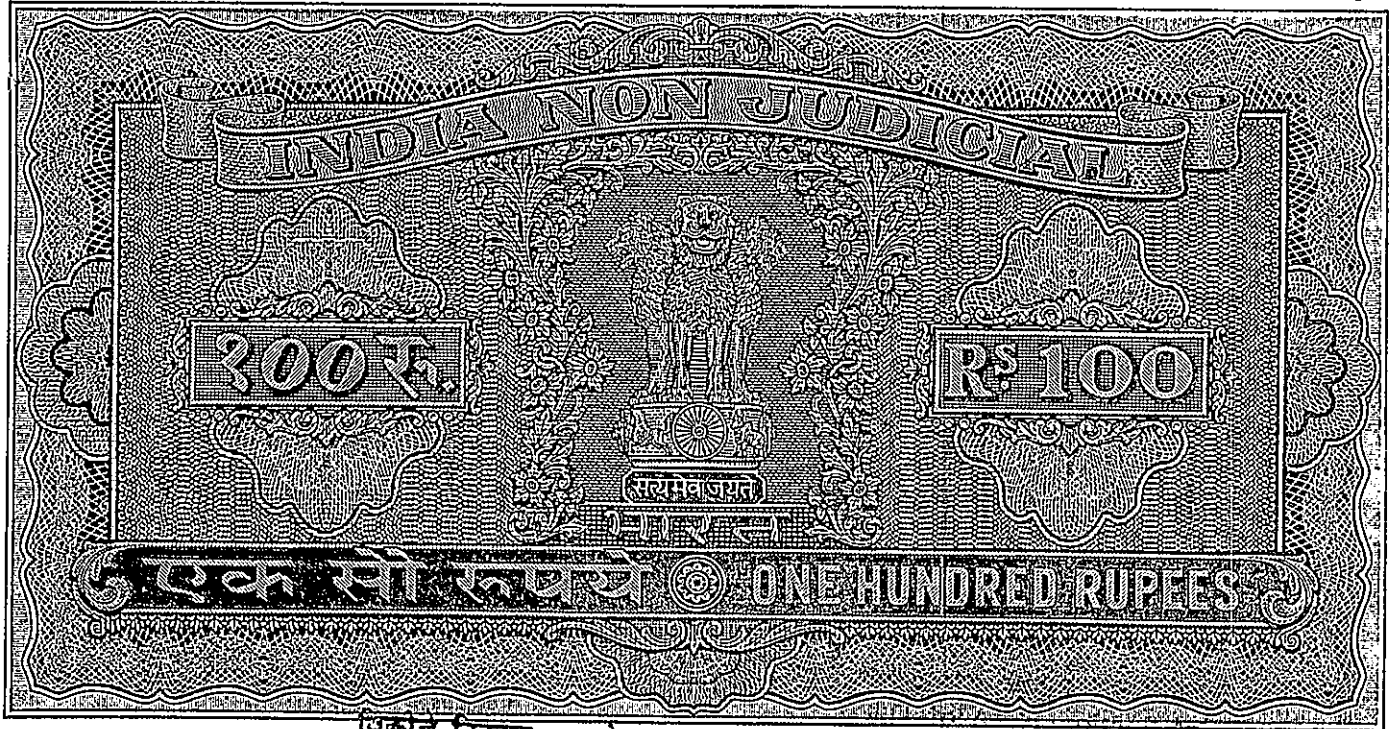
नोंदला,

तारीख:

21/1/04

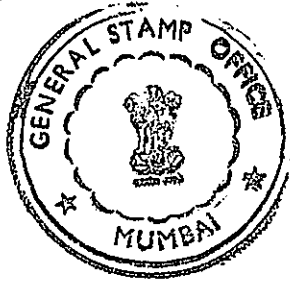
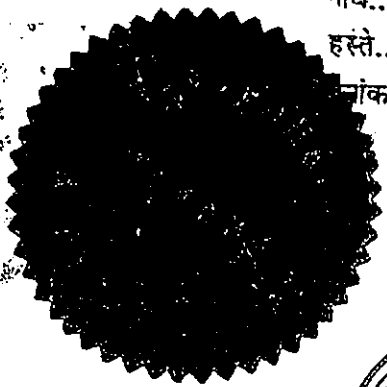
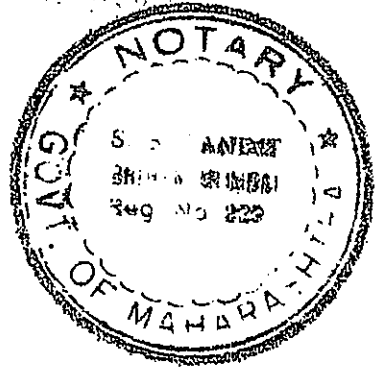
अ पत्त्याची सुजावणी करण्याखेरीज
या काचे सर्व अधिकार असलेला
हा दुर्यम निबंधक
मुंबई शहर क्र. १.

100Rs.



पिकाच ठिकाण : कलेक्टर ऑफिस जवळ,
दुकान नं. २५, ठाणे.
अनुक्रम नंबर... किंमत रूपये ...-२२०.५०.

नांव.....
हस्ते.....
नांक.....
3 AUG 2001 (श्री. सुधीर कुमाडे)



Handwritten signatures and scribbles.

ARTICLES OF AGREEMENT made and entered into on this 7th DAY OF AUGUST in the Christian year TWO THOUSAND AND ONE BETWEEN MR. SACHIN MUKUND NATU, adult, Occupation Business, residing at 'Indradhanu' Ram Maruti Cross Road No.1, Gaondevi Maindan, Naupada, Thane 400 602, hereinafter called "THE DEVELOPER" (which expression shall unless it be otherwise repugnant to the context or meaning hereof be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns) of the ONE PART

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Case No ADJ/2.9.26/1.0.07
Inspector of Stamps, Mumbai.
(Adjudication Branch)

Handwritten signature and scribbles.

AND

Mr. Sanjay Krishnarao Vaidya, adult, residing at Room No. 61, Lanke Building, Dhuswadi, Thakurdwar, Mumbai 400 002, hereinafter called "THE ACQUIRER" (which expression shall unless it be otherwise repugnant to the context or meaning hereof be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns) of the OTHER PART.

WHEREAS,

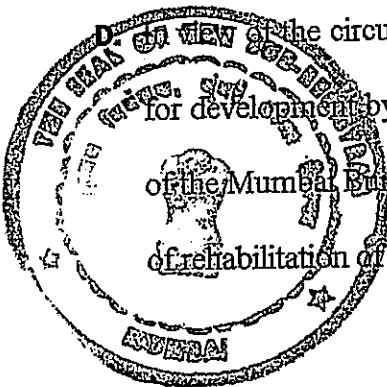
A. NARHARI VISHNU LANKE (hereinafter called "the original Owner"), is the absolute owner and / or otherwise well and sufficiently entitled to all that piece and parcel of the land, hereditament and premises, situate, lying and being on the Eastern side of Jagannath Shanker Sheth Road the part called Dhuswadi in the registration Sub-District and in the island of Mumbai, bearing Cadestral Survey No. 2224 of Bhuleshwar Division, more particularly described in the Schedule hereunder written and delineated in the plan hereto annexed by red colored boundary line hereinafter for the sake of brevity referred to as "THE SAID PROPERTY".

B. The said property consists of a plot of land admeasuring about 1057 Sq. Yds. Equivalent to 855.36 Sq. Mtrs., together with three chawl type buildings, identified as Building Nos. 6, 6A and 8 standing thereon.

C. The Buildings standing on the said property are not so good in condition due to passage of time and need to be substantially repaired.

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५५/१०
२००४

On view of the circumstances, aforesaid, the original Owner has prepared the proposal for development by reconstruction of the building/s in the said property, for approval of the Mumbai Building Repairs and Reconstruction Board and envisaged the Scheme of rehabilitation of the tenants and occupants in the said property.



[Handwritten signature]

E. The scheme of development of the said property envisaged by the original owner is ready to be processed to the concerned authority and expected to be approved and sanctioned within a short period.

F. By the Agreement in writing dated 9th July 2001, the original Owner entrusted the said scheme of development of the said property to the Developer upon the terms and conditions contained therein.

G. In pursuance of the Agreement dated 9th July 2001 the original Owner has authorised the Developer to negotiate with the tenants and/or occupants occupying various tenements in buildings standing on the said property and also to enter into any suitable arrangements with them and to carry out and complete the construction of new building/s after demolition of existing old and dilapidated building/s in the said property as per building plans that would be sanctioned by the concerned Planning Authority.

H. The Acquirer has been and is in possession and occupation of Room No. 61, situated on the First floor of the Building No. 8, standing on the said property hereinafter referred to as **"the Existing Tenement"**.

I. The Existing Tenement has been and is in possession and occupation of the Acquirer for the purpose of residence at the rent of approx. Rs.13/- and cess, tax and other outgoings approx. amounting to Rs. 89/- totaling to **Rs. 102/- per month** as its lawful tenant.

The Developer approached the Acquirer and after negotiations between them offered to allot to the Acquirer in lieu of the Existing Tenement a self-contained residential unit having built up area of 25.08 sq. meters in the building proposed to be



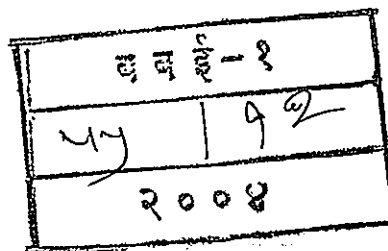
दस्तावेज-१
५. 199
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constructed in the said property in pursuance of the said scheme of development of the said property envisaged by the Original Owner.

K. The Acquirer accepted the offer of the Developer and agreed to surrender and relinquish all his right, title and interest in the Existing Tenement and to deliver vacant possession thereof to the Developer, with authority to carry out demolition of the existing buildings and other structures in the said property. And to accept in lieu thereof on ownership basis a self-contained flat or unit in the proposed building to be constructed in the said property as per building plans to be sanctioned by the concerned authorities.

L. The Acquirer has given irrevocable letter of consent to the owner vide letter dated 27th May, 2001 in the format prescribed by the Maharashtra Housing and Area Development Authority giving his consent for the redevelopment of the said property, in accordance with the modified D.C. Regulation 33(7) as per the Government Gazette dated 25/01/1999 and has agreed to extend his irrevocable consent to the Developer.

M. The Acquirer also agreed to make his own arrangement for residence during the transitory period till the possession of the new tenement in the proposed building will be delivered to him by the developer. And the Developer has agreed to pay to the Acquirer a fixed sum of Rs.3250/- per month as and by way of compensation for meeting the expense that may be incurred by the Acquirer for such alternative transitory arrangement. The Acquirer has requested that the Developer should pay 11 month's compensation amounting to Rs 35,750 in advance in order to meet his obligation of paying Deposit / Rent in advance for such alternative transitory



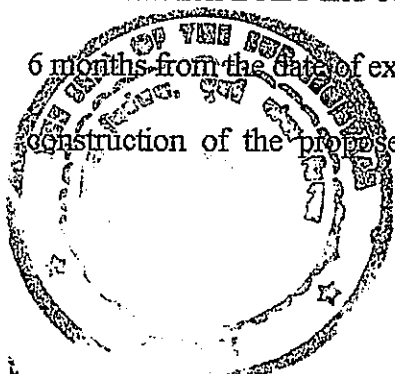
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arrangement. The Developer has agreed to pay 11 month's compensation in advance amounting to Rs 35,750 and the balance by way of post dated cheques of Rs 3,250 each.

- N.** The Developer has given assurance to all the occupants in the said building that the Developer shall contribute an amount of Rs 2,00,000/- as Fund for the proposed Building which amount is mainly to be utilised for the maintenance of Lift by all the tenants / occupants in common.
- O.** After various meetings and negotiations with each other, both the parties have settled the terms and conditions of the transaction aforesaid which they intend to reduce to writing in the manner set out hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSTH AND IT IS, HEREBY, MUTUALLY AGREED BY AND BETWEEN THE PARTIES, HERETO, AS FOLLOWS:-

1. The Developer declare that the original Owner has executed in his favour the Agreement dated 9th July 2001 and authorised him to carry out and complete the scheme of development of the said property and that the said agreement is still valid, subsisting and in full force. The Developer shall abide by and comply with all the obligations in the Agreement dated 9th July 2001 and keep the same valid and subsisting till completion of the development of the said property in every respect.
2. The Developer shall submit the plans and specification of the building/s proposed to be constructed over the said property to the Bombay Building Repairs and Reconstruction Board and obtain sanction from all the concerned authorities within 6 months from the date of execution of this agreement and carry out and complete the construction of the proposed buildings/s strictly in accordance with the sanctioned



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plans. The Developer may modify the plan and specification of proposed building to be constructed over the said property at any time with prior consent of concerned authorities.

3. The Developer may as per his own convenience undertake the construction on the part of the said property and carry out phase-wise development of the said property at his own discretion but it will be completed within the period of 15 months from (i) the date of obtaining sanction to the building plan or (ii) obtaining vacant possession of both the Building Nos. 6A and 8, whichever event happens later.

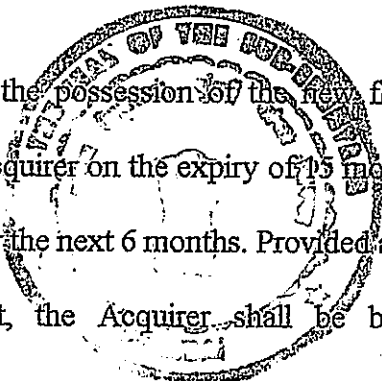
4. The Acquirer shall on or before 30th September 2001 deliver vacant and peaceful possession of the Existing Tenements to the Developer and shift to any other premises of his own choice and accommodate himself during the transitory period till the possession of the new flat in the proposed building is delivered to the Acquirer.

All the expenses of shifting and transport shall be borne by the Acquirer himself.

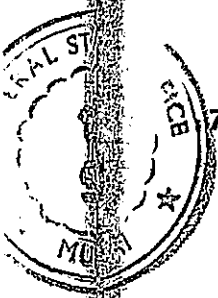
5. The developer shall pay to the Acquirer Rs.3250/- per month as compensation for alternative transitory arrangement for the period commencing from the date of delivery of the Existing Tenement till the new flat in the proposed building is ready for occupation. On the date of receiving the vacant possession of the Existing Tenement, the Developer shall handover one cheque for 11 month's compensation amounting to Rs 35,750. The Developer shall give 4 post dated cheques each of Rs.3250/- for the succeeding 4 months towards the compensation of the alternative transitory accommodation.

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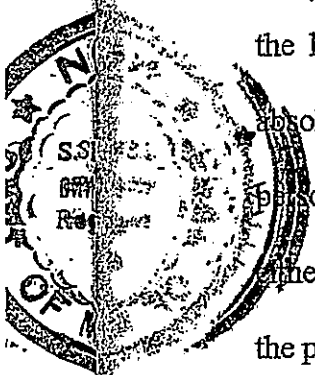
6. If the possession of the new flat in the proposed building is not received by the Acquirer on the expiry of 15 months, the Developer shall hand over 6 more cheques for the next 6 months. Provided always that on completion of construction of the new flat, the Acquirer shall be bound to occupy the same and return the remaining



cheques to the Developer. If the Acquirer fails to hand over the cheques for the remaining period even though the new flat is ready for occupation, the Developer shall have right to give instructions to his Banker to stop payment of the cheques for the subsequent period.



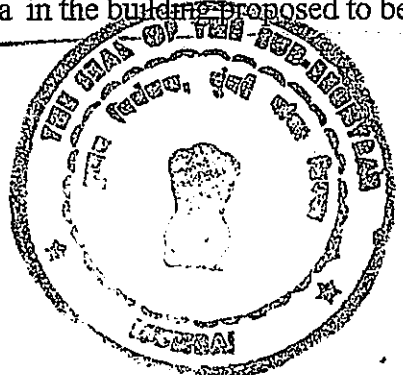
7. It is specifically agreed between the parties that apart from the payment of compensation of Rs.3250/- per month the Developer shall not be responsible for any financial liability concerning the alternative transitory accommodation of the Acquirer and/or his family members. This agreement has been executed by the Developer on the basis of the name of the Acquirer appearing in the records of the original Owner as the lawful bonafied tenant/holder of the Existing Tenement. It shall be sole and absolute responsibility of the Acquirer to settle the dispute, if any, raised by any other person, including his relatives or family members regarding the title of the Acquirer either to the Existing Tenement or the flat to be allotted in the name of the Acquirer in the proposed building.



8. The Acquirer, along with other tenants in the said property, has personally attended various meetings conveyed by the original Owner and Developer before finalisation of the scheme and has decided to enter into this agreement without any coercion or undue influence with clear understanding about the scheme of development undertaken by the Developer.

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9. The Developer shall allot to the Acquirer a self contained flat or residential unit admeasuring about 25.08 sq.meters of built-up equivalent to 20.90 sq.meters Carpet area in the building proposed to be constructed on the said property.

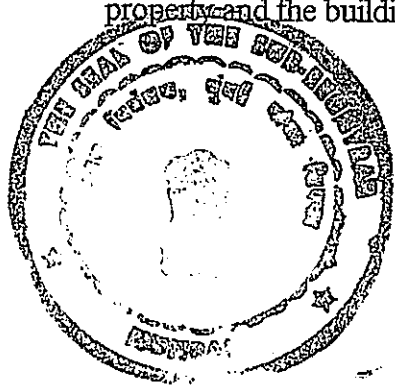
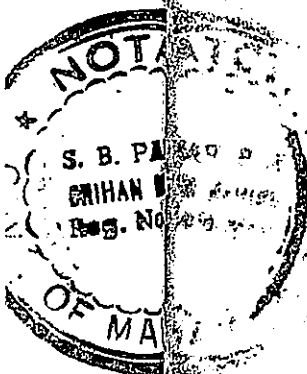
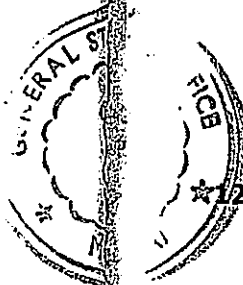


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10. The exact flat or residential unit to be allotted to the Acquirer shall be decided as per the lots to be drawn in the General meeting of all the concerned tenants and/or occupants in the existing Building to be conveyed by the tenants on completion of all the RCC slabs and outer walls of the proposed Building.

11. In case the proposed Building is constructed on Stilt, then the Developer alone shall be entitled to sell the parking space in the Stilt for an amount that will be fixed by him.

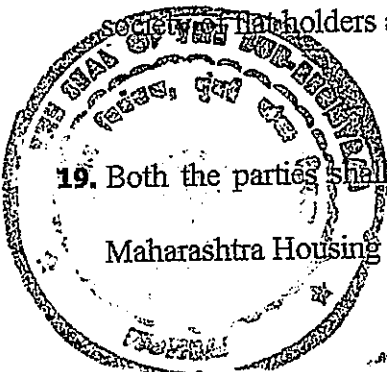
12. The flat or the residential unit in the proposed Building shall be allotted by the Developer to the Acquirer free of costs and in lieu of the Existing Tenements as per the Rules and Regulations of the Maharashtra Housing & Area Development Authority. After all the flats and premises in the proposed buildings are disposed off, the Developer shall form a Co-operative Housing Society of various flat holders in the said property. The Acquirer shall also join as the member of such society along with the other flat holders. The Acquirer shall hold the flat allotted to him on ownership basis, in his capacity as the member of proposed Co-operative Housing Society. Provided always that the Developer shall have a right and discretion to form either a single society or divide it into different Sub-societies, covering various types and categories of flat holders and/or buildings, with a parent society representing such Sub-societies. On formation of such organisation, the Developer shall cause the original Owner to execute a conveyance of the portion comprising of entire land under and 1.5 meter all around the proposed building, out of the said property in favour of such organisation of the flat holders, within a period of three months in which, the Developer shall also join as the Confirming party. And ultimately such organisation of flat holders shall become the owner of the said portion of the said property and the building/s standing there on.



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13. The Developer shall provide to the proposed Building and the flats or residential units therein with the amenities and facilities as mentioned in the Schedule-A annexed hereto.
14. The Developer shall contribute total amount of Rs 2,00,000/- as Fund for the proposed Building which is mainly to be utilised for the maintenance of Lift and the same shall be paid by the Developer to the proposed Society when all acquirers take the possession of their respective flat or residential unit in the proposed building.
15. The Developer shall undertake to look after all the leakage problems resulting from the terrace, bathroom and W.C. for a period of one year from the date of handing over possession to all the tenants / occupants.
16. The Acquirer shall at the time of execution of this agreement sign all the requisite forms, applications, petitions, declarations etc. for submitting the same to the Mumbai Building Repairs and Reconstruction Board and other concerned authorities, for getting approval for development of the said property as intended under the agreement dated 9th July 2001 between the original Owner and the Developer.
17. The Developer shall carry out and complete the construction of the proposed building, within the period of 15 months from (i) the date of obtaining sanction to the building plan or (ii) obtaining vacant possession of both the Building Nos. 6A and 8, whichever event happens later.
18. The Acquirer shall be liable to pay all Expenses for formation and registration of Society, Flatholders and Municipal Taxes and Other outgoings. **ब ब ई-१**
19. Both the parties shall abide by and comply with all the statutory requirements of Maharashtra Housing & Area Development Authority.



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20. All the costs and expenses of and incidental to this agreement including Stamp Duty and Registration Charges upto Rs 2,500/- if required shall be borne and paid by the Acquirer. Any expenses in respect of stamp duty and registration above Rs 2500 shall be by borne by the Developer.

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

ALL THAT piece or ground with the messuage tenement or dwelling house chawls or ranges of buildings and sheds standing thereon//situate lying and being on the Eastern Side of Jagannath Shanker Sheth Road, in the part called Dhuswadi, in the Registration Sub-District and in the Island of Mumbai//containing by//admeasurement 1057 sq.yds equivalent to 855.36 Sq.mts. or thereabouts and registered in the books of the Collector of Land Revenue under Collector's old No.19, New No.126, Old Survey No.420, New Survey No.345, and Cadastral Survey No.2224 of Bhuleshwar Division and the said messuage tenement or dwelling house chawl or range of buildings and sheds being assessed in the books of the Collector or Municipal rates and taxes under Ward C, Ward Nos.4374 to 4378 and Street No.9-10 (1-2-3) New Nos.6, 6A - 8//and bounded as follows; that is to say on or towards:

the East by the property bearing C. S. No. 2223

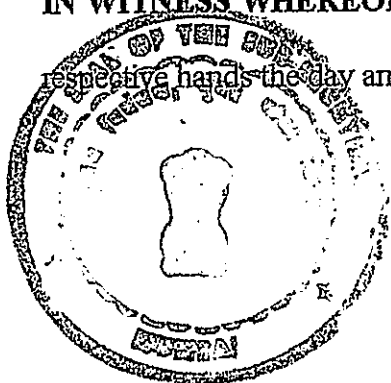
the West by the property of bearing C. S. No. 2225

the North by the property of bearing C. S. No. 2211

the South by Municipal Road known as "Dhuswadi".

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IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands the day and year first herein above written.



Signed and Delivered by the within named
DEVELOPER MR.SACHIN MUKUND
NATU in the presence of

)
)
)
)
)
)

1. V. P. D. S. S. S. S.

2. P. Y. C. L. L.

Signed and Delivered by the within named
ACQUIRER

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)

Mr. Sanjay Krishnarao Vaidya,
in the presence of

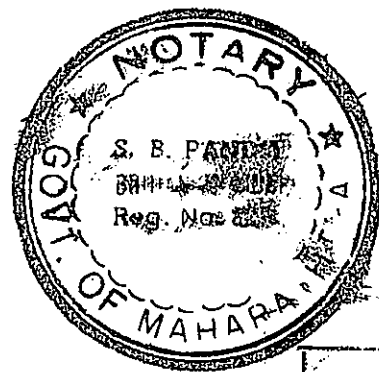
1. V. P. D. S. S. S. S.

2. P. Y. C. L. L.

BEFORE ME

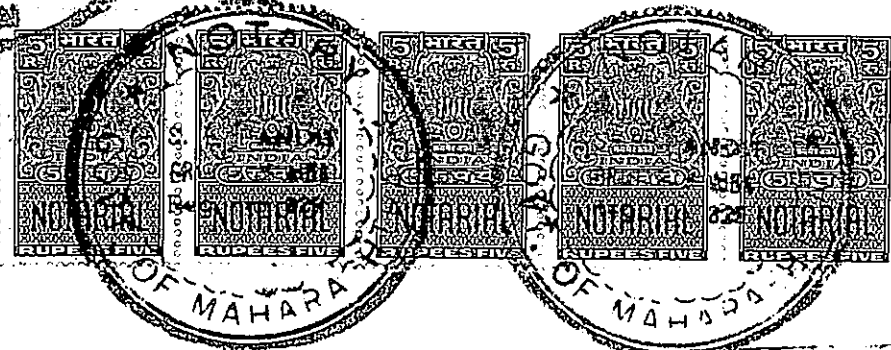
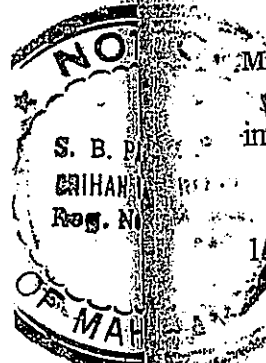
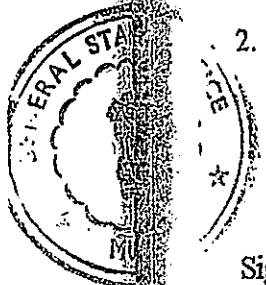
SHRIRAM B. PANDIT, 71812001
NOTARY GREATER BOMBAY

SHRIRAM B. PANDIT
B. A. LL. B.
Advocate High Court,
&
Notary Public in Bombay,
10, Ramdoot Flat No. 6, T. Shaterao Marg,
GIRGAUM BOMBAY. Phone-385022

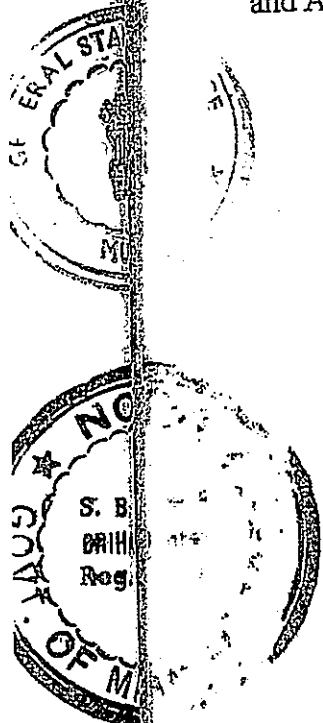


Noted and Registered
at Serial Number 213

27/12/08
44/19e
2008

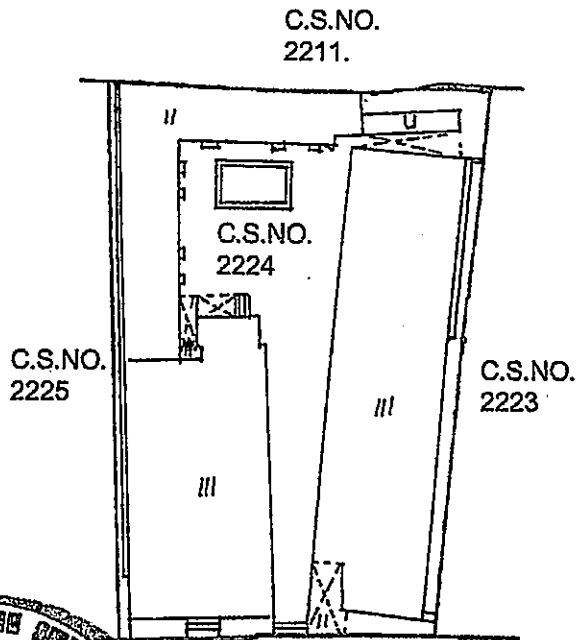


- Z Every Kitchen will have 1 Domestic Plug Point and 2 Plug Point apart from 1 Light Point and 1 Fan Point;
- Z Every Bathroom will have 1 Light Point + 1 Domestic Plug Point + 1 Plug Point.
- Z Every W.C or toilet block will have 1 Light Point;
- Z Light Points for Pump House, Terrace, Common Passage, Staircase, Life Cabin, Lift and Area Lighting will be provided;



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Plan of the Property popularly known as Lanke Building situated lying and being at Dhuswadi on the eastern side of Jagannath Shankar Sheth Road in the registration sub-district and in the island of Mumbai & bearing Cadestral Survey No. 2224 of Bhuleshwar Division.



NORTH

SCALE
1 CM = 5 METERS

DHUSWADI (THAKURDWAR)



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PARTY OF THE
ONE PART

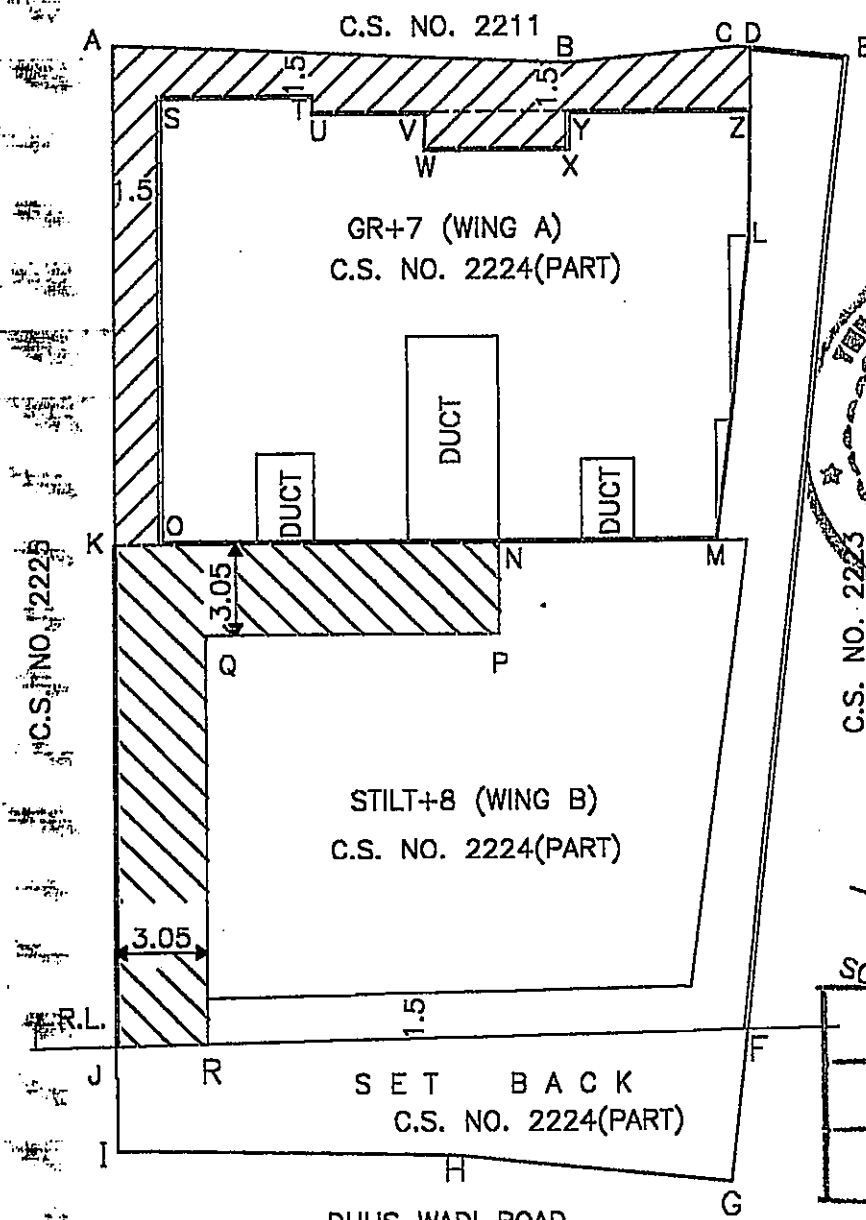
PARTY OF THE
OTHER PART



Plan of the Property popularly known as Lanke Building situated lying and being at Dhuswadi on the eastern side of Jagannath Shankar Sheth Road in the registration sub-district and in the island of Mumabi & bearing Cadastral Survey No. 2224 of Bhuleshwar Division.

NOTES:

- 1) The property bounded blue & marked within letters "A,B,C,D,E,F,G,H,I,J,K,A" admeasures 855.36 Sq.M
- 2) Northern portion of the property bounded red & marked within letters "A,B,C,D,Z,L,M,N,O,K,A" admeasures 356.00 Sq.M
- 3) Southern portion of the property bounded black & marked within letters "D,E,F,R,J,K,O,N,M,L,Z,D" admeasures 440.20 Sq.M
- 4) Set back portion of the property washed pink & marked within letters "F,G,H,I,J,R,F" admeasures 59.16 Sq.M
- 5) Hatched portion of the property marked within letters "R,J,K,O,N,P,Q,R" admeasures 80.00 Sq.M



C.S. NO. 2225



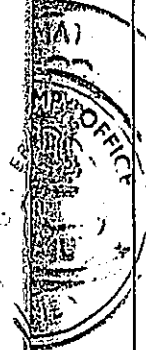
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ARCHITECT

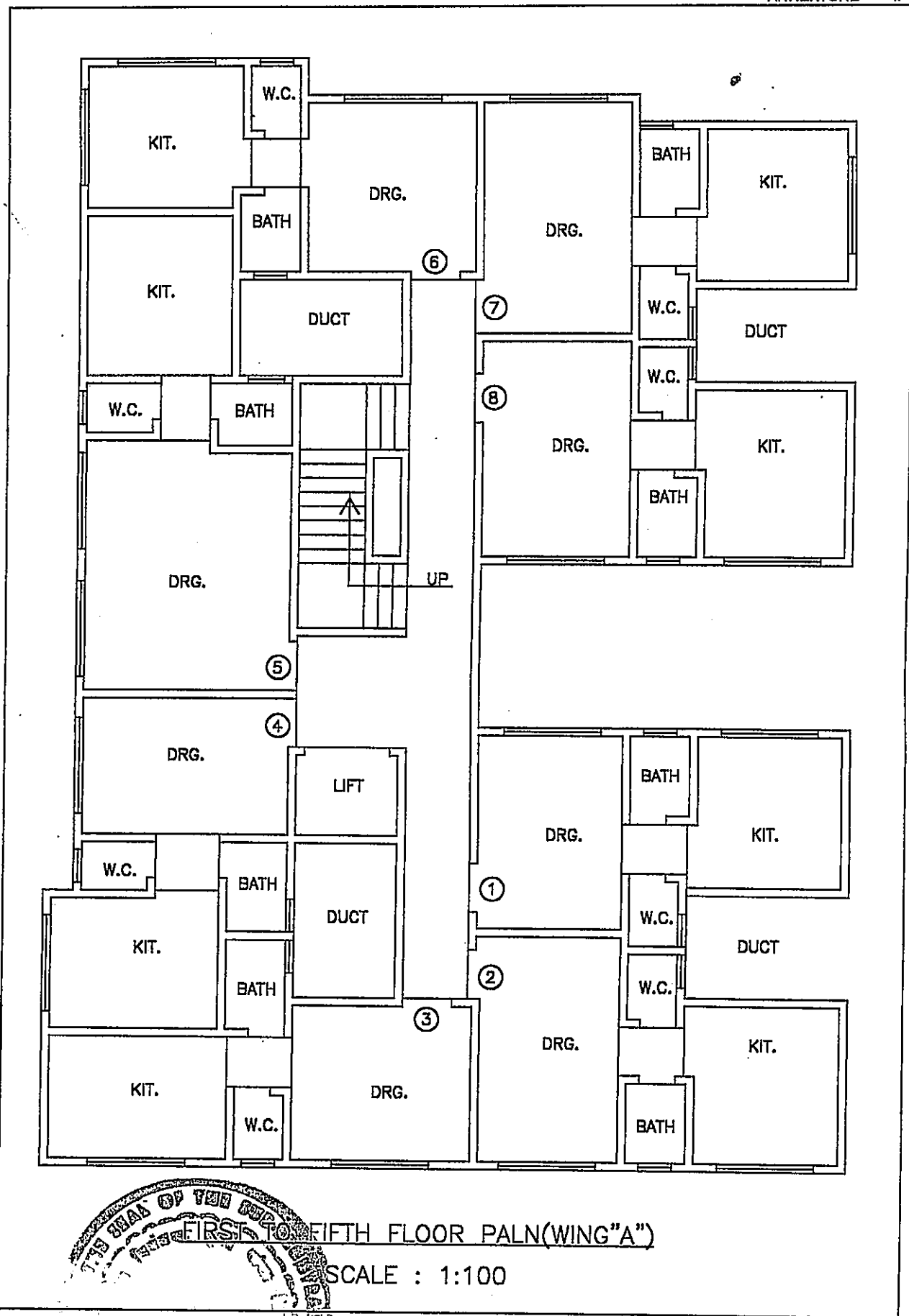
DHUS WADI ROAD

SITE PLAN

SCALE 1:250

N.J. CHAUDHARY & ASSOCIATES
29/C. KHOTACHI WADI, V.P. ROAD,
MUMBAI - 400 004

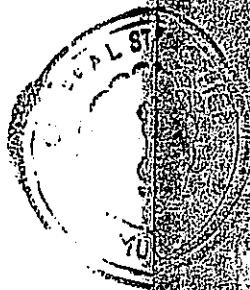




FIRST TO FIFTH FLOOR PALN(WING "A")

SCALE : 1:100

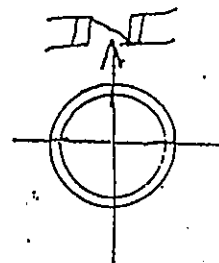
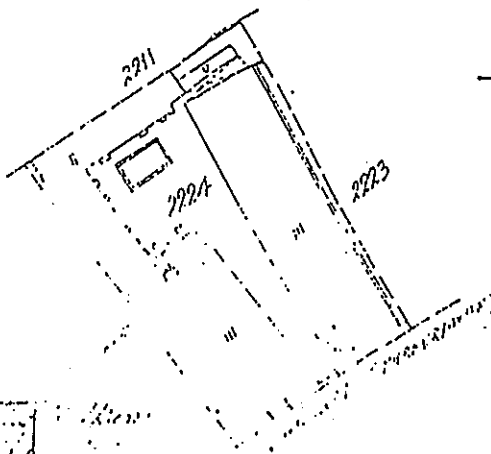
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TRUE EXTRACT

FROM
CADASTRAL SURVEY SHEET NO. 1223
FOURTH E.P. 1968 (0/10)

SHOWING
CADASTRAL SURVEY NO. 2224
OF
BHULESHWAR DIVISION
SCALE: 1 CM. = 5 METRES.

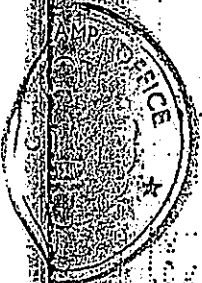


DATE OF THE ORIGINAL DAY OF: -
SCALE OF THE PLANS: - 60/1 -
DRAWN BY: - *Amayak* / 15/19/2001
CHECKED BY: - *[Signature]*
DATE: - 15/11/01
PAGE: - 1

ASST. SUPERINTENDENT SUPERINTENDENT
15/11/01



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TO THE DIRECTOR, NATIONAL INFORMATICS CENTRE,
 BLOCK 'A', PLOT NO. 1, SECTOR 10,
 ROHTAK, HARYANA.

FROM THE DIRECTOR, NATIONAL INFORMATICS CENTRE,
 BLOCK 'A', PLOT NO. 1, SECTOR 10,
 ROHTAK, HARYANA.

DATE: 20/08/2000

1. SUBJECT

FOR INFORMATION OF THE DIRECTOR, NATIONAL INFORMATICS CENTRE, ROHTAK, HARYANA, THAT THE NATIONAL INFORMATICS CENTRE, ROHTAK, HARYANA, IS CURRENTLY WORKING ON THE PROJECT OF DEVELOPMENT OF A SOFTWARE FOR THE AUTOMATIC GENERATION OF THE CERTIFICATE OF THE NATIONAL INFORMATICS CENTRE, ROHTAK, HARYANA.

2. DETAILS

THE NATIONAL INFORMATICS CENTRE, ROHTAK, HARYANA, IS CURRENTLY WORKING ON THE PROJECT OF DEVELOPMENT OF A SOFTWARE FOR THE AUTOMATIC GENERATION OF THE CERTIFICATE OF THE NATIONAL INFORMATICS CENTRE, ROHTAK, HARYANA.





(कृपया ध्यान दें) कृपया इस प्रश्नपत्र को ध्यानपूर्वक पढ़ें। इसमें प्रश्नों के उत्तर देने के लिए आपको 1 घंटे का समय दिया गया है।

1.2.8-81
संयोजक
एन आई सी, नई दिल्ली

प्रश्नपत्र में प्रश्नों के उत्तर देने के लिए आपको 1 घंटे का समय दिया गया है।

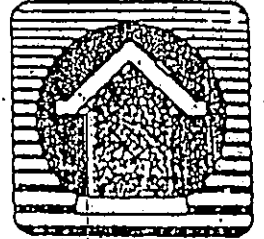


Handwritten registration number: 2000
Date: 12/12/81
Page: 1-2

गृहनिर्माण दुरुस्ती व पुनर्रचना मंडळ
(एकक)

BUILDING REPAIRS AND
CONSTRUCTION BOARD
(UNIT)

महाडा
MHADA



No./NOC/N-1077/3260/MBRRB/of 2001

Dated:- 18-10-2001

Sachin Mukund Natu
Proprietor owner Shri Narhari Vishnu Lanke,
Dhuswadi, Thakurdwar,
Mumbai - 400-002.

Sub :- Redevelopment of property at C.S. No. 2224 of Bhuleshwar Division,
bearing cess No. C-4374, 4375(A) & 4375 situated at 6,6A & 8,
Dhuswadi, "C" Ward, known as "Lanke Building" Mumbai -2.

Ref:- 1 EE C3-4 Div./MBRRB's letter No. EE/C3-4/3453 dated 13/09/2001.
2. Your Architect M/s N.J. Chaoudhary and Associates letter
dated 30/08/2001.

Sir,

With reference to the above subject matter and letter under reference "No Objection Certificate" is hereby granted for redevelopment of captioned property with FSI 2.5 or the FSI required for rehabilitation of existing occupiers plus 50% incentive FSI, whichever is higher, in accordance with the modified D.C. Regulation 33(7) and Appendix - III to this Regulation 33(7) sanctioned by the Govt. in Urban Development Department Mantralaya vide Notification published in Govt. Gazette dated 25th January 1999, subject to the following terms and conditions -

- 1) All the occupants of the old building shall be reaccommodated in the redeveloped building. Each occupant shall be rehabilitated and given the carpet area occupied by him for residential purpose in the old building subject to the minimum carpet area of 20.90 sq.mt. (225 sq.ft.) and/or maximum carpet area 70 sq.mt. (753 sq.ft.) as provided in the MH&AD Act, 1976. In case of non-residential occupier, the area to be given in the reconstructed building will be equivalent to the area occupied in the old building.

गृहनिर्माण मंडळ (एकक), मुंबई-४०० ०५१.
२०११-१५ ६४२६४११-१५ आयस इन



Griha Nirman Bhavan, Bandra (East), Mumbai - 400 051.
Phone : 6428331-35, 6426411-15 Telex : 1175629 AWAS IN
Post Box No. 8135

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- 2) You will have to pay an amount of Rs. 12,03,321/- towards the expenditure, incurred by the Board towards structural repairs/propping etc., in the office of Asst. Account Officer(South) within one month from the date issue of this NOC without fail. The expenditure incurred over and above Rs. 12,03,321/- if any will also have to be paid to the Board within one month from the date of intimation by this office
 - 3) The plans of the proposed building shall be submitted to MCGM within 6 (six) months from the date of issue of this NOC positively for its approval, failing which the NOC will stand cancelled.
 - 4) You will have to furnish the certificate from the concerned Officer of MCGM to the effect that the repair cess is paid up-to-date, before demanding part/full occupation certificate to the newly constructed building.
 - 5) During the period of reconstruction, you will have to provide temporary transit accommodation to the occupiers of old building. Such Transit Camps if constructed on the same plot should be demolished within one month from the date of Occupation Certificate granted by M.C.G.M. for the reconstructed building.
You shall pay the rent at the rate of Rs. 600/- per month for such tenants/occupants who might be staying in the Board's Transit Camp and at the rate of Rs. 1200/- p.m. if found staying in the Transit Camp of multistoried building at the time of issue of NOC, till they are re-housed in the newly reconstructed building.
 - 6) If you fail to start the redevelopment work within 12 months from the date of issue of NOC, the Board reserves the right to cancel the NOC.
 - 7) There is no surplus built up area required to be surrendered to the M B R&R. Board as per 3rd Schedule of MHAD Act-76, since FSI to be utilised will be more than 2.5
 - 8) The actual date of commencement of work and progress of redevelopment work should be communicated to this office and the office of the concerned Executive Engineer, C3-4 Division of Repair Wing every three months.
 - 9) The reconstruction of new building for the rehabilitation of old occupiers shall be completed within a period of 30 months from the date of issue of this NOC. In case



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you fail to do so, extension to the above time limit may be granted by Board depending on the merits of the case, on payment of an extension fee of Rs. 5000/- or an amount decided by Board.

- 10) It shall be your sole responsibility hence forth to carry out repairs to the old cessed buildings at your own cost and risk, whenever such repairs are deemed to be necessary as decided by the M.B.R. & R. Board.
- 11) NOC for Occupation Certificate for the free sale buildings will be given only after all the old occupants, including those who may be staying in the Board's transit camps, have been re-housed in the newly constructed building (s) and only after surrendering surplus built-up area as per 3rd Schedule of MFI&AD Act, 1976, if any.
- 12) If it is subsequently found that the documents/information submitted with your application for NOC are incorrect or forged, then this NOC will be cancelled and you will be held responsible for any further consequences.
- 13) The Board will not be responsible for certifying the correct area of non-cessed structures if any on the said property as certified by your licensed architect, as this does not fall within the purview of the Board.
- 14) Necessary trial pits/Trial bores at the captioned property shall be taken to ascertain the bearing capacity of the soil prior to commencement of foundation work of new building.

Yours faithfully,

sel
Chief Officer,
Mumbai Building Repairs
& Reconstruction Board.


Copy forwarded to the Executive Engineer, Building Proposals (City) Municipal 'E' Office, 10 Sankli Street, Byculla Mumbai- 400 008. Full occupation certificate for the free building will not be granted to the NOC holder under any circumstances till he rehous all occupants of old cessed buildings and surplus area if any is surrendered to Board. Further



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bearing capacity of the soil shall also be ascertained prior to issue of commencement certificate for the redevelopment work

Copy forwarded to the Asstt. Assessor & Collector, 'C' Ward, MCGM, Chandanwadi, Mumbai - 2. He is requested to recover the upto-date repair cess in respect of the captioned property from NOC holder.


Chief Officer/MBRRB.



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Office of the Additional Collector & C.A.

U.L.C., Brihanmumbai,

1st floor, Administrative Building Mumbai Suburban Dist., Govt. Colony, Bandra (East), Mumbai 400051

No. C/ULC/D, IV/22/ 6899

Date: 13/11/2001.

To:
Shri Narhari Vishnu Lanke,
C/o M/s N.J. Chaudhary & Associates,
29/1, Khotachi Wadi, Vithalbai Patel Road,

Sub: Permission for redevelopment of Property bearing
C.S.No. 2224 of Bhuleshwar Division in
Mumbai City.

Sir/Madam, Gentleman,

Please refer to your Architect's letter No. NII dated 1/11/2001 seeking permission for redevelopment of the above mentioned property:

B. At this stage, the land is non-vacant and within the meaning of the U.L.C. (C & R) Act, 1976; because it is built-up with two structures which containing two dwelling units. The calculation of plinth area, land appurtenant, additional land appurtenant show that the land is non-vacant to the extent of 800.11 sq.mt. (Eight Hundred & Point Eleven Sq.mt.) excluding area under road set back to the extent of 55.25 sq.mts.

Thus, the question of permission under section 22 of the U.L.C. Act, 1976, in your case can be considered only when the land becomes vacant after all the structures are demolished with the consent of the existing occupants / tenants of the premises and the proposed building has been constructed as per approved plans and is on the verge of completion. The order under Sec-22 with permission to retain the above land usually contains the following conditions:

1. The letter of intent, and permission under Sec.22 shall be subject to the applicant's producing proof regarding the title of ownership of the land, possession, area and use thereof. The GMMC should verify the same before issuing IOD/CC.
2. The permission is operative for redeveloping the property in accordance with the provision of D.C. Regulation in force.
3. The maximum size of the tenements should be 120 sq.mts. plinth area. If the size of the flats occupied by the owner/tenant in the property exceeds 120 sq.mts. then the landholder would be entitled to construct similar number of flats of an equivalent area in the new building subject to a maximum of 300 sq.mts. plinth area for each such flat.
4. Not more than one dwelling unit shall be sold allotted to one family.
5. Existing tenants/occupants shall be rehabilitated by you in the redevelopment scheme. You should submit the names and number of tenants/occupants of the structure, the area occupied by each of them, the alternative proposed by you and the agreement entered into with each of the tenants by you to this office, GMMC to ensure rehabilitation of existing tenants/occupants as per their rules.
6. Form no. VI prescribed in rule no. 12 u/s 22 of the Act, shall be filed within a period of three months from the demolition of the existing structures. Question of issuing regular order u/s 22 for the land falling vacant due to demolition of structures will be considered only after the existing structures are demolished, and proposed building has been constructed as per approved plans and is on the verge of completion.
7. The construction work of redevelopment shall be completed within the period of 3 years from the date of issue of this letter of intent.
8. The owner will not utilise the FSI of the structures, which are not demolished.



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This letter of intent is valid for the period of five years from the date of its issue and would be lapsed automatically, if work is not commenced within the specified period. As area admeasuring 800.11 sq.mt. (Eight Hundred & Point Eleven Sq.mt.) excluding area under road set back to the extent of 55.25 sq.mts. is non vacant land retainable by the land holder within the meaning of U.L. (C & R) Act, 1976.

10. That you have to obtain NOC for further C.C. above plinth level from this office by submitting all tenants agreements.

11. The above conditions will be binding on all the owners, their assignees, constituted attorney, developers and transferees.

12. Statement u/s 6 (1) of the Act filed by him, if any will be decided separately.

This letter of intent is also subject to your obtaining NOC Clearance permission from any other authorities viz. The Bombay Housing & Area Development Board, the Additional Collector, U.S.D. sub Divisional Officer, U.S.D. Additional Dist. Tax Collector, M.V.A. etc applicable in your case under the respective Acts or any other Act for the time being in force. This letter of Intent only clarifies for you that your land today is non vacant land to the extent of 800.11 sq.mt. (Eight Hundred & Point Eleven Sq.mt.) excluding area under road set back to the extent of 55.25 sq.mts. within the meaning of the U.L.C Act, 1976, and that the question of permission u/s.22 may arise only the land become vacant on account of demolition of the buildings and proposed building has been constructed as per approved plans and is on the verge of completion.

As per the power entrusted with me, I hereby allow the landholder to hold the vacant land for the redevelopment purpose after demolition of the existing structures till the validity of this order.

You may approach the GBMC with an undertaking that, all the above mentioned conditions are acceptable to you to get your redevelopment proposal approved. You should apply for permission u/s.22 of the Act, at the time mentioned in the condition No.6. above.

You may also note that you will be required to submit the progress of the rehabilitation of the existing tenants/occupants of the structures every six months.



Yours faithfully,

(Signature)

(S. R. Mahare)

Additional Collector & C.A.
U.L.C. Gr. Mumbai

- 1. The Dy. City Engineer (R.P.) B.N.T. Malipalka Marg, Fort, Mumbai 400001
- 2. The Dy. Engineer (R.P.) City, B.N.T. Byculla, Mumbai 8.

He is requested to inform this office after the existing structures have been demolished, to forward a copy of the undertaking furnished by the land owner/ developer concerned vide para F. above and a copy of UOD/C.C is granted.

Copy filed with statement u/s. s.6(D) bearing No. C-17 C-6(i) SR-XXIV-217 for information and record.



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in replying please quote No.
and date of this letter.

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

EEBPR/8476/C/AR of
No. E.B./CE/ BS/A of 200-200

Municipal Office,

Mumbai 11-2-2002

MEMORANDUM

Shri Sachin Mukund Natu,
Owner,
Gavdovi Maidan, Ram Maruti Cross Lane No.1,
Naupada, Thane.

With reference to your Notice letter No. 00509 dated 20.9.2001 and delivered on 20.9.2001 and the plans Sections Specifications and Description and further particulars and your building at 6/6A & C, Dhurwad, G.S. No. 2224 of Bhuleshwar, Div. I under your letter, dated 20.9.2001. I have to inform you that I cannot approve of the building proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of Mumbai Municipal Corporation Act as amended upto-date; my disapproval by thereof reasons:-

at page :

Deposit : Rs. 30,300/-

Cost for Debris removal : Rs. 10,000/-

of the C.A. to Owner : Shri Sachin Mukund Natu,
Gavdovi Maidan,
Ram Maruti Cross Lane No.1,
Naupada, Thane.

of the Architect : M/s. N.J. Choudhary & Associates,
29/C, Khotachi Wadi, V.P. Road,
Mumbai-400 004.

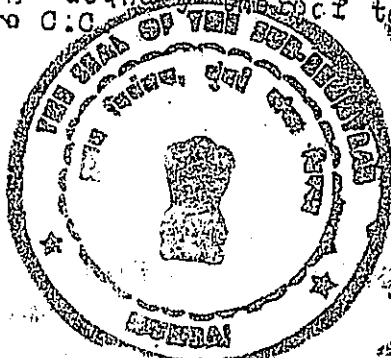
THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE COMMENCEMENT
OF THE WORK UPTO PLINTH LEVEL.

That the Commencement Certificate under Section 44/69(1)(A) of the
M.R. & T.P. Act will not be obtained before starting the proposed work.

That the compound wall is not constructed on all sides of the plot
clear of the road widening line with foundation below 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. 39(27).

That the Structural Engineer will not be appointed. Supervision memo
as per Appendix XI (Regulation 5(3)(IX)) will not be submitted by him.

That the structural design and calculations for the proposed work
accounting for seismic analysis as per relevant I.S. Code and for existing
building showing adequacy of the fact to take up additional load will not be
submitted before C.O.



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That the regular/sanctioned/proposed lines and reservation will not be got demarcated at site through A.B. (Survey)/B.E. (T&C)/S.E. (D.P.)/D.I.L.R. before applying for C.C.

That the Registered Undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward Officer before demanding C.C. and that the ownership of the setback land will not be transferred in the name of M.C.G.M. before C.C.

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

8) 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.

9) That the qualified/Registered Site Supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.

10) That extra water and sewerage charges will not be paid to A.B.W.W. 'C' Ward before C.C.

11) That the premium/deposits as follows will not be paid :-

1) Development charges as per M.R. & T.P. (Amendment) Act, 1992. As per the prevailing land rate.

ii) Balcony Enclosure fees.

12) That the registered undertaking for forming Registered Co.Op.Housing Society will not be submitted before C.C.

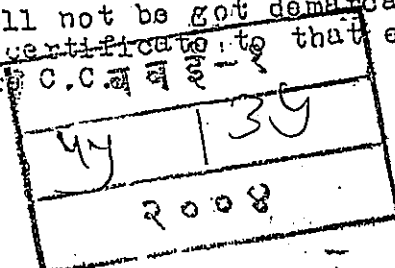
13) That the No Action Pending Certificate/N.O.C. from concerned Ward Office in case of structure to be retained/ repaired will not be submitted before C.C.

14) That the owners shall not submit registered Undertaking stating that they shall allot the tenements to the existing tenants in newly constructed building on ownership basis in Co-occupation permission. Housing Society to be formed of them and allotment of tenements etc. shall be completed in consultation with M.B.R&H. Board Authority and their clearance obtained before demanding occupation permission.

15) That the registered undertaking for compliance of terms and conditions for the M.B.R&H. Board's revised final N.O.C. on Rs.20/- stamp papers shall not be submitted.

16) That the servant toilet shall not be included in the individual agreement for sale and specimen copy of the same shall not be submitted to this office before demanding occupation permission.

17) That the plot boundaries shall not be got demarcated at site through A.B. (Survey) and certificate to that effect shall not be submitted before C.C.

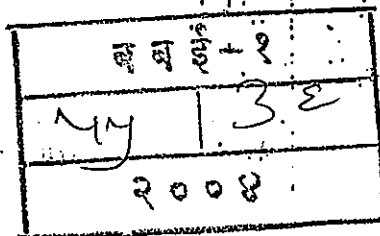


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- 5) That the dust bin will not be provided as per C.B.'s circular No. Cs/9297/II of 26.6.1978.
- 6) That the surface drainage arrangement will not be made in consultation with E.S. (S.V.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/ B.C.C.
- 7) That 10'-0" wide paved pathway upto staircase will not be provided.
- 8) 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 building or submitting the B.C.C. whichever is earlier.
- 9) That final N.O.C. from M.B.M&K. Board based on last approved plan for occupation shall not be submitted.
- 10) That the name plate/board showing plot No., House No., Name of building etc. will not be displayed at a prominent place before O.C./C.C.
- 11) That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
- 12) That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for O.C.
- 13) That the N.O.C. from Inspector of Lift shall not be submitted.

D) BEFORE B.C.C.

- 1) That certificate under Section 270A of B.M.C. Act will not be obtained from H.E.'s Department regarding adequacy of water supply.
- 2) Repairs to underground drainage system upto sewer trap chambers shall not be got approved and carried out under the supervision of the Licensed Plumber and his certificate produced before submitting the completion certificate and N.O.C. to that effect from A.S. (Maint.) Ward.



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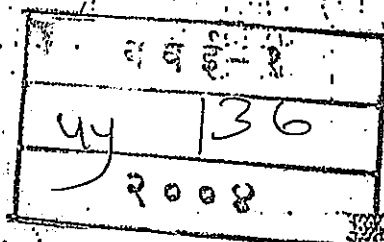
- 18) That the final N.O.C. issued by M.E.A.D. shall not be got back revalidated upto date.
- 19) That the tax clearance certificate shall not be submitted.
- 20) That the advance payment of Insecticide Treatment shall not be paid to Pest Control Office, 101 Ward before obtaining C.C.
- 21) That the Owner's consent with relative documents regarding ownership or authority under Section 499 of B.M.C. Act shall not be submitted.
- 22) That the Indemnity Bond indemnifying the M.C.G.M. for litigation arising out of ownership/tenancy shall not be submitted.
- 23) That the N.O.C. from U.E.S.T. regarding sub-station shall not be submitted.

B) BEFORE FURTHER C.C. :

- 1) That the drainage layout shall not be got approved from this office.
- 2) That the elevation treatment, if any, shall not be got approved.

C) BEFORE O.C. :

- 1) That the separate vertical drain pipe, soil pipe with a separate gully trap water main, O.H. Tank, etc. for maternity Home/Nursing Home, use will not be provided and that the drainage system of the residential part of the building will not be provided and that the drainage system or the residential part of the building will not be affected.
- 2) That the drainage completion certificate shall not be obtained from this office and/or from E.U.S.P./S.O. before demanding occupation permission.
- 3) That the some of drains will not be laid internally with G.I. pipes.
- 4) That the allotment of tenements etc. shall be completed in consultations with M.B.&R. Board Authority and their clearance obtained before demanding occupation permission.



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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements but not otherwise you will be at liberty to proceed with the said building or work at anytime before the day of 200 .. but not so as to contravene any of the provision of the said Act, 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.

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 Mumbai Municipal Corporation Act, as amended, the Municipal Commissioner Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and powers conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.
- (3) Under Byelaw, No. 8 of the Commissioner has fixed the following levels:-

- Every person who shall erect as new domestic building shall cause the same to be built so that every part of the building shall be:-
 - (a) Not less than, 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which 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 building.
 - (c) Not less than 92 ft. (.....) meters above Town Hall Datum.

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

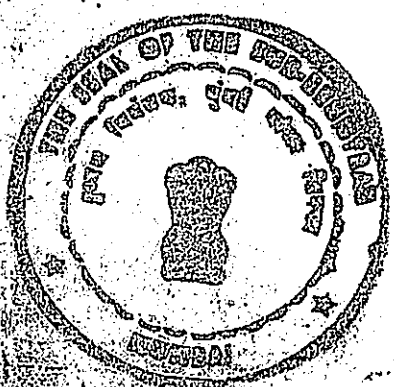
Your attention is further drawn to the provision of Section 353-A about the necessity of submitting occupation tax return with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to issue necessary permission for occupation and to levy penalty for non-compliance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

The proposed date of commencement of work should be communicated as per requirements of Section 471 of the Mumbai Municipal Act.

A true and correct copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

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

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



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Notes :

That the Janata Insurance Policy or policy to cover the compensation/claims arising out of Workmen's Compensation Act, 1923 will be taken out before starting the work and also will be renewed during the construction.

That the floorwise progress report shall be submitted fortnightly.

Executive Engineer
Building Proposals (City) III.

No.

Copy to :- 1) M/s. N.J. Jhondhary & Associates, Architects.

2) Asstt. Commissioner, 'C' Ward.

3) A.E.W.W. 'C' Ward.

4) S.E. (Jorvoy).

5) A.A. & C. 'C' Ward. - You are requested to examine the case after the works are completed and to enhance the property taxes as per rules.

Executive Engineer
Building Proposals (City) III.



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Ex: Eng. Bldg. Porposal (City)
'E' Ward Municipal Offices, 3rd Floor,
10' S.K. Hafizuddin Marg, Byculla,

Rota : 5000 (Gen-983:21.4.99)DyChE(BP)c-1

MUNICIPAL CORPORATION OF GREATER MUMBAI

Mumbai - 400 008.

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

NO. EEBPC/ 8476/ C 1A

of 12/14/2002

COMMENCEMENT CERTIFICATE

To,

Shri Sachin Mukund Naty

C.A. to owner,

Gandevi Maidan, Ram Maruti X Lane No 1

Naupada, Thane.

With reference to your application No. _____ dated 11/4/2002

for Development Permission and grant of Commencement Certificate under Section 44 and 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development for Proposed redevelopment of Bldg at 6, 6A, 8 Dhuswadi

and building permission under Section 346 of the Bombay Municipal Corporation Act, 1888, to erect a building in Building No. _____ on Plot No./C.S.No./C.T.S. No. 2224 - Bhu resh ward m. situated at Road/Street Dhuswadi Ward C' 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/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 Mumbai, if:-
 - a) The development work in respect of which permission is granted under this Certificate is not carried out or the use thereof is not in accordance with the sanction 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 for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresenting 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 Sec.43 & 45 of the Maharashtra Regional and Town Planning Act, 1966.



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- 7) The conditions of this Certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successor and every person deriving title through or under him.
- 8) The Municipal Commissioner has appointed Shri N. R. Khanolkar Assistant Engineer, to exercise his powers and functions of the Planning Authority under Section 44 of the said Act.
- 9) This C.C. is issued upto plinth level for wing A. This Commencement Certificate is valid upto 11/4/2003

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

ABRASH 12/4/02
Assistant Engineer

Building Proposal (City)(R&R) II

For MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

GC/ND 8476/C/A dt 8/9/2002 in plan at p 489.
c.c. of rehab bldg marked ABCD is
extended upto 4th floor

ABRASH 8/9/02
A.E.B.P.-II

EEBPC / 8476 / C / A - DT 07/11/2003

This c.c. is further extended for full work of wing A of rehab Bldg.

ABRASH 7/10/03
A.E.B.P.C. II



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