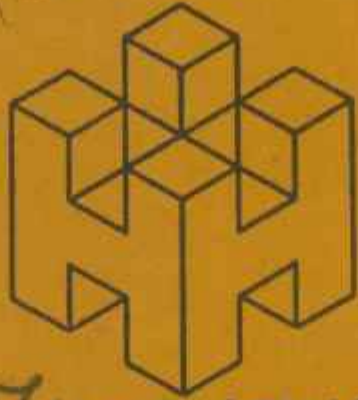


2119-286  
642



B-1001/A FLORENTINE

# AGREEMENT FOR SALE

## HIRANANDANI GARDENS

A HIRANANDANI CONSTRUCTIONS PROJECT

10Rs.



खिडकी नं. 15

क्रमांक

130

प्रधान मुद्रांक कार्यालय, मुंबई

दिनांक

21/02/1996

सर्वधी प्रो चीनवा

.....

.....

मुद्रांक विक्रेता

DEED OF CONFIRMATION

THIS DEED OF CONFIRMATION made at Bombay this 15th day of February, 1996, BETWEEN M/S. HIRANANDANI ASSOCIATES, a Partnership Firm, registered under the Indian Partnership Act 1932/a company incorporated under the Companies Act, 1956, and having its registered office at 514, Dalamal Tower, Nariman Point, Bombay - 400 021 hereinafter called "THE DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include a partner or partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and assigns, and in

Handwritten initials 'H/K' and 'H/K' on the left margin.





DEED OF COMPLETION  
: 2 :

case of Incorporated Company, its successors in title)  
of the One Part AND Mr. Hakimuddin K. Hussain &  
Mrs. Zainabai Hakimuddin Indian Inhabitant hereinafter  
called "THE PURCHASERS" (which expression shall unless  
it be repugnant to the context or meaning thereof be  
deemed to mean and include, his/her heirs, executors,  
administrators and assigns) of the Other Part.

WHEREAS by an agreement for sale dated 07.11.92  
hereinafter referred to as 'the said agreement' made  
between the Developers of the one part and the  
Purchasers of the other part, the Purchasers agreed to

14/  
Hakim

10Rs.



खिडकी नं. 15

क्रमांक

138

महानगर मुद्रांक कार्यालय, मुंबई

दिनांक

सर्वधी पी पी नं. Zainab Halksdetr

FEB 1996

पंचा. न्यायचर मुद्रांक

रु.-----

मुद्रांक विक्रेता

: 3 :

purchase and the Developers agreed to sell on ownership basis Flat No.B-1001-A having built up area of 695 sq.ft. on the 10th floor of the building "FLORENTINE", situated on the piece or parcel of land or ground lying and being at Village Powai Taluka Kurla Bombay Suburban District and more particularly described in the Schedule hereunder written for a total consideration of Rs.5,21,250/- and on the terms and conditions mentioned therein.

Halksdetr

AND WHEREAS, due to inadvertence, the said agreement remained to be lodged for registration with the Sub-

Halksdetr





: 4 :

Registrar of Assurances, at Bombay, within the time prescribed under the provisions of the Registration Act, 1908.

AND WHEREAS, the Parties have now agreed to lodge the said agreement for registration with the Sub-Registrar of Assurances at Bombay, and admit execution thereof, and ratify and confirm their respective execution of the same.

H  
H/9/12

NOW THIS INDENTURE WITNESSETH that in pursuance of the agreement and in consideration of the premises as aforesaid, the Developers and the Purchaser do and each

of them doth hereby ratify and confirm the said agreement, a copy of which is annexed hereto as Ex. 'A' AND TO THE END AND INTENT that the said agreement shall continue in full force and operative and take effect and be binding upon the Parties hereto and thereto in the same manner and in all respects as if the same had been duly registered under the provisions of Registration Act, 1908.

*H*  
*Hakim*

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

THE SCHEDULE ABOVE REFERRED TO :

All those pieces or parcels of lands or ground situate, lying and being in Village Powai in the Registration District and Sub-District of Bombay City and Bombay Suburban and bearing CTS Nos. 4, 5, 6, 7, 8, 9, 10, 11, 16, 17 and 19 (all parts) of Village Powai.

*H*  
*Hakim*

SIGNED AND DELIVERED )  
by the withinnamed Developers )  
HIRANANDANI ASSOCIATES )  
in the presence of *Ards* )

For HIRANANDANI ASSOCIATES  
*K.N.H.*  
PARTNER.

SIGNED AND DELIVERED )  
by the withinnamed Purchasers )  
Mr. Hakimuddin K. Hussain & )  
Mrs. Zainabai Hakimuddin )  
in the presence of )

*Hakim*  
*Hakim*

*CONSTATION ASIA RAVAY*  
*OF MRS. ZAINABAI*  
*HAKIMUDDIN*

of these both - being early and within the said  
movement, a copy of which is annexed hereto as No. 10.  
and to the end that the said movement shall  
continue in full force and operative and take effect  
and be binding upon the parties hereto and their heirs  
the same manner and in all respects as if the same had  
been duly registered under the provisions of  
Registration Act, 1908.

IN WITNESS WHEREOF, the parties hereto have  
executed and subscribed their respective hands, the  
day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO :

those pieces or parcels of lands or ground situate,  
and being in Village No. 1 in the Registration  
District and Sub-District of Bombay City and Bombay  
Suburban and bearing G/S Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11,  
12, 13 and 14 (all parts) of Village No. 1.



STAMPED AND DELIVERED  
by the undersigned developers  
HIRANANDANI ASSOCIATES  
in the presence of  
WITNESSES  
STAMPED AND DELIVERED  
by the undersigned purchasers  
Mr. Hakimuddin K. Hussain &  
Mrs. Zainabai Hakimuddin  
in the presence of



अनुक्रम नंबर ३३११  
 सन १९९९ एका ... २२ प्रारंभ ... ३ ...  
 राज्याच्या दरम्यान सह-दुय्यम निबंधक, ३ बांध्या कार्यालयात हजर करा.

शालीलप्रमाणे ची विस्तारी	
नोडणी	१
घरे	६१०००=००
नलकाद	२=००
फोलियो.	१=००
बनवात	१२=००
फार्मिंग	३५=००
टपाल	
<b>एकूण</b>	<b>६१०००=००</b>

*H.K.K.*

सह दुय्यम निबंधक कुर्ला  
 मुंबई उपनगर जिल्हा

सह दुय्यम निबंधक कुर्ला  
 मुंबई उपनगर जिल्हा

श्री इस्माईल के इशेज वम नुर्ण ३५  
 व्यापार-शाखार-०० इस्माईल पाठनाकर  
 १ नं २० नुर्ण ३३ रोड- वापराचार  
 इशे मंडीर कम नं १० मांडी मुंबई ३  
 इशेज वम नुर्ण ३५ इशेज वम नुर्ण ३५  
 इशे वम नुर्ण ३५  
 ..... इशेज वम नुर्ण ३५  
 तथाकथित श्री इशेज वम नुर्ण ३५  
 करून दिल्याचे कबूल करतात.

*H.K.K.*

① श्री इस्माईल इशेज वम नुर्ण ३५  
 व्यापार-शाखार-०० इस्माईल पाठनाकर  
 १ नं २० नुर्ण ३३ रोड मांडी  
 मुंबई ३

② श्री मुजगा मंडी इशेज वम नुर्ण ३५  
 व्यापार-शाखार-०० इशेज वम नुर्ण ३५

इशेज वम नुर्ण ३५  
 इशेज वम नुर्ण ३५  
 इशेज वम नुर्ण ३५

① Ismail R.  
 ②

इशेज वम नुर्ण ३५ सह दुय्यम निबंधक कुर्ला  
 मुंबई उपनगर जिल्हा



श्री. जे. बी. मेंडन, वय ३५ वर्षे नोकरी  
रा. बी-३०३, शिवशक्ती कॉम्प्लेक्स, एस. विह.  
रोड, वडिवर (मुंबई), मुंबई-४०० ०६८.  
हे मॅट्रिकुलेशन असोसिएट तर्फे  
भागीदार/सहायक ~~डिप्युटी~~ डिप्युटी  
तर्फे मुलाखत करून क-३०६८-मन्ववे  
पासपोर्ट क्र. ३९८८१७ दिव्याची तादीख १५/११/९९  
अंतिम तादीख १५/११/९९ मुंबई पासून.

*[Handwritten Signature]*

दि. २३/२९९ सह दुय्यम निबंधक कुर्ली  
मुंबई उपनगर जिल्हा



ANNEXURE NOT REGISTERED

दि. ३/२६/९९  
मुलाखत करून क-३०६८-मन्ववे  
पासपोर्ट क्र. ३९८८१७ दिव्याची तादीख १५/११/९९  
*[Handwritten Signature]*



११/१/२००० सह दुय्यम निबंधक कुर्ली  
मुंबई उपनगर जिल्हा

*[Handwritten Signature]* ११/१/२०००



10 Rs.



9) Receipt No. 21 Date 24.5.95 No. 2631/INSIV/1302  
GENERAL STAMP DEPT. BOMBAY  
11/5/95  
1600  
23 JUL 1992  
ADVOCATE HIGH COURT, BOMBAY

RECEIVED From Hakimuddin K. Hussein  
Duty Rs. 23210 - Twenty three thousand two hundred twenty only  
CERTIFIED under Sec. 41 of the Bombay Stamp Act, 1958, that the proper stamp duty Rs. 23210 (Twenty three thousand two hundred twenty only) has been paid in respect of the instrument.  
25(d)

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Bombay this 7<sup>th</sup> day of November in the Christian Year one thousand nine hundred and ninety Two BETWEEN M/S. Hiranandani Associates

a Partnership Firm registered under the Indian Partnership Act, 1932 / a company registered under the Companies Act, 1956 having its office at 514, Dalamal Towers, Nariman Point, Bombay 400 021 hereinafter called the "PROMOTER" (which expression shall unless it be repugnant to the context or the meaning thereof mean and include, in the case of the firm the partner or partners for the time being of the said firm, the survivor or survivors of them and the respective heirs, executors administrators of such survivor and his/her or their assigns and in the case of company its successors and assigns) of the ONE PART AND MR/MRS/MISS/M/S. Mr. Hakimuddin K. Hussain Mrs. Zainabai Hakimuddin of Bombay

Indian Inhabitant/s hereinafter called the "PURCHASER/S" (which expression shall unless it be repugnant to the context or the meaning thereof mean and include his/her/their respective heirs, executors, administrators and permitted assigns) of the OTHER PART.

WHEREAS (1) LAJPATRAI M. VARMA (2) RAMNIKLAL L. DHARIA (3) KIRTANLAL M. DHARIA and (4) NATWARLAL M. KADAKIA carrying on business in the firm name and style of M/S. N. LAJPATRAI DHARIA & CO. (hereinafter referred to as "the said Owners") were seized and possessed of or otherwise well and sufficiently entitled to pieces or parcels of lands or ground situate lying and being at Village Powai Taluka Kurla in the Registration District and Sub-District of Bombay City and Bombay Suburban near I.I.T. Powai



and more particularly described Firstly in the First Schedule hereunder written, (hereinafter referred to as "the said larger lands").

AND WHEREAS by an Agreement for Development-cum-Sale dated 15th December, 1983 and made between the said Owners of the One Part and M/s. LAKEVIEW DEVELOPERS (hereinafter referred to as "the Original Promoters") of the Other Part the said Owners agreed to sell and the Original Promoter agreed to purchase portion of the said larger lands admeasuring 2,50,000 sq.yds. equivalent to 2,09,025 sq.mtrs. or thereabouts for the consideration and on the terms and conditions therein contained.

AND WHEREAS the said larger lands were subject to Reservation under the Bombay Metropolitan Region development Authority under B.M.R.D.A. Act, 1974 (hereinafter referred to as "the said Authority") for Powai Area Development Scheme as provided by the Development Plan of the City of Bombay.

AND WHEREAS pursuant to the said Agreement for Development-cum-sale dated 15th December, 1983 the said Owners executed Powers of Attorney in favour of Partner of the Original Promoter on 15th day of December 1983 interalia authorising the Original Promoter to do and carry out various acts, deeds, matters and things for and on behalf of the said Owners as contained therein.

AND WHEREAS the said Agreement for Development-cum-sale dated 15th December, 1983 was subject to the Joint Survey of the portion of the said larger lands and subject to retention of certain areas by the said Owners as contained therein.

AND WHEREAS upon the Joint Survey and upon the further Agreement, the portion as set out in the original Agreement for Development-cum-sale dated 15th December, 1983 was varied and increased to 4,06,000 Sq. Yds. equivalent to 3,34,454.14 Sq.Mts. of the said larger lands subject to retention of 35,890 Sq.Yds. equivalent to 30,007 Sq.Mts. or thereabouts by the said Owners on the terms and conditions further agreed between the parties and recorded by a Supplement Agreement dated 12th June 1985 and made between the said Owners and the Original Promoter in a letter Form.

AND WHEREAS subsequently it was also agreed between the said Owners and the Original Promoter by Agreement dated 31st December, 1985 that instead of retaining 35,890 Sq.Yds., i.e. 30,007 Sq.Mts. the Owners will retain 17,601.53 Sq.Yds. equivalent to 14,717 Sq.Mts. or thereabouts from the said larger lands and other terms as contained therein.

AND WHEREAS pursuant to the said Agreement for Development-cum-sale dated 15th December 1983 and Supplement Agreement dated 12th June, 1985 the said Owners have placed the Original Promoter in possession of the portion of the said larger lands with right to deal with develop and dispose of the same.



AND WHEREAS by a Tripartite Agreement dated 19th November, 1986 and made between the Governor of Maharashtra of the First Part B.M.R.D.A. of the Second Part and Harishchandra Chandrabhan Sharma and others of the Third Part the State Government agreed to dispose of interalia portion described secondly in the first schedule hereunder written and forming part of the larger property in favour of the said Owners.

AND WHEREAS pursuant to the Agreement between the State of Maharashtra and B.M.R.D.A. and the said Owners, an Agreement to Lease was executed at Bombay on 19th November 1986 by the B.M.-R.D.A. in favour of the said Owners therein described as Licensees and pursuant to the Owners having conceded and/or handed over interalia the said portion of the said larger lands to B.M.R.D.A. under the said Scheme as a result of acquisition under the B.M.R.D.A. Act, 1974, the B.M.R.D.A. agreed to grant a Lease for a period of eighty years with effect from 19th November, 1986 on the terms and conditions therein contained.

AND WHEREAS accordingly the Original Promoter is entitled to right to develop the said portion more particularly described Secondly in the First Schedule hereunder written.

AND WHEREAS I.O.D. and Works Commencement Certificate have been issued by the Bombay Municipal corporation of Greater Bombay to the Original Promoter and the Original Promoter has commenced development of the said portion more particularly described Secondly in the First Schedule hereunder written.

AND WHEREAS the title of the said Owners and/or B.M.R.D.A. is certified by M/s. Parimal K. Shroff & Co. Advocates as per their certificate of title a copy of which is annexed hereto and marked with letter 'A'

"A"

AND WHEREAS the said portion stands in the Revenue Records and Municipal records in the name of the said Owners and copy of the 7/12 extracts showing the names of the said Owners is annexed hereto and marked with letter 'B'

"B"

AND WHEREAS the Original Promoter is entitled to sell or allot Flat/Shop/Garage/Car parking Space/area covered under stilt/other premises in the proposed building to be constructed on the said portion in the name of 'HIRANANDANI GARDENS' as sanctioned under the I.O.D. issued by the Executive Engineer, (Eastern Suburbs) and Works Commencement Certificate copies of which are annexed hereto and marked with letter 'C' COLLECTIVELY.

"C"

AND WHEREAS by an Agreement for Assignment dated 16/17/18/19/21 day of December 1992 the said Original Promoter agreed to assign and transfer the benefit of development right in respect of portion of the said portion with proportionate ground area and benefit of the proposed plans then expected to be sanctioned to the promoter herein for the consideration and on the terms and conditions therein contained.

*Handwritten initials and marks:*  
 [Signature]  
 flk  
 Z P



AND WHEREAS the said Building plans for the Building to be constructed on the portion of the said portion more particularly described Thirdly in the First Schedule hereunder written have been since sanctioned. (hereinafter referred to as "the said building") and the said building is interconnected with/without common partition wall with other building or buildings under development by Original Promoter and/or their nominee or nominees as the case may be.

AND WHEREAS the right of the Promoters is restricted to development of the said Building being the interconnected building with/without common partition wall with the other buildings and more particularly described Thirdly in the First Schedule hereunder written.

AND WHEREAS the Promoter is liable to pay and/or contribute the prorata Development costs and all other benefits in respect of the said lay out and rights of the Promoter are restricted to the plinth area and/or land married to the plinth area alone and the total F.S.I. available to the Promoter has no corresponding effect on the ground area of the said portion more particularly described Thirdly in the First Schedule hereunder written.

AND WHEREAS the Promoter has agreed to sell and the purchaser/s has/have agreed to purchase Flat/terrace Flat/shop/Garage/Terrace/~~Stilt Area/Basement/Other premises~~ No. B-1001/A on the 10<sup>th</sup> floor of "B" Wing of Building "Florentine", situate at "HIRANANDANI GARDENS" (hereinafter referred to as "the said premises") for the consideration and on the terms and conditions hereinafter appearing.

AND WHEREAS the parties hereto are desirous of recording the terms and conditions agreed between them as hereinafter appearing.

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

1. The Promoter is developing the said portion situate lying and being at Village Powai, Taluka Kurla in the Registration District and Sub-district of Bombay City and Bombay Suburban more particularly described Thirdly in the First Schedule hereunder written (hereinafter referred to as "the said property") as Sub-Developer and/or Assignee and/or Sub Licensee under the said Agreement for Development-cum-sale dated 15th December, 1983 and under the Tripartite Agreement dated 19th November, 1986 and made between the Government of Maharashtra of the First part, B.M.R.D.A. of the Second part and inter alia the said Owners of the Third Part on the terms and conditions therein contained.

2. The Promoter has agreed to sell and the Purchaser/s has/have agreed to purchase the said premises in the said property admeasuring 695 sq. ft. metres (Carpet area which is inclusive of the area of balconies) for the price



of  
HK  
ZP

of  
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ZP  
Built  
up



of Rs. 5,21,250/- (Rupees Five Lakhs Twenty One Thousand Two Hundred <sup>50</sup> only) (including Rs. Nil being the proportionate price of the common area and facilities appurtenant to the said premises as shown on the typical floor plan annexed hereto) to be paid by the Purchaser/s to the Promoter in the following manner : As per allotment letter dtd. 6/4/92

- (a) Rs. 50,000 /- earnest amount
- (b) Rs. 43,950 /- on or before 28<sup>th</sup> November '92
- (c) Rs. - /- on completion of plinth
- (d) Rs. 22,000 /- on completion of 1st slab
- (e) Rs. 22,000 /- on completion of 2nd slab
- (f) Rs. 22,000 /- on completion of 3rd slab
- (g) Rs. 22,000 /- on completion of 4th slab
- (h) Rs. 22,000 /- on completion of 5th slab
- (i) Rs. 22,000 /- on completion of 6th slab
- (j) Rs. 22,000 /- on completion of 7th slab
- (k) Rs. 22,000 /- on completion of 8th slab
- (l) Rs. 22,000 /- on completion of 9th slab
- (m) Rs. 22,000 /- on completion of 10th slab
- (n) Rs. 22,000 /- on completion of 11th slab
- (o) Rs. 22,000 /- on completion of 12th slab
- (p) Rs. 22,000 /- on completion of 13th slab
- (q) Rs. 22,000 /- on completion of 14th slab
- (r) Rs. 22,000 /- on completion of 15th slab
- (s) Rs. 22,000 /- on completion of 16th slab
- (t) Rs. 22,000 /- on completion of 17th slab
- (u) Rs. 22,000 /- on completion of 18th slab
- (v) Rs. 22,000 /- on completion of 19th slab
- (w) Rs.            /- on completion of 20th slab
- (x) Rs.            /- on completion of 21st slab
- (y) Rs.            /- on completion of 22nd slab
- (z) Rs. 10,000 /- on possession being offered
- Rs. 5,21,250 /- Total

*[Signature]*  
HK  
ZP

*[Signature]*  
HK  
ZP

*[Signature]*  
HK  
ZP

On possession of the said premises being offered by the Promoter to the Purchaser/s as licensee pending execution of Deed of Lease or Assignment in favour of registered Co-operative Society, Limited Company or Condominium of Agreements and upon execution of such



Lease and/or Deed of Assignment such personal licence to enter upon and enjoy the said premises in favour of the Purchaser/s shall automatically become absolute possession of the Purchasers. The Purchaser/s shall pay the amounts as aforesaid on the due dates without fail and without any delay or default as time in respect of the said payments is of the essence of the contract. The Promoter will forward to the Purchaser/s intimation of the Promoter having carried out the aforesaid work at the address given by the Purchaser under this Agreement and the purchaser will be bound to pay the amount of instalments within eight days of promoter despatching such intimation under Certificate of Posting at the address of the Purchaser/s as given in these presents.

3. It is expressly agreed that the Purchaser shall be entitled to the common areas and facilities appurtenant with the said premises and the nature, extent and description of such common areas and facilities and percentage of undivided interest which the Purchaser will enjoy in the common areas and facilities appurtenant to the said premises agreed to be sold is set out in the Second Schedule hereunder written.

4. The Purchaser declare and confirm that he/she/they is/are aware that the right of the Promoters are restricted to the said Building and the ground area married to the plinth of the said building as set out thirdly in the First Schedule hereunder written and the said building is inter connected building along with other buildings under development by the said Original Promoter and the total F.S.I. under development by the Promoter have nothing to do with the ground area and the same are not in proportion to each other and neither the Promoters nor the Purchaser shall be entitled to claim any further or other right to the area other than the ground area and the plinth area and/or the land married to the plinth area and more particularly described in the Third Schedule hereunder written.

5. The Purchaser doth hereby confirm that all the obligations of the Promoters under the Agreement with Original Promoters as to bear and pay development charges and all other costs, charges and expenses including charges for lay out conditions and fulfillment thereof shall be borne and paid by the Purchaser along with the other prospective purchasers of premises in the said building under construction and development by the Promoters and more particularly described in the First Schedule hereunder written and the promoter shall not be responsible or liable in that behalf.

6. The Purchaser doth hereby further declare and confirm that he/she/they shall have no right, title, interest, claim or demand to the other interconnected or adjacent building or buildings to the said Building in question and shall not object or dispute the right to rest connected or supported the adjoining wing or wings of the other building or buildings as shown on the plan annexed hereto or as may be amended or modified time to time by the said Original Promoters with the said building or their nominees and the right of the purchaser is restricted to the said building and the said premises as set out herein.



7. It is expressly agreed that the Purchaser/s shall be entitled to the limited common areas and facilities along with the said premises and the extent, nature and description of such limited common areas and facilities and the percentage of undivided interest, which the purchaser will enjoy in the limited common areas and facilities appurtenant to the said premises agreed to be sold is set out in the Third Schedule hereunder written.

8. It is expressly agreed between the Promoter and the Purchaser/s that the said premises shall be utilised for residential/commercial shopping purposes and garages/car parking spaces/area covered under the still shall be used only for parking vehicles pertaining to the Purchaser and for no other purpose or purposes whatsoever. The Purchaser agrees not to change the user of the said premises without prior consent in writing of the Promoter which the Purchaser will be entitled to if he/she/they desire and any unauthorised change of user by the Purchaser shall render this Agreement voidable and the Purchaser in that event shall not be entitled to any right arising out of this Agreement.

9. The Promoter has obtained a Certificate of Title of the said Owner/s and/or the said B.M.R.D.A. to the said property more particularly described in the First Schedule hereunder written from M/s. Parimal K. Shroff & Co., Advocates and Solicitors, a copy of the said Certificate is annexed hereto and marked with letter 'A'. The Purchaser confirms having inspected the original title certificate and the Purchasers further confirm/s that the copy annexed hereto is the true copy of the original Certificate inspected by the Purchaser/s. The Purchaser/s accept/s the said Title Certificate and the Purchaser/s agree/s not to raise any further or other requisitions or objections to the Title of the said Owners and/or the said B.M.R.D.A. and/or the Promoter to the said property.

10. The Revenue Records i.e. 7/12 Extracts, 6/12 Extracts, City Survey Extracts, extract from the Assessor and Collector stands in the names of the said Owners and copies of the said 7/12 Extracts are annexed hereto and marked with letter 'B' and the Purchaser confirm/s that the inspection of the said original Record is taken by the Purchaser prior to the execution of these presents and the copies annexed hereto are the copies of the original records inspected by the Purchaser.

11. The Promoters are constructing proposed multi-storey buildings as per the sanctioned Plans under I.O.D. and Works Commencement Certificate, issued by the Executive Engineer (Eastern Suburbs) copies of which are annexed hereto and marked with letter 'C' COLLECTIVELY. The Purchaser/s confirm/s that he/she/they has/have inspected the originals of the said Plans and I.O.D. and Works Commencement Certificate and Purchaser further confirms that the copies annexed hereto are the true copies of the said Plans, the said I.O.D. and the said Works Commencement Certificate and the same are inspected by the Purchaser prior hereto.

12. It is expressly agreed that the said premises shall contain (save and except terrace, basement, garage, car parking space, area covered under still which shall be a normal brick structure



with cement plaster and cement flooring) specifications, fixtures, fittings and amenities as set out in Fourth Schedule hereunder written and the Purchaser confirm that the Promoter shall not be liable to Provide any other specifications, fixtures, fittings and amenities in the said premises.

13. The Promoter confirm that they are developing the said property in accordance with the sanctioned plans and the Floor Space Index available on the said property is not utilised by the Promoter elsewhere.

14. The Purchaser confirms that the Promoter has given full free and complete inspection of documents of title in respect of the said property including the documents set out hereinabove and the Purchaser confirms that he/she/they has/have entered into this Agreement after inspecting the aforesaid documents.

15. The Purchaser confirms that the instalments payable by the purchaser under these presents shall be on the due dates without any delay or default as time in respect of payments of instalments and in respect of all amounts payable under these presents by the Purchaser to the Promoter is of the essence of the contract. If the purchaser makes delay or default in making payment of any of the instalments; or amounts the Promoter shall be entitled to interest at the rate of 24% per annum on all such amounts and instalments from the date of default till payment and/or receipt thereof by the Promoter without prejudice, to their other rights in law and under these presents. It is further agreed that on the Purchaser committing default in payment of either the instalments or any other amount or amounts under these presents on the due date (including his/her proportionate share of taxes, rates, cesses, other charges, betterment charges and all other outgoings) the Promoter shall be entitled at their option to terminate this Agreement **PROVIDED AND ALWAYS** that the power to terminate herein contained shall be exercised by the Promoter after giving the Purchaser 15 days prior notice in writing of their intention to terminate this Agreement and specifying the breach or breaches of the terms and conditions on account of which the Promoter intend to terminate the Agreement and if the Purchaser continues the default in remedying such breach or breaches within the stipulated period of fifteen days from the date of such notice from the promoters. It is further agreed that upon termination of this Agreement as stated herein the Promoter shall refund to the Purchaser the instalments of the sale price which the Purchaser may have till then paid to the Promoter but the Promoter shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this Agreement and refund of the aforesaid amount by the Promoter, the Promoter shall be at liberty to dispose of and sell the said premises to such person or persons at such price and on such conditions as the Promoter may desire and think fit in their absolute discretion and the Purchaser shall have no right in that behalf.

16. The Promoter will sell all premises intended to be constructed on the said property with a view ultimately that the Purchaser of all the premises in the said Buildings shall be admitted to



the Co-operative Society or Limited Company or condominium of Apartments of all such prospective purchasers (hereinafter referred to as "the said Organisation) and upon the Purchaser of all the premises in such building/buildings paying in full their respective dues payable by them to the Promoter and complying with the terms and conditions of their respective Agreement with the Promoter, the Promoter shall cause Lease of the said property to be executed and/or cause Assignment and Transfer of the said property executed in favour of the said Organization of various premises purchasers.

17. It is expressly agreed that the possession of the said premises will be handed over by the Promoter to the Purchaser/s by 18th day of November, 1997 Provided the Promoters have received the full purchase price of the said premises and other amounts payable by the Purchaser/s to the Promoter under these presents and Provided the construction by the Promoter is not delayed on account of nonavailability of steel, cement and other building material, water or electric supply and no act of God, Civil Commotion, Riot, War or any notice, Order, Rule, Notification of the Government and/or any other Public Body and/or Competent Authority has disturbed the construction schedule of the Promoters and there is no delay in issue of Occupation Certificate and/or Building Completion Certificate by the Bombay Municipal Corporation and/or Planning Authority and circumstances beyond the control of the Promoters. If the Promoter for the aforesaid reasons beyond the control of the Promoters are unable to give possession of the said premises by the dates stipulated hereinabove then the Promoters agree that they shall be liable on demand by the Purchaser to refund to the Purchaser the amounts already received by them in respect of the said premises with simple interest at the rate of 21% per annum from the date the Promoters received the sum till the dates the amounts and interest thereon is repaid by the Promoters to the Purchaser. Till the entire amount and interest as stated is refunded by the Promoters to the Purchaser they shall subject to prior encumbrances, if any, be charged on the said property as well as the premises in question. It is agreed that upon refund of the said amount together with interest as stated hereinabove the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the said premises or against the said property in any manner whatsoever and the Promoter shall be entitled to deal with or dispose of the said premises to any person or party as the Promoters may desire at their absolute discretion.

18. Upon the Purchaser taking possession of the said premises, he/she/they shall have no claim against the Promoter/s as regards the quality of the building material used for construction of the premises or of the nature of construction of the said premises or otherwise howsoever, Provided that if within a period of three years from the date of handing over the premises to the Purchaser, the Purchaser brings to the notice of the Promoter/s any defect in the said premises or the building in which the said premises are situated or the material used therein then, wherever possible such defects shall be rectified by the Promoter at his/their own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter/s reasonable compensation for such defect.



19. The Purchaser hereby agrees that in the event of any amount by way of premium or security or charges is payable to the Municipal Corporation of Greater Bombay, State Government or to the B.S.E.S. or betterment charges or development tax or security deposit or charges for the purpose of giving water connection, drainage connection and electricity connection or any other tax or payment of a similar nature becoming payable by the Promoter/s, the same shall be paid by the Purchaser to the Promoter/s in proportion to the area of the said premises and in determining such amount, the discretion of the Promoter/s shall be conclusive and binding upon the Purchaser. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rata charges which the Purchaser may be called upon to pay to the Promoter in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cables, electric substation (if any) making and maintaining of Internal Roads, and access to the said property, drainage layout and all other facilities including providing for any transport facilities to the Purchasers of Premises in the said Buildings and acquiring or having or having any buses or other vehicles in that behalf and maintenance, insurance and replacement such bus or buses time to time till the charge of the said property is handed over to such Organisation as the case may be.

20. (A) The Purchasers shall at the time of delivery of the possession of the said premises pay to the Promoter/s the following amounts :-

(1) Rs. 10/- towards membership fees, (2) Rs. 250/- for individual and Rs. 500/- in other cases towards share money. (3) Rs. 750/- towards deposit/premium charges of electric, water and sewerage connection, (4) Rs. 500/- towards legal costs. (5) Rs. 48/- per sq.ft. of Built-up area towards provisional outgoings for Municipal taxes, water bills, common electric bills, maintenance charges and other society expenses.

These aforesaid amount are to be paid before possession is given as "Society Deposit" and no interest will be payable thereon. The Promoter/s shall utilise the sum paid by the Purchaser to the Promoter/s for meeting all legal costs, charges and expenses including professional costs of the Attorney at Law/Advocates of the Promoters in connection with formation of the said Society or as the case may be limited Company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance or assignment of lease.

(B) The aforesaid amount towards provisional outgoings after deduction therefrom of arrears of taxes and expenses mentioned in the Fifth Schedule and the expenses incurred in the formation of the said Organisation or legal expenses etc. will be transferred by the Promoter/s to the said Organisation as and when such co-operative society is formed and after the property is finally transferred to such Organisation. If however, such Organisation is not formed, the said amounts will be retained by the promoter and the same will not be refunded to the Purchaser.

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(C) Notwithstanding anything contained in this Agreement the Purchaser hereby agrees to contribute and pay its proportionate share towards the costs, charges, expenses, municipal taxes and outgoings in respect of the items specified in the Fifth Schedule hereto. Such share shall be determined by the Promoter having regard to the area of each flat.

(D) The Purchaser shall pay the amount @ Rs.25/- per sq.ft. (built-up area) to meet the further maintenance of internal layout roads, recreation area, street lighting, etc. and for the purpose of maintenance and up keep of recreation areas and other facilities which the Promoters may provide specifically for the Purchasers of premises in the said property and earmark the same for the purpose of use thereof by the Purchasers of premises in the said Complex. It is clarified that the said amount to be calculated @ Rs.25/- per sq.ft. (built-up area) is not by way of consideration for acquiring the said premises by the Purchasers of premises but for the purpose of lumpsum payment of future maintenance in respect of the aforesaid area. It is further agreed that the Promoter will have full right, absolute authority and good power to invest the said amount or amounts in the manner deemed fit by the promoter and the Purchaser deemed fit by the Promoter and the Purchaser shall have no right to the said amount and the purchaser shall not claim either refund thereof or hold the Promoter liable in that behalf in any manner whatsoever. It is agreed that the Promoter shall be entitled to utilise the said amount for the purpose of the aforesaid arrangement in respect of the maintenance of internal layout roads, lighting, etc. It is also repeated and confirmed that the Promoters will make arrangement for the aforesaid maintenance work and make diligent efforts in that behalf. However, the Promoters shall not be liable for any act of commission or omission or failure in future maintenance or repairs of internal layout roads, street lighting and other areas by reasons of the fact that the aforesaid amount is paid by the Purchaser to the Promoter and the Promoter will endeavour in reasonable manner to provide for the same. It is agreed that the Promoters will be entitled to provide for a Body or Association as the Promoter may deem fit so as to maintain the said internal layout roads, street lighting, etc. through the medium or instrument of such Body or Association as the case may be. the Promoter shall be entitled to transfer the said amount or balance thereof to such Body or Association as the case may be and whereupon the Promoters shall be absolved of all their liabilities in respect of the said amount and application and utilisation thereof. The Purchaser/s declare/s and confirm/s that the payment of the said sum as stated hereinabove is over and above the purchase price and also the various deposits and charges agreed to be paid by the Purchaser/s and the same shall not be set off or adjusted against any other amount or amounts in any manner whatsoever.

21. Notwithstanding what is contained herein to the contrary it is expressly agreed between the Promoter and the Purchaser that the Original Promoter shall be entitled to utilise and enjoy either personally or through any nominee all area or areas forming part of the said larger lands excluding the said property as may be available from time to time including areas reserved for public utility including recreation etc. by utilising the same as the Original Promoter may deem fit and the Original Promoter inter alia will be entitled to construct recreation centre, health club, liberty or club house, cinema theatre, video theatre or hotel or such other activity or activities as the Original Promoter may desire on professional and/or commercial basis and the ownership of such construction or structure including the right to own, manage, run and conduct such area or areas or structure or structures with right to transfer or assign benefit thereof



and to recover and appropriate consideration received therefrom including from the day-to-day business thereof shall be that of the Original Promoter alone exclusively and the Purchaser shall have no right thereto in his individual capacity or through any Body Corporate. The Purchaser doth hereby declare and confirm for the sake of clarity that the Ownership of all such area or areas and construction by way of recreation centre, health club, liberty or club house or hotel, etc. shall belong to that of the Original Promoter alone exclusively and the Purchaser shall have no right to the same in any manner whatsoever.

23. So long as each flat/premises/garage in the said building shall not be separately assessed for municipal taxes and water taxes, the Purchaser shall pay to the Promoter or to the body corporate when formed, a proportionate share of the municipal tax and water tax assessed on the whole building, such proportion to be determined by the Promoter on the basis of the area of each flat in the said building. The Purchaser alongwith the other premises holders will not require the Promoter to contribute a proportionate share of the maintenance charges of the flats which are not sold and disposed off by the Promoter. the Promoter will also be entitled to the refund of the municipal taxes on account of the vacancy of the said premises.

24. The Purchaser shall from and after the date of issue of the notice from the Promoter/s to him/her/them to take possession of the said premises shall regularly pay every month irrespective of possession being taken or not a provisional amount of Rs. 2/- per Sq.Ft. of built up area towards taxes, salary of the person appointed by the promoter, liftmen, sweepers, insurance premium, etc. and other outgoings and expenses including the outgoings mentioned in the Fifth Schedule hereto.

25. The Purchaser shall not use the said premises for any purpose other than as set out in these presents nor use the same for any purpose which may or is likely to cause nuisance of annoyance to occupiers of the other premises in the said building or for any illegal or immoral purpose.

26. If the Promoter/s is/are not able to give possession of the said flat/ shop/garage/car parking space to the Purchaser on account of any reasonable cause of circumstances beyond their control the purchaser shall not be entitled to any damages whatsoever be he/she shall be entitled to remedies available under the Maharashtra ownership Flats (Regulation or Promotion of Construction, Sale, Management and Transfer) Act, 1963.

27. The Purchaser/s, with intention to bring all persons unto whomsoever hands the said premises may come, doth/to hereby covenant with the Promoter as follows:

(a) To maintain the said premises, at Purchaser's own cost in good tenable repair and condition from the date of possession



of the said premises is taken and shall not do or suffered to be done anything in or to the building in which the said premises is situate, staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or changes/alter or make addition in or to the building in which the said premises is situated and the said premises itself or any part thereof.

b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to danger the construction or structure of the building in which the said premises is situated or storing of which goods objected to by the concerned local or other authority and shall not carry or cause to be carried heavy package whose upper floors which may damage or likely to damage the staircase, common passage or any other structure of the building in which the said premises is situated or the said premises on account of negligence or default of the Purchaser shall be liable for the consequences of the breach.

c) To carry at his/her own cost all internal repairs to the said premises and maintain the said premises in the same conditions, state and order in which it was delivered by the Promoter/s to the Purchaser and shall not do or suffer to be done anything in or to the building in which the said premises is situated or the said premises which may be given the rules and regulations and bye laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision the Purchaser shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

d) Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the building in which the said premises is situated and shall keep the portion, sewers, drains pipes in the said premises and appurtenances thereto in good tenable repair and condition and in particular, so as to support, shelter and protect the other parts of the building in which the said premises is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or R.C.C. pardsis or other structural members in the said premises without the prior written permission of the Promoter/s and/or the Society or the Limited Company.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and building in which the said premises is situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said land and the building in which the said premises is situated.



g) To pay to the Promoter/s within 7 days of demand by the Promoter/s his/her/their share of security deposit/charges/premium demanded by the concerned local authority or Government or giving water, drainage, electricity or any other service connection to the building in which the said premises is situated.

h) To bear and pay increase in local taxes, water charges, insurance and such other levys, if any, which are imposed by the concerned local authority, and/or Govt. and/or other public authority, on account of change of user of the said premises by the Purchaser, viz. user for any purposes other than for residential purpose.

i) The Purchaser shall not let, sub-let, transfer, assign or part with the said premises interest or benefit of this Agreement or part with the possession of the said premises until all the dues payable by the Purchaser to the Promoter/s under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until Promoters have permitted in writing to the Purchaser in that behalf.

j) The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company may frame at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the Building Rules, Regulations and Bye Laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

k) Till a lease or Assignment of building in which the said premises is situated is executed, the Purchaser shall permit the Promoter/s and his/their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and conditions thereof.

28. At the time of registration of the Lease/Assignment in respect of the said properties the Purchaser shall pay to the Promoter/s the Purchaser's share of stamp duty and registration charges payable, if any, by the said Society a Limited Company or condominium of Apartments on the Lease or Assignment or transfer or any document or instrument of transfer in respect of the said property and the building to be executed in favour of the Society or Limited Company or Condominium of Apartments as the case may be.

29. Provided it does not in any way effect or prejudice the rights of the Purchaser in respect of the said premises the Promoter/s shall be at liberty to sell, assign, transfer or otherwise deal



with their right, title and interest in the said property more particularly described secondly and thirdly in the First Schedule hereunder written.

30. The Purchaser and the Person to whom the said premises are permitted to be transferred, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Promoter/s or the Co-operative Housing Society and/or the Limited Company and/or condominium of Apartments (as the case may be) may require for safeguarding the interest of the promoter/s and/or the Purchaser and other Purchasers in the said property, more particularly described in the First Schedule hereunder written.

31. The Purchaser and the person to whom the said premises is permitted to transfer with the written consent of the Promoter/s shall observe and perform all the provisions of the bye-laws and/or the rules and regulations of the Co-operative Housing Society when incorporated and/or all the provisions of the Memorandum and Articles of Association of the Limited Company when incorporated and/or the condominium of Apartments and the addition alterations or amendments thereof for the observance and carrying out the Building Rules and Regulations and the Bye Laws for the time being of the Municipal Corporation of Greater Bombay and other local and/or public bodies. The Purchaser and persons to whom the said premises are allowed to be transferred shall observe and perform all stipulations and conditions laid down by such co-operative housing society or limited company or Condominium of Apts. as the case may be regarding the occupation and use of, the said premises and the said property and shall pay and contribute regularly and punctually towards rates, cesses, taxes and/or expenses and all other outgoings.

32. It is agreed between the Promoter and the Purchaser that after the notice in writing is made by the Promoter to the Purchaser that the premises is ready for use and occupation the Purchaser shall be liable to take and pay the proportionate share (i.e. in proportion to the floor area of the said premises) all outgoings in respect of the said property and the proposed building including local taxes, Cesses, Rates and other charges, betterment charges and all other Rules by the Local Authority, Government, Water Charges, Insurance charges, common lights, repairs, salaries of clerks, Bill Collector's charges, Chowkidar and Sweeper charges, maintenance charges and all other expenses necessary and incidental to the administration, Management and maintenance of the said property and the said buildings and until the said property is transferred to any Co-operative Society, Limited Company or Condominium of Apartments as the case may be the Purchaser shall pay to the Promoter the Proportionate share of outgoings as may be determined by the Promoters. The Purchaser further agrees that till the purchaser share is so determined the Purchaser shall pay to the Promoter the said provisional monthly contribution towards such outgoings and taxes and the amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance or deed of transfer is executed in favour of any Society, Limited Company or Condominium of Apartments as the case may be, subject to the provisions of Section 6 of the Maharashtra Ownership Flat Act, 1963. On



such Conveyance or transfer being executed the aforesaid monthly contributions (less deductions provided for in this Agreement) shall be paid over by the Promoters to the Society or Limited Company or Condominium of Apartment as the case may be. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings and charges regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

33. The Promoter/s shall maintain a separate account in respect of sums received by the Promoters from the purchaser as monthly contribution and shall utilise the amounts only for the purpose for which they have been received.

34. The Promoter/s shall form of the Purchaser along with the other purchasers who have taken or who may take the other premises in the said building a Co-operative Housing/Premies Society or Limited Company or Condominium of Apartments. The rights of the Purchasers of the said premises will be recognised and regulated by the provisions of the said Co-operative Housing Society premises or limited company or condominium of apartments and the rules and regulations framed by them thereunder.

35. On receipt by the Promoter/s the full payment of the amounts due and payable by the purchasers of all the premises and not earlier than 18th Nov., 1997, the Promoter/s shall cooperate with the purchasers in forming and registering or incorporating a co-operative housing/premises society or limited company or condominium of apartments as the case may be subject to the rights of the Promoter/s under this Agreement and the Conveyance to be executed in pursuance hereof when the co-operative Housing/Premises Society or Limited Company or Condominium of Apartments is registered or incorporated or formed as the case may be all the amounts due and payable to the Promoters by all premises purchasers are paid in full, as aforesaid, the Promoter/s shall execute or cause to be executed lease or Assignment in favour of any such Co-operative Housing Society or Limited Company or Condominium of apartments as the case may be.

36. The Purchaser along with the other Purchasers of premises in the said Building/s shall join in forming and registering a Co-operative Society, Limited Company or Condominium of Apartments as the case may be and for that purpose also from time to time sign and execute application for registration and papers and connected with proposed and other documents necessary for formation of such Society, Limited Company or Condominium of Apartments and to become member and sign and return all the documents including bye-laws of the Promoters within seven days of receipt thereof time being of the essence so as to enable the Promoters to register the Organisation of the Purchasers under section 10 of the Maharashtra Ownership Flats Act, 1963 within the time limit prescribed by Rule 8 of Maharashtra Ownership Flat Act (Regulation of the Promotion, Construction, Sale, Management and Transfer), Rules 1964. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum of Association and Articles of Association as may be required by the Registrar of Co-operative Societies or Registrar of Companies as in the Condominium of Apartment as the case may be by any other Competent Authority.



37. M/s. Parimal K. Shroff & Co., Advocates and Solicitors of the Promoter/s shall prepare the Lease/Assignment and all other documents to be executed in pursuance of these presents as also the Bye-laws and the Memorandum and Articles of Association in connection with the Co-operative Housing/Premises/Society or Limited Company as the case may be and all costs, charges and expenses in connection with the preparation and execution of the Lease/Assignment and other documents and the formation or registration or incorporation of the Co-operative Housing Premises/Society or the Limited Company or Condominium of Apartments as the case may be shall be borne and paid by all the Purchasers of the said premises in the said property in proportion to the respective area of the respective premises.

38. The stamp duty and registration charges incidental to this Agreement shall be borne and paid by the Purchaser alone. The Purchaser shall immediately after the execution of this Agreement lodge the same for registration with the Sub-Registrar of Assurances and inform the promoter the number under which and day on which the same is registered with sufficient notice to enable the promoter within reasonable time thereafter to attend the office of the Sub-Registrar of Assurance and admit execution and thereof at the costs and risk of the purchaser. At the option of the promoter if the promoter executes or causes to be executed by the lessors lease or assignment in respect of area larger than the concerned building or buildings or land married to such building or buildings in favour of any such Co-operative Housing/Premises Society, Limited Company or Condominium of Apartments or body or association of all the prospective purchasers of flats & premises in such building or buildings, then in that event the Purchaser shall cause such Co-operative Housing/Premises Society, Limited Company or Condominium of Apartments or body or association of all the prospective purchasers of flats and premises in those such building or buildings to execute simultaneously on the execution of such Lease or Assignment in their favour under lease/sublease in favour of the Promoter/s or their nominee or nominees in respect of such portion or portions as the promoters may desire with right to assign or transfer without any rent or compensation or charges.

39. All notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if posted to the purchaser under certificate of posting at :

Mr. J. R. Patanwala,

18/20, Vapsa Chawl, 2<sup>nd</sup> Floor,

Nabimullah Road, Bombay - 400 003

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40. Nothing contained in these presents shall be construed to confer upon the purchaser any right, title or interest of any kind whatsoever into or over the said property and the premises or any part thereof such conferences to take place only upon the execution of the Lease/Assignment in favour of a Limited Company or a Co-operative Housing/Premises Society or Condominium of Apartments or an incorporated body to be formed of the Purchasers of all premises in the building as herein stated.



41. The Purchaser shall have no claim save and except in respect of the particular premises, common areas and facilities and limited common areas and facilities hereby agreed to be acquired, i.e. all other areas including terrace, etc. will remain the property of the Promoter/s until the whole of the said property is transferred to the Co-operative Society or Limited Company or Condominium of Apartments as herein provided subject to the rights of the Promoter/s as contained in this Agreement.
42. The Purchaser shall at no time demand partition of his/her interest in the said building and/or property it is being hereby agreed and declare by the purchaser that his/her such interest in the said premises is impartible.
43. The Promoter/s shall always have a right to get the benefit of additional F.S.I. for construction from B.M.C. and also to make the addition, alterations, raise, storeys or put up additional structures as may be permitted by the Municipal Corporation of Greater Bombay and other competent authorities such additions structures and storeys will be the sole property of the Promoter/s alone who will be entitled to use the terrace including the parapet wall for any purpose including display or advertisements and sign boards and the Purchaser shall not be entitled to raise any objection or claim or any abatement in the price of the premises agreed to be acquired by him/her/them and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Promoter/s.
44. The Purchasers hereby expressly agrees and covenant with the Promoters that in the event of all the wings of the said proposed buildings on the said property and/or all the buildings on the said property being not ready for occupation simultaneously and in the event of the Promoters offering licence to enter upon the said premises to the Purchaser/s or handing over possession of the said premises simultaneously on the execution of Lease/Assignment in respect of the said property or Deed of Transfer in respect of the said property earlier than completing all the wings and all the buildings on the said property then and in that event the Purchaser has/have no objection to the Promoters completing the construction of the balance wings or buildings on the said property without any interference or objection by the Purchaser/s. The Purchaser/s further confirm that he/she/they shall not object or dispute construction of the balance building or buildings, wing or wings or part or parts thereof by the Promoters on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled to either transfer or through any nominees to construct and complete the said wing or wings or building or buildings on the said property as they may desire in their absolute discretion without interference or objection or dispute by the purchaser/s.
45. The Promoter/s shall in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this agreement shall have a first lien and charge on the said premises agreed to be purchased by the Purchaser.



46. The Purchaser hereby covenants to keep the said premises, walls and partition walls, sewer, drains, pipes and appurtenances thereto in good and tenable repair and condition and in particular so as to support shelter and protect the parts of the building other than the said premises. The Purchaser further covenants not to chisel or in any other manner damage the columns, beams, slabs or R.C.C. Partition or walls or other structural members without the prior written permission of the Promoter/s. Any breach of this condition shall cause this Agreement to be ipso facto to come to an end and the earnest monies and all other amounts paid by the Purchaser to the Promoter/s shall stand forfeited and the promoter/s shall be entitled to deduct from the balance payments made by the Purchaser such amounts as they may find proper to compensate for the damage so caused and if such payments are inadequate, they shall be entitled to deduct from the balance payments made by the Purchaser such amounts as they may find proper to compensate for the damage so caused and if such payments are inadequate, they shall be entitled to recover further amounts from the Purchaser to compensate for the damage so caused and the Purchaser hereby consents to the same. The decision of the Promoter/s in that regard shall be final and binding upon the Purchaser who shall not dispute the decision of the Promoter/s in this regard.

47. It is expressly agreed that the Promoter shall be entitled to put a hoarding on the said property or on the building or buildings on the said property or any parts of the building or buildings on the said property and the said hoardings may be illuminated or comprising or neon sign and for that purpose the Promoters are fully authorised to allow temporary or permanent construction or erection in installation either on the exterior of the said buildings or on the said property as the case may be and the Purchaser agrees not to object or dispute the same.

48. It is agreed that the Promoter/s shall be entitled without affecting the rights of the Purchaser to the said premises including the area thereof to revise the building plans in respect of the said building and to utilise the total F.S.I. and the development rights available in respect of the said property by suitably modifying the building plans in respect of the said premises as the Promoters may desire and the Purchaser hereby irrevocably consents to the right of the Promoter to revise and modify the building plans in respect of the said premises time to time.

49. It is expressly agreed between the Promoters and the Purchaser and the Purchaser confirms that he/she/they are aware that the Promoters are likely to receive additional F.S.I. and/or Development rights and likely to be received by the Promoters and the said property from the adjoining property and in the event of such Promoters receiving additional F.S.I. and/or development rights the Promoter shall be entitled to construct either additional floor or floors on the said building or any part thereof or construct any additional structure on or any part thereof or construct any additional structure on the said property in the open compounds may be permissible either as Annexe structure or as an independent structure as the Promoters may desire and in the aforesaid event the Promoter shall be entitled to deal with, dispose of, alienate encumber or transfer such additional floor or floors or premises and building or buildings or structures for



such consideration to such party as the Promoters may desire without reference of recourse or consent of the Purchaser in any manner whatsoever and the Purchaser agrees not to dispute or objects to the same.

50. The Purchaser shall not decorate the exterior of the said premises otherwise than in a manner agreed to with the Promoter/s under this Agreement.

51. In the event of any society being formed and registered before the sale and disposal by the Promoter/s of all the premises and the powers and the authority of the Society or Limited Company so formed or the Purchaser and other holders of the premises shall be subject to the over-all authority and control of the Promoter/s in respect of all the matters concerning the said building and in particular the Promoter/s shall have absolute authority and control as regards the unsold flats premises and the sale and disposal thereof.

**PROVIDED AND ALWAYS** the Purchaser hereby agrees and confirms that in the event of the said Organisation being formed earlier than the Promoters deal with or dispose of the said buildings on the property then and in that event any allottee or Purchaser of premises from the Promoter shall be admitted to such Co-operatives Society, Limited Company or Condominium of Apartment on being called upon by the Promoters without payment of any premium or any additional charges save and except Rs.250/- for the Share money and Rs.10/- as entrance fee and such allottee Purchaser or transferee thereof shall not be discriminated or treated prejudicially by such Co-operative Society, Limited Company or Condominium of Apartment as the case may be.

52. Any delay or indulgence by the Promoter/s in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser shall not be construed as a waiver on the part of the Promoter/s of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall be same in any manner prejudice the rights of Promoter/s.

53. **PROVIDED ALWAYS** that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives in respect of the construction of these presents or concerning anything herein contained or arising out of these premises or as the rights liabilities or the duties of the said parties hereunder, the same shall be referred to arbitrators of two persons one to be appointed by each party. The arbitrators shall appoint an Umpire before entering upon the reference. The provisions of the Indian Arbitration Act shall apply to such reference.

54. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flat Act, 1963 and the Maharashtra Ownership Flat Rules, 1964 and any other provisions of law applicable thereto.





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

SIGNED AND DELIVERED

) *For Ebramandani Associates*

by the said "PROMOTER" in the

) *[Signature]*

presence of :

*[Signature]*

) *Partner*

SIGNED AND DELIVERED

) *Hakim*

by the said PURCHASER/S in

) *Z H Patanwala.*

the presence of :





### FIRST SCHEDULE

FIRSTLY ALL THOSE pieces or parcels of lands or ground situate, lying and being at village Powai, near I.I.T. Saki Vihar Road, in the registration district and sub-district of Bombay City and Bombay Suburban and bearing C.T.S. No.4, 5, 8, 9, 10, 11, 12, 13(pt), 14(pt), 17, 18(pt), 19(pt), 24(pt), & 25 of village Powai and admeasuring 3,34,454 Sq. Mts. or thereabouts equivalent to 4,00,006 Sq. Yds.

SECONDLY ALL THOSE pieces or parcels of lands or ground situate, lying and being at village Powai near I.I.T. Saki Vihar Road, in the registration district and sub-district of Bombay City and Bombay Suburban and bearing C.T.S. No.4, 5, 8, 9, 10, 11, 12, 13(pt), 14(pt), 16(pt), 17(pt), 19(pt), 24(pt), & 25 of village Powai and admeasuring 3,34,454 Sq. Mts. equivalent to 4,00,006 Sq. Yds. or thereabouts excluding area admeasuring 17,641 Sq. Yds. equivalent to 14,717 Sq.Mtrs. retained by the said M/s. N. Lajpatrai Dharla & Co. and bearing C.T.S. Nos. 11(pt) & 12(pt).

THIRDLY ALL THOSE Pieces or parcels of lands or ground situate lying and being at village Powai in the registration district and sub-district of Bombay City and Bombay Suburban and bearing C.T.S. Nos. 10(pt), 11(pt), 14(pt), 16(pt), 17(pt), 18(pt) and 19(pt) of Village Powai.

### SECOND SCHEDULE

Common areas and Facilities of immediate are abutting the main entrance door after the landing on the floor of the said premises hereby agreed to be sold in proportion with other premises on the same floor. The Terrace area shall not be included in the common area and facility.

### THIRD SCHEDULE

Pro-rate right along with all purchasers of premises in the said property in limited common areas and facilities as follows (this does not apply in the case of premises other than flats):

- (1) Staircase (ii) Entrance Hall (iii) Lifts (iv) Servants Toilet.

### FOURTH SCHEDULE

1. R.C.C. Frame Structure.
2. Marble Mosaic Tiles in flooring.
3. Glazed tiles flooring in W.C's and Dado in bathrooms and W.C's.
4. One shower in every bathroom.
5. One door bell.



6. Overhead and Underground water tanks.
7. Lifts (excluding for Row-Houses and 4 storey buildings).
8. Compound walls with M.S. Gate.
9. One wash basin.
10. Standing Kitchen platform suitably decorated and glazed tiles dado.
11. Main door with aldrop, eye piece and night latch, polished veneer outside and oil painted inside.
12. Building exterior with cement paint and interior with white lime wash.
13. Entrance hall suitably decorated.
14. Electrical Points.

#### FIFTH SCHEDULE

1. The expenses of maintaining, repairing, redecorating etc. of the main structure and in particular the terrace, garden and main water pipes of the building, water pipes, lift and electric wires in under or upon the building and enjoyed or used by the flat/premises holder/s in common with the other occupiers of flats and the main entrance passages, landings, lifts, and staircases of the building or enjoyed by the flat holders used by him/her/them in common as aforesaid and the boundary walls of the building compound, terrace etc.
2. The cost of cleaning and lighting the passages, water pump, landing, staircase, lift, common lights and other parts of the building used by the flat holder/s in common as aforesaid.
3. The cost of the salaries of the clerks, bill collectors, liftmen & chowkidars, pumpman, sweepers etc.
4. The cost of working and maintenance of common light, water pump, lift and other service charges.
5. Deposit for Building, water meters, electric meter, sewer line etc.
6. Municipal and other taxes such as water charges, bill, electricity charges bill, cess, levy and revenue N.A. taxes etc.
7. Insurance of the building.
8. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.



Advocates, Solicitors & Notary

Calcot House, 8/10, Tamann Lane  
Fort, Bombay 400 023  
Tel: 2023317/2023297  
Tlx: 11.4285 PKS Gram JUSTICE

PARIMAL  
& K. SHROFF  
& CO.

To  
M/s. Lakeview Developers,  
Bombay

Re: In the matter of all those pieces or parcels of lands or ground admeasuring about 3,34,354.14 Sq.Mts. or thereabouts situate lying and being at Village Powai Taluka Kuria in the Registration District and Sub District of Bombay City and Bombay Suburban bearing the following description:

<u>Survey No.</u>	<u>C.T.S.No.</u>
4 (Part)	4
5 (Part)	5
6 (Part)	8
7 (Part)	9
8 (Part)	10
9 (Part)	11
16(Part)	13 (Pt)
17(Part)	14 (Pt)
18(Part)	16 (Pt)
	17
	18 (Pt)
	19 (Pt)
	24 (Pt)
	25 (Pt)

M/s.N. Lajpatrai Dharia & Co...  
.....Orig. Owners/Present  
Licensees/Lessees  
And  
B.M.R.D.A.....Present Owners/Lessors  
And  
M/s.Lakeview Developers. Developers

Sirs,

THIS IS TO CERTIFY that we have investigated the title of  
(1) LAJPATRAI M. VARMA, (2) RAMNIKLAL L.DHARIA, (3) KIRTANLAL



M. DHARIA and (4) NATWARLAL M. KADAKIA carrying on business in the firm name and style of MESSRS N. LAJPATRAI DHARIA & CO. (hereinafter referred to as "the said Original Owners") to the above property and we have to state as under :


1. It appears that prior to December, 1983 the said original owners were the owners of the above property subject to reservation by the Bombay Metropolitan Region Development Authority (hereinafter referred to as "the said BMRDA") under B.M.R.D.A. Act, 1974 for Powai Area Development Scheme as provided by the Development plan of the City of Bombay and subject to provisions of Urban Land (Ceiling & Regulation) Act, 1976.

2. By diverse Agreements for Development-cum-Sale dated 15th December, 1983, 12th June 1985 and 31st December, 1985 and made between the said owners of the One Part and yourselves of the Other Part the said owners. have agreed to sell and you have agreed to purchase the above property and/or part thereof for the consideration and on the terms and conditions therein contained. The said owners under the Declaration-cum-Indemnity dated 12th June, 1985 made various representations about their title and ownership to the above property as set out therein.

3. By Tripartite Agreement dated 19th November, 1986 and made between Governor of Maharashtra of the First Part, the said B.M.R.D.A. of the Second Part and Harishchandra Chandrabhan Sharma and other (which includes the said owners) of the Third Part inter alia the said owners surrendered



and/or delivered the above property to the State Government and/or the said B.M.R.D.A. pursuant to the said reservation under the said B.M.R.D.A. Act, 1974 and Governor of Maharashtra and the said B.M.R.D.A. agreed to dispose of by way of Lease inter alia the above property to the said Owners subject to the terms and conditions set out therein.



4. In pursuance of the said Tripartite Agreement dated 19th November, 1986, an Agreement for Lease was also executed on 19th November, 1986 by the said B.M.R.D.A. in favour of the said Original Owners as Licensees and the said Owners were allowed to enter upon, deal with and develop the above property subject to the terms and conditions therein contained which include Agreement to grant a Lease for a period of Eighty years to the said owners on the terms and conditions therein contained.

5. In the premises aforesaid, subject to the aforesaid diverse Agreements for Development-cum-Sale, Tripartite Agreement dated 19th November, 1986, Agreement for Lease dated 19th November, 1986 and relying upon and subject to the contents of the said Declaration-cum-Indemnity dated 12th June, 1985 made by the said owners and the Declaration of Niranjani L. Hiranandani dated 25th July, 1990 and subject to the provisions of Urban Land (Ceiling & Regulation) Act, 1976 we have found the leasehold title of the said owners to the above property as clear and marketable and free from encumbrances of any nature whatsoever.

Dated this 25th day of July, 1990.

Yours truly,  
For Parimal K. Shroff & Co.,

Proprietor,  
Advocates and Solicitors.



# Florentine SECTION IV



## मालमत्तेच्या रजिस्टर कार्डातील उतारा

मिती मध्ये पर्यंत	नाणुका	मुल्यमापन	जिल्हा
१	२५५५५५ - ६		

टीपे टाक

मालमत्तेच्या रजिस्ट्रार कार्डातील उतारा

कसा प्राप्त झाला (नोंद घ्यावी तसेच जागृता नोंद घ्यावी)

पट्टेदार :-

इतर नोंद :-

इतर नोंद :-

मातीस	अवधार	आयुष्य नं.	नविन धारण करणारा (५) पट्टेदार (६) अथवा इतर योजा असणारा (६)	मातीदारसत सती
१			पुर्वी अहमदनगर जिल्हा निम्नरत अहमदनगर जिल्हा	१ २ ३ ४ ५ ६ ७ ८ ९ १० ११ १२ १३ १४ १५ १६ १७ १८ १९ २० २१ २२ २३ २४ २५ २६ २७ २८ २९ ३० ३१ ३२ ३३ ३४ ३५ ३६ ३७ ३८ ३९ ४० ४१ ४२ ४३ ४४ ४५ ४६ ४७ ४८ ४९ ५० ५१ ५२ ५३ ५४ ५५ ५६ ५७ ५८ ५९ ६० ६१ ६२ ६३ ६४ ६५ ६६ ६७ ६८ ६९ ७० ७१ ७२ ७३ ७४ ७५ ७६ ७७ ७८ ७९ ८० ८१ ८२ ८३ ८४ ८५ ८६ ८७ ८८ ८९ ९० ९१ ९२ ९३ ९४ ९५ ९६ ९७ ९८ ९९ १००

(५.११.५)















# मालमत्तेच्या रजिस्टर कार्डातील उतारा



मिठी क्र. १५५	तारखेचा	पृष्ठ	निरा
मिठी क्र. १५५	१९६०	—	सरकारला देण्यात येणाऱ्या मालमत्तेच्या रजिस्ट्रार कार्डाच्या तपशील * गो. ६३३ मुंबई इ. नगर, मुंबई

अधिकारीचे हक्क

१९६०चे धारण करणाऱ्याचे नाव

हक्क कसा प्राप्त झाला (जोखणत संपात सांगता तो पर्यंत)

पेटेदार :-

दर रीज :-

दर रीज :-

ता. १	अ. २	का. ३	नविन धारण करणारा (१) पेटेदार (२) अथवा इनर वोगा भरणाऱा (३)	माहीतदार मदी ४
१९६०	३५	३५	जि. व्हा. री. मारी - मुंबई इ. नगर - जि. व्हा. री. मारी - मुंबई इ. नगर	१९६०
१९६०	३५	३५	जि. व्हा. री. मारी - मुंबई इ. नगर - जि. व्हा. री. मारी - मुंबई इ. नगर	१९६०
१९६०	३५	३५	जि. व्हा. री. मारी - मुंबई इ. नगर - जि. व्हा. री. मारी - मुंबई इ. नगर	१९६०

(६३३ नो. १६३)



1	2	3	4
१	<p>१) ११७ गांव कडीम व १५ गां          २) ११७ गांव कडीम व १५ गां          ३) ११७ गांव कडीम व १५ गां          ४) ११७ गांव कडीम व १५ गां          ५) ११७ गांव कडीम व १५ गां          ६) ११७ गांव कडीम व १५ गां          ७) ११७ गांव कडीम व १५ गां          ८) ११७ गांव कडीम व १५ गां          ९) ११७ गांव कडीम व १५ गां          १०) ११७ गांव कडीम व १५ गां</p>	<p>(11)          मुंबई महानगर प्रदेश विकास          प्राधिकरण</p> <p>(12) उद्योग विभाग</p>	<p>११७ गांव कडीम व १५ गां          ११७ गांव कडीम व १५ गां          ११७ गांव कडीम व १५ गां          ११७ गांव कडीम व १५ गां          ११७ गांव कडीम व १५ गां          ११७ गांव कडीम व १५ गां          ११७ गांव कडीम व १५ गां          ११७ गांव कडीम व १५ गां          ११७ गांव कडीम व १५ गां          ११७ गांव कडीम व १५ गां          ११७ गांव कडीम व १५ गां</p>

अर्ज केल्याची तारीख ... २०१७.०५.०५ ... एकूण शुल्क १  
 मकळ तयार तारीख ... २०१७.०५.०५ ... मकळेचे शुल्क १  
 मकळ विलंबाची तारीख ... २०१७.०५.०५ ... मकळेचे अधिभार शुल्क १  
 तयार करणार ... २०१७.०५.०५ ... तयारशी शुल्क :-  
 तयारशी करणार ... २०१७.०५.०५ ... करणारी शुल्क :-  
 खरी मकळ ... २०१७.०५.०५ ... रक्कम १

जिल्हा निरीक्षक, मुंबई  
 तथा नगर भू-मापन अधिकारी क्र १  
 मुंबई उपनगर जिल्हा, मुंबई.

सिव्हीटिज शुल्क  
 एकूण रक्कम





# मालमत्तेच्या रजिस्टर कार्डातील उतारा



मिठी नंबर - १११	सालाह	पुस्तक	क्रमांक
०	१००३६-३	-	

दिवादीचे नाव

नविन धारण करणाऱ्याचे नाव

कृता प्राप्त झाल्या (जोसमंत संपत्ती मालमत्तेचे पत्र)

पेट्टार:-

संज्ञा

संज्ञा

क्रमांक	संज्ञा	व्याप्त नं.	नविन धारण करणारा (१) पेट्टार (२) अथवा इतर योना असणारा (३)	मालमत्तेचे वही
१	मिनाशेती आदेश	३	नाश क्र. ६ पत्र	१११-१४४ १०/३/३३ १०/३/३३
२	संपत्ती अर्जा प्रमाणे	५	श्री. राजी आनंद शाह वगैरे ५-ची उत्तर एकात्मिक नावे नुसती केली.	१११-२०० १०/३/३३ १०/३/३३ १०/३/३३

(संज्ञा नं. ५६१)









# मालमत्तेच्या रजिस्टर कार्डातील उतारा

गिटी क्र.पत्र	गाण्ड्या	कुल कुटूंबी	जिल्हा
सं. नं. १	अथकल चौमी २८५१३-० १ १	सत्ता प्रकार	सरकारला भरलेल्या सान्याच्या अथ्या गंधाना तपशील व नो फंडा प्रदानावयाचा

टीपे इतक

मालमत्ते करणाऱ्याचे नाव

कसा प्राप्त झाले (कारण तपस न्याया नो फंडा)

पट्टेदार :-

इतर :-

सारील	गवदार	घाण्डम नं.	नविन भाग करणारा (१) पट्टेदार (२) अथवा रनर जोडा असणारा (३)	माफीदालत सही
१	२	३	४	५
१	१२३४	५६७८	<p>(क) मालमत्तेदार अथवा</p> <p>जिल्हा अधिकारी</p> <p>(ख) जिल्हा सचिव</p>	<p>सही :-</p> <p>जिल्हा सचिव</p> <p>१२/११/८०</p>

(२)









मालमत्तेच्या रजिस्टर कार्डातील उतारा

पिडी मध्ये पारदर्शिता	नाम	संख्या	शिक्षण	पुरवठा उपनाम
७	अप्रकाश चौमी	२५३३-७		मरकाला भरलेल्या सात्याचा अफवा संध्याचा तपशील व नोंद पड्यापाचा

जे रजिस्टर  
जे भाष्य मर्यादाचे नम  
जा प्राप्त झाला (नोंद घ्यायला लागला नो पॅन)  
रेटिंग :-  
वेळी :-  
तर रीत :-

क्र	व्यवहार	आयुष्य नं.	नविन भाषण करणाऱ्या (१) पध्दत (२) अथवा इतर योजना असणार (३)	माहीदाखल माही
७	न.प.स. ७ न.स. ३१ १८-६.४० १९७९-८० १९८०-८१ १९८१-८२ १९८२-८३ १९८३-८४ १९८४-८५ १९८५-८६ १९८६-८७ १९८७-८८ १९८८-८९ १९८९-९० १९९०-९१ १९९१-९२ १९९२-९३ १९९३-९४ १९९४-९५ १९९५-९६ १९९६-९७ १९९७-९८ १९९८-९९ २०००-०१ २००१-०२ २००२-०३ २००३-०४ २००४-०५ २००५-०६ २००६-०७ २००७-०८ २००८-०९ २००९-१० २०१०-११ २०११-१२ २०१२-१३ २०१३-१४ २०१४-१५ २०१५-१६ २०१६-१७ २०१७-१८ २०१८-१९ २०१९-२० २०२०-२१ २०२१-२२ २०२२-२३ २०२३-२४ २०२४-२५ २०२५-२६ २०२६-२७ २०२७-२८ २०२८-२९ २०२९-३०	३	(१) मुंबई महानगर क्षेत्र विकास प्राधिकरण (२) डॉ. एम. वसंत	माहिती उपलब्ध १९८०-८१ २०००-०१ २००५-०६ २०१०-११ २०१५-१६ २०२०-२१ २०२५-२६ २०३०-३१

(२-१५)



१११३१०० वि. नि. प. व. वि. नि.  
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 वि. नि. प. व. वि. नि.  
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 वि. नि. प. व. वि. नि.  
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 24335-9

(11) वि. नि. प. व. वि. नि.  
 वि. नि. प. व. वि. नि.

(12) वि. नि. प. व. वि. नि.

नम. वि. नि. प. व. वि. नि. - १११३१०० - वृत्त नम.  
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 नम. वि. नि. प. व. वि. नि. - १११३१०० - नम. वि. नि. प. व. वि. नि.

वि. नि. प. व. वि. नि. १११३१००  
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 वि. नि. प. व. वि. नि. १११३१००  
 वि. नि. प. व. वि. नि. १११३१००



Note:  
 This is a true copy of the extract of P. R. Case which forms part of the office record and the area of the property referred to there in is.....  
 - five hundred thirty three and point one square meters only  
 which has been verified with the original and to correct out of the entry dt. 21-3-90 stands in the name of Bombay Metropolitan Regional Development Authority as far as the area in Sector IV A is 26533-1 sqm. [i.e. Twenty six thousand - five hundred thirty three and point one square meters only]

W. L. J.  
 Superintendent of Land Records  
 (S.D.) Bombay 22.5.90













# मालमत्तेच्या रजिस्टर कार्डातील उतरास

दिनांक	गाव	कृषक	जिल्हा	सुद्धी उपनगर
39	92208-3 2320-4	सुद्धी	सुद्धी	सुद्धी

मालमत्तेच्या रजिस्टर कार्डातील उतरास सादर नोंद घ्यावी (संशयाने तपास सादर नोंद घ्यावी)

पट्टेदार:-

सुद्धी

क्र.सं.	पट्टेदार	पट्टेदार नं.	मालमत्तेच्या रजिस्टर कार्डातील उतरास (१) पट्टेदार (२) अथवा रजिस्टर कार्डातील उतरास (३)	मालमत्तेच्या रजिस्टर कार्डातील उतरास (४)
1	सुद्धी	92208-3	(11) सुद्धी मालमत्तेच्या रजिस्टर कार्डातील उतरास (१) पट्टेदार (२) अथवा रजिस्टर कार्डातील उतरास (३)	सुद्धी मालमत्तेच्या रजिस्टर कार्डातील उतरास (४)
2	सुद्धी	92208-3	(12) सुद्धी मालमत्तेच्या रजिस्टर कार्डातील उतरास (१) पट्टेदार (२) अथवा रजिस्टर कार्डातील उतरास (३)	सुद्धी मालमत्तेच्या रजिस्टर कार्डातील उतरास (४)

सुद्धी मालमत्तेच्या रजिस्टर कार्डातील उतरास (१) पट्टेदार (२) अथवा रजिस्टर कार्डातील उतरास (३)

सुद्धी मालमत्तेच्या रजिस्टर कार्डातील उतरास (४)



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This is - true copy of the extract of  
 P. R. 131 which is a part of the  
 office record and the area of the  
 property referred to there in is  
 15 415... eight sq. meters  
 which has been verified with the  
 original and is correct and is above  
 the entry dt. 21-3-90 entered  
 in the name of Bombay  
 Metropolitan Regional Development  
 Authority as in the  
 area in sector 10 A  
 this entry is - 56.2 sq. meters  
 (i.e. Fifty six and point two sq. meters)

(BSD) Bombay 22-5-90





मालमत्तेच्या रजिस्टर कार्डातील उतारा

पत्ती नंबर प्रती, गावस, प्लॉट नंबर, विस्था, मुंबई उपनगर

नंबर	शेअर वीची	सत्ता प्रकार	सरकारला भरलेल्या ताऱ्याचा अपवा व्यंदाचा तपशील व तो केवळ बदलावपाचा
९	१००१७८-३ १-३१-६	१	
१०	१००१८६-७	१	

पुढील वारणांमध्ये गोप

व्यंदाचा (संपूर्ण तपसा सातत्याने पर्वन)

व्यंदाचा (संपूर्ण तपसा सातत्याने पर्वन)

नव्विन धारण करणाऱ्या (५) पट्टेदार (५)	अपवा इतर कोठा भागण (६)	वासीदालत तशी
१. १००१७८-३	१	१. १००१७८-३
२. १००१८६-७	१	२. १००१८६-७
३. १००१९४-९	१	३. १००१९४-९
४. १००२०२-१	१	४. १००२०२-१
५. १००२१०-३	१	५. १००२१०-३
६. १००२१८-५	१	६. १००२१८-५
७. १००२२६-७	१	७. १००२२६-७
८. १००२३४-९	१	८. १००२३४-९
९. १००२४२-१	१	९. १००२४२-१
१०. १००२५०-३	१	१०. १००२५०-३

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910106  
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 मन्त्रालय  
 नं-१०११  
 दि-१०/११/५१

जलसंचयन विभाग-११-१  
 को-निर्देश-११-१  
 दि-१०/११/५१  
 (1) सहायक सहायक सहायक,  
 विभाग-११-१

910107  
 को-निर्देश  
 नं-१०११  
 दि-१०/११/५१  
 सहायक सहायक  
 वि-मन्त्र  
 नं-१०११  
 दि-१०/११/५१

Section II No. 7  
 क्षेत्र ११-१  
 (1) सहायक सहायक  
 विभाग-११-१

2113100  
 को-निर्देश  
 नं-१०११  
 दि-१०/११/५१  
 सहायक सहायक  
 वि-मन्त्र  
 नं-१०११  
 दि-१०/११/५१

Section III No. 1  
 क्षेत्र १०-१-०  
 (1) सहायक सहायक  
 विभाग-११-१

4046  
 This is a true copy of the extract of  
 the original which forms part of the  
 title deed and the area of the  
 property referred to here is (in  
 words) 4046 (Four thousand and  
 forty six) sq. ft. which is one hundred  
 and thirty six per cent of the area  
 which has been valued with the  
 original and is correct out of the above the  
 area of 12000 sq. ft. stands in the name of  
 the Metropolitan Development Authority  
 as per the area in section II A against  
 this entry 15-7515-3 sample. Five seven  
 thousand five hundred fifteen and point  
 three square feet

को-निर्देश-११-१  
 दि-१०/११/५१  
 सहायक सहायक  
 विभाग-११-१

22.5.90  
 Superintendent Land Records  
 (UED) Bombay

CERTIFIED TRUE COPY

(S. G. AKSHEKAR)  
 ARCHITECT





मालमत्तेच्या रजिस्टर कार्डातील उतारा

संश्लेषक	वारदात	सुत्र क्रमांक	जिल्हा
संश्लेषक चीर्गी		सचा प्रकार	सरकारला भरलेल्या साऱ्याचा अफवा वंधाचा तपशील व नो फंडा पदलापदाचा
ED EC-0 1 2			

कारणावधाने माय  
 घाला (जो रजिस्टर तपशील घाला नो पधेन)

क्रमांक	कारणावधाने	सविन धारण करणाऱ्या (प) पेटेदार (प) अथवा इतर पोता अंतर्णा (र)	मागीरवाल तारी
1. 12. 19	संश्लेषक	मु. वि. शिंदे - 17 उदर निवास सा. वि. रस्ता	रजि. 17 24/11
2. 13. 19	संश्लेषक	के. वि. शिंदे - 17 उदर निवास सा. वि. रस्ता	रजि. 17 24/11
3. 14. 19	संश्लेषक	के. वि. शिंदे - 17 उदर निवास सा. वि. रस्ता	रजि. 17 24/11
4. 15. 19	संश्लेषक	के. वि. शिंदे - 17 उदर निवास सा. वि. रस्ता	रजि. 17 24/11
5. 16. 19	संश्लेषक	के. वि. शिंदे - 17 उदर निवास सा. वि. रस्ता	रजि. 17 24/11
6. 17. 19	संश्लेषक	के. वि. शिंदे - 17 उदर निवास सा. वि. रस्ता	रजि. 17 24/11
7. 18. 19	संश्लेषक	के. वि. शिंदे - 17 उदर निवास सा. वि. रस्ता	रजि. 17 24/11
8. 19. 19	संश्लेषक	के. वि. शिंदे - 17 उदर निवास सा. वि. रस्ता	रजि. 17 24/11
9. 20. 19	संश्लेषक	के. वि. शिंदे - 17 उदर निवास सा. वि. रस्ता	रजि. 17 24/11
10. 21. 19	संश्लेषक	के. वि. शिंदे - 17 उदर निवास सा. वि. रस्ता	रजि. 17 24/11

(संश्लेषक)



15170  
 1. नो. नि. 20-4 नं. 4  
 2. नं. 119  
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 10. नं. 119

Sector IV A.  
 प्लॉट 5034-0  
 संख्यांक 622-0  
 5064-0  
 (H) गुंथे-अनुमति प्रोत्त  
 विस्तार-अधिकार?  
 (L) नै-वी-दारीगा

असल कायदाची तारीख - 19/12/60 - एच. एच. एच.  
 नवकाय कायदा तारीख - 19/12/60 - नवकाय कायदा 3-64  
 नवकाय विस्तार तारीख - 25/12/60 - नवकाय विस्तार कायदा  
 नवकाय प्रमाण - 5764-0 - नवकाय प्रमाण  
 नवकाय विस्तार - 622-0 - नवकाय विस्तार  
 नवकाय कायदा - 5064-0 - नवकाय कायदा  
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 नवकाय कायदा - 5064-0 - नवकाय कायदा  
 नवकाय विस्तार - 622-0 - नवकाय विस्तार  
 नवकाय कायदा - 5064-0 - नवकाय कायदा  
 नवकाय विस्तार - 622-0 - नवकाय विस्तार

Now:  
 This is a true copy of the extract of  
 P. R. Card which forms part of the  
 office record and the area of the  
 property referred to there in is  
 (168-0 m<sup>2</sup>) i. e. six thousand one hundred  
 - sixty-eight only Sq. Mts.  
 which has been verified with the  
 original and is correct as per  
 above the entry dt. 21-3-90  
 stands in the name of  
 Bombay Metropolitan Development  
 Authority as H and the  
 area in sector IV A against  
 this entry is - 5764-0 square mts.  
 [i.e. Five thousand seven hundred  
 - sixty-four square mts only]  
 with the  
 Superintendent and Records 22.5.90  
 (A.S.) Bombay



# मालमत्तेच्या रजिस्टर कार्डातील उतारा



मिठी क्र. व नंबर	मागदण	कंत्र नुसरी	जिल्हा
१२	१२४०७-०	—	सरकारला भरलेल्या ताऱ्याचा, अपवा गंधाचा तपशील व तो देणा यदस्ताव्याचा

मालमत्तेचे दाय

१२ मध्ये पाहण वर्गावर्तवें नांव  
१२२२२

हस्त कला प्राप्त साला (आपण तपास सांगता नो पर्वन)

पट्टेदार :-

हस्त बाजे :-

हस्त बाजे :-

तारीख	पत्रदार	क्रमांक नं.	नविन पाहण करणारा (१) पट्टेदार (२) अथवा हस्त जोडा असणारा (३)	मागदीदाल तशी
१	२	३	४	५
१२/१०/२०१८	न. प्र. म. १	२११२११८	मुंबई कॅम्पस प्रोव्हा विकास आधीकरणा	सही २५/१० दिनांक २५/१०/२०१८ मुंबई कॅम्पस, मुंबई
	२११२११८	२११२११८	मु. प्र. म. लमि जी. सी. मणी जे. सी. हारीश	सही २५/१०/२०१८ दिनांक २५/१०/२०१८ मुंबई कॅम्पस, मुंबई

(२०१८)

213100  
पुणे  
पुणे नगरपालिका  
अर्थशास्त्र  
सूची  
पुणे नगरपालिका  
सूची

Sector IV A  
प्लॉट नं. 9040-0  
एअर 6029-0  
(1) पुणे नगरपालिका  
(2) पुणे नगरपालिका  
प्लॉट नं. 9040-0  
एअर 6029-0

पुणे नगरपालिका - 213100 - पुणे  
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पुणे नगरपालिका - 213100 - पुणे

This is a true copy of the extract of P. H. Card which forms part of the office record and the area of the property referred to there in is (2,407 sq. m) i.e. four hundred seventy seven only sq. mtr. which has been verified with the original and is correct and above the entry dt. 21-3-90 stands in the name of Bombay Metropolitan Regional Development Authority as per the area in sector IV A is 6029-0 sq. mtr. i.e. six thousand twenty nine square only.  
22.5.90  
RE (B&D) Bombay



Form 346  
88

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

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

CE/185/BPES/A/S of

No. E.B./CP/ /BS /A of 198 -198

MUNICIPAL OFFICE  
3 AUG 1992

MEMORANDUM

Bombay

To Shri Surendra Hiranandani & Others C.A. to Owners.

With reference to your Notice, letter No. .... dated ..... 198 and delivered on

..... 198, and the Plans, Sections, Specifications and Description and further particulars and details of your building at C.T.S. No. 4, 5, 8, 9, 10, 11, 16 & 17, 19 (all in parts)

furnished to me under your letter, dated ..... 198 I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corporation Act, as amended up-to-date, my disapproval thereof by reasons :-

- A) That the letter from the owner appointing Registered Structural Engineer is not submitted and the structural designs and calculations for proposed work are not submitted through him along with the supervision memo before starting the work.
- B) That compound wall is not constructed clear of road widening line with foundation below the level of the bottom of road side drain without obstructing the flow of rain water from adjoining holding to prove the possession of the holding before starting the work.
- C) That the notice under Section 347(1)(aa) of the Bombay Municipal Corporation Act will not be sent for intimating the date of commencement of the work and intimation will not be sent to this office for checking the open spaces and building dimensions as soon as the plinth work is completed.
- D) That certificate under Section 270-A of Bombay Municipal Corporation Act will not be obtained from Hydraulic Engineer regarding sufficiency of water supply.
- E) That clearance certificate from Assessment Department regarding upto date payment of Municipal taxes etc. will not be submitted.
- F) That adequate No. of trees will not be planted at site as per the standard requirements.
- G) That adequate care will not be taken to safeguard the trees existing on the plot while carrying out the construction work.
- H) That adequate ~~care~~ and decent temporary sanitary accommodation will not be provided for construction workers at site before starting the work.
- I) That the arrangement for moveable refuse container of 1 Cu.m. capacity as per the specifications of Chief Engineer (Solid Waste Management) shall not be provided on site before submitting Building Completion Certificate.
- J) That the requirements of bye law 4(c) will not be complied with before starting the drainage work and in case municipal sewer is not laid, the drainage work will not be carried out as per the ~~requirements~~ requirements of Executive Engineer (Sewerage Project) Planning and Completion Certificate from him will not be submitted.
- K) That surrounding open spaces, parking spaces and terraces will not be properly consolidated, paved with concrete, asphalt or ladi, sloped and drained.
- L) That certificate to the effect that the licensed surveyor has effectively supervised the work and has carried out tests for checking leakages through sanitary blocks, terraces, fixtures, joints in drainage pipes etc. and that the workmanship is found very satisfactory shall not be submitted.
- M) That the requirements of bye law 5(b&c) will not be complied with as the sanitary block lobbies do not abut open space.
- N) That three sets of plans mounted on canvas will not be submitted.



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

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

Subject to your so modifying your intention as to obviate the before mentioned objections and requirements, but not otherwise you will be at liberty to proceed with the said building or work at any time on the 27th day of Aug. 1953, but not so as to contravene any of the provisions of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

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

*[Signature]*  
Executive Engineer, Building Prop  
Zone. CES Wards

### SPECIAL INSTRUCTIONS

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS YOUR PROPERTY

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Bombay has empowered the City Engineer to exercise, perform and discharge the powers 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 pitch 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 then existing or after to be laid, in such street."

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

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

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable for property taxes is required to give notice of erection of a new building or occupation of a building which is vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Non-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 date in the current year in which the completion or occupation is detected by the Assessor and Collector Department.

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

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

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

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Bombay Suburban District before the work is started. The Non-agricultural assessment shall be paid at the rate 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.



Municipal Corporation of Greater Bombay

NO. CE/185/BPES/A/S of

3 AUG 1992

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Office of the:  
Dy. Chief Engineer,  
(Bldg. Proposals) (Eastern Suburbs),  
4th Floor, Municipal Transport Garage Bldg.,  
Behind FIST Depot,  
Pani Nagar, Ghatkopar (East),  
Bombay-400 075.

- O) That the copy of the Intimation of Disapproval conditions and other layout or sub-division conditions imposed by the Corporation in connection with the development at the site shall not be given to the would be purchaser and also displayed at site.
- P) That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.
- Q) That the road lines will not be got demarcated at site jointly with the representatives of Assistant Engineer (Survey) (Eastern Suburbs), Executive Engineer (Development Plan), Executive Engineer (Traffic & Co-ordination) before starting the work.
- R) That the debris will not be removed before submitting the building completion certificate and deposit Rs. will not be paid before starting the work towards faithful compliance thereof.
- S) That a copy of the agreement subject to which flats etc. are sold to the purchasers shall not be submitted.
- T) That a Janata Insurance Policy or Policy to cover the compensation claims arising out of Workmen's Compensation Act, 1923 will not be taken out before starting the work and will not be renewed during the construction of work.
- U) That some of passages and lobbies will not be properly lighted and ventilated.
- V) That the carriage entrance across road side drain will not be provided before starting the work.
- W) That the N.A. Permission from the Collector of Bombay will not be submitted.
- X) That No Objection Certificate from Civil Aviation Department for the proposed height of the building will not be submitted before reaching the work upto 22'-0" height.
- Y) That the surface drainage and storm water drain arrangement will not be made in consultation with the Executive Engineer, Storm Water Drains (Suburbs).
- Z) That the means of access will not be constructed water bound macadam before starting the work and will not be constructed, asphalted, drained, sewered, lighted etc. and the date of starting and completion of work will not be intimated to the Executive Engineer, Road Construction (Eastern Suburbs) and necessary certificate from him will not be obtained.
- 21) That low lying plot will not be filled upto a reduced level atleast 92 Town Hall Datum or 6" above adjoining road level which ever is higher with murum, earth, boulders, etc. levelled and rolled to the satisfaction of the City Engineer.
- 22) That the land in set back or going under development plan road for which F.S.I. advantage is taken will not be filled up and brought in level with the surrounding plot area.
- 23) That the land in set back portion or going under Development Plan for which F.S.I. advantage is availed of will not be handed over to the Municipal Corporation before commencement of the work and that the land handed over to the Municipal Corporation will not be got transferred in the record of City Survey office in the name of the Municipal Corporation.
- 24) That the plot will not be got demarcated through the District Inspector of Land Records before proceeding further with the work after the plinth is constructed and copy of the plan will not be submitted to this office.
- 25) That No Objection Certificate from Hydraulic Engineer for the proposed development will not be obtained and his requirements will not be complied with.
- 26) That the registered undertaking in quadruplicate and additional copy of the plan is not submitted for agreeing to hand over set back land to the Corporation free of compensation.

..3..



- 227) That the conveyance deed will not be finalised in the name of the Society and submitted before starting the work.
- 28) That the Registered Undertaking agreeing to form Co-op. Housing Society will not be submitted before starting the work.
- 29) That the conditions mentioned in the Tripartite agreement dated 19/11/86 in between original owners B.M.R.D.A. and Government of Maharashtra will not be complied with.
- 210) That the conditions mentioned in the lease agreement between B.M.R.D.A. and owner of land dated 19/11/86 will not be complied with.
- 211) That the Society will not be formed and got registered and true copy of the Registration of the Society will not be submitted.
- 212) That the terms and conditions of the sanctioned sub-division layout will not be complied with.
- 213) That the proposal for amended layout/sub-division will not be submitted and got approved before starting the work and terms and conditions thereof will not be complied with.
- 214) That federation of all the Societies in the layout for construction and maintenance of the infrastructure will not be formed.
- 215) That the certificate from Lift Inspector regarding satisfactory installation and operation of the lift will not be submitted.
- 216) That the certificate from Ward Officer stating that no compensation is paid for the set back land with area details will not be submitted.
- 217) That commencement certificate under Section 45 of the Maharashtra Regional and Town Planning Act, 1966 will not be obtained before starting the work.
- 218) That the requirements of Chief Fire Officer under No. FBM/39 dated 17/7/92 shall not be complied with before request for occupation permission.
- 219) That the requirements of "Tree Authority" will not be obtained and complied with.
- 220) That the requirements of Dy. Chief Engineer (Sewerage Project) will not be obtained and complied with and completion certificate to that effect will not be submitted.
- 221) That No Objection Certificate from respective electric Supply Co. for proposed electric sub-station in this layout will not be submitted.
- 222) That the conditions mentioned in the clearance obtained from the Competent Authority under U.L. (&R) Act, 1976 will not be complied with.
- 223) That the conditions mentioned in clearance order under No. ADM(L)/Acq/Powai/Exemption)114/87 of 12/2/87 will not be complied with.
- 224) That the permanent access will not be provided as the present access to this development through the reservation for Car parking is granted as a temporary access vide Dy. Chief Engineer (Development Plan) IS's letter dated 26/11/87.
- 225) That the remarks from the Assistant Engineer, Water Works regarding location, size, capacity of suction tank, overhead storage tank for proposed and existing work will not be submitted before starting the work and his requirements will not be complied with.
- 226) That the capacity of the overhead tank will not be provided as per the 'P' form issued by the department of the Hydraulic Engineer and Structural Design to that effect submitted before requesting to grant commencement certificate.
- 227) That the provision will not be made for making available water for flushing and other non-potable purposes through a system of borewells and pumping that water through a separate overhead tank which will be connected to the drainage system and will not have any chance of mixing with the normal water supply of the Corporation.



Municipal Corporation of Greater Bombay

NO. CE/185/BPES/A/S of

3 AUG 1992

-4-

Office of the:  
Dy. Chief Engineer,  
(Dy. Engineer) (Eastern Suburbs)  
4th Floor, Municipal Transport Garage Bldg.,  
Behind S. S. Depot,  
Pant Nagar, Ghatkopar (East),  
Bombay-400 075.

- Z28) That the work shall not be carried out under supervision and guidance of a qualified supervisor and his name and qualifications shall not be intimated to this office.
- Z29) That all conditions mentioned in this I.O.D. shall not be complied with and refund of security deposit shall not be claimed within 6 years from the date of issue of the I.O.D.
- Z30) That the adequate care in planning, designing and carrying out construction, will not be taken in the proposed building to provide for the consequence of settlement of the floors and plinth filling etc.
- Z31) That the common antenna will not be provided for the benefit of all members of the building.
- Z32) That the name of the building, location, C.T.S. Nos. and street etc. shall not be exhibited or displayed at site.
- Z33) That the Board saying "Toilet for Servants" will not be displayed on Servant's toilet and clause shall be incorporated in the agreement for Sale of Flats regarding provision of Servant toilet on every floor as a common facility for servants use only.
- Z34) That the existing ground level as well as proposed levels of development of the plot under reference will not be stated.

- NOTE : 1) The work shall be started after compliance of objections C, H, T & Z17.
- 2) The C.C. will be issued after compliance of objections A, E, Q, R, W, X, Y, Z, Z6, Z8, Z18, Z19, Z25, & Z28.

  
for Executive Engineer Building Proposal,  
( Eastern Suburbs. )



3 AUG 1992

N O B E S

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

- (i) Specific plans in respect of evicting or rehousing the existing tenants on your stating their number and the area in occupation of each.
- (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail of the alternative accommodation in the proposed structure at standard rent.
- (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.

(22) In case of extension to existing building, blocking of existing windows of rooms deriving light and air from other sides should be done first before starting the work.

(23) In case of additional floor no work should be start before or during monsoon which will cause raise water leakage and consequent nuisance to the tenants staying on the floor below.

(24) The bottom of the over head storage work above the finished level of the terrace shall not be more than 1 metre.

(25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary, is obtained.

(26) It is to be understood that the foundations must be excavated down to hard soil.

(27) The positions of the manholes and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.

(28) The water arrangement must be carried out in strict accordance with the Municipal requirements.

(29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Bombay, as required in Section 381 A of the Municipal Corporation Act.

(30) All gully traps and open channel drains shall be provided with tight fitting mosquito proof covers made of wrought iron plates on hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap cover in one piece, with locking arrangement provided with a bolt and nuts screwed on tightly serving the purpose of a lock and the warning pipes of the cisterns protected with screw on dome shaped pieces (like a garden zari rose) with copper plates with perforations each not exceeding 1.5 mm in diameter. The cistern shall be made easily, safely and permanently accessible by providing a firmly fixed iron ladder, the upper ends of the ladder should be curved and extended 60 cms. above the top where they are to be fixed and its lower ends in cement concrete blocks.

(31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles do not to the use of plane glass for coping over compound wall.

(32) (a) Louvres should be provided as required by Byelaw No. 5 (b).  
(b) Lintels or Arches should be provided over Door and Window openings.

(c) The drains should be laid as required under Section 234-1(a).  
(d) The inspection chamber should be plastered inside and outside.

33) If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk.

*[Signature]*  
Executive Engineer, Building Proposals  
Zone.....  
Work.....



VALID UP TO

14 DEC 1993

Rota: 2000 (Gen-362:31.7.91) - DyCHE (BP) (ES)

MUNICIPAL CORPORATION OF GREATER BOMBAY

NO. CE/ 185 /BPES/ AS. of 15 DEC 1992

COMMENCEMENT CERTIFICATE

Permission is hereby granted under Section 45 of the Maharashtra Regional and Town Planning Act (Maharashtra Act No. XXXVII of 1966) to *Shri Surendra Hivanandani & Others c.A to owners.* Applicant to the development work of *prop. Bldg. No. 3 in sector IV-A.* at premises at Street No. *On plot C.T. Survey No. 4, 5, 8, 9, 10, 11, 16, 17 & 19* Hissa No. *Powai.* of Village *Powai.* situated at *Powai (all pts.)* on the following conditions viz.:-

1. This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay, if (a) the Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans, (b) any of the conditions, subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with, (c) the Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966, the Municipal Commissioner has appointed *Shri N. B. Rakhode*, Executive Engineer to exercise his powers and sanctions of the Planning Authority under Section 45 of the said Act.

2. This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter.

3. This Commencement Certificate is renewable every year but such extended period shall 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 and Town Planning Act, 1966.

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

*C.C. upto stilt slab*

for and on behalf of the Local Authority  
The Municipal Corporation of Greater Bombay.

CE/ 185 /BPES/ AS

3 JUN 1993

*M. R. Rakhode*  
Executive Engineer, Building Proposals  
(Eastern Suburbs)

*C.C. upto 8th floor.*

For Municipal Commissioner  
for Greater Bombay.

*M. R. Rakhode*  
*3.6.93*  
Executive Engineer Building Proposals,  
(Eastern Suburbs.)



14 DEC 1993

CEI 185 / BPES / A/S

CEI 185 / BPES / A/S

26 DEC 1993

14 DEC 1993

Full C.C.

J. H. Hall  
6.12.93  
Executive Engineer Building Proposal,  
(Eastern Suburbs.)

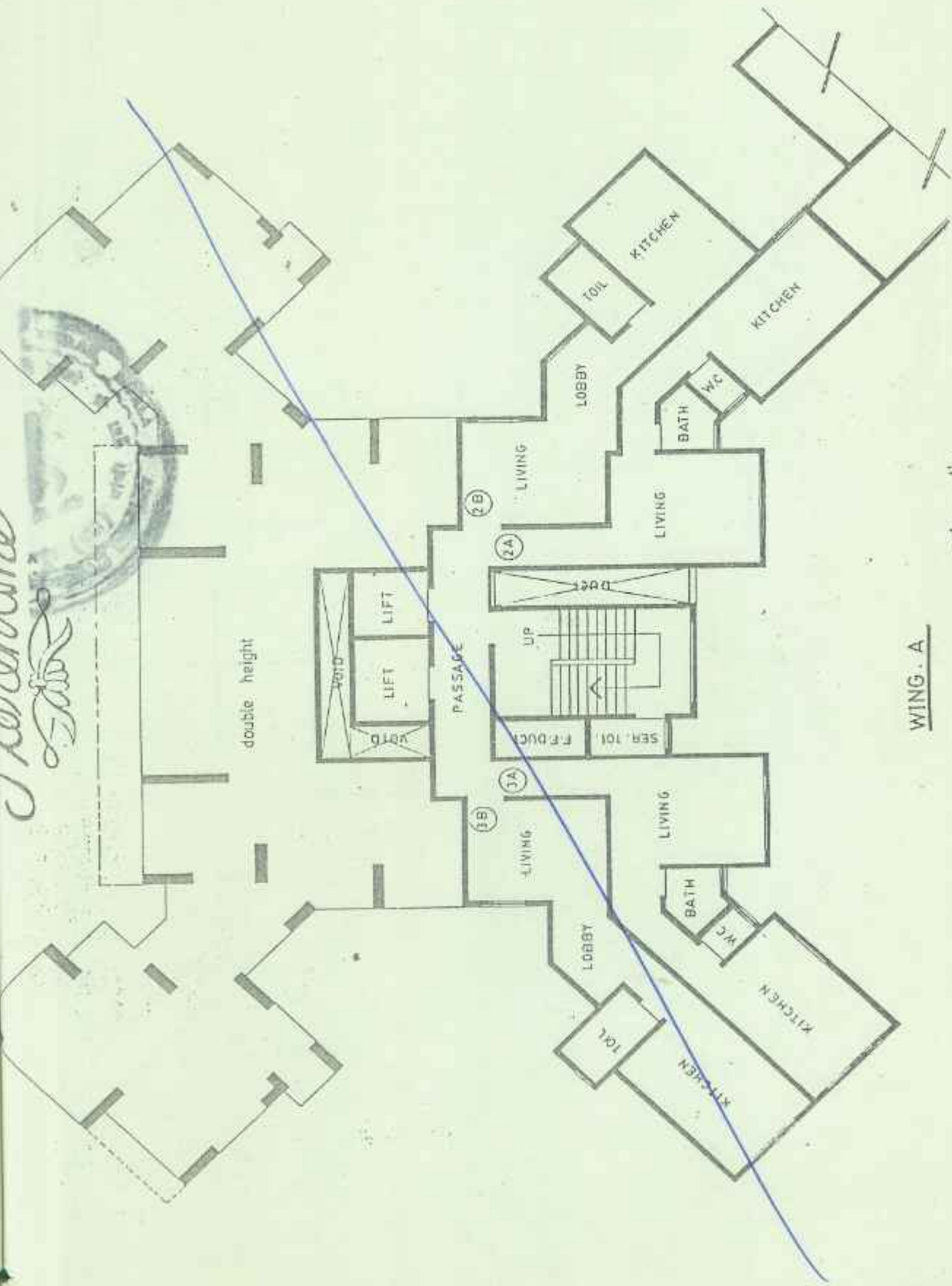


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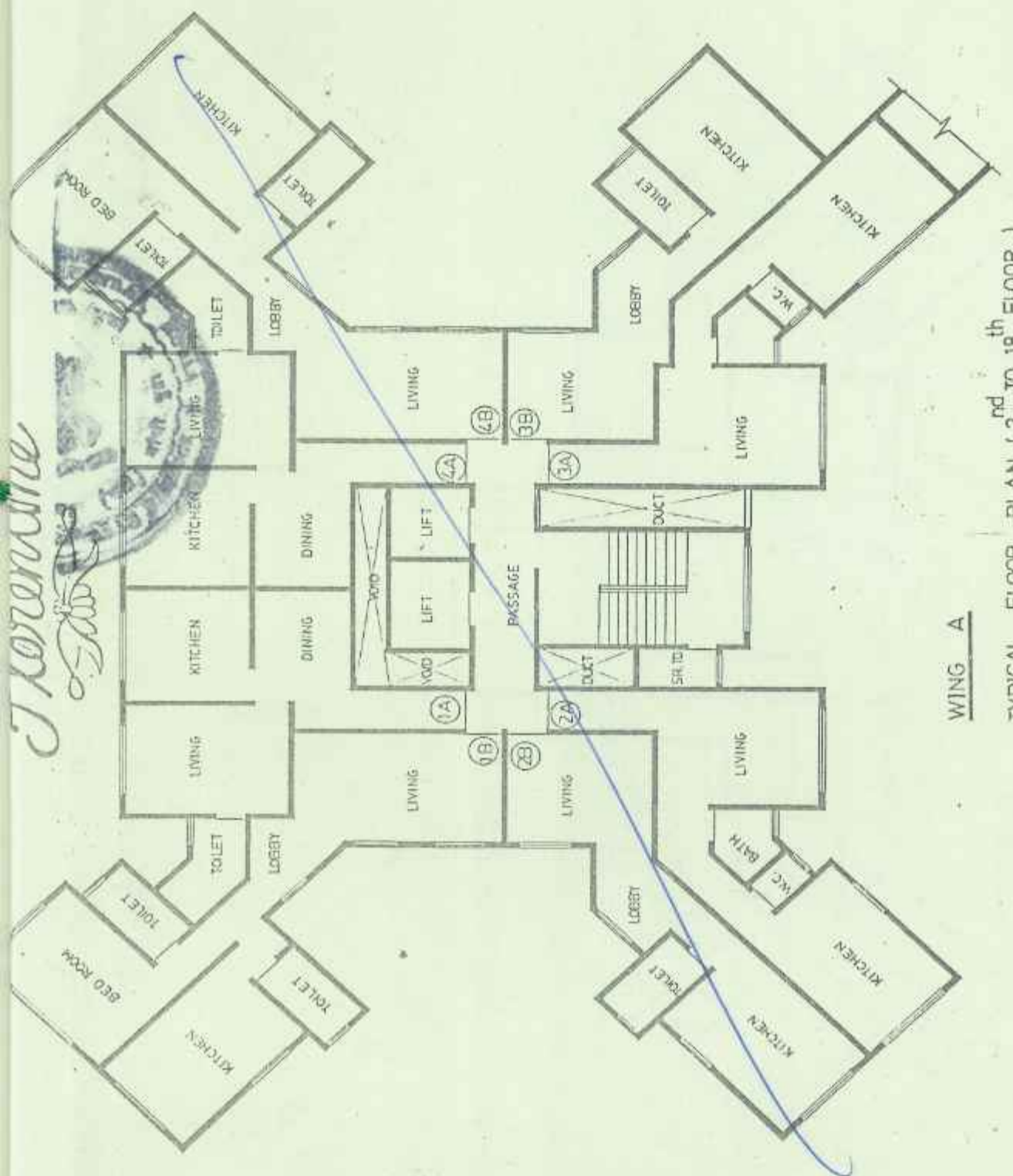


WING . A

FIRST FLOOR PLAN ( 2 TO 18<sup>th</sup> FLOOR )



*Thorenia*

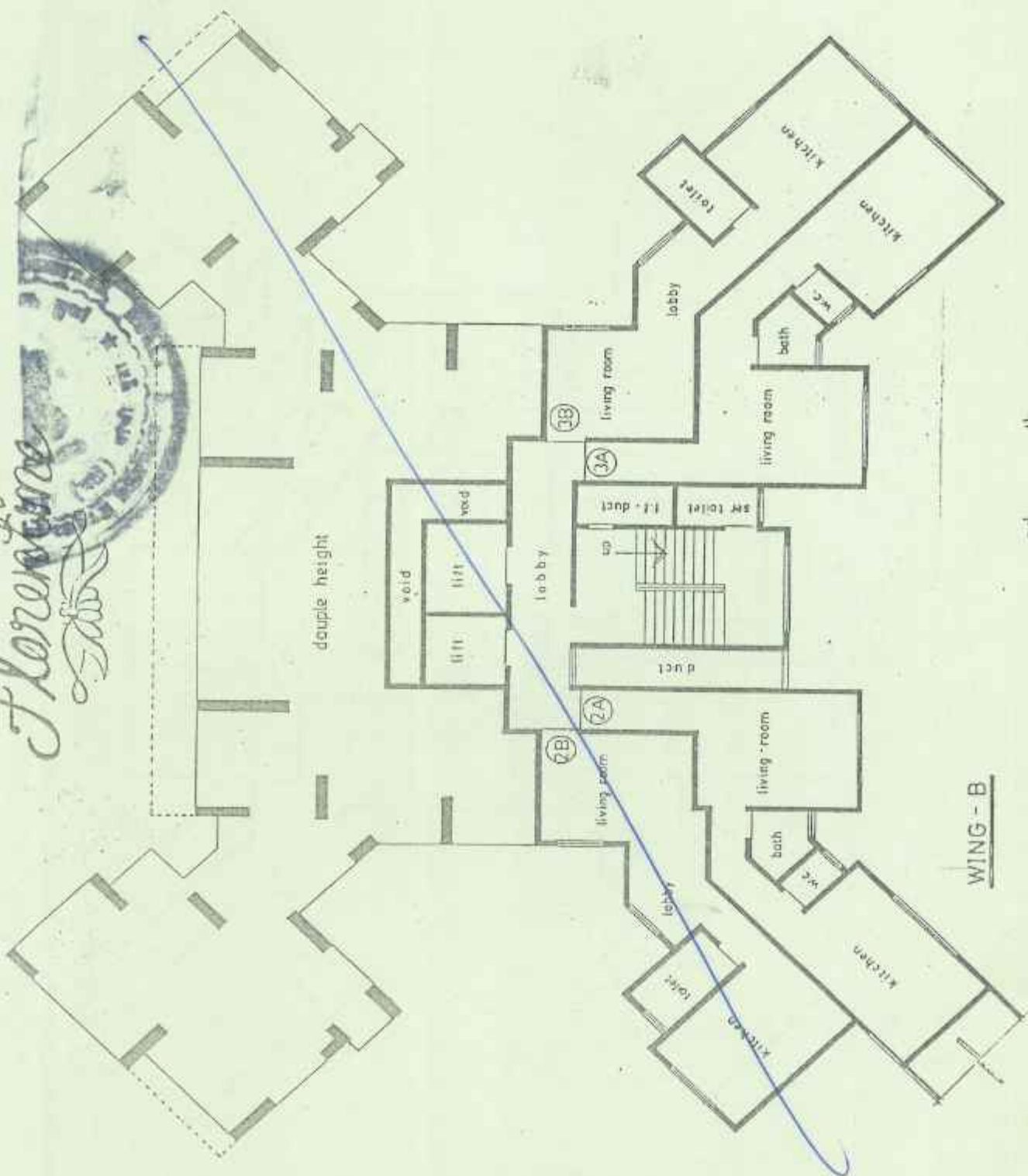


WING A

TYPICAL FLOOR PLAN ( 2<sup>nd</sup> TO 18<sup>th</sup> FLOOR )



*Florence*



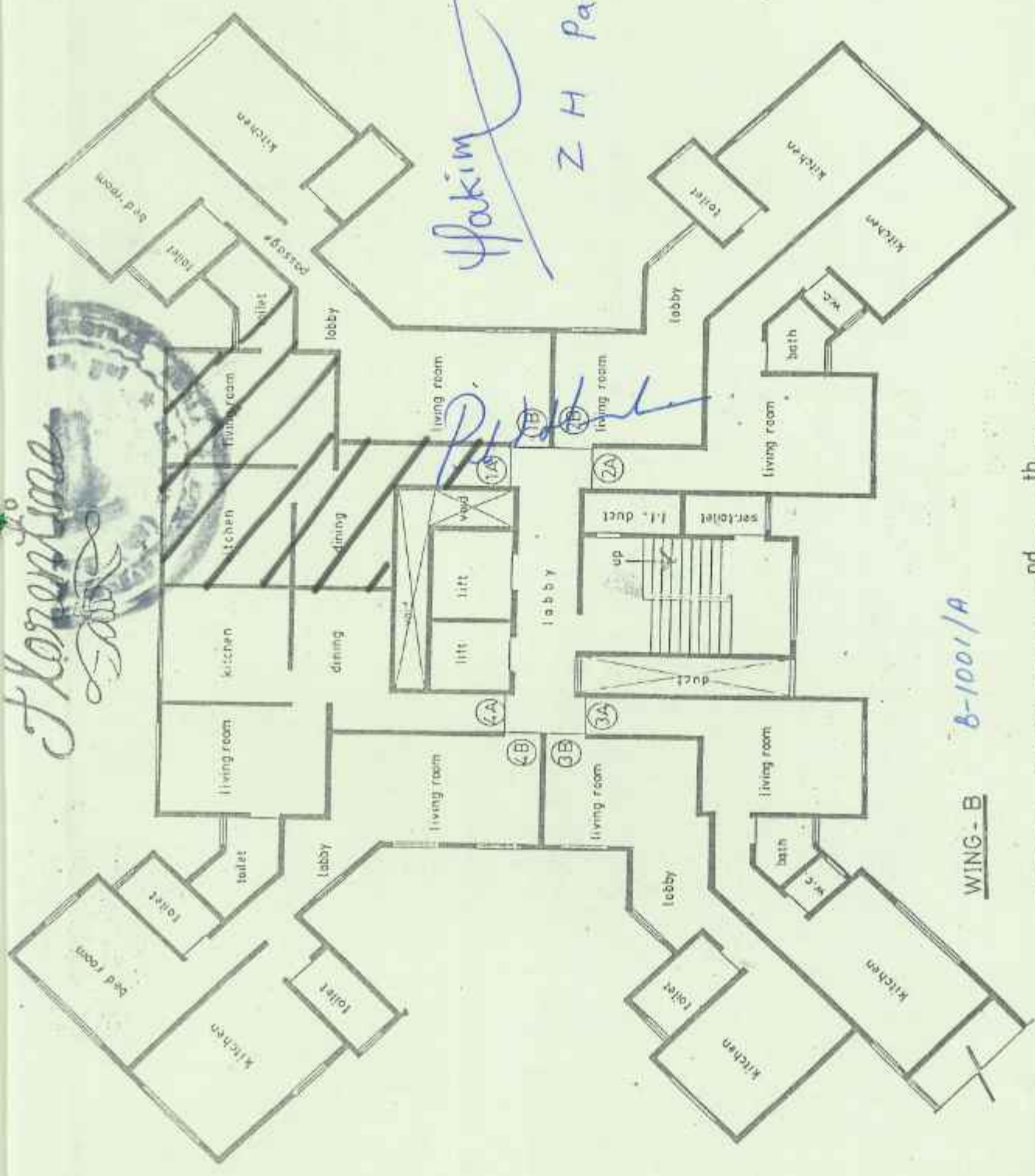
WING - B

FIRST FLOOR PLAN ( 2<sup>nd</sup> TO 18<sup>th</sup> FLOOR )



*Florentina*

*Hakim*  
*Z H Patanwala*



WING - B *B-1001/A*

TYPICAL FLOOR PLAN (2<sup>nd</sup> TO 18<sup>th</sup> FLOOR)



पत्रिका 3/282  
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मौजे :-  
तालुका :- कुर्ली  
जिल्हा :- मुंबई उपनगर.

~~पत्रिका~~  
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