

VIJAY BHARATI CONSUMERS CO-OP. SOCIETY LTD.

(Regn. No. BOM / CON / 487 / 80)

Plot Address : Plot No. 117, RSC II, Sector 2, Charkop, Kandivli (West), Mumbai 400 067.
Correspondence Address : Vishva Shanti Bldg., Gr. Floor, Near Subway, 7th Golibar Road,
Santacruz (East), Bombay 400 055. Tel. 869 55 52.

DATE : 13 / 01 / 2000.

To,
The Manager,
New India Co-Op. Bank Ltd.,
Charkop, Kandivli (W),
Mumbai - 400 067.

Ref : Flat No. 301 allotted to Mrs. Chitra Digamber Wagh in
Vijay Bharti Consumers Co-Op. Society Ltd., situated at
Plot No. 117, RSC - II, Sector No. 2, Charkop, Kandivli (West),
Mumbai - 400 067.

Sub: No Objection Certificate to mortgage the above flat in favour of
New India Co-Op. Bank Ltd.,

Dear Sirs,

This is to confirm that the above Society registered under No. BOM / CON / 487 / 80
dated 28 / 04 / 80 is the owner of the above plot of land pursuant to the Agreement of
Lease No. 2052 dated 06 / 12 / 88 registered under No. 0320683 dated 06 / 01 / 89
and that the Society has allotted the above Flat to MRS. CHITRA DIGAMBER WAGH.

We hereby assure you that the said flat as well as the said land appurtenant thereto are not
subject to any encumbrance, charge of any kind whatsoever and that the title of entire
property is clear, free and marketable.

We further confirm that we have a clear, legal and marketable title to the said property
and every part thereof and that all taxes and dues in respect thereof have been paid upto
date.

We have no objection to your giving a loan to the said allottee and her mortgaging the
said flat with you by way of security of loan for repayment.

We have to inform you that Share Certificates have not yet been issued and as soon as they
are issued they will be forwarded directly to New India Co-op. Bank Ltd.,

Thanking you,

Yours faithfully,
for VIJAY BHARTI CONSUMERS CO-OP. SOC. LTD.,



SECRETARY.

-: नोंदणीचे प्रमाणपत्र :-

नोंदणी क्र. ११२०५/८०

सन

या प्रमाणपत्रावर प्रमाणित करण्यांत येत आहे की,

~~महाराष्ट्र सहकारी संस्थांची नोंदणी करणारी सोसायटी लि.~~
~~महाराष्ट्र सहकारी संस्थांची नोंदणी करणारी सोसायटी लि.~~

मुंबई - ४०००५

ही संस्था महाराष्ट्र सहकारी संस्थांचे अधिनियम १९६० मधील
कलम १२(१) व महाराष्ट्र अधिनियम क्रमांक २०) कलम ९ (१)
व तिच्या नोंदणीच्या आदेशावर आहे.

अधिनियम १२(१) अन्वये व महाराष्ट्र
सहकारी संस्थांचे नियम १९६१ मधील नियम क्रमांक १० (१) अन्वये
नोंदणी प्रमाणित

संस्था असून उपवर्गीकरण

आहे.

नोंदणी क्र. ११२०५/८०

सही

sd

Assistant Registrar,

Co-op. Societies Cons. Bmbay

मुंबई

११२०५/८०

अधिनियम,

महाराष्ट्र संस्था (एच ई वर्क),

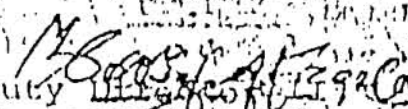
मुंबई.

True-copy.

The World Bank Project Cell of Maharashtra Housing and Area Development Authority has no objection of your mortgaging the said plot and the building to be constructed thereon to the BANKS/ FINANCIAL INSTITUTIONS Bombay from whom you intend to obtain loan for construction of building. Such mortgage of plot shall be subject to the charge created on the said developed plot and house thereon under these presently or otherwise in favour of the Maharashtra Housing and Area Development Authority. The issuance of this letter will be conclusive proof that you intend to obtain loan from the BANKS/ FINANCIAL INSTITUTIONS for construction of building on the said plot.

You will not be allowed to assign sublet, mortgaged or otherwise transfer in any other manner including parting with the possession of the whole or part of the said land or its interest thereunder or benefit of the lease to any person or persons or change the user of the said land or any part thereon or of the building thereon without the previous written permission of Maharashtra Housing and Area Development Authority.

Yours faithfully,


Deputy Director (P) / BB
World Bank Project Authority.

BRIHANMUMBAI MAHANAGARPALIKA

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")

NO. CHE/ 7893 /BP (WS) 7AP /AR

30 MAY 1998

COMMENCEMENT CERTIFICATE

To,
Secretary,
Vijay-Dharti Co-op. Hsg. Soc.

In reference to your application No. 12188 dated 29.03.1997 for Development Permission and grant of Commencement Certificate under section 45 & 89 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 340 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Bldg. comprising of Gr.+4 upper floors

Plot No. ---
situated at Street RSC-11
Village Kandivali Plot No. 117, RSC-11
situated at Charkop, Kandivali (West) Ward 'R' / South

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

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.

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

1. The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not accordance with the sanctioned plans.
2. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
3. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the application 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 condition of this certificate shall be binding not only on the applicant but on his heirs, assigns, agents, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri A.D. Manohar
Assistant Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C. is restricted for work upto

plinth level only

For and on behalf of Local Authority
Brihanmumbai Mahanagarpalika

Asst. Engineer, Building Proposal (West. Sub.)
'P' & 'R' Wards

FOR

MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

8. This C.C. is now valid & further extended upto still slab level at rear side, as per amended plan approved on 31/7/98.

27 OCT 1998

Mc
A.E.B.P.R.

9. This C.C. is now valid & further extended upto Plinth level in front & rear side + still slab + chajja as per amended plan approved on 30/1/99.

11 FEB 1999

10-2-99
A.E.B.P.R.

This C.C. is now valid & further extended for entire work i.e. G + 1 (P.T.) + Still (P.T.) as per approved plan dated 30/1/99.

26 FEB 1999

27-2-99
A.E.B.P. (R/S)

FOR THE
DIRECTOR
INSURANCE
DEPARTMENT
GOVT. OF INDIA

N. H. ORDER

NO. 100/100, D. 7250, C.
Office of the Sub-Divisional Officer,
Old Custom House Yard,
Fort, Bombay 400023

Dated: - 10-02-1987

READ:-

1. Application dt. 1.7.85 from the Director, World Bank Project, Maharashtra Housing & Area Development Authority.
2. A Surveyor's report dt. 5.1.1987.
3. A possession receipt dt. 16.8.83 and 3.2.84.
4. G.D.H.C.'s approval plan vide No. CE/42/DP (W3)/ Govt. dt. 5.12.85.

ORDER :

The Director, World Bank Project, Maharashtra Housing and Area Development Authority has applied for permission to use the land measuring 4,40,536.09 sq. meters, out of 5,11,142 pt (9.1.3.110.1 pt of village Kandivali for residential use (4,22,008.09 sq. mtrs) and Commercial use (1,88,128.00 sq. meters) according to the plan approved by the Municipal Corporation vide No. CE/42/DP (W3) dt. 5.12.1985. Non agricultural permission under the H.L.R.C. Code 1966 is therefore hereby granted to the Director, World Bank Project, Maharashtra Housing & Area Development Authority for the construction of residential building as per plan approved by the Municipal Corporation of Gr. Bombay and verified from this.

The agreement to form prescribed under the Extra Land Revenue Code 1966 and Rules shall be signed by the grantee, when called upon to do so. The Rules in the prescribed form shall be binding on the grantee.

The land shall be used for residential and commercial purposes only. The use of the land for any other purpose for which the permission is hereby granted is prohibited under Section 10 of the H.L.R.C. 1966 and it shall be unlawful to change the specified user of the land without previous permission.

The grantee shall pay the non-agricultural land tax on the land for the use of the grantee.

...2...
non-agricultural use at the rate of Rs. 111/- for residential use and Rs. 553/- for commercial use. The occupant shall also pay conversion tax of Rs. 15,85,062/- which is equal to three times of the yearly H.A.R. of Rs. 5,28,354/- as provided under Sec. 47(A) of H.L.R. (Amendment) Act 1979 to the Tahsildar immediately.

4) That area and the non agricultural assessment to be fixed are liable to be altered according to the actual area arrived at after measurement by the City Survey Officer concerned.

5) The occupants shall pay necessary measurement charges U.T.S.O, VI within one month failing which it will be levied from them as an arrears, of land revenue.

6) The occupants shall immediately inform the Sub-Divisional Officer, D.S.D. Bombay only in writing the date of starting the n.a. use within 30 days from such date of commencement of n.a. use.

7) The occupants shall commence the non-agricultural use within one year from the date of this order failing which the said period is extended by this office, from time to time. If any of the conditions are contravened then the occupants shall be liable to pay such fine and assessment as may be imposed.



[Signature]
Sub-Divisional Officer
Bombay Suburban District

Director Maharashtra Housing & Area Development Corporation, Grina Hirman Chavan, Mumbai 400091.

Encl. No. 1

By, a.s.m.

To, (to be 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.

No. B.B./CB/7893/US/AR

This Cancels Approval
to the Previous Plans

Sanctioned under No.

CE/17495, S.M.S. A.P.

of 1999, 24.10.91

Municipal Office,

Bombay, 1999

-4 SEP 1997

VIJAL BHARATI CONSUMER CO-OP. SOC. SOCIETY LTD

With reference to your Notice, letter No. 337 dated 1999 and delivered on

1999 and the plans, Sections, Specifications and Description and further particulars

of your building at PLOT NO. 117, RES-2 MHADA LAYOUT, SHARKOP, KANDIVALI

submitted to me under your letter, dated 8.7.97, 1999. 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

by the following reasons:-

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

1. That the Commencement Certificate under section 44(5)(1)(a) of the M.R. & L.P. Act will not be obtained before starting the proposed work.

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

3. That the low lying plot will ^{not} be filled up to a reduced level of atleast 1.H.D. or 6' above adjoining road level whichever is higher with murum, earth, boulders, etc. and towards road side before starting the work.

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

5. That the structural design and calculations for the proposed work will not be submitted before C.C.

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

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

8. That the requirements of N.O.C. of Supt. of Garden/Ex-Engd. S.W.D., will not be complied with before C.C.

9. That the qualified / Registered site supervisor through Architects / Structural Engineer will not be appointed before applying for C.C.

10. That the extra water and sewerage charges will not be paid to A.E.W.W. (R/N) Ward before C.C.

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

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the day of 199, but not so as to contravene any of the provisions of the Act as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time to force.

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

Executive Engineer, Building Proposals
Zone, Ward.

SPECIAL INSTRUCTIONS.

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

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Bombay has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 24 of the said Act.

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

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

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

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

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

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

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

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

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

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

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11. That the N.O.C. from A.A & C. (R / N) shall not be submitted before requesting for C.C. and final N.O.C. shall not be submitted before requesting for occupation / B.C.C.
12. That the N.O.C. from H.E. shall not be submitted before requesting for C.C.
13. That the copy of the application made for non-agriculture user permission shall not be submitted before requesting for C.C.
14. That an undertaking on Rs.20/- stamp paper alongwith the true copy thereof to the effect that the plot tenant / shop will not be subdivided in future, shall not be submitted before requesting for C.C.
15. That an under taking on Rs.20/- stamp paper alongwith the true copy thereof to the effect that no concession in open space will be demanded for future development, shall not be submitted before requesting for C.C.
16. That the registered under taking on Rs.20/- stamp paper along with the true copy thereof conducting Educational Welfare Programmes for the workers at site as per the U.C. Regulations no : 59 (XIV) shall not be submitted before requesting for C.C.
17. That the registered under taking on Rs.20/- stamp paper alongwith a true copy thereof to the effect that the waterproofing treatment at places such as Kitchen, W.C., bath, terraces, part/pocket terraces will be got executed through reputed water proofing agencies with 10 years guarantee against leakages, shall not be submitted before requesting for C.C.
18. That the registered under taking from the society to the effect that the Meter cabin, stilt portion, Society Office, Servants toilet shall not be misused in future shall not be submitted before requesting for C.C.
19. That the workers on site shall not be covered under Janata Insurance Policy.
20. That the development charges as per M.R. & T.P. (Amendment) Act, 1992 will not be paid.
21. That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.
22. That certificate from B.S.I.S. shall not be submitted to the effect and motor cabin provided on ground floor.
23. That the N.O.C. from MHADA for non-residential users shall not be submitted before requesting for C.C.
24. That the list of members approved by MHADA shall not be submitted.
25. That P.C.D. charges will not be paid before requesting for C.C.
26. That registered undertaking stating that no change users will be proposed in future.

CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.

1. That the water connection for construction purposes will not be taken before C.C.

2. That the plan for Architectural Elevation and projection beyond prop. building line will not be submitted and not approved before C.C.

3. That the permission for constructing temporary structures of any nature shall not be obtained.

4. That the height of the still shall not be restricted to 8' 6" (slab to slab).

5. That difference in premium due to change in land rate shall not be submitted as and when demanded by M.C.G.B. and registered under taking for the same shall not be submitted.

GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C.

1. That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, U.H. tank ect for maternity home, nursing home user will not be provided & that the drainage system or the residential part of the building will not be affected.

2. That the some of drains will not be laid internally with C.I. pipes.

3. That the dust bin will not be provided as per C.E.'s Circular no. CE/9297/11 of 26.05.1978.

4. That the surface drainage arrangement will not be made in consultation with E.E.(S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for Occupation Certificate / B.C.C.

5. That 10'0" wide paved pathway upto staircase will not be provided.

6. That the surrounding open spaces, parking spaces and terraces will not be kept open and unbuilt upon and will not be levelled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.

7. That the name plate / board showing Plot No. Name of the building, etc. will not be displayed at a prominent place before O.C.C. / B.C.C.

8. That carriage entrance shall not be provided before starting the work.

9. That the parking spaces shall not be provided as per U.C. Regulation no. 56.

10. That the B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.

11. That the certificate from City Inspector and B.S.E.S. shall not be submitted before occupation.

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12. That the non-agricultural permission / revised N.A. shall not be submitted before occupation.
13. That terraces, sanitary blocks, nahanis in kitchen will not be made waterproof and same will not be provided by method of ponding and all sanitary connections will not be made leakproof and smoke test will not be done in presence of Municipal Staff.
14. That final N.O.C. from H.E. (Deptt.) / Supdt. of Garden / E.E. (S.W.D.) / shall not be submitted before occupation.
15. Final N.O.C. from A.A. C (R / N) shall not be submitted before occupation.
16. That registered undertaking from society to the effect that part terrace, pocket terrace shall not be misused in future, shall not be submitted before requesting for O.C.
17. That list of members of non residential users shall not be added in list of society members & certificate from MHAUA in that effect shall not be submitted.
18. That canvas plan & two additional sets will not be submitted to this office at the time of O.C.
19. That stability certificate from structural Engineer & final canvas plan shall not be submitted before O.C.
20. The deposits will not be recorded before 6 years from the date of payment & 1 year after B.C.C. if not, the same will be forfeited.

D. CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.

1. That certificate under section. 27/A, of B.M.C. Act will not be obtained from H.E.'s department regarding adequacy of water supply.

* This O.C. / U.C. is issued subject to the provisions of urban Land Ceiling and Regulation Act 1976

Amir K. Gulzar
Executive Engineer
Bldg. Proposal (W.S.) D-400

1A10 - 4 SEP 1997

NOTES

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- (1) The work should not be started unless objections are complied with.
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to 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 atleast 15 days prior to the date of which the proposed construction work is taken in hand and that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills proffered against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand, preps debris, etc., should not be deposited over footpaths or public street by the owner/architect/their contractors, etc., without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objections is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces and dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. of should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in concrete having broken glass pieces at the rate of 125 cubic metres per 10 Sq. metres below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.
- (20) This Intimation of Disapproval is given exclusively for the purposes of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13(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) (a) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanction will be evoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.

- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following :—
- (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 its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) The bottom of the 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 mahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Bombay, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on lightly serving the purpose of a lock and the warning pipes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perforations each not exceeding 1.5 mm. in diameter. The cistern shall be made easily, safely and permanently a easible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 60 cms. above the top where they are to be fixed and its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 5(b).
 (b) Lintels or Arches should be provided over Door and Window openings.
 (c) The drains should be laid as require under Section 234-1(a).
 (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk.

Handwritten signature
 Executive Engineer, Building Proposals
 Bldg. Department (W.S.) Mumbai

ORIGINAL

MAHARASHTRA HOUSING AND
AREA DEVELOPMENT AUTHORITY
(WORLD BANK PROJECT)

AGREEMENT OF LEASE
FOR
CONSUMERS CO-OPERATIVE SOCIETY LIMITED

51m 2

THE VIJAY BHARATI CONSUMERS CO-OPERATIVE SOCIETY
 LIMITED a society duly registered under the Maharashtra
 Co-operative Societies Act 1960 (Mah. XXIV of 1961) and
 bearing registration No. BOM/CON/487/80 dated 28th April
 1980 and having its registered office at Vishwa Shanti
 Building Ground floor Near Subway 7th Colaba Road
 - Santacruz (East) Bombay - 400 055 the lessor hereinafter
 referred to as "the society" (which expression shall
 unless the context requires otherwise include its
 successors and assigns) of the other Part:

A N D

THIS INDENTURE OF LEASE MADE at Bombay this 6th
 day of January 1989 (one thousand nine hundred and
 eighty eight) between the MAHARASHTRA HOUSING AND AREA
 DEVELOPMENT AUTHORITY constituted under the Maharashtra Housing and Area
 Development Act 1976 (Mah. XXVIII of 1977) (hereinafter
 referred to as "the said Act") having its office at
 Griha Nirman Bhavan Kala Nagar Bandra (East) Bombay -
 400 051 the lessor hereinafter referred to as "the
 Authority" (which expression shall unless the context
 requires otherwise include its successors and assigns)
 of the one Part:

51m 2
 1000

This Certificate is subject
 to the provisions of Sec.
 83A of the Bombay Stamp
 (Amendment) Act, 1973



COLLECTOR

CERTIFIED under Section 32 of the Bombay
 Stamp Act, 1928, that the full stamp duty of
 one lac eight thousand three hundred and
 ten only is shown with this instrument

RECEIVED from V. J. Bhambhani, Co. Secy.
 Co. Secy. 8th Floor, 108, 3rd Floor,
 one lac eight thousand three hundred and
 ten only stamp duty Rupees 108,310/-
 GENERAL STAMP OFFICE
 Bombay 6-12-1989
 No. 2052/89
 90920 11.10.11-89

WHEREAS the Authority is possessed of or otherwise well and sufficiently entitled to a piece or parcel of developed land admeasuring 1406 Sq. Metres of thereabout consisting of S.No. 149 of Kandivali Village S.No. 39 (part), 40 (part), 41 (part) of Charkop Village C.T.S. No. 1 C-2/107 being part of the Authority's land situated at Charkop-Kandivali Part I Bombay-400 067 in the registration sub-district of Bandra Bombay Suburban District and more particularly described in the Schedule hereunder written and shown by red coloured boundary line on the plan hereto appended (hereinafter referred to as "the said land");

AND WHEREAS the Authority by its letter No. PROS DESK/WBP/567/1987 dated 6-2-87 offered to the Society the said land bearing plot No. 117 admeasuring 1406 Sq. Metres out of the said land bearing S.No. 149 of Kandivali Village and S.No. 39 (part), 40 (part), 41 (part) of Charkop Village, C.T.S. No. 1 C-2/107 at Charkop Kandivali Part I, Bombay - 400 067 on lease for the period of ninety years with effect from the date of execution of these presents for the purpose of constructing maintaining and locating a building for running a departmental store;

AND WHEREAS the Society by its letter dated 24.3.1987 accepted the offer made by the Authority by its letter No. PROS DESK/WBP/567/1987 dated 6-2-87 to grant the said land on lease for the period of ninety years with effect from the date of execution of these presents.

AND WHEREAS in pursuance of acceptance of the said offer by the society the Authority has agreed and decided to give the said land to the Society on lease on payment of premium of Rs. 9,84,200/- (Rupees Nine Lac Eighty Four Thousand Two Hundred Only) and Rs. 9,842/- (Rupees Nine Thousand Eight Hundred Forty Two Only) towards lease rent per annum for a term of ninety years with effect from the date of execution of these presents for the purpose of constructing maintaining and locating a building for running a departmental store and not for any other purpose on the terms and conditions hereinafter contained;

[Handwritten signature]

AND WHEREAS it is expedient and necessary to execute this indenture of lease in favour of the Society in pursuance of the above mentioned decision of the Authority agreed to by the Society:

AND WHEREAS before the execution of these presents the Society has paid to the Authority a sum of Rs. 9,84,200/- (Rupees Nine Lac Eighty Four Thousand Two Hundred Only) towards premium of Rs. 9,842/- (Rupees Nine Thousand Eight Hundred Forty Two Only) towards full lease rent for the period of one year (the receipt of which the Authority doth hereby admit and acknowledge).

NOW THIS INDENTURE OF LEASE WITNESSETH AS FOLLOWS:

1. In consideration of the aforesaid sum of Rs. 9,84,200/- (Rupees Nine Lac Eighty Four Thousand Two Hundred Only) being premium and Rs. 9,842/- (Rupees Nine Thousand Eight Hundred Forty Two Only) being lease rent for the period of one year paid by the Society to the Authority before execution of these presents (the receipt of which the Authority doth hereby admit and acknowledge) and in consideration of the lease rent hereinafter reserved and covenants hereinafter contained the Authority doth hereby demise by way of lease unto the Society the said land bearing P.L. No. 117 being a part of the Authority's land and shown on the plan annexed hereto and thereon bounded in red to have and to hold the said land for a term of ninety years commencing from the 6th day of January 89 (hereinafter referred to as "the commencement date") subject to the terms and conditions hereinafter mentioned yielding and paying therefor during the period of fifty years of the said term commencing on the 6th day of January 1989 and ending on the 5th day of January 2019 the yearly rent of Rs. 9,842/- (Rupees Nine Thousand Eight Hundred Forty Two Only) and during the next period of thirty years of the said term commencing on 6th day of January 2019 and ending on the 5th day of January 2049 the Society shall pay such higher rent as may then be decided by the Authority and further that during the remaining last thirty years of the said term commencing

on the 6th day of January 2049 the Society shall pay such higher rent as may be decided by the Authority at the end of the second period of thirty years without any deduction to be paid in advance every year on or before the 5th day from the date on which the yearly term begins every year at the office of the Authority or such other places as the Authority may from time to time specify in this behalf and intimate to the Society.

2. The Society doth hereby covenant with the Authority in the following manner that is to say:

(a) to pay as aforesaid the lease rent, of Rs. 9,842/- (Rupees Nine Thousand Eight Hundred Forty Two Only) in advance every year on or before the fifth day of the commencement of each year for which the said is payable in the manner aforesaid without any deduction or abatement whatsoever;

(b) to pay interest on such amount of lease rent or any part thereof or any other dues to be paid by the Society to the Authority as shall remain unpaid (whether formally demanded or not) for thirty days after date on which the said amount or any part thereof or any other dues has or have become payable as aforesaid at the rate of 16% per annum until the whole of such amount or dues has or have been paid;

(c) to take over the said land in its existing condition and to incur all expenditure if any for further development of the said land as its own cost and to peacefully vacate the said land on expiry of the term of the lease hereby agreed to be granted or the extended term or earlier determination of the lease as the case may be and hand over the possession of the same to the Authority;

(d) to use the said land only for the purpose of constructing maintaining and locating a building for the purpose of running a departmental store and for purpose necessary and incidental thereto and not to use the said land and the building constructed thereon for any other

purpose not specifically permitted by the Authority. The question whether any purpose is necessary and incidental to the main bonafide purpose aforesaid or whether any purpose is not specifically permitted by the Authority shall be referred to the Chief Executive Officer of the Authority and the decision of the Chief Executive Officer on the question shall be final;

(e) to abide by all rules and regulations and bye-laws if any prescribed by the Government or the Municipal Corporation of Greater Bombay or the Authority in so far as they relate to the said land and in regard to the construction of the ^{departmental stores} houses and maintenance thereof;

(f) to abide by and be bound by the provisions of the said Act as amended from time to time and the rules regulations and bye-laws made under the said Act or under any other law for the time being in force in so far as they relate to the said land;

(g) to construct at its own cost a permanent building suitable for running a departmental stores and complete the same within three years from the date of taking over the possession of the land;

Provided that on the application of the Society in that behalf the Authority may at its discretion extend the time limit as provided;

(h) not to begin the work of constructing the building until the plans and specifications for such building shall be approved by the Municipal Corporation of Greater Bombay and not to build or erect except in strict conformity with the plans and specifications so approved;

(i) to bear pay and discharge all the present and future rates taxes cesses assessments duties impositions and outgoings payable to the Municipal Corporation of Greater Bombay or to the Government or any other local authority or statutory body in respect of the said land and/or structures erected thereon including all sanitary and water cesses of any kind whatsoever whether payable by the Authority or the Society and all expenses relating thereto if any and save and keep harmless and

indemnified the Authority in respect thereof. The present rates and taxes come to Rs. NIL :

(j) to permit the Authority and its authorised representative at all reasonable times to enter on the said land and structures erected thereon for the purpose of collection of rent or any other dues or for any other lawful purpose;

(k) not to assign sub-let underlet or otherwise transfer in any other manner whatsoever including parting with the possession of the whole or any part of the said land or its interest thereunder or benefit of this lease to any person or persons or change the user of the said land or any part thereof or of the building thereon without the previous written permission of the Authority. In case the Authority decides to grant such request the Authority shall be entitled to increase the lease rent payable to the Authority while granting such permission and the said land shall be assigned transferred sublet given on rent or possession thereof parted with in accordance with the permission;

(l) to maintain the said land and the building constructed thereon in a good state of repairs and in clean neat and perfect sanitary condition to the satisfaction of the Executive Engineer of the Authority or any other representative appointed for the purpose by the Authority and make good from time to time any defects therein pointed out by the said Engineer or the said representative and observe and comply with all directions given by the Municipal Corporation of Greater Bombay or the said representative and also observe and comply with Municipal rules and regulations and the Regulations made by the Authority if any in that behalf;

(m) to insure at its own cost against fire all the structure erected on the demised premises for full value and to continue the risk covered by the insurance throughout the lease period and to produce on request all the policies and receipts to the Executive/Estate Engineer Manager of the Authority or any other representative of the Authority and to apply the insurance monies for repairing and/or reconstructing the structures affected or destroyed;

3/4

(n) to pay full compensation to the Authority for any loss damage or injury, that may be caused to the said land or any part thereof by reason of the excessive user or any act of omission or commission on the part of the Society its servants or others in its employment, or of the visitors or any other persons coming to or on the said plot or to the building and to indemnify the Authority on all such accounts;

(o) not to make any excavation upon any part of the said land without the previous consent of the Authority in writing first had and obtained except for the purpose of constructing the temporary structure or of repairing renovating or rebuilding the structure or structures standing on the said land or for utilising the floor space index (F.S.I.) if any;

(p) not to do or suffer anything to be done on the said land which may cause damage nuisance annoyance or inconvenience to or affect the right to air and light of the occupiers of the adjacent premises or the Authority or the neighbourhood.

3. The Authority hereby covenants with the Society that on the Society paying the rents hereby reserved and observing and complying with the duties and obligations of the Society herein contained the Society shall peacefully hold and enjoy the said plot during the said term without any unlawful interruption by the Authority or any person claiming through or under the Authority.

4. It is hereby agreed and declared that all monies sums dues and other charges payable by the Society under these presents shall be deemed to be arrears of rent payable in respect of the said ^{Plot} land of land and shall be recoverable from the society in the same manner as arrears of land revenue as provided in sections 67 and 180 of the said Act as amended from time to time provided always that this clause shall not affect other rights powers and remedies of the Authority in this behalf.

S.M.
B
Lipat

9. J.R.
S.M.
Lipat

5. It is hereby also agreed that if the lease rent hereby reserved or any part thereof or other dues if any to be paid by the Society shall be in arrears for sixty days after becoming payable (whether finally demanded or not) or if the Society fails to observe any of the terms conditions or covenant stipulated herein then and in any of the said events it shall be lawful for the Authority at any time thereafter by giving thirty days notice to terminate the lease forthwith and thereupon reenter upon and take possession of the said land and all buildings erections fixtures materials plants chattels and effects thereon and to hold and dispose of the same as the property of the Authority as if this lease had not been entered into and without making to the Society any compensation or allowance for the same. It is hereby further agreed that the rights given by this clause shall be without prejudice to any other rights of action of the Authority in respect of any breach of the covenants herein contained by the Society and it shall be lawful for the Authority to remove the Society and all other persons in or upon the said land or any part thereof and its effects therefrom without being in any way liable to any suit action indictment or other proceedings for trespass damage or otherwise provided that if the Society complies with the requirements of the aforesaid notice within the period stipulated in such notice or within such extended period as the Authority may permit in writing the Authority shall not exercise the said right of re-entry.

6. The Authority and the Society further agree that on expiry of the lease period the lease may be renewed at the option of the Authority for such period and on such terms and conditions as the Authority may deem fit.

7. Any notice intimation or demand required to be given or made by the Authority or the Society under this deed of lease shall be deemed to be duly and properly given or made if given by an officer duly authorised by the Authority in that behalf and shall be deemed to be duly served if addressed to the Society and delivered or affixed at the said land at the address of the

8. The Society shall bear and pay all costs charges and expenses and professional charges of and incidental to the correspondence preparation execution and completion of this lease deed in triplicate thereof incurred by the Authority including stamp duty registration charges out of pocket expenses and other outgoings in relation thereto and those occasioned to the Authority by reasons of any breach of terms conditions and covenants contained in these presents and for enforcing any right of the Authority under these presents.

IN WITNESS WHEREOF the signature of Shri ~~Suresh~~ *X. S. Srinathan*
~~Humar~~ *Deputy* Director World Bank Project of the
Authority for and on behalf of the Maharashtra Housing
and Area Development Authority has been set hereunder
and the seal of the Authority is also affixed and
attested by the Officer of the Authority and the
signature of Shri Thakershi Meghji Shethia Chairman,
Shri Hasmukh Shamji Shah, Secretary and Shri Shantilal
M. Sethia member of the Managing Committee for and on
behalf of the Society and the Seal of the Society have
been set and affixed hereto under the authority of the
Society given to them to execute these presents for and
on behalf of the Society vide Society's General Body
resolution No.2 passed in its meeting held on 19.3.1988
on the day and year first above written.

All that piece or parcel of land admeasuring 1406 Sq. Metres or thereabout being S.No. 149 of Kandivall Village and S.No. 39 (part), 40 (part), 41 (part) of Charkop Village and C.T.S. No. 1 C-2/107 situated at Charkop Kandivall, Part I, Bombay - 400 067 within the registration sub-district of Bandra Bombay Suburban District and bounded as follows that is to say :-

: 10 :

On or towards the North by : Pathway Plot No. 115
CTS No. 1 C-2/93
On or towards the South by : CTS No. 1 C-2/149
On or towards the East by : CTS No. 1 C-2/148
On or towards the West by : RCC-11 14 cm. wide Road

SIGNED SEALED AND DELIVERED BY
Shri Subodh Kumar Director, World
Bank Project, the Maharashtra
Housing and Area Development
Authority Bombay in the presence
of ^{Smt. M. M. Phalke Asst.} ~~Shri R. S. Godse~~ Deputy Legal
Adviser (II) Maharashtra Housing
and Area Development Authority
Bombay.

(K. Swaminathan)
Deputy Director
World Bank Project
Maharashtra Housing and
Area Development Authority
Bombay.

The Common Seal of the Maharash-
tra Housing and Area Development
Authority Bombay is affixed here-
unto in the presence of ^{Smt. M. M. Phalke Asst.} ~~Shri R. S. Godse~~ Deputy Legal Adviser (II)
Maharashtra Housing and Area
Development Authority who has
signed in token thereof in the
presence of Shri V. S.

Naipekar

^{Smt. M. M. Phalke Asst.} ~~(R. S. Godse)~~
Deputy Legal Adviser (II)
Maharashtra Housing and
Area Development Authority
Bombay.

SIGNED SEALED AND DELIVERED BY
Shri Thakershji Meghji Shethia
Chairman,
Shri Hasimukh Shamji Shah, Secretary
Shri Shantilal M. Sethia, Member
of the Managing Committee of the
said Society who have hereunto
affixed their signatures in the
presence of Shri V. S.
Naipekar
who has signed in token thereof.

FOR VIKAR
SECRETARY
H. S. SETHI
SECRETARY

VIJAY E...
BOMBAY 400005.

11:11
The Common Seal of the Vijay
Bharati Consumers Co-operative
Society Limited is affixed hereto
to in the presence of

Shri T. M. Shethia
who has signed in token thereof
in the presence of Shri Kantilal
R. Sawala

Shethia TM

Shri Kantilal / R. Sawala

VIJAY BH

CO-OP. SOCIETY LTD.

CHURCH

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CHURCH

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MASHTA HOUSING AND AREA DEVELOPMENT AUTHORITY

CERTIFICATE AS PER C.T. SURVEY RECORD

PLOT NO. 117

ROAD NO. RSC-11

SECTOR NO. 1

PART I C.T.S. NO. 1C-2, 107

SCHEME. CHARKOP KANDIVALI

S.NO. 149 OF KANDIVALI VILLAGE

NET AREA OF PLOT 1406.00sq.m.

PLOT NO. 115

C.T.S. NO. 1C-2/93

C.T.S. NO. 1C-2/108

PATH WAY

C.T.S. NO. 1C-2/107

PLOT NO. 117

C.T.S. NO. 1C-2/148

PLOT AREA
1406.00sq.m.

C.T.S. NO. 1C-2/149

[Signature]
Deputy Director
World Bank Project,
M. H. & A. D. Authority
Bombay

THE PLOT IS A PART OF LAYOUT PLAN OF CHARKOP KANDIVALI APPROVED VIDE
LETTER NO. CE/42/BP(WS)GOVT. DATED 6th DEC.'85. OFFICE OF THE E.E./BLOG
SALS(WS) P&R WARDS, MUNICIPAL CORPORATION OF GREATER BOMBAY.

THIS CERTIFICATE IS PREPARED ON THE BASIS OF PROPERTY REGISTER CARD
MEASUREMENT PLAN OF C.T.S. NO. 1C-2/107. THE CERTIFICATE IS PREPARED FOR
AGREEMENT.

NO. 117 (ONE HUNDRED & SEVENTEEN)

IN FIGURES 1406.00sq.m.

IN WORDS ONE THOUSAND FOUR
HUNDRED & SIX sq.m.

PERMISSIBLE 1.20 (ONE POINT TWENTY)

NO. AC * CHAF * 195R * 88 DT 18/8/88



NORTH

SCALE = 1:500

CERTIFIED BY

[Signature]
DEPUTY CHIEF ENGINEER
WORLD BANK PROJECT

BY

[Signature]

10-20-88
DATED THIS 6th DAY OF January 1989

MAHARASHTRA HOUSING AND
AREA DEVELOPMENT AUTHORITY

A N D

VIJAY BHARATI CONSUMER CO-OPERATIVE
SOCIETY LIMITED

INDENTURE OF LEASE

SHRI G.D. KATKAR
JOINT LEGAL ADVISER
MAHARASHTRA HOUSING AND
AREA DEVELOPMENT AUTHORITY
BANDRA (E), BOMBAY 400 051