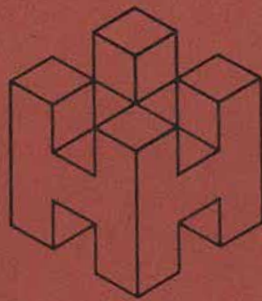


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8/01

AGREEMENT FOR SALE



A/903

KINGSTON



पर्व (मृत्युपञ्चगार)

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detailed address	

Nature of deed, consideration and market value (in case of lease, state whether lessor or lessee pays assessment)	Survey, Sub-Division and House No. (if any)	Area	Judi when given	Decree or Order of Civil Court, of Defendant and Detailed address	Name of the party or in case of a Decree
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अनुक्रमिक, खंड व पृष्ठ

Page

Stamp Duty paid on
Market Value

Registration Fee
paid on Market
Value

A purple banknote from the Court of Free Press in India, featuring the text "COURT OF FREE PRESS IN INDIA" and "TWO RUPEES". The note has a decorative border and a central emblem.

2

RS.

COURT OF INDIA

SERIES

VOLUMES

25

A purple 2 Rupee Court stamp from India. The stamp is rectangular with a decorative border. In the center is a circular emblem featuring a lion. The text 'TWO RUPEES' is printed in large, bold, capital letters across the top. Below the emblem, the word 'INDIA' is printed in a stylized font. At the bottom, the word 'COURT' is printed in a bold, sans-serif font. The number '2' is printed in the bottom left and right corners, indicating the value of the stamp.

1. 8th May 1972 - 1st
 2. 1st May 1972 - 1st
 3. 1st May 1972 - 1st
 4. 1st May 1972 - 1st

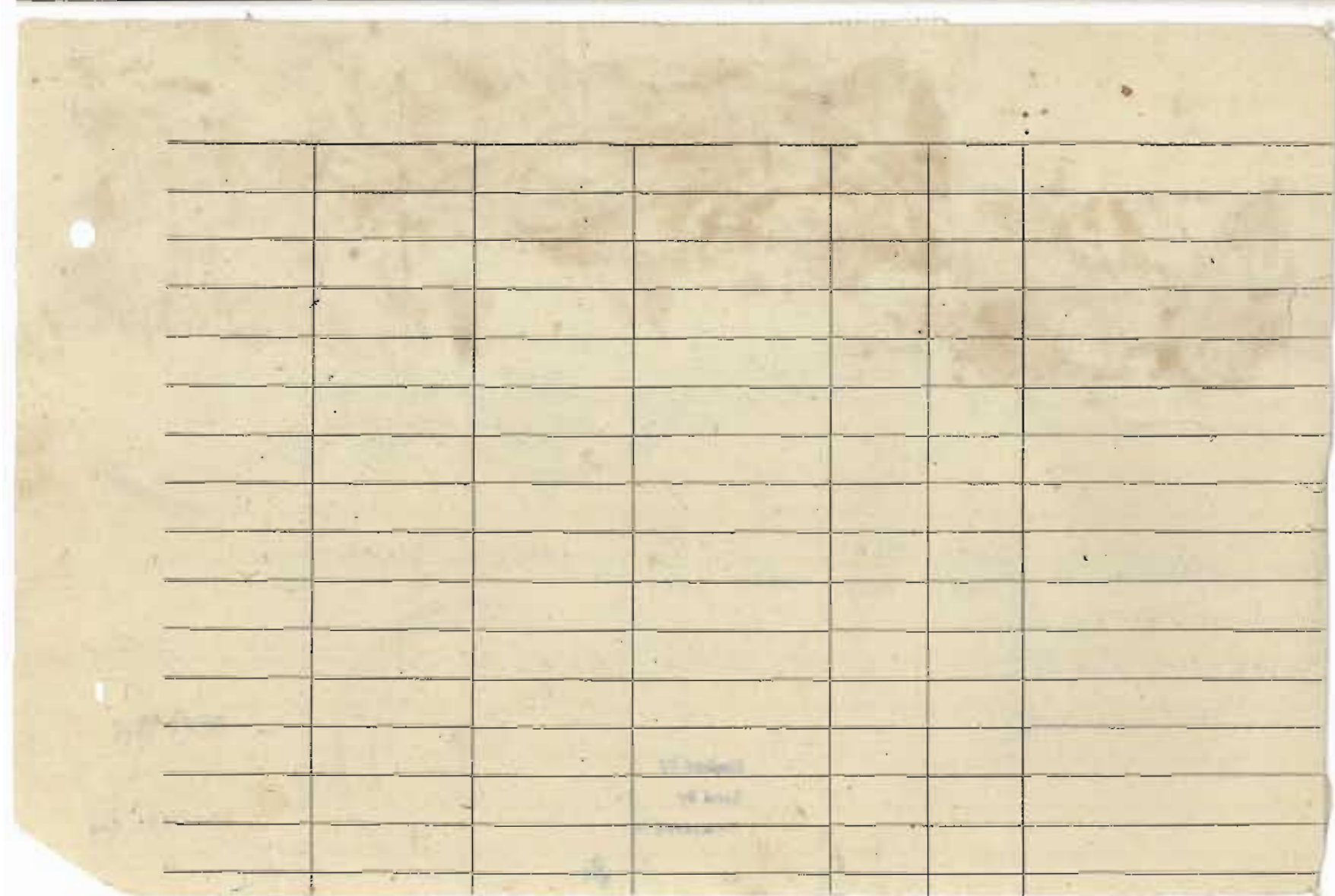
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(उद्देव यशवंत डोरे)



(सौ सुनिता उद्देव डोरे)

AGREEMENT FOR SALE

GOVERNMENT NOMINEE

ARTICLES OF AGREEMENT made at Mumbai this 5th day of October in the Chirstian Year Two Thousand Nine

One Hundred Ninety 2001 BETWEEN M/S. OMEGA ASSOCIATES

a partnership firm, registered under the Indian Partnership Act, 1932 having its office at 514, Dalamal Towers, Nariman Point,

Mumbai - 400 021; hereinafter called the "PROMOTERS"

expression shall unless it be repugnant to the context or the meanings thereof mean and include, the partner or partners for the time being of the said firm, the survivor or survivors of them and respective heirs, executors, administrators of such survivor and his/her/their assigns) of the ONE PART

GENERAL STAMP OFFICE
TOWN HALL, FORT,
MUMBAI 400 023,
MAH/CSO 608



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24.9.2001
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[Signature]
प्राति सतीसक, मुंबई कायदा

Rs. 890/- Rs. Eight Hundred Ninety only

And Mr/Mrs/Miss/Ms. Laddhaa Jadhav of Mumbai,
Es Mrs Sumita V. Jadhav of Mumbai,
Indian Inhabitant/s, hereinafter called the "PURCHASER/S" which
expression shall unless it be repugnant to the context or meaning
thereof mean and include his/her/their respective heirs, executors
and administrators) of the OTHER PART.

WHEREAS :-

i) Prior to 24th January, 1984, Chandrabhan Bhuramal
Sharma and (hereinafter referred to as 'the said Original Owner')
was absolutely seized and possessed of and/or otherwise well and

in the **First Schedule** hereunder written stands in the Revenue Records in the name of the said Owner and a copy of the relevant Property Register Card showing the name of the said Owner is annexed hereto and marked with letter "B".

x) The said M/s. Crescendo Associates by writing dated 7th July, 1994 allowed and permitted the Promoters to construct a building by utilising F.S.I. of 10,060 Sq.mtrs. of the said larger lands for the Govt. Nominees as per the obligation under clause 8(ii) of the said Tripartite Agreement dated 19th November 1986.

xi) Accordingly the Promoters are developing a portion of the said larger land as more particularly described Secondly in **First Schedule** hereunder written and have constructed the building "KINGSTON" thereon consisting, 'A' wing having stilt plus 14 Floors and "B" wing having Ground plus 13 Floors.

AND WHEREAS the Promoters have agreed to sell and the Purchaser/s has/have agreed to Purchase Flat/Terrace/Flat/Other premises No. 242, A wing on the 13th Floor of the said Building "KINGSTON", Admeasuring 496.49 Sq.ft. (hereinafter referred to as "the said premises") for the consideration and on the terms & 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 Promoters are developing a portion of the land situate lying and being at village Powai, Taluka Kurla in the Registration District and Sub-District of Mumbai City and Mumbai Suburban as more particularly described Secondly in the **First Schedule** hereunder

written (hereinafter referred to as 'the said property') under the
aforesaid documents including the Agreement for Development-cum-

Sale dated 24th January, 1984 and the Tripartite Agreement dated
19th November, 1986 made between the Government of Maharashtra
of the First Part, B.M.R.D.A. of the Second Part and Harishchandra
C. Sharma and Others including the said Owner of the Third
Part.

2. The Promoters have constructed the said building 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 Certificates
and Purchaser/s 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/s prior hereto.

3. The Promoters have agreed to sell and the Purchaser/s has/
have agreed to purchase the said premises admeasuring 496-29
Sq.Ft. (built-up area) in the said building KINGSTON for the price
of Rs. 176 H 25/- (Rupees One lac seventy six thousand
four hundred seventy five only) (as shown on the typical floor plan
annexed hereto) to be paid by the Purchaser/s to the Promoters in
lumpsum on Possession of the Premises being offered.

On possession of the said premises being offered by the Promoters
to the Purchaser/s as licensee after receipt of full consideration as
aforesaid pending execution of Deed of Lease or Assignment in
favour of registered Co-operative Society, Limited Company or
Condominium of Apartments and upon execution of such Lease

and/or Deed of Assignment, such personal licensee to enter upon and enjoy the said premises in favour of the Purchaser/s shall automatically become absolute possession of the Purchaser/s. The Purchaser/s shall pay the amounts on becoming due and payable as per the terms and conditions of this agreement on their respective 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.

4. It is expressly agreed that the Purchaser/s 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/s shall 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.

5. 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/s 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.

6. It is expressly agreed between the Promoters and the Purchaser/s that the said premises shall be utilised for residential purposes only and for no other purpose or purposes whatsoever. The Purchaser/s agrees not to change the user of the said premises without prior consent in writing of the Promoters. Any unauthorised change of user by the Purchaser/s shall render this Agreement voidable and the Purchaser/s in that event shall not be entitled to any right arising out of this Agreement.

7. The Promoters have obtained a Certificate of the title of the said owner / the said B.M.R.D.A. to the said larger land more particularly described Firstly in the **First Schedule** hereunder, written from Mr. Suryakant Jadhav, Advocate; a copy of the said certificate is annexed hereto and marked with letter "A". The Purchaser/s confirms having inspected the original title certificate and the Purchaser/s further confirms that the copy annexed hereto is the true copy of the original certificate inspected by the Purchaser/s. The Purchaser/s accepts the said title certificate and the Purchaser/s agrees not to raise any further or other requisitions or objections to the title of the said Owner and/or the said B.M.R.D.A. and/or the Promoters to the said property.

8. The Revenue Record i.e. PR Card stands in the name of the said Owner and/or in the name of Partners of the said Promoters Firm; copy of the relevant PR Card is annexed hereto and marked with letter "B" and the Purchaser/s confirms that the inspection of the said original Record is taken by the Purchaser/s prior to the execution of these presents and the copy annexed hereto is the true copy of the original record inspected by the Purchaser/s.

9. It is expressly agreed that the said premises shall contain specifications, fixtures, fittings and amenities as set out in **Fourth Schedule** hereunder written and the Purchaser/s confirms that the Promoters shall not be liable to Provide any other specifications, fixtures, fittings and amenities in the said premises. The Purchaser, further confirms that the said fixtures, fittings, amenities are superior in quality and / are more than what is considered as obligatory as per the Govt. circular dated 22nd Nov. 1983. The Purchaser agrees to pay to the Promoters for such superior/extra amenities, fixtures, fittings provided in the said Premises as per the rate fixed by the Govt. Additionally the Purchaser/s also agree to pay

proportionate cost of obligatory amenities / facilities other than those mentioned in the said Govt. circular provided in the building as per the requirements of Municipal Corporation of Greater Mumbai.

10. The Promoters confirm that they are developing the said property in accordance with the sanctioned plans.

11. The Purchaser/s confirms that the Promoters have 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/s confirm that he/she/they has/have entered into this Agreement after inspecting the aforesaid documents.

12. The Purchaser/s confirms that the amounts payable under these presents shall be paid on the respective due dates without any delay or default as time in respect of all amounts payable under these presents by the Purchaser/s to the Promoters is of the essence of the contract. If the purchaser/s make delay or default in making payment of any of the amounts, the Promoters shall be entitled to interest at the rate of 24% per annum on all such amounts from the date of the default till payment and/or receipt thereof by the Promoters without prejudice, to their other rights in law and under these presents. It is further agreed that on Purchaser/s committing default in payment of any of the amounts under these presents on the due date (including his/her/their proportionate share of taxes, rates, cesses, other charges, betterment charges and all other outgoings, the Promoters 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 Promoters after giving to the Purchaser/s 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 Promoters intend to terminate the Agreement and if the Purchaser/s 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 Promoters shall refund to the Purchaser/s the amount of the sale price which the Purchaser/s may have till then paid to the Promoters after deducting cost, outgoings etc. but the Promoters shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon termination of this Agreement and refund of the aforesaid amount by the Promoters, the Promoters shall be at liberty to dispose of and sell the said premises to such person or persons and at such price and on such conditions as the Promoters may desire and think fit in their absolute discretion and the Purchaser/s shall have no right in that behalf.

13. The Promoters will sell all premises constructed on the said property with a view ultimately that Purchaser/s of all the premises in the said Building shall be admitted to the Co-operative Society or Limited Company or Condominium of Apartments of all such prospective purchaser/s (hereinafter referred to as "the said Organisation) and upon the Purchaser/s of all the premises in such building or buildings paying in full their respective dues payable by them to the Promoters in complying with all the terms and conditions of their respective Agreement with the Promoters and only after the land covered under the Powai Area Development Scheme is fully developed, the Promoters shall cause lease of the said property to be executed and/or cause assignment and transfer of the said property executed in favour of such Organisation of various premises Purchaser/s.

14. It is expressly agreed that the possession of the said premises

will be handed over by the Promoters to the Purchaser/s on receipt of the entire consideration and other amounts payable by the Purchaser/s to the Promoters under these presents.

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

16. The Purchaser/s hereby agrees that in the event of any amount being levied by way of premium and/or security and/or charges are payable to the B.M.C., State Government and/or to the B.S.E.S. and/or betterment charges and/or development tax and/or security deposit and/or charges for the purpose of giving water connection, drainage connection and electricity connection and/or other taxes and/or payment of a similar nature becoming payable by the Promoters, the same shall be paid by the Purchaser/s to the Promoters in proportion to the area of the said premises and in determining such amount, the discretion of the Promoters shall be conclusive and binding upon the Purchaser/s. It is agreed that the betterment charges referred hereinabove shall mean and include pro-rata charges which the Purchaser/s may be called upon to

pay to the Promoters in respect to installation of water line, water mains, sewerage lines, sewerage mains, electric cables, electric sub-station (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 Purchaser/s of the said premises in the said building and acquiring or having any buses or other vehicles in that behalf and maintenance, insurance and replacement of such bus or buses from time to time till the charge of the said property is handed over to the Organisation of the purchaser/s of all the premises within the area development scheme.

17. (A) The Purchaser/s shall at the time of delivery of the possession of and/or personal licence to use the said premises whichever is earlier, pay to the Promoters the following amounts :-

- (i) Rs. 10/- towards membership fees. (ii) Rs.250/- towards share money. (iii) Rs.750/- towards deposit/premium charges of electric, water and sewerage connection. (iv) Rs.500/- towards legal cost.
- (v) Rs. 8930/- towards provisional outgoings for Municipal taxes, water bills, common electric bills, maintenance charges and other society expenses for the period of twelve months at the rate of Rs. 1.50 per sq.ft., per month, of the area of the Premises.

These aforesaid amounts are to be paid before possession is given and/or personal licence to use the said premises is granted, whichever is earlier; as "Society Deposit" and no interest will be payable thereon. The Promoters shall utilise the sum paid by the Purchaser/s to the Promoters for meeting all legal costs, charges and expenses including professional cost of the Attorney at Law/ Advocates of the Promoters in connection with formation of the said Society organisation, 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 amounts towards provisional outgoings after deduction therefrom of arrears of taxes and expenses mentioned in the **Fifth Schedule** hereunder written etc. will be transferred by the Promoters to a society as and when such Co-operative Society or Limited Company as the case may be is formed and after the said property is finally transferred to such Organisation. If, however such Society or Limited Company is not formed the said amount will be retained by the Promoters and the same will not be refunded to the Purchaser/s.

18. Notwithstanding anything contained in this Agreement, the Purchaser/s hereby agree to contribute and pay his/her/their proportionate share towards the costs, charges, expenses, Municipal taxes, all other outgoings and etc. in respect of the items specified in the **Fifth Schedule** hereunder written. Such share to be determined by the Promoters having regards to the area of each flat, premises. The Purchaser will not be entitled to ask for adjustment of the deposit amount mentioned herein against the expenses, Municipal taxes, outgoings and etc.

19. Notwithstanding what is contained herein to the contrary, it is expressly agreed between the Promoters and the Purchaser/s that the Promoters shall be entitled to utilise and enjoy either personally or through any nominee/s all area or areas forming part of the larger property including the said property as properly as may be available from time to time including areas reserved for Public utility including recreation etc. by utilising the same as the Promoters may deem fit and Promoters inter alia will be entitled to construct recreation centre, health club, or club house, library, cinema theatre, video theatre or hotel or such other activity or

activities as the Promoters may desire, on professional and/or commercial basis and the ownership of such construction and structures including 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 to appropriate consideration received therefrom including from the day to day business thereof shall be that of the Promoters alone exclusively and the Purchaser/s shall have no right thereto in his individual capacity or through any Co-operative Society or Limited Company or Condominium of Apartments as the case may be. The Purchaser/s doth hereby declares and confirms for the sake of clarity that the ownership of all such area or areas and construction by way of recreation centre, health club, library, club house, hotel etc. shall belong to the Promoters alone exclusively and the Purchasers shall have no right to the same in any manner whatsoever.

20. So long as each flat/premises in the said building shall not be separately assessed for Municipal taxes and water taxes and etc. the purchaser/s shall pay to the Promoters or to the said Organisation when formed a proportionate share of the municipal tax and water tax etc. assessed on the whole building, such proportion to be determined by the Promoters on the basis of the area of each flat premises in the said building. The Purchaser/s along with the other premises holders will not require the Promoters to contribute a proportionate share of the maintenance charges of the flat/premises/garage, etc. which are not sold and disposed of by the Promoters. The Promoters will also be entitled to the refund of the municipal taxes on account of the vacancy of the such premises/flat/garage etc

21. The Purchaser shall from the date of possession and/or personal licence at the request of the purchaser/s, whichever earlier,



of the said premises, shall regularly pay every month, a provisional amount of Rs.1.50/- per sq.ft. of built-up area towards taxes, salary of the persons appointed by the Promoters, viz. liftmen, sweepers, insurance premium, etc. and other outgoings and expenses including the outgoings mentioned in the **Fifth Schedule** hereunder written.

22. The Purchaser/s 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 or annoyance to occupiers of the other premises in the said building or for any illegal or immoral purpose.

23. The Purchaser/s or himself/herself/themselves with intention to bring all person unto whomsoever hands the said premises may come, doth/do hereby covenant with the Promoters as follows :

a) To maintain the said premises, at Purchaser's own cost in good, tenantable and repairable condition from the date of possession and/or personal licence at the request of the purchaser/s, whichever is earlier, 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 situate, staircase or any passages which may be against the rules, regulations and bye-laws of concerned local or any other authority or change/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, including fixing grills to the windows projecting outside.

b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage or endanger the construction or structure of the building in which the said premises is situated or storing of goods which are objected to by the concerned local or other authority and

shall not carry or cause to be carried heavy package which may damage or likely to damage the lift, staircase, common passage or any other structure of the building in which the said premises is situated including the entrance of the building or the said Premises.

The Purchaser on account of negligence or default on his/her/their part in this behalf shall be liable for the consequences of the breach.

c) To carry at his/her/their 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 Promoters to the Purchaser/s 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 against the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Purchaser/s committing any act in contravention of the above provision the Purchaser/s 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 and repairable 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 any other manner damage columns, beams, walls, slabs or R.C.C. piers or other structural members in the said premises without the prior written permission of the promoters and/or the said organisation, as the case may be.



- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the 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 said building and/or the said premises.
- 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 property and the building in which the said premises is situated.
- g) To pay to the Promoters within 7 days of demand by the Promoters his/her/their share of security deposit/charges/premium demanded by the concerned local authority or Government for 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 levies, if any, which are imposed by the concerned local authority, and/or Government and/or other public authority, on account of changes of user of the said premises by the Purchaser/s viz. user for any purpose other than for residential purpose.
- i) The Purchaser/s shall not let, sub-let, transfer, assign or part with the said premises interest or benefit of this Agreement or part with the possession and/or personal licence whichever is earlier of the said premises until all the dues payable by the Purchaser/s to the Promoters under this agreement are fully paid up and only if the Purchaser/s had/have 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/s in that behalf.

1) The Purchaser/s shall observe and perform all the rules and regulations which the Society or the limited Company, as the case may be, may frame at its inception and additions, alterations and 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/s 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 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 the building in which the said premises is situated is executed, the Purchaser/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said premises and the said building or any part thereof.

24. At the time of registration of the Lease/Assignment in respect of the building/said property, the Purchaser/s shall pay to the Promoters the Purchaser's share of stamp duty and registration charges payable, if any, by the said Society or 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/ the building to be executed in favour of the Society or limited Company or Condominium of Apartments as the case may be.

25. Provided it does not in any way affect or prejudice the rights of the Purchaser/s in respect of the said premises the Promoters



shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said property more particularly described in the secondly in the **First Schedule** hereunder written.

26. The Purchaser/s and the persons/s 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 Promoters or a Co-operative Housing Society and/or the Limited Company and/or Condominium Of Apartments (as the case may be) that may be formed, may require for safeguarding the interest of the Promoters and/or the Purchaser/s and other Purchasers in the said property, more particularly described secondly in the **First Schedule** hereunder written.

27. The Purchaser/s and the person/s to whom the said premises is permitted to transfer with the written consent of the Promoters, shall observe and perform all the provisions of the Bye-laws and/or the rules and regulations of the Co-operative Housing Society when formed and/or all the provisions of the Memorandum and Articles of association of the Limited Company, when incorporated and/or of the Condominium Of Apartments and the additions, 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 Mumbai and other local and/or Public Bodies. The Purchaser/s 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 Apartments 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.

28. It is agreed by the Purchaser/s that from the date of possession of the said Premises, or personal licence, whichever is earlier, the Purchaser/s shall be liable to pay the proportionate share (i.e. in proportion to the area of the said Premises) all outgoings in respect of the said property and the said building including local taxes, cesses, Rates and other charges, betterment charges and all other levied by the local authority, Government, Water Charges, Insurance Charges, common lights, repairs, salaries of clerks, Bill Collector's Charges, Chowkidar's and Sweeper's Charges, maintenance charges and all other expenses necessary and incidental to the administration, Management and maintenance of the said property and the said building 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/s shall pay to the Promoters the Proportionate share of all outgoings as may be determined by the Promoters. The Purchaser/s further agrees that till the Purchaser's share is so determined the purchaser/s shall pay to the Promoters the provisional monthly contribution of Rs. 1.50 per sq.ft. or increased contribution of built up area per month towards such outgoings and taxes. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters until a Lease/ Assignment 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 Flats Act, 1963. On such lease/assignment or transfer being executed, the aforesaid monthly contributions (less deductions provided for in this Agreement) shall be paid over by the Promoters to Society or Limited Company or Condominium of Apartments as the case may be. The Purchaser/s undertakes to pay such provisional monthly outgoings and such proportionate share of outgoings and



charges regularly on or before 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

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

30. The Promoters shall form of the Purchaser/s along with the other Purchaser/s who have taken the other premises in the said building, a Co-operative Housing/Premises Society or Limited Company or Condominium of Apartments. The rights of all such Purchaser/s will be recognised regulated by the bye-laws, rules and regulations of the said Co-operative Society or Limited Company or Condominium of Apartments and the rules and regulations framed by them.

31. On receipt by the Promoters of the full payment of the amounts due and payable by the Purchasers/s of all the premises and not earlier than December, 2000, the Promoters shall take necessary steps alongwith the Purchaser/s 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 Promoters under this Agreement and the Lease Deed to be executed in pursuance of the Tripartite Agreement dated 19th November, 1986, when the Co-op. Housing/Premises Society or Limited Company or Condominium of Apartments is registered or incorporated or formed as the case may be and all the amounts do and payable to the Promoters by all premises Purchaser are paid in full as aforesaid, the Promoters shall execute or caused to be executed lease or assignment in favour of such Co-op. Housing/

Premise/Society or Limited Company or Condominium of Apartments as the case may be.

32. The Purchaser/s 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 other papers and documents connected with and 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 to 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 Purchaser/s under Section 10) of the Maharashtra Ownership Flats Act, 1963 within the time limit prescribed by rule 8) of Maharashtra Ownership Flats (Regulation of the Promotion, Construction, Sale, Management and Transfer), Rules 1964. No objection shall be taken by the Purchaser/s 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 and/or of the Condominium of Apartments as the case may be by or by other Competent Authority.

33. Advocates of the Promoters shall prepare the Lease/Assignment and all other document 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 a Limited Company as the case may be and all costs, charges and expenses including professional fees, stamp duty, Registration Charges and other expenses in connection with the preparation and execution of the Lease/Assignment and other



document and the formation or registration or incorporation of the Co-operative Housing/Premises/Society or Limited Company or Condominium of Apartments as the case may be shall be borne and paid by all the Purchaser/s of the said Premises in proportion to the area of their respective Premises.

34. The Stamp Duty and Registration Charges incidental to this Agreement shall be borne and paid by the Purchaser/s alone. The Purchaser/s shall immediately after the execution of this Agreement but not later than four months from the date of execution of these presents lodge the same for registration with the Sub-Registrar of Assurance and inform the Promoters the numbers under which and the day on which the same is registered with sufficient notice in advance to enable the Promoters within reasonable time thereafter to attend the office of the Sub-Registrar of Assurances and admit execution thereof at the costs and risk of the Purchaser/s. At the option of the Promoters if the Promoters execute or cause 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 Purchaser/s of flats and premises in such building or buildings, then in that event the Purchaser/s shall cause such Co-operative Housing/Premises Society, Limited Company or Condominium of Apartments or body or association of all the Purchaser/s of flats and premises to execute simultaneously on the execution of such Lease or Assignment in their favour under Lease/Sublease in favour of the Promoters or their nominee or nominees in respect of such portion or portions as the Promoters may desire with the right to assign and/or transfer without any rent or compensation or charges etc.

35. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been served if posted to the Purchaser/s under certificate of posting at :

At E Post Chinnahale.
Taluka Shrigonda.
Dist. Ahmednagar.

36. Nothing contained in these presents shall be construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or over the said property or the said premises or any part or portion thereof; such transfer 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 Purchaser/s of all premises in the building as stated herein.

37. The Purchaser/s shall have no claim save and except in respect of the particular premises hereby agreed to be sold i.e. all other areas including terraces etc. will remain the property of the Promoters 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 Promoters as contained in this Agreement.

38. The Purchaser/s shall at no time demand partition of his/her/their interest in the said building and or property, it is being hereby agreed and declared by the Purchaser/s that his/her/their such interest in the said premises is impartible.

39. The Promoters 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 said purchaser shall not disposed of the said flat to any other person by way of sale, transfer, gift, lease, licence etc. except heirship transfer with permission of the Government of Maharashtra.

...25..



the addition, alterations, raise/storage or put up additional structures as may be permitted by the Municipal Corporation of Greater Mumbai and other competent authorities; such additions, structures and storage will be the sole property of the Promoters alone who will be entitled to use the terraces including the parapet walls for any purpose including display of advertisements and sign boards and the Purchaser/s shall not be entitled to raise any objection or claim or any abatement in the price of the said 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 Promoters.

40. The Promoters shall in respect of any amount remaining unpaid by the Purchaser/s 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/s.

41. The Purchasers/s hereby covenants with the Promoters to keep the said premises, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good, tenantable and repairable condition and in particular so as to support shelter and protect the parts of the building other than the said premises. The Purchaser/s 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 Promoters. The breach of these conditions shall cause this Agreement to be ipso facto to come to an end and the amounts paid by the Purchaser/s to the Promoters under this Agreement shall stand forfeited and if such amount/s are inadequate to compensate for the damage so caused, the Promoters shall be entitled to recover further amount from the Purchaser/s to compensate for the same. The decision of the Promoters in that regard shall

be final and binding upon the Purchaser/s who shall not be entitled to dispute the decision of the Promoters in any manner whatsoever.

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

43. The Purchaser/s shall not decorate the exterior of the said premises otherwise than in a manner agreed to with the Promoters. The Purchaser shall not do any alteration in the exterior of the said building.

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

PROVIDED AND ALWAYS the Purchaser/s hereby agree and confirm that in the event of the said organisation being formed earlier than the Promoters deal with or dispose off all the premises in the said building then and in that event any allottee or Purchaser /s of premises from the Promoters shall be admitted to



such Co-operative Society, Limited Company or Condominium of Apartments 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/s or transferee thereof shall not be discriminated or treated prejudicially by such Co-operative Society, Limited Company or Condominium of Apartments as the case may be.

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

46. PROVIDED AND ALWAYS that in 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 to the rights, liabilities and/or the duties of the parties hereunder, the same shall be referred to arbitration. The provisions of the Indian Arbitration Act shall apply to such reference.

47. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the Maharashtra Ownership Flat Rules, 1964 and any other provision 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.

FIRST SCHEDULE

FIRSTLY ALL THOSE pieces or parcels of lands or ground situate, lying and being at Village Powai, Near I.I.T. off Adi Shankeracharya Marg, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bearing C.T.S. No. 20, 21, 22, 29 & 30 (all parts), of Village Powai admeasuring 1,51,315 sq.mts. or thereabouts.

SECONDLY a portion of ALL THOSE pieces or parcels of land or ground situate, lying and being at Village Powai near I.I.T. off Adi Shankeracharya Marg in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bearing C.T.S. No. 20, 21, 22, 29 & 30 (all parts), of Village Powai.

SECOND SCHEDULE

Common Areas and Facilities of immediate area 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. In case of the Terrace Flat the Terrace shall belong exclusively to the respective purchaser.

THIRD SCHEDULE

Pro-rata right alongwith all the Purchaser's 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) :

- (i) Staircase
- (ii) Entrance Hall
- (iii) Lifts



FOURTH SCHEDULE (For building No. 6)

1. R.C.C. framed structure
2. W.C. - 8" x 6" Somani white glazed tile Flooring + Dado of 2' 0"
3. Toilet / Bathroom - 8" x 6" Somani/Johnson white glazed tile Flooring + Dado of 4" ht
4. Bedroom, Living Room and Kitchen - Mosaic tiles 10" x 10" Grey colour with skirting
5. Kitchen Platform - Cuddapah top with Cuddapah patti & sink of Cuddapah with Dado 1' ht of white glazed tile 6" x 6"
6. Staircase Riser and Tread - Grey Mosaic
7. Lift Lobby flooring - Grey Mosaic tiles with skirting
8. Toilet Window - Wooden frame with fixed glass louver with tor-steel bars at Ground & First floor.
9. Windows - Alb. windows on Ground Floor and First Floor with iron grill.
10. Door - Flush door BSC 35mm. thick Toilet frame PVC with shutter of flush door 32mm. thickness.
11. W.C. - Open Plumbing, Indian W.C. with foot rest and PVC flushing tank, fitting.
12. One Wash Basin
13. RCC Loft - over the toilet
14. Electrical - Concealed wiring - Copper Cable - Aluminium Wiring Light point above wash basin.
15. Paving - In cement concrete.

16. Colour - Inside - White wash above Gypsum Plaster.
Cement Paint externally
Door/Window - Oil Paint
Staircase - Cement Paint.
17. Waterproofing - In brick bat coba.
18. Staircase - Of Suitable height
Railing
19. Terrace Parapet - Of adequate ht. as per Municipal
requirement.
20. Compound wall with malad stone cladding and M.S. Gates.
21. R.C.C. overhead and underground tanks with pumps of
adequate capacity.
22. Lifts as per Municipal requirements.

FIFTH SCHEDULE

1. The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the terrace, garden and main water pipes, lifts and electric wires in under or upon the building and enjoyed or used by the flat/premises holders in common with the other occupers 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, staircases, 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, liftman & chowkidars, pump-man, sweepers etc.
4. The cost of working and maintenance of common light, water pump, lift, Fire Fighting equipment (whenever provided), 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, bills, cesses, 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 building.

SIGNED SEALED AND DELIVERED }

by the said "PROMOTERS" in
J. B. Mendon
in the presence of

For OMEGA ASSOCIATES

Brodo

SIGNED SEALED AND DELIVERED }

by the said "PURCHASER/S" in
Vishwajit Veshwant Dhage
Sunita Veshwari Dhage
in the presence of

x Brodo
x Dhage

R. I. The sum of Rs 176,975/- by
D.D. NO 655004 on the Maharashtra CO. of.
Bank Ltd dt 28/9/01 against Flat NO
A/903 on 9th floor in Kingston at Hiraniwadi
Gardens. Powai, Mumbai-76.

For OMEGA ASSOCIATES

Brodo

BEFORE ME

FOR ADDITIONAL COLLECTOR &
COMPETENT AUTHORITY (U.L.C.)
GR. BOMBAY.

25/10



EXHIBIT "A"

SURYAKANT Y. JADHAV
ADVOCATE

RESIDENCE :
200, KOTHARI NHAS,
DONGRI JAIL ROAD (EAST),
MUMBAI - 400 002.

To
M/S.CRESCENDO ASSOCIATES,
Mumbai.

Ref : In the matter of all those pieces or parcels of land or ground admeasuring 1,51,315 sq.mtrs. or thereabouts situate, lying and being at Village Powai, Taluka Kurla in the registration district and sub-district of Mumbai City and Mumbai Suburban bearing C.T.S. Nos.20 (Pt), 21 (Pt.), 22 (Pt), 29 (Pt) and 30 (Pt).

Chandrabhan Bhuramal Sharma
AND
M/s.Crescendo Associates.

Sirs,

THIS IS TO CERTIFY that I have investigated the Title of Mr.Chandrabhan Bhuramal Sharma (hereinafter referred to as the said Original Owner) to the above property and I have to state as under :-

1. It appears that prior to 28th January 1984, the Original Owner was the owner inter-alia of land bearing C.T.S. Nos.20 (Pt), 21(Pt), 22(Pt), 29(Pt) and 30 (Pt), situate, lying and being at Village Powai, Taluka Kurla in the registration district and sub-district and Mumbai City and Mumbai Suburban admeasuring about 1,51,315 sq.mtrs. or thereabouts (hereinafter referred to as the said property).

Contd.. /2/



SURYAKANT Y. JADHAV

ADVOCATE

RESIDENCE :

230, KOTHARI NHAS,
DONGRI JAIL ROAD (EAST),
MUMBAI - 400 009.

(2)

2. By an Agreement for Development-cum-Sale dated 28th January 1984, made between the said Original Owner of the One Part and yourselves of the other part, the said Original Owner has agreed to sell and you have agreed to purchase inter-alia the said property for the consideration and on the terms and conditions as contained therein.

The said Original Owner executed Power of Attorney in favour of Mr. Niranjan L. Hiranandani, a partner in your firm, authorising him to do certain acts as contained therein inter-alia in respect of the said property.

4. By the Supplemental Agreement dated 15th April 1985 executed by and between the said Owner and yourselves, the said Owner has inter-alia confirmed that the said Development-cum-Sale Agreement dated 28th January 1984, is valid and subsisting.

5. The said property was subject to the acquisition by the Bombay Metropolitan Region Development Authority (hereinafter referred to as the said B.M.R.D.A.) under the B.M.R.D.A. Act, 1974 for Powai Area Development Scheme as provided by

§

Contd./3/



SURYAKANT Y. JADHAV

ADVOCATE

RESIDENCE:

220, KOTHARI NHAS,
DONGRI JAL ROAD (EAST),
MUMBAI - 400 008.

(3)

the development plan of the city of Mumbai and subject to the provisions of Urban Land (Ceiling & Regulation) Act, 1976.

6. By the Tripartite Agreement dated 19th November 1986, made between the Governor of Maharashtra of the First Part, the said BMRDA of the Second Part and Mr. Harishchandra Chandrabhan Sharma and others of the Third Part, the said Original Owner surrendered and/or delivered the said property to the State Government and/or the said BMRDA, and the Governor of Maharashtra and the said BMRDA agreed to dispose off by way of lease the said property to the said Original Owner subject to the terms and conditions set out therein.

7. In pursuance of the said Tripartite Agreement dated 19th November, 1986, an agreement to lease was also executed on 19th November, 1986 by the said BMRDA in favour of the said original Owner, as Licensee and the said Original Owner was allowed to enter upon, deal with or develop the said property subject to the terms and conditions as contained therein.

Contd.. /4/



SURYAKANT Y. JADHAV

ADVOCATE

RESIDENCE :

230, KOTHARI NIVAS,
DONGRI JAIL ROAD (EAST),
MUMBAI - 400 009.

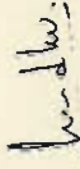
(4)

8. The said Original Owner executed a Writing dated 15th August, 1988 thereby confirming their having agreed to sell inter-alia the said property to yourselves as stated therein.

9. In the premises aforesaid, subject to the aforesaid Agreement for Development-cum-Sale dated 28th January 1984, Writing dated 15th August, 1988, Tripartite Agreement dated 19th November, 1986 and Agreement to Lease dated 19th November 1986 and relying upon the statements made therein, I have found the lease hold title of the said Original Owner to the said property as clear and marketable and free from encumbrances of any nature whatsoever.

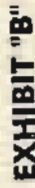
DATED THIS 13th DAY OF JUNE 1998.

Yours faithfully,



(Suryakant Y. Jadhav)
Advocate.




$$Y, R, F, -\partial_0 U, \partial_0 - \partial_1 U, A, C, -(\partial_1 \partial_0) A, U$$

Q. T. H. J. 4-

2.2h

Y. P. F., 500,000, 7-86-WGA-5---(Ca) 411
(3 R., R. P., No. 8616, dated 10-9-20.)

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RULED CARD

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ॐ नमो भगवते वासुदेवाय
 श्रीमद्भगवद्गीता
 अर्जुनसंवादे
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 धर्मक्षेत्रे कुरुक्षेत्रे
 समवेता युयुत्सवा
 मामका पांडवयोश्च
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90-D

निजिंटाये मुल !
एकण रत्न !

346

Form

88

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

Intimation of Disapproval under Section 316 of the Bombay Municipal Corporation Act, as amended up to date.

MEMORANDUM

No. E. B/CE/ BS/A
Mo. CE/422/PRES/AS

22 JUL 1994

of 199

199

Municipal Office,

To,

Bombay.....199

Shri Surendra Hiranandani U.A. to Owner.

With reference to your Notice, letter No.....dated.....199 and delivered on.....199

and details of your building at Sect. XI, CTS No. 16, 18, 19, 20, 21 & 22 (all parts) of village Poval.

furnished to me under your letter, dated.....199. 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, by thereof reasons:-

- A) That the letter from the owner appointing registered structural engineer is not submitted and the structural design 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 without 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 Sec. 347(1)(a) 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 Sec. 270A 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 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 of Executive Engineer (Sewerage Project), planning & 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 laid, 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 loadings 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 about open space.
- N) That five 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 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 ~~21st~~ 21st day of ~~May~~ 30th 1995 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.

*Executive Engineer, Building Proposals,
Zone, WEP*

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 346 of the said Act.

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

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

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

"(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (150 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 on occupation is detected by the Assessor and Collector's Department.

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

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

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

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

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

बृहन्मुंबई महानगरपालिका

MUNICIPAL CORPORATION OF GREATER BOMBAY

No. UM/442/BPES/AS

22 JUL 1944

Office of the

City Engineer

City Engineer (Public Works)

City Engineer (Public Works)

City Engineer (Public Works)

City Engineer (Public Works)

City Engineer (Public Works)

-3-

- 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 regulations.
- Q) That the road lines and reservations will not be got demarcated at site jointly with the representative of Assistant Engineer (Survey) (Eastern Suburbs), Executive Engineer (Development Plans), 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. 1000/- 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 claim 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 M.A. Permission from the Collector of Bombay will not be submitted.
- X) That no Objection Certificate from Civil Avion or 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 arrangement will not be made in consultation with the Executive Engineer, Storm Water & Floods (Suburbs).
- Z) That the means of access will not be constructed with bound masonry before starting the work and will not be constructed, asphalted, drained, lighted etc. and 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 at least 92 feet fall below or 6" above adjoining road level whichever is higher with murrum, earth, boulder, etc. levelled and rolled to the satisfaction of the City Engineer.
- 22) That the land is set back or going under development plan road for which R.O.I. advantage is taken will not be filled up and brought in level with the surrounding plot area.
- 23) That the land is set back or going under development plan for which R.O.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 let transferred in the record of City Survey Office in the name of the Municipal Corporation.

...4/-

- 24) That the Sector 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 condition mentioned in the tripartite agreement dated 19-11-86 in between owner, Bombay Metropolitan Regional Development Authorities and Govt. of Maharashtra will not be complied with.
- 27) That the condition mentioned in lease agreement of Bombay Metropolitan Regional Development Authorities and owner of land dated 19-11-86 will not be complied with.
- 28) That the registered under taking 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.
- 29) That the registered undertaking agreeing to form Co-op. Housing Society will not be submitted before starting the work.
- 210) That the society will not be formed and get registered and true copy of the registration of the society will not be submitted.
- 211) That the terms and conditions of the sanctioned sub-division/ layout will not be complied with.
- 212) That federation of all the societies in the layout for construction and maintenance of the infrastructure will not be formed.
- 213) That the electric poles along internal access/road/layout roads will not be provided as per the standard regarding size, height, material and foundation to be laid down of respective electric supply Co. and approved by this office.
- 214) That the floor No. will not be marked and painted on front wall of the staircase and lift well.
- 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/Assistant Engineer (Acquisition) stating that no compensation is paid for the set back land with area details will not be submitted before starting the work.
- 217) That commencement certificates under Sec.45 of the Maharashtra Regional & Town Planning Act, 1966 will not be obtained before starting the work.
- 218) That the requirements of Chief Fire Officer will not be obtained and complied with.
- 219) That the requirements of Dy. Chief Engineer Sewerage Project (Planning & Design) will not be obtained and complied with.
- 220) That the conditions mentioned in the clearance under No. ADM(I)/Acq./Power/Exemption/14187 of 17-2-87 obtained from the Competent Authority under U.I. (88) Act, 1976 will not be complied with.
- 221) That the 15% of the total No. of flats corresponding to the total built up area will not be reserved for Municipal nominees and allotted to them.
- 222) That the requirement of tree authority will not be obtained and complied with.
- 223) 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.
- 224) That a common antenna will not be provided for the benefit of all members of the building.
- 225) That the development charges in view of amendments in M.R.T.P. Act, 1992 will not be paid before asking for commencement certificate.

बृहन्मुंबई महानगरपालिका

MUNICIPAL CORPORATION OF GREATER BOMBAY

No. 08/442/BPES/AS

22 JUL 1946

-5-

- 226) 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 floors and plinth filling etc.
- 227) 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.
- 228) 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.
- 229) That M.O.C. from Assistant Engineer Water Works 'S' Ward will not be submitted for additional water and sewerage charges.

NOTE : 1) The work shall be started after compliance of objections.
O, H, T, Z17.

2) The O.C. will be issued after compliance of objections.
A, B, E, Q, R, W, X, Y, Z, Z5, Z18, Z19, Z22, Z25, Z27, Z29.

dkw/

21/12/46
Executive Engineer Building Proposals.
(Eastern Suburbs.)



NOTES

- (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 structures for storing construction 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 that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand, preps debris, etc., should not be deposited over footpaths or public street by the owner/architect/their contractors, etc., without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objections is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces and dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. of should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted 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) (H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347(1) (a) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the 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 with drawn.

(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 relocating 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 space, 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 cause also 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 or linges. 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 provide with a bolt and large screwed on highly serving the purpose of a lock and the warning trips of the ribbet preessed with screw or dome shape pieces (like a garden mart rose) with copper pipes with perforations each not exceeding 1.5 mm. in diameter. The cistern shall be made easily, safely and permanently a cessible 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 copying over compound wall.

(32) (a) Louvers 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.

Executive Engineer, Building Proposals
22/3/74
Zone - C-3
Wards

VALID UP TO 24/10/95

MUNICIPAL CORPORATION OF GREATER BOMBAY

NO. CE/442. /BPES/AS. of 2.11.1995

COMMENCEMENT CERTIFICATE

Perm. is hereby granted under Section 45 of the Maharashtra Regional and Town Planning Act (Maharashtra Act No. XXXVII of 1947) to Shri Surendra Hiramandani C.A. to owner.

Applicant to the development work of prop. Bldg. No. 6 in sector VI.

at premises at Plot No.

on C.T. Survey No. 16, 18, 19, 20, 21 & 22
Village Powai. situated at Powai. (all parts)

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 S.N. Nettle Executive Engineer to exercise his powers and sanctions 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. Gupta plinth is still slab

for and on behalf of the Local Authority

The Municipal Corporation of Greater Bombay.

1. 11. 1995

Executive Engineer, Building Proposals
(Eastern Suburbs)

For Municipal Commissioner
for Greater Bombay.

CEI 442 / BPES / A3 23 FEB 1995

Full C.C. for wing 'A'.

27/1/91

Executive Engineer Building Proposal.
(Eastern Suburbs.)

11/2 11/2 11/2 11/2 11/2 11/2 11/2 11/2 11/2 11/2

Full C.C. for wing 'B'.

27/1/91

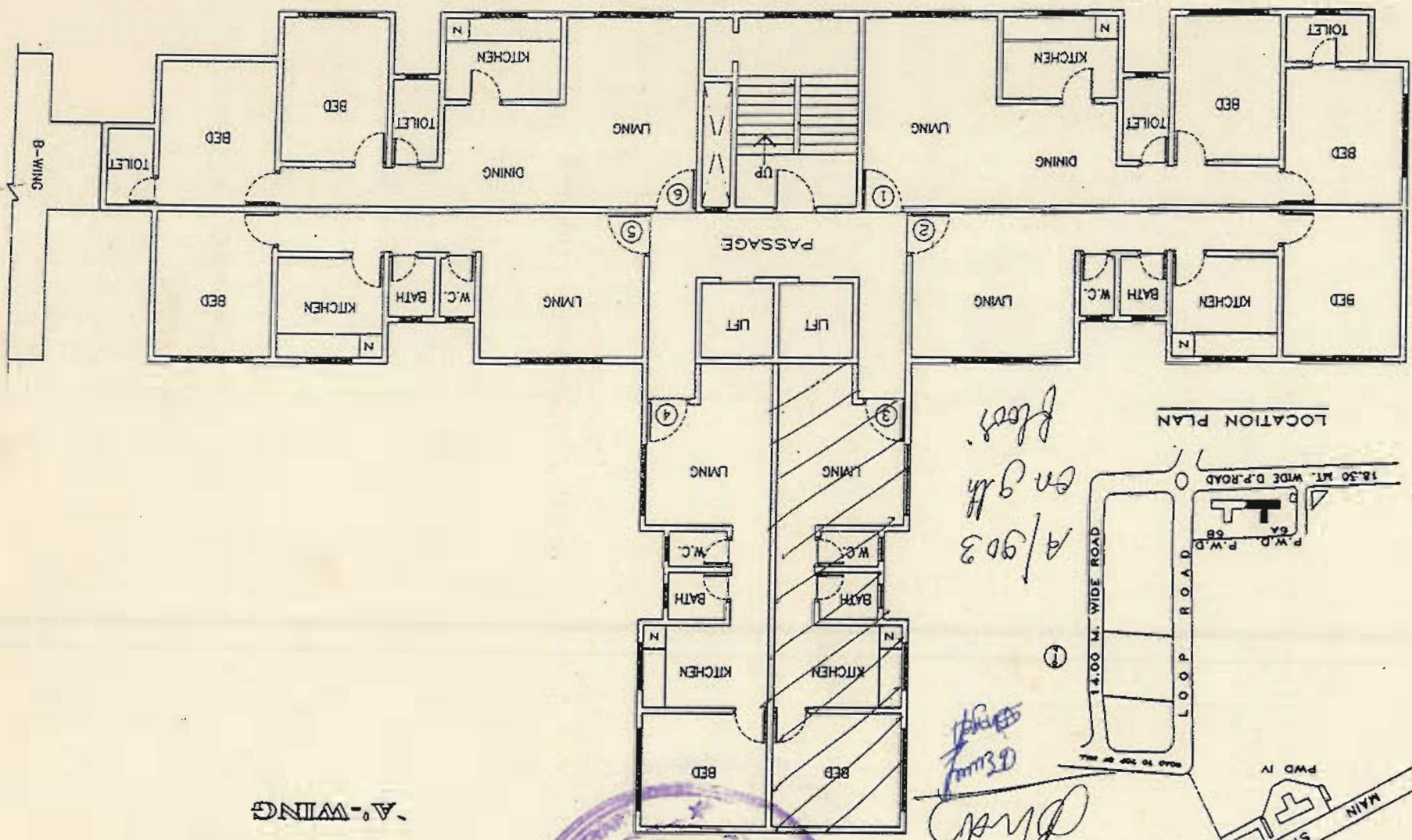
Executive Engineer Building Proposal.
(Eastern Suburbs.)



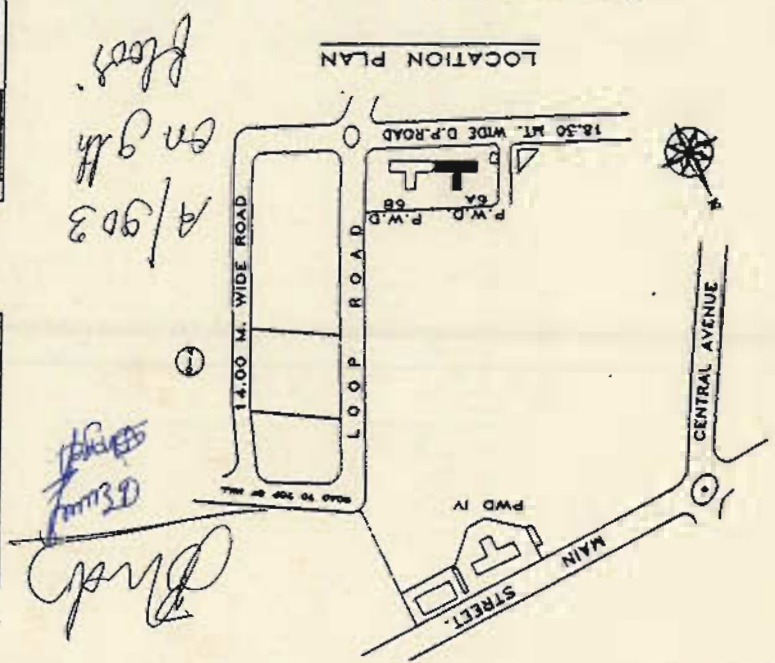
PROPOSED RESIDENTIAL BUILDING NO.-6, SECTOR XI PLOT BEARING C.T.S. NO.- 16(PT.), 18(PT.), 20(PT.), 21(PT.), 22(PT) OF VILLAGE POWAI, MUMBAI.



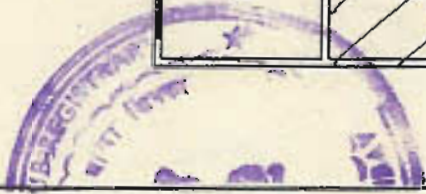
TYPICAL FLOOR PLAN
(1ST TO 7TH & 9TH TO 14TH FLOOR)



LOCATION PLAN



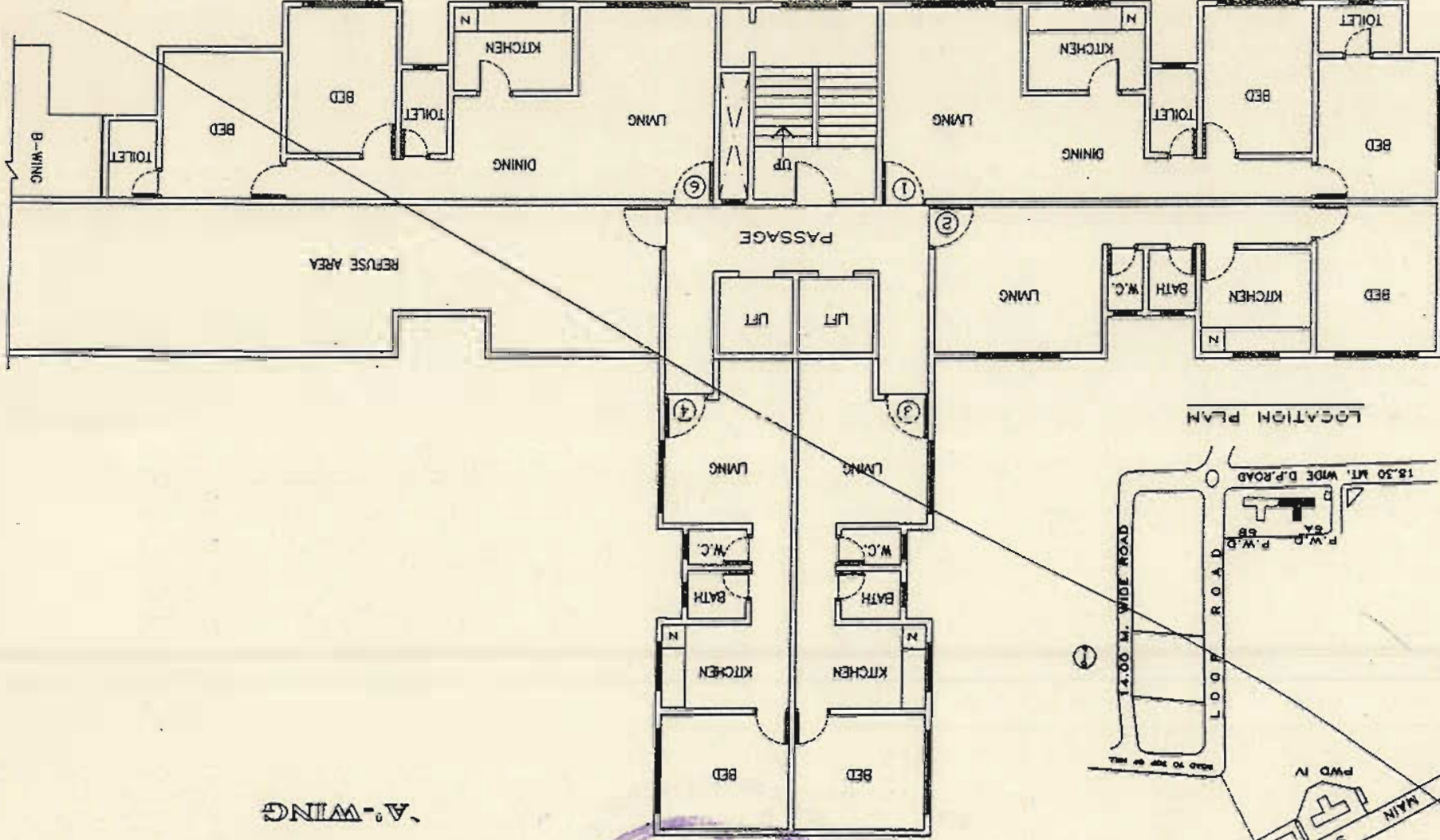
KINGSTON
A-WING



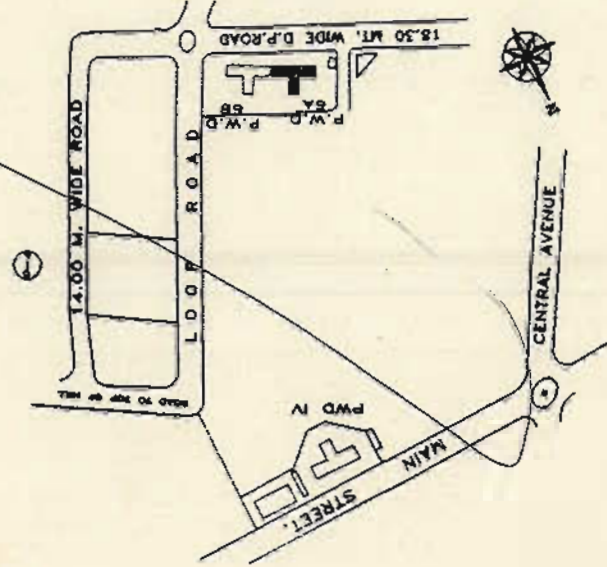


PROPOSED RESIDENTIAL BUILDING NO.-6, SECTOR XI PLOT BEARING C.T.S. NO.- 16(PT.),
18(PT.), 20(PT.), 21(PT.), 22(PT) OF VILLAGE POWAI, MUMBAI.

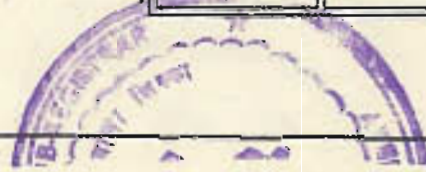
3TH FLOOR PLAN



LOCATION PLAN



KINGSTON
A-WING

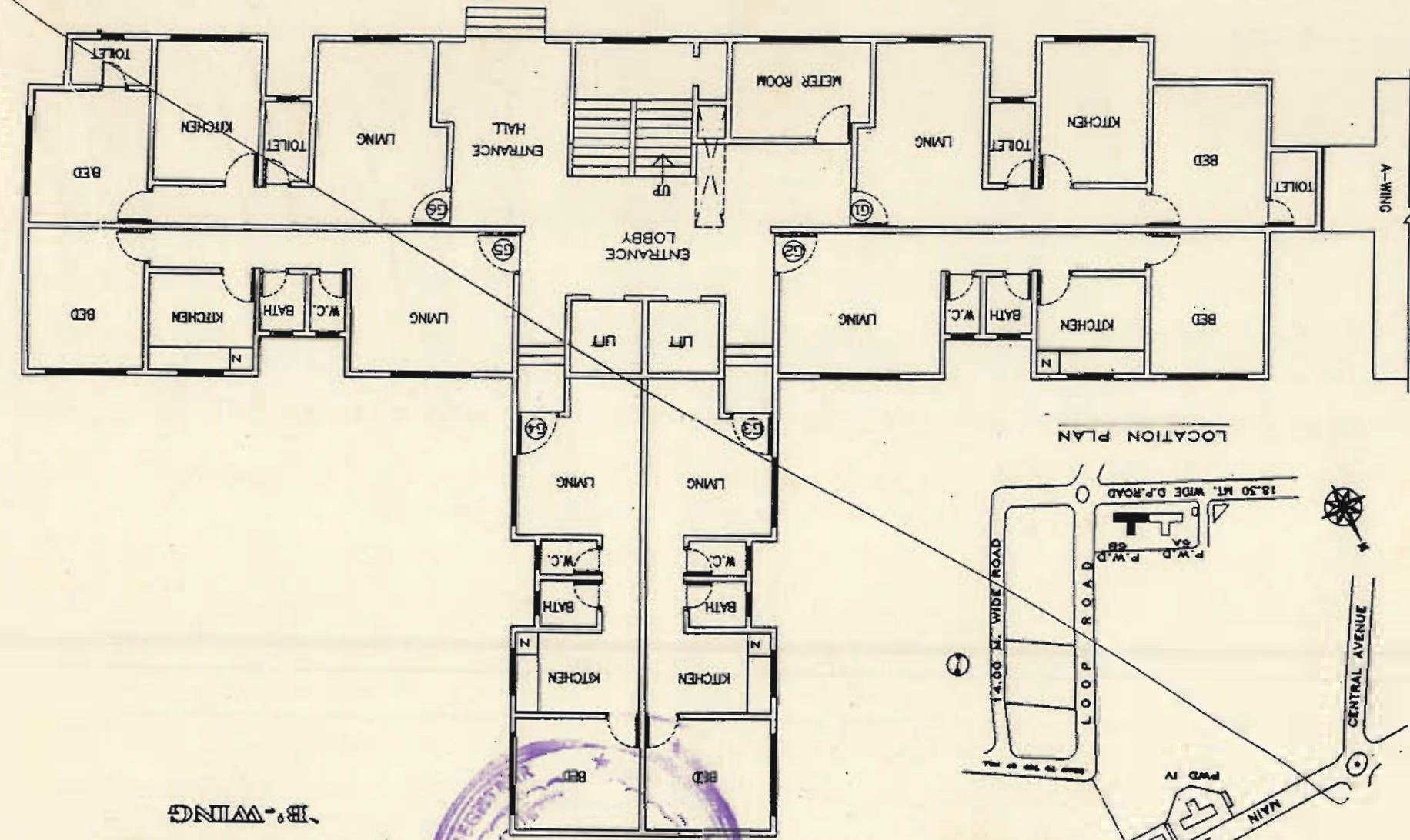




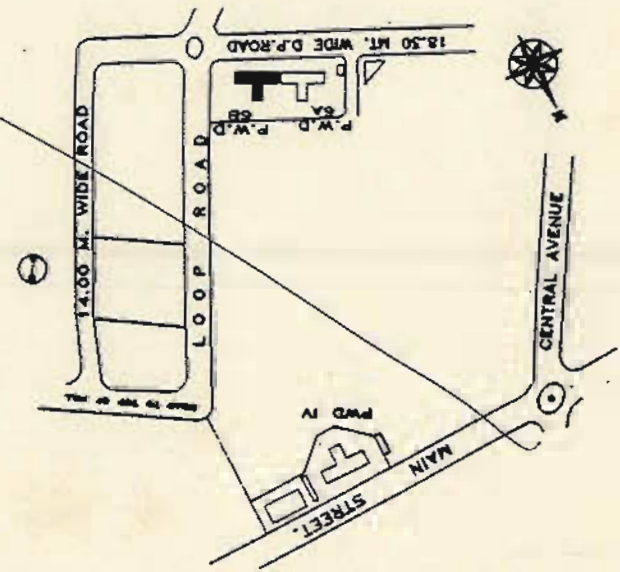
PROPOSED RESIDENTIAL BUILDING NO.-6, SECTOR XI PLOT BEARING C.T.S. NO.- 16(PT.), 18(PT.), 20(PT.), 21(PT.), 22(PT) OF VILLAGE POWAI, MUMBAI.



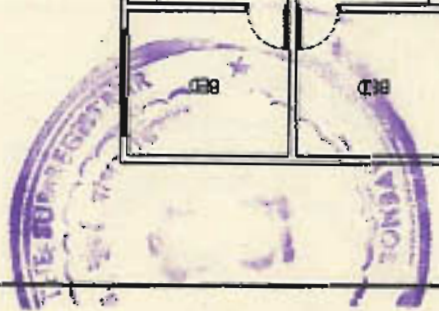
GROUND FLOOR PLAN



LOCATION PLAN



KINGSTON
B-WING

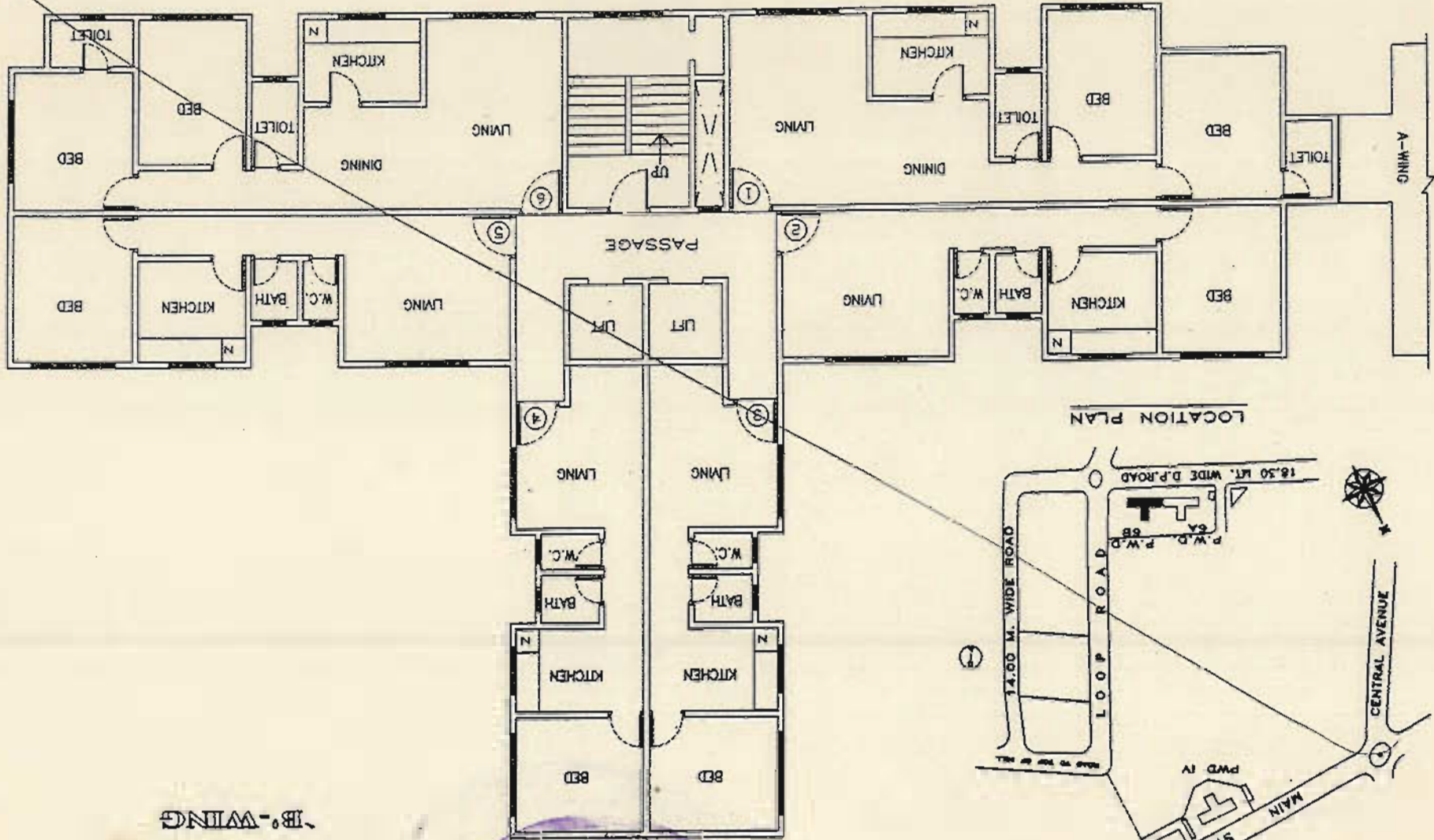




PROPOSED RESIDENTIAL BUILDING NO.-6, SECTOR XI PLOT BEARING C.T.9. NO.- 16(PT.),
18(PT.), 20(PT.), 21(PT.), 22(PT) OF VILLAGE POWAI, MUMBAI.

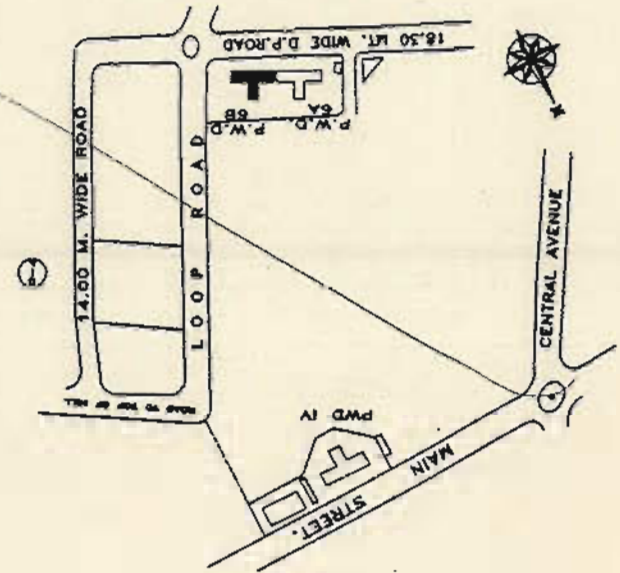


TYPICAL FLOOR PLAN
(1ST TO 6TH & 8TH TO 13TH FLOOR)



KINGSTON
B-WING

LOCATION PLAN

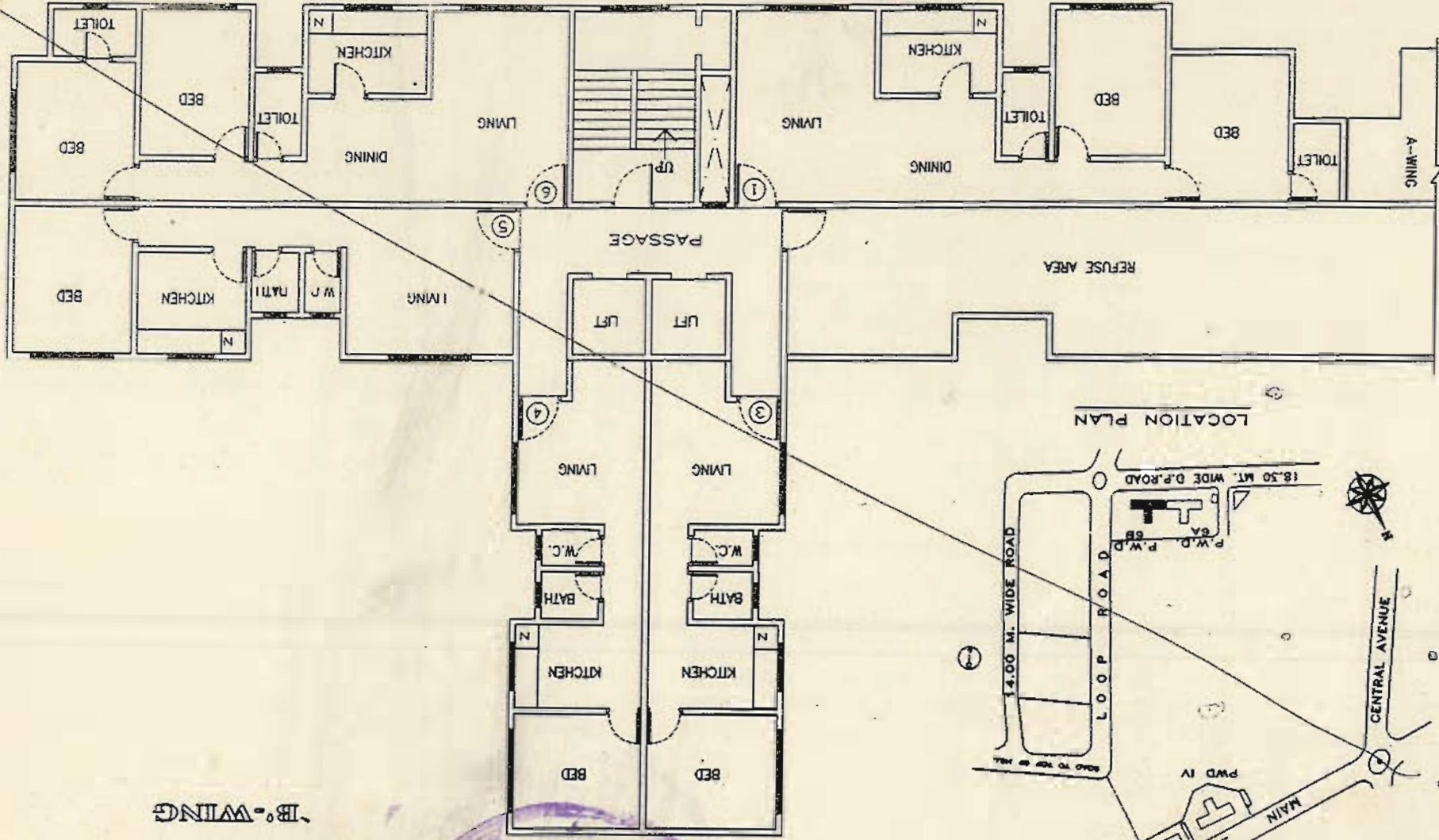




PROPOSED RESIDENTIAL BUILDING NO.-6, SECTOR XI PLOT BEARING C.T.S. NO.- 16(PT.), 18(PT), 20(PT), 21(PT), 22(PT) OF VILLAGE POWAI, MUMBAI.

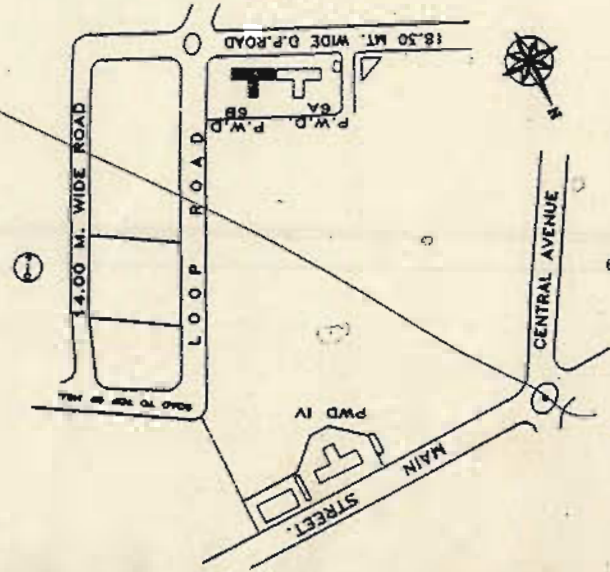


7TH FLOOR PLAN



KINGSTON
B-WING

LOCATION PLAN





बबज.२२.५.१. / २००१

अनुक्रमांक नंबर

सन २००१ चे

१.२.२००१ मध्ये महिन्याचे
१.२.२००१ तारखेस ११
१.२.२००१ वाचण्याचे दरम्यान दुय्यम निबंधक
मुंबई यांचे कार्यालयात हजर केला.

कुपण

कुपण

सह दुय्यम निबंधक
मुंबई उपनगर जिल्हा

अलीत प्रमाणे फी मिळाली

नंदणी फी

शे

नक्कल (फोलिओत)

जादा (कालम ३० प्रमाणे)

जादा नक्कल (कालम ६७)

रजवात

यादी

फाईलींग

टपाल

एकूण

२१५३१

कुपण
दुय्यम निबंधक, मुंबई
अधिलाही सुनावणी करण्याखेरीज
निबंधकाचे सर्व अधिकार असलेले

मी उद्दय मशायर हेजे. वम ३५ पत्रकार.
वा. निबंधक ११. मी. गंधार, अहमदनगर.

दस्तावेज करून घेणार

तथावांथित ११.१६.२००१-११

करून दिल्याचे किबुल करतात.

कुपण

१) मी सुदेश सापग ११२ सखान.

वा. अहमदनगर सौरभ कुमारेकर ६१ सुरडाव

रोड - अहमदनगर.

२) मी गुन वेद. सखान

वा. सापग मुंबई. १६

१) २००१

२) २००१

३) २००१

कुपण २०/११/०१

२२/१९०

श्री. जे. बी. मेडल, एम ४० को मोररी
 स. बी-१०३ विप्लव-पी. सी. मेडल, एम ४०
 रोड, एडिलर (एम) एम ४० - ४०० ०६८.
 हे से ओमोड/१ अहोमोड तर्क
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 मतदान कोटेशन एम. एम. ०६/०६५/१३२९२०८
 दिनांक २१ / ११ / ९५.

दस्तावेज करन वेणार
दस्तावेज
 तपाकशिल
 करन दिल्याचे कबुल करात.

Hand

दुप
 सह दुय्यम निबंधक
 मुंबई उपनगर जिल्हा

दिनांक
 २१/१२/०१

स्टिमनी अड्डा निगा १६०५ लो १५२८ अहोमोड
 १/- चिपळ ना. स्टिमनी नि. चिपळ १०१८

..... दस्तावेज करन वेणार
 तपाकशिल अहोमोड करन
 दिल्याचे कबुल करात.
 १ अहोमोड

- १ अहोमोड ना. कोरे जाडरी. १/- विप्लव-पी. १
- २ अहोमोड निगा १६०५ लो १५२८ अहोमोड
- ३ अहोमोड ना. कोरे जाडरी १/- अहोमोड

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१९९१ - २०११/२००९

सर्वोच्च न्यायालय, कोलकाता

कोलकाता

कोलकाता

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मुख्य न्यायाधीश, मुख्य

न्यायाधीश सुनावणी करणारिदीक

विशेषकरे सर्व न्यायालय व्यवस्था



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