



बृहन्मुंबई विद्युत पुरवठा आणि परिवहन उपक्रम

(बृहन्मुंबई महानगरपालिका)

बेस्ट भवन, पो.बॉ.नं.१९२, बेस्ट मार्ग, कुलाबा, मुंबई - ४०० ००१

Ward Office Address:

Customer Care 'A' Ward, B.E.S & T
Undertaking, Electric House, 1st
Floor, Colaba, Mumbai-400001, Tel No-
22851718

Name : CHEMTROLS INDUSTRIES PRIVATE LIMITED Mobile No: 98XXXXX019 Email ID: XXXXyan@chemtrols.com	Bill For : Jun-2024 Book Folio No. : 894185 Cycle : 10 Type of Supply : 1P Service No : 552300-X-X Installation No. : 0 Sanctioned Load : 5.530 KW Security Deposit : 10000.00	Date of Bill : 18/06/2024 Invoice No. : 406894185421 Consumer No. : 894-185-421*6 C.A.No. : 1053517 Bill Period : 10/05/2024 - 07/06/2024 Tariff : LT II A Category : COMMERCIAL Ward : A
Billing Address : 910, FLOOR-9, PLOT-212, WEST WING, TULSIANI CHAMBERS, FREE PRESS JOURNAL MARG, NARIMAN POINT, MUMBAI-400021	Power Supply Address : 910, FLOOR-9, PLOT-212, WEST WING, TULSIANI CHAMBERS, FREE PRESS JOURNAL MARG, NARIMAN POINT, MUMBAI-400021	Last Payment Received ₹ 0.00 Last Payment Received Date 07/05/2024

Current Bill Amount ₹	Past Dues ₹	Due Date *	Bill Amount Before Due Date ₹	Bill Amount After Due Date ₹ **
14614.23	11137.31	08/07/2024	25750.00	25933

* Due date valid only for current bill amount ** Interest will be levied on arrears as applicable

Important Contact Details Fuse Control/Off Supply 22184242/9029194242/ 9920564242 8828871649	Billing Complaints 22799546	Electricity Theft/ Unauthorised use South-22814996	Fault Control 22066661/22066611/90 29156611/9920196611	For Street Lighting Complaints 8097584815 / 7208836089
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Internal Complaint Redressal Cell Assistant Admin. Manager, Customer Care 'A' Ward, 1st Floor, Electric House, Colaba, Mumbai-400001. Tel No-22799524. Email : igrccaward@bestundertaking.com	Consumer Grievances Redressal Forum Ground Floor, Multistoried Annex Bldg, Accommodation Road, Colaba, Mumbai - 400001 Visit : www.cgrfbest.org.in Email : decgrf@bestundertaking.com	"IMPORTANT MESSAGE" NEFT / RTGS Electricity Bill Payment (IDFC First Bank) Name of Beneficiary : BEST Undertaking Beneficiary Account Number : BESTXXXXXXXXXXXX (8 digit Consumer No.) Bank Name and Branch : IDFC First Bank Ltd, Chennai, R K Sarai. IFSC Code : IDFC0001011 NEFT / RTGS Additional Security Deposit Payment (IDFC First Bank) Name of Beneficiary : Best Undertaking Beneficiary Account Number : BESTXXXXXXXXXXXX (8 digit Consumer No.) Bank Name and Branch : IDFC First Bank Ltd, Chennai, R K Sarai. IFSC Code : IDFC0001011 NEFT / RTGS Electricity Bill Payment (SBI) Name of Beneficiary : Best Undertaking Beneficiary Account Number : BESTXXXXXXXXXXXX (8 digit Consumer No.) Bank Name and Branch : STATE BANK OF INDIA, MAIN BRANCH IFSC Code : SBIN0003000	Past Consumption Bar Graph Unit kWh Month Meter No - 2295374 <table border="1"> <tr><td>938</td><td>May-24</td></tr> <tr><td>920</td><td>Apr-24</td></tr> <tr><td>860</td><td>Mar-24</td></tr> <tr><td>864</td><td>Feb-24</td></tr> <tr><td>766</td><td>Jan-24</td></tr> <tr><td>779</td><td>Dec-23</td></tr> <tr><td>680</td><td>Nov-23</td></tr> <tr><td>510</td><td>Oct-23</td></tr> <tr><td>483</td><td>Sep-23</td></tr> <tr><td>368</td><td>Aug-23</td></tr> <tr><td>497</td><td>Jul-23</td></tr> </table> Units Consumed kWh <table border="1"> <tr><td>Jun-24</td><td>1232</td></tr> <tr><td>Jun-23</td><td>614</td></tr> </table>	938	May-24	920	Apr-24	860	Mar-24	864	Feb-24	766	Jan-24	779	Dec-23	680	Nov-23	510	Oct-23	483	Sep-23	368	Aug-23	497	Jul-23	Jun-24	1232	Jun-23	614
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Bill Collection Centers in your area
 Colaba Best Office : New Admin Bldg, Best Marg, Colaba, Mumbai 400001
 Flora Fountain : Hutatma Chowk, Near Central Tar office, Mumbai 400 001
 Backbay : Backbay Depot, Capt. Prakash Pethe Marg,
 Fort Market : Mint Road, Main Post office, Mumbai-400 001
 Colaba Bus Station : Colaba Bus Station, Mumbai-400001
 Nagar Chowk : Near BMC Headquarter, Mahapalika Marg, Nagar Chowk, Mumbai 400 001



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(Girish G. Chandankar)
Chief Engineer Customer Care

"This bill for power supply cannot be treated or utilised as proof that the premises for which the power supply has been granted is an authorised structure nor would the issuance of the bill amount to proof of ownership of the premises."

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for payment through
UPI App

Consolidated Stamp Duty paid to General Stamp Office, Mumbai vide Order No. MUDRANK SHULK NUMBER. CSD/20/2023/(Validity Period from dtd.29.11.2023 to dtd.31.01.2026)/4848, dtd.30.11.2023."

Crossed Cheque ** / D.D. Should be in Favour of * BEST Consumer 894185421*6

D / W / CY	CONSUMER NUMBER	BILL DATE	DUE DATE	BILL AMOUNT ₹
S/A/10	894-185-421*6	18/06/2024	08/07/2024	25750.00

If you have paid Arrears of , Please bring the paid bill and Pay

** Payment by made cheque is subject to realization.



24060008941854216000002575000NN08072024M000001053517

Printed On: 25-06-2024 11:21:53

Tulsiani Chambers Premises Co-Operative Society Limited

Regd No. BOM/GEN/A-1383 OF 1982
Tulsiani Chambers, 212, Nariman Point, Mumbai-400021

MAINTENANCE BILL (QUARTERLY) (Apr 01, 2024 to Jun 30, 2024)

UNIT DETAILS

Building Tulsiani Chambers
Wing -
Unit 910
Area 435 Sq. Feet
Mem. GSTIN -
State Maharashtra

BILL DETAILS

Bill No IN181
Due Amount 35599.00
Bill Date Apr 01, 2024
Due Date Apr 30, 2024
Soc. GSTIN 27AAAAAT8890N2Z1
Soc. PAN AAAAT8890N

Name Chemtrols Industries Pvt. Ltd.

Group	Particulars	SAC Code	Amount	CGST (%)	CGST Amount	SGST (%)	SGST Amount	Total
Funds	Sinking Fund	999599	196.00	9	17.64	9	17.64	231.28
	Ground Lease Rent	NA	1,358.00	0	00.00	0	00.00	1,358.00
Taxes	Municipal Tax (Provisional)	NA	8,658.00	0	00.00	0	00.00	8,658.00
	Electricity Charges	NA	783.00	0	00.00	0	00.00	783.00
Charges	Security/ Up-keeping/ Maint.	999599	4,241.00	9	381.69	9	381.69	5,004.38
	Water Charges	NA	1,305.00	0	00.00	0	00.00	1,305.00
Interest	Interest On Principal	999599	780.26	9	70.22	9	70.22	920.70
	Total		17,321.26		469.55		469.55	18,260.36
	Principal Amount				17,339.00		Arrears	17,339.00
	Accumulated Interest				00.00		Adjustment	-0.36
	Thirty Five Thousand Five Hundred And Ninety Nine Rupees Only.						Grand Total	35,599.00

F. & O.E.

Note:

1. No claim in respect of this Tax Invoice will be entertained unless the same is notified in writing to the Hon. Secretary within 10 days from the date of the Tax Invoice.

2. Please pay on or before the due date.

3. Interest @18.00% p.a. will be charged on outstanding dues.

4. Water Charges @ Re. 1/- sq.ft/month; Electricity Charges @ Rs. 0.60 sq.ft./month; Security/Up-keeping/Maint. @ Rs. 3.25 sq.ft. month

5. Please make NEFT/RTGS favouring Tulsiani Chambers Premises Co-operative Society Limited, SB A/c No. 00011000074606, HDFC Bank LTD., Nariman Point Branch, IFSC - HDFC0000001

Taxable Amount	CGST	SGST	IGST
5,217.26	9% 469.55	9% 469.55	-

* This is a computer generated INVOICE. No signature is required.

18/4/24
cc ste
as. 35599/-

(1) TULSIANI

Agreement For Sale

ARTICLES OF AGREEMENT made this 6th day of March 1980 between TULSIANI BUILDERS PRIVATE LIMITED, a Private Limited Company incorporated under the Companies Act, 1956 (Act 1 of 1956) having its Registered Office at 506 Maker Bhavan No. III, 21 New Marine Lines, Bombay 400 020 hereinafter called 'THE BUILDERS' (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and Assigns) of the One Part AND Shri/Smt/Messrs. CHEMTROLS

of Bombay Indian Inhabitant residing/carrying on business at B-911 Usha Nagar Bhamburda, Bombay.

hereinafter called 'THE PURCHASER' (which expression shall unless be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, successors and assigns) of the other Part;

WHEREAS

By virtue of the following correspondence exchanged between the Builders, the Under-Secretary to the Government of Maharashtra, Revenue & Forests Department and the Collector of Bombay, the Builders had become entitled to a lease for a period of 99 years in respect of plot No. 212 admeasuring 4875.11 square meters situate at Block No. III, Backbay Reclamation Scheme, Bombay (hereinafter referred to as 'the said plot'), and more particularly described in the First Schedule hereunder written. The Builders have also been put in possession of the said plot by the Collector of Bombay.

- (a) Letter dated 18-1-1972, from the Builders to the Under-Secretary to the Government of Maharashtra.
- (b) Letter No. LBR-2572/20749-A 1 of 25-4-1974 from the Under-Secretary to the Government of Maharashtra (Revenue & Forest Department) to the Builders.
- (c) Offer letter dated 26th April 1974, from the Builders to the Collector of Bombay.
- (d) Letter No. SB-CC3-LND 25-10 (212) dated 26-4-1974 From the Collector of Bombay to the Builders.

As per the terms and conditions on which the Government agreed to grant lease of plot to the Builders as aforesaid the annual ground rent payable in respect of the said plot was to be calculated at the rate of .61% on the notional value of Rs. 5,400/- per square metre.

Two petitions being Petitions Nos. 519 of 1974 and 553 of 1975 were filed by Piloo Mody and others and Sudhir Joshi and others respectively in the Bombay High Court against the State of Maharashtra and others (including the Builders) under Article 226 of the Constitution of India challenging inter alia, the allotment of the said plot to the builders as aforesaid.

The said two petitions were disposed off by the Hon'ble late Mr. Justice J. M. Gandhi by his judgments dated 22nd day of

November 1975 and 26th November 1975 respectively. In his said judgments, he held inter alia that though the allotments in the said plot was liable to be set aside if the Builders agree to pay lease rent calculated at the rate of 6 1/2% on the notional value of the said plot at Rs. 7,200/- per square meter the Builders would be entitled to continue in possession.

The Builders have as per the order of the late the Hon'ble Mr. Justice Gandhi agreed to pay lease rent calculated at the rate of 6 1/2% of the notional value of Rs. 7,200/- per square metre and are, therefore, entitled under the said judgments to retain possession of the said plot and construct building thereon as per the terms and conditions of the agreement to lease.

The remaining terms and conditions on which plot was allotted to the Builders as aforesaid are the same as referred to in the correspondence mentioned above. The only change in the terms and conditions regarding allotment of the said plot is with regard to the lease rent which will now be payable at the rate of 6 1/2% on the notional value of the plot at Rs. 7,200/- per square meter instead of 6 1/2% on the notional value of the plot at Rs. 5,400/-.

The Builders propose to construct on the said plot a multi-storied building known as "Tulsiani Chambers" consisting of a basement, Ground floor and eleven upper storeys for Commercial and other permitted non-residential use in accordance with the plans, designs and specifications prepared by the Builders Architects, Messrs Karani & Sangholi which have been Approved by the Bombay Municipal Corporation under EIB No. 7137 of 8-3-1975.

The Builders have given to the purchaser inspection of the correspondence referred to in paragraph 1 above together with annexures thereto, as also building plans, specifications and other documents in connection with the construction of the said building.

The Builders intend to sell on what is known as ownership basis various portions of the said building with a view that the purchasers of the premises in the said building shall form themselves into a commercial Co-operative society to be duly registered under the Maharashtra Co-operative Societies Act, 1960 (Bombay Act XXIV of 1961) or a limited company to be promoted Under the Companies Act, 1956 and transfer upon all the owners under their respective agreements with the Builders for purchase of portions of the said building on ownership basis as aforesaid and on their complying with the terms and conditions of the respective agreements with the Builders. The Builders shall get a lease assignment of the said plot of land together with the building constructed thereon in favour of such commercial Co-operative Society or Limited Company to be formed as aforesaid.

The Purchaser has with full knowledge of the correspondence referred to in paragraph 1 and the terms and conditions of the agreement for lease and draft lease annexed to the same have agreed to purchase from the Builders and the Builders have agreed to sell to the Purchaser on what is known as ownership basis Office/shop/show-room/warehouse/ parking space/basement/garage No. 9/10 on the 1st floor of the said building; hereinafter referred to as the said premises subject to the terms and conditions contained in the said agreement for lease and also subject to the terms and conditions hereinafter mentioned.

The Builders have filed appeal against the said order of the Hon'ble Mr. Justice Gandhi. In the appeal filed by the Builders as aforesaid, the petitioners, the Government and the Builders had arrived at consent terms which are to be filed in Court and necessary orders to be obtained after which the aforesaid appeal will be withdrawn by the Builders and the lease rent will be paid at 6 1/2% of the notional value of Rs. 7,200/- per square meter. According to the consent terms arrived at, it is agreed that the arrears of lease rent from the expiry of the free period upto 30th June 1980 i.e. for a period of 3 years, 2 months and 15 days will be recovered in 120 equal quarterly instalments beginning from 1st July 1980. Such instalments will be in addition to the current lease rent on and from 1st July 1980. The Purchaser hereby agrees that he shall in addition to his proportionate share of current lease rent payable on and from 1-7-1980 pay his proportionate share of the instalments as aforesaid. The estimated proportionate share of the purchaser in respect of the lease rent on and from 1st July 1980 and the proportionate share of the quarterly instalments as aforesaid is Rs. 1.17 per square foot of the built-up area, which the Purchaser will pay to the Builders as hereinafter provided.

Notwithstanding anything contained in subclause above, in the event the consent terms mentioned above are not filed in Court for any reason whatsoever, it is hereby expressly agreed that the Purchaser will be liable to pay the arrears of the lease rent for the period mentioned in the preceding sub-clause. At the time of handing over possession the Purchaser shall pay to the Builders his proportionate share of the arrears as intimated by the Builders to the Purchaser at the time of handing over possession and also pay his proportionate share of the lease rent on and from the date possession is handed over, in the manner hereafter appearing. If the Purchaser fails to pay his proportionate share of the arrears, then the Builders will be entitled to terminate this Agreement.

A. If the Unitholder desires to sell or transfer his/her interest in the said Unit or desires to transfer or give the benefit of this Agreement to anyone else, then in such event, simultaneously with the Builders granting to the Unitholder the consent the Unitholder shall pay to the Builders a sum equivalent to Rs. _____ (Rupees _____ only) per square foot of the built up area of the said Unit. It is clearly understood and agreed that unless such amount is paid to the Builders by the unit holder, the Builders shall not be bound or liable to consent to such transfer.

to the terrace attached to the respective unit, shall be put up on the terrace, the liability to pay towards the lease rent as also a nominal sum calculated at one paise per square foot of such terrace per month, amount of Rs. 10/- towards the outgoings of the society, as also the Municipal taxes actually charged and levied in respect of the use to which the terrace is put by such person. Similar contribution and payment shall be made by the persons who acquire and/or have acquired the right from the Builders. If construction is permissible on such terrace in accordance with law, and proper permission it shall be put up at the cost of the unit-holder concerned, who shall thereafter be liable to pay the normal outgoings in respect thereof.

C. In the event of the Builders constructing a Pent House/Office cum Guest House (as permitted by the Municipal Corporation) in the Pent House/Office cum Guest House and declared that the purchaser of such Pent House/Office cum Guest House will be entitled to use the lifts at all times and the purchaser and Society or Limited Company that may be formed as provided herein will not object to the use of the lifts by the purchaser of the Pent House/Office cum Guest House.

D. Persons acquiring covered car-parking space in the basement shall be liable to contribute a nominal sum of Rs. 15/- (Rupees fifteen) per month towards the lease rent as also a nominal sum of Rs. 15/- (Rupees fifteen) per month towards the outgoings of the Society, as also the Municipal taxes actually charged and levied in respect of the use to which the car parking space is put by such person.

E. Persons acquiring open car-parking space in the compound shall be liable to contribute a nominal sum of Rs. 10/- (ten) per month towards the lease rent as also a nominal sum of Rs. 10/- (ten) per month towards the outgoings of the Society, as also the Municipal taxes actually charged and levied in respect of the use to which the car parking space in the compound is put by such person.

F. Persons acquiring store-room in the basement shall be liable to contribute a sum calculated at 30 paise per square foot per month towards the lease rent as also a nominal sum of Rs. 50/- (Rupees fifty only) per month per unit towards the outgoings of the Society, as also the Municipal taxes actually charged and levied in respect of the use to which the store room is put by such person.

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

1. In pursuance of the said agreement for lease, the Builders shall in due course and under normal conditions construct on the said plot of land described in the said Schedule hereunder written the said building to be known as "Tulsiani Chambers" in accordance with the said building plans, designs and specifications, seen and approved by the Purchaser with such variations and modifications and additions in the said Building as the Builders may consider necessary or as may be required by any public body or authority to be made in them or any of them. The Purchaser hereby consents to any such variations and modifications and additions as aforesaid including the construction of any additional storey or other addition as may be permitted by the Government and the Corporation.

2. The Purchaser hereby agrees to purchase from the Builders and the Builders hereby agree to sell to the Purchaser the said office premises/show-room/motor-garage/parking-space bearing No. 910 on the 9th floor of the said building and which is shown on the plan thereof hereto annexed and shown thereon surrounded by a red coloured boundary line hereinafter called "the said Premises" at or for the price of Rs. 60,900/- (Rupees Sixty thousand nine hundred and ninety) to be paid by the Purchaser to the Builders for the earnest money and by the several instalments as under:-

(1) Rs. 54,810 (Rupees Fifty four thousand eight hundred and ten) being 20 per cent of the said price or before the execution of these presents as and by way of earnest money of the said Premises, to be paid by the Purchaser to the Builders for the earnest money and by the several instalments as under:-

(2) Rs. 5 per cent of the said price on completion of the plinth of the said building.

(3) Rs. 5 per cent on the casting of the first slab of the building.

(4) Rs. 5 per cent on the casting of the second slab of the building.

(5) Rs. 5 per cent on the casting of the third slab of the building.

(6) Rs. 5 per cent on the casting of the fourth slab of the building.

(7) Rs. 5 per cent on the casting of the fifth slab of the building.

(8) Rs. 5 per cent on the casting of the sixth slab of the building.

(9) Rs. 5 per cent on the casting of the seventh slab of the building.

(10) Rs. 5 per cent on the casting of the eighth slab of the building.

(11) Rs. 5 per cent on the casting of the ninth slab of the building.

(12) Rs. 5 per cent on the casting of the tenth slab of the building.

(13) Rs. 5 per cent on the casting of the eleventh slab of the building.

(14) Rs. 5 per cent on the casting of the twelfth slab of the building.

(15) Rs. 10 per cent of the said price on completion of the said building, being 10 per cent of the said price on completion of the said building, to be paid by the Purchaser to the Builders.

3. The Purchaser hereby agrees to pay all the respective amounts payable by him to the Builder under the terms of clause 2 of this Agreement within 7 days from the posting of an intimation by the Builders to the Purchaser at the address of the Purchaser that the aforesaid respective amounts are payable to the Builders by the Purchaser and in respect of each instalment the said period of 7 days for the payment shall be of the essence of the contract. The Purchaser will not be entitled to question or call for the respective amounts of the instalments have become due or payable by the Purchaser in payment of any of the said instalments, which are referred to in clause 2 hereinafter or in the event of any breach committed by the Purchaser of the other terms and conditions herein contained or non-observance thereof, this Agreement shall at the option of the Builders come to an end and all the amounts payable by the Purchaser shall stand forfeited and the Purchaser shall have no claim against the Builders or the said premises.

4. The Builders will as far as possible provide in the said Building and in the said premises, the fixtures, fittings and amenities as mentioned in the Second Schedule hereunder written.

5. The Builder hereby declares that they have not created any mortgage, lien or other incumbrances on the said plot or their interest in the said Agreement for lease, and that they will observe and perform the terms and conditions of the said agreement for lease made between the City of Maharashtra of the one part and the Builders of the other part.

6. Without prejudice to all other rights under this agreement which in law of the Builders, the Purchaser shall be liable to pay to the Builders interest at the rate of 17% per annum on all amounts which shall remain due and outstanding after a period of seven days from the date of their becoming due.

7. (a) The possession of the said premises shall be given by the Builders to the Purchaser after the said building is ready for use and occupation and the occupation certificate shall have been obtained from the Municipal Corporation of Greater Bombay or other relevant authority or body or public authority. Subject to the provisions of sub-clauses (b) & (c) hereof, the Builders shall give possession of the said premises to the Purchaser on or before the date of receipt by him of the written notice from the Builders that the premises are ready for use and occupation and that the occupation certificate has been obtained, take possession of the premises and such possession of the said premises shall be subject to the terms including the said agreement for lease of the lease thereto.

(b) The Purchaser shall be entitled to take possession of the premises as contemplated in sub-clause (a) hereof only if he has observed and performed all the obligations and stipulations contained in this agreement and on his part to be observed and performed and has also duly paid to the Builders all the amounts payable by him under this agreement.

(c) Notwithstanding anything contained in this agreement or in any other clause, the Builders shall not incur any liability if they are unable to deliver possession of the said premises on or before the date of receipt by them of the written notice from the Builders that the premises are ready for use and occupation and that the occupation certificate has been obtained, take possession of the premises and such possession of the said premises shall be subject to the terms including the said agreement for lease of the lease thereto.

Municipal Corporation of Greater Bombay and/or other public body or authority or for any reason beyond the control of the Builders.

8. If, for any reason other than those mentioned in clause 7 (c) the Builders are unable to give or fail to give possession of the said premises to the Purchaser within the time specified in clause 7 above, or within such extended time as may be agreed between the parties in writing, then the Purchaser shall be entitled to give notice to the Builders terminating this agreement. In which event, the Builders shall within four weeks from the receipt of such notice refund to the Purchaser the amount of deposit and such further amount, if any, that may have been received by the Builders from the Purchaser as instalments in payment in respect of the said premises without any interest and thereafter neither party shall have any claim against the other in respect of the said premises or arising out of this agreement.

(a) On intimation by the Builders from time to time calling upon the Purchaser to pay the amount of Purchaser's share of the ground-rent payable under the Purchaser's covenant contained in sub-clause (a) of this clause, the Purchaser shall from time to time forthwith pay such amount demanded by the Builders for the Purchaser's share of the ground-rent as aforesaid and the Purchaser will not be entitled to question or dispute such amount nor to call upon the Builders to appropriate the amount so due from the amount of the security deposit, deposited and agreed to be kept deposited by the Purchaser with the Builders in terms of clause 9 (c) hereinafter.

(b) On the execution hereof, the Purchaser shall deposit and keep deposited with the Builders a sum of Rs. 32,62,500 without interest as security deposit for payment by the Purchaser of the Purchaser's share of the ground-rent aforesaid and the Purchaser will not be entitled to the said sum and that such amount be appropriated by the Builders from the security deposit hereinbefore referred to.

Upon possession of the said premises being delivered to the Purchaser, he shall be entitled to the use and occupation of the said premises and he shall have no claim against the Builders as to any defect in the work in or construction of the said premises. The Purchaser shall use the said premises as for office premises only and for no other purpose.

9. Intimation by the Builders to the Purchaser that the said office premises for use as office premises shall be ready for occupation within the day next after expiry of seven days from the date of posting of such intimation to the Purchaser or from the date on which the Purchaser shall occupy the said premises whichever is earlier the Purchaser hereby agrees to bear and covenants to pay to the Builders the proportionate share of the Municipal Assessment of the property, comprising the said premises and of all rates and taxes whether any or all the assessments or the building shall have been actually assessed or not, or even if the assessment may not have been actually determined.

10. The proportionate share of the Purchaser as the owner of the said premises of other dues, duties, impositions, outgoings, charges, taxes or at any time hereafter assessed in respect of the premises upon the said property and/or building thereon or upon

(c) The Purchaser shall on receipt of the said intimation referred to in clause 11 hereinafter, deposit and keep deposited a sum of Rs. 32,62,50 without interest with the Builders for the share of the said Municipal taxes, rates, outgoings and maintenance charges and charges for maintenance of lifts in the said property referred to in sub-clauses (a) to (d) of this clause 11.

(d) The Purchaser hereby, further unequivocally agrees with the Builders, that until the Municipal taxes are fixed and the exact amount is ascertained, and the charges of maintenance proportionately payable by the Purchaser is finally fixed, the Purchaser shall from the date of the said intimation, regularly pay Rs. 1087.50 (Rupees One Thousand Eight Hundred and Eighty Seven and 50 paise) per month every month in advance to the Builders, for the account of the share of the Purchaser of the said Municipal taxes and of maintenance expenses aforesaid. The Purchaser shall not be entitled to call upon the Builders to appropriate the amount of deposit referred to in sub-clause (c) of this clause. The Builders shall be at liberty without any bond, any, due by the Purchaser for his aforesaid share of the interest in respect of Municipal taxes and maintenance payable in terms of sub-clause (a) to (d) hereof.

(e) On the execution of these presents, the Purchaser shall pay a sum of Rs. 500/- (Rupees Five Hundred only) towards the purchase of the share of the said Municipal taxes, rates, outgoings and maintenance charges and charges for maintenance of lifts in the said property referred to in sub-clauses (a) to (d) of this clause 11.

(f) The Builders shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said plot and/or in the said building to be constructed thereon or their rights and benefits under the said agreement for lease in such manner as does not affect or prejudice the rights of the purchaser in respect of the said premises.

(g) Nothing contained in these presents is intended to be construed as a grant, demise or assignment in favour of the said purchaser or any portion of the said plot or any part of the said building thereon.

(h) So long as all or any of the moneys due by the Purchaser hereunder shall remain unpaid and further that so long as the said Commercial Co-operative Society or the limited company, as the case may be, shall not be registered, the purchaser shall not, without prior consent in writing of the Builders, let, sub-let, transfer, assign, or part with the possession of the said premises or any part thereof. The Builders shall be entitled at their absolute discretion to refuse such consent and the purchaser shall not be entitled to make any grievance or claim against the Builders for such refusal.

13. The Purchaser shall, from the date of possession, maintain the said premises at his own costs in a good and tenable repair and condition and shall not do or suffer to be done anything in or to the said building or the said premises, staircases and common passages which is or may be contrary to or against the rules or bye-laws of the Bombay Municipality or any other Authority or any rules framed by the Builders. The Purchaser shall also duly observe and perform all the terms of the lease and terms and conditions of the said Agreement for Lease and the lease. The Purchaser further covenants with the Builder and through it with the purchasers of other premises in the said building that he shall not demolish or cause to be demolished any structure in the said building or any part or portion of the same nor shall he at any time make or cause to be made any new construction of whatsoever nature in the said premises or in any gallery or verandah or in or in the said building or any part thereof, nor will he make any additions or alterations in or to the said premises or change the colour scheme or front elevation of the said building.

14. The Builders shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said plot and/or in the said building to be constructed thereon or their rights and benefits under the said agreement for lease in such manner as does not affect or prejudice the rights of the purchaser in respect of the said premises.

15. Nothing contained in these presents is intended to be construed as a grant, demise or assignment in favour of the said purchaser or any portion of the said plot or any part of the said building thereon.

16. So long as all or any of the moneys due by the Purchaser hereunder shall remain unpaid and further that so long as the said Commercial Co-operative Society or the limited company, as the case may be, shall not be registered, the purchaser shall not, without prior consent in writing of the Builders, let, sub-let, transfer, assign, or part with the possession of the said premises or any part thereof. The Builders shall be entitled at their absolute discretion to refuse such consent and the purchaser shall not be entitled to make any grievance or claim against the Builders for such refusal.

The First Schedule above referred to:

All that piece or plot of land belonging to Government of Maharashtra situate at Nariman Point in the City of Bombay in the Registration District (Bombay, being plot No. 212 from Block No. III of Black Bay Redemption Area of the Government of Maharashtra agreed to be leased to Tulsiani Builders Private Limited, admeasuring 4632.16 sq. metres or thereabouts bearing Cadastrol Survey No.

Division and bounded as follows:—

- On or towards the North by Plot No. 213
- On or towards the South by Plot No. 211
- On or towards the East by 90 Wide Road,
- On or towards the West by Plot No. 223

The Second Schedule above referred to:

- I Mosaic tile flooring in office area.
- II Aluminium or T. wood windows.
- III Building is equipped with Four High Speed Otis Automatic lifts, with capacity of 13 persons.
- IV Every office will have a toilet block and fixture and fittings are:—
 - (a) One Wash basin with mirror & towel rail.
 - (b) All the toilets will have 4ft. high doors with white glazed tiles.
 - (c) All bathroom pipes will be of conceal type.

V ELECTRICAL INSTALLATION: Sufficient power supply for lighting and airconditioning loads will be provided. Each floor is provided with concealed pipes in handling for 1.4 phone line. Sufficient number of general ceiling light points will be provided.

- VI The building will also be provided with the following:—
 - (a) Fire fighting equipment and a water storage tank as per B.M.C. rules.
 - (b) Lightning conductor.
 - (c) Adequate sized underground and overhead water storage tanks.
 - (d) Servant's toilet on ground floor for chauffeurs etc.
 - (e) Gate lights at the entrance gates on the public streets.
 - (f) Entrance doors to the offices on all floors will have flush shutters and suitable lock.
- Ground floor lobby will be paved with marble and appropriately designed for exclusiveness and distinction.

GHAISHANKER KANGA & GIRDHARI Advocates, Solicitors & Notary

Mankaji Wadia Bldg.
Bull Lane, Fort, Bombay-400 023.
Telephones :
273861-273872-274032-274129

Quito Our Tel. No.

BOMBAY

TO WHOMSOEVER IT MAY CONCERN

We Give below the State of title of Messrs. Tulsiani Builders Private Limited in respect of plot No. 212 in Block No. 11, Backbay Reclamation Scheme, situated at Hillman Road, Bombay 20, and more particularly described in the Schedule underwritten.

1. Pursuant to the acceptance of offer dated the 20th day of April 1974 of Messrs. Tulsiani Builders Private Limited put in possession of the above mentioned Plot as a licensee upon the terms and conditions contained in the Memorandum Terms and Conditions annexed to the Letter No. 257/AL dated the 25th day of April 1974 under secretary to the Government of Maharashtra (Forest Department) to Messrs. Tulsiani Builders Private Limited and the Form of Agreement to Lease, Rules annexed to the Letter of offer dated the 20th day of April 1974.

2. Piloo Mody and others and Sudhir Joshi and others two Petitions being Miscellaneous Petition No. 513 of 1976 and Miscellaneous Petition No. 553 of 1976, in the Bombay High Court against the State of Maharashtra and others (including M/s. Tulsiani Builders Private Limited) under Article 226 of the Constitution of India challenging the allotment of the above mentioned Plot to Tulsiani Builders Private Limited.

3. The said Petitions were disposed of by the Hon'ble Mr. Justice Gandhi on the 22nd day of November 1976, respectively. In his order dated the 22nd day of November 1976, Mr. Justice Gandhi has inter alia ordered that Tulsiani Builders Private Limited would be entitled to possession of the said Plot provided that it complies with the conditions laid down in the said order.

17
Tulsiani Builders Private Limited agreed to pay lease rent in respect of the said plot at 6% % on the notional values of Rs. 7,200/- per square metre.

18
Against the said order and Judgement of the Hon'ble Mr. Justice Gandhi Tulsiani Builders Private Limited has filed two appeals in the High Court at Bombay being Appeal No. 161/76 and 171/76 and the same are pending in the High Court.

19
The notices regarding the filing of the Appeals No. 161/76 and 171/76 were served on the Petitioners Shri S.H. Semant, Shri Arvind Goro and Shri Pillo Mody on 2.11.1976 and 4.11.1976 and 5-12-1976 respectively. The certified copy of the Judgement of Mr. Justice Gandhi in Misc. Petition No. 513 of 1976 was ready on 12-11-1976. None of the Petitioners in the said petition has filed an appeal against the said Judgement. Nor have they filed any cross objections and/or cross appeals to the said Appeal No. 101 of 1976 filed by M/S Tulsiani Builders Private Limited on 17th July 1976.

20
The notice of filing of Appeal No. 171 of 1976 against the Judgement of Mr. Justice Gandhi in Misc. Petition No. 553 of 1976 was served on the Petitioners Sudhir Joshi and others on 23rd August 1976. The certified copy of the Judgement delivered by Mr. Justice Gandhi in Misc. Petition No. 553 of 1976 was ready on 21.11.77 out of seven petitioners only two petitioners viz. Bhulchandra Tandel and Pandurang Tandel, who are fishermen, have filed appeals (cross appeals/cross objections) one in forma pauperis and the same had been admitted by the Division Bench of the High Court subject to investigation of their pauperism. The hearing of the petition for investigation into their pauperism before the learned prothonotary and sent for Master is concluded. The learned prothonotary by his order dated 4th August 1977, has inter alia held that the said Bhulchandra Tandel and Pandurang Tandel are not paupers.

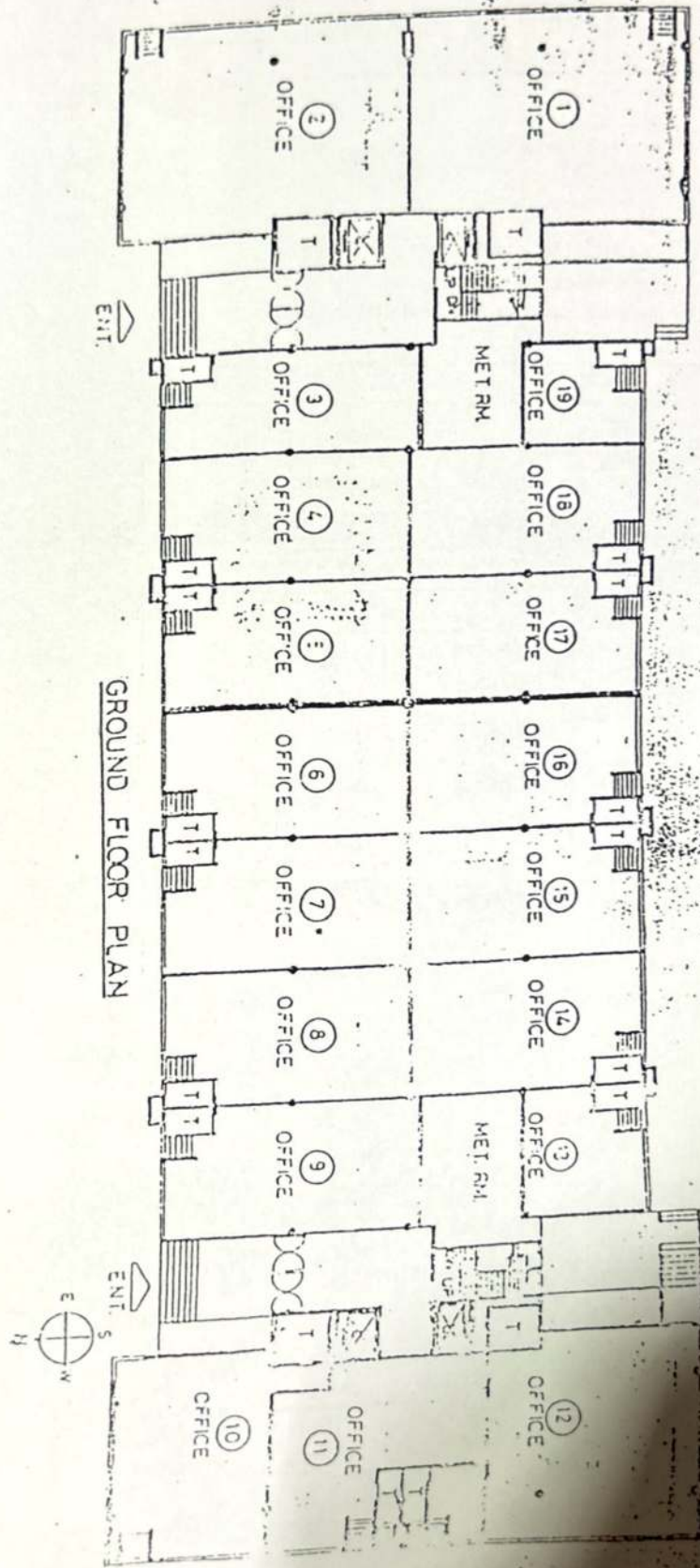
21
Pursuant to the order of the prothonotary the Division Bench of the High Court on 25.8.1977 dismissed an application of Bhulchandra Tandel and Pandurang Tandel for dispensing with requirement of security for costs and directed them to deposit the security for costs within 4 weeks i.e. 14th September 1977. The said Bhulchandra and Pandurang have not complied with the direction of the Division Bench and have not so far deposited the security for costs.

Dated this 6th day of October 1977

For Bhaishanker Kanga & Girdhari.

50/-

Partner.



GROUND FLOOR PLAN

Plan of the Office No. _____ on Ground Floor agreed to be acquired by the Party of the Second Part Shown in Red Colour.

(8)

TULSIANI CHAMBERS PREMISES CO-OP SOCIETY LTD.

REGISTERED UNDER THE MAHARASHTRA CO-OP HOUSING SOCIETIES ACT, 1960

(REGISTRATION NO - UOM/GEN/A-13113 OF 1982)

REGISTERED OFFICE

TULSIANI CHAMBERS, FREE PRESS JOURNAL ROAD,
RAHMAN POINT, BOMBAY-400 021.

THIS IS TO CERTIFY that the person (s) named in this Certificate is/are the Registered Holder(s) of the within-mentioned share(s) bearing the distinctive number (s) herein specified in the above Society subject to the Bye laws of the Society and that a sum of Rupees Fifty has been paid on each such share.

Reg. Form No. 166

Certificate No. 0215

Name (s) of Holder (s)

M/S. Chemtroc

No. of Share (s) held

FIVE

Distinctive No (s)

1071 to 1075

GIVEN under the Common Seal of the Society, this *Twenty-sixth* Day of *JUNE 1984*

[Signature]
CHAIRMAN

[Signature]
HON. SECRETARY

TULSIANI CHAMBERS PREMISES CO-OP SOCIETY LTD.

REGISTERED UNDER THE MAHARASHTRA CO-OP. HOUSING SOCIETIES ACT, 1960

(REGISTRATION NO : BOM/GEN/A-1383 OF 1982)

REGISTERED OFFICE:

TULSIANI CHAMBERS, FREE PRESS JOURNAL ROAD,
NARIMAN POINT, BOMBAY-400 021.

THIS IS TO CERTIFY that the person (s) named in this Certificate is/are the Registered Holder(s) of the within-mentioned share(s) bearing the distinctive number (s) herein specified in the above Society subject to the Bye laws of the Society and that a sum of Rupees Fifty has been paid on each such share.

Reg. Folio No. 166

Certificate No. 0215

Name (s) of Holder (s) M/s. Chemtron

No. of Share (s) held FIVE

Distinctive No (s). 1071 to 1075

GIVEN under the Common Seal of the Society, this Twenty-sixth Day of JUNE 1984

CHAIRMAN

HON. SECRETARY

Municipal Corporation of Greater Bombay

No. EB/7137/A

Ex. Eng. Bldg. Proposals-Z-1
"B" Ward Municipal Office,
3rd Floor, 10-St. Hafford's Rd.
Mumbai, Bombay-400001.

Dated 24.5.1979.

To
Earl P.P. Karant,
Architect
17 Narayan Road,
Bombay-400001.

Subj: Proposed building on plot No. 218 Block-III
B.B.R. Scheme for B's. Municipal Builders Pvt. Ltd.

Sir,

By direction I have to inform you that as far as this office is concerned there is no objection to occupy basement, ground + 4 upper floors subject to following conditions:

- 1) That N.O.C. from P.W.D. should be obtained and submitted before asking further occupation.
 - 2) Dust bin shall be provided.
 - 3) N.O.C. from Chief Fire Officer should be obtained and submitted before asking further occupation.
 - 4) N.O.C. from Hydraulic Engineer should be obtained and submitted before further occupation.
 - 5) Remaining work should be expedited and completed before further occupation.
 - 6) This occupation is granted with specific condition that the Corporation is not liable for access road, water, sewerage connection, etc.
 - 7) This occupation is granted with specific understanding that an undertaking will be given from the Applicant Committee after completion of four floors that none of the occupants will complain for non providing of asphalted road, only light, sewer and for non provision of water supply to the building.
- This occupation is granted without prejudice to the right of Corporation to take any action under section 304-A of B.M.C. Act whenever found necessary.

Yours faithfully,

Sd/-

Executive Engineer
Building Proposals (City).

Ed. Et. U. No. EB/7137/A of 24-5-79

copy to: 1) The owner (2) W.O.A. (3) A.S.W.W.A-Ward
4) M.I.A-Ward (5) A.A.& C.A-Ward (6) H.C.E.P.
7) S.E. (V).

S.E.B.P. (City).

Ed. 24.5.79.