



पावती

Friday, October 25, 2013
4:40 PM

Original/Duplicate

नोंदणी क्र.: 39M
Regn.: 39M

पावती क्र.: 6208 दिनांक: 25/10/2013

गावाचे नाव: लोअर परेल
दस्तऐवजाचा अनुक्रमांक: बबई3 -5209-2013
दस्तऐवजाचा प्रकार: करारनामा
सादर करणाऱ्याचे नाव: प्रग्ना किर्ति केडिया

नोंदणी की	रु. 30000.00
दस्त हाताळणी की	रु. 1540.00
डाटा एन्ड्री	रु. 20.00
पृष्ठांची संख्या: 77	
एकूण:	रु. 31560.00

DELIVERED

आपणास मूळ दस्त, थंबनेल प्रिंट व सीडी अंदाजे 4:57 PM ह्या वेळेस मिळेल.
सह दुर्यम निबंधक, मुंबई-3

बाजार मुल्य: रु. 28850000/-
भरलेले मुद्रांक शुल्क: रु. 1525000/-

मोबदला: रु. 30500000/-

- 1) देयकाचा प्रकार: By Demand Draft रक्कम: रु. 30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 246832 दिनांक: 21/10/2013
बँकचे नाव व पत्ता: CiTi Bank
- 2) देयकाचा प्रकार: By Cash रक्कम: रु 1560/-

DELIVERED

Eunzo
सह दुर्यम निबंधक
मुंबई शहर क्र. 3



महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग
मुल्यांकन अहवाल सन 2010

1. दस्ताचा प्रकार :- ८२१२०१२०१ अनुच्छेद क्रमांक _____
2. सादरकर्त्याचे नाव :- प्रणा ठिर्डी केडिया
3. तालुका :- मुंबई / अंधेरी / बोरीवली / कुर्ला
4. गावाचे नाव :- लोअट-पेळ
5. नगरभुमापन क्रमांक/सर्वे क्र./अंतिम भुखड क्रमांक :- ४४५, १४४५
6. मूल्य दरविभाग (झोन) :- ११/११५ उपविभाग _____
7. मिळकतीचा प्रकार :- खुली जमीन निवासी कार्यालय दुकान औदयोगिक प्रति चौ मी.दर :- २,२९,६००/-, - - - -
8. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- १०२.२ एक्स्प्रेस / बिल्ट अप चौ.मीटर / मूळ
9. कारपार्किंग :- २०.८८ गच्छी :- - - पोटमाळा :- - -
10. मजला क्रमांक :- १८ उदवाहन सुविधा आहे / नाही
11. बांधकाम वर्ष :- - - घसारा:- -
12. बांधकामाचा प्रकार :- आरआरसी / इतर पक्के / अर्ध पक्के / कच्चे
13. बाजारमुल्यदर तक्त्यातील मार्गदर्शक सुचना क्र.: - - ज्यान्वये दिलेली घट / वाढ
14. लिव्ह अॅन्ड लायसन्सचा दस्त :- 1. प्रतिमाह भाडे रक्कम :- -
निवासी / अनिवासी 2. अनामत रक्कम / आगावू भाडे :- -
3. कालावधी :- -
15. निर्धारीत केलेले बाजारमुल्य :- २८५५०,०००/-
16. दस्तामध्ये दर्शविलेली सोबदला :- ३०४,००,०००/-
17. देय मुद्रांक शुल्क:- ११,२५,०००/- भरलेले मुद्रांक शुल्क:- ११,२५,०००/-
18. देय नोंदणी फी:- ३०,०००/-



बबङ्ग - ३
५२०९ / ९
२०१३

लिपीक

सह दुष्यम निबंधक

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732

Token No:

Document Type : REGISTERED

Nature Of Document : Property Document

BOI SHAREHOLDING LIMITED - FRANKING DEPOSIT SECTION

Rotunda Bldg., Gr. Flr., Ambalal Doshi Marg

Fort, Mumbai - 400 001. Tel. 2272 3252, 2272 3253

License no. : D-5/STP(V)/C.R.12/2004/1192-94 to 104

License no. : D-5/STP(V)/C.R.1002/02/05/388 to 597

License no. : D-5/STP(V)/C.R.1002/03/06/964-987

License no. : D-5/STP(V)/C.R.1002/04/07/1011-14/2007

Receipt No. : 481234 Date : 22/10/2013

Pay to : BOI SHAREHOLDING LTD.

Total No. of Documents: 1

Franking Value : Rs. 1,525,000.00

Service Chg @ Rs.10 per Docs: Rs. .00

Total : Rs. 1,525,000.00

Name of the stamp duty paying party :
MRS PRAGNA KIRTI KEDIA

Payment Mode : PO

No.: 246834 Dt: 21/10/13 Amt : 1,525,000.00

Drawn on Bank : CITIBANK

(For Office Use Only)

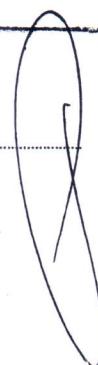
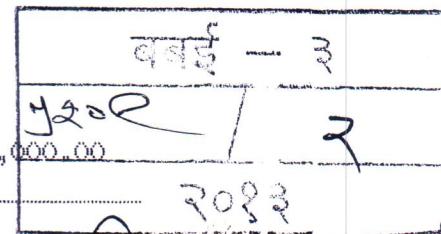
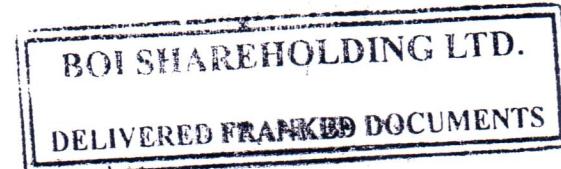
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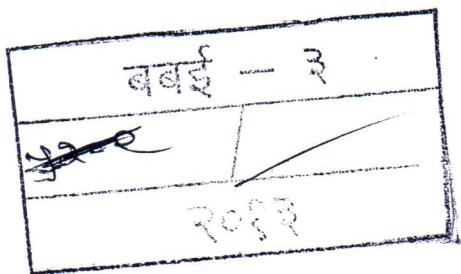
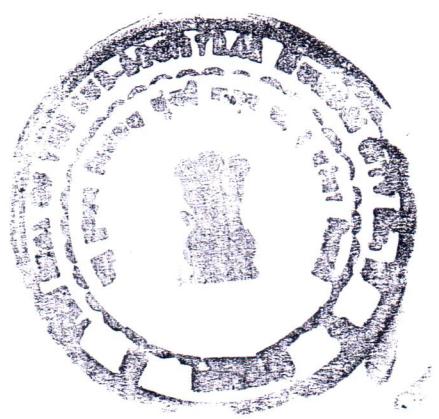
Franking Sr. No.

(Signature)

(Franking Value x Number of Documents)

1525000 X 1



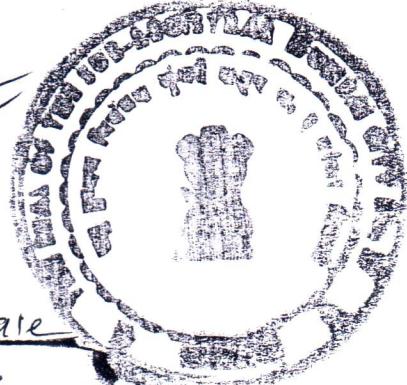


उमट मुद्राक फ्रॅकिंग अल्ट्रा व्हायलेट लैंपखाती तपासरौ
एसएसएस/ संवर्धनीय प्राप्तिकृत अधिकारी चांडी दूरध्वीयकरण
संरक्षण सम्बन्ध में बोरेबर आद्विन आला.

१९८३।०१।१३
लिपीक -

लिपीक

Lessing
संख्या -
सह दुस्थम निवारक
मंवर्ड इल्लूर क्र. - 3



ature of Document

Registration Details	Assessment For Sale
Franking Unique No.	Registrable/Non Registrable If Registrable Name of S.R.O. 3
Property Description in Hindi	194404 Lowers - Part I
Consideration Amount	पर्याप्ति नं. 145. आयसी. 1202 / 3 3,05,00,000/- प्रग्ना किंति केडी लोट्स एंटरप्रार्सेस
Stamp Purchaser's Name	
Name of the other party	
If through Name & Address	
Stamp Duty Amount	15.25.000/-
Authorised Person's full Signature	For BOI SHAREHOLDING LTD. (DEEPAK VEDPATHAK) Authorised Signatory
SHAREHOLDING LTD.	
DEEPAK VEDPATHAK Authorised Signatory	

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai this 25th day of October, Two Thousand and Thirteen, BETWEEN **LOTUS ENTERPRISES**, a Partnership Firm registered under the Indian Partnership Act, 1932 having its address at 216, Tardeo Air-Condition Market, Tardeo, Mumbai – 400 034 hereinafter called “**THE DEVELOPER**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include the Partners for the time being, the survivor/s of them and their heirs, executors and administrators of the last surviving Partner) of the FIRST PART; **HALL & ANDERSON LTD**, a Company incorporated under the Indian Companies Act, 1956 having its office address at 216, Tardeo Air-Condition Market, Tardeo, Mumbai – 400 034 hereinafter called “**THE OWNER/CONFIRMING PARTY**” (which expression shall unless it be repugnant to the context or meaning hereof mean and include its successors in title) of the SECOND PART AND **MRS. PRAGNA KIRTI KEDIA** having the residential address 6th Floor, Vishwashanti, 30/E, Azad Road, Juhu Koliwada, Mumbai 400049 hereinafter called “**THE PURCHASER/S**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) of the THIRD PART : 

INDIA STAMP DUTY RECEIPT
No. 1500/ - PB 6602
MAHARASHTRA
Date: 15/05/2014

SOI Shareholding Ltd.
Ground Floor, Rotunda Building
A.D. Hwy, Fort

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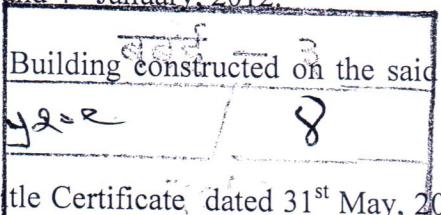
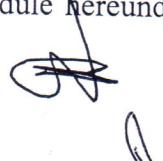
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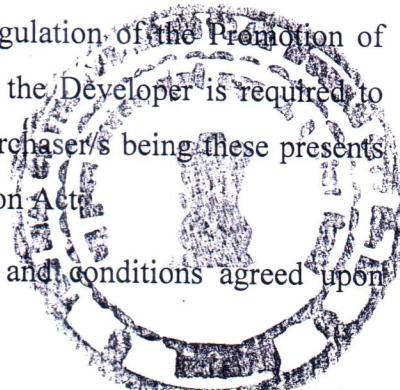
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WHEREAS:

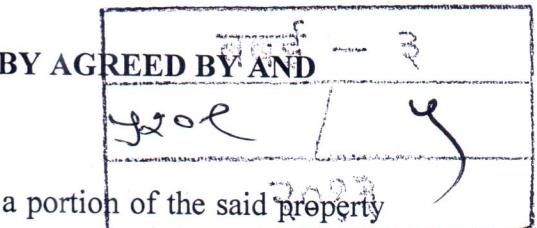
1. The Owner Hall & Anderson Ltd. is the Owner of and well and sufficiently entitled to the admeasuring 27585.35 sq. mtrs and bearing C. S. No. 1/445 of Lower Parel division, situate and lying at Shankarrao Naram Marg, Lower Parel, Mumbai – 400 013 hereinafter referred to as the said property more particularly described in the FIRST SCHEDULE hereunder written and delineated on the plan thereof hereto annexed and thereof shown in black colour boundary line and the said plan is annexed hereto and marked ANNEXURE "A";
2. The Confirming Party being desirous of developing the said property formed a Partnership Firm known as Lotus Enterprises in which Confirming Party has introduced the said property as Capital contribution of the said Firm and on the terms and conditions as are recorded in the said Partnership Deed dated 3rd April, 2010;
3. Pursuant to the said Partnership Deed, Lotus Enterprises is entitled to develop the said property;
4. The Developer is desirous of developing the said property and proposes to construct a multi-storeyed building on a portion of the said property comprising of two residential Wings A and B consisting of Basement (Parking) + Stilt and 31 upper floors wherein the 1st Floor to the 3rd Floor shall be reserved for Parking and the 4th Floor to the 31st Floor shall be for Residential tenements known as "LOTUS RESIDENCY";
5. The Municipal Corporation of Greater Mumbai (MCGM) has sanctioned the plan and has issued an Intimation of Disapproval (IOD) and Commencement Certificate (CC) under No. EB/5056/GS/A dated 7th November, 2009 and EB/5056/GS/A dated 4th January, 2011 respectively; a copy of the IOD and CC issued by MCGM are annexed hereto and marked as "B" and "C" respectively);
6. After obtaining the IOD the Developer submitted the plan for amendment and the same has been approved by MCGM issuing the amended letter under No. EB/5056/GS/A dated 21st April, 2011 and 4th January, 2012.
7. The Residential Building constructed on the said property shall be named as "LOTUS RESIDENCY"; 
8. A copy of the Title Certificate dated 31st May, 2010 in respect of the title of the Owner in respect of the said property issued by Advocates and Solicitors Kanga & Company is annexed hereto and marked as "D" and a copy of the property card showing the nature of the title of the Owner on the said property is annexed hereto and marked as "E";
9. The Purchasers have seen the copies of the Sanctioned plans as approved by the MCGM, the Reports on Title, Property Card and on being fully satisfied with the same is/are desirous of acquiring Flat No. 1802 on the 18th floor 'B' wing of the building along with Two car parking spaces being constructed on the said property as described in the First Schedule hereunder written and has requested the Developer the allotment of the said Flat; 

10. At the request of the Purchaser/s the Developer has agreed to sell to the Purchaser/s on ownership basis Flat No. 1802 on the 18th Floor in 'B' Wing along with Two Car Parking spaces and with a right to use, occupy and possess the attach terrace garden, copy of the Floor Plan of the building to be constructed on the said property showing the Premises agreed to be sold to the Purchaser is annexed hereto and marked as "F";
11. The Building plans and documents of title in respect of the said Property have been kept open for inspection on the site on all working days and the purchaser shall be deemed to and have seen and inspected the same;
12. The Purchasers have simultaneously with the execution of these presents paid to the Developer a sum of Rs. 1,15,00,000/- (Rupees One Crore Fifteen Lakh only) being part payment for of the premises agreed to be sold by the Developer to the Purchaser/s as Earnest Money (the payment and receipt whereof the Developer doth hereby admit and acknowledge);
13. Under section 4 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 the Developer is required to execute a written Agreement for Sale of the Flat to the Purchaser/s being these presents and also to register the said Agreement under the Registration Act.
14. The parties hereto, are desirous of recording the terms and conditions agreed upon between them, by these presents.



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

1. The Developer shall construct multi-storeyed buildings on a portion of the said property consisting of two residential Wings A and B consisting of Basement (Parking) + Stilt + 1st to 3rd (Parking Floor) +4th to 31st upper Floor known as "LOTUS RESIDENCY", as per the plans that have been approved by Municipal Corporation of Greater Mumbai (MCGM).
2. The Developer has commenced the construction of the building in accordance with the approved plans.
3. The said building known as "**LOTUS RESIDENCY**" shall be constructed by the Developer on the property more particularly described in the First Schedule hereunder written, in accordance with the plans, designs and specifications sanctioned by the Municipal Corporation of Greater Mumbai and other concerned authorities and/or as amended by the Developer, from time to time, using and consuming FSI originating from the said property (basic FSI) and FSI by way of any other policy/scheme of Government as well as the compensatory Fungible FSI PROVIDED that and it is hereby expressly agreed that, if at any time in future, the said property becomes entitled to avail of any increased/additional FSI, in any manner whatsoever, the Developer shall be entitled to



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utilize the same for constructing additional floors, and the Purchaser/s have granted his/her/their express consent to such additional construction of the floors/areas by executing this Agreement but with the express understanding that the total area of the Flat agreed to be acquired by them is not reduced in any manner whatsoever and howsoever.

4. The Developer has the right to amend and/or modify the said plans as they may think fit and necessary or as maybe required by the concerned local authority for smooth and better development of the said property without any reference to the Purchaser/s but without affecting in any manner the location and area allotted to the Purchaser/s. The Purchaser/s hereby gives his/her/their express irrevocable consent to the Developer to carry out such alterations, modifications in the sanctioned plan/s of the said Buildings, as the Developer in the sole discretion think fit and proper and/or such modifications and alterations as are necessary in pursuance of any law, rules, regulations, order and request made by the local authority, planning authority, competent authority or Government or any officer of any local authority.
5. The Purchaser/s hereby confirm that, before execution of this Agreement, the Developer has made full free and complete disclosure of the following and that the Purchaser/s have agreed to and accepted the same:-
 - (a) The said property is a freehold land and the Developer is absolutely and sufficiently entitled to develop the said property;
 - (b) The nature of the right, title and interest of the Developer in respect of the building to be constructed on the said property, along with all the relevant documents are as referred in the recitals hereinabove;
 - (c) The plans and specifications have been duly approved and sanctioned by MCGM in respect of the said building to be constructed on the said property;
 - (d) The said building is being constructed by utilizing the FSI available in respect of the said property and in case if anytime in future any increased/ additional FSI is available, the Developer shall be entitled to utilise the same for constructing additional floors/buildings.
 - (e) Various amounts which are to be paid, inter-alia, towards maintenance charges, legal charges, expenses including all premiums, deposits to be paid / already paid to the concerned authorities, statutory provision regarding stamp duty and registration charges etc., as are for the time being in force; and
 - (f) The terms, conditions, covenants and stipulations contained in the documents referred hereinabove and to be performed fulfilled complied with and observed by the Purchaser/s;
- The Purchaser/s is/are entering into this agreement with the full knowledge of the aforesaid and other terms and conditions contained in these presents and on the specific representation by the Purchaser/s that he /she/ it/ they shall abide by the same.
6. The Developer shall sell and transfer to the Purchaser/s Flat No. 1802 admeasuring 926 sq. ft. of carpet area equivalent to 86 sq.mts. along with a right for exclusive use, occupy

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and possess the attach terrace garden and more particularly described in the SECOND SCHEDULE hereunder written and marked in red on the floor plan annexed hereto and marked as "F" (hereinafter referred to as the said premises) on the 18th floor of the 'B' Wing along with Two Car parking spaces in Wing of the said Building "LOTUS RESIDENCY" (hereinafter referred to as the said Building) constructed on the said Property more particularly contained in the FIRST SCHEDULE TOGETHER WITH along with the Fixtures, fittings, amenities of the said building more particularly contained in the THIRD SCHEDULE hereunder written with the proportionate undivided share, right, title and interest in the common areas, amenities and facilities of the said building more particularly described in the FOURTH SCHEDULE hereunderwritten which are to be used in common with the Developer and or their nominee/allottee/transferee of the Developer in respect of the free sale area also to be used in common with the existing members of the Society;

7. The Purchaser shall pay to the Developer a sum of Rs. 3,05,00,000/- (Rupees Three Crores Five Lakhs only) as the purchase price of the said Premises. The said purchase price of Rs. 3,05,00,000/- (Rupees Three Crores Five Lakhs only) shall be paid by the Purchaser/s to the Developer as per the installments as under:-

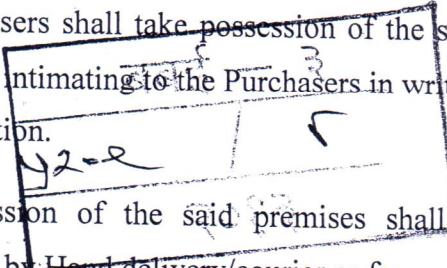
- a. Rs. 1,15,00,000/- (Rupees One Crore Fifteen Lakh only) to be paid as Earnest Money on signing of this agreement.
- b. Rs. 20,00,000/- (Rupees Twenty Lakh Only) on completion of Twenty Five Slab.
- c. Rs. 20,00,000/- (Rupees Twenty Lakh Only) on completion of Twenty Six Slab.
- d. Rs. 20,00,000/- (Rupees Twenty Lakh Only) on completion of Twenty Seven Slab.
- e. Rs. 20,00,000/- (Rupees Twenty Lakh Only) on completion of Twenty Eight Slab.
- f. Rs. 20,00,000/- (Rupees Twenty Lakh Only) on completion of Twenty Nine Slab.
- g. Rs. 20,00,000/- (Rupees Twenty Lakh Only) on completion of Thirty Slab.
- h. Rs. 20,00,000/- (Rupees Twenty Lakh Only) on completion of Thirty One Slab.
- i. Rs. 20,00,000/- (Rupees Twenty Lakh Only) on completion of Thirty Two Slab.
- j. Balance amount of Rs. 30,00,000/- (Rupees Thirty Lakh Only) will be payable on possession or within thirty days from the date thereof whichever is later.

Time shall be of essence in respect of the above payments.

8. The Purchaser/s shall also be entitled to avail of car parking space/s free of cost. However, the Purchaser shall be bound to pay to the Society car parking charges as may be charged by the Society from time to time.
9. The Purchaser/s hereby agrees that in case the Purchaser/s commits any default in payment of any of the installments stated hereinabove as and when the same become due and payable (time being the essence of the contract) and/or fails to observe and perform



any of the terms and conditions of this Agreement and if such default continues beyond a period of 15 (fifteen) days from the date of the Developer informing the Purchaser/s of such default in writing, then in that event, the Developer shall be at liberty to terminate this Agreement and forfeit the deposit or earnest money that has been paid by the Purchaser/s to the Developer prior to the date of execution of these presents. The Developer shall however, agree and undertake that on such termination, the Developer shall return without interest to the Purchaser/s the installments (other than the earnest money / deposit) that the Purchaser/s may have paid to the Developer till the date of termination. It is agreed by and between the parties hereto that on the Developer terminating this Agreement on account of the reason stated hereinabove, then in that event, the Developer shall be entitled to sell and dispose off the said premises to any other person/s or party as the Developers may deem fit and proper, at such price as the Developer may determine and the Purchasers shall not be entitled to raise any dispute or objection to such sale or to claim any compensation or damages of any nature whatsoever from the Developer by reason of such sale or transfer being effected by the Developer in favour of any other person or party.

10. Without prejudice to the other rights of the Developer under this Agreement and/or in law the Purchaser/s hereby agree and undertake in case the Purchaser/s fail to pay the installment amounts on its due date as mentioned, then in that event, the Purchasers shall be bound and liable to pay the Developer an interest at the rate of 24% (twenty four percent per annum) on and from the due date till the date of actual payment.
11. On the completion of construction of the said Building the Developer shall forward to the Purchaser/s intimation thereof and the Purchaser/s shall within a period of 8 days of receipt of such intimation pay to the Developer the balance/installment amount due. The Developer shall keep a Certificate of their Architects certifying the work carried out by them which shall be open for inspection and such a certificate shall be valid and binding on the Purchaser/s.
12. The Purchasers shall take possession of the said premises within 7 (seven) days of the Developers intimating to the Purchasers in writing that the said premises are ready for use and occupation.

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13. The Possession of the said premises shall be delivered by the Developer to the Purchaser/s by Hand delivery/courier or fax.
14. a. The Developer shall be entitled to a reasonable extension of time if they are unable to deliver the possession of the said premises by the aforesaid date, if the completion of the project is delayed, by reason of non-availability of steel or cement or other building materials or water supply or electric power or by reason of war, civil commotion or any act of God or if non-delivery of possession is as a result of any notice, order, rule or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the Developer and



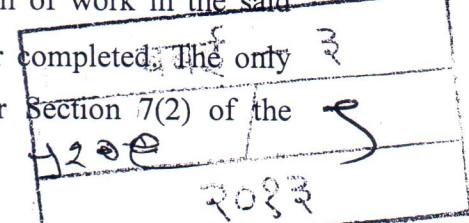
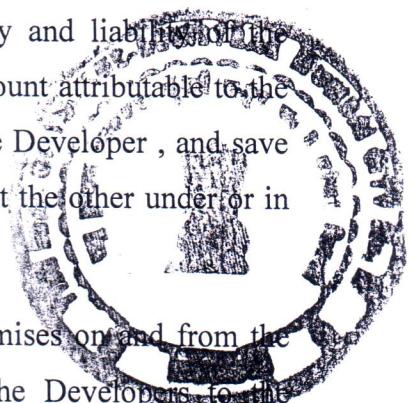
including any delay in grant of approvals and/or sanctions by the BMC and or any other competent authority.

b. If for any reason the Developer is unable or fail to give possession of the said premises to the Purchaser/s within the date specified in this Agreement hereinabove, or within any further date or dates agreed to by and between the parties hereto, then and in such case, the Purchaser/s shall be entitled to give notice to the Developer terminating the Agreement, in which event, the Developer shall within 2 (two) weeks from the receipt of such notice refund to the Purchaser/s the aforesaid amount of earnest money or deposit and such further amounts, if any, that may have been received by the Developer from the Purchaser as an by way of installments of part-payment in respect of the said premises, as well as simple interest on such amounts at the rate of 9% (nine per cent) per annum from the date of receipt till repayment. Neither party shall have any other claim against the other in respect of the said premises or arising out of this Agreement and the Developer shall be at liberty to sell and dispose of the said premises to any other purchaser/s /person/s at such price and upon such terms and conditions as the Developer may deem fit. If as a result of any legislative order or regulation or direction of the Government or public authorities, the Developer is unable to complete the aforesaid building and/or give possession of the said premises to the Purchaser/s, the only responsibility and liability of the Developer will be to pay over to the Purchaser/s the total amount attributable to the said premises and other spaces that have been received by the Developer , and save as aforesaid neither party shall have any right or claim against the other under or in relation to this Agreement, or otherwise howsoever.

15. The Purchaser/s shall be entitled to use and occupy the said premises on and from the date of possession of the said premises being delivered by the Developers to the Purchaser/s. On the Purchaser/s taking possession of the said premises he /she/ it/ they shall have no claim against the Developer in respect of any item of work in the said premises, which may be alleged not to have been carried out or completed. The only liability of the Developer shall be the statutory liability under Section 7(2) of the Maharashtra Ownership of Flats Act, 1963.
16. On and from the date of taking possession of the said premises, the Purchaser/s shall be bound and liable to bear and pay all taxes levied by BMC and/or any other government bodies and authorities and/or statutory bodies and/or authorities and also all the charges that shall be payable in respect of the said premises.
17. From the date of taking possession of the said premises the Purchaser/s agrees and binds himself/herself/itself/themselves to pay regularly every month, by the 1st day of each month, to the Developer until the lease of the said Property is executed in favour of a Co-operative Society or a Limited Company or Condominium as aforesaid and thereafter the Co-operative Society or the Limited Company or Condominium as the case may be, the proportionate share that may be decided by the Developer or the Co-Operative Society or

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the Limited Company or Condominium as the case may be for (a) Insurance Premium (b) All Municipal and other taxes that may from time to time be levied in respect of the said property and/or building including water taxes and water charges and (c) Outgoings for the maintenance and management of the estate, and the amenities, common lights and other outgoings such as collection charges, charges for watchmen, sweeper and maintenance of accounts, incurred in connection with the said property and the said building alongwith service tax as applicable. The Purchaser/s agrees and binds himself to pay to the Developer his provisional monthly contribution of Rs. 25,000/- per month towards the aforesaid outgoings. Provided that the Developer shall be liable to pay only the Municipal rates and taxes, at actuals, in respect of the unsold Flats in the said Building.

18. If within a period of 3 years from the date of handing over possession of the said premises to the Purchaser/s, the Purchaser/s brings to the notice of the Developer any defect in the said premises or the Building in which the said premises are situated or the material used therein in the construction of the said building, then, wherever possible such defects shall be rectified by the Developer at his own cost and incase it is not possible to rectify such defects then the Purchaser shall be entitled to receive from the Developer reasonable compensation for such defect.
19. The Purchaser shall at the time of making payment of the final installment mentioned in Clause 7 pay to the Developer the following amounts: -
 - i) Rs. 25,000/- lump sum amount of legal charges for this agreement and formation of Society/Limited Company.
 - ii) Rs.250/- for share money, application and entrance fee of the Society/Limited Company.
 - iii) Rs.10,00,000/- security deposit for proportionate share of taxes and other outgoings.
 - iv) Rs. 1,00,000/- towards electric & water connection charges.
 - v) Rs. 75,000/- for cable charges.

In case there shall be deficit in this regard, the Purchaser/s shall forth with on demand pay to the Developer his proportionate share to make up such deficit.

20. The Purchaser/s hereby agree/s and undertake/s that in case any payments are required to be made to the Collector or to the Government of Maharashtra as and by way of a share or percentage of unearned income arising strictly on account of construction of the new building on the said property and sale of flats to the new purchasers at any point of time either during the work of construction being carried out on the said property or after the juridical and physical possession of the said premises is handed over by the Developers to the Purchaser/s or otherwise, then in that event, such payments shall be made by the new flat purchasers alone. The Developer shall not be called upon to make any payments for the aforesaid purpose or contribute towards the same in any manner whatsoever. Provided

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however the dues in respect of the unearned income pertaining to the society's share (being the share of the existing members of the Society) shall be borne and paid by its existing Society members (excluding the Purchaser and the new allottees/ purchasers of the other saleable premises coming to the share of the Developer.

21. The Developer have informed the Purchaser/s and the Purchaser/s acknowledges that the Developer shall provide electric meters in the said premises. However deposits if any payable in respect of the electric meters to be installed in respect of the said premises shall be borne and paid by the Purchaser/s alone. It shall be the sole responsibility of the Society to arrange to obtain refund of the deposits that are presently lying with the electricity company.
22. The said premises is intended and shall be used for residential purposes only and the Purchaser/s shall not use the said premises or any part or portion thereof for any other purposes whatsoever. The Purchaser/s shall use the parking space/s allotted to him/her/it/them only for the purpose of keeping or parking the Purchaser's own vehicle and for no other purpose and the parking space/s and the said premises shall always be sold/transferred together and not separately for any reason whatsoever.
23. The Purchaser/s shall not be entitled to change the elevations of the building and the said premises and shall maintain the same in the same form as the Developer has constructed and not at any time alter the said elevations in any manner whatsoever without the prior consent in writing from the Developer and Society.
24. The Purchaser/s shall from the date of possession maintain the said premises at his/her/its/their cost in a good and tenantable repair condition and shall not do or suffer to be done anything in or to the said premises, and/or common passage, or the compound which may be against the rules or bye-laws of the Society, the BMC or any other authority.
25. The Purchaser/s shall have no claim whatsoever except in respect of the said premises hereby agreed to be acquired. It is hereby expressly and specifically agreed by the parties herein that all other open spaces, staircases, lobbies, unallotted premises and other spaces, terrace, garden etc. shall remain the property of the Developer until the said Building "LOTUS RESIDENCY" is transferred to the Co-operative Society or Limited Company or Condominium as the case may be.
26. Nothing contained in these Presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said premises or of the said Property, hereditaments and premises or any part thereof or of the said Building/s thereon or any part thereof.
27. The Purchaser hereby agrees and undertakes to indemnify and keep indemnified the Developer and the Society from and against any loss, damage, inconvenience, disturbance, litigation, that they may suffer or be put to by reason of the Purchaser committing a breach of any of the terms and conditions set out in this Agreement and/or in the bye-laws of the said Society and/or any applicable laws, rules and regulations.

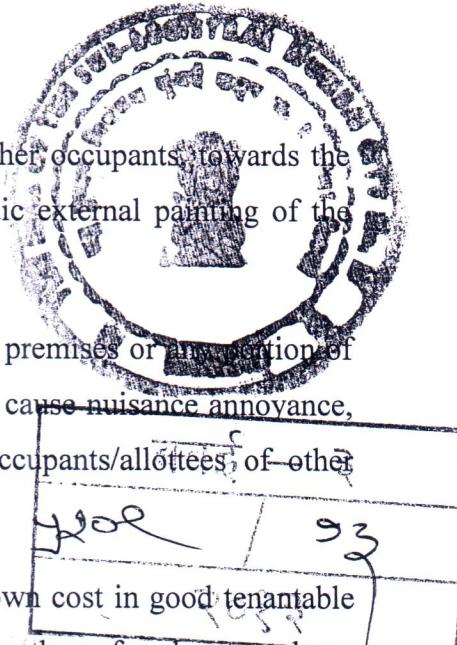
28. The Purchaser/s shall not be entitled to let, sublet, sell, transfer, assign, mortgage, charge or in any manner encumber or deal with or dispose off or part with his/her/its/their interest under this Agreement or benefit of this Agreement or part with possession of the premises until all the dues and other deposit payable by him/her/it/them to the Developer under this Agreement are fully paid up and that too only if the Purchaser/s has not been guilty of breach of or non-observance of any of the terms and/or conditions of this Agreement and until he/she/it//they obtain the previous consent in writing of the Developer. It is clarified that the Developer shall always have first lien and charge on the premises agreed to be purchased by the Purchaser under this Agreement in respect of any amount remaining unpaid by the Purchaser as per the terms and conditions set out herein.
29. In the event of the Purchaser/s attempting to and/or disposing off the said premises or any part thereof to any person or party without the written consent of the Developer this agreement shall without further notice automatically and forthwith stand cancelled and revoked and then in such event the amounts paid till then by the Purchaser/s to the Developer under this agreement shall be refunded to the Purchaser/s without any interest.
30. The Developer shall endeavor to form a Co-operative Society for the said Building. If for any reason it shall not be possible to form Co-operative Society for the said Building then the Developer shall form separate Limited Company or Condominium for the said Buildings and the Purchaser shall join in forming a Co-operative Society or Limited Company or a Condominium as the case maybe.
31. The Developer shall on completion of development of the said property execute a Deed of Lease of 99 years in favour of the Co-operative Housing Society or Limited Company or Condominium as the case maybe transferring the right, title and interest in respect of the portion of the property on which the building stands and the execute a Conveyance of the said building in favour of the Co-operative Housing Society or Limited Company or Condominium as the case maybe.
32. It is hereby expressly agreed that the terrace on the said Building shall always belong to the Co-operative Housing Society or the Limited Company or Condominium as the case maybe and. Provided the Developer shall have the exclusive right of putting up Hoardings, Display Advertisements, Erection and Installation of Cellular Telecommunication Relay Station, Radio Pager Relay Stations and other Communication Relaying Stations and for that purpose the Developer may at his own discretion put up hoardings and display advertisements with various devices, Erect and install 1) Cellular Telecommunication Relay Station 2) Radio Pager Relay Station 3) and other Communication Relaying Stations and for that purpose install antenna, boosters and other equipments on terrace of the said building and to commercially explore the aforesaid rights for its own benefit and the Developer and his agents shall for the purposes aforesaid have the right to enter the terrace at day and night. The Developer shall pay a sum of Rs. 500/- per year to the Co-operative Housing Society or Limited Company or Condominium to be formed after the said property is conveyed to the society or Limited



Company or Condominium as such provided that if any municipal rates, taxes, ceases, assessments are imposed on the Co-operative Housing Society or Limited Company or Condominium in respect of any advertisement/ hoarding/ tower put on the open spaces terrace or any other portion of the said property, the same shall be borne and paid wholly by the Developer or its nominee. The Developer or its nominee shall be exclusively entitled to the income that may be delivered by display of such advertisements or tower at any time hereafter. The flat purchasers hereby shall not be entitled to any abatement in price of the said premises or the object of the same for any reason and shall allow the Developer, his agents, servants etc. enter into the said property including the terrace and other open spaces in the said building for the purpose of putting and/or preserving and/or maintenance and/or removing the advertisements and/or hoardings and/or tower on the terrace.

33. The Purchaser for himself / herself / itself / themselves and his/her/its/their nominee/s, heirs, executors, administrators and assigns and to the intent that the covenants herein contained shall be binding upon all the persons in whose hands the said premises shall come, hereby covenant/s as follows:-

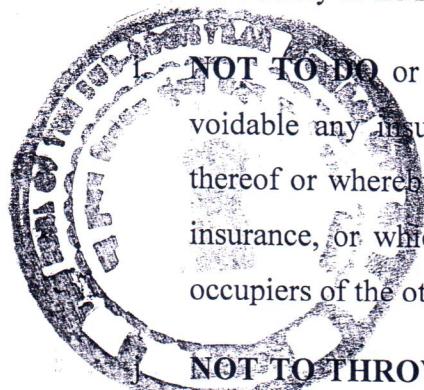
- a. **TO USE** the said only for residential purpose;
- b. **TO CONTRIBUTE** proportionately, along with the other occupants, towards the costs and expenses of maintenance, repairs and periodic external painting of the said building;
- c. **NOT TO DO** or permit to be done in or upon the said premises or any portion of the said Building, or any act, deed or thing which shall cause nuisance annoyance, disturbance, danger or inconvenience to the other occupants/allottees of other premises of the said Building;
- d. **TO MAINTAIN** the said premises at his/her/its/their own cost in good tenantable repair and condition from the date of taking possession thereof and not to do or suffer to be done anything in or upon the said premises and the said Building, its staircase or any passage which may be against the rules and regulations of the society, the concerned local or any other authority or which may change/alter or make additions in or to the said premises or any part thereof;
- e. **NOT TO AFFIX** any sign boards, neon lights or advertisements either on the terrace or on the exterior of the said Building or on the compound wall or otherwise in and or upon the said Property and not to fix any grills outside the premises;
- f. **NOT TO STORE** in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority, and not to carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the said building, including entrances of



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the said Building; and in case any damage is caused on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and for rectifying such damage and restoring the damaged portion to its original condition and to keep the Society / Developer, occupants/allottees of the premises of the said Building indemnified from and against any loss, damage or liability that may be caused or occur by aforementioned acts or negligence in respect thereof;

- g. **TO CARRY OUT**, at his/her/its/their own cost, all internal repairs to the said premises and maintain the same in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the said Building in which the said premises is situated or in respect of the said premises, which may be in contravention of the Rules and Regulations of the concerned local authority or any other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be solely responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- h. **NOT TO DEMOLISH** or cause to be demolished the said premises or any part thereof, nor at any time to make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building, in which the said premises is situated and to keep the portion, sewers, drains, pipes in the premises and appurtenances thereof in good tenantable condition, so as to support, shelter and protect the other part of the said Building without prior written permission of the Society or BMC and other bodies and authorities as the case may be;



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 said Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance, or which is likely to cause nuisance or annoyance to other users and occupiers of the other premises in the said building;

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 in any portion of the said

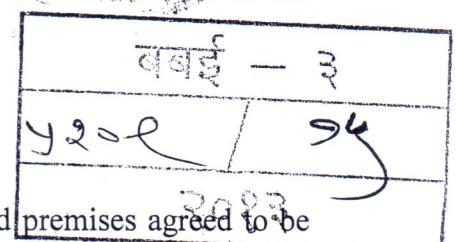
पालनी - ३	Property and the said Building, in which the said premises is situated;
४२-८	k. ९४ NOT TO KEEP anything in the common passage, staircases, terraces, walls or any other common place and not to hang any sign boards, hoardings, name boards etc., in passage or inner or outer wall of the said Building;

1. **NOT TO DEMAND**, at any time, partition by metes and bounds of the Purchaser/s interest in the said premises and/or the said Building, it being an express and specific intention of the Parties hereto that the interest of the occupants in the said premises and in the said Building shall always be imitable;

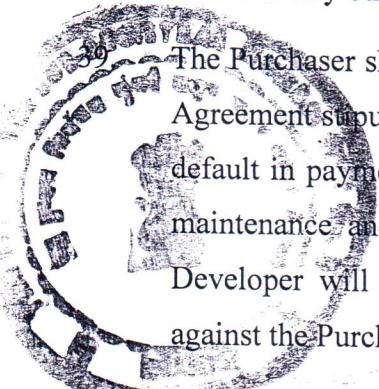
- m. **TO BECOME A MEMBER** of the Society for the purpose of management and maintenance of the said Building and for payment of all outgoings in respect thereof and for that purpose to execute all such documents as may be necessary from time to time;
- n. **NOT TO TRANSFER** or assign the benefit of this Agreement or the Purchaser's interest in the said premises to any person or party whatsoever, until all dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up and even after such payment, only if the Purchaser/s has/have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and that to not without the written permission of the Developer;
- o. **TO PAY** to the Developer, within seven days of the demand made by the Developer, his/her/its proportionate share of security deposit/premium/betterment charges/development levies demanded by concerned local authority or Government for giving water/electricity or any other services connection to the Building;
- p. **NOT TO USE** the refuge area provided in the said Building for any purpose whatsoever as the same is exclusively provided for a refuge in case of fire in the said Building;
- q. As the building is constructed as Green Building Concept, for better environment and aesthetic point of view, there is attached terrace which is constructed for the use of Terrace Garden, **NOT TO USE** this area other than Garden and also undertake to the Developer and owner for not misusing this area other than the Garden as approved by MCGM.
- r. **NOT TO DO** any act or deed which shall be in violation of the terms and conditions attached to the various sanctions/approvals/NOCs etc. set out in the recitals hereinabove;

AND THE PURCHASER FURTHER AGREES THAT

- 34. The Purchaser/s shall maintain at his/her/their own costs the said premises agreed to be purchased by him/her/them after obtaining the possession and shall abide by all bye-laws, rules and regulations of the Government, Local Bodies and Authorities, Electricity Supply Company, the Co-operative Society or Limited Company or Condominium (as the case may be) and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.
- 35. The Purchaser/s shall pay the Developer consideration amount liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Developer fully indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Developer.



36. The Purchaser/s shall from time to time to sign and execute the application for the formation and registration of the Society/Limited Company including the byelaws of the proposed society/limited Company within Ten days of the intimation by the Developer. The Purchaser shall be bound from time to time to sign all the papers and documents and all other deeds as the Developer may require him/her/them to do from time to time for safeguarding the interest of the Developer and the Purchaser of other premises in the said Building. Failure to comply with the provisions of this clause will render this Agreement ipso facto to come to an end. The Purchaser shall ensure that as and when the Developer shall so require the Co-operative Society/Limited Company shall pass the necessary resolution confirming the right of the Developer as aforesaid to carry out additional construction work on the said Building and also confirming the right of the Developer to sell on Ownership basis other premises in the said Building.
37. The Purchaser/s shall after obtaining the possession of the Flat and in the event of any amount becoming payable by way of levy or premium to the Concerned Local Authority or to the State Government or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the said Flat, the same shall be reimbursed by the Purchaser to the Developer in the proportion of the area of the said Flat.
38. The Purchaser/s shall on demand, deposit with the Developer his/her/their proportionate share towards the installation of water meter and electric meter and/or any other charges/deposit to be paid by the Developer to the Local Authority or Body concerned and/or to any other Concerned Authority.


The Purchaser shall make the payments of installment of purchase price, as herein in this Agreement stipulated on time to the Developer. In the event of the Purchaser making any default in payment of the purchase price installments and/or his/her/their share in taxes, maintenance and other outgoings regularly as agreed to herein by him/her/them, the Developer will have right to terminate this Agreement or seek specific performance against the Purchaser for recovering the same.

40. The Purchaser shall not at any time demolish or do or cause to be done any additions or alterations of whatsoever nature in the said premises or any part thereof without obtaining prior written permission of the Developer. The Purchaser shall keep the said premises walls, partitions, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and condition. The Purchaser shall not permit the closing of the niches, Fire-escape balconies, or flowerbed or service slab or make any alterations in the outside elevations and outside color scheme of the premises to be allotted to him/her/them.
41. After the possession of the said premises is handed over to the Purchaser if any additions or alterations in or about or relating to the said Building are required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the Purchasers of various premises in the said Building at his/her/their own costs and the Developer shall not be in any manner liable or responsible for the same.



42. The Purchaser shall not do or permit to be done any act or thing which may render or voidable any insurance of any premises or any part of the said Building or cause any increased premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to users and occupiers of the other premises in the said Building. However it is clarified that this does not cast any obligation upon the Developer to insure the building or premises agreed to be sold to the Purchaser.
43. On the vesting of the building and the said Property on which the said building stands in possession, management and control of the Corporate Body or Limited Company or Co-operative Housing Society or Condominium as stated herein above the Corporate Body or Limited Company or Co-operative Housing Society or Condominium shall take over complete responsibility for the management of the said Building and shall be solely responsible for collections of dues from its members and for the disbursement of such collections in relation to Building along with the said Property on which the said Building stands including payment of property taxes, cess, Municipal taxes, salaries of the employees charged with the duties for the maintenance of the said Property and the security of the building to the intent that the said Property shall be kept free from all claims, attachments and sale or other legal encumbrances, charges and liens. If the Corporate Body or Limited Company or Co-operative Housing Society or Condominium fails to perform its obligations mentioned hereinabove the Developer in any event shall stand absolved from its responsibility of managing the building, receiving and paying the outgoings including the property taxes, cesses, Municipal taxes and other incidental charges connected with the maintenance and security of the said building. The Purchasers both hereby indemnify Developer in that behalf. The Purchasers shall ensure by executing any document or documents or doing all acts, deeds and things as he/she/they may be required to do by the Developer that such obligations as aforesaid are undertaken and performed by the Corporate Body or Limited Company being his/her/their successor in interest and failure or lapse on the part of the Purchasers in so doing shall entitle the Developer to rescind this Agreement and the consequences of recession as envisaged hereafter shall follow.
44. The Purchaser will pay all stamp duty and registration charges on this Agreement and will lodge this Agreement for Registration with Sub-Registrar of Assurances at Mumbai and the Developer will attend the Sub-Registrar and admit execution thereof after the Purchaser inform them of the number under which it is lodged for Registration by the Purchaser.
45. The Deed of Lease and Conveyance and other documents for transferring the title in favour of the said Co-operative Housing Society or Limited Company or Condominium in respect of the land on which the said Building is constructed and the said Building will be transferred once the property will be developed *in toto* and shall be prepared by Developer's Advocates and Solicitors and the same will contain such Covenant and conditions as the said Advocates and Solicitors shall think reasonable and necessary having regard to the development of the said Property. All the Expenses incidental to the

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Deed of Lease and Conveyance will be borne by the proposed Society or the Purchaser/s in his/ their/ her proportion.

46. Any delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser/s shall not be considered as a waiver on the part of the Developer of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the remedies of the Developer.
47. The Developer shall be entitled to alter the terms and conditions of the Agreement relating to the unsold premises in the said Building of which the aforesaid premises form part and the Purchaser/s shall have no right to object to the same.
48. All letters, circulars, receipts and/or notices issued by the Developer dispatched under Certificate of Posting to the address known to them of the Purchaser will be a sufficient proof of the receipt of the same by the Purchaser and shall completely and effectually discharge to Developer. For this purpose, the Purchaser has given the following address;



6th Floor, Vishwashanti,

30/E, Azad Road,

Juhu Koliwada,

Mumbai – 400058

49. The full ad-valorem stamp duty in accordance with the Bombay Stamp Act, 1958 and the full registration charges in accordance with the Indian Registration Act, 1908, of and incidental to this Agreement shall be borne and paid by the Purchaser alone in full. The Purchaser will lodge this Agreement for registration with the Office of the Sub-Registrar of Assurances at Mumbai-Bandra, latest within 4 (Four) months from the date of its execution, and the Developer shall attend the Sub-Registry and admit execution thereof, upon and after the Purchaser informs the Developer of the number under which it has been lodged for registration;
50. The Purchaser shall pay the amount of service tax and/or sales tax levied and/or leviable and/or becoming payable now and/or becoming payable at any time hereafter on the said flat and/or on the basis of this Agreement under the provisions of Mumbai Sales Tax Act, Central Sales Tax Act and/or any other tax statute.

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|---|------|----|
| बंद्रा - १० | ४२०८ | ९८ |
| १०१ | | |
| ५१. The Permanent Account No. of the Purchaser, Developer and Owner is as follows:- | | |

PURCHASER:- ADWPK9701F

OWNER :- AABCH2862H

DEVELOPER :- AADFL7079F

THE FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF SAID PROPERTY)

ALL THAT piece or parcel of land or ground bearing C. S. No. 1/445 of Lower Parel division admeasuring 27585.35 sq. meters or thereabouts, together with Building and Structures standing thereon situate at Shankarrao Naram Path Marg, Off. Pandurang Budhkar Marg, Lower Parel, Mumbai - 400013

THE SECOND SCHEDULE ABOVE REFERRED TO

Flat No. 1802 on the 18th floor admeasuring 86 sq.mtrs. carpet area in the 'B' Wing to be constructed on the said Property more particularly described in the First Schedule hereinabove referred to.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(List of Fixtures, Fittings, specifications and Amenities)

1. **STRUCTURE**

a) R.C.C: Framed structure



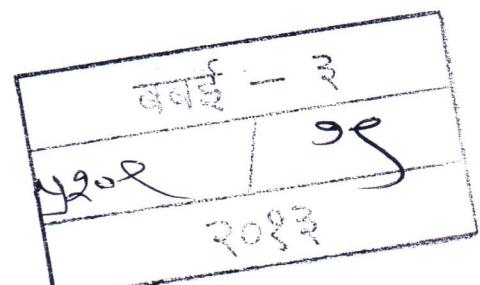
2. **PLUMBING**

a) Out side drainage Line.

3. **FLOORING**

IPS Flooring

4. **DOOR/WINDOWS**



THE FOURTH SCHEDULE ABOVE REFERRED TO:

Common areas and facilities of the said Building Common areas and facilities.

Two handwritten signatures, one appearing to be 'R' and the other 'A', are written in cursive ink.

IN WITNESS WHEREOF, the Developer and the Purchaser/s have hereunto set and subscribed their hands and seal the day and year first hereinabove written.

SIGNED AND DELIVERED by the
withinnamed "DEVELOPER"
LOTUS ENTERPRISES
through its Partner MR. KAMLESH MEHTA
In the presence of _____

7/05/2012

29/05/2012



LOTUS ENTERPRISES

Partners/Authorised Signatory

SIGNED AND DELIVERED by the
withinnamed "PURCHASER" namely
MRS. PRAGNA KIRTI KEDIA
In the presence of _____

7/05/2012

29/05/2012

P K Kedia



SIGNED AND DELIVERED by the
withinnamed "CONFIRMING PARTY" namely
HALL & ANDERSON LIMITED
Through its Director MR. KAMLESH MEHTA
In the presence of _____

7/05/2012

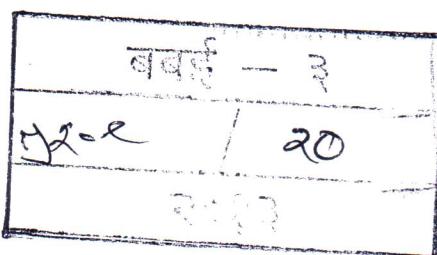
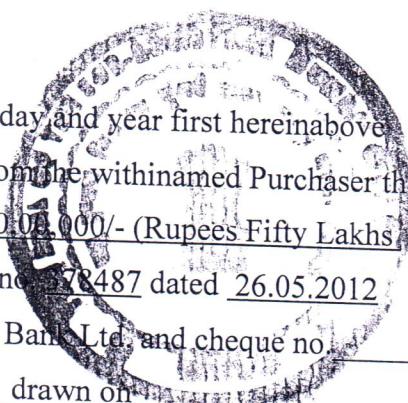
29/05/2012



For HALL AND ANDERSON LTD.

Director / Authorised Signatory

RECEIVED the day and year first hereinabove
written of and from the withinamed Purchaser the
the sum of Rs. 50,00,000/- (Rupees Fifty Lakhs
only) by cheque no. 178487 dated 26.05.2012
drawn on HDFC Bank Ltd. and cheque no. _____
dated _____ drawn on _____
amounting to Rs. _____
_____ being the amount of)
earnest money to be paid by her to us)



WE/I SAY RECEIVED

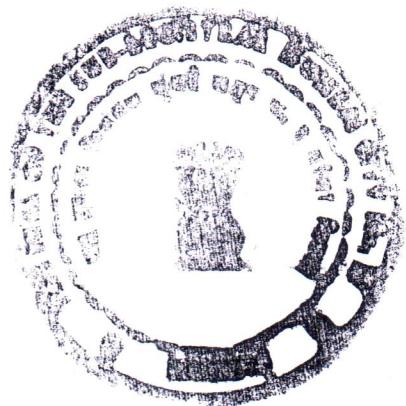
For **LOTUS ENTERPRISES**



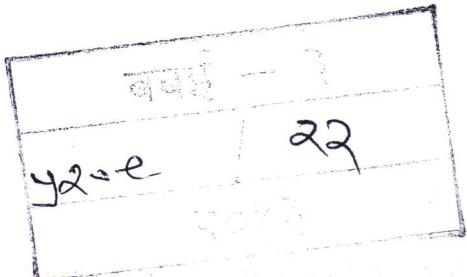
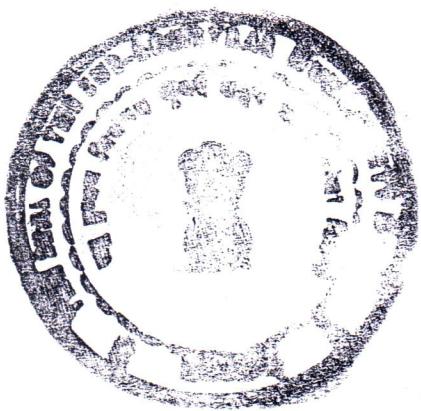
PARTNER

(DEVELOPER)

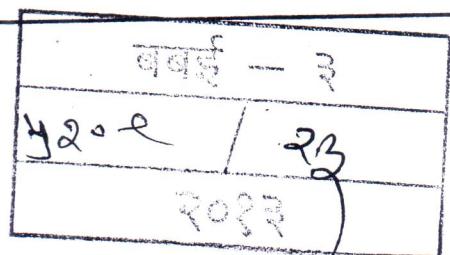
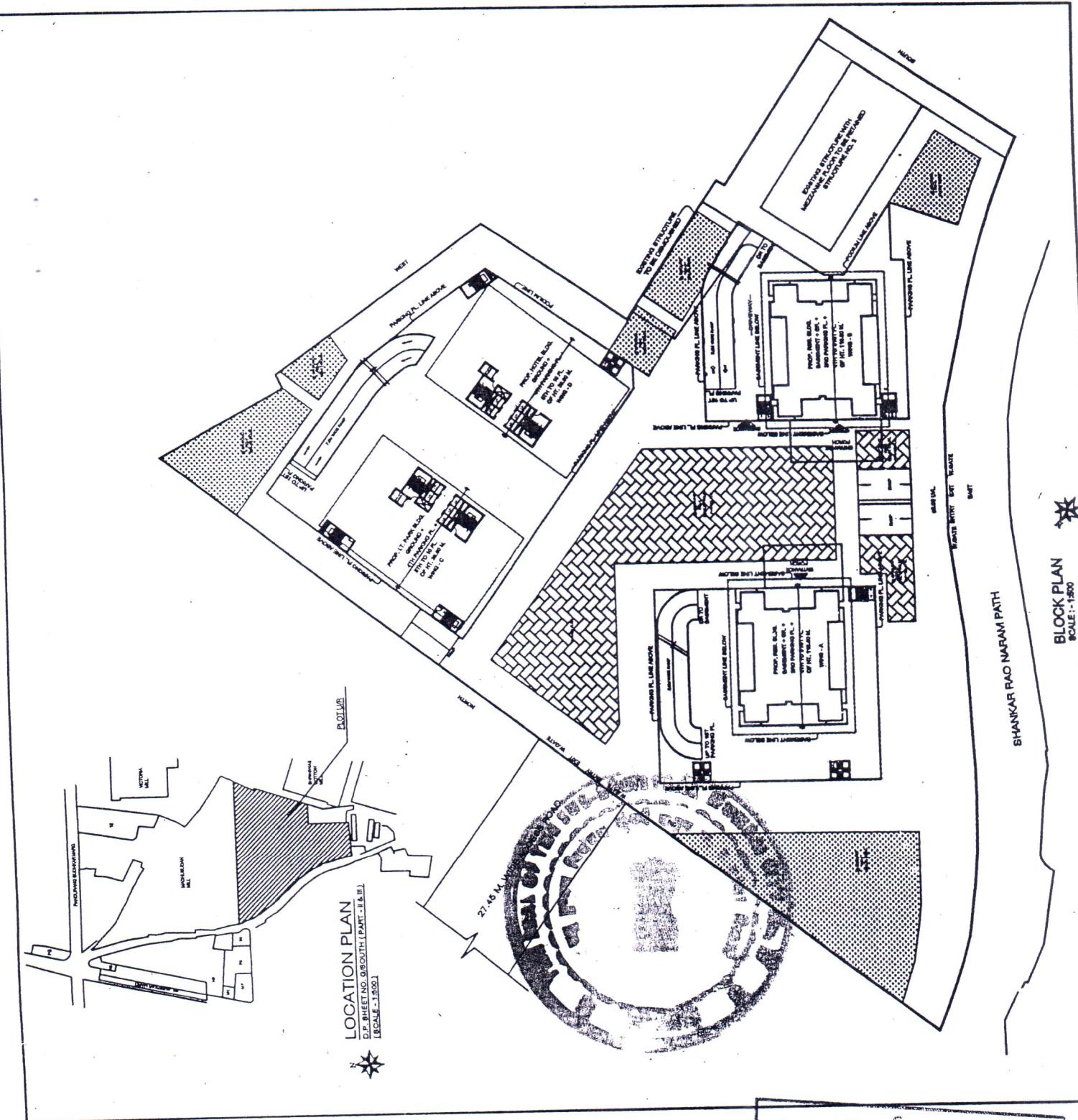
WITNESSES:

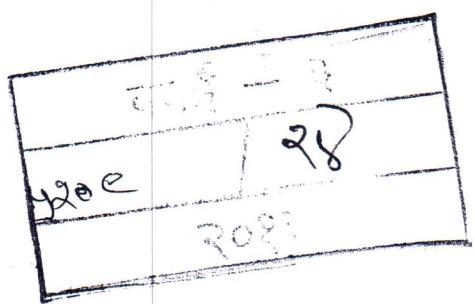
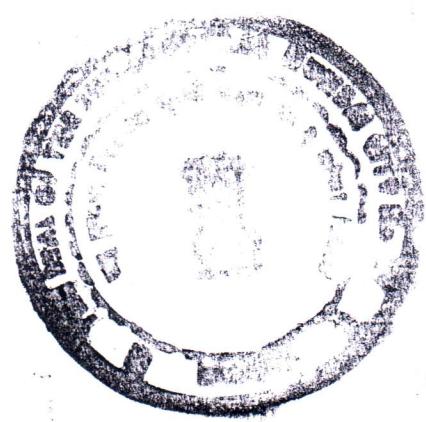


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Annexure - 'A'





Form 246

88

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

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

No. E.B./CE/ EB/5056/GS/A
BSA

of 200 - 200

MEMORANDUM

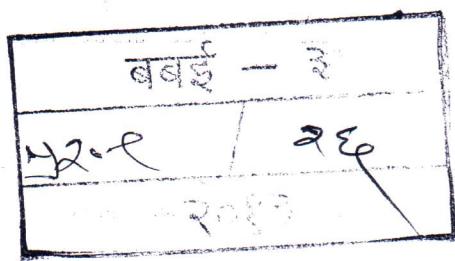
Hall and Anderson Ltd.
31, Chowringhee Road,
Kolkata - 700 016

Municipal Office,
Mumbai 07/11/09
200

With reference to your Notice, letter No. 2439 dated 200 and delivered on 12.08.2009 200 and the plans, Sections Specifications and Description and further particulars and details of your buildings at C.S.No.445 of Lower Parel Divn. at Pandurang Budh Kamish to me under your letter, dated 8.8.2009 200 Marg, Lower Parel, Mumbai 400 013 or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons :-

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

1. That the commencement certificate under Section 44/69(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the builder / developer / owner shall not prepare a "debris management plan" showing the prospective quantum of debris likely to be generated, arrangements for its proper storage at the site, transportation plan of the agency appointed for the same, with numbers and registration numbers of vehicles to be deployed and the final destination where the debris would be unloaded by them and submit the same to the Zonal Executive Engineer of S.W.M. Department and the same shall not be get approved before demolition of existing building or commencing any construction activity.
3. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C. Regulation No.38(27).
4. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders,etc. and will not be leveled, rolled, consolidated and sloped towards road side, before starting the work.



() 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 **6th NOV.** day of **2010**, 200 , but not so as to contravance any of the provision 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 Note accompanying this Intimation of Disapproval.

**Executive Engineer, Building Proposals,
Zone, city I Words.**

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 Mumbai 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 a new domestic building shall cause the same to be built so that every part of the plinth shall be—

"(a) Not less than 2 feet (60 cms.) above the centre of the adjoining street in 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 (160 cms.) of such building."

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

(4) Your attention is invited to the provision 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 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 necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

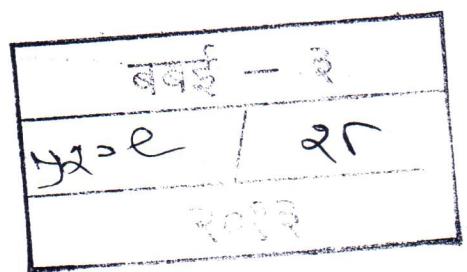
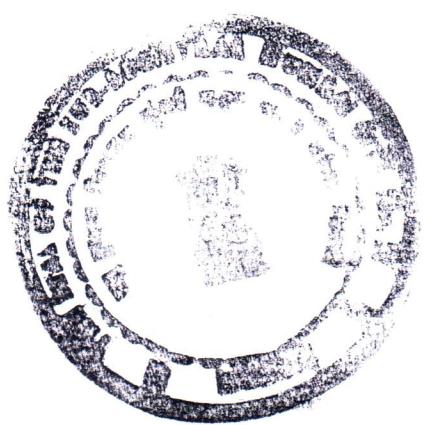
(6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.

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

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai 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.

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No. EB/5056/GS/A / 07/11/2009

Contd... (A) item A) R.T & R.M. as per the following

last situation

5. That the specifications for layout/ D.O. or access roads/ development of or else no built setback land will not be obtained from E.E. Road (Construction) (City) Regn. before starting construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from E.E.(R.C.)/ E.E.(S.W.D.) of City before submitting building completion certificate.

6. That the structural engineer will not be appointed. Supervision memo as per Appendix-XI [Regulation 5(3) (ix)] will not be submitted by him.

7. That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load alongwith bearing capacity of the soil strata will not be submitted before C.C.

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

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

10. That the structure Nos. 2,11 & 12 shall not be demolished before asking C.C. for Wing B.

11. That the N.O.C. from Director of Industries for additional F.S.I. under D.C. Regn. 55(16) bns. O.C. papers shall not be submitted to claim additional F.S.I. under D.C. Regn. 55(16).

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

13. That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.

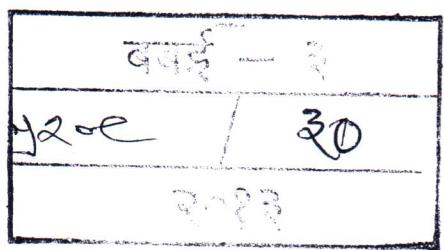
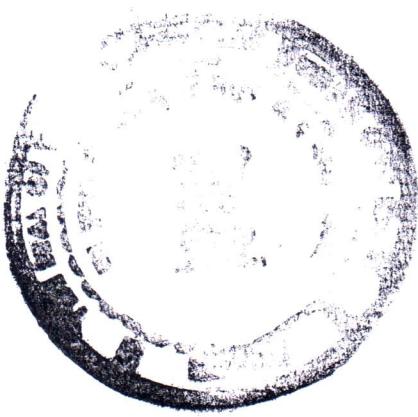
14. That the requirements of N.O.C. of Chief Fire Officer will not be obtained & the requisitions, if any, will not be complied with before occupation certificate /B.C.C.

15. That the qualified/Registered Site supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.

16. That the true copy of the sanctioned layout / sub-division / amalgamation approved under No. EB/4976/GS/A dated 18.9.2009 along with the T & C thereof will not be submitted before B.C.C.

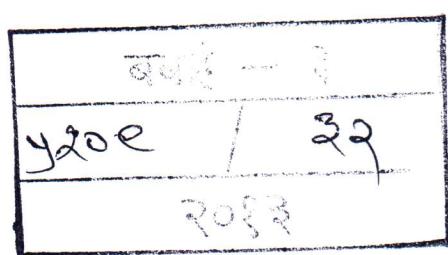
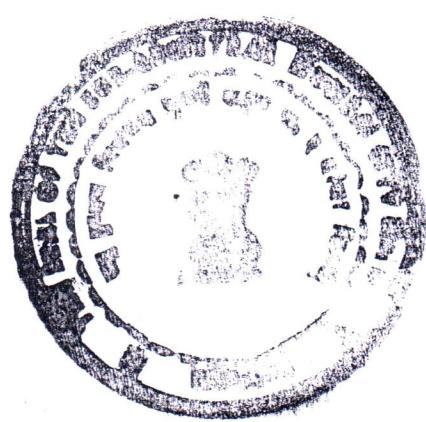
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17. That the premium/deposits as follows will not be paid -
- Staircase / Lift area benefit
 - Development charges as per M.R. & T.P. (Amendment) Act, 1992
 - Balcony enclosure fees.
- to ~~to the following charges~~ Insecticide charges. ~~to the following charges~~ Payment of advance for providing treatment of construction site to prevent epidemic like dengue, malaria etc. to insecticide charges to G/South Ward.
- to Extra Lobby premium on the construction of lobby.
18. That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.
- Now bearing
19. That the N.O.C. from Police Commissioner, M.T.D.C. and Metropolitan Commissioner for proposed Residential Hotel ('D' Wing) shall not be submitted before asking for C.C.
20. That the work will not be carried out strictly as per approved plan and in conformity with the D.C. Regulations in force.
21. That the N.O.C. from Tree authority shall not be submitted before asking for plinth C.C.
22. That the Registered Undertaking shall not be submitted for agreeing to pay the difference in premium paid and calculated as per revised land rates.
23. That the Janata Insurance policy or policy to cover the compensation claims arising out of Workmen's Compensation Act, 1923 will not be taken out and a copy of the same will not be submitted before asking C.C. and renewed during the construction of work.
24. That the N.O.C. from B.E.S.T. / Tata Electric Company for sub-station shall not be submitted.
25. That the fresh Tax Clearance Certificate from A.A. & C 'G/South' Ward shall not be submitted.
26. That the Regd. U/T against misuse of pocket terrace / part terrace / stilt shall not be submitted.
27. That the footpath in front of plot shall not be repaired / restored once in a year or before occupation whichever is earlier.
28. That the Indemnity Bond indemnifying M.C.G.M. against disputes, litigations, claims, arising out of ownership of plot shall not be submitted.
29. That the remarks from H.E. Department shall not be submitted.
30. That the board displaying the details of development of the work shall not be displayed at site.

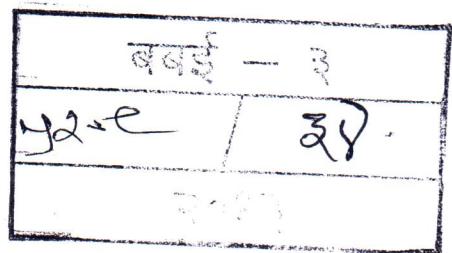
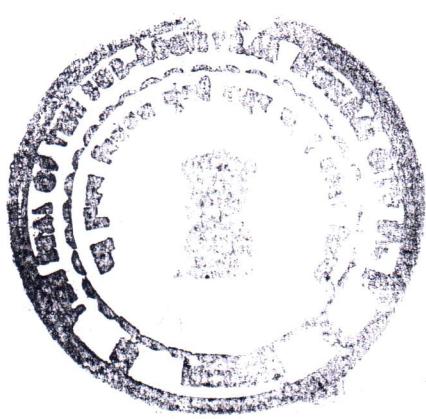
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- Contd. (A)**
- That the necessary remarks for training of halla/ construction of SWD will not be obtained from Dy.Ch.Eng.(S.W.D.) City and Central Cell before asking for plinth C.C. along w.d. after below mentioned
32. That the N.O.C. from Dy.Ch.E (S.P.) P&D for proposed sewer line shall not be submitted before C.C.
33. That the conditions of D.C. Regn. 58 shall not be complied with.
34. That the plot boundary shall not be got demarcated from C.S.L.R. and demarcation certificate shall not be submitted to this office.
35. That the copy of PAN card of the applicant shall not be submitted before C.C.
36. That the precautionary measures to avoid dust nuisance such as erection of G.I. sheet screens at plot boundaries upto reasonable height shall not be provided before demolition of existing structures at site.
37. That the fresh P.R.Card in the name of owner shall not be submitted before C.C. beyond 75% of permissible F.S.I.
38. That the construction activity for work of necessary piling shall not be carried out by employing modern techniques such as rotary drilling, micropiling etc. instead of conventional jack and hammer to avoid nuisance damage to adjoining buildings.
39. That the N.O.C. from E.E.T & C. shall not be obtained for the training before C.C.
40. That Regd. U/T for minimum Nuisance during construction activity shall not be submitted before C.C.
41. That the N.O.C. from M.O.E.F. shall not be submitted before asking for further C.C. beyond the construction of 20,000 Sq.Mt.
42. That the work shall not be carried out between 7.00 A.M. to 7.00 P.M. only.
43. That the G.I.Sheet screens at plot boundaries upto adequate height to avoid dust nuisance shall not be provided before demolition of existing building.
44. That the precautionary measures to avoid nuisance due to dust, such as providing G.I. Sheets at plot boundaries up to reasonable height shall not be taken.

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Rao



45. That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria, etc., is made to the Insecticide Officer of the concerned Ward Office and provision shall be made as and when required by Insecticide Officer for inspection of water tanks by providing safe and stable ladder, etc. and requirements as communicated by the Insecticide Officer shall be complied with.

46. No main beam in a R.C.C. framed structure shall not be less than 230 mm wide. The size of the columns shall also not be governed as per the applicable I.S. codes.

47. All the cantilevers (Projections) shall not be designed for five times the load as per IS Code 1993-2002 including the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.

48. In R.C.C. framed structures, the external walls shall not be less than 230 mm if in brick masonry or 150 mm. autoclaved cellular concrete block excluding plaster thickness as circulated under No. CE/PD/11945/I of 2.2.2006, except for projects to be implemented under

49. That the facilities for physically handicapped persons shall not be provided as per the accompaniment in Govt. in U.D. Department notification No.TPB 432001/1829/CR-216/2001/UD-11 dated 2nd December 2003.

50. That the specification & design of Rain Water Harvesting scheme as per the State Govt.'s directives u/No.TPB-4307/396/CR-124/2007/UD-11 dated 6th June 2007 shall not be submitted.

51. That the N.O.C. from High Rise Committee for proposed A, B and D Wing shall not be obtained before asking for C.C.

52. That the requisition of clause No. 45 and 46 of D.C.R. 91 shall not be complied with and records of quality of work, verification report shall not be kept on site till completion of work.

(B) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C. OF SUPER STRUCTURE :

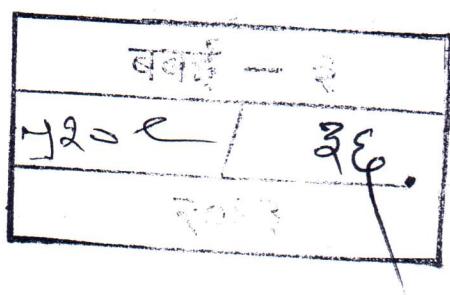
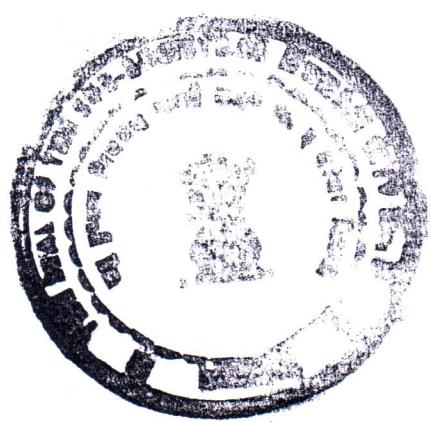
1. That the plinth dimensions shall not be got checked from this office before asking for further C.C. beyond plinth.
2. That the Structural stability certificate through Regd. Structural Engineer regarding stability of constructed plinth shall not be submitted before asking for C.C. beyond plinth.
3. That the design of road crust and construction of roads upto sub base level shall not be submitted.

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(C) THE FOLLOWING GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE GRANTING O.C.C. TO ANY PART OF THE PROPOSED BUILDING :

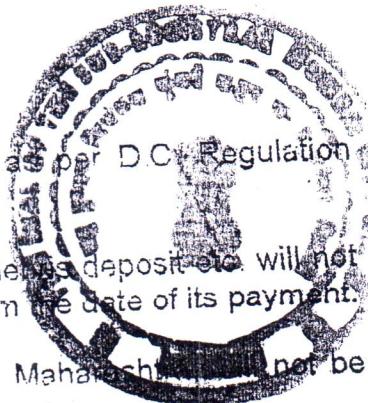
1. That some of the drains will not be laid internally with C.I. Pipes.

Ram



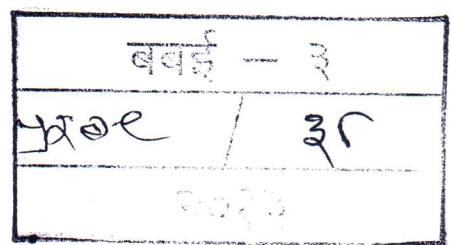
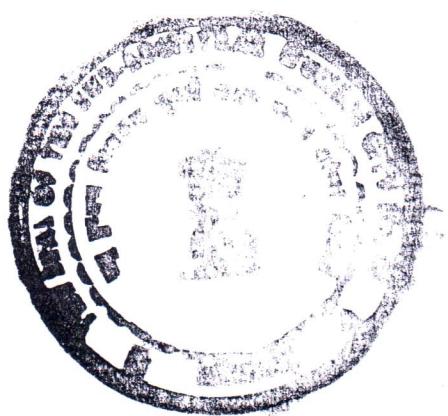
2. That the dust-bin will not be provided as per C.E./Circular No.CE/9297/II of date 26-6-1978 must not be taken into account.

3. That the surface drainage arrangement will not be made in consultation with E.E.(SWD) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C.
4. That the existing well will not be covered with R.C.C. slab.
5. That 10'-0" wide paved pathway upto staircase will not be provided.
6. That the surrounding open spaces, parking spaces and terrace will not be kept open and un-built upon and will not be leveled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.
7. That the name plate/Board showing Plot No., name of the building etc. will not be displayed at a prominent place.
8. That carriage entrance shall not be provided.
9. That the parking spaces shall not be provided as per D.C. Regulation No.36.
10. That B.C.C. will not be obtained and I.O.D. and deposit deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
11. That the N.O.C. from Inspector of Lifts, P.W.D., Maharashtra will not be obtained and submitted to this office.
12. That the Drainage completion certificate from (S.P.)(P&D)City for provision of Septic Tank/Soak pit will not be submitted.
13. That the Drainage completion Certificate from A E (B.P.) City for House drain will not be submitted & got accepted.
14. That every part of the building construction and more particularly overhead tank will not be provided as with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc.
15. That final N.O.C. from C.F.O / Tree Authority shall not be submitted before asking for occupation permission.
16. That the compliance of N.O.C. from H.E will not be made and certificate to that effect will not be submitted.
17. That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid waste Management of M.C.G.M. shall not be provided.



not be submitted before	
20 JUNE	2013
made and certificate to	
20 JUNE 2013	

6/2013



18. That the installation of Rain Water Harvesting scheme as per the State Govt's directives U/No. TPB-4307/396/CR-124/2007/UD-11 dated 6th June 2007 shall not be provided before applying for occupation permission.

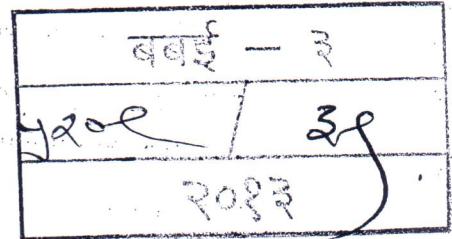
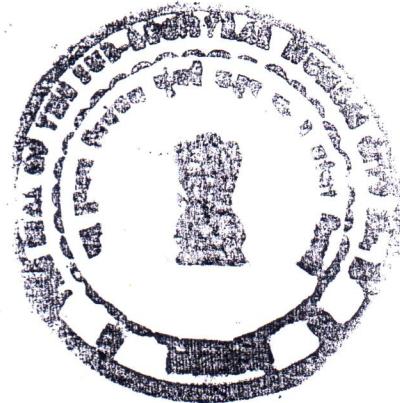
19. That the recycling plant for waste water shall not be provided.

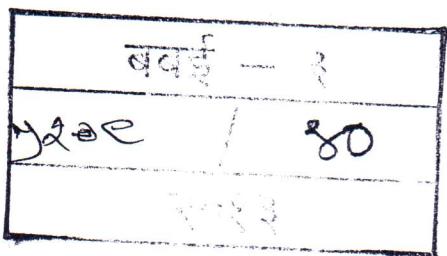
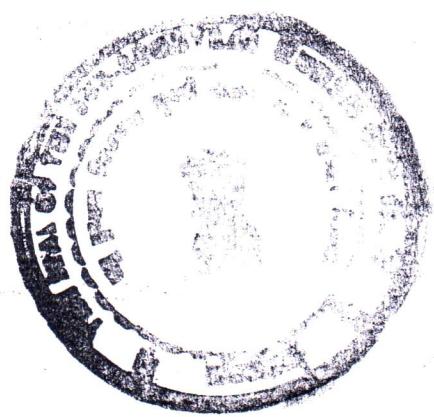
20. That the completion of footpath, providing central dividers, lane marking and providing steel furniture shall not be completed.

(D) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.

1. That certificate under Section 270-A Of M.M.C. Act will not be obtained from H.E.I's Department regarding adequacy of water supply

07.11.09
Executive Engineer
Building Proposals (City)-I



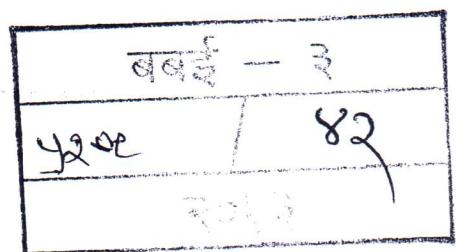


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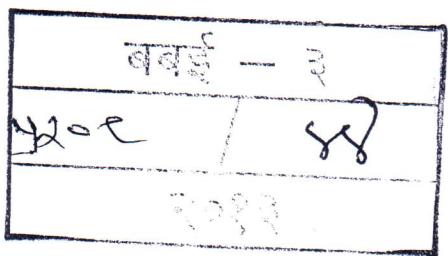
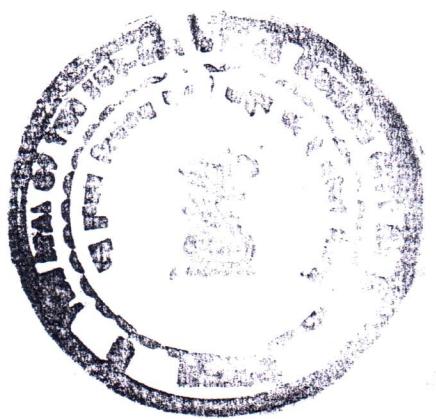
- (1) The work should not be started unless objections are complied with.
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material 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 workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application 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 stored 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 objection 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 & 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 an 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 asphalt lighting and drainage before submition 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 meters per 10 sq. meters 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 purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13(h)(F) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-
- (i) Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the area in occupation of each.
 - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail of the alternative accommodation in the proposed structure at standard rent.
 - (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will cause water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand 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 nahanis 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 Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jisters shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on hightly serving the purpose of a lock and the warning pries of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfictions each not exceeding 1.5 mm. in diameter the cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed an its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) ~~The roof slab should be provided over the window opening.~~
 (b) ~~The roof slab should be provided over the window opening.~~
 (c) ~~The roof slab should be provided over the window opening.~~
 (d) ~~The inspection chamber should be provided outside.~~
- (33) If the proposed aditional is intended to be carried out on old foundations and structures, you will do so at your own risk.

लालई - 3
20/08/83
20/08/83

07.11.83
 Executive Engineer, Building Proposals
 Zones city Wards



MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

No. EEBPCI/5056/IGS/1A of 4-1-11

COMMENCEMENT CERTIFICATE

To,

Hall & Anderson Ltd.
31, Chawringhee Rd.
Kolkata - 700 016

Ex. Eng. Bldg. Proposal (G19)
E' Wind, Municipal Office, 3rd Floor
10, S. K. Hafizuddin Marg, Byculla
Mumbai - 400 008.



Sir,

With reference to your application No. 2439
12108109 for Development Permission and grant of Commencement Certificate
under Section 44 and 69 of the Maharashtra Regional and Town planning Act., 1966, to carry
out development for proposed development on the property

and building permission under section 346 of the Bombay Municipal Corporation Act., 1888, to
erect a building in Building No. 1 on Plot No./C.S.No./C.T.S. No. 445 Division/
Village/Town Planning Scheme No. Lower Parel 15m. Situated at Road/Street
Pandurang Budkav Marg Ward 9/5 the Commencement
Certificate/Building permit is granted on the following conditions :-

- 1) The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
- 2) That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
- 3) The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
- 4) This permission does not entitle you to develop land which does not vest in you.
- 5) This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years; provided further that such laps shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act. 1966.
- 6) This certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai, if:-
 - a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanction plans.
 - b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - c) The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresenting and the applicant and every person deriving title through or under his in such an event shall be deemed to have carried out the development work in contravention of Sec 43 & 45 of the Maharashtra Regional and Town Planning Act., 1966.

7) The conditions of this Certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successor and every person deriving title through or under him.

8) The Municipal Commissioner has appointed Shri. R.M. Salangjindar Assistant Engineer, to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This Commencement Certificate is valid upto 3 - Jan - 2012

This C.C. is issued upto plinth level for wing 'A' as per approved plan dated 07/11/2009

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



Carish
Assistant Engineer
Building Proposals (City)/(R&R)

For MUNICIPAL COMMISSIONER FOR GREATER MUMBAI.

EB/5056/GS/A of 7-5-2011

This C.C. is endorsed upto plinth level for wing A as per amended plans approved dated 21-4-2011

EB/5056/GS/ct 22-9-2011 AEBPC VI/4/51

This C.C. is extended upto 7th floor of wing 'A' re. upto 24-00 mt only as per amended plan approved dt 21-4-2011

EB/5056/GS/A

12-2-1-2012 AEBPG VI

This C.C. is further extended for the entire work of wing A and upto 7th floor for wing B.

EB/5056/GS/A of 16-2-12 AEBPG VI

This C.C. is endorsed upto 18th floor level &c. upto 62.70 m. height for wing 'A' & wing 'B' as per amended approved plan dated 04/01/2012

EB/5056/GS/A Dtd 04-01-12

M. B. Salangjindar
AEBPC VI/6/10/12

This C.C. is endorsed upto top of 30th floor for wing 'A' & wing 'B' as per last amended approved plan dtd. 04/01/2012

M. B. Salangjindar
AEBPC VI/20/3/10/13

1/2	82
-----	----

KANGA & CO. (Regd.)
 ADVOCATES & SOLICITORS
 ESTABLISHED 1890 121st YEAR
 2010 - 2011

Readymoney Mansion, 43, Veer Nariman Road, Mumbai - 400 001, India. Tel : (91 22) 6623 0000, 6633 2288, 2204 2288 Fax : (91 22) 6633 9656, 6633 9657 Email : mail@kangacompany.com
 M. L. Bhakta • K. R. Modi • S. C. Kothari • A. M. Desai • K. M. Vussonji • B. D. Damodar • S. S. Vaidya • A. R. Amin • Ms. P. G. Mehta • R. V. Gandhi • C. S. Thakkar • A. N. Bhakta • D. K. Vussonji

4912

In reply quote KMV/ /2010

TITLE CERTIFICATE

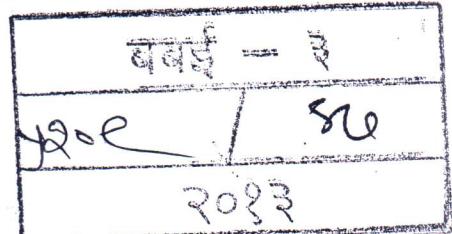
Re: Land bearing C:S No.445 of Lower Parel Division admeasuring 27585.35 sq.metres or thereabouts together with the building and structures standing thereon situate lying and being at Pandurang Budhkar Marg, Lower Parel, Mumbai- 400 013.

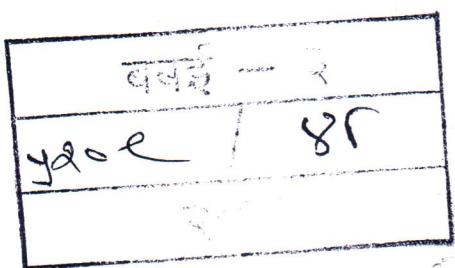
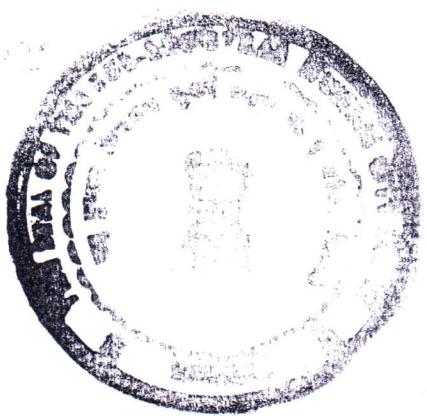
1. National Textile Corporation Limited was seized and possessed of or otherwise well and sufficiently entitled to the land bearing C.S No.445 admeasuring 96612.07 sq.yards equivalent to 80,779.995 sq.metres or thereabouts situate lying and being at Off Delisle Road, Lower Parel, Mumbai and more particularly described in the First Schedule hereunder written ("the said larger property").

2. By a Deed of Conveyance dated 2nd July 2009 made between National Textile Corporation Limited of the One Part and Hall and Anderson Limited of the Other Part and registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No.5059 of 2009, National Textile Corporation Limited granted, conveyed, sold and transferred to Hall and Anderson Limited a portion of the said larger property which portion admeasures 27,585.35 sq. metres or thereabouts situate lying and being at Off Delisle Road, Lower Parel, Mumbai and more particularly described in the Second Schedule hereunder written ("the said property") along with the Right of Way passing through the remaining portion of the larger property retained by National Textile Corporation Limited which Right of Way is shown in burnt sienna colour on the plan annexed to the said Deed of Conveyance at or for the consideration therein contained.

3. We have caused advertisements to be issued in the local newspapers inviting claims from the public and have not received any claim pursuant to the issuance of the said advertisements.

4. We have caused searches to be taken in the office of the Sub-Registrar of Assurances at Mumbai and no documents affecting the title of Hall and Anderson Limited to the said property are found to be registered.





5. On perusal of the Property Cards relating to the said larger property, we observe that the name of Hall and Anderson Limited has been inserted in the property card as the Owner of the said property.

6. We have perused the Original Deed of Conveyance dated 2nd July 2009 and have prepared this Title Certificate on the basis of the Original Deed of Conveyance dated 2nd July 2009 furnished to us.

7. By virtue of the aforesaid Deed of Conveyance dated 2nd July 2009, Hall and Anderson Limited is the absolute Owner of the said property more particularly described in the Second Schedule hereunder written and has a clear and marketable title thereto.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground of Foras Tenure cess whereof has since been redemmed together with the Spinning and Weaving Mill known as Madhusudan Mills and other buildings godowns messuages tenements chawls and structures standing therein situate lying and being at Globe Mills Passage, Off.Delisle Road, Lower Parel in the Town and Island of Bombay and in the registration sub-district of Bombay and in the registration sub-District of Bombay containing by admeasurements 96612.07 sq.yards or thereabouts according to the C.S.Register and registered in the books of the Collector of Land Revenue under C.S.No.445 and part of 787 Lower Parel Division.

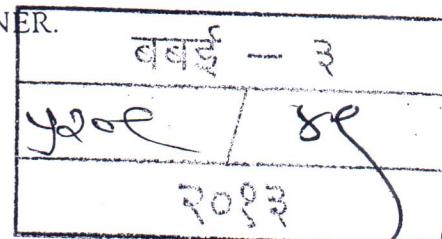
THE SECOND SCHEDULE ABOVE REFERRED TO:

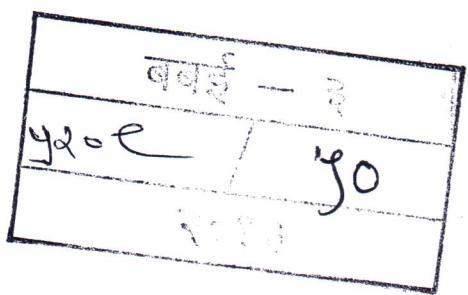
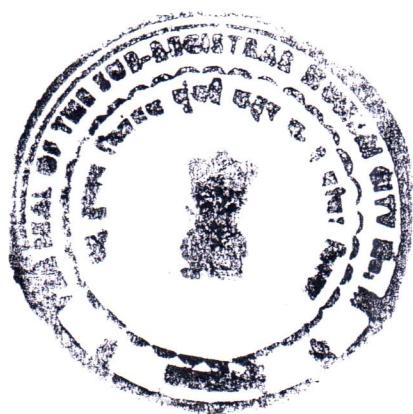
ALL THAT piece or parcel of land or ground admeasuring 2785.15 sq.mtrs, or thereabouts together with the building and structures standing the son of Lower Parel Division being a portion of property more particularly described in the First Schedule hereinabove referred to.

DATED this 31st day of May, 2010.

KANGA AND COMPANY,

PARTNER.





Annexure E

LEVEL LEGISLA TURE FOR THE CITY AND ISLAND OF BOMBAY

Feud by: SHRI S. O. BADARKE

Selected Bibliography

Division: LOWER PAREL
Register No. 217

1. Street No.	2. Street No.
3. Name of Street or locality	4. CONRAD TANK ROAD
5. State No.	6. (444, 16)
7. Date No.	8. JUL.

<u>4. Collector's Entry No.</u>	<u>5. People</u>	<u>6. Area In sq. Mts.</u>	<u>7. Last 3 digits of Permit No.</u>	<u>8. Collection Date (to 1)</u>	<u>9. Collection Date (to 2)</u>	<u>10. No. 1</u>
1745		L.T.A.	27585.35	MUL	MUL	(-MUL-)

(A) VIDE C.S.NO.45
(DEED NO. 5039/2009) DEED OF CONVEYANCE DATED 16-7-2009 FROM 'B'
IN COL. 10 TO 'F' IN COL. 10 AT PRESENT 'A' IN COL. 10 IN RESPECT
OF AREA 2738.15 SQ. MTRS.
VIDE M.A.No. 687/2010

15. Ground	16. Superlatives listed test due 19 Public Body
14. Lease from Public Body or Facilities	

- 11 -

IN AREA AMERELBURG 21305.55 PQ. MM. HAS BEEN RECEIVED FROM
C. S. C. NO. 445 & MET C. S. NO. 1/115 12 ASSIGNED VIDE M. C. 187
DUCATREX (BUILDING REPAIRS) CITY LETTER NO. 2116/15/14
W. H. 14-49-49 AND ALSO REPAIRS IN R. N. NO. 115/2000 CARDED

मार्ग संख्या	१०८३	प्राप्ति दिन
मार्ग संख्या	१०८३	प्राप्ति दिन
मार्ग संख्या	१०८३	प्राप्ति दिन

Name of Applicant: MITHI P. PATIL
Date of Application: 15/01/2010
Fee recovered: Rs. 1144600.00
Reference of Issue: 015301561012
Date of Issue: 15 MARCH

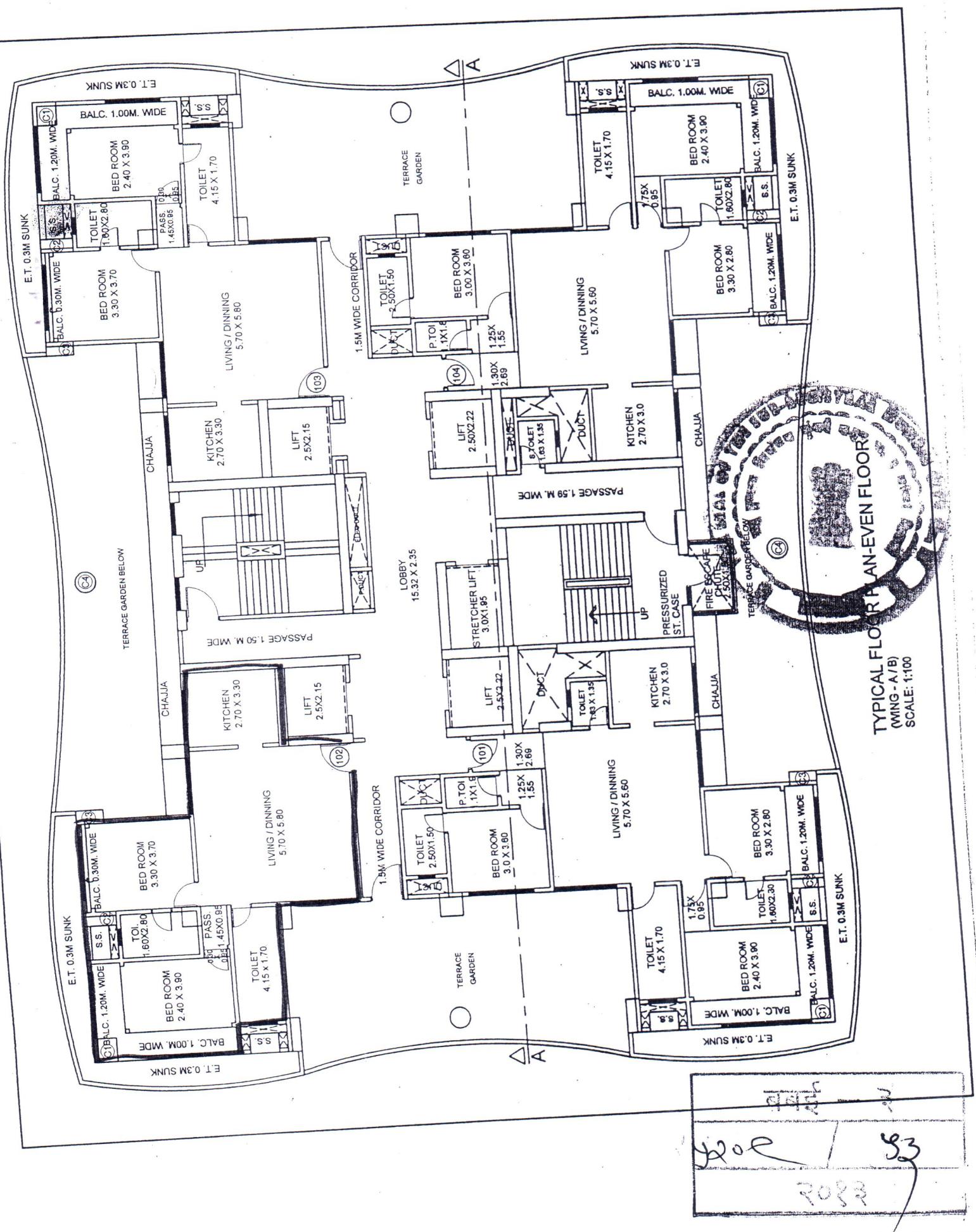
A circular stamp from the Royal Mint in London. The outer ring contains the text "THE ROYAL MINT LONDON". In the center is a profile bust of a man, likely King George VI, facing left. Below the bust, the words "LONDON ENGLAND" are visible.

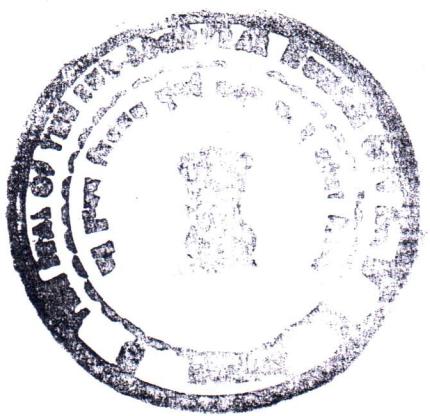
बलहु । ३१
२०८ / ५९
२०१३



बाबू - १	
७२-८	/ ५२
२०१३	

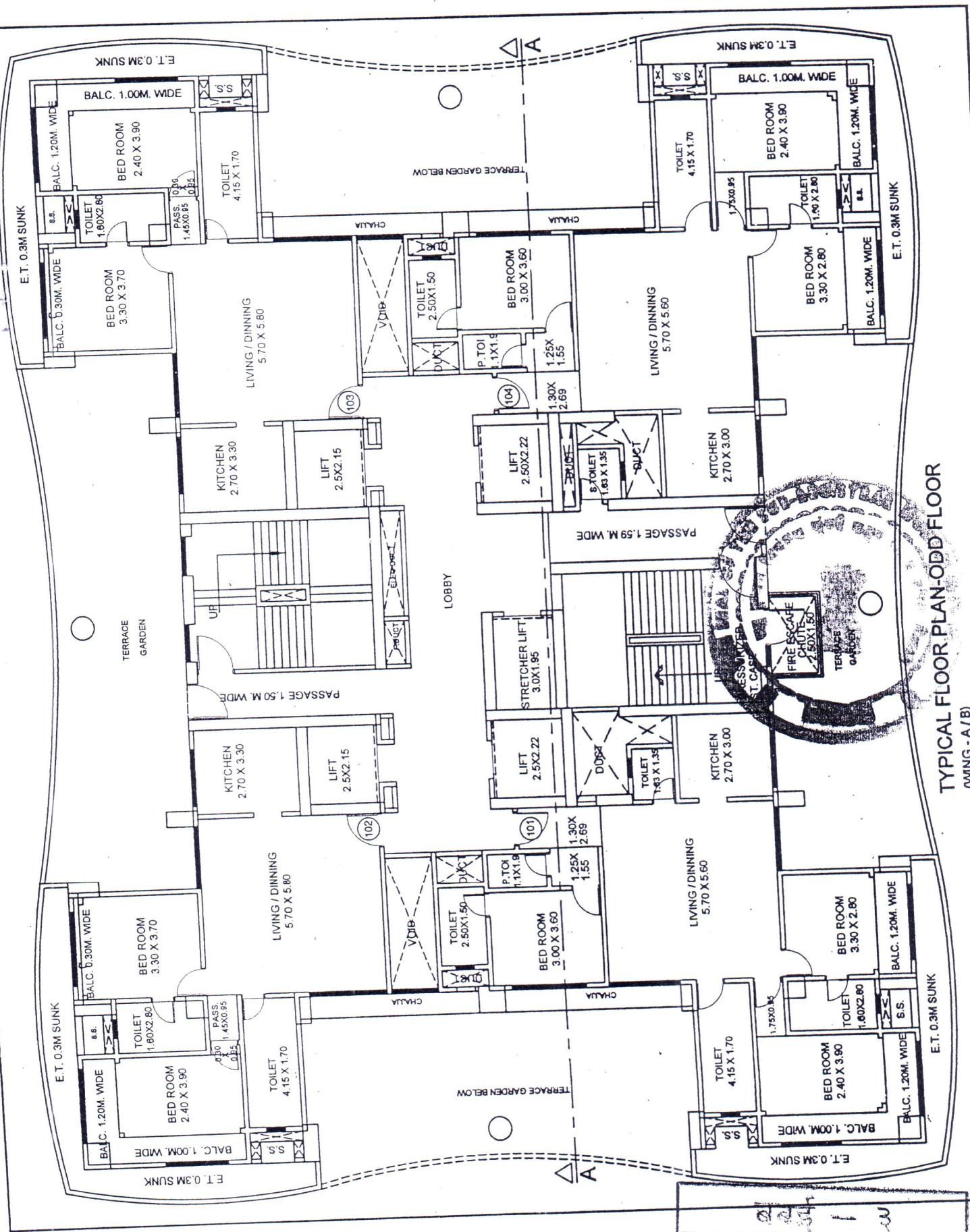
Annexure - 'F'

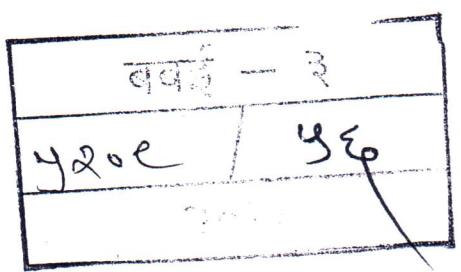




ब्राह्म - ३	
4202	/ 48
2023	

Annexure - 'F'





आयकर विभाग
INCOME TAX DEPARTMENT
HALL & ANDERSON LIMITED

भारत सरकार
GOVT. OF INDIA

HALL & ANDERSON LIMITED

四
卷之三

Q8/11/1946

Permanent Account Number

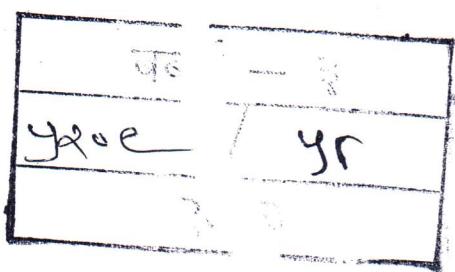
AABCH2862H

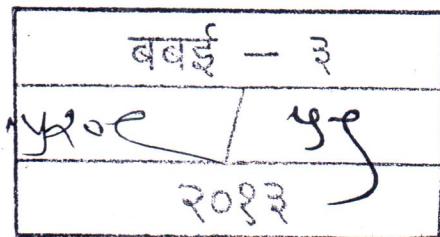
OK02B00

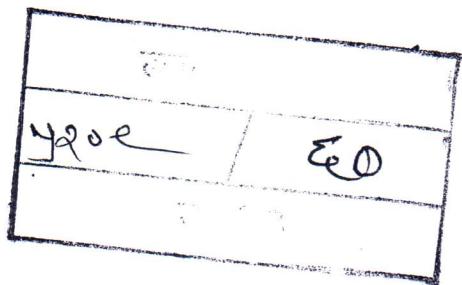
इन्हें गुरु के खोए / पाने पर कृपण रुदित करे / लोटा
 आपकर मैं सेवा इसाई, एं प्राप्त ठी ऐ
 तीमार-कूल-सत्त्वार धूरत्
 शनर टोलफन इस्स्पैच के नवदीक
 रानेट् उना = 411 045



बघड़ - ३
५२-८ / ५४
२०४३







HALL & ANDERSON LIMITED

31, Chowringhee Road, Kolkata - 700 016

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS AT THEIR MEETING HELD ON SATURDAY, THE 1ST DAY OF SEPTEMBER, 2012 AT THE REGISTERED OFFICE OF THE COMPANY

"RESOLVED THAT the Company being a partner in "M/s Lotus Enterprises" authorises Mr. Kamlesh Mehta, Director of the Company to do all the acts, deeds, actions and things as may be necessary in the capacity of Authorised Representative of the Company for the development, sale, lease, negotiations, etc and also to find buyers, negotiate, settle, fix price, dealings with and disposal of the property or assets in the property bearing C. S. No. 1/445 of Lower Parel division, situate and lying at Shankarrao Naram Marg, Lower Parel, Mumbai – 400 013 developing in the name of "LOTUS RESIDENCY".

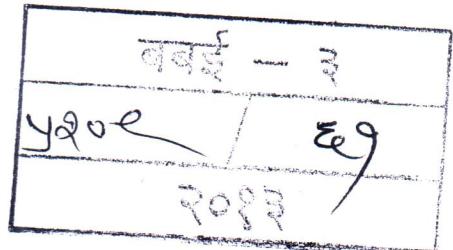
RESOLVED FURTHER THAT the Company also being a "Confirming Party" in the development of the said property described earlier do and by hereby authorises Mr. Kamlesh Mehta and Mr. Kashinath Parbate, the Directors of the Company and Mr. Vikas Mehta to execute the Agreement for Sale, Lease and License Agreement of the Partnership Firm "M/s Lotus Enterprises" on behalf of the Company in the capacity of the Partner and / or in the capacity of the "Confirming Party" before Sub-Registrar of Assurances and other competent authorities as may be required.

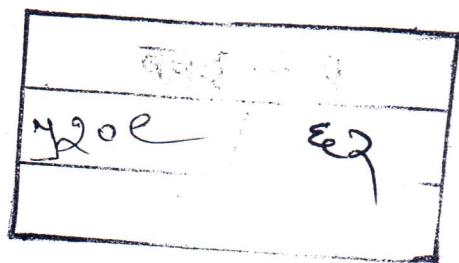
CERTIFIED TRUE COPY

[Signature]
Kamlesh Mehta
For Hall & Anderson Limited



Place: Mumbai
Dated: 5th September, 2012





पावती क्र.

३९ म. नोंदणी Regn. 39 m.

नोंदणी ३९ म.
Regn. 39 m.

दस्तऐवजाचा/अर्जाचा अनुक्रमांक

दिनांक ७।७.१०३ सन् २०

दस्तऐवजाचा प्रकार-

सादर करणाराचे नाव-

खालीलप्रमाणे फी पिलाली:-

सत्राण का नोंदणी की

नक्कल फी (फोलिओ

२५८

नकला किंवा जापने (कलम ६५ वे ६१)

प्रिया विष्वा शापन
शोध किंवा दिगी

शाधि किवा निराक्षण
दंड-कलम ३। अन्तर्मे

ੴ—ਕਲਮ ੨੫ ਅਨੁਧਾ

कलम ३४ अन्वय

इति शुभा (मायाल मन्त्रवाचन) अस्ति ते

दस्तऐवज

COLOUR XEROX

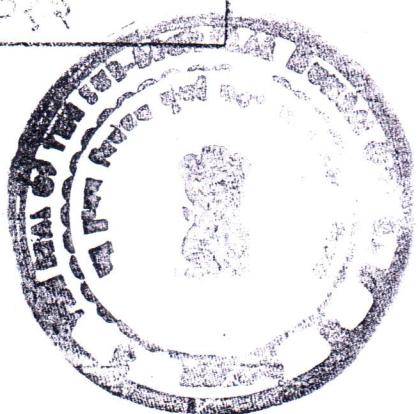
दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या नावे नोंदणीकृत डाकेने पाठवावा.
हवाली करावा.

DELIVERED

PHOTOCOPY



वर्ष - ३
४२०८ ६६८
२०१९





General Manager, State Bank of India

Date

U.S.V.N.O.

25 NOV 2003

दिनांक 29 NOV 2003

Shri. P. N. Chichghare
Deputy Officer

205

प्रमाणित
निम्नांकित
विकल्परो. ज्योति प्र. दुआ^१
६, कोल्हापुर लाई नं - ३ वाघडेवे पेशेकर मार्ग
दाटा १२ वाघडेवे १२कामलेश च. चीसुलजी
महाराष्ट्र राज्य लालाPOWER OF ATTORNEY

TO ALL TO WHOM THESE SHALL COME I KAMLESH CHHEESULALJI MEHIA of Mumbai inhabitant residing at 801, Vinayak Aangar, Prabhadevi Road, Near Dutt Mandir, Prabhadevi, Mumbai 400 025 SEND GREETINGS:

WHEREAS

1. I am Director in several Joint Stock Companies as also the Partner in Several Partnership Firm.
2. In course of my discharge of duties/authorities as Director and/or partner of such Joint Stock Companies and/or partnership firm as also in my individual capacity have to execute Agreement for Sale of Flats/Units as also agreement to Lease and other documents relating to immovable properties which required under the provisions of the Indian Registration Act, 1961.
3. Being personally unable to attend the Sub-Registrar and have admitted execution of such documents, I am desirous of appointing some individual person as my true and lawful attorney of admitting execution by me of such document.

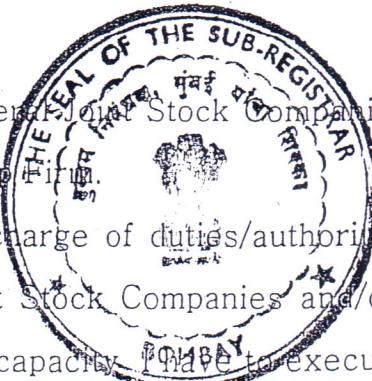
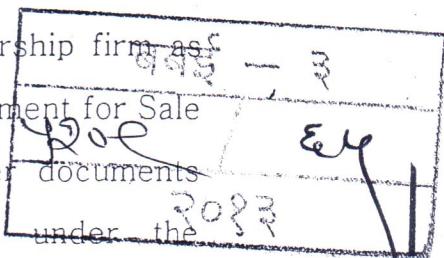
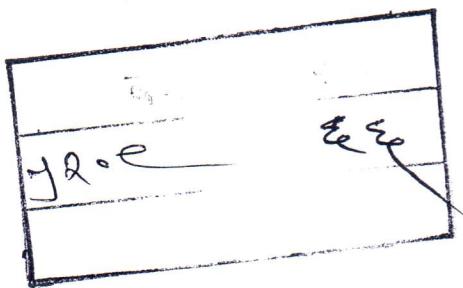


PHOTO COPY

PHOTO COPY



K.C.





पुस्तकालय ६२/०३

काम सुखत्याकानामा आज तारीख ७/१२/०३ दोजी
 श्री...मानकरा...दीरु कलंगी प्रह्लादी-३५ वर्षा. दिवा
 १) ८०/१८०/२८/८० दीरु कलंगी, उत्तर प्रान्ती रोड, मानकरा क्षेत्र
 हांनी माझा लंबले मार्गात तारीख ७/१२/०३ व त्वाच्या
 मोळखीचिंदी १) दीरु कलंगी लो. नांदवा २) ४०८/२८/८० दीरु कलंगी
 ३) दीरु कलंगी लो. नांदवा ३२ ५२/५७ जाणा लोगो दाखी क्षेत्र ५३३
 हांनी माझी खाची प्रक्रिया
 सधिग्रामाणत फी र २५) मिळाई
 तारीख: ७/१२/०३

PHOTO COPY

(1) *Kamal*
 (2) *Sankar*

सह दुस्यम निवंधक
 मुंबई शहर क. २.

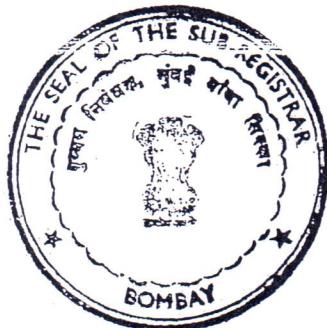
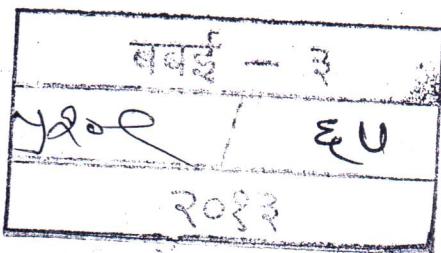
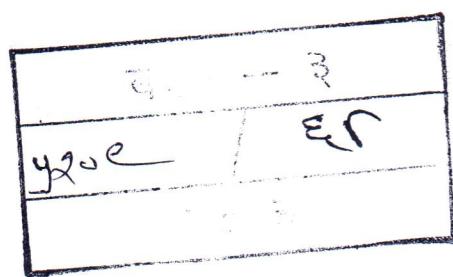


PHOTO COPY





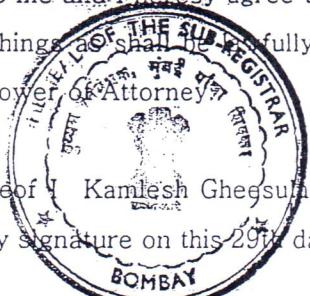
NOW KNOW YE AND THESE PRESENTS WITNESSETH THAT I Kamlesh Gheesulalji Mehta do hereby nominate constitute and appoint (1) Mahendra Pannalal Rawal and (2) Kashinath Sakharam Parbate (Jointly or Severally) to be my true and lawful Attorney (herein referred to as "the attorneys") for me and in my name and on my behalf (in my personal capacity as also in my capacity as the Director of Joint Stock Companies as also the partner of concerned partnership firms) to appear before the Sub-Registrar of Assurances at Mumbai, Bandra and other basis and to lodge for registration documents as shall have been executed by me in any of my aforesaid capacity and to admit execution of such document in my behalf.

PHOTO COPY

AND GENERALLY TO DO all such acts, deeds matters and things as shall be deemed necessary and expedient by the said provisions for the purpose of getting such documents registered in so far as the same shall be related to me and I hereby agree to ratify and confirm all such acts, deeds and things ~~as shall be~~ fully be done by the Attorneys pursuant to this Power of Attorney.

In Witness whereof I Kamlesh Gheesulalji Mehta have hereunto set and subscribed my signature on this 29th day of November 2003.

Signed and Delivered by the
within named
Kamlesh Gheesulalji Mehta
In the presence of)

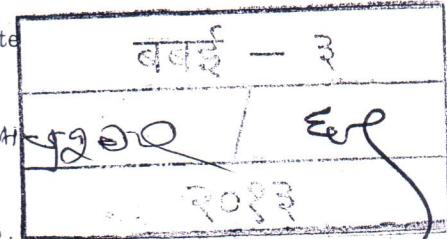


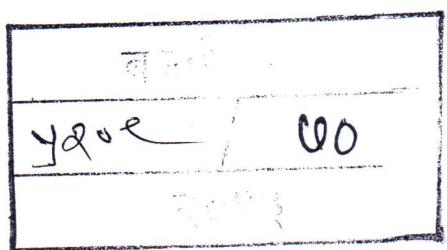
Signature of Mahendra Rawal

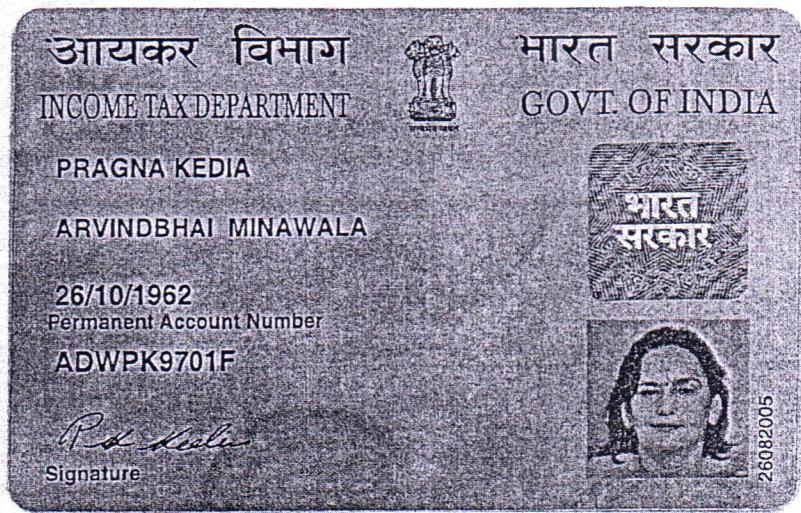


Signature of Kashinath Parbate

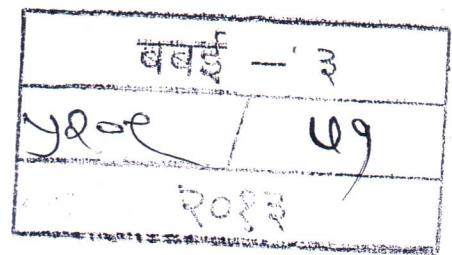
- WITNESS :-
- ① SANJAY B. DADHAI
14/1 R.A. QTR. COLABA DANDI, R.C. CHURCH, MUMBAI
- ② V. S. NARUERKAR
32 ABHUVDAYA NACAR, KALACHOWKI, MUMBAI - 33.

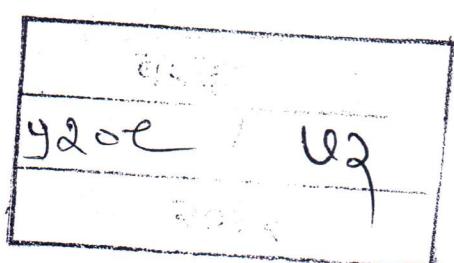






P.K.Kel





घोषणापत्र

मी, कांकिनी घरकल याद्वारे घोषित करती मी, महादुर्घास निवास

कुंड्रुक्लरुद्धारकाचे कार्यालयात उचित

शिर्षकनाचा दम्त नोंदवाऱ्याठी सादर वरप्रयात आला आहे

कांकिनी घरकल कुंड्रुक्लरुद्धारकाचे यांती दिनांक

०३/२२/०३ गेजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, महादुर्घास नोंदवाऱ्याठी

सादर केला आहे निष्पादीत कर्कन कवुलीजवाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार

यांती कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यवर्तीपैकी कोणीही

मायत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दवातल उभ्येलेले नाही

महादुर्घास कुलमुखत्यारपत्र पूर्णपणे वेद अमृत उपग्रहत कृती करण्याम मी पुर्णतः मक्षम आहे. महादुर्घास

कथन चुकीचे आढळून आल्याम नोंदवाऱ्याठी अधिनियम १९०८ चे कलम

राहीन याची मला जाणीव आहे.



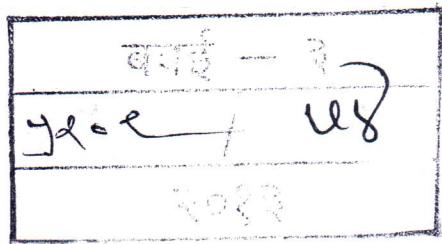
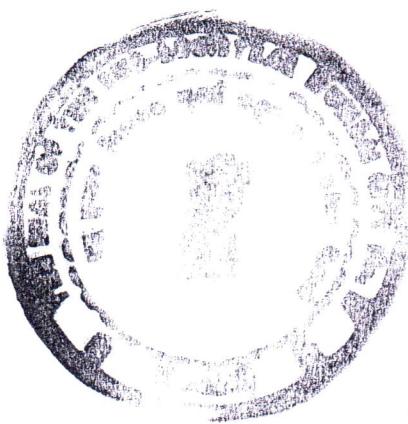
दिनांक - / / २०९

K. S. Patil

कुलमुखत्यारपत्रधारकाचे नांव व संही

बंगलूरु - ३	
१९०८	१६३
२०३३	

CS 475



शुक्रवार, 25 ऑक्टोबर 2013 4:40 म.नं.

दस्त गोपवारा भाग-1

बबई3

दस्त क्रमांक: 5209/2013

८४

दस्त क्रमांक: बबई3 /5209/2013

बाजार मुल्य: रु. 2,88,50,000/- मोबदला: रु. 3,05,00,000/-

भरलेले मुद्रांक शुल्क: रु. 15,25,000/-

द. नि. सह. दु. नि. बबई3 यांचे कार्यालयात

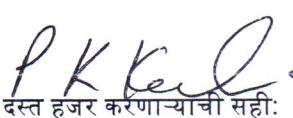
पावती: 6208

पावती दिनांक: 25/10/2013

अ. क्र. 5209 वर दि. 25-10-2013

सादरकरणाराचे नाव: प्रग्ना किर्ती केडिया

रोजी 4:36 म.नं. वा. हजर केला.



दस्त हजर करणाऱ्याची सही:

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1540.00

डाटा एन्ट्री

रु. 20.00

पृष्ठांची संख्या: 77

एकुण: 31560.00



सह दुर्घम निबंधक, मुंबई-3



सह दुर्घम निबंधक, मुंबई-3

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हदीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हदीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्र. 1 25 / 10 / 2013 04 : 36 : 58 PM ची वेळ: (सादरीकरण)

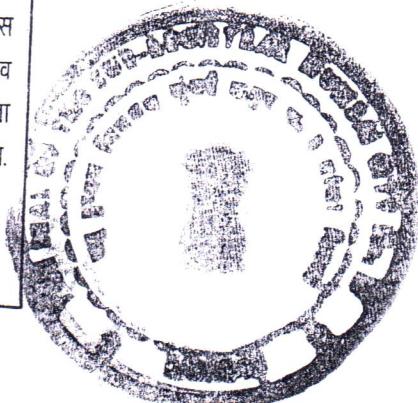
शिक्का क्र. 2 25 / 10 / 2013 04 : 37 : 18 PM ची वेळ: (फी)

प्रतिज्ञापत्र

*सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. * दस्तावील स्पूर्ण नजदीक, निषादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सल्लाह तपासल्ली आहे. * दस्तावी सत्यता, वैधता कायदेशीर वाबीसाठी दस्त निषादक य कानूनीभाऱक हे संपूर्णपणे जवाबदार राहतील.

लिहून देणारे:

लिहून धेणारे:





25/10/2013 4:42:09 PM

दस्त गोषवारा भाग-2

बबई3

VE

दस्त क्रमांक:5209/2013

दस्त क्रमांक :बबई3 /5209/2013

दस्ताचा प्रकार :-करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव:प्रग्ना किर्ति केडिया

पत्ता:प्लॉट नं: 30/ई, माळा नं: 6 वा मजला, इमारतीचे नाव: विश्वशांती, ब्लॉक नं: आझाद रोड, रोड नं: जुहु कोलीवाडा मुंबई , महाराष्ट्र मुम्बई.

पैन नंबर:ADWPK9701F

PK Kel

पक्षकाराचा प्रकार

लिहून घेणार

वय :-51

स्वाक्षरी:-

छायाचित्र



2 नाव:लोटस इंटरप्राइजेस चे भागीदार कमलेश मेहता

तर्फ मुख्यार काशिनाथ परबते

पत्ता:प्लॉट नं: 216, माळा नं: -, इमारतीचे नाव: ताडदेव एअर कंडीशन मार्केट, ब्लॉक नं: ताडदेव , रोड नं: मुं, महाराष्ट्र, मुम्बई.

पैन नंबर:AADFL7079F

लिहून देणार

वय :-54

स्वाक्षरी:-

KSPubale



3 नाव:हॉल अँन्ड अँडरसन लि चे संचालक कमलेश

मेहता तर्फ मुख्यार काशिनाथ परबते (मान्यता देणारे)

पत्ता:प्लॉट नं: 216, माळा नं: -, इमारतीचे नाव: ताडदेव एअर कंडीशन मार्केट, ब्लॉक नं: ताडदेव , रोड नं: मुं, .

पैन नंबर:AABCH2862H

मान्यता देणार

वय :-54

स्वाक्षरी:-

KSPubale



वरील दस्तऐवज करून देणारा कथेत करारनामा चा दस्तऐवज करून दिल्याचे कबुल करतात.

शिक्का क्र.3 ची वेळ:25 / 10 / 2013 04 : 38 : 15 PM

ओळख:-

खालील इसम असे निवेदीत करारनामा की ते दस्तऐवज करून देणारा व्यक्तिश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव:प्रशांत विष्णु खेडेकर

वय:37

पत्ता:श्री गणेश नगर लालबाग मुं

पिन कोड:400012

Chandekar
स्वाक्षरी

छायाचित्र



2 नाव:निलेश कचरु शिखरे

वय:28

पत्ता:श्री गणेश नगर लालबाग मुं

पिन कोड:400012

Minal
स्वाक्षरी



शिक्का क्र.4 ची वेळ:25 / 10 / 2013 04 : 38 : 43 PM

Summary-2(दस्त गोषवारा भाग - २)



25/10/2013 4 42:09 PM

दस्त गोषवारा भाग-2

बबई3
दस्त क्रमांक:5209/2013

66

दस्त क्रमांक :बबई3 /5209/2013

दस्ताचा प्रकार :-करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव:प्रग्ना किर्ति केडिया
पत्ता:प्लॉट नं: 30/ई, माळा नं: 6 वा मजला,
इमारतीचे नाव: विश्वशांति, ब्लॉक नं: आझाद रोड,
रोड नं: जुहु कोलीवाडा मुंबई , महाराष्ट्र मुम्बई.
पैन नंबर:ADWPK9701F

2 नाव:लोटस इंटरप्राइजेस चे भागीदार कमलेश मेहता
तर्फ मुख्यार काशिनाथ परबते
पत्ता:प्लॉट नं: 216, माळा नं: -, इमारतीचे नाव:
ताडदेव एअर कंडीशन मार्केट, ब्लॉक नं: ताडदेव , रोड
नं: मुं, महाराष्ट्र, मुम्बई.
पैन नंबर:AADFL7079F

3 नाव:हॉल अँन्ड अँडरसन लि चे संचालक कमलेश
मेहता तर्फ मुख्यार काशिनाथ परबते (मान्यता
देणारे)
पत्ता:प्लॉट नं: 216, माळा नं: -, इमारतीचे नाव:
ताडदेव एअर कंडीशन मार्केट, ब्लॉक नं: ताडदेव , रोड
नं: मुं, .
पैन नंबर:AABCH2862H

पक्षकाराचा प्रकार

लिहून घेणार
वय :-51
स्वाक्षरी:-

छायाचित्र



1

लिहून देणार

वय :-54
स्वाक्षरी:-



2

मान्यता देणार

वय :-54
स्वाक्षरी:-



3

KSPubale

मान्यता देणार

वय :-54
स्वाक्षरी:-

वरील दस्तऐवज करून देणा संकेतकीत करारनामा चा दस्तऐवज करून दिल्याचे कबुल करतात.

शिक्का क्र.3 ची वेळ:25 / 10 / 2013 04 : 38 : 15 PM

ओळख:-

खालील इसम असे निवेदीत करारनामा की ते दस्तऐवज करून देणा याचा व्यक्तिश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव:प्रशांत विष्णु खेडेकर
वय:37
पत्ता:श्री गणेश नगर लालबाग मुं
पिन कोड:400012

छायाचित्र



2

स्वाक्षरी

नाव:निलेश कचरु शिखरे

वय:28
पत्ता:श्री गणेश नगर लालबाग मुं
पिन कोड:400012



शिक्का क्र.4 ची वेळ:25 / 10 / 2013 04 : 38 : 43 PM