Wednesday, February 02, 2005

11:59:39 AM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 953

गावाचे नाव जुहू

दिनांक 02/02/2005

दस्तऐवजाचा अनुक्रमांक वदर4 - 00954 - 2005

दस्ता ऐवजाचा प्रकार मान्यता पत्र

सादर करणाराचे नाव:प्रज्ञा किरीट केडीया - -

नोंदणी फी	:-	5500.00
नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (35)	:-	700.00
एकूण	रु.	6200.00

आपणास हा दस्त अंदाजे 12:14PM ह्या वेळेस मिळेल

दुय्यम निंबधक
अंधेरी 2 (अंधेरी)

बाजार मुल्य: 550000 रु. मोबदला: 550000रु.
भरलेले मुद्रांक शुल्क: 11750 रु.

सह. दुय्यम निबंधक अंधेरी-२,
मुंबई उपनगर जिल्हा.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;
बँकेचे नाव व पत्ता: बँन्क ऑफ इंडीया;
डीडी/धनाकर्ष क्रमांक: 016158; रक्कम: 5500 रु.; दिनांक: 01/02/2005

50 Rs.

पचास रुपये

FIFTY RUPEES

INDIA

50RS

General Stamp Office (Mumbai)
Date.....
L.S.T. No.....

30 OCT 2004

207

Proper Officer

सोनिया स्टेशनरी मार्ट, ताड़देव
१४४, एम. जी. रोड, एसप्लानेड चेंबर्स, काळा घोडा
मुंबई-२३., फोन : 2287 5755

परवानाधारक मुद्रांक विक्रेता
परवाना क्रमांक नं. २०७

- 9 NOV 2004

12173 दिनांक.....
M/s/Mrs/Mr. Nitin Castings Ltd
यांना न्यायालय मुद्रांक पेपर विकला

परवानाधारक मुद्रांक विक्रेता

THE SUB REGISTRAR AND TEHSILDAR

DEED OF CONFIRMATION / DECLARATION

THIS DEED OF CONFIRMATION / DECLARATION is made and entered into at Mumbai on this 9th day of January 2005 between M/s. Nitin Castings Ltd. a company incorporated under the Companies Act, 1956 and having its Registered Office at 84, Mittal Tower "A" Wing, Nariman Point, Mumbai – 400 021, hereinafter called "The Promoters" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the One Part and (1) Mrs. Pragna Kirti Kedia of Mumbai Indian inhabitants residing at Flat No. 601, Vishwa Shanti, Plot No. 30-E, Azad Road, Juhu Koliwada, Mumbai – 400 049, hereinafter called "The Tenant Purchaser" (which expression shall unless it be repugnant to the context of meaning thereof mean and include their respective heirs, executors, administrators and permitted assigns of the other Part; hereby record, confirm and declare as follows;

WHEREAS as per the Agreement to sale dated 12th day of April, 2004 between The Promoter and the Tenant Purchaser the Promoter has converted the tenancy rights into ownership rights of Flat No. 601, Vishwa Shanti Plot No. 30-E, Azad Road, Juhu Koliwada, Mumbai – 400 049 and more particularly described in the First Schedule hereunder written to the Tenant Purchaser.

पावती
दिनांक 19
२००५

50 Rs.

पचास रुपये

सत्यमेव जयते

FIRST INDIA

FIFTY RUPEES

50RS

General Stamp Office, Mumbai
Date 30 OCT 2004
L.S.V. No. 2897

Proper Officer

१४४, एम. जी. रोड, एस्प्लानेड चेम्बर्स, फोर्ट मुंबई-२३., फोन : 2287 5755
परवानाधारक मुद्रांक विक्रेता
परवाना क्रमांक ११. २०७

12174 क्रमांक ..... दिनांक ..... 9 NOV 2004

M/s/Mrs/Mr. Nitin Castings LLP

यांना न्यायालय मुद्रांक पेपर विकला

परवानाधारक मुद्रांक विक्रेता

WHEREAS the Tenant Purchaser has purchased the said premises along with ownership rights for a consideration of Rs. 5,50,000/- (Rupees Five Lacs Fifty Thousand Only)

AND WHEREAS after the execution of the hereinbefore recited Agreement to sale between the Promoter and Tenant Purchaser, the same remained to be lodged for registration within the time prescribed in law through inadvertence of the Parties; AND WHEREAS it is necessary to confirm the contents of the said agreement;

AND WHEREAS now the Promoter and the Tenant Purchaser record declare and confirm that after the execution of the said agreement for sale dated 12th day of April 2004 neither the Promoter nor the Tenant Purchaser appeared before the Sub Registrar of Assurances to register the said agreement for Sale dated 12th day of April, 2004.

NOW the parties states, confirms and declares that they are now desirous to present the said Agreement for Sale dated 12th day of April, 2004.

THE SEAL OF THE SUB REGISTRAR ANDHERI No. 2 MUMBAI SUBURBAN DIST. (MAHARAS)

बदर-४/
९५४ / 2
२००५

NOW THIS INDENTURE WITNESSETH AS UNDER:

1. The Promoter and the Tenant Purchaser both hereby ratify and confirm the said Agreement for Sale dated 12th day of April, 2004 and accept the terms and conditions set out therein as binding and in full force and the Tenant Purchaser hereby agrees to abide by the same and every part thereof and if the same has been incorporated herein. The said Agreement for Sale is hereto annexed.

2. The Promoter further confirms that hereinbefore-recited Agreement for Sale shall continue to be in full force and shall operate and take effect and binding upon the Promoter hereto and thereto in the same manner and in all respects.

THE FIRST SHEDULE ABOVE REFERRED TO;

ALL THAT Flat No. 601 on the Sixth Floor of the building Vishwa Shanti admeasuring 1377 Sq. Ft. carpet area and all rights to terrace and one sixth open parking space.

Signed and Delivered by the	}	For Nitin Castings Ltd.
Withinnamed Promoters Messrs Nitin	}	
Castings Limited by the hand of its	}	
Authorised signatory in the presence of	}	(Director.)

Signed and Delivered by the withinnamed Tenant Purchasers	} }	
1. Mrs. Pragna Kirti Kedia In presence of.....	} }	

THE SEAL OF THE SUB REGISTRAR ANDHERI No.-2 MUMBAI SUBURBAN DIST. (MAHARASHTRA)

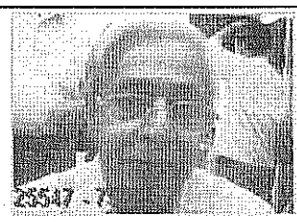
बदर-४/
ey 13
२००५

वदर4
दस्त क्र 954/2005

02/02/2005 दुय्यम निबंधकः
12:00:35 pm अंधेरी 2 (अंधेरी)

दस्त गोषवारा भाग-1

दस्त क्रमांक : 954/2005
दस्ताचा प्रकार : मान्यता पत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नावः प्रज्ञा कितीर्व कडीया - - पत्ता: घर/फ्लॅट नं: 601 गल्ली/रस्ता: - ईमारतीचे नावः विश्वशांती ईमारत नं: - पेठ/वसाहत: - शहर/गाव:- तालुका: जुहू पिन: 49 पॅन नम्बर: -	लिहून घेणार वय 41 सही		
2	नावः मे नितीन कार्स्टींग लि चे संचालक टी आर व्ही कोच्चपन्न - - पत्ता: घर/फ्लॅट नं: 84 गल्ली/रस्ता: - ईमारतीचे नावः मित्तल टॉवर ईमारत नं: - पेठ/वसाहत: - शहर/गाव:- तालुका: नरीमन पॉईन्ट पिन:	लिहून देणार वय 61 सही		

THE SEAL OF THE SUB REGISTRAR ANDHERI No -2 MUMBAI SUBURBAN DIST. (BANDRA)

वदर-४/
९५४ | ४
२००५

दस्त गोषवारा भाग - 2

वदर4
दस्त क्रमांक (954/2005)

दस्त क्र. [वदर4-954-2005] चा गोषवारा
बाजार मुल्य :550000 मोबदला 550000 भरलेले मुद्रांक शुल्क : 11750

दस्त हजर केल्याचा दिनांक :02/02/2005 11:55 AM
निष्पादनाचा दिनांक : 09/01/2005
दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :25) मान्यता पत्र
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 02/02/2005 11:55 AM
शिक्का क्र. 2 ची वेळ : (फ़ी) 02/02/2005 11:59 AM
शिक्का क्र. 3 ची वेळ : (कबुली) 02/02/2005 12:00 PM
शिक्का क्र. 4 ची वेळ : (ओळख) 02/02/2005 12:00 PM

दस्त नोंद केल्याचा दिनांक : 02/02/2005 12:00 PM

पावती क्र.:953 दिनांक:02/02/2005
पावतीचे वर्णन
नांव: प्रज्ञा किरीट केडीया - -

5500 :नोंदणी फी
700 :नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी

6200: एकूण

दु. निबंधकाची सही, अंधेरी 2 (अंधेरी)

ओळख :
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळ्खतात, व त्यांची ओळख पटवितात.
1) अनिल साळवी - - ,घर/फ़्लॅट नं: -
गल्ली/रस्ता: -
ईमारतीचे नावः सागर विहार
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव:-
तालुका: कांदीवली प
पिन: 67
2) उदय वायडा - - ,घर/फ़्लॅट नं: वरीलप्रमाणे
गल्ली/रस्ता: -
ईमारतीचे नावः -
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -

वदर-४/
९५४/५
२००५

प्रमाणित करणेत येते की, या
दस्तामध्ये एकूण ३७ पाने आहेत.

सह. दुय्यम निबंधक अंधेरी क्र. २,
मुंबई उपनगर जिल्हा.

दु. निबंधकाची सही
अंधेरी 2 (अंधेरी)

सहपत्र नोंदणीत आले नाही.
वदर-४/ ९५४/२००५ वर
पृष्ठाक्रमांक १, क्रमांक
नोंदवा.
दिनांक: २१२१०५
सह दुय्यम निबंधक, अंधेरी-२,
मुंबई उपनगर जिल्हा.

THE SEAL OF THE SUB REGISTRAR ANDHERI No. 2 MUMBAI SUBURBAN DIST. (BANDRA)

100Rs.

INDIA NON JUDICIAL

१०० रु. Rs 100

सत्यमेव जयते

भारत

एक सौ रुपये ONE HUNDRED RUPEES

316

24 MAR 2004

Nitin Castings Ltd.

100/-

सहपत्र नों. प्राप्त झाले नाही.

THE SEAL OF THE SUB REGISTRAR ANDHERI No-2 MUMBAI SUBURBAN DIST.

THIS AGREEMENT is made at Mumbai this 12th day of April 2004 between ***NITIN CASTINGS LIMITED***, a Company incorporated under the Companies Act, I of 1956 and having its Registered Office at Eastern Express Highway, Panchpakhadi, Thane (West) 400 601 and having its Mumbai Office at 84, Mittal Tower, A Wing, Nariman Point, Mumbai 400 021, hereinafter called "***the PROMOTERS***" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the ***One Part*** and ***MRS. PRAGNA KIRTI KEDIA***, of Mumbai, Indian inhabitant, residing at Flat No.601, Vishwashanti, Plot No. 30-E, Azad Road, Juhu Koliwada, Juhu, Mumbai 400 049, hereinafter called "***the TENANT-PURCHASER***" (which expression shall unless it be repugnant to the context of meaning thereof mean and include her heirs executors administrators and permitted assigns) of the ***Other Part:***:

P. K. Kedia

बदर-अ

M.M.

Office of the DIG (R) &
Collector of stamps, Mumbai
Abhay Yojna case No N-4833/2004

Received from Shri/M/s. PRASNA K. KEDIA
stamp duty of Rs. (11750/-) in words Rs. Eleven thousand seven hundred fifty only
& penalty Rs. (1000/-) in words Rs one thousand only
Vide challan/D.D. No. 017986 & 017987 Date 29/10/04

Certified under section [illegible] of the Bombay Stamp Act 1958
that the full duty of Rs (11750/-) in words
Rs. Eleven thousand seven hundred fifty only
with which this instrument is chargeable has been paid vide
article No..... of schedule I.
This certificate is subject to the provision of section 53 (A) of
B. S. Act. 1958

Place Mumbai
Date..... Dy Inspector General of Registration &
Collector of stamps, Mumbai

DY. INSPECTOR GEN... MUM...

THE SEAL OF THE SUB REGISTRAR ANDHERI MUMBAI SUBURBAN DISTRICT

बुक-81/6

***WHEREAS*:**

1. Prior to 28th February 1980, one Mrs. Veena Malhotra was the owner of land bearing CTS No.1066 of Juhu Village, Plot 30-E of TPS II, Taluka Andheri, admeasuring 2,239 sq.mtrs. and more particularly described in the ***First Schedule*** hereunder written (which property is shown bounded by ***red*** coloured lines on the plan annexed hereto and marked ***Annexure "I"*** and is hereinafter referred to as "***the said larger property***"),

2. On or about 3rd April 1979, the said Mrs. Veena Malhotra converted a portion admeasuring approximately 1,000 sq.yds. of the said larger property shown bounded by green coloured boundary lines on the plan annexed hereto and more particularly described in the ***Second Schedule*** hereunder written as a stock-in-trade of her business of development of the said property, and was as from that date carrying on the business of development of the said property (the said portion admeasuring 1,000 sq.yds. is designated Plot B and the remaining portion of the said larger property is designated Plot A and is referred to hereinafter as such),

3. Pursuant to her such intention to carry on business, and in the course of the said business, the said Mrs. Veena Malhotra applied for sanction under the Urban Land (Ceiling & Regulation) Act, 1976 to the Additional Collector and Competent Authority (U.L.C), Greater Bombay, who by his letter dated 31st October 1979 agreed in principle to give permission under Section 22 of the said Act to the said Mrs. Veena Malhotra for redevelopment, inter alia, of the said Plot B on the terms and conditions therein set out,

बदर-४/
२००५

4. By an Order dated 9th January 1980, the Government of Maharashtra exempted the excess vacant portion admeasuring 516.95 sq.mtrs. of the said larger property on the terms and conditions therein stipulated,

5. The said Mrs. Veena Malhotra, being in need of finance for the purpose of developing the said larger property, along with certain other persons constituted a partnership firm called ***Aditya Constructions*** (which firm is hereinafter referred to as "***the said firm***"), and thereupon introduced the benefit of the said Plot B, more particularly described in the ***Second Schedule*** hereunder written, into the said firm as part of her capital contribution,

6. Disputes and differences having arisen between the said Mrs. Veena D. Malhotra on the one hand and one Vishwanath P. Kedia & Anr. On the other (being the other partners of the said firm) the said Mrs. Veena Malhotra filed Suit No.663 of 1982 in the Hon'ble Bombay High Court against the said Vishwanath P. Kedia & Anr. seeking the several reliefs as set out in the Plaint in the said suit,

7. The parties to the said suit however thereafter settled their inter se disputes, and on an application made in that behalf, the Hon'ble Bombay High Court was pleased, on 21st May 1982, to pass a decree in terms of the Consent Terms signed between the parties; in terms of the said decree, inter alia –

a. in consideration of the amounts therein specified as to be paid by the remaining partners of the said firm to the said Mrs. Veena Malhotra, the said Mrs. Veena Malhotra was declared to have retired from the said firm,

b. the said Mrs. Veena Malhotra agreed and confirmed, and the Hon'ble Court thereupon accordingly declared, that Plot B more particularly described in the ***Second Schedule*** hereunder written together with the benefit of the NOC issued by the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 to the extent of redeveloping the said Plot B were and are the assets of the said firm with effect from 28th February 1980, and that the said Plot B was of the ownership of the said firm, and under its possession since 28th February 1980, and that the said Mrs. Veena Malhotra ceased to be the owner of or in possession of the said Plot B with effect from 28th February 1980, and further that in any event she confirmed the same and also transferred conveyed released assigned and assured the said Plot B unto the said firm,

c. the said Mrs. Veena Malhotra also covenanted to produce various documents listed as an Annexure to the said Consent Terms in the usual form,

8. The said firm, having become entitled to the said Plot B in the circumstances set out hereinabove, by an Agreement to Lease dated 10th March 1983 agreed to grant and demise the said Plot B to the Promoters herein for the term of 999 years commencing from 15th July 1982, subject to payment of an annual rent of Rs.24,000/- (Rupees twenty four thousand only), and observance and performance of the covenants and conditions hereinafter set forth and recorded; the said Lease further provided that the Lessee would be entitled, at any time within 15 years of the grant of the demise to pay a capitalized sum of Rs.13,00,000/- (Rupees thirteen lacs only) to the said firm, and thereupon the rent payable to the said firm would stand commutted to a nominal sum of Re.1/- only, payable, if demanded,

बंदर-8/
एच 180
2003

9. The Promoters had after obtaining possession of the said Plot-B from the said firm got building plans sanctioned from the Municipal Corporation of Greater Mumbai and constructed on the said Plot B a building of stilt and six upper floors called ***VISHWA SHANTI***,

10. The said firm permitted various persons to occupy the various premises in the said building on monthly tenancy basis,

11. The Tenant-Purchaser herein is the monthly tenant of the Promoters in respect of Flats No.601 on the Sixth Floor of the said building ***VISHWA SHANTI*** paying therefor a rent of Rs.2,400/- (Rupees two thousand four hundred only) per month (inclusive of taxes and outgoings and proportionate share of maintenance charges payable in respect of the said property),

12. The tenant in the said building has negotiated with the Promoters and requested the Promoters to sell to them the 'ownership' rights of her premises, and the Promoters have agreed to the same for the consideration and on the terms and conditions hereinafter set forth and recorded with the intention ultimately that the acquirers of the 'ownership' rights in the said building jointly would either form themselves into a Co-operative Society, in the alternative, promote a Company, and the Promoters would obtain a lease of the said Plot-B from the said firm directly in favour of such Society or Company (in which event the Promoters would join such instrument and transfer and convey their rights in the said building to and in favour of such Society or Company), or as a further alternative the Promoters would submit the property to the provisions of the Maharashtra Apartments Ownership Act, 1970, and file the prescribed declaration contemplated under Section 2 of the said Act, and thereupon execute in

पावती-४/
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favour of the acquirers of 'ownership' rights in the said building individual Deeds of Apartment in respect of the rights acquired by her,

13. The Tenant-Purchaser so as to bind all persons claiming by under or through her covenants with the Promoters that after she takes possession of the said premises, she shall hold the same, unless agreed to by all the acquirers of premises in the said building, on and subject to the terms conditions and restrictions set forth in the ***Fourth Schedule*** hereunder written.

14. The Tenant-Purchaser have in the said premises and subject to the aforesaid, agreed to acquire the 'ownership' rights in respect of the said Flat No.601 on the Sixth Floor of the building ***VISHWA SHANTI*** as hereinafter mentioned for the consideration and on the terms and conditions hereinafter set forth and recorded.

NOW THIS AGREEMENT WITNESSETH and the parties hereto agree as follows:

1. The Promoters shall sell to the Tenant-Purchaserss, and the Tenant-Purchaserss shall purchase and acquire from the Promoters the `ownership' rights in respect of Flat No.601 on the Sixth Floor of the building ***VISHWASHANTI*** standing on Plot No.30-E, TPS II, CTS No.1066 (Part) of Village Juhu situate at Azad Road, Juhu-Koliwada, Mumbai 400 049 (which land is more particularly described in the ***Second Schedule*** hereunder written and is together with the building and other structures standing thereon collectively briefly referred to as "***the said property***") together with the other rights as more particularly described in the ***Third Schedule*** hereunder written, subject to the subsisting tenancy rights of the Tenant-Purchasers and subject to their possession and occupation thereof at or for a lumpsum consideration of Rs. 550000/- (Rupees

Five Lac Fifty Thousand only only) payable in the manner provided in Clause 2 below and on and subject to the other terms and conditions hereinafter mentioned. The percentage of undivided interest of the Tenant-Purchaserss in the common areas and facilities amenities fixtures fittings and services in the building – limited or otherwise – pertaining to the said premises shall be in the proportion of the total carpet area of constructed premises in the whole of the said building.

2. The Tenant-Purchaser has paid to the Promoters the entire consideration amount of Rs. 550000/- (Rupees Five Lac Fifty Thousand only) agreed to be by him/her paid to the Promoters hereunder (the Promoters do hereby admit and acknowledge receipt of the same). The Tenant-Purchaser declares and confirms that she has paid the aforesaid amount to the Promoters taking into consideration that the Agreement herein is an Agreement for Sale of 'ownership' rights of a premises already in existence, and that no further works are required to be carried out to the said premises. The Promoters confirm that from the date hereof, the Tenant-Purchaser shall hold the said premises as owner thereof, pursuant to the said agreement and on the terms and conditions provided therein, and the Tenant-Purchaser shall cease to be liable as from the date hereof to pay any rents to the Promoters as heretofore paid by him/her.

3. The Promoters have informed the Tenant-Purchaser that -

a. the facts set out in the recitals herein are true and correct,

b. in the circumstances more particularly set out in the recital, the Promoters are entitled to the leasehold rights in respect of the said property, and are entitled to the 'ownership' of the building known as ***VISHWASHANTI*** consisting of stilt and six upper floors standing thereon, and

बदर-४/
९९२ | ९९

c. the Promoters will, in due course, on sale of the 'ownership' rights in respect of all premises in the building and upon realisation by the

Promoters of all amounts due to them on such sale, either transfer the said property to a Society or a Company got registered/promoted by the acquirers of the 'ownership' rights in the building jointly, or submit the property to the provisions of the Maharashtra Apartment Ownership Act, 1970 and execute in favour of the acquirers of 'ownership' rights of the various premises in the building Deed/s of Apartment in the manner prescribed under the said Act.

4. The Promoters have represented to the Tenant-Purchaser that –

a. the said property is not the subject matter of any attachment or prohibitory order passed by any competent court or authority,

b. though the Promoters are entitled to obtain a lease in the said lands, no formal lease has been executed by the said Aditya Constructions referred to in the recitals herein in its favour; there is however no subsisting breach of any of the provisions of the said lease and the Promoters are entitled to obtain such lease in favour of itself and in favour of its nominee/s (including the Society or Company got registered by the acquirers of 'ownership' rights in the said building jointly) (including the Promoters), or in the alternative, in favour of acquirers of 'ownership' rights jointly,

c. the said property is not the subject matter of any pending proceeding before any court, forum or authority, and

d. the said property is not offered as security for payment of any money or for performance of any obligation, and their rights to the said property (subject only to the occupation of the various premises by the tenants) is clear and marketable and free from encumbrances and doubts.

5. The parties hereto record that the consideration amount agreed to be paid by the Tenant-Purchasers to the Promoters is a lumpsum consideration and has

been arrived at after taking into account and reckoning all past arrears of rent and other amounts due and payable by the Tenant-Purchasers to the Promoters, and accordingly, the Promoters hereby confirm that on discharge of the full consideration amount payable hereunder, there shall be no accounts outstanding between the Promoters on the one hand and the Tenant-Purchasers on the other, and all accounts shall be deemed to have been squared up and settled. However, if any taxes or any amount on account of maintenance, or outgoings are due and payable in respect of the said property) including for the period prior hereto), the same shall be borne and paid by the Tenant-Purchasers along with the other acquirers of 'ownership' rights in the other premises in the said building, and the Promoters shall not owe any obligation to pay or discharge the same or any part thereof.

6 The Promoters have further informed the Tenant-Purchasers that –

a. the Promoters have agreed to sell the 'ownership' rights in respect of the other premises in the said building also to various persons and upon realisation by them of all monies due to them, the Promoters would co-operate in obtaining a lease of the said Plot-B directly in favour of the Common Organisation got registered by the acquirers of premises, or in case the property is submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970 in favour of the acquirers of 'ownership' rights of the various premises jointly; in either event, the Promoters would join the execution of the said lease to transfer and convey the said building to such Common organisation or to such acquirers,

b. as of now, construction to the full extent permissible on the said property is laid out on the said property,

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c. they shall execute separate agreements with the Tenant-Purchasers f the different premises in the said building on terms and conditions substantially similar hereto,

d. this agreement, to the extent it lays down covenants on the part of the Tenant-Purchasers to be observed for the common benefit of all premises-purchasers in the said building is for the benefit of all buyers of premises therein, and the benefit hereof shall be available for enforcement not only by the Promoters herein, but also by the Promoters and the buyers of other premises in the said building, and this agreement shall bind to the extent applicable the permitted transferees of premises from the Tenant-Purchasers also, and

e. the offer for sale of the said premises by the Promoters to the Tenant-Purchasers is based at the threshold on the acceptance by the Tenant-Purchasers of the Scheme of the Promoters for transfer of the said property as set out in the recitals and elsewhere in these presents, and the acceptance by the Tenant-Purchasers of the said Scheme as aforesaid constitutes the basis for this agreement, and the Tenant-Purchasers shall not be entitled to dispute challenge or call into question the said basis for sale of the said premises by the Promoters to them.

7. The Promoters have explained to the Tenant-Purchaser that the facts disclosed by her as aforesaid (including the recitals hereof) constitute the salient features of the Scheme for sale of premises in the building on 'ownership' basis as drawn by the Promoters, and the premises in the said building are offered for sale only as envisaged under their said Scheme, and the acceptance by the Tenant-Purchasers of the above provisions constitutes the basis for sale of a premises in the said building to them. The Tenant-Purchaser confirms that she has approved of the said Scheme and agreed to acquire the said premises in the said Project as

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contemplated under the above Scheme, with due notice of the aforesaid facts, terms and stipulations, and shall not dispute or challenge the validity thereof.

8. The Tenant-Purchaser has represented to the Promoters that -

a. she is qualified to acquire the said premises,

b. she has taken inspection of the various documents specified under the Maharashtra Ownership Flats Act, and the Rules framed thereunder in relation to the said property, and agreed to acquire the said premises with full notice of the same, and

c. she has prior to the execution hereof studied the Certificate on the title to the said property issued by the Advocates of the Promoters, and the other documents and papers disclosed by the Promoters, and satisfied herself about the title of the Promoters to the said property and/or the right of the Promoters to sell the 'ownership' rights in respect of the premises on the said property on 'ownership' basis on their own account, and have agreed not to raise any requisitions on or objections to the same.

9. The Promoters have informed the Tenant-Purchaser that though, having regard to the limitation imposed by the number of tenements in the said property, they can presently only submit the property to the provisions of the Maharashtra Apartments Ownership Act, 1970, the Promoters reserve their right to either form a Company or a Co-operative Society (if the same be feasible), and transfer the title of the said property to and in favour of such Company or Society as the nominee of the acquirers of 'ownership' rights in respect of the said property. The Tenant-Purchaser hereby records confirms and conveys her consent to the above. The Tenant-Purchasers further confirm that all references to the execution of a Declaration and the Deed of Apartment and the provisions of the Maharashtra Apartment Ownership Act, 1970 shall be construed accordingly.

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10. The Tenant-Purchaser so as to bind all persons claiming by under or through her hereby covenants with the Promoters that after she takes possession of the said premises, she shall hold the same, unless agreed to by all the acquirers of premises in the said building, on and subject to the terms conditions and restrictions set forth in the ***Fourth Schedule*** hereunder written.

11. It is further agreed between the parties hereto that the covenants terms conditions and restrictions imposed hereunder in the matter of holding and enjoyment of the said premises by the Tenant-Purchaser shall enure for the common benefit of all premises-purchasers in the said building and they shall be entitled to enforce this covenant and such restrictions inter se each other. This covenant shall not be altered or amended except with the written consent of the Promoters. The Promoters covenant with the Tenant-Purchasers that they will incorporate a similar covenant in all their agreements for sale of premises in the said building.

12. It is further agreed between the parties hereto that

a. nothing contained in this agreement 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 land and or building or any part thereof, such conferment to take place only in the manner herein stipulated by submitting the property to the provisions of the Maharashtra Apartment Ownership Act, 1970,

b. the Tenant-Purchasers shall, as from the date hereof, pay to the Promoters contribution towards the outgoings of the said premises at the provisional rate intimated by the Promoters, subject to a minimum of Rs. 1200/- (Rupees Twelve Hundred only only) per month to meet the expenses in respect of the said premises on account of municipal and other taxes and levies, water charges, insurance premia, common electricity charges, repairs, salaries of clerks, bill collectors,

THE SUB REGISTRAR ANDHERI MUMBAI SUBURBAN DIST.
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chowkidars and sweepers or on any other account incidental to the management and maintenance of the said land; such contribution shall be paid by the Tenant-Purchasers on or before the 5th day of each month in advance to the said Promoters or to the ad-hoc of premises-purchasers if they are managing the said property; the Promoters shall, if they collect such amounts, from and out of such contributions pay the common expenses in respect of the said property, and on transfer of the said property to the Society, render to it a consolidated account of the total amount collected from all premises-purchasers, and of the total amount spent out of the same, and pay over the excess or recover the deficit, as the case may be, to/from the Society,

c. the Tenant-Purchaser shall in respect of delay in payment of his share of the monthly contributions payable in respect of the said premises, after the same becomes payable, pay to the said Developers interest @ 12% per annum; if the Tenant-Purchasers continue to be in default of such payment (and the interest thereon) for a period of more than seven days after a written demand is made on them in that behalf, during the period before executing of a Declaration and a Deed of Apartment in the manner contemplated herein, the Promoters shall be entitled to terminate this agreement in the manner provided in the foregoing sub-clause; upon such termination of this agreement, the Promoters shall be entitled to forfeit out of the amounts paid by the Tenant-Purchasers an amount equivalent to 10% of the price of the said premises and refund to the Tenant-Purchasers the amount, if any, received in excess thereof from them, but without interest; the Promoters shall thereupon also be entitled to dispose of the 'ownership' rights in respect of the said premises in the manner provided in this sub-clause,

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d. the Promoters shall not, if they have collected any contribution from the Tenant-Purchasers, render to the Tenant-Purchasers any separate account of the collections made from them and/or of the expenses incurred in respect of their premises; the rendition of the consolidated account to the Common Organisation and settlement of such account shall discharge the Promoters of their responsibility to refund excess, if any, out of such collections made from one or more of the premises-purchasers and/or of recovering the deficit, if any, from one or more of them; the premises-purchasers as members of the Society shall make up and adjust amongst themselves their respective accounts - the Tenant-Purchasers shall not be entitled to make any grievance or take any objection to the consolidation of all receipts and expenses in respect of the different premises in the said building as aforesaid,

e. the Tenant-Purchasers shall as and when called upon by the Promoters, pay such amounts as may be required to transfer the title of the said property to and in favour of their nominee/s,

f. the Tenant-Purchasers shall bear and pay a proper proportion of the dues, duties, impositions, outgoings and other burdens of any nature and kind whatsoever at any time hereafter imposed upon the said land and/or the building and/or upon the Promoters or Tenant-Purchasers of premises therein by any authority, including the Municipal Corporation, revenue authorities, etc. in respect of the said land or the said building or the said premises including on account of the user thereof, and

g. on sale and disposal by the Promoters of the 'ownership' rights in respect of all premises in the building ***VISHWASHANTI***, when the Promoters shall have received their dues from the acquirers of various premises in the said building, the Promoters shall within one year thereafter make and

THE SEAL OF THE SUB REGISTRAR ANDHERI-2 MUMBAI SUBURBAN DIST. (MUMBAI)
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execute a Declaration in the prescribed form submitting the said property to the provisions of the Maharashtra Apartments Ownership Act, 1970, and also execute individual Deed of Apartment in favour of the acquirers of such 'ownership' rights.

13. Any delay or indulgence shown by the Promoters in enforcing the terms hereof, or any forbearance or giving of time by the Promoters to the Tenant-Purchasers shall not be construed as waiver on the part of the Promoters of any breach or non-compliance with any of the terms or conditions hereof by the Tenant-Purchasers, nor shall the same in any manner prejudice the Promoters' rights in law or hereunder.

14. This Agreement shall be governed by the provisions of the Maharashtra Ownership (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.

15. All stamp duty and registration charges payable on the Agreement herein and all other documents to be executed pursuant hereto shall be borne and paid by the Tenant-Purchasers alone.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures hereto at Mumbai the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO
(being the description of the larger lands
belonging to the said Mrs. Veena Malhotra)

ALL THAT the land bearing CTS No.1066 of Juhu Village, Plot ~~3~~ 30-E of TPS II, admeasuring 2239 sq.mtrs. situate in Taluka Andheri, District Bombay City and Bombay Suburban, and shown bounded by red coloured lines on the plan annexed hereto.

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THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT the portion of the land more particularly described in the First Schedule herein admeasuring 1,000 sq.yds. shown demarcated by green couloured lines on the plan annexed hereto.

THE THIRD SCHEDULE ABOVE REFERRED TO :

ALL THAT Flat No.601on the Sixth Floor of the building ***VISHWASHANTI*** admeasuring 1377 sq.ft. carpet area and all rights to terrace and one-sixth open parking space.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

The Tenant-Purchasers shall on his taking possession of his premises, unless agreed upon -

a. use and/or permit to be used the said premises only as residence _____ or for such other purpose as may be permitted by the concerned local authority, and will not use or permit to be used the said premises for any other purpose, and in particular for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of neighbouring buildings/premises or for any illegal or immoral purposes,

b. not store in the said premises any goods of a hazardous, combustible or dangerous nature, or which is likely to damage the construction or structure of the said building, or the storage of which is objected to or not approved/licenced by the concerned local or other authority, or carry or cause to be carried heavy packages to the upper floors of the said building which may damage the entrances, staircase and common passages of the building,

(if any damage or loss is caused to the Promoters or to other occupants in the said building by breach of the provisions of sub-clauses (a) or (b) above, or on account of any negligence or default on his part, he alone will be liable for the consequences thereof)

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c. not throw or permit to be thrown any dirt, rubbish, rags, garbage or other refuse from the said premises into the compound or any portion of the said land or building,

d. not encroach upon or make use of any portion of the said building not agreed to be acquired by him,

e. not let out sub-let, transfer or part with possession of the said premises or transfer or assign his right title or interest in the said premises or the benefit factor of this agreement until all amounts payable hereunder to the Promoters have been fully paid and discharged, and only if there is no subsisting breach or non-observance of any of the terms conditions or provisions hereof,

f. at their own costs carry out all internal repairs and maintain the said premises in good and tenantable repair and condition from the date of their taking possession of the same and not do or suffer to be done anything in or to the said building or premises or in the staircase or passages thereof which may be against the rules, regulations or bye-laws of the concerned local or any other authority, or alter or make any addition in or to the said building or premises,

g. not close or permit to be closed the verandahs or balconies of the said premises or change the external elevation or colour scheme of the said building/premises,

h. not do or permit to be done any act or thing which may render void or voidable any insurance of the said property in which the said premises is situate or any part thereof or whereby any increased premium may become payable in respect of such insurance,

i. not demolish or cause to be demolished the said premises or any part thereof or make or cause to be made any addition or alteration of whatsoever nature to or in the said premises or any part thereof or effect any alteration in the elevation or colour scheme of the building, and will keep the sewers, drains, pipes, etc. in the said building/premises in good and tenantable repair and condition and in particular so as to support shelter and protect the other parts of the building and not chisel or in any other manner damage the columns, beams, walls, slabs, RCC pardies or other structural members in the building without the prior written permission of the Promoters,

j. along with Buyers of other premises in the said building pay to the local authority, State Government or any other authority any charge, tax or levy payable in respect of the whole of the said property, sharing the same amongst themselves in proportion to the carpet areas of the different premises in the said building, the non-residential premises (if any) being loaded as is customary.

k. within one month of demand by the Promoters rectify any defect or want of repairs pointed out to them by the Promoters in the said premises/building, and

l. carry out along with the acquirers of other premises in the said building at their joint costs, without holding the Promoters liable or responsible for the same, all repairs, additions and alterations in or to the said building and the said premises as may be required to be carried out by the Government, local or any other authority after issue of Occupation/Completion Certificate for the same.

SIGNED and ***DELIVERED*** by the) for ***NITIN CASTINGS LTD.,***

withinnamed ***PROMOTERS***)

NITIN CASTINGS LTD.,)

in the presence of: DINESH RUNGTA) Director

SIGNED and ***DELIVERED*** by the)

withinnamed ***TENANT-PURCHASER***)

MRS. PRAGNA KIRTI KEDIA)

in the presence of: UDAY J. VAYEDA)

RECEIVED of and from the Buyers abovenamed at or)

before the execution hereof a sum of Rs. 550000/-)

(Rupees Five Lac Fifty Thousand only) being the)

amount expressed within to have been by her paid to)

us at or before the execution hereof.)***Rs.*** 55000/-

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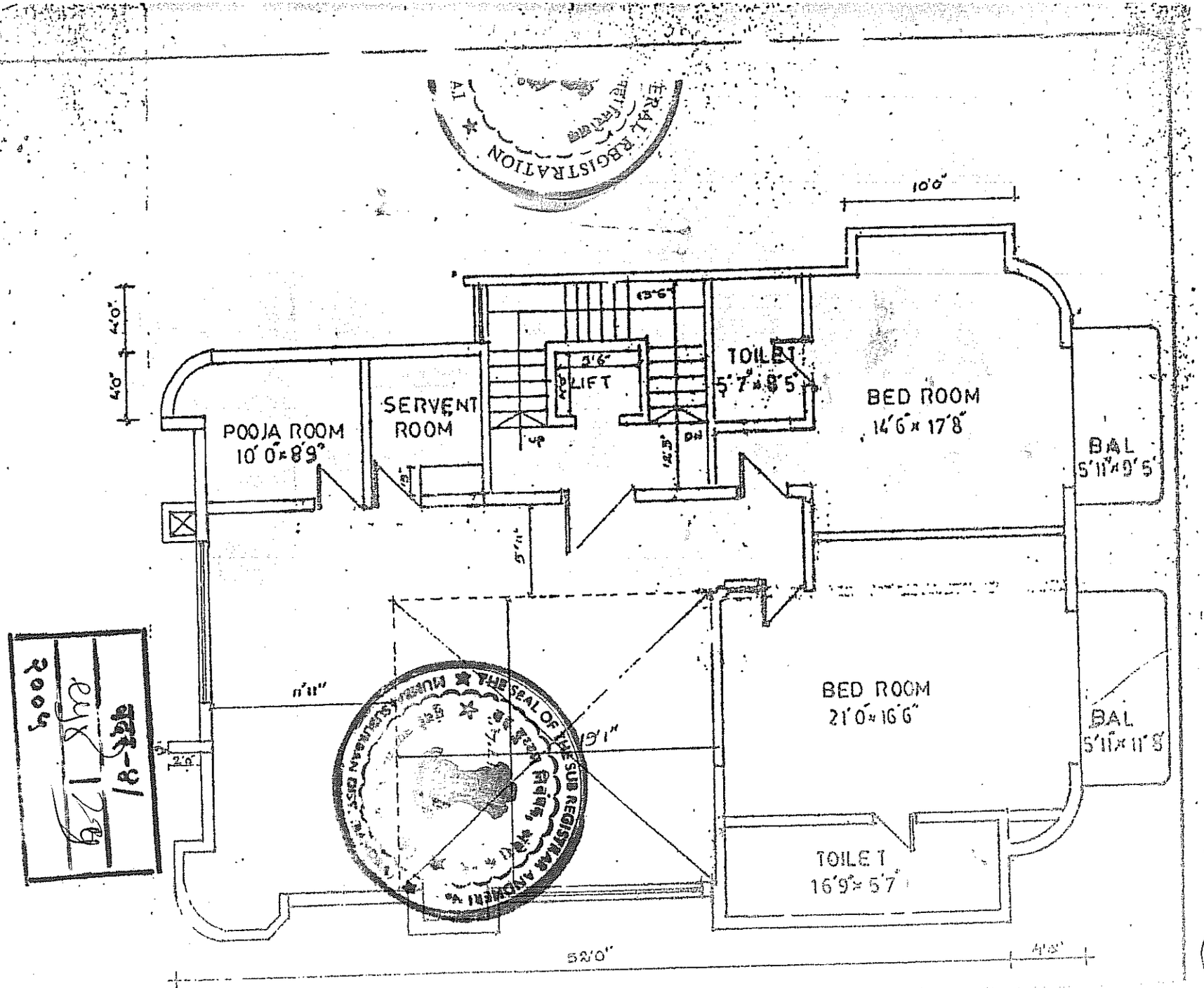
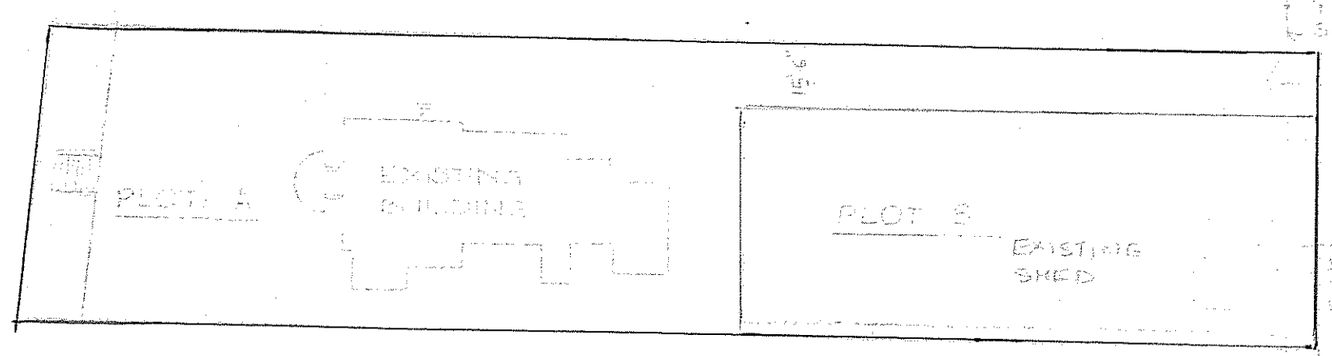
WE SAY RECEIVED,
for ***NITIN CASTINGS LTD.,***

Director
PROMOTERS

Witnesses:



SIXTH FLOOR PLAN



BLOCK PLAN SCALE 1:1 = 40'-0"

PROPERTY AT PLOT NO [illegible] T.P.S. II
AZAD ROAD, JUHU SECTOR,
SANTACRUZ (WEST) BOMBAY.

BUILDING PLOT B ... 1005.00 SQ.YDS.
PLOT A ... 2200.00 SQ.YDS.

GENERAL REGISTRATION
SEAL
THE SEAL OF THE SUB REGISTRAR
मुंबई उपनगर, मुंबई (पश्चिम)
MUMBAI SUBURBAN DIST. (WESTERN)
परिशिष्ट-अ
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T. P. P.—1,00,000—4-64—WCAS—(Ca) 153
G. R., R. D., No. 7516, dated 16-9-55.]

RULED CARD

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श्रीमती विणा धरमपाल मल्होत्रा.

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५० वर्षे पाऊ			
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	कार्यालय आदेश नं. न.मु.१०६६/जुहू ५८ दि.		
	२३३३५० अन्वये सोडपट्टेदार श्री. नोंद करी केली.		

मूळ-क्रमांक 2E35
मूळ दाखल ता. २०/४/६३ नकलेचा प्रकार.....
नकल तयार ता. २०/३/६३ नकल शुल्क.....
नकल दिल्याचा ता. २०/३/६३ प्रमाणपत्र शुल्क.....
नकल तयार करणार..... नेमणूक शुल्क.....
नकल तपासणार.....

सत्य-प्रतिलिपी

सह. दुय्यम निबंधक अंधेरी मुंबई

THE SEAL OF THE SUB REGISTRAR ANDHERI No. MUMBAI SUBURBAN DIST. (BANDRA)

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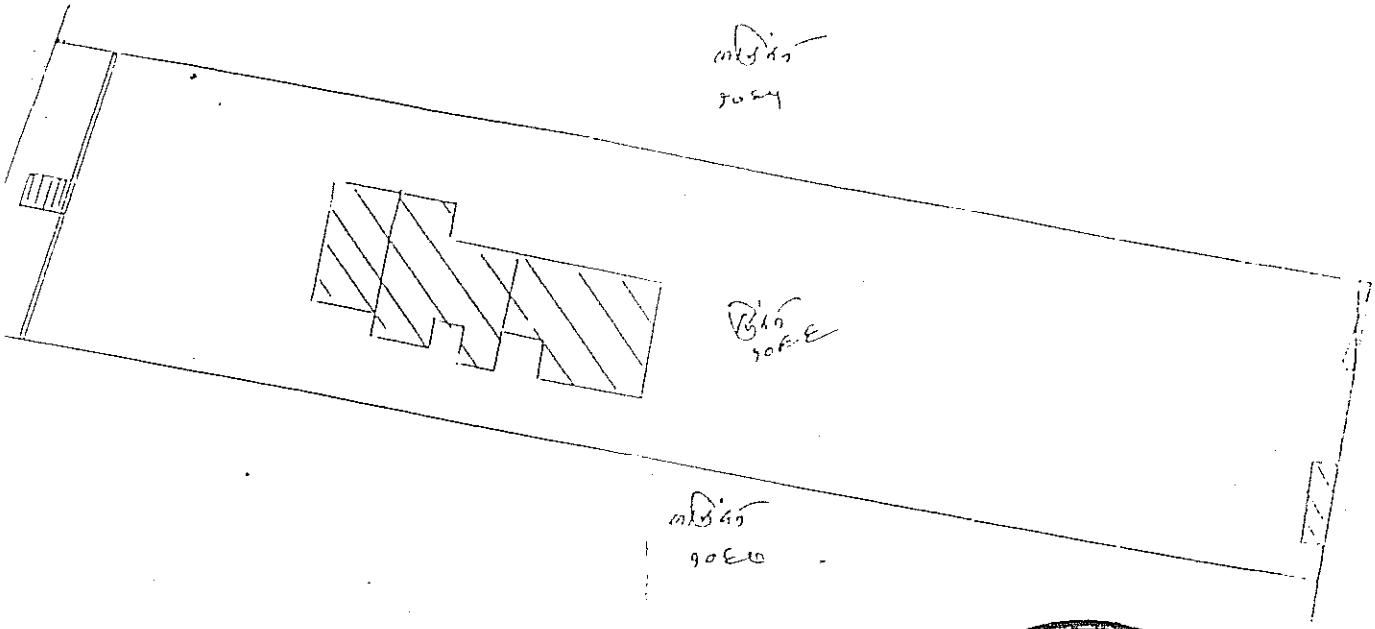
विषय:- [illegible]



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सत्य–प्रतिलिपी

नगर भूमापन अधिकारी बिलपांडे

अनुक्रमांक - [illegible]

[illegible] नकलेचा-प्रकार .....

[illegible] नकल शुल्क .....

[illegible] कायद शुल्क .....

[illegible] मेकुण शुल्क .....

[illegible] तपासणार .....

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This I.O.D./C.C. is issued Subject to the provisions of Urban Land (Ceiling and Regulation) Act, 1976

B.M.P.P.—7043-82-27,000 Forms.

Form 346/88

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

कार्यकारी अभियंता E.E. (प्रस्ताव) (प्रस्ताव) म.म.क. व सचिव कार्यालय, मनपा महापालिका मुख्य कार्यालय, मुंबई ४०० ००१

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

Sanctioned under No. CE/9569/E.B./BS IIA/K/ dated 13-2-87

No. E.B./CE/ 9569 /BS IIA/K/ of 198 -198

MEMORANDUM

To

18 MAY 1984

MUNICIPAL OFFICE,
Bombay

Valid up to 21-4-85

Smt. Veena D. Malhotra.

With reference to your Notice, letter No..... dated 7.1.84 198 and delivered on 23.1.84 198 and the Plans, Sections, Specifications and Description and further particulars and details of your building at Plot bearing F.P.No.30E of T.P.S.II on Azad Road at Santacruz West.

furnished to me under your letter, dated 16.5 198 I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corporation Act, as amended up-to-date, my disapproval thereof by reasons :—

A - That the C.C. u/s 39(1)(a) of M.R.T.P.Act will not be obtained before starting the work.
B - That the structural design and calculations are not submitted.
C - That the road lines and reservations will not be demarcated at site jointly with S.E.(Survey)E.E.D.P./D.I.L.R. before starting the work.
D - That application is not made and deposit is not paid to A.E.Maint. K/W for carriage entrance across road side drain at your cost before starting the work and carriage entrance will not be provided before submitting B.C.C. or before occupation whichever is earlier.
E - That the requirements of byelaw 4(c) will not be complied with before starting the work of drainage.
F - That requirements of byelaw 6(bxc) will not be complied with as the sanitary block lobbies do not abut open space.
G - That requirements of byelaws 48/49 will not be complied with.
H - That the proposed work will contravene sec. 251A of B.M.C. Act.
I - That requirements of byelaw 36 & 37 will not be complied with.
J - That surrounding open spaces, parking spaces, terraces will not be properly consolidated paved with concrete as the case of all slopes and drained.
K - That one set of plans mounted on canvas and two additional set of plans will not be submitted.
L - That the recreation ground will not be kept open and unbuilt upon and will not be levelled before requesting to grant permission to occupy the building or submitting B.C.C. whichever is earlier.
M - That premium which will be intimated in due course will not be paid before starting the work.
N - That existing windows proposed to be closed will not be closed before starting any other work.
O - That cert. under sec. 270A of B.M.C. Act will not be obtained from H.E. regarding sufficiency of water supply.
P - That documentary evidence reg. ownership area and boundaries of holding is not produced by way of extracts from D.I.L.R. 7/12 Utara (Records of Right) and conveyance deed etc.
Q - That N.O.C. from Civil Aviation Deptt. for proposed height of bldg. will not be submitted before starting the work.
R - That Terms & conditions of layout under No.CE/652/LOKWS will not be complied with.
S - That the true copy of plan of sanctioned subdivision/layout with the terms and conditions will not be submitted before starting the work.
T - That N.O.C. from A.A.& C.K-W will not be submitted before applying forCC
U - That N.O.C. from H.E. will not be submitted.
V - That betterment charges of Rs.6717/- will not be paid in W.O.K/W office before applying for C.C.
W - That repairs to existing structures will not be carried out before applying for C.C.
X - That indemnity bond indemnifying B.M.C. for damages risk, accidents etc. to occupiers & undertaking for no nuisance will not be submitted before starting the work.

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

2. (2) 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 21.5.... day of ..... 198 5 but not so as to contravene any of the provisions of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

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

Executive Engineer, Building Proposals.
Zone. VI SK Wards

SPECIAL INSTRUCTIONS

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

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Bombay has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

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

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

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

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

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

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

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

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

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

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

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

THE SUB REGISTRAR OF THE BOMBAY SUBURBAN DISTRICT

दर - ०/
2004

BMPP—1523-83-30,00,000 Gen-162

बृहन्मुंबई महानगरपालिका

MUNICIPAL CORPORATION OF GREATER BOMBAY

कार्यकारी अभियंता इमारती प्रस्ताव

(पश्चिम उपनगरे) [illegible]

No.CE/9569/BSII/AK.

18 MAY 1984

Z1 - That height of stilt will not be restricted to 8'-6".
Z - That W.C. for labourers with flushing system will not be provided.
Z1- That ventilators in dead walls will not be at height of not less than 8'-6" above floor level and or size not more than 3' x 1' and No. of ventilators per room shall not be restricted to one.
Z2- That trees at rate of 1 tree per 100 sq.yds. of plot area or part thereof will not be planted.
Z3- That permission of Tree Authority/Govt. of Maharashtra will not be obtained before cutting any tree.
Z4- That plinth and/or stilt height shall not be got checked and approved from S.E. before proceeding with work above plinth.
Z5- That cft. from Lift Insp. shall not be submitted before asking for occupation.
Z6- That compound gate will not open in inside the plot.
Z7- That dust bin will not be provided as per C.E.Cir.No.CE/9296/II of 26-6-78
Z8- That copies of I.O.D.conditions & other layout/subdivision conditions imposed by Municipality in connection with development at site shall not be given to the would be purchasers and shall not be displayed at site.
Z9- That nahanies terraces sanitary blocks shall not be made waterproof/ leakproof.
Z10-That smoke test for drainage lines will not be given before applying for occupation.
Z11-That conditions of Govt.order No.ILV-1079/2405-D(VI) of [illegible]-80 and ULC-1079/2405-D-17 dt. 16-7-81 shall not be complied [illegible] the cft. regarding compliance of conditions mentioned therein will not be submitted before applying for B.C.C.
Z12-That as stated in C.E.Cir.No.CE/11357/II of [illegible]-7-79 (a copy of this is forwarded to all Architects) Structural Eng[illegible] will not be appointed as per proforma A, supervision [illegible] will not be submitted [illegible] as per proforma B, proforma C will not be submitted [illegible] plans if any and completion cft. along with 2 sets of complete plans of structural work (one set mounted on canvas) will not be [illegible] proforma D.
Z13-That 6" vent shaft from sewer trap chambers wi[illegible] stormwater pipe. Tee arrangements will n t be made by owner to end[illegible] M.C.C. Corporation to connect vent shaft fixed to the bldg. by the owner and permission for doing such work will not be given by owner to M.C.C.B.
Z14-That Janata Ins.policy or policy to cover the compensation claims arising out of workman's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during construction work.
Z15-That surface drainage arrangement will not be made in consultation with E.E.Planning (Subs).
Z16-That means of access will not be constructed water bound macadam before starting the work and will not be constructed asphalted drained, sewered lighted etc. before submitting B.C.C. or requesting for permission to occupy the bldg.whichever is earlier.
Z17-That compound wall is not constructed on all sides of plot clear of road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding to [illegible] the possession of holding before starting the work.
Z18-That drainage layout plans will not be got approved ~~by~~ from this office [illegible] before applying for C.C.
Z19-That overhead water storage tanks will not be provided with bottom slab [illegible] roof slab as required by M.B.
Z20-That approval of the location and capacity of the sump tank overhead tank from M.E. will not be submitted before applying for C.C.
Z21-That 10' wide paved pathway will not be provided up to staircase.
Z22-That [illegible] handing over cft. will not be submitted from W.O.H./W ward.
Z23-That [illegible] land will not be transferred in name of [illegible]
Z24-That [illegible] undertaking stating that stilt will not be misused will not be submitted.
Z25-That [illegible] undertaking [illegible] dog [illegible] will not be [illegible]

THE SUB REGISTRAR

वडाळा-४

Z33- That internal staircases will not be constructed in R.C.C.

Note :

1. That work should not be started unless obj. A P Z Z14 Z17 are complied.
2. That C.C. will not be issued unless N.O.C. from A.A.& C.K/West, Civil Aviation Deptt. are obtained and conditions B C D E N R S V W X Z3 Z12 Z15 Z22 are complied with.
3. That deposit of Rs.5000/- paid towards security deposit for not misusing the stilt height of 10'-6" shall be forfeited if the same is found misused and necessary action will be taken.

THE SEAL OF THE SUB REGISTRAR ANDHERI No. 2 MUMBAI SUBURBAN DIST. (BANDRA)

Executive Engineer Building Proposals W. S. (H&K) Ward

बदर-४/
ex 138
२००५

No. EB/CE/ 9569 /ES-14-/AK 18 MAY 1984

NOTES

(1) The work should not be started unless objections A, P, Z, 14, 22 are complied with.

(2) A certified set of latest approved plans shall be displayed on site at the time of commencing the work and during the progress of the construction work.

(3) Temporary permission on payment of deposit should be obtained for any shed to house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional materials shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.

(4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.

(5) Water connection for constructional purposes will not be given until the hoarding is constructed and application is made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.

(6) The owners shall intimate the Hydraulic Engineer or his representative in Wards at least 15 days prior to the date on which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, It will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.

(7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stacked in front of the property. The scaffoldings, bricks metal, sand, props debris, etc., should not be deposited over footpaths or public street by the owner/architect/their contractors, etc., without obtaining prior permission from the Ward Officer of the area.

(8) The work should not be started unless the manner in obviating all the objections is approved by this department.

(9) No work should be started unless the structural design is approved.

(10) The work above plinth should not be started before the same is [illegible] Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the [illegible] spaces and dimensions.

(11) The application for sewer street connection, if necessary, should be made [illegible] commencement of the work as the Municipal Corporation will require time [illegible] side [illegible] site to avoid the excavation of the road and footpath.

(12) All the terms and conditions of the approved layout /sub-division under [illegible] should be adhered to and complied with.

(13) No Building/Drainage Completion Certificate will be accepted [illegible] water connection [illegible] (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 M[illegible] and as per the terms and conditions for sanction to the layout.

(14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.

(15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be completed to the satisfaction of Municipal Commissioner including asphalting lighting and drainage before submission of the Building Completion Certificate.

(16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed

(17) The surrounding open spaces around the building should be consolidated in concrete having broken glass pieces at the rate of .125 cubic metres per 10 Sq. metres below pavement.

(18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.

(19) No work should be started unless the existing structures proposed to be demolished are demolished.

(20) This intimation of Disapproval is given exclusively for the purposes of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13(3)(ii) of the Rent Act and in the event of your proceeding with the work under intimation about commencement the work under Section 347(1)(ea) or your starting [illegible] of demolishing the structures proposed to be demolished action shall be taken [illegible] conditions under which this intimation of Disapproval is issued and the sanction will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.

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(21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in land unless the City Engineer is satisfied with the following :—

(i) Specific plans in respect of evicting or rehousing the existing tenants on your stating their number and the area in occupation of each.

(ii) Specifically signed agreement between you and the existing tenants that they are willing to avail or 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 structre.

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

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

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

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

(26) It is to be [illegible] the foundations must be excavatd down to hard soil.

(27) The positions of the [illegible] and other appurtenances in the building should be so arranged as not to [illegible] the laying [illegible] inside the building.

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

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

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

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

(32) (a) Louvres should be provided as required by Byelaw No. 5 (b).

(b) Lintels or Arches should be provided over Door and Window openings.

(c) The drains should be laid as required under Section 234-1(a).

(d) The Inspection chamber should be plastered inside and outside.

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

Executive Engineer, Building Proposals
Zone [illegible] Wards

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COPY OF LICENSED ARCHITECT/OWNER

"This 10-15 C.C. based sheet to the provisions of Urban and Building and Regulation Act 1975

Registered under No. 9769 /BS/A.K

FORM 'A'

13-01-1982

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966.

No. CE/ 9569 /BSII/A.K

Valid up to 21-4-83

COMMENCEMENT CERTIFICATE

Permission is hereby granted under section 45 of the Maharashtra Regional and Town Planning Act (Maharashtra Act No. XXXVII of 1966) to Smt. Veena D. Madhekar

applicant, to the development work of Residential Bldg

at premises at Street No.
Plot No. C.T.S.No. Survey No.

Plot No. 30E

Village T.P.S.No. II
situated at Vazeda Rd S.No. (No.)
on the following conditions:-

1. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay, if (a) the development works in respect of which permission is granted under this certificate is not carried out or the user thereof is not in accordance with the sanctioned plans, (b) any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with, (c) the Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him, in such an event shall be deemed to have carried out the development work in contravention of section 45 of 46 of the Maharashtra Regional and Town Planning Act. the Municipal Commissioner has appointed to Executive Engineer to exercise power of functions of the Planning Authority under section of the said Act.

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

3. This Commencement Certificate is renewable for year put extended period shall in no case exceed three years, but such lapsed shall not bear any subsequent application permission under section 44 of the Maharashtra Regional Planning Act, 1966.

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

For and on behalf of the Local Authority
THE MUNICIPAL CORPORATION OF GREATER BOMBAY

Commencement certificate is valid upto 21-4-83 EXECUTIVE ENGINEER BUILDING PROPOSAL (WESTERN SUBURBS) K/W Ward

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ex 139
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Municipal Commissioner for Greater Bombay

THE SEAL OF THE SUB REGISTRAR ANDHERI No. 2 MUMBAI SUBURBAN DIST. (BANDRA)

दुय्यम निबंधक: अंधेरी 2 (अंधेरी)

दस्तक्रमांक व वर्ष: 954/2005

Wednesday, February 02, 2005

12:00:45 PM

नोंदणी 63 म

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सूची क्र. दोन INDEX NO. II

गावाचे नाव : जुहू

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे)	मान्यता पत्र मोबदला रू. 550,000.00 बा.भा. रू. 550,000.00
(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	(1) सिटिएस क्र.: 1066 वर्णनः टेनन्ट टू ओनरशीप , फ्लॅट नं. 601, 6 वा मजला, विश्वशांती , क्षेत्र 1377 चौ फुट कारपेट , व गच्ची संपूर्ण , 1/6 ओपन पार्किंग मधील हिस्सा , मु शुल्क रु. 11750/-
(3)क्षेत्रफळ	(1)
(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा	(1)
(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता	(1) मे नितीन कार्स्टींग लि चे संचालक टी आर व्ही कोच्चपन्न - -; घर/फ्लॅट नं: 84; गल्ली/रस्ता: -; ईमारतीचे नाव: मित्तल टॉवर ; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: नरीमन पॉईन्ट ; पिन: 21; पॅन नम्बर: -.
(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता	(1) प्रज्ञा किर्ती केडीया - -; घर/फ्लॅट नं: 601; गल्ली/रस्ता: -; ईमारतीचे नाव: विश्वशांती ; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: जुहू ;पिन: 49; पॅन नम्बर: -.
(7) दिनांक करून दिल्याचा	09/01/2005
(8) नोंदणीचा	02/02/2005
(9) अनुक्रमांक, खंड व पृष्ठ	954 /2005
(10) बाजारभावाप्रमाणे मुद्रांक शुल्क	रू 11250.00
(11) बाजारभावाप्रमाणे नोंदणी	रू 5500.00
(12) शेरा	