Agreement 15/02/1979

THIS AGREEMENT made at Bombay this 15th day of February in the Christian Year One Thousand Nine Hundred and Seventy Nine BETWEEN Shri JOYIN S. BATAVIA, the Trustee of SIREN BATAVIA TRUST carrying on business in the firm name and style of M/s. H.B. Construction Co., and having its registered office at 6E Mewawala Apartment, Sarojini Road, Vile Parle (West), Bombay-400 056 hereinafter called "the Builder" (which expression shall unless it be repugnant to the context or meaning be deemed to include the trustee or trustees for the time being of the said trust and the heirs, executors, and administrators of the last surviving Trustee and its assigns) of the One Part AND Mr/Mrs/Messrs Bajirao Sadhu Fadtare

both of Bombay Indian Inhabitants at present residing at Avinash Padmakar Jawle Road Dahisar (E) B'bay carrying on business at Avinash Padmakar Jawle Road Dahisar (E) B'bay-68 hereinafter called 'the Unitholder' (which expression shall unless it be repugnant to the context

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1979

or meaning be deemed to include his/her heirs executors, administrators and permitted assigns/ the partner or partners for the time being of the said firm and the heirs executors and administrators of the last surviving partner and its permitted assigns) of the Other Part.

WHEREAS by an Indenture of Conveyance dated 15th day of November 1978 made between Krishnarao Mahadev Padhye therein called the Vendor and the Builder herein therein called the Purchaser and lodged for registration with the Sub-Registrar of Assurances at Bombay under Serial No. 2195 of 1978 on 17th November, 1978, whereby the Vendor did for the consideration mentioned therein grant, sell, assign, release convey and assure unto the Purchaser therein the Builder herein a piece or parcel of land or ground lying and being at Dahisar and more particularly described in the Schedule thereunder which is the same as the First Schedule hereunder written AND WHEREAS the Builder applied for and obtained the sanction from Bombay Municipal Corporation & got the plan sanctioned by the Bombay Municipal Corporation for the construction of the Building on the said plot of land under No. EB/CE/2679/BSII/A/R of 1978 AND WHEREAS the Builder herein are constructing the building on the said plot of land consisting on a ground and upper floors tentatively called VINAYAK AND WHEREAS the Builder have handed over to the Unitholder the true copies of the said Deed of Conveyance dated 15th day of November 1978 and also the copy of the sanctioned plan issued by the Bombay Municipal Corporation AND WHEREAS the Builder have also handed over the unitholder

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such other documents and papers as may be required to be submitted to the Unitholders under the Maharashtra Co-operative Societies Act, 1960 and the rules framed therein and the unitholders acknowledge the receipt of the same AND WHEREAS the certificates of title issued by Messrs. Girish K. Vora Advocate herein has been inspected by the unitholder a copy whereof is hereto annexed and marked 'A' AND WHEREAS the Builder will be selling the units in the said building on what is known as 'OWNERSHIP' basis with a view ultimately that the Builder shall form a Co-operative Society or should in corporate a Private Limited Company with the unitholders as member or Share-holder AND WHEREAS the unitholders agree to acquire from the Builder unit/garage open parking space bearing No. 3(Three) on the Ground floor in the said building upon and subject to the terms and conditions hereinafter contained :

NOW THIS INDENTURE WITNESSETH that it is hereby agreed by and between the parties as follows :-

1. The Builder shall, under normal conditions, construct a building, as per said plans, designs and specifications seen and approved by the Unit Holder, with such variations and modifications as the Builder may consider necessary or may be required by any Public authority to be made in them or in any of them. The Unit-holder hereby consents to such variations.

2. The Unitholder hereby agrees to acquire the said unit no. 3.(Three) and shown on the plan hereto annexed surrounded to red coloured boundary line at or for the price of Rs. 24,500/- (Rupees Twenty four thousand five hundred only).

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3. The Unit-holder agrees to pay to the Builder the said consideration or purchase price of Rs. as under :

(a) By payment of Rs. 2,000/- (Rupees Two thousand only) as deposit on the execution of this Agreement.

(b) By making the following part-payments towards the balance of the purchase price shall be payable in the manner and by the instalments specified below, within 7 days of the Builders giving to the unit holder written notice calling for payment of the said moneys:

(i) Rs. 6,000/- on the casting of 1st slab
(ii) Rs. 6,000/- on the " " 2nd slab
(iii) Rs. 6,000/- on the " " 3rd slab
(iv) Rs. 4,500/- being the ultimate balance of the purchase price against delivery or possession of the said flat.

4. Garage in this Agreement shall mean open or covered car parking space.

5. If the unit-holder commits defaults in payments of any of the instalments aforesaid on their respective due dates(time being of the essence of the contract), the Builder shall be at liberty to terminate this Agreement in which event the said deposit paid by the unit holder to the Builder shall stand forfeited. The Builder shall, however on such termination, refund to the unit holder the instalments, if any, which may have till then been paid by the unit holder to the Builder, but without any further amount by way of interest or otherwise on the Builder

on the Builder terminating this agreement under this clause, they shall be at liberty to sell off the said unit to any other persons as the Builders deem fit, at such price as the Builders may determine and the unitholder shall not be entitled to question such sale or to claim any amount whatsoever from the Builders.

6. The Builder shall in respect of any amount paid up by the unit holders under the terms and conditions of this Agreement have a first lien and charge on the said unit agreed to be acquired by the unit holders.

7. Without prejudice to their other rights under this Agreement and/or in law, the unit holders shall be liable to pay interest at the rate of 17% per annum on all amount due and payable by the unitholders under this Agreement, if such remains unpaid for seven days or more after becoming due.

8. Possession of the said Unit shall be delivered to the unit holder after the Building is ready for use and occupation PROVIDED ALL the amounts due by the Unit holder under this Agreement are paid to the Builders. The Unit Holder shall take possession of the said Unit with seven days of the Builder giving written notice to the Unit Holder intimating that the said Unit is ready for use and occupation.

9. Possession of the said Unit shall be delivered by the Builder to the Unit Holder latest by 30th June, 1979. The Builder, shall not incur any liability if they are unable to deliver possession

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of the unit by the date aforesaid, if the completion of the building is delayed by reason of non-availability of steel and/or cement 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, rules, notifications of the Government and/or any other public authority.

10. If for any reason the Builder are unable or fail to give possession of the said unit-holder within the date specified in Clause 7 above, or within any further date or dates agreed to by and between the parties hereto, then and in such case, the unit holder shall be entitled to give notice to the Builder shall, within two weeks from the receipt of such notice, refund to the unit holder the aforesaid amount of deposit and the further amounts that have been received the Builder from the unit holder as instalments part-payment in respect of the said unit, neither party shall have any other claim against the other in respect of the said unit or arising out of this Agreement.

11. Upon possession of the said Unit being delivered to the unit-holder, he shall be entitled to the use and occupation of the said unit, Upon the unit-holder taking possession of the said unit he shall have no claim against the Builder in respect of any items of work in the unit which may be alleged not to have been carried out or completed.

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12. Commencing a week after notice is given by the Builder to the unit holder that the said unit is ready for use and occupation, the unit holder shall be liable to bear and pay all taxes and charges, for electricity other services and the outgoings payable in respect of the said unit as mentioned in Clause (14) hereof.

13. The Party of the Second Part shall have no claim save and except in respect of the particular unit/garage hereby agreed to be acquired, i.e. all open spaces, parking, gardens, lobbies, staircases, lifts, terraces etc., will remain the property of the party of the First Part Until the whole property is transferred to the proposed Co-operative Housing Society or a Limited Company as the case may be.

14. The Unit-holder agrees and binds himself to pay regularly every month by the 5th day of each month to the Builder until the Conveyance of the said property is executed in favour of a Co-operative Society or a Limited Company as aforesaid and thereafter to the aforesaid Co-operative Society or the Limited Company as the case may be, the proportionate share that may be demanded by the Builder or the Co-operative Society or the Limited Company, as the case may be, for (a) insurance premium (b) all Municipal and other taxes and outgoings that may from time to time believed against the land and/or building, including water-taxes and the water-charges, (c) outgoings for the Maintenance and management of the building, Common lights, and other outgoings and collection charges incurred in connection with the said property. The unit holder shall deposit with the Builder before taking possession of the said unit

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a sum of Rs.1,000/- as deposit towards the afor said expenses and outgoings and the legal costs for and contemplated by Clause 22. The said sum shall not carry interest and will remain with the builder until the Conveyance is executed in favour of a Co-operative Society or to a Limited Company as aforesaid and on such conveyance being executed, the aforesaid deposit shall be paid over to the Co-operative Society or the Limited Company as the case may be. The Unit-holder shall also keep deposited with the Builder at the time of taking possession, a sum of Rs. 251/- as the Share money and application fee. The unit holder shall also pay the sum of Rs. 250/- as and by way of legal charges, on or before taking the possession for Agreement.

15. It is agreed that if one or more of such unit are not taken or acquired by any person other than the Builder at the time the building is ready for occupation the Builder will be deemed to be the owners thereof until such units are agreed to be sold by the Builder.

16. It is agreed that the Builder will be entitled to sell or agreed to sell open or cover shops to any person who may not be the unit owner, and the unit in the said building and upon the said Society or Limited Company or any other body corporate as aforesaid being formed the purchasers of such shops would become entitle to be the members of such society, Limited Company or the Body Corporate as the

case may be and the Unitholders herein agrees and undertakes not to raise any objection or requisition in that behalf;

17. The Unit holder shall not use the said unit for any purpose other than as a Business purpose.

18. The fixtures, fittings and amenities to be provided in the said building and in the said unit and the materials to be used in the construction of the said building and the specifications of the said building are those as set out in the Schedule hereunder written and the unit-holder has satisfied himself about the designs of the said Building.

19. The unit holder shall from the date of possession, maintain the said unit at his own costs in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said building or the said unit, staircase and common passages, which may be against the rules or bye-laws of the Bombay Municipality or any other Authority not shall be unit holder charge, alter or make additions in or to the said Unit or in the building or any part thereof. The Unit holder shall be responsible for any breach of this provision.

20. So long as each unit in the said building shall not be separately assessed the unit-holders both hereby agree to pay such proportionate part of the assessment in respect

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of the entire building as may be provisionally determined by the Builder whose decision shall be final and binding upon the unit holders.

21. The unitholders will not at any time demolish or cause to be demolish the unit or any part thereof agreed to be taken by him/her/them not will he/she/they at any time make or cause to be made any additions or alterations of whatsoever nature to the said unit or any part thereof. The Unit holders shall not permit the closing of varandah or lounges or balconies or make any alterations, in the elevation and outside colour scheme of the unit to be acquired by him/her/them.

22. The said building shall always be known as VINAYAK and the time of the Co-operative Housing Society or Limited Company to be formed shall bear the name of VINAYAK as its name and this name shall not be changed.

23. On the completion of the said building i.e. and on receipt by the Builder of the full payment of all the amounts due and payable to them by all the unitholders of all the said building, the Builder shall co-operate with the unitholders in forming, registering or incorporating a co-operative Society or a Limited Company, the rights of members of the Co-operative Society or of the Limited Company as the case may be, being subject to the rights of the Builder under this Agreement and the Assignment to be executed in pursuance thereof. When the Co-operative Society or Limited

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Company is registered or incorporated as the case may be, and all the amounts due and payable to the Builder in respect of all the said building, paid in full as aforesaid, the Builder shall execute the necessary Assignment in favour of such Co-operative Society or Limited Company as the case may be.

24. Provided it does not in any way effect or prejudice the rights of the unit-holder in respect of the said Unit, the Builder shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said land and in the building to be constructed thereon.

25. 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 unit or the said land, hereditaments and premises or any part thereof or of the said building thereon or any part thereof.

26. The Unitholder shall not let, sublet, transfer, assign or part with possession of the said unit without the Consent in writing of the Builder and until all the dues payable by him to the Builder under this Agreement are fully paid.

27. The Unitholder and the persons to whom the said Unit is let, sublet transferred, assigned or given possession of, shall from time to time, sign all applications, papers and documents and do all acts, deeds and

[illegible] as the Builder and [illegible] Co-operative Society and [illegible] Company [illegible] may be, may [illegible] the interest of the Builder and of the Unit holders in the said building.

28. The Unit holder and the persons to whom the said unit is let, sub-let, transferred, assigned, or given possession of, shall observe and perform all the rules and regulations which the Co-operative Society at its registration may adopt and all the provisions of the Memorandum and Articles of Association of the Limited Company when incorporated and the additions, alterations, or amendments thereof, for protection and maintenance of said building and the units therein and for observance and carrying out of the Building rules and Regulations and the Bye-laws for the time being of the Bombay Municipality and other local authorities and of the Government and other local authorities and of the Government and other public bodies. The unit holder and the persons to whom the said unit is let, sublet, transferred, assigned or given possession of, shall observe and perform all the stipulations and conditions laid down by such Co-operative Society or Limited Company as the case may be, regarding the occupation and use of the building and/or the units therein and shall pay and contribute regularly and punctually towards the taxes or expenses or other outgoings in accordance with the terms of this Agreement.

29. The Builder will form the Co-operative Society and/or Limited Company with all the Unit holders as members or share holders under

the provisions of law. All the Unit holder give their necessary co-operation in formation of the Society or the Limited Company. On the Co-operative Society being registered or the Limited Company being incorporated, as the case may be the rights of the Unit holders as the Purchaser of the said unit will be recognised by the provisions of the said Co-operative Society or Limited Company and the Rules and Regulations framed by them, as the case may be.

30. On the completion of the said building and on receipt by the Builder of the full payment of all the amount due and payable to them by all the unit holders of the said Building, the Builder shall with the Co-operation of the Unit holder form, register or incorporate a Co-operative Society or a Limited Company the rights of members of the Co-operative or of the Limited Company as the case may be being subject to the rights of this agreement and the Conveyance to be executed in pursuance hereself. When the Co-operative Society or Limited Company is registered or incorporated as the case may be, and all the amounts due and payable to the Builder are paid in full as aforesaid the Builder shall execute, the necessary Conveyance in favour of such Co-operative Housing Society or Limited Company, as the case may be.

31. Messrs. Shah & Sanghavi, Solicitors of the Builder shall prepare and/or approve, as the case may be, the Conveyance and all other documents to be executed in pursuance of this Agreement as also the Bye-laws or the Memorandum of Association in connection with the formation, registration and/or incorporation

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of the Co-operative Society or the Limited Company as the case may be. All costs, charges and expenses including stamp duty, registration charges and other expenses in connection with the preparation and execution of the Conveyance and other documents and the formation, registration or incorporation of the Co-operative Society or the Limited Company, as the case may be, shall be borne shared and paid by the Unit Holders of the said Building, in equal shares and/or paid by such Co-operative Society or Limited Company.

32. The Stamp Duty and registration charges and incidental to this Agreement shall be borne and paid by the Unit holder only. The unit holder shall deposit with the Builder full amount on or before taking the possession.

33. In the case any security deposit is demanded by Bombay Municipality for the purpose of giving water connection to the said Building, such deposit shall be payable by all the unit holders of the Building in equal share the unit holder agreed to pay on demand to the builder his/her share of such deposit.

34. If at any time any development and/or betterment charges are charged or other levy levied sought to be recovered by the Bombay Municipality, Government and/or any other Public Authority in respect of the said land and/or building the same shall be the responsibility of the Unit Holders of the said Building and the same shall be borne and paid by all the Unit Holders in equal shares.

35. The Builder shall have a right until the execution of the Conveyance in favour of the proposed Society or Limited Company to make additions, alterations, raise storyes or put up additional structures as may be permitted by Municipality and other competent authorities. Such additions, alterations structures and storyes will be the sole property of the Builder who will be entitled to dispose it off in any way they choose and the unit holder hereby consents to the same. The terrace of the building including the parapet wall shall always be the property of the Builder and the Builder shall also be entitled to display advertisements, on the walls of the water tanks standing on the Terrace and shall be exclusively entitled to the income that may be derived by display of the said advertisement. The Agreement with the Unit Holder and all the purchasers of the other units in the said building shall be subject to the aforesaid rights of the Builder who shall be entitled to use the terraces including parapet wall and the walls of the Water Tanks therein for any purpose including the display of advertisement and sign boards and the Unit Holder shall not be entitled to raise any objection or to any abstament in the price of the Unit agreed to be acquired by him/her and to any compensation or damages on the ground of inconvenience or any other ground whatsoever.

36. All notices to be served on the Unit Holders as contemplated by this Agreement shall be deemed to have been duly served if sent to the Unit Holder by prepaid post under Certificate of posting at his address specified below.

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[illegible]

[illegible]

[illegible] SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land [illegible] Survey No. [illegible] Hissa No. 1 [illegible] admeasuring [illegible] square yards [illegible] situate at Village [illegible] Taluka Borivli, in the [illegible] District and Sub-District of Bombay City and [illegible] being Plot No. [illegible] and bounded as follows [illegible] on or towards the EAST by CTS No. [illegible] of Village [illegible] on or towards the WEST by [illegible] Road, Municipal asphalted Road, on or towards the SOUTH by [illegible] Road, Municipal asphalted Road, and on or towards the NORTH by CTS No. 1000 of Village [illegible].

SECOND SCHEDULE ABOVE REFERRED TO
LIST OF AMENITIES TO BE PROVIDED

1. The building will be of R.C.C. frame structure with cement block or brick walls. The external wall shall be painted with cement paint and internal wall shall be white washed. The doors and windows shall be all [illegible].

2. [illegible] tiles of good quality [illegible] polished [illegible] in all the rooms, passages and [illegible].

[illegible]

3. Doors & Windows:

Shutters: Main entrance on the ground floor will be provided Rolling Shutters.

Doors : Main entrance door will be of flush door on 1st and above floors.

Windows & Ventilators: All windows & ventilators will be of Iron and fully glazed.

Fixtures: Main entrance flush door will be provided a night latch, an Aldrof, a ladi, a tower bolt and a handle.

4. Electric fittings

One light point, one fan point, one plug point will be provided one light point in toilet.

5. Plumbing Work:

Ground floor : One common W.C. and urinal will be provided with tap.

1st and above floors. Each office will be provided one tap in a toilet with Indian Style W.C. and a Wash basin of suitable size.

6. Toilet Flooring:

Toilet flooring will be of white glazed tiles & dado upto the hight of 3'0".

7. Loft :

R.C.C. Loft will be provided on the toilet.

8. Overhead & suction tanks of required capacity with proper Motor Pump, are being provided to ensure adequate water supply.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED)
by the withinnamed BUILDER)
SHRI JYOTIN H. BATAVIA)
in the presence of .....)

For H. B. Corporation
For Hiren Batavia
J Batavia

SIGNED SEALED AND DELIVERED)
by the withinnamed Unit-
Holder Bajirao Sadhu)
Fredtare)
in the presence of ....)

बाजीराव साधु फडतरे

RECEIVED on or before the execu-
tion of these presence the sum of Rs. 2,000/-)
being the earnest money payable by you to
me. (Two thousand only) ...)Rs. 2000/-

J Batavia

सौ. बी. फडतरे

GIRISH R. VORA
B.Sc., LL.B.
ADVOCATE HIGH COURT

PHONE: 292618
214-216, Dr. CAMAJI NORMOSJI St.,
KALYANDAS VARDAS SHOP
OPP. ADAMJI PEERBHAI MARKET
BOMBAY-400 002.

Date: 15th Jan., 1979.

TO WHOM IT MAY CONCERN

RE: Plot of land at village Dahisar
bearing Survey No. 32, Hissa No. 1/9
CTS No. 1004 admeasuring 499.98 sq.mts.
at Village Dahisar, Taluka Borivli.

This is to certify that I have taken searches and made inquiries and investigated the title in respect of the above plot bearing Survey No.32, Hissa No. 1/9 CTS No. 1004 at Village Dahisar, Taluka Borivli, Bombay Suburban District. I have not come across any encumbrances or charges on the said plot.

On such investigation, in my opinion, the Title of Shri Jyotin H. Batavia to the said plot is marketable and free from encumbrances.

Bombay, dated 15th November, 1978.

Sd/-
(Girish Vora)
Advocate.

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Office of the Ex.Engr.B. Proposals,(WS) P & R
Dr.Ambedkar Market, Kandivli (E),Bombay-67.

Municipal Corporation of Greater Bombay.

No.CE/2679/BII/A/R. 22 MAR. 1980.

To

Shri D.Y.Sawant, Architect.

Sub: Permission to occupy the completed commercial building on plot CTS.No.1004 of Village Dahisar East at P.Jawle Road for Shri J.H.Batavia.

Sir,

Ref: Your letter dated 8.2.1980.

By direction I have to inform you that the permission to occupy the completed portion of ground + two upper floors shown by you in the red colour in the plans submitted by you on 29.2.80 is hereby granted. Please note that this permission is without prejudice to notice u/s 353A/471 of B.M.C.Act and subject to following conditions.

1. That certificate u/s 270A of B.M.C.Act shall be obtained from A.E.W.W.R. and certified true copy of the same submitted to this office within 1 month.

2. That setback land shall be transferred in the name of Corporation in City Survey Record within 1 month.

Yours faithfully,

Sd/-

Asstt. Engineer Bldg.Proposals (WS), R.

TRUE COPY

Architect,
Shri D.Y. Sawant,
Dahisar West, Bombay-68.

मालमत्ता पत्रक

गाव/मौजे -- दहिसर तालुका/न.भु.मा.का. -- न.भू.अ.बोरीवली जिल्हा -- मुंबई उपनगर जिल्हा

नगर भुमापन क्रमांक / फा. प्लॉ. न	शिट नंबर	प्लाट नंबर	क्षेत्र चो.मी	धारणाधिकार	शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ)
१००४	६.०४				
			३ २ ६ १८२.० चो.मी.रस्त्याकडे ------ गेले २८१.१ चो.मी	क	द.सा.र.रु.१००/- दि.१/१२/१९७६ पासून

सुविधाधिकार

हक्काचा मुळ धारक
वर्ष १९६७ [शेतीकडे]

पट्टेदार -

...र भार -

इतर शेरे -

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षांकन
०७/०९/१९७९	उ.जि.अधिकारी मुं.उ.अंधेरी यांचेकडील क्र.ADC/LND/D ६१३४ दि.४/८/७७ अन्वये बि.शे.सारा नोद केली.			सही १९७७-०९-१२ ००:००.०० न.भू.अ. बोरीवली
२४/०८/१९८२	S.B./२३५२ दि.१२.८.८० व म.न.भू.अ.६ मुबई यांचे दि २४.८.८२ चे आदेशाने रस्ता रुंदीची दुरुस्ती केली.	S.I.F.	मुंबई महानगर पालिकेकडील क्र.S.B./ २३५२ दि.१२.८.८० अन्वये क्षेत्र १८२.० चौ.मी.रस्त्याकडे गेलेने मिळकत पत्रिकेला कमी केले शिल्लक क्षेत्र २८१.१ चौ.मीटर	सही - १९८२-०८-२४ ००:००:०० न.भू.अ. बोरीवली

तपासणी करणारा -

खरी नकल
सत्य प्रतिलिपी
नगर भूमापन अधिकारी
बोरीवली

न.भू.अ.बोरीवली
मुंबई उपनगर जिल्हा

नगर भूमापन अधिकारी बोरीवली

अर्ज क्र. - ५०९२
नकल अर्ज दाखल तारीख ५/३/०५ एकूण नोंदी 3
नकल तयार तारीख ५/३/०५ शुल्क ६०-००
नकल दिल्याची तारीख ६-३-०५
नकल तयार करणार
नकल तपासणार
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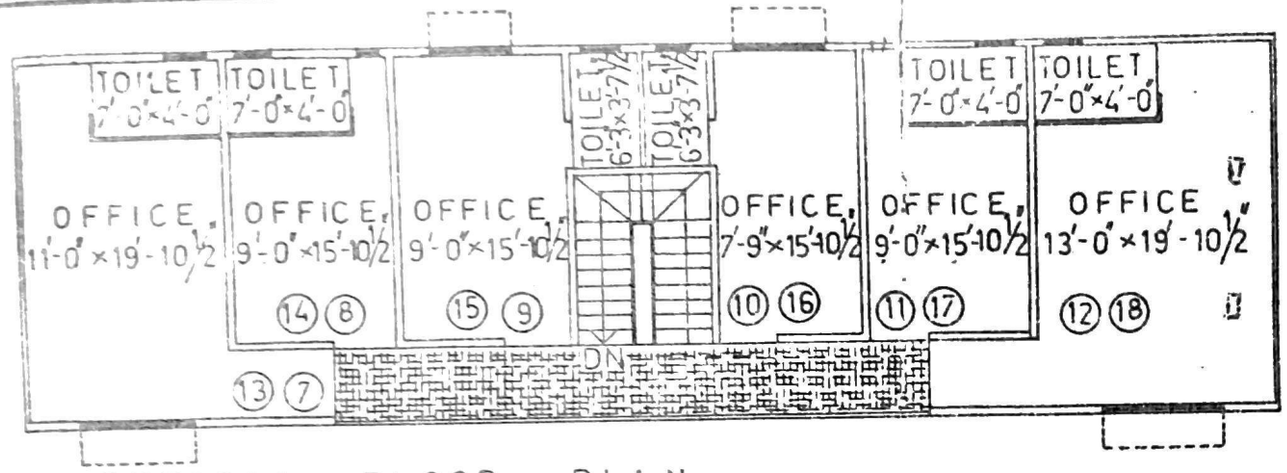
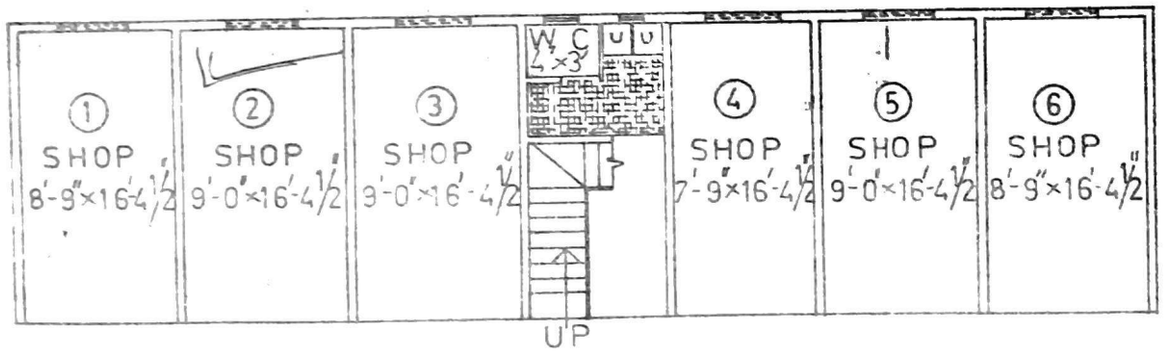
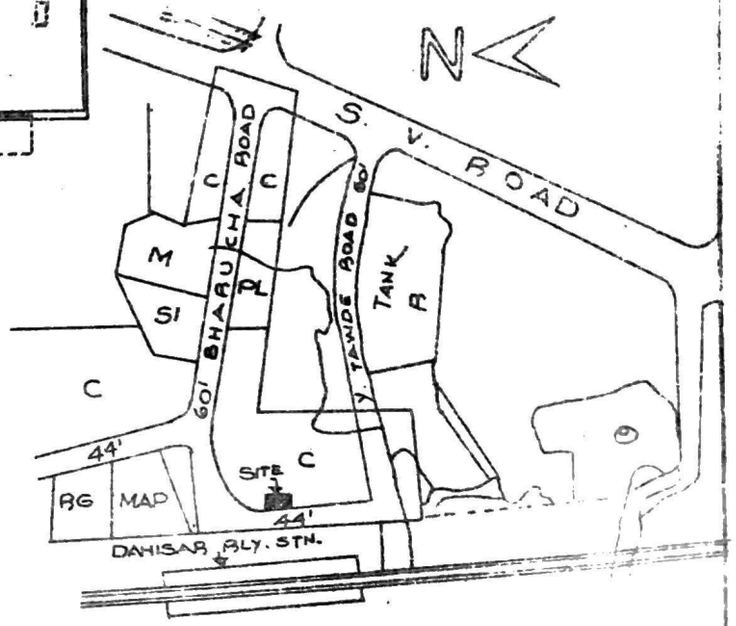


TYPICAL FLOOR PLAN



PADMAKAR JAVLE ROAD

GROUND FLOOR PLAN



LOCATION PLAN

BUILDERS:-
BATAVIA
6,E MEWAWALA APARTMENT
VILE PARLE (WEST)
BOMBAY 400 056
TEL 563726

PROPOSED COMMERCIAL BUILDING ON PLOT BEARING CTS NO 1004 AT PADMAKAR JAVLE ROAD DAHISAR (EAST)
BOMBAY 400 068.
VINAYAK

DILEEP V. SAVANT
ARCHITECTS, ENGINEERS.
SAHANI WADI D. M. ROAD
DAHISAR (WEST)
BOMBAY 400068.

UNDER CERTIFICATE
OF POSTING.

No.ADC/LND / D 6134
Office of Addl.Dist.Dy.Collector,
Bombay Suburban District, Andheri,
Versowa Road, Andheri (West),
Bombay.58, Dated :- 19/12/76.

To Sh. Krishnaji Mahadeo Jadhye
C/o model House Pokhran Road,
Bombay 4.

Sub :- Lands : B.S.D.at Dahisar
S.No. 32 H.No. 19
C.T.S.No. 1004
Plot No.
Unauthorised N.A.use of .....

Sir/Madam,

It is found that an area admeasuring 580 sq.metres from the above S.No.,C.T.S.No.,Plot No.is being unauthorisedly used for Non.Agricultural (~~residential/Industrial~~/Commercial) purpose in contravention of the provision of Sec.44 of the Maharashtra Land Revenue Code 1966. You are therefore liable to pay N.A. Assessment and fine on the above land as provided under Sec.45 of the Maharashtra Land Revenue Code readwith Rule 8 of the Maharashtra Land Revenue (conversion of use of land and N.A.Assessment) Rules 1969. The rate at which you are required to pay the N.A.Assessment and fine is indicated below :

(a) N.A.Assessment (1) from — to — at Rs. — per 100 sq.yds./per 100 sq.metres.

(b) N.A.Assessment (2) from 12-76 onwards at Rs. 2/- per 100 sq.metres plus fine according to law.

You are therefore hereby called upon to show cause within 7 days from the date of receipt of the notice why action as proposed above should not be taken. You will, however be heard in person on at

You are also requested to produce following documents :

1) An extract from Record of Rights (i.e.7/12 Utara) or Property Register Card from City Survey Office,showing your title of ownership over the land in question.

2) Commencement Certificate issued by the Municipal Corporation of Greater Bombay.

3) Copy of your letter sent to M.C.G.B.,informing the date of starting of construction work.

4) Original plan approved by the M.C.G.B. for verification.

5) more copies of plan approved by the M.C.G.B.

Yours faithfully,

Revised Notice
8/1
Authors

Addl.Dist.Dy.Collector,
B.S.D.Andheri.

Q-4

J.A.DC/LND/D-6134

Office of Addl.Dist.Dy.Collector,
Bombay Suburban District, Andheri,
Bombay-58, Dated:- 5th Aug 1977

R.A.D:- Surveyor's report dated 13.7.1977.

: O R D E R :

Land admeasuring 500 sq.meters comprised of S.No.3 H.No.1/9 C.T.S.No.1004 of village Dahisar belongs to Shri Krishnaji Mahadeo Radhye. It is being used for N.A.purpose by constructing a building for commercial use since 1.12.1976. The total area under N.A.use is 500 sq.mtrs. as per site plan prepared by this office surveyor dated 18.7.1977. The area under structure is 13 sq.mtrs. and under open space is 487 sq.meters.

The papers of inquiry made in this case have revealed that the construction work was started. The occupant has converted his land into N.A.use without obtaining previous permission from competent Revenue Authority in contravention of sec.41 of the Maharashtra Land Revenue Code,1966. The land is therefore liable to be subjected to N.A.tax from 1.12.1976 on the basis of standard rates fixed for the village.

Show cause notice in this case issued to the occupant Shri Krishnaji Mahadeo Radhya but he has given no reply to it.

I, therefore, hereby regularise unauthorised N.A.use and levy N.A.assessment on the above land on the following conditions, namely.

1) that the occupant should pay N.A.assessment at rate of Rs. 20/- per 100 sq.meters from 1.12.1976 onwards. The annual N.A. assessment comes to Rs. 100.00.

2) that the occupant should pay in addition to the N.A. assessment, fine of Rs. 1000/- (One thousand only) for unauthorised N.A.use.

3) that the structure shall be used for the purpose for which permission is given.

4) that no addition land shall be built upon without prior permission from this office.

Contravention of any of the above condition shall render the occupant liable for such assessment & fine as provided under Maharashtra Land Revenue Code,1966 and framed thereunder. The occupant shall pay N.A.assessment & fine to Tahsildar Borivli.

Addl.Dist.Dy.Collector,
B.S.D.Andheri.

To,
Shri Krishnaji Mahadeo Radhya,
C-3 Model House, proctor Road,
Bombay-4.

1) Copy in duplicate with a copy of plan forwarded to the Tahsildar Borivli for further necessaty action.
2) Copy with a copy of plan forwarded to the City Survey Officer No. VI for further action.

Addl.Dist.Dy.Collector,
B.S.D.Andheri.

BMPP—3791-76-23,000 Forms

Form 346/88

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

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

No E.B./CE/ 2679 /BS II/A/ R of 197 .197

MEMORANDUM

MUNICIPAL OFFICE

Bombay _____ 197

To

~~Shri K. Padhye.~~ Jyoti H. Batavia

With reference to your Notice, letter No. 1011 dated 17-11-197 and delivered on 17-11-197, and the Plans, Sections, Specifications and Description and further particulars and details of your building at ~~S.No.32, H.No.1(pt) Padmakar Juwle Road, Dahisar(E).~~

furnished to me under your letter, dated 17-11-197 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 reason of—

A - That the structural design & calculation for the proposed work are submitted.
B - That the requirements of Bldg.byelaw 4(c)5(b&c)will not be complied
C - That requirements of byelaw 36 & 37 will not be complied with.
D - That requirements of byelaw 50/52 will not be complied with.
E - That certificate u/s.270A of B.M.C.Act from H.E.regarding suffi water supply will not be obtained & submitted.
F - That open spaces & parking spaces will not be properly paved(wit glasses underneath at rate of 4 cft.per 100 sft.of paved area) a and drained.
G - That design details & plans cross sectional details etc.of septi and soak pit will not be submitted.
H - That one set of plans mounted on canvas will not be submitted.
I - That compound wall is not constructed clear of road widening l all other sides without foundation below level of bottom of ro without obstructing flow of rain water from adjoining holding prove possession of holding before C.C.
J - That setback land will not be handed over free of cost to W. as per undertaking submitted.
K - That application is not made and deposit is not paid to A.E. carriage entrance across road side drain provided before su
L - That plot will not be filled in levelled & sloped towards r
M - That requirements of B.S.E.S.Ltd.will not be complied with.
N - That regular line will not be got demarcated through A.E. and E.E.D.P. before C.C.
O - That N.O.C. from ~~Et~~ A.A. & C.R. will not be submitted befo
P - That regd.undertaking for not demanding concession in open future development will not be submitted before issue of C.
P1- That water connection for constn.purpose will not be taken
Q - That 10' pathway upto staircase will not be constructed.
R - That flushing tanks will not be provided in W.Cs. of exis
S - That drainage proposal will not be got approved before
T - That trees at rate of one per 100 sq.yds. of plot area planted before submitting B.C.C.
U - That proper sanitary arrangement for workers will not C.C.
V - That terraces, sanitary blocks and nahanis in m kitch water proof and same will not be ~~made leak proof~~ prov ponding and all sanitary conveniences will not be ma smoke test will not be done in the presence of
W - That dust bin will not be provided.
X - That D.I.L.R.'s dertificate for ownership of s submitted before submitting B.C.C.
Y - That final level of plot will not be less than road level whichever is higher.
Z - That the permission for temp.shed if required will starting the work.

Notes : 1. That the work should not be started unles U Z are duly complied with B.C. sh objs. A I J N O P anta Insurance P

सदर प्रत माहितीचा अधिकार अधिनियम २००५ अंतर्गत देण्यात आली आहे.
Issued Under RTI ACT 2005

A.O (RTI) BP-WS II

( ) 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

( ) 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 8 day of 11 1975, but not so as to contravene any of the provisions of the said Act, as amended as above and or any rule, regulation 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. Wards

"This L.O.D. is issued Subject to the [illegible] Use of Land (Ceiling and Regulation) Act 1976

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 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 (150 cms.) of such building."

"(c) Not less than 92 ft. ( ) metres 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 is required to give notice of erection of a new building or occupation of a building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Non-compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises is liable to be revised under Section 167 of the Act from the earliest possible date in the current year in which completion or occupation is detected by the Assessor and Collector's Department.

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

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

Two more copy of the block plan should be submitted for the Collector, Bombay Suburban District.

The 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-agriculture assessment shall be paid at the rate that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Your attention is drawn to the notes Accompanying this Intimation of Disapproval.

No. EB/CE/ 2679 /BS II /A/ R

NOTES

(1) The work should not be started unless objections are complied with.

(2) A certified set of latest approved plans shall be displayed on site at the time of 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 & 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 from wells 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 foot-paths or public street by the owner/architect/their contractors, etc., without obtaining prior permission from the Ward Officer of the area.

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

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

(10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces and dimension.

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

(12) All the terms and conditions of the approved layout/sub-division under No of should be adhered to and complied with.

(13) No Building/Drainage Completion Certificate will be accepted nor 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 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(*h*)(*H*) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347(1)(*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 sanction will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional & Town Planning Act, 1966, (12 of the Town Planning Act.), will be withdrawn.

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

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

(*ii*) Specifically signed agreement between you and the existing tenants that they are willing to avail of the alternative accommodation in the proposed structure at standard rent.

(*iii*) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.

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

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

(24) The bottom of the over head storage tank above the finished level of the terrace shall not be 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 Bombay, as required in Section 381A of the Municipal Corporation Act.

(30) All gully traps and open channel drains shall be provided with tight fitting mosquito proof covers made of wrought iron plates on hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap cover, in one piece, with locking arrangement provided with a bolt and nuts screwed on tightly serving the purpose of a lock and the warning pipes of the cisterns protected 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 shall 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 Byelw 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.

9.11.22
5 (-13)(1)

Executive Engineer, Building Proposals
Bldgs. Proposal Zone II K Ward.

Asst. Engineer

This I.O. [illegible] Subject
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to the [illegible] 76
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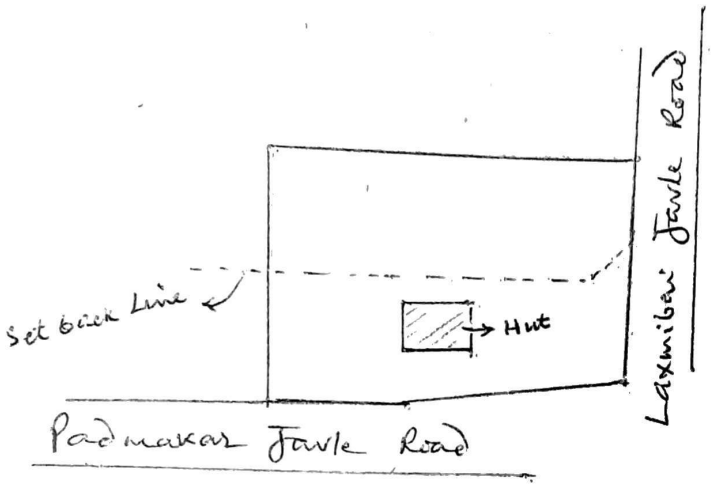
सदर प्रत माहितीचा अधिकार
अधिनियम २००५ अंतर्गत
देण्यात आली आहे.
Issued Under
RTI ACT 2005

A.O (RTI) BP-WS II

Received
9/11/22

PLAN OF S.NO. 32. H NO. 1/9 OF VILLAGE DAHISAR



N

Scale 1" = 40'

~~Area~~

Builtup – 13 sq/mts
Open – 487 —"—
Total 500 —"—

15/7/1977