

HCS
Durgesh Patil

1st
Age

Cust Name : Geeta Sharma

AGREEMENT FOR ALLOTMENT OF FLAT

Article of agreement made this 17th March 2007 by and between :-

(A) **CHARKOP, SHREE SAI CO-OP. HSG. SOC. LTD.**, a Co-operative Society registered under the Co-operative Societies Act., having its registered office at Plot No. RSC - 25, part IV, Charkop - 41, MHADA, Layout, Kandivali (W), Mumbai, hereinafter referred to us "THE SOCIETY" [which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and assigns] of the ONE PART and;

(B) 1) Mr. Shailesh Ramdas Dagle AND

2) Mr. Ramdas Manik Dagle of Mumbai

inhabitant residing at, 157/1255, Motilal Nagar No. 1,

Road No. 4, Goregaon (W), Mumbai - 400104,

hereinafter referred to as "THE ALLOTES" [which expression shall unless

repugnant to the context or meaning thereof, be deemed to include his/her

administrators and permitted assigns] of the OTHER PART;

Rupees One Hundred Only
I.C.I.C.I. Bank Ltd. Krystal Building
Water-Field Road, Bandra (West),
Mumbai-400050.
Saurabh Bhauwala
Officer
POST OFFICE
REGISTRATION
MUMBAI
2004/2408-11

INDIA
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120805
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Special
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Dagle

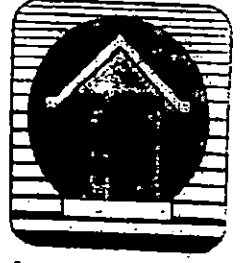
KCN
Dagle

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Dagle

(12)

साई गृहनिर्माण व क्षेत्रविकास मंडळ
(महाडाचा घटक)
MUMBAI HOUSING AND
AREA DEVELOPMENT BOARD
(MHADA UNIT)

महाडा
MHADA



जा.क्र./मुं.मं./उमुअ. (डब्ल्यु) / १०८ / २००८
दिनांक :- १५/१०/०८

प्रति,
सचिव,

चारकोप श्री साई सहकारी गृहनिर्माण संस्था (मर्यादित)
भुखंड क्र. - ८, आर एस सी - २५,
सेक्टर - ८, चारकोप, कांदिवली (प), मुंबई - ४०० ०६७.

विषय :- योजना कोड क्र. १२५ अ/१२, भुखंड क्रमांक ८, आर एस सी - २५, येथील चारकोप श्री साई सहकारी संस्थेतील अधिकृत सभासदाचा राजीनामा स्विकारण्यास व त्यांचे रिक्त जागी नविन सभासदास संस्थेमध्ये समाविष्ट करून घेण्यास परवानगी देण्याबाबत.

संदर्भ :- या कार्यालयाचे पत्र क्र. ३८४ दिनांक. ११.०१.२००८.

महोदय,

वरील विषयी संदर्भाधीन पत्रान्वये कळविल्याप्रमाणे संस्थेने सभासद बदलाव शुल्क रुपये ७०,०००/- (रु. सत्तर हजार फक्त) चा भरणा पावती क्रमांक. ३३ ०८० दिनांक ११.०१.२००८ रोजी कार्यालयामध्ये केलेला असल्यामुळे संस्थेने शिफारस केल्याप्रमाणे खालील सभासदाचा राजीनामा स्विकारण्यास, संस्थेस परवानगी देण्यात येत आहे.

१) श्री. हर्षद जे. पंड्या

२) श्री. प्रकाराजी हेडगेकर

संस्थेला वरीलप्रमाणे राजीनामा स्विकारण्यास परवानगी देण्यात आल्यामुळे विलंबित रिक्त जागी संस्थेने शिफारस केल्याप्रमाणे खालील सभासदास समाविष्ट करून घेण्यास परवानगी देण्यात येत आहे.

१) श्री. जैलेश रामदास इंगळे

२) श्री. आनंद



आपला विश्वास

उपमुख्य अधिकारी (डब्ल्यु)

मुंबई मंडळ.

बदर-१२/	
११२०६	१४
२०१०	



भारतीय स्टेट बैंक
State Bank of India

Kandivli Industrial Estate Branch,
Govt. Indl. Estate, Plot No.11/AB,
Kandivli West, Mumbai-400067.

Tel:42452424 Fax:42452422/42452477 Email:sbi.00566@sbi.co.in Br Code:00566

KIE/PBD/527
Date:25.08.2020

TO WHOM SO EVER IT MAY CONCERN

We confirm that the Home Loan Account Number 35974911642 pertains to Mr. Rajdeep Mohan Prabhu and Pooja Rajdeep Prabhu has been closed on 25.08.2020. Now we have NODUES with this particular account. Hence certified.


Chief Manager



WHEREAS:

Handwritten: B.S. 06, 21/02/96, J.N.
a) By and Allotment letter dated 08/02/1996, issues by Maharashtra Housing and Area development Authority, hereinafter referred to as "the said Authority" and Charkop Shree Sai Co-op. Hsg. Soc. The said Authority allotted to the said Society, a plot of land adm 1399.86 Sq. mtrs or thereabout consisting of Plot No.8, RSC.-25, Part IV, Charkop - 41, MHADA, Layout, Kandivali (W), Mumbai. Being part of the Authority's land in the registration sub-district of Bombay Suburban District (hereinafter referred to as "the said property").

b) By an agreement between the Charkop Shree Sai Co-operative Hgs. Soc. Limited and Madhu enterprises, hereinafter referred to as "the said Developers", the society have appointed the developers to finance the said projects and also to carry out the construction of the aid new building on the said property.

c) The Society has got the plans prepare by Shri Chandan Kelekar, Architect for the constructing of building of part stilt; part ground, plus Seven upper floors hereinafter referred to as "the said building". The society has also received I.O.D./C.C. from the Municipal Corporation of Greater Bombay.

d) The Allottees have seen the plans as prepared by the Architect of the Society and the Allottees are aware that the Society may change the said building plans from time to time and/or as may be required by the Municipal Corporation of Greater Bombay and or all other concerned authorities while giving the approval to the same and /or at any time and from time to time thereafter.

e) The Allottees have agreed thereafter that the society shall be entitled to change the building plans, accordingly, and the Society shall also be entitled to construct additional structures on the said building site and/or to put up additional floors on the said building.

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Handwritten: B.S. 06, 21/02/96

f) At the request of the Allottees, subject to the Allottees's paying their contribution as mentioned hereunder, the Society agreed to allot provisionally a Flat bearing No. 704 on 7th floor in 'B' Wing of the said building, which is under construction on the said property, hereinafter referred to as "the said premises"

g) the Allottees are members / proposed members of the society and this allotment is incidental to their holding shares of the Society.

h) The Society and the Allottees have agreed to execute this Agreement for Allotment.

NOW IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. Upon the Allottees agreeing & undertaking to comply with the Eligibility terms and conditions of MHADA, the Society do hereby agree to allot provisionally a Flat bearing No. 704 on 7th Floor No 'B' Wing of the said building, which is under construction on the said property, hereinafter referred to as "the said premises". The plans for the said premises are hereto annexed as Exhibits "A". the copies of IOD and CC received by the society from the M.C.G.M. are have to annexed as Exhibits "B" and Exhibits "C" respectively.

2. In consideration of above allotment of the said premises, the Allottees hereby agree to pay by way of their contribution, a sum of Rs. 16,25,000/- (Rupees Sixteen lac Twenty five Thousand Only) exclusive of proportionate contribution towards stamp duty to the society in the following manner

(time being the essence):

- | | | |
|-----|-------------|--------------------------|
| (a) | 3,25,000/- | On Execution hereof |
| (b) | 12,50,000/- | On or before 31.03.2007. |
| (c) | | On or before |
| (d) | | On or before |
| (e) | | On or before |

KCN

KCN

[Signature]

(f)		On or before	
(g)	50,000/-	On Possession	<i>Breda. Mangoch</i>
	<u>1625,000/-</u>	TOTAL	<i>X K C N</i>

3. It is hereby agreed that as per Agreement executed by the said Society with the Developers, Madhu Enterprises, the said Society have authorized Madhu enterprises, to receive the contribution directly from the Allottees. The Allottees hereby agrees to and shall pay his contribution in installments as per Clause (2) directly to Madhu enterprises or to the society as the Allottees may desire.

4. If the Allottees commit default in payment of any of the aforesaid installments of their contribution on its respective due dates (time in this regard being the essence of the contract) and/or observing and performing any of the terms and conditions of this Agreement, the Society shall be at liberty to terminate this Agreement without notice, in which event the said Earnest Money Deposit paid by the Allottees to the Society shall stand forfeited. Without prejudice to the above, the Society may, on such termination, refund to the Allottees any amount, which may have been paid till then, by way of installment or otherwise. The Society, on the termination of this Agreement as aforesaid, shall be at Society may deem fit and the Allottees shall not be entitled to question or object to such allotment or claim any amount by way of damages or otherwise howsoever from the Society.

5. Without prejudice to the Society's other rights under this Agreement and/or in law, the Allottees shall be liable, at the option of the Society, to pay to the Society, interest at the rate of 21% per annum on all the amounts remain unpaid for seven days or more after becoming due.

X K C N

Breda Mangoch

6. The possession of the said premises shall be given by the Developers/Society to the Allottees on or before 10th April 07, subject to the availability of cement, steel, water and other building material and subject to strikes, civil commotion or any Act of God such as earth quake, flood or any other natural calamity and acts or other causes beyond the control of the Developers/Society. If the Developers/Society fails to give possession of the said premises on the aforesaid date and/or such further date as may be mutually extending then it shall be at the option of the Allottees to terminate this Agreement in which event the Developers/Society shall forthwith, on demand, refund to the Allottees all the moneys paid by the allottees to the Developers/Society herein together simple interest at the rate of 9% per annum from the date of the receipt of the respective amounts by the Developers/Society and until such land together with construction, if any, thereon to the extend of the amounts due to the Allottees.

7. The Allottees shall be finally allotted the said premises on their making payment of the entire consideration payable under this Agreement pending such the Allottees shall not have any claim whatsoever in respect of the said premises hereby agreed to be allotted and the same always belong to the said society.

8. On receipt of the occupation certificate from the Municipal Corporation of Greater Bombay, the Allottees shall be liable to pay all outgoing including municipal taxed and rates in respects of the said premises

9. Nothing contained in these presents is intended to be nor shall it be construed to be a grant or demise or assignment in law of the said premises or of the said land or any part thereof or of the said building being contracted thereon or any part thereof.

10. The Allottees shall at the time of taking possession of the flat from the Developer, deposit with the said Society the following amounts:

- a) Rs. 351/- application money/share money,
- b) Rs. 6900/- deposit for proportionate share of outgoing.

ICCN

[Handwritten signature]

ICCN

[Handwritten signature]

c) Deposit for proportionate share of water meter/electric meter as may be decided .

11. All notices to be served on and intimation to be given to the Allottees under the provisions of this Agreement shall be deemed to have been duly served and/or intimated if sent to the Allottees under certificate of posting at her address mentioned below:

12. The Society shall have the first lien and charge on the said premises agreed to be acquired by the Allottee in respect of any amount due and payable by the Allottees under the terms and conditions of this Agreement.

13. The Allottees shall permit the Society and their servants and agents with or without workmen and other persons at all reasonable times, to enter into and upon the said premises or any part thereof to view and examine the state and conditions thereof and to make good within 3 months after giving a written notice of defects, decay and want of repair, which shall be given by the Society to the Flat holder for the purpose of repairing any part of the building and cleaning, lighting and keeping in services, drains, pipes, cables, water courses, gutters, wiring parties walls, or structures, or other conveniences belonging to, or provided or use for the said building and also for the purposes of laying maintaining, repairing and testing drainage and water pipes and electric wires and cables and for similar other purposes contemplated by this agreement.

14. In case the Allottees have not taken membership in the society, the Allottees hereby undertake to become the member of the society within two months on execution hereof..

15. All out of pocket cost, charges and expenses including stamp duties, registration charges of the agreement and also the proportionate the stamp duty and registration charges in respect of the documents, which had already been executed in future in respect if the said land and/or the building standing thereof, organization charges and other expenses in connection with the preparation and execution of the documents be borne

X IC CN

Singh
Rajendra

Shares and paid by all the Allottees in the said building including the Allottees in the proportion to the respective premises agree to be acquire by them. The such proportionate charges and/or share shall be determined by the said society.

16. The Stamp duty and registration charges of and incidentals of this agreement (if any) Mhada transfer shall be borne and paid by the Allottees alone.

17. The Developers have, at the request of the said society and Allottees, put their signature at the footnote hereof by way of confirmation.

IN WITNESS WHEREOF, the parties hereto hereunto set and subscribe their respective hands and seal the day and the year First hereinabove written.

THE FIRST SCHEDULE REFERRED TO

Flat No. 704 on the 7th Floor in "B" wing of building known as Charkop Shree Sai measuring 575 sq.ft. super built up area situate at Plot No.8, RSC.-25, Part IV, Charkop- 41, MHADA, Layout, Kandivali (W), Mumbai, within the registration sub-district of Bombay Suburban District.

SIGNED SEALED AND DELIVERED BY
MRS. KIRAN C. NAGPAL
SECRETARY

Of the Managing Committee of the said
Society who have hereunto affixed his
signature in the presence of.
Shri.....

SIGNED, SEALED AND DELIVED by
By the within named "ALLOTTEES"

1) Mr. Shailesh Ramdas Dngale .

2) Mr. Ramdas Manik Dngale .

In the presence of.....

WE CONFIRM.

MADHU ENTERPRISES

A. C. Nagpal
PROPRIETOR

For) CHARKOP SHREE SAID CO-OP HSG SOC. LTD.

) KCNTH
CHAIRMAN SECRETARY TREASURER.

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ANNEXURE-A

AMENITIES

1. WALL TO WALL VITRIFIED FLOORING.
2. MULTI UTILITY CONCEALED ELECTRICAL POINTS
3. CABLE T. V. AND TELEPHONE POINTS IN ALL FLATS.
4. PREMIUM RANGE OBD ON ALL INTERNAL WALLS
5. GRADE I QUALITY ANODIZED SLIDING WINDWOS.
6. IMPORTED CERAMIC TILES IN BATHROOMS, KITCHENS.
7. CONCEALED PLUMBING WITH FANCY SANITARY WARE AND FITTINGS.
8. ELEGANTLY DESIGNED ENTRANCE LOBBY
9. ELEVATORS OF REPUTED MAKE
10. CHEQUERED FLOOR TILES IN COMPOUND
11. SECURITY SYSTEM WITH INTER FLAT COMMUNICATION FACILITY.
12. AESTHICALY DESIGNED BUILDING ELEVATION COATED WITH SANDTEX MATT PAINTS.
13. ELUMINATED FRONT FAÇADE WITH EXCLUSIVE FIXTURES AND INTERICATLY DESIGNED ENTRANCE GATE.

A I C N -
B. S. S.
R. M. S.

RECEIPT

RECEIVED with thanks from the within named Allottee, a sum of Rs. 3,25,000/-

(Rupees Three Lacs Twenty Five Thousand Only) Wide Cheque No. 769421 drawn on

The Saraswati Co-op
Ltd. Charkop dtd. 01/04/07 towards execution of the agreement of flat
no. B-704. CHARKOP SHREE SAI CHS. LTD.

Rs. 3,25,000/-

WE SAY RECEIVED.

For Charkop Shree Sai Co-operative Hsg. Ltd.

For CHARKOP SHREE SAI CO-OP. HSG. SOC. LTD.

CHAIRMAN



TREASURER.

Plan of the
M. Eng. Bldg. Prop. (W/S) P. & R. Wm.
Dr. Babasaheb Ambedkar Market Bldg.

Original

EXHIBIT "A"



ENT. GATE

90 FEET WIDE ROAD.

ENT. GATE

SHREE SAI CO-OP. HOUS. SOC. LTD.

TREASURER'S WING
(1ST TO 5TH)

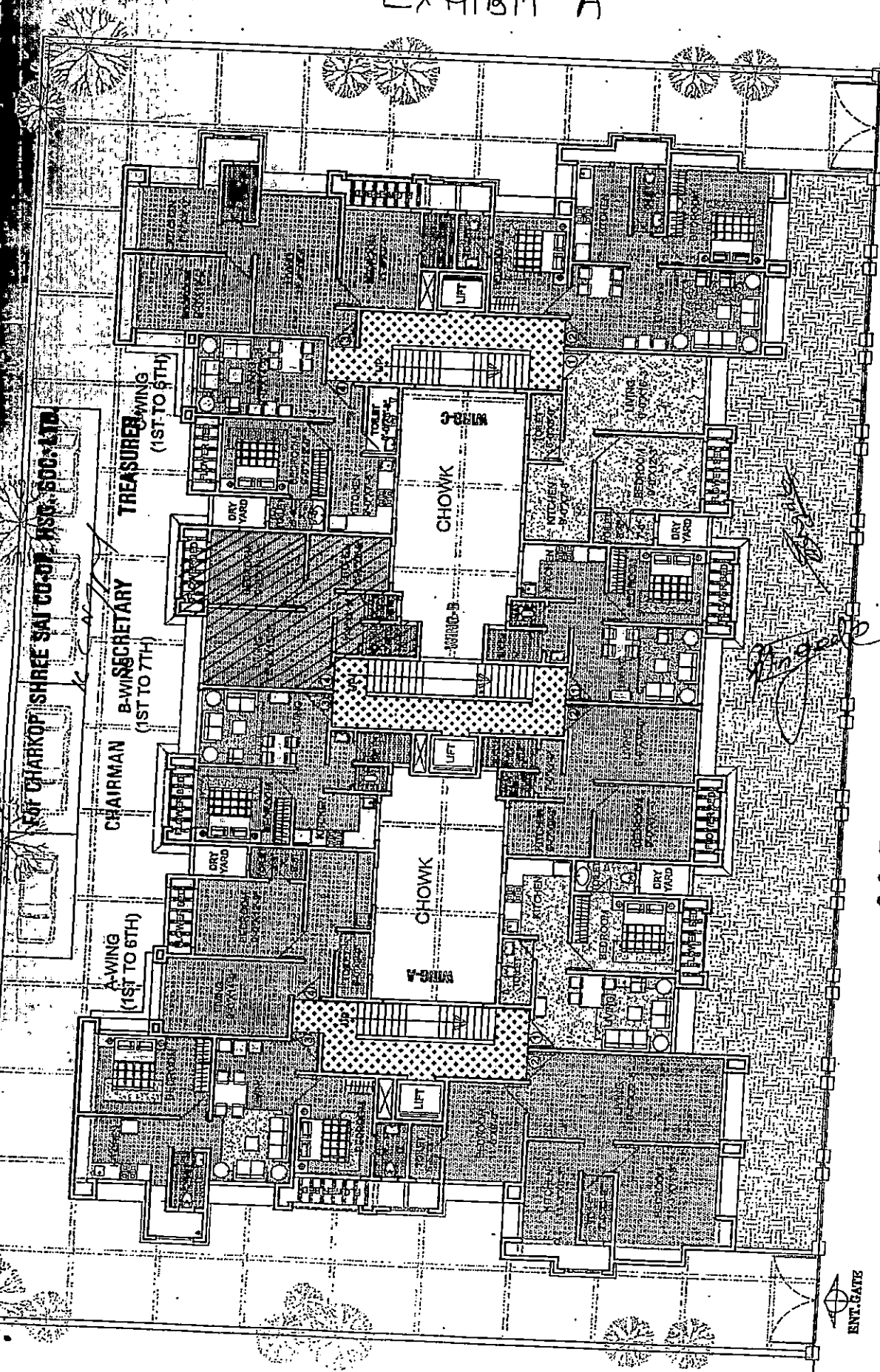
CHAIRMAN
B-WING
(1ST TO 7TH)

A-WING
(1ST TO 6TH)

CHOWK

CHOWK

CHOWK



Office of the
M. Eng. Bldg. Insp. (W/S) P. & L. Ward
Dr. Babasaheb Ambedkar Market Bldg.
Kandivali (West), Mumbai - 400 060

Original 1

BRIHANMUMBAI MAHANAGARPALIKA
NO. CHE/A-3437/BP(WS)/AR OF

TO:

15 JUL 2005

Shri Chandan Ketekar
Architect

Subject: Proposed residential bldg. on plot No. B-1, RSC-25, MHADA Layout, Sai No. 547, Charkop, Kandivali (West), Mumbai for Charkop Shree Sai Co.Op. Hsg. Soc. Ltd.

Reference: Your letter dated 28/06/2005

Sir,

There is no objection to carry out the work as per the amended plans submitted by you vide your letter under reference subject to the following conditions:-

- 1) That all the objections of this office Intimation of Disapproval under even No. 28/06/2004 shall be applicable & should be complied with.
- 2) That all the changes proposed shall be shown on the canvas plans to be submitted at the time of Building Completion Certificate.
- 3) That the revised R.C.C. design and calculation should be submitted before C.C.
- 4) That the revised drainage approval shall be submitted before C.C.
- 5) That the extra water and sewerage charges shall be paid before C.C.
- 6) That the revised N.O.C. from H.E. shall be submitted.
- 7) That the Development Charges shall be paid before C.C.
- 8) That the provisions of Rain Water Harvesting as per the design prepared by the approved consultant in the field shall be made to the satisfaction of the Municipal Commissioner while developing the plots having area more than 1000.00 sq.mtrs.
- 9) That the Bore Well shall be constructed in consultation with H.E. before requesting for C.C.

10) That the P.C.O. Charges shall be paid to Insecticide Officer before requesting for C.C. for providing treatment at construction site to prevent epidemics like Dengue, Malaria etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall be made as and when required by Insecticide officer for Inspection of water tanks by providing safe and stable ladder etc. and requirements as communicated by the Insecticide Officer shall be complied with.

One set of certified plan is returned herewith as a token of approval.

Yours faithfully,

Encl: 1 set of apprd. plan

P. M. M. IS/11
for Ex. Engineer Bldg. Prop. (W.S.)
Wards.

TRUE COPY

P. Kalekar
SPACE MOULDERS
28/2229, Motilal Nagar-1,
Goregaon (West),
Mumbai - 400 104.

Form 346
88

OFFICE OF THE
EX. L. ... PROPL. (W.S.) R & P. WARD
DI. CA. ... JAMBEDKAR MARKET BLDG
MUMBAI 400 067
IN REPLYING PLEASE QUOTE NO. ...
and date of this letter.

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

No. E.B./CE/ **4-3497** BS/A

of 200 - 200

12 8 JUN 2004

MEMORANDUM

Municipal Office,
Mumbai200

SHREE BAI CO. CO. ENG. LTD., OWNER,

With reference to your Notice, letter No. 337 dated 20/4/ 2004 and delivered on 200 and the plans, Sections Specifications and Description and further particulars and details of your buildings at Proposed Bldg. on Plot No. 2, 200-11, MADA, Laxmi, Charkop, S.B. 41, Kandivli (West). furnished to me under your letter, dated 200..... I have to inform you that I cannot approval 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 upto date, my disapproval by thereof reasons :-

A - CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK/BEFORE PLINTH C.C.

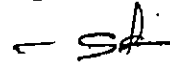
1. That the C.C. under Sec. 44\69(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Reg.No.38(27)
3. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled, consolidated and sloped towards road side, before starting the work.
4. That the Structural Engineer will not be appointed, supervision memo as per Appendix XI (Regulation 5(3)(ix) will not be submitted by him.
5. That the structural design including provision of seismic/wind load and or calculations and for the proposed work and for existing building showing adequacy TRUE COPY up additional load shall not be submitted before C.C.

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

() That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the day of 29/6/2005, but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

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


Executive Engineer, Building Proposals,
Zone, Words.

SPECIAL INSTRUCTIONS

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

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

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

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

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

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

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

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion 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 submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

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

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

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

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

28 JUN 2004

3

That the sanitary arrangement for workers shall not be proved as per Munl. Specifications, and drainage layout will not be submitted before C.C.

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

8. That the requirements of N.O.C. of E.E.(S.W.D.) will not be obtained and the requisition will not be complied with before occupation certificate / B.C.C.

9. That the qualified/registered site supervisor through Architects / Structural Engineer will not be appointed before applying for C.C.

10. That extra water and sewerage charges will not be paid to A.E.W.W.R./South Ward before C.C.

11. That the N.O.C. from A.A.& C. (R/South) shall not be submitted before requesting for C.C. and final N.O.C. shall not be submitted before requesting for occupation / B.C.C.

12. That the N.O.C. from H.E. shall not be submitted before requesting for C.C.

13. That the copy of the application made for non-agricultural user permission shall not be submitted before requesting for C.C.

14. That the regd. u/t. from the developer to the effect that meter cabin, Stilt Portion, society office, servants toilet, part/pocket terrace shall not be misused in future shall not be submitted before requesting for C.C.

15. That the development charges as per M.R.T.P. Act (Amendment) Act shall not be paid.

16. That the C.T.S. Plan and P.R.Card area written in words through S.L.R. shall not be submitted before C.C.

17. That the provision from B.S.E.S./M.T.N.L. shall not be made.

18. That the P.C.O. Charges shall not be paid to Insecticide Officer before requesting for C.C.

19. That the separate P.R.C. for setback shall not be submitted before requesting balance F.S.I.

20. That the Janata Insurance Policy shall not be submitted before C.C.

21. That the requisitions of clause 45 & 46 of DCR 91 shall not be complied with and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.

22. That the regd. U/T. shall not be submitted for payment of difference in premium paid and calculated as per revised land rates before requesting for C.C.

23. That the building will not be designed complying requirements of all the relevant I.S. codes including I.S. Code 1893 for earthquake design, the certificate to that effect shall not be submitted from Structural Engineer.

24. That the soil investigation will not be done and report thereof will not be submitted with structural design before requesting for C.C.

25. That the N.O.C. from Tree Authority shall not be submitted and requirements therein shall not be complied with before requesting for C.C.

26. That the alternate arrangement for drinking water shall not be made for the existing tenants before demolishing the existing overhead water storage tank before C.C.

27. That the plot shall not be got demarcated from C.T. Survey Dept./D.I.L.R./MHADA Authority before requesting for plinth C.C.

B CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.

1. That the plinth/stilt height shall not be got checked by this office staff.

2. That the water connection for construction purposes will not be taken before C.C.

3. That the plan for Architectural elevation and projection beyond proposed building line will not be submitted and got approved before C.C.

4. That the permission for constructing temporary structure of any nature shall not be obtained.

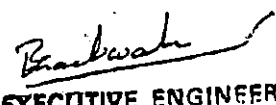
5. That the Compound wall shall not be constructed before requesting further C.C.

C- GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C.

1. That the conditions of MHADA lease agreement / Govt. order u/no. _____ dt. _____ shall not be complied with and compliance of conditions mentioned therein shall not be submitted before submission of B.C.C.

2. That the dust bin will not be provided as per C.E.'s Circular No. CE/9297/II of 26.6.1978.

THIS I.O.D. /C.C. IS ISSUED SUBJECT
TO THE PROVISIONS OF URBAN LAND
CEILING AND REGULATIONS ACT 1978


EXECUTIVE ENGINEER.

28 JUN 2004

4. That 3.05 mt. wide paved pathway upto staircase will not be provided.
5. That the surrounding open spaces, parking spaces and terrace will not be kept open.
6. That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at a prominent place before O.C.C./B.C.C.
7. That carriage entrance shall not be provided before starting the work.
8. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
9. That the non-agricultural permission/ revised N.A. shall not be submitted before occupation.
10. That terraces, sanitary blocks, nahanis in kitchen will not be made Water proof and same will not be provided by method of ponding and all sanitary connections will not be leak proof and smoke test will not be done in presence of municipal staff.
11. That final N.O.C. from H.E. (Deptt.) / E.E. (S.W.D.) shall not be submitted before occupation.
12. That final N.O.C. from A.A. & C. R/South shall not be submitted before occupation.
13. That Structural Engineers laminated final Stability Certificate along with upto date Licence copy and R.C.C. design canvas plan shall not be submitted.
14. That the debris shall not be removed before submitting B.C.C.
15. That canvas mounted plans shall not be submitted along with Notice of Completion of work u/sec. 353A of M.M.C. Act for work completed on site.
16. That every part of the building constructed and more particularly O.H. tank will not be provided with proper access for staff of P.C.O. office with a provision of safe and stable ladder.
17. That Site Supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed format.
18. That the list of additional members of Non-Residential users shall not be added in list of society members and certificate from MHADA in that effect shall not be submitted.
19. That some of the drains shall not be laid internally with C.I. Pipes.

19. That in case of Govt./MHADA layout the regd u/t. shall not be submitted stating that the shortfall in area of P.R.C. shall be set right by availing additional area from MHADA Authority or by demolishing the excess area.

20. That the Vermiculture bins for disposal of Wet Waste as per the design and specifications of organisations/individuals specialised in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M., shall not be provided to the satisfaction of Municipal Commissioner.

D - CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.

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

THIS I.O.D. NO. IS ISSUED SUBJECT
TO THE PROVISIONS OF URBAN LAND
CEILING ACT 1978

B. Bhatnagar
28/06/04
EXECUTIVE ENGINEER.
BUILDING DEPT.

C:\O\I\A-3437\SG

No. EB/CE/A 3437 /BSP / WS

IA/R 2.8 JUN 201

NOTES

- (1) The work should not be started unless objections are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work at during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner/ architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. _____ of _____ should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The acces road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submition of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from abjoning holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.

- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13 (ii) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 4 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-
- Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and area in occupation of each.
 - Specifically signed agreement between you and the existing tenants that they are willing to avail of alternative accommodation in the proposed structure at standard rent.
 - Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 meter.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities; where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of a lock and the warning pipes of the ribbet pressed with screw or dome shape pieces (like a garden mari rose) with copper pipes 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 earmarked and extended 40 cms. above the top where they are to be fixed and its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 5 (b).
 (b) Lintels or Arches should be provided over Door and Window opening.
 (c) The drains should be laid as require under Section 2. 4-1 (a).
 (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.

2.8 JUN 2004

TRUE COPY
 Executive Engineer, Building Proposals
 EXECUTIVE ENGINEER,
 BUILDING PROPOSALS

For *Adhwa*

COPY TO LICENSED SURVEYOR/OWNER

6

Office of the

12. Eng. Hdg. Pres. (W/S) P. & L. W/S

BRIHANMUMBAI MAHANAGARPALIKA
Kandivalli (West), CHARKOP

MAHARASHTRA REGIONAL & TOWN PLANNING ACT, 1966 (FORM 'A')

NO. CHE/ A-3437 /BP(W/S)/AP/AR

6 AUG 2004

COMMENCEMENT CERTIFICATE

To
Secretary
Shree Sai C.H.S.L.

EXHIBIT - C

Sir,

With reference to your application No. 6377 dated. 28/4/2004 for Development Permission and grant of Commencement Certificate under Sector 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Residential Building

C.T.S. No. _____
at premises at Street RSC-25
Village Kandivalli Plot No. 8
situated at MHADA Layout, Charkop Ward R/S

The Commencement Certificate/Building Permit is granted on the following conditions:

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

The Municipal Commissioner has appointed Shree R.S. Madiwale
Assistant Engineer to exercise his power and functions of the planning Authority under Section 45 of the said Act.

This C.C. is restricted for work up to part stilt + part plinth level only

For and on behalf of Local Authority
Brihanmumbai Mahanagarpalika

8) This c.c. is now valid & further extended for wing A, B & C upto Gr (PT) + St (PT) + 4 upper floors as per approved plan dtd 28/6/2004

- 1 DEC 2004

(S) (V) (M)
A.E.B.P. CR(S)
4/12/04

9) This c.c. is now further extended for entire work i.e. wing - A & C - Gr (PT) + St (PT) + 6 and wing - B Gr (PT) + St (PT) + 7 upper floors as per approved Plans dt. 15/7/2005

25 AUG 2005

Shankar
AEBP(R/S)

TRUE COPY

Shankar

SPACE MOULDERS
281/2229, Motilal Nagar-1,
Goregaon (West),
Mumbai - 400 104.

Dated this

BETWEEN

CHARKOP SHREE SAI CO-OP. HSG. SOC. LTD.

(SOCIETY)

AND

- 1) Mr. Shailesh Ramdas Dngale.
- 2) Mr. Ramdas Manik Dngale.

(ALLOTTEE)

AGREEMENT FOR ALLOTTMENT OF FLAT