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Indra Darshan

SECTOR - 2

SHREE SWAMI SAMARTHA DEVELOPERS

19-B, SUYASH, Gokhale Road (North), Dadar, Bombay 400 028



AGREEMENT OF ALLOTMENT



FLAT/PARKING-SPACE NO. 306 ON 3rd FLOOR IN BLDG
NO. 15 ON SUB PLOT NO. 13 SHREE SWAMI SAMARTHA PRASANNA
OSHIWARA EAST UNIT NO. 13 CO-OPERATIVE HOUSING SOCIETY LTD.,
SURVEY NO. 41 (PART) C.T.S. NO. 1/215 (PART) OF
VILLAGE OSHIWARA, WARD K-WEST, ANDHERI (WEST), MUMBAI-400 053.

BY HAND
Rs 103,150/-
Repts 9
10-10-2000

Rs One Lakh Three Thousand One Hundred and Fifty Only

GENERAL STAMP OFFICE
EXTENDED SALES COUNTER
MIMROA BLDG BANDRA (E)
MUMBAI - 400 051
MAILING: 00700

INDIA
281993
MAHARASHTRA
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HKT
SERIAL
4511100
SPECIAL ADHESIVE

THIS AGREEMENT is made at Bombay this 17th day of October 2000 BETWEEN SHREE SWAMI SAMARTHA PRASANNA OSHIWARA EAST Unit No. 13 CO-OPERATIVE HOUSING SOCIETY LTD. a Co-operative Housing Society, registered under the provisions of Maharashtra Co-operative Societies Act, 1960 under registration No. BOM/W--K/W/HSG/TC/9021/95-96 dated 9-5-1995 having its office at 11-A, Suyash, Gokhale Road (North), Dadar, Bombay 400 028 hereinafter referred to as "THE SOCIETY" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the ONE PART AND SHREE SWAMI SAMARTHA DEVELOPERS, a partnership firm registered under the provisions of Indian Partnership Act, 1932, carrying on its business at 19-B, SUYASH, Gokhale Road (North), Dadar, Bombay 400 028,

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hereinafter referred to as "THE COLLABORATOR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include partner or partners for the time being of the said firm, the survivor or survivors of them and his/her/their heirs, executors, administrators and assigns) of the SECOND PART AND SHRI VIR VIKRAM BHATIA

of Bombay, Indian Inhabitant, residing at 0-504, Tarapore Tower, Oshiwara, Andheri (west), Mumbai-400053

hereinafter referred to as "THE ALLOTTEE" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and permitted assigns) of the THIRD PART.

WHEREAS

- (i) The Society has come about as a sub-division of Shree Swami Samartha Prasanna Oshiwara East Co-operative Housing Society Ltd. registered under No. BOM/K-West/HSG/(T.C.)/1563/1984-85 (hereinafter referred to as "the Mother Society"). By virtue of a scheme under provision of Section 17 of the Maharashtra Co-operative Societies Act, 1960 (hereinafter called "the said Act") vide order dated 9th May, 1995 bearing No. BOM/KW/HSG/SSSPOE/Partition/924-1995 passed by the Deputy Registrar Co-operative Societies (K-West Ward) Bombay, the Mother Society has been split in 14 new societies, one of them being the Society herein;
- (ii) The Mother Society, prior to it being split-up, was owner of larger piece of land admeasuring 1,04,348.864 sq. mtrs. equivalent to 1,24,801.241 sq. yards being C. T. S. No. 1 (part) and Survey No. 41 (part) at Village Oshiwara, Taluka Andheri, more particularly described in the First Schedule hereunder written (hereinafter referred to as the "Larger Property") :
- (iii) Prior to the split up of the Mother Society, the Collaborator herein had been negotiating with the Mother Society, to be appointed as the sole selling agent in respect of the flats in the buildings to be constructed on the larger property. In anticipation of the said negotiations being fructified into an Agreement, on _____, the Collaborators have agreed to allot to _____

(hereinafter referred to as "the Original Allottee"), a flat in the buildings to be constructed on the larger property. In this regard a Letter of Allotment bearing No. _____ dated _____ has been executed by the collaborators in favour of the Original Allottee;
- (iv) The Mother Society, by two Agreements dated 11th May, 1982 and 11th October, 1989 had entrusted, for the larger property,

the work of laying out of internal roads, drains, electrical cable up to each building site defined below (hereinafter referred to as "Infrastructural Development") to Samartha Development Corporation;

- (v) The Mother Society had got sanctioned from the Bombay Municipal Corporation, lay out, vide order dated 20th May, 1994 bearing No. CE/1450/BSII/LOKWN in respect of the Larger Property (which has been amended by an order dated 18th December, 1995) whereby provisions are made for gardens, internal roads and buildings. One building site being part of the lay-out admeasuring 10,376.299 sq. mtrs. is more particularly described in the Second Schedule hereunder written (hereinafter referred to as the "said property");
- (vi) By virtue of the scheme sanctioned vide order dated 9th May, 1995 of the Deputy Registrar Co-op. Societies, the said property now belongs to the Society. However, under the terms of the scheme, the Society along with 13 other Societies (which came out consequent on division of the Mother Society) continue to be bound by the Agreements dated 11th May, 1982 and 11th October, 1989 with the said Samartha Development Corporation and therefore the development of the infrastructure of the entire layout up to the said property shall be provided by the said Samartha Development Corporation;
- (vii) The Bombay Municipal Corporation has sanctioned the plans and issued I. O. Ds, and Commencement Certificates, the particulars of which are set out hereafter in respect of the buildings to be constructed on the said property.

Bldg. No.	File No.	Date of I. O. Ds.	Date of Commencement Certificates
12	CE/5593/WS/AK	01-02-1995	15-02-1995
13	CE/5380/WS/AK	20-01-1995	01-02-1995
14	CE/5381/WS/AK	20-01-1995	31-01-1995
15	CE/5382/WS/AK	23-01-1995	01-02-1995

Annx. 'A' Hereto annexed and marked as Annexure 'A' are the copies of the said I. O. Ds and Commencement Certificates;

(viii) By a Letter of Transfer dated _____, all the rights and benefits of the Original Allottee under the said Letter of Allotment dated _____ stood, with the consent and confirmation of the Collaborator, assigned and transferred in favour of the Allottee herein. In these circumstances the Allottee herein became entitled to all the rights and benefits under the said Letter of Allotment dated _____;

(viii) (A) By a letter dated _____ the Original Allottee surrendered all his/her/their rights and benefits unto the Collaborator who by a letter of Allotment dated _____ allotted the Flat to Shri/Smt. _____ the allottee herein on terms and conditions mentioned therein.

(viii) (B) By a letter dated _____ the Original Allottee surrendered all his/her/their rights and benefits unto the Collaborator who by a letter of Allotment dated _____ allotted the Flat to Shri/Smt. _____

on terms and conditions mentioned therein. However the said Shri/Smt. _____

by his/her/their letter dated _____ requested the Collaborator to cancel his/her/their allotment for the said Flat which was effected by the Collaborator. The Collaborator by their letter dated _____ had allotted the said flat to the Allottee herein.

(ix) By an Agreement dated 7th March, 1996 (hereinafter referred to as "the Contractor's Agreement") made between the Society of the One Part and the said Samartha Development Corporation of the Other Part, the Society has appointed the said Samartha Development Corporation, as its Contractor for construction of the buildings on the said property in accordance with the said plans;

(x) By another Agreement dated 11th March, 1996 (hereinafter referred to as "Collaborator's Agreement") made between the Society of the One Part and the Collaborator of the Other Part, in consideration of the Collaborator providing the finance for the buildings, the Society has appointed the Collaborator as its Agent for allotment of flats of saleable area of 2,48,500 sq. ft. (as defined therein) and hereinafter referred to as "the Project" in the buildings being constructed on the said property;

Annx. 'B'

(xi) The copy of the 7 x 12 extract interalia in respect of the said property is annexed hereto and marked as Annexure 'B';

(xii) In these circumstances, the Society ^{has been} ~~is~~ constructing buildings on the said property and the Collaborator is entitled to allot, on ownership basis, flats of saleable area of 2,48,500 sq. ft. (as defined in the Collaborator's Agreement) being the Project in the buildings known as "INDRA DARSHAN SECTOR -- II" ~~being~~ constructed on the said property and such flat allottee shall in terms of this agreement be admitted as member of the Society;

(xiii) At the instructions of the Society, M/s. Mahimtura & Co., Advocates & Solicitors, have investigated the title of the Society in respect of the said property and the authority of the Collaborator to allot the flats admeasuring 1,98,650 sq. feet, being the Project, in the buildings to be constructed thereon. The said Advocates & Solicitors, by their title certificate dated 12th March, 1996 opined that the title of the Society to the said property is marketable and Society is authorised to develop the said property and further, that the Collaborator is entitled to sell and dispose of the flats of saleable area of 2,48,500 sq. ft. being the Project in the buildings being constructed thereon. The copy of the said title certificate is also annexed hereto marked as Annexure "C";

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- (xiv) The present layout and building plans, got sanctioned, may be required to be amended from time to time by the Society. The Allottee has entered into the present Agreement knowing fully well that the scheme of development proposed to be carried out by the Society on the said property may take a very long time. Therefore the Society may require to amend, from time to time, the layout and building plans and the Allottee has no objection to making such amendments;
- (xv) The Collaborator has confirmed that the Allottee shall, in accordance with ~~the said Letter of Allotment dated _____, and Letter of Transfer dated _____, and in accordance with this~~ Agreement, be allotted Flat No. 306 admeasuring 715 sq. ft. (super built-up) on the 3rd floor in the building No. 15 being constructed on the said property;
- (xvi) The Society shall, in terms of this Agreement, admit the Allottee as member of the Society;
- (xvii) The Allottee has demanded from the Society and the Society has given inspection to the Allottee of all documents of title and other deeds, documents and writings relating to the said property including the plans, designs and specifications prepared by the Society's Architects, the Certificate of title, revenue records and such other documents as specified under the Maharashtra Ownership flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the "said M. O. F. Act") and the rules made thereunder;
- (xviii) Under Section 4 of the said M. O. F. Act, the parties are required to execute a written agreement for allotment of the said flat with the flat Allottee, being infact these presents; and also to register the said agreement under the Indian Registration Act, 1908.
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(xix) The Allottee is aware that the development of the said and the infrastructural development of the Larger shall be carried out over a long period of time and the building in which the flat hereby agreed to be all be completed and the Allottee may be permitted to flat, the Society shall admit the Allottee as member completion of the entire work of development of property and upon confirmation being issued Infrastructural Developer. This Agreement is entered the Allottee on a specific understanding that the All not insist upon being admitted as member of the Soc the development of the entire larger property includi property is completed and that such admission sha upon permission being issued by the said Development Corporation.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HER FOLLOWS :

1. The Society shall, through the said Samartha Dev Corporation, construct the buildings on the said property more particularly described in the Second Schedule hereund in accordance with the plans, designs, specifications, approv concerned local authority and which have been seen, ve approved by the Allottee with such variations and modificati Society may make from time to time.
2. The Society in course of construction hereby agrees : perform and comply with all the terms, conditions, stipula restrictions, if any, which may have been imposed by the local authorities at the time of sanction of the said plans or th
3. At the request and direction of the Collaborator, th hereby agrees to allot to the Allottee and the Allottee acquire and/or accept the allotment of flat No. 306 adr

715 sq. ft. (super built up) on the 3rd floor in the building No. 15 being constructed on the said property (hereinafter referred to as "the flat") for the price of Rs. 1072500/- (Rupees Ten Lacs Seventy Two Thousand Five Hundred only) to be paid to the Collaborator which is inclusive of the proportionate price of the common areas and facilities appurtenant to the flat (the nature, extent and description of the common areas and facilities are described in the Third Schedule hereunder written).

The said sum of Rs. 1072500/- (Rupees Ten Lacs Seventy Two Thousand Five Hundred only) shall be paid by the Allottee to the Collaborator in the following manner :-

- (a) Rs. 165000/- (Rupees ONE lakh sixty five thousand only) being the aggregate of Rs. _____ (Rupees _____ only) ^{out of which} _____ (Rupees _____ only) paid before execution of this Agreement and Rs. 25000/- (Rupees Twenty five thousand only) paid on execution of this Agreement as earnest money (the payment and receipt of which the Allottee and the Collaborator do and each of them doth hereby admit and acknowledge);
- (b) Rs. _____ (Rupees _____ only) upon completion of the plinth of the said building No. _____
- (c) Rs. _____ (Rupees _____ only) upon completion of the _____ slab of the said building No. _____
- (d) Rs. _____ (Rupees _____ only) upon completion of the _____ slab of the said building No. _____
- (e) Rs. _____ (Rupees _____ only) upon completion of the _____ slab of the building No. _____

- (f) Rs. _____ (Rupees _____
_____ only) upon completion of _____ slab of
the said building No. _____
- (g) Rs. _____ (Rupees _____
_____ only) upon completion of _____ slab of the said
building No. _____
- (h) Rs. _____ (Rupees _____
_____ only) upon completion of _____ slab of the said
building No. _____
- (i) Rs. _____ (Rupees _____
_____ only) upon completion of _____ slab of the said
building No. _____
- (j) Rs. _____ (Rupees _____
_____ only) upon completion of _____ slab of the said
building No. _____

(k) ~~Rs. 50,000/- (Rupees Fifty Thousand only)~~ ^{Rs. 9,07,500/- (Rupees nine lakh seven thousand five hundred only)} being the balance consideration to be paid by the allottee to the Collaborator within 30 days from the date of ^{execution hereof} ~~intimation and/or notice~~ by the Society and/or Collaborator that the flat is ready for occupation;

A letter of demand by the Collaborator requiring the Allottee to pay the aforesaid instalments, when made by the Collaborator, shall be sufficient proof that a particular stage of construction is complete. It is agreed that the Allottee shall thereupon accordingly pay to the Collaborator the instalment of the purchase price forthwith.

5. The Allottee confirms that he/she/they shall make the payment of the aforesaid instalments forthwith without any delay or default upon the said demand made by the Collaborator. Time for payment is of the essence of the contract. If the Allottee commits any delay or default in making payment of any of the amounts and/or instalments of any amount payable under this Agreement, the Collaborator and the Society shall, without prejudice to any other rights, interest that they may have against the Allottee, be entitled to terminate and/or put to

an end to this Agreement and on termination, the Collaborator shall forfeit the earnest money and shall refund the balance amounts paid by the Allottee without any interest. On termination of this Agreement, the Allottee shall have no right, title, interest, claim or demand or dispute of any nature whatsoever either against the Society or Collaborator or against the said flat/premises and the Collaborator shall be entitled to deal with and dispose off the said flat to any other person/s as they deem fit without any further act or consent of the Allottee.

6. It has been mutually agreed between the parties hereto that the payment terms which have been agreed hereinabove, may be modified as may be mutually agreed between them and the rate of interest in the event of delay in payment will be charged at the rate of 36% per annum to the Allottee by the Collaborator. Provided always that the agreement to accept interest is without prejudice to the right to terminate this Agreement.

7. The Allottee hereby expressly consents to the Society to re-designing any building or buildings or the recreation area or internal roads and passages, swimming pools, gardens and such other area or areas which the Society may desire to realign and re-design and the Allottee confirms that the Society will be entitled to utilize any F. S. I. which may be available on the said property or any part thereof or any adjoining property or properties as the case may be, until the entire F. S. I. available on the larger property including the said property is duly utilized by the Society and/or the Mother Society. The Society shall not, till then, be bound and shall not be called upon or be required to admit the Allottee as member of the Society till the said Samartha Development Corporation confirms and gives its written permission to admit the Allottee as member and till the entire work of Development of the said property and the larger property and construction of the buildings thereon is complete. The Allottee agrees and irrevocably consents not to have any demand or dispute or objection in that behalf.

8. It is expressly agreed that the right of the Allottee under this Agreement is only restricted to the flat agreed to be allotted by the

Society at the request of the Collaborator and agreed to be acquired by the Allottee and all the other premises and portion or portions of the said property and the larger property and its adjoining pieces of land shall be the sole property of the Society and/or mother society and/or other societies and, the Society, mother society and/or other societies shall be entitled to develop the same in the manner deemed fit by them without any reference or recourse or consent or concurrence from the Allottee in any manner whatsoever. The Allottee hereby confirms and consents to the irrevocable right of the Society to develop the said Buildings on the said property in the manner deemed fit by the Society without any further or other consent or concurrence in future.

9. It is agreed that the Society shall be entitled to construct additional wings, floors or buildings on the said property either on account of additional F. S. I. that may be available from the said property or elsewhere and/or on account of the amendment in the Development Control Rules for Bombay or otherwise.

10. The Allottee has made enquiries and is satisfied that the title of the Society to the said property described in the Second Schedule hereunder written is marketable and free from all encumbrances. The Allottee has inspected the original title certificate issued by M/s. Mahimtura & Co. The Allottee hereby undertakes not to raise any objection to the title of the Society in respect of the said property.

11. It is expressly agreed that the said building No. 15 shall (save and except garage, car parking space, area covering stilts) be of R. C. C. structure with brick and/or cement block walls finished with cement plaster and the said flat shall contain specifications, fixtures, fittings and amenities as set out in the Fourth Schedule hereunder written and the Allottee hereby confirms that the Society shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said flat.

12. The Allottee shall, after making all the payments and dues payable by him under this Agreement in respect of the said flat, be entitled to occupy the said flat within 15 days from the date of making all such payments and dues;

13. The Allottee shall use the flat or any part thereof or permit the same to be used only for residential purposes. If the Society allots open or covered parking space, the allottee undertakes to use the garage or parking space only for the purpose of keeping or parking of the Allottee's own vehicle.

14. The Allottee shall, as and when permitted by the said Samartha Development Corporation, be admitted as member of the Society and in this connection the Allottee agrees, from time to time, to sign and execute the application for membership and other papers and documents necessary for becoming a member. No objection shall be taken by the Allottee if, any changes or modifications are made in the bye-laws of the Society.

15. It is expressly agreed that the allottee shall, on the execution hereof, pay to and deposit with the Collaborator the following amounts. Such deposits shall not carry any interest :

- (1) Rs. 260/- Non Refundable for the share money/ application/entrance fee of the society;
- (2) Rs. 5,000/- Non Refundable for legal charges;
- (3) Rs. 7,000/- Non Refundable towards installation of transformer, electric meters, water meters etc.;
- (4) Rs. 50,000/- For proportionate share of taxes, maintenance and other charges;

16. It is agreed that in the event of any additional amount becoming payable in respect of the aforesaid items, the Allottee shall forthwith on demand, pay and deposit such additional amount with the Collaborator. These deposits and/or additional amount shall not carry any interest.

17. Notwithstanding anything contained in this Agreement, the Allottee hereby agrees to contribute and pay his proportionate share towards the costs, charges, expenses, municipal taxes and outgoings in respect of the items specified in the sub-clause 4 of Clause No 15 hereto. Such share to be determined by the Society having regard to

the area of each flat/ premises/garage. The Allottee will not be entitled to ask for adjustment of the other-deposit amounts mentioned herein against the expenses, municipal taxes and outgoings.

18. So long as each flat/premises/garage in the said building No. 15 shall not be separately assessed for municipal taxes and water taxes, the Allottee shall pay to the Collaborator the proportionate share of the Municipal tax and water tax assessed on the whole building, such proportion to be determined by the Society on the basis of the area of each flat/premises/garage in the said building. The Allottee alongwith the other allottees will not require the Society/Collaborator, to contribute a proportionate share of the maintenance charges of the flats/premises/garages etc., which are not sold and disposed off by the Society/Collaborator.

19. The Allottee shall, from and after the date on which he has been permitted to use or occupy the said flat as a licensee, pay regularly every quarter in advance an amount of Rs. 6500/- (Rupees six thousand five hundred - only) (provisionally) towards taxes, premium, salary of the persons appointed by the Society, to manage and look after the building, the Chowkidars, liftmen, sweepers, etc. and any other outgoings and expenses.

20. Commencing a week after notice in writing is given to the Allottee that the said flat is ready for use or occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said flat) of outgoings in respect of the said property and buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers, and also other expenses necessary and incidental to the management and maintenance of the said Property and buildings. The amounts so paid by the Allottee shall not carry any interest.

21. The Allottee shall bear and pay the stamp duty and registration charges and all other charges payable, if any, in respect of the said flat.

22. The Allottee by himself/themselves with intention to bring all persons into whose hands the said flat may hereinafter come, hereby covenant with the Society as follows;

- a) To maintain the flat at the Allottee's own cost in good tenable repair and condition from the date on which he uses or occupies the said flat and not to do or suffered to be done anything in or to the building in which the said flat is situated, or to the staircase or any passages, which may be against the rules, regulations or byelaws of the concerned local or any other authority or not to change/alter or make addition/s in or to the building in which the said flat is situated or the flat itself or any part thereof.
- b) Not to store in the flat, any goods which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the said flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said flat is situated and in case any damage is caused to the building in which the flat is situated, on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- c) To carry out, at his own costs, all internal repairs to the said flat and maintain the flat in the same condition, state and order in which it was delivered by the Society to the Allottee and shall not do or suffer to be done anything in or to the building in which the said flat is situated or in the flat, which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the

consequences thereof to the concerned local authority and/or other public authority.

- d) Not to demolish or cause to be demolished the flat or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said flat or any part thereof nor any alteration in which the elevation and outside colour scheme of the building in which the said flat is situated is affected and shall keep the sewers, drains, pipes in the said flat and appurtenances thereto in good tenable repair and condition and in particular so as to support, shelter and protect the other parts of the building in which the said flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC-pardis or other structural members in the said flat without the prior written permission of the Society.
- e) Not to do or permit to be done any act or thing, which may render void or voidable, any insurance of the said property and the building in which the said flat is situated or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat into the compound or any portion of the said property and the building in which the said flat is situated.
- g) Pay to the Society/Collaborator within 10 days of demand by the Society/Collaborator, their share of security deposit demanded by any concerned local authority or government for giving water, electricity or any other service connection to the building in which the said flat is situated.
- h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, as are imposed by the concerned

local authority and/or Government and/or other public authority, on account of change of user of the said flat by the Allottee viz. user for any purpose other than for residential purpose.

- i) The Allottee shall not let, sublet, transfer, assign or part with the Allottee's interest or benefit under this Agreement, without the prior written permission of the Society/Collaborator.
- j) The Allottee shall, upon being admitted as member, observe and perform all the rules and regulations of the Society and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- k) To permit the Society, their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat or of the said property and building or any part thereof. The Allottee shall have no claim, save and except in respect of the flat hereby agreed to be allotted to him and the Allottee shall have no claim in respect of open spaces, parking spaces, lobbies, staircases, terrace, recreation spaces etc. which will remain the property of the Society.

24. Any delay tolerated or indulgence shown by the Society/Collaborator in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Society/Collaborator shall not be construed as a waiver on the part of the Society/Collaborator of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Society/Collaborator, as stipulated in this Agreement.

25. The Allottee, the Society and the Collaborator shall present this Agreement, as well as any other document which is required to be registered at the proper registration office for registration within the time limit prescribed by the Indian Registration Act, 1908.

26. All notices to be served on the Allottee as contemplated by this Agreement shall be deemed to have been duly served, if sent to the Allottee by Registered Post A. D./Under Certificate of Posting at his address specified below :

O-504 Tarapore Tower,

Oshwara, Andheri (west),

Mumbai - 400053

Telephone Nos. _____

27. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the Allottee of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Allottee. The said terrace shall not be enclosed by the Allottee till the permission in writing is obtained from the concerned local authority and the Society.

28. The Society shall always have a right to get the benefit of additional F. S. I. for construction from the Bombay Municipal Corporation and also to make additions, alterations, raise storeys or put up additional structures as may be permitted by the Municipal Corporation of Greater Bombay and other competent authorities.

Such additional structures and storeys will be the sole property of the Society alone who will be entitled to sell and/or dispose off the same in the manner it deems fit.

29. Similarly, the Society shall also have right and/or be entitled to purchase and/or acquire Transfer of Development Rights (TDR) from the open market and consume the same on the said property and to make additions, alterations, raise storeys or put up additional structures. All such additions, alterations, raising storeys, or additional structures, shall be the sole property of the Society, who shall be entitled to sell and/or otherwise deal with the same in the manner they deem fit.

30. The Allottee hereby expressly agrees and covenants with the Society that in the event of all the Wings of the said proposed buildings on the said property and/or all the Buildings on the said property being not ready for occupation simultaneously and in the event of the Society offering licence to enter upon the said premises to the Allottee earlier than completion of all the Wings and/or all the buildings on the said property then and in that event, the Allottee/s has/have no objection to the Society completing the construction of the balance wings or buildings on the said property without any interference or Objection by the Allottee. The Allottee further confirms that he/she/they shall not object or dispute construction of the balance building or buildings, wing or wings or part or parts thereof by the Society on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Society shall be entitled to either transfer or through any nominees, to construct and complete the said wing or wings or building or buildings on the said property as they may desire, in their absolute discretion without any interference or objection or dispute by the Allottee. The Allottee hereby consents to the same.

31. It is agreed that the Society Shall be entitled without affecting the rights of the Allottee to the said property including the right to revise the building plans in respect of the said buildings and to utilise the total F.S.I. and the development rights available in respect of the

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[Handwritten marks]

said property as the Society may desire and the Allottee hereby irrevocably consents to the right of the Society to revise and modify the building plan in respect of the said premises from time to time.

32. The Collaborator shall be entitled to construct in, over or around or above the terrace of the said Building or on ground or first floor, a restaurant, a Hotel, Guest House, Bar and Conference Rooms, Public Galleries, Party Rooms, a Shopping Arcade, Marriage Halls, Recording Studio or other Studio, Receptions and/or premises to be used for Non-Residential purpose etc. (hereafter referred to as "the said additional areas") for themselves or dispose off the same or parts thereof to any person or persons body or bodies Corporate, and the Buyers of such additional area shall be admitted as Members of the said Society. The Collaborator or such Buyers or Transferees will have the unconditional and absolute rights to let out or grant a licence or run the said additional area or part thereof on royalty or monthly basis and on such terms and conditions as the Collaborator or such Buyers or Transferees, as the case may be, decide. Such contracts for letting, lease or licence or royalty or other basis shall be binding on all the allottees of flats/premises in the said building. The Collaborator and/or their aforesaid Buyers and Transferees and/or their assigns and/or their successors-in-title and/or their legal representatives and all persons patronising and visiting such premises shall, at all times, have the unobstructed, unconditional and absolute right and licence without any fee, premium or consideration or compensation to use and take advantage of and/or avail of all the access, staircase, lift, elevators, etc. leading to such premises and other said additional areas. The Collaborator or their Buyers and/or their successor-in-title shall, in respect of such said additional area, however, be liable to pay the Municipal taxes as may be assessed and/or leviable to them by the Municipal Corporation of Greater Bombay and other outgoings in respect of the Building in the proportion to the area of their premises as compared to the total area in the Building.

35. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the promotion of

construction, Sale, Management and Transfer) Act, 1963 and the rules made thereunder.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT Piece or parcel of land or ground bearing sub final Plot No. 1, admeasuring about 1,04,348.864 sq. mts. or 1,24,801.241 sq. yds. or thereabouts, (i.e. balance area after handing over certain D. P. Road F. S. I. to B. M. C.) situate, lying and being at Village Oshiwara Taluka Andheri in the Registration District and Sub District of Bombay City and Suburban and forming part of Survey No. 41 and also forming part of CTS No. 1 which piece of land is part of a scheme of lay out sanctioned by Bombay Municipal Corporation Vide order dated 20th May 1994 bearing No. CE/1450/BS II/LOKWN and bounded as follows that is to say :

- On or towards the North : By 90 ft. wide Development Plan Road.
- On or towards the East : By 44 ft. wide D. P. Road.
- On or towards the South : By 40 ft. wide D. P. Road, and beyond that by land belonging to Apna Ghar Co-operative Housing Society Ltd.; and
- On or towards West : By 40 ft. wide D. P. Road.

THE SECOND SCHEDULE ABOVE REFERRED TO :

Description of land coming to Society Unit No. 13 :-

Piece of land at Village Oshiwara, Taluka Andheri, District Bombay Suburban within the Registration District and Sub-district of Bombay City and Bombay Suburban bearing City Survey No. 1/215 (part) and Survey No. 41 (Part) being the part of the lay out scheme sanctioned in respect of the larger property referred to in the First

Schedule hereinabove and bearing Plot No. 13 admeasuring 10,376.299 sq. metres and bounded as follows :-

On or towards the North : By lay out garden.
On or towards the South : By lay out garden.
On or towards the East : By 44 ft. wide D. P. Road.
On or towards the West : By 40 ft wide D. P. Road.

THE THIRD SCHEDULE ABOVE REFERRED TO :

Common areas and facilities appurtenant to the flat are -

- (1) Staircase
- (2) Staircase landing
- (3) Entrance Hall,

THE FOURTH SCHEDULE ABOVE REFERRED TO :


List of Amenities, Fixtures Etc.

1. Each building shall be of R. C. C. frame structure having 'A' Class elevation.
2. The main entrance to the building, staircase and lift shall be beautifully designed and decorated with flower beds, decorative lamps, marble/granite flooring etc.
3. There shall be two automatic lifts for each building with electronic digital display board.
4. Each building shall have a combinations of snowcem and tex colour on the external side and flats shall have dry distemper from inside.
5. Night latch, magic eye, safety chain and necessary brass fittings shall be fitted on the main door.
6. All the doors will be flush doors and will be provided with necessary fittings of superior quality.

7. Aluminum sliding Windows of heavy section with ball bearings will be provided for all windows except toilet windows where glass lovers with aluminium frame will be provided.
8. Each flat shall have a concealed telephone wiring point, common antenna and central cable point for T. V. with concealed wiring for each flat.
9. Boiler as well as Hot and cold water mixer will be provided in each bathroom.
10. Plumbing will be concealed and will conform to modern living requirements.
11. All doors and windows will be provided with brass fittings of superior quality.
12. Each toilet shall have a wash-basin matching the tiles. Each flat shall have three phase concealed copper wiring and good quality switches.
13. Marble flooring will be provided in the entire flat except in kitchen where ceramic tiles will be used for flooring.
14. Kitchen platform of excellent Granite Stone will be provided in kitchen. Dado of decorative coloured tiles, of 2 ft. height above platform and of full height in Bathrooms & W. C. shall be provided.

SIGNED, SEALED AND DELIVERED BY
withinnamed "Society" SHREE SWAMI
SAMARATHA PRASANNA OSHIWARA
EAST UNIT NO. 13 CO-OPERATIVE
HOUSING SOCIETY LTD. through its
Authorised Signatory
MR. SUDHIR S. TENDOLKAR
in the presence of

For SHREE SWAMI SAMARATHA
PRASANNA OSHIWARA EAST UNIT
NO. 13 CO-OPERATIVE HOUSING
SOCIETY LTD.


AUTHORISED
SIGNATORY

SIGNED, SEALED AND DELIVERED by
withinnamed "the Collaborator"
M/s. SHREE SWAMI SAMARATHA
DEVELOPERS, through their partner
MR. VIKAS KAMLAKAR WALAWALKAR
in the presence of _____

FOR SHREE SWAMI SAMARATHA
DEVELOPERS


PARTNER

SIGNED, SEALED AND DELIVERED by
the withinnamed "The Allottee"
Shri/Smt./Kum. YIR VIKRAM BHATIA

_____ in the presence of.





RECEIVED this day and the year first
hereinabove written from withinnamed
Allottee(s) the sum of Rs. 16500/-

(Rupees One lakh Sixty five
thousand only) by Cheque/D. D.

bearing No. 079393 drawn on State Bank of India
Andheri (West) Branch,

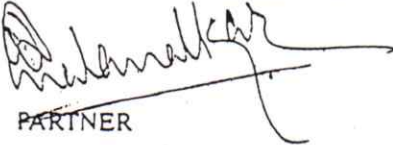
which together with a sum of Rs. 10000/-
makes an aggregate amount of Rs. 25000/-

(Rupees Twenty five
thousand only)

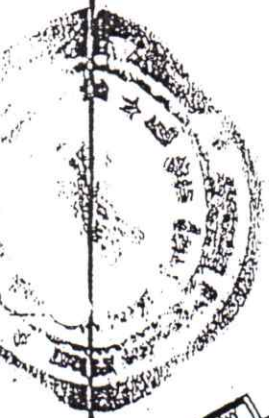
being the earnest money payable by him/her/
them to us as withinmentioned. ...

Rs. 16500/-

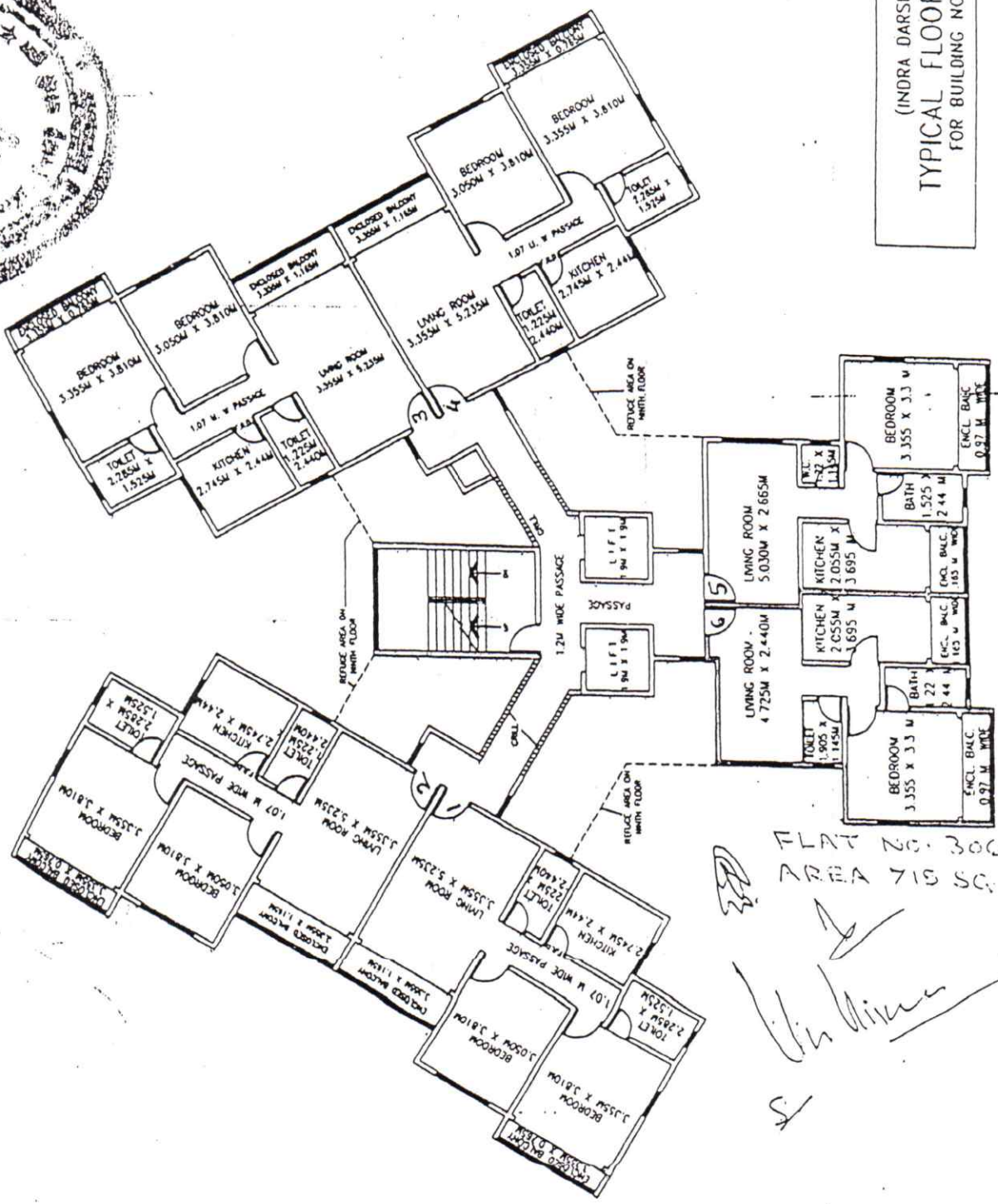
WE SAY RECEIVED :
FOR M/S. SHREE SWAMI SAMARATHA DEVELOPERS


PARTNER

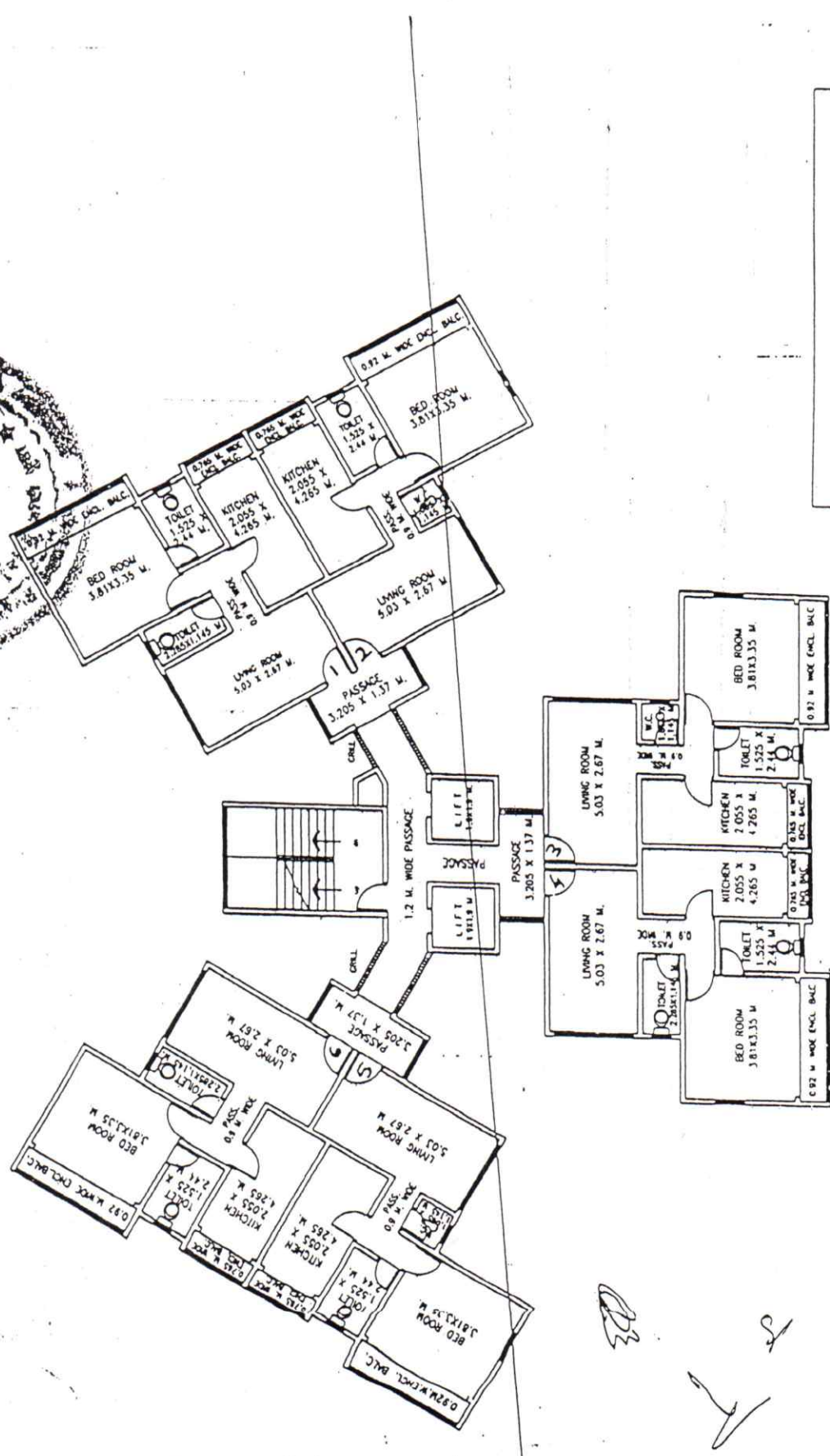
WITNESSES: Andhava S.N.



(INDRA DARSHAN)
TYPICAL FLOOR PLAN
FOR BUILDING NO. 15



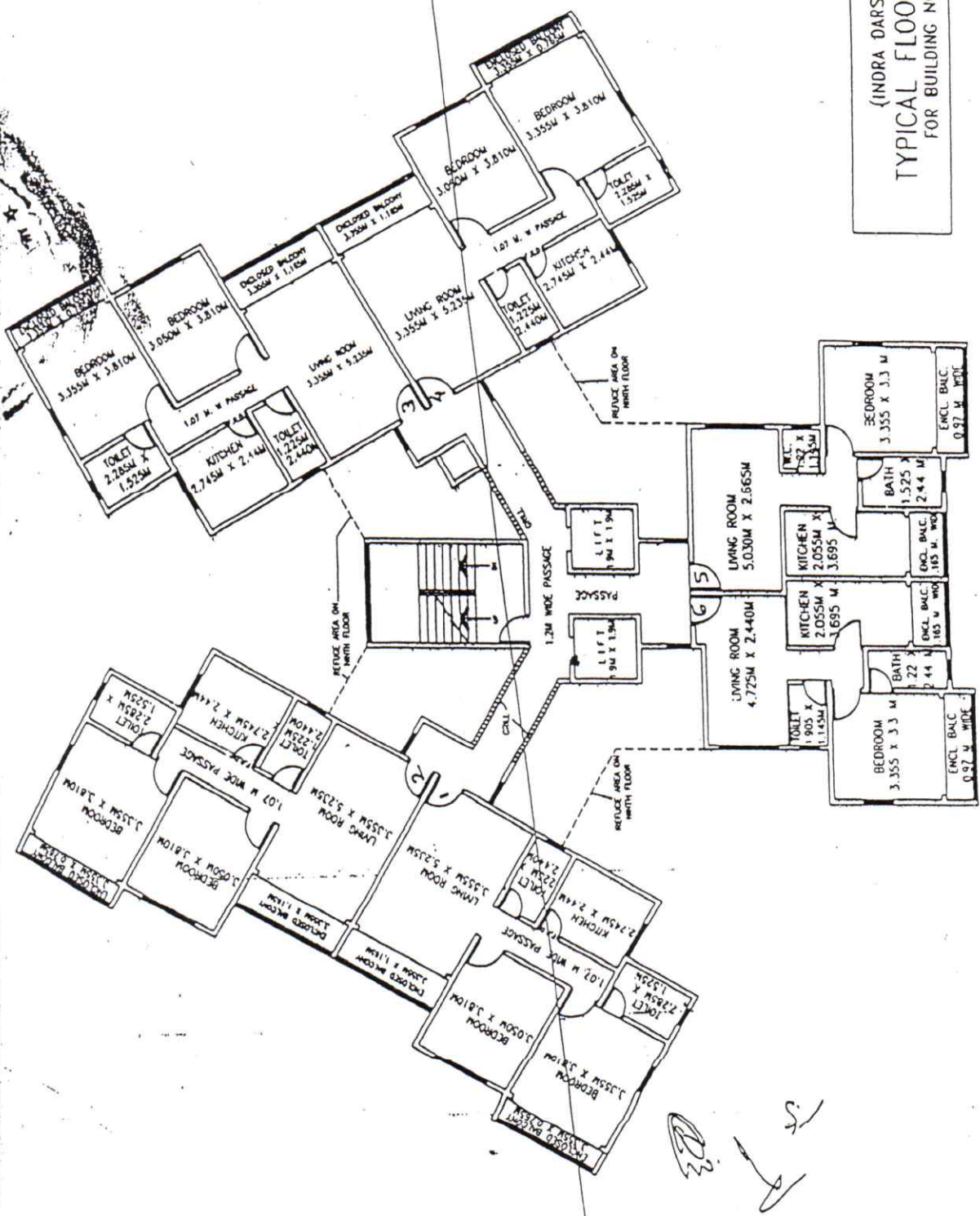
FLAT NO. 306
AREA 710 SQ. FT.
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(INDRA DARSHAN)
TYPICAL FLOOR PLAN
FOR BUILDING NO. 14

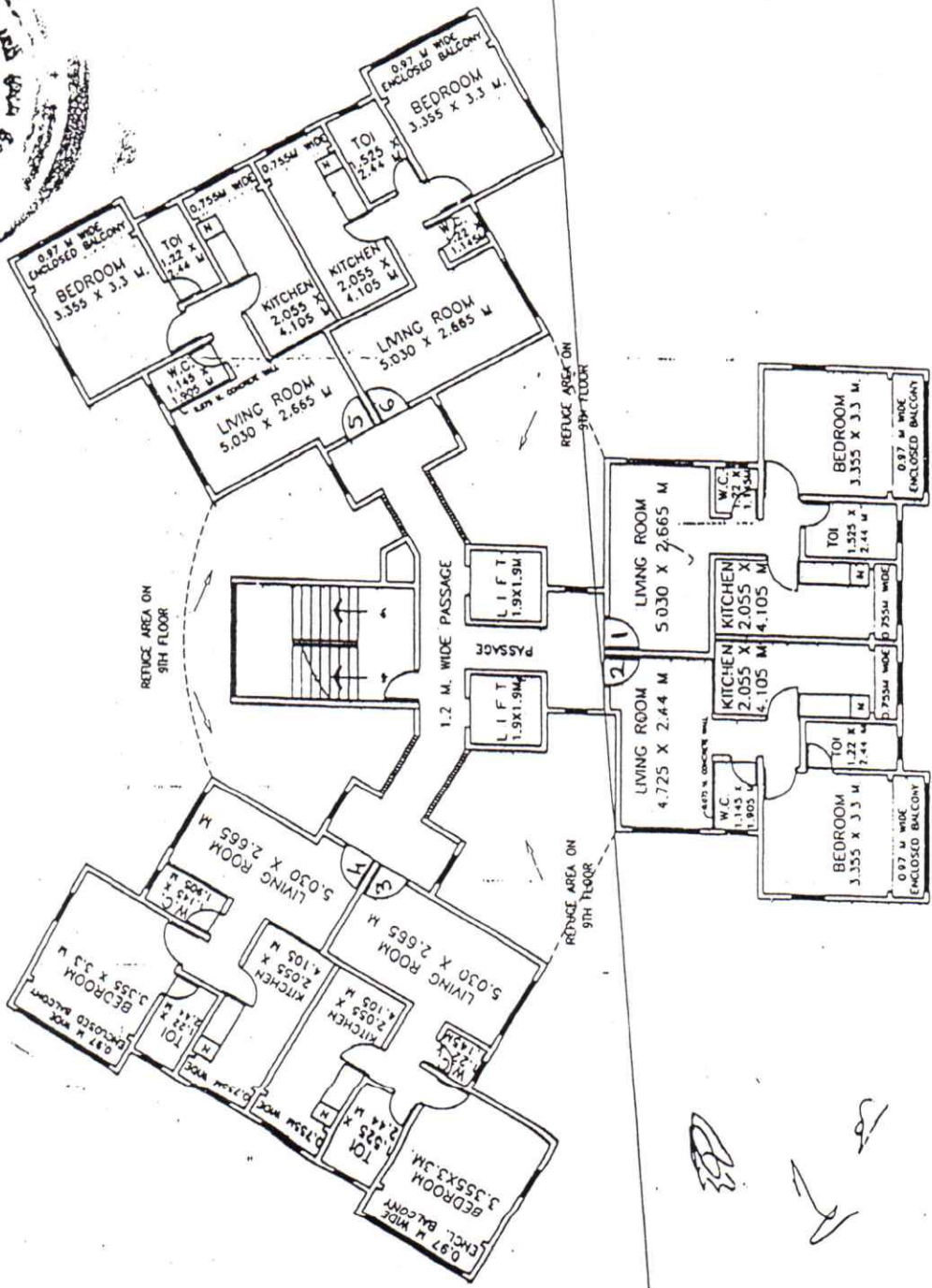
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(INDRA DARSHAN)
 TYPICAL FLOOR PLAN
 FOR BUILDING NO. 13



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(INDRA DARSHAN)
 TYPICAL FLOOR PLAN
 FOR BUILDING NO. 12



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This I.O.D./G.C. is issued Subject
to the provisions of Urban Land
(Ceiling and Regulation) Act 1974

BMPP-6990-93-14,000 Forms.

BC/42

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. ~~2~~ X B/CE/5593 /VISA

of 199 -199

MEMORANDUM

1 FEB 1995

Municipal Office,

To.

Bombay.....199

Shree Swami Samarth Prasanna Oshiwara East C. H. S.

With reference to your Notice, letter No. 337 dated 199 and delivered on
..... 1994 and the plans, Sections, Specifications and Description and further particulars
and details of your building at Bldg. No. 12 plot bearing S. No. 41 (pt.), C. T. S.
No. 1 (pt.), Village Oshiwara, Andheri (West).
furnished to me in your letter, dated 1995. I have to inform you that I cannot approve
of the building 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
by thereof reasons :-

- A) That the C.C. under section 69(1)(a) of the M. R. and T.P. Act will not be obtained before starting the proposed work.
- B) That the necessary documentary evidence regarding ownership area and boundaries of holding will not be submitted by way of extract from property registered Card (7/12 Utara) or from D.I. of L.R., conveyance deed etc. and plot boundaries will not be got demarcated through D.I.L.R. before start of work.
- C) That the copies of I.O.D. conditions and other layout/sub-division conditions imposed by the Municipality in connection with the development shall not be given to the would be purchasers and shall not be displayed at the site.
- D) That the proper sanitary arrangements for workers will not be provided before starting the proposed work.
- E) That the Janata Insurance Policy or policy to cover the compensation claims arising out of workmen's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the construction.
- F) 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.
- G) That the low lying plot be filled upto a reduced level of at least 92 T.H.I or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc. and levelled, rolled, consolidated and sloped towards road side, before starting the work.
- H) That the specifications for layout/D.P./or access roads/development of setback land will not be obtained from E.E.R.C. (H. & K-Wards) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights, and S.W.D. the completion Cft. will not be obtained from E.E.(R.C.) before submitting B.C.C.
- I) That the Structural Engineer will not be appointed as per proforma 'A' supervision memo as per proforma 'B', will not be submitted by him, Proforma 'C' will not be submitted for amended plans, if any, and proforma 'D' along with 2 sets of completion plan of structural work (one set on canvas) will not be submitted (As per C.E.'s Circular No. CE/11357/II of 3-7-1979).
- J) That the structural design and calculations for the proposed work and for existing building showing adequacy thereof to take up additional load are not submitted before before C.C.
- K) That the regular/sanctioned/proposed lines and reservations will not be got demarcated at site through A.E. (Survey)/ E.E. (T.&C.)/E.E. (D.P.)/ D.I.L.R. before applying for C.C.
- L) That the requirements of bylaw 4(c) will not be complied with and the same will not be got approved from this office by the L.P. before C.C. or before starting the drainage work.

....3.

() 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 1996 but not so as to contravene any of the provisions of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

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

Sd / Executive Engineer, Building Proposals Zone, Wards

SPECIAL INSTRUCTIONS.

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

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

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

" Every person who shall erect 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. () metres above Town Hall Datum."

(4) Your attention is invited to the provisions 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 a 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 Bombay to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

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

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

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

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

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बृहन्मुंबई महानगरपालिका

MUNICIPAL CORPORATION OF GREATER BOMBAY

No. CE/5593/WS/AK of

1 FEB 1995

कार्यकारी अभियंता इमारती प्रस्ताव

(उपनगर) २-यांचे कार्यालय

मध्यवर्ती उपनगरातील बृहन्मुंबई

महानगर पालिकेची कार्यालये

ज. ड. शास्त्र प्रार्थना मंडळ, मुंबई

-----3-----

- M) That the R.U.T. and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over Cft. will not be obtained from Ward Office that the ownership of the setback land will not be transferred in the name of M.C.G.B. before C.C. -
- N) That the I.B. indemnifying the Corporation for damages, risks, accidents etc. and the occupiers and undertaking regarding no nuisance will not be submitted before C.C./starting the work. -
- O) That the N.O.C. from (i) A.A.&C.K/West, (ii) Civil Aviation (iii) H.E., (iv) M.P.A.L. will not be submitted before applying for C.C. and the requisitions if any will not be complied with before B.C.C. -
- P) That the requirements of N.O.C. of B.S.E.S.Ltd. /C.F.O. will not be obtained and the requisitions if any, will not be complied with before occupation of B.C.C. -
- Q) That the required under the Maharashtra Land Revenue Code of 1956 necessary N.A. permission from Revenue Authorities of Govt. of Maharashtra will not be obtained and submitted before C.C. -
- R) That the permission of Tree Authority will not be obtained before applying for C.C. -
- S) That the R.U.T. will not be submitted by the Developer/owner before applying for C.C. stating therein that he will include a suitable condition in agreement for sale of flat/room etc. That the purchaser of flat etc. will not change the user of the flat or room/shop than shown in the approved plan and sample copy thereof will not be submitted for this office record. -
- T) That the qualified/registered site supervisor through Architect/Structural Engineer will not be appointed before applying for C.C. -
- U) That All the Electrical installations shall not be carried out in conformity with the provision of part VIII of building services section 2 and 3 of National building code. -
- V) That the Amount as will be intimated by M.C.G.B. towards development of infrastructure in approved layout/sub-division of land and development, handing over and Transfer of setback land, D.P. Road etc. will not be deposited in cash/demand draft of irrevocable Banker's Guarantee from Schedule Bank within the limits of Greater Bombay and agreement to that effect will not be executed with M.C.G.B. before asking for C.C. -
- W) That the requisite premium as intimated will not be paid before applying for C.C. -
- X) That the plinth/stilt height shall not be got checked from S.E. before proceeding with the work above plinth. -
- Y) That the elevation treatment, if any will not be got approved before applying for C.C. above plinth level. -
- Z) That the true copy of the sanctioned layout/amalgamation approved under No. CE/1450/BSII/LOKWN dated 20-5-1994 along with T.&C. thereof will not be done before submission of C.C. and compliance thereof will not be done before submission of B.C.C. -
- Z1) That the conditions of Govt-order under No. C/ULC/DVI/Sr-20/CHS/567 dated 19-9-93 shall not be complied with and that the Cft. regarding compliance of conditions mentioned therein will not be submitted before submission of B.C.C. -
- Z2) That the approval of the location and capacity of the suction tank, including existing piping arrangement will not be provided for entire Block.

- That the entire water supply for proposed work will not be taken supply only from O.H. tanks to be provided on the top terrace of the Building. -
- That quarterly progress report shall not be submitted. -
- That the 6" vent shaft from sewer trap chambers with 5" R.C. stone pipe 'Tee' arrangement will not be made by owner to enable the C.C. to connect vent shaft fixed to the Bldg. by the owner and permission doing such work will not be given by the owner to the Corporation. -
- That the smoke test for drainage lines will not be given before asking occupation. -
- That the Naharies, terraces, sanitary blocks shall not be made water-tight/leakproof. -
- That the dust bin will not be provided as per C.E.'s Circular No. CE/7/II of 26-6-1978. -
- That the compound gate will not open inside the plot: -
-) That the tree shall not be planted at the rate of 1 tree per 20 Sq. Mtrs. plot area or part thereof before submission of B.C.C. -
-) That the surface drainage arrangement will not be made in consultation with H.E.E. (S.W.D.) or as per his remarks under will not be obtained and submitted before applying for occupation Cft./B.C.C. -
-) That the requirements of byelaw 5(b&c)/48 and 49/50 and 52/36 and 37/ will not be complied with. -
-) That 10'-0" wide paved pathway upto staircase will not be provided. -
-) That the surrounding open spaces, parking spaces and terraces will not be kept open and unbuilt upon and will not be levelled and developed before requesting to grant permission to occupy the Bldg. or submitting B.C.C. whichever is earlier. -
-) That the ventilators in dead walls will not be at height of not less than 3" above floor level and of size not more than 3' x 2' and number of ventilator per room shall not be restricted to one. -
-) That the some of the passages and lobbies will not be properly lighted and ventilated. -
-) That the debris will be stacked on Municipal Road/footpath. -
-) That the development charges as per M. R. and T. P. (Amendment) Act, 1992 will not be paid before C.C. -
-) That the adequate care in planning, designing and carrying out of the construction will be provided for the consequence of settlement of the ground and filling etc. -
-) That the name plate/board showing plot No. Name of the Bldg. etc. will be displayed at a prominent place before C.C.C./B.C.C. -
-) That the application is not made and deposit is not paid to the (Maint.) K/West for carriage entrance across road side drain at the time of starting the work and the carriage entrance will not be provided before submitting occupation/B.C.C. -
-) That the common Antenna for Television Transmission will not be provided as per the requirements of D.C. Regn. 1991 before submission of B.C.C. -
-) That the parking spaces will not be marked with paint before applying for occupation Cft. -
-) That Separate /amalgamated P. R. Card shall not be submitted before occupation/B.C.C. -
-) That the Cft. from Lift Inspector shall not be submitted before submission of occupation/B.C.C. -
-) That the one set of plans mounted on canvas and two additional copies of plans will not be submitted at the time of submitting B.C.C. -
-) That the Cft. under section 270-A of the B.M.C. Act will not be submitted from H.E. regarding adequacy of water supply. -
-) That the copy of the latest upto date bill paid to A.R. & C. K/West will not be submitted at the time of applying the B.C.C. -

BMPP-

MUN

No. C

229)
 Dy. C.
 Z30)
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 C.C.
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 rate
 Z33)
 P. R. C.

Notes

Ask/31

बृहन्मुंबई महानगरपालिका

MUNICIPAL CORPORATION OF GREATER BOMBAY

No. CE/5593/WS/AK of

1 FEB 1995

हायकारी आभियंता इमारती प्रस्ताव

(उपनगर) २ : यांचे कार्यालय

मध्यवर्ती उपमगगतीस बृहन्मुंबई

महानगर पालिकेची कार्यालये

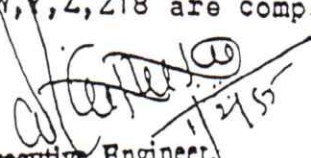
अ. ६ बाराकर मार्ग बॉम्बे, इ. ४००

-----5-----

- Z29) That the D.P. Reservation will not be handed over to M.C.G.B. as and when damaged and clearance to that effect will not be submitted from Dy. En. Eng. (D.P.) before asking for occupation Cft./B.C.C. -
- Z30) 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. -
- Z31) That the R.U.T. into prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C. and security deposit shall not be paid before C.C. -
- Z32) That the undertaking shall not be submitted for payment of difference in premium paid and calculated as per revised proposed land rate shall not be submitted. -
- Z33) That the total F.S.I. shall not be restricted to 0.75 till separate P.R.Cs. are submitted. -

- Notes: 1) That the work should not be started unless objections A to H are complied with. -
- 2) That the C.C. will not be issued unless N.O.C. from (i) A.A.&C.K/West, (ii) Civil Aviation, (iii) H.E., (iv) B.S.E.S. are obtained and conditions A to T, U, W, Y, Z, Z18 are complied with. -

Ask/31.1.95.


Executive Engineer,
Building Department,
H & R Dept., BOMBAY

MUNICIPAL CORPORATION OF GREATER BOMBAY

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/5593 /BS/II/MS/AE/AK of

COMMENCEMENT CERTIFICATE

15 FEB 1995

To,

Shree Swami Samarth

Yasanna Oshiwada East

Housing Society

This I.O.D./G.C. is issued Subject to the provisions of Urban Land Ceiling and Regulation Act 1971



With reference to your application No. 9871 dated for Development Permission and grant of Commencement Certificate under section 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 Prop. Residential Bldgs. CTs No. 11(PT) S. No. 41(PT) (LNDP) village Oshiwada at premises at Street _____ situated at Oshiwada Andheri (West) Plot No. _____ Ward K. West

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 & Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay if:-

H&K/W

(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 Bombay is contravened or not complied with.

(c) The Municipal Commissioner of Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 45 or 45 of the Maharashtra Regional and Town Planning Act, 1966.

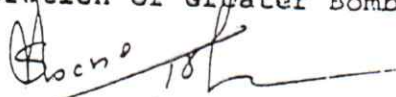
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri S. M. S. & N

Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This CC is valid upto 14 FEB 1996

For and on behalf of Local Authority
The Municipal Corporation of Greater Bombay
The Municipal Commissioner is for
out the work upto 14 FEB 1996 (still valid only)
circ. no. A.G.U.



Executive Engineer, Building Proposals
(Western Subs.) 'N&K/West' 'R/East' & 'S/Wards'
FOR

MUNICIPAL COMMISSIONER FOR GREATER BOMBAY

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No. EB/CE/ 5593 /B\$ WS 1AK 1 FEB 1995

NOTES

- (1) The work should not be started unless objections ~~are~~ are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional materials shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the hoarding is constructed and application is made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards at least 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal 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 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 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 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 non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting 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 payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below, level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.
- (20) This Intimation of Disapproval is given exclusively for the 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 and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.

COPY OF LICENSED ARCHITECTURE

Executive Engineer, Building Proposals
W. S. W. S. W. S.
W. S. W. S. W. S.

- (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:
 - (a) Specific plans in respect of evicting or rehousing the existing tenants on your standing their number and the area in occupation of each.
 - (b) Specially signed agreement between you and the existing tenants that they are willing to vacate or the alternative accommodation in the proposed structure at standard rent.
 - (c) 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 other sides should be done first before starting the work.
- (23) In case of additional floor or work should be started or during monsoon which will cause water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) The bottom of the over head 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 gashans and other apparatuses in the building should be so arranged as not to prejudicially affect 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 foundation shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Bombay, as required in Section 301-A 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 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 mechanism provided with a bolt and nuts screwed on tightly serving the purpose of a lock and a turning piece of the ribbed gresced with screw or some shape pieces (like a garden turn) with copper pipes with partitions each not exceeding 1.5 mm. in diameter. The covers shall be made easily, safely and permanently a cover by providing a firmly fixed iron plate the upper end of the ladder should be marked and extended 60 cms. above the top of the ladder to be fixed and its lower ends in cement concrete blocks.
- (31) No projection should be fixed over boundary walls. This provision refers only to broken panes to not to the use of pane glass for coping over compound wall.
- (32) Louvers should be provided as required by bye-law No. 51(a).
(b) Louvers should be provided over Door and Window openings.
(c) The louvers should be fixed 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 foundation of the structure, you will do so at your own risk.

4

Form 346
88

This I.O.D./G.C. is issued subject to the provisions of Urban Land Ceiling Act 1974

BC/AS/378

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

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

No. ~~HE B/CE/~~ 5380/VIS/AX

of 199 -199

Municipal Office,

Bombay.....199

MEMORANDUM

20 JAN 1995

Swami Samartha Prasanna Oshiwara,
East Co-Op. Housing Society Ltd.

With reference to your Notice, letter No. 227 dated 1994 and delivered on 29.11.1994, and the plans, Sections, Specifications and Description and further particulars and details of your building at Bldg. No. 13, C.T.S. No. 1/pt. at Off J.P. Road, Ushiwara, S. No. 41 (H).

furnished to me under your letter, dated 17.11.1994. 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, the reasons therefor.

- A) That the C.C. under section 69(1)(a) of the M.R. and T.P. Act will not be obtained before starting the proposed work.
- B) That the necessary documentary evidence regarding ownership area and boundaries of holding will not be submitted by way of extract from property registered Card (7/12 Utara) or from D.I. of L.R., conveyance deed etc. and plot boundaries will not be got demarcated through D.I.L.R. before start of work.
- C) That the copies of I.O.D. conditions and other layout/sub-division conditions imposed by the Municipality in connection with the development shall not be given to the would be purchasers and shall not be displayed at the site.
- D) That the proper sanitary arrangements for workers will not be provided before starting the proposed work.
- E) That the Janata Insurance Policy or policy to cover the compensation claims arising out of workmen's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the construction.
- F) 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.
- G) That the low lying plot be filled upto a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murrum, earth, boulders, etc. levelled rolled, consolidated and sloped towards road side, before starting the work.
- H) That the specifications for layout/D.P./or access roads/ development of setback land will not be obtained from E.E.R.C. (H.&K-Wards) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. the completion Cft. will not be obtained from E.E. (R.C.) before submitting BCC.
- I) That the Structural Engineer will not be appointed as per proforma 'A' supervision memo as per proforma 'B', will not be submitted by him, proforma 'C' will not be submitted for amended plans, if any and proforma 'D' along with 2 sets of completion plan of structural work (one set on canvas) will not be submitted (As per C.E.'s Circular No. CE/11357/II of 3-7-1979).
- J) That the structural design and calculations for the proposed work are not submitted before C.C.
- K) That the regular/sanctioned/proposed lines and reservations will not be got demarcated at site through A.E. (Survey)/ E.E. (T.&C.)/E.E. (D.P.)/ D.I.L.R. before applying for C.C.
- L) That the requirements of bylaw 4(c) will not be complied and the same will not be got approved from this office by the L.P. before C.C. or before starting the drainage work.

Mixt

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

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

Executive Engineer, Building Proposals Zone, Wards.

SPECIAL INSTRUCTIONS.

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

(2) Under Section 58 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Bombay has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

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

“ Every person who shall erect 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. () metres above Town Hall Datum.”

(4) Your attention is invited to the provisions 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 a 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 351-A about the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Bombay to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

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

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

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

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

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बृहन्मुंबई महानगरपालिका
MUNICIPAL CORPORATION OF GREATER BOMBAY

No. CE/5380/WS/AK of 20 JAN 1995

कार्यकारी आमिंयंता इमारती प्रस्ताव

(उपनगरे) २ : यांचे कार्यालय

मध्यवर्ती उपनगरांतले बृहन्मुंबई

महानगर पालिकेची कार्यालये

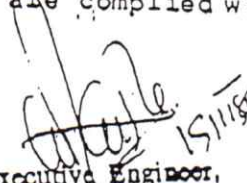
३३, ३४ फ्लॉवर मार्ग, पूर्व

—5—

- 227) That the Cft. under section 270-A of the B.M.C. Act will not be obtained and submitted from H. E. regarding adequacy of water supply.
- 228) That the copy of the last upto date bill paid to A. A. & C. K/ West will not be submitted at the time of applying the B. C. C.
- 229) That the D.P. Reservations will not be handed over to M. C. G. B. as and when damaged, and clearance to that effect will not be submitted from Ch. Eng. (D.P.) before asking for occupation Cft./B C.C.
- 230) That B. C. C. will not be obtained and I.O.D. and debries deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
- 231) That the R.U.T. into prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C. and security deposit shall not be paid before C.C.
- 232) That the undertaking shall not be submitted for payment of difference in premium paid and calculated as per revised proposed land rate shall not be submitted.
- 233) That the total F.S.I. shall not be restricted to 0.75 till the separate R.R. Cs. are submitted.
- 234) That the progress report of the work in progress shall not be submitted by the Architect periodically atleast after every three months till the work is completed.

- Notes 1) That the work should not be started unless objections A to H are complied with.
- 2) That the C-C. will not be issued unless N.O.C. from (i) A. A. & C. K/ West, (ii) Civil Aviation, (iii) H. E., (iv) B. S. E. S. (v) C. F. O. are obtained and conditions R to T, V, W, Y, Z, Z16, Z30, Z31, Z32 are complied with.

Ask/18.1.95.


Executive Engineer,
Building Proposal (W.S.)
H & K, West, East, P Wards.

बृहन्मुंबई महानगरपालिका MUNICIPAL CORPORATION OF GREATER BOMBAY

No. CE/5380/WS/AK of 20 JAN 1995.

कार्यकारी आमिंयता इमारती प्रस्ताव

(उपनगरे) २ : यांचे कार्यालय

मध्यवर्ती उपनगरीय वृहन्मुंबई

महानगर पालिकेची कार्यालये

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- M) That the R.U.T. and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over Cft. will not be obtained from Ward Office that the ownership of the setback land will not be transferred in the name of M. C. G. B. before C. C.
- N) That the L.B. indemnifying the Corporation for damage, risks, accidents etc. and to the occupiers and undertaking regarding no nuisance will not be submitted before C. C. / starting the work.
- O) That the N.O.C. from (i) A.A. & C.K. West, (ii) Civil Aviation Deptt. (iii) H.E. Div) M. T.N.L. (v) C.F.O. will not be submitted before applying for C. C. and the requisitions, if any, will not be complied with before B. C. C.
- P) That the requirements of M.O.C. of B.S.E.S. will not be obtained and the requisitions if any, will not be complied with before occupation Cft. / B.C.C.
- Q) That the required under the Maharashtra Land Revenue Code of 1956 necessary N.A. permission from Revenue Authorities of Govt. of Maharashtra will not be obtained and submitted before C. C.
- R) That the permission of Tree Authority will not be obtained before applying for C. C.
- S) That the R.U.T. will not be submitted by the Developer/owner before applying for C. C. stating therein that he will include a suitable condition in agreement for sale of flat/shop etc. That the purchaser of flat/shop etc. will not change the user of the flat or room/shop than shown in the approved plans and sample copy thereof will not be submitted for this office record.
- T) That the qualified/registered site supervisor through Architect/ Structural Engineer will not be appointed before applying for C. C. ~~Structural Engineer will not be appointed before applying for C. C.~~
- U) That All the Electrical Installations shall not be carried out in conformity with the provision of Part VIII of building services section 2 and 3 of National building code.
- V) That the Amount as will be intimated by M. C. G. B. towards Development of infrastructure in approved layout/sub-division/ of land and development, handing over and Transfer of setback land, D.P. Road etc. will not be deposited in cash/demand draft or irrevocable Banker's Guarantee from Scheduled Bank within the limits of Greater Bombay and agreement to that effect will not be executed with M. C. G. B. before asking for C. C.
- W) That the requisite premium as intimated will not be paid before applying for C. C.
- X) That the plinth/stilt height shall not be got checked from S.E. before proceeding with the work above plinth.
- Y) That the elevation treatment, if any will not be got approved before applying for C. C. above plinth level.
- Z) That the true copy of the sanctioned layout/sub-division / amalgamation approved under No. CE/1450/BSII/LOKWN dated 20-5-1994 along with the T.&C. thereof will not be done before submission of C. C. and compliance thereof will not be done before submission of B. C. C.

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- Z1) That the conditions of Govt. order under No. C/ULC/DVI/SR-20/CHS/557 dated 18-9-1993 shall not be complied with and that the cft. regarding compliance of conditions mentioned therein will not be submitted before submission of B. C. C.
 - Z2) That the O.H. water storage tanks will not be provided with bottom slab 4 1/2 Mtrs. above roof slab as required by H. E.
 - Z3) That the approval of the location and capacity of the suction tank, O.H. tank and pumping arrangement will not be provided for entire bldg. including existing floors.
 - Z4) That the entire water supply for existing as well as proposed extension work will not be down take supply only from O.H. tanks to be provided on the top most terrace of the bldg.
 - Z5) That the 6" vent shaft from sewer trap chambers with 5" R.C. stone ware pipe 'Tee' arrangement will not be made by owner to enable the B.M.C. to connect vent shaft fixed to the bldg. by the owner and permission for doing such work will not be given by the Owner to the Corporation.
 - Z6) That the smoke test for drainage lines will not be given before asking for occupation.
 - Z7) That the nahanies, terraces, sanitary blocks shall not be made water-proof/leakproof.
 - Z8) That the dust bin will not be provided as per C.E.'s Circular No. CE/2297/II of 26-6-1978.
 - Z9) That the compound gate will not open inside the plot.
 - Z10) That the tree shall not be planted at the rate of a tree of 10 tree per 80 Sq. Mtrs. of plot area or part thereof before submission of B. C. C.
 - Z11) That the surface drainage arrangement will not be made in consultation with B.E. (S.W.D.) or as per his remarks under will not be obtained and submitted before applying for Occupation Cft./B. C. C.
 - Z12) That the requirements of byelaw 5(b&c)/with 48 and 49/50 and 52/36 and 37/43 will not be complied with.
 - Z13) That 10'-0" wide paved pathway upto staircase will not be provided.
 - Z14) That the surrounding open spaces, parking spaces and terraces will not be kept open and unbuilt upon and will not be levelled and developed before requesting to grant permission to occupy the Bldg. or submitting B. C. C. whichever is earlier.
 - Z15) That the ventilators in dead walks will not be at height of not less than 5'-3" above floor level and of size not more than 3' x 2' and number of ventilator per room shall not be restricted to one.
 - Z16) That the some of the passages and lobbies will not be properly lighted and ventilated.
 - Z17) That the debris will be stacked on Municipal Road/footpath.
 - Z18) That the development charges as per M.R. and T.P. (Amendment) Act, 1992 will not be paid before asking for C.C.
 - Z19) That the adequate care in planning, designing and carrying out construction will not be provided to provide for the consequence of settlement of the floors and filling etc.
 - Z20) 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.
 - Z21) That the application is not made and deposit is not paid to the A.E. (Maint.) K/West for carriage entrance across road side drain at your cost before starting the work and the carriage entrance will not be provided before submitting Occupation/B. C. C.
 - Z22) That the common antenna for Television Transmission will not be provided as per the requirements of D.C. Regulations 1991 before submission of OCC/BCI
 - Z23) That the parking spaces will not be marked with paint before applying for occupation Cft.
 - Z24) That Separate amalgamated P.R. Card shall not be submitted before occupation /B. C. C.
 - Z25) That the Cft. from Lift Inspector shall not be submitted for submitting of Occupation /B. C. C.
 - Z26) That the one set of plans mounted on canvas and two additional set of plans will not be submitted at the time of submitting B. C. C.54

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No. EB/CE/ 5380 /B vs AK 20 JAN 1995

NOTES

- (1) The work should not be started unless objections **A to H** are complied with.
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional materials shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the boarding is constructed and application is made to the Ward Officer with the required deposit for the construction of a 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 of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The boarding 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 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 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 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 non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or sulyert, 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 payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.
- (20) This Intimation of Disapproval is given exclusively for the 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 and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.

- Z1) That the conditions of Govt. order under No. C/ULC/DVI/SR-20/CHS/357 dated 18-9-1993 shall not be complied with and that the cft. regarding compliance of conditions mentioned therein will not be submitted before submission of B. C. C.
- Z2) That the O.H. water storage tanks will not be provided with bottom slab 4' 1.2 Mtrs. above roof slab as required by H. E.
- Z3) That the approval of the location and capacity of the suction tank, O.H. tank and pumping arrangement will not be provided for entire bldg. including existing floors.
- Z4) That the entire water supply for existing as well as proposed extension work will not be down take supply only from O.H. tanks to be provided on the top most terrace of the bldg.
- Z5) That the 6" vent shaft from sewer trap chambers with 5" R.C. stone ware pipe 'Tee' arrangement will not be made by owner to enable the B.M.C. to connect vent shaft fixed to the bldg. by the owner and permission for doing such work will not be given by the Owner to the Corporation.
- Z6) That the smoke test for drainage lines will not be given before asking for occupation.
- Z7) That the nahanies, terraces, sanitary blocks shall not be made. Water-proof/leakproof.
- Z8) That the dust bin will not be provided as per C.E.'s Circular No. CE/2297/II of 26-6-1978.
- Z9) That the compound gate will not open inside the plot.
- Z10) That the tree shall not be planted at the rate of a tree of 100 tree per 80 Sq. Mtrs. of plot area or part thereof before submission of B. C. C.
- Z11) That the surface drainage arrangement will not be made in consultation with E.E. (S.W.D.) or as per his remarks under will not be obtained and submitted before applying for Occupation Cft./B. C. C.
- Z12) That the requirements of byelaw 5(b&c)/ with 48 and 49/50 and 52/36 and 37/43 will not be complied with.
- Z13) That 10'-0" wide paved pathway upto staircase will not be provided.
- Z14) That the surrounding open spaces, parking spaces and terraces will not be kept open and unbuilt upon and will not be levelled and developed before requesting to grant permission to occupy the Bldg. or submitting B. C. C. whichever is earlier.
- Z15) That the ventilators in dead walks will not be at height of not less than 5'-9" above floor level and of size not more than 3' x 2' and number of ventilator per room shall not be restricted to one.
- Z16) That the some of the passages and lobbies will not be properly lighted and ventilated.
- Z17) That the debris will be stacked on Municipal Road/footpath.
- Z18) That the development charges as per M. R. and T. P. (Amendment) Act, 1992 will not be paid before asking for C. C.
- Z19) That the adequate care in planning, designing and carrying out construction will not be provided to provide for the consequence of settlement of the floors and filling etc.
- Z20) 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.
- Z21) That the application is not made and deposit is not paid to the A.E. (Maint.) K/West for carriage entrance across road side drain at your cost before starting the work and the carriage entrance will not be provided before submitting Occupation/B. C. C.
- Z22) That the common antenna for Television Transmission will not be provided as per the requirements of D.C. Regulations 1991 before submission of OCC/BCS
- Z23) That the parking spaces will not be marked with paint before applying for occupation cft.
- Z24) That Separate amalgamated P.R. Card shall not be submitted before occupation /B. C. C.
- Z25) That the Cft. from Lift Inspector shall not be submitted for submitting of Occupation /B. C. C.
- Z26) That the one set of plans mounted on canvas and two additional set of plans will not be submitted at the time of submitting B. C. C.

- (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 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 head storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary, is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the manholes 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 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 cisterns shall be covered with a properly fitted mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on tightly serving the purpose of a lock and the warning pipes of the ribbet pretessed with screw or dome shape pieces (like a garden man 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 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 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 openings.
 (c) The drains should be laid as require 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.

[Signature]
 Executive Engineer, Building Proposals
 Zone - - - - - W.S. - - - - - Wards

H 2 (C) 14

This L.O.D.J.G.C. is issued Subject to the provisions of Urban Land Ceiling Act, 1974.

301

MUNICIPAL CORPORATION OF GREATER BOMBAY

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/ 5380/BSII/WS/RE/AR of 1 FEB 1995

COMMENCEMENT CERTIFICATE

To,

Shree Swami Samarth
ANANDANA OSHIWARA EAST
Co-op Housing Society Ltd.

Sir,
With reference to your application No. 9870 dated 2.6.1994 for Development Permission and grant of Commencement Certificate under section 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 Prop. Residential Bldg. CTS NO. 1 (PT) S. NO 41 (PT)
at premises at Street _____ (NO 15) village Oshiwara
Plot No. _____ situated at Oshiwara, Andheri (West)
Ward K-West

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 permitted 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 in no case exceed three years provided further that such lapses shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.

6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay if:-

...2/-

A2C/4

(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 Bombay is contravened or not complied with.

(c) The Municipal Commissioner of Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 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 but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri S. M. SANE

Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This CC is valid upto 31.1.1996

This Commencement certificate is for carrying out the work upto 31.1.1996 (City of G. B. & L. D.)

For and on behalf of Local Authority The Municipal Corporation of Greater Bombay

5 FEB 1996

Executive Engineer, Building Proposals (Western Sub.) 'R&K/West' 'R/East & P' 'R/Wards' FOR

MUNICIPAL COMMISSIONER FOR GREATER BOMBAY

for 46.25 meter x 4 + staircase cage cabin + O.H. Tank

Asst. Municipal Engineer (N)

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

MPP-6990-93-14,000 Forms.

Form 346
88

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

अपकारी आभियंता इमारती प्रस्ताव

(अपकारे) २ : यांचे कार्यालय
बसवती उपनगरातील एडमुंबई
महानगर पाकिडेची कार्यालये

२६ वास्कर ब्रामे रोड, मुंबई

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

No. X.X.B./CE/ 5381 A.S.A./AK. of 199 -199

20 JAN 1995

Municipal Office,

Bombay.....199

MEMORANDUM

To,

Shree Swami Samarth Prasanna Oshiwara East Co-Op. Housing Socp Ltd.

In reference to your Notice, letter No. 337 dated 199 and delivered on
..... 1994 and the plans, Sections, Specifications and Description and further particulars
and details of your building at Bldg. No. 14, C.T.S. No. 1/Pt. off. J. P. Road, Oshiwara,
S.No. 41 (pt.).

furnished to me under your letter, date 1995. 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, that the proposed work is disapproved
by the following reasons:-

- A) That the C.C. under section 69(1)(a) of the M.R. and T.P. Act will not be obtained before starting the proposed work.
- B) That the necessary documentary evidence regarding ownership area and boundaries of holding will not be submitted by way of extract from property registered card (7/12 Utara) or from D.I. of L.R., conveyance deed etc. and plot boundaries will not be got demarcated through D.I.L.R. before start of work.
- C) That the copies of I.O.D. conditions and other layout/sub-division conditions imposed by the Municipality in connection with the development shall not be given to the would be purchasers and shall not be displayed at the site.
- D) That the proper sanitary arrangements for workers will not be provided before starting the proposed work.
- E) That the Janata Insurance Policy or policy to cover the compensation claims arising out of workmen's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the constn.
- F) 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.
- G) That the low lying plot be filled upto a reduced level of atleast 92 I.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc. and levelled rolled, consolidated and sloped towards road side before starting the work.
- H) That the specifications for layout/D.P./or access roads/ development of setback land will not be obtained from E.E.R.C. (H.&K-Wards) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. the completion Cft. will not be obtained from E.E. (R.C.) before submitting B.C.C.
- I) That the Structural Engineer will not be appointed as per proforma 'A' supervision memo as per proforma 'B', will not be submitted by him, proforma 'C' will not be submitted for amended plans, if any, and proforma 'D', along with 2 sets of completion plan of structural work (one set on canvas) will not be submitted (As per C.E.'s Circular No. CE/11357/II of 3-7-1979).
- J) That the structural design and calculations for the proposed work and for existing bldg. showing adequacy thereof to take up additional load are not submitted before C.C.
- K) That the regular/sanctioned/proposed lines and reservations will not be got demarcated at site through A.E. (Survey)/ E.E. (T.&C.)/ E.E. (D.P.)/D.I.L.R. before applying for C.C.
- L) That the requirements of bylaw 4(c) will not be complied and the same will not be got approved from this office by the L.P. before C.C. or before starting the drainage work.

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

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the... day of... 1995 but not so as to contravene any of the provisions of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

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

Sd/-
Executive Engineer, Building Proposals,
Zone, Wards.

SPECIAL INSTRUCTIONS.

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

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Bombay has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 344 of the said Act.

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

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

" (a) Not less than, 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer 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. () metres above Town Hall Datum."

(4) Your attention is invited to the provisions 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 a 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 Bombay to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

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

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

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

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

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बृहन्मुंबई महानगरपालिका

MUNICIPAL CORPORATION OF GREATER BOMBAY

No. CE/5381/WS/AK of

दायकारी अभियंता इमारती प्रस्ताव

(उपनगरे) र : यांचे हार्जलिस

मध्यवर्ती उपनगरांतल ५५ मुंबई

महानगर पाळिकेची कार्यालये

२८. ३ वाडवर प्रारंभ जाई. १९९५

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- Z27) That the one set of plans mounted on canvas and two additional set of plans will not be submitted at the time of submitting B. C. C.
- Z28) That the copy of the last upto date bill paid to A.A.&.C.K/West will not be submitted at the time of applying the B. C. C.
- Z29) That the D.P.reservations will not be handed over to M. C. G. B. as and when demanded and clearance to that effect will not be submitted from Dy. Eng. (D.P.) before asking for occupation cert./B. C. C.
- Z30) That B. C. C. will not be obtained and L.O.U. and debries deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
- Z31) That the R.U. I. into prescribed proforma agreeing to demolish the excess area of constructed beyond permissible F.S.I. shall not be submitted before asking for C.C. and security deposit shall not be paid before C.C.
- Z32) That the undertaking shall not be submitted for payment of difference in premium paid and calculated as per revised proposed land rate shall not be submitted.
- Z33) That the total F.S.I. shall not be restricted to 0.75 till the separate P.R. Cs. are submitted.
- Z34) That the progress report of the work in progress shall not be submitted by the Architect periodically atleast after every three months till the work is completed.

Notes:-1) That the work should not be started unless Abjections A to H are complied with.

- 2) That the C.C. will not be issued unless N.O.C. from (i) A.A.&.C.K/Wes (ii) Civil Aviation (iii) H.E. (iv) B.S.E.S., (v) C.F.O. are obtained and conditions R to T, V, W, X, Y, Z, Z18, Z30, Z31, Z32 are complied with.

Ask/16.1.95.

[Signature]
15/11
Executive Engineer,
Building Proposal (W.S.)
B & K/West, K-East, P Wards.

बृहन्मुंबई महानगरपालिका
MUNICIPAL CORPORATION OF GREATER BOMBAY

20 JAN 1995

No. CE/5381/WS/AK of

दायकारी आमिर्यता इमास्ती प्रस्वत्त

(उपनगरे) २ : यांचे कार्यालय

मध्यवर्ती उपनगरातील बृहन्मुंबई

महात्मगर पालिकेची कार्यालये

२०१, २०२, २०३, २०४

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- A) That the R.U.T. and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handingover Cft. will not be obtained from Ward Office that the ownership of the setback land will not be transferred in the name of M. C. G. B. before C.C.
- V) That the I.B. indemnifying the Corporation for damages, risks, accidents, etc. and to the occupiers and undertaking regarding no nuisance will not be submitted before C.C./starting the work.
- P) That the N.O.C. from (i) A.A.& C.K./West, (ii) Civil Aviation Deptt., (iii) H.E., (iv) M.T.N.L. (v) C.F.O. will not be submitted before applying for C.C. and the requisitions, if any, will not be complied with before B.C.C.
- P) That the requirements of N.O.C. of C.F.O./B.S.E.S. Ltd. will not be obtained and the requisitions, if any, will not be complied with before occupation Cft./B.C.C.
- Q) That the required under the Maharashtra Land Revenue Code of 1956 necessary N.A. permission from Revenue Authorities of Govt. of Maharashtra will not be obtained and submitted before C.C.
- R) That the permission of Tree Authority will not be obtained before applying for C.C.
- S) That the R.U.T. will not be submitted by the Developer/owner before applying for C.C. stating therein that he will include a suitable condition in agreement for sale of flat/shop etc. That the purchaser of flat/shop etc. will not change the user of the flat or room/shop than shown in the approved plans and sample copy thereof will not be submitted for this office record.
- T) That the Qualified/registered site supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.
- U) That all the electrical installations shall not be carried out in conformity with the provision of Part VIII of building services section 2 and 3 of National Building code.
- V) That the amount as will be intimated by M. C. G. B. towards development of infrastructure in approved layout/sub-division/ of land and development, handing over and Transfer of setback land, D.P. Road etc. will not be deposited in cash/demand draft or irrevocable Banker's Guarantee from Scheduled Bank within the limits of Greater Bombay and agreement to that effect will not be executed with M. C. G. B. before asking for C.C.
- W) That the requisite premium as intimated will not be paid before applying for C.C.
- X) That the plinth/stilt height shall not be got checked from S. E. before proceeding with the work above plinth.
- Y) That the elevation treatment, if any will not be got approved before applying for C.C. above plinth level.
- Z) That the true copy of the sanctioned layout/sub-division/amalgamation approved under No. CE/1430/BSII/LOKWN dated 20-5-1994 along with the T.S.C. thereof will not be done before submission of C.C. and compliance thereof will not be done before submission of B.C.C.
- Z1) That the conditions of Govt. order under No. C/ULC/D-VII/SR-20/CHS/567 dated 18-9-1993 shall not be complied with and that the cft. regarding compliance of conditions mentioned therein will not be submitted before submission of B.C.C.

- 2) That the O.H. water storage tanks will not be provided with bottom slab 4'1.2 Mtrs. above roof slab as required by H.E.
- 3) That the approval of the location and capacity of the suction tank, H. tank and pumping arrangement will not be provided for entire bldg. including existing floors.
- 4) That the entire water supply for existing as well as proposed extension work will not be down take supply ~~only~~ from O.H. tanks to be provided on the top most terrace of the Bldg.
- 5) That the 6" vent shaft from sewer trap chambers with 5" R.C. stone ware pipe Tee arrangement will not be made by owner to enable the B.M.C. to connect vent shaft fixed to the Bldg. by the owner and permission for doing such work will not be given by the owner to the Corporation.
- 6) That the smoke test for drainage lines will not be given before asking for occupation.
- 7) That the nahanies, terraces, sanitary blocks shall not be made water-tight/leakproof.
- 8) That the dust bin will not be provided as per C.E.'s Circular No. 2297/II of 26-6-1978.
- 9) That the compound gate will not open inside the plot.
- 10) That the trees shall not be planted at the rate of 1 tree per 80 Sq. Mtr. plot area or part thereof before submission of B.C.C.
- 1) That the surface drainage arrangement will not be made in consultation with E.E. (S.W.D.) or as per his remarks under will not be obtained and submitted before applying for Occupation Cft./B.C.C.
- 2) That the requirements of byelaw 5(b&c)/48 and 49/50 and 52/36 and 3./43 will not be complied with.
- 3) That 10'-0" wide paved pathway upto staircase will not be provided
- 4) That the surrounding open spaces, parking spaces and terraces will not be kept open and unbuilt upon and will not be levelled and developed before requesting to grant permission to occupy the Bldg. or submitting B.C.C. whichever is earlier.
- 5) That the ventilators in dead walls will not be at height of not less than 5'-3" above floor level and of size not more than 3' x 2' and number of ventilator per room shall not be restricted to one.
- 6) That the some of the passages and lobbies will not be properly lighted and ventilated.
- 7) That debris will be stacked on Municipal Road and footpath.
- 8) That the development charges as per M.R. and T.P. (Amendment) Act, 1992 will not be paid before asking for C.C.
- 9) That the adequate care in planning, designing and carrying out the construction will not be provided for the consequence of settlement of the doors and filling etc.
- 10) 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.
- 11) That the application is not made and deposit is not paid to the A.E. (Paint.) K/West for carriage entrance across road side drain at your cost before starting the work and the carriage entrance will not be provided before submitting occupation/B.C.C.
- 12) That the parking spaces will not be marked with paint before applying for occupation Cft.
- 13) That the common antenna for Television Transmission will not be provided as per the requirements of D.C. Regulations 1991 before submission OCC/B.C.C.
- 14) That Separate amalgamated P.R. Card shall not be submitted before occupation/B.C.C.
- 15) That the Cft. from Lift Inspector shall not be submitted for submission of Occupation /B.C.C.
- 16) That the Cft. under section 270-A of the B.M.C. Act will not be obtained and submitted from H.E. regarding adequacy of water supply.

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No. ER/CE/ 5381 / 189 WS / AK 20 JAN 1995

NOTES

- (1) The work should not be started unless objections *Atott* are complied with.
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional materials shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the boarding 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 atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The boarding 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 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 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 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 non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting 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 payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below, level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.
- (20) This Intimation of Disapproval is given exclusively for the 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 and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.

- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:—
- (i) Specific plans in respect of evicting or rehousing the existing tenants on 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 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 head storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary, is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the drains 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 381-A 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 or hinges. The manholes of all cisterns shall be covered with a properly fitted mosquito proof hinged cast iron cap over in one piece, with locking arrangement provide with a bolt and huge screwed on tightly serving the purpose of a lock and the warning prisms of the ribbet pretossed with screw or dome shape pieces (like a garden snail 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 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 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 openings.
 (c) The drains should be laid as require 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.

[Signature]
 Executive Engineer, Building Proposals

Zone -- W-2 -- Wards H & L W

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 COPY OF LICENSED ARCHITECT/OWNER

This I.O.D./G.C. is issued subject to the provisions of Urban Land (Ceiling and Regulation) Act 1974

MUNICIPAL CORPORATION OF GREATER BOMBAY

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/ 5381 /BSPI/WS/AF/AK of 31 JAN 1995

COMMENCEMENT CERTIFICATE

To,

✓ Shree Swami Samarth-
Prasanna Oshiwara East
Co-op. Housing Society Ltd.

Sir,

With reference to your application No. 9869 dated 6.6.1994 for Development Permission and grant of Commencement Certificate under section 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 100 Residential Bldg. CTS NO. 1 (P1) S.M.O. 41 (P1)
at premises at Street (No. 14.) village Oshiwara.
Plot No. - situated at Oshiwara, Andheri (West)
Ward R-West

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 & Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay if:-

Form 346
88

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

कार्यकारी अभियंता इमारती प्रस्ताव

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

No. BX.B./CB/382

BS/AS/AK.

(अपुनगरे) र. : भा. का. का. का.
महानगर पालिकेची कार्यालये
महानगर पालिकेची कार्यालये

Municipal Office,

MEMORANDUM

23 JAN 1995

Bombay.....199

To,

Shree Swami Samarth Prasanna Oshiwara East Co-Op. Hsg. Soc. Ltd.

With reference to your Notice, letter No. 337 dated (19) and delivered on

----- 1994 and the plans, Sections, Specifications and Description and further particulars
of the building at Bldg. No. 15, C. T. S. No. 1/Pt. off J. P. Road, Oshiwara.
S.No. 41 (pt.)

in compliance of your letter, dated 1995. 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, my disapproval
by the following reasons :-

- A) That the C.C. under section 69(1)(a) of the M.R. and T.P. Act will not be obtained before starting the proposed work.
- B) That the necessary documentary evidence regarding ownership area and boundaries of holding will not be submitted by way of extract from property Registered Card (7/12 Utara) or from D.I. of L.R., conveyance deed etc. and plot boundaries will not be got demarcated through D.I.L.R. before start of work.
- C) That the copies of I.O.D. conditions and other layout/sub-division conditions imposed by the Municipality in connection with the development shall not be given to the would be purchasers and shall not be displayed at the site.
- D) That the proper sanitary arrangements for workers will not be provided before starting the proposed work.
- E) That the Janata Insurance Policy or Policy to cover the compensation claims arising out of workmen's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the construction.
- F) 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.
- G) That the low lying plot be filled upto 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 levelled rolled, consolidated and sloped towards road side before starting the work.
- H) That the specifications for layout/D.P./or access roads/ development of setback land will not be obtained from E.E. (R.C.) H.&K-Wards before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. the completion Cft. will not be obtained from E.E. (R.C.) before submitting B.C.C.
- I) That the Structural Engineer will not be appointed as per proforma 'A' Supervision memo as per proforma 'B', will not be submitted by him, proforma 'C' will not be submitted for amended plans, if any, and proforma 'D' along with 2 sets of completion plan of structural work (one set on canvas) will not be submitted (As per C.E.'s Circular No. CE/11357/II of 3-7-1979).
- J) That the structural design and calculations for the proposed work and for existing bldg. showing adequacy thereof to take up additional load are not submitted before C.C.
- K) That the regular (sanctioned) /proposed lines and reservations will not be got demarcated at site through A.E. (Survey)/E.E. (T.&C.)/E.E. (D.P.)/D.I.L.R. before applying for C.C.
- L) That the requirements of bylaw 4(c) will not be complied and the same will not be got approved from this office by the L.P. before C.C. or before starting the drainage work.
- M)

() That the gutter pipes and down pipes are not intended to be put to prevent water dripping 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 27th day of Dec 1996 but not so as to contravene any of the provisions of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

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

Executive Engineer, Building Proposals,
Zone, Wards.

SPECIAL INSTRUCTIONS.

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

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Bombay has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 344 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. () metres above Town Hall Datum."

(4) Your attention is invited to the provisions 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 a 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 Assessors 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 Bombay to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

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

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

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

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

बृहन्मुंबई महानगरपालिका

MUNICIPAL CORPORATION OF GREATER BOMBAY

No. CE /5382/WS/AKof 23 JAN 1995

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श्री. ए. ए. शिंदे इमारती प्रस्ताव
जिल्हा अभियंता कार्यालय
महानगरपालिका बृहन्मुंबई
महानगरपालिकेची कार्यालये
जिल्हा शास्त्रज्ञ प्रामाणिक, मुंबई

- Z27) That the Cft. under section 270-A of the B. M. C. Act will not be obtained and submitted from H. E. regarding adequacy of water supply.
- Z28) That the copy of the last upto date bill paid to A. A. & C. K/ West Ward will not be submitted at the time of applying the B. C. C.
- Z29) That the D. P. reservations will not be handed over to M. C. G. B. as and when demanded and clearance to that effect will not be submitted from Dy. Ch. Eng. (D. P.) before asking for occupation Cft./B. C. C.
- Z30) 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.
- Z31) That the R. U. T. into prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F. S. I. shall not be submitted before asking for C. C. and security deposit shall not be paid before C. C.
- Z32) That the undertaking shall not be submitted for payment of difference in premium paid and calculated as per revised proposed land rate shall not be submitted.
- Z33) That the total F. S. I. shall not be restricted to 0.75 till separate P. R. Cs. are submitted.
- Z34) That the progress report of the work in progress shall not be submitted by the Architect periodically atleast after every three months till the work is completed.

- Notes: 1) That the work should not be started unless objections A to H are complied with.
- 2) That the C. C. will not be issued unless N. O. C from (i) A. A. & C. K/W, (ii) Civil Aviation, (iii) H. E., (iv) B. S. E. S. Ltd. (v) C. F. O. are obtained and conditions R, W, T, V, W, Y, Z, Z18, Z30, Z31, and Z32 are complied with.

Ask/14.1.95.

(Signature)
Executive Engineer,
Building Proposal (W.S.)
H & K. West, P. Wards.

- 22) That the O.H. water storage tanks will not be provided with bottom slab 4' 1.2 Mtrs. above roof slab as required by H.E.
- 23) That the approval of the location and capacity of the suction tank, O.H. tank and pumping arrangement will not be provided for entire building including existing floors.
- 24) That the entire water supply for existing as well as proposed extension work will not be down take supply only from O.H. tanks to be provided on the top most terrace of the Bldg.
- 25) That the 6" vent shaft from sewer trap chambers with 5" R.C. stone ware pipe 'Tee' arrangement will not be made by owner to enable the B.M.C. to connect vent shaft fixed to the bldg. by the owner and permission for doing such work will not be given by the owner to the Corporation.
- 26) That the smoke test for drainage lines will not be given before asking for occupation.
- 27) That the nahanies, terraces, sanitary blocks shall not be made water-proof/leakproof.
- 28) That the dust bin will not be provided as per C.E.'s Circular No. CE/9297/II of 26-6-1978.
- 29) That the compound gate will not open inside the plot.
- 210) That the tree shall not be planted at the rate of 1 tree per 80 Sq. Mtrs. of plot area or part thereof before submission of B.C.C.
- 211) That the surface drainage arrangement will not be made in consult. with E.E. (S.W.D.) or as per his remarks under will not be obtained and submitted before applying for Occupation Cft./B.C.C.
- 212) That the requirements of byelaw 5(b&c)/48 and 49/50, and 52/36 and 37/43 will not be complied with.
- 213) That 10'-0" wide paved pathway upto staircase will not be provided.
- 214) That the surrounding open spaces, parking spaces and terraces will not be kept open and unbuilt upon and will not be levelled and developed before requesting to grant permission to occupy the Bldg. or submitting the BCC.
- 215) That the ventilators in dead walls will not be at height of not less than 5'-3" above floor level and of size not more than 3' x 2' and number of ventilator per room shall not be restricted to one.
- 216) That some of the passages and lobbies will not be properly lighted and ventilated.
- 217) That debris will be stacked on Municipal Road/footpath.
- 218) That the development charges as per M.R. and T.P. (Amendment) Act, 1992 will not be paid before asking for C.C.
- 219) That the adequate care in planning, designing and carrying out constn. will not be taken in the proposed bldg. to provide for the consequence settlement of the floors and filling etc.
- 220) That the name plate/board showing plot No. Name of the bldg. etc. will not be displayed at a prominent place before OCC/B.C.C.
- 221) That the application is not made and deposit is not paid to the A.E. (Maint.) K/West for carriage entrance across road side drain at your cost before starting the work and the carriage entrance will not be provided before submitting occupation/B.C.C.
- 222) That the common Antenna for Television Transmission will not be provided as per the requirements of D.C. Regn. 1991 before submission of OCC/B.C.C.
- 223) That the parking spaces will not be marked with paint before applying for occupation Cft.
- 224) That Separate /amalgamated P.R. Card shall not be submitted before occupation/B.C.C.
- 225) That the cft. from Lift Inspector shall not be submitted for submission of occupation/B.C.C.
- 226) That the one set of plans mounted on canvas and two additional wet of plans will not be submitted at the time of submitting B.C.C.

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स नं. ५१ हिस्सा नं. १ अ पं.	कवजेदार	गाव ओशिवा
क्षेत्र लावणी लायक	६३ ६२५ २६५ ३६० ३८६	तालुका अंशेरी
पोट खराबा	४२० ४२१ ४२२ ४२३ ४२४	इतर हक्क लि. नं. १५५ वॉ. नं. ६५
पण	४२५ ४२६ ४२७ ४२८ ४२९	वा. का. नं. १०१ काम थ. ट्रेज. ५६ मु. नं. ६६
आकार	४३० ४३१ ४३२ ४३३ ४३४	किंजं दक्ष - विष्णु देवी जानकी प्रसाद
बुडी अथवा	४३५ ४३६ ४३७ ४३८ ४३९	मिथ्या क्षेत्र ६५० मु. व. ९९ (३१)
जादा आकार	४४० ४४१ ४४२ ४४३ ४४४	लिज. बावजीभाई की. प. व. नं. ५
प्राणी	४४५ ४४६ ४४७ ४४८ ४४९	इतर ही हिंदू अस्मरणानुमी मु. व. ९९
	४५० ४५१ ४५२ ४५३ ४५४	क्षेत्र नं. १० (४१३)
	४५५ ४५६ ४५७ ४५८ ४५९	भुवा. नं. १०१ नं. १०१ नं. १०१
	४६० ४६१ ४६२ ४६३ ४६४	५३५
	४६५ ४६६ ४६७ ४६८ ४६९	ओशिवा तेंड डेव्हलपमेंट कं. (प्रा.) लि.
	४७० ४७१ ४७२ ४७३ ४७४	५६६ ६०१ ६०२

लागवड करणाराचे नाव	क्षेत्र	रीत	पिके आणि लागवड	क्षेत्र	शेण
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असल बरहुकुम खरी नक्कल अरो

ता.

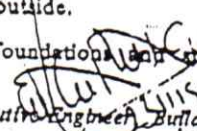
तलाठी

- (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 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 head storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary, is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the doors and other appertences 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 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 cisterns 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 man rose) with copper pipes with perforations each not exceeding 1.5 mm. in diameter. The cistern shall be made easily and permanently accessible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked 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 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 openings.
 (c) The drains should be laid as require 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.

[Signature]
 Executive Engineer, Building Proposals
 Zone - W 3 - - - - - Wards H & C (W)

✓
COPY OF LICENSED ARCHITECT/OWNER

- 4
- (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 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 head storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary, is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the doors and other appendages 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 381-A 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 or hinges. The manholes of all cisterns shall be covered with a properly fitted mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and nut screwed on tightly serving the purpose of a lock and the warning pipes of the ribbet pretressed with screw or dome shape pieces (like a garden man road) with copper pipes with perforations each not exceeding 1.5 mm. in diameter. The cistern shall be made easily and permanently accessible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked 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 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 openings.
 (c) The drains should be laid as require under Section 234-1(a).
 (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk.


 Executive Engineer, Building Proposals
 Zone - - - - - W 3 - - - - - Wards H 2 & C (W)

✓
COPY OF LICENSED ARCHITECT/OWNER

This I.O.D./G.C. is issued Subject
to the provisions of Urban Laws
(Zoning and Regulation) Act 1974

MUNICIPAL CORPORATION OF GREATER BOMBAY

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

No. CE/ 5382 /BSII/WS/PE/AR of 1 FEB 1995

COMMENCEMENT CERTIFICATE

To,

Shree. SWAMI Samadh-
Prashant Oshiwasa East
Co-op. Housing Society Ltd.

Sh.

With reference to your application No. 9807 dated
26-1-1994 for Development Permission and grant of
Commencement Certificate under section 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 Prop. Residential Bldg. CTS NO. 1 (PT), S. NO 41 (PT)
(No. 15)
at premises at Street _____ village Oshiwasa

Plot No. _____ situated at Oshiwasa, Andheri (West).

Ward K-West

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 & Town Planning Act, 1966.

6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay if:-

...2/-

(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 Bombay is contravened or not complied with.

(c) The Municipal Commissioner of Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 42 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 but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri S. M. SANE

Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This CC is valid upto 31-1-1996

his Commencement certificate is for carrying out the work upto 31-1-1996 (copy to g-l-c A & L).

For and on behalf of Local Authority
The Municipal Corporation of Greater Bombay

S. M. Sane
Executive Engineer, Building Proposals
(Western Sub.) 'HAK/West' 'K/East & PL
'Wards' FOR
MUNICIPAL COMMISSIONER FOR GREATER BOMBAY

ANNEXURE - 'C'

Mahimtura & Co.

ADVOCATES AND SOLICITORS

S. C. MAHIMTURA

101/104, BANAJI HOUSE,
361, DR. D. N. ROAD,
FLORA FOUNTAIN,
BOMBAY 400 001.
TEL. : 204 7859, 283 3720, 285 0827
FAX : 285 1927

TITLE CERTIFICATE

Re. : An immovable property being piece of land admeasuring 10,376.299 sq. mts. at Village Oshivara, Taluka Andheri, District Bombay Suburban, bearing C. T. S. No. 1/215 (part), Survey No. 41 (part).

1. We have investigated the title of SHREE SWAMI SAMARTHA PRASANNA OSHIWARA EAST UNIT NO. 13 CO-OPERATIVE HOUSING SOCIETY LTD. (hereinafter referred to as "the Society") in respect of an immovable property being a piece of land situated at Village Oshivara, Taluka Andheri, District Bombay Suburban, bearing C. T. C. No. 1/215 (part), Survey No. 41 (part) admeasuring 10,376.299 sq. mtrs. and more particularly described in the Second Schedule hereunder written (hereinafter referred to as "the said property").
2. The Society has come about as a sub-division of SHREE SWAMI SAMARTHA PRASANNA OSHIWARA EAST CO-OPERATIVE HOUSING SOCIETY LTD. registered under BOM/ KW/HSG/ (T.C.)/1563/1984-85 (hereinafter referred to as "Mother Society"). By virtue of a scheme under provision of Section 17 of the Maharashtra Co-operative Societys Act, 1960 (hereinafter called "the said Act") vide order dated 9th May, 1995 bearing No. BOM/KW/HSG/SSSPOE/Partition/ 924-1995 passed by the Deputy Registrar, Co-operative Societies (K-West Ward) Bombay, the Mother Society has been split in 14 new Societies, one of them being the Society herein.

3. The Mother Society, prior to it being split-up was owner of larger piece of land admeasuring 1,04,348.864 sq. mtrs. equivalent to 1,24,801.241 sq. yards bearing C. T. S. No. 1 (part) and Survey No. 41 (part) at Village Oshiwara, Taluka Andheri more particularly described in the First Schedule hereunder written (hereinafter referred to as the "Larger Property").

4. The Mother Society by two Agreements dated 11th May, 1982 and 11th October, 1989 had entrusted for the larger property, the work of laying out of internal roads, drains, electrical cable up to each building site to SAMARTHA DEVELOPMENT CORPORATION.

5. The Mother Society had got sanctioned from the Bombay Municipal Corporation, lay out vide order dated 20th May, 1994 bearing No. CE/1450/BSII/LOKWN amended by the order of even number dated 18th December 1995 in respect of the Larger Property whereby provision is made for gardens, internal roads and buildings. One building site, being part of the lay-out, admeasuring 10,376.299 sq. mtrs. being the said property yeilding F. S. I. (including TDR that may be obtained) of 2,58,950 Sq. ft.

6. By virtue of the scheme sanctioned vide order dated 9th May, 1995 of the Deputy Registrar Co-op. Societies, the said property now belongs to the Society. However, under the terms of the scheme, the Society along with 13 other Societies (which came out consequent on division of the Mother Society) continue to be bound by the Agreements dated 11th May, 1982 and 11th October, 1989 with the said SAMARTHA DEVELOPMENT CORPORATION and therefore the development of the infrastructure of the entire lay out up to the said property shall be provided by the said SAMARTHA DEVELOPMENT CORPORATION.

7. The Bombay Municipal Corporation has sanctioned the plans and issued I. O. Ds. and Commencement Certificates, the particulars of which are set out hereafter, in respect of the buildings to be constructed on the said property.

Bldg. No.	File No.	Date of I.O.D.	Date of Commencement Certificate
12	CE/5593/WS/AK	01-02-1995	15-02-1995
13	CE/5380/WS/AK	20-01-1995	01-02-1995
14	CE/5381/WS/AK	20-01-1995	31-01-1995
15	CE/5382/WS/AK	23-01-1995	01-02-1995

8. By an Agreement dated 07th March, 1996 (hereinafter referred to as "the Contractor's Agreement") made between the Society of the One Part and the said SAMARTHA DEVELOPMENT CORPORATION of the Other Part, the Society has appointed the said SAMARTHA DEVELOPMENT CORPORATION as its Contractor for construction of the buildings on the said property in accordance with the said sanctioned plans.

9. By another Agreement dated 11th March, 1996 (hereinafter referred to as "Collaborator's Agreement") made between the Society of the One Part and SHRI SWAMI SAMARTHA DEVELOPERS (hereinafter referred to as "the Collaborator") of the Other Part, in consideration of the Collaborator providing the finance for the buildings, the Society has appointed the Collaborator as its Agent for allotment of flats of saleable area of 2,48,500 sq. ft. (as defined therein) in the buildings being constructed on the said property.

10. In these circumstances, we are of the opinion that the title of the Society to the said property is clear, marketable and free from all encumbrances. We are of the further opinion that subject to the terms of the Collaborator's Agreement dated 11th March, 1996, the Collaborator is entitled to allot the flats of saleable area of 2,48,500 sq. ft. in the buildings being constructed on the said property and enter into Agreements for allotment of the said flats/premises.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT Piece or parcel of land or ground bearing sub final Plot No. 1, admeasuring about 1,04,348.864 sq. mts. or 1,24,801.241 sq. yds. or thereabouts, (i.e. balance area after handing over certain D. P. Road F. S. I. to B. M. C.) situated, lying and being at Village Oshiwara Taluka Andheri in the Registration District and Sub District of

Bombay City and Suburban and forming part of th Survey No. 41 above and also forming part of CTS No. 1 which Piece of land is part of a scheme of Lay out sanctioned by Bombay Municipal Corporation vide order dated 20th May 1994 bearing No. CE/1450 BS II/LOKWN amended by the order of even number dated 18-12-1995 and bounded as follows that is to say :

On or towards the North : By 90 ft. wide D. P. Road.
On or towards the East : By 44 ft. wide D. P. Road.
On or towards the South : By 40 ft. wide D. P. Road.
and beyond that by land belonging to Apna Ghar Co-operative Housing Society Ltd; and
On or towards West : By 40 ft. wide D. P. Road.

THE SECOND SCHEDULE ABOVE REFERRED TO :

Description of land coming to Society Unit No. 13 :-

Piece of land at Village Oshiwara, Taluka Andheri, District Bombay Suburban within the Registration District and Sub-district of Bombay City and Bombay Suburban bearing City Survey No. 1/215 (Part) and Survey No. 41 (Part) being the part of the lay out scheme sanctioned in respect of the larger property referred to in the First Schedule hereinabove and bearing Plot No 13 admeasuring 10,376.299 sq. metres and bounded as follows :-

On or towards the North : By Lay out gardan.
On or towards the South : By Lay out gardan.
On or towards the East : By 44 ft. wide D. P. Road.
On or towards the West : By 40 ft. wide D. P. Road.

Dated this 12th day of March, 1996.

..... For M/s. Mahimtura & Co.

Sd/-
Proprietor

① श्री. सुधीर सदाशिव तेंडोकर वय ५५ वर्षे नोकरी
 राहणार २०२, अडिती, श्री. स्वामी समर्थ नगर, अंधेरी
 (पश्चिम), मुंबई-४०००५३, हे मेळून श्री रत्ना की समर्थ
 युनिट नं. १३ को. जावरे विंगद राजकीय कोळ्याची व. र. देवधरमन,

② श्री. सुदर्शन शर्मा वय ६६ वर्षे नोकरी
 राहणार १०४, अडिती, श्री. स्वामी समर्थ नगर,
 अंधेरी (पश्चिम), मुंबई-४०० ०५३, हे मेळून श्री रत्ना की समर्थ
 ये भारतीद्वारा श्री. विद्यास कमलाकर गलाबलकर
 गांवे मुलायम मु. गा. अ. १८७ / ११६ आपत्ती जोकण.
 भारत सरकारने दिलेला पत्रपोस्ट नं. A4648321
 दिनांक १६-१२-१९९७ ते १५-१२-२००७ याद्वारे पटवितात व
 साठवताचा दस्त केव्याचे कपुल करतात.

 देणार
 (सामान्य) साठवत दस्तऐवज
 करन दिरयाचे कपुल करतात.

② *Sudashan*

①

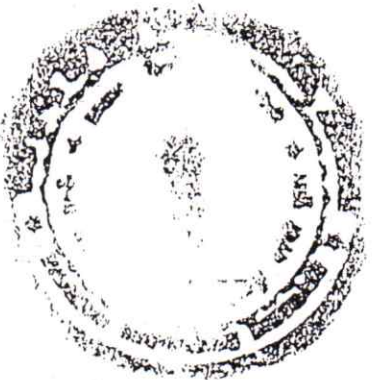
③ श्री. चंद्रशेखर चंदाण - नोकरी रा. चारकोप कांदीवली (पु.)
 मुं. ६७
 ④ श्री. रवि भाते याव - नोकरी रा. - ११ -

हे दोणे पत्रिके प्रत्येकाने करून
 देण्याकरिता नोकरी व नोकरी नसतानात
 व त्याची पोस्टात देण्यात.

① *Bhomo*
 ② *Bhalerao*

सह. मुख्यम निदेशक अंधेरी
 मुंबई उपनगर जिल्हा.

२/११/२०००



दिनांक ११/११/२०००
 पुस्तक क्रमांक १ क्रमांक खर
 नोंदवला.
 दिनांक ०२/११/२००० ११३-२२२
 ५३९
 सह. मुख्यम निदेशक अंधेरी
 मुंबई उपनगर जिल्हा.

① श्री. सुधीर सदाशिव तेंडोकर वय ५५ वर्षे नोकरी
 राहणार २०५, अडिती, श्री. स्वामी जमथ नगर, अंधेरी
 (पश्चिम), मुंबई-४०००५३, हे मेकर्स श्री रवी शिंदे यांच्या
 युनिट नं. १३ को. ११११५ ते ११-१२-२००५ याद्वारे पटवितात व
 साठेसत्ताचा दस्त केवळचे कपुल करतात.

② श्री. सुदर्शन शर्मा वय ६६ वर्षे लोकर
 राहणार १०४, अडिती, श्री. स्वामी जमथ नगर,
 अंधेरी (पश्चिम), मुंबई-४०० ०५३, हे मेकर्स श्री रवी शिंदे यांच्या
 युनिट नं. १३ को. ११११५ ते ११-१२-२००५ याद्वारे पटवितात व
 साठेसत्ताचा दस्त केवळचे कपुल करतात.

दस्तावेज देणार
 (मार्गदर्शक) साठेसत्ता दस्तऐवज
 दस्तऐवजाचे कपुल करवावे.

② *Sudhar*

①

① श्री. चंद्रशेखर चव्हाण - लोकर रा. चारकोप कांदीवली (प)
 मुंबई
 ② श्री. रवि भाते याव - लोकर रा. - ११ -

हे दोणे वीज वसुधैव कुटुंबम
 इत्यादीनां साठेसत्ता व अंधेरी व अंधेरी
 व अंधेरी कोकरात देणार.

① *Bharmy*
 ② *Bhalerao*

सह. दुय्यम निदेशक अंधेरी
 मुंबई उपनगर जिल्हा.

२/११/२०००



दिनांक ०२/११/२०००
 पुस्तक क्रमांक १ क्रमांक वर
 नोंदव्या.
 दिनांक ०२/११/२०००
 ११३-२२२
 ५३९
 सह. दुय्यम निदेशक अंधेरी
 मुंबई उपनगर जिल्हा.

घी. / १८३७/२०१९
 अनुक्रम न. ववर. / १८३७/२०१९ खालीलप्रमाणे फी शिज्याला
 सन २००० चे अधिनियम महिन्याने र. दे.
 --- २९ --- ता. खेस १२ न. नोंदणी
 --- १ --- वाजप्याचे दरम्यान राह. दु. यम. घेरे १८०५० -
 निबंधक घांदा यांचे कार्यालयात हजर करे
 केला. मध्याह्न (कोळिगोज) ६० -
 रज. यम. कार्यालय ६० -
 यपाल
 पकूण १८११०

[Signature]

सह. दुय्यम निबंधक अंधेरी सह. दुय्यम निबंधक अंधेरी
 मुंबई उपनगर जिल्हा मुंबई उपनगर जिल्हा

① श्री विर विक्रम आरीया, वय ३९ वर्ष, व्यापार
 रा. ओ (५१६), तारापोर २१वर्षी, ओशिवरा
 अंधेरी (प.) मु. ५३

दस्तऐवज करन देणार
 (तयाकथित) [Signature] दस्तऐवज
 करन दिल्याचे कवूल करतात.

① [Signature]

- ① श्री मुकेश जरोला रा. ७०२, शोरीवन-
 न्यू. मिकेरोस अंधेरी (प.) मु -
- ② श्री शरद सावनेर रा ७०१३०९५, गीधीनगर -
 वाण्डूर. मु ५९

हे दोघे घील दस्तऐवज करन
 ईमानदार आंळलत असल्याचे सांगतात
 व त्याची आंळल देतात.

२९/१० सह. दुय्यम निबंधक अंधेरी.
 २०१९ मुंबई उपनगर जिल्हा.
 १) [Signature]
 २) [Signature]

17/10/2000

DATED THIS 17th DAY OF OCT. 2000

BETWEEN

SHREE SWAMI SAMARTHA PRASANNA
OSHIWARA EAST UNIT NO. 13 CO-OPERATIVE
HOUSING SOCIETY LTD.

... SOCIETY

M/S. SHREE SWAMI SAMARTHA DEVELOPERS.

... COLLABORATOR

AND

SHRI/SMT. MIR NIKRAM BHATIA

.. ALLOTTEE

AGREEMENT OF ALLOTMENT

Flat/Parking-Space No. 306 On 3rd Floor

in Bldg. No. 12 of

**Indra
Darshan**
SECTOR-2

MAHIMTURA & CO.

Advocates & Solicitors
101/104, BANAJI HOUSE, HUTATMA CHOWK,
DR. D. N. ROAD, FORT, MUMBAI - 400 001.

715 sq. ft.
572 sq. ft.
31.5'

180400
103130 STP

18050-02/18

2w/10

153-222
539

10/10/1999