

04/05/2023

सूची क्र.2

दुय्यम निबंधक: सह दु. नि. मुंबई शहर 3

डाळा पश्चिम, मुंबई , महाराष्ट्र, मुम्बई.

TWENTY RUPEE

दस्त क्रमांक : 9076/2023

नोदंणी : Regn:63m

गावाचे	नाव :	मादुंगा
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(1)विलेखाचा प्रकार

पर्यायी जागेचा करार

(2)मोबदला

O

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते 408300

नमुद करावे)

(4) भू-सापन,पोटहिस्सा व घरक्रमांक(असल्यास) 1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :, इतर माहिती: सदनिका नं. 302,तिसरा मजला,श्री सत्य सदन , प्लॉट नं 6ए, शिवडी वडाळा ईस्टेट स्किम नं 57 नाथालाल पारेख मार्ग,माटुंगा रोड, माटुंगा मुंबई 400019, क्षेत्रफळ 422 चौ.फुट कारपेट( ( C.T.S. Number : 564 ; ) )

(5) क्षेत्रफळ

1) 422 चौ.फट

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहन ठेवणा-या पक्षकाराचे नाव र्किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-मेसर्स ओजल डेव्हलपर्स एलएलपी तर्फे डेझिग्नेटेड पार्टनर तन्जा मनोज - गोलतकर वय:-54; पत्ता:-प्लॉट नं: ऑफिस 1202/03, माळा नं: ., इमारतीचे नाव: मॅग्रम टॉवर, ए विंग, , ब्लॉक नं: ., रोड नं: चिवडा गल्ली, डॉ. एस एस राव रोड, लालबाग, मुंबई , महाराष्ट्र, मुम्बई. पिन कोड:-400012 पॅन नं:-AAHFO5365R 2): नाव:-मान्यता देणार -सहाय्यक आयुक्त एफ/नॉर्थ वार्ड ऑफ बृहन्मुंबई महानगरपालिका तर्फे सहाय्यक अभियंता (मेंट) एफ/नॉर्थ राहुल बी शिंदे . वय:-40; पत्ता:-प्लॉट नं: ., माळा नं: दुसरा मजला,, इमारतीचे नाव: ., ब्लॉक नं: .,

1): नाव:-मनोज वसंत गोलतकर वय:-55; पत्ता:-प्लॉट नं<u>क्स नंबर</u> 46, , माळा नं: ., इमारतीचे नाव: जय शिवाजी

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रोड नं: 96, माऊदाजी मार्ग, मुंबई, महाराष्ट्र , महाराष्ट्र, मुम्बई. पिन कोड:-400019 पॅन नं:-

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व र्किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

पिन कोड:-400031 पॅन नं:-AAMPG88 28/04/2023

नगर, , ब्लॉक नं: बाळाराम बाबू खेडेकर मार्ग, बड्राइ

(9) दस्तऐवज करुन दिल्याचा दिनांक (10)दस्त नोंदणी केल्याचा दिनांक

02/05/2023

(11)अनुक्रमांक,खंड व पृष्ठ

9076/2023

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

20500

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

4200

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुल्यांकनाची आवश्यकता नाही कारण द्स्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील द्स्तप्रकारनुसार आवश्यक

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे. या व्यवहाराचे विवरण पत्र ई-मेल द्वारे बृहन्मुंबई महानगरपालिकेस पाठविणेत आलेला आहे. आता हे दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily It is necessary to update Relevant records of Property/ Property tax after registration of document. Details of this transaction have been forwarded by Email (dated 03/05/2023) toMunicipal Corporation of Greater Mumbai. No need to spend your valuable time and energy to submit this documents in person.

शहर क्र. ३.

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### Payment Details

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sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	iDeface Number	Deface Date
1	OJAL DEVELOPERS LLP	eChallan	10000502023042508710	MH001168037202324P	20500.00	SD	0000738208202324	28/04/2023
2		DHC		2504202314989	1000	RF	2504202314989D	28/04/2023
3	OJAL DEVELOPERS LLP	eChallan		MH001168037202324P	4200	RF	0000738208202324	28/04/2023

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]





Document landling Cha₹ges Inspector General of Registration & Stamps

# **Receipt of Document Handling Charges**

PRN 2504202314989

Receipt Date 28/04/2023

Received from Ojal Developers LLP , Mobile number 9987480912, an amount of Rs.1000/-, towards Document Handling Charges for the Document to be registered on Document No. 9076 dated 28/04/2023 at the Sub Registrar office Joint S.R. Mumbai City 3 of the District Mumbai District.

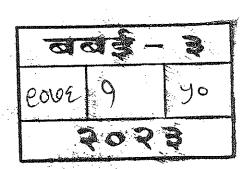
▼ 1000

DEFACED

## **Payment Details**

Bank Name	SBIN	Payment Date	25/04/2023
 Bank CIN	10004152023042513576	REF No.	311526821014
 Deface No	2504202314989D	Deface Date	28/04/2023

This is computer generated receipt, hence no signature is required.



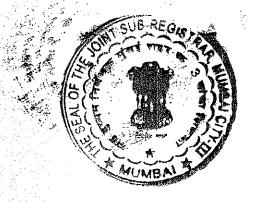


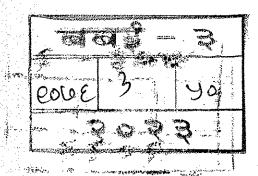
## CHALLAN MTR Form Number-6

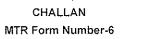


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Department Inspector General Of Registr	ation	AND THE PROPERTY OF THE PROPER	·····	Payer Details			~
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Location MUMBAI							
Year 2023-2024 One Time		Flat/Block N	lo.	302, SHRI SATVA SAD	AN	3	-
Account Head Details	Amount In Rs.	Premises/B	uilding	The state of the s			î.
0030045501 Stamp Duty	20500.00	Road/Street	· · · · · · · · · · · · · · · · · · ·	NATHALAL PAREK		NGA ROA	AD
0030063301 Registration Fee	4200.00	Area/Locality		MUMBAI			
		Town/City/D	District				
		PIN		4	0 0	0 1	9
		Remarks (If	(If Any)				
		SecondPartyName=MANOJ VASANT GOLATICAR-					
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		Amount In	Twenty F	our Thousand Seven Hu	indred Ruped	es Only	
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Cheque/DD No.		Bank Date	RBI Date	25/04/2023-17:50:34	Not Verif	ied with R	 ₹BI
Name of Bank		Bank-Branch	1	STATE BANK OF IND	IA	•	
Name of Branch		Scroll No., C	Date	Not Verified with Scro			

Department ID : Mobile No. : 9987480912 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवल दुस्यम निषंधक कार्यालयात नोदंगी करातयाच्या दस्तांसाठी लागु आहे . नोदंगी न करावयाच्या दस्तांसाठी सदर चलन लागु









GRN MH001168037202324P BARCODE			III Dat	e 25/04/2023-17:50:19	Form ID 25.2	
Department Inspector General Of Registration				Payer Details	F SUB-REA	
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Type of Payment Registration Fee		PAN No.(if A	(pplicable)	AAHFO536SR		
Office Name BBE3_JT SUB REGISTRA MUMBAI CITY	73	Full Name		OJAL DEVELOPERS I	P. 1987	
Location MUMBAI				135		
Year 2023-2024 One Time		Flat/Block I	No.	302, SHRI SATYA SA	10 Sec. 20	
Account Head Details	Amount In Rs.	Premises/E	uilding		AOMBAL 3	
0030045501 Stamp Duty	20500,00	Road/Stree	t	NATHALAL PAREKH M	ARG, MATUNGA ROAD	
0030063301 Registration Fee	4200.00	Area/Locality MUMBAI				
		Town/City/	District			
		PIN		4	0 0 0 1 9	
		Remarks (If Any)  SecondPartyName=MANO_VASANT GOLATKAB				
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		Amount In	Twenty I	Four housand Seve Hu	ed Risoees Inly	
Total C/AC	24,700.00	Words	**************************************			
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Cheque-DD Details		Bank CIN	Ref. No.	100005020230425087	10 1296684053333	
Cheque/DD No.		Bank Date	RBI Date	25/04/2023-17:50:34	Not Verified with RBI	
Name of Bank		Bank-Branc	h	STATE BANK OF INDI	A	
Name of Branch		Scroll No.,	Date	1012121 , 28/04/2023		

Department ID: Mobile No.: 9987480912 NOTE:-This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. तदन राजन केवल होन्सन निवंधक कार्योदासाव बोदणी करावसारमा दस्तासाठी त्याम् आहे - लोदणी व करावसारमा दस्तासाठी स्वदर चलन ताम्

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Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(iS)-450-9076	0000738208202324	28/04/2023-18:10:54	IGR184	4200.00
2	(iS)-450-9076	0000738208202324	28/04/2023-18:10:54	IGR184	20500.00
			Total Defacement Amount		24,700.00



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# AGREEMENT FOR PERMANENT ALTERNATE ACCOMMODATION

THIS AGREEMENT is made and executed on this 28 day of April, 2023 at Mumbai.

BETWEEN

M/s. Ojal Developers LLP, a limited liability company (CIN No. AAX-9333), PAN No. AAHFO5365R, registered under Indian Companies Act, 1956 and governed by the provisions of the Companies Act, 2013 having its registered office address at 1202/03, Magnum Town, Wilig-Re. A, Chiwda Galli, Dr. S. S. Rao Road, Lalbaug, Mumbai – 400 012, hereinatter called "DEVELOPERS" (which expression shall unless repugnant to the context or meaning theread mean and include its successors, assigns and administrators) of the ONE PART.

Mr. Manoj Vasant Golatkar (Pan Card – AAMPG8809K) an adult, Indian Juhabitant Mumbai, having address at Structure bearing No.46, Jai Shivaji Nagar Hutments, Bararan Babu Khedekar Marg, Wadala Bus Depot, Wadala-(West), Mumbai – 400 031 (Aadhar and NBA) 5438 9946 3054) hereinafter referred to as the "OCCUPANT OF THE PROTECTED STRUCTURE" (OPS), (which expression unless repugnant to the context or meaning thereof shall mean and include his/her heirs, legal representatives, executors and administrators) of the OTHER PART.

AND

THE ASSISTANT COMMISSIONER, MCGM, having its office at "F/North" Ward, 96, Bhaudaji Marg, 2<sup>nd</sup> Floor, Mumbai, Maharashtra 400019, hereinafter referred to as "CONFIRMING PARTY" (which expression shall unless it be repugnanted by context or meaning thereof be deemed to mean and include their respective heirs, executors and

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administrators) of the THIRD PART;

## WHEREAS:

A. The Municipal Corporation of Greater Mumbai (hereinafter referred to as MGM) is the Owner of the plot of land admeasuring 372.9 square meters or thereabouts equivalent to 445.98 sq. yards bearing C.S. No. 564 of Matunga Division in the Registration District and Sub-District of Mumbai City situate at Plot No.6A of Sewri Wadala Estate Scheme No.57, bearing Ward No. FN-5188(2) & FN-5188(1), Matunga Road, Matunga, Mumbai – 400 019. together with structures standing thereon known as "Satya Sadan" comprising of ground floor (hereinafter respectively referred to as the "the said Plot" and "Old structures" and collectively referred to as "the said Property") and more particularly described in the First Schedule hereunder written;

- B. The said Property is lying in "F/N" Ward and is in residential zone. The MCGM has framed guidelines for the redevelopment of the old municipal structures/buildings constructed prior to 1940 by the Municipal Tenants Co-operative Housing Society on the land owned by the Municipal Corporation of Greater Mumbai under the Regulation No. 33(7) of the Development Control Regulations of Greater Mumbai, 1991;
- C. The MCGM has issued No Objection Certificate No. <u>FN/39136/M.</u> dated <u>15/02/2023</u> is annexed hereto and marked as Annexure "A".
- D. The said Property stands in the relevant revenue and survey records in the name of Municipal Corporation of Greater Mumbai.
- E. The Developers intend to redevelop the said Property as provided under Regulation 33(7) of D.C. Regulations for Greater Mumbai, 1991 read with provisions of Maharashtra Housing And Area Development Act, 1976 and the Maharashtra Regional Town Planning Act, 1966 and the Mumbai Municipal Corporation Act, 1888, as amended up to date, and reconstructing a new building in lieu thereof.

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- F. The M.C.G.M. has issued Intimation of Disapproval (IOD) bearing reference No. <u>P-10891/2022/(564)/F/North/MATUNGA/IOD/1/New</u> dated <u>19-01-2023</u> and is annexed hereto and marked as Annexure "B".
- H. Mr./Mrs. Manoj Vasant Golatkar, the OCCUPANT OF PROTECTED STRUCTURE was in use/occupation of the Structure bearing No. 46, Jai Shivaji Nagar Hutments, Balaram paid Code by Marg, Wadala Bus Depot, Wadala-(West), Mumbai 400 031 (hereinafter felerica to as? The Said Old Premises"), as specified in the NOC issued by the MCGM, which structure was scelared as PROTECTED STRUCTURE, since the same was falling on Road. He is the COLIPANT OF PROJECTED STRUCTURE, which is confirmed by MCGM.

I. The T. LOPERS herein vide their letter dated 13.01.2023 requested the MCGM to allow them to labilitate the OCCUPANT OF PROJECTED STRUCTURE herein, being the CCUPANT OF PROTECTED STRUCTURE("OPS") of the protected structure, in their redevelopment scheme on the said Propertly by availing benefit under DCPR 33(12)B of the Development Control Regulation for Greater Mumbai, 2034 and (said regulation) and MCGM by its NOC bearing Number No. FN/39136/M. dated 15/02/2023, for rehabilitation of the OCCUPANT OF PROTECTED STRUCTURE herein on the terms and conditions set out therein. A copy of the said NOC Letter bearing No. No. FN/39136/M. dated 15/02/2023 is annexed at Annexure."A" hereto.

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

Inat the recitals contained above form integral and operative part of this Agreement as if the

The Developers in pursuance of the letter/NOC reference No. FN/39136/M. dated 15/02/2023 addressed to the Developers by Confirming Party (Assistant Commissioner, F/North - Ward), informing the Developers of the details of the protected structures consisting of the protected structure occupied by the occupant herein on the proposed alignment of Balaram Babu Khedekar Marg, F/North Ward, for rehabilitation agree on the observance of the terms and conditions as applicable to the Occupant of Protected Structure, to allot by way of Permanent Alternate Accommodation Agreement (PAAA) on ownership basis, a self-contained residential premises of minimum area of 27.87 sq. mtrs. (300 sq. ft.) of carpet area to the Occupant of Protected Structure in the multi-storeyed building to be constructed by the Developers on the said Property.

- The Developers in lieu of the having handed over the said protected structure in his/her occupation for demolition and removal from site to facilitate the development of the existing Road, the Developer is to allot a Permanent Alternate Accommodation (PAA), to the Occupant of Protected Structure, a self-contained residential premises bearing No. 302 on 3<sup>rd</sup> floor, in the multi-storeyed composite building to be named as "SHRI SATYA SADAN" having carpet area being 27.87 sq. mtrs. (300 sq. ft.) along with approximate compensatory fungible carpet area of 11.37 sq. meters thereon aggregating to 39.24 sq. meters (422 Sq. Ft.) Carpet area (hereinafter referred to as the "said PAA"), in lieu of existing OPS area, in the multi-storeyed composite building to be constructed on the said property, the copy of the floor plan of the said PAA marked with the Red Colour boundary line is annexed hereto as "Annexure D".
- 3) The OPS is being allotted a well-constructed self-contained residential premises/PAA admeasuring about 39.13 sq. meters (421 Sq. Ft.) in the multi-storied composite building, and hence the OPS by his/her own will have agreed to arrange his/her own transit and temporary alternate accommodation till the time Developers hand over possession of the Permanent

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Alternate Accommodation on ownership basis to the OPS and the OPS agrees not to make any further claim in regards to temporary alternate accommodation/transit accommodation & shifting from the Developers or from any government authorities.

- The Occupant of Protected Structure declares that prior hereto he/she/they were in possession of the said protected structure, being Structure bearing No. 46, Jai Shivaji Nagar Hutments, Balaram Babu Khedekar Marg, Wadala Bus Depot, Wadala-(West), Mumbut 91300 031, which was required to be demolished for the purposes of implementation of DOD ROSS (12) (B) as the structure contravenes the D.C.P.R (33) (12) (B) Scheme and on execution hereof has vacated and handed over the possession of the same to the DEVELOPERS and which the DEVELOPERS have demolished.
- The Occupant of Protected Structure agrees and declares that he/she/they ware aware of the fact that the DEVELOPERS have agreed to re-accommodate him/ her in their redevelopment project building situated at C.S. No. 564 of Matunga Division in the Registration District and Sub-District of Mumbai City situate at Plot No.6A of Sewri Wadala Estate Scheme No.57, bearing Ward No. FN-5188(2) & FN-5188(1), Matunga Road, Matunga, Mumbai 400019, as he/she/they is/are entitled to be rehabilitated in terms of provisions of D.C.P.R 33(12) (B) in lieu of the structure in his/her/their occupation on the terms and conditions imposed by the Competent Authority and recorded in letter bearing reference No. FN/39136/M. dated 15/02/2023 and is giving undertaking that he/she has not availed of any other Permanent Alternate Accommodation in lieu of the said protected structure and will observe the teams and conditions of allotment.

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6) The Occupant of Protected Structure agrees to furnish the proof, on dem compliance and observance of all terms and conditions imposed by the Competer entitle him of the allotment of the PAA by the Developers herein.

- The Occupant of Protected Structure to be rehabilitated as per regulation 33(12) (B) of 2034 will become members of the co-operative housing society in the building to be developed on Plot bearing Cadastral Survey No. 564 of Matunga Division in the Registration District and Sub-District of Mumbai City situate at Plot No.6A of Sewri Wadala Estate Scheme No.57, bearing Ward No.FN-5188(2) & FN-5188(1), Matunga Road, Matunga, Mumbai 400 019, and there will be no further liability with Assistant Commissioner, F/North Ward OF MUNICIPAL CORPORATION OF GREATER MUMBAI and/or any other officer acting on his/her behalf in respect of this component and allotment of the PAA.
- 8) The Occupant of the Protected Structure agrees and undertakes that he/she and/or his/her nominees shall apply and become member of the co-operative Housing Society and shall abide by the Bye Laws, Rules and Regulations of the society from time to time and pay the share money to the society directly.
- 9) The Occupant of Protected Structure agrees and undertakes that he/she shall pay all outgoings taxes and other charges including maintenance in respect of the residential premises to the society and / or the Developers on demand.
- The possession of the residential premises being Alternate accommodation on permanent ownership basis shall be handed over to the Occupant of Protected Structure and/or his nominees on the completion of the construction of the multi-storeyed composite building along with all the amenities as per the list annexed hereto at Annexure "E". The Occupant of Protected Structure shall not take any objection of any nature whatsoever to the construction and will not be entitled to raise any grievances in respect of the PAA being provided to the Occupant of Protected Structure.

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The Developers will submit to the Municipal Corporation of Greater Mumbai plans for construction of the new buildings and shall cause the same to be duly approved with provision for the premises to be provided to the OPS and/or his/her nominees in accordance with his requirements. The Occupant of Protected Structure agrees to accept a residential premises as Permanent Alternate Accommodation in lieu of the said protected structure. The Occupant of Protecter Structure shall fully cooperate with the Developers for the construction of the new punding and shall not in any manner obstruct or put any hurdle during the period of the construction. The OPS will execute from time to time such other deeds, documents and writing the period by the Developers for the purpose of recording the surrender of the structure and the laternant of the Permanent Alternate Accommodation.

The Occupation of Protected Structure declares and confirms that he/she was alone in use and occupation of he said structure on the existing road and no other person had any right of any have the existing and as a result he/she is the only person entitled to be reaccommodated in the new building and no other person has any right or interest in the residential premises to be allotted to him/her by the DEVELOPERS as PAA. The Developers have allotted to the Occupant of Protected Structure, a residential premises believing the representations made by the OPS to be true and the OPS agrees at his/her own cost to indemnify and keep indemnified the DEVELOPERS and the MCGM in respect of claim if any made by any person whatsoever relating to the structure or the PAA.

- The Occupant of Protected Structure specifically agrees that he/she shall have no right on the building or any part thereof except upon the residential premises being hereby allotted to him/her as Permanent Alternate Accommodation. The Developers shall be entitled to utilize FSI in the manner the Developers deem fit by loading the same on the building constructed for sale or for sale of the FSI to any person or company to which the Occupant of Protected Structure has no Diection and shall not make any claim nor raise any objection and shall not claim any right on the FSI. The Occupant of Protected Structure reiterates and makes it clear that he/she shall have no right over the said property or any building or premises or shops constructed by the Developers except the residential PAA allotted to him/her on permanent and ownership basis. The Developers shall be entitled to sell at their own all premises or shops to which Occupant of Protected Structure shall not take any obstruction.
  - 14) The Occupant of Protected Structure shall sign all applications for electricity meter, water connection etc. and shall pay the meter deposits for water and electricity to the Developers as demanded.
  - As Per clause (k) of DCPR 33 (12) (b), the Developers of the scheme shall be eligible for the built-up area (BUA) required for rehabilitation of existing tenants/occupants plus incentive BUA to the extent of 50% of BUA required for rehabilitation. However, the total FSI on plot/layout shall not be allowed to be exceeded up to 4.00.
  - The Developers shall hand over possession of all premises to the purchasers as well as the respective OPS in the buildings constructed on the said plot of land duly complete with Full Occupation Certificate, and shall transfer the said property to the society or Apex society as the case may be by way of executing and registering Lease and / or Conveyance.
  - 17) The Developers undertake to apply and obtain the Occupation Certificate from the Municipal Corporation of Greater Mumbai in respect of the said building in which the said PAA allotted to the Occupant of Protected Structure is situated.
  - 18) The Developers shall give possession of the said residential premises to the OPS, PROVIDED THAT the Developers shall be entitled to reasonable extension of time for giving

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delivery of possession of the said PAA, if the completion of said Sale Building in which the PAA is to be situated is delayed on account of -

i. war, civil commotion, pandemic etc... or act of God;

ii. any notice, order, rule, notification of the Government and/or other public or co Authority/Court.

- 19) It is hereby agreed between the Developers and the OPS that any ancillary charges, expenses, etc. that may be levied by any competent authority for the purpose of accomplete the occupant of the protected structure failing in the alignment road in the permanent alternative accommodation in the above mention scheme, then all such charges shall be borne factually between the Developers and the OPS, and the Confirming Party and or its managing authority shall have nothing to do with the same and the Developers and the OPS shall not make any such claims from the Confirming party at any stage and keep the confirming party and its acting authority indemnified from the same at their own risk, cost and expense.
- 20) PROCEDURE FOR TAKING POSSESSION The Developers, upon obtaining the Occupancy Certificate from the Competent Authority with respect to the said Building and shall offer in writing the possession of the said PAA, residential premises to the OPS in terms of this Agreement to be taken within 15 days (Fifteen Days) from the date of issue of such notice.
- 21) The OPS agrees to pay the maintenance charges as determined by the Developers or association of allottees/existing society in the said Building, as the case may be.

The OPS shall take possession of the said premises within 15 days of his rition Notice of from the Developers to the OPS intimating that the said Apartment is ready for use and occupancy.

- a written intimation from the Developers, the OPS shall take possession of the said PAA from the Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developers shall give possession of the said PAA to the OPS herein. In case the OPS fails to take possession within the timeframe mentioned above, the OPS shall continue to be liable to pay maintenance charges as applicable. In the event the OPS fails to take possession of the PAA on permanent basis, the Developers as per condition mentioned in the NOC shall hand over the key and possession to the MCGM.
- 24) The OPS shall use the said PAA, residential premises or any part thereof or permit the same to be used only for purpose of residence.
- 25) The Occupant of Protected Structure on demand or on before delivery of possession of the said PAA, residential premises shall pay to the Developers, the following amounts: -
- i. Rs. As Applicable/- for share money, application entrance fee of the Society, Association or Company to be formed of the allottees in the said Building.
- ii. Rs. As Applicable/- for formation and registration of the Society, Association or Company to be formed of the allottees in the said Building.
- iii. Rs. As Applicable/- for proportionate share of taxes and other charges/levies in respect of the Society, Association or Company to be formed of the allottees in the said Building.
- iv. Rs. As Applicable/- towards provisional monthly contribution of 24 months towards outgoings of Society, Association or Company to be formed of the allottees in the said Building.

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v. Rs. As Applicable/- for deposit towards Electric, Water, and other utility and services connection charges for the said Building and/or the said property.

The OPS or herself/himself with intention to bring all persons into whosoever hands the aid 2.2. The OPS or herself/himself with intention to bring all persons into whosoever hands the aid 2.2. The OPS or herself/himself with intention to bring all persons into whosoever hands the aid 2.2. The OPS or herself/himself with intention to bring all persons into whosoever hands the aid 2.2. The OPS or herself/himself with intention to bring all persons into whosoever hands the aid 2.2. The OPS or herself/himself with intention to bring all persons into whosoever hands the aid 2.2. The OPS or herself/himself with intention to bring all persons into whosoever hands the aid 2.2. The OPS or herself/himself with intention to bring all persons into whosoever hands the aid 2.2. The OPS or herself with a constant and a constant and a constant a cons

To main the said PAA Premises at her/his own cost in good and tenantable repair and sond from the case that of possession of the said PAA premises is taken and shall not do or suffer the done of thing in or to the said Building in which the said premises is situated which may be used to the said premises or bye-laws or any part thereof without the consent of the Local Authorites are equired.

dangerous nature or are so heavy as to damage the construction or structure of the said building in which the said premises is situated or storing of which goods is objected to by the concerned Local or other Authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said premises is situated, including entrances of the building in which the premises is situated and in case any damage is caused to the said Building in which the said premises is situated or the said premises on account of negligence or default of the OPS/occupant in this behalf, the OPS shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said PAA premises and maintain the said PAA premises in the same condition, state and order in which it was delivered by the Developers to the OPS and shall not do or suffer to be done anything in or to the said building in which the said PAA premises is situated or the said PAA premises which may be contrary to the other and regulations and bye-laws of the concerned Local Authority or other Public Authority. In the event of the OPS committing any act in contravention of the above provision, the OPS shall be responsible and liable for the consequences thereof to the concerned Local Authority and/or other Public Authority.

Not to make any alteration in the elevation and outside colour scheme of the said building in which the said premises is situated and shall keep the portion, sewers, drains and pipes in the said premises and the appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the said building in which the said premises 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 premises without the prior written permission of the Developers.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the said building in which the said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said residential premises in the compound or any portion of the said property and the said building in which the said premises is situated.
- vii. Pay to the Developers within fifteen days of demand by the Developers his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said Building in which the said premises is situated.

viii. Not to erect or fix grills to windows, balconies, other openings in the said premises otherwise than the design and specifications finalized by the Developers.

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Meaning

- It shall be the duty of the OPS and the Developers to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by each other, as the case may be.
- 28) The Developers shall bear and pay the Stamp Duty and Registration Charges registration of this Agreement, Affidavits and Declaration etc. and shall bear the Advocates and out of pocket expenses.
- 29) The Assistant Commissioner, F/North Ward has hereby delegated the power to sign, execute and register this Tripartite Agreement to Assistant Engineer, F/North Ward, copy of the same is annexed herewith as Annexure "F".
- 30) It shall be the responsibility of the Developers to keep detailed amounts deposited by the Occupant of Protected Structure till the date of formation of the Society. No amount is deposited till execution of this Agreement.
- The Developers and the OPS may at their own discretion, if opt to enter into any further supplemental agreement to record any further mutually agreed terms and conditions between themselves, shall ensure that any such new terms and conditions shall strictly be in adherence of the letter bearing reference No. FN/39136/M. dated 15/02/2023 annexed hereto as Annexure "A" issued by the Assistant Municipal Commissioner, F/North Ward, MCGM. Further, both the developers and the OPS shall keep the MCGM and its officers indemnified at their own risk, cost and expenses, towards any consequences that may arise from the execution of any such further terms and conditions between the Developers and the OPS, and the MCGM shall not be a part of, any of such terms and conditions and shall also not be part towards any legal proceedings that may be an outcome of the same.

## 32) DISPUTES: -

- i. If any dispute, difference or question shall arise between the parties he to an appear on or persons claiming through any party hereto and the other party or between the persons claiming through both the parties hereto regard to interpretation of any one or more clauses herein or as to the rights, liabilities and obligations of the parties or accounts or as to the damages, then the same shall be referred to Arbitration before the Sole Arbitrator to be appointed by both the parties as per the provisions of the Arbitration & Conciliation Act, 1996 or any modification or re-enactment thereof. Arbitration proceedings shall be under the provisions of Arbitration & Conciliation Act, 1996 or any modification or re-enactment thereof.
- ii. All disputes concerning this agreement shall be subject to the jurisdiction of Courts in Mumbai.
- iii. Not to make MCGM as a party to any dispute/ legal proceeding, and all liabilities to settle any dispute of the occupant shall be the sole responsibility of the developer alone.

# THE SCHEDULE HEREINBEFORE REFERRED TO:

PERMANENT ALTERNATE ACCOMMODATION(PAA) bearing self-contained residential premises bearing No. 302 on 3<sup>rd</sup> floor, in the multi-storeyed composite building to be named as "SHRI SATYA SADAN" having carpet area being 27.87 sq. metres. (300 sq. ft.) along with approximate compensatory fungible carpet area of 11.37 sq. meters thereon aggregating to 39.24 sq. meters (422 Sq. Ft.) Carpet area situated at C.S. No. 564 of Matunga Division in the

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Registration District and Sub-District of Mumbai City admeasuring 372.9 square meters or thereabouts equivalent to 445.98 sq. yards together with the structures thereon situate at Plot No.6A of Sewri Wadala Estate Scheme No. 57, bearing Ward No. FN-5188(2) & FN-5188(1), Matunga Road, Matunga, Mumbai – 400 019, MCGM.

have signed an executed this Agreement on the date and year mentioned first hereinabove.

by the Within named "DEVELOPERS"
M/s. OJAL DEVELOPERS LLP
Through its designated partner
Mrs. Tanuja Manoj Golatkar
In the presence of ....

1. SaheIMG 2. About

SIGNED, SEALED & DELIVERED
By the within named
"OCCUPANT OF PROTECTED STRUCTURE"
Mr./Mrs. Manoj Vasant Golatkar
In the presence of ....

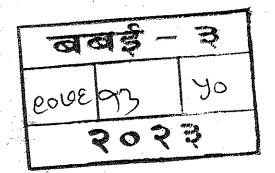
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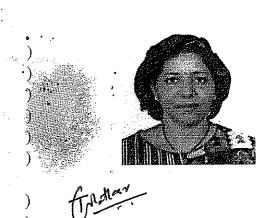
SIGNED, SEALED & DELIVERED
By the within named
"CONFIRMING PARTY"
"ASSISTANT COMMISSIONER, F/N -WARD"
BRIHANMUMBAI MUNICIPAL CORPORATION
Through Its Authorised Representative

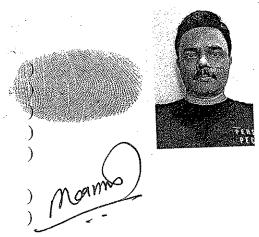
Ass+Engineer (Maintenance, F/North Ward)
Mr. Rahul Shinde

In the presence of ....

1. SahelMG.

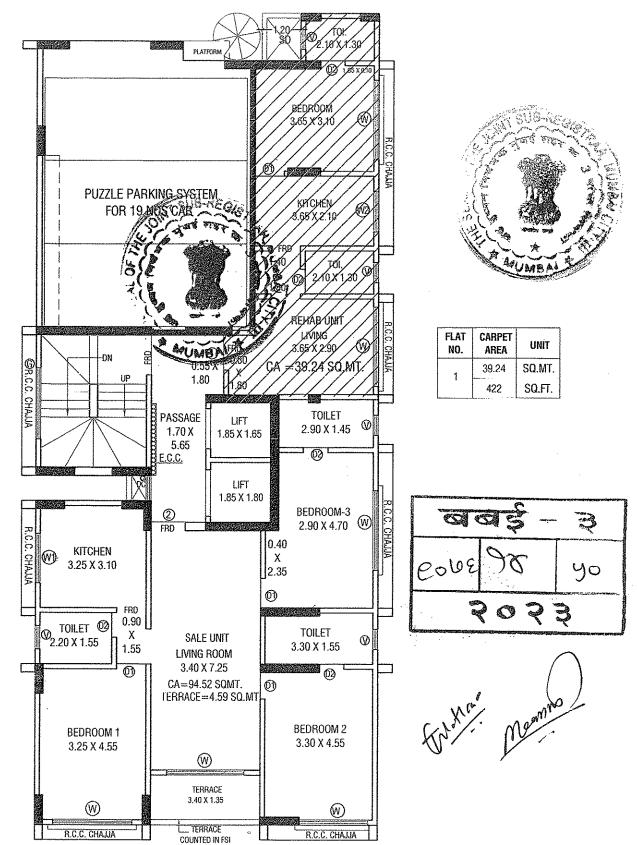












3RD FLOOR PLAN

DESCRIPTION OF PROPOSAL

REDEVELOPMENT OF SATYA SADAN BUILDING, NATHALAL PAREKH ROAD, MATUNGA MUMBAI



DATE: 30.01.2023 SCALE: N.T.S DRAWN BY:



ODBOLE MUKADAM 8. ASSOCIATES

2. HAXSHATRA HERITAGE, NR. KARVE
HOSPITAL, HINDU COLONY,
BRAHMIN SOC., NALIPADA,
THANE(NY)-400 602.
PH. NO. - (022)25:364052, 25384498.

ARCHITECT

# LIST OF AMENITIES OF THE RECONSTRUCTED" SATYA SADAN"

### 1. GENERAL

- · R.C.C frame structure with Earthquake Resistance Design Construction.
- · Water proof acrylic paint on exterior surface.
- Anti termite treatment around building.
- Fitness Centre

# 2. AMENITIES TO THE SOCIETY

- · Well-designed entrance lobby.
- · Schindler /Omega/ Eros/ Otis or similar reputed make Passenger lift. (Two Nos)
- Intercom system connecting all flats in the building.
- · Staircase Kota Stone flooring
- · Fire Fighting System for the Building as per approved by MCGM.

# 3. AMENITIES INSIDE FLAT

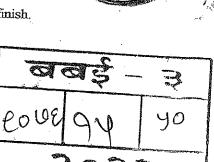
- · Vitrified floor tiles (Johnson, Kajaria or equivalent) in all rooms.
- · Plastic paint (Nerolac or equivalent) on internal wall with POP finish.
- · All doors- main and internal are laminated flush doors.

### 4. KITCHEN

- · Vitrified tiles (Johnson, Kajaria or equivalent) flooring.
- Granite platform with stainless steel sink.
- 5 feet dado above platform.
- · Provision for aqua guard and exhaust fan.

# 5. BATHROOM / TOILETS

- Ceramic (anti-skid) tiles flooring.
- · Jaguar or Equivalent quality of sanitary fixtures and C.P. Fittings.
- Ceramic tiles dado from floor to 8.0 ft height.
- Exhaust fan provision.
- · Concealed UPVC pipes in all the bathrooms.



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# 6. ELECTRICALS

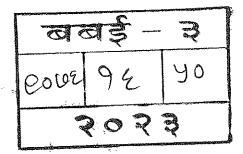
- Concealed copper wiring.
- · Miniature circuit breakers & E.L.C.B in every flat.
- . 15 Amp plug for Ac in living room and bedrooms.
- Telephone points in living room.

# 7. DOORS & WINDOWS

- The entrance door to premises shall be 1 1/4" thick solid flush door with both sides finished with Laminate. It shall have brass hinges and Godrej night latch / Lock.
- All baths and W.C.'s door shall be water proof with FRP door fitted with hinges and C.P baby latch, and handles. The door will be finished with Laminates.
- The other doors shall be commercial laminate flush door with hinges and CP tower bolt, and handles as require.
- All windows shall be anodized/ powder coating aluminum siding with clear glass.

# 8. WATER SUPPLY:

- The building shall be provided with R.C.C. underground & overhead R.C.C tanks with pumping arrangement as per the requirement of water Department of Concerned Local authority with adequate pumps.
- Water will be supplied to the bathrooms using UPVC pipes of Astral/Finolex or equivalent make.



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REED AS COL. 15 ((A) A THE MUNICIPAL CORPORATION OF GREATER BOMBAY

- (LEBSON) :

(B) -B - [SHRI RANCHOD DEVRAN]

[ - (LESSEE) - ]

(C) -C - [CHANDRAKALA SURYAKANT GAJJAR]

[ - (EXECUTRIX) - ]

;(B)-(DEED NO.2282) DEED OF LEASE DI.8-8-79 FROM 'A' IN COL.10 ID 'B IN COL.10 FOR TERM OF PERPETUITY FROM 10-7-1940 SD/-22-10-80

(C)-PRODATE PETITION NO.197/1983) PROBATE BT.10/07/1984 GRANTED THE HON'BLE HIGH COURT BOYBAY IN PETITION NO.197/1983 TO 'C'IN COL.10 AS EXECUTOR FOR THE WILL OF DECEASED 'B'IN COL.10 VIDE NUT.TRNO.1998/2021

(DEED NO.4884/2004) DEED OF ASSIGNMENT DATE 24/04/2006 (REDD.DT.

17/5/2006) MADE BY 'C'IN COL.10 TO 'D'IN COL.10 TO ASSIGN THIS

PPTY FOR RS.7000,000-00

AND ALSO ASSIT.COMMISSIONER MCON VIDE LETTER NO.AC/ESTATL/9/07

LB-11 DT.15/09/2021

VIDE NUT.TR.NO.1699/2022

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17. Raaarks

COPY OF C.S.NO.564 OF MAIONDA DIVISION TAXEN AFTER CONFIRMING THE C.S. NO.580N DB AND AS PER SUPDI'S DROER 25-7-80

THE ENTRIES IN COL. TO A 11 IN RESPECT OF DEED OF LEAST NO. 2282 OF A U.S. // WAS NOT CERTAINED JOB ATTENDED WERE THAT OF SALD SEED OF LEAST NO. 2207 OT 07.07477 CATO CHERIES IN COL. TO \$ 11 ARC CLETTERED. WE'RE THE TRANSPORTED TO THE TRANSPORT OF THE TRANSPORT

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City Survey Office No. 1/2, Mumbai

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





MUNICIPAL CORPORATION OF GREATER MUMBAI

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

No. P-10891/2022/(564)/F/North/MATUNGA/IOD/1/New Dated- 19 January 2023

**MEMORANDUM** 

Municipal Office,

Τo,

Ojal Developers LLP

1202/03, A wing, Magnum Tower, Chiwada Galli, Lalbaug mumbai- 400012

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With reference to your Notice 337 (New), letter No. 3170 dated, 19/4 2022 and the pals, Sections Specifications and description and further particulars and details of your buildings at Proposed Redevelopment of plot bearing C.S.no.564, Matunga Division, Sewree Wadala Estate scheme no 57, Nathalal Parekh Road, Mumbai 400019 CTS/CS/FP No. 564 furnished to me under your letter, dated 19/4/2022. 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 Mumbai Municipal Corporation Act as amended up to-date, my disapproval by reasons thereof:

### A: CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK.

- That the commencement certificate under Section 44/69(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
- That the requisitions of clause 45 & 46 of DCR 91 shall not be complied with and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.
- That the bore well shall not be constructed in consultation with H.E.
- 4 That the NOC from M.B.R.& R. Board shall not be submitted.
- That the work shall not be carried out between 6.00 A.M. to 10.00 P.M. only. in accordance with rule 5A(3) of the noise pollution (Reg. & control) Rules 2000 & the provision of notification issued by the ministry of environent & forest Deptt. from time shall not be duly observed.
- 6 That the Board shall not be displayed showing details of proposed work, name of owner, developer, architect, R.C.C. consultant etc.
- 7 That all the structural members below the ground shall not be designed considering the effect of chlorinated water, sulpher water, seepage water etc. and any other possible chemical effect.

Page 1 of 12 On 19-Jan-2023



022/(564)/F/North/MATUNGA/IOD/1/New Dated- 19 2023

screens at plot boundaries upto adequate height to avoid dust nuisance shall not be provided before demolition of existing building.

- That the precautionary measures to avoid nuisance due to dust, such as providing G.I. Sheets at plot boundaries up to reasonable height shall not be taken.
- 10 That all conditions and directions specified in the order of Hon'ble Supreme Court dated 15.03.2018 in Dumping Ground case shall be complied with.
- That adequate safeguards be employed in consultation with SWM Dept. of MCGM for preventing 11 dispersal of particles through air and the construction debris generated shall be deposited in specific sites inspected and approved by MCGM.
- That the debris shall be managed in accordance with the provision of construction and demolition 12 waste-Management Rules 2016.
- That the debris shall be managed in accordance with the provisions of Construction & Demolition Waste Management Rules-2016 & requisite Bank Guarantee as demanded by M.C.G.M. for faithful compliance of Waste/Debris Management Plan shall be furnished before demolition of structure u/r.

with their user as approved by M.B.R&R. Board will not be submitted before

That the clearance certific the from assessment Department regarding upto date payment of Municipal taxes etc. will not be submitted. That the

MHAPA shall not be submitted before

Took the development charges as per M.R. (I.R. (amendment) Act 1992 will not be paid.

That the Licensed Structural Engineer will not be appointed, supervision memo as per appendix XI Regulation 5(2)(IX) will not be spirithed by him.

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

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- That the low lying plot will not be filled up to reduced level of atleast 92 T.H.D.or 6? above adjoining road level whichever is higher with murum, earth, boulders, etc.and will not be leveled, rolled, consolidated and sloped towards road side before starting the work.

  That the Janata Insurance policy or policy to cover the compensation claims arising out of Workmen's Compensation Act,1923 will not be taken out and a copy of the same will not be submitted before asking C.C. and renewed during the construction of work and owner / developer should submit revalidated Janata Insurance Policy from time to time. 21 revalidated Janata Insurance Policy from time to time.
- 22 That the Indemnity Bond, indemnifying the Corporation for damages, risks, accidents, to the occupiers and an Undertaking regarding no nuisance will not be submitted before C.C./ starting the work.
- That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load along with bearing capacity of the soil strata will not be submitted before C.C. 23

Page 2 of 12 On 19-Jan-2023



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P-10891/2022/(564)/F/North/MATUNGA/IOD/1/New Dated January 2023

- That All Dues Clearance Certificate from A.E.W.W. 'F/N' Ward shall not be submitted before issue of 24 C.C.
- 25 That the premium/deposits as follows will not be paid - a) Condonation of deficient open spaces. b) Development charges as per M.R.& T.P.(Amendment) Act, 1992. c) Payment of advance for providing treatment of construction site to prevent epidemic like dengue, malaria etc. to insecticide charges 'F/N' Ward. d) Labour Welfare Cess. e) Additional Development Cess. e) Premium towards Sale Fungible Compensatory area.
- That the Regd. U/T against misuse of Parking floor / part terrace / Fitness center / stilt shall not be 26 submitted.
- That the Indemnity Bond indemnifying M.C.G.M. against disputes, litigations, claims, arising out of 27 ownership of plot shall not be submitted.
- That the copy of PAN card of the applicant shall not be submitted before C.C. 28
- That the precautionary measures to avoid dust nuisance such as erection of G.I. sheet screens at plot 29 boundaries upto reasonable height shall not be provided before demolition of existing structures at
- That the fresh P.R.Card in the name of owner shall not be submitted 30
- That the plot boundary shall not be got demarcated from ES.L.R. ar 31
- That the copy of PAN card of the applicant shall not be submitted be 32
- That the fresh P.R.Card in the name of owner shall not be submitted before C.C. 33
- That the construction activity for work of necessary piling shall not be modern techniques such as rotary drilling, meropiling etc. instead of avoid nuisance damage to adjoining buildings 34
- That Regd. U/T for minimum Nuisance during construction activity sl 35
- That the No Objection Certificate from Hydraulic Engineer for the proposed development will not be obtained and his requirements will not be compiled with 36
- 37 That the NOC from Estate Department shall not be submitted before CC
- That the registered undertaking for followings shall not be submitted before C.C a) to demolish the excess area if constructed beyond permissible F.S.T. before asking for C.C. b) to pay the difference in premium paid and calculated as per revised/land rates c) No nuisance during construction activity d) the Owner / Developer / Builder to sell-the tenements / flats on carpet area basis only and to abide by the provisions of Maharashtra Ownership Flats (Regulation of the promotion of construction, sale management and transfer) Act (MOFA), amended up to date and the Indemnity Bond indemnifying the M.C.G.M. and its Officers from any legal complications arising due to MOFA e) the owner shall not have 38 any objection if the neighboring plot owner come for development with deficiency in open spaces f) condition shall be incorporated in the sale/ rehab agreement with prospective buyers that the building under reference is constructed with open spaces deficiency .
- That the registered undertaking for followings shall not be submitted before C.C a) indemnifying the 39 M.C.G.M against any litigation arising out of hardship to user in case of the failure of mechanized system/ nulsance due to mechanical system to the building under reference b) that clause shall be incorporated in sale agreement / supportive agreement so as to make aware the prospective buyer/

Page 3 of 12 On 19-Jan-2023



91/2022/(564)/F/North/MATUNGA/IOD/1/New Dated-19

er about the deficient maneuvering space / deficient width of drive way d) agreeing to hand over excess parking spaces to M.C.G.M free of cost in case full permissible F.S.I. is not consumed e) that the area reserved for the parking shall be used/ utilized for the purpose of parking only f) that the special attendant shall be deployed to control the maneuvering & the movement the car entry/ exit gates at the junction and the places where mechanical parking is provided g) not to misusing the slopping terrace with 1:5 slope m) not to misuse void with cross beam 49

- That the indemnity bond for followings shall not be submitted before C.C a) That the Indemnity Bond, indemnifying the Corporation for damages, risks, accidents, to the occupiers b) Indemnity Bond indemnifying M.C.G.M. against disputes, litigations, claims, arising out of ownership of plot.
- That the footpath in front of plot shall not be repaired / restored once in a year or before occupation

  That the search
- That the sanitary arrangements shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.
- That the specification & design of Rain Water Harvesting scheme as per the State Govt.'s directives u/No.TPB-4307/396/CR-124/2007/UD-11 dated 6th June 2007 shall not be submitted.
- That the registered Private Pest Control Agency for providing anti-larval treatment at the construction site shall not be appointed

		site shall not be appointed
	. 3	
	* *,	Heretie remarks from El E. Department shall not be submitted
		E CONTRACTOR OF THE RESPONDENCE OF THE PROPERTY OF THE PROPERT
1		Syy.Ch.Eng.(S.W.D.) City / consultants before asking for plinth e.c.
H		The Land the N.O.C. from Dy Chie Count no p. 1
: 1	0	109 before C.C. Land Consultants for proposed sewer line shall not be submitted
•		
1	: 3	That the premium/deposits as fallour shall
Ī	. 3	That the premium/deposits as follows shall not be paid; a) Condonation of deficient open spaces b)  pevelopment charges as per M.R. & F. P. (Amendment) Act, 1992 c) Payment of advance for providing
1		Ward d) Labour Wellare Cess e) Additional development, act, 1992 c) Payment of advance for providing Ward d) Labour Wellare Cess e) Additional development like dengue, malaria etc. to insecticide charges 'G/N
ı		Wald d) about Walk Screen epidemic like dengue, malaria etc. to inserticide chargos (CV)
		A STANDARD S
		49 That the structural regions 29

- That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load along with bearing capacity of the soil strata will not be submitted before C.C.
- All the cantilevers (Projections) shall not be designed for five times the load as per IS Code 1993-2002 including the columns projecting beyond the terrace and carrying the overhead water storage tank, etc
- In R.C.C. framed structures, the external walls shall not be less than 230 mm if in brick masonry or CE/PD/11945/I of 2.2.2006.
- That report from Geologist shall not be submitted.

# €: CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C

- 1 That fresh Tax clearance shall be submitted before FCC.
- That the premiums as payable like 1)PCO, 2) Additional Development charges 3) Development charges, etc.

Page 4 of 12 On 19-Jan-2023



occupation

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of 26/6/19

No. P-10891/2022/(564)/F/North/MATUNGA/IOD/1/New Dated-January 2023

- 3 That the material testing report shall not be submitted.
- That the plinth / stilt height & plinth dimensions shall not be got checked from this office before asking for further C.C. beyond plinth
- That the Structural stability certificate through Regd. Structural Engineer regarding stability of constructed plinth shall not be submitted before asking for C.C. beyond plinth
- That every year before onset of the monsoon / revalidation of C.C., structural stability certificate of the work executed on site shall not be submitted by the appointed Registered Structural Engineer / Consultant, appointed by owner / occupier / society
- That all the structural members below the ground shall be designed considering the effect of chlorinated water, sulphar water, seepage water, etc. and any other possible chemical effect and due care while constructing the same will be taken and completion certificate to that effect shall not be submitted before granting further C.C. beyond plinth
- That the supervision certificate shall be submitted periodically from the L.S./Engineer/Structural Engineer/Supervisor or Architect as the case may be as per DCPR 2034 regarding satisfactory construction on site
- 9 That the NOC from Estate Department shall not be submitted before CC
- That the final NOC from F/ north Ward shall be submitted before FCC of incentive FSI towards PAP.

# D: GENERAL CONDITIONS TO BE COMPLIED BEFORE OC

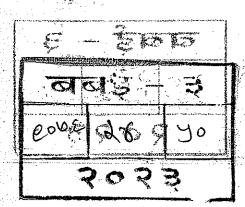
- That the final N.O.C. from concerned authorities / empaneled consultant Fire-fighting Provisions d) Tree authority e) MHADA f) Estate shall not be
- That the dust bin will not be provided as per Call's circular No. CE/9297
- That the additional development cess shall not be paid before O.C.
- That the fresh P.R. Card in the name of Owner shall not be submitted
- That the Drainage completion certificate from (S.P.)(P&D)City/Consultant
- 6 That the compliance of N.O.C. from H.E will not be made and certificate submitted.
- 7 That the Vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid waste Management of M.C.G.M. shall not be provided
- That Site Supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed format
- 9 That the parking spaces shall not be provided as per Regulation No. 44 of DCPR 2034
- That the N.O.C. from Inspector of Lifts, P.W.D., Maharashtra, shall not be obtained and submitted to this office
- That every part of the building construction and more particularly overhead tank shall not be provided as with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc

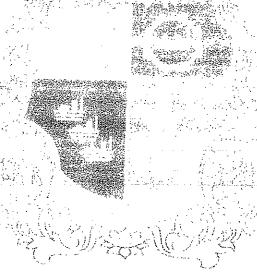
Page 5 of 12 On 19-Jan-2023

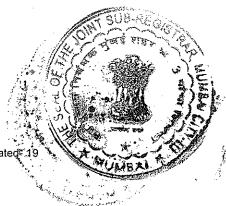


10891/2022/(564)/F/North/MATUNGA/IOD/1/New Dated-19 January 2023

- That the installation of Rain Water Harvesting scheme as per the State Govt.'s directives U/No. TPB-4307/396/CR-124/2007/UD-11 dated 6th June 2007 shall not be provided before applying for occupation permission
- That the installation of Rain Water Harvesting scheme as per the State Govt.'s directives U/No. TPB-4307/396/CR-124/2007/UD-11 dated 6th June 2007 shall not be provided before applying for occupation permission
- 14 That the name plate/Board showing Plot No., name of the building etc. shall not be displayed at a prominent place
- That carriage entrance shall not be provided as per design of registered structural engineer and carriage entrance fee shall not be paid.







P-10891/2022/(564)/F/North/MATUNGA/IOD/1/New Dated No. January 2023

( ) 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 18 January day of 2024 but not so as to contrivance any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force

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

Executive Engineer, Building Proposals, Wards.

## SPECIAL INSTRUCTIONS

1. THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS

2. Under Section 68 of the Bombay Municipal Corporation Act, as amended, the unicina y or mi has empowered the City Engineer to exercise, perform and discharge the pow 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

a) Not less than, 2 feet (60 cms.) above the center of the adjoining street

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 3 feet (160 cms.) of such building c) Not less than 92 ft. ([ITownHall]) above Town Hall Datum.

- 4. Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion of of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.
- 5. Your attention if further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to leavy penalty for non-compliance under Section 471 if necessary.
- 6. Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.
- 7. One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

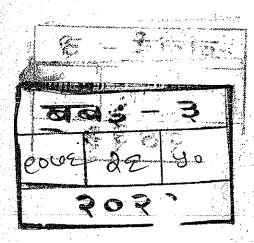
Page 7 of 12 On 19-Jan-2023

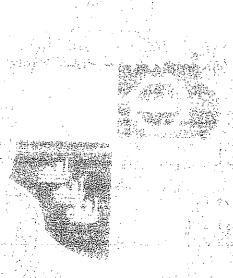


1/2022/(564)/F/North/MATUNGA/IOD/1/New Dated- 19 ry 2023

8. Ness sample of Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the contract. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules there under.

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





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No. P-10891/2022/(564)/F/North/MATUNGA/IOD/1/New Dated-January 2023

No.-EB/CE/

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#### NOTES

- 1) The work should not be started unless objections are complied with
- 2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- 3) Temporary permission on payment of deposit should be obtained any shed to house and store for construction purpose, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and certificate signed by Architect submitted along with the building completion certificate.
- 4) Temporary sanitary accommodation on full flushing system with necessary dreinage arrangement should be provided on site workers, before starting the work.
- Water connection for constructional purpose will not be given until the hoa ding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entranc over the road side drain.
- 6) The owners shall intimate the Hydraulic Engineer of his representative in Wards atleast 15 days problem date of which the proposed construction work is taken in hand that the water existing in he amount will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- 7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner/ architect /their contractors, etc without obtaining prior permission from the Ward Officer of the

RECENT

- 8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- 9) No work should be started unless the structural design is approved.
- 10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- 11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to

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ation of the road an footpath.

- 12) All the terms and condition of the approved layout /sub-division under No. of should be adhered to and
- 13) No Building /Drainage Completion Certificate will be accepted non water connection granted (except for the construction purpose) 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
- 15) The access road to the full width shall be constructed in water bound macadam before commencing work and sliguld be complete to the satisfaction of Municipal Commissioner including asphalting lighting and drainage before submission of the Building Completion Certificate.
- Flow of water, through adjoining holding or culvert, if any should be maintained unobstructed.

es around the building should be consolidated in Concrete having broke glass pieces at the rate of 12.5 abic meters per 10 sq. meters below payment.

compound wall or feecing should be constructed clear of the road widening line with foundation below of bottom of road side drain without obstructing flow of rain water from adjoining holding before level of bottom of road si stalling the work to prove the owner's holding

unless the existing structures proposed to be demolished are demolished.

26. The Intimation of Disappi eval is given exclusively for the purpose of enabling you to proceeds further with (h) (H) of the Rent Act and in the event f your proceeding with the work either without an intimation about commencing the work under Section 347(1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act 1966, (12 of the Town Planning Act), will be with drawn.

- 21) If it is proposed to demolish the existing structures be negotiations with the tenant, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the
  - i. Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the areas in occupation of each.
  - Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
  - iii. Plans showing the phased programme of constructions has to be duly approved by this office before

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No. P-10891/2022/(564)/F/North/MATUNGA/IOD/1/New Dated- 19 January 2023

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 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 less than 1.20 Mt. and not more than 1.80 mt.
- 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 so

27) The positions of the nahanis and other appurtenances in the building should be so arrangenecessitate the laying of drains inside the building.

The water arrangement nut be carried out in strict accordance with the Municipal requirements. 9

29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the pre-tou or massion of writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.

- 30) All gully traps and open channel drains shall be provided with right fitting mosquito proof made of wrought iron plates or hinges. The manholes of all esterns shall be covered with a properly fitting mosquito proof hinged cast iron cap overim one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of lock and the warming pipes of the rabbet pretested with screw or dome shape pieces (like a garden manifose) with copper pipes with perfections each not exceeding 1.5 mm in diameter. The cistern shall be made easily, safely and permanently accessible be providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms above the top where they are to be fixed as its lower ends in cement concrete blooks.
- 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 Bye0law No. 5 (b)
  - b Lintels or Arches should be provided over Door and Windows opening
  - 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 additional is intended to be carried out on old foundations and structures, you will do so as your own risk.

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10891/2022/(564)/F/North/MATUNGA/IOD/1/New Dated- 19 nuary 2023

Executive Engineer, Building Proposals Zones ...... wards.

# P-10891/2022/(564)/F/North/MATUNGA/IOD/1/New

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S. W. Pradhan Advocate 1102/125, Kesar Crion, Hindu Colony 5th Lene, Dadar (E), Mumbal 400 014 Tel: 022 - 2412 1290 / 09820356757 Emeil: swo2811@gmail.com

# CERTIFICATE OF TITLE TO WHOMSOEVER IT MAY CONCERN

This is to certify that I have caused the investigation of the title to the proper described in the Schedule hereunder written in the Office of the Sub-Registrar of Assurances at Mumbai and Bandra and also in the City Survey Office Mumbai

#### SCHEDULE OF THE PROPERTY

ALL that piece and parcel of admeasuring Three hundred Seventy two decimal ninety 372.90 sq. mts i.e. Four hundred forty six (446) square yards or thereabout situated on or being Plot no.6-A of Sewree Wadala (North) East, Cadestral Survey no.564 of Matunga Division in the Registration District and Sub-District of Mumbal city TOGETHER with building thereon known as 'Satya Sadan' consisting of a basement, a ground floor and three upper floors with a closed garage, storeage tank and a pump

room , assessed by the Assessor and Collector of Municipal Rates and Taxes under F
ward no.5188(2),5188(1), and 5188(2F) street nos 2429A, 2429 and 2429 AD, and
which was built in or about the year prior to 1962 with no lift facility and to balance FSI
and bounded as follows: (Property bearing SAC No.FN 1202032060000) COVE
On or towards North- by Plot no.7 of the said Estate leased to Rajaram Balrishna Raut
On or towards South by: Plot no.6-B of the said Estate agreed to be leased to Smt

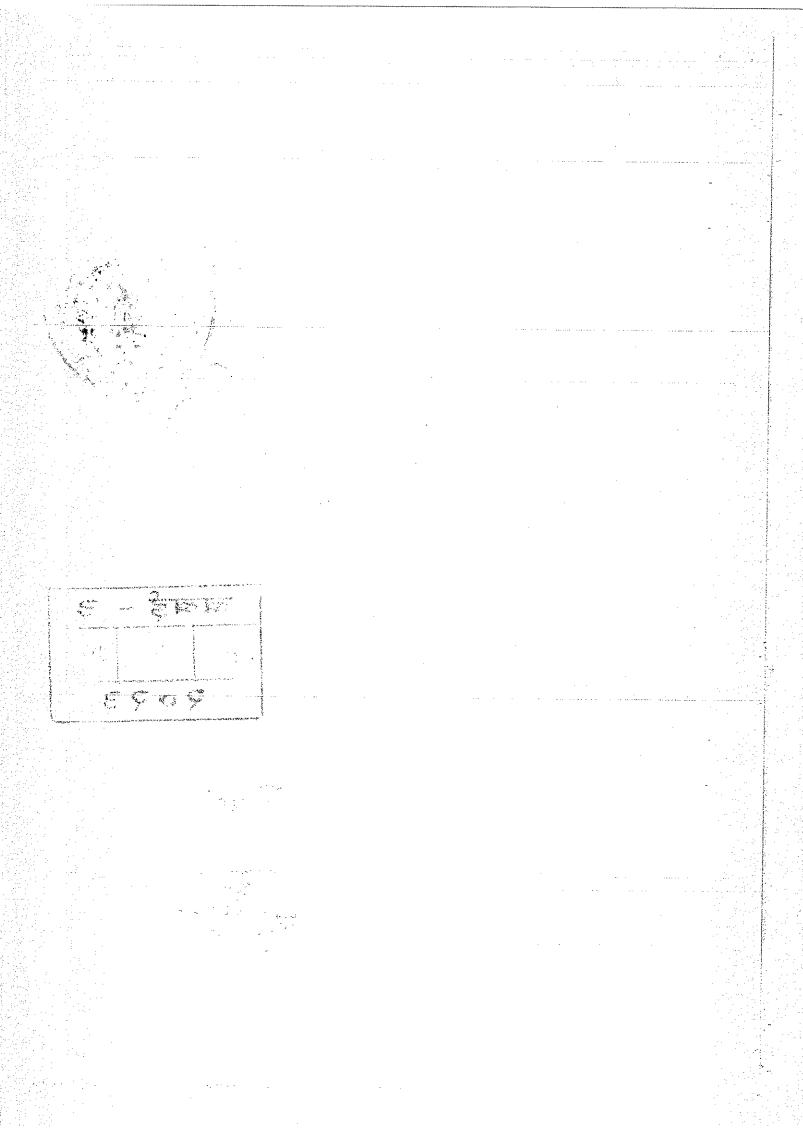
Kantaben w/o Himatlal Mohanlal Shah & Others.

On or towards West by: 80Ft Nathalal Parekh Marg which piece of land bears C.S. no.564 of the Matunga Division.

On or towards East by :Plot of the said Estate leased to Tarun Sadan CHSL

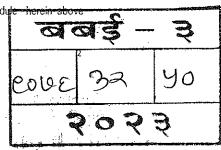
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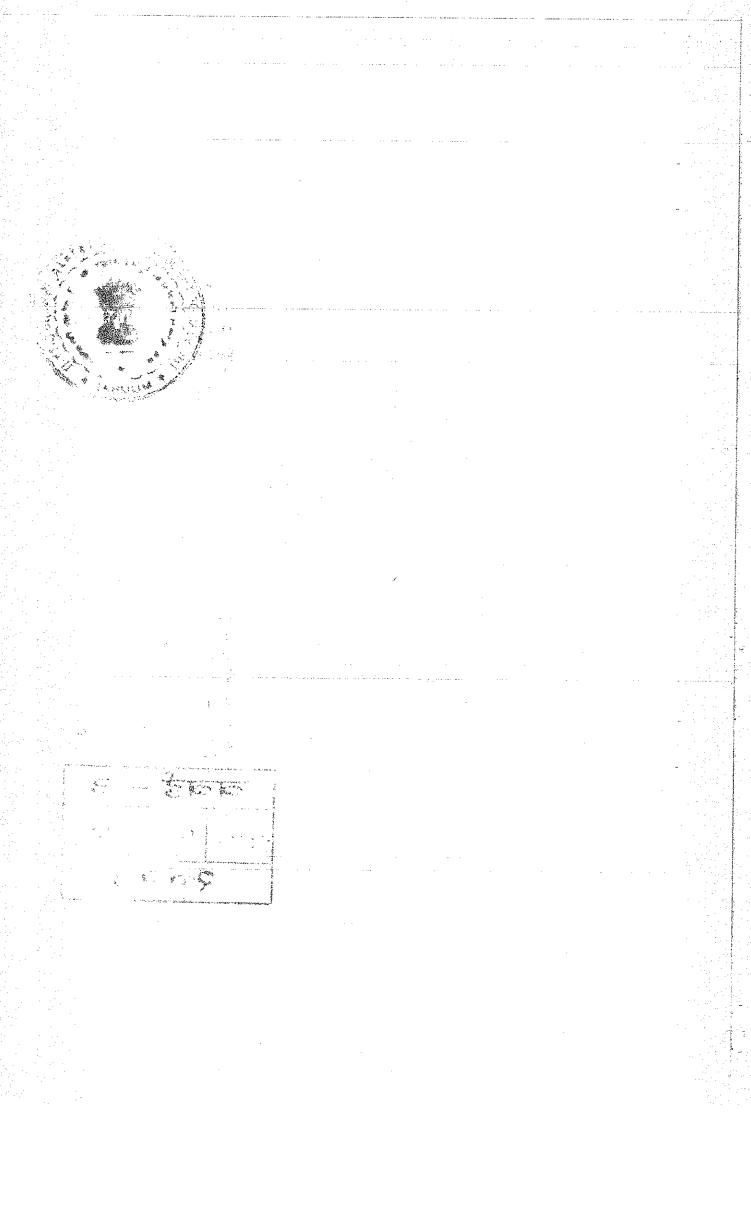
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- Smt. Shriranjani Pramod Shirodkar, the Owner / Lessee herein is the absolute owner of the above referred property (hereinafter referred to as 'the solid property') by virtue of a Deed of Assignment dated 26th April 2006 registered at Sr.no.BBE/1/4884/2004.
- 2. The Municipal Corporation of Greater Mumbai ("MCGM"), constituted under the Mumbai Municipal Corporation Act, 1888, is the owner of all that piece and parcel of land situated at Plot No. 6-A of the Sewri Wadala North Estate, bearing C. S. No.564 of Matunga Division, admeasuring about 372.90 sq. mtsequivalent to 446 square yards (hereafter referred to as "the Land").
- 3. It appears that one Shri: Ranchod Devram has undertaken the development of the said Land and constructed thereon a residential building comprising of ground + 3 upper floors along with one covered garage, more particularly described in the Schedule hereinabove written ("the Building"). The said Land and the said Building are hereinafter referred to as "the said Property "and more particularly described in the Schedule hereinabove written.
- 4. By a Lease Deed dated 8th August 1979, duly registered with the Sub-Registrar of Assurances Mumbai under serial no BOM/2282/1979 dtd 8/08/1979 made between The Municipal Corporation of Greater Bombay, therein referred to as the Corporation of the First Part, Shri. Bappu Kallappa Chaugule, The Municipal Commissioner for Greater Bombay of the Second Part and Shri. Ranchod Devram(the father of the pre-decessor in title of the Owner herein) as the Lessee of the Third Part, the Corporation demised, in perpetuity, in favor of the said Shri. Ranchod Devram, upon the terms and conditions and for consideration, the said property with a building known as "Satya Sadan" standing thereon as more particularly set out in the Schedule herein above.

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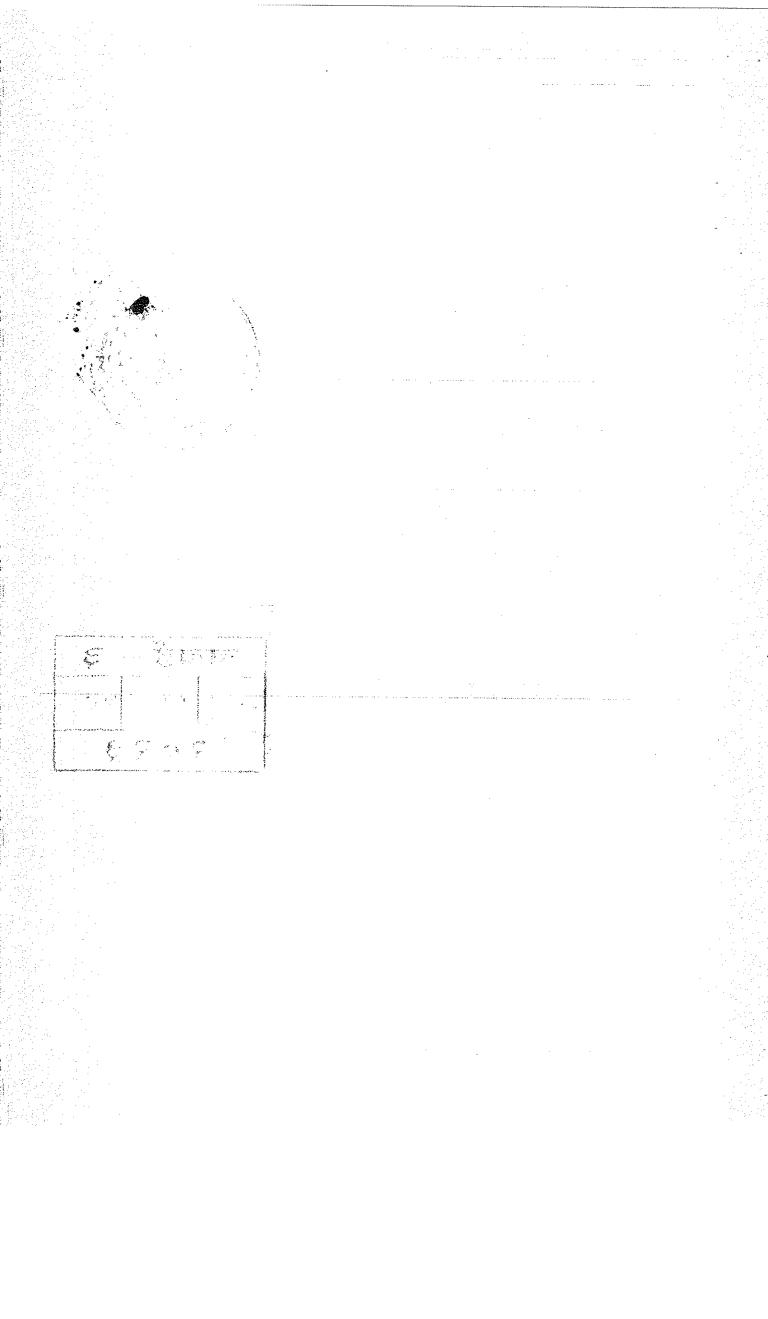
written .

- 5. The said Ranchod Devram expired on 1st June 1982 leaving behind him his Last Will and Testament dated 17th March 1982 wherein he bequeathed said property to his daughter Ms. Chandrakala Suryakant Gajjar. The said Will daught (7th March 1982 from the Honorable High Court at Bombay and was the absolute owner/ lessee of the said property more particularly described in the Schedule here in above written. The said Ms. Chandrakala Suryakant Gajjar assigned and transferred her right title in the said property more particularly described in the Schedule hereinabove written to Smt. Shriranjani Pramod Shirodkar, the Owner / Lessee herein. The Owner/Lessee is thus the absolute owner of the said propertyby virtue of a Deed of Assignment dated 26th April 2006 registered at Sr.no.BBE/1/4884/2004...
- 6. The said property is transferred in the Estate Department of the M.C.G.M. vide their letter dated 15th September 2021. The name of Smt. Shriranjani Pramod Shirodkar appears as a 'Lessee' on the Property Register Card which is issued on 4th January 2022.
- 7. I have caused the search to be taken through my search clerk Mr. E.S. Gaokar in the Office of the Sub- Registrar of Assurances at Old Custom House Mumbai from 1992 to 2021 (Last 30 years) and online E-search from he-year 1992 to 2021 (Last 30 years). I have given Public Notice in the Free Press Journal and Nav-Shakti both dated 5th August 2021 and again in the Free Press Journal and Nav-Shakti on 1st February 2022 as the adjudication and registration of the Development Agreement took time pursuant thereto. I have received no claim to both the Public Notice dated 5th August 2021 as well as 1st February 2022.
- 8. I have perused the following documents:

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- Lease Deed dated 8th August 1979, duly registered with the Sub-Registrar of Assurances Mumbai under serial no.BOM/2282/1979 dtd 8/08/1979 made between The Municipal Corporation of Greater Bombay, and Shri. Ranchod Devram.
- Devram from the Honorable High Court at Bombay wherein he bequeathed the said property to his daughter Ms. Chandrakala Suryakant Gajjar.
- iii. Deed of Assignment dated 26th April 2006 registered at Sr.no.BBE/1/4884/2004 between Ms. Chandrakala Suryakant Gajjar and Smt. Shriranjani Pramod Shirodkar.
- iv. Letter dated 15th September 2021 from the Estate Department of M.C.G.M.
- v. Property Card in respect of the said property which is issued on 4th January 2022.
- vi. Development Agreement dated 28th December 2021 which is duly registered at Sr no.BBE-4-466/2022 after payment of adjudicated Stamp Duty & executed between Smt. Shriranjani Pramod Shirodkar and M/S. Ojal Developers LLP.
- vii. Property Tax bills in respect of the said property.
- viii. Inspection Extract of M.C.G.M. of the said property.
- 9. I have perused the documents referred to in para '8' above.
- 10. The said Lessee Smt. Shriranjani Pramod Shirodkar has not created any right, charges, mortgages and encumbrances on the property more particularly described in the Schedule hereinabove written in favour of any person or persons.

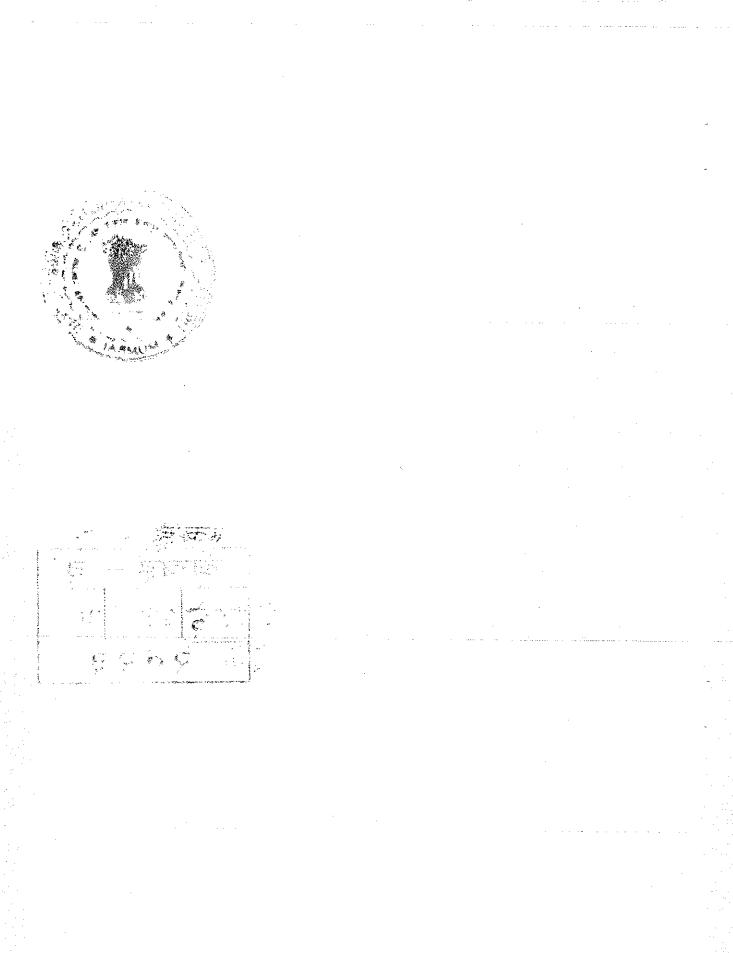




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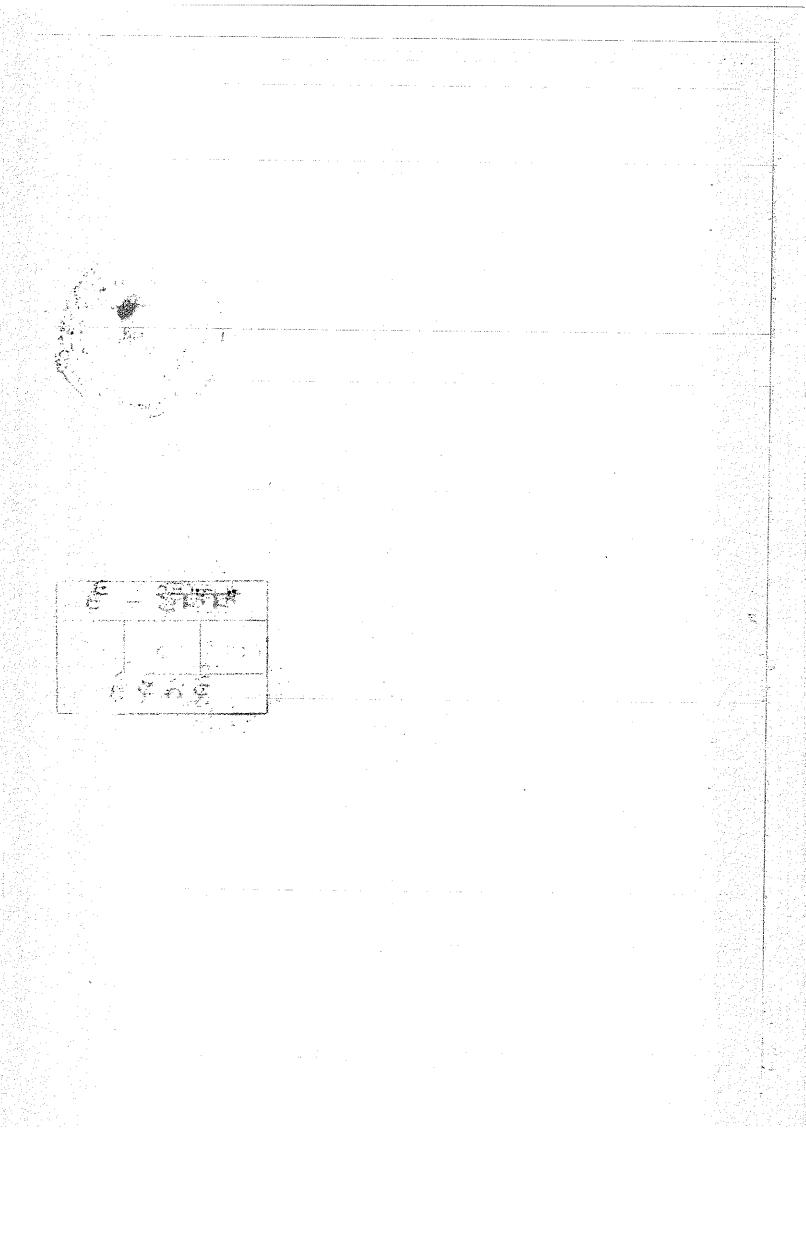
- 11. The building known as 'Satya Sadan' standing on the said property is fully occupied by tenants and occupants as seen from the inspection Extract of M;C.G.M.
- 12. On perusing the above documents I certify that subject to the rights of the tenants and Occupants the title of the Assignee Smt. Shriranjani Pramod Shirodkar to the said property more particularly described in the Schedule hereinabove written is clear and marketable and free from any encumbrances and pursuant to the registered Development Agreement dated 28th December 2021 which is registered at Sr. no. BBE-4-466/2022 on 12th January 2022 M/S. Ojal Developers LLP are entitled to develop the said described in the Schedule hereinabove in accordance with the terms of the Development Agreement dated 28th December 2021.

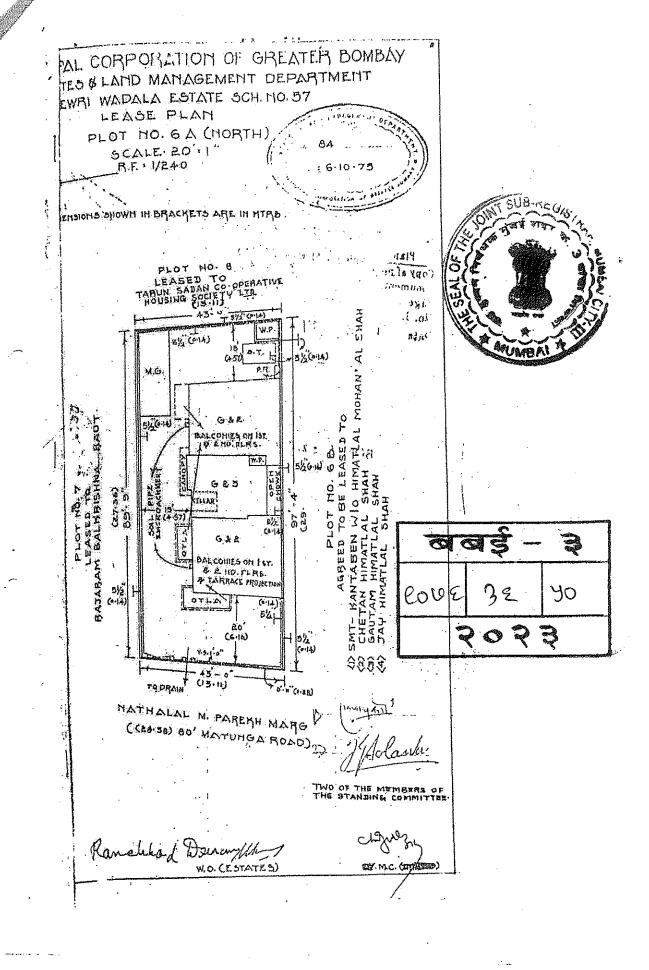


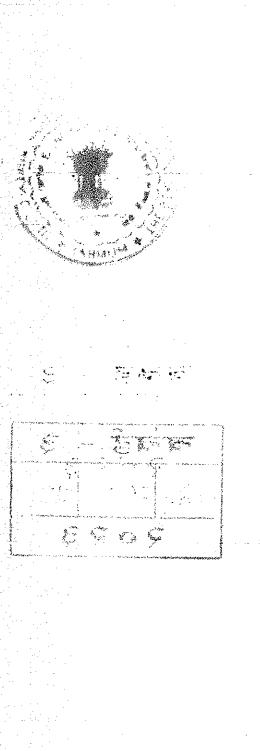
Dated this 25th day of February 2022.

Advocate.

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# Brihanmumbai Municipal Corporation ODFN | 4355 | M. Dt. 31 | 0312023

Asst Engg (Maint) F/North, Office of Asst Comm F/North, 96, Bhaudaji Marg, 2nd Floor, Marghage

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To, M/s Ojal Developers, 1202/03, A Wing, Magnum Tower, Chiwda Galli, Lalbaug, Mumbai-400012

Sub: - Request for rectification letter or redevelopment under DC residual 33(12) B of DCPR 2034 by accommodating 4 (Four) number of structures which are falling in alignment of Balaram Bapu Khedekar Marg in F/North Ward to accommodate them in redevelopment project at Property bearing Plot bearing CS No 564, Marunga Division, Sewree wadala estate scheme no 57, Nathalal Parekh marg Mumbai-400019 having IOD No. P-10891/2022/(564)/F/North/Matunga/IOD/1/New Dt. 19.01.2023.

Ref- 1. Your Letter Dt. 31.03.2023.

2. This office letter U/n FN/17550/M.Dt 22.08.2022

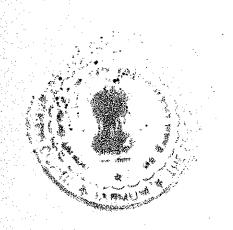
3. This office letter U/n FN/39136/M Dt 15.02.202006

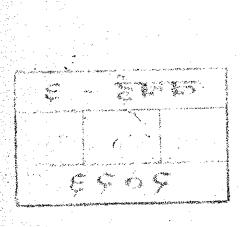
This has reference to your letter Dt 31.03.2023.

In this case it is informed you that this office has issued NOC U/no FN/17550/M & U/n FN/39156/M Dt 15.02.2023 as per the regulation 33(12) B of DCPR 2034 & regarding fungible compensatory area you may please rejet the sub clause 33(12)B, (n) the fungible compensatory area shall be permissible for rehab without charging premium and to the incentive BUA by charging premium of DCPR 2034.

Enclose DCPR copy 33(12) B (n).

Asst Engg (Maint) F/North Ward





# Brihanmumbai Municipal Corporation

FN/28265/20. 3h 24/11/2022

Assistant Commissioner.
"E/North" Ward, 95,
Bhaudaji Marg, 2nd,
Floor, Mumbai- 402 218

2022.

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To, M's Ojal Developers, 1202/03, A Wing, Magnum Tower, Chiwda Galli, Lalbaug, Mumbai-400012

Sub: - Removal of Encroachment by Rehabilitation/Accommodiate structures falling in the alignment of Balaram Bapu Khee and Jain Derasar Lane under DCR 33(12) Boof DCPR 2034 in F/North Ward.

Ref- 1) DMC Z-II's Sanction U/n MDF/2221 Dt 6.08.2021.

- 2) Your Letter Dt. 3.06.2022 & 17.11.2022.
- 3) Cir U/n AC/Estates/15732/AE(1)-II Dt 18.03.2021.
- 4) DMC Z-II's Sanction U/n MDF/4418 Dt 05.10 2021
- 5) File No. P-10891/2022 (564)/F/North/Mattinga 25.08.2022
- 6) DMC Z-II's Sanction U/n MDF/4079 Dt. 24.11 Gentleman,

With respect to above subject matter and reference you have requested to issue NOC under section 33(12)(B) of DCPR 2034 to accommodate 3 (Threek number of structures which are falling in alignment of Balaram Bapu Khedekar Marg in F/North Ward to accommodate them in redevelopment project at Property bearing CS No 564 of Matunga Division situated at Nathalal Parekh Road.

Section 33(12) B of DCPR 2034 read as under :-

In a scheme where reactual of toleral diprotected structures falling in the alignment of existing road or widening of existing road for which road line has been prescribed or DP Road and re-accommodation of these tolerated/protected structures in the same administrative ward has been proposed for the expeditious removal of bottlenecks, the FSI may be allowed to be exceeded above the permissible FSI.

As per DCPR 33 (12)(B),(k) and (o

(k) The owner of scheme shall be elig the for the BUA required for rehabilitation of existing tenunts/occupants plus incentive. WA to the extent of 50% of BUA required for rehabilitation. However, the 12% on plot/in and shall not be allowed to be exceeded up to

(o) The protected structures falling in the alignment of Read/DP road as notified by government from time to time and as certified by competent authority shall also be eligible for the rehabilitation as per this regulation subject to condition that rehabilitation area shall be 27.88 sq. m in case of residential/residential cum commercial occupants and in case of commercial occupants, existing area or 20.90 sq. m, whichever is less.

The details of the eligible hutment dwellers is as follows:

Mar Thomas	Name of the Occupiers/Owner	Name of Road	Eligibility as per Annexure-II
化化 工工	) Sirabai Aba Yaɗav	Balaram Bapu	
200	(Principal Tenent)	Khedekar Marg	Eligible
	Advait Manoj Golatkar		
THE PARTY OF THE P	(Present Occupier)		A A Company of the Co
CALKED.	Nirmala Mohan Upadhaye	Balaram Bapu	
	(Principal Tenent)	Khedekar Marg	Eligible
	Sahil Manoj Golatkar		·
	(Present Occupier)		
434750/BK-IE	Saviri Adinath Londhe	Balaram Bapu	
an interest in the state of the second manifest the second in the second	(Principal Tenent)	Khedekar Marg	Eligible
mag 28	QOMaroj Vasant Golatkar		
VVE V I	(Pre ent Occupier)		

L have to inform you that NOC under regulation 33 (12)(B) of DCPR 2034 is hereby granted for rehabilitation of the above occupants by accommodating them in redevelopment project situated at Property bearing CS No 564 of Matunga Division situated at Nathalal Parekh Road subject to following conditions:

- The above mentioned hutment dwellers shall be granted accommodation at the rate of minimum 27.88 sq.mts (300 sq.ft.) of carpet area provided that F.S.I. of the plot does not exceed 4.0.
- 2) You should submit the copies of the Permanent Alternate Accommodation agreement done with hutment dwellers to this office and in the office of EEBP (City).
- 3) You should shift the affected hutment dwellers immediately to the transit accommodation and demolish existing structure prior to commencement certificate or within 60 days whichever is earlier.

- 4) The owner shall be eligible for the commencement certificate for the incentive BUA only after rehabilitation of occupants of affected structures falling in the alignment of the roat.
- 5) You should pay any charges and interest if any to administrative ward in respect of Property bearing CS No 564 of Matunga Division situated at Nathabal Parekh Road.
- 6) You should pay all the taxes, dues etc if any to the M.C.G demanded by MCGM.
- 7) If the any of occupant/s by any reason fails to accept the redevelopment scheme, the same building tenement should to MCGM free of cost.
- 8) This N.O.C. is considered as valid only if permissible FSi is available with M/s Ojal Developers at Property bearing CS No 564 of Matunga Division situated at Nathalal Parekh Road.
- 9) This N.O.C. is applicable only for taking benefit under Reg. 33 DCPR, 2034 by rehabilitating above said occupants only an Proper CS No 564 of Matunga Division situated at Nathalal Parelth Road.
- 10)Under taking on Rs. 100/- stamp paper is to be taken from above occupants that the documents submitted by them are true and if the documents are found to be false / fabricated in future, this eligibility will be treated as cancelled and legal action as per provision of law will be initiated. The tenements in the redevelopment scheme allotted to the respective occupants should be handed over to the MCGM free of cost by you immediately.
- 11)Indemnity bond on Rs. 100/- stamp paper should be given and the same should be duly registered through notary by the occupant/s that he of anyone his family has not been given any benefit of alternative accommodation for the above structure before. If found so, in future necessary action will be initiated as per the provision of Indian Evidence Act under section 101 and 102 and Indian Penal Code 1860 under section 177, 191, 199, 201, 420, 461, 468, and 471 and this NOC under section 33 (12)(13) will be treated as cancelled with immediate offect.
- 12) That if any of the documents submitted by the Architect/Developer or occupier is found to be fraudulent/ misappropriated, false/ fabricated the NGC is liable to be cancelled and the concerned architect/developer or

12)occupier will be liable for action under section 177, 192, 200, 420, 465, 468 and 471 of IPC 1860 and section 101 & 102 of Indian Evidence Act.

13) Rules and regulation under provision of DCPR 2034 as amended from time to time is applicable to owner/developer/architect.

14)This office reserves the right to revoke/cancel the said NOC without assigning any reason thereof.

Il execute registered tripartite agreement between the owner of the

the harteent dweller shall become the member of Co-operative housing whether he plot under re-development/development and there will be no fast see the bility on MCGM. The same shall be mentioned in the above members and tri-party agreement.

17) For any reasons, as mention prevailing policies of MCGM, If E.E.B.P. (City) feels and reject the NOC for rehabilitation of this structures, this office will not be responsible to rehabilitate this structures under 33 (12) (B) (O) of DCPR, 2034.

18) To submit advance possession receipt before issuing C.C. at Property bearing CS No 564 of Matunga Division situated at Nathalal Parekh Road.

19) To comply all requisition/conditions mentioned in the circular u/n.

AC/Estates/15732/AE (I)-II dated 18.03.2021.

eou & 19 90 20?3

Asst. Comm. F/North Ward

Brihanmumbai Municipal Corporation

Office of the Assit, Eng. (Maint) F/North, F/North Ward Office, 2nd floor, 96, Bhau Daji Marg, Mumbai- 400 0

Tel. No. 022-24024353, E. muil -ac. fr@mcgn

## Sub Registrar of Assurance

Government of Maharashtra

Mumbai

Sub:- Permanent Alternate Accommodation of Tolerated/Pre structures under Regulation 33(12)(B) of DCPR 2034 Ward.

Ref:- 1. This office letter U/n FN/39136/M Dt 15.02.2023

2. This office letter U/n FN/28265/M Dt 24.11.2022

3. Office Order U/n ODFN/8992/M Dt 26.10.2021

Sir/Madam,

Under the aforesaid agreement, M/s Ojal Developers have agreed to provide Permanent Alternate Accomodation to Project Affecteed Persons in their redevelopment project at Plot bearing CS No 564, Matunga Division, Sewree wadala estate scheme no 57, Nathalal Parekh marg Mumbai-400019 for which Tri Party Permanent Accommodation Agreement needs to be executed. The details of all Project affected persons are as follows

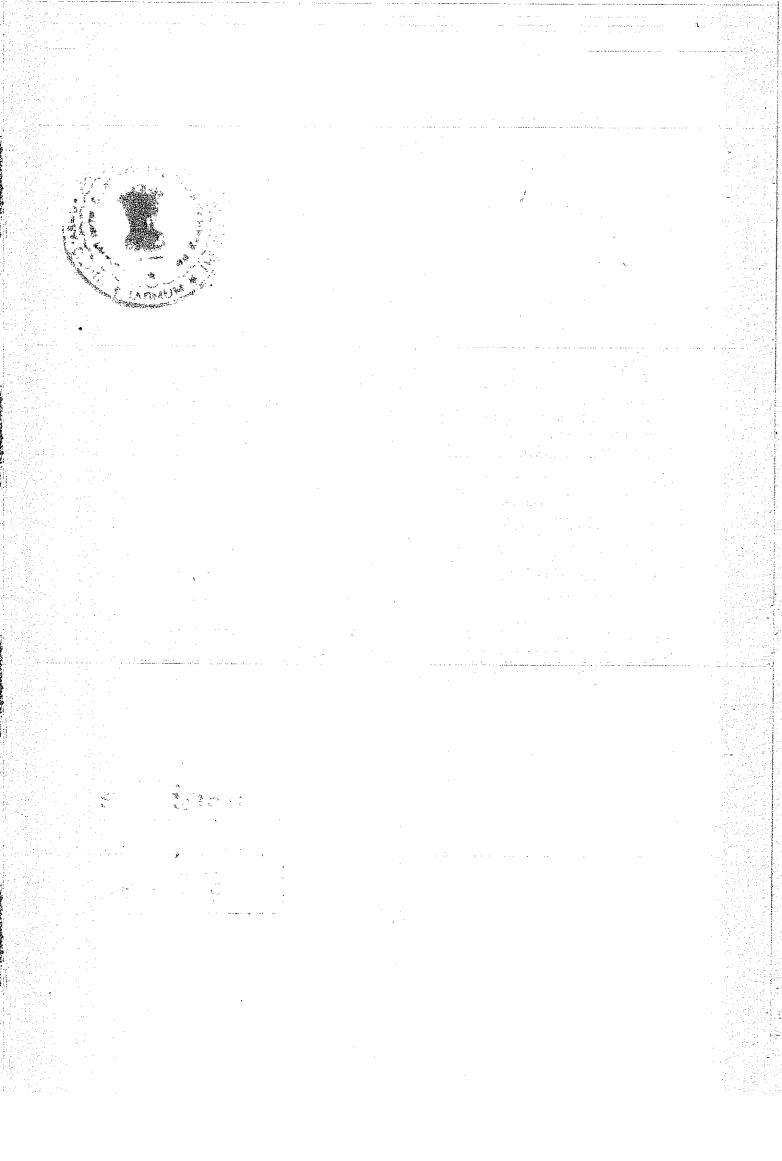
Sr No	Name of the Occupiers/Owner		
1	Shri Pravin Mhapankar		
2	Advait Manoj Golatkar		
3	Sahil Manoj Golatkar		
4	Manoj Vasant Golatkar		

As per Section 88 of Registration act 1908, we have been exempted from personal appearance for admission of the aforesaid documents, M/s Ojal Developers and above mentioned Project Affected Persons will appear for execution of the said documents. You are therefore requested to kindly register the aforesaid document.

Yours Faithfully,

Asst Engg (Maint) F/North Ward

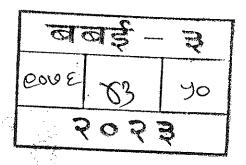
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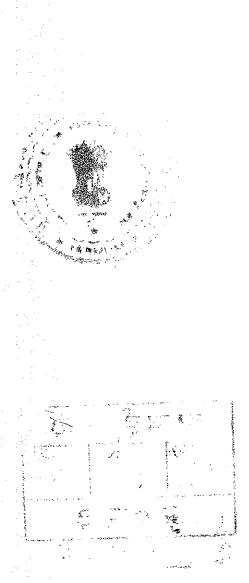


For OJAL DEVELOPERS
LLP
Menno
Partner





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### Government of India

# भारतीय विशिष्ट ओळख प्राधिकरण Unique Identification Authority of India

नोंदणी क्रमांक / Enrollment No.: 0628/31411/06118

To तन्जा मनोज गोलतकर Tanuja Manoj Golatkar C/O Manoj Golatkar,

No. 1203, Floor- 12, Plot- 3/ 50, A- Wing, Magnum Tower. Chiwada Galli Lalbaug,

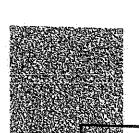
5 VTC: Mumbai,

PO: Parel,

Sub District: Mumbai City, District: Mumbai City,

State: Maharashtra, PIN Code: 400012, Mobile: 8779000199



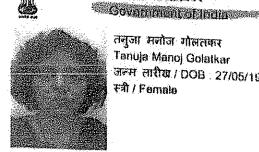


आपला आधार क्रमांक / Your Aadhaar N

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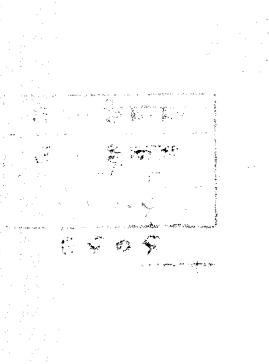
माझे आधार, माझी ओळख



तनुजा मगोज गोललकर Tanuja Manoj Golatkar जन्म तारीख / DOB : 27/05/1968 F剤 / Female

8353 8975 7544

माझे आधार, माझी ओळख

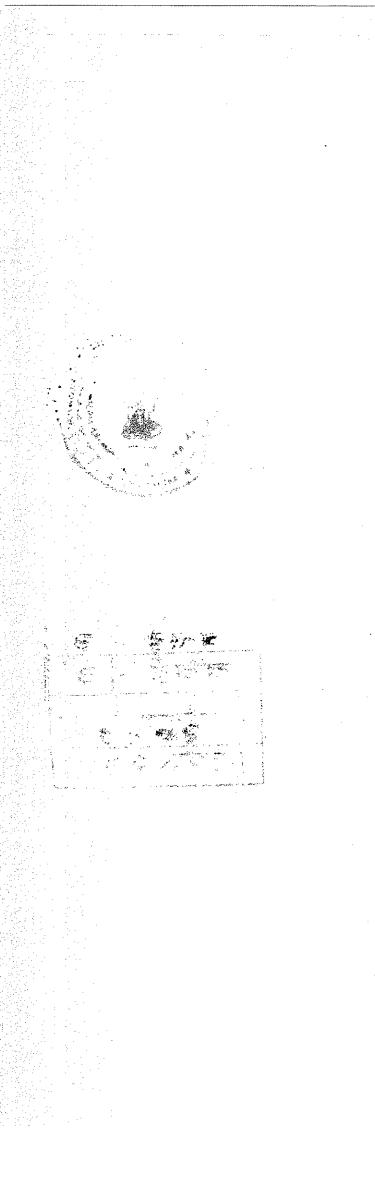








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भारत सरकार Identification Authority of India

नोंदविण्याचा क्रमांक / Enrollment No. 0628/31411/05136

Manoj Vasant Golatkar मनोज वसंत गोलतकर

C/O Vasant Golatkar, 1202, Floor- 12, Plot- 3/ 50, A- Wing, Magnum Tower, Dr. S. S. Rao Road; Chiwada Gulley Lalbaug,

Parel,

VTC: Mumbai, PO: Parel, Sub District: Mumbai City, District: Mumbai City, State: Maharashtra, PIN Code: 400012, Mobile: 9821017099







आपला आधार क्रमांक / Your Aadhaar No

5438 9946 3054

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आरत सरकार--

Lovernment of india

मनोज वसंत गोलतकर

Manoj Vasant Golatkar जन्म तारीख / DOB: 19/10/1967

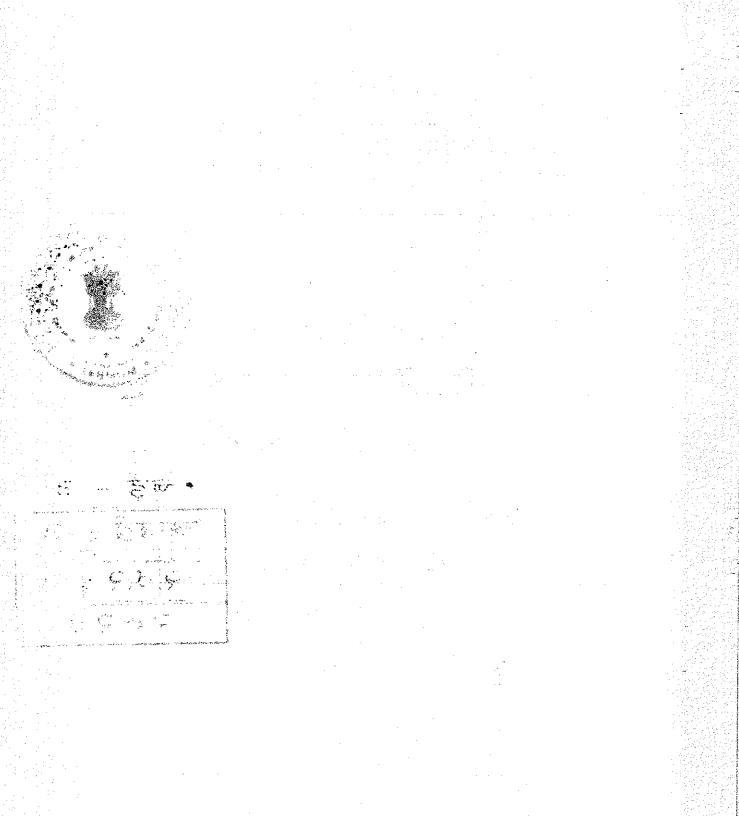
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yaa / Male





माझे आधार, माझी ओळख







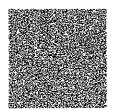
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#### भारतीय विशिष्ट भारतय पाविदयम Unique Identification Authority of India:

मोंदणी क्रमांकः/ Enrolment No.: 0628/31411/06119

To अद्वैत मनोज गोलतकर Advait Manoj Golatkar C/O Manoj Golatkar Magnum Tower, 1202, A- Wing Chiwada Galli Lalbaug Mumbai Mumbai City Maharashtra - 400012 9987480912



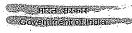


आपला आधार क्रमांक / Your Aadhaar No. :

3791 6259 3238 VID: 9187 8378 4873 8595

माझे आधार, माझी ओळख









अद्वैत मनोज गोलतकर Advait Manoj Golatkar जन्म तारीख/DOB: 03/03/1997 परुष/ MALE

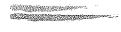
19846 Date: 26/12/2019

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VID: 9187 8378 4873 8595

माझे आधार, माझी ओळख







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#### माहिती

- 🛮 आधार ओळखीचा पुरावा आहे नागरिकत्वाचा नाही
- सुरक्षित QR कोड / ऑफलाइन XML / ऑनलाइन प्रमाणीकरण वापरून ओळख सत्यापित करा.
- 🗷 हे इलेक्ट्रॉनिक प्रक्रिये द्वारा तयार झालेले एक पत्र आहे.

INFORMATION

- Aadhaar is a proof of identity, not
- Verify identity using Secure QR Q Authentication.
- This is electronically generate



- 🛮 आधार आपल्याला विविध सरकारी सुलभतेने घेण्यास मदत करते
- आपला मोबाइल नंबर आणि ईमेल आयडी आधार अदयावत ठेवा
- आपत्या स्मार्ट फोनमध्ये आधार ध्या mAadhaar App
- Aadhaar is valid throughout the country
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आरतीय विशिष्ट ओळछ प्राधिकरण Unique Identification Authority of India

पत्ताः ८/० मनोज गोलतकर, मगणूम टॉक्र, 1202, ए- विम, विवडा गज्ञी, तालबाग, मुंबई, मुंबई, महाराष्ट्र - 400012

Address: C/O Manoj Golatkar, Magnum Tower, 1202, A-Wing, Chiwada Galli, Lalbaug, Mumbai, Mumbai City, Maharashtra - 400012

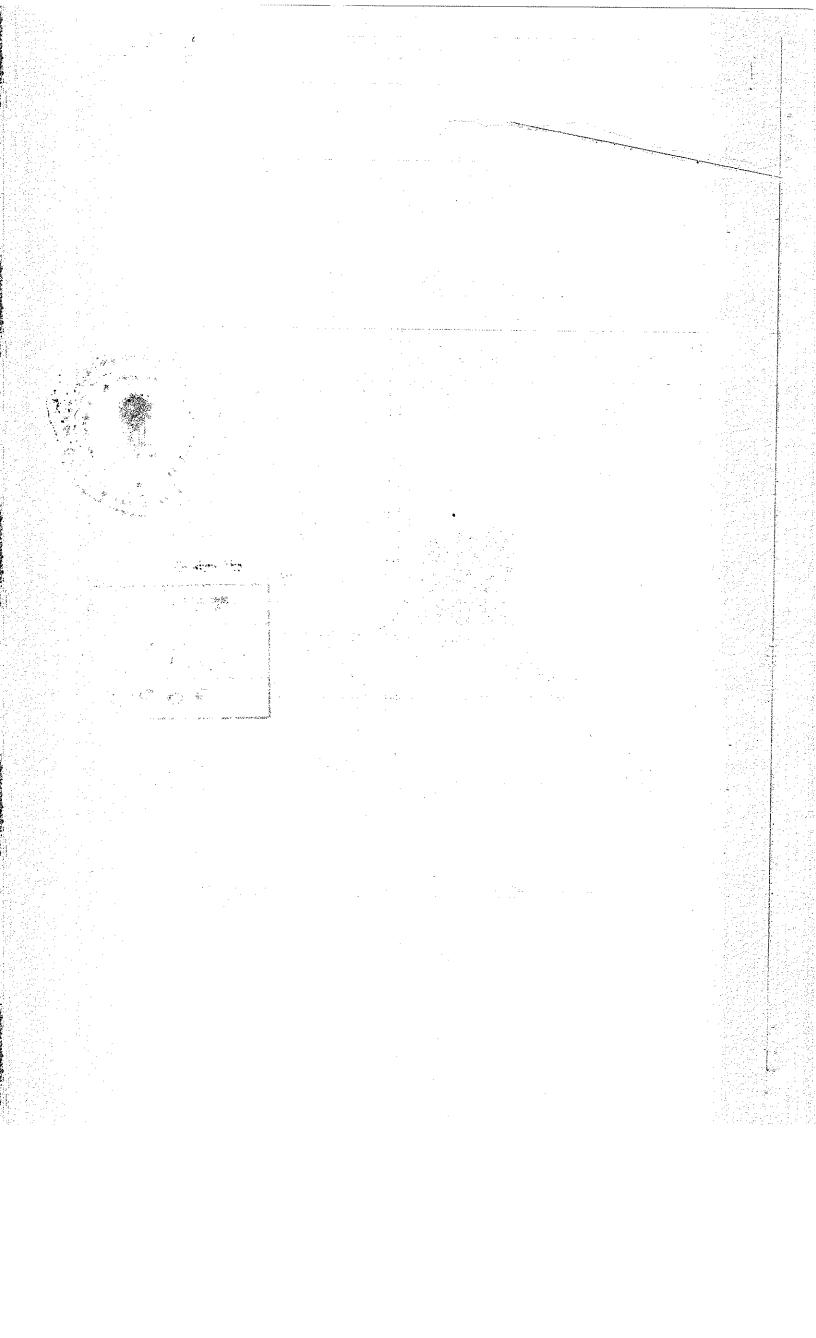


3791 6259 3238

VID: 9187 8378 4873 8595

tolp@uidai.gov.in | www.uldai.gov.in





450/9076 शुक्रवार,28 एप्रिल 2023 6:18 म.नं. दस्त गोषवारा भाग-1

बबई3 **हस् ५०** दस्त क्रमांक: 9076/2023

दस्त क्रमांक: ववई3 /9076/2023

वाजार मुल्य: रु. 4,08,300/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.20,500/-

नोंदणी फी माफी असल्यास तपशिल :-

1) Fee Adjustment: Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

दु. नि. मह. दु. नि. वबई3 यांचे कार्यालयात

अ. क्रं. 9076 वर दि.28-04-2023

रोजी 6:09 म.नं. वा. हजर केला.

Magnin )

पावती:9967

पावती दिनांक: 28/04/2023

मादरकरणाराचे नाव: मनोज वसंत गोलतकर

नोंदणी फी

₹. 4200.00

दस्त हाताळणी फी

रु. 1000.00

पृष्टांची संख्या: 50

एकुण: 5200.00

दस्त हजर करणाऱ्याची मही:

मह दुय्यम निवधक, मुंबई-3

सह दुय्यन निवंधक, मुंबई-3

दस्ताचा प्रकार: पर्यायी जागेचा करार

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

शिक्का कं. 1 28 / 04 / 2023 06 : 09 : 26 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 28 / 04 / 2023 06 : 10 : 28 PM ची वेळ: (फी)

प्रतिज्ञायम

\*सदर दस्तऐवज हा नींदणी कायदा १९०८ अंतर्गत असलेज्या तखादीनुसारण नोंदणीस दाखल केलेला आहे. \*दस्तातील संपूर्ण मजकूर, निजादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासकी आहे. \* दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निष्पादक व कबुर्लीधारक हे संपूर्णको जवाबदार राहतीब्र

जिहुन देणारे :



Moanno

लिहुन होणारे:



दस्त गोपवारा भाग-2

बवई3 दस्त क्रमांक:9076/2023

दस्त क्रमांक :बंबई3 /9076/2023 दस्ताचा प्रकार :-पर्यायी जागेचा करार

अन् क्र. पक्षकाराचे नाव व पत्ता

> नाव:मान्यता देणार -महाय्यक आयुक्त एफ/नॉर्थ वार्ड ऑफ बृहन्मुंवर्ड महानगरपालिका तर्फे महाय्यक अभियंता(मेंट) एफ/नॉर्थ राहुल बी

पना:प्लाँट नं: ., माळा नं: दुसरा मजला,, डमारतीचे नाव: ., ब्लॉक नं: ., रोड नं: 96, भाऊदाजी मार्ग, मुंबई, महाराष्ट्र , महाराष्ट्र, मुम्बई.

नाव:मेमर्स ओजन डेव्हलपर्स एलएलपी तर्फे डेझिग्नेटेड पार्टनर तनुजा 2 पत्ता:प्लॉट नं: ऑफिस 1202/03, माळा नं: ., इमारतीचे नाव: मॅग्रम टाँवर, ए विंग, , ब्लॉक नं: ,, रोड नं: चिवडा गल्ली, डॉ. एस एस राव रोड, लालवाग, मुंबई , महाराष्ट्र, मुम्बई. पॅन नवर:AAHFO5365R

नाव:मनोज वसंत गोलतकर पना:प्लॉट नं: रूम नंबर 46, , माळा नं: ., इमारतीचे नाव: जय शिवाजी नगर, , ब्लॉक नं: बाळाराम बाबू खेडेकर मार्ग, वडाळा वस डेपो. , रोड नं: वडाळा पश्चिम, मुंबई , महाराष्ट्र, मुम्बई. पॅन नंबर:AAMPG8809K

पक्षकाराचा प्रकार

मान्यता देणार वय:-40 स्वाक्षरी:-

लिहून देणार वय:-54

स्वाक्षरी:-

छायाचित्र

अंगठ्याचा रुमा

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लिहून घेणार वय :-55 स्वाक्षरी:









वरील दस्तऐवज करन देणार तथाकथीत पर्यायी जागेचा करार चा दस्त ऐवज करून दिल्याचे कवल करतात. शिक्का क.3 ची वेळ:28 / 04 / 2023 06 : 15 : 44 PM

ओळख:-

खालील इसम असे निवेदीत करनात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनुक्र. पक्षकाराचे नाव व पना

नाव:माहिल मनोज गोलतकर -वय:22 पत्ता:लालवाग मुंबई पिन कोड:400012

नाव:अद्वैत गोलतकर -वय:26 पत्ता:लालबाग मुंबई पिन कोड:400012





छायाचित्र



अंगठ्याचा उसा





खालील पक्षकाराची कबुली उपलब्ध आहे .

अन्क्र पक्षकाराचे नाव व पत्ता

शिक्का क्र.4 ची वेळ: 28 / 04 / 2023 06: 16: 37 PM

यक्षकाराच नाव व पत्ता। मान्यता देणार -सहाय्यक अयुक्त एफ/नॉर्थ वार्ड ऑफ वृहन्मुंबर्ड महानगरपालिका तर्फे सहाय्यक अभियंता(मेंट) एफ/नॉर्थ राहल बी शि की दस्तामध्ये प्लॉट नं: ., माळा नं: दुसरा मजला,, इमारतीचे नाव: ., ब्लॉक नं: ., रोड नं: 96, भाऊदाजी मार्ग, मुंब्**स-मेहर्माएं** , **कार्लाप्ट्र** 

💭....पाने आहेत पुस्तक क्र.-१, मध्ये बबई-३/ ८०० ... १०२३

04/2023 नोंदला. दिनांक

SALES DESIGNATION निखंधक, मुंबई शहर-३ g**ee** सह. Deface sr. Purchaser Type Verification no Deface Number Amount Αt Date OJAL DEVELOPERS eChallan 100005020230425 20500.00 SD 0000738208202324 28/04/2023 1 LLP MARK 2 DHC 1000 RE 2504202314989D 28/04/2023 2504202314989 OJAL DEVELOPERS eChallan 3 MH001168037202324P 4200 RF 0000738208202324 28/04/2023

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]