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concerned in the stipulated time limit mentioned herein.

35) The Owners declare and confirm that the said property as described in the schedule hereto underwritten is neither mortgaged nor has any easement, lien or right of way for the adjoining Owners or otherwise in whatsoever manner.

36) The Developers shall be entitled to sell, assign and transfer and/or to allot in their own name and at their own risk and responsibility the balance flats after allotting to Owners and Tenants their flats in the new building to be constructed by them by use of FSI or TDR etc on the said property as more particularly described in the Schedule and/or in the building to be constructed on what is popularly known as "Ownership basis" to such person/s and /or their prospective buyers at such price and/or rate as the Developers herein may deem fit and proper in accordance with the provision of related laws and rules. The Developers shall not sell the flats to unsocial elements, criminals or for any illegal activities. The developers shall not put the prospective purchasers in

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possession before putting the Owners and Tenants into their respective premises as agreed herein on Ownership basis free of cost and putting them in the valid possession of their flats first with full O.C. and building completion certificate

37) The owners hereby agree with the developers to sign and execute all such writings, undertakings, declarations, applications, etc. as may be required for the purpose of enabling the developers to develop the said property and also to give effect to these presents and the Developers undertake to provide details of all such undertaking, declaration, applications etc. to be signed and executed by the Owners and copies thereof in advance to be submitted to Owners.

38) The Developers shall be entitled to sign and execute at their cost and responsibility the necessary agreements with such prospective buyers / Purchasers /allottees of flats under the provisions of the Maharashtra Ownership Flats Act, except the flats allotted to Owners and Tenants as agreed free of cost on Ownership basis. The consideration of the said which the Developers may charge for sale/transfer/allotment of Flats to be constructed on

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the said proposed new buildings on the said property shall belong exclusively to the Developers. The Developers shall not be entitled to assign the benefits of the present agreement in any manner whatsoever in favour of any third party.

19) It is further agreed by the Owners that they shall ensure that they shall not in any way obstruct the construction and re-development work carried out by the Developers and shall not do or omit to do or cause to be done any acts, deeds, matters or things wilfully whereby the Developers shall be prevented from carrying out development of the said property as per the plans and specifications sanctioned by the M.C.G.M. as approved by the Owners and/or in the manner as provided herein and the Developers complying with all the terms and conditions of this agreement. It is also agreed by the developers that if any defect/s is found in construction of the new building the Owners have right to appoint any qualified Licence engineer and check the quality of construction and if the construction found faulty in the report of such qualified Licence engineer the Owners have right to stop the construction work and under this

circumstance the Developers shall bear all the cost and expenses towards legal fees of said Licence Engineer and the Developers shall recruit all such defects immediately.

40) This Development Agreement will enable the Developers to grant NO Objection Certificate/Letters to all purchasers' loan giving agencies/financial institutions excepting the flats granted to the Owners and Tenants and will not be objected to by the Owners under any circumstances. The Owners hereby declare that no notice from the Government or anybody for the Land Acquisition Act or Maharashtra Regional and Town Planning Act, Maharashtra Land Revenue Code 1966 or the Defence of India Act or under any legislative enactment, Government Ordinance, Airport Authorities and /or Civil Aviation Authority Order or notification including any notice for acquisition or requisition of the said property or any part thereof has been issued or served upon the Owners.

41) If required the Owners shall sign, execute, submit applications or plan either for sanction or amendment, and if required as may be prepared by the

Developers for lay out, Sub Division of the said property for construction of the building on the said property through the project Architects to be appointed by the Developers as approved by the Owners and the certified copies are to be submitted to the Owners provided that all the costs, charges, expenses including architects fees, deposits and other expenses in connection therewith shall be borne and paid by the Developers alone with their liability and responsibility.

4.2) All property taxes and other taxes, levies, assessment dues etc in respect of the said property up to the date of executing this agreement shall be borne and paid by the Owners. If any demand for such taxes, levies, assessments, dues etc, in respect of the said structures and the said property is received for a period prior thereto, the same shall be born and paid by the Owners without recourse to the Developers and thereafter all such taxes, levies, VAT, Service Tax, Development charges, Betterment Charges, LBT, Sales and all other taxes etc. pertaining to the said property and any other demands made in respect thereof shall be borne and paid by the Developers alone till the time

the new building to be constructed on the said property is fully developed and full O.C. and Occupation Completion Certificate is obtained from the Municipal Corporation of Greater Mumbai Owners and Tenants are put in valid possession of their respective premises and the said land along with new building thereon shall be handed over to the Co-op Hsg. Society. If any demand or recovery of any nature is received during the construction or in future after the construction and completion of the project by the Developers then the Developers shall pay the same immediately and the Owners/the Co-operative Housing Society shall not be liable or responsible for the same in any manner and shall indemnified the Owners/the Co-op Hsg Society with that respect. The Developers shall pay and discharge their personal debts and liabilities including personal Income Tax, Sales Tax, Statutory, Service Tax/VAT or other liabilities if so applicable of any nature whatsoever, pertaining to the said property or otherwise and shall see that the Owners/the Co-op Hsg Society are not put to inconvenience in any manner for non-payment of such debts.

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43) The parties hereby declare that there is no impediment upon them whereby they are restricted and/or prevented from entering into this agreement or otherwise in whatsoever manner in favour of each other.

44) All the costs, professional charges and expenses etc. incidental to these present and all other documents to be executed in pursuance whereof and all the required permissions, sanctions etc. from different authorities obtained including the stamp Duty and registration charges, VAT, Service Tax etc. payable, if any of these presents and all the other related documents to be executed hereof including individual Agreements for Premises Alternative Accommodation in favour of the Owners and Tenants shall be borne and paid by the Developers alone.

45) If the Developers are unable to handover possesion of the said permanent alternative accommodation with full O.C and building Completion Certificate to the Owners listed by 30th September'2017 inclusive of grace period allowed under these presents for reasons otherwise than

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subject to force measure clause, war, [illegible] natural calamities and for any justifiable reason beyond the control of the Developers and genuinely acceptable to the Owners to be confirmed in writing then in that case/event the Developers shall be liable to pay to the Owners a penalty of Rs.3,00,000/- (Rupees Three Lacs Only) per month till the Developers shall handover to the Owners/Tenants possession of their permanent alternate accommodation with full O.C. and building Completion Certificate till the registered Co-operative Housing Society is formed by the Developers. Any delay in such payment beyond 30 days shall attract the interest @ 18% p.a.

46) Permanent Account Numbers- As required by the Income Tax (16th Amendment) Rules, 1998-

i. The Owners assessed to Income Tax by the I.T.O (Mumbai) bearing

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1) PAN : **AHUPC5033E.**

2) PAN : **AQQPC2639F.**

3) PAN : **AAGPC8649F.**

4) PAN : **APMPM7720C.**

ii) The Developers is assessed to Income Tax by the I.T.O. (Mumbai) bearing PAN : **ABBFM0662L**

47) The Developers do hereby agree that the Developers shall provide equal and all standard amenities to the said building to the Owners, Tenants and Prospective Purchaser as per list attached at **Annexure - III** here in after referred.

48) The Developers do hereby further agree and undertake to construct the said building and provide all advanced amenities with good material of standard quality, ISI marked duly approved as per the M.C.G.M. Norms. The Developers shall provide lab tested reports of the RCC work of the proposed building on completion of the various stages of the construction works as per the plan sanctioned by the M.C.G.M.

49) All the outstanding payments will be made by the Developers to all the concerned people and different departments pertaining to the said re-development of the said property and will hand over the possession of the new building with the valid full O.C. and building Completion Certificate peacefully forthwith to the Co-

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operative Housing Society to be formed by the Developers as per law and the Developers will have no claim or rights whatsoever on the land and building in question thereafter.

30) In the event of the transaction not being completed within the stipulated time limit due to any wilful or unwarranted default on the part of the Owners or the Developers either of the parties shall have the right to require specific performance by the Owners or the Developers as the case may be of this Agreement.

31) The parties hereto agree that they shall neither commit any breach or any of the term and condition or covenants as contained herein they shall not cause the breach of these presents in any way. In the event of the breach committed by any of the party shall try to solve mutually and if fails to solve the same be entitled for legal remedies as permissible in law. In any event the developers shall not ask for refund of monetary consideration paid to the Owners.

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52) No modification alteration or changes to this Agreement shall be made except by express writing by and the parties with their mutual consent.

53) The Developers shall be liable for all defects in the construction and that the Developers agree and undertake that for a period of five years from date of handing over the possessions of the flats allotted to the owners and tenants if there is any leakage and / or repairs to the Terrasse of the new building, toilets tiling, plaster, painting etc. the Developers will carry out the same at their costs, charges and expenses including making good the finishing works. The Developers shall obtain guarantee for water proofing of walls, terraces, ceilings, bathrooms etc. for the aforesaid period.

FIRST SCHEDULE ABOVE REFERRED TO

ALL that piece and parcel of land admg. 270 sq. mtrs. as per Property Registered Card having CTS No. 184, 184/1 to 3 of Village Malad (South), Taluka Borivali in the registration district and sub-districts of Mumbai City and Mumbai Suburban together with the building known as "SUMATI SADAN" comprising of Ground plus two upper

floor situate, lying and being at Plot No. [illegible] Road No. 1, Liberty Garden, Near Sai Garden Hotel, Mumbai - 400064 and which is bounded as follows:-

On or towards North: Shreesh Building belonging to Kawale Family.

On or towards South : Municipal Road

On or towards West :Shraddha Apartment

On or towards East : Land belonging to Murudkar Family.

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SECOND SCHEDULE ABOVE REFERRED TO

(list of new flat premises agreed to be allotted to the Owners by the Developers in lieu of existing premises)

NAME OF OWNER	CONSIDERATION BY AREA OF FLAT TO BE GIVEN :			
	FLAT NO	FLOOR	AREA (Sq Ft)	TOTAL AREA (Sq.Ft.)
Mrs. Lalita Valjanath Chembukkadu	101	First	377.01	1833.34 sq.ft.
	102	First	348.86	
	201	Second	377.01	
	202	Second	348.86	
Mr. Ujjval Dwarkanath Chemburkar	401	Fourth	377.01	726.67 sq.ft.
	402	Fourth	348.86	
Mr.Deepak Dwarkanath Chemburkar	403	Sixth	377.01	726.67 sq.ft.
	404	Sixth	349.66	
Mrs. Neeta Sanjeev Bhatre	501	Fifth	377.01	726.67 sq.ft.
	502	Fifth	348.66	
Total :-	Total Area [Sq.Ft.]			3633.35 sq.ft.

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

SIGNED AND DELIVERED by the Withinnamed "OWNERS"



(1) MRS. LATIKA VAIJANATH CHEMBURKAR)



(2) MR. UJWAL DWARKANATH CHEMBURKAR)



(3) MR.DEEPAK DWARKANATH CHEMBURKAR)



(4) MRS. NEETA SANDEEP MHATRE)

In the presence of

1)

2)

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SIGNED AND DELIVERED by the)

Within named "DEVELOPERS")

M/S.MARK LIFE SPACE)

A Partnership firm, through its Partners)

(1) Shri. Paresh Mohan Shah



(2) Mr. Mahesh Sadanu Patil



(3) Mr. Nandan Mahadeo Kshirsagar



(4) Mrs. Shama Amol Saitwal



In the presence of

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RECEIPT

RECEIVED the day and year first herein above written of and from the within named the Developers a sum of Rs.10,00,000/- (Rupees Ten Lacs only) towards the final monetary consideration to be paid by them to the Owners as mentioned in clause 2 of this presents in the manner mentioned herein below:

Date	Cheque No	Drawn on	Amount (in Rs.)
12.5.16	000044	RBL Bank Ltd.	10,00,000/-
		TOTAL	10,00,000/-

I SAY RECEIVED

Rs.10,00,000/-

(Rupees Ten Lacs Only)

MRS. LATIKA VALJINATH CHEMBURKAR

Witnesses:

1)

2)

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RECEIPT

RECEIVED the day and year first hereon above written of and from the within named the Developers a sum of Rs.37,50,000/- (Rupees Thirty Seven Lacs Fifty Thousand only) towards refundable security deposit to be deposited by them to the Owners no 2,3 & 4 as mentioned in clause 2(iii) of this presents in the manner mentioned herein below:

Date	Cheque	Drawn on	Amount (in Rs)	Owners Name
14.5.11	000043	HDFC Bank LTD.	12,50,000/-	MR. UJWAL D. CHEMBURKAR
14.5.11	000046	HDFC Bank LTD.	12,50,000/-	MR.DEEPAK D. CHEMBURKAR
14.5.11	000047	HDFC Bank LTD.	12,50,000/-	MRS. REETA S. MHATRE
		TOTAL	37,50,000/-	

We SAY RECEIVED

Rs.37,50,000/- (Rupees Thirty Seven Lacs Fifty Thousand only)

MR. UJWAL DWARKANATH CHEMBURKAR

MR.DEEPAK DWARKANATH CHEMBURKAR

MRS. REETA SANDEEP MHATRE

Witnesses

1.

(Vijay Anil V. Sawant)

2.

(Pradeep Shetty)

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ANNEXURE-I

(Plans)



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Annexure - II

List of Tenants with Room No., Carpet Area and Monthly Rent Amount

Sr. No.	Room No.	Name of the Tenant	Carpet Area in Sq.ft.	Monthly Rent Amount
1.	01	Mr.Shivam Gangadhar Apte	140.00	
2.	02	Smt. Nirmala Shivaji Salvi	140.00	

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ANNEXURE-III

LIST OF AMENITIES

Civil Work

a) The structure of the building shall be [illegible] (earthquake resistance IS Code 1893 for Seismic Zone III) [illegible] shall be for 40 TMT.

b) 9ft height in each floor to ceiling height.

c) All the external walls will be of 9" brick with Cement Sand Plaster. The internal brick wall as per BMC rules min 4". with cement Sand Plaster.

d) External plaster will be water proof with water proof with double coat sand faces (no base coat & final coat after the base coat) and the internal plaster will be of one coat cement sand plaster. Paint finish PPP /Oil paint finish, ground work to level.

e) Provision of low heighted windows for sitting purpose in living & bedroom as per MCGM standards.

f) Terrace will be water proofing shall be of bricks bat coba plus china mosaic tiles placed on the terrace slab, parapet wall top of terrace to be covered with tiles with 5 years guarantee for terrace leakage.

g) Lift of reputed company automatic as this level, lease shall be provided, if the electricity or any problem occurs the lift shall be open at nearest point.

h) DCC bills will be provided over each bathrooms and W/C with one WB mark of 500 lit.

Doors and Windows :

a) The main door will be flush door/teak of Indonesia / Merpine or Burmilla or Nilesh.

b) The main door will be provided with night latch / locking locks, all door bolts, chain, Peephole, tower bolts, mortise bolts, hinges & mortise handle brass hardware fixing with double locking system.

c) Internal doors to be shutter with well patterned with powder finish coupling one side.

d) Toilet door will be of fabricate door with marble frame of good quality with one side moulding path. The hinges to be provided to all the doors will be of SS.

e) Large size heavy duty aluminium powder coated/ anodized windows with tinted glass will be provided with granite sill and marble for toilet windows in living room and bedroom.

f) M.S Box grill with decent and decorative of heavy gauge will be provided with proper design.

g) Toilet windows will be of granite frame with powder coated aluminium louvre with Exhaust/Exhaust fan provision with out side M.S Grill.

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Flooring and Kitchen Platform :-

a) Vitrified scratch resistant tiles in living rooms, bedrooms, kitchen, passage with 4" skirting at wall level plaster.

b) The kitchen platform of granite , facia patti (Gurjhan Patti) with proper curved shape moulding with stainless still sink colour glazed tiles dado upto bounded (quality) on the wall upto lenth 60CC) above glazed tiles below platform

c) Cooking space electric

d) Sliding type service platform with trolley under both platforms

e) In bath / WC anti skid tiles and glazed tiles upto sill level

Water Services Plumbing & Sanitation:

a) All concealed plumbing will be done with CPVC /UPVC pipes of prime

b) Designer wash basin matching in colour of tiles inside and outside of toilet, glazed tiles above and below the wash basin.

c) Europen style W/C with flush tank

d) Hot & Cold water mixture with shower & tap, mixture hot geyser of reputed make with 2.5 wiring and one extra tap

e) Internal drainage pipes will consist of PVC of Known & Supreme make

f) Provision of washing machine with inlet and outlet points

g) Hoting water connection will be provided in W/C.

Electrical Work:

a) All the electrical wiring will be done with ISI mark copper wire and will be concealed single phase mains connection wiring in PVC wiring will be of 4.20 mm board in Meter board.

b) Each flat will be provided with separate mains and circuit breaker

c) For Geyser 2.5, AC 4.00 (over 1.5, Single phase,

The following electrical item should be provided.

Living Room:

60will have 4 light points, 2 Fan Points, 1Chandlier ceiling point, 2 plug light points, 1AC point, 1 cable /TV Point, 1 Telephone point, 1 light point outside the main door, 1 push bell button, computer point, extra sockets & button , new TV point, extra socket button for mobile recharge and fitting one circuit breaker board.

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Bedroom:-

Shall have 2 tube lights point, 1 fan point, 1 table lamp point, 1 night lamp point, 1 AC point, cable TV, DVD point, 1 computer point, 1 points for mobile recharge, 2 ceiling light points.

Kitchen:-

1 Exhaust fan in kitchen, 2 tube light points, 1 fan point, 15 AMP for refrigerator, 1 point for washing machine in passage/kitchen, one point for home appliance (Water filter, Micro Oven, Mixture, Juicer, Toaster)

Passage Inside :-

One light point in passage

W/C:-

Shall have one light point, European style commode with wall mounted flush tank, one tap connection, toilet paper role holder, one exhaust point, anti fecal spray.

Bathroom:-

Shall have one light point, one geyser point, 4/5 small marble shelves i.e for soap, shampoo, washing powder.

Painting:-

a) All the external wall should be water proofing and painting will be water resistance
b) All the internal painting will be water resistance of reputed company with best long and durability
c) The paint on the walls should be washable

External Amenities:-

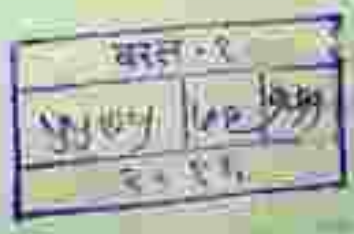
a) Earthquake resistant RCC frame structure for building as per project architect and as per BMC rules
b) The compound wall will be made of bricks upto the height of 5ft on 3 side and building front side 5ft iron gate will be provided.
c) Pest control and white ants treatment right from foundation to top till terrace
d) Internet facilities in flats connected to security cabin

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e) CC TV Camera on front and back side of the building.
f) Intercom shall be provided.
g) Entire compound shall be laid with interlocked tiles or paver block which should be Antiskid.
h) There will be one light point in stair case on each floor with baton holder connection.
i) Fire fighting system as per fire brigade and MCGM rules.
j) All supply of drainage pipe line should pass through the duct.
k) MCGM having water tanks with submersible pumps of reputed company, one stand by submersible pump shall be provided.
l) Extra rod on terrace for common dish antenna.







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Annexure 'IV'

MUNICIPAL CORPORATION OF GREATER MUMBAI
BY CHIEF ENGINEER (TRAFFIC)

Main Time Building, 1st Floor, Dr. E. Moses Road, Worli Naka, Mumbai-400 018.
No. Dy. CE (E-W-II) / Traffic of / 6 / 2015 Date: 11.6.2015

Sub: Parking layout plan of proposed redevelopment building on plot bearing C.S. No. 1844 (pt.) to 7 of Village Malad (W) Mumbai.

Ref: (1) No. CHE / 3051 / 337 / E / 337 (NEW) Dt. 31.03.2015

The representative of Architect Shri. HARISH D. GANDHI was heard and the proposal of the plot on 27.05.2015, accordingly the representative has submitted revised parking layout plan on 10.6.2015. The parking layout plans comprising of following parking spaces.

Sr. No.	Floors	Big	Small	Total
1	Ground floor parking @ + 0.00 m. level, @ 2.30 m. in pit) & Cantilever stack parking @ + 2.40 m. level.	03	03	06
	Total =	03	03	06

as shown on plan submitted by you on 24.04.2015 is approved only from traffic movement and manoeuvrability point of view and the same are found to be O.K. This parking layout is approved subject to obtaining the sanction of the Competent Authority before approval of the plans for the following relaxations.

1) Architects has proposed 06 Nos. of parking space as against required 08 Nos. of parking space out of which only 03 Nos. of parking space are of size 2.5 m. x 5.5 m. & 03 Nos. of parking space are of size 2.3 m. x 4.5 m. However 02 Nos. are less than the required Nos. of parking space which needs relaxations. Due to non-provision of mandatory required parking spaces, there may be possibility that some of the prospective buyers in the buildings may park their vehicles on the abutting roads adjoining roads in future due to non-availability of parking space in the building premises and it may cause traffic problem in the area).

2) Architect has proposed Two way manoevering with aisle space of minimum 5.60 m. wide on East side instead of required 6.00 m. at Ground level which needs relaxations.

This parking layout is approved subject to obtaining approval of the Competent Authority for the above relaxations mentioned at Sr. No. (1 & 2) before approval of plans & the following conditions:

1) The size of parking spaces shall be as per the provisions of regulation No. 14 (2)(b) – No. 12 for
a) Motor Vehicle – 2.3 m. x 4.5 m. & 2.5 m. x 5.5 m. as shown in green colour.
2) Traffic symbols as indicated on the approved plan shall be maintained.
3) Minimum 4.50 m. wide entry and exit gate (2 Nos. in white colour gates of 2.25 m. each) shall be provided on 9.00 m. wide existing road as shown on plan.
4) As per the parking statement on the plan submitted by the Architect
Required No. of parking spaces are 08 Nos.
Parking spaces proposed are 06 Nos.
Big cars = 03 Nos. and Small cars = 03 Nos.
However, it is to be verified by the Architect that the no. of parking spaces required as per DCR, 1991
5) From manoeuvrability point of view 06 Nos. car parking shown provided as shown on plan are to be accepted on the following terms:
a) 03 Nos. cars are proposed as three layer Mechanized pit type stack parking system in side open space at Ground floor level. The said Mechanized system consists of 01 unit of three stage four simple lift type system. Each unit consist three cars module of 01 unit of 2.5 m. x 5.5 m. in size i.e. limited capacity of 03 Nos. of cars.
b) 02 Nos. cars are proposed as three layer Mechanized pit type stack parking system in side open space at Ground floor level as Mechanized parking (1-A-2) with One space permanently vacant for manoeuvring. The said Mechanized system consists of 01 unit of three stage four simple lift type system. Each unit consist three cars module of 01 unit of 2.3 m. x 4.5 m. in size i.e. limited capacity of 02 Nos. of cars.
c) 01 Nos. cars proposed as Cantilever Mechanized Stack parking system in side open space of Ground floor. Said Mechanized system consists of 01 unit of two stage four simple Cantilever lift type system of 01 unit of 2.3 m. x 4.5 m. However, the lower deck of cantilever Stack parking space with clear height of 2.10 m. shall be kept vacant for manoeuvring of vehicles.
6) Regarding Cl. 5 & 6 above, it is to clarify that the arrangement [illegible] as three layer Mechanized pit type stack parking system & Cantilever Mechanized Stack parking in side open space at Ground floor level is approved purely from traffic manoeuvring point of view only. This does not absolve any such all permissions in the matter of allowing [illegible]

[illegible] 2015

system including ancillary structures in the subject property. The necessary approval / permission from concerned E. Engg (BP) W. S. / Dy. Dir. E. (BP) W.S. / Competent Authority shall be obtained regarding the permissibility of allowing such Mechanized system i.e. double stack parking, Compact parking and manoeuvring /cum-car driven parking.

8. The parking layout needs to be got scrutinized/ verified by the Executive Engineer (Building Proposal) W. Sub- as per the provisions of DC regulations. Particularly the permissibility / applicability of allowing the number of parking spaces proposed by the applicant.

9. If the size, shape or configuration of the Ground floor, cantilever projection which will increase the parking spaces of any occupancies / total open boundary coverage of plot changes in parking layout is required to be changed as per site requirements as per the regulations of E.B.B.P. (W.S.), fresh revised parking layout shall be got approved from this office.

10. Area [illegible] shall be used / utilized for the purpose of parking only and is regularly maintained. [illegible] be submitted to Ex. Engg. (BP) W.S.

11. The [illegible] and yearly from traffic consultant & plan wording point of [illegible] and subsequent [illegible] of structure if any without violating the B.L. [illegible] of [illegible] reference to the [illegible] without carrying out active site inspection, without obtaining no dues/objection certificate, power of attorney, Right of way document in development of [illegible]

12. The [illegible] electricity, alternate source (power supply) of requisite capacity shall be made [illegible] of failure of electric supply.

13. The [illegible] violating the W.A.C.D. against any irregularity arising out of installation or use in case of the failure of Mechanized system / failure due to mechanical reason. Under whatever circumstances & in the adjoining plots, adjoining building shall be completed to E.B. (BP) W. Sub-

14. The parking layout is approved subject to confirming the permissibility of making under reference existing of using **three layer Mechanized pit type stack parking system & Cantilever Mechanized Stack parking in side open space at Ground floor level** as per the provisions of D.C. Regulations 2017 and further modifications, relaxations, and clarifications the issue notification vide [illegible] dt.11.05.2018 & Ex. Engg. (BP) W.S.

15. The parking layout approved does not comprise any part of permissibility / necessity in the matter of allowing the uses proposed by Architect for parking spaces including manoeuvring & other areas on ground floor as shown on the accompanying plan. Hence the permissibility of allowing such parking spaces, manoeuvring lanes and the other areas as proposed by the Architect on Ground floor [illegible] be scrutinized by Ex. Engineer (Building Proposal) W. Sub-, with respect to the F.S.I. requirements and the same should be got approved before approval of plans as per the provisions of D.C.B. regulations 2017 and the further modifications, relaxations and permissibility for issue modification in D.C.R. vide No. [illegible] dt.11.05.2018.

16. Architect has proposed 85 Nos. of parking spaces against the required 98 Nos. of parking spaces i.e. 25.00% less than required. Due to non provision of mandatory required parking [illegible] there may be possibility that some of the occupants/ buyers in the building may park their vehicles on abutting roads adjoining roads or lanes due to non availability of parking space in the building premises and it may cause traffic problem in the area. However, this parking layout is approved considering that Ex. Engg. (BP) W.S. F-Ward shall verify the permissibility of 25.00% deficiency in parking spaces and shall obtain specific approval of competent authority before approval of plans.

17. The parking layout is approved subject to confirming the permissibility of allowing proposed building with side open spaces / front open spaces as shown in parking layout plan submitted by Architect to this office as per modification in D.C.R. Vide No. [illegible] dt.8-01-2018 by E.E.B.P.(W.S.) F-ward.

18. This parking layout is approved considering location of Horizontal members shown on respective floor plan by the Architect.

19. Architect has proposed 01 No. of Cantilever Deck parking projecting in the plot boundary at East side whether to meet N.O.C. from the adjoining plot holders at East side & the permissibility of allowing the same shall be checked by E.E.B.P. (W.S.) F-Ward before approval of plans.

20. The Mechanized parking system shall be approved only after [illegible] provisions & safety measures shall be taken to avoid any mishap & the damages occurred due to flooding as per if any & maintenance of Mechanized parking system shall be done regularly and [illegible] undertaking & indemnity bond in that effect shall be submitted to E.E. (BP) W.S.

21. Architect has shown 02 Nos. of tree are coming in the parking space / drive way which is marked on plan and he will obtained approval from Supt. of Gardan.

22. Architect has submitted letter vide No. [illegible] dt. 12-09-2018 stating that there are 2 nos. of tree [illegible] the manoeuvring of the car we are going to take the permission for the cutting of the same [illegible] Tree department during the I.O.D. stage numbered as No. T-01 & T-02. This

[illegible]

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parking layout is approved subject to verification by Ex. Engr (B.P.)W.S. P.Ward & S. O. that whether to allow the cutting or transplanting the 02 nos. of trees No. T-01 & T-02.

21. The parking spaces (Middle Deck of stack parking-A) shall be permanently kept vacant for manoeuvring of vehicles at Ground floor.

22. Special attendant shall be deployed to control the manoeuvring and [illegible] at car entrance entry & exit gate & Mechanized parking system.

23. The stilt/ parking layout approved vide this office D.no. shall be [illegible]

You are requested to note the following additional conditions:

1) The Ground floor parking area shall be adequately lighted with [illegible] (not trained as per)

2) Edges of the columns shall be round in shape in the Ground floor

3) The parking spaces shall be paved & clearly marked, painted and [illegible]

4) The traffic symbols shall be marked in Thermoplastic road marking paint. Arrows and other necessary traffic safety devices from reflective Road Studs shall be provided to guide the traffic.

5) Anti Skid Ramp Surfaces shall be provided in the parking floor.

6) Necessary Information signages shall be provided at the drive ways to guide the motorists.

7) The entry drive- way as well as parking spaces shall be kept free of obstructions.

8) The Public utilities car parking at Ground Floor shall be provided near the entry gate.

9) The parking layout shall also meet the requirements of C.F.O.

10) Adequate no. of parking attendants shall be employed.

11) The Board/ outsourcing vendor's car parking available shall be provided near the entry gates & remains the visitor's parking spaces as the

12) Necessary steps shall be taken to avoid the nuisance of car exhaust / smoke / lights / noise in stilt floor parking area.

13) The proper precautions shall be taken prior to the starting as well as during the course of excavation work to prevent any accident and safety of the persons working in the pit of proposed parking system due to stagnation of water etc. in the pit.

14) The slope of the underground tank, sub to cover existing well passing thick over sump for rain water if any shall be designed to bear the required vehicular load & stability certificate to this effect shall be submitted to E.E. (B.P.) W.S. P. ward.

15) Subject to above conditions & obtaining approval of the competent authority for the above relaxations mentioned at Sr. No. (x & y) & the comments and suggestions implemented as duly approved by E.E.(B.P.)W.S. the parking layout is approved from maneuverability and traffic circulation point of view only.

Hence, Executive Engineer (B.P.) W. Sub is therefore requested to obtain the sanction of the Competent Authority before approval of the plans for the above relaxations and if, there is any minor / major change required to be incorporated in parking layout in order to obtain the approval of Competent Authority, this office remarks / approval for the revised parking layout shall be assumed.

The amount of Rs. 7338/- shall be collected from the Architect towards scrutiny fees of the proposal under reference & shall be credited to this dptt. Account at the earliest & forwarded the copy of the receipt to this office.

Functionary Code	44
Head Code	13
Head Centre / Cost Centre	(00044566)
Functional Area	22000000000
Account Code	1402000 (Scrutiny Fees)

ACC:- Copy of modified plan.

Executive Engineer
(Traffic & Co-ordination)

S.E.(B.P.)W.S. P.Ward

ACC:- Set of plans

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MUNICIPAL CORPORATION OF GREATER MUMBAI
MUMBAI FIRE BRIGADE

No. CHE/16-2016
Date 6/7/2016

Sub: NOC regarding fire safety requirements for the construction of low rise residential building on plot bearing C.T.S. No. 184 (PART) of Village Kolad situated at Malad (West), Mumbai.

Ref: Letter from Asstt. Engineer (B.P.) W.S. "P" Ward under no CHE/9310/0633/P/MW/AWC dated 21/04/2015.
A letter from M/s Haresh D. Gandhi Architects dated 16/05/2016
M.F.B. No. 1/R/N(V)/16 dated 23/04/2016

SIR/MADAM,

This is the proposal for the construction of a low rise residential building comprising of ground floor + 1st to 7th upper residential floors with a total height of 23.50 mtrs. measured from general ground level to terrace level.

The floor wise use of the building is as below:

Floor	Details of usage / tenements per floor
Ground floor	03 nos. of Multipurpose rooms and Space for Electric Meter room.
1st to 7th floor	02 nos. of residential flats on each floor.
Terrace floor	As refuge area.

The building has been provided with one open type staircase of 1.20 mtrs. flight width from the Ground floor to terrace level, which is centrally located and adequately ventilated. Each building is provided with one no. of lift. The lift lobby/common corridor at each floor level is directly ventilated to outside air as shown in the enclosed plan. Architect has proposed pit-stack car parking on East & West side open space as shown on the plan.

The plot abuts on 9.00 mtrs. wide road on North side.

The side open spaces all around the Building are as under:

Side	Open space from building line to plot boundary
North	3.50 mtrs.
South	3.00 mtrs. + 9.00 mtrs. wide road
East	3.00 mtrs. (including Compensatory open space)
West	3.00 mtrs.

The terrace of the building shall be used as refuge area.

The proposal is considered favorably on

1. The site abuts on 9.00 mtrs. wide road on North side.
2. Party agrees to provide Hand fire fighting appliances as recommended by this department.
3. During construction stage and prior to final occupation party agrees to comply with additional requirements stipulated by Mumbai Fire Brigade Department.

In view of above, as far as this department is concerned there would be no objection for the construction of a low rise residential building comprising of ground floor + 1st to 7th upper residential floors with a total height of 23.50 mtrs. measured from general ground level to terrace level as per the details shown on the enclosed plan agreed in behalf of approval, subject to satisfactory compliance of following requirements –

1. There shall be no compound wall on the road side, however the sliding gates of not less than 4.00 mtrs may be provided.
2. The under ground shall be flushed with road level.
3. The entire available open space around the building shall be paved suitably to bear the load of fire engines weighing up to 28 tones.
4. Entrance doors of flat shall be of solid core having fire resistance of not less than half an hour.

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provided in the lift lobby/common passages shall not be blocked up in any manner at any time.

...shall not pass through the staircase enclosure wall or shall be taken in ...

10. Pit Stack Car Parking

a) The car parking shall be as per the plans.

b) The drainage from the car parking areas shall be separate from that of the building and shall be connected with catch pit with disc trap before connecting to Municipal Sewer.

c) The parking area shall not be used for dwelling purpose and repairing / maintenance of vehicles, storage, trade activity etc at any time and use of naked light / flame shall be strictly prohibited.

d) Vertical deck separation shall be provided between the upper & lower decks of stack parking by using the non-perforated and non combustible materials (preferably steel plate) This is to minimize direct impingement of flame to the car in the upper deck and also to prevent dripping of any possible leaking fuel to the lower deck.

e) Elements of the pit stack car parking structure shall have 1 hr fire resistance.

f) The drive ways shall be properly marked & maintained unobstructed.

8. Door At Terrace Of Staircase

The staircase door shall be provided in the following manner.

1. The top half portion of the doors shall be provided with louvers.
2. The latch lock shall be installed from the terrace side at the height if not more than 1 mtrs.
3. The glass from of 6 inch diameter with the breakable glass shall be provided just above the latch lock, so as to open the latch in case of an emergency by breaking glass.

9. Lift

i) Walls enclosing lift shaft shall have a fire resistance of not less than two hours.

ii) Shafts shall have permanent vent of not less than 0.2 sq. mtrs in clear area immediately under the machine room.

iii) Landing doors and lift car doors of the lift shall be of steel shutters with fire resistance of one hour. No unexpected shutter shall be permitted.

10. Overhead (terrace) water storage tank

The building shall be provided with a tank of 20,000 litres capacity on the terrace. The design shall be got approved from M.C.'s engineers prior to erection. The tank shall be connected to the down comer through a booster pump through a non return valve & gate valve.

11. Down Comer:

A down comer having internal diameter of 10 cms. of G.I. class pipe shall be provided with single hydrant out let at first, last and each floor in such a way as not to reduce the width of staircase. Pressure reducing valve or orifices shall be provided at lower level so as not to exceed the pressure of 5.6 Kgs/sq.cm. A fire service inlet on the external face of the building directly fronting carriageway shall be provided to connect the mobile pump of the fire service to the down comer.

12. Booster Pump:

A booster pump of capacity of 450 ltr/min & giving pressure of not less than 3.2 Kgs/sq.cm. at the top most hydrant outlet shall be connected to down comer. A two way starting switch shall be provided at ground & at terrace level. The booster pump shall be surface mounted. (Submersible pump shall not be permitted)

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13. **Fire Extinguishers:**

a. Five ABC type fire extinguishers of 9 Kgs. Capacity having BIS certification each & one sand bucket shall be kept on the entrance lobby room & lift machine room.

b. Two ABC type fire extinguishers of 9 Kgs. Capacity having BIS certification each & two sand buckets shall be kept in car parking area.

14. **Automatic Smoke Detection System:**

Automatic smoke detection system shall be installed at lift machine room [illegible] panel as per IS specifications.

15. **Fire Alarm System:**

Entire building shall be provided with manual fire alarm system with main control panel at ground floor level and pillbox and hooters at each of the upper floors. The layout of fire alarm system shall be in accordance with Indian Standard Specifications.

16. **Refuge area:**

The terrace of the building shall be treated as refuge area and shall be provided as under:

i) The entrance door to the refuge area shall be painted or fixed with a sign painted in luminous paint mentioning "REFUGE AREA IN CASE OF EMERGENCY".

ii) Adequate drinking water facility shall be provided in the refuge area.

iii) Adequate emergency lighting facility connected to the electric circuit to the staircase corridor / passage etc. lighting shall be provided.

The party has paid scrutiny fee of Rs. 95000/- vide receipt no 0427748 (Sap Doc. No 1001149125) dated 22/05/2015 on gross built up area of 75000 sq. mtrs. as certified by the Architect vide his letter dated 16/05/2015.

However, E.E.B.P.(W.S.) is requested to verify the gross built up area and inform this department if the same is found to be more for levying the additional scrutiny fees if any.

By Chief Fire Officer (-)
Mumbai Fire Brigade

By Chief Fire Officer I/c
Mumbai Fire Brigade

C.C. to Suresh D Gandhi, Architects.

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BMPP 8026-2010-11 2,000 Forms (4 Parts F/S)

Form 340 / 66

In replying please quote No. and date of this letter

EC-44

THIS IS A C.C. & ISSUED SUBJECT TO THE PROVISIONS OF MAHARASHTRA LAND REVENUE CODE & MAHARASHTRA REGIONAL TOWN PLANNING ACT 1966

Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, as amended upto date

CHE/WSD/0453/P/337(NEW) of 2015-2016

04 NOV 2015

MEMORANDUM

Mrs. Latika V. Chemburkar & Mr. Ujwal D. Chemburkar, Mr. Deepak D. Chemburkar & Mrs. Neeta S. Bhatre

With reference to your Notice U/S 337 of MMC Act submitted with No.1859 dated 17.04.2015 and delivered on _____ 20__ and the Plans, Sections, Specifications and Description and further particulars and details of your buildings at **Proposed building on plot bearing C.T.S. No.184, 184/1 to 3 of Village Malad at Malad (West), Mumbai-400 064,** furnished in the under polar letter, dated _____ 20__ I have to inform you that I cannot approve the building or work proposed to be erected or executed, and I therefore hereby intimate to you under section 346 of the Mumbai Municipal Corporation Act as amended upto date, my disapproval for thereof reasons:

A. **CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK I.E.BEFORE PLINTH C.C.**

1. That the C.C. under Sec. 44(44) (1) (a) of the M.R.T.P. Act will not be obtained before starting the proposed work.

2. That the compound wall will not be constructed on all sides of the plot as per CTS boundary clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining building to prove possession of building before starting the work as per D.C.Reg.No.38(2).

3. That the low lying plot will not be filled up to a required level of at least 27.45 M Town Hall Datum or 0.15 m above adjoining road level whichever is higher with mortum, earth, boulders etc. and will not be leveled, rolled, consolidated and sloped towards road side before starting the work.

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CE/WBH/0663/P/337(NEW) of 2015-2016

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

(j) 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 above mentioned objections and other requirements but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 03 NOV 2015 day of 200 but not so as to contravene any of the provisions of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

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

Executive Engineer, Bandra.
for EXECUTIVE ENGINEER
BUILDING PROPOSAL (WS) P/WARD
Wards

04 NOV 2015

SPECIAL INSTRUCTIONS

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

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

(3) Under Bye-law, No.5 of the Commissioner has fixed the following levels :-

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

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

"(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (150 cms.) of such building.

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

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

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

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

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

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

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

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4. That the specification for layout/D.P. road/or access roads, development of setback land will not be obtained from E.E. Road Construction(W.E.) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. and the completion certificate will not be obtained from E.E.(R.C.)/E.E.(S.W.D) of W.E./E.E.(T & C) before submitting B.C.C.

5. That the Structural Engineer / site supervisor will not be appointed and supervision memo as per Appendix XI (Regulation 5(3) (ix) will not be submitted by him.

6. a) That the structural design as per relevant IS codes including provision of seismic/wind load alongwith or calculations for the proposed work and for existing building showing adequacy thereof to take up additional load shall not be submitted before C.C.

b) That main beam in R.C.C. framed structure shall not be less than 230 mm wide. The size of the columns shall also not be governed as per the applicable I.S. Codes (included in 6 b)

c) That all the cantilevers (projections) shall not be designed for five times the load as per I.S. code 1893-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc. (included in 6 c)

7. That the sanitary arrangement for workers shall not be carried as per Municipal Specifications and drainage layout will not be submitted before C.C.

8. a) That the regular / sanctioned / proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/E.E.(T & C)/E.E.(P.)/DILR and additional copy of plan shall not be submitted.

b) That set back land free of compensation and free of any encumbrance shall not be handed over to and possession receipt shall not be submitted from Assistant commissioner of the ward.

9. That the Regd. Agreement with the existing tenant along with the plans will not be submitted before completely vacating the existing structure and that the existing structure proposed to be demolished shall not be demolished or necessary Power Program with Regd. agreement will not be submitted and got approved before C.C.

10. That the registered undertaking regarding following shall not be submitted before asking for the C.C.

a) for compliance of all I.O.D. conditions.

b) for agreeing to hand over the setback land to MCGM free of compensation and to hand over the reservations affecting land u/s in lieu of TDR free of any encumbrances. And agreeing not to serve purchase notice.

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c) Undertaking that open cellar, stilt Parking, podium, society office, servants toilet, part/portion terrace, fitness center shall not be converted in future

d) Agreeing to pay the difference in premium paid and calculated as per revised land rates

e) Undertaking that the workers employed on site shall be covered under workmen compensation policy till completion of the work and abiding the clauses / sections of building and other construction workers regulation of employment and conditions of service Act, 1996 and Rules framed thereon time to time and being in force.

f) agreeing to comply the terms and conditions of sanction from Govt. of Maharashtra under No.TPS 4309/7704/CR 127/2009/UD-11 dtd. 10.04.2009 and new Govt. Notification dtd. 24.10.2011 regarding 0.33 FSI and consent of society/occupants for utilization of 0.33 F.S.I. on permis basis.

g) stating that member/prospective buyers shall be made aware about utilization of Fungible F.S.I. and clause to that effect will be incorporated in the flat sale agreement.

h) Agreeing to comply all the conditions mentioned in the S.E.T.& C.C. N.O.C. as under :-

i) For the Mechanized Parking system / Car Lift shall be equipped with electric sensor devices and also proper precaution and safety devices shall be taken to avoid accidents and maintenance of the same shall be done regularly.

ii) Maintaining that MCGM will not be held liable for the damages occurred due to flooding in parking pit if any

iii)Maintaining that the area reserved for parking shall be used / utilised for the purpose of parking only

iv)Maintaining that the special watchmen will be employed to control the manoeuvring with the assistance of car lift/s at entry and exit gate and between entry and exist in the lift/s at the premises of mechanized parking system.

i) Maintaining that the clauses will be incorporated in the sale agreement of prospective buyers/members stating :-

a. That the building water reservoir is deficient in open space and M.C.G.M. will not be held liable for the same in future.

b. That the buyer / member agree for no objection for the neighbourhood development with reduced open space in future.

c. That the buyer / member will not hold M.C.G.M. liable for failure of mechanical Parking system / car lift in future

d. That the buyer / member will not hold M.C.G.M. liable for the proposed shortages / sub standard sizes of rooms in future and complaints of whatsoever nature will not be made in future.

e. That there is inadequate manoeuvring space of car parkings and buyer / member will not make any complaint to M.C.G.M in this regard in future.

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EXECUTIVE ENGINEER

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CHE/WSII/0453/F/337[illegible] of 2015-2016

i. that the toilet is existing above stilt/habitable room and no complaint regarding leakage if any in future shall be made to MCGM.

j) Mentioning that the standby arrangement of generator / alternative electric power supply requisite capacity shall be made in case of failure of electric supply

k) Undertaking as per note 34 shall not be submitted.

11. That the Indemnity Bond indemnifying the Corporation and its officers

a) against damages, risks, accidents etc. in the carriers and undertaking regarding no nuisance during construction.

b) against any litigation, claims, disputes arising out the [illegible] inadequate size of rooms

c) against nuisance due to leakage from toilets above stilt/habitable rooms

d) against inconvenience caused due to installation of mechanical stack parking

e) against any legal complication/matter that may arise due to ownership dispute regarding plot under reference

shall not be submitted before C.C.

the requirements of N.O.C. of

E.E. (S.W.D.)

E.E. (T&C)

E.E. (R.C.)

E.E. (GEN)

E.E. (P.W.)

E.E.(E.S.)

C.F.O.

A.A. & C. (F/ North) Ward.

Tree Authority

Hydraulic Engineer

A.E. (Environment) for removal of debris

Collector(M.S.D.)/N.O.C. for Royalty/filling of land under

will not be obtained and the regulations mentioned there in

will not be complied with before asking for C.C.

12. That extra water and sewerage charges will not be paid to A.E.(W.W. F/North Ward and No Dues Pending Certificate shall be submitted before C.C.

14. That the development charges as per M.R.T.P. Act (Amendment) Act 1992 and premium towards DRP and all other requisite premiums will not be paid before C.C.

Other Property etc.

[illegible]

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CBBC/WEST/0403/P/327(0078) of 2015-2016

16. That the provision for electric sub-station from Reliance Energy Ltd/ Tata Power shall not be made.

17. That appointment of private pest control agency for anti larval treatment shall not be made before requesting for C.C

18. That the C.C. shall not be asked unless payment of scrapper for providing treatment at construction site to prevent epidemics like Dengue, Malaria etc is made to the Executive Officer of the concerned Ward Office and premises shall not be made as and when required by Insecticide officer for inspection of water tanks by providing safe and stable ladder etc. and requirements as communicated by the Insecticide Officer shall not be complied with.

19. That the Jawan Insurance Policy shall not be submitted before C.C.

20. That the regulations of clause 45 & 46 of DCR 91 shall not be complied with and records of quality of work, certification report, etc. shall not be maintained up-to-date till completion of the entire work.

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

22. That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 300 sq.m.

23. That the use of fly ash bricks and fly ash based building materials shall not be used in construction work and non-reply to that effect will not be submitted to this office.

24. That the requirements from fire safety point of view as per D.C.R. 1991 shall not be complied with.

25. That the bore well shall not be constructed in consultation with MGB and certificate from Ground Water Survey Department, Ahmedabad 3000A(sha) not be submitted before requesting for C.C.

26. That all existing well shall not be reconstructed as per circular No.C/FD/1234 dtd.17.01.1985.

27. That the work shall not be carried out between midnight and sunrise and the provisions of notification issued by Ministry of Environment and Forest department dated 14.2.2000 and Rules framed for noise pollution Regulation & Control Rules 2000 shall be duly observed.

28. That the private doctor shall not be appointed for treatment of Labour / staff on site before requesting for C.C.

29. That the Board shall not be displayed showing details of proposed work, name of owner, developer, architect, R.C.C. consultant etc.

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

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EXECUTIVE ENGINEER
BUILDING PROPOSAL (W.S.) Ward

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CHE/WS/0053/P/327(NEW) of 2015-2016

20. That the R.I.D. regarding handing over of set back as per Draft D.P. 2034.

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

1. That the plinth/sth height shall not be get checked by this office staff.

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

3. That the periodical Material testing report shall not be submitted.

4. That the progress report of the work will not be submitted by the Architect.

5. That the separate P.R.C. in the name of K.M.C.D.M. for road set back D.P. Road/reservation in the layout shall not be submitted before granting further C.C. beyond 75% of the permissible built up area (excluding T.D.R.) or within a period of one year from the date of issue of C.C. in the holding whichever is earlier.

6. That all the structural members below the ground shall not be designed considering the effect of chlorinated water, sulphur water, seepage water etc. and any other possible chemical effect and the care while constructing the same will be taken and completion certificate to that effect shall not be insisted before granting further C.C. beyond plinth from the Ld. Structural Engineer.

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

1. That the dust bin will not be provided as per the direction of K.M.C. P/North ward.

2. That 3.05 mt. wide paved pathway upto staircase will not be provided.

3. That the surrounding open spaces, parking spaces and terrace will not be kept open.

4. That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at a prominent place.

5. That carriage entrance shall not be provided and carriage entrance fee shall not be paid.

6. That terrazzo, sanitary fixtures, cabinets in kitchen will not be made Water proof and same will not be provided by method of ponding and all sanitary connections will not be leak proof and smoke test will not be done in presence of municipal staff.

7. That final N.O.C. from E.E. (S.W.D.) / E.E. (R.D.) / Ld. Inspector/ A.A. & C. P/North Ward/C.F.O. shall not be submitted before occupation.

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CBE/WBU/3662/P/337(NEW) of 2015-2016

8. That Structural Engineers laminated final Stability Certificate along with upto date License copy and R.C.C. design canvas plan shall not be submitted.

9. That the separate vertical trade pipe, soil pipe, with a separate gully trap, water seal, O.H. Tank etc. for Maternity Home/Nursing Home, user will not be provided and that drainage system of the residential part of the building will not be affected.

10. That the debris shall not be removed before submitting R.C.C.

11. That canvas requisite plans shall not be submitted along with Notice of Completion of work u/sec 353A of M.M.C. Act for work completed on site.

12. That every part of the building constructed and more particularly O.H. tank will not be provided with proper access for each of F.C.O. office with a provision of safe and stable ladder.

13. That Site Supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed format.

14. That some of the drains shall not be laid internally with C.I. Pipes.

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

16. That the ownership of the setback land will not be transferred to the name of M.C.G.M. before O.C.C.

17. That a sample agreement with prospective buyers/members shall not be submitted before O.C. with clauses stating

a. That the building under reference is deficient in open space and M.C.G.M. will not be held liable for the same in future.

b. That the buyer / member agree for the objection for the unauthorised development with deficient open space in future.

c. That the buyer / member will not holds M.C.G.M. liable for failure of mechanical parking system / car lift in future.

d. That the buyer / member will not hold M.C.G.M. liable for the proposed inadequate / sub standard area of rooms in future and complaints of whatsoever nature will not be made in future.

e. That there is inadequate clear/covering space of car parkings and buyer / member will not make any complaint to M.C.G.M. in this regard in future.

f. That the user is availing above ship/habitable room and no complaint regarding leakages if any in future shall be made to MCGM

This O.C.C. is issued subject to the provisions of Maharashtra Building and Regulations Act 1999

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EXECUTIVE ENGINEER
BUILDING PROPOSAL (WS) P/WARD

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CHE/WBH/0853/P/2015[illegible] of 2015-2016

6. CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.:

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

2. That B.C.C. will not be obtained and I.O.D. and Debris deposit etc. will not be claimed for refund within a period of 5 years.

B.C.C. IS ISSUED SUBJECT PROVISIONS OF URBAN LAND AND REGULATIONS ACT 1976

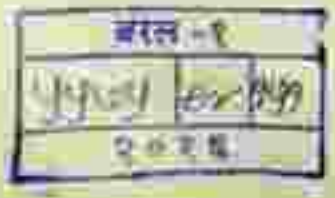
EXECUTIVE ENGINEER
BUILDING PROPOSAL W.S. PWARD

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CHE/WSD/0883/P/337/REW1 of 2015-2016

Date

1) The work should not be started unless objections are cleared with
2) A certified set of above approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
3) Temporary permission or provision of deposited should be obtained for any shed or hutment [illegible] required for the purpose. Relaxation of marginal shall not be allowed on site. The temporary structure [illegible] material shall be dismantled before submission of building completion certificate and a certificate [illegible] obtained along with the building completion certificate.
4) Temporary sanitary accommodation on the building system with necessary drainage arrangement should be provided on site for workers, before starting the work.
5) Water connection for construction purpose will not be given until the hoarding is constructed and application made to the Asst. Commissioner with the required deposit for the construction of carriage entrance over the road side drain.
6) The owners shall intimate the Assistant Engineer or his representative in ward office (7 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for the construction works and they will not use any Municipal Water for construction purposes. Failing this it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
7) The hoarding or screen with the supporting the depots of building materials shall be erected before starting any work even though no materials may be proposed to be stacked in front of the property. The scaffoldings, breaks metal, sand stone dusts, etc. should not be deposited over footpaths or public street by the owners/architects/their contractors, etc. without obtaining prior permission from the Asstt. Commissioner of the area.
8) The work should not be started unless the measure in connection all the objection is approved by this department.
9) No work should be started unless the construction design is given by the Structural Engineer.
10) The work above plinth should not be started before the same is shown to the office Sub-Engineer concerned and acknowledgement received from him regarding correctness of the work spaces & dimension.
11) The application for power service connections, if necessary, should be made simultaneously with commencement of the work to the Municipal Corporation will require time to consider allowing the use to avoid the inconvenience of the road as footpath.
12) All the terms and conditions of the approved development plans should be adhered to and complied with.
13) For building Drainage, Completion Certificate will be accepted from water connection granted (except for the construction purposes) unless road is completed 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 as the layout.
14) Recreation ground development plans should also be developed before intimation of Building Completion Certificate.
15) The access road to the plot which shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including earthwork, lighting and drainage before submission for the Building Completion Certificate.
16) [illegible] of water through adjoining property, if any should be maintained undisturbed.
17) [illegible] surrounding open spaces around the building shall be constructed in Concrete having finish glazed glazed tiles of the [illegible] of 125 mm width over 10 mm cement [illegible] mortar.
18) [illegible] compound wall or fencing should be constructed clear of the road widening line [illegible] of the [illegible] of road side drain without obstructing flow of rain water from adjoining building before leaving the work to [illegible] the owner's building.
19) No work should be started unless the existing structures proposed to be demolished are demolished.
20) [illegible] Intimation of Disapproval is given immediately for the purpose of enabling you to proceed further with the arrangements of obtaining N.A. Order/Development Permission under Section 118(1)(a) of the Maharashtra Land Revenue Act and in the event of your proceeding with the work either without or before having obtained the said N.A. Order under Section 347(1)(a) of the Bombay Municipal Corporation Act, without removing the illegalities pointed out in the Intimation of Disapproval, the work shall be taken as a severe breach of the conditions under which the Intimation of Disapproval is issued and the said Intimation of Disapproval will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (37 of the Town Planning Act) will be withdrawn.
21) It is proposed to regularise the existing structures by amendments with the remarks under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-
    i) Specific pass in respect of existing or re-housing the existing tenants of hutments having their number and the area in occupation of each.
    ii) Specifically signed agreement between him and the existing tenants that they are willing to shift on the alternate accommodation in the proposed structure as mentioned in (i).
    iii) Plans showing the phased programme of construction.
22) In case of extension to existing building, shifting of existing fixtures of electric light and its from other poles should be done first before starting the work.
23) In case of additional floor no work should be started during monsoon which will affect water leakages and consequent dampness in the tenants staying on the floor below.
24) The license of the over head storage work shall not be more than 3 years.

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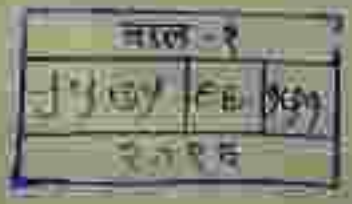




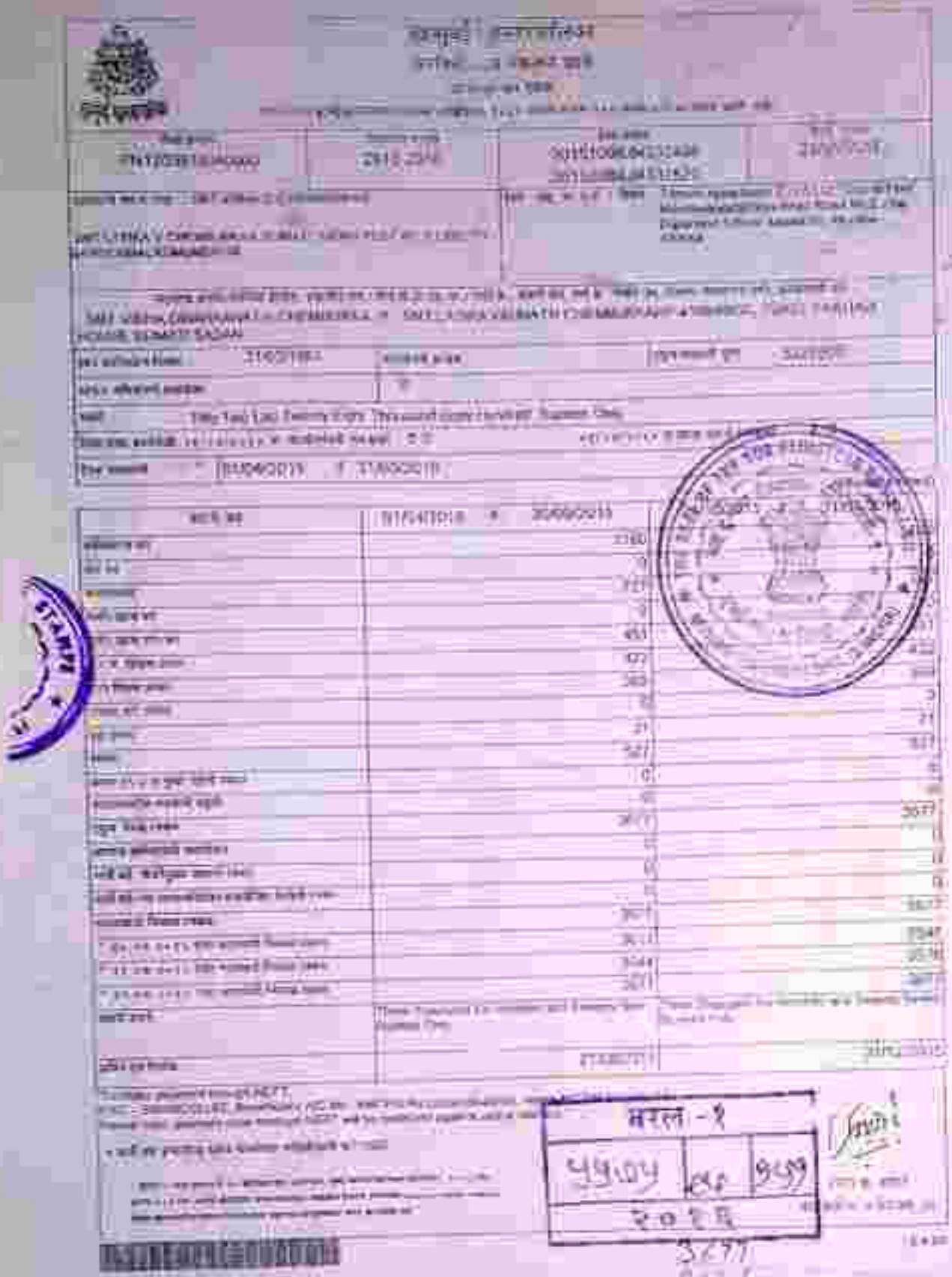
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COPY TO LICENSED SURVEYOR/ARCHITECT

EXECUTIVE ENGINEER
[illegible] WARD



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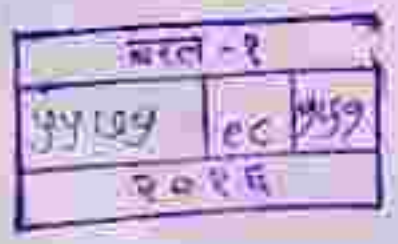
7157 ÷ 2 = 3578 Diesel
3578 ÷ 2 = 1789 Diesel

3577
3577
7154 Total Tax
7154 Paid on 27/7/22
0 Discount

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BRIHANMUMBAI MAHANAGAR PALIKA

BRIHANMUMBAI MAHANAGARPALIKA

RECEIPT NO. 5666484

Cheque Received Subject to Realisation

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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

ATIKA V CHIMNUNKAR
MUKUND BHAGWANTRAO DESAI
30/11/1994
Permanent Account Number
AHUPC5033E





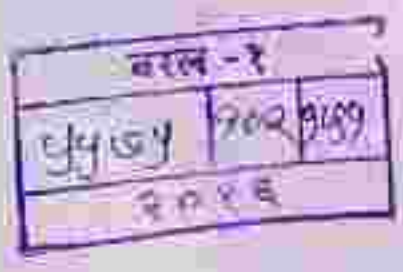


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भारत सरकार
Unique Identification Authority of India
Government of India

8260 7519 6772

आधार — सामान्य मानव का अधिकार

आधार — सामान्य मानव का अधिकार

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