

**BEFORE THE NATIONAL GREEN TRIBUNAL  
WESTERN ZONAL BENCH AT PUNE  
ORIGINAL APPLICATION NO. 25 OF 20**

**IN THE MATTER BETWEEN:**

**DILEEP B. NEVATIA**

**ORG. APPLICANT**

**VERSUS**

**UNION OF INDIA & OTHERS**

**RESPONDENTS**

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**APPLICANT IN PERSON**

SHASHI DEEP, 5-A, WORLI SEA FACE, MUMBAI 400 030

**MUMBAI**

**DATED: 7.1.2024**

**BEFORE THE NATIONAL GREEN TRIBUNAL  
WESTERN ZONAL BENCH AT PUNE**

**ORIGINAL APPLICATION NO. 25 OF 2023**

**In the matter of:**

**Dileep B. Nevatia**

.....

**Applicant**

**VERSUS**

**Union of India & Others**

.....

**Respondents**

APPLICANT'S REJOINDER TO THE REPLY DATED 27.9.2023 OF  
RESPONDENT NOS. 8 TO 12

The Applicant above named, begs to state as follows:

1. The Applicant states that he has read the copy of the Affidavit-in-Reply dated 27.9.2023 filed by the Respondent Nos. 8 to 12 in this Hon'ble Tribunal and in rejoinder thereto states as follows. I say that for the sake of convenience the Respondent Nos. 8 to 12 are hereinafter referred to as "*these Respondents*".
2. At the outset, the Applicant denies each and every statement, allegation, averment and contention made by these Respondents in their Affidavit-in-reply parawise ad-seriatim which is contrary to or inconsistent with what is stated by the Applicant in the aforesaid Application No. 25 of 2023 and various applications filed therein and put the true and correct facts before this Hon'ble Tribunal. The Applicant prays that nothing should be deemed to be admitted by the Applicant by virtue of not having been specifically denied herein. The Applicant craves leave to file further Affidavit, if required.
3. At the further outset, the Applicant states that after the present O.A. was filed and pursuant to the Notice dated 24.5.2023 u/s 342 of the BMC Act issued to these Respondents, these



Respondents submitted to the BMC a proposal for retention of the unauthorized construction of additional area of 3 times the permissible FSI i.e. approximately 3,669 square meters or 39,492 square feet made in serious violation of the CRZ Notifications of the Environment (Protection) Act, 1986, etc. It is clear that these Respondents have filed their Reply by suppressing all the documents filed by them with the BMC and other authorities in order to retain the unauthorised construction of market value of almost Rs. 600 crores and has therefore played a fraud on this Hon'ble Tribunal, as more particularly set out hereunder.

4. That in July, 2021 M/s Arkay Holdings Ltd., the erstwhile owner, sold the Pan Har property to Respondent No. 8 - Hari Krishna Exports Pvt. Ltd (HKE). By Indenture of Assignment dated 30th July, 2021, the BMC assigned the said Property in the name of HKE having its registered office at address given in the cause title of the present Application. The said Pan Har property was purchased for use as the personal residence of its promoter Directors, namely Respondent Nos. 9 to 12 and their families.

The copy of the aforesaid Indenture of Assignment dated 30th July, 2021, which is annexed to the O.A. as Annexure A-7, for the sake of convenience is annexed hereto and marked as **Annexure A-1**.

5. That the said Indenture of Assignment duly entered into between Arkay Holdings Ltd., BMC and Respondent No. 10 in his capacity as the Managing Director of HKE, specifically states in para (a) that:-



“(a) **The Assignor is the lessee in perpetuity respect of Plot No. 5 of the Worli Estate of the Municipal Corporation of Greater Mumbai admeasuring 1,614 square yards equivalent to 1,349.51 square meters ..... and is the sole and absolute owner of the structure standing thereon being residential building known as ‘Panhar’ comprising basement plus stilt/ground plus six (6) upper floors aggregately admeasuring approximately 19,886 square feet or thereabout carpet area (“said Building”).”**

6. That soon after purchasing the said property, these Respondents covered the entire Pan Har building and by taking advantage of the Covid-19 pandemic they started demolishing almost the entire building from inside and also from outside and reconstructed the said property, without obtaining any CRZ and/or DCR Clearance or any other clearances from MoEFCC or MCZMA or BMC.

7. That by Order dated 3.5.2023 passed by this Hon’ble Tribunal in OA No. 25 of 2023, the Respondent authorities were directed to constitute a Committee and visit the suit site and submit a factual and action taken report with regard to the violations complained of.

The copy of the said Order dated 3.5.2023 is annexed hereto and marked as **Annexure A-2**

8. That thereafter on 8.5.2023 the officers of the BMC visited the Pan Har property and inspected the same in consonance with

Building Completion plans under Proposal no. EEBPC/3294/GS/A dated 27.9.2001 i.e. the final plans in accordance to which the Pan Har property was constructed. On inspection, the BMC found serious violations of the said plans dated 27.9.2001 and accordingly issued a Notice dated 24.5.2023 u/s 342 of the BMC Act to Respondent No.8, through its Director "Shri. Ghanshyam Dholakia - Owner / Occupier".

The copy of the said Notice dated 24.5.2023 is annexed hereto and marked as **Annexure A-3** and its typed copy is annexed hereto and marked as **Annexure A-4**.

9. That the above Notice dated 24.5.2023 records serious violations of the plans approved by BMC on 27.9.2001 under proposal No. EEBPC/3294/GS/A, namely:-

**"Basement Floor.**

1. RCC Staircase on North-East side of building is demolished and the space is created into a room.
2. Addition and alterations in Parking space no 9 & 10 & converted into a room adm 4.98m x 3.36m by constructing BM (Brick Masonry) walls.
3. Addition and alterations in Parking space no 15 & 16 & converted into a room adm 5.9m x 2.9m, 2.35m x 2.7m, 3.0m x 2.35m by constructing BM walls.



4. Construction of room adm 4.60m x 4.0m & 4.2m x 2.59m (toilet block) with BM walls in the open space/driveway between parking slot no 9/10 & 15/16.

**Ground Floor (Stilt Floor).**

1. RCC Staircase (From ground floor to basement) on North-East side of building is demolished and the space is created into a room.
2. Driveway to ground floor is closed by erecting glass panels on both entry and exit on north and south side of building.
3. Two ducts on left and right side of lifts are converted into store room by constructing BM walls and carrying out addition and alterations.
4. Parking slot no 5, 6 & 7 on the west side of building are converted into a hall.
5. Unauthorized construction of pantry adm 4m x 2m by constructing BM walls in place of servants toilet beside parking slot no 5 on southwest of building.
6. **Demolition of existing oval shaped RCC structure of canopy, water body / paddle pool and garden on the front side (seaside) of the building and construction of a rectangular shaped regular RCC flat slab with no any water body / paddle pool.**



7. Service lift at ground floor beside staircase is extended upto basement.
8. Unauthorized encroachment into the parking slot no 8, by creation of door entry into the building by demolishing the peripheral wall of building.

First Floor

1. Addition and alteration in flat no 1 on west side of building and converted existing bedroom, living room it into a gymnasium.

**Construction of swimming pool admeasuring 7.75m x 4.7m in the existing bedroom and toilet area of flat no 1.**

Third Floor

1. Addition, alterations in existing flat no 1 & 2 at third floor by demolishing all internal BM partition walls and constructing walls at new locations as per the sketch.

Fourth Floor

1. Addition, alterations in existing flat no 1 & 2 at fourth floor by demolishing all internal BM partition walls and constructing walls at new locations as per the sketch.

Fifth Floor

1. **Demolition of existing RCC ceiling slab above flat no 1 on fifth floor and demolition of all existing internal**



**BM partition walls and converting it into a single big hall with height of two floors.**

2. Demolition of all existing internal BM partition walls in flat no 2 at east side and converting it into a Pooja room, kitchen and dining hall.

Sixth Floor

1. **Demolition of all existing internal BM partition walls of flat no 3 & 4 at east side and converting it into one single room for play area & other room for indoor theatre.**
2. **Demolition of existing RCC floor slab & all existing internal BM partition walls of flat no 1 & 2 on sixth floor and converting it into a single big hall of double floor height including flat no 1 & 2 at fifth floor.**

Terrace Floor

1. **Construction of room (bedroom) admeasuring 8.9m x 5.25m, toilet adm 4.7m x 5.40m, room adm 3.8m x 3.99m, room adm 2.25m x 3.8m, room adm 1.90m x 5.36m on east side on open terrace above sixth floor.**
2. **Construction of room (lounge) admeasuring 6.39m x 11.0m, toilet adm 4.41m x 5.44m, shower room adm 3.95m x 1.76m, wardrobe room adm 5.51m x 3.9m on west side on open terrace above sixth floor.**



3. **Unauthorized casting of slab above Pergola beams on west side of terrace and creating a seating space.**
4. **Unauthorized construction of RCC slab for roofing on terrace above sixth floor and using the same as seventh floor.**

General Observations

1. **Unauthorized encroachment over the existing RCC chhajja on the periphery of the building on all floors from ground floor to sixth floor and merging it into the internal floor area/carpet area of the building.**
2. Unauthorized erection of glass façade on the periphery of the building from ground floor to existing terrace of the building.
3. The curved portion on the east and west side of the periphery of the building is made straight by erecting glass façade.”
10. That in pursuance to the BMC Notice dated 24.5.2023, the Respondent No.8 submitted various applications for retention of the unauthorised construction, the copies whereof have also been downloaded by the Applicant from the official portal of BMC, “autodcr.mcgm.gov.in/BPAMSCClient2/Login.aspx”. These are as follows.
11. That on behalf of these Respondents, a Structural Stability Report dated 25.5.2023 prepared by M/s R.H. Mahimtura, Consulting Structural Engineer, was submitted to the BMC, in



respect of addition/alteration in existing building Pan Har, comprises of Basement + Stilt + 1st to 6th Typical Floor + 7th Part Floor. Evidently, the said Structural Engineer had already prepared the report before carrying out the reconstruction from the year 2021 onwards and has proceeded to now falsely claim that the report is for "Proposed addition/alteration".

The copy of the said Structural Stability Report dated 25.5.2023 is annexed hereto and marked as **Annexure A-5**.

12. That on behalf of these Respondents, on or around 29.5.2023, their Architect, Shri Jinish N. Soni, submitted to BMC Form "4A FACT SHEET", for retention of the unauthorised construction, including massive violation of Floor Space Index (FSI), by falsely applying provisions of DCPR 2034 (Development Control and Promotion Regulation-2034).

The copy of the said Fact Sheet dated 29.5.2023 is annexed hereto and marked as **Annexure A-6**.

13. **That in the above Fact Sheet, it is recorded at Item serial No. 18 in respect of FSI that, retention of the unauthorised construction of Pan Har building is being sought for 5,465.49 square meters i.e. a massive increase of 300%. Thus, admittedly these Respondents have reconstructed the Pan Har property with FSI of 4.0 against the approved 1.33.**

14. That it is further recorded at Item serial No. 18 of the Fact Sheet that these Respondents propose for retention of additional FSI by resorting to obtain "Transferable Development Rights" (TDR) and provisions of DCR 2034, namely:-



- |     |  |   |                       |
|-----|--|---|-----------------------|
| (a) | TDR  | - | 1,120.09 square meter |
| (b) | Additional FSI as per<br>50% as per DCR 32 | - | 1,133.58 square meter |
| (c) | Fungible FSI under<br>DCR 35(4)            | - | 1,416.98 square meter |

15. That on behalf of these Respondents, on or around 5.6.2023, their Architect, Shri Jinish N. Soni, submitted to BMC further information through a "Concession Report" for retention of the unauthorised construction and to regularise work done beyond approval.

The copy of the said "Concession Report" dated 5.6.2023 is annexed hereto and marked as **Annexure A-7**.

16. That it is specifically stated in the above Concession Report that:-

**"(a) Brief History: -**

In this case the plans for the building were approved as per the provisions of DCR 1967 in the year 1993 as the plot was affected by CRZ II.

**The Occupation certificate was granted on 27.09.2001 to building comprising of Basement For Parking + silt for parking + 1st to 6th Residential floors + 7th (pt.) for utilities by utilizing plot potential to the tune of 1.33 FSI and staircase, lift & lift lobby are free of FSI.**

- (b) **All the internal changes have been incorporated in the plan and accordingly the work is completed on**



**site.** However, there are certain encroachments of elevation features in the building which are earlier approved free of FSI and now are merged with the habitable floor. **The same needs to be regularized under provisions circular u/no. CHE/DP/110/GEN dt. 2019-20 (C-13) by counting the same in FSI and paying premium/penalty as applicable as per regularization penalty as per policy circular u/no. Ch.E./D.P./004477/Gen. dt. 12.05.2021.**

**Now, Owner Shri Ghanshyam Bhai Dholakia, Managing Director of M/s. Hari Krishna Exports Pvt. Ltd. has appointed L.S. Shri Jinish Soni of M/s. 3 Dimensional Consultants LLP. as a new L.S for the proposal to regularize the work done beyond approval and process the file for OCC/BCC.**

- (c) **3. To regularize the work carried out beyond approval by charging penalty.**

**The work of all the internal changes have been incorporated in the plan and accordingly the work is completed on site. There are changes in the internal layouts of the approved with regards to the OCC granted further there are certain encroachments of elevation features in the building which are earlier approved free of FSI and now are merged with the habitable floor. The same needs to be regularized under provisions circular u/no. CHE/DP/110/GEN dt. 2019-20 (C-13) by counting the same in FSI and paying premium/penalty as applicable as per**



regularization penalty as per policy circular u/no. Ch.E./D.P./004477/Gen. dt. 12.05.2021.”

17. That on behalf of these Respondents, their Architect, Shri Jinish N. Soni, also submitted to BMC area wise and floor wise plans giving the following particulars vis-à-vis the originally approved areas i.e. approved in September, 2001:-

(a) Basement Floor Plan showing most of the areas that were meant for car parking, etc. and therefore earlier approved free from FSI, being converted into habitable rooms - shown in pink colour.

The copy of the said “Basement Floor Plan” is annexed hereto and marked as **Annexure A-8.**

(b) Ground/Stilt Floor Plan also showing most of the areas that were meant for car parking, etc. and therefore earlier approved free from FSI, being converted into offices and living areas - shown in pink colour.

The copy of the said “Ground/Stilt Floor Plan” is annexed hereto and marked as **Annexure A-9.**

(c) First to Sixth Floor Plans made after demolition of all existing rooms, toilets, etc. and showing reconstructed walls at new locations and for altogether different use - shown in blue colour.

(i) The copy of the said “First Floor Plan” is annexed hereto and marked as **Annexure A-10.**



- (ii) The copy of the said "Second Floor Plan" is annexed hereto and marked as **Annexure A-11**.
  - (iii) The copy of the said "Third Floor Plan" is annexed hereto and marked as **Annexure A-12**.
  - (iv) The copy of the said "Fourth Floor Plan" is annexed hereto and marked as **Annexure A-13**.
  - (v) The copy of the said "Fifth Floor Plan" is annexed hereto and marked as **Annexure A-14**.
  - (v) The copy of the said "Sixth Floor Plan" is annexed hereto and marked as **Annexure A-15**.
- (d) That the First to Sixth Floor Plans also show the areas that are unauthorisedly added to each and every floor, by converting large areas that were earlier free of FSI into enclosed and usable areas, enclosing ducts and converting them into liveable areas, completely enclosing side balconies, converting front and rear balconies into large terraces, etc. - shown in pink colour.
- (e) Seventh Floor Plan for the unauthorisedly constructed entire seventh floor - shown in pink colour.
- The copy of the said "Seventh Floor Plan" is annexed hereto and marked as **Annexure A-16**.
18. That the revised Basement Floor Plan (**Annexure A-8**) submitted by these Respondents for retention of the unauthorised construction shows that the major portion of the



Basement, shown in pink colour, is already reconstructed for use as a liveable area and is now sought to be added into FSI.

These consist of the following:-

- (a) Servants' and Drivers' Rooms and Toilets
- (b) Pet Room
- (c) Service areas, Pantry
- (d) Mini Supermarket
- (e) Cold Storage, etc.

19. That the revised Ground/Stilt Floor Plan (**Annexure A-9**) submitted for retention of the unauthorised construction shows that the almost entire portion of the Ground/Stilt Floor, shown in pink colour, is already reconstructed for use as a liveable area and is now sought to be added into FSI. These consist of the following:-

- (a) Enclosed Rooms consisting of Office, Shoe Room, Store Room, Toilet, etc.
- (b) Large Hall, etc.

20. That the revised First Floor Plan (**Annexure A-10**) submitted by these Respondents, made after demolition of all existing rooms, toilets, etc. now reveals reconstructed walls at new locations and for altogether different uses. These consist of the following:-

- (a) **Front Unit (West Side - Sea Side) having Swimming Pool, Gymnasium, Massage Rooms, Steam Room, Saloon, etc. - shown in blue colour**

(b) Rear Unit (East Side) having Living & Dining Rooms, three Bedrooms and Toilets, Store Room for Cushions and Bed Sheets - shown in blue colour

(c) Unauthorisedly added areas, by converting large areas that were earlier free of FSI into enclosed and usable areas, enclosing ducts and converting them into liveable areas, completely enclosing side balconies, converting front and rear balconies into large terraces, etc. - shown in pink colour

21. That the revised Second Floor Plan (**Annexure A-11**), made after demolition of all existing rooms, toilets, etc. now reveals reconstructed walls at new locations and for altogether different uses. These consist of the following:-

(a) **Front Unit (West Side - Sea Side) having Living & Dining Rooms, three Bedrooms and Toilets, Store Room for Navratri Clothes, etc.** - shown in blue colour

(b) Rear Unit (East Side) having Living & Dining Rooms, three Bedrooms and Toilets, Store Room for Grain Storage - shown in blue colour

(c) Unauthorisedly added areas, by converting large areas that were earlier free of FSI into enclosed and usable areas, enclosing ducts and converting them into liveable areas, completely enclosing side balconies, converting front and rear balconies into large terraces, etc. - shown in pink colour

22. That the revised Third Floor Plan (**Annexure A-12**), made after demolition of all existing rooms, toilets, etc. now reveals reconstructed walls at new locations and for altogether different uses. These consist of the following:-

(a) **Front Unit (West Side - Sea Side) having Bedroom, Lounge, WIW (Walk In Wardrobes), Toilets, etc. - shown in blue colour**

(b) Rear Unit (East Side) having 2 nos. each of Bedrooms, WIW and Toilets, a Dining Room and a Kitchen - shown in blue colour

(c) Unauthorisedly added areas, by converting large areas that were earlier free of FSI into enclosed and usable areas, enclosing ducts and converting them into liveable areas, completely enclosing side balconies, converting front and rear balconies into large terraces, Steam Machine, Shower, Crockery Room, etc. - shown in pink colour

23. That the revised Fourth Floor Plan (**Annexure A-13**), made after demolition of all existing rooms, toilets, etc. now reveals reconstructed walls at new locations and for altogether different uses. These consist of the following:-

(a) **Front Unit (West Side - Sea Side) having 2 Large Bedrooms, each with WIW, etc. - shown in blue colour**

(b) Rear Unit (East Side) having 4 nos. of Bedrooms, each with a Toilet, and a Wardrobe for Shoe Store - shown in blue colour



(c) Unauthorisedly added areas, by converting large areas that were earlier free of FSI into enclosed and usable areas, enclosing ducts and converting them into liveable areas, completely enclosing side balconies, converting front and rear balconies into large terraces, Housekeeping Room, adding to Bedrooms, WIW, Toilets, etc. - shown in pink colour

24. That the revised Fifth Floor Plan (**Annexure A-14**), made after demolition of all existing rooms, toilets, etc. now reveals reconstructed walls at new locations and for altogether different uses. These consist of the following:-

(a) **Front Unit (West Side - Sea Side) almost entirely consisting of a huge Living Room of Double Height (after demolishing slab between fifth and sixth floors), a small Study and Library - shown in blue colour**

(b) Rear Unit (East Side) having a Maharaj Kitchen, Family Kitchen, Dining area, Pooja Room, Store Rooms, etc. - shown in blue colour

(c) Unauthorisedly added areas, by converting large areas that were earlier free of FSI into enclosed and usable areas, enclosing ducts and converting them into liveable areas, completely enclosing side balconies, converting front and rear balconies into large terraces, Powder Room, adding to Living Room, Pooja Room, Kitchen, etc. - shown in pink colour



25. That the revised Sixth Floor Plan (**Annexure A-15**), made after demolition of all existing rooms, toilets, etc. now reveals reconstructed walls at new locations and for altogether different uses. These consist of the following:-
- (a) **Front Unit (West Side - Sea Side) almost entirely consisting of a huge Living Room of Double Height (after demolishing slab between fifth and sixth floors) - shown in blue colour**
  - (b) **Rear Unit (East Side) having only a large Entertainment Room and another Large Room - shown in blue colour**
  - (c) Unauthorisedly added areas, by converting large areas that were earlier free of FSI into enclosed and usable areas, enclosing ducts and converting them into liveable areas, completely enclosing side balconies, converting front and rear balconies into large terraces, **additions to Living Room Double Height and also the Entertainment Rooms, new areas of Library, Store Room, Powder Rooms, Pantry, etc. - shown in pink colour**
26. That the freshly prepared Seventh Floor Plan (**Annexure A-16**), for the unauthorisedly constructed entire seventh floor reveals that it is entirely made into a living and bedroom area, with large Terraces on the West and East ends - shown in pink colour.



27. That on or around 9.6.2023 by "Proposal Status Flow" the BMC rejected the proposal submitted by these Respondents on various grounds, namely:-

"Remarks: Document Rejection : Documents Rejection. Technical Rejection : Technical Rejection. Sir, **various requisite documents such as NOC from Estate Department, CRZ NOC, NAVAL NOC, Tax clearance certificate, Stability certificate from structural engineer & report etc as per EODB are not found attached. kindly reconcile & resubmit in consonance with DCPR 2034.**"

The copy of the said "Proposal Status Flow" dated 9.6.2023 is annexed hereto and marked as **Annexure A-17**.

28. That from the aforesaid, it is indisputably clear that these Respondents have wilfully and deliberately reconstructed the Pan Har property by severally violating the plans approved in September, 2001 and are in serious violation of the CRZ Notifications of the Environment (Protection) Act, 1986, etc. and have thereby unauthorisedly constructed additional area of 3 times the permissible FSI i.e. approximately 3,669 square meters or 39,492 square feet. These Respondents are since 2022 wrongfully occupying the Pan Har property without even the mandatory Occupancy Certificate.
29. That by applying the present market rate of around Rs. 1.50 lacs per square feet in Worli Sea Face area, these Respondents have made a wrongful gain of around 600 crores at the expense of the exchequer, by violating all applicable laws.



30. That it is evidently clear that under the garb of a regularisation proposal the unauthorised construction in the entire Pan Har property is being sought to be used by these Respondents.
31. That it is clear from the notice of the Municipal Corporation (Annexures A-2 and A-3 hereto), that the unauthorized construction as undertaken by these Respondents and as objected by the Municipal Corporation is of a substantial nature. This is certainly a brazen illegality as rightly noticed by the officers of the Corporation in issuing the notice in question. It was certainly not permissible for these Respondents to undertake such large scale construction activity and that too in an unauthorized manner. Thus, any indulgence to permit usage of such unauthorised construction and to unlawfully gain from the same for amount exceeding Rupees Six Hundred crores would be against the tenets of law. No authority can pass any order which would compound any illegality and that too when the nature of the objected unauthorized construction is admitted on the part of these Respondents, also by submitting the Retention Application. There is thus no dispute that the Respondent Nos. 8 to 12 have carried out large scale unauthorised construction in blatant violation of the sanctioned plans and the provision of law, including the including the CRZ Notification 1991 and the DCR 1991.
32. That from the aforesaid it is abundantly clear that after these Respondents purchased the Pan Har Property in July, 2021, which at that time was comprising of basement plus stilt/ground plus six (6) upper floors aggregately admeasuring approximately 19,886 square feet or thereabout carpet area, by



taking advantage of the Covid-19 pandemic they started demolishing almost the entire building from inside and also from outside and reconstructed the said property, without obtaining any CRZ and/or DCR Clearance or any other clearances from MoEFCC or MCZMA or BMC. Pursuant to the Order dated 3.5.2023 passed by this Hon'ble Tribunal in OA No. 25 of 2023, the Respondent authorities were directed to constitute a Committee and visit the suit site and submit a factual and action taken report with regard to the violations complained of by the Applicant.

33. That pursuant to the above Order, on 8.5.2023 the officers of the BMC visited the Pan Har property and inspected the same in consonance with Building Completion plans under Proposal no. EEBPC/3294/GS/A dated 27.9.2001 i.e. the final plans in accordance to which the Pan Har property was constructed. On inspection, the BMC found serious violations of the said plans dated 27.9.2001 and accordingly issued a Notice dated 24.5.2023 u/s 342 of the BMC Act to Respondent No.8, through its Director, the Respondent No. 10.
34. That pursuant to the above Notice dated 24.5.2023, these Respondents submitted various applications for retention of the unauthorised construction totalling 5,465.49 square meters against the maximum FSI of 1794.84 square meters approved under the plans dated 27.9.2001. Thus, admittedly these Respondents have reconstructed the Pan Har property with FSI of 4.0 against the approved 1.33.
35. That on or around 9.6.2023, BMC rejected the proposal submitted by these Respondents on various grounds, including



that requisite permissions and documents such as NOC from BMC Estate Department, CRZ Clearance, NOC from Indian Navy, Income Tax clearance certificate, Stability certificate from structural engineer & report etc are not submitted.

36. That it was only after their applications for retention of the unauthorised construction was rejected by the BMC, on 15.6.2023 these Respondent approached this Hon'ble Tribunal and filed I.A. No. 139 of 2023 by suppressing all the documents earlier filed by them with the BMC and other authorities in order to retain the unauthorised construction of market value of almost Rs. 600 crores and has therefore played a fraud on this Hon'ble Tribunal.
37. That in paras (4) to (8) of their Reply, these Respondents have referred to their application i.e. I.A. No. 139 of 2023 filed on maintainability of the present O.A. The said I.A. No. 139 of 2023 has been suitably dealt with by the Applicant in his reply dated 12.9.2023 to the said I.A. and craves leave to refer to and rely upon the same and prays that his Reply dated 12.9.2023 forms part and parcel of the present reply.
38. That in para (11) of their Reply, these Respondents are claiming their high credentials and also that Respondent No. 11 received the 'Padma Shri' award in the year 2022. It is submitted that whereas on one hand in month of January, 2022 the Respondent No. 11 was collecting his 'Padma Shri' award, on the other hand the said Respondent alongwith his brothers and fellow Directors namely Respondent Nos. 9, 10 and 12 and also their company Respondent No. 8, were flouting with impunity various laws of the country, including the Coastal Regulation

Zone Notification of the Environment (Protection) Act, 1986 Development Control Regulations for Greater Bombay 1991, Article 21 of the Constitution of India by blocking Applicant's access to light and air by not abiding to minimum open space requirements, Fire Safety requirements and thereby putting the Applicant and his family to grave risk to their lives, all being done for illegal gain of almost Rs. 600 crores at the expense of the environment, exchequer, etc. It certainly does not behove a recipient of a 'Padma Shri' award to have behaved in such lawless manner for unjust and wrongful gain of hundreds of crores of rupees.

39. That para (12) of the Reply of these Respondents is only a repetition of their allegations made by them in I.A. No. 139 of 2023 and these allegations have been suitably dealt with by the Application in his Reply dated 12.9.2023.
40. That paras (14) to (18) of their Reply, these Respondents have submitted their own interpretation of the CRZ Notification. It is submitted that that the unauthorized construction as undertaken by these Respondents and as objected by the Municipal Corporation is of a substantial nature. This is certainly a brazen illegality and it was certainly not permissible for these Respondents to undertake such large scale construction activity and that too in an unauthorized manner. Thus, any indulgence to permit usage of such unauthorised construction and to unlawfully gain from the same for amount exceeding Rupees Six Hundred crores would be against the tenets of law. There can be no dispute as to the gross violations when the nature of the objected unauthorized

construction is admitted on the part of these Respondents, also by submitting the Retention Application. There is thus no dispute that the Respondent Nos. 8 to 12 have carried out large scale unauthorised construction in blatant violation of the sanctioned plans and the provision of law, including the including the CRZ Notification 1991 and the DCR 1991.

41. That with reference to para (19) of the Reply, it is submitted that mere non-mentioning of the applicable law or wrong mentioning of the same, does not vitiate a proceeding and the objections raised by these Respondents on these grounds deserve to be dismissed.
42. That with reference to para (20) of the Reply, whatever that is stated therein is vehemently denied and such wild allegations made against the Applicant ought to be outrightly dismissed.
43. That with reference to paras (21) to (23) of the Reply, it is stated that the High Court records show that these Respondents had filed the Writ Petition (L) No. 18045 of 2023 on or around 4.7.2023 i.e. after they had submitted various applications for retention of the unauthorised construction being **Annexures A-5 to Annexure A-16** hereto and the said applications being thereafter rejected on 9.6.2023 by the BMC on various grounds being **Annexure A-17** hereto.
44. That the copy of the aforesaid Writ Petition (L) No. 18045 of 2023 annexed to the Reply of these Respondents reveals that these Respondents approached the Hon'ble High Court by suppressing various documents, including their own applications for retention of the unauthorised construction and



also "Proposal Status Flow" dated 9.6.2023 thereafter rejecting these applications and obtained an Order by playing a fraud on the Hon'ble High Court. This shows the true nature of these Respondents. The rest of what is stated in the said para is also denied.

45. That with reference to para (24) of the Reply, it is denied that the contentions raised in I.A. No. 150 of 2023 are allegedly misplaced or that the said ought to be dismissed, as alleged.
46. That with reference to para (25) of the Reply, it is denied that these Respondents have allegedly followed due procedure of law. It is further denied that the allegations made by the Applicant against these Respondents as regards the subject property is untenable or without any basis, as falsely alleged by these Respondents.
47. In the circumstances, the Applicant submits that the reliefs as prayed for in the Original Application be granted and the same be made absolute with costs.

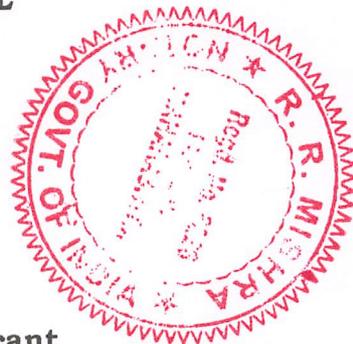


**APPLICANT IN PERSON**

SHASHI DEEP, 5-A, WORLI SEA FACE, MUMBAI 400 030

BEFORE THE NATIONAL GREEN TRIBUNAL  
WESTERN ZONAL BENCH AT PUNE

ORIGINAL APPLICATION NO. 25 OF 2023



In the matter of:

Dileep B. Nevatia

.....

Applicant

VERSUS

Union of India & Others

.....

Respondents

AFFIDAVIT

I. Dileep Nevatia, S/o Balkrishna Nevatia, aged about 74 years, residing at Shashi Deep, 5-A, Worli Sea Face, Mumbai 400 030 do hereby solemnly affirm and state as under:

1. That I am the Applicant in the present Application and am conversant with the facts and circumstances of the present case and as such I am competent to swear this affidavit.
2. That I have read the accompanying Rejoinder affidavit in the foregoing paras and understood the contents thereof. The facts stated therein are true and correct to my knowledge, which I believe to be true.

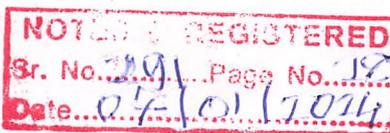
*[Signature]*  
APPLICANT

VERIFICATION

Verified at Mumbai on 7th day of January, 2024 that the contents made in the above affidavit are true and correct and nothing material has been concealed therefrom.

*[Signature]*  
DEPONENT

Seen the Driving Licence  
No. MH01 - 20090127799  
DOI - 6.9.1967



*[Signature]*  
R. R. MISHRA

B.Com LLB,  
ADVOCATE & NOTARY GOVT. OF INDIA  
Regd. No. 6226  
Resi.: 502, Maruti Tower, 5th Floor,  
G. K. Marg, Lower Parel, Mumbai-13.  
Mobile: +91-98202 76589

1123

TOTAL PAGES	41
MARKET VALUE	51,45,09,500/-
CONSIDERATION AMT.	- 1349.51 Lacs 47,00,00,000/-
AREA	1349.51 Sqm
CALLAN NO.	MHO 04283748202122

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Certificate spt. 32(f) (b) of the Bombay Stamp Act, 1958

Office of the Collector of Stamps Case No. Adj. LML 888/21/364 Date 21/7/21

मु.ज.मं. पंजीकृतने माफी झालेले एम्प्लॉय व पि. 30/21 म रोजीच्या दस्तऐवज प्राप्त झालेला दस्तऐवजी खातरजमा करण्यात आला असून ते बरोबर असल्याचे आढळून आले आहे.

Received from Shri. Hari Krishna Exports P. Ltd. stamp duty of Rs. (25,25,475/-)

Certified under Section 32(f) (b) of the Bombay Stamp Act, 1958 that the full duty of Rs. 25,25,475/- has been paid vide article No. 25 (b) of schedule

Two Crore fifty seven lakh twenty five thousand four hundred seventy five only

Four hundred seventy five thousand stamp duty A. 69124650/- received on signature of Hari Krishna Exports P. Ltd. as indicated under case no. adj/m/383/2021 studying in the copy held in the present document

This certificate is subject to the provisions of section 53-A of Bombay Stamp Act, 1958

Place: Mumbai

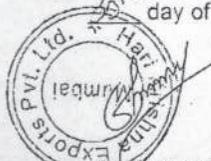
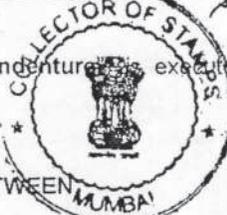


Collector of Stamps Mumbai 30/7/2021

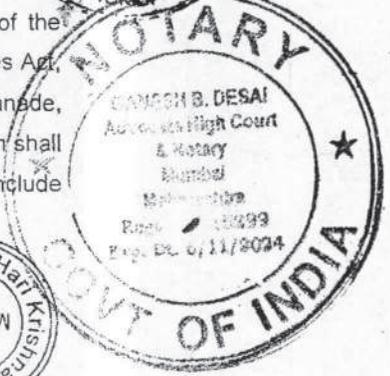
INDENTURE OF ASSIGNMENT

मुंबई जिल्हाधिकारी, मुंबई

This Indenture of Assignment ("this Indenture") is executed at Mumbai on the 20th day of July 2021



ARKAY HOLDINGS LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and deemed existing under the provisions of the Companies Act, 2013 and having its registered office at Chennai House, 5th Floor, New No. 7, Esplanade, Chennai, Tamil Nadu, hereinafter referred to as "the Assignor" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors) of the ONE PART



AND



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HARI KRISHNA EXPORTS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and deemed existing under the provisions of the Companies Act, 2013 and having its registered office at Unit No.1701, "The Capital", 17th Floor, B wing, Plot No.C-70, Bandra Kurla Complex, Bandra East, Mumbai 400051, hereinafter referred to as "the Assignee" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the OTHER PART

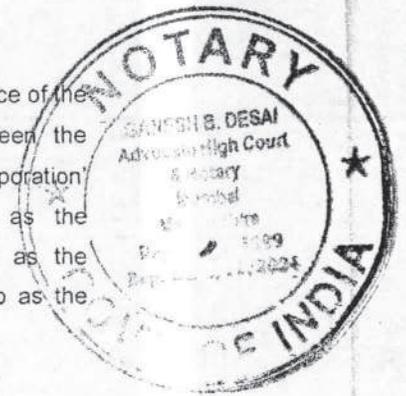
The Assignor and Assignee are hereinafter collectively referred to as "the Parties" and individually as "the Party", as the context shall require.

WHEREAS:

- (a) The Assignor is the lessee in perpetuity respect of the Plot No.5 of the Worli Estate of the Municipal Corporation of Greater Mumbai admeasuring 1,614 square yards equivalent to 1,349.51 square meters square meters bearing New Survey No.3246 and C.S. No.730 of Worli Division in the Registration Sub-District and District of Bombay City and assessed by the Assessor and Collector of Municipal Rates and Taxes under "G" Ward No.399(1) Street No.1 (hereinafter referred to as the "said Land") and more particularly described in the Schedule hereunder written and delineated with red coloured boundary on the plan annexed hereto and marked as Annexure "A" and is sole and absolute owner of the structure standing thereon being residential building known as 'Panhar' comprising basement plus stilt/ground plus six (6) upper floors aggregately admeasuring approximately 19,886 square feet or thereabouts carpet area ("said Building"). A copy of the Property Register Card pertaining to the said Land reflecting the name of the Assignor as the lessee therein is annexed hereto and marked as Annexure "B". The said Land and the said Building standing thereon are hereinafter collectively referred to as "the said Property". The said Property is assessed vide MCGM Account No. GS110336015000.



By an Indenture of Lease dated 5<sup>th</sup> December, 1951 registered with office of the Sub-Registrar of Assurances under Serial No.285 executed between the Municipal Corporation of Greater Mumbai therein referred to as the 'Corporation' The First Part, Bhailal Kushaldas Patel therein referred to as the 'Commissioner' of Second Part, Kubalaya Raj therein referred to as the 'Confirming Party' of the Third Part and Jaya Raj therein referred to as the



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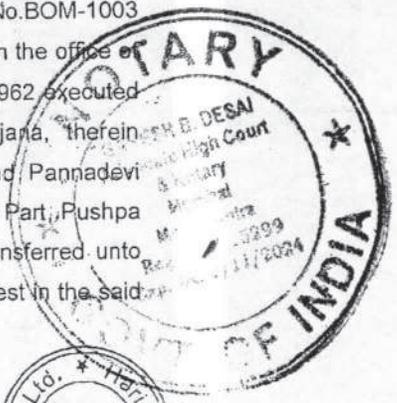
'Lessee' of the Fourth Part, the Municipal Corporation of Greater Mumbai with the confirmation of Kubalaya Raj demised unto Jaya Raj, the said Land in perpetuity with effect from 13<sup>th</sup> October, 1941 at an annual yearly rent of Re.1/- (Rupee One only) with the authority to the assignee therein to construct structures thereon on the terms and conditions as set out therein ("Indenture of Lease dated 5<sup>th</sup> December, 1951").

(c) By and under an Indenture / Deed of Assignment dated 24<sup>th</sup> October, 1958, registered with the office of the Sub-Registrar of Assurances under Serial No.BOM-7707 of 1958 executed between Jaya Raj Kublya Raj alias Jaya Raj therein referred to as 'the Assignor' of the First Part, Hema Priya therein referred to as 'the Confirming Party of the First Part' of the Second Part, Buddhakumari and Lalitakumari, therein referred to as the 'Confirming Parties of the Second Part' of the Third Part, Mantraraj Jayaraj, Chhaya Kumari Jaya Raj, Prabhakumari Jaya Raj and Nirmala Kumari Jaya Raj therein referred to as the 'Confirming Parties of the Third Part' of the Fourth Part (all minors through their father and guardian, the Assignor therein), Shantilal Sunderji Anjaria therein referred to as the 'Confirming Party of the Fourth Part' of the Fifth Part and Pushpa Shantilal Anjaria and Parvati Anjaria, therein referred to as 'the Assignees' of the Sixth Part, Shri. Jaya Raj with the consent and confirmation of the Confirming Parties of the First, Second, Third and Fourth Part as aforesaid, assigned and transferred unto the Pushpa Shantilal Anjaria and Smt. Parvati Anjaria all his leasehold right, title and interest in the said Land subject to the covenants and conditions recorded in the said Indenture of Lease dated 5<sup>th</sup> December, 1951 for the residue of the unexpired term of lease in perpetuity demised under the said Indenture of Lease dated 5<sup>th</sup> December 1951 for the consideration and in the manner as set out therein.



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(d) By and under a Deed of Assignment dated 9<sup>th</sup> February, 1961 registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No.BOM-1003 of 1961 read with Indenture dated 23<sup>rd</sup> March, 1962 registered with the office of the Sub-Registrar of Assurances under Serial No.BOM-1200 of 1962 executed between Pushpa Shantilal Anjaria and Parvati Jayantilal Anjaria, therein collectively referred to as 'the Assignors' of the One Part and Pannadevi Harikishore Jain therein referred to as 'the Assignee' of the Other Part, Pushpa Shantilal Anjaria and Parvati Jayantilal Anjaria assigned and transferred unto Pannadevi Harikishore Jain all their leasehold right, title and interest in the said



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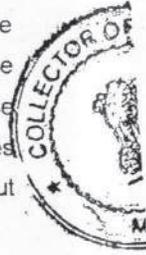


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Land subject to the covenants and conditions recorded in the said Indenture of Lease dated 5<sup>th</sup> December, 1951 for the residue of the unexpired term of lease in perpetuity demised under the said Indenture of Lease dated 5<sup>th</sup> December, 1951 for the consideration and in the manner as set out therein.

(e) By and under a Deed of Assignment dated 10<sup>th</sup> July, 1992 registered with the office of the Sub-Registrar of Assurances Bombay under Serial No. PBBE-1935 of 1992 executed between Pannadevi Harikishor Jain therein referred to as 'the Assignor' of the One Part and Arkay Holdings Ltd. therein referred to as 'the Assignee' the Other Part read with Indenture dated 14<sup>th</sup> July, 1992 registered with the office of the Sub-Registrar of Assurances Bombay under Serial No. PBBE-1946 of 1992 executed between Smt. Pannadevi Harikishore Jain therein referred to as 'the Assignor' of the One Part and Arkay Holdings Ltd., therein referred to as 'the Purchaser' of the Other Part, Pannadevi Harikishore Jain assigned and transferred unto Arkay Holdings all her leasehold right, title and interest in the said Land subject to the covenants and conditions recorded in the said Indenture of Lease dated 5<sup>th</sup> December, 1951 for the residue of the unexpired term of lease in perpetuity demised under the said Indenture of Lease dated 5<sup>th</sup> December, 1951 and further granted and conveyed the structures standing on the said Land for the consideration and in the manner as set out therein.



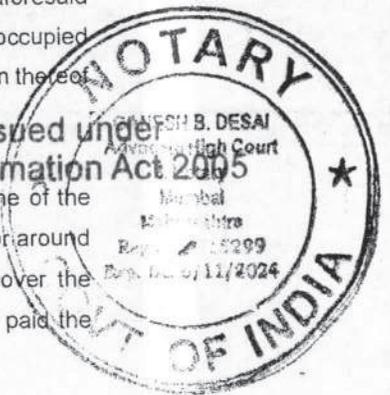
(f) Pursuant to 2 (two) Agreements being (i) Agreement dated 15<sup>th</sup> July 1992 executed between the Assignor i.e. Arkay Holdings Ltd., therein referred to as 'the Company' of the One Part and Surendra Kumar Jain, therein referred to as 'the Tenant' of the Other Part and (ii) Agreement dated 15<sup>th</sup> July 1992 executed between Arkay Holdings Ltd., therein referred to as 'the Company' of the One Part and Satish Kumar Jain, therein referred to as 'the Tenant' of the Other Part, the respective Tenants in pursuance to the terms and conditions of the aforesaid Agreement/s vacated and handed over the portion/s of the structure/s occupied by them to the Assignor and the Assignor has duly paid the consideration to the respective Tenants.

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MANESH B. DESAI  
Advocate High Court  
Mumbai  
Maharashtra  
Reg. No. 15299  
Exp. Date: 07/11/2024



The Assignor has also duly settled with Mr. Harikishore Jain, being one of the tenants, occupying the portion of the structure occupied by him and in or around 15<sup>th</sup> July 1992, Mr. Harikishore Jain has duly vacated and handed over the portions of the structures occupied by him and the Assignor has duly paid the



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consideration thereof.

(h) By virtue of the aforesaid Deed of Assignment dated 10<sup>th</sup> July, 1992 registered with the office of the Sub-Registrar of Assurances Bombay under Serial No.PBBE-1935 of 1992 and Indenture dated 14<sup>th</sup> July, 1992 registered with the office of the Sub-Registrar of Assurances Bombay under Serial No.PBBE-1946 of 1992 referred to Recital (e) hereinabove and the diverse agreements both dated 15<sup>th</sup> July 1992 referred to Recital (f) hereinabove and as stated in Recital (g), the Assignor became well and sufficiently entitled to the leasehold right, title and interest in the said Land and the ownership rights to the structures standing thereon.

(i) Subsequently, the Assignor at its own costs and expenses demolished the structures standing on the said Land and constructed at its own costs and expenses the said Building on the said Land, in pursuance to the authority to construct under the said Indenture of Lease dated 5<sup>th</sup> December, 1951 and also make payment of charges including increase in rent originally stipulated under the said Indenture of Lease dated 5<sup>th</sup> December, 1951 to the estate department / Municipal Corporation of Greater Mumbai / concerned authorities. The Municipal Corporation of Greater Mumbai by its Letter dated 27<sup>th</sup> September 2001 certified the completion of the said Building on the said Land in accordance with sanctioned permissions and approvals.

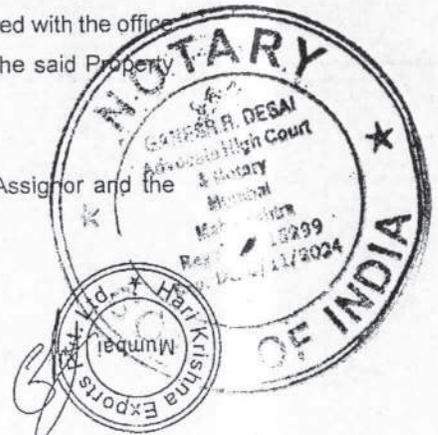


(j) The Assignor had granted the said Property (i.e. the said Land and the said Building) as security/collateral for loan availed of in favour of Indiabulls Housing Finance Limited and executed the documents pertaining thereto (hereinafter referred to as the "Mortgage"). The Assignor has instructed the Assignee to directly make payment of a sum of Rs.36,75,00,000/- (Rupees Thirty Six Crore Seventy-Five Lakh only) to Indiabulls Housing Finance Limited and the Assignee has accordingly made payment thereof in the manner stated herein below and Indiabulls Housing Finance Limited has prior to the execution hereof by a Deed of Re-conveyance / Release of even date executed and registered with the office of the Sub-Registrar of Assurances released its charge over the said Property and reconveyed the said Property in favour of the Assignor.

(k) Pursuant to discussions and negotiations held between the Assignor and the Assignee and subject to what is stated here n: -



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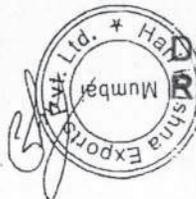
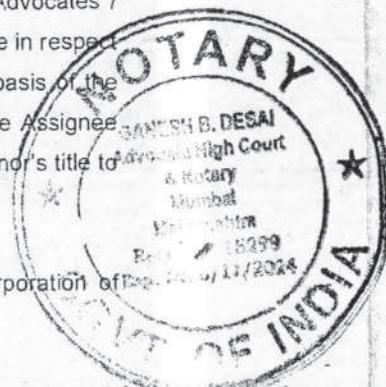
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(i) The Assignor has agreed to assign, transfer and assure unto the Assignee all its leasehold right, title and interest in the said Land and the Assignee has agreed to acquire from the Assignor herein, all its leasehold right, title and interest in the said Land for the residue of the unexpired term of lease in perpetuity demised under the said Indenture of Lease dated 5<sup>th</sup> December, 1951, with a clear and marketable title and free from all encumbrances, save and except as mentioned herein, for the said Consideration (as defined below) in the manner stated herein below by executing this Indenture.

(ii) Simultaneously with the execution of this Indenture, the Assignor has agreed to grant, sell transfer, convey, assign, and assure unto the Assignee the said Building and the Assignee has agreed to purchase and acquire from the Assignor herein, the said Building unto and in its favour, on "as is what is" and "as is where is" as regards physical condition of structure, plans etc. by, executing and registering an Indenture of Conveyance of even date by and between the Parties hereto for the said Building.

(i) The Assignee, through their Advocates and Solicitors published public notices in the Times of India and Lokmat, on 31<sup>st</sup> March 2021 for inviting objections or claims, if any, inter alia in respect of the said Land. The period stated in the public notice has expired and no objections or claims have been received in respect of the public notice thereof. The Assignor has prior to execution hereof provided copies of the documents of title and other documents to the said Land (as available with the Assignor) to the Assignee and has also provided response/s to the requisitions raised by or on behalf of the Assignee from time to time. The Assignee has prior to the date hereof, independently through its Advocates / Consultants completed technical and legal investigation and diligence in respect of the said Land, visited and inspected the said Land and on the basis of the same and the representations of the Assignor as stated herein, the Assignee herein has satisfied itself in respect thereof, and accepted the Assignor's title to the said Land including the state and condition of the Property.

The Office of the Assistant Commissioner (Estate), Municipal Corporation of



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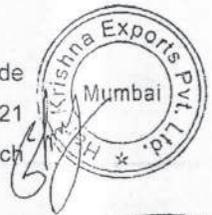
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Greater Mumbai vide its Letter dated 28<sup>th</sup> July, 2021 bearing, No.AC/Estates/6486/LB-III and the License to Assign dated 28<sup>th</sup> July 2021 executed by Municipal Corporation of Greater Mumbai, accorded its no-objection and consent to the Assignor for assigning and transferring the Assignor's leasehold right, title and interest in the said Land unto the Assignee (collectively "MCGM NOC") in the manner as stated therein. The payment of the premium/charges by any name called with respect to the assigning and transferring of the Assignor's leasehold right, title and interest in the said Land to the Assignee, as levied by the Municipal Corporation of Greater Mumbai shall be borne and paid as may be mutually agreed between the Parties in writing. A copy of the MCGM NOC is annexed and marked as Annexure "C" hereto.

(n) Prior to the execution hereof, the Assignee has paid the full consideration of a sum of Rs.47,00,00,000/- (Rupees Forty Seven Crore Only) ("said Consideration") to the Assignor or as per the request / instructions of the Assignor directly to Indiabulls Housing Finance Limited, in full and final discharge of the said Consideration, towards the assignment and transfer of the Assignee's leasehold right, title and interest in the said Land for the residue of the unexpired term of the Indenture of Lease dated 5<sup>th</sup> December 1951, in the following manner:-



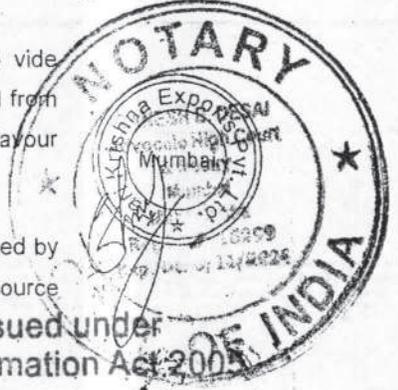
(i) Rs.36,75,00,000/- (Rupees Thirty Six Crore Seventy Five Lakh only) vide Pay Order bearing No. 023827.00 dated 30<sup>th</sup> July 2021 issued by Bank of India Bank, BKC Branch in favour of 'Indiabulls Housing Finance Limited';



(ii) Rs.9,78,00,000/- (Rupees Nine Crore Seventy Eight Lakh only) vide RTGS bearing UTR No. BKIDH21211593721 on 30<sup>th</sup> July 2021 from Bank of India Bank, BKC Branch in favour of 'Arkay Holdings Limited; and

(iii) Rs.47,00,000/- (Rupees Forty Seven Lakh only) has been deposited by the Assignee with the tax authorities towards tax deductible at source under the Income Tax Act, 1961.

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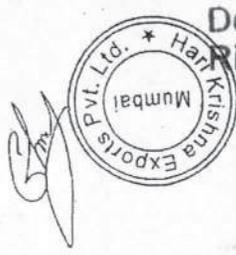
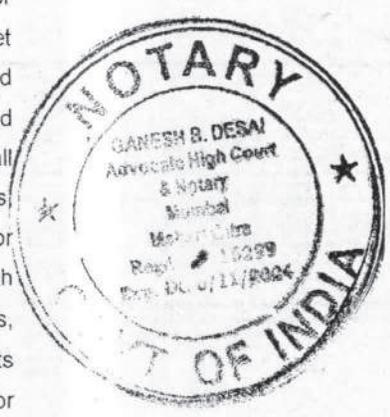
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(iv) The Assignee shall provide to the Assignor, the TDS Certificate for the aforesaid within a period of 14 (fourteen) days from the date of execution hereof.

(o) In pursuance of the above, the Parties are desirous of reducing the terms of the aforesaid understanding in writing in the manner as set out herein.

**NOW THIS INDENTURE WITNESSETH AS UNDER:**

1. In pursuance of the recitals hereinabove and the Schedules and Annexure/s hereto (which form an integral and operative part of these presents, as if the same were reproduced herein verbatim) and in further in pursuance of the aforesaid agreement and in consideration of the said Consideration i.e. Rs.47,00,00,000/- (Rupees Forty Seven Crore only) paid by the Assignee to the Assignor and/or the instruction of the Assignor on or before execution hereof in the manner stated herein, being the full and final consideration payable by the Assignee to the Assignor (the receipt whereof the Assignor doth hereby admit and acknowledge of and from the same and every part thereof doth hereby releases, acquits and discharges the Assignee forever), the Assignor doth hereby assign and transfer, free from all encumbrances unto the Assignee all it's right, title and interest including its leasehold right, title and interest in Plot No.5 of the Worli Estate of the Municipal Corporation of Greater Mumbai, admeasuring 1,614 square yards equivalent to 1,349.51 square meters square meters bearing New Survey No.3246 and C.S. No.730 of Worli Division in the Registration Sub-District and District of Bombay and assessed by the Assessor and Collector of Municipal Rates and Taxes under "G" Ward No.399(1) Street No.1 and more particularly described in the Schedule hereunder written and delineated with red coloured boundary on the plan annexed hereto and marked as Annexure "A" and with a clear and marketable title free from all encumbrances subject to what is stated herein TOGETHER WITH all the rights, privileges, benefits, directly and/or indirectly attached to the said Land, Floor Space Index of any nature whatsoever, if any that may be made available with regard to the said Land and all the estate rights, titles and interests, easements, appurtenances belonging to the Assignor together with all the benefits conditions, covenants of Indenture of Lease dated 5<sup>th</sup> December, 1951 and/or such conditions as attached to the said Land by the lessor i.e. Municipal



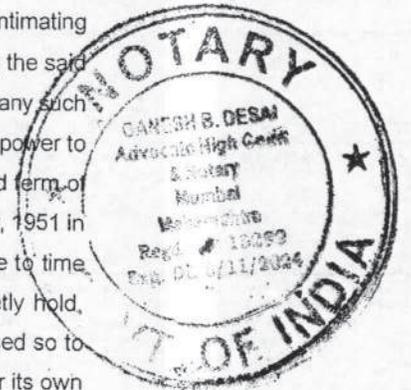
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Corporation of Greater Mumbai and also together with all and singular the houses, outhouses, edifices, buildings, courtyard, ways, compounds, passages, water courses, sewers, ditches, drains, plants, lights, liberties, easements, profits, privileges, advantages, rights and appurtenances whatsoever to the said Land belonging to or in anywise appurtenant to or with the same or any part thereof now or at any time heretofore, usually held, used, occupied or enjoyed or reputed or known as a part or member thereof and also together with all the deeds, documents, writings, vouchers and other evidence of title, relating to the said Land or any part thereof as available with the Assignor and all the estate, right, title, interest, use, inheritance, property possession, benefit, claim and demand whatsoever both at law and equity of the Assignor into, out of or upon the said Land AND TO HAVE AND TO HOLD the said Land hereby granted, released, assigned or assured or intended so to be with their and every of their right and appurtenances unto and to the use and benefit of the Assignee for the residue of the unexpired term of lease in perpetuity demised under the said Indenture of Lease dated 5<sup>th</sup> December, 1951 SUBJECT TO payment of all rents, taxes, assessments, rates, dues and duties now payable upon the same or which may hereafter become payable in respect thereof to the Municipal Corporation of Greater Mumbai or to the Government and subject to the terms and conditions of the title deeds including the Indenture of Lease dated 5<sup>th</sup> December, 1951 and / or as may be levied by the Municipal Corporation of Greater Mumbai AND that notwithstanding any such thing as aforesaid, the Assignor hereby covenants that all the rents reserved in the title documents including the said Indenture of Lease dated 5<sup>th</sup> December, 1951 have been paid, upto the date of these presents and the Assignor further covenants that as on date no notice has been received by the Assignor intimating breach of any of the conditions contained in the title documents including the said Indenture of Lease dated 5<sup>th</sup> December, 1951 AND that notwithstanding any such thing as aforesaid the Assignor now has in itself good right and absolute power to assign the said Land unto the Assignee for the residue of the unexpired term of the lease demised under the said Indenture of Lease dated 5<sup>th</sup> December, 1951 in the manner aforesaid AND it shall be lawful for the Assignee from time to time and at all times hereafter during the said term to peaceably and quietly hold, possess and enjoy the said Land hereby assigned, granted or expressed so to be with their appurtenances and receive the rents and profits thereof for its own use and benefit without any eviction, interruption, claim or demand whatsoever from or by the Assignor or from or by any other person or persons lawfully or



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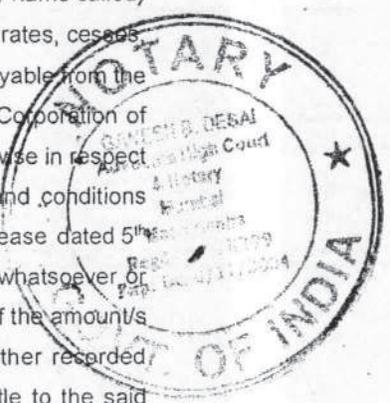
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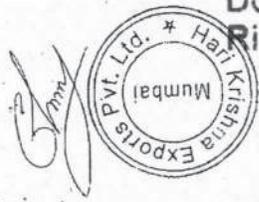
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equitably claiming by, from, under or in trust for them AND that they are freely, clearly and absolutely acquitted exonerated released and forever discharged or otherwise by the Assignor well and sufficiently saved, defended, kept harmless and indemnified of, from and against all estates charges and encumbrances whatever made, executed, occasioned or suffered by the Assignor or by any other person or persons having or lawfully or equitably claiming by, from, under or in trust for them AND FURTHER THAT the Assignor and all persons having or lawfully or equitably claiming by, from, under or in trust for them shall and will from time to time and at all times hereafter during the said term at the requests and costs of the Assignee do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters and assurances in law whatsoever for further and more perfectly and absolutely assuring the said Land hereby assigned or expressed so to be and every part thereof unto and to the use of the Assignee AND the Assignor does hereby covenant with the Assignee that the Assignor has not done or omitted and knowingly or willingly suffered or been party or privy to any act, deed or thing whereby the Assignor is prevented from assigning and transferring the said Land in the manner aforesaid or whereby the same or any part thereof are, is, can or may be charged encumbered or prejudicially affected in estate, title or otherwise howsoever AND it is hereby agreed between the Parties that the payment of premium/charges (by any name called) levied by the Municipal Corporation of Greater Mumbai in respect of the transfer / assignment of the said Land by the Assignor to the Assignee shall be borne and paid as may be mutually agreed between the Parties in writing and the Assignee doth hereby covenant with the Assignor that the Assignee will henceforth with effect from the date of execution hereof be solely liable for payment and bear and pay all charges and/or outgoings (by any name called) pertaining to the said Land including rents, taxes, assessments, rates, cesses, duties, water charges, electricity dues etc. which may become payable from the date hereof to the Government of Maharashtra or to Municipal Corporation of Greater Mumbai or any other public body and authority or otherwise in respect thereof and perform all the covenants by the Assignee and conditions contained in the title documents including the said Indenture of Lease dated 5<sup>th</sup> December, 1951 by the Assignee and no claim in any manner whatsoever, or whatsoever shall hereafter be made on the Assignor in respect of the amount/s payable by the Assignee as stated herein AND it is hereby further recorded that the Assignor has represented to the Assignee that it's title to the said



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Property is free from all encumbrances and claims of whatsoever nature subject to what is stated herein and in the event it is found that Assignor's title to the said Land is defective or due to statements, declarations, representations and assurances made by the Assignor as regards the title herein being false, in that case the Assignor agrees to indemnify and hereby indemnifies the Assignee against all losses, damages, costs and expenses (save and except legal and attorney costs) which may be suffered by them and the Assignor doth hereby confirms and records that on execution hereof I have put the Assignee in lawful vacant and peaceful possession of the said Land the receipt whereof the Assignee doth hereby confirms and acknowledges.

2. Simultaneously with the execution of this Instrument: -

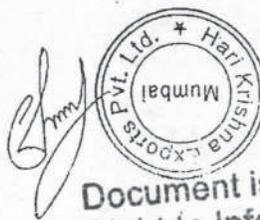
- (a) The Assignor has handed over quiet, vacant, and peaceful physical possession of the said Land to the Assignee the receipt whereof the Assignee doth hereby confirms and acknowledges.
- (b) The Assignor has executed a Limited Power of Attorney in a mutually agreed form, in favour of the Assignee granting various powers and authorities in relation to the said Land *inter alia* to enable the Assignee to duly transfer and enter their name in the records of the MCGM, City Survey Records, municipal records, the revenue records, etc.; and
- (c) The Assignor has handed over to the Assignee, all the original title deeds and documents pertaining to the said Land as available with the Assignor and more particularly listed out in Annexure 'D' hereto.

3. Subject to what is stated herein, the Assignor doth hereby represent, warrant, declare and state as under:

- (a) The Assignor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Land and the title of the Assignor to the said Property is clear and marketable and free from all encumbrances.
- (b) No other person/s is / are interested in the said Land in any manner whatsoever. No other person or entry has any claim, share, right, title or interest of whatsoever nature including by way of sale, exchange, lease, mortgage, (equitable or otherwise), charge, gift, trust, inheritance



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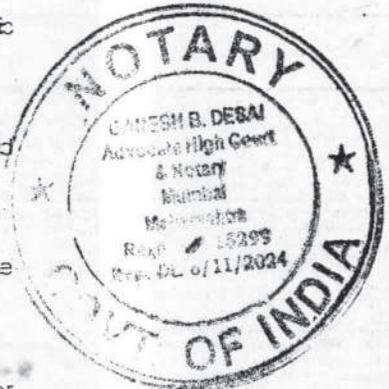
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tenancy, license, lien, or otherwise howsoever in the said Land or any part thereof and/or the Assignor has not inducted any person in the said Land or any part thereof and the said Land is free from all encumbrances, charges, claims, liens and/or demands whatsoever.

- (c) The Assignor has the absolute right, and authority to enter into this Indenture.
- (d) There are no government dues, municipal taxes, or lease rent outstanding in respect of the said Land or any part thereof. The Assignor is liable for and has paid all the lease rent, outgoing rates, property taxes, duties, cesses, levies, assessments, water charges, electricity charges or any other amount payable to any authority in respect of the said Land upto the execution of these presents.
- (e) The said Land (or any part thereof) is not affected by any acquisition proceeding. No notice / notices is / are received from either any local authorities or from the State Government or otherwise or under the Epidemic Diseases Act, the Land Acquisition Act, the Town Planning Act, the Defence of India Act, Maharashtra Housing and Development Authority Act, Land Revenue Code, the Maharashtra Agricultural Lands (Ceiling on holdings) Act, 1961, Urban Land (Ceiling and Regulation) Act, 1966 or environmental laws or any other legislative enactment, government ordinance, order or notification (including for requisition and / or acquisitions of the said Land or any part thereof) or any other public body or authority or declared as a surplus of excess ceiling limit.
- (f) No part of the said Land is forest land (either protected forest or reserved forest or private forest).

(g) The said Land (or any part thereof) is not affected by the provisions of the Urban Land (Ceiling and Regulation) Act, 1976.

Save and except the litigations as disclosed in writing, the said Land (or any part thereof) is not a subject matter of any litigation or investigation or any proceedings (including any proceedings under the Income Tax Act, 1961) in any court or tribunal or arbitration or revenue proceedings or



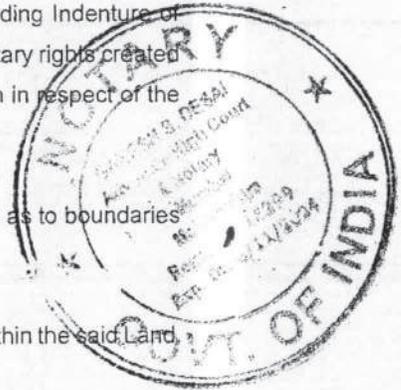
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quasi-judicial proceedings nor are there any prohibitory orders, attachments, acquisition, requisition on the said Land (or any part thereof) either before or after judgment or in custody/symbolic or physical possession of the Court Receiver or any other authority or bank or financial institution and there is no money decree passed against the Assignor in respect of the said Land.

- (i) There is no prohibitory order or any statutory order or otherwise any restrictive order and / or document received by the Assignor whereby the Assignor is restricted from entering into this Indenture.
- (j) There is no prohibitory order or order of attachment of any department of income tax for taxes or of any department of the Government, Central and/or State, local body, public authority for taxes, levies, dues and cesses in respect of the said Land or any part thereof received by the Assignor.
- (k) There are no income tax, wealth tax, sales tax, or other taxation proceedings either for recovery or otherwise initiated by any taxation authorities or local authorities pending whereby the said Land or the right of the Assignor to deal with the said Land (or any part thereof) is in any way affected.
- (l) There are no minors or HUF interested in the said Land (or any part thereof).
- (m) Save and except as stated in the title documents including Indenture of Lease dated 5<sup>th</sup> December 1951, there are no easementary rights created under any document or any covenant or by prescription in respect of the said Land (or any part thereof).
- (n) There is no dispute with any of the adjoining properties as to boundaries or areas.
- (o) There is no landlocked land owned by any third party within the said Land.
- (p) The said Land is situated in Residential Zone as per Development Plan



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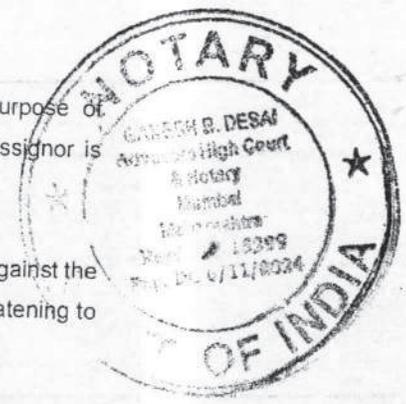


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Remarks dated 25<sup>th</sup> March, 2021 issued by the MCGM with respect to the said Land, copy whereof has been provided to the Assignee. The said Land is not within a heritage precinct or a heritage site or affected by any restrictions/ prohibitions of heritage regulations applicable for the development of the said Property or any part thereof. The said Land falls under CRZ-II.

- (q) No portion of the said Land has been surrendered towards road set-back.
  - (r) There is no encroachment, trespasser on the said Land and no third-party rights have been created by the Assignor in respect of the said Land or any part thereof which are subsisting as on date.
  - (s) The Assignor has not entered into any memorandum of understanding, agreement or arrangement or understanding (oral or written, formal or informal) with any third party for sale, development, lease, transfer or for creation of third-party rights or interest of any nature whatsoever in respect of the said Land or any part thereof.
  - (t) There is no mortgage, lien, charge, trust, sale, pledge, lease, tenancy, leave and license, easements or other right or any other encumbrances or otherwise howsoever on the said Land (or any part thereof), save and except as stated in the title documents including the Indenture of Lease dated 5<sup>th</sup> December 1951.
  - (u) No resolution has been passed by the Assignor for the purpose of initiating or filing any winding-up proceedings so far as the Assignor is concerned.
- No winding up proceedings have been initiated or are pending against the Assignor and no notice has been received by the Assignor threatening to initiate or file any winding-up proceedings.
- (w) The Assignor is authorized to assign and transfer unto to the Assignee all its leasehold interest in the said Land for residue of the unexpired term of the lease demised under Indenture of Lease dated 5<sup>th</sup> December 1951.



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(x) There is no impediment or prohibition under any law or under any agreement whereby the Assignor is in any way prevented or hindered from conveying, granting, transferring, and assigning the rights with respect to the said Land as envisaged in this Indenture.

4. The Assignee doth hereby represent, warrant, declare and state that all necessary corporate approvals/actions including board/member's resolution, to the extent applicable in relation to the execution and consummation of the transaction contemplated herein including payment obligations by the Assignee has been duly complied with by the Assignee and authorised by its directors/ shareholders (as required under Applicable Laws).

5. As stated above, the Assignee shall provide to the Assignor, the respective TDS Certificate/s pertaining to the said Consideration within a period of 14 (fourteen) days from the date of execution hereof.

6.  
7.

This Indenture supersedes all prior arrangements, negotiations, agreements, and understandings (oral or in writing) between the Parties in respect of the said Land.

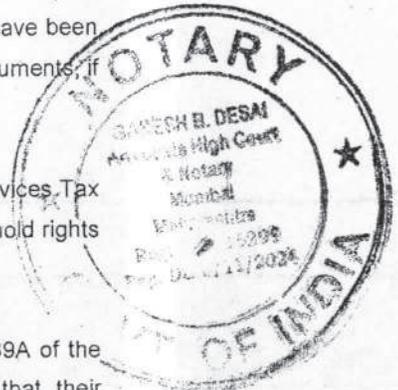
The stamp duty and the registration charges and all ancillary charges in respect thereof on this Indenture i.e. Indenture of Assignment are to be and have been borne and paid by the Assignee. The stamp duty on other ancillary documents, if any has been borne and paid by the Assignee.

8. The Assignor alone shall bear and pay the applicable Goods and Services Tax or its equivalent, if any, as regards the transfer / assignment of leasehold rights in respect of the said Land in favour of the Assignee.

9. As required by Rule 114(b) of the Income-Tax Rules and Section 139A of the Income Tax Act, 1961, the Assignor and the Assignee declare that their respective Permanent Account Numbers are as follows: -

(i) Arkay Holdings Limited : AAACA5629A

(ii) Hari Krishna Exports Private Limited : AACCH8430N



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THE SCHEDULE REFERRED HEREINABOVE  
(Description of the said Land)

All that piece and parcel of land admeasuring 1,614 square yards equivalent to 1,349.51 square meters or thereabouts situate on and being Plot No.5 of the Worli Estate of the Corporation in the City and Island and Registration Sub-District of Bombay, forming part of New Survey No.3246 and bearing C.S. No.730 of the Worli Division and assessed by the Assessor and Collector of Municipal Rates and Taxes under "G" Ward No.399(1) Street No.1 and bounded as follows:

- On the North by : by Plot No.4A bearing C.S. No.A/729.
- On the South by : by Plot No.5A bearing C.S. No.730-A.
- On the East by : by Pochkhanwala Road.
- On the West by : by Khan Abdul Gaffar Road.

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

SIGNED AND DELIVERED by the  
withinnamed 'Assignor'  
ARKAY HOLDINGS LIMITED  
pursuant to the Resolution of its Board of  
Directors passed in that behalf on 26<sup>th</sup> day  
of July, 2021  
through the hands of  
Mr. Kapil Purohit, Director  
in the presence of  
1. Pooja Sharma  
2. Adilija Kedro

Kapil



*Pooja Sharma*  
*Adilija Kedro*



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SIGNED AND DELIVERED by the  
 withinamed 'Assignee'  
 HARI KRISHNA EXPORTS PRIVATE  
 LIMITED  
 pursuant to the Resolution of its Board of  
 Directors passed in that behalf on 1<sup>st</sup> day  
 of July, 2021  
 through the hands of  
 Mr. Ghanshyambhai Dholakia, Managing  
 Director.....



*Ghanshyambhai Dholakia*



- in the presence of
1. KETUL MAHENDRABHAI JAIN
  2. YOGESH RAJESH JASANI

*Ketul M. Jain*

*Yogesh Rajesh Jasani*

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*[Handwritten signature]*

ANNEXURE A-2

Item No. 1

(Pune Bench)

**BEFORE THE NATIONAL GREEN TRIBUNAL  
WESTERN ZONE BENCH, PUNE**

(WITH HYBRID OPTION)

Original Application No. 25/2023 (WZ)  
I. A. No. 110/2023(WZ) & I. A. No. 112/2023(WZ)

Dileep B. Nevatia

.....Applicant

Versus

Union of India & Ors.

....Respondent(s)

Date of hearing: 03.05.2023

**CORAM: HON'BLE MR. JUSTICE DINESH KUMAR SINGH, JUDICIAL MEMBER  
HON'BLE DR. VIJAY KULKARNI, EXPERT MEMBER**

Applicant : Applicant in-person  
Respondent(s) : Mr. Raghvendra Kulkarni h/f Mr. Rahul Garg, Advocate  
for R-1/MoEF&CC  
Mr. Aniruddha S. Kulkarni, Advocate for R-2/MCZMA  
Mr. Prakash Shejal, Advocate for R-4/MCGM &  
R-7/Chief Fire Officer  
Mr. Saket Mone along-with Mr. Abhishek Salian,  
Advocates for R-8 to 12/PP

**ORDER**

1. From the side of Applicant, Applicant in-person has appeared, who has filed service affidavit, as per which service of notice upon all the Respondents is found to be sufficient.

2. From the side of Respondent No. 1/MoEF&CC, learned Counsel Mr. Raghvendra Kulkarni holding brief of learned Counsel Mr. Rahul Garg has appeared, who submits that he would seek instruction from the Department and would be filing reply affidavit within a period of two weeks, the same is allowed.

3. From the side of Respondent No. 2/Maharashtra Coastal Zone Management Authority (MCZMA), learned Counsel Mr. Aniruddha S. Kulkarni has appeared, who seeks two weeks' time to file reply affidavit and the same is allowed. He also apprised us that he has not received a copy of Original Application, although the Applicant has apprised us that the same has been served upon him but we cannot ascertain as to whether the copy has been provided or not, therefore, we direct the learned Counsel for the Respondent No. 2 to obtain a copy of Original Application directly from the Applicant.

4. The learned Counsel for the Respondent No. 2 has also pointed out that he has sent an e-mail dated 02.05.2023 to the Respondent No. 4/MCGM asking for a report in the matter in the light of grievances mentioned in the order of NGT. In this regard, the Applicant has pointed out that earlier on 07.10.2022, the Under Secretary, Environment Department had written a letter to the District Collector, Mumbai Suburban & Chairman, DCZMC and the Municipal Commissioner, MCGM, where-in a request was made to verify and take necessary action in the matter of violation of CRZ Notification in repair and reconstruction of building Pan Har Plot No. 5, Khar Abdul Gaffar Khan Road, Worli Sea Face, Mumbai and a request was made to take appropriate action after verification and send a factual report.

5. We are not concerned as to which information is being sought by the Respondent No. 2 from the Maharashtra Coastal Zone Management Authority (MCZMA), but as far as this matter is concerned, we want his reply as regards the relief prayed against him by the Applicant.

6. None has appeared from the side of Respondent No. 3/District Collector Mumbai Suburban despite sufficient service.

7. From the side of Respondent No. 4/MCGM and for Respondent No. 7/Chief Fire Officer, Mumbai fire brigade, learned Counsel Mr. Prakash Shejal has appeared, who prays that two weeks' time may be allowed to file reply affidavit and the same is allowed.

8. The Applicant has deleted the name of Respondent Nos. 5 & 6 because of that reason, the numbering of the said Respondents does not show their names.

9. From the side of Respondent Nos. 8 to 12, learned Counsel Mr. Saket Mone has appeared, who prays that two weeks' time may be allowed to file reply affidavit and the same is allowed.

10. The Applicant has also drawn our attention to two interim applications, which have been filed by him.

11. In I.A. No. 110/2023(WZ), prayer is made for a direction to be issued to Respondent Nos. 8 to 12 to desist from using for any purpose whatsoever the unauthorized construction and the areas of Pan Har (property in question); and further it is prayed that this Tribunal may appoint a Receiver in respect of the unauthorized construction and the areas at Pan Har property in question.

12. When we enquired from the Applicant as to whether a copy of this Interim Application has been served upon all other parties, he says that he has not served the same, therefore, we direct that a copy of the same shall be served upon all the Respondents within a week and reply against the same may be filed by the respective Respondents within a period of two weeks' thereafter,

13. In I.A. No. 112/2023(WZ), prayer is made for appointing an Architect to visit the property in question to ascertain unauthorized

construction carried out by the Respondent Nos. 8 to 12; the representative of Applicant, the Respondent Nos. 1 to 4 & 7 along-with the Applicant's Architect or structural engineer and photographer may also be permitted to accompany Architect to be appointed by NGT for the purpose of inspection of the property in question; in case any resistance is found to be there from the side of Respondent Nos. 8 to 12 to prevent such inspection, police protection should also be allowed. We direct the Applicant to serve a copy of this I.A. also upon all the Respondents within a week, who may file reply affidavit in respect of this application as well within a period two weeks' thereafter.

14. In view of the prayers, which have been made by the Applicant, we deem it appropriate to constitute a Committee comprising one Member each of :-

- (i) The Maharashtra Coastal Zone Management Authority (MCZMA);
- (ii) The Municipal Corporation of Greater Mumbai (MCGM); and
- (iii) District Collector.

15. The Maharashtra Coastal Zone Management Authority (MCZMA) shall be the nodal agency for coordination and logistic support.

16. The Committee is directed to visit the site within a week after giving prior notice to the Applicant and all the concerned parties and submit a factual and action taken report with regard to the violation and if any action is taken thereon, within a period of one month.

17. The report in the matter be filed by the Committee by e-mail at [ngt-pune@gov.in](mailto:ngt-pune@gov.in) preferably in the form of searchable PDF/ OCR Support PDF and not in the form of Image PDF.

18. Applicant is directed to supply the required documents and copy of the application to the Members of the Committee within three days from today.

19. A copy of this order be communicated to the above-mentioned Committee forth-with for compliance.

Put up this matter for further consideration on 02.08.2023

Dinesh Kumar Singh, JM

Dr. Vijay Kulkarni, EM

May 03, 2023

Original Application No. 25/2023 (WZ)

I. A. No. 110/2023(WZ) & I. A. No. 112/2023(WZ)

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## ANNEXURE A-3

**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
**REMOVAL OF ENCROACHMENT DEPARTMENT**

**Notice Register Report**

Suburb	City
Zone	ZONE II
Ward	9-Ward G/South
From Date	2023-05-24
To Date	2023-05-27

Sr. No.	Complaint No	Notice No	SAC No	Stage	Notice Date	Name And Address	Description	Date Of Detection	Date Of Serving Letter To Police Station In Case of 354/A	Date of Reply from Party	Date of Com of Speaking order to Party	Date Of Notice to Party For Recovery	Date of Sending Papers to A&C for Recovery charges	Date Of Actual Recovery	Date Of Sending Papers to legal Assit ants for Prosecution	Date Of Prosecution	Details of Conviction
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							area/ carpet area of the buildin g. 2. Unauth orized erectio n of glass façade on the periph ery of the buildin g from ground floor to existin g terrace of the buildin g. 3. The curved portion on the east and west side of the periph ery of the buildin g is made straight by erectin g glass façade.										
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**ANNEXURE A-4**

<b>Sr. No.</b>	<b>Complaint No.</b>	<b>Notice No</b>	<b>SAC No</b>	<b>Stage</b>	<b>Notice Date</b>	<b>Name And Address</b>
2	GS/196/24-05-2023/56	GS/DO1GS/196/53-1-MRTP ACT/GS56N01/ 24-05-2023	GS110 33601 50000	Notice Delivered	2023-05-24 11:52: 20.213	Occupier (Shri. Ghanshyam Dholakia – Owner / Occupier)  -----  Aikyam (Formerly known as Panhar) situated at plot no. 5, Worli Sea Face, Worli, Mumbai – 400 030

<b>Description</b>
<p><b>Site inspected on Dt: 08.05.2023 in consonance with Building Completion plans under Proposal no. EEBPC/3294/GS/A DT: 27.09.2001.</b></p> <p><b><u>Basement Floor.</u></b></p> <ol style="list-style-type: none"> <li>1. RCC Staircase on North-East side of building is demolished and the space is created into a room.</li> <li>2. Addition and alterations in Parking space no 9 &amp; 10 &amp; converted into a room adm 4.98m x 3.36m by constructing BM walls.</li> <li>3. Addition and alterations in Parking space no 15 &amp; 16 &amp; converted into a room adm 5.9m x 2.9m, 2.35m x 2.7m, 3.0m x 2.35m by constructing BM walls.</li> <li>4. Construction of room adm 4.60m x 4.0m &amp; 4.2m x 2.59m (toilet block) with BM walls in the open space/driveway between parking slot no 9/10 &amp; 15/16.</li> </ol> <p><b><u>Ground Floor.</u></b></p> <ol style="list-style-type: none"> <li>1. RCC Staircase (From ground floor to basement) on North-East side of building is demolished and the space is created into a room.</li> <li>2. Driveway to ground floor is closed by erecting glass panels on both entry and exit on north and south side of building.</li> <li>3. Two ducts on left and right side of lifts are converted into store room by constructing BM walls and carrying out addition and alterations.</li> <li>4. Parking slot no 5, 6 &amp; 7 on the west side of building are converted into a hall.</li> <li>5. Unauthorized construction of pantry adm 4m x 2m by constructing BM walls in place of servants toilet beside parking slot no 5 on southwest of building.</li> <li>6. Demolition of existing oval shaped RCC structure of canopy, water body / paddle pool and garden on the front side (seaside) of the building and construction of a rectangular shaped regular RCC flat slab with no any water body / paddle pool.</li> <li>7. Service lift at ground floor beside staircase is extended upto basement.</li> </ol>

8. Unauthorized encroachment into the parking slot no 8, by creation of door entry into the building by demolishing the peripheral wall of building.

#### First Floor

1. Addition and alteration in flat no 1 on west side of building and converted existing bedroom, living room it into a gymnasium.

Construction of swimming pool admeasuring 7.75m x 4.7m in the existing bedroom and toilet area of flat no 1.

#### Third Floor

1. Addition, alterations in existing flat no 1 & 2 at third floor by demolishing all internal BM partition walls and constructing walls at new locations as per the sketch.

#### Fourth Floor

1. Addition, alterations in existing flat no 1 & 2 at fourth floor by demolishing all internal BM partition walls and constructing walls at new locations as per the sketch.

#### Fifth Floor

1. Demolition of existing RCC ceiling slab above flat no 1 on fifth floor and demolition of all existing internal BM partition walls and converting it into a single big hall with height of two floors.

2. Demolition of all existing internal BM partition walls in flat no 2 at east side and converting it into a Pooja room, kitchen and dining hall.

#### Sixth Floor

1. Demolition of all existing internal BM partition walls of flat no 3 & 4 at east side and converting it into one single room for play area & other room for indoor theatre.

2. Demolition of existing RCC floor slab & all existing internal BM partition walls of flat no 1 & 2 on sixth floor and converting it into a single big hall of double floor height including flat no 1 & 2 at fifth floor.

#### Terrace Floor

1. Construction of room (bedroom) admeasuring 8.9m x 5.25m, toilet adm 4.7m x 5.40m, room adm 3.8m x 3.99m, room adm 2.25m x 3.8m, room adm 1.90m x 5.36m on east side on open terrace above sixth floor.

2. Construction of room (lounge) admeasuring 6.39m x 11.0m, toilet adm 4.41m x 5.44m, shower room adm 3.95m x 1.76m, wardrobe room adm 5.51m x 3.9m on west side on open terrace above sixth floor.

3. Unauthorized casting of slab above Pergola beams on west side of

terrace and creating a seating space.

4. Unauthorized construction of RCC slab for roofing on terrace above sixth floor and using the same as seventh floor.

General Observations

1. Unauthorized encroachment over the existing RCC chhajja on the periphery of the building on all floors from ground floor to sixth floor and merging it into the internal floor area/carpet area of the building.

2. Unauthorized erection of glass façade on the periphery of the building from ground floor to existing terrace of the building.

3. The curved portion on the east and west side of the periphery of the building is made straight by erecting glass façade.

**Column 9**

24-05-2023 11:34:35

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## ANNEXURE A-5

**R H MAHIMTURA**  
CONSULTING STRUCTURAL ENGINEER

Tel : 2266 12 12 / 2266 1245  
2266 1241 / 22664228  
Fax : 22662227

UNIQUE HOUSE, 5<sup>TH</sup> FLOOR, 25, S.A. BRELVI ROAD, FORT, MUMBAI – 400 001.

R. H.MAHIMTURA B.E.,F.I.E.,  
H. R.MAHIMTURA B.E., M.S. (U.S.A.),F.I.E.

C/Misc/2023

To,  
**The Executive Engineer**  
**Building Proposal – City II**  
New Municipal Building C.S. No. 355 – B,  
Municipal Corporation of Greater Mumbai  
Bhagwan Walmiki Chowk, Opp. Hanuman Mandir  
Vidhyalankar Marg, Salt Pan Road, Antop Hill  
Wadala (East), Mumbai – 400 037.

Date: 25<sup>th</sup> May, 2023

Dear Sir,

Sub. : **Proposed Interior Addition / Alteration in the existing building (known as Panhar) on plot bearing C.S. No. 730 of Village Worli, Khan Abdul Gaffar Khan Road, Opp. Worli Sea Face, Worli, Mumbai – 400 018**

Ref. : **1.CHE/BP/108355/23**  
**2) BMC File No. P-16330/2023/(730)/G/South/WORLI**

This to certify that Proposed Additional / Alteration Interior Work on existing building comprises of Basement + Stilt + 1<sup>st</sup> to 6<sup>th</sup> Typical Floor + 7<sup>th</sup> Part Floor on plot bearing C.S. No. 730 of Village Worli, Khan Abdul Gaffar Khan Road, Opp. Worli Sea Face, Worli, Mumbai – 400 018, shall not affect the existing structural stability of the building, if carried out as per our structural design and details, to the best of my knowledge and belief today.

Thanking You,  
Yours faithfully



**H. R. Mahimtura**  
Consulting Structural Engineer  
Registration No.: **STR/M/63.**  
Online Registration No. **STR:840003532**

e-mail :info@mahimtura.net

Website: www.mahimtura.com

**Administrative Office** : Unique House, 5<sup>th</sup> Floor, 25, S.A. Brelvi Road, Fort, Mumbai – 400 001.

**Branch Office** : 326, Kailash Plaza, Near Odeon Cinema, Vallabhbaug Lane, Ghatkopar (East), Mumbai – 400 077. Tel : 2501 6271

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## ANNEXURE A-6

**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
**P-16330/2023/ (730)/G/South/WORLI**

**Sub:-** Proposed addition/alteration to the Existing building on Plot Bering CS No. 730, Village Worli, Division at Khan Abdul Gaffar Khan Road, Worli Mumbai – 400 018. G/south Ward.

**L.S: - Shri. Jinish N. Soni of M/s 3Dimensional Consultants LLP**

**Ref: -** Plans for Amendment attached in Console.

**4A FACT SHEET**

<b>Sr. No.</b>	<b>ITEM</b>	<b>REMARKS</b>	<b>OFFICE REMARKS</b>
1.	Notice under section 342 of B.M.C. Act 1888.	Attached in additional documents	
2.	Scrutiny Fees	Attached in additional documents	
3.	Application for C.C. u/s. 44/69 of M.R.T.P. Act	N.A.	
4.	<b>OWNERSHIP</b>		
	Documentary evidence regarding ownership of the plot		
	a. Title Certificate from Advocate.	N.A.	Seen
	b. P.R. Cards	Attached in additional Documents	
	c. Any other documents Lease Agreement	N.A.	
	d. Power of Attorney	N.A.	
	e. Estates plot/T.P. Scheme plot	N.A.	
	f. Whether the Notice Applications are signed by C.A./Lessee/Owner as per title certificate & whether Plans are submitted in that Name?	Lessee Attached in additional Documents	
	g. Whether plot is under acquisition.	N.A.	

5.	<p><b>PLOT AREA</b></p> <p>Documentary evidence regarding area of the holding /plot</p> <p>a. As per Conveyance Deed as mentioned in title certificate.</p> <p>b. As per P.R. Cards signed by S.L.R./CTSO</p> <p>c. As per Owner's Affidavit.</p> <p>d. As per Architect/L.S's certificate &amp; triangulation Calculation with plot dimensions.</p> <p>e. As per N.O.C. W.O. (Estates)</p> <p>f. Area certified in 'B' Form.</p> <p>g. The area accepted.</p> <p>h. Plan showing existing features on land under reference along with boundaries</p> <p>i. Area certified by MHADA as per its NOC.</p>	<p>N.A.</p> <p>1349.51Sq.Mtr.</p> <p>1349.51 Sq.Mtr.</p> <p>1349.51 Sq.mt</p> <p>N.A.</p> <p>N.A.</p> <p>1349.51 sq mt</p> <p>Yes</p> <p>N.A.</p>	<p>Verified</p> <p>Verified</p>
6.	Is the entire contiguous holding of the owner declared and shown on the plan.	Yes	Seen
8.	<p>Existing Structures/Trees /Wells.</p> <p>a. Whether all are shown on the plan?</p> <p>b. Whether are proposed to be demolished /cut/filled in?</p> <p>c. Whether required details are shown?</p> <p>d. Authentic proof submitted.</p> <p>i. CTS Plan</p> <p>ii. Old Assessment bill</p> <p>iii. Approved plans of existing buildings</p> <p>iv. Any other proof.</p>	<p>Yes</p> <p>N.A.</p> <p>Yes</p> <p>Yes, attached in additional documents.</p> <p>Yes, Attached in additional Documents</p> <p>Yes, Attached in additional Documents (OCC)</p> <p>N.A.</p>	Verified.
9.	Whether plan showing existing structure & proposed tenement in new building showing area is submitted?	Yes plan showing structures already submitted in console.	Verified.
10.	R.L. of street sanctioned /proposed North South East West	<p>East – 13.40 mtrs.</p> <p>West – 27.45 mtrs.</p>	
11.	<b>SET BACK LAND</b>		



	z. PCO aa. Jail bb. Forest cc. NBWL dd. Any other	N.A. N.A. N.A. Attached in additional Documents N.A. N.A.	
14.	<b>SELF CERTIFICATION BY OWNER /ARCHITECT</b>		
	a. Debris b. Assessment c. No Trees Affected d. Vermiculture Bin e. Any Other	N.A. On Completion N.A. N.A. N.A.	Verified.
15.	<b>REMARKS BY CONSULTANTS</b>		
	a. Parking Layout b. Internal SWD c. Internal Drainage d. STP. e. Mechanical Ventilation and Air-conditioning f. Specifications for construction of Internal Road/Setback D.P. Road g. Water Works	N.A. N.A. N.A. N.A. N.A. N.A. N.A.	Verified.
16.	<b>RESERVATIONS</b>		
	<b>YEAR</b>	<b>1967</b> if applicable	<b>1991</b>
	<b>RESERVATION/DESIGNATION</b>	N.A.	N.A.
	<b>ZONE</b>	N.A.	Residential Zone
	<b>SPECIFIC REMARKS</b>	N.A.	N.A.
17.	<b>USER (D.C. Regulation 51 to 57, 60, Proposed as per D.C.P.R. No.</b> Is the proposal is in conformity with its zone.	Yes	
18.	<b>F.S.I. PERMISSIBLE AS PER D.C. REGULATION</b>		
	<b>Plot potential</b>	<b>TDR</b>	<b>Additional FSI 50% as per</b>
			<b>Fungible F.S.I. under DCR</b>
			<b>Total</b>

	(sq.mt.)	(sq.mt.)	DCR 32 (sq.mt.)	35(4) (sq.mt.)	(sq.mt.)	
	1794.84	1120.09	1133.58	1416.98	5465.49	
19.	<b>TYPE OF BUILDING</b>					
	Industrial /Commercial / Residential Multistoried /Special Type / Mixed Use				Residential.	
20.	<b>DESCRIPTION OF BUILDING</b>					
	1. No. of Basements /User /height 2. Stilt/ ground floor 3. No. of Podium/User /height 4. No. of Floors /User /height  5. Refuge floor provided /level 6. Fire Check Floor /level 7. Service Floor /level				1/Residential /24.85mt. Ground floor N.A. 7/residential/ 24.85mt  N.A. N.A. N.A.	Verified
21.	<b>TENEMENT STATEMENT</b>					
	Carpet Area					
	Below 60		--			
	60-130		--			
	Above 130		--			
	Total		--			
					Single owner building hence not applicable	
22.	<b>PARKING STATEMENT</b>					
	Residential					
	<b>Carpet Area</b>	<b>Nos. of Flats</b>	<b>Parking by Rule</b>	<b>Parking provided</b>	Reference plan Attached in additional documents.	
	Total for Residential		4	4		
	Non-Residential		NIL	NIL		
	Transport Vehicles		NIL	NIL		

	Total	4	4		
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Jinish  
Narendra  
Soni

Digitally signed by Jinish Narendra Soni  
DN: c=IN, o=Personal, title=6236,  
pseudonym=14683132f33648068462de2  
076c255f7,  
2.5.4.20=50473298b30040426a9340aa95  
6d85970a624ca4b8587dbd493d71aa6c1  
feeac, postalCode=400056,  
st=Maharashtra,  
serialNumber=4b0a153b24b4e63ccf062a  
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1fe16b18a, cn=Jinish Narendra Soni  
Date: 2023.05.29 12:48:30 +05'30'

Shri. Jinish N. Soni  
(Lic. Surveyor)  
(Lic No. S/588/LS)

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## ANNEXURE A-7

**MUNICIPAL CORPORATION OF GREATER MUMBAI  
P-16330/2023/(730)/G/South/WORLI**

**Subject:-** Proposed Addition & Alteration of existing building on Plot Bering CS No. 730, Village Worli, Division at Khan Abdul Gaffar Khan Road, Worli Mumbai – 400 018. G/south Ward.

**Architect:** Shri Jinish Soni of M/s. 3 Dimensional Consultants LLP.

**Owner:** Shri Ghanshyambhai Dholakia, Managing Director of M/s. Hari Krishna Exports Pvt. Ltd.

**Reference:** File No: - P-16330/2023/(730)/G/South/Worli.

.....  
**Brief History: -**

In this case the plans for the building were approved as per the provisions of DCR 1967 in the year 1993 as the plot was affected by CRZ II.

The Occupation certificate was granted on 27.09.2001 to building comprising of Basement For Parking + silt for parking + 1<sup>st</sup> to 6<sup>th</sup> Residential floors + 7<sup>th</sup> (pt.) for utilities by utilizing plot potential to the tune of 1.33 FSI and staircase, lift & lift lobby are free of FSI.

Since the plot is affected by CRZ II and as per the revised Notification issued by Central Govt. of India dated 18<sup>th</sup> January 2019 wherein it is stated that for the plots affected by CRZ II the development shall be governed by the local town and country planning regulation as applicable from time to time and norms for the floor space index (FSI) or Floor Area Ratio (FAR) prevailing as on date of this notification shall be applicable.

As per the CRZ remarks issued by the Development plan department in consonance with the CZMP sanctioned by the Govt of India dated 18<sup>th</sup> January 2019, the plot under reference falls in CRZ II on the land ward side of the existing road. And thus, as per the provision of the said notification the applicable regulations for development of the said plot are governed by the Provisions of Regulation of DCPR 2034 for Mumbai.

As per the provisions of Reg 2034, we have proposed to amend the plans for buildings already constructed with some internal changes with respect to the room sizes and uses as the entire building is now purchased by a single owner. Thus, now the building which was constructed earlier is proposed to be amended as per the permissible FSI and provision of DCPR 2034 which is now comprising as tabulated below

<b>Floor</b>	<b>As per Approved plans</b>	<b>Description Of Changes</b>
<b>Basement</b>	Consisted of parking, Store rooms underground water tanks, lift, lift machine room and pump rooms	Basement is now counted into FSI and user from Storage to Servant room and other ancillary users are

	Separate Staircase from ground floor to Basement	claimed in FSI Existing staircase from ground floor to basement is removed and additional lift from basement to top floor is installed and the same is claimed free of FSI.
<b>Ground</b>	Consisted of lift, staircase, society office, Meter rooms, toilets, driveway, parking and swimming pool in the front open space	Earlier shown drive way is converted into hall and silt is now turned into ground floor by counting earlier features free of FSI into FSI. The swimming pool in the FOS is demolished and additional R G area instead of pool over the porch is constructed.
<b>First Floor</b>	Consisted of staircase, lift and two nos of flat with balconies and elevation features.	New balconies in place of elevation features are constructed and same are proposed to be counted in FSI. A new gymnasium, pool, salon, steam room and massage room are added replacing the existing components and same are proposed to be counted in FSI.
<b>Second Floor</b>	Consisted of staircase, lift and two nos of flat with balconies and elevation features.	New balconies in place of elevation features are added and counted in FSI
<b>Third Floor</b>	Consisted of staircase, lift and two nos of flat with balconies and elevation features.	New balconies in place of elevation features are added and counted in FSI, steam and shower added.
<b>Fourth Floor</b>	Consisted of staircase, lift and two nos of flat with balconies and elevation features.	New balconies in place of elevation features are added and counted in FSI
<b>Fifth Floor</b>	Consisted of staircase, lift and two nos of flat with balconies and elevation features.	New balconies in place of elevation features are added and counted in FSI and one side is constructed with double height living room by demolishing the existing slab and the same is proposed to be counted 1.5 times into FSI
<b>Sixth Floor</b>	Consisted of staircase, lift and two nos of flat with balconies and elevation features.	New balconies in place of elevation features are added and counted in FSI, one part is converted into entertainment room
<b>Seventh Floor</b>	Consisted of Overhead Water tank, A/C unit's rooms and other utilities.	Now bedrooms are constructed in place of existing utility rooms and new balconies in place of elevation features and pergola are added and counted in FSI

- b. Some of the earlier approved elevation features are merged into habitable floors in certain portion of the building, same are now proposed to be regularized by counting in FSI as per (C-13) circular u/no CHE/DP/110/Gen 2019-20.
- c. A double height hall is proposed to be counted 1.5 times into FSI on the fifth floor. The same is constructed by demolishing the part sixth floor slab.
- d. Extension in balcony is proposed and counted in FSI as shown in plans.

All the above changes are incorporated in the residential floors as a single owner owned building by utilizing plot potential + additional FSI on payment of premium + Admissible TDR as per the road width and by claiming area of staircase, lift, lift lobby free of FSI as per the provisions of DCPR 2034 and as per the circular / policy in force amended up to date.

Further some of the areas which were claimed free of FSI (elevation features / parking area, Entrance lobby areas etc.) as per the then policy are now proposed to be counted in FSI as per the Provision of DCPR 2034 and as per the provision of the circular u/no CHE/DP/110/Gen dated 2019-2020 to be read with earlier circular u/no CHE/23227/DP/Gen 21/11/2017. And also, as per the provisions of Circular u/no DYCHE/3757/(BP) City dated 11/03/2022.

All the internal changes have been incorporated in the plan and accordingly the work is completed on site. However, there are certain encroachments of elevation features in the building which are earlier approved free of FSI and now are merged with the habitable floor. The same needs to be regularized under provisions circular u/no. CHE/DP/110/GEN dt. 2019-20 (C-13) by counting the same in FSI and paying premium/penalty as applicable as per regularization penalty as per policy circular u/no. Ch.E./D.P./004477/Gen. dt. 12.05.2021.

Now, Owner Shri Ghanshyam Bhai Dholakia, Managing Director of M/s. Hari Krishna Exports Pvt. Ltd. has appointed L.S. Shri Jinish Soni of M/s. 3 Dimensional Consultants LLP. as a new L.S for the proposal to regularize the work done beyond approval and process the file for OCC/BCC.

The proposal is now submitted as per Reg. No. 9(6)(b) of DCPR 2034 and Transitional policies in force. Moreover, there is no substantial change in planning of the building with respect to earlier approvals. However, the previously approved free of FSI elevation features which are now merged with habitable floor level are proposed to be regularized by counting in FSI and charges applicable for regularization by paying the necessary penalty as per policy in light of circular and in consonance with transition policies in force

**DP Remarks 2034:-**

As per DP 2034 Remarks, plot under/ref. falls in Residential Zone and is not reserved for public purpose. It is accessible and abutting 24.50 mts. wide Existing Road on west Side and affected by the R.L of the 13.40 mts width on the East side. Thus, the plot is affected by roads on two sides. The plot under reference is affected by CRZ II.

**Applicability of Hon'ble Supreme court's order in Kohinoor case: -**

The OCC plans were approved on 27/09/2001 i.e. prior to Hon'ble S.C. order i.e. 17/12/2013 in Kohinoor case. Hence, the Hon'ble S.C. order in Kohinoor case

is not applicable to the proposal under reference. Moreover, the plot is affected by existing road on the west and east side.

**Applicability of directives of Hon'ble Supreme Court's order dated 15/03/2018 in Dumping ground case: -**

The C & D waste generated shall be disposed of as per Hon'ble Supreme Court order as per SLP (Civil no. D23708/2017) dated 15.03.2018 shall be incorporated in conditions and will be complied along with the conditions incorporated by MCGM from time to time. The requisite bank guarantee and undertaking to that affect will be submitted before approval of plans.

**Auto DCR Scrutiny: -**

For proposal under reference O.C.C. was issued on dtd. 27/09/2001 i.e. prior to 15-05-2015. Therefore, as per Circular u/no. CHE/DP/27163/Gen Dtd 30-11-2016 Auto D.C.R. scrutiny is not applicable to the proposal under reference.

**Applicability of regulation 14(A) :-**

The Net plots area of plot under reference is 1349.51sq.mts. Hence Reg. 14(A) is not applicable to the proposal under reference.

**Applicability of regulation 15:-**

The Net plots area of plot under reference is 1349.51sq.mts. Hence Reg. 15 is not applicable to the proposal under reference.

**CFO NOC:-**

The NOC from CFO was granted for OCC for the entire building u/no. FBM/S/507/190 dated 27.06.2007 and thereafter the final fire NOC (completion) is also obtained. However, the revised CFO remarks with the reference No: FLSA/32/AVK23/May/06 from the consultant has been issued for the building height of less than 32 mts has been submitted and attached herewith.

**Parking consultant Remarks:-**

The remarks of Parking consultant dated 08.07.2021 has been uploaded with regards to parking spaces now proposed with respect to its maneuverability.

**Parking requirement table: -**

**As per Reg. No. 44 Table No. 21 of DCPR 2034.**

<b>Carpet Area (In Sq. Mts.)</b>	<b>Total Flats</b>	<b>Parking Permissible as Per D.C. Rule.</b>	<b>Parking Required</b>
For Residential Tenements			
Below 45.00	00 Nos	1 Parking For 4 Tenements	0.00 Nos.
45.00 To 60.00	00 Nos	1 Parking For 2 Tenements	0.00 Nos.
60.00 To 90.00	00 Nos	1 Parking For 1 Tenements	0.00 Nos
Above 90.00	01 Nos	2 Parking For 1 Tenements	2.00 Nos.
Total			2 Nos.
10 % Additional Parking for Visitors (Resi.)			0.2 Nos.
50% Additional Permissible Free of Fsi As Per Reg. 31 (1) (Vi)			1
Total Residential Parking Required			3.20 Nos.

	Say 4.00 Nos
Total Parking Required	4 Nos.
Total Parking Provided	4 Nos.

**FSI permissible as per DCPR 2034: -**

The FSI for the plot under reference permissible as per regulation 30(A) Table 12 is 1.33 (Plot potential) + 0.64 (TDR as per road width) + 0.73 (Additional FSI by paying premium) totaling to 2.70 + proportionate FCFSI.

**Comparison of Concession Points as per DCR 1991 & DCPR 2034**

Sr. No.	Concession points	DCR 1991 Provision	DCPR 2034 Provision	Remarks
1	To condone the open space deficiency maximum up to the tune of 30.90% for Light and ventilation by charging premium as per policy.	DCR 29 DCR 43(1) DCR 33(7) DCR 64(b).	DCPR 41 DCPR 47 (1) DCPR 6(b)	Submitted for further concessions is required.
2	To allow retaining the common staircase, staircase lobby, lift, and lift lobby area free of FSI for habitable floors as the same has been paid earlier and there are no changes in the orientation and use of the same. As per the earlier approved plan	DCR 35(2)(iii) DCR 35(2)(iv) Circular U/No. CHE/ 14548/DP/ Gen/ dated 22/08/ 2017	DCPR 31(1)(iv)	Only Reg. No. is changed. Hence no further concessions is required.

**In continuation to earlier approvals, the proposal needs consideration of Ch.E. (DP)/ Hon'ble M.C. on the following points:-**

**1. To condone Open space deficiency by charging premium as per Reg 6(b) of DCPR 2034.**

Tabulation for open space as per DCR 1991

Building is proposed with basement + ground floor + 1st to 7th upper residential floors with total height of 24.75 mtrs.

Since the building under reference is a non-composite building, the open spaces worked out are as per D.C.P.Reg. 41 read with D.C.P.Reg. 47(1) as under:

Height of building 24.75 mtrs.

$H/4 = 6.18$  mtrs.

As per table 10-A front open space required = 4.50 mtrs.

As per table 10-B Front open space required:

From Abdul Gaffar Khan Road =  $10.50 - (24.50/2) = \text{Nil}$ .

From Sir Poch Khan Wall Road =  $10.50 - (13.40/2) = 3.80$  mtrs.

The open spaces are tabulated as below.

Side	Open Space required In mts. W.R.T DCPR 2034	Open Space proposed in mts. W.R.T DCPR 2034	Def. In mts.	Def. In %	Remarks
North	6.4	1.52	4.88	76.25 %	Outermost edge of balcony is considered
East	3.00	1.50	1.50	50%	F.O.S.as per DCPR
West	6.4	1.50	4.90	76.56 %	Outermost edge of balcony is considered
South	6.4	1.50	4.90	76.56 %	F.O.S. as per DCPR

From above table it is observed that there were no deficiency in open spaces for the building under reference as per the provisions of DCR 1991.

However as per DCPR 2034 it can be seen that the outer most face of the building i.e balcony is considered to calculate the deficiency in open spaces which is tabulated in the above table which requires condonation as per reg 6 (b) of DCPR 2034.

As per Reg. 6(b) of DCPR 2034, in specific cases where a clearly demonstrable hardship is caused, the Commissioner may for reasons to be recorded in writing, by special permission permit any of the dimension prescribed by these regulations to be modified, except those relating to floor space indices unless otherwise permitted under these regulations, provided that the relaxation will not affect the health safety, fire safety, structural safety and public safety of the inhabitant of the building and neighborhood.

Accordingly, I have presented the following demonstrable hardship regarding this deficiency in open spaces and requested to condone the same.

A) Hardship:

- i. In this case, the construction of the building is already completed on site as per the C.C. granted in consonance with DCR 1991. However, due to regularization and proposing additional FSI the open spaces are taken as per DCPR 2034 from edge of the cantilever.

B) Health Safety:

Owner has appointed licensed plumber to supervise and carry out the drainage work. The drainage work will be carried out as per provision of drainage and sanitary code. Further, the completion certificate of drainage arrangement will be submitted before requesting Occupation permissions to the bldg. under reference by verifying that conveyance of foul/waste is achieved speedily and effectively without risk of nuisance to the health of the occupants of the bldg. and neighborhood.

Moreover, effective disposal of rain water will be achieved as per consultant remarks obtained and by providing paving around the bldg. with slope, so that there will not be any water logging S.W.D. completion certificate will be submitted before Occupation certificate.

In view of providing above arrangement, it is felt that due care will be taken towards the health safety of the occupants & neighborhood.

C) Fire Safety:

The CFO NOC for the proposed bldg. is submitted online for a building ht. of 24.85mt. The Owner/Developer has to fulfill the requirement of C.F.O. N.O.C. from the safety point of view and Completion Certificate from C.F.O. will be insisted before Occupation permission. Thus, safety of the inhabitable and neighbourhood from fire point of view will take care.

D) Structural Safety:

The proposed building under reference has been designed by Licensed Structural Engineer having registration with M.C.G.M. and the work will be carried out under his supervision. Also, a Structural Engineer's letter taking relevant I.S. code into consideration and provision for seismic forces for earthquake resistance is attached in console. The stability Certificate from registered structural Engineer will be taken at Plinth completion and O.C.C.

stage. Thus, the structural stability of the building and safety of inhabitants of building and neighbourhood is not likely to be affected.

E) Neighbourhood Safety (Plan attached in additional document)

From the location plan attached in additional documents, it can be seen that the building under reference is abutting 27.45mt Road on West side and Existing 13.40mts wide road on East side of the plot.

Description	Bldg. Ht In mts.	O.S. for L/V In mts.	O.S. for D/W In mts.
North	Existing bldg. with ground + seven upper floors 3.6+ 3.6	7.2	3.6
South	Existing bldg. with ground + one	Nil	Nil

Description:	Bldg. Ht. In mts	O.S. for L/V In mts	O.S. for D/W In mts
On East side	Existing 13.40mt wide road	--	--
On West side	Existing 24.50mt wide road	--	--
On South	Existing bldg. with ground + seven upper floors (24 mtr)	8	3.6
On North	Existing bldg. with ground + one (7.5 mtr)	--	3.6

Side	J.O.S. reqd. in mts.	J.O.S. Prop. in mts.	Def. in mts.	Def. %	Remarks
North	3.60 + 6.19 =9.79	3.60 + 4.28 = 7.88	1.91	19.51	
South	3.60 + 6.19 =9.79	3.60 + 5.18 =8.78	1.01	10.31	

However, a condition will be incorporated in IOD to submit reg. undertaking from the owner will not object the development of the adjoining plots

in future. By providing this arrangement, the safety of the inhabitant & neighbourhood will not be affected.

In view of above, Ch. E. Eng. (D.P.)/Hon'ble M.C.'s approval is requested to condone deficiency in open space to the tune of 19.51% in JOS and 30.80% in SOS as per Reg. No. 43(1) of DCPR 2034 by charging premium as per policy due to hardship, planning constraints and as per Reg. No. 6(b) of DCPR 2034.

**2. To apply the provisions of the circular under no CHE/DP/110/Gen dated 2019-2020 to be read with earlier circular CHE/23227/DP/Gen 21/11/2017.**

Reference is requested to the circular issued circular under no CHE/DP/110/Gen dated 2019-2020 to be read with earlier circular u/no CHE/23227/DP/Gen dated 21/11/2017, about applicability for buildings approved as per DC Reg. prior to 06/01/2012 and clause no15 a) of the same is reproduced as below: - "In case of Building proposals approved as per D.C Regulation prior to 06/01/2012and /or occupation permission granted (part/full), if the owner/developers/co-op hsg society comes forward to count (partly or fully) certain features or users permitted free of FSI as per DC regulation prior to 06/01/2012, the same may be allowed by counting such features (fully/partly)from the balance /additional FSI potential along with the fungible FSI proportionate to balance /additional FSI without making applicable DC regulation modified as on 06/01/2012 to entire floor/s of the building. The same may be allowed without construing it to be change in foot print."

In view of the above, Ch.E.(D.P.)/ Hon'ble M.C. is requested to allow to apply the provisions of the circular under no CHE/DP/110/Gen dated 2019-2020 to be read with earlier circular CHE/23227/DP/Gen 21/11/2017.

**3. To regularize the work carried out beyond approval by charging penalty.**

The work of all the internal changes have been incorporated in the plan and accordingly the work is completed on site. There are changes in the internal layouts of the approved with regards to the OCC granted further there are certain encroachments of elevation features in the building which

are earlier approved free of FSI and now are merged with the habitable floor. The same needs to be regularized under provisions circular u/no. CHE/DP/110/GEN dt. 2019-20 (C-13) by counting the same in FSI and paying premium/penalty as applicable as per regularization penalty as per policy circular u/no. Ch.E./D.P./004477/Gen. dt. 12.05.2021.

In view of the above, Ch.E.(D.P.)/ Hon'ble M.C. is requested to allow to regularize the work carried out beyond approval by charging penalty as per policy.

**4. To submit the proposal to MCZMA for clearance in CRZ II**

The plot is affected by CRZ II and as per the revised Notification issued by Central Govt. of India dated 18th January 2019 wherein it is stated that for the plots affected by CRZ II the development shall be governed by the local town and country planning regulation as applicable from time to time and norms for the floor space index (FSI) or Floor Area Ratio (FAR) prevailing as on date of this notification shall be applicable subject to various conditions mentioned in the said notification.

As per the CRZ remarks issued by the Development plan in correspondence with the CZMP sanction by the Govt of India dated 18th January 2019, the plot under reference falls in CRZ II on the land ward side of the existing road. And thus, as per the provision of the said notification the applicable regulations for development of the said plot are governed by the Provisions of Regulation of DCPR 2034 for Mumbai.

Submitted please.

Jinish  
Narendra  
Soni

Digitally signed by Jinish Narendra Soni  
DN: cn=IN, o=Personal, title=6236,  
pseudoym=146831323364808462de207  
6c255f7,  
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72e085396f8db6278aed227238460b51fe16  
b18a, cn=Jinish Narendra Soni  
Date: 2023.06.05 18:07:23 +05'30'

**L.S. Shri. Jinish N. Soni**

**Lic. No. S/558/LS**

**TRUE COPY**



1181  
SOUTH SIDE

ANNEXURE A-8



BASEMENT FLOOR PLAN  
SCALE :- 1:100

NORTH SIDE

TRUE COPY  
*[Signature]*

1182 SOUTH SIDE

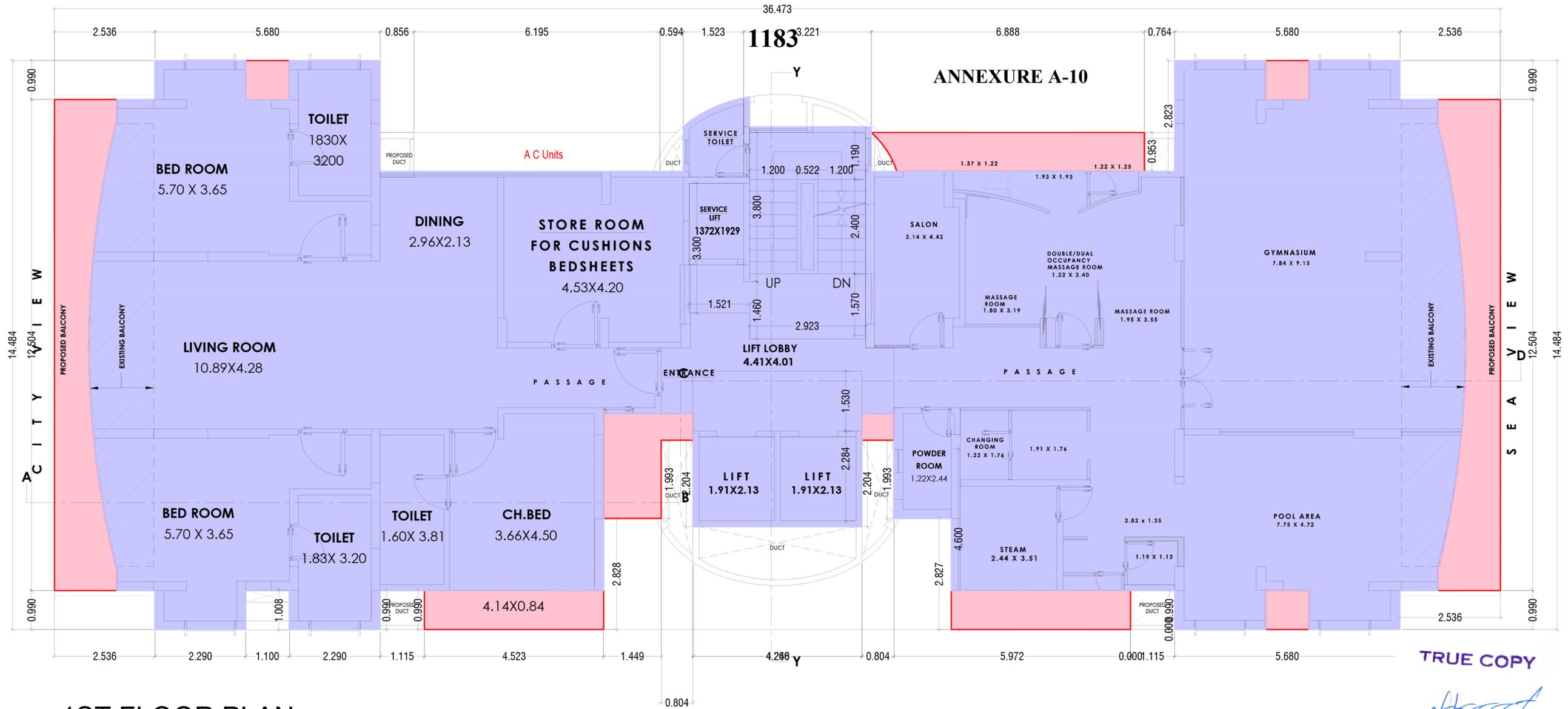
ANNEXURE A-9



GROUND FLOOR PLAN  
SCALE :- 1:100

NORTH SIDE

TRUE COPY  
*[Signature]*



# 1ST FLOOR PLAN

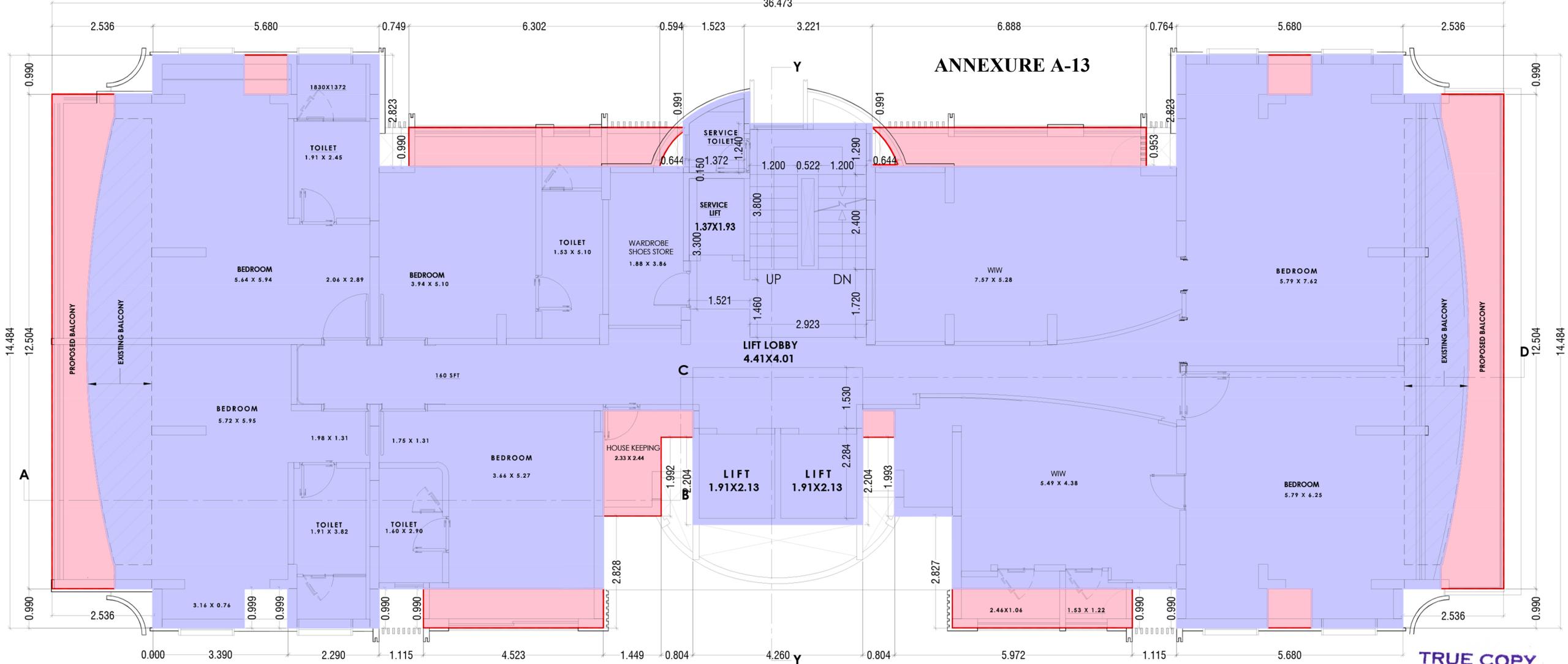
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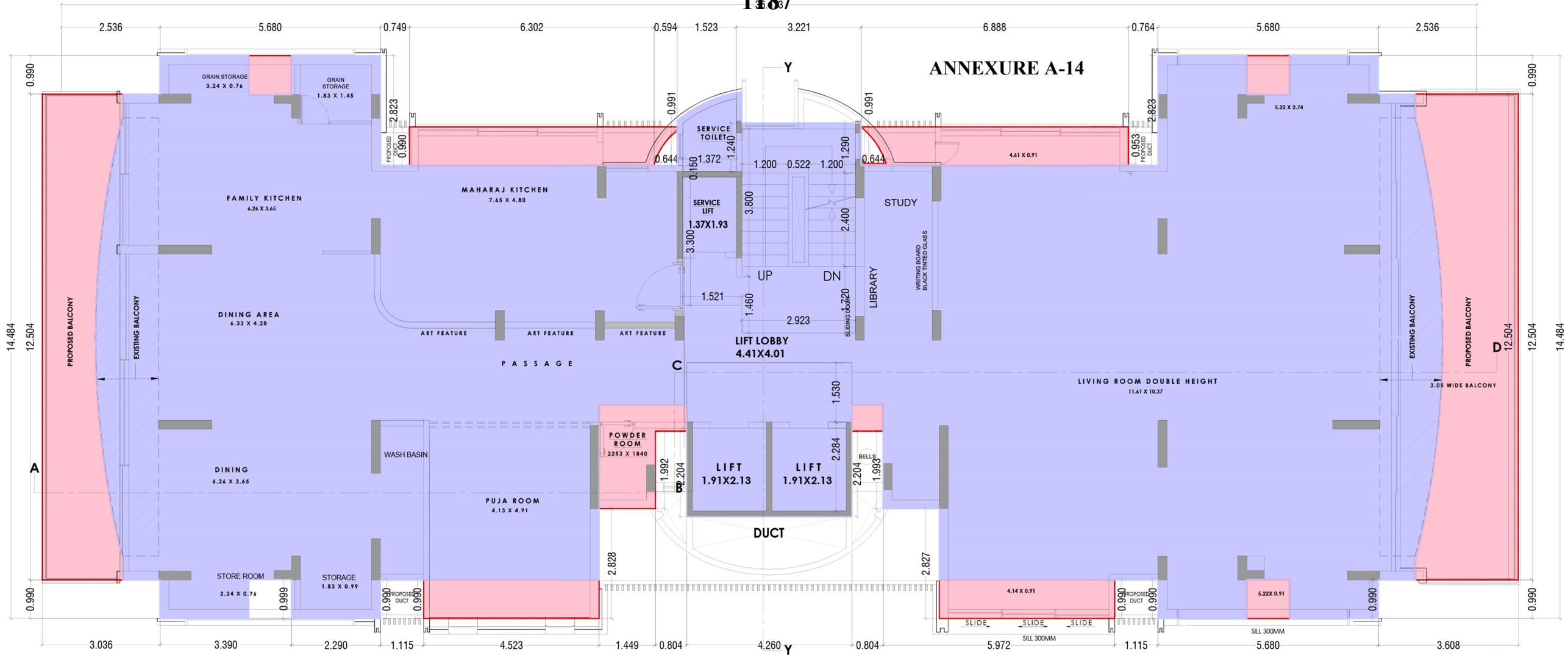
ANNEXURE A-13

4TH FLOOR PLAN

SCALE :- 1:100

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# 5TH FLOOR PLAN

SCALE :- 1:100

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## ANNEXURE A-17

29/06/2023, 13:28

Proposal Status Flow

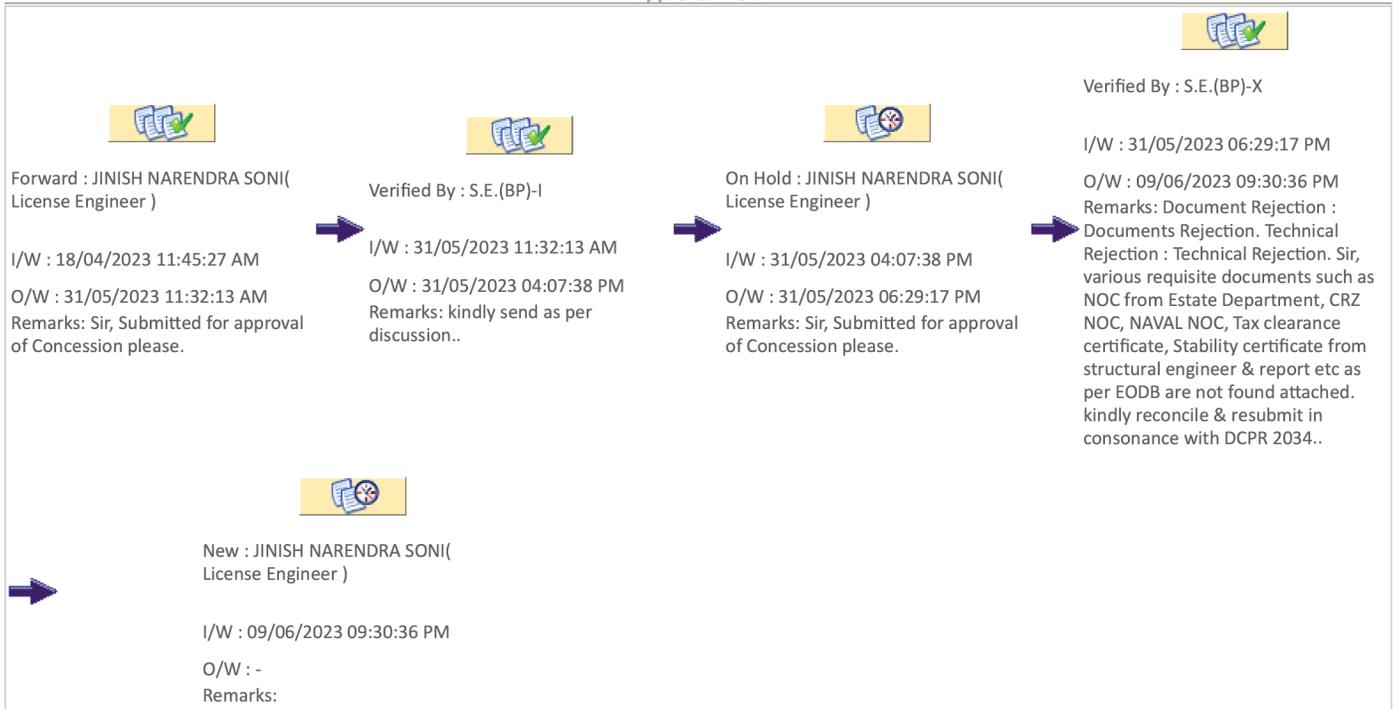
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### Application Details



File No. : **P-16330/2023/(730)/G/South/WORLI/342/1/New**  
 SAC No. : **NA,**  
 Title/Subject : **Proposed Addition & Alteration of existing Residential building on plot bearing CS No. 730 of Village Worli, Division at Khan Abdul Gaffar Khan Road, Worli (Mumbai), 400 018, G/South Ward.**  
 Zone Name : **City** Ward Name : **G/South**  
 Plot No. : **730** CS No./ CTS No. : **730**  
 Road/Street Name : **Khan Abdul Guffar Khan Road** TP Scheme : **0**  
 Division / Village : **2045** Gut No. :  
 CTS No. : **730**  
 Architect/LE/SE Name : **JINISH NARENDRA SONI** Inward Date : **7/4/2023**  
 Notice Letter No. : **342/1172/23**  
 Structural Engineer : **Hiten R Mahimtura**

### Approval Flow



**TRUE COPY**