

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

(CIN - U99999 MH 1970 SGC - 014574)

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NO.CIDCO/ACLSO/22.5%/PAR+PAD-14+26/2022/1569

HEAD OFFICE:

CIDCO Bhavan, CBD Belapur;
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Date : 28.06.2022

To,

- 1) **Smt. Anita Bharat Patil & Others**
- 2) **M/s. Shree Ganesh Enterprises,**
Plot No.01, Sector-04, Purshpak Nagar,
Navi Mumbai – 410 206.

Sub: - NOC for carrying out development of Plot No.01, Sector-04, Pushpak Nagar (Dapoli), admeasuring 3209.97 Sq. Mtr. with additional FSI Permissible as per UDCPR 2020 for Addl. BUA 4044.562 Sq. Mtrs. against Ancillary FSI.

- Ref- 1) Your Application dated - **31.01.2022**
- 2) Unified Development Control and Promotion regulations dt. 02.12.2020.
 - 3) Planning Department Letter Dated **07.12.2021** certifying the Ancillary Area FSI requested by you as per UDCPR.

Sir/Madam,

The City and Industrial Development Corporation of Maharashtra Limited, hereinafter referred to as "the Corporation" is the New Town Development Authority for the development of the new town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under sub-section (1) and (3A) of the Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXXVII of 1966) (hereinafter referred to as "MRTP Act").

The State Government, in pursuant to the Section 113-A of the MRTP Act, acquired lands described therein and vested such lands in the Corporation for development and disposal.

The Corporation has allotted the plot against Navi Mumbai Intentional Airport project affected person under 22.5% scheme to 1) **Smt. Anita Bharat Patil**, 2) **Shri. Amit Bharat Patil**, 3) **Smt. Kavita Suresh Mhatre**, 4) **Shri. Baburao Pandurang Patil**, 5) **Smt. Shilpa Bhanudas Gaikwad**, 6) **Smt. Subhadra Barik Katekar**, 6) **Smt. Sushama Vinod Patil**, **Pushpak Nagar (Dapoli), Plot No.01, Sector-04, admeasuring in total 3209.97 Sq. Mtrs.** and Agreement to Lease was executed on **21.04.2017**. Thereafter 50% plot transfer vide Tripartite Agreement to **M/s. Shree Ganesh Enterprises Through its Partners 1) Mr. Babubhai Virji Patel 2) Mr. Nitin Babubhai Gajipara 3) Mr. Babubhai Virji Patel (HUF) 4) Mr. Nitin Babubhai Gajipara (HUF)** subsequently the new licence and the Tripartite Agreement executed on **22.07.2019**. As per the aforesaid Agreement to Lease the use of plot is permitted for Residential cum Commercial with FSI 2.0 With reference to your application for utilisation of applicable ancillary FSI at reference (1) above and further applicable Amount including GST of **Rs.20,95,164.02** (total premium as per UDCPR 2020) paid by you vide Receipt No.**3200005635/2022 dated 21.06.2022** for grant of ancillary FSI, the Corporation is pleased to grant the "No Objection Certificate" (hereinafter referred to as "NOC") to the Licensee/Lessee, for carrying out development of the above mentioned property as per ancillary FSI permissible under the regulations of UDCPR

In case of any corruption related complaints, please visit:

cidco.maharashtra.gov.in / [CIDCO VIGILANCE MODULE NEW / Userlogin.aspx](#)

Dtd. 02.12.2020 subject to the compliance of the below mentioned conditions:

1) The licensee/ Lessee is granted NOC to consume Additional FSI as per UDCPR 2020, as given under: -

Sr.No.	Details	Description
1	Plot area	3209.97 Sq. Mtr.
2	Permissible use as per Modified Agreement	Residential cum Commercial
3	FSI as per Original, Tripartite & Modified Agreement	2.0
4	Ancillary FSI requested and can be permitted As per BUILDING PERMISSION (PLANNING) DEPARTMENT Report	4044.562 Sq. Mtrs.

2) The Licensee/ Lessee are required to abide by the Indemnity Bond cum Undertaking submitted to the Corporation.

3) The Licensee/ Lessee shall ensure that all the Unit Owners clear and settle their respective lien, mortgage, HUDCO loan etc., and ensure that the respective flats are free from such charges/ encumbrances. Alternatively, the said Unit Owners shall obtain NOC from the Financial Institution/ bank to the said additional development. The responsibility for the same shall solely rest with the Licensee/Lessee.

4) The calculation of Ancillary Area FSI is done by Building Permission Department based on guidelines mentioned in UDCPRs and Applicant request. Consumption of FSI/ built up area is subject to detailed scrutiny of the drawing and compliance of firefighting and civil aviation requirements, and other regulations as may be applicable.

5) In case, plot area mentioned in the agreement differs from area mentioned in the demarcation plan, then minimum of them shall be considered for all further calculations. Payment towards charges shall not be construed as commitment for grant of development permission, if the proposal is not found in accordance with prevailing regulations. In case of revised /amended permission, if the area is retained (as per previous CC) then in such case, ancillary area FSI shall not be permissible on the area proposed to be retained.

6) In case of any pending litigations in respect of the apartments / flats in which orders of injunction/ status quo have been passed by any court of law, the said Apartment Owner, whose premises are affected by the said orders of injunction/ status quo, shall take the necessary steps to get the said orders vacated before the demolition (if required) of the building situated in the above property. The Licensee / lessee shall abide by the undertaking submitted to the Corporation in this regard. However, if the applicant requires to demolish the existing building to use the additional FSI permissible as per UDCPR, the permission from CIDCO for the same shall be taken before such demolition

7) In case of death of any of the original Unit Owners whose legal heirs have not been brought on the records of the Corporation, the said legal heirs are required to bring their names on record by furnishing the Heirship Certificate from the Competent Court having jurisdiction, if Society has not been formed. In case of Society, the Resolution of the Society for admitting

the Heir in place of the deceased member by carrying out due diligence as per Bye-Law No. 35 or relevant Bye-law shall be submitted by the Licensee/ Lessee.

8) Time shall be essence of the contract. The Licensee/ Lessee shall submit the proposal for the proposed development of the said plot along with the requisite plans, architectural drawings, specifications etc. to the concern planning authority within a period of six months from the date of issuance of this NOC and shall obtain the Development Permission from concern planning authority within a period of 1 (One) year.

9) This NOC is issued on the basis of documents submitted by the Licensee / Lessee. Subsequently, if any of these documents are found to be fabricated / false/ fraudulent, this NOC shall stand revoked / cancelled automatically. Any misrepresentation of facts shall be the sole liability of the Licensee/ Lessee and the Corporation shall not be responsible for the same in any manner whatsoever.

10) This NOC shall be subject to land use as per Agreement to Lease dated **21.04.2017** and concurrence/permission of the planning authority.

11) As per guidelines vide Govt. letter No. TPS/-1221/1039/Pra.Kra.42/21/Navi.-12. Dated: 14.06.2021, while granting NOC for additional FSI., Corporation has recovered **Rs.20,95,164.02 (Rupees Twenty Lakh Ninety Five Thousand One hundred Sixty Four and Two Paise Only)** as total Ancillary Area charges to be charged as per the provisions of UDCPR. This amount is charged for granting this NOC for **Ancillary Area FSI.**

12) This NOC is issued subject to the provisions of the Navi Mumbai Disposal of Lands (Amendment) Regulations 2008/Unified Development Control and Promotion Regulations 2020 and the Licensee/ Lessees shall be bound by the same.

13) In case of disputes of purchasers / members with Licensee/Lessee regarding development permitted as per this NOC, the same will be decided by Joint Registrar of Society where society is formed and by MAHARERA where construction is still going and society is not formed.

14) The development proposed in the above referred application shall be carried out in strict accordance and compliance of all above mentioned terms and conditions and in case of any breach thereof, this NOC shall stand cancelled without any further notice.

15) a) This NOC is issued as per GST recovered from Lessee/ Licensee, by the CIDCO.
b) And if the Lessee/ Licensee has not paid GST and have submitted Affidavit Cum Undertaking for availing facility under Reverse Charge Mechanism(RCM) for applicable GST on applicable premium the Lessee/ Licensee have to ensure that the project on the said plot is a Real Estate Project(REP) as per notification 04/2019 & 5/2019 and the Lessee/ Licensee is entitle to discharge under Reverse Charge Mechanism(RCM) for payment of GST.

16) If the requested Additional FSI is not utilized by the Licensee or granted by the concern planning authority, then the premium amount will not be refunded by the Corporation.

17) Onus of working out permissibility of ancillary FSI as per UDCPR requested will solely rest with the Licensee/ Lessee.

Thanking You,

Yours Faithfully



Additional Chief Lands & Survey Office
(Navi Mumbai International Airport)

Addl. Chief lands &
Survey Officer (NMIAP)

C.CTO:

Sr.Pl.n.(BP)/ ATPO(NM & KHOPTA) with request to treat this NOC valid only for grant of development permission in respect of Additional FSI as per UDCPR 2020 and any other payment due will be liable as per existing policies. This NOC does not amount to No Dues Certificate.