

NASHIK MUNICIPAL CORPORATION



NO.: LND. OP/1020/3941

OFFICE OF NASHIK MUNICIPAL CORPORATION

DATE: 2-1-1997

SANCTION OF BUILDING PERMIT & COMMENCEMENT CERTIFICATE

TO Chairman, Nayantara Co.op. hsq. Society Ltd.,
C/o D.R. Gade Archt. of Nashik.

Sub - Sanction of Building Permit & Commencement Certificate in Plot No. **4, F.P.no. 71,**
of S. No. **576/4** of **Nashik** **TPS II**
Shiwar

Ref - Your Application & Plan dated **6/11/1996** Inward No. **6116**

Sanction of building permit & commencement certificate is hereby granted under section 45 & 69 of the Maharashtra Regional and Town Planning Act 1966 (Mah. of 1966) to carry out development work and building permits under section 253 of The Bombay Provincial Municipal Corporation Act, 1949 (Bombay Act. No. LIX of 1949) to erect building for.

Residential cum Commercial

Purpose as per plan duly amended in _____ subject to the following conditions

CONDITIONS

- 1) The land vacated in consequence of enforcement of the set-back rule shall form part of public street.
- 2) No, new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until completion certificate, under sec. 263 of the Bombay Provincial Municipal Corporation Act, 1949 is duly granted.
- 3) The commencement certificate Building permit shall remain valid for a period of one year commencing from date of its issue & thereafter it shall become invalid automatically unless otherwise renewed in stipulated period. Construction work commenced after expiry of period for which commencement certificate is granted will be treated as unauthorised development & action as per provisions laid down in Maharashtra Regional & Town Planning Act, 1966 & under Bombay Provincial Municipal Corporation Act, 1949 will be taken against such defaulter which should please be clearly noted.
- 4) This permission does not entitles you to develop the land which does not vest in you.
- 5) The date of commencement of the construction work should be intimated to this office.

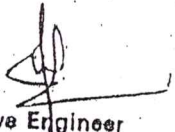
WITHIN SEVEN DAYS

- 6) Permission required under the provision of any other Act, for the time being in force shall be obtained from the concerned. Authorities before commencement of work [viz under Provision of Urban Land Ceiling & Regulation Act, & under appropriate sections of Maharashtra Land Revenue Code 1965 etc.]
- 7) After completion of plinth, certificate of planning authority to the effect that the plinth is constructed as per sanctioned plan should be taken before commencement of superstructure.
- 8) The building permission is granted on the strength of affidavit & indemnity bond with reference to the provisions of Urban Land [Ceiling & Regulation] Act, 1976 in case a statement made in affidavit & indemnity bond found incorrect or false the permission shall stand cancelled.

- 9) The drains shall be lined out & covered up properly to the satisfaction of Municipal Authorities of Nashik Municipal Corporation.
- The effluent from septic tank, kitchen, bath etc. should be properly connected to municipal drain in the nearest vicinity invert levels of the effluent of the premises should be such that the effluent gets into the municipal drain by gravity self cleaning velocity.
- In case if there is no municipal drain within 60 meters should be connected to a soak pit to be provided by the owner.
- The size of the soak pit should be properly worked out on the basis of tenements. A pigeon hole circular brick wall should be constructed in the centre of the soak pit. Layers of stone boulders, stone metals and pebbles should be properly laid.
- 10) The balconies, ottas & varandas should not be enclosed and merged into adjoining room or rooms unless they are counted into built up area of FSI calculation as given on the building plan. If the balcony ottas & varandas are covered or merged into adjoining room the construction shall be treated as unauthorised and action shall be taken.
- 11) At least FIVE trees should be planted around the building in the open space of the plot. Completion certificate shall not be granted if trees are not planted in the plot as provided under section 19 of the preservation of Tree Act, 1975.
- 12) The construction work should be strictly carried out in accordance with the sanctioned plan enclosed herewith.
- 13) Copy of approved plan should be kept on site so as to facilitate the inspection of the site by Municipal Corporation's staff from time to time and necessary information in respect of construction work should be furnished whenever required by the undersigned.
- 14) Stacking of building material debris on public road are strictly prohibited if building material of debris are found on public road the same will be removed by the Authority and cost incurred in the removal of such material shall be recovered from the owner.
- 15) All the conditions should be strictly observed a breach of any of the conditions will be dealt with in accordance with the provision of Maharashtra Regional & Town Planning Act, 1966 and Bombay Provincial Municipal Corporation Act, 1949.
- 16) Nashik Municipal Corporation will not supply water, electricity, road etc. which will be provided by the applicant Colony / Society etc. on their own accord as per the specifications of N.M.C. Applicant should make necessary arrangement for water supply as per the undertaking given. Similarly street lights will not be provided by Municipal Corporation till Electric supply Mains of M. S. E. B. is available at site.
- 17) There is no objection to obtain electricity connection for construction purpose from M. S. E. B.
- 18) N. A. order No. SR-49 dated 23-5-95 submitted with the application.
- 19) Adequate space from the plot u/r should be reserved for transformer in consultation with M.S.E.B. Office before actually commencing the proposed Construction.
- 20 A) Rs. 39600/- are paid for development charges w. r. to the proposed Construction vide R. No. / B. No. 100/34 + dt. 12/12 +
- 20 B) Rs. 52/- are paid for development charges w. r. to proposed land development vide R. No. / B. No. 56 dt. 56
- 21) Tree plantation shall be made as per the guidelines of Tree Officer of NMC & NOC shall be obtained before occupation certificate.
- 22) Septic tank & soak pit shall be constructed as per the guidelines of Health officer of NMC & NOC shall be produced before occupation certificate.

Before commencing the construction on site the owner / developer shall install a "Display Board" on the conspicuous place on site indicating following details.

- a) Name and Address of the owner / developer, Architect/Engineer and Contractor.
 - b) Survey Number / City Survey Number / Ward Number of land under reference alongwith description of its boundaries.
 - c) Order Number and date of grant of development permission / redevelopment permission issued by the Planning Authority or any other authority.
 - d) F. S I. permitted.
 - e) Number of Residential / Commercial flats with their areas.
 - f) Address where copies of detailed approved plans shall be available for inspection.
- 23 B) A notice in the form of an advertisement, giving all the details mentioned in 13A above, shall also be published in 2 widely circulated newspapers one of which should be in regional language.
- 24) Proper arrangement in consultation with P & T Deptt. to be done for telephone facilities to be provided in the proposed construction.
- 25) Garraage should be strictly used for parking only.


Executive Engineer
Town Planning
Nashik Municipal Corporation
Nashik

No. LND / BP -

Nashik, Dt. 01 / 199 9

Copy to : Divisional Officer,

NSK Division

Nashik Municipal Corporation, Nashik



(13)

Co-Operative Housing Society Ltd.

Plot No. 4. S.No 576 BHABHA NAGAR NASHIK

To,
Shri/Smt Laxmitra DASHRATH
Noida.

Date 11-10-97

Sir/Madam,

Allotment of Flat Bearing Flat/Shop No. FNO. 122 SNO 3 on GR 2 Flr
Floor in a proposed New Building viz. Four.

NAYAN TARA CO-OPERATIVE HOUSING SOCIETY LTD.

Plot No. 4. S.No 576.

NAYAN TARA CO-OPERATIVE HOUSING SOCIETY LTD. (PROPOSED)

a Society Registered under the Maharashtra Co-operative Societies Act. (Maharashtra Act. XXIV of 1961)

NSK/NSK/HSG/CTC/2706/1994 having their registered office owned at Plot No. 4
Survey No. 576 admeasuring about 885.87 Sq. Meter situated at Nashik

The said society have commenced the work of construction of new building on
the said plot according to plans and specifications approved and sanctioned by the Municipal
Corporation of Nashik No. LND/BP/1020/3941 Dt 2.1.1997

As per the Managing Committee's Meeting held on 11.10.97 and passed under
Resolution No. 2

we hereby agree to allot to you a self contain flat bearing
Flat/Shop No. F122 S. 3 on GR 2 Flr Floor consisting of TWO JOINT flats
room and Kitchen W. C. and bath in Society said proposed new bulding viz.

NAYAN TARA CO-OPERATIVE HOUSING SOCIETY LTD. for a total consideration of Rs. 10,70,000/-

(Rupees Ten Lacs Seven (Seven) thousand only.)
strictly on the following terms and conditions :

- (1) If you commit defaults in payment in any of the instalment aforesaid or part thereof on their respective due dates, you will be liable to pay interest at the rate of 18% (Eighteen percent) P. A. on all amount due payment.
- (2) Possession of the Flat shall be delivered to you after the said building is ready for use and the occupation certificate in respect thereof is issued by the authorities concerned, provided all the amount due and payable by you under this letter have been then fully paid to the society
- (3) The probable date of handing over possession of the said flat shall be.
- (4) In addition to the above mentioned consideration price you are required to pay various deposits and Exp. just as Electric Meter Deposit, Water etc.
- (5) You are liable to pay and share the society's expenses legal charges, outgoing and all taxes regularly without any default.
- (6) You are liable to sign. all papers, forms under-taking and writing, required by the Society and shall become the member of society and shall observe and perform all the rules and regulation and bye-laws of the Society.

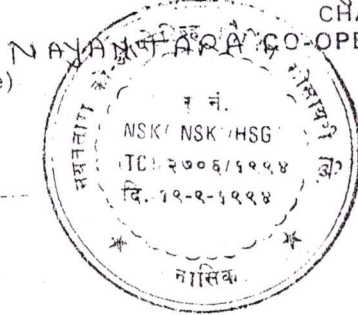
- (7) You have to pay the Society Rs. 251-00 being the share money and entrance fee.
- (8) You shall not without the permission of the Society let, sublet, sell transfer, mortgage, charge on in any way encumber or deal with or dispose of the said Flat and shall not assign your interest under the benefits of this letter.
- (9) The Title Certificate by Shri P.R. Guran Advocate, is attached herewith and marked ANNEXURE 'A'
- (10) You shall use the said flat for residence only.
- (11) The List of Amenities to be provided to the said Flat is attached herewith and marked ANNEXURE 'B'.
- (12) If you violate any of the terms and conditions aforesaid the flat allotted to you under this letter stands cancelled and terminated.

Kindly confirm.

Yours faithfully.

Handwritten signature in Marathi: *प. म. रू. १५/१५*

(Member Signature)



Handwritten signature: *Jagdish Patil*
 CHAIRMAN / CHIEF PROMOTER
 NAYANFARA CO-OPERATIVE HOUSING SOCIETY LTD.
 NASHIK ROAD.

(14)

Name of Member Smt. Laxminarai D. Naidu.

Flat No. F 122 S 3.

Floor GR 2nd fl.

Date 11.10.97



The Chief Promotor / Chairman,
NAYANPADA Co-operative Housing Society Ltd. ~~Proposed~~
Nasik - Road.

Dear Sir,

I undersigned, hereby agree to take flat / Shop No. 122 S 3 GR 2 F floor
admeasuring 1920 sq. ft. or there about of ~~carpet~~ Four / Builtup Area situated at

Plot No 4 Sr. No 576
Bhabha Nagar. Nasik

- 1) I have taken inspection of approved plans and all documents relating to the proposed building. I have myself satisfied that the title of the said property is clear and marketable. The proposed building will known as Nayanpada Co-operative Housing Society Ltd. Nasik-Road.
- 2) I have gone through the list of amenities proposed to be provided in the building as per enclosed list in Annexure - 1.
- 3) The rate per sq. ft. of built up area inclusive of Land, Development charges and construction cost etc. shall be Rs. / for the said flat / Shop.
- 4) I am aware that I shall be entitled for loan from Maharashtra Co-operative Housing Finance Society Ltd. Bombay as per their rules and regulation. which approximately comes to 36 times of my monthly income. However, if for any reason lesser loan is sanctioned I shall pay the difference forthwith.
- 5) My monthly income from all sources is Rs. / and I shall produce necessary certificates to the effect from appropriate authorities within 15 days after being admitted as member.
- 6) I shall abide by the rules & regulations of the society.
- 7) I shall pay monthly outgoings on or before 5 th of every month.
- 8) I hereby declare that I am resident of Maharashtra state since last 10 years and I shall produce domicile certificate on demand.
- 9) I hereby declare that I have no vacant land or dwelling unit in any of the urban Agglomeration or such land is within the ceiling limits as prescribed.
- 10) I have no other flat standing in my name or my dependents in any Housing Society anywhere in Maharashtra nor I have obtained housing loan before this.

11) I understand that total loan against my flat shall be Rs. and as already stated in case lesser loan is sanctioned. I shall pay the difference immediately.

12) I agree to pay the electric deposits, taxes, meter charges cable charges and maintenance charges of the housing society.

- i) Rs. 500000/- / on admission. 11-10-97
Rs. 10/- Entrance fee
Rs 250 /- Share Amount,
- ii) ^{3.2}
Rs. 200000/- / on Registration of society. 11-12-97
or completion of plinths.
or as on
- iii) Rs. 207000/- / on completion of first slab. 28-2-98
or as on
- iv) Rs. 0 / on completion of second slab.
or as on
- v) Rs. 0 / on completion of third slab.
or as on

TOTAL Rs. 1017000/-

If I fail to pay the aforesaid installments in time, the amounts previously paid by me will be forfeited without prior notice to me and my all rights and claims on the flat and of membership will be lost without any reason.

14) For unforeseen reasons, if the loan from M. C. H. F. Society Ltd. Bombay. is withheld or not forthcoming, I Shall abide, by the decision taken in the general Body of the society in respect of the same.

15) I shall become a regular tenant Copartnership member of Nayan Tara Co-operative Housing Society Ltd., Nasik-Road. and shall sign the bye-laws all such other documents. as are necessary for registration of society and obtaining loan from finance society.

16) I agree to become member of group insurance scheme.

17) I shall not transfer or sublet the flat without prior written permission of the society.

18) I agree not to resign from membership of the society within two years of Registration.

19) I agree to pay the sales tax laid by Govt. in addition to the Flat Cost.

At Nasik-Road.

Day of 11-10-97 199



Jagdish Boras
Promotor / Chairman

Signed before me

[Handwritten Signature]

Signature of Member

NAYAN-TARA-A CO.OP. HOUSING SOCIETY LTD.

Reg.No. NSK/HSC/CTC/2706/1994 Dt. 19-9-1994

on Plot No. 4 S.No. 576

Add: Bhabha Nagar, Mumbai NAKA
Nashik.

Sub : Possession of Flat No. 1 in NAYAN-TARA-A Co.op.
Housing Society Ltd. Registered under Cooperative Act
1961 No. NSK/HSC/CTC/2706/1994 Dt. 19-9-1994 on
S.No. 576 Plot No. 4 of village NASHIK.

I, Shri/Smt. LAXMIBAI DASHRAT NAIDU do
hereby state that I have received peaceful and vacant possession
of flat No. 1 consisting of 3 Room+Kitchen in the
building of NAYAN-TARA-A Co.op. Housing Society
Ltd. Nashik after setting and making complete payment of all my
dues of the said society.

Before taking the possession of the said flat, I have
inspected the said flat thoroughly along with all the fittings &
fixtures and all the amenities and I am fully satisfied in all
respects.

That during the progress of construction of the society's
Building, I have visited the site regularly and seen that all the
materials used were of very good standard and the work have been
carried out according to approved plans. I have no complaint at
all and I am fully satisfied.

That I have checked and inspected all the records,
documents, drawing, plans accounts etc. and I am satisfied fully
that title of the property is free, clear and marketable and
there is no hitch or objection at all. All the records are
properly and perfectly kept and all the accounts of society are
proper and correct and I accept them as correct in all respects I
have no complaint of any nature against the Managing Committee of
the society.

I further declare that I shall co-operate with all the
members of the said society and shall abide with all the rules
and regulation and approved bye laws of the said society. I shall
pay all my dues and demands present, past or future to the society
very regularly. I shall also abide to pay the Electric bill &
Municipal Taxes from the date of Completion Certificate issued or
may be issued by concerned Authority.

I once again thanks and express my greetings to the Managing
Committee for their good and excellent work.

Jagdish Pawar
Chairman/Secretary
NAYAN-TARA-A Co-op. Housing
Society Ltd.

Signature _____

Shri/Smt. LAXMIBAI DASHRAT NAIDU

WITNESS:

1) V. G. Savit

2) _____

