



निष्क्रिये ठिकाना : दि. २/०५/९८. सेक्टर - १

वाशी. नवी मुंबई.

अनकालीन मध्य २१८३ कि.मि. ... ५०१

(C)

नाम Smt. Sakaladevi pande

वसने

दिनांक

RB

2 JUN 1998

स्टंप सेंटर

(जी. रोहिणी ए. विरवार)

Tripartite Agreement

Between

CIDCO Ltd

and

Shri Bharat Narayan Sawant

and

श्री कला देवी पांडे

Smt. Sakala Vijanand Pandey

श्री कला देवी पांडे

Signature

Asstt. Estate Officer (CED)
CIDCO LTD.

TRIPARTITE AGREEMENT

This Agreement made at CBD this 11th day of June One Thousand Nine Hundred Ninety eight Between CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

A Company incorporated under the Companies Act, 1956 and Having its Registered Officer at Nirmal, Nariman Point, Mumbai - 400 021, hereinafter referred to as "the Corporation" (which expression shall, unless it be repugnant to the context or meaning thereof, include its successor or successors and assign or assigns) of the First part, Shri/

~~Smt~~ Bharat Narayan Sawant
an Indian Inhabitant residing at A-11/5/19, Sector-2, CBD

in the State of Maharashtra, hereinafter referred to as "The Original Apartment Owner", (which expression shall, unless it be repugnant to the context or meaning thereof,

include his heirs, executors, administrators and permitted assigns) of the Second part and ~~Shri~~/Smt. Sakala Vijanand Pandey Indian Inhabitant,

residing at A-11/5/19, Sector-2, CBD in the State of Maharashtra, hereinafter referred to as

"the Apartment Owner" (which expression shall unless it be repugnant the context or meaning thereof, include his heirs, excutors administrators and permitted assigns) of the Third Part.

WHEREAS by an Agreement made at CBD on 4/5/79 between the Corporation and the Original Apartment Owner (Hereinafter referred to as "the said Agreement"), the Corporation agreed to sell and the original Apartment Owner agreed to buy Apartment/~~Shop~~ No. A-11/5/19 in Sector No. 2 at CBD on the terms and conditions specified therein.

AND WHEREAS the Original Apartment Owner paid to the Corporation a price of Rs. 8,000/- (Rupees. Eight thousand only) and the Corporation delivered the Possession of the said apartment to the Original Apartment Owner in pursuance of the said Agreement.

Contd...2/-

[Signature]
Asstt. Estate Officer (CBD)
CIDCO LTD.

शंकरादेवी पाटे
CC.A. for Shri B. N. शंकरादेवी पाटे

AND WHEREAS THE original Apartment owner requested the Corporation to grant him permission to transfer and assign his rights and intrests in or benefits under the said Agreement to the New Apartment Owner in accordance with condition No. 20 of the said Agreement and to execute the deed of Apartment in favour of the New Apartment Owner in accordance with condition No. 11 of the Agreement, and the Corporation having granted the permission to the Original Apartment Owner agreed to do so on the terms and conditions appearing hereinafter.

NOW IT IS HEREBY AGREED BY AND BETWEEN PARTIES HERE
TO AS FOLLOWS:

1. The Corporation shall, in pursuance of the said agreement and in consideration of the premises contained herein, executed the Deed of Apartment in favour of the New Apartment Owner.
2. The New Apartment Owner shall be substituted for the Original Apartment Owner in the said Agreement and shall have all the rights, obligations, liabilities and equities accordingly thereunder.
3. The original Apartment Owner relinquishes and releases all his rights, title, interests, claims or demands whatsoever in the said Agreement and discharges and Corporation from all obligations or liabilities required to be performed to him by the Corporation or under the said Agreement.

Contd....3/-

[Signature]
Asstt. Estate Officer (CRD)
CIDCO LTD.

[Signature]
(C.A. for Ori Bot. Securit)

[Signature]

4. The Original Apartment Owner indemnifies and saves harmless the Corporation against any loss or damage that may be caused to the Corporation in consequence of this Agreement or the permission granted to him as aforesaid.

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

Signed, sealed and Delivered
By the Corporation at the name of
Shri/Smt. S. D. Pahi

ASSTT. ESTATE OFFICER (CBD)

S. D. Pahi
11/11/98
Asstt. Estate Officer (CBD,
CIDCO LTD.

in the presence of

- 1) Shri/Smt. S. V. Kadam S Signed
2) Shri/Smt. K. G. Patil K

Signed, sealed and Delivered by the
Original Apartment Owner in the
presence of power of Attorney Given
to Shri/Smt. B. N. Sawant

श्री. बी. एन. सावंत
(C.A. In Shri B. N. Sawant)

Signed, Sealed and Delivered by the
New Apartment Owners

Shri/Smt. Sakata Vijanand Pandey श्री. साकता विजानंद सावंत

in the presence of

- 1) Shri/Smt. S. V. Kadam S
2) Shri/Smt. K. G. Patil K

Sl. No. (4)

सिडको

शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

नोंदणीकृत कार्यालय:

'निर्मल', दुसरा मजला, नरिमन पॉईंट,

मुंबई-४०० ०२१

दूरध्वनी: २०२ २४ ८१/२०२ २४ २०/२०२ २५ ७९

फॅक्स: २०२ २५ ०९ • ग्राम: सिआयटीडब्लूआयएन्

टेलेक्स: ०११-८३२१८ सिआयडीसी आयएन्

मुख्य कार्यालय:

'सिडको' भवन, सी.बी.डी., बेलापूर, पोस्ट: कोकण भवन,
नवी मुंबई-४०० ६१४.

दूरध्वनी: ७६७ १२ ४१/४२/४४/७६७ ०९ १६/

७६७ २६ ३१/७६७ १० ६९ • फॅक्स: ७६७ १० ६९

टेलेक्स: ०१३-११२१६ सिडीसीओ आयएन्

संदर्भ क्र.: CIDCO/EMS/AEO(CBD)/2002/1589

दिनांक: 27.08.2002

To,

Smt: Sakala Vijayanand Pandey
A-1/5/19, Sector-2,
C.B.D., Navi Mumbai-

Sub : NOC to mortgage Apartment No.A-1/5/19,
Sector-2, C.B.D., Navi Mumbai.

Sir,

Please refer to your letter dated 26.08.2002 for grant of permission to mortgage the above apartment.

Our Corporation has NO OBJECTION the above apartment No.A-1/5/19, Sector-2, CBD, Belapur, Navi Mumbai being mortgage by you to "STATE BANK OF MYSORE" (CBD, Belapur, Branch) as the loan which you intend to borrow from this institutions, subject to the covenant of Deed of Apartment executed by you with this Corporation on 29..06.1998.

Your's faithfully,

Asstt. Estate Officer
(C.B.D.)

Asst. Estate Officer

Belapur C.B.D

3

55050

CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.

ESTATE MANAGEMENT SECTION,
CIDCO LTD., CIDCO BHAVAN,
1ST FLOOR, C. B. D.
NEW BOMBAY.

REF. NO. : EMS/EO/CBD/ asm

DATE : 8/7/98

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e

Sub : Sale of Apartment No. A-5/19
Sector - 2 at C. B. D. New Bombay.

Tripartite Agreement has been executed by Shri/Smt. Bharat Narayan
Sawant in favour of

Shri/Smt. Sakala Vijayanand Pandey

transferring the above mentioned apartment to Him/her, Apartment No. A-1/5/19

Sector- 2 at C. B. D. New Bombay., is accordingly ordered to be

transferred in the name of Shri/Smt. Sakala Vijayanand Pandey

in the record of out office Shri/Smt. Sakala Vijayanand Pandey

will be liable to pay all amounts that may be legally due in respect of the said

Apartment/Shop with effect from 29/6/98.

[Signature]
Asstt. ESTATE OFFICER

1. A. O. (EMS)
2. AEO (for information and necessary Changes in the Register)
3. S. E. (Water) CIDCO.
4. Maharashtra State Electricity Board.
5. The Secretary A-1/5/ Type apartment owner's Asso. Sect. 2
6. The Seller, Shri/Smt. Baharat Narayan Sawant
A-1/5/19, Sector-2, CBD.
7. The Purchaser, Shri/Smt. Sakala Vijayanand Pandey
A-1/5/19, Sector-2, CBD.



[Signature]
V. A. NIKAR
ADVOCATE & NOTARY
UNION OF INDIA
THANE - 400 601;



नवी मुंबई महानगरपालिका

Navi Mumbai Municipal Corporation

पहिला माळा, बेलापूर भवन, सी.बी.डी.,
नवी मुंबई - ४०० ६१४.
दूरध्वनी क्र. : २७५७ ७० ७०
२७५७ ५७ ००
फॅक्स : २७५७ ३७ ८५

1ST. FLOOR, BELAPUR BHAVAN, C.B.D.,
NAVI MUMBAI - 400 614.
TEL. No. : 2757 70 70
2757 57 00
FAX : 2757 37 85

जा.क्र./नमुंमपा/संसंनर/नरवि/बा.प./प्र.क्र ए - ३३२५/२१७/२००५
दिनांक :- २० / ०९ / २००५.

प्रति,
श्री. वि. वि. पांडे व श्रीम. एस. वि. पांडे
भूखंड क्र. ए - ५/१९, २०, सेक्टर क्र. ०२, सी.बी.डी. बेलापूर, नवी मुंबई.

नस्ती क्र.-नमुंमपा/वि.प्र.क्र.-२४/२००५,

विषय :- भूखंड क्र. ए - ५/१९, २०, सेक्टर क्र. ०२, सी.बी.डी. बेलापूर, नवी मुंबई या जागेत रहिवास कारणासाठी वाढीव बांधकाम परवानगी देणेबाबत.
संदर्भ :- आपले वास्तुविशारद यांचा दि.- ०५-०९-२००५ रोजीचा अर्ज.

महोदय,
भूखंड क्र. ए - ५/१९, २०, सेक्टर क्र. ०२, सी.बी.डी. बेलापूर, नवी मुंबई या जागेत रहिवास कारणासाठी वाढीव बांधकाम परवानगी देणेबाबतचा प्रस्ताव महानगरपालिकेस वरील संदर्भाधिन पत्रान्वये प्राप्त झालेला आहे. संदर्भाधिन जागेत रहिवास उपयोगासाठी वाढीव बांधकाम परवानगी मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ च्या कलम २५३ व २५४ तसेच महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ च्या कलम ४५(१)(३) मधील तरतुदीनुसार मंजूर करण्यात येत आहे. बांधकाम प्रारंभ प्रमाणपत्र सोबत नियोजित बांधकामासाठी जोडीत आहे. तसेच खाली नमुद केलेल्या बाबींची नोंद घ्यावी.

पाणी पुरवठा व मलनिःसारण सुविधा आवश्यक शुल्क भरणा केल्यानंतर उपलब्ध करुन देण्यात येतील.

रस्त्यावर व गटारीत बांधकाम साहित्य पडणार नाही याची दक्षता घेण्यात यावी. अशाप्रकारे बांधकाम साहित्य रस्त्यावर आढळून आल्यास आपणास रितसर दंड भरावा लागेल . तसेच बांधकाम परवानगी रद्द करण्याबाबतची कार्यवाही सुद्धा करण्यात येईल याबाबतची नोंद घ्यावी.

बांधकाम सुरु असताना जागेवरील रिकामे गाळे/सदनिका यांची संरक्षणाची जबाबदारी संबंधित जमिनमालक/भूखंडधारक/गाळेधारक यांची राहिल. तसेच अर्धवट बांधलेल्या जागेचा गैरवापर होऊ नये म्हणुन संबंधित भूखंड धारकाने कुंपण भित बांधुन त्या ठिकाणी अनुचित प्रकार होणार नाही याची दक्षता घ्यावी. गैरकृत्य करताना आढळल्यास संबंधितांवर कायदेशिर कार्यवाही करण्यात येईल याची नोंद घ्यावी.

भूखंड सखल भागामध्ये असल्यास जमीनीची पातळी (Ground Level) भरणी करुन उंच करावी. जमीनीची पातळी ही रस्ता आणि Sewer Line यांच्यापेक्षा उंचावर असली पाहिजे. सांडपाणी, पावसाळ्याचे पाणी आणि मल यांचा निचरा योग्यपणे होऊन भूखंडामध्ये पाणी साचणार नाही अशी भूखंडाची पातळी तयार करावी.

इमारतीचे बांधकाम मंजूर नकाशाप्रमाणेच करण्यात यावे. बांधकामामध्ये फेरफार अथवा वाढीव बांधकाम करावयाचे असल्यास महाराष्ट्र प्रादेशिक व नगररचना अधिनियमातील तरतुदीनुसार सुधारित बांधकाम नकाशे मंजूर करुन घेणे आवश्यक आहे. मंजूर नकाशा व्यतिरिक्त बांधकाम केल्यास ते कायद्यातील तरतुदीनुसार कारवाईस पात्र राहिल याची कृपया नोंद घ्यावी.

बांधकाम सुरु करताना कामाचे नाव,बांधकाम परवानगीची तारीख,वास्तुविशादाचे नाव,जमिन मालकाचे नाव ठेकेदाराचे नाव,बांधकाम क्षेत्र इ. बाबी दर्शविणारा फलक लावण्यात यावा. महानगरपालिकेस माहीतीसाठी ठेकेदाराचे नाव व दुरध्वनी क्रमांक इ. बाबतचा तपशिल काम सुरु केल्यानंतर या कार्यालयास पाठविण्यात यावा हि विनंती.

मा - ल - टी - ४ - ८ यांचे माध्यमेने
प्रत माहीतीसाठी:-

- १) जयंत सहस्रबुध्दे , वास्तुविशारद
१११, विद्या कॉम्प्लेक्स, से . ११, सी.बी.डी. बेलापूर, नवी मुंबई.
- २) उप-आयुक्त-उपकर,नमुंमपा, कोपर खैरणे
- ३) उपकर निर्धारक व संकलक, नमुंमपा, तुर्भे
- ४) उप - आयुक्त, (अतिक्रमण), नमुंमपा.
- ५) विभाग अधिकारी,नमुंमपा, बेलापूर

आपला

सहाय्यक संचालक नगररचना
नवी मुंबई महानगरपालिका



“जन्म असो वा मरण आवश्यक नोंदणीकरण”

9

NAVI MUMBAI MUNICIPAL CORPORATION
COMMENCEMENT CERTIFICATE

NO: NMMC/TPD/BP/Case No. A - 3325/217/2005

DATE: - 20 / 01 / 2005

Permission is hereby granted under Section 45(1) (iii) of the Maharashtra Regional & Town Planning Act, 1966 and Section 253 & 254 of the Bombay Provincial Municipal Corporation Act, 1949, Shri V.V. Pande & Smt. S. V. Pande on Plot No. A - 5/19, 20, Sec - 02, C.B.D. Belapur, Navi Mumbai. As per the approved plans and subject to the following conditions for the development work of the proposed Building.

Total Built Up Area = R -77.66m² (Additional Built up area 39.22m² F.S.I. = 1.00 (Residential))

1) **The Certificate is liable to be revoked by the Corporation if:**

- a) The development work in respect of which permission is granted under this Certificate is not carried out or the use there of is not in accordance with the sanctioned plans.
- b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Corporation is contravened.
- c) The Municipal Commissioner is satisfied that the same is obtained by the Applicant through fraud & misrepresentation and the Applicant and /or any person deriving title through or under him, in such and event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966.

2) **THE APPLICANT SHALL :**

- a) Give a notice to the Corporation on completion up to plinth level and 7 days before the commencement of the further work.
 - b) Give written notice to the Municipal Corporation regarding completion of work.
 - c) Obtain an Occupancy Certificate from the Municipal Corporation.
- 3) Allow the Officers of the Municipal Corporation to enter the building or premises for which the permission has been granted at any time for the purpose of enforcing the Building control Regulations and conditions of this Certificate.

The structural design, building materials, plumbing services, fire protection, electrical installation etc. shall be in accordance with the provision (except for provision in respect of floor area ratio) as prescribed in the National Building Code amended from time to time by the Indian Standard institutions.

- 4) The Certificate shall remain valid for a period of one year from the date of issue and can be further revalidated as required under provision of Section M. R. & T. P Act, 1966. This commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not be any subsequent applicant for fresh permission under Section 44 of the Maharashtra Regional & Town Planning Act, 1966.
- 5) The condition of this Certificate shall be binding not only on the Applicant but also its successors and every person deriving title through or under them.
- 6) A certified copy of the approved plans shall be exhibited on site and the Name Board showing name of Owner, Architect, Builder & Structural Engineer, Ward No., Sector No., Plot No., Survey No., Area of Plot., No. of flats, Built-up Area, Commencement Certificate No. & Date shall be installed on site.
- 7) The plot boundaries shall be physically demarcated immediately and the intimation be given to this section before completion of plinth work.

- 8) The amount of S.D. Rs. 1,212/- S.D. Rs. 870/- for Mosquito Prevention's. Rs. 870/- for debris & S.D. Rs. 500/- for Tree Plantation deposited with NMMC as Security Deposit shall be forfeited either in whole or in part at the absolute discretion of the corporation for breach of any other Building Control Regulation and condition attached to the permission covered by the Commencement Certificate. Such a forfeiture shall be without prejudice to any other remedy or right of the Municipal Corporation.
- 9) You shall provide overhead water tank on building & underground water tank in two compartments, one for drinking water & another for other than drinking water. It should conform to the standards applicable in this behalf.
- 10) You should approach to the Executive Engineer, M.S.E.B. for the power requirement location of transformer if any, etc.
- 11) Every plot of land shall have at least 1 tree for every 100 Sq.M. or part thereof of the plot area.
- 12) For all building of non-residential occupancies and residential building with more than 16M. height. Following additional conditions shall apply :-
 - a) The staircase shall be separated by fire resistance walls and doors from rest of the buildings.
 - b) Exit from lift lobby shall be through a self closing smoke stop door.
 - c) There shall be no other machinery in the lift machinery room.
 - d) For centrally air conditioned building area of external open able windows on a floor shall be minimum 2.5 % of floor area.
 - e) One of the lift(Fire lift) shall have a minimum loading capacity of 6 persons. It shall have solid doors. Lights shall not be designed in the staircase wall.
 - f) Electrical cables etc. shall in separate ducts.
 - g) Alternate sources of electric supply or a diesel generator set shall be arranged.
 - h) Hazardous material shall not be stored.
 - i) Refuse stamps or storage places shall not be permitted in the staircase wall.
 - j) Fire fighting application shall be distributed over the building.
 - k) For building upto 24 M. Height capacity of underground storage tank and overhead storage shall be 50,000 ltrs. and 10,000 ltrs respectively. Wet rises shall be provided. Pump capacity 1000 ltrs./min and 250 ltrs/min. respectively.
For building with height above 24 mtrs., the figures shall be 75000 ltrs. and 20,000 ltrs. and the pump capacity of 1350 ltrs/min and 450 ltrs/min respectively.
- 13) Recreation ground or amenity open space be developed before submission of Building Completion Certificate.
- 14) No work should be started unless the existing structures are to be demolished.

- 15) Applicant/Architect should strictly follow all the conditions of lease agreement. Owner & Architect will be held responsible for breach of any condition of lease Agreement.
- 16) The Owner & the Architect and Structural Engineer concerned are fully responsible for the Construction quality of the building as per approved building plan. Structural design, Stability building construction quality, which should confirm to withstand an earthquake of Highest intensity in seismic zone IV.
- 17) The Occupancy Certificate for the proposed building will not be granted unless the house Drainage lines are connected to the Municipal Main Sewer lines to the satisfaction of Municipal Authority as well as proper demarcation of parking spaces with oil paints, Plantation of trees and provision of garbage bin on the site.
- 18) Application for completion/occupation Certificate shall be accompanied with the plan as per construction done on the site.
- 19) The building material or earth removed from the trenches should not be dumped or stored on municipal road. If found so you are liable to fine as well as cost of lifting & transportation to dumping ground.
- 20) The building constructed should not be occupied without obtaining the Occupation Certificate. Otherwise you will be fined.
- 21) This Commencement Certificate is valid up to plinth level only. The further order will be given after the plinth is inspected.
- 22) The applicants should fulfil all the health related provisions mentioned in the "Implementation of Ant larval & Mosquito Prevention Activities during and after construction and Tree Authority Bye-Laws 1966 ". The special mention is for mosquito prevention activities, construction of over-head tanks, debris removal and the sanitary conditions of drainage etc.
- 23) The construction work shall be completed before 1 Year as per conditions mentioned in agreement & must be applied for O.C. with all concerned NOC.
- 24) Window sill level must be at 0.90 M. height. The difference between chajja level & slab level must be 0.50 M. minimum.
- 25) Wherever parking is provided in stilts minimum distance between compound wall and the outer side of the column towards compound wall shall be 4.00 mts. for easy manoeuvring of vehicles.
- 26) The Owner & the architect are fully responsible for any Ownership. Area & Boundary disputes. In case of any dispute Navi municipal corporation will not be responsible.

As Approved by ADTP


Assistant Director of Town Planning
Navi Mumbai Municipal Corporation.
Navi Mumbai.

