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10.11



Monday, November 28, 2011

4:33:12 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 11817

गावाचे नाव उलवे

दिनांक 28/11/2011

दस्तऐवजाचा अनुक्रमांक पवल3 - 11617 - 2011

दस्ता ऐवजाचा प्रकार भाडेपट्टा



सादर करणाराचे नाव: तुळसीराम रामचंद्र भोईर - -

नोंदणी फी	:-	100.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (27)	:-	540.00
एकूण	रु.	640.00

आपणास हा दस्त अंदाजे 4:47PM ह्या वेळेस मिळेल

दुय्यम निबंधक
सह दु.नि.पनवेल 3

बाजार मूल्य: 8750 रु. मोबदला: 8750 रु.
भरलेले मुद्रांक शुल्क: 600 रु.

मूळ दस्त परत मिळाला

यशकायची सही

मूळ दस्त परत दिला

लिपिक,
दुय्यम निबंधक, पनवेल-3

24/12 2

NILESH BHOJANE STAMP VENDOR
LICENCE NO. 3/2001 (THANE)
C-2/5/0-1, Sec-2, Vashi, Navi Mumbai - 400 703
Tel.: 27823616 / 27820099

Sr. No. _____ Date: 15/11/2011
Name: Tubiram Ramchandra Bhoir.
Through: Ganesh.

Sr. No.	Amt.	Nos.	Total Amt.
75675	500	1	500
78	100	3	300
TOTAL			800/-



प व ल-३
११६१६ २०११
१ / २६



महाराष्ट्र MAHARASHTRA

D 016419



जिल्हा कोषागार कार्यालय,
ठाणे.
- 9 NOV 2011
मुद्रांक प्रमुख लिपिक/लिपिका

निर्मल स्टॅम्प वेन्डर

विक्रीचे ठिकाण सी-२/५/०९, सेक्टर २,
वाशी, नवी मुंबई ४०० ७०३.
परवाना क्र.३/२००९ (ठाणे)
अनु. क्र. नं. 75675 टेली. क्र. 27823616
नाव: Tulshiram Rameshchandra Bhoir.
हस्ता: Ganesh.

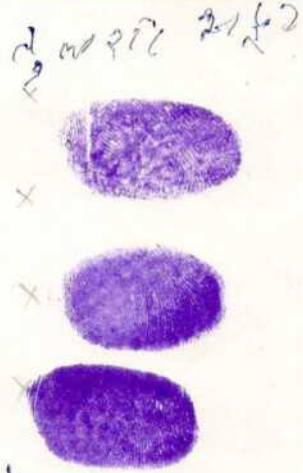
प १११-३
एन.सी. भोवने
११६१६
२/१२/११

15 NOV 2011



AGREEMENT TO LEASE
BETWEEN
CITY AND INDUSTRIAL DEVELOPMENT (The
CORPORATION OF MAHARASHTRA LTD.) Corporation.
CIDCO BHAVAN CBD BELAPUR
NAVI MUMBAI

1. Shri Tulshiram Rameshchandra Bhoir
2. Shri Krishna Rameshchandra Bhoir
3. Smt. Anusaya Chandrakant Thakur
4. Smt. Kundha Eknath Thakur
5. Smt. Vanita Madhukar Ghosant



Development Officer & Adm. Chief
Land & Survey Officer No. 1, (Parvel)
CIDCO Ltd., Navi Mumbai.

वनीता म घरत



महाराष्ट्र MAHARASHTRA

EV 580998



जिल्हा कोषागार कार्यालय,
ठाणे.
- 5 NOV 2011
मुद्रांक मुख्य लिपीक/लिपीक

निर्मल स्टॅम्प वेन्डर

विद्रोचे ठिकाण सी-२/५/०१, सेक्टर २,
वाशी, नवी मुंबई ४०० ७०३.

परवाना क्र.३/२००१ (असे)

अनु. क्र. नं. 75678 टेली. क्र. 27823616

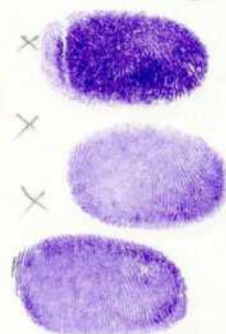
नाम: Tulshiram Rameshchandra Bhoir.

पत्ता: Ganesh.

AGREEMENT TO LEASE
BETWEEN
CITY AND INDUSTRIAL DEVELOPMENT (The
CORPORATION OF MAHARASHTRA LTD.) Corporation
CIDCO BHAVAN CBD BELAPUR
NAVI MUMBAI
AND

15 NOV 2011
पं. क्र. ३
७७६५ २०११
३ / २६०

- 1) Smt. Tulshiram Rameshchandra Bhoir
- 2) Smt. Krishna Rameshchandra Bhoir
- 3) Smt. Anusuya Chandrakant Thakur
- 4) Smt. Kunda Eknath Thakur
- 5) Smt. Vamita Madhukar Ghurad



वर्नीता म धरत

Development Officer & Addl. Chief
Land & Survey Officer No. 1, (Panvel)
CIDCO Ltd., Navi Mumbai.

**CITY AND INDUSTRIAL DEVELOPMENT
CORPORATION OF MAHARASHTRA LIMITED**

**AGREEMENT TO LEASE
(Residential Purpose)
Plot allotted under 12.5% scheme**

File No.	1851
Node	U1w2
Sector	13
Plot No.	C-2
Area	699.89 M ²

AN AGREEMENT made at CBD, Belapur, Navi Mumbai, the 28th day of November Two thousand Eleven

BETWEEN CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, a Company incorporated under the Companies, Act, 1956 (1 of 1956) and having its registered office at Nirmal, 2nd Floor, Nariman Point, Mumbai - 400 021. (hereinafter referred to as "the Corporation" which expression shall where the context so admits, be deemed to include its successors and assigns) of the

One Part AND (1) Name of Person/s _____

(Address and Occupation) _____

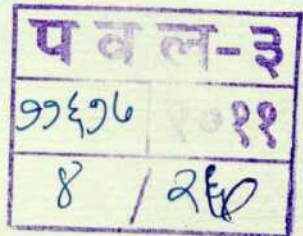
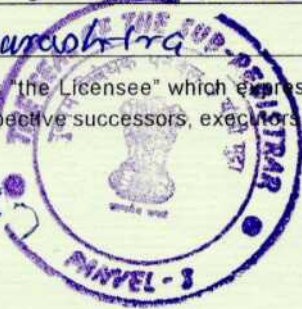
hereinafter referred to as "the Licensee" which expression shall, where context so admits, be deemed to include his heirs, executors, administrators and representatives.)

- (2) Name of the Person
- 1) Shri Tulshiram Ramchandra Bhoir
 - 2) Shri Krishna Ramchandra Bhoir
 - 3) Smt. Anusaya Chandrakant Thakur.
 - 4) Smt. Kunda Eknath Thakur.
 - 5) Smt. Vanita Madhukar Garat.

of (Address and Occupation) At: Chenanagar, Post: Mira,
Tal. & Dist: Thane,
Maharashtra

(hereinafter collectively referred to as "the Licensee" which expression shall, where the context so admits, be deemed to include their respective successors, executors, administrators of the Other Part.

1) श्री तुलशिराम भोईर
2) श्री कृष्ण भोईर
3) स. अनुसाय चंद्रकांत ठाकूर
4) स. कुंदा एकनाथ ठाकूर
5) स. वनिता मधुकर गराट



[Signature]
Development Officer & Addl. Chief
Land & Survey Officer No. 1, (Panvel)
CIDCO Ltd., Navi Mumbai.

WHEREAS

- (a) The Corporation is the New Town Development Authority declared for the area designated as a site for the new town of Navi Mumbai by Government of Maharashtra in exercise of its powers under Subsection (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act 1966 (Maharashtra XXXVII of 1966 (hereinafter referred to as "the said Act").
- (b) The State Government in pursuant to section 113(A) of the said Act, acquiring lands described therein and vesting such lands in the Corporation for development and disposal.
- (c) The Licensee has by his application dt. 22-01-2004 requested the Corporation to grant lease of a piece or parcel of land so acquired and vested in the Corporation by the State Government and described hereinafter.
- (d) The Corporation has consented to grant to the Licensee a lease of all that piece or parcel of land described in the Schedule hereunder written and more particularly delineated on the plan annexed hereto and shown thereon by a red colour boundary line and containing by measurement 699.89 - sq. Mtrs. or thereabout (hereinafter referred to as "the said land"), for the purpose of constructing a building or buildings for residential users and has permitted the Licensee to occupy; the said land from the date hereof on the terms and conditions hereinafter contained.
- (e) The Licensee has before the execution of this Agreement paid on the 14-11-2011 to the Managing Director of the Corporation hereinafter referred to as the Managing Director, which expression shall include any other officer of the Corporation as may be notified by the Corporation from time to time by a general or special order, a sum of Rs. 8750/- (Rupees Eight thousand Seven hundred fifty only) being the full premium agreed to be paid by the Licensee to the Corporation.
- (f) The intending Lessee / Lessee unconditionally agree to pay the additional lease premium of the land, which will be increased in the event reference court / Special Land Acquisition Officer makes any enhancement in compensation in pursuance to the claims submitted under section 18 or 28(a) of the Land Acquisition Act, since the lease premium at the time of agreement / lease has been worked out on the basis of compensation awarded by the concerned special Land Acquisition Officer under section 11 of the Land Acquisition Act, 1894.

The said additional payment will be made immediately within 15 days from the date of receipt of demand notice of the Corporation, failure to pay this additional lease premium the Corporation is

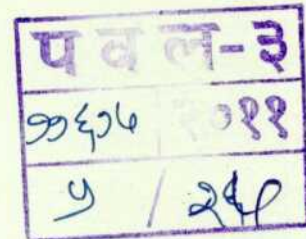
1) पवेल-३


2) 

3) 

4) 

5) अमीला म. शर्मा




Development Officer & Addl. Chief
Land & Survey Officer No. 1, (Panvel)
CIDCO Ltd., Navi Mumbai.

entitled to terminate the agreement to lease / lease and resume the land alongwith standing structure, if any.

THIS AGREEMENT WITNESS AND NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS :

GRANT OF LICENSE:

1. During the period of Four years from the date hereof, the Licensee shall have License and authority only to enter upon the said land for the purpose of erecting a building or buildings for residential purpose and for no other purpose and until the grant of lease as provided hereinafter, the Licensee shall be deemed to be a mere Licensee of the said land at the same rent and subject to the same terms including the liability for payment of service charges to the Corporation as if the lease has been actually executed.

NOT A DEMISE:

2. Nothing in these presents contained shall be construed as demise in law of the said land hereby agreed to be demised or any part thereof so as to give to the Licensee any legal interest therein until the lease hereby provided shall be executed and registered by the Licensee shall only have a licence to enter upon the said land for the purpose of performing this Agreement.
3. The Licensee hereby agrees to observe and perform the stipulations following, that is to say.
 - (a) The allotted plot is for residential user. However, commercial use upto 15% of the permissible FSI shall be allowed.

SUBMISSION OF PLANS FOR APPROVAL:

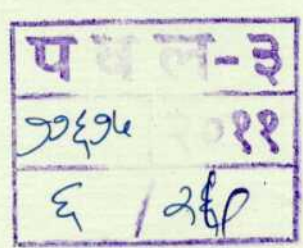
(aa) That he/they will within six months from the date hereof, submit to the Town Planning Officer of the Corporation / NMMC for his approval the plans, elevations, sections, specifications and details of the buildings hereby agreed by the Licensee to be erected on the said land and the Licensee shall at their own cost and as often as he/they/it may be called upon to do so, amend, all or any such plans and elevations and if so required, will produce the same before the Town Planning Officer and will supply him such details as may be called for of the specifications and when such plans, elevations, details and specifications shall be finally approved by the Town Planning Officer and signed by the Licensee shall sign and leave with him three copies thereof and also three copies of any further conditions or stipulations which may be agreed upon between the Licensee and the Town Planning



1) [Handwritten signature]



5) [Handwritten signature]



Development Officer & Addl. Chief
 Land & Survey Officer No. 1, (Panvel)
 CIDCO Ltd., Navi Mumbai.

Officer, Provided that the building or buildings hereby agreed by the Licensee to be so constructed shall not be less than 50% of the permissible Floor Space Index under the provisions of General Development Control Regulations for Navi Mumbai, 1975. The maximum permissible floor space index as defined by the General Development Control Regulations for Navi Mumbai 1975 and also the 12.5% Scheme shall be applicable.

FENCING DURING CONSTRUCTION :

- (b) That the said land shall be fenced properly by the Licensee at his/their/its expenses within a period of **2 months** from the date hereof. The Licensee shall not encroach upon any adjoining land, road, pathway or footpath of the Corporation in any manner whatsoever. Any such encroachment shall be deemed to be a breach of this Agreement. Without prejudice to the generality of the rights and remedies of the Corporation in respect of such breach, the Managing Director shall be at liberty to remove or cause to be removed any such encroachment at the risk and cost of the Licensee and dispose of any tool, instrument, material or thing involved in such encroachment and to recover expenses of such removal and disposal from the Licensee.
- bb) The Licensee is aware that the Corporation has not provided to the said land physical infrastructure such as power, water, sewerage and **pucca** road and the Licensee further agrees to submit to the Town Planning Officer of the Corporation of his approval the plans, elevation, action, specification and details of the building hereby agreed by the Licensee to be erected within the time limit prescribed under the condition herein before stated. The Licensee further agrees that he will set no defence for his failure to submit the plans within the time limit prescribed, only on the ground that the Corporation has not provided an physical infrastructure, such as power, water, sewerage and pucca road. No water shall be provided or made available by the corporation for the construction of the intended building. The Licensee hereby agrees to make his/her/their own arrangement for water to be used for erection of the intended building on the said land.

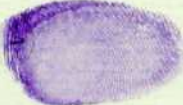
NO WORK TO BEGIN UNTIL PLANS ARE APPROVED -

- (c) That no work shall be commenced or carried on, which infringes the General Development Control Regulations for Navi Mumbai, 1975 or any other law for the time being in force as regards to construction of a building or buildings on the said land and until the said plans, elevations, sections, specifications and details shall have been so approved as aforesaid and thereafter he/they/it shall not make any alterations or additions thereto unless such alterations and additions shall have been in like manner approved previously.

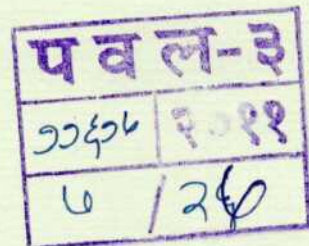
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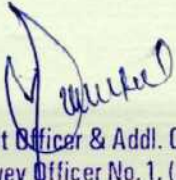
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ब) 

क) 

३) नवीना म धरत




Development Officer & Addl. Chief
Land & Survey Officer No. 1, (Panvel)
CIDCO Ltd., Navi Mumbai.

THE LIMITS FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION WORK:

- (d) That he/she/they/it shall within a period of 12 months from the date hereof, commence and within a period of Four years from the date hereof at his/their/its own expense and in a substantial and workman-like manner and with new and sound materials and in compliance with the said Development Control Regulations for Navi Mumbai 1975 and any other law, for the time being in force and in strict accordance with the approved plan, elevations, sections, specifications and details to the satisfaction of the Town Planning Officer and complete the building as per lines marked on the plans and completely finish fit for occupation the building to be used as residential building, with all requisite drains and other proper convenience thereto. Provided that the building or buildings hereby agreed by the Licensee to be so constructed shall not be less than 50% of the permissible floor space index under the provisions of the General Development Control Regulations for Navi Mumbai 1975, and also the other laws in force.

RATE AND TAXES:

- (e) That he/she/they/it will pay all rates, taxes, charges, claims and outgoing chargeable against an owner or occupier in respect of the said land and any building erected thereon.

PAYMENT OF SERVICE CHARGES:

- (f) That he/she/they/it will, on the efflux of four years from the date hereof or from the date of obtaining a Completion and Occupancy Certificate from the Corporation whichever is earlier, make to the Corporation a yearly payment at the rate as may be determined and notified from time to time by the Corporation as his/their/its contribution to the cost of establishing and maintaining civic amenities such as road, water, drainage, sewerage for the said and regardless of the extent of benefit derived by him/them/it from such amenities, provided that no payment shall be made one year after such civic amenities have been transferred to a local authority constituted under any law for the time being in force. The payment hereunder shall be paid on the first day of April in each year or within 30 days therefrom.

PAYMENT OF LAND REVENUE:

- (g) That he/she/they/it shall pay the land revenue and cesses assessed or which may be assessed on the said land.

INDEMNITY:

- (h) That he/she/they/it will keep the Corporation indemnified against any land all claims for damage which may be caused to any adjoining buildings or other premises in consequence of the execution of the aforesaid works and also against all payments whatsoever, which during the progress of the work may become payable or be demanded by any Local Authority or authority in respect of the said works or of anything done under the authority herein contained.

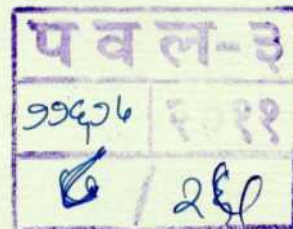
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वर्तमान म. ए. २०



[Signature]
Development Officer & Addl. Chief
Land & Survey Officer No. 1, (Panvel)
CIDCO Ltd., Navi Mumbai

SANITATION :

- (i) That he/she/they/it shall observe and conform to the General Development Control Regulations for Navi Mumbai, 1975 or any other law for the time being in force relating to public health and sanitation and shall provide sufficient latrine, accommodation and other sanitary arrangement for the labourers and workmen employed during the construction of, the buildings on the said land in order to keep the said land and its surroundings clean and in good condition to the entire satisfaction of the Managing Director and shall not, without the consent in writing of the Managing Director, permit any labourers or workmen to reside upon the said land and in the event of such consent being given, shall comply strictly with the terms thereof.

EXCAVATION :

- (j) That he/she/they/it will not make any excavation upon any part of the said land or remove any stone, earth or other material therefrom except so far as may, in the opinion of the Managing Director be necessary for the purpose of forming the foundation of the building and compound walls and executing the works authorised by this Agreement.

NOT TO AFFIX OR DISPLAY SIGN-BOARDS, ADVERTISEMENT ETC. :

- (k) That he/she/they/it shall not affix or display or permit to be affixed or displayed on the said land or buildings erected thereon any sign boards, sky-signs, neo-sign or advertisements painted or illuminated or otherwise unless the consent in writing of the Managing Director shall have previously been obtained thereto.

NOISANCE :

- (l) That he/she/they/it shall not at any time do, cause or permit any nuisance in or upon the said land and in particular shall not use or permit the said land to be used for what is not granted.

INSURANCE:

- (m) That he/she/they/it shall as soon as any building to be erected on the said land is completed and roofed, insure and keep insured the same in his/their/its name against damage by fire for an amount equal to the cost of such building and shall on request produce to the Managing Director a policy or policies of insurance and receipts for the payment of last premium and shall forthwith

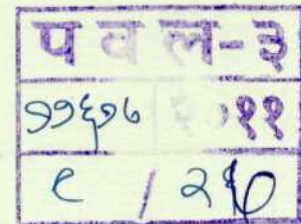
१) दृग्गोचर अथवा अदृग्गोचर

२) [Redacted]

३) [Redacted]

४) [Redacted]

५) अदृग्गोचर अथवा दृग्गोचर



[Signature]
 Development Officer & Addl. Chief
 Land & Survey Officer No. 1, (Pavel)
 CIDCO Ltd., Navi Mumbai.

RECOVERY OF ANY SUM DUE TO THE CORPORATION :

- (n) Where any sum payable to the Corporation by the Licensee under this Agreement is not paid, the Corporation shall be entitled to recover such sum as arrears of land revenue, pursuant to paragraph 6 of the schedule to the said Act. Whether any sum is so payable by the licensee, shall be determined by the Corporation and every determination by the Corporation in this behalf shall not be disputed by the Licensee and shall be final and binding upon him/them/it,

RESTRICTION AGAINST APPOINTMENT OF AGENT BY A POWER OF ATTORNEY OR OTHERWISE:

- (o) The Licensee shall not appoint any person as his/their/its agent by a power of Attorney or otherwise, for the purpose of this Agreement except his/her/their spouse, father, mother, brother, sister or a major child and if the Licensee shall be a Company, Society or such body Corporate, its officer or Servant.

RESTRICTION AGAINST TRANSFER OF ASSIGNMENT :

- (p) The land shall not be assigned mortgaged, underlet sublet or otherwise transfer wholly or partly or his/their/its interest therein or part wholly or partly or permit any person to use wholly or partly the land hereunder mentioned without express written permission of the Corporation. The Corporation will grant permission to transfer the land on such terms & conditions which will be determined from time to time by the Corporation.

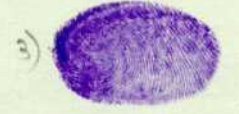
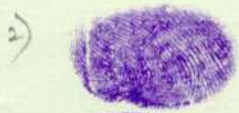
ADDITIONAL CONDITION OF SOLID WASTE MANAGEMENT :

- a) The Licensee/Lessee shall keep two streams of waste, one for food waste and biodegradable waste and another for recyclable waste such as papers, plastic, metal, galls, bags, etc.
- b) The Licensee/Lessee shall identify locations for composting and disposal of waste within their complex.
- c) The Licensee/Lessee shall ensure that no domestic/institutional waste shall be thrown on the streets, foot-paths, open spaces, drains or water bodies.
- d) Licensee/Lessee shall make separate arrangement for disposal of toxic or hazardous household waste such as used batteries, Containers for chemicals and pesticides, discarded medicines, and other toxic or hazardous household waste.
- e) The Licensee shall ensure proper segregation and storage of household waste in two separate bins/containers for storage of food water/bio-degradable waste and recyclable waste.

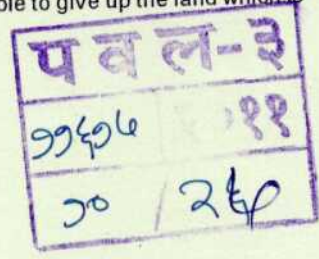
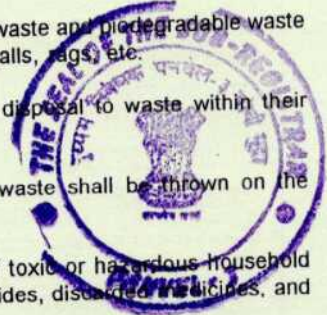
DECLARATIONS :

The Licensee declares that he/she or his blood relations has not encroached upon the Corporation's land or otherwise not made any unauthorised construction on the Corporation's land and further covenant with the Corporation that in future he/she will not made encroachment or otherwise made any unauthorised construction upon the Corporation's land. If he/she or his/her relative is found with encroachment or made any encroachment after the allotment of plot, then he/she shall be liable for further criminal/civil action against such encroachment and also liable to give up the land which is free from encumbrances to Corporation with own risk.

1) ३०/२६



2) ३०/२६



(Signature)
 Development Officer & Addl. Chief
 Land & Survey Officer No. 1, (Panvel)
 CIDCO Ltd., Navi Mumbai.

PAYMENT OF INFRASTRUCTURE OF DEVELOPMENT CHARGES :

That he/she/they It shall pay to the Executive Engineer (Building Permission) and Additional Town Planning Officer the infrastructure development charges at the rate as may be determined from time at the time of submitting the plans buildings to the Additional Town Planning Officer.

RAIN WATER HARVESTING :

Rain Water Harvesting in a building site includes storage or recharging into ground of rain water filing on the terrace or on any paved or unpaved surface within the building site.

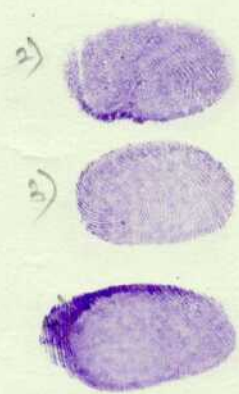
The following systems may be adopted for harvesting the rain water Drawn from terrace and the paved surface.

- (i) Open well of a minimum of 1.00 mt. dia and 6mt. in depth into which rain water may be channeled and allowed after filtration for removing silt and floating material, The well shall be proved with ventilating covers. The water from the open well may be used for non'potable domestic purposes such as washing, flushing and for watering the gardern etc.
- (ii) Rain Rain water harvesting for recharge of ground water may be done through a bore well around which a pit of one metre width may be excavated upto a depth of of at least 3.00 mt. and refilled with stone aggregate and sand. The filtered rain water may be channeled to the refilled pit for recharging the borewell.
- (iii) An impervious surface / underground storage tank of required capacity may be constructed in to setback or other open space and the rain water may be channeled to the storage tank. The storage tank shall always be provided with ventilating covers and shall have draw off taps suitably placed so that the rain water may be drawn off for domestic, washing gardening and such other purposes. The storage tanks shall be provided with an overflow.

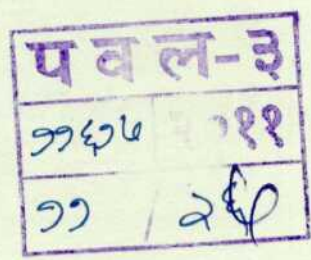
The surplus rain water after storage may bo recharged into ground through percolation pits or trenches or combination of pits and trenches. Depending on the geomorphological and topographical condition, the pits may be of the size of 1.20 mt. width X 1.20 mt. length X 2.00 mt. to 2.50 mt. depth. The trenches can be of 0.60 mt. width X 2.00 to 6.00 mt. length X 1.50 to 2.00 mt. depth. Terrace water shall be channeled to pits or trenches. Such pits or trenches shall be back filled with filter media comprising the following materials.



Handwritten text in Devanagari script: १) रूपा २७८ ३५३



Handwritten text in Devanagari script: ५) ऑफिस जस्टिफ



Development Officer & Addl. Chief
Land & Survey Officer No. 1, (Panvel)
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- a) 40 mm stone aggregate as bottom layer upto 50% of the depth;
- b) 20 mm stone aggregate as lower middle layer upto 20% of the depth
- c) Coarse Sand as upper middle layer upto 20% of the depth;
- d) A thin layer of fine sand as top layer.
- e) Top 10% of the pits / trenches will be empty and a splash is to be provided in this portion in such a way that roof top water falls on the splash pad.
- f) Brick masonry wall is to be constructed on the exposed surface of pits/trenches and the cement mortar plastered. The depth of wall below ground shall be such that the wall prevents loose soil entering into pits/trenches. The projection of the wall above ground shall atleast be 15 cms.
- g) Perforated concrete slabs shall be provided on the pits/trenches
- h) If the open space surrounding the building is not paved, the top layer upto a sufficient depth shall be removed und refilled with coarse sand to allow percolation of rain water into ground.

The terrac shall be connected to the open well / borewell / storage tank/recharge pit / trench by means of HDPE/PVC pipes through filter media. A valve system shall be provided to enable the first washings from roof or terrace catchment, as they would contain undersirable dirt. The mouths of all pipes and opening shall be covered with mosquito (insect) proof wire net. For the efficient discharge of rain water, there shall be at least two rain water pipes of 100 mm dia mtr. for a roof area of 100 sq. mt.

Rain water harvesting structures shall be sited as not to endanger the stability of building or earthwork. The structures shall be designed such that no dampness is caused in any part the walls or foundation of the building or those of an adjacent / building.

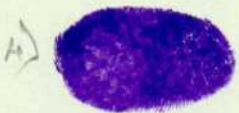
The water so collected / recharged shall as far as possible be used for non-drinking and non-cooking purpospe.

provided that when the rain water in exceptional circumstances will be utilized for drinking and/or cooking purpose, it shall be ensured that proper filter arrangement and the separate outlet for by passing the first rain water has been provided.

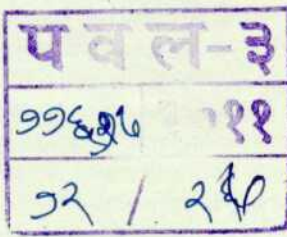
Provided further that it will be ensured that for such use, proper disinfectants and the water purification arrangements have been made.



1) मृदा प्रतिकूलता



5) कमीला म धरत



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THE LICENSEE HEREBY AGREES TO OBSERVE & PERFORM THE STIPULATIONS FOLLOWING THAT IS TO SAY-

- (q) a) The allotted plot for residential user, however commercial use up to 15% of the permissible F.S.I. shall be allowed.

POWER TO TERMINATE AGREEMENT :

4. Should the Town Planning Officer not approve the plans elevations, sections, specifications and details whether originally submitted within the time hereinbefore stipulated, the Managing Director may by notice in writing to the Licensee, revoke the licence and re-enter upon the said land and thereupon the licence shall come to an end.

POWER OF CORPORATION:

5. Until the building and works have been completed and certified as completed in accordance with Clause (7) thereof, the Corporation shall have the following rights and powers

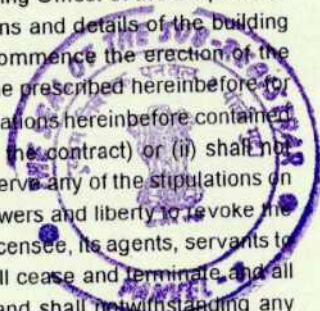
(a) RIGHT :

The right of the Managing Director and Officer and servants of the Corporation acting under his directions at all reasonable time to enter upon the said land to view the state and progress of the work and for all other reasonable purpose.

TO RESUME LAND :

(b) POWER :

- (i) in case the Licensee (1) shall fail to submit to the Town Planning Officer of the Corporation for his approval the plans, elevations, sections, specifications and details of the Building agreed by the Licensee to be erected on the said land to commence the erection of the said building and to complete the said building within the time prescribed hereinbefore for the performance of each act and in accordance with the stipulations hereinbefore contained (time in each respect being intended to be the essence of the contract) or (ii) shall not proceed with the works with due diligence or shall fail to observe any of the stipulations on his part herein contained, the Corporation shall have the powers and liberty to revoke the licence hereby granted to the Licensee and to restrain the Licensee, its agents, servants to enter upon the said land and thereupon this Agreement shall cease and terminate and all erections and materials, plants and things upon the said land shall notwithstanding any enactment for the time being in force to the contrary belong to the Corporation without making any compensation or allowance and without making any payment to the Licensee for refund or repayment of any premium paid by him/them/it but without prejudice nevertheless to all other legal rights and remedies of the Corporation against the Licensee.



1) १२/११/१९८५

2) [Fingerprint]

3) [Fingerprint]

4) [Fingerprint]

5) अनिता म बरत

प व ल-३	
१०६१६	११
१३	१२/१९८५

[Signature]
 Development Officer & Addl. Chief
 Land & Survey Officer No. 1, (Panvel)
 CIDCO Ltd., Navi Mumbai.