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पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

Monday, September 18,2017 5:29 PM

पावती क्रं.: 12898

दिनांक:

18/09/2017

गावाचे नाव: उलवे

दस्तऐवजाचा अनुक्रमांक: पवल2-10757-2017

दस्तऐवजाचा प्रकार: भाडेपहा

सादर करणाऱ्याचे नाव: जनार्दन गोपाळ पाटील - -

नोंदणी फी

₹. 140.00

दस्त हाताळणी फी

₹. 680.00

पृष्ठांची संख्याः 34

एकूण:

₹. 820.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 5:39 PM ह्या वेळेस मिळेल.

Joint Sr Panvel 2

बाजार मुल्य: रु.0 /-

मोबदला रु.13125/-

भरलेले मुद्रांक शुल्क : रु. 1000/-

- 1) देयकाचा प्रकार: By Cash रक्कम: रु 140/-
- 2) देयकाचा प्रकार: By Cash रक्कम: रु 680/-

नोंद्णी की माकी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

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महाराष्ट्र MAHARASHTRA









- AGREEMENT TO LEASE BETWEEN
- CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD. CIDCO BHAVAN, CBD BELAPUR, NAVI MUMBAI



AND

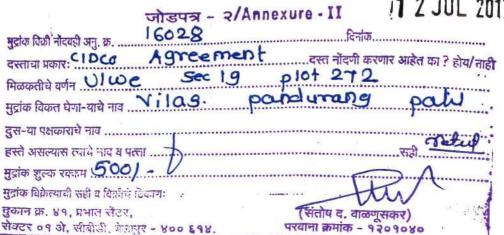
- 1) Shri. Janardan Gopal Patil
- 2) Shri. Raghunath Gopal Patil
- 🐒 3) Shri. Hanuman Gopal Patil
 - 4) Shri. Dattatry Gopal Patil

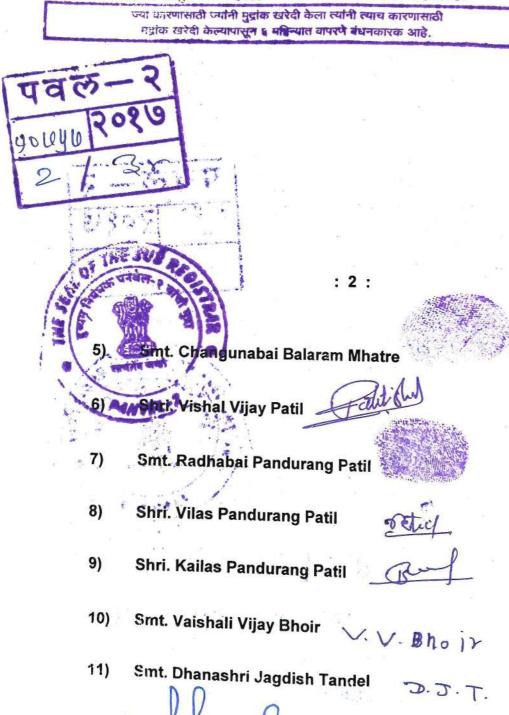
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H.F.P.

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Chief Late & Survey Officer CIDCO Ltd., CIDCO Bhavan, CBD-Belaput Navi Mumbal-400014.





Survey Officer

CIDCO 4.10. CIDCO Bhavan, CBD-Belapur, Navi Mumpai-40-014.

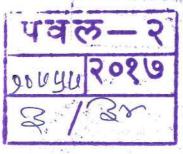


महाराष्ट्र MAHARASHTRA

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- AGREEMENT TO LEASE
 BETWEEN
- CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD. CIDCO BHAVAN, CBD BELAPUR, NAVI MUMBAI



- 1) Shri. Janardan Gopal Patil
- 2) Shri. Raghunath Gopal Patil
 - 3) Shri. Hanuman Gopal Patil
 - 4) Shri. Dattatry Gopal Patil



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H.G.P.

Chief Land & Survey Officer
CIS CO Trd., HIDCO Bhavan,
CBD-belapur, Navi Mumbai-400014.

जोडपत्र -	Annexure - II [¶ 2 JUL 201]
मुद्रांक दिक्री नोंदबही अनु. क. 16029 दस्ताचा प्रकार: CIDco Agreen दस्ताचा प्रकार: VIWE Sec	nen t दस्त नॉदणी करणार आहेत का ? होय/ नाही
मुद्रांक विकत पेणा-याचे नाव दस-या पक्षकाराचे नाव	Retal:
हस्ते असल्यास त्याचे नाव व पत्ता मुद्रांक शुल्क रक्कम 50.0 — मुद्रांक विकेत्याची सही व विक्रीचे विकाणः	(संतोष द. वाळणूसकर)
हुकान क्र. ४१, प्रभात संदर, सेवटर ०१ ओ, सीबीजी, बेलापुर - ४०० ६१४. ज्या कारणासाठी ज्यांनी मुद्रांव	परवाना क्रमांक - १२०१०४० ह खरेदी केला त्यांनी त्याच कारणासाठी इ.सहन्यात वापरणे बॅधनकारक आहे.



Smil Changunabai Balaram Mhatre

6) Shri. Vishal Vijay Patil

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- 7) Smt. Radhabai Pandurang Patil
- 8) , Shri. Vilas Pandurang Patil

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9) Shri. Kailas Pandurang Patil

Bu

10) Smt. Vaishali Vijay Bhoir

V. V. Bhoir

11) Smt. Dhanashri Jagdish Tandel

D. J.T.

Chief Land & Survey Officer CIDCO LIG., DIDCO Bhavan, CBD-Belepur, Navi Wumbai-40.014.

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

AGREEMENT TO LEASE

(Residential Purpose)
Plot alloted under 12.5% scheme

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AN AGREEMENT made at CBD, Belapur, Navi Mi		day of
PETWEEN CITY & INDUSTRIAL DE ST	and Sovon-100h	
BETWEEN CITY & INDUSTRIAL DEVELOPMENT Company incorporated under the Companies, Act, 198	ORPORATION OF MAHARASHTRA LII	MITED, a
Nirmai, 2nd Floor, Nariman Point, Mumbai - 400 021. (hereinafter referred to as "the Corporation	on" which
expression shall where the context so admits, be deen	ned to include its successors and assign	ns) of the
One Part AND (1) Name of Person/s 1) January		
/ .	ighunith Gopal Pati	
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hereinafter referred to as "the Licensee" which expres to include his heirs, executors, administrators and rep	sion shall, where context so admits, be	deemed
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(2) Name of the Person Sym Deat	tectrary Gopal Patil 5) Sout.	.Churqunaba
7) Sut. Radhabaj Pandurana		= 2.14
9) Kailas Pandurana Pahil		india nej tatil
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(hereinafter collectively referred to as "the Licensee"	which expression shall, where the	intext so
admits, be deemed to include their respective success	ors, executors, administrators of the Ch	Part 9
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5)	D. J. T. D. D	1
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(Calishul	Chief Land	Survey Officer
o) Julio	Chief Land CIDCO LTd., C CBD-Belapur, Na	Munibai-45.014.
	CBD-Belapur, Nav	N MINISTER





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. 10 18 94 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 Licencee 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 1049. State of 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 Licencee to occupy; the said land from the date hereof on the terms and conditions hereinafter contained.

(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 late of receipt of demand notice of the Corporation, failure to pay this additional lease premiur the Corporation is

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Chief Land Survey Officer
CID:CO Ltd. CIDCO Boayan,
CBD-beiapur, Navi Mumbai-400014.





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 Licencee to be erected on the said land and the Licencee 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 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 the him, the Licencee 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 Licencee and the Town Planning

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Chief Land Survey Officer
Cir. 1973d, O'DCO Bhavan,
CBD-Belapur, Navi Mumbal-45vo14.





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Officer, Provided that the building or buildings hereby agreed by the Licencee 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 form the Licensee.
- bb) The Licencee is aware that the Corporation has not provided to the said land physical intrasque ure such as power, water, sewerage and pucca road and the Licensea turther 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 elected 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 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 velopment. 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 reafter 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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3) HGP.
4) JOHN
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Survey Officer CIDCO Bhavan,

CBD-Belapur, Navi Mumbal-4Cc614.





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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 putgoing chargeable against an owner or occupier in respect of the said land and any building erected thereon.

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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, conservancy 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 here under 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 of which may be assessed on the said land.

INDEMNITY:

(h) That he/she/they/it will keep the Corporation idemnified 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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3) H G.P.

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Chief Land & Survey Officer
CIDGO Ltd., CIDCO Bhavan,
CBD-Bolapur, Navi Mumbal-40,-314.







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 biodegrapable waste and another for recyclable waste such as papers, plastic, metal, palls (rags, etc.)

b) The Licensee/Lessee shall identify locations for composting and disposal to 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 and we bins/containers for storage of food water/bio-degradable waste and recyclable waste.

DECLARATIONS:

The Licencee declares that he/she or his blood relations has not encroached months Corporation's land or otherwise not made any unauthorised construction on the Corporation's and 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.

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CHOCO Ltd., CDCO Bhavan, CBD-Belapur, Nav Mumbal-4Cud14.





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.

NUISANCE:

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

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

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Chief Land's Survey Officer CIFICO Ltd., OIDCO Shaven, CBD-Belapur, Navi Mumbai-45co14.





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 vontilating 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 pore yell around which a pit of one metre width may be excavated upto a depth of of at least 8,000 lift; 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.
- (iv) The surplus rain water after storage may be recharged into ground through perconation price or trombles or combination of pits and trenches. Depending on the geomorphological and topograph of 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.

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Chief Land & Survey Officer CIDCO Ltd., CIDCO Bnavan, CBD-Belapur, Navi Mumbai-400014.