

udas G. Patil B. Com., L. L.B. CATE AND NOTARY

17, Laxmi Market, Shilphata, Khopoli, Dist. Raigad. Pin 410 203.





शमदाश जी. पाटील

बी.कॉम.एल.एल.बी. ॲडव्होकेट ॲण्ड नोटरी

ऑफिस : १७,लक्ष्मी गार्केट, शिळफाटा, स्रोपोली-४१०२०३, जि.रायगड.

मोबाईल : ९४२२४९४८१०

emall:advpatilramdas21@gmall.com

Date :- 24/11/2020

SEARCH REPORT TO WHOMSOEVER IT MAY CONCERN ANNEXURE - A

Name of the Branch / BU seeking opinion

	Reference No. & date of the latter under the cover of which the documents tendered for scrutiny are forwarded	
3.	Name of the unit / concern / person offering	

property / (ies) as security 4. Constitution of the unit / concern / person /

body / authority offering the property for creation of charge 5. State as to under what capacity is security offered (whether as joint applicant or borrower

or as guarantor etc) 6. Particulars of documents scrutinized – serially (a) and chronologically

State Banks Of India SME Branch Chandigarh -16002

NIL

M/s. Tarachand & Sons its Proprietor Mr. Vinaykumar Tarachand Aggarwal

Individual

Mortgagor / Borrower

1) Original Agreement to lease dated 27/05/2003

2) Copy Agreement of lease dated 11/02/2017 3) Original Tripartite Agreement dated

4) Commencement of Work Certificate dated 21/11/2007 & Occupancy Certificate dated 30/07/2010 issued by CIDCC.

5) Mortgage Permission issued by CIDCO

6. Nature of documents verified and as to (b) whether they are originals or certified copies or registration extract duly certified.

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Note: Only original or certifies extracts from the registering/Land/Revenue/other authorities be examined property/(ies) offered as security for mortgage whether equitable/registered mortgage.

Complete or full description of the immovable

Original Agreement to Lease & Xerox Copies of documents mentioned in 6(a) hereinabove.

All that piece & parcel of Land bearing Plot No.6 area about 1450 Sq. Mtrs. & Building Complex standing on the said Plot consisting of G + 12 upper Floors in Sector 10E, lying & being at Vill. Kalamboli, Tal. Panvel, Raigad.

Cont...2



	Survey No.	Plot No. 06		
,	Door / Unity No. (in case of house property)	Building Complex consisting of Ground + 12 upper Floors with 22 Apartments units and 2 commercial units.		
iii)	Extent/area including plinth / built-up area in case of house property.	2169.288 Sq. Mtrs. Built-up area		
iv)	Location Like name of place , village city, registration , sub- district , etc.	Kalamboll, Tal. Panvel, within Registration District and Sub-District of Raigad		
v)	Boundaries	The North By - 15.00 Meter wide road. The South By - Open space. The East By - 30.00 Meter wide road. The North By - Open space.		

8. Flow of titles tracing out the title of the intended mortgagor and his/its predecessors in interest from the Mother Deed to the Latest title Deed. And wherever Minor's interest or other clog on title is involved, for a further period, depending on the need for clearance of such clog on title.

From the deeds and documents provided to us, it appears that -

- A) The City & Industrial Development Corporation Mahashtra Ltd. i.e. CIDCO Ltd. is the new town development Authority. The said Authority has right to acquire the land under Section 113 (3)A of the Maharshtra Regional Town Planning Act 1966 and wasting such lands in the corporation for development & disposal.
- B) By and under Agreement to Lease dated 27/05/2003 the said City & Industrial Development Corporation of Maharashtra Ltd. i.e. CIDCO Ltd. therein referred to as the Corporation, have agreed to grant lease for the period of 60 years, in respect of the said Plot of land unto and in favour of Mr. Kesarinath Shantaram Padhye and 7 others therein called the Licensees. For premium as consideration and on the lease rent per annum thereby reserved and on terms and conditions therein contained.
- C) By and under Agreement of Assignment CUM Sale dated September 2004 executed between Mr. Kesarinath Shantaram Padhye and others 3 the original leasee have transferred & assign their rights, title & interest under the said agreement to the lease Mr. Vinaykumar Tarachand Aggarwal Propt of M/s. Tarachand & Sons to construct the residential & commercial building on the said plot of land.
- D) By & under Tripartite Agreement dated 07/03/2006 duly stamped & registered in the office of the Sub-Registrar, Dist. Raigad at Serial No. PVL-1-01909-2006 dated 07/03/2006 executed between the CIDCO of Maharashtra Ltd. therein referred to as the Corporation and Mr. Kesarinath Shamtaram Padhye and 7 others therein called the Original Licensees and M/s. Tarachand and Sons through its Proprietor Mr. Vinaykumar Tarachand Aggarwal therein referred to as the "New Licensees". The original Licensees have transferred all their rights title and interest and benefits arising out of the said





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Agreement to Lease dated 27/05/2003 in respect of the said plot of land in favour of the New Licensees and the Corporation have confirmed the said transaction after charging additional premium and on terms and conditions incorporated in the said Tripartite Agreement.

E) By & under Lease Agreement dated 16/04/2009 duly stamped & registered in the office of the Sub-Registrar, Panvel at Serial No. PVL-3-02191-2009 dated 16/04/2009 the said Mr. Vinaykumar Proprietor of M/s. Tarachand and Sons therein referred to as the Leaser has demised & granted on Lease Rent of Rs. 20,000/- per month for the said premises unto & in favour of M/s. Tarachand Industries Limited through its Managing Director Mr. Vinaykumar referred to as the Leasee or the terms & conditions therein contained.

F) It is further revealed from lease Agreement dated 11/02/2017 in respect of the said gavthan plot of land by & under lease agreement dated 11/02/2017 which is executed & sighned by Mr. Vinaykumar Tarachand Ajjarwal Propt of M/s. Tarachand & Sons therein reffered to as the Lessor has demised & granted the said plot of land on lease for the eprioed of 33 years i.e from 12/02/2017 to 11/02/2050 & the rent of Rs. 40,000/- per month to & in favour of M/s. Tarachand Industries Ltd through its director Mr.Himanshu Aggarwal refferd to as the leasee on the term & conditions therin content.

G) In terms of Agreement to Lease dated 27/05/2003 and Tripartite Agreement dated 07/03/2006 the New Licensees viz. Mr .Vinaykumar Tarachand Aggarwal Proprietor of M/s. Tarachand and Sons cannot sale transfer assign the said plot of land to any intending purchaser / transferee / assignee without the permission duly granted by CIDCO of Maharashtra Ltd.

H) The said plot of land is exempted under Urban Land C & R Act. 1976 and CIDCO of Maharashtra Ltd. vide its Commencement of work Certificate (C. C.) No. CIDCO/ATPO/71 dated 21/11/2007 permitted M/s. Tarachand & Sons through its Proprietor Mr. Vinaykumar Tarachand Aggarwal to develop the said plot of land and construct the said building up to plinth level as per plans and specification approved by CIDCO and after completion of the construction of the said building work, the said CIDCO has granted Occupancy Certificate bearing No. CIDCO/ATPO/(BP)/1083 dated 30/07/2010 in respect of the said building on terms and conditions in corporate therein.

I) In view of aforesaid M/s. Tarachand and Sons through its Proprietor Mr. Vinaykumar Tarachand Aggarwal has constructed the building Complex on the said plots consisting of G+12 Upper Floor with 22 Apartment Units and 2 Commercial Units as per referred Commencement Work Certificate issued by CIDCO dated 21/11/2007 and Occupancy Certificate dated 30/07/2010 and to sell the apartments and other units so constructed to the intending/prospective buyers on terms and conditions decided by them.



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J) While taking the search as stated above I did not come across any other entry regarding mortgage, loan, claim, litigation, charge, condition, encumbrance or anything else of the similar nature which can affect the title of the property under search adversely in any manner whatsoever. Hence on the basis of documents produced before me & on the basis of Government record made available to me for my instruction & stated in respect of the above property confer search is having clean, clear, free from all encumbrances & marketable title in the name of M/s. Tarachand & Sons through its Proprietor Mr. Vinaykumar Tarachand Aggarwal. As per Lease and Tripartite Agreement between CIDCO of Maharashtra Ltd. and original Leasee Mr. Kesarinath Shantaram Padhye and 7 others. Nature of Title of the intend Mortgage over the property (whether full ownership rights, leasehold right, Occupancy/ Possessory rights Leasehold of the Inam Holder or Govt. Grantee Allotteee, etc. No encumbrances are found in search of 10. Encumbrances, attachments, and/or (a) Claims whether of government central or state Index II registers & concerned volumes or other Local authorities for Third Party calims maintained in the offices of S. R. A., Panvel & their head quarters the manually maintained Liens . etc. and details thereof records are in torn or mutilated conditions & computerized as well as loose-leaf manual If yes, give the details thereof. /computerized records are not maintained in uniform fashion. Hence the report & certificate given hereunder is given on the bases of records available at the different offices. 10. The period covered under Encumbrances 30 years (i. e. From 1991 to 2020). (b) Certificate and the name of the person in Receipt has been attached herewith whose favor the encumbrances is created & if so, satisfaction of charge, if any. Tax will be paid by M/s. Tarachand & Sons 11. Details regarding property tax to land revenue through its Proprietor Mr. Vinaykumar or other statutory dues paid / payable as on Tarachand Aggarwal. date and if not paid, what remedy. 12. Details of RTC extract/mutation extracts khata Not Applicable extracts pertaining to the property in question. 13. Any bar/restriction for creation of mortgage under any local or special enactment, details of No bar for creation of mortgage proper registration of document, payment of proper stamp duty etc. 14. In case of absence of original Title deeds, details of legal & other requirements for Original Documents available for creation of a proper, valid & enforceable mortgage by deposit of certified extracts duly creation of charge by mortgage. certified etc. as also any precaution to be taken by the Bank in this regard. 15. The specific person who are required to create M/s. Tarachand & Sons its Proprietor mortgage / to deposit document creating Mr. Vinaykumar Tarachand Aggarwal mortgage. Place :- Khopoli Date :- 24/11/2020 Cont...5



Annexure - B Checklist for the Guidance of the Advocates Verifying the title to the property (ies) offered as security

1	. Nature of title (Ownership/Leasehold/occupancy /Govt. grant/allotments, etc.	Leasehold Property			
2	If leasehold, whether, a) Lease Deed is duly stamped and registered b) Leasee is permitted to mortgage the leasehold right. c) Duration of the lease / unexpired period of lease. d) if, a sub-lease, check the lease deed in favor of leasee as to whether Lease deed permits sub- leasing and mortgage by Sub-Leasee also.	Agreement to Lease executed by CIDCO Lease Deed for the period of 60 years to be executed by CIDCO in favour of proposed Corporate Body The CIDCO permits Mortgage of the property.			
3.	If Govt. grant / allocated / Lease-cum / Sale Agreement, whether a) Grant/agreement etc. provides for alienable rights to the mortgage is competent create charge on such properly b) The Mortgage is competent to create charge on such property	Yes the prospective mortgagor will be competent to create charge on the property.			
4.	If occupancy right, whether a) Such right is heritable and transferable, b) Mortgage can be created.	Yes it shall be heritable			
5.	a) Urban land ceiling clearance, whether required and if so, details thereon. b) Whether no objection Certificate Under the Income Tax is required/obtained.	Not Required			
6.	Nature of Minors interest, if any and if so, whether creation of mortgage could be possible the modalities/procedure to be followed and the reason for coming to such conclusion.	Not Applicable			
7.	If the property Agricultural land, whether the local laws permit mortgage of Agricultural land & whether there are any restriction for enforcing thereon.	Not Applicable			
8. In the case of conversion of Agricultural Land for commercial purpose or otherwise whether requisite procedure followed / permission obtained. Not Applicable		AND THE RESERVE AND ADDRESS OF THE PARTY OF			
Whether the property is affected by any local		Not Applicable			
(a)	In the case of partition/ settlement deeds, whether the original deed is available for deposit If not the modality/procedure to be followed to create a valid and enforceable mortgage.	Not Applicable			



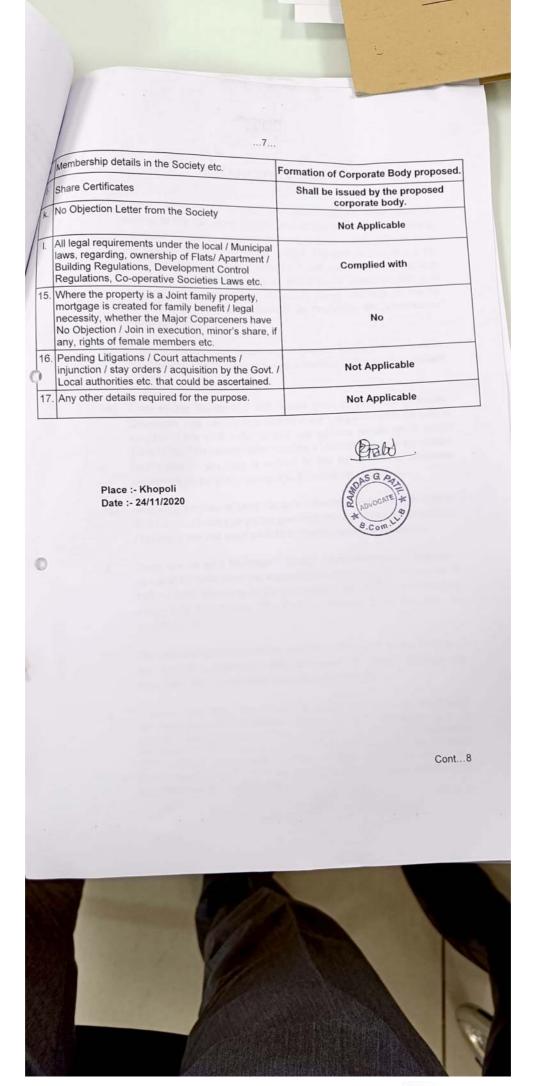
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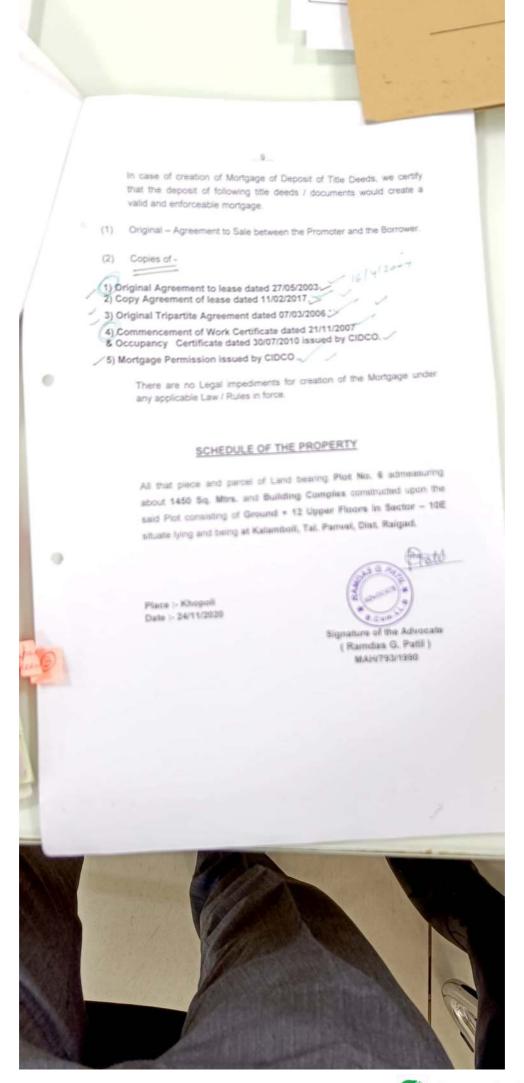
	Whether mutation has been 15		
1	Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of this share.	Index II dated 16/04/2009 Property Card is issued.	
10	0. Whether the partition made is valid in law and the mortgagor has acquired a mortgage able title there on.	Not Applicable	
11 (a)	. In case of partnership firm, whether the property belongs to the firm and the deed by which property registered.	Not Applicable	
11 (b)	. Whether the person(s) creating mortgage has / haev authority to create mortgage for and on behalf of the firm.	Yes	
(a)	Whether the property belongs to the Limited Company, check the Borrowing powers, BOD resolution, Authorization to create mortgage / execution of documents, registration of any prior charge with the Company register, Articles of Association / Provision for common seal, etc.	Not Applicable	
12. (b)	In case of societies, Association, the required Authority / Power to borrower and whether the mortgage can be created and the requisite resolution by laws.	Not Applicable	
13.	Whether mortgage is being created by a POA holder, check genuineness of the power of Attorney and the extent of the powers given therein and whether the same is properly executed / stamped / authenticated in terms of the law of the place, whether it is executed.	Not Applicable	
14.	If the property is a flat / apartment of residential / Commercial complex, check.	Apartments and Commercial Units	
a.	Promoter's / Land owner's title to the land / building.	Leasehold – Clear and Marketable	
b.	Development Agreement/Power of Attorney.	Not Applicable	
C.	Extent of authority of the developer / Builder.	Permitted to develop construct and to sell the apartments and commercial units.	
d.	Independent title verification of the Land and / or building in question.	Title verified in the office of Sub-Registrar and CIDCO	
e.	Agreement of sale (duly registered).	Agreements to Lease and Tripartite Agreement duly stamped & registere	
f.	Payment of proper stamp duty.	Duly Stamped	
	Conveyance in favor of Society / Condominium concerned.	Property to be conveyed to the Licenses.	
1.	Occupancy Certificate/allotment letter / letter of	Possession Letter of the land	

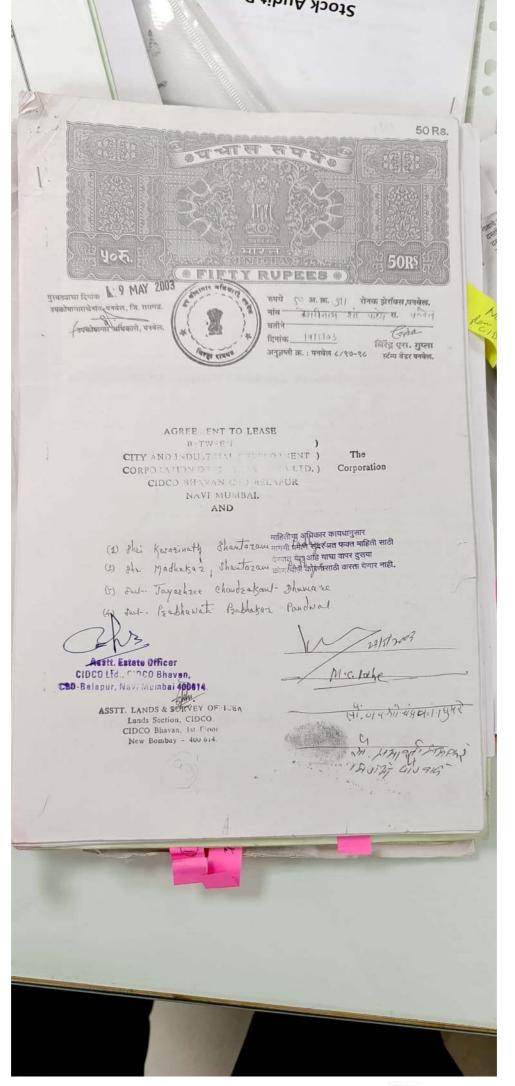






CERTIFICATE OF TITLE I have examined the Original Title Deeds intended to be deposited relating to the Schedule property and offered as Security by way of Equitable Mortgage and that the documents of title referred to in the opinion are valid evidence of right, title and interest that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage and I further certify, according to the information, deeds and document made available to me by M/s. Tarachand & Sons through its Proprietor Mr. Vinaykumar Tarachand Aggarwal. I have examined the Documents in details, taking into account all the Guidelines in the checklist vide Annexure C & the other relevant 1A) I rely on the Search and Title Report given by Advocate of Builder Developer, who has made a Search in the Land / Revenue records in respect of the land. I do not find any adverse record which would prevent the Title Holders from creating a Valid Mortgage. I am liable / responsible. If any loss is caused to the Bank, due to deliberate negligence on my part or by my agent in making search. Following scrutiny of Land Records / Revenue Records and relative Title Deeds, I hereby certify the genuineness of Title Deeds. Suspicious / Doubts, if any has been clarified by making necessary enquiries. There are no prior Mortgage / Charge / encumbrances whatsoever, as could be seen from the encumbrance Certificate for the period of 1991 - 2020 pertaining to the immovable property / (ies) covered by above said Title Deeds. The Property appears to be free from all encumbrances. The Mortgage if created will be available to the Bank for the Liability of the Intending Borrower, M/s.Tarachand & Sons through its Proprietor Mr. Vinaykumar Tarachand Aggarwal. I certify that M/s. Tarachand & Sons through its Proprietor 4. Mr. Vinaykumar Tarachand Aggarwal, has delivered right to purchase the Schedule property with absolute, clear and marketable title except the loan amount of our bank i.e . State Banks Of India SME Branch Chandigarh -16002. I further certify that above title deeds are genuine and a valid mortgage can by create and the said Mortgage would be enforceable. Cont...9





CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED AGREEMENT TO LEASE (For residential Purpose) For plot alloted under 12.5% scheme May 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 sc admits, be deemed to include its successors and assigns) of the One Part AND (1) Name of Person/s Ami Ketazina Ha (Address and Occupation) Tax homougal Apt Block No - 0/30 four of Tel four of hereinafter referred to as "the Licensee" which expression shall, where context so admits, deemed to include his heirs, executors, administrators and representatives.) (2) Name of the Person thei Mathrkaz charto zam At: Daliwah Tal- Karjat, Dist - Reigad Put . Tayachzee Chandrokant HF. Dalinali, Patil Hh, Tal-Karjal Peabhokaz Aut -. Prabhawati Tijanata Colony Behind माहितीचा अधिकार कायधानुसार of (Address and Occupation) मागणी प्रमाणे सदर प्रत फक्त माहिती साठी केप्यात येत आहे याचा वापर दुसया कोणत्याही कारणासाठी करता येणार नाही. (hereinafter collectively referred to as "the Licensbe" which expression shall, where the context so admits, be deemed to include their respective successors, executors, administrators of the Other ASSTT. LANDS & STRVEY OFFICER Lands Section, CIDCO. CIDCO Bhavan, 1st Floor New Bombay - 400 614.

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.___ 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 145000 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 Licencee to occupy; the said land from the date hereof on the terms and conditions (e) The Licencee has before the execution of this Agreement paid on the 22.3.2002 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. 18. (Rupees Eighteen Thomsand eight hunger fifty only being the full premium agreed to be paid by the Licencee 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 माहितीचा अधिकार कायधानुसीर मागणी प्रमाणे सदर प्रत कवत माहिती साठी देण्यात येत आहे याचा वापर दुसया कोणत्याही कारणासाठी करता येणार ASSTT. LANDS & SURVEY OFFICER Lauds Segrent, CIDCO CIDCO Bhavan, 1st Floor New Bombay - 400 614.

13 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: 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: 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. 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 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 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 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 ्रिकेस अधिकार कायधानुसार देणमात येत आहे याचा जापर कोणत्याही कारणायाठी क ASSTT. LANDS & SURVEY OFFICER Lands Section, CIDCO CIDCO bhuvau, 1st 1-oor New Bombay - 400 614.

index as defined by the General Development Control Regulations for Navi Mumbal 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 Licensoe 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 projudice 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 Licencee 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 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.

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

माहितीचा अधिकार कायधानुसार मागगी ग्रमाणे सदर प्रत कवत माहिती साठी क्ष्पयात येत आहे याचा वापर दुसर कोणत्याही कारणासाठी करता येण

ASSTT. LANDS & SURVEY OFFICER Landa Section, CIDCO.

CIDCO Bharan, 1st Floor New Bombay - 400 614.

the said Development Control Regulations for Navi Mumbal 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 forco.

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:

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 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 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 मिश्वानुसाम्भागां herein contained. माहितीचा अधिकार का महिती साठी

मागणी प्रमाणे सदर प्रत फक्त माहिती साठी

देल्यात येत आहे याचा वापर दुसया काणस्याही कारणासाठी करता येणार नाही.

ASSTT. LANDS & SURVEY OFFICER

Lands Section, ClQCO. CIDCO Bhavan, 1st Ploot

New Bombay - 400 614.

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SANITATION:

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:

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:

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 apply all monies received by virtue of such insurance in rebuilding or reinstating the building,

निहितीं आधिकार कायधानुसार मानगी प्रामाणं सदर प्रत फवत माहिती साठी हिल्लु शेल आहे याचा वेपर दुसया

कोणत्याही कारणासाठी

23/5/203

ASSIT. LANDS & SURVEY OFFICER

Lands Section, CIDCO, CIDCO Charma, 1st 1 oor

New Bombay - 400 614.

3.(P) RESTRICTION AGAINST TRANSFER OR ASSIGNMENT

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, 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 in two separate bins/containers for storage of food wate/bio-degradable waste and recyclable waste.

माहितीचा अधिकार कायधानुसार ाणी प्रमाणे सदस्य प्रत केस्त माहिती स्प्रियो । 200 र देण्याद्य यंत आहे याचा वापूर दुसया कोणत्याही कारणासाठी करता येणार नाही.

M-2. Party

ASSTT. LANDS & SURVEY OFFICER

Lands Section, CIDCO. CIDCO Bhavan, 1st 1 oor New Bombay - 400 614. सा. जयनी यंत्रे का नस्मर

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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/%,

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.

POWER TO TERMINATE AGREEMENT:

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:

- 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:

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 (i) of the building agreed by the Licensee to be erected on the said land to commence the

मातितीचा अधिकार कायधानुसार माराजी प्रमाणे सदर प्रत कवल माहिती र क्षा याचा वापर दुस्या कोणत्याही कारणासाठी करना वेणार

ASSTT. LANDS & STRVEY OFFICER Landa Section, CIDCO.

CIDCO bhavaa, 1st 1 oor New Bombay - 400 614.

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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 deligence or shall fall 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 contarary belong to the Corporation without making any componsation 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.

- (ii) to continue to said land in the Licensee's occupation on payment of such fine or premium as may be decided upon by the Managing Director.
- (iii) to direct removal or alteration of any building or structure erected or used contrary to the condition of the grant of the completion within the time prescribed in that behalf and on such removal of or alteration not being carried out within the time prescribed, cause the same to be carried out and recovered the cost of carrying out the same from the Licensee.
- (iv) all building materials and plant which shall have been brought upon the said land by or for the Licensee for the purpose of erecting such building as aforesaid shall be considered immediately attached to the said land and no part thereof other than defective or improper materials (remove for the purpose of being replaced by proper materials) shall be removed from the said land without the previous consent of Managing Director until the grant of the completion.

EXPLANATION - 1.

Any delay or omission to exercise the right or power accruing to the Corporation under the foregoing sub-clause (i) of clause (b) hereof any extension, accommodation, consent, compromise, release indulgence or forbearance granted or shown by the Corporation to the Licensee shall not be construed as a waiver of the Corporation such right and power under the said sub-clause (i) clause (b).

EXPLANATION - 2.

Nothing contained in the foregoing clauses shall be construed to suffer from inconsistency to derogate from the rights and powers reserved to the Corporation under the respective clauses and

> माहितीचा अधिकार कायधातुसा माग्गी प्रमाणे सदर प्रत फवल मार्ग देण्यात वेत आहे याचा वापर दुखा कोणत्याही कारणासाठी करता रोणार

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exercisable by the Corporation at any time. The Licensee hereby agrees and declares that he will set up to defence based on such inconsistency to impung the exercise of any right or power by the Corporation.

Without prejudice to the right, powers and remedies of the Corporation, in the foregoing clause, EXTENSION TO TIME: the Managing Director may in his discretion give notice to the Licensee of his intention to enforce the Licensee's Agreement herein contained or may fix any extended period for the completion of the building and works for the said period mentioned in clause 3 (d) above, if he/she/they satisfied that the Building and Works could not be completed within the prescribed time for reason beyond the control of the Licensee and if the Licensee shall agree to pay additional premium at the scale provided by Regulation No. 7 of the New Bombay Disposal of Lands Regulations, 1975 made and amended from time to time by the Corporation under the provisions of the said Act and thereupon the obligations herein under of the Licensee to complete the building and to accept a lease shall be taken to refer to such extended period.

As soon as the Town Planning Officer has certified that the building and works have been GRANT OF LEASE: erected in accordance with the terms heroof and if the Licensee shall have observed all the stipulations and conditions hereinbefore contained, the Corporation will grant and the Licensee will accept a lease (which shall be executed by the parties in duplicate) of the said land and the building erected thereon for the term of 60 years from the date hereof at the yearly rent of Rupee

COMPLIANCE WITH MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 AND THE NEW BOMBAY DISPOSAL OF LANDS REGULATIONS, 1975:

7A. It is hereby agreed and declared by and between the parties hereto that the Corporation has agreed to lease the said land to the Licensee and the Licensee has agreed to have such lease upon the terms and conditions herein and subject to Section 118 and other applicable provisions of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act XXXVII of 1966) and rules and regulations made therepare in the line paint for the time paint for the tim

हुमया वापर दुसया ्र-नारा परा जान पाया वागर उपना क्रोगत्याही कारणासाठी करत्य येणार नाही क्री

ASSTT. LANDS & SURVEY OFFICER Lands Section, CIDCO.

CIDCO Bhavan, 1st Ploor New Bombay - 400 614.

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The lease shall be prepared in duplicate in accordance with the annexed form of lease with such FORM OF LEASE: modifications and additions thereto as may be determined by the Corporation and all costs, charges and expenses of and incidental to the execution of this Agreement and its duplicate shall be borned and paid by the Licensee wholly and exclusively.

All notices, consents and approvals to be given under this Agreement shall be in writing and shall unless otherwise provided herein be signed by the Managing Direcor or any other officer NOTICE: authorised by him and any notice to be given to the Licensee shall be considered as duly served if the same shall have been delivered to lett, or posted, addressed to the Licensee at the usual of last known place or residence or business or on the said land hereby agreed to be demised or if the same shall have been allixed to any building or erection whether temporary or otherwise upon the said land.

10. The Licensee may terminate this Agreement and surrender the Licence and authority granted hereunder on such terms and conditions as may be determined by the Corporation from time to time by general or special order.

> माहितीचा अधिकार कायधानुसार भारता प्रमाणे सदर प्रत फक्त माहिती मारणी प्रमाणे सदर प्रत फक्त माहिती द्वात येत आहे याचा वाप्तर दुसया कोणत्याही कारणासाठी करता येणार नहिः

ASSTT. LANDS & SURVEY OFFICER

Lands Section, CIDCO. CIDCO Bhavan, 1st F oot New Bombay - 400 614.

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मार्गार में मार्गिक में A : 57 . 3 mol

SCHEDULE

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All that Piece or parcel of land known as Plot No Sector to E in village / site Sector to E in	
village / site	09
village / site of land known as Plot No Sector in village / site for 12.5% (Erstwhile Gaothan Expansion Scheme) Scheme, containing by measurement / Sq. Mtrs. or thereabout and bounded as follows that is to say:	0)
On or towards the North by — 15. 17/20 wie de Zoad.	
On or towards the South by — Preu Space	
On or towards the East by — 30 17 to Wile 20 at.	3
On or towards the West by - Open space	
and delineated on the plan annexed hereto and shown thereon by a red colour boundary line.	
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seal on the day and year first above written :	C.C.C. SALES
SIGNED AND DELIVERED for and on behalf of the)	STEEDING OF
City & Industrialment Corporation of)	1
Maharashtra Ltd.,	
by the hand of Shri/Smt. J. B. Tork , ASSTT. LANDS & STRVEY OFFICER	
Asstt. Lands & Survey Officer) Lands Section, CIDCO. CIDCO Bhavan 1st Floor	
in presence of	
1) Shri/Smt. B.K.Koh-	
2) Shri/Smt. R.J. Kady	
माहितीमा अधिकार कायधानुसार माहितीमा अधिकार कायधानुसार स्वारो सदर प्रत फवत माहिती साठी	
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माहिरीचा जा सदर प्रत कवरा समान स्थान स्था	
मांगनी प्रमाण आहे याचा वापर उर्जे येगार मोही (१३)। 7 रिक्ष केंप्याल येल आहे याचा वापर उर्जे येगार मोही (१३)। 7 रिक्ष केंप्याल येल आहे वाचा वापर उर्जे येगार मोही कारणासाठी करता येगार मोही कारणासाठी करता येगार मोही (१३)। 7 रिक्ष केंप्याल येल आहे वाचा वापर उर्जे येगार मोही (१३)। 7 रिक्स केंप्याल येल आहे याचा वापर उर्जे येगार मोही (१३)। 7 रिक्स केंप्याल येल आहे याचा वापर उर्जे येगार मोही (१३)। 7 रिक्स केंप्याल येल आहे याचा वापर उर्जे येगार मोही (१३)। 7 रिक्स केंप्याल येल आहे याचा वापर उर्जे येगार मोही (१३)। 7 रिक्स केंप्याल येल आहे याचा वापर उर्जे येगार मोही (१३)। 7 रिक्स केंप्याल येल आहे याचा वापर उर्जे येगार मोही (१३)। 7 रिक्स केंप्याल येल आहे याचा वापर उर्जे येगार मोही (१३)। 7 रिक्स केंप्यल येगार में रिक्स केंप येगार में रिक्स क	
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SIGNED AND DELIVERED by the with-innamed.]		
Licencee in the presence of	1		
1) Shri/Smt. B. K. Koh.) Brown		
2) Shri/Spat. R. J. Kabu.	1		
I have read over and explained	_)	\	- 1 2011
the contents of this Agreement to)		17/1005
Shri/Smr. TU Kerazinath Shantazane	_, Padhye.		
(2) Phr. Madhukaz Shantazay Pa	d) kye	M-S. Fashya	
(J) Aux. Tayashere Chandrekant	_Dhumaze	4, 4,	cold devel
(6) Out Prabhawati Prombhakaz	_)Pardwal		
)	A Comment	र्ट कार्याकर में त्रिक्ष गर की
)	A STANDARY	
))		
(in Marathi))		

माहितीचा अधिकार कायधानुसार गारुपाणा जालकार कालकाउपार मागणी प्रमाणे सदर प्रत फक्त माहिती साठी नापणा गराण असे याचा वापर दुसया देण्यात येत आहे याचा वापर दुसया कोणत्याही कारणासाठी करता येणार नाही.

ASSTT. LANDS & SURVEY OFFICER Lands Section, CIDCO. CIDCO Bhavan, 1st 15 par New Bombay - 400 614



रिनडको

क्र.सिडको/गूमी/१२.५ टक्के योजना/रोजाक/२००३ दिनांकः / /०४/२००३

विषय : साडेबारा टवके योजना रेजिपाळ विभाग क्षमांक 10 है। भूखंड क्रमांक 36 चे शिमांकनामावहा...

संदर्भ : सहा. भूमी व भमापन अधिकारी() यांचा आदेश क्रमांक सिडको/मूमि/१२५ टक्के धोजना/रेडिपार्छ । १७५ दिनांक प्रम / ८५ /२००२

वरील संदर्भाकित आदेशाप्रमाणे साडेबारा टक्के योजनेअंतर्गत गीजे रेडिवार्ज विमाग क्रमांक 10 है येथे भूखंड क्रमांक 0 6 क्षेत्र 1950 ^{ए-ध}ी.मीटरचे दिनांक 13/05/03 रोजी सिमांकन करतेवेळी असे गिदर्शनास आले की, नियोजन विमागाने आराखङ्यानुसार दाखिवलेल्या गूखंडाच्या वाजूस असलेल्या रस्त्यांच्या रूंदी प्रमाणे अभियंता विमाग के छा छ सिडको यांनी अद्याप रस्त्यांच्या रूंदीच्या कायभ्खुणा जागेवर निश्चित केलेल्या नाहीत. अथवा गटरलाईन जागेवर केलेली नाही. जागेवर भूखंडाची मोजणी करणेकरीता सकल्पित रस्त्याच्या भायरेषा अंदाजे गृहीत चरून भूखंडाच्या सीमा मोजल्या व खुणा कृष्यम करून दिल्या आहेत. वर नमूद केलेली उर्वरीत कामे अभियंता विमाग कें छेको छे कडून झाल्यनंतर मूखंडाच्या मोजमापामध्ये व क्षेत्रफळामध्ये १४२क पडण्याची १।वरःहा आहे. पुढील कार्यवाहीसाठी व माहितीसाठी सादर करीत आहे.

्रिन्य क्ष्मित अहे सावा वापर दुस्या (मृति का) प्रशां । १९१५ । १९१६ । १९

सहा. भूगी व भंगापन अधिकारी(

गूगी व गगापन अविकास

सिडको

शहर व औधोगिक विकास महामंडळ (महाराष्ट्र) मर्यादीत.

सिडको भवन, भूगि विभाग, सातवा गणला, सि.बी.डी बेलापूर, नवी मुंबई ४००६ १४ दिनांक 19 /05 /२००3

ताबे पावती

मा. मुख्य मूमि व भूमापन अधिकारी, सिडको यांचेकडील देयक पत्र दिनांक २५ /६९ /२००३ प्रमाणे जि. लुच्चे नवी गुंबई येथील साडेबारा टक्के ज्ञ. सिडको/मुनि/रोडपार्जी 174 / योजनेनुसार श्री के सर्भाना थे शाँस राम पास्ये याना दण्यात आलेल्या खालील वर्णनाच्यामूखंडाचा ताहा या मुखंडाच्या अनुषंगाने केलेल्या नांज रोजपारी करारनाम्यातील सर्व अही व शर्तीसं अधिन राहून तसेच साडेबारा टक्कं योजनेच्या सर्व अटीचे आणि वेळोवेळी करण्यात येणा-या नियमांचे पालन करण्याच्या शर्तीवर खाली नमूद केलेल्या भूखंडाचे ठिकाण चर्तुःसिमा व क्षेत्रफळ जागेवर जावून आज दि. 13/05/२००3 रोजी भूमापक यांनी दाखवले व ते प्रत्यझ पाहीले व सदर मूखंडाचा तावा घेतला.ताव्यावावत कॉणत्याही प्रकारची तकार नहीं:

भूखंडाचा तपशिल

जिल्हा तालुका गांव लेक्टर उपसेक्टर गूक भूखंडाने हा. क्र. क्र. विश्वलक ची.ने
जिल्हा तालुका गांव लेक्टर उपलेक्टर गू.क भूत्यहाँ । जिल्हा का निर्माण का निर्मण का निर्माण का निर्मण क
शहर व अतियोशिया विषक्षां हिल्माहिलम् केप्रश्नामी कार्य
प्रान्तिक (नहाराष्ट्र) मर्वादीत आवेकरात
में प्रमावता प्रमाल के बाउदारा

शहर व औद्योगिक विकास महामंडक शिहाराष्ट्री मयावितः

विङ्को भवन, ७ वा भजला, भूमि

नवी मुंबई 12.5 % योजना अंतर्गत मीजे 🗟 ८उवाळी क मिटको /मृषि / 12.5% /योजना / ८/८५८की क मिटको /मृषि / / 12.5% भ्लंड क. 06 विमाग क. (०ई संदर्भ ६ सहा. भूमि च भूमापन अधिकारी दिनांक 211.09.02

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ाहितीचा अभिवादार कायावादा माहिता पाठी गाहितीचा अभिवादार कायावादा कायावादा कायावादा गाहितीचा अधिवादा कायावादा क कार्यस्याति कारणासाठी करता येणार नहि

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मा वरिष्ठ नियोजनकार (वि.आ.) यावे पन क्र.सिहको नियोजन (१२.५% यो.) वि.भाग ०८ (स्ट्रिट्रिंग)

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क्षेत्राधिकारी (अूमापन सिडको मर्या. ASSTT. LANDS & SURVEY OFFICER

Lands Section, CIDCO, CIDCO Bhavan, 1st Ploor New Bombay - 400 614

Asstt. Estato Officer

भूमापंक सिडको मर्यादित.

CIDCO Ltd., CIDCO Bhavan,

CBD-Belapur, Navi Mumbai 400614

142

