447

20 Rs.



बीस रुपये

सत्यमेव जयते

भारत

INDIA

२०रु.

20 RS.

TWENTY RUPEES

मुद्रांक विक्री : प्रतिभा झेरॉक्स सेंटर
ए.पी.एम.सी. ... तुर्भे नवी मुंबई-४००७०५.
रजि. क्र. 14422 दिनांक : 30 MAR 1995
हस्ते/श्री. Twin City Enterprises
ABP
स्टॅम्प वेंडर
सौ. अनुराधा वा. पिंगळ

Given under the
Right to Information Act.2005

AGREEMENT

BETWEEN

M/S. CIDCO LTD.

AND

M/S. TWIN CITY ENTERPRISES.

Partners Shri G.H. Advani
& Shri G.P. Bhatia

M/s. TWIN CITY ENTERPRISES
PARTNER

TWIN CITY ENTERPRISES
PARTNER

Asstt. Estate Officer (C.B.D.)
CIDCO of Maharashtra Ltd.
CIDCO Bhavan
C.B.D. Belapur, New Bombay-400 614.

49

Permission/licence to enter upon the land

~~POSSESSION RECEIPT~~

Partners
(1) Shri C.H. Advani PARTNER
(2) Shri A.P. Bhatia.

Asstt. Estate Officer (CBD),
CIDCO LTD.

I/WE, SHRI/MESSRS. Twin City Enterprises

HAVE THIS 3rd DAY OF April 1995, ~~1987 RECEIVED POSSESSION~~ entered into

OF A PLOT NO. 196, ROAD NO. — ADMEASURING THE AREA

OF 389.724 SQ. METRES OUT OF SECTOR NO. 21 PERTAINING TO REVENUE

VILLAGE Nerul, TALUKA Thane DISTRICT Thane

EAR-MARKED FOR Residential purpose. AS PER DEMARCATION

ON SITE AND SHOWN ON THE ENCLOSED PLAN BY RED COLOUR. i.e. as per Permission/licence granted.

M/s. TWIN CITY ENTERPRISES

Asstt. ~~HANDED OVER~~ (CBD)
CIDCO LTD.

TAKEN OVER. PARTNER

Given under the Right to Information Act 2005

C/51

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

FOR RESIDENTIAL-~~CUM-COMMERCIAL~~

AGREEMENT ~~TO LEASE~~

Asstt. Estate Officer (CBD)
CIDCO LTD.

AN AGREEMENT made at CBD, Belapur the 3rd day of April One thousand Nine hundred ~~Eighty~~ ninety five

BETWEEN CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, a Company incorporated under the Companies Act, 1956 (I of 1956) and having its registered office at Nirmal, 2nd floor, Nariman Point, Bombay-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 _____

OF (Address and Occupation) _____

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

(2)-(2) when the Licensee(s) are more than one individual

(2) Name of Person _____

(Address and Occupation) _____

_____ and (Name of Person) _____

Given under the Right to Information Act 2005

_____ of Address and Occupation _____ (2) Name of Person _____ of (Address and Occupation) _____ (hereinafter collectively referred to as "the Licensee" which expression shall, where the context so admits, be deemed to include their respective heirs, executors, administrators and representatives) (3) and (4) (Name of Person) 1) Shri Govind Hardasmal ~~of Address~~ Advani (2) Shri Gobind ~~and (Name of Person)~~ Pamandas Bhatia of Address 201- Nirman Bazar Kendra, Plot No. 10, Sector 17 all carrying on business in Vashi, New Bombay partnership at (Address of the Firm or Syndicate _____ under the name and style of ~~M/s. City~~ Twin City Enterprises. (Name of the firm or syndicate) registered under the Indian Partnership Act 1932 _____

(3)-(4) the Licensee is registered firm or syndicate

M/s. ~~TWIN CITY~~ ENTERPRISES

PARTNER

(hereinafter referred to as "the Licensee" which expression shall where the context so admits, be deemed to include all the partners of the said firm, their representatives, heirs, executors and administrators.)

M/s. TWIN CITY ENTERPRISES

PARTNER

53

Asstt. Estate Officer (CBD)
CIDCO LTD.

(5)-(6) when the Licensee is a registered Company

(5)-(6) Name of the Company _____
A Company registered under the Companies Act, 1956 (I of 1956) and having its registered office at (Address) _____

(hereinafter referred to as "the Licensee" which expression shall, where the context so admits, be deemed to include its successor or successors.)

(7)-(7) when the Licensee is a Co-op. Society.

(7) Name of Society _____ A Co-operative Society registered under the _____ Co-operative Societies Act, _____ under the certificate of Registration No. _____ granted by _____ and having its principal place of business at _____ (hereinafter referred to as admits, be deemed to include its successor or successors) of the Other Part.

WHEREAS

(a) The Corporation is the New Town Development Authority declared for the area designated as a site for the new town of New Bombay by the Government of Maharashtra in exercise of its powers under Sub-section (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 is 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. 19.10.94 requested the Corporation to grant a lease of a piece or parcel of land so acquired and vested in the Corporation of 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 389.724 sq. Mtrs. or thereabout (hereinafter referred to as "the said land"), for the purpose of constructing a building or buildings for ~~commercial user having a bank/offices/hotel/shops, (strike out what is not applicable/or add to set out user specifically permitted)~~ residential use and has permitted the Licensee to occupy the said land from the date hereof on the terms and conditions hereinafter contained.

M/s. TWIN CITY ENTERPRISES
PARTNER

Sett. Estate Officer (OBD)
CIDCO LTD.

(e) The Licensee has before the execution of this Agreement paid on the 28.2.95 to the Managing Director of the Corporation hereinafter referred to as the Managing Director, which expression shall include any other officer of the Corpn. as may be notified by the Corpn. from time to time by a general or special order, a sum of Rs. 8458569.70 (Rupees eighty four lakhs fifty eight thousand five hundred sixty nine & paise seventy only) being the full premium agreed to be paid by the Licensee to the Corporation.

Given under the Right to Information Act.2005

M/s. TWIN CITY ENTERPRISES
PARTNER

Sett. Estate Officer (OBD)
CIDCO LTD.

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

Asstt. Estate Officer
CIDCO LTD.

RESIDENTIAL ~~CUM-COMMERCIAL~~ :

M/s. TWIN CITY ENTERPRISES

PARTNER

1. During the period of ~~Three~~ Two 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 ~~except that the ground floor thereof will be permitted to be used for shopping~~ and for no other purpose and until the grant of lease as provided hereinafter, the licensee shall be deemed to be 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. The Licensee shall not use or permit to be used any part of the said building or buildings otherwise than the purpose specified herein.

2. Nothing in these presents contained shall be construed as a demise in law of the said land hereby agreed to be demised or any part there of so as to give to the Licensee any legal interest therein until the lease hereby provided shall be executed and registered but the Licensee shall only have a licence to enter upon the said land for the purpose of perming this Agreement. The Licensee shall not be entitled to transfer or assign his rights and interests in or benefits under this agreement in favour of any person or persons provided that if he intends to have a lease in the name of a Co-operative Housing Society or a Company or an Association of Apartment of Owners constituted of the buyers of Apartment in a building constructed on the said land, he will be permitted to do so if he has complied with all the terms and conditions of this Agreement and further such transfer purports to be a conveyance of his rights, title and interest in the said land building thereon in the performance of his obligation under Section 11 and other applicable provisions of the Maharashtra Ownership Flats (Regulations of the promotion of Construction, sale, Management and Transfer) Act 1963 or any other corresponding law for the time being in force.

Given under the Right to Information Act.2005

3. The Licensee hereby agree to observe and perform the stipulations following, that is to say.

SUBMISSION OF PLANS FOR APPROVAL :

(a) That they will within six months of the date hereof submit to the Town Planning Officer of the Corporation for his approval of 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 they may be called upon to do so, amend, all or any such plans, elevation, details and specifications shall be finally approved by the TPO and signed by him, the Licensee shall sign and leave with him three copies thereof and also three copies of any further conditions and stipulations which may be agreed upon between the Licensee shall and the T.P.O. Provided that the building or buildings hereby agreed by the Licensee to be so constructed shall not be less than 50% of the permissible F.S.I. under provisions of CIDCO General Development Control Regulations for New Bombay, 1975.

M/s. TWIN CITY ENTERPRISES

PARTNER

Asstt. Estate Officer (CBD)
CIDCO LTD.

Plans to comply with the following rules ;

aa) i) The maximum permissible floor space index as defined by the CIDCO General Development Control Regulations for New Bombay 1975 shall be 1.0 (one)

ii) The maximum height upto which the building shall be constructed shall be ~~30.10~~ 10.00 (Ten) metres.

iii) The maximum height of a room in the building shall be less than 4.27 metres. Incase any room where height is 4.27 metres or more, the area of such room shall be counted twice for the computation of F.S.I. The Licensee shall give an undertaking regarding non conversion of use & retension of structure in its original form which shall also be binding on the purchaser.

Fencing During Construction :

(b) That the said land shall be fenced property by the Licensee at their 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, implement material or thing involved in such encroachment and to recover expenses of such removal and disposal from the Licensee.

NO WORK TO BEGIN UNTIL PLANS ARE APPROVED :

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

TIME LIMITS FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION WORK :

(d) That they shall within a period of 6 months from the date hereof commence and within a period of ~~Three~~ Four years from the date hereof at their own expenses and in a substantial and workman-like manner and with new and sound materials and in compliance with the said the Development Control Regulations and any other law, for time being in force and in strict accordance with the approved plan, elevations, sections, specification and details to the satisfaction of the Town Planning Officer and comformably to the building lines marked on the plan and completely finish fit for occupation a building to be used as residential-~~cum-commercial~~ 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 CIDCO General Development Control Regulations for New Bombay, 1975.

M/s. TWIN CITY ENTERPRISES

PARTNER

Asstt. Estate Officer (GBD)
CIDCO LTD.

Given under the Right to Information Act 2005

56

M/s. TWIN CITY ENTERPRISES

PARTNER

Asstt. Estate Officer (GBD)
CIDCO LTD.

C/55

(1) " Without prejudice to the other rights of the Corporation under this Agrement and / or in law, the Licensee shall be liable to pay the Corporation interest at the rate to be approved by the Corporation by general or specific order on all amounts due and payable by the Licensee under this Clause if such amount remains unpaid for seven days more after becoming due."

M/s TWIN CITY ENTERPRISES

PARTNER

Given under the Right to Information Act, 2005

RATES AND TAXES :

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

M/s. TWIN CITY ENTERPRISES

PARTNER

Asstt. Estate Officer (CBD)
CIDCO LTD.

PAYMENT OF SERVICE CHARGES :

(f) That they will on the effux of 5 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 a rate as may be determined and notified from time to time by the Corporation as their contribution to the cost of establishing and maintaining civic amenities such as roads, water drainage, conservancy for the said land regardless of the extent of benefit derived by them 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 from the time being in force. The payment hereunder shall be paid on the first day of January in each year or within 20 days therefrom.

Asstt. Estate Officer (CBD)
CIDCO LTD.

PAYMENT OF LAND REVENUE :

(g) That they shall pay the land revenue and cess assessed or which may be assessed on the said land.

INDEMNITY :

(h) That they will keep the Corporation indemnified against any and 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.

Right to Information Act,2005

SANITATION :

(i) That they shall observe and conform to the CIDCO General Development Control Regulations for New Bombay, 1975 or any other law for the time being in force relating to public health and sanitation and shall provide sufficient latrine accommodation other sanitory 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 they 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 foundations of the building and compound walls and executing the works authorised by this Agreement.

M/s. TWIN CITY ENTERPRISES

PARTNER

Asstt. Estate Officer (CBD)
CIDCO LTD.

Not to affix or display sign-boards, advertisement etc.

(k) That he/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, neon-signs or advertisements painted or illuminated or otherwise unless the consent in writing of the Managing Director shall have previously been obtained thereto.

Nuisance

(l) That he/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/they/it shall as soon as any building to be erected on the said land shall be 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 moneys received by virtue of such insurance in rebuilding or reinstating the building.

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 Licencee and shall be final and binding upon him/them/it.

Restriction against appointment of Agent

by a Power of Attorney or Otherwise

M/s. TWIN CITY ENTERPRISES

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

PARTNER

Right to Information Act.2005

Asstt. Estate Officer (GBD)
CIDCO LTD.

Power to terminate Agreement

4. Should the Town Planning Officer not approve of 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, recoke the licence and re-enter upon the said land and thereupon the licence shall come to an end.

Powers of Corporation

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

M/s. TWIN CITY ENTERPRISES

58

PARTNER

Asstt. Estate Officer (GBD)
CIDCO LTD.

To enter upon land

(a) The right of the Managing Director and Officer and servants of the Corporation acting under his directions at all reasonable times 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 (I) shall fail to submit 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 of the essence of the contract) or (II) shall not proceed with the works with due deligence 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 to the Licensee for 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 the said land in 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 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 recover 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 the Managing Director until the grant of the completion.

EXPLANATION -1

indulgence or forbearance granted or shown by the Corporation to the Licensee shall not be construed as a waiver of the Corporation's 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 exercisable by the Corporation at any time. The Licensee hereby agrees and declares that he will set up no defence based on such inconsistency to impugn the exercise of any right or power by the Corporation.

Extension of time

6. Without prejudice to the right, powers and remedies of the Corporation, in the foregoing clause, 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 the works for the said period mentioned in clause 3(d) above, if he is 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 New Bombay Disposal of Loans 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.

Grant of Lease

7. As soon as the Town Planning Officer has certified that the building and works have been erected in accordance with the terms hereof and if the Licensee shall have observed all the stipulation 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 Rupees One hundred only.

Compliance with the Maharashtra Regional and Town Planning Act, 1966 and New Bombay Disposal of Land 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 contained 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 thereunder including the New Bombay Disposal of Lands Regulations 1975 for the time being in force.

Form of Lease

8. The lease shall be prepared in duplicate in accordance with the annexed form of lease with such 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 borne and paid by the Licensee wholly and exclusively.

Given under the Right to Information Act 2005

M/s. TWIN CITY ENTERPRISES

60

PARTNER

Asstt. Estate Officer (NBD)
CIDCO LTD.

NOTICE

9. 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 Director or any other officer 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, left, or posted, addressed to the Licensee at the usual or last known place or residence or business or on the said land hereby agreed to be demised or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said land.

SURRENDER

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.

M/s. TWIN CITY ENTERPRISES

PARTNER

Asstt. Estate Officer (GBD)
CIDCO LTD.

Given under the Right to Information Act.2005

SCHEDULE

Description of Land

All that piece or parcel of land known as Plot No. 196 on Road No. — in Sector No. 21 of Nerul containing by admeasurement 389.724 Sq. Mtrs. or thereabouts and bounded as follows :

On or towards the North by : Plot No 187

On or towards the South by : 15.0 mtrs wide Road

On or towards the East by : Plot No. 195

On or towards the West by : Plot No - 197

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 the day and year first above written :

SIGNED AND DELIVERED for and on)
behalf of the City & Industrial Develop-)
ment Corporation of Maharashtra Ltd.,)
by the hand of Shri P.N. Mahatpre)

Asstt. Estate Officer (C.B.D.)
CIDCO of Ma
CIDCO Bhavan
C.B.D. Belapur, Navi
Pin-400 614

in the presence of :

1. Shri K.G. Patil)

2. Shri R.K. Bhiwapurkar)

SIGNED AND DELIVERED by the with-) M/S Twin City Enterprises
innamed... Licencee in the presence of) Partnery
In parsuant to Resolution No. ———) (1) Shri G.H. Advani
(2) Shri G.P. Bhatia

1. Shri K.G. Patil, M/s. TWIN CITY ENTERPRISES
2. Shri R.K. Bhiwapurkar, PARTNER

Given under the Right to Information Act.2005

62

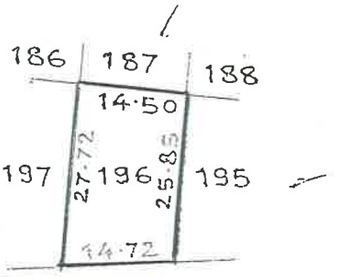
c/63.
c/7

SKETCH OF PLOT No.196 SECTOR No.21 AT : Nerul NODE NEW BOMBAY.

PLAN PREPARED AS PER SR. Planners Note No. CIDCO/SP(NB)/528

DATED : 24.8.94

AREA : 389.724. SQM



Given under the Right to Information Act,2005

M/s. TWIN CITY ENTERPRISES

PARTNER

Asstt. Estate Officer (SBD)
CIDCO LTD.

N

SCALE : 1 : 1000

PLOT DEMARCATED ON DRAWING No. DATED AS PER DIMENSION GIVEN IN OF PLANNING SECTION.

COPY TO : MARKETING MANAGER FOR FURTHER ACTION

: SENIOR PROJECT COORDINATOR(EUDP) FOR FURTHER ACTION.

: EE( ) FOR SUPPLY PLOT & ROAD LEVEL ETC.

PLAN PREPARED BY

SURVEYOR (S.H.BORKAR)

SURVEYOR (P.A.MAJLEKAR)

AN CONFIRMED
DER SR.PLANNER'S
CIDCO/SP(NB)/528
ED 24.8.94

6/9/94

CIDCO, New Bombay

63

C/79

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.

Under Certificate of Posting.

~~Estate Officer~~,
1st floor, CIDCO Bhavan,
CBD, New Bombay - 400 614.

CIDCO/EMS/EO/AEO(I)/95/ 579 Date: 26.4.95

Twin City Enterprises
21, Nirmala Vyapar Kendra,
Sh. No. 10 Sect 17, Vashi
New Bombay

Sub: Grant of permission to ~~sell plot~~ transfer rights under ~~Agreement or transfer~~ the plot of land.

Plot No. 196, Sector- 21 Node Nerul

Please refer to your application dated 3.4.95 on the subject.

In order to enable our Corporation to permit you to ~~sell the above~~ transfer your rights under ~~Agreement in respect of~~ ~~transfer~~ the above plot of land, you are requested to pay to our Corporation a sum of Rs. 10,000/- being the transfer charges payable by you to our Corporation either in cash or by Demand Draft in the name of "CIDCO Ltd." payable at Bombay/New Bombay within a period of 15 days from the date of receipt of this letter failing which the permission applied for stands refused. In that event, you will be required to apply again to obtain such permission.

Given under the Right to Information Act.2005

Yours faithfully,

ESTATE OFFICER(I)

77

O/C/22

STATE BANK OF INDIA IV

C.B.D. Belapur, New Bombay - 400 614.

(ESTATE BRANCH ACCOUNT)

Challan No. 17781 Date 4.5.95

For credit to the A/c. of City and Industrial Development Corporation of Maharashtra Limited New Bombay

challan for office use

Account No. 45

Rs. 10000/= (in words) Ten thousand only

Being payment received from shri/smt. Twin city enterprises on account of the following TRF of plot No 196 Sector 21 Nerul New Bombay

C/ No.

PARTICULARS	Rs.	Ps.
1) Misc. Receipts towards Lease Premium		
2) Fees for certificate		
3) Repayment of HUDCO/HDFC LOAN		
4) Water charges		
5) Service charges (Apt.)		
6) Service charges (Plots)		
7) Rent		
8) Income of sale of Property (Transfer Charges)	10000	-
9) Cost of Gaothan plots		
10) D.P.C.		
11) Amt. Recoverable from Social Institution A/c.		
12)		
13)		
Total	10000	-

Address of the Allotee- Twin city enterprises 201. Utkarsh Udyog Kendra Plot No. 10 Sector. 17 Vashi New Bombay.

Verified and duly authanticated

S-83093 415795

Authorised offical

CIDCO Ltd.

Asstt. Estate Officer (CBD) CIDCO LTD.

79

Give Right to Inf

C/83

k Industrial Development Corporation of Manarashtra Ltd.

Branch EMS

No 583093

Date 4/5/95

d with thanks from ~~Shri/Smt.~~ M/s Tasra City Enterprises

unt of Rs. 10,000=00 (Rupees Ten

housand only

~~ash/Cheque~~*/D. D. No. 326436 dt. 4/5/95

n IOB Bank in respect of Apt./R.H./Plot No. 196

21 Plot No. — Location Nerul

ents Code No. _____ towards as mentioned below :-

	Amount Rs. P.	Upto period ended (Month)
Item ~~ent~~ No. 7780		
Plot No.		
thly Equ. Install HDFC/BUDP/HUDCO uding D. P. C.)		
thly Service Charges uding D. P. C.)		
er Charges		
tificate Charges		
nsfer Charges	10000=00	
ers : i)		
ii)		
iii)		
iv)		
v)	10000=00	

ect to realisation of Cheque.

For

81

Given under the Right to Information Act.2005

C/89 20 Rs.



50

बीस रुपये

सत्यमेव जयते

भारत

INDIA

TWENTY RUPEES

२०रु. 20Rs.

विक्रीचे ठिकाण कोपरखैरणे, वाशी,
अनु. क्र. न 15523 किंमत रु. 201
नांव Twin City Enterprises
दिनांक ... ...

Asstt. Estate Officer (CBD)
CIDCO LTD.

17 MAY 1995

एन. सी. भोजने

Given under the Right to Information Act 2005

TRIPARTITE AGREEMENT

THIS AGREEMENT made at CBD Belapur this 30 th day of May One Thousand Nine Hundred and Ninty Five between CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, a Company incorporated under the Companies Act 1956 and having its Registered office at Nirmal, 2nd floor, Nariman Point, Bombay-400 021 hereinafter referred to as the Corporation (which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and assign or assignees) of the First Part (1) Shri. Govind H Advani & (2) Shri.Gobind P.Bhatia both carrying business in Partnership at, 201 Nirman Vyapar Kendra, Plot No.10, Sector 17, Vashi, New Bombay 400 705. under the name and style of M/s.TWIN CITY ENTERPRISES, a Partnership Firm Registered under the partnership ACT 1932; hereinafter referred to as "the original Licencee" (which expression shall unless it be repugnant to the context or meaningthereof, include its successor/successors

M/s. TWIN CITY ENTERPRISES

HUMPHREYS & GLASGOW CONSULTANTS PVT. LTD.

and assign or assigns) of the Second Part, AND M/s.HUMPHREYS & GLASGOW CONSULTANTS PVT.LTD. A company registered under the companies ACT,1956 having its registered office at Gammon House, Savarkar Marg, Prabhadevi, Bombay 400 025. (Hereinafter refered to "the New Licensee" which expression shall where the context so admits be deemed to include its successor or successors, its assign or assigns) of the Third Part.

WHEREAS by Agreement to Lease made at CBD. Belapur on 3 rd April 1995 by the Corporation, hereinafter reffered to as "the said Agreement", the Corporation agreed to grant a Lease to the Original Licensee and the Original Licensee agreed to accept the Lease of plot No.196, situated at sector 21, Nerul, New Bombay on terms and conditions specified therein.

AND WHEREAS the original Licensee paid to the corporation premium of Rs.84,58,569.70 (Rupees Eighty-four lac's fifty-eight thousand five hundred sixty-nine and paise seventy only) and the corporation delivered the possession of the said plots to the original Licensee in pursuant to the "said Agreement".

M/s. [illegible]

PARTNER

HUMPHREYS & GLASGOW CONSULTANTS PVT. LTD.

M.V. VORA
Director Finance & Company Secretary

Asstt. Estate Officer (CBD)
CIDCO

Given under the Right to Information Act.2005

AND WHEREAS the original Licensee requested the Corporation to grant to it the permission to transfer and assign its rights and interest in/or benefits under the "Said Agreement" to the New Licensee in accordance with conditions of the "Said Agreement" and the Corporation having granted permission to the original Licensee agreed to do so on the terms and conditions appearing hereinafter.

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

1. The Corporation shall, in pursuance of the "Said Agreement" and in consideration of the permission contained herein, grant lease to the New Licensee.

Given under the Right to Information Act,2005

2. The New Licensee shall be substituted for the original Licensee in the Said Agreement and shall have all the rights, obligations, benefits and equities accordingly thereunder.

3. The Original Licensee relinquish and release all his rights, titles, benefits, interests claims or demands whatsoever in the Said Agreement and discharges the corporation from all obligations or liabilities required to be performed to him by the Corporation under the "Said Agreement".

4. The stamp Duty payable under this tripartite agreement shall be borned and paid by the New Licensee Wholly and exclusively.

M/S. [illegible]

PARTNER

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first herei-nabove written.

1. SIGNED, SEALED AND DELIVERED
for and on behalf of Corpora-
tion by P.N.MHATRE, Asst.-
Estate Officer
in the presence of:

Asstt. Estate Officer (C.B.D.)
CIDCO of Maharashtra Ltd.
CIDCO Bhavan
C.B.D. Belapur, New Bombay-400 614.

1).Shri.K.G.Patil.

2).Shri.R.K.Bhiwapurkar.

2. SIGNED, SEALED AND DELIVERED BY
M/s.TWIN CITY ENTERPRISES.
the Original Licencee.
1>.Govind H.Advani.

M/s. TWIN CITY ENTERPRISES

PARTNER

2>.Gobind P.Bhatia.
in the presence of:

1).Shri.K.G.Patil.

2).Shri.R.K.Bhiwapurkar.

3. SIGNED, SEALED AND DELIVERED BY
M/s.HUMPHREYS & GLASGOW CONSULTANTS PVT.LTD.
The new Licensee by the hand of
Shri.M.V.VORA.
Pursuant to B.R.No.
in the presence of:

HUMPHREYS & GLASGOW CONSULTANTS PVT. LTD.

M.V. VORA
Director Finance & Company Secretary

1).Shri.K.G.Patil.

2).Shri.R.K.Bhiwapurkar.

Received 2 Copies

Given under the
Right to Information Act.2005

HUMPHREYS & GLASGOW CONSULTANTS PVT LTD.
M.V. VORA
Director Finance & Company S...

86

c/91

JMPHREYS & GLASGOW CONSULTANTS LTD.

ineering Consultants to the Process Industries

ciates: JACOBS ENGINEERING LTD., U.K.

187
-21

8th December, 1995

EMS / C.B.D.
In No. 27
Date 11/12/95

The Estate Officer,
CIDCO Ltd.,
CIDCO Bhavan,
New Bombay.

Sub : NOC for temporary water & electric connection.

Dear Sir,

Please find enclosed xerox copy of Development permission and Commencement certificate issued for construction of our building on Plot No.187, 188, 195 & 196 in Section 21, at Nerul, New Bombay, by NMMC.

You are requested to issue NOC for temporary water and electric connection as we intend to start the work soon.

Thanking you,

Given under the Right to Information Act.2005

Yours faithfully
HUMPHREYS & GLASGOW CONSULTANTS LTD.,

P.J. Mirza

P.J. MIRZA
ASSOCIATE DIRECTOR - PERSONNEL & ADMIN.

12.95

Encl:

attend immediately

87

E/93

नवी मुंबई
महानगरपालिका

Navi Mumbai
Municipal Corporation

पहिला माळा, बेलापूर भवन, सी.बी.डी.
नवी मुंबई-४०० ६१४.
दूरध्वनी क्र.: ७५७ १७ ३३, ७५७ १७ २८
७५७ २५ ९१,
फॅक्स : ७५७ ३७ ८५.

1ST FLOOR, BELAPUR BHAVAN, C.B.D.
NAVI MUMBAI- 400 614.
TEL No.: 757 17 33, 757 17 28,
757 25 91,
FAX : 757 37 85.

NO.: NMMC/D-2/TPO/BP/2755/P

To,
M/s. Humphreys & Glasgow Consultants Ltd.,
~~Akxxx~~ 201, Nirman Vyapar Kendra, Date : 1 / 11 /1995.
Plot No. 10, Sector 17, Vashi,
Navi Mumbai.

Sub: Development Permission for proposed Residential Building on Plot No. 187, 188, 195 & 196, Sector 21, Nerul, Navi Mumbai.

Ref: Your Architect's letter dated 1/9/1995.

Sir,

Please refer to your application for development permission for proposed Residential Building on Plot No. 187, 188, 195 & 196, Sector 21, at Nerul, Navi Mumbai.

The development permission is hereby granted to construct Residential Building on the above mentioned plot.

The Commencement Certificate as required under Section 45(1)(iii) of the M.R.&T.P. Act, 1966 and Section 255 of the B.P.M.C. Act, 1949 is also enclosed herewith for the structures xx referred above.

The approval for plumbing services i.e. drainage and water supply shall be seperately obtained by the Applicant from the Executive Engineer, CIDCO prior to the commencement of the construction work. You will ensure that the building materials will not be stacked on the road during the construction period.

Thanking you,

Yours faithfully,

TOWN PLANNING OFFICER,
N.M.M.C.

Given under the Right to Information Act.2005

CC TO : M/s. G.K. Vanwari Architect,
4, Mansarovar, S.V. Road,
Santacruz (W),
BOMBAY - 400 054.

E9

NAVI MUMBAI MUNICIPAL CORPORATION

E/95

COMMENCEMENT CERTIFICATE

NO.: NMMC/Div.2/TPO/BP/2755/P DATE : 1/11/95

Permission is hereby granted under Section 45(1)(iii) of the Maharashtra Regional & Town Planning Act, 1966 and Section 255 of the Bombay Provincial Municipal Corporation Act, 1949 to M/s. Humphreys & Glasgow Consultants Ltd. on Unit/Plot No. 187,188,195 & Group - Sector No. 21, Phase - at 196 Nerul, Navi Mumbai.

As per the approved plans and subject to the following conditions for the development work of the proposed : BUA 1475.26 SQ.M. RESIDENTIAL BUILDING

This Certificate is liable to be revoked by the Corporation if :

a) The development work in respect of which permission is granted under this Certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.

b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Corporation is contravened.

c) The Municipal Commissioner is satisfied that the same is obtained by the Applicant through fraud and misrepresentation and the Applicant and/or any person deriving title through or under him, in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966.

Given under the Right to Information Act 2005

(2) THE APPLICANT SHALL :

a) Give a notice to the Corporation on completion upto plinth level and 7 days before the commencement of the further work

b) Give written notice to the Municipal Corporation regarding completion of work.

c) Obtain an Occupancy Certificate from the Municipal Corporation

d) Permit Authorised Officers of the Municipal Corporation to enter the building or premises for which the permission has been granted at any time for the purpose of enforcing the Building Control Regulations and conditions of this Certific

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

(4) The Certificate shall remain valid for a period of one year from the date of issue and can be further revalidated as required under provisions of Section 48 of the M.R.&T.P. Act, 1966.

(5) The conditions of this Certificate shall be binding not only on the Applicant but also its successors and every person deriving title through or under them.

(6) A certified copy of the approved plan shall be exhibited on site.

91

C/97

(7) The plot boundaries shall be physically demarcated immediately and the intimation be given to this section before completion of plinth work.

(8) The amount of Rs. 21,900/- only deposited with MMMC as Security Deposit shall be forfeited either in whole or in part at the absolute discretion of the Corporation for breach of any other Building Control Regulation and conditions attached to the permission covered by the Commencement Certificate. Such a forfeiture shall be without prejudice to any other remedy or right of the Municipal Corporation.

(9) You shall provide overhead water tank on buildings as per the Bombay Municipal Corporation Standards.

(10) You should approach to the Executive Engineer, M.S.E.B. for the power requirement, location of transformer if any, etc.

(11) For all buildings of non-residential occupancies and residential buildings with more than 15 M. height following additional conditions shall apply :-

a. The staircase shall be separated by fire resistance walls and doors from rest of the buildings.

b. Exit from lift lobby shall be through a self closing smoke stop door.

c. There shall be no other machinery in the lift machinery room.

d. For centrally air conditioned building area of external openable windows on a floor shall be minimum 2.5 % of floor area.

e. One of the lift (Fire Lift) shall have a minimum loading capacity of 6 persons. It shall have solid doors. Lights shall not be designed in the staircase wall.

f. Electrical Cables etc. shall in separate ducts.

g. Alternate source of electric supply or a diesel generator set shall be arranged.

h. Hazardous material shall not be stored.

i. Refuse Stamps or storage places shall not be permitted in the staircase wall.

j. Fire fighting appliances shall be distributed over the building.

k. For building upto 24 M. height capacity of underground storage tank and overhead storage tank shall be 50,000 ltrs and 10,000 ltrs. respectively. Wet risers shall be provided. Pump capacity shall be 1000 ltrs./min. and 250 ltrs./min. respectively. For buildings with height above 24 mtrs. the figures shall be 75,000 ltrs. and 20,000 ltrs. and the pump capacity of 1,350 ltrs./min. and 450 ltrs. respectively.

Given under the Right to Information Act 2005

93

TOWN PLANNING OFFICER,
Navi Mumbai Municipal Corporation,
& NAVI MUMBAI.

No. CIDCO/EMS/ 3597/95

Date : 18/12/1995

Sub : Grant of No Dues Certificate.
Plot No. 196 Road No. — Sector No. 21
Node. Nerul

There are no outstaading dues on account of Service Charges against M/s Humphreys & Glasgow till the end of ~~2.11.95~~ 2.11.99 or till the occupancy whichever is earlier.

18/12
(Estate Officer(I))
O/C

To

Given Under the Right to Information Act,2005

C/50

CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.

Office of Estate Management Section,
CIDCO Ltd., CIDCO Bhavan, 1st floor,
C. B. D.-Belapur,
New Bombay-400 614.

Ref. No. CIDCO/EMS/EO/ 3548/95 Date : 12.12.95

To :
The Executive Engineer,
Maharashtra State Electricity Board,

Sub : 'No Objection Certificate' for grant of Temporary Electricity Connection

Sir/Madam,

Plot of land bearing No. 196 on road No. — situated in Sector 21 at Nerul was allotted to ~~Shri./Smt.~~/M/s Humphreys & Glasgow. The Agreement of Lease has been executed between the Corporation and him/her on 3.4.95. The Development permission has also been obtained by him/her from the Corporation on 1.11.95 for carrying out development on the aforesaid land. Our Corporation has therefore No objection for granting him / her temporary electric connection for the purpose of enabling him/her to undertake the erection of the intended building on the above land.

Given under the
Right to Information Act.2005

Yours faithfully,

ESTATE OFFICER

97

O/C
S/changes due
from 2.4.99

A/183

CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.

Office of Estate Management Section,
CIDCO Ltd., CIDCO Bhavan, 1st floor,
C. B. D.-Belapur,
New Bombay-400 614.

Ref. No. CIDCO/EMS// WATER/3599/95 Date: 18.12.95

To :
The Executive Engineer,
Water Supply Division

Sub : 'No Objection Certificate' for grant of Temporary Water Connection.

Sir,

Plot of land bearing No. 196 on road No. — situated in Sector 21 at Nerul was allotted to ~~Shri / Smt.~~/M/s. Humphreys & Glasgow Consultants The Agreement to Lease has been executed between the Corporation and him/her/them on 3.4.95. The Development permission has also been obtained by him/her/them from the Corporation on 1.11.95 for carrying out development on the aforesaid land Our Corporation has therefore No Objection for granting him her/them temporary water connection for the purpose of enabling him/her/them to undertake the erection of the intended building on the above land.

Given under the Right to Information Act,2005

99

Yours faithfully,

ESTATE OFFICER

105

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.,

Estate Management Section,
CIDCO LTD. CIDCO Bhavan,
1st, Floor, CBD-Belapur,
New Bombay - 400614.

Ref.No.CIDCO/EMS/ 3597/3598/3599/95

DATE: 22.12.95

To,
M/s. Humphreys & Glaggo
Consultants Pvt. Ltd.
Gamman House, Savarkar Marg,
Prabhadevi Bombay - 25

Sub: Request for NOC.
For Plot No. 196, Sector 21, Nerul

Sir,

Please refer to your letter dated 8.12.95 for NOC of temporary Water/Electrical connection, asked by you.

The required NOC is sent herewith.

Thanking you,

Given under the
Right to Information Act.2005

Yours faithfully,

22/12
ESTATE OFFICER

O/C
22.12

10