

TRANSFER OF PROPERTY MADE EASY

**CITY & INDUSTRIAL
DEVELOPMENT
CORPORATION OF
MAHARASHTRA LTD.**
n a v i m u m b a i



TRANSFER OF PROPERTY MADE EASY

All the lands in Navi Mumbai are given on lease usually for a period of 60 years. Transfer of the leasehold right is allowed only subject to approval of CIDCO (as Lessor) and subject to the terms and conditions contained in the Lease Deed. Generally the transfer is allowed on payment of 50% of un-earned income by the licensee/ Lessee to the Corporation.

To facilitate the smooth transfer of property, the Corporation has simplified the procedure for such transfer and made the calculation of transfer charges for certain builtup properties as well as open plots easier. The documents required to be submitted along with such an application have also been reduced. In addition, all the powers for the transfer have been delegated to the Asstt. Estate Officers at the Nodal level. It is expected that all such transfers shall be effected on the same day on which a completed form with all the required documents are submitted and the suitable transfer charges have been paid to the Corporation.

This booklet is being published with a view to guide the Licensee/ Lessee of the procedure, charges etc. for getting these transfers effected. This booklet is aimed at giving general information about the policy to the public. Nothing herein shall be construed to overrule any specific condition incorporated in the Allotment order or the Agreement to Sale/ Lease. Important information as to how to obtain other relevant permissions of the Corporation after possession of land is obtained has also been included in the booklet.

**Suggestions are
welcome**

The suggestions to improve its contents or method of presentation are welcome and may be sent to the **Manager (Town Services) CIDCO LTD., 1st Floor, CIDCO Bhavan, CBD Belapur, Navi Mumbai - 400 614.**

**Joint Managing Director
CIDCO Ltd.**



GENERAL INFORMATION

A. Format for making the application

The intending transferor/transferee should submit their application in prescribed format (blank format has been included in this booklet at Annexure 'A'). The application may be made by removing this format from the booklet. This application must also be accompanied by an affidavit of the transferee (see Annexure 'B').

B. Whom to apply

The application may be made to the Asstt. Estate office of the respective Nodes at the addresses indicated below :

- | | |
|-------------------------------|---|
| 1. Airoli | Community Centre, Sector-5, Airoli,
Navi Mumbai • Phone : 2769 2163 |
| 2. Koperkhairane/
Ghansoli | Community Centre, Sector-5,
Koperkhairane, Navi Mumbai.
Phone : 2754 7649 |
| 3. Vashi | Administrative Bldg., Sector-1, Vashi,
Navi Mumbai • Phone: 2782 6250 |
| 4. Nerul / Sanpada | Sector-3, Nerul, Navi Mumbai.
Phone : 2770 7563 |
| 5. CBD/Kharghar/
Ulwa | Raigad Bhavan, Ground Floor, CBD,
Belapur, Navi Mumbai • Ph.: 2757 1016 |
| 6. Kalamboli /Tarapur | Kalamboli Site Office, Sector-7,
Kalamboli, Navi Mumbai.
Phone: 2742 1299 |
| 7. New Panvel/
Dronagiri | Sector-I (S), New Panvel
Phone : 2745 2742 |
| 8. Rly. Complexes
& NRI | Rly. Station Bldg., Vashi, Sector-30A,
Phone : 2781 2013 |

C. Charges for effecting transfer and mode of payment

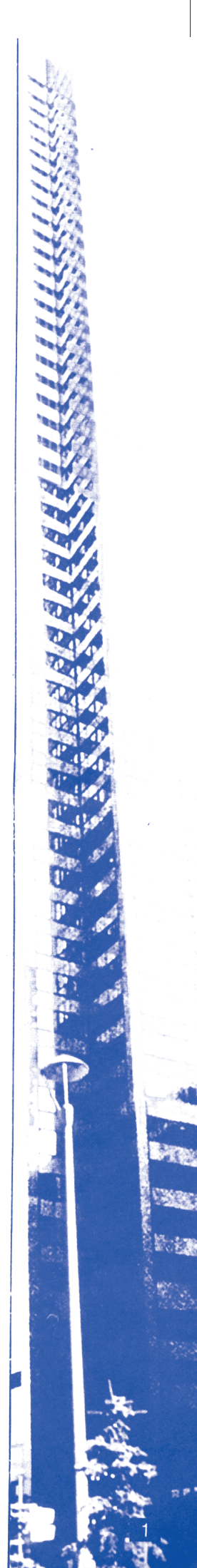
The charges payable for effecting the transfer are indicated later in this booklet. All payments are to be made by Demand Draft drawn in favour of 'CIDCO Ltd', payable at Mumbai / Navi Mumbai and to be submitted alongwith the application to the respective Nodal Asstt. Estate Officers (A.E.O.).

D. Time taken to effect a transfer

It is expected that the transfer shall be effected the same day an application is made to the AEO, provided all the relevant documents are submitted alongwith the application and the necessary transfer charges are paid. In case of any unusual delay please do not hesitate to contact the Manager (Town Services).

E. When to approach the Corporation

The original Lessee should approach the Corporation and obtain a "No Objection Certificate" (format at Annexure - 'E') before entering into any transfer transaction. The Sub-Registrar is not supposed to allow registration of any such document without the No Objection Certificate of the Corporation. Once the NOC has been obtained from the Corporation, the transfer document can be registered. A copy of the Deed and a copy of the receipt of Registration should be made available to the Corporation to enable the concerned Asstt. Estate Officer to issue the final letter (format at Annexure - 'F') recognising the transferee as the new lessee of the Corporation.



In case the original allottee wants to transfer his title before the execution of lease deed/deed of apartment, the Corporation can allow such a transfer through a Tripartite Agreement between the Corporation, transferor & transferee and on the payment of transfer charges as applicable. Such transfer can, however; be allowed only after the full lease premium has been paid to the Corporation.

If after payment of the transfer charges and getting NOC of the Corporation, the proposed transaction/transfer does not materialise or gets cancelled for any reason the transfer charges paid to the Corporation shall be refundable after forfeiting 10% of the amount paid subject to minimum of Rs. 1,000/-.

F. Who can apply

The applications shall normally be made only by the original Licensee/lessee of the Corporation, and in the case of a Co-Operative Housing Society, an approved member of such a society.

The Corporation may also allow application to be made by the transferee or a Power of Attorney holder for transfer in his name. The Intending Transferee shall in such cases also submit an Indemnity Bond which shall purport to save the Corporation harmless from any loss or damage arising from effecting the transfer in his favour and also from all charges, expenses and consequences of litigation against the Corporation which may arise therefrom. A format of this Indemnity Bond is at Annexure 'C'.

If the signature made on transfer application does not tally with the signature made on the Agreement, the Asstt. Estate Officer may allow transfer on the basis of his duly attested signature by the Bank Manager where the applicant has an account.

G. Charges in case of multiple transfer

In case of more than one transfer from the original lessee of the Corporation or the member of the Co-Operative Hsg. Society, the present occupant will be liable to pay, at the prevailing rate, the total amount of transfer charges for each of the transactions that have taken place till he approaches the Corporation to effect such a transfer.

H. An essential condition for the transfer

An essential condition in any transfer is that the instrument by which the Licensee/Lessee shall transfer the premises shall impose upon the transferee an obligation to perform and observe all the conditions and covenants of the lease granted to him/her. This shall include a condition that the transferee shall not sell, assign, mortgage or otherwise transfer wholly or partly the said premises save and except with the previous written permission of the Corporation and on payment of such transfer charges as may be prescribed in the Lease Deed.

I. Other pre-requisites for transfer

- (i) Before any transfer is effected, the Lessee is required to have paid to the Corporation all the outstanding dues, alongwith delayed payment charges, if any, upto the date of transfer. This includes the service charges (upto 31st March of the financial year), water dues (upto date of transfer) and annual lease rent etc.
- (ii) In case of open plots where the period allowed to complete the construction is over; it is also expected that the Lease-

Deed should have been executed in favour of the original lessee before the transfer is effected.

- (iii) In case the construction is still not completed, suitable extension in construction period on payment of additional lease premium as may be payable as per rules is also required to be obtained.
- (iv) It is also expected that the land/built up premises are being used for the purpose for which it was allotted. It is also expected that no unauthorised construction has been made. In case of change of use and where such change can be regularised. In certain cases, the transfer may also be allowed on receipt of an undertaking of the transferee in the prescribed format to remove the unauthorised use/construction in a limited period of time.

J. Documents required

The application in the appropriate format should be submitted to the concerned Nodal Asstt. Estate Officer along with the following documents :

- (i) Copy of document (Agreement to Lease / Sale/Hire Purchase or Lease Deed/Deed of Apartment) of which the title is proposed to be transferred.
- (ii) Affidavit cum Undertaking of the transferee on stamp paper of Rs. 100/- as per format placed as Annexure 'B'.
- (iii) Zerox copy of receipt of payment of dues of CIDCO (service/water charges etc.)
- (iv) **Additional Documents:** Following additional documents shall be required:-

In case the property had earlier been mortgaged in favour of a financial institution / employer etc. a loan clearance certificate/ NOC from the said institution.

In case of the transfer of apartments to be permitted on the basis of Power of Attorney - Applicable only when such a scheme is announced by the management through public notification.

- a) Original Power of attorney.
- b) Agreement to Sale (between the Transferor and Transferee).
- c) Indemnity Bond (Annexure 'C').

In case the signature of the Lessee / Licence holder does not tally with the signature in the Lease Deed -

- a) The attested signature from the Branch Manager of the Bank where the Lessee/Licensee has an account.
- b) Affidavit (Annexure 'B').

In case the applicant is member of a Co-operative Housing Society -

- a) Resignation of outgoing member.
- b) Resolution passed by the Society for acceptance of resignation of outgoing member as well as admission of new member.
- c) A certificate of the Society certifying the carpet area of the dwelling unit to be transferred/constructed.

Note : In case apartments covered under DRS Scheme-1987, the documents referred at (c) are not required to be submitted.

In case the Transferor/Transferee is a Partnership Firm -

- a) Registration Certificate of Partnership Firm
- b) Deed of Partnership
- c) If one partner signs the transfer application then Power of Attorney executed by other partners in his favour.

In case the Transferor/Transferee is a Private Ltd. Company-

- a) Memorandum and Articles of Association of transferor Company.
- b) Resolution passed by the transferor and transferee for transfer/purchase of plots by the authorised signatory.
- c) Certificate of Chartered Accountant of transferor and transferee showing the present status of share capital.

K. Transfer Charges : The current applicable transfer charges shall be as follows :

- (i) Transfer charges for transfer of Apartments including SS type units / shops / office premises/ SS type shop cum residential units / godown constructed by CIDCO
- (ii) Transfer of existing member / enrolling of additional member in the Society to which open plots are allotted, including the Societies to which lease is granted under Section-10 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963 in which case Part / Full Occupancy Certificate is obtained.

a)

Sr. No.	Carpet area in Sq. Mtrs.	For properties in Developed Nodes such as Airoli, Koparkhairne, Vashi, Sanpada, Juinagar, Nerul, CBD Belapur, Kharghar, Panvel.		For properties in other Nodes such as Ghansoli, Ulwe, Kalamboli, Kamothe, Dronagiri	
		Appts including S. S. type units	Shop, Office Godown, SS type shop cum Residential Units & other commercial units constructed by CIDCO	Appts including S. S. type units	Shop, Office Godown, SS type shop cum Residential Units & other commercial units constructed by CIDCO
1	Upto 20	12,100	24,000	11,000	22,000
2	21 to 30	18,700	37,400	15,400	30,800
3	31 to 40	25,300	50,600	19,800	39,600
4	41 to 50	36,300	72,600	29,700	59,400
5	51 to 60	49,500	99,000	39,600	79,200
6	61 to 70	61,600	1,23,200	49,500	99,000
7	71 to 80	74,800	1,49,600	59,400	1,18,800
8	81 to 100	1,05,600	2,11,200	83,600	1,67,200
9	101 to 150	1,84,800	3,69,600	1,46,300	2,92,600
10	151 to 200	2,21,100	4,42,200	1,84,800	3,69,600
11	200 Sq. Mtrs. & above	2,92,600	5,85,200	2,21,100	4,42,200

(Note: Area shall be rounded off to the nearest numerical i.e. the fraction upto 0.5 sq. mtr. shall be ignored and a fraction beyond 0.5 sq. mtr. shall be treated as whole number at next slab.)

- iii) In respect of transfer of Shares of existing members to new member or for admission of new members in the Co-operative Housing Society, before Full / Part Occupancy Certificate is obtained, the 50% of the Charges prescribed above shall be levied as the Transfer Charges subject to minimum of Rs. 5,000/-

b) Transfer Charges for plots allotted for residential purpose :

Sr. No	For plot in Developed Nodes such as Airoli, Koparkhairne, Vashi, Sanpada, Juinagar, Nerul, CBD-Belapur, Kharghar, Panvel		For plot in other Nodes such as Ghansoli, Ulwe, Kalamboli, Kamothe, Dronagiri & Others areas.	
i)	upto 40 Sq. Mtrs.	25,300	upto 40 Sq. Mtrs.	16,500
ii)	upto 60 Sq. Mtrs.	41,800	upto 60 Sq. Mtrs.	30,800
iii)	upto 100 Sq. Mtrs.	58,300	upto 100 Sq. Mtrs.	44,000
iv)	101 sq. m. to 500 sq. m.	93,500	101 sq. m. to 500 sq. m.	73,700
v)	501 to 2000 sq. m.	1,39,700	501 to 2000 sq. m.	1,04,500
vi)	2001 sq. m. & above	2,78,300	2001 sq. m. & above	2,09,000

In case of transfer of units constructed on plots allotted for individual use i. e Bungalow / Row House plots etc., the Transfer Charges shall be levied as prescribed at (A) above.

c) Transfer Charges for plots allotted for commercial and Residential cum Commercial cum Commercial purpose :

Sr. No	For plot in Developed Nodes such as Airoli, Koparkhairne, Vashi, Sanpada, Juinagar, Nerul, CBD-Belapur, Kharghar, Panvel		For plot in other Nodes such as Ghansoli, Ulwe, Kalamboli, Kamothe, Dronagiri & Others areas.	
	Area	Amount (Rs.)	Area	Amount (Rs.)
i)	upto 500 Sq. Mtrs.	1,93,600	upto 500 Sq. Mtrs.	1,84,800
ii)	501 to 2000 sq. Mtrs.	3,87,200	501 to 1500sq. Mtrs.	3,70,700
iii)	2001 to 4000 sq.mtrs.	9,69,100	1501 to 2500sq.mtrs.	5,55,500
iv)	4001 sq.mtr. & above	13,55,200	2501sq.mtrs.& above	9,19,600

d) Transfer Charges for plots earmarked for Industry, Service Industry, Warehousing and Health user:

Sr. No	For plot in Developed Nodes such as Airoli, Koparkhairne, Vashi, Sanpada, Juinagar, Nerul, CBD-Belapur, Kharghar, Panvel		For plot in other Nodes such as Ghansoli, Ulwe, Kalamboli, Kamothe, Dronagiri & Others areas.	
	Area	Amount (Rs.)	Area	Amount (Rs.)
i)	upto 200 Sq. Mtrs.	84,700	upto 200 Sq. Mtrs.	68,200
ii)	upto 500 sq. Mtrs.	1,68,300	upto 500 sq. Mtrs.	1,35,300
iii)	for more than 500 sq. mtrs.	2,53,000	for more than 500 sq. mtrs.	2,02,400

e) Transfer Charges for plots allotted for Social Service purpose :

Sr. No	For plot in Developed Nodes such as Airoli, Koparkhairne, Vashi, Sanpada, Juinagar, Nerul, CBD-Belapur, Kharghar, Panvel		For plot in other Nodes such as Ghansoli, Ulwe, Kalamboli, Kamothe, Dronagiri & Others areas.	
	Area	Amount (Rs.)	Area	Amount (Rs.)
i)	upto 200 Sq. Mtrs.	70,000	upto 200 Sq. Mtrs.	56,000
ii)	upto 500 sq. Mtrs.	1,39,500	upto 500 sq. Mtrs.	1,11,500
iii)	for more than 500 sq. mtrs.	2,09,000	for more than 500 sq. mtrs.	1,67,000

- 1) The Transfer Charges for Built-up premises at IIP, Vashi and IITP Belapur (for all kinds of premises including for IT Units, Offices and Shops & Kiosks)

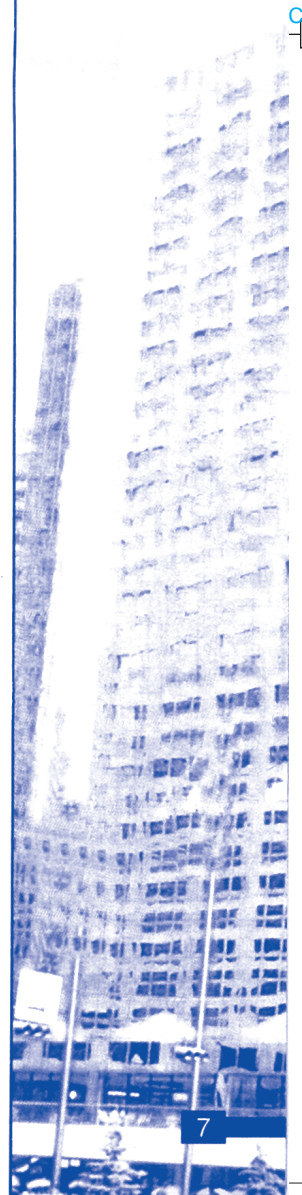
Built-up area (in sq.ft.)	Transfer charges (in Rs.)
Upto 500	12,100
Above 500 - upto 1000	36,300
Above 1,000 - upto 2,500	91,300
Above 2,500 - upto 5,000	2,42,000
Above 5,000 - upto 10,000	4,84,000
Above 10,000 - upto 20,000	6,05,000
Above 20,000	12,10,000

- 2) Transfer Charges for Built-up premises at Railway Stations, at Sanpada, Juinagar, Nerul (for all kinds of premises including for Officers and Shops)

Built-up area (in sq.ft.)	Transfer charges (in Rs.)
Upto 500	12,100
Above 500 - upto 1000	30,800
Above 1,000 - upto 2,500	60,500
Above 2,500 - upto 5,000	1,21,000
Above 5,000 - upto 10,000	3,02,500
Above 10,000 - upto 20,000	4,84,000
Above 20,000	12,10,000

- 3) Transfer Charges for Plots at IIP, Vashi, ITHP Dronagiri Multiplex Theatre and Industrial Park, Kalamboli.

Built-up area (in sq.ft.)	Transfer charges (in Rs.)
Upto 2000	2,42,000
Above 2000 - upto 5000	6,05,000
Above 5000	12,10,000



L. Miscellaneous Transfers

In addition to the above, transfer of the following types are permitted on payment of nominal charges.

i) Associate membership in a Co-op. Hsg. Society

The Society will be permitted to allow members to take the spouse as associate member on payment of Administrative charges of Rs.500/- per member.

(ii) Transfer / Assignment in case of death of original lease holders

The leasehold rights are transferred to the successors on the basis of (a) Letter of Administration or (b) Probate of will or (c) Succession Certificate or (d) Heirship Certificate. Such transfer is allowed on payment of nominal administrative charges of Rs.500/- only.

(iii) Nomination of Successors

The Corporation has recently allowed the facility for nomination of the successor by the original lease holder. Where such nomination is available, transfer can be allowed to be effected by the Nominee without any such documents. Only the proof of death by the Competent Authority (in original is required to be produced with the application.

The format of the Nomination cum Indemnity is annexed as Annexure "D". Such a nomination duly notarised shall be taken on record of the Corporation on payment of administrative charges of Rs. 5000/- in case of each nomination.

iv) Transfer within family members / inclusion of name of family member

The Lessee/Intending Lessee or the Apartment Owner is permitted to transfer or assign his leasehold rights or benefits to the Agreement to Lease or Apartment as the case may be to a Member of his family being his/her spouse, father, mother, brother, sister, son, daughter, grand children or widowed daughter-in-law on payment of an administrative charge of Rs.5000/-.

v) Transfer between the Partners of a Partnership Firm and a Private Ltd. Company floated

The Partners of the Firm can transfer their leasehold rights/ benefit to an Agreement to Lease or an apartment to a Private Limited Company wherein the partners hold not less than 60% of the share capital of the Transferee shall modify the Articles and Memorandum of Association to the effect that the Transferee shall not allow its present share holders to transfer their shares without the prior written permission of the Corporation. This Transfer will be allowed on payment of Administrative charges of Rs. 10.000/-.

M. Miscellaneous Transfers

vi) Transfer between the Holding and its Subsidiary Company

A Govt. Company/Private Limited Company is permitted to transfer its leasehold right or rights to the Agreement to Lease or an apartment as the case may be to its Subsidiary Company on payment of an Administrative charge of Rs. 10,000/-.

vii) Transfer between an Individual Intending Lessee & a Private Ltd. Company

An Individual Intending Lessee will be permitted to transfer & Assign the benefits of Agreement to Lease to a Private Limited Company wherein he holds not less than 60% share capital of the Transferee Company & is one of the Directors of the Transferee Company, on payment of Administrative Charges of Rs. 10,000/-. The Transferee Company will be required to modify the conditions incorporated in the Articles & Memorandum of Association to the effect that the transferee shall not further transfer his share without the prior permission of Corporation.

(viii) Transfer of Apartments from Apartment Owners Association to Co-op. Housing Society

Initially the tenements/shops/plots allotted by the Corporation were subject to the provision of Maharashtra Apartment Ownership Act, 1970 and subsequently the declarations for registering the Association of Apartment Owners in respect of the various Condominiums were filed and thereafter such associations have been functioning. The requests are, however, being made to allow such Association to get converted into the Co-operative Housing Society. Although such conversion shall amount to transfer of the apartments by the owner thereof to the Co-Operative Housing Society in legal parlance, such transfer will be without any pecuniary consideration. It has been decided to allow such conversion without levy of any transfer charges subject to following conditions

- (a) All the apartments in the Association are converted to outright purchase by repaying in full the hire purchase amount and
- (b) The members of the proposed Co-operative Housing Society are the original allottees of the apartments or those who have legally got transferred the rights with approval of the Corporation.

N. Policy for Expansion of user

The Corporation has been receiving constant demands for permitting change of user in respect of properties leased out. Hence it has been decided to have a more flexible policy for allowing expansion of users.

The charges recoverable for allowing such expansion of users will be :

- (a) Wherever the expanded user is compatible to the user initially allowed, administrative charges Rs.500/- per Sq. Mtr. shall be leviable.
- (b) Wherever the expanded user is totally different than the one initially allowed, the lease premium at maximum of the amounts calculated by the following 3 methods shall be leviable
 - (i) Lease premium at the rate applicable to the highest user for the relevant FSI under the pricing policy in force for the time being minus lease premium at the rate applicable as per the pricing policy in force for the time being for the allotted user.
 - (ii) Lease premium at the rate applicable to the highest user for the relevant FSI under the pricing policy in force for the time being minus original Lease premium paid to be escalated at a compound rate of 12% per annum for the period from the date of Agreement till the date of application for permitting the change of user
 - (iii) Administrative charge leviable i.e. Rs.500/- per Sq. Mtr of the buildable area for which the change of user is sought.

A table indicating the permissible expansion of users is shown on next page :

SCHEDULE INDICATING THE PERMISSIBLE CHANGE OF USERS

Sr. No.	User for which land is originally allotted	Extent of expansion of user permissible on levy of Administrative charges	Extent of expansion of user to be allowed on levy of lease premium	Remarks
1.	Service Industry plots allotted for a specific trade.	Any Service Industry/cold storage, Warehouse except for storage of explosives or hazardous chemical material including LPG.	Hotel, Cafeteria, Bank and Admn. offices. Showroom / Show window.	
2.	Ware-housing.	Cold storage.	Subject to Planning & Engg. Approval. Banks & admn. offices. Showroom / Show window, Hotel, Cafeteria.	
3.	Iron & steel warehousing.	Sale of steel products by manufacturers like Ball bearings & non-ferrous metals.	Any user connected with processing of steel without causing any pollution hazard.	Subject to NOC of the Market Committee and permissibility under the relevant Act.
4.	Timber market.	Timber processing and manufacture of wooden items including furniture, boxes, etc. & their warehousing including building material.	Hotel, Cafeteria. Bank and Admn. offices, Showroom / Show window.	
5.	Cold storage.	Service industry, Warehousing, except for storage of explosives and hazardous chemicals including LPG.	Hotels. Cafeteria. Banks & Admn. offices. Showroom / Show windows.	
6.	Residential apartment sold by the Corporation or by individual member as in case of Co-operative Society after occupation.	Nil	Professional offices, consulting chambers, (No industrial activity or clinic/ Hospital with inpatient facility shall normally be allowed) & Minor commercial & educational usage catering to the local community and not leading towards an assembly usage of land.	Subject to the clearance of Association / Co-operative Society and also subject to the condition that the proposed activity does not create a nuisance for other residents in the surrounding area.
7.	Independent Bungalow Plot / Row House / BUDP Plots.	Nil	Admn. offices. Banks show room / show windows, subject to Planning approval.	Subject to the condition that it does not create any nuisance to the surrounding area.
8.	Residential / Co-op. Hsg. Society (where such usage is sought by the society before occupation certificate is given.)	Nil	Maximum 10% of the area for admn. offices & Banks, Showroom/Show windows.	
9.	Residential - cum - commercial	Cafeteria. Hotel. Health users. Social, Educational Institution.	—	
10.	Shops sold by Corporation -allotted for specific use.	Any type of shop except flour mill and Cafeteria (which involves cooking) Flour Mill and Cafeteria allowed subject to concurrence of Planning Dept. Flour Mill on payment of five times the Adm. charges. No flour Mill shall be allowed in any shop below a residential unit.	—	
11.	Banks & Administrative office.	Hotel. Cafeteria, Show-Room / Show Windows. Residences, Health users, Educational, Social Institutes.	—	



Sr. No.	User for which land is originally allotted	Extent of expansion of user permissible on levy of Administrative charges	Extent of expansion of user to be allowed on levy of lease premium	Remarks
12.	Corporate shifting schemes for offices	—	25% of the permissible FSI can be allowed for any commercial activity.	
13.	Cafeteria	Hotel, Banks & Admn. Offices, Show-room / Show-windows or other commercial uses, Health Users, Residential.	—	
14.	Hotel	Offices, Banks & Admn. Offices. Show room / Show-windows, Residential, Health users.	—	
15.	Show-room / Show-windows	Shops, Banks & Admn. Offices. Hotels. Educational Institutes. Health user. Social Institutions.	—	
16.	Health users	Essential Residence, Educational Institutes related to health, Medical shop.	Compatible commercial use like surgical equipment shop, florists. Bookshop, cafeteria, department stores etc.	
17.	Cinema Theatre	Residential, social. Educational. Health user. Multiplexes.	Banks & Admn. Offices. Show room / Show windows, Hotels.	
18.	Petrol Pumps	Within the allowed builtup area ancillary ommercial use like Departmental stores (including Automobile spare) communication Centre, medical shops, packed food counters to the extent of 20%.	—	User as in Column 3 can be allowed over and above the allowed buildable area to the extent of 2 thereof but on payment lease premium / of equivalent to the base rate of the relevant FSI for Petrol pumps.
19.	Weigh Bridge	Ancillary commercial use like Departmental stores (including Automobile spare) Communication Centre. medical shops, packed food counters to the extent of 20% of buildable area.	—	- do -
20.	L.PG Godown and show room.	—	Show-room / Show-window, cafeteria.	
21.	Social Institutions.	—	Upto 20% of land can be allowed to be used for commercial users like marriage / exhibition hall Banks & Admn. offices, show-room /show window.	
22.	Educational Institutions.	—	Upto 10% of area for stationery shops, bookshops. Banks, Xerox Centres, sports equipments shops & other compatible user.	
23.	Religious	—	10% of the land area can be allowed for compatible user like book stalls, florist shop worshipping article shops etc.	

Note : All the above expansions of use shall be permitted at the sole discretion of the Lessor i.e. Corporation. The Corporation reserves the right not to allow any expansion of the use. eventhough permitted by the above table in case the same is likely to cause a health hazard, have an adverse environment impact, may be beyond the capacity of available infrastructure, may cause traffic/parking problem or may cause nuisance to the general public in any manner.

All such uses shall be subject to the provisions of the General Development Control Regulation or any other relevant law in force.

FOR THE USE OF APPLICANT**Annexure 'A'**

No _____

Name _____

Address _____

Date _____

To.

The Asstt Estate Officer CIDCO Ltd.

_____ Node.

Navi Mumbai.

Sir

Sub.: Grant of permission to transfer and assign the leasehold rights

Node : _____ Sector _____

Plot No _____ Aptt. No./Shop No _____

1. I am the apartment/shop owner/Intending Lessee/Lessee of the following property. A copy of my Agreement to Lease/Deed of Apartment/Document indicating my right is enclosed.

OR

I am the holder of Power of Attorney on behalf of Shri./Smt. _____ the original Lessee of the Corporation and I am enclosing the original Power of Attorney and the original document executed between original Lessee and me as well as an Indemnity Bond in favour of the Corporation.

2. I intend to transfer and assign my rights to Shri./Smt _____ residing at _____ request you to grant me requisite NOC to transfer the above property.
3. I do not owe any dues to the Corporation and have paid all the charges including the annual lease rent of Rs 100/- the water charges and the service charges to the Corporation I am enclosing the photocopies of the relevant receipts.
4. I undertake to pay requisite transfer charges determined by the CIDCO within 15 days from receipt of demand letter.
5. I have not sold/mortgaged or assigned or transferred by any means wholly or partly the said premises.
6. I hereby declare that transferee has unconditionally agreed to abide with the terms and conditions of lease granted by CIDCO after grant of permission to transfer by the CIDCO. I also undertake that transferee shall also abide with the condition of lease granted in my favour regarding not to sell, assign, mortgage or otherwise transfer wholly or partly the said premises without previous permission of CIDCO.

(PTO)

7. I hereby solemnly declare that I have not violated at any time any term and condition of the original lease premises and is being used as per stipulation.

OR

I have committed the breach of the conditions of the original lease and undertake to restore the land to its original use within 30 days of this permission. An undertaking to this effect from the Transferee is also enclosed.

8. An undertaking of the transferee, Shri._____ is also enclosed.
9. I undertake to execute Deed of Conveyance in favour of Transferee within period of 3 months from the date of permission and accordingly I will furnish the certified copy of Conveyance Deed within seven days after such registration.

Thanking you,
Yours faithfully,

AFFIDAVIT-CUM-UNDERTAKING

Annexure 'B'

STAMP PAPER OF Rs. 100/-

I Shri/Smt. _____ (intending transferee, an Indian Inhabitant,
aged _____ years, occupation _____ residing at _____

_____ do hereby solemnly affirm and state on oath as follows :

1. The Apartment No/Flat No./Plot No./Shop No _____ in Sector _____ node, Navi Mumbai is agreed to be leased or granted lease by the City & Industrial Development Corporation of Maharashtra Ltd. (hereinafter for the sake of brevity referred as "the Corporation") to Shri/Smt. _____ original lessee for the purpose of residential/commercial/_____. The lease granted is valid upto _____.
2. That the Original Lessee has agreed to assign/sale the above described property in my favour and accordingly I have agreed to accept the assignment or/sale subject to the condition that the Corporation grants permission for such alienation or transfer.
3. I am aware about the terms and conditions of the lease granted in favour of the original lessee by the Corporation and I hereby unconditionally agree to abide with these terms and conditions.
4. I am also aware that I am not entitled to transfer, sell, assign, mortgage, under-let or otherwise transfer wholly or partly the demise premises or interest therein or part wholly or partly with the possession of the demise premises or permit any person to use wholly or partly the demised premises without obtaining the permission in writing from the Corporation.
5. I also undertake the liability to remove at my cost the unauthorised construction if found to have been made by the transferor.
6. I hereby declare that the transfer application has been duly signed by the original lessee. If there is any discrepancy appearing in the signature on original agreement and this transfer application, then for such discrepancy, I will be solely responsible and the Corporation will not be liable or responsible for effecting transfer on the basis of such an application. I further undertake that if any loss or damage is caused to the Corporation due to this transfer in my favour; I shall indemnify or keep indemnified the Corporation.
7. I also hereby undertake that whatever outstanding dues are payable by the original lessee, I will pay the same without hesitation and also further undertake to pay the service charges, water charge or fees of the association as per the existing rules.
8. Failure on my part or breach of any terms and conditions, the Corporation is entitled to evict me from the said property or to initiate any action as per the conditions of lease.

Solemnly affirmed on oath the _____ day of _____ 20

Place : _____

Date: _____



INDEMNITY BOND

Annexure 'C'

STAMP PAPER OF RS. 100/-

I, Shri/Smt _____ Intending Transferee aged _____ years,
Occupation _____ resident of _____ do hereby solemnly affirm and state on oath as follows:-
The Apartment/Flat/Shop/plot No. _____ situated in Sector _____ of _____ Node, Navi Mumbai,
is agreed to be leased or granted lease by City & Industrial Development Corporation of Maharashtra
Ltd. (hereinafter for the sake of brevity referred to as 'the corporation') to Shri/Smt. _____
_____ original Intending Lessee/Lessee for the purpose of residential/commercial
or other purposes. The Lease granted is valid for the period from _____ to _____.

The original Intending Lessee/Lessee agreed to transfer the above described property in my favour
and accordingly executed Agreement to Sell on _____ and also Power of Attorney on _____.
On the basis of these two documents executed by original Intending Lessee/Lessee, I am in lawful
possession of the said property. However at that time we did not seek the prior permission of the
Corporation for effecting the transfer in my favour.

In order to transfer legally the said property, I am aware that the transfer application is required to be
signed by the original Intending Lessee/Lessee. However, in spite of my best efforts, I am not able to
find out his whereabouts. Therefore, the sale transaction concluded between myself and him remains
incomplete for want of transfer permission by the Corporation.

Taking into consideration, the aforesaid facts and circumstances, I have made request to the Corporation
to allow the transfer in my favour on the basis of Agreement to Sell and Power of Attorney. The Corporation
is kind enough to consider my request subject to the condition that in case the Corporation allowed to
transfer leasehold rights of the aforesaid property on the basis of Agreement to Sell and Power of
Attorney, if any claim for damages arises from the original Intending Lessee/Lessee or from anybody
else in his behalf or from third party, the Corporation is to be indemnified. This condition is free from
legal objection and therefore I am ready and accept willingly and voluntarily. In case any such subsequent
claim arises as mentioned above, I hereby undertake to indemnify and keep indemnified the Corporation
from such claims. Hence this declaration on oath.

Deponent

Identified by :



NOMINATION

Annexure 'D'

To,
The City and Industrial Development
Corporation of Maharashtra Limited
CIDCO Bhavan, CBD-Belapur,
Navi Mumbai.

- I. Shri./Smt./Ku. (Full Name) _____
Age _____ years, residing at _____
hold the following property acquired by me from CIDCO Ltd. :-

Description of property

- a) Shop/plot/apartment No. _____
b) Nature of property right held by the applicant _____
c) Location : Sector _____, Node _____ of Navi Mumbai.
2. I hereby declare that the abovementioned property has been acquired by me from and out of my own income/funds, which is a self-earned property.
3. I do hereby nominate the following person/persons to inherit the abovesaid property after my death:-
Nominee (s)

Name in full with full address of nominee(s) (1)	Relationship with the applicant (2)	Age of nominee (3)
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

4. Nomination made herein invalidates my previous nomination.
5. It is solemnly declared that it is a self acquired property of my own and in case any third party claim arises for having accepted the nomination by CIDCO, myself and nominee will be jointly and severally liable to indemnify and keep indemnified CIDCO for the the losses/damages caused, if any. Hence this affidavit.

Place : _____

Signature

Date: _____

(PTO)

CERTIFICATE BY THE ESTATE DEPARTMENT

Certified that the particulars of the above nomination have been verified and recorded in file
No. _____ pertaining to _____.

Date

Signature of the Asst. Estate Officer

Rubber stamp thereof



Declaration by witness

Nomination signed/thumb-impressed before me.

Name in full and full address of

Signature of witness

1. _____

2. _____

Place: _____

Date: _____



NO OBJECTION CERTIFICATE

Annexure 'E'

City & Industrial Development Corporation of Maharashtra Ltd.

Estate Management Section, CIDCO Bhavan, 1st Floor, CBD Belapur, Navi Mumbai - 400614.

No. CIDCO/EMS / EO / /

Date:

To,
Shri./Smt. _____

Sub.: Grant of permission to transfer plot No.
Road No. _____ in Sector _____
at _____

Sir/Madam,

Please refer to your Letter dated _____

Since you have paid a sum of Rs. _____ being 50% of the difference between the declared premium and the original premium, the Corporation is pleased to permit you to transfer and assign leasehold rights to Shri/Smt. _____ Subject to the following terms and conditions.

- (a) The transfer and assignment of your leasehold rights shall be effected after obtaining permission of the Competent Authority under Urban Land (Ceiling and Regulation) Act, 1976 by a regular conveyance according to law at the cost of the parties.
- (b) The Deed of assignment shall be registered with the Sub-Registrar of Assurance on or before _____.
- (c) The Deed of Assignment shall contain the following Covenant:
 - i) The Assignee shall not sell, assign, mortgage, underlet or otherwise transfer wholly or partly the demised premises or his interest therein or party wholly or partly with the possession of the demised premises.
 - ii) In the instrument by which the Assignee shall transfer the demised premise, Assignee shall impose upon the person to whom the demised premises are transferred to perform and observe to the Corporation all the conditions and covenants of the Lease granted to him Including this covenant.
- (d) A true certified copy of the instrument of transfer executed between you Assignee and your transferee is deposited with the Estate Officer of the Corporation within seven days from the date of its execution.

Explanation: Nothing contained herein shall apply to mortgage of the demised premises or any part thereof, to the Central Govt., a State Govt., a Nationalised Bank, the Life Insurance Corporation of India, the Maharashtra State Financial Corporation, the Housing Development Finance Corporation Ltd., or an employer of the Assignee or any other Financial Institution as may be approved by the Board of Directors of the Corporation from time to time.

- e) You shall obtain any other permission, as may be required by any other statute or law being in force.
- f) The permission hereby granted shall lapse and be of no effect if the Deed of Assignment for the intended transfer or assignment is not executed and Lodged for registration with the Registrar of Assurance on or before _____ and a certified copy with its registration No and date is deposited with the Model Asstt. Estate Officer within seven days from the time such registration, for effecting consequential changes in our record.

The Assignee will be Liable to pay such service changes as may be fixed by the Corporation from time to time.

Thanking you.

Yours faithfully,
Estate Officer

cc to : Smt./Shri. _____

City & Industrial Development Corporation of Maharashtra Ltd. Annexure 'F'

Office of Town Services Section,
CIDCO Ltd., CIDCO Bhavan, 1st Floor;
CBD Belapur, Navi Mumbai-400 614.

Ref. No.: CIDCO/EMS/

Date:

Sub : Sale of Plot/Apartment No. _____, Sector _____, at _____

Ref. : This office permission letter No. _____ dated _____

Necessary Conveyance Deed has been executed by Shri/Smt _____
in favour of Shri/Smt. _____ transferring in above mentioned
Plot/Apartment to him/her and the Conveyance Deed has been registered with the Sub-
Registrar _____ on _____ at Sr No _____ Plot No. _____
Sector _____ at _____ is accordingly ordered to be transferred in the name of
Shri/Smt. _____ in the record of our office.
Shri/Smt. _____ will be liable to pay all amounts that may be
legally due in respect of the said plot/apartment with effect from _____.

Estate Officer

To:

1. AAO(EMS)
2. ALO (With copy of conveyance deed & file in original)
3. AEO (For information and necessary charges in the Register)
4. Maharashtra Water Supply & Sewerage Board.
5. Maharashtra State Electricity Board.
6. The Secretary _____ type Aptt. Owners Assn.
7. The Seller Shri/Smt _____

8. The Purchaser Shri/Smt. _____

OTHER PERMISSIONS / NOC FROM THE CORPORATION

i) NOC for mortgaging the land/built up premises :

Any property taken on Lease from the Corporation can be mortgaged for the purpose of obtaining assistance from an institution which is on the approved list of CIDCO. A No Objection Certificate is required to be obtained from the Corporation for this purpose. The concerned Asstt. Estate Officers are empowered to issue the NOC on recovery of dues of service charges /Water charges & other dues if any as on date of issue. A process fee of Rs 500/- shall be leviable before such NOC is issued.

List of Financial Institutions approved by CIDCO

1. The Central Government
2. The State Government
3. Nationalised Bank
4. Life Insurance Corporation of India
5. The Maharashtra State Finance Corporation
6. The Housing Development Finance Corporation
7. Employer of the Intending Lessee
8. Tourism Finance Corporation Ltd
9. GIC Grih Vitta Ltd
10. Mumbai Metropolitan & Regional Development Authority.
11. A. B. Homes Finance Ltd.
12. Can Fin Homes Ltd.
13. LIC Housing Finance Ltd.
14. Co-Operative Banks registered under the Maharashtra Co-op. Societies Act. 1960.
15. Dewan Housing Development Finance Ltd.
16. HDFC Co-op. Bank Ltd
17. Times Bank
18. UTI Bank
19. Indian Bank
20. Maharashtra Co-Op. Housing Finance Ltd.
21. Housing & Urban Development Corporation
22. Shricom Housing Finance Company Ltd.
23. Industrial Development Bank of India.
24. The Karur Vysya Co-Op. Bank Ltd
25. Manipal Housing Finance Syndicate Ltd.
26. Gruh Finance Limited
27. ICICI Banking Corporation
28. South Indian Bank Ltd
29. ICICI Banking Co. Ltd.
30. Global Housing Finance Co. Ltd.
31. Rayat Sevak Co-op. Finance Ltd.
32. Oriental Bank of Commerce
33. Standard Chartered Bank
34. Vibank Hsg. Finance Ltd. (Subsidiary of Vijay Bank)
35. PNB Housing Finance Ltd.
36. Corpbank Homes Ltd.
37. Mahaiishi Hsg. Development Finance Co. Ltd.
38. The Akola Janata Commercial Co-op Bank Ltd.
39. M/s. Hongkong & Shanghai Banking Corp. Ltd.
40. ICICI Ltd.
41. Hometrust Housing Finance Co. Ltd.
42. Lord Krishna Bank Ltd
43. Tata Homefinance Ltd.
44. IDBI Bank Ltd.
45. Global Trust Bank Ltd.
46. Bank of Punjab Ltd.
47. The Laxmi Vilas Bank Ltd.

ii) NOC for seeking Building Permission:

The Lessee is expected to submit the plans to the Town Planning Officer, CIDCO/NMMC, as the case may be for seeking building permission within a period of six months of the Agreement to Lease. A penalty becomes payable in case of any delay beyond this period an NOC is required to be obtained from the Corporation on payment of penalty as specified below :

Period of Delay	Charges Payable
Upto three months	: Rs. 1000 00
Beyond 3 months upto 6 months	: Rs. 2000.00
Beyond 6 months upto 9 months	: Rs. 3000.00
Beyond 9 months upto 12 months	: Rs. 4000 00
Beyond 12 months	: Rs. 5000.00

iii) NOC for temporary Electric/Water Connection :

This NOC shall be issued by the Asstt. Estate Officer at the time of execution of Agreement to Lease.

iv) Extension of time limit for construction :

If the intending Lessee fails to complete the construction work as stipulated in relevant Agreement to Lease, the Nodal Asstt. Estate Officer shall grant extension in time limit on recovery of additional lease premium at following rates:

Sr. Period	Plots Allotted under Social facility Category	For plots other than Social facility Category
1 Upto 1 yeaf	10% of the L. P. paid	5% of the L. P. paid
2 For Second year	15% of the L. P paid	10% of the L. P. paid
3. For Third year	20% of the L.P. paid	15% of the L. P. paid
4. For Forth year	30% of the L.P. paid	25% of the L.P. paid
5. For Fifth year	30% of the L.P. paid	25% of the L.P. paid
6. For sixth year & above	40% of the L.P paid	35% of the L.P. paid

The additional Lease Premium specified above is cumulative e.g. In case of Agreement to Lease executed in 1991, the Intending lessee is allowed to complete the construction upto 1995. If extension in time is required for two years i.e. upto the year 1997 the additional lease premium would be 15% (i.e. 5% + 10%) in case of plots allotted through Tender or Market rate.

v) Execution of Lease Deed :

The Lease Deed shall be executed by the Easte Officer (in the office of the Manager (Town services), CIDCO Bhavan on receipt of a Completion / Occupation Certificate from the Competent Authority and on ensuring that no due of the Corporation are oustandmg.

vi) NOC for permanent Electric/Water connection :

This shall be given by the Nodal Asstt Estate Officer on the production of the Lease Deed (duly registered with Competent Authority) and a copy of the receipt from the sub-registrar.



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