

the use, benefit and enjoyment of the Recreational Facilities shall be for all allottees, purchasers and occupants of Premises in the entire Project, (collectively, "Users").

7.2.3 the management and operation of the Recreational Facilities shall, until handover by the Promoter to the Entity & Organisation formed and constituted by the Promoter in respect of the Project, shall be under the sole, exclusive and absolute control of the Promoter and/or the PMC (if appointed by the Promoter), who shall be entitled to interfere, frame and implement the aforesaid rules and regulations in respect thereof.

7.2.4 the entitlement to use the Recreational Facilities is and shall be personal to the Allottee/s and is not transferable or assignable in any manner, provided that on the completion of any permitted sale and transfer of the Apartment by the Allottee/s, or then assign to any persons ("Premises Transferees"), the Premises Transferees shall solely be entitled to use and enjoy the Recreational Facilities in the place and stead of the Allottee/s (who shall automatically and forthwith cease to be entitled to access, and enjoy the same), subject to the Premises Transferees making the necessary applications and completing all formalities as may be required of them, at such time. Under no circumstances, shall the Allottee/s or any Premises Transferees be entitled to use, enjoy or access the Recreational Facilities after he/she/they/it have sold and transferred the Apartment.

7.2.5 there may be recreational, social and other related events, performances, activities, parties, gatherings, etc. held in the Recreational Facilities during the day or night, by the Promoter, and/or the PMC and/or Users. The Allottee/s, for himself/herself/themselves/itself and as a prospective member of the Entity & Organisation, shall not be entitled to raise any disputes, differences, or objections in and/or hinder, restrict, obstruct or interfere;

7.2.6 if prior to the operations, administration, management, charge and control of the Recreational Facilities is handed over to the Entity & Organisation to be formed in respect of the Project, the actual charges and expenses required to be made for maintenance thereof, may exceed the amount so received collectively from all the aforesaid purchasers, allottees and occupants, then the Promoter, and/or the PMC, shall be entitled to call for and demand such additional amounts from all Users, and/or the Entity & Organisation;

7.2.7 in addition to the charges and expenses referred to in Article (7.2.6), there would be charges including one-time, or per day, or per use, charges, in respect of any of the amenities, or facilities, or services available, and/or provided in and from the Recreational Facilities, as determined by the Promoter from time to time, and the person/s who avail/s of such amenities, or facilities, or services shall be entitled to use the same upon payment thereof.

ARTICLE 8- OTHER RIGHTS & POWERS OF THE PROMOTER

8.1 The Promoter has availed of and/or proposes to avail of financial assistance, including any construction/corporate loans, infrastructure loans, from bank/s, financial institution/s, and/or person/s against security of any part/s of the Larger Land, including the Project Land, and/or Project or any parts thereof, or any receivables, which have been, or may be, mortgaged, or charged to such banks and/or financial institutions and/or other persons as security for

option of the design and layout of the apartment/unit. The Promoter is not liable or obligated to provide the Apartment as per show/sample apartment/unit with furniture, items, electronic goods, amenities etc. therein.

- 9.3 The Allottee/s is/are aware and confirms that the Promoter is entitled to carry out development of the Rehab Plot, part/portion of the Larger Land, by constructing the Rehabilitation Building and the Allottee/s shall not raise any dispute and/or objection to the same.
- 9.4 The Allottee/s is/are aware that the Promoter will convey the Rehabilitation Building and land appurtenant thereto to the Slum Society so formed thereof prior to/on obtaining the full Occupation Certificate of the Project.
- 9.5 The Allottee/s is/are aware that the Slum Society members will also have access from the common access part of the Project Land and the Allottee/s shall not raise any dispute and/or objection to the same.
- 9.6 On and after the Date of Offer of Possession, the Allottee/s shall: (a) use the Apartment, and permit the Apartment to be used only as a residential purpose, and (b) use the Parking Space/s, and permit the same to be used, solely for parking the Allottee/s' own two wheeler/ light motor vehicle/s.
- 9.7 If the same is possible and feasible, based, inter alia, on the stage of development and construction, and subject to safety conditions, the Allottee/s shall be entitled to visit and view the Project, after taking a prior appointment with the Promoter. The Allottee/s shall adhere to any safety and security conditions as stipulated by the Promoter and shall visit and inspect at his/her/their/its sole discretion.
- 9.8 The Allottee/s, with the intention to bind all persons in whosoever's hands the Apartment may come, hereby agree/s, confirm/s undertake/s and covenant/s with the Promoter as follows-
- 9.8.1 to maintain the Apartment at the Allottee/s' own costs and expenses in good and tenable repair, order and condition and to carry out all internal maintenance and repairs to the Apartment such that the same is in the same state and condition, as it was on the Date of Offer of Possession in terms of Article (6) hereinabove, and not to do or suffer or permit to be done anything therein including any changes or alterations thereto, and/or to any part of the Project, or may be, contrary to the terms of this Agreement, and/or rules, regulations, or bye-laws, of the Entity & Organisation, and/or Promoter, and/or any Government Authorities;
- 9.8.2 to submit plans and specifications in respect of permissible alterations to the Apartment and after obtaining Promoter's prior written approval in respect thereof;
- 9.8.3 to rectify and make good any unauthorised and/or unlawful alterations and/or damage thereto within seven (7) Days from the date of receipt of a written notice from the Promoter, and/or from any Governmental Authorities, in that regard;
- 9.8.4 to bear and pay all increases in the outgoings, Taxes, as well as all water charges, insurance premia and other levies, imposed on account of any change permitted (as provided herein) to be made in the user of the Apartment by the Allottee/s;

- 9.8.5 to observe, perform and comply with all the terms, conditions and covenants of the Deed/s of transfer/Conveyance (as and when executed), the rules and bye-laws imposed by SRA and/or MCGM, and all other rules regulations and bye laws which the Promoter, and/or any Governmental Authorities may specify and those which the Entity & Organisation (as and when formed and registered by the Promoter in respect of the Project) as the case may be, may adopt or frame at its/their inception, and any modification thereof, from time to time;
- 9.8.6 not to let, sub-let, transfer, assign or part with any interest or benefit under this Agreement or part with the possession of the Apartment (if the Date of Offer of Possession has occurred and the Allottee/s has/have taken possession of the Apartment in terms and in accordance with this Agreement) until the Allottee/s has/have complied with all his/her/their/its obligations under this Agreement;
- 9.8.7 shall also observe and perform all the stipulations and conditions laid down by the Entity & Organisation, regarding the occupancy and use of the Apartment and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
- 9.8.8 to contribute his/her/their/its share of expenses towards painting, repairs, waterproofing and refurbishment and structural audits and fire audits (including fire safety audits) of the Common Areas & Amenities and Limited Common Areas & Amenities, at such intervals as may be stipulated by the Promoter and/or by the Entity & Organisation;
- 9.8.9 on and after the Allottee/s is/are permitted to enter upon the Apartment, after the Date of Offer of Possession in terms of Article (6), to make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the Apartment. In case such debris is not removed by the Allottee/s, the Allottee/s shall pay/reimburse to the Promoter, the cost incurred in the removal of such debris;
- 9.8.10 the availability of electricity and/or water to the said Apartment are dependent upon the concerned supplier/provider thereof and the Promoter shall endeavor to obtain the same;
- 9.8.11 in case of non-availability and/or shortage of water supply from MCGM or Government Authority, Promoter or Entity & Organisation, as the case may be, shall endeavor to arrange either through tankers or any other source, then in such case the Allottee/s shall contribute his/her/their/its share of expenses;
- 9.8.12 upon and after the Allottee/s is/are permitted by the Promoter to enter upon the Apartment as provided and until the Project Completion, as contemplated herein, the Promoter, and/or Promoter Affiliates, and/or any Governmental Authorities and their respective officers, agents, or representatives, including the PMC, the Project Architect and Project Engineer and any engineers, surveyors, contractors, agents and employees, with or without workmen and others, have and shall have at all reasonable times, the right to enter into and upon the Apartment, Parking Space/s, Project or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to the Project;

- 9.8.13 not to store in the Apartment any goods, objects or materials which are or may be of hazardous, combustible or dangerous nature, or are or may be so heavy as to damage the construction or structure of Project, or the storing of which goods, objects or materials is objected to or prohibited by the Promoter and/or any Governmental Authorities, and shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or may be likely to damage the lifts or the entrances, staircases, common passages or any other structure, or part, of Project, and to be liable for all damage that may be caused thereto by the Allottee/s;
- 9.8.14 the wet and dry garbage generated in and from the said Apartment shall be separated by the Allottee/s and the wet garbage generated in and from the Project shall be treated separately by the allottees/purchasers/ occupants of the Premises of Project within Project Land;
- 9.8.15 not to throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the Apartment, in the compound or any portion of the Project and/or Larger Land;
- 9.8.16 to hand over your Vehicle to valet driver for parking or hand over keys to valet driver after parking your Vehicle
- 9.8.17 not, without the prior written permission of the Promoter:
- 9.8.17.1 to carry out or undertake any painting, decoration, or other work, to the exterior of, or outside, the Apartment;
- 9.8.17.2 to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Project, and/or in any part of the Larger Land;
- 9.8.17.3 to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/balconies or other open space/s (if any) forming part of or appurtenant to the Apartment as also the Parking Space/s, and/or affix/install grills to the windows only as approved by the Promoter to maintain uniformity or grill/s or safety door/s to the main door/s of the Apartment;
- 9.8.17.4 to hang clothes, garments or any other thing from the windows or balcony/ies of, or appurtenant to, the Apartment;
- 9.8.17.5 to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the Project, and/or any other part of the Project, and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Allottee/s;
- 9.8.17.6 to do or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the allottees, purchasers or occupiers of any other Premises in the Project;
- 9.8.17.7 to demand or claim any partition or division of the Allottee/s' ultimate interest as provided herein, in the Project Land, and/or the Common Areas & Amenities, and/or Limited Common Areas & Amenities or any part thereof, it being expressly agreed, understood and confirmed by the Allottee/s that his/her/their/its interest therein will, if the allotment and sale herein is

completed, be impartible, and will be held only through the Entity & Organisation, of which he/she/they/it shall be admitted a prospective member, in terms of Article (11);

9.8.17.8 not to commit any breach or violation of: (i) the Plans and Approvals, (ii) the provisions of any Applicable Law, and/or, (iii) any of the bye-laws of the Society; whereby the terms of the Full Occupation Certificate and/or occupation certificate/s as the case may be, in respect of the Project is/are denied, refused or delayed.

- 9.9 Open terraces, if any, forming part of and attached/appurtenant to any of the Premises in the Project are intended for and shall be exclusively used and occupied by the respective allottees/purchasers of the concerned Premises who shall never be entitled to enclose such open terraces without the prior permission in writing of the Promoter and Governmental Authorities, and in case such permissions are granted by the Promoter, the Governmental Authorities, the concerned allottees/purchasers of such Premises in the Project shall observe, perform and comply with all the terms and conditions as may be stipulated in respect thereof and also for the consequences arising from any breach or violation thereof. The Allottee/s agree/s not to put any claim in respect of the restricted amenities, including open spaces, any space available for hoardings, gardens attached to any of the Premises or terraces, and the same are retained by the Promoter as restricted amenities. The Allottee/s is aware that certain parts of the Project/Sector 4 shall be allocated for exclusive use of certain allottees. The price of such Premises has been determined taking this into consideration and the Allottee/s waives his/her/its right to raise any dispute in this regard.
- 9.10 The Allottee/s shall, if and whenever requested by the Promoter hereafter, and within seven (7) Days of receiving the Promoter's written intimation in this regard, sign, execute and deliver to the Promoter in such form as may be desired by, it, any applications, consents, deeds, writings, etc. recording the confirmations and consents given and granted in this Agreement, and shall attend the office of the Promoter for this purpose.
- 9.11 Notwithstanding that the Allottee/s may contemplate availing of, or has/have availed of, a loan in respect of the purchase of the Apartment, and/or the Allottee/s has/have mortgaged, or will mortgage the Apartment with such bank or financial institution (which is to be subject to the issuance by the Promoter's no objection/consent letter to such bank or financial institution) to secure such loan it shall be sole and entire responsibility of the Allottee/s to ensure that the payment of the Aggregate Payments, including the Purchase Price and every part thereof is completed, and the Promoter shall never be liable or responsible for the repayment of any loan availed of by the Allottee/s and/or any such mortgage; and the Allottee/s agrees to indemnify and keep indemnified and saved harmless the Indemnified Parties of, from and against all claims, costs, charges, expenses, damages and losses which they or any of them may suffer or incur by reason of any action that such banks / financial institution may initiate in relation to such loan or mortgage. Notwithstanding anything to the contrary herein, the Allottee/s hereby agree/s and undertake/s that the Promoter shall always and have first lien and charge over the Apartment in respect of, and to secure, the Aggregate Payments due and payable by the Allottee/s, and accordingly, without prejudice, the Allottee/s irrevocable obligation and liability to make payment thereof, any mortgage, charge, security interest, etc., created over, and/or in respect of the Apartment shall always be subject to the Promoter's aforesaid first lien and charge, and subject to all the Promoter's rights, powers and entitlements under this Agreement.

- 9.12 If the Allottee/s is/are non-resident Indian citizen, or a foreign national/citizen (whether or not the Allottee/s is/are a Person of Indian Origin (POI) and/or an Overseas Citizen of India (OCI), then it shall be his/her/their sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999, Reserve Bank of India rules and regulations, exchange control regulations and all other applicable/necessary requirements, rules, regulations, guidelines etc. of the Government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to Non-Resident Indians (NRI) and foreign citizens of Indian origin shall be made in Indian Rupees.
- 9.13 The Allottee/s has/have gone through the representations made by the Promoter on the website of the Government Authority as required by RERA and shall keep himself/herself/themselves/itself updated with all the matters relating to the Project that the Promoter will upload from time to time.
- 9.14 The Project shall always be called/know by the name stated in Annexure 'E' hereto, which name shall not be changed without the prior written permission of the Promoter, and thus shall, at all times, be binding upon the Allottee/s and all allottees/purchasers of Premises in the Project.
- 9.15 All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings or writings given, or to be given, to Governmental Authority, and in respect of Approvals, and/or special rights and privileges and building agreement/s made or executed or to be made or executed in respect of the Premises in the Project and Larger Land, shall be binding upon the Allottee/s and all allottees/purchasers of Premises in the Project.

And the Allottee/s irrevocably agree/s, confirm/s and undertake/s that the covenants and obligations herein, on their part and strict observance and performance thereof, are made, given and to be observed and performed both in his/her/their/its personal capacity, and as prospective member/s of the Entity & Organisation.

ARTICLE 10 - REPRESENTATIONS OF THE PROMOTER

Subject to the disclosures made herein by the Promoter, and what is stated in the Certificate of Title, the Promoter hereby represents and undertakes as follows:

- 10.1.1 the Promoter is seized and possessed of or otherwise well and sufficiently entitled (including right to develop) to the Project Land;
- 10.1.2 the Promoter shall apply for all necessary Approvals from time to time in respect of the Project;
- 10.1.3 the Promoter has not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the Apartment; and
- 10.1.4 the Promoter is entitled to enter into this Agreement, for agreeing to allot and sell the Apartment in the manner contemplated herein.

ARTICLE 11: FORMATION OF ENTITY & ORGANISATION

- 11.1 The Promoter, in its discretion, and subject to Force Majeure Events, intends as follows:

- 11.1.1 on or before the completion of construction of the Project, the Promoter shall, initiate the process of formation of the Entity & Organization;
- 11.1.2 the Promoter shall convey and transfer the Project and Project Land by and under the Deed/s of Transfer to such Entity & Organisation and handover the charge and control of the same within three (3) months of the happening of the following events:
- (a) the receipt of the full occupation certificate of the Project; and,
 - (b) receipt of the entire purchase price, consideration and other charges & deposits by the Promoter from all allottees/purchasers of the Premises in the Project.
- 11.2 The Rehab Plot, part of the Larger Land, shall be conveyed/leased to the Slum Societies by the Promoter before/after receipt of full occupation certificate of the Project and Slum Societies shall have the right of way from the common access area, part of the Project Land, to the Rehab Plot, which shall be managed and maintained by the Promoter and/or Entity & Organisation.
- 11.3 The nature, type and constitution, of the Entity & Organization and its rights, powers, and authorities shall be determined by the Promoter. It is clarified that the Entity & Organization shall hold title as aforesaid subject to parking allocations/reservations in respect of Project, and the rights of the respective allottees, purchasers and occupants of Premises in the Project to use and enjoy parking spaces as amenities attached to their respective Premises. Further, the Promoter will handover all the sanctions, Approvals, Plans, etc. to the Entity & Organisation.
- 11.4 The Promoter shall on or prior to execution and registration of the Deed/s of Transfer in favour of the Entity & Organization, make full, true and requisite disclosure of the nature of its title to the Larger Land including Rehab Plot and Project Land, and the remaining development of the Project to the Slum Societies and Entity & Organisation, as well as encumbrances thereon, if any, including any right, title, interest or claim of any person/s in, to or upon the same.
- 11.5 The Allottee/s agree and confirm, personally and as prospective member/s of the applicable Entity & Organization, that he/she/they/it, is/are not entitled to and shall never raise any objection or dispute and/or claim any compensation, if the area of the Project Land and/or the Project and/or the remaining development of the Project, that is proposed to be transferred as provided in this article, shall be at variance with, or may be less than, the area contemplated, or referred by herein, including virtue of any, encroachments, spaces for sub-station (by electricity supply company), if any, and/or Reservation being handed over and transferred to and/or acquisition of any portion of the Project Land and/or other Governmental Authorities, during the course of developments of the Project Land, or for any other reason whatsoever.
- 11.6 Without prejudice to the generality of the foregoing provisions, the Promoter has put the Allottee/s to notice of the following matters, facts and disclosures which the Allottee/s has/have agreed and accepted that the development of the Project upon the Project Land contemplates the utilization of the Development Potential, which may not be proportionate to the FSI and development potential attributable to and arising out of the Project Land. The Allottee/s, for himself/herself/themselves/itself, and as a prospective member of the Entity & Organisation, shall not be entitled to raise any claim or dispute in respect thereof.
- 11.7 All the documents, writings, Deed/s of Transfer etc., to be executed in the conveyance/s and transfer/s as referred in this Article (11), and all other related documents and writings to be executed in relation thereto and/or in pursuance thereof, including bye-Laws, rules and regulations of the Entity & Organization formed in respect of the Project, and all writings, forms, applications, etc. in relation to the proposed formation and registration thereof, shall all be prepared and approved by the Advocates and Solicitors appointed by the Promoter, and the

same shall contain such terms, conditions, covenants, stipulations and provisions, including those contained in this Agreement including reserving the rights, powers, authorities and benefits of the Promoter, as the Promoter deems fit.

- 11.8 The Entity & Organisation to be formed and constituted in respect of the Project, shall be known by such names as the Promoters may decide, which names shall not be changed by the Allottee/s, and/or any other allottees and/or the Entity & Organization, without the prior written consent of the Promoter.
- 11.9 The Allottee/s shall co-operate with the Promoter and shall sign and execute application forms, papers, declarations, documents and other writings for registration of the Entity & Organisation to be formed and constituted in respect of the Project and do all necessary acts and deeds, so as to enable the Promoter to respectively register the Entity & Organization.
- 11.10 Unless and until the Allottee/s is/are in full compliance of the terms and conditions of this Agreement including the payment of the Aggregate Payments to the Promoter, the Entity & Organisation shall not issue and deliver a share certificate to the Allottee/s.
- 11.11 All, without limitation costs, charges and expenses in respect of the formation and registration of (i) the Entity & Organization in respect of the Project shall be borne and paid by the Allottee/s and all other purchasers, transferees and owners of all the Premises in the Project, and (ii) any writing and/or understanding between Slum Societies and Entity & Organization for management and maintenance of common access, shall be borne and paid by the Slum Societies and Entity & Organization formed in respect of the Project Land in the proportion as setout herein; and the Promoter shall not bear or pay the same or contribute towards the same at all. If any delay or default is made in the payment or reimbursement of such costs, charges or expenses, for any reason whatsoever, the Promoter shall never be held responsible or liable for any delay in the formation and registration of the Entity & Organization.

12 ARTICLE 12 – TERMINATION

- 12.1 The Allottee/s agree and confirm that, without prejudice to all the rights, powers, authorities, discretions, entitlements and remedies of the Promoter under this Agreement, and Applicable Law, the Promoter shall be entitled, in its discretion, to terminate and cancel this Agreement in the circumstances set out in Articles 12.2 and/or 12.3 herein below.
- 12.2 If due to Applicable Law, and/or any action of Government Authorities, and/or any legal action, circumstances, or reasons, and/or any Force Majeure Event, the Promoter, in its discretion, is of the opinion that the Project, including construction of Project, shall or may be suspended, or stopped, for twelve (12) consecutive months, or more, then the Promoter shall be entitled, in its discretion, to terminate and cancel this Agreement by delivering a written notice of termination to the Allottee/s. On the delivery of such notice to the Allottee/s, this Agreement and any writings as may have been executed in pursuance hereof, shall ipso facto automatically and forthwith stand cancelled and terminated, without any further act, deed, matter or thing having to be done, executed, or performed, by the Parties. Within the time specified hereinafter after such termination, the Promoter shall refund the Purchase Price installments received and realised by the Promoter, together with Interest thereon from the date such payments were received and realized by the Promoter up to the date of termination of this Agreement or the date of refund as referred to in the Deed of Cancellation mentioned herein below, together with an agreed one-time fixed pre-estimated liquidated damages amount of Rupees One Hundred Only per square meter Carpet Area (RERA) of the Apartment (which Parties consider to be reasonable, and not as a penalty), after deducting (i) all costs, charges and expenses incurred

by the Promoter for provision/installation in the Apartment of any extra or premium fixtures, fittings, etc., in place of or in addition to the standard fixtures, fittings, etc. to be provided therein, as may have been required by the Allottee/s; together with, (ii) all costs, charges and expenses incurred by the Promoter for the white good/s, commodity/ies, gift/s, service/s or facility/ies, if provided free of cost, or at a concessional rate/price, as and by way of promotional activity or otherwise, to the Allottee/s; together with, (iii) Taxes (as defined under this Agreement) paid / payable; and together with, (iv) all charges / fees (by whatsoever name called), if any paid / required to be paid by the Promoter to banks or financial institutions or any other financiers, including any charges that may be paid / required to be paid by the Promoter under subvention scheme and/or any other scheme. The aforesaid refundable amount with Interest thereon, and pre-estimated liquidated damages as mentioned in this Article, shall be refunded/paid by the Promoter to the Allottee/s (or at the sole option of the Promoter to the bank / financial institution / financier from whom the Allottee/s has have availed of a housing loan) within thirty (30) Days from the date of execution and registration of a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement and any related and incidental documents and writings, if called upon by the Promoter to do so. It is agreed and clarified that other than the aforesaid refund amount with Interest thereon and pre-estimated liquidated damages as mentioned in this Article to be paid, the Promoter shall not be liable to make payment of any further or other amount, damages, compensation amounts, or liabilities to the Allottee/s. It is further agreed and clarified that in the event the Promoter does not call upon the Allottee/s to execute and register the aforesaid Deed of Cancellation, then the aforesaid refundable amount with Interest thereon, and pre-estimated liquidated damages as mentioned in this Article, shall be refunded / paid by the Promoter within thirty (30) Days from the date of termination of this Agreement.

- 12.3 If the Allottee/s commits an Event of Default, the Promoter shall be fully and freely entitled, in its discretion, and without prejudice to all its rights and remedies herein, and under Applicable Law, to deliver to the Allottee/s a fifteen (15) Days prior notice in writing of its intention to terminate and cancel this Agreement, and if the Allottee/s fails, refuses and/or neglects to remedy or rectify such Event of Default, to the satisfaction of the Promoter, by the expiry of the aforesaid notice period of fifteen (15) Days, then this Agreement and any writings that may have been executed in pursuance hereof shall ipso facto automatically and forthwith stand cancelled and terminated without any further act, deed, matter or thing being required to be done, executed and performed, by the Parties. On the cancellation and termination as envisaged in this Article (12.3), the Allottee/s shall be liable to bear and pay to the Promoter Liquidated Damages together with the Other Reimbursements / Amounts Payable On Termination, payable by the Allottee/s to the Promoter, on the termination of this Agreement. In view thereof, the Liquidated Damages and the Other Reimbursements / Amounts Payable On Termination shall be deducted and appropriated by the Promoter from and out of the Purchase Price paid by the Allottee/s, and received and realised by the Promoter, and the net balance thereof, if any, shall be paid to the Allottee/s (or at the sole option of the Promoter to the bank / financial institution / financier from whom the Allottee/s has have availed of a housing loan) within thirty (30) Days of the execution and registration by the Parties hereto of the Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement and any related and incidental documents and writings, if so required by the Promoter in its sole discretion. It is agreed and clarified that if any part of the Liquidated Damages and the Other Reimbursements / Amounts Payable On Termination is not recoverable from the Purchase Price paid by the Allottee/s, the same shall be paid by Allottee/s to the Promoter within fifteen (15) Days from the aforesaid cancellation and termination along with Interest thereon till receipt of the aforesaid amount (including the accrued Interest) by the Promoter. It is further agreed and clarified that other than the aforesaid

amount to be refunded, the Promoter shall not be liable to refund to the Allottee/s any amounts, charges, liabilities, compensation or damages whatsoever.

12.4 It is agreed and confirmed by the Allottee/s that upon the termination and cancellation of this Agreement, under any of the terms, conditions and provisions of the Agreement, including under Article (12.2) or (12.3), the following shall forthwith apply and bind the Allottee/s, that is:

12.4.1 the Allottee/s shall cease to have any right, title, interest, claim, or demand in or to the Apartment and the Parking Space/s, under this Agreement, and any related and incidental documents and writings, and the Promoter shall be fully and freely entitled, without any objection, or obstruction, to allot and sell, deal with and/or otherwise encumber, alienate or dispose off the same, in such manner, for such consideration and on such terms and conditions as the Promoter deems fit, in its discretion;

12.4.2 the Allottee/s shall never be entitled to make or raise any claim in respect of the appreciation in value or price of the Apartment and/or the Parking Space/s as a result of any increase in market price, or as a result of any accretion or improvement that may have been made or installed at the request of the Allottee/s, or otherwise arising howsoever; and

12.4.3 any mortgage, charge, lien or security interest created by the Allottee/s over the Apartment, and/or the Allottee/s interest under this Agreement, shall automatically stand terminated, cancelled, released and discharged, without any act, deed, matter or thing required to be done, executed or performed.

12.5 It is irrevocably agreed and confirmed by the Allottee/s that in the event the Allottee/s fails, refuses and/or neglects to come forward to sign/execute the Deed of Cancellation as referred to in Articles (6.13), (12.2) or (12.3) of this Agreement, and admit execution thereof before the concerned Sub-Registrar of Assurances, within a period of fifteen (15) days from the date the Promoter has called upon the Allottee/s to do so, then in such an event the Promoter shall be entitled to, and shall have the absolute and irrevocable right and authority, to sign and execute the Cancellation Documents for and on behalf of the Allottee/s, and get the same, or such of them as may be required, registered with the concerned Sub-Registrar of Assurances, and to do, execute and perform all acts, deeds, things and matters related and/or incidental thereto, for and on behalf of the Allottee/s, and for the said purposes, the Allottee/s hereby irrevocably nominates, constitutes, appoints and authorises the Promoter, acting through any of its directors or authorised representatives, from time to time, to be the constituted attorney of the Allottee/s, and in the name, and for and on behalf, of the Allottee/s, to do, execute and perform the following acts, deeds, things and matters, that is to say:-

12.5.1 to sign and execute the Cancellation Documents for and in respect of the cancellation and termination of this Agreement and any related and incidental documents and writings;

12.5.2 to present and lodge the Cancellation Documents, or such of them as may be required, before / with the concerned Sub-Registrar of Assurances, and admit execution thereof, and to do, execute and perform all necessary acts, deeds, things and matters for getting the same effectively registered, and to collect the originals thereof after the same have been duly registered;

12.5.3 in case the Promoter has made payment of the stamp duty in respect of this Agreement, to apply for and obtain from the concerned Governmental Authority, including those under the Maharashtra Stamp Act, 1958, refund of the stamp duty paid in respect of this Agreement.



SLUM REHABILITATION AUTHORITY

No.: SRA/ ENG/2721/HE/PL/AP

Date:

15 NOV 2020

To
M/s. Gurukrupa Developers,
4/58, Kamal Mansion,
N.A.Azmi Marg, Colaba,
Mumbai - 400 005.

Sub : Full OCC to wing 'A' of Sale Building no.2 upto 15th upper floors, full height + LMR + OHT (i.e. entire Sale building Wing 'A' to 'C') at S.R. Scheme on plot bearing C.T.S. Nos. 4091, 4091/1 to 37, 4097, 4097/1 to 5, 4090 A / 2 to 19 & 4090 B of Village Kolekalyan, Santacruz East, 'H/E' Ward, for slum portion under reg. 33(10) of DCR 1991 & for non slum portion under reg. 32 read with Appendix - VII of modified DCR 1991 for 'Amrut Manthan SRA CHS Ltd. & Shree Mahalaxmi SRA CHS Ltd'.

- Ref: 1) Your letter dtd.19/08/2020
2) Completion certificate of Architect dtd.30/07/2020
3) Stability Certificate of Structural Engineer dtd.07/07/2020
4) Completion certificate of Site Supervisor dtd.27/07/2020

Sir,

With reference to the above, the development work of wing 'A' i.e. 3 level basement + ground (pt.) & stilt(pt.) + 1st to 15th upper floors + LMR +OHT, full height (i.e. entire Sale building Wing 'A' to 'C') on above referred plot as shown in red colour on the plans submitted by you dtd. 19/08/2020 completed, under the supervision as per completion certificate dtd. 30/07/2020 of Architect Shri Samar Raut, having Lic. No. CA/2001/27420, as per stability certificate dtd. 07/07/2020 submitted by Structural Engineer Shri Girish Dravid having Lic. No. STR-D/59 and as per completion certificate dtd. 27/07/2020 of Site Supervisor Shri Ashok Dangle having Lic. No. D/233/SS-I may be occupied subject to the following conditions: -

1. That this permission is granted for occupation of sale wing 'A' for 59 nos. sale residential tenements.

SLUM REHABILITATION AUTHORITY

San Road, Ghatia Nirman Bhavan, Bandra (E) Mumbai - 400 051.

Intimation of Approval under Sub regulation 2.3 of Appendix - IV
of D.C.R. No. 33 (10) Dt. 15.10.97 for Brihanmumbai.

No. SRA / ENG / ... 2721 / HE / PL / AF E-3 DEC 2011
SALE BLDG. NO. 2

To,
M/s. Gurukrupa Developers,
475B, Komai Mansion, N.A. Azmi Marg,
Colaba, Mumbai-400 005.

With reference to your Notice, letter No. 2195 dated 30/08/2001 and delivered on 30/08/2011 and the plans, Sections, Specifications and Description and further particulars and details of your building at GTS No. 4091, 4091/1 to 37, 4097, 4097/1 to 5, 4090B, 4090A/2 to 19 of village Kolemalyan, Yakols Pipeline, Santacruz (E), Mumbai. 26/08/2011 200 I have to inform you that the proposal furnished to me under your letter, dated 26/08/2011 200 I have to inform you that the proposal of construction of the building or work proposed to be erected or executed is hereby approved under section 45 of the Maharashtra Regional & Town Planning Act, 1966 as amended up-to-date, subject to the following conditions :

A. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UP TO PLINTH LEVEL.

- A.1) That the Commencement Certificate u/s/ 44/69 (1) of the MR & TP Act, Shall be obtained before starting the proposed work.
- A.2) That the compound shall be constructed, after getting the plot demarcated from the concerned authority, on all sides of the plot clear of the road side drain without obstructing the flow of rain water from the adjoining holding, to prove possession of holding before starting the work as per D. C. Regulation No. 38 (27)
- A.3) That the structural Engineer shall be appointed, and the Supervision memo as per Appendix XI D. C. Regulation 5(3) (ix) shall be submitted by him.
- A.4) That the Structural design and calculations for the proposed work accounting for system analysis as per relevant I.S. code along with plan shall be submitted before C.C.

Subject to your so modifying your intention as to comply the aforesaid ^{mentioned} requirements. You will be at liberty to proceed with the said building or work at ^{any time} 200 but not so as to contravene any of the provisions of the said Act as amended as aforesaid or any rule, regulations of bye-law made under that Act at the time in force.

Your attention is drawn to the special instructions and Notes accompanying this Intimation of Approval.

[Signature]
3/14/11
Executive Engineer, (S.R.A.)

SPECIAL INSTRUCTIONS

- (1) IN CASE OF PRIVATE PLOTS THIS INTIMATION OF APPROVAL GIVES NO RIGHT TO BUILD UPON LAND WHICH IS NOT YOUR PROPERTY.
- (2) Under Sec. 107 151 & 152 of M.R. & T.P. Act 1966, as amended the Chief Executive Officer, Slum Rehabilitation Authority has empowered the Chief Engineer (S.R.A.)/ Executive Engineer (S.R.A.) to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the C.E.O. (S.R.A.) by section of the said Act.
- (3) Proposed date of commencement of work should be communicated to this office.
- (4) One more copy of the block plan should be submitted to the Collector, Mumbai / Mumbai Suburbs District as the case may be.
- (5) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Mumbai / Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the rate that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Attention is drawn to the notes Accompanying this Intimation of Approval.

any of the provisions of
at anytime before
and condone
that Act at the time

SRA/ENG/2721/HE/PL/AP

- occupiers shall also be submitted before requesting for C.C./starting the work.
10. That the development charges as per MRTP Act amended upto date shall be paid before issue of C.C.
 17. That the Registered Undertaking shall be submitted along with plan for agreeing to hand over setback land /D.P. road free of compensation and that the handing over certificate for the same shall be obtained from concerned Assistant Commissioner / D.P. Department of M.C.G.M. and that the ownership of the setback land / D.P. road will be transferred in the name of M.C.G.M. before requesting C.C. of last 25% development in the S.R. Scheme.
 18. That the Reg. u/c. in prescribed Proforma agreeing to demulish the excess area if constructed beyond permissible F.S.I. shall be submitted before C.C.
 19. That the Registered Undertaking from the Developer shall be submitted for the following
 - i) Not misusing pocket terrace.
 - ii) Not misusing part suit.
 - iii) Meter room
 - iv) Society office
 - v) Podium area/ parking area /Basement.
 - vi) Elevation treatment
 - vii) Refuge area
 - viii) Telephone concentrator room
 - ix) AHU
 - x) Cutoff passages.
 - xi) Sub-station.(Electric)
 - xii) Not misusing of Entrance lobby.
 20. That you shall appoint Third Party Quality Auditor with prior approval of Dy.Ch.Eng. (S.R.A.) / E.E. (S.R.A.) for supervision of S.R.Scheme.
 21. That you shall appoint the Project Management Consultant with prior approval of Dy. Ch.Eng. (S.R.A.) / E.E.(S.R.A.) for the scheme and P.M.C. shall submit quarterly progress report to the Slum Rehabilitation Authority during the progress of the work.
 22. That you shall pay maintenance deposit amounting to Rs. 38,80,000/- at the rate of 20,000/- per tenement as decided by the authority from time to time. The infrastructure charges amounting to Rs. 53,64,000/- at the rate of Rs. 560/- per sq.mt. shall be paid.
 23. That you shall submit the NOCs and final compliance, as applicable from the following concerned authority.

5. That the low lying plot shall be filled up to a reduced level of at least 0.2 T.H.D. or 6' above adjoining road level whichever is higher with murrum, earth, boulders etc. and shall be levelled, rolled, consolidated and sloped towards road.
6. That the regular/sanctioned /proposed lines and reservation shall be got demarcated at site through A.E. Survey/ E.E. (T & C)/E.E. (D.P.) of M.C.G.M. /D.L.R. before applying for C.C.
7. That the drainage layout shall be submitted & got approved and the drainage work shall be executed in accordance with the requirements of the M.C.G.M.
8. That the existing structure proposed to be demolished shall be demolished with necessary phase programme with agreement of affected slum dweller shall be submitted and got approved before C.C.
9. That the right of way agreement for 9.00 mtr. wide existing road / access from H.E.'s land (MCGM) in public use and access to water main shall be submitted & accordingly the R.U.T. shall be submitted.
10. That the Registered site supervisor through Architects/Structural Engineer shall be appointed before applying for C.C. & quarterly report from the site supervisor shall be submitted through the Architect/Structural Engineer certifying the quality of the construction work carried out at various stages of the work or whenever demanded by the Executive Engineer (SRA).
11. That the requisite premiums/ deposits as per Circular No.7 vide SRM/1372/dated 25-11-97 etc., shall be paid before C.C.
12. That you shall submit the revised layout and get the same approved and conditions thereof will be compiled with before requesting for occupation to the building.
13. That the conditions of Letter of Intent shall be compiled with at appropriate stage i.e. before C.C./ further C.C. /occupation.
14. That no construction work shall be allowed to start on the site unless labour insurance is taken out for concerned labours to cover the compensation. The compliance of same shall be intimated to this office.
15. That the Indemnity bond indemnifying the CEO (S.R.A.) and his staff for ownership damages, risks, accidents, for any litigations arising thereof in future due to ownership dispute etc. shall be submitted. An registered undertaking regarding no nuisance caused to the

1) A.A. & C Ward H/ East
2) H.E.
3) C.F.O.
4) Tree Authority
5) Dy.Ch. Eng. (SWD) WS.
6) Dy.Ch. Eng. (S.P) P & D
7) Dy.Ch. Eng. (Roads)
8) P.C.O.
9) Reliance Energy/ Concerned Electrical Co.
10) M.T.N.L. - Mumbai.
11) E.E. (R/W/H) of M.C.G.M.

24. That you shall submit the phase wise programme for development of infrastructure works, reservations, amenities, etc. in the layout while approving the layout and same shall be developed accordingly.
25. That you shall obtain the vetting of structural design.
26. That the requisition of regulation no. 45 & 46 of D.C. Regulations 1991, amended up to date shall be compiled and records of quality of work, verification report etc. shall be maintained at site till completion of the entire work.
27. That you shall get the plot boundaries demarcated from City Survey Officer (SRA) before starting the work as per Regulation No. 36(27) of D.C. Regulations 1991, prior to commencing the building work and the compound wall shall be constructed on all sides of the plot clear of the road side drain without obstructed flow of rain water from adjoining holding, to prove possession of holding in phase programme as per removal / cleaning of structures on plot before requesting C.C. of composite building.
28. That you shall submit structural design and calculation by structural consultant on record shall be got vetted from the registered structural consultant before issuing plinth C.C. of sale building.
29. That you shall submit the remarks from E.E. (T & C) / E.E. (D.P.) of M.C.G.M., regarding handing over of D.P. reservation / Amenity space.
30. That you shall make payment in respect of the depreciated cost of any toilet block(s) existing in the slum plot to the Municipal Corporation of Greater Mumbai through Ch.Eng. (MSDDP), if the same is required to be demolished for development under SRA.

SRM/ENR/2721/HE/PL/AP

21. That the structural design including provision of seismic / wind load and designed complying requirements of all the relevant I.S. codes including I.S. code 1993 for earthquake design, the certificate to the effect alongwith calculations shall be submitted from Structural Engineer.
32. That the conditions mentioned in the release letter of E.E. D.P. of M.C.G.M. under No. CHE/705/DPWS/H&K dtd.21.06.2008 & CHE/4767/DPWS/H&K dtd.22.07.2011 shall be complied with.
33. That the P.C.O. charges shall be paid to Insecticide officer before requesting for C.C. for providing treatment at construction site to prevent epidemics like Dengue, Malaria etc. of concerned ward of M.C.G.M., and provision shall be made as and when required by Insecticide Officer for inspection of water tanks by providing safe and stable ladder etc. and requirements as communicated by the Insecticide officer shall be complied with.
34. That the proportionate sewer line charges as worked out by Dy.Ch.Eng. (Sewerage Planning) shall be paid in that office of M.C.G.M.
35. That the basement will be complying with the Basement Rules and Regulations and Registered undertaking for not misusing the basement shall be submitted.
36. That the soil investigation shall be done and report thereof shall be submitted with structural design and calculation.
37. That the requirement of regulation no. 40 & 41 of D.C. Regulation 1991 amended upto date shall be incorporated in proposed plan and requirements shall be complied with before submitting B.C.C
38. That the N.O.C. from MOEF for proposed development shall be submitted before starting of work and conditions therein shall be complied with.
- B. THAT THE FOLLOWING CONDITIONS ARE COMPLIED WITH BEFORE FURTHER C.C. OF SUPER STRUCTURE:-**
 1. That a plan showing the dimensions of the plinth and the available open spaces certified by the Architect shall be submitted and the same shall be got checked by this office staff.

2. That the stability level/stilt level Engineer.
3. That the
4. That the

SRM/ENR

2. That the stability certificate for work carried out upto plinth level stilt level shall be submitted from the Licensed Structural Engineer.
 3. That the society of slum dwellers shall be got registered.
 4. That the quality of construction work of bldg. shall be strictly monitored by concerned Architect, Site supervisor, Structural Engineer and periodical report, stage wise on quality of work carried out shall be submitted by Architect with test result.
 5. That you shall restrict the BUA meant for sale in the open market & BUA of rehabilitation as per the S.R. Scheme parameters.
 6. That the minimum plinth height shall be 15 cm above the surrounding ground level or in areas subject to flooding the height of plinth shall be at least 60 cm above the high plinth level.
 7. That the remarks of electric supply company shall be submitted before requesting C.C. for last 25% sale Built up area.
 8. That the N.O.C. from Civil Aviation Department shall be submitted in this office for the proposed height of the building.
 9. That you shall submit the P.R. Card with area mentioned in words duly certified by Superintendent of Land Records for amalgamated / sub-divided plots before obtaining C.C. for last 25% of built up area.
 10. That you shall submit remarks of the authorized companies in Air condition field for minimum size requirement of the AHU.
 11. That you shall submit remarks of Exe. Engineer (SWD) of M.C.G.M., for adequacy of drainage of rain water / storm water.
- C. THAT THE FOLLOWING CONDITIONS IS COMPLIED WITH BEFORE GRANTING O.C. TO ANY PART OF THE PROPOSED BUILDING.**
1. That the some of drains shall be laid internally with C.I. pipes.
 2. That 54 nos. of tenements for PAP with carpet area each of 25.00 sq.mt. as per letter of intent under reference no. SRA/Eng./992/H-E/PL/LOI dtd. 23.6.2011 shall be handed over before asking for occupation / B.C.C. to the last rehabilitation building / sale in the layout

SRA/ENG/2721/HE/PL/AP

3. That the specifications for layout access/D.P. Road/setback land shall be obtained from E.E. (Road construction) & E.E. (SWD) & or access/setback road shall be constructed in W.B.M./before starting the construction work. And the access and setback land shall be developed accordingly including providing streetlights and S.W.D. The completion certificate shall be obtained from E.E. (R.C.I)/E.E. (SWD) before submitting building completion certificate.
4. That the dustbin shall be provided as per requirement of this office.
5. That carriage entrance over existing SWD shall be provided and compensation for same shall be paid before requesting occupation.
5. That the surface drainage arrangement shall be provided in consultation with E.E. (SWD) or as per his remarks and a completion certificate shall be obtained and submitted before applying for occupation certificate/B.C.C.
7. That the requirements from the M.T.N.L./BEST/concerned electric Supply Co; shall be obtained and complied with before asking occupation permission.
8. That the Architect shall submit the debris removal certificate before requesting for occupation permission.
9. That 3.05 meter wide paved pathway up to staircase shall be provided.
10. That the surrounding open spaces, parking spaces and terrace shall be kept open and un-built upon and shall be leveled and developed before requesting to grant permission to occupy the building or submitted the B.C.C. whichever is earlier.
11. That the name plate, board showing Plot No., Name of the Bldg. etc. shall be displayed at a prominent place.
12. That the completion certificate of E.E.T.C. & E.E. (SWD) of M.C.C.M., shall be obtained & submitted before applying for occupation/B.C.C.
13. That the N.O.C. from Inspector of Lifts, P.W.D. Maharashtra, shall be obtained and submitted to this office.
14. That the drainage completion Certificate from E.E. (S.P.) (P & D) for provision of septic tank/soak pit shall be submitted.

15. All the occupations of Letter of Intent shall be completed with before asking for occupation certificate of sale composite building.
16. That all the eligible slum dwellers shall have to be rehabilitated as per the prevalent certified Annexure- II issued by Competent Authority before requesting occupation certificate for sale / Composite bldg.
17. That the laminated Building Completion Certificate in prescribed Performa certifying work carried out as per specification shall be submitted.
18. That layout R.G. shall be developed as per provisions of D.C. Regulations, 1991 amended upto date.
19. That the N.O.C. from the A.A. & C. H/E Ward shall be obtained and the requisitions, if any shall be complied with before O.C.C.
20. That the D.P. Reservation /D.P. Road / set back area shall be handed over as per Municipal Specification & transferred in the name of MCGM a certificate to that office shall be submitted from concerned authority.
21. That completion certificate from C.F.O shall be submitted.
22. That the provision of Rain Water Harvesting as per the design prepared by the approved consultants in the field shall be made.
23. That you shall display bilingual sign boards on site & painting of SRA logo on rehab buildings. As per circular no. SRA/Admn/Circular no. 64/569/2004 dtd. 14.10.2004.
24. That the developer shall submit the final completion certificate from Ch.Eng. (M & E), M.C.G.M., for artificial light and ventilation for internal ducts.
25. That you shall submit P.R.Card and CTS plan thereby clearly earmarking the rehab plot and sale plot and built up area as per the approved layout.
26. That terraces, sanitary blocks, nahanis in kitchen shall be made water proof and the same will be provided by method of ponding and all sanitary connections shall be made leak proof and smoke test shall be done.
27. That the site supervisors laminated certificate for quality of work and completion of work shall be submitted.

SRA/SWC/2721/HE/PL/AP

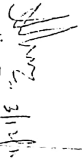
28. That the conveyance deed for Rehab component and Sale component shall be executed.

D. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH PERFOR B.C.C.

- 1) That certificate under Section 270A of B.M.C. Act shall be obtained from H.E.'s department regarding adequacy of water supply.

NOTES:

1. That C.C. for sale building shall be controlled in a phase wise manner as decided by CEO (SRA) in proportion with the actual work of rehabilitation component.
2. That no occupation permission of any of the sale wing/sale building/sale area shall be considered until occupation Certificate for equivalent Rehabilitation area is granted.
3. That office of CEO (SRA) reserves right to add or amend or delete some of the above mentioned conditions if required, during execution of Slum Redevelopment Scheme.


Executive Engineer-III
Slum Rehabilitation Authority

NOTES

- (1) The work should not be started unless objections _____ are complied with.
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional materials shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the necessary is constructed and application is made to the Ward Officer of M.C.G.M. with the required deposit for a construction of e/srorage entrance, over the road side drain.
 The owners shall intimate the Hydraulic Engineer of M.C.G.M. or his representative in yards of M.C.G.M. atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The boarding or screen wall for supporting the deposits of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks, metal, sand, preps, debris etc. should not be deposited over footpaths or public street by the owner/architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the compliance of above-said conditions is approved by this department.
- (9) No work should be started unless the structural design is signified from LSE.
- (10) The work above plain should not be started before the same is shown to this office. Sub-Engineer (SRA) concerned and acknowledgment obtained from him regarding correctness of the open spaces dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation of Greater Mumbai will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division/amalgamation nos. _____ should be adhered to and complied with.
- (13) No building/Drainage Completion Certificate will be accepted and water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the concerned Ex. Engineer of M.C.G.M. and as per the terms and conditions for sanction to the layout.
- (14) Recreational ground or amenity open space should be developed before submission of building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of concerned. Ex-Engineer of M.C.G.M. including asphaltting, lighting and drainage before submission of the building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any, should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in concrete having broken glass pieces at the rate of 0.125 cubic metres per 10 Sq. Mts below pavement.

- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of the bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures or proposed to be demolished are demolished.
- (20) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the Chief Engineer (SRA) is satisfied with the following :
- (i) Specific plans in respect of evicting or rehousing the existing tenants on your plot stating their number and the area in occupation of each.
 - (ii) Specifically signed agreement between you and the existing tenants that they are willing to evict for the alternative accommodation in the proposed structure.
 - (iii) Plans showing the phase programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.
- (21) In case of additional floor no work should be started during monsoon which will give rise to water leakage and consequent nuisance to the tenants staying on the floor below.
- (22) The height of the over head storage work above the finished level of the terrace shall not be more than 1 metre.
- (23) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary, is obtained.
- (24) It is to be understood that the foundations must be excavated down to hard soil.
- (25) The positions of the nakams and other appearances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (26) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing from the Chief Executive Officer of Slum Rehabilitation Authority.
- (27) All gully traps and open channel shall be provided with right fitting mosquito proof covers as per relevant I. S. specifications.
- (28) No broken bottle should be fixed over boundary walls. The prohibition refers only to broken bottles & not to the use of plain glass for capping over compound wall.
- (29) If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk.

Executive Engineers, (S.F.A.) III

SLUM REHABILITATION AUTHORITY



To,
M/s. Gurukrupa Developer
4/58, Kamal Menthon
N.A Azarui Road,
Colaba, Mumbai- 400 005.

No. SRA/ENG/2721/HE/PL/AP
Date: **16 JUN 2017**

Subj: Amended plans for Sale building no. 2 at S. R. Scheme on plot

bearing C.T.S. No. 4091, 4091/1 to 37, 4097, 4097/1 to 5,
4090B, 4090A/2 to 19 of Village Kolekalvan, Vakola Pipe Line,
Santacruz (East) for 'Amrut Manthan SRA CHS Ltd' & 'Shree
Mahalaxmi SRA CHS Ltd'.

Ref: Your letter dtd. 23/05/2017.
Sir,

With reference to above, the amended plans submitted by you for the
Sale Bldg no.02 are hereby approved by this office subject to following
conditions:-

1. That all conditions of letter of intent issued under No. SRA/ENG
/992/HE/PL/LOI dated 23/06/2011 shall be complied with.
2. That conditions of IOA under No. SRA/ENG/2721/HE/PL/AP
dtd.03/12/2011 shall be complied with.
3. That conditions of Amended IOA under No.
SRA/ENG/2721/HE/PL/AP dtd.18/01/2014 & 30/01/2017 shall be
complied with.
4. That revised Structural Designs and Calculations shall be submitted
& the same shall be peer review by another structural engineer.
5. That Final plan shall be mounted on canvas and shall be submitted
before asking O.C.C.



Slum Rehabilitation Authority

Administrative Building,
Anant Kanekar Marg,
Bandra (East), Mumbai-51.
Email: info@sra.gov.in

No. SRA/ENG/992/HE/PL/LOI
Date : **123 JUN 2011**

To,

1 Architect

Shri Samar Paul
M/s. VISION,
49/2364, 3rd floor,
Shree Sakripa CHS,
Gandhi Nagar, Bandra (E),
Mumbai- 400 051

2. Developers:

M/s. Guntakrupa Developers
4/58, Kanai Mansion, N.A.Azmi Marg,
Colaba,
Mumbai - 400 005.

3. Society. : "Amrut Manthan SRA CHS Ltd"
"Shree Mahalaxmi SRA CHS (prop)"

Sub: Proposed amalgamation & implementation of S. R. Schemes on plot bearing C.T.S. Nos. 4091, 4091/1 to 37, 4097, 4097/1 to 5, 4090B, 4090A/ 2 to 19 of Village Kolekalyan, Vakola Pipe Line, Santacruz (East) for 'Amrut Manthan SRA CHS Ltd' & 'Shree Mahalaxmi SRA CHS (prop)';

Ref : SRA/ENG/992/HE/PL/LOI

Sir,

With reference to the above mentioned slum rehabilitation scheme on plot bearing C.T.S. nos. 4091, 4091/1 to 37, 4097, 4097/1 to 5, 4090B, 4090A/ 2 to 19 of Village Kolekalyan, Vakola Pipe Line, Santacruz (East), Mumbai, this office is pleased to inform you that this Revised Letter of Intent is considered and principally approved for 3.54 FSI (three point five four FSI) for slum plot in accordance with provisions of Regulation no.33(10) of Appendix - IV of D.C. regulations 1991 amended upto date and FSI of 1.00 & utilization of D.R.C. equivalent to permissible built up area on non-slum plot for non-slum plot in accordance with D.C. Regulation 33(1) of DCR 1991. Out of which maximum FSI of 3.00 for slum plot & 2.00 for non-slum plot including admissible TDR shall be allowed to be consumed on the plot subject to the following conditions :-