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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Mumbai this 09th day of November, 2024

BETWEEN

M/S. DIGNITY REALTY & HOUSING, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 and having their office at 7, 1st Floor, Bhagwan Bhuvan, Plot No. 490, Adenwala Road, Matunga, Mumbai - 400 019, hereinafter referred to as the "PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners or Partner for the time being constituting the said firm, survivors or survivor of them and their respective heirs, executors, administrators and their assigns) of the ONE PART;

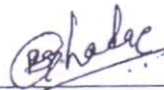
AND

(1) MR. RAJENDRA SAMPAT GHADGE AND (2) MRS. MANGAL RAJENDRA GHADGE, both of Mumbai, Indian Inhabitants, having their address at Room No. 7, Baithi Chawl No. 9, Spring Mill Compound, G.D. Ambekar Marg, Naigaon, Dadar (East), Mumbai - 400014 hereinafter referred to as the "PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective legal heirs, executors, administrators and permitted assigns) of the OTHER PART;

Herein, where required, the Promoters and the Purchaser(s) are collectively referred to as "Parties" and individually as "Party".



The Promoters



The Purchaser(s)



WHEREAS:

- A. The Municipal Corporation of Greater Mumbai (MCGM) is the owner of or otherwise well and sufficiently entitled to all those pieces and parcels of lands or grounds in aggregate admeasuring 2391.45 sq. meters or thereabout bearing Cadastral Survey Nos. 438 (pt), 597 (pt), 612 (pt), 613, 614, 615, 616 (pt), 617, 618 (pt), 619 (pt), 620 (pt), 649 (pt) and 650 (pt) of Dadar Naigaon Division, in the Registration District of Mumbai City situated at Bhairavnath Mandir Marg, Katrak Road, Wadala (W), Mumbai - 400 031 more particularly described in the First Schedule hereunder written and hereinafter referred to as the said Property.
- B. The said Property is declared as a 'Slum' under the Maharashtra Slum Areas (Improvement, Clearance & Redevelopment) Act, 1971 (Slum Act). The said Property totally is in occupation of slum dwellers protected under the Slum Act who have formed a society named Shri Bhairavnath Co-operative Housing Society Limited (Society). The said Society has submitted the proposal to the Slum Rehabilitation Authority (SRA) for redevelopment of the said Property under 33 (10) of DCR for Greater Mumbai.



C. The said society pursuant to a Resolution dated 16th June 2018 passed at the Special General Body Meeting has appointed the Promoters hereinafter as its New Developer to develop the said Property under the SRA Scheme and the Developer's entitlement to develop the said property is mentioned in Title Report issued by their Advocates & Solicitors.

D. Pursuant to the application of the said Society, the Assistant Commissioner F/North Ward has issued Annexure II and the NOC for implementation of SRA Scheme on the said Property. Further Chief Executive Officer SRA has issued revised Letter of Intent (LOI) dated 17th May 2019 for Slum Rehabilitation Scheme and further revised Letter of Intent (LOI) dated 5th November 2020 for Slum Rehabilitation Scheme and thereafter has also issued the Intimation of Approval dated 3rd December 2020 and Commencement Certificate dated 20th October 2022 for composite building comprising of rehab cum sale wing and Commencement Certificate dated 18th November 2022 for sale wing as per approved amended plan/s for commencement of work of redevelopment of the composite building comprising of rehab wing and sale wing upon the said Property.

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- E. The Promoters shall construct a composite building comprising of rehab cum sale wing and sale building. The rehab cum sale wing shall have Basement, Ground Floor which will be for Rehab commercial users plus 22 upper floors which may extend for further Floors subject to the approval of plans and necessary permissions and sanctions and sale building shall have Car Parking Tower/Building, Basement, Ground plus 25 upper floors which may extend for further Floors subject to the approval of plans and necessary permissions and sanctions.


The Promoter


The Purchaser(s)



completion and Occupation Certificate/s in respect of the Building/s is constructed in the said Property shall be granted by the SRA.

- G. The Promoters for taking advantage of fungible FSI of adjoining properties may load their fungible FSI entitlement upon the said Property.
- H. The Promoters have entered into an Standard Agreement as prescribed by Council of Architects with M/s. Vilas Desai & Associates, the Architect Registered with the said Council and further have appointed a structural Engineer for the preparation of the structural designs and drawings of the Building/s and the Promoters will continue with the professional supervision of the Architect and the structural Engineer for the time being appointed by the Promoters till the completion of the Building/s to be constructed on the said Property.
- I. M/s. Lilani Shyam & Co. Advocates & Solicitor by their Report on title dated 26th September 2022 has certified the rights of the Promoters to develop the said Property under the SRA Scheme and the said Property belongs to MCGM.
- J. The said Rehab cum sale building/wing shall consist of Basement, Ground Floor which will be for Rehab commercial users plus 22 upper floors which may extend for further Floors to be known as "Shree Bhairavnath Heights". The free sale wing/building shall consist of Car Parking Tower/Building, Basement, Ground plus 25 upper floors which may extend for further Floors (subject to the approval of plans and necessary permissions and sanctions) to be known as "Dignity Bayview".



As required under the provision of Section 5 of the Real Estate (Regulation and Development) Act) 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules"), the Promoters have registered the development of the New Building/s ("Project/Real Estate Project") with the Maharashtra Real Estate Regulatory Authority ("MahaRERA") and the said MahaRERA has issued a RERA Registration Certificate No. P51900048008 dated 7th December 2022 in respect of the Project.

- L. The Promoters have informed the Purchaser(s) and the Purchaser(s) is/are aware that the project of construction of the New Buildings on the said Property and the entitlements of the Promoters in respect of development of the said Property.
- M. The Purchaser(s) herein has/have demanded from the Promoters and have been given inspection of all documents relating to the development of the Property, as well as the IOD, Commencement Certificate, plans, designs and specifications prepared by the

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The Promoters


The Purchaser(s)



performed by the Promoters while developing the said Property and upon due observance and performance of which only the completion and Occupation Certificate/s in respect of the Building/s is constructed in the said Property shall be granted by the SRA.

- G. The Promoters for taking advantage of fungible FSI of adjoining properties may load their fungible FSI entitlement upon the said Property.
- H. The Promoters have entered into an Standard Agreement as prescribed by Council of Architects with M/s. Vilas Desai & Associates, the Architect Registered with the said Council and further have appointed a structural Engineer for the preparation of the structural designs and drawings of the Building/s and the Promoters will continue with the professional supervision of the Architect and the structural Engineer for the time being appointed by the Promoters till the completion of the Building/s to be constructed on the said Property.
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- L. The Promoters have informed the Purchaser(s) and the Purchaser(s) is(are) aware that the project of construction of the New Buildings on the said Property and the entitlements of the Promoters in respect of development of the said Property.
- M. The Purchaser(s) herein has/have demanded from the Promoters and have been given inspection of all documents relating to the development of the Property, as well as the IOD, Commencement Certificate, plans, designs and specifications prepared by the


The Promoters


The Purchaser(s)



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Promoters' Architects, and of such other documents as are specified under RERA and the Rules and Regulations made thereunder.

N. Prior to execution of this Agreement, the Purchaser/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the Premises (defined hereinafter), made enquiries thereon and is satisfied with respect to, (i) the title of the Promoters in respect of the said Property, (ii) the approvals and permissions (including CC) obtained till date and (iii) the Promoter's entitlement to re-develop the said Property and construct the Real Estate Project under various provisions of the Development Control and Promotion Regulations for Greater Mumbai, ("DCPR") and applicable law and sell the Promoter's Free Sale Premises therein. The Purchaser/s has also examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by their Advocates and Planning and Architectural consultants. The Purchaser/s has agreed and consented to the development of the Real Estate Project (as defined herein). The Purchaser/s has also examined all documents and information uploaded by the Purchaser/s on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects. The Purchaser/s hereby undertake/s not to hereafter raise any objection and / or make any requisitions with respect to the title of the Society and the Promoters to develop/construct the Real Estate Project on the said Property. The Purchaser/s undertake/s that he/she/they have verified with their financial advisor and confirm that the Purchaser/s has/have the financial capability to consummate the transaction contemplated in these presents.



The Purchaser(s) herein, being fully satisfied with the rights of the Promoters to develop the Property, approached the Promoters for the purchase and acquire and the Promoters agree to sell and transfer to the Purchaser/s on ownership basis the Premises more particularly described in the Second Schedule hereunder written and shown in red colour boundary lines on the floor plan annexed hereto.

As per the applicable provisions of RERA, the carpet area of the Premises (as per the definition of the term "carpet area" under Section 2 (k) of RERA) is more particularly described in the Second Schedule hereunder written.

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The Promoters and the Purchaser(s) have held detailed negotiations of the terms and conditions of the sale of the Premises and pursuant thereto, the Promoters have agreed to sell to the Purchaser(s) and the Purchaser(s) has/ have agreed to purchase from the Promoters the Premises, for a consideration of more particularly described in the Third Schedule hereunder written (which excludes all amounts/ deposits etc. payable under this Agreement) (hereinafter referred to as the "Sale Price").

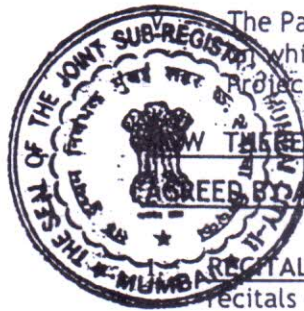
R. The Sale Price and the instalments and the level of the finish of the Premises has been negotiated and agreed to between the Parties, and


The Promoters


The Purchaser(s)

accordingly the Purchaser(s) is/are paying the Sale Price in the manner hereinafter appearing.

- S. Annexed to this Agreement are copies of the following documents: -
- S.1. Annexure "A" : Revised Letter of Intent
 - S.2. Annexure "A1" : Further Revised Letter of Intent.
 - S.3. Annexure "B" : Intimation of Approval.
 - S.4. Annexure "C" : Commencement Certificate;
 - S.5. Annexure "D" : Report on Title.
 - S.6. Annexure "E" : Floor Plan of the Premises;
 - S.7. Annexure "F" : List of the internal amenities agreed to be provided in the Flat;
 - S.8. Annexure "G": MAHA-RERA Registration certificate.
- T. Under Section 13 of RERA, it is necessary to execute a written agreement for the sale of Premises, being in fact these presents, and to register the same under the Registration Act, 1908.
- U. The Purchaser(s) has/have carefully read and understood the contents and meanings of each of the clauses of this Agreement, along with all the aforesaid and hereunder relevant information furnished by the Promoters and the Purchaser/s has/have also taken independent legal advice and only thereafter he/she/they has/have agreed to enter into this Agreement.



The Parties hereto are desirous of recording the terms and conditions which the Promoters have agreed to sell the Premises, in the said Project in the manner hereinafter appearing.

WHEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

RECITALS FORM AN OPERATIVE PART OF THIS AGREEMENT. The Recitals of this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part hereof and shall be interpreted, construed and read accordingly.

2. INSPECTION OF DOCUMENTS PRIOR TO PURCHASE. The Purchaser(s) confirm(s) that prior to the execution hereof, the Purchaser(s) has/have been given full, free and complete inspection of all documents relating to the development of the Property including the, LOI, Intimation of Approval, Commencement Certificate, drawings, plans and specifications of the New Buildings, the approvals/ permissions for construction/ development. The Purchaser(s) has/ have prior to the execution of this Agreement satisfied themselves about the title to the Property, the rights of the Promoters to develop the Property and to sell the Flat/Premises to the Purchaser(s), and the Purchaser(s) shall not be entitled to further investigate the title to the Property or the


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The Purchaser(s)



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Promoters' right to develop the same and no requisition or objection shall be raised upon it or any matter relating thereto. The Purchaser(s) is/are aware that while the Promoters have obtained some of the approvals from the SRA, other approvals (or amendments to approvals) may be received from time to time, and the Purchaser(s) waive(s) his/her/their right to raise any objection in that regard. The Purchaser(s) has(have) also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Promoters and is(are) aware and acknowledge that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the New Buildings is completed and after the management of the New Buildings is handed over to the Society/organisation, as provided hereinafter, and the Purchaser(s) has(have) agreed to abide by and comply with such continuing conditions and obligations. The Purchaser(s) further confirm(s) that he/she/they has/ have executed this Agreement after having read, understood, and agreed to the terms hereof.

3. THE NEW BUILDING/S.


3.1. The Promoters shall construct on the said Property more particularly described in the First Schedule hereunder written Rehab cum sale building/wing shall consist of Basement, Ground Floor which will be for Rehab commercial users plus 22 upper floors which may extend for further Floors to be known as "Shree Bhairavnath Heights" and the free sale wing/building shall consist of Car Parking Tower/Building, Basement, Ground plus 25 upper floors which may extend for further Floors (subject to the approval of plans and necessary permissions and sanctions) to be known as "DIGNITY VIEW" (or such other name as the Promoters may in its sole discretion decide), by utilizing and consuming the present development potential thereof and/or future development potential including fungible FSI as also fungible FSI of adjoining property on amalgamation of the adjoining Property with the said Property, Premium paid FSI, TDR, road width FSI, etc., and all other development potential as may be permissible under the D.C. Regulations and/or other rules/ bye laws of the authorities and in accordance with the plans, designs, specifications approved by the Purchaser(s) with such variations and modifications as the Promoters, at their discretion, may consider necessary or as may be required by the concerned local authority/ government to be made in them or any of them. However, the Promoters shall also undertake further and future development of the said Property.



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3.2. PROVIDED THAT the Promoters shall have to obtain prior consent in writing of the Purchaser/s in respect of any variations or modifications which may adversely affect the Premises of the Purchaser/s, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Purchaser/s.


The Promoters


The Purchaser(s)

3.3. The Purchaser(s) has/ have inspected all plans of the New Building and has/ have understood the various calculations of FSI and areas as approved by the SRA and agree(s) and confirm(s) that he/she/they shall not raise any objection or grievance in respect thereof.

4. SALE OF THE PREMISES AND THE SALE PRICE.

- 4.1 The Purchaser/s hereby agree(s) to purchase and acquire from the Promoters and the Promoters hereby agree(s) to sell to the Purchaser/s, the said Premises with carpet area as per RERA as more particularly described in the Second Schedule hereunder written and as shown in the floor plan annexed and marked Annexure "E" hereto, at and for the Sale Price (as defined below) more particularly mentioned in the Third Schedule hereunder written.
- 4.2 The Sale Price for the said Premises is mentioned in the Third Schedule hereunder written ("the Sale Price"). It is expressly agreed between the Parties that for the purpose of this Agreement, 9.80% (nine decimal eight percent) of the Sale Price is earnest money and is referred to herein as the "Earnest Money".
- 4.3 The Purchaser/s has/have paid before execution of this Agreement, part payment of the Sale Price of the said Premises as more particularly described in the Third Schedule hereunder written and hereby agree(s) to pay to the Promoters the balance amount of the Sale Price in the manner and payment installments as mutually agreed and more particularly mentioned in the Third Schedule hereunder written.



In addition to the Sale Price and the charges and amounts as mentioned in the Fourth Schedule hereunder written, the Purchaser/s shall also bear and pay all the indirect taxes including consisting of tax paid or payable by way of GST, Service Tax, Value Added Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the Premises and/or this Agreement. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises shall be borne and paid by the Purchaser/s alone and the Promoters shall not be liable to bear or pay the same or any part thereof. In the event of any change in law or tax rate post signing of the contract/agreement to sale, including the introduction of new levy under any law for the time being in force or restriction of input tax credit of GST, resulting in cost escalation; Company


The Promoters


The Purchaser(s)



reserves the right to renegotiate the contract/agreement price such that the net impact of GST/additional cost gets factored in the base price."

4.5 The Sale Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority / Local Bodies / Government from time to time. The Promoters undertake and agree that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

4.6 The Promoters shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Real Estate Project is complete and the Occupation Certificate is granted by the SRA, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Price payable on the basis of the carpet area of the said Premises, shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit of 3%, then, the Promoter shall refund the excess money paid by the Purchaser/s within 45 (forty-five) days with interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to the Purchaser/s, the Promoters shall demand additional amount from the Purchaser/s towards the Sale Price, which shall be payable by the Purchaser/s prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoters/Purchaser/s, as the case may be, under this Clause 4.6, shall be made at the same rate per square meter as agreed in Clause 4.1 above.




4.7 The Purchaser/s authorize(s) the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters may in their sole discretion deem fit and the Purchaser/s undertake(s) not to object/demand/direct the Promoters to adjust his/her/their payments in any manner.

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4.8 On a written demand being made by the Promoters upon the Purchaser/s with respect to a payment amount (whether the Sale Price or any other amount payable in terms of this Agreement), the Purchaser/s shall pay such amount to the Promoters, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default.


The Promoters


The Purchaser(s)

4.9 The Promoter shall be entitled to securitise the Sale Price and other amounts payable by the Purchaser/s under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Price and other amounts payable by the Purchaser/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Purchaser/s shall be required to make payment of the Sale Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

4.10 The Purchaser/s shall deduct tax at source ("TDS") from each installment of the Sale Price as required under the Income-tax Act, 1961. The Purchaser/s shall cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 at the earliest. In the event of any loss of tax credit to the Promoter due to the Purchaser/s' failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoters from the Purchaser/s.

5. INSTALLMENTS OF THE SALE PRICE.

5.1. The Purchaser(s) confirm(s) that he/she/they had negotiated for and agreed to the Sale Price on the basis that the various milestones of completion of the construction activity be clubbed and brought forward and the Purchaser(s) will accelerate the instalments of the Sale Price based on such agreed milestones. The Purchaser(s) confirm that he/she/they have accordingly agreed to the number of instalments of the Sale Price, the quantum of each instalment and time of payment of the instalments linked to the construction schedule of the New Buildings, as stated in this Agreement.



The Sale Price and the installments for payment thereof which are agreed to between the Parties are more particularly set out in the Schedule hereunder written (each payment of the Sale Price being hereinafter referred to as "Installment" and all payments of the Sale Price being collectively referred to as "Installments").

5.3. The Instalments shall be paid by the Purchaser(s) into Designated RERA Account held by the Promoters or any such other account as may be intimated in writing by the Promoters to the Purchaser(s).

5.4. Loans availed of by the Purchaser(s) ~~notwithstanding~~ the restriction on transfer of the Premises contained in this Agreement, if the Purchaser(s) has/ have availed of a loan from any banks/financial institutions for the purchase of the Premises, it shall nevertheless be the responsibility of the Purchaser(s) to ensure payment of the Installments of the Sale Price (whether from such banks/ financial institutions or from his/her/their own resources or alternate resources) on the due dates- the Purchaser(s) cannot seek additional time for payment.


The Promoters


The Purchaser(s)



in the event such banks/ financial institutions do not make payment of any of the Installments for any reason whatsoever. Any lien over the Premises created in favour of such banks/ financial institutions shall be subject to the Promoters' first lien and charge on the Premises in respect of unpaid Installments towards the Sale Price and all other amounts/ deposits payable by the Purchaser(s) to the Promoters under the terms and conditions of this Agreement, and shall not in any manner jeopardize the rights of the Promoters.

5.5. **Third Party Payments.** In the event any third party making any payments/ remittances on behalf of or at the instance of the Purchaser(s), such third party shall not have any rights whatsoever over or to the Premises or under this Agreement, and all payment receipts will be issued in the name(s) of the Purchaser(s) alone.

5.6. **TDS Provisions.** Tax at source, as applicable, shall be deducted from the Sale Price (TDS) by the Purchaser(s) provided however that the Purchaser(s) shall be liable to submitting the original tax deduction certificate within 30 (thirty) days of the same being required to be paid into the government treasury and the Promoters shall acknowledge the same only upon the Purchaser(s) submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site. If at the time of taking possession of the Premises, such TDS certificates are not furnished, the Purchaser(s) shall deposit such equivalent amount as interest free deposit with the Promoters, which deposit shall be refunded by the Promoters on the Purchaser(s) producing such certificates within two months from the Purchaser(s) taking possession of the Premises. Provided further that in case the Purchaser(s) fail(s) to produce such certificate within the stipulated period of two months, the Promoters shall be entitled to appropriate the said deposit against the receivable from the Purchaser(s). In this regard, the Purchaser(s) acknowledge(s) that the Purchaser(s) has/ have received from the Promoters, the permanent account number allotted to the Promoters under the provisions of the Income Tax Act, 1961, and the same is also stated in this Agreement.

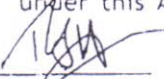


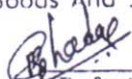
6. **Appropriation/ adjustments of the Installments of the Sale Price.** The Purchaser(s) expressly authorize(s) the Promoters to adjust/appropriate all payments made by him/ her/ them under any head(s) of dues against outstandings, if any, as the Promoters may in their sole discretion deem fit (which shall be without prejudice to the rights and remedies of the Promoters under this Agreement and at law), and the Purchaser(s) agree(s) that the Purchaser(s) has/ have no right to object/demand/ direct the Promoters to adjust his/her/their payments in any manner.

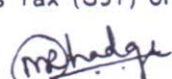
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7. **GST AND OTHER IMPOSTS.**

7.1. The Sale Price and all other amounts payable by the Purchaser(s) under this Agreement exclude Goods And Services Tax (GST) or


The Promoters


The Purchaser(s)



any other taxes, duties or dues which are currently applicable or which may hereafter be applicable in respect of the sale of the Premises or which are currently applicable or which may hereafter be applicable in connection with the construction of and carrying out the said development project) all of which are the liability/ responsibility of the Purchaser(s) alone. Accordingly, the Purchaser(s) alone is/are responsible to pay to the Promoters the GST and all other imposts on the Sale Price or any other amounts/ deposits mentioned in this Agreement and/or in respect of the transaction contemplated herein (whether applicable/payable now or which may become applicable/payable in future).

- 7.2. If on account of change/amendment in the present laws, rules, regulations or on account of enactment(s) of new laws by the Central and/or State Government and/or by the SRA/MCGM or any other authorities, any taxes/premiums/ amounts become payable hereafter on the amounts payable by the Purchaser(s) to the Promoters related to the purchase of the Premises by the Purchaser(s), or if any of the current taxes, duties or dues are increased by any authorities, the Purchaser(s) shall be liable to bear and pay the increased amount or the new levies/ taxes.
- 7.3. The Promoters may allow, in its sole discretion, a rebate for earlier payments of the Installments payable by the Purchaser(s) by discounting such early payments at such rate as the Promoters agree upon for the period by which the respective Installment has been brought forward. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser(s) by the Promoters in writing.

8. CAR-PARKING.



As stated above, the Promoters have agreed to allot to the Purchaser(s) the use of NIL car-parking space/slot(s) in the Car Parking Tower by mechanized parking arrangement. (No Car Parking).

The parking slots mentioned above shall be used only for the purpose of parking the vehicle(s) of the Purchaser(s) and for no other use and subject to the bye-laws, rules and regulations of the Society.

- 8.3. The Promoters are entitled to allot to the Members and other Purchasers of other flats such number of car-parking slots and at such locations within the project as the Promoters may deem fit and the Purchaser(s) herein shall have no claims or objections to the same.
- 8.4. The Purchaser(s) agree(s) and undertake(s) to pay the requisite monthly dues, repair charges and maintenance charges of and related to the car-parking(s) as may be levied by the authorities and/or the Society and/or association of apartment owners (including without limitation charges towards Annual Maintenance Contracts that may be entered in by the Promoters or the Society

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and/or association of apartment owners in respect of the mechanized parking systems).

8.5. The Purchaser(s) shall not cause the Society and/or association of apartment owners to change the allocation of parking spaces of other premises-owners/ Purchasers in the New Building.

9. ADHERENCE TO THE APPROVED PLANS/ PERMISSIONS. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations, undertakings and restrictions if any, which may have been imposed by the concerned authorities at the time of sanctioning the plans (including amended plans) of the New Building or thereafter and shall, before handing over possession of the Premises to the Purchaser(s), obtain from the SRA the Occupancy Certificate in respect of the New Building. Thereafter, the Purchaser(s) shall adhere to and observe, perform and comply with all the terms, conditions, stipulations, undertakings and restrictions if any, which may have been imposed by the concerned authorities in respect of the sanctioned plans (or amended plans) of the New Building.

10. TIME IS OF THE ESSENCE. Time is of the essence for the Promoters as well as the Purchaser(s). The Promoters shall abide by the time schedule for completing the project and handing over the Premises to the Purchaser(s) after receiving the Occupancy Certificate of the New Buildings. Similarly, the Purchaser(s) shall make timely payments of the Installments and other amounts/dues payable by him/her/them and shall meet the other obligations under the Agreement.



FLOOR SPACE INDEX.

Promoters hereby declare that the Floor Space Index of 22 sq. meters available for construction of free sale component and the Promoters have planned to utilize the further FSI (Fungible FSI) by amalgamating the adjoining property/scheme and by availing inter alia TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the project.

11.2. The Promoters have disclosed the Floor Space Index as proposed to be utilized by them in the project and the Purchaser(s) has/ have agreed to purchase the Premises based on the proposed construction and sale of flats to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

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CONSEQUENCES OF DELAY.

If the Promoters fail to abide by the time schedule for completing the project and handing over the Premises to the Purchaser(s) as per the terms hereof, the Promoters shall pay to the Purchaser(s), if so, demanded by the Purchaser(s) and if the Purchaser(s) do(es)

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The Purchaser(s)

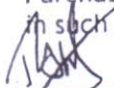
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not intend to withdraw from the project, interest as specified in the Rules framed by MAHA-RERA on all the amounts paid by the Purchaser(s), for every month of delay till the date of offering possession of the Premises as per this Agreement.

- 12.2. The Purchaser(s) agree(s) to pay to the Promoters interest as specified in the Rules framed by MAHA-RERA, on all the delayed payments which become due and payable by the Purchaser(s) to the Promoters under the terms of this Agreement from the date the said amounts are payable by the Purchaser(s) to the Promoters. It has been agreed by the Parties that payments shall be made by the Purchaser(s) within 7 (seven) days of a demand for the same being raised by the Promoters and, in the event the Purchaser(s) do not make such payment within seven days of the issuance of the demand notice by the Promoters, the Purchaser(s) shall be deemed to have committed default and shall be liable for the consequences thereof including payment of interest.
- 12.3. Without prejudice to the rights of the Promoters to charge interest, on the Purchaser(s) committing default in payment on the due dates of any amounts due and payable by the Purchaser(s) to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authorities and other outgoings) and on the Purchaser(s) committing three defaults of payment of Installments of the Sale Price or of any amounts due and payable under this Agreement, the Promoters shall at their own option, may terminate this Agreement:



Provided that the Promoters shall give notice of fifteen days in writing to the Purchaser(s), by Registered Post AD at the address provided by the Purchaser(s) and email at the email address provided by the Purchaser(s), of their intention to terminate this Agreement and of the specific breach(es) of terms and conditions in respect of which it is intended to terminate this Agreement. If the Purchaser(s) fail(s) to rectify the breach(es) mentioned by the Promoters within the notice period then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, (i) the Purchaser(s) shall cease to have any rights over or to the Premises, (ii) the Promoters shall refund to the Purchaser(s) [subject to adjustment and recovery of liquidated damages (which have been agreed by the Parties as ten percent of the Sale Price), interest, brokerage fees and all taxes, costs, charges and expenses suffered or incurred by the Promoters or any other amount which may be payable to the Promoters within a period of thirty days of the sale by the Promoters of the Premises to a third party or completion of the construction of the entire New Building, whichever is earlier, the instalments of Sale Price of the Premises which may till then have been paid by the Purchaser(s) to the Promoters. It is clarified that in the event if the Purchaser(s) has(have) obtained a housing finance or loan from any bank or financial institution by offering the rights of the Purchaser/s under this Agreement or the said Premises, then and in such an event, the refund pursuant to this Clause shall be made


The Promoters


The Purchaser(s)

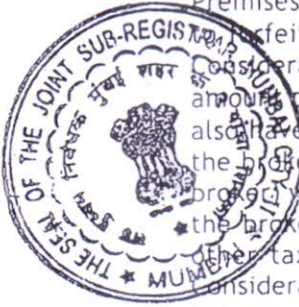


by the Promoter directly to the lender from whom the Purchaser(s) may have obtained such housing finance or loan and balance amount, if any refundable, shall be paid by the Promoter to the Purchaser(s). (iii) the Promoters shall be entitled to deal with, resell and/or dispose of the Premises in the manner as the Promoters may deem fit without any intimation, reference or recourse to the Purchaser(s).

13. AMENITIES, FIXTURES AND FITTINGS. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoters in the Premises as are set out in Annexure "F", annexed hereto. The Purchaser(s) specifically agree that the Promoters are entitled, at their discretion, to alter the amenities or provided additional or better amenities, and the Purchaser(s) shall not raise any disputes or claims in that regard. It is specifically agreed between the Parties hereto that the Promoters shall have the right to change/alter/substitute the said Amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Promoters.

14. VOLUNTARY CANCELLATION BY PURCHASER/S.

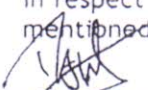
In the event, the Purchaser/s desire/s to cancel the allotment of said Premises for any reason whatsoever, then Promoters shall be entitled to forfeit the amounts equivalent to 10% (ten per cent) of the Sale Consideration and the Purchaser/s shall not be entitled to such amount paid by him/her/them/it to Promoters. The Purchaser/s shall also have to bear and pay to Promoters, at the time of cancellation, the brokerage charges (if the said Premises is purchased through the broker) which brokerage shall have been already paid by Promoters to the broker. The Promoters shall not be liable to refund GST and all other taxes paid or payable on this Agreement and/or on the Sale Consideration and/or interest and/or otherwise. It is agreed by and between the parties that all the amounts due and payable by the Purchaser/s, as specified hereinabove, shall be deducted from the amount received by Promoters from the Purchaser/s till the time of such cancellation. The Promoters shall return the balance amount from the Sale Consideration (if any) to the Purchaser/s within 30 (thirty) days from the date of sale of the said Premises/Flat to a prospective purchaser/s.

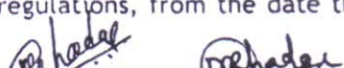


15. POSSESSION OF THE PREMISES.

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15.1. The Promoters shall give possession of the Premises to the Purchaser(s) on or before 31st December 2026 or such extended date subject to the Purchaser(s) having paid all Installments/ amounts payable as per this Agreement. If the Promoters fail or neglect to give possession of the Premises to the Purchaser(s) on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Purchaser(s) the amounts already received by them in respect of the Premises with interest at the same rate as may mentioned in RERA, its rules and regulations, from the date the


The Promoters


The Purchaser(s)

Promoters received the sum till the date the amounts and interest thereon is repaid.

15.2. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the Premises beyond the aforesaid date if the completion of the New Buildings in which the Premises is to be situated is delayed on account of -

15.2.1. Acts of God including earthquakes, floods, inundations, land-slide, storm, tempest, hurricane, cyclone, lightning, epidemic, pandemic, endemic, declaration of lockdown or containment zone by the authorities, and the resultant effects causing restrictions on movement of workmen or material or delays due to restricted/ reduced functioning of the SRA/MCGM/ other authorities or due to unavailability of labour or material;

15.2.2. Any notice, order, rule, notification of the Government and/or other public or competent authority/court or any change in policies of the SRA/ concerned authorities;

15.2.3. Any shortage or delay in availability or supply of labor, materials or utilities due to causes beyond the control of the Promoters;

15.2.4. Any adoption of and/or changes to the DCP Regulations;

15.2.5. Any stay order / injunction order issued by any Court of Law, competent authority, SRA, statutory authority not on ground of breach of any provision or statute committed by the Promoters;



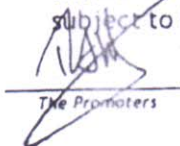
Any geological, subsurface ground conditions as a result of which construction and development on the New Building delayed or no longer financially or technically viable;

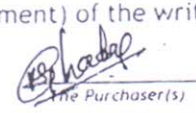
Any reasons like war, civil commotion, acts of criminals or of public enemy, insurrection, blockade, embargo terrorism, riots, bandhs, strikes and/or labour unrest etc. in consequence whereof the construction activities on the Sale Plot could be adversely affected; and

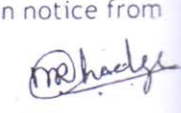
15.2.8. Any other conditions or act beyond the control of the Promoters or which prevent the Promoters from fulfilling their obligations under this Agreement.

16. PROCEDURE FOR TAKING POSSESSION.

16.1. The Promoters, upon obtaining the Occupancy Certificate from the SRA and on receiving the payments of all amounts from the Purchaser(s) as per this Agreement, shall offer in writing the possession of the Premises to the Purchaser(s) in terms of this Agreement. The Purchaser(s) shall take possession of the Premises within 15 days (and in any event not later than sixty days, but subject to the terms of this Agreement) of the written notice from


The Promoters


The Purchaser(s)



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the Promoters to the Purchaser(s), by executing necessary possession letter, indemnities, undertakings and such other documentation as prescribed in this Agreement or as may be required by the Promoters. Non-completion of other residential flats, Common Areas including the Limited Common Areas and common amenities and facilities at the time of possession cannot be a reason for not taking the possession.

16.2. The Purchaser(s) agree(s) to pay the maintenance charges of or related to the Premises as determined by the Promoters or by the Society, as the case may be, from the sixteenth day of the notice of the Promoters offering possession of the Premises as aforesaid, irrespective of whether or not the Purchaser(s) take(s) possession of the Premises. In the event the Purchaser(s) do(es) not make payment to the Promoters of all amounts due under this Agreement or does not take possession of the Premises from the Promoters, the Promoters shall not be liable for any deterioration of the interiors of the Premises or the amenities/ fixtures provided therein, and the Promoters shall not be liable to repaint/ touch-up the Premises or replace any fixtures/ fittings, all of which shall be the liability of the Purchaser(s) alone.

16.3. While the electricity meters/ bills and other utility meters/ bills will initially be in the Promoters' name, it shall be the responsibility of the Purchaser(s) to get the same changed to his/her/their name(s) at his/her/their costs. For the said purpose the Promoters shall co-operate with the Purchaser(s) and shall execute such writings, consent letters as may be required.



16.4. The Purchaser(s) agree(s) that the Promoters are entitled to frame bye-laws and regulations inter alia for the maintenance of the New Buildings and the manner in which interior works/ fit-out works shall be carried out by purchasers/ Purchasers of premises in the New Buildings, and shall sign and execute, without demur, all such writings as may be required by the Promoters in this regard at the time of taking possession of the Premises or at any time thereafter. The Promoter(s) are also entitled to appoint a house-keeping agency for the general upkeep and maintenance of the common areas of the New Buildings, for which proportionate payments will be required to be made by the purchasers/ Purchasers of premises in the New Buildings. The Purchaser(s) agree(s) to the aforesaid and agree(s) to pay, without demur or delay, the proportionate contribution towards the fees of the house-keeping agency as decided by the Promoters.

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Notwithstanding anything contained herein and notwithstanding that the Promoters may be obtained the Occupation Certificate in respect of the New Buildings, the Promoters are entitled to carry out works within the New Buildings or in the compound or to the parking systems or in the common amenities/ facilities being provided in the project (whether by way of landscaping, green areas, ornamental plants, lobby improvements & furniture, etc.) so as to enhance the aesthetics or to improve upon the facilities or to ensure a smooth and sustained

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functioning of the facilities/ equipment. The Purchaser(s) is/are also aware that the interior works to other flats will continue beyond the Occupation Certificate. The Purchaser(s) shall not obstruct such work being carried out nor shall he/she/they raise a claim of unfinished work by the Promoters, it being understood and agreed that once the Promoters have obtained the Occupation Certificate of the New Buildings and have completed the Premises of the Purchaser(s) as per this Agreement, the Promoters are entitled to offer in writing the possession of the Premises to the Purchaser(s) in terms of this Agreement.

18. DEFECTS' LIABILITY.

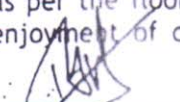
18.1. If within a period of five years from the date of the Occupancy Certificate of the New Building, the Purchaser(s) bring to the notice of the Promoters any 'structural defect' in the Premises or the New Buildings then, wherever possible, such defect shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Purchaser(s) shall be entitled to receive from the Promoters compensation for such defect in the manner as provided under RERA.


18.2. "Structural defects" or "defects" means defects in the construction of the New Building and shall always exclude wear and tear, loss or damage due to a Force Majeure. The Purchaser(s) has/ have also been informed and are aware that the warranties of equipment, appliances and electronic items installed in the New Buildings and/or in the Premises by the Promoters shall be as per the standard warranties provided by the manufacturers/authorized suppliers/authorized service providers and accordingly any defect in such equipment, appliances and/or electronic items and/or in the installation thereof shall be rectified in accordance with the warranties provided by the manufacturers/authorized suppliers/authorized service providers. It is agreed and acknowledged that beyond the manufacturer warranties, annual maintenance contracts with original manufacturers/authorized suppliers/ authorized service providers shall be obtained (i) by the Purchaser(s) in respect of the equipment, appliances and/or electronic items installed in the Premises, and (ii) by the Society in respect of the equipment, appliances and/or electronic items installed in the New Buildings.

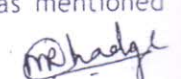


19. **USE OF THE PREMISES.** The Purchaser(s) shall use the Premises or permit the same to be used only for purpose of residence. If the Purchaser(s) has/ have been allotted car-parking space(s) under this Agreement, the Purchaser(s) shall use the car-parking space(s) only for purpose of parking his/her/their vehicle, and such use shall be strictly as per the bye-laws, rules and regulations of the Society. 20

20. **RIGHT OF THE PURCHASER/S RESTRICTED TO THE SAID PREMISES ONLY.** It is clarified that the right of the Purchaser(s) is/are restricted to the Premises agreed to be sold to him/her/them by the Promoters as per the floor plan annexed hereto as Annexure "E" and use and enjoyment of common areas and utilities in common as mentioned


The Promoters


The Purchaser(s)



herein and the Purchaser(s) shall not be entitled to claim any right to any open space or passage, podiums, staircase, parking spaces or any other area in to or upon the Plot and/or the New Buildings or any other space surrounding the New Buildings or any of them in any manner whatsoever.

21. FORMATION OF THE SOCIETY

21.1 Formation of the Society:

21.1.1 The Promoters shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Purchaser/s and other Purchasers/allottees of units/premises in the Real Estate Project in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder read with RERA and the RERA Rules.

21.1.2 The Purchaser/s shall, along with other Purchasers/allottees of premises/units of the Sale building join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the sale building in which the purchaser/allottees of the premises shall be joined as members ("the Proposed Society").



The Purchaser/s at the discretion of the Promoters shall along with other allottees of premises/units of the said rehab cum sale building shall join as member of the existing Society and/or of the society or any other organization to be formed by the said premises purchasers without any demure or objection.

For this purpose, the Purchaser/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary, for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall fill in, sign and return to the Promoters within 7 (seven) days of the same being made available to the Purchaser/s, so as to enable the Promoters to register the Society. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority. The Purchaser/s also accept(s) and agree(s) that certain changes may be required to the application forms and other writings including the society register to be filled up, including deletion and substitution of the Purchaser/s /other allottees in the Real Estate Project consequent to sale and transfer of the said Premises/their respective premises, and the Purchaser/s shall not object to the same.

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21.1.5 The name of the Society shall be solely decided by the


The Promoters


The Purchaser(s)



Promoters.

21.1.6 The Society/Proposed Society shall admit all purchaser/s / allottee/s of flats and premises/units in the Real Estate Project as members, in accordance with its bye-laws.

21.1.7 The Promoters shall be entitled, but not obliged to, join as a member/s of the Society/Proposed Society in respect of unsold premises in the real Estate Project, if any.

21.1.8 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoters for preparing, drafting and approving all such documents, shall be borne and paid by the Society/Proposed Society and its members/intended members including the Purchaser/s and the Promoters shall not be liable towards the same.

21.2 Lease of the Property

21.2.1 Within 12 (twelve) months from the date on which the Full Occupation Certificate with respect to the Real Estate Project is issued, the Promoters shall cause the MCGM to execute a Lease in favour of the Society/Proposed Society ("Society Lease"). The Promoters shall also retain and reserve unto themselves the right, title and interest to continue with and carry on the development of the Project as disclosed to the Purchaser/s and in the manner it may deem fit and proper. The Society/Proposed Society shall be required to join in execution and registration of the Society Lease. Post the Society Lease, the Society/Proposed Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including the Real Estate Project Amenities and the Promoters shall not be responsible for the same and the Purchaser/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

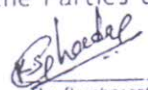
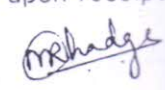


21.2.2 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges on the Society Lease (defined below) and the transaction contemplated thereby including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents shall be borne and paid by the Society/Proposed Society alone and the Promoters shall not be liable towards the same.

22. HANDING OVER OF NEW BUILDINGS TO THE SOCIETY

22.1 It is specifically agreed between the Parties that upon receipt


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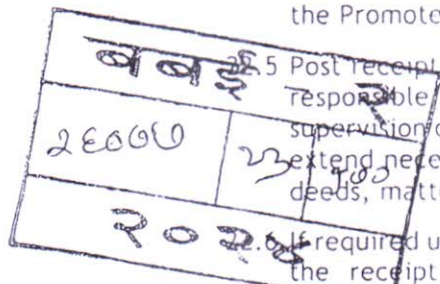
of all the amounts and charges payable by the Purchaser/s to the Promoter and to the Society for being admitted as a member under this Agreement, the Purchaser/s shall be admitted as member(s) of the Society and the Purchaser/s hereby agrees that he/she/they shall provide and execute all such documents/forms as may be required by the Promoter and/or Society. Upon the Purchaser/s being admitted as member of the Society, the Purchaser/s shall be entitled to all liabilities and benefits as member thereof. All costs, charges and expenses incurred in connection with the admission of the Purchaser/s as member of the Society as well as the costs of preparing, engrossing, stamping (save and except stamp duty payable on this Agreement) and registering all deeds and documents as may be required to be executed by the Promoter and by the Purchaser/s, including registration charges, GST, etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and paid by the Purchaser/s. The Promoter shall not be liable to make any contribution towards such expenses. It is clarified that the stamp Duty in respect of this Agreement shall be borne by the Purchaser/s.

22.2 For this purpose, the Purchaser/s shall from time to time sign and execute the application for membership and all other forms, writings and documents necessary for membership of the Society and for becoming a member thereof, and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Purchaser/s and pay requisite charges for Shares, membership fees and pro rata contribution towards the Society's corpus fund so as to enable the Society to admit the Purchaser/s as member of the Society.



The Society/Proposed Society shall admit all purchasers(s) / allottee(s) of flats in the New Buildings of the said Real Estate Project as members, in accordance with its bye-laws.


22.4 The Promoter shall be obliged to join as a member of the Society/Proposed Society in respect of unsold flats in the building of the Real Estate Project, if any. No fees or any amounts shall be charged by the Society/Proposed Society from the Promoter or the purchasers of the unsold flats.



5 Post receipt of full Occupation Certificate, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Purchaser/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

If required under RERA, within a period of 3 (three) months from the receipt of Occupation Certificate of the Project, the Promoter, shall handover the accounts and data of the purchasers of the Promoter's premises together with Common Areas and Amenities of the Project to the Society.


The Promoters


The Purchaser(s)

23. TERRACES ATTACHED TO ANY PREMISES. The Promoters have informed the Purchaser(s) that any open areas or terraces attached to or adjacent to any of the sale premises of the Promoters are for the exclusive benefit of the premises to which such terraces are attached/ adjacent to and the Promoters can allot the same to the purchasers of such premises. The Purchaser(s) expressly agree(s) that the terrace shall belong to and be for the exclusive use of the owners/ Purchasers/ occupants of such premises and forms part of such premises. The Purchaser(s) agree(s) that the terrace attached to such premises is not a common area and the Purchaser(s) covenant(s), agree(s) and undertake(s) not to lay any claims in respect of the said terrace.

24. PAYMENT OF OUTGOINGS/ DEPOSITS BY THE PURCHASER(S)-

24.1. Commencing fifteen days after notice in writing is given by the Promoters to the Purchaser(s) that the Premises is ready for use and occupation with full Occupation Certificate, with light and water connection together with all the amenities agreed to be provided in the Premises and irrespective of whether the Purchaser(s) has/ have taken possession of the Premises or not, the Purchaser(s) shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of all outgoings/charges in respect of the Property and the New Building including without limitation local taxes, betterment charges, N.A. Taxes, or other levies by the SRA/ authorities (applicable/payable after the grant full Occupation Certificate), expenses for electricity, water, common lights, repairs and maintenance, salaries of clerks/ bill collectors/ watchmen/ sweepers/ managers/ lift operators, house-keeping bills, annual maintenance contracts of the elevators/ pumps/ security systems, etc., and all other expenses necessary and incidental to the management and maintenance of the Property and the New Building. Until the management of the Property and the New Buildings is handed over to the Society, the Purchaser(s) shall pay to the Promoters such proportionate share of all the outgoings/ bills/ maintenance bills etc., as may be determined by the Promoters. The Purchaser(s) shall pay to the Promoters / the Society provisional monthly contribution towards the outgoings/ dues/ maintenance bills etc., regularly by the fifth day of every month in advance and shall not withhold the same for any reason. The amount so paid shall not carry any interest and remain with the Promoters until the management of the Property is handed over to the Society and until the Purchaser(s) has/ have been admitted to the membership thereof.

24.2. The Purchaser(s) shall, at the time of making payment of the last Instalment of the Sale Price, pay the Promoters the various deposits and other amounts towards share money and other charges of the Society, proportionate share of taxes, outgoings and other deposits and charges as specified in the Fourth Schedule hereto, and the same shall be utilized by the Promoter as stated in the Fourth Schedule.



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25. RESTRICTIONS ON TRANSFER BY THE PURCHASER(S). Without first making payment of the Sale Price and all other amounts as per this Agreement, the Purchaser(s) shall not be entitled to transfer the Premises or the benefits under this Agreement in favour of any third party without first procuring a written approval from the Promoters in respect thereof. In the event of the Promoters granting such approval, the Purchaser(s) shall be required to procure from the intended transferee(s) such writings as stipulated by the Promoters to record that the intended transferee(s) shall make payments of all amounts due, and shall duly perform and discharge all the terms and conditions of this Agreement and shall abide by all the bye-laws, rules and regulations of the Society. Further, a copy of the duly executed agreement recording such transfer shall be furnished to the Promoters within seven working days from the date of execution thereof.

26. COMMON AREAS AND COMMON AMENITIES AND FACILITIES.

(a) The Common Areas for the said Project shall mean the parts and portions of the Property/New Buildings having common areas and facilities earmarked for the common use and enjoyment of the owners/residents of the Residential Flat are as under :

- i. The entire land for the said Project including area around the New Building/s.
- ii. Compound and compound lighting.
- iii. Lifts and Lift Lobbies.
- iv. Common Terraces (except Limited Common Area),
Common Staircases.
Refuge Areas.
Common entrances and exits of New Buildings.
Common Service Areas.
Society Office/s.
- x. The premises in which the sub-station and electric generator/s (if any) are lodged.
- xi. The areas for installation of central services such as electricity, water, water tanks, water pumps, gas, ducts, sanitation, recycling areas and in general all apparatus and all installations, fittings and fixtures which may be provided for providing the common facilities.
Underground and overhead tanks.
- xiii. Security Cabins.
- xiv. Internal Roads, driveways and Ramps.
- xv. Firefighting facilities and fire escapes.
- xvi. all other portion of the said Project necessary or convenient for its maintenance, safety, etc., and in common use
- xvii. the common podium, parks, play areas, open parking areas.



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- (b) The common amenities and facilities which are part of the Common Areas of the Project are as under: -
- i. Walking and Jogging Track
 - ii. Gym
 - iii. Yoga-Meditation Zone
 - iv. Senior Citizen's Corner
- (c) It is expressly agreed by and between the Parties hereunder, that all the Common Areas and the common amenities and facilities including the internal roads are intended for the use and benefit of all the purchasers, occupants and users of all the residential flats and other premises in the Layout, whether in the said Project and/or any other project on the said Property.
- (d) The Purchasers and other occupants shall abide by such rules and regulations for use of the amenities and facilities as may from time to time be framed by the Promoters and/or the Society, as the case may be. However, the Promoters and/or Society shall be entitled to collect from the purchaser/s the proportionate share of outgoings for the upkeep and maintenance of the Common Areas, amenities and facilities.
- (e) The Promoters shall have the right to put hoardings, neon signs or communication equipment in its name or in the name of its affiliates in the Common Areas of the Layout.



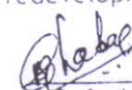
Notwithstanding anything herein contained the Promoters shall not be required to give possession of the said Premises to the purchaser/s till the entire Sale Consideration and all other amounts due hereunder are paid by the Purchaser/s to the Promoters.

REPRESENTATIONS AND UNDERTAKINGS OF THE PROMOTERS.

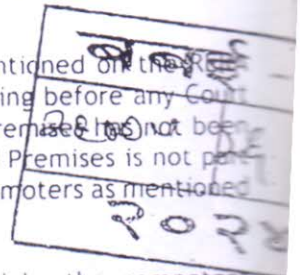
The Promoters hereby represent to the Purchaser(s) as follows:

- 27.1. The Promoters are entitled to redevelop the said Property which is declared as Slum;
- 27.2. The Promoters have obtained some of the approvals and shall obtain from time to time the balance approvals from the competent authorities to carry out the development of the Property;
- 27.3. Save and except the court proceeding mentioned on the website there are no other litigations pending before any Court of law with respect to the Property. The Premises is not encumbered by the Promoters and the said Premises is not part of the areas agreed to be allotted by the Promoters as mentioned in the report on title;
- 27.4. All approvals, licenses and permits issued by the competent authorities with respect to the redevelopment of the Property


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are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the redevelopment of the Property shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the redevelopment of the Property;

- 27.5. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser(s) created herein may prejudicially be affected;
- 27.6. Except as disclosed in this Agreement, the Promoters have not entered into any agreement with any person or party with respect to the redevelopment of the Property which will, in any manner, affect the rights of Purchaser(s) to the Premises under this Agreement;
- 27.7. The Promoters confirm that except as disclosed in this Agreement, the Promoters are not restricted in any manner whatsoever from selling the Premises to the Purchaser(s) in the manner contemplated in this Agreement;
- 27.8. On completion of the project, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Society/organization to be formed;



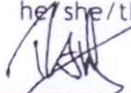
27.9. For the Promoters execute this Agreement, they shall not mortgage or create a charge on the Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser(s) in respect of the Premises.

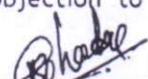

28. PROMOTERS' RIGHTS OVER UNSOLD PREMISES.

- 28.1. The Promoters shall be at liberty to mortgage or otherwise create a charge on any of the unsold premises without any reference or recourse to the Purchaser(s) provided that the same does not in any way materially prejudice the rights of the Purchaser(s) in respect of the Premises.

- 28.2. The Purchaser(s) confirm(s) that the Promoters are entitled to carry out changes to any of the flats other than the Premises agreed to be sold to the Purchaser(s) (whether such changes are due to terms negotiated by the Promoters with other flat-purchasers, or due to change in plans by the Promoters at their discretion or due to such changes being required due to change in laws, policies or as required by the SRA/concerned authorities) including without limitation changes in layouts of flats, combining/ amalgamating two or more flats, changes in amenities/ fixtures, fittings etc.). The Purchaser(s) agree(s) that he/she/they do(es) not have any objection to such changes/

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alterations and shall not raise any objection or obstruction in this regard.

29. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER


- 29.1 He / she / it / they is / are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein or enter into this Agreement and/or to undertake the obligations, covenants etc. contained herein;
- 29.2 He / she / it / they has / have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be;
- 29.3 No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Purchaser/s or all or any of his/her/its assets and/or properties;
- 29.4 None of his/her/their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- 29.5 No notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them;
- 29.6 No execution or other similar process is issued and/or levied against him/her/them and/or against any of his/her/their assets and properties;
- 29.7 He / she / it / they has / have not compounded payment with her/their creditors;
- 29.8 He / she / it / they is / are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- 29.9 He / she / it / they is / are not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the Larger Land and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments;



- 29.10 He / she / it has not indulged into any activity or offence relating to money laundering; and
- 29.11 No notice has been received by or proceedings initiated against the Purchaser/s under the provisions of the Prevention of Money Laundering Act.

The representations and warranties stated in this Clause are of a continuing nature and the Purchaser/s shall be obliged to maintain and perform such representations and warranties


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30. **REPRESENTATIONS AND UNDERTAKINGS OF THE PURCHASER.** The Purchaser(s) for himself/ herself/ themselves with intention to bring all persons into whosoever hands the Premises may come, hereby represent(s), undertake(s), covenant(s) with the Promoters as follows:-

30.1. To maintain the Premises at the Purchaser(s)' own cost in good and tenatable repair and condition from the date that of possession of the Premises is taken or deemed to have been taken, and shall not do or suffer to be done anything in or to the New Buildings which may be against the rules, regulations or bye-laws, rules or regulations of the Society or local authorities, or change/alter or make addition in or to the New Building and/or the Premises itself or any part thereof without the consent of the Society and the local authorities;


30.2. Not to bring into or store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the New Buildings or so as to cause damage to the compound, lobbies, stairways, elevators or any other common areas of the New Buildings, or the storing of which goods is objected to by the Society and/or by the concerned authorities. In case any damage, the Purchaser(s) shall be liable for the consequences of the breach;

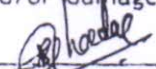
30.3. To carry out at his/her/their own cost all internal repairs to the Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser(s) and shall not do or suffer to be done anything in or to the New Building or the Premises which may be contrary to the bye-laws and regulations and bye-laws of the Society and/or the concerned authorities. In the event of the Purchaser(s) committing any act in contravention of the above provisions, the Purchaser(s) shall be responsible and liable for the consequences thereof;



Not to demolish or cause to be demolished the Premises or any part thereof, nor at any time make or cause to be made any additions or alterations of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the New Buildings and shall keep the sewers, drains and pipes and electrical fittings/ pipes/ wires in the Premises and the appurtenances thereto in good tenatable repair and condition, and in particular, so as to support shelter and protect the other parts of the New Buildings and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Premises without the prior written permission of the Promoters and/or the Society and the local authorities. In case on account of any alterations being carried out by the Purchaser(s) in the Premises (whether such alterations are permitted by the Promoters/ Society / concerned authorities or not) there shall be any damage to the adjoining Premises or to the Premises situated below or above the Premises or to the common areas (inclusive of leakage of water and/or damage to drains) the

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Purchaser(s) shall at his/her/their own costs and expenses repair such damage (including recurrence of such damages) and shall be liable for the costs and consequences of the same;

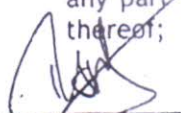
- 30.5. Not to do or permit to be done any act or thing which may render void or voidable insurance, if any, taken in respect of the Property/ New Building or any part thereof or whereby an increased premium shall become payable in respect of insurance if any, taken in respect of the New Buildings;
- 30.6. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Property and the New Buildings;
- 30.7. Pay to the Promoters within fifteen days of demand by the Promoters, his/her/their share of security deposits/ amounts demanded by the concerned local authorities for granting water, electricity or any other service connections to the New Buildings;
- 30.8. Bear and pay increase in local taxes, water charges, insurance and/or any other levies, if any, which are imposed by the concerned authorities, on account of change of user of the Premises by the Purchaser(s) for any purposes other than for purpose for which it is sold (without such payments being construed as absolving the Purchaser(s) of his/ her/ their obligation of not changing the user of the Premises or the consequences of such wrongful change of user);



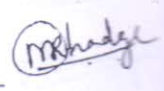
The Purchaser(s) shall not let, sub-let, transfer, assign or part with the interest or benefit of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser(s) to the Promoters under this Agreement are fully paid up and the Purchaser(s) has/ have adhered to all terms and conditions of this Agreement and has obtained the prior written consent for the same from the Promoters;

- 30.10. The Purchaser(s) shall observe and perform all the rules and regulations of the Society including any additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Property and the New Building and the Premises/ areas therein and for the observance and performance of the rules, regulations and bye-laws of the SRA and all concerned authorities. The Purchaser(s) shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Premises and car-parking spaces and shall pay and contribute regularly and punctually towards the taxes, expenses, all outgoings and dues in accordance with the terms of this Agreement;
- 30.11. The Purchaser(s) shall permit the Promoters and their surveyors and agents, with or without workmen and other persons at all reasonable times, to enter into and upon the New Buildings or any part thereof to view and examine the state and condition thereof;

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30.12. The Purchaser(s) shall not to make any internal changes to the Premises that will be in deviation of the building plans sanctioned by the SRA and/ or which may affect the Occupation Certificate issued by the SRA or lead to any action being taken by the SRA/MCGM against the Society or the Promoters or other premises-owners, and any breach by the Purchaser(s) will make the Purchaser(s) liable for all costs and consequences including without limitation penalties/ damages/ reimbursement of costs, etc., which will be payable by the Purchaser(s) to the Promoters/ Society;

30.13. The Purchaser(s) shall not to change any grills/ railings provided by the Promoters, and shall not fix any external grills/ railings to any windows or in any manner alter the external elevation of the New Buildings. The Purchaser(s) also agree(s) and undertake(s) that all outdoor units of air-conditioners shall be fixed only within the ducts provided. The Purchaser(s) agree(s) and undertake(s) not to enclose or misuse any chajjas;

30.14. The Purchaser(s) agree(s) not to change the colour of any balconies of the Premises or enclose any balconies;

30.15. The Purchaser(s) shall not raise any objection or cause any obstruction to any works being carried out by the Promoters to any of the unsold premises;

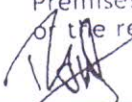
30.16. The Purchaser(s) hereby expressly agree(s) and that the Promoters are entitled to utilize any additional elevation features as may from time to time be permitted by the SRA and accordingly alter the external elevation/ façade of the New Building, for which purpose the Promoters are entitled to amend/ revise the plans of the Building, for which the Purchaser(s) hereby grant(s) his/her/their consent (which consent shall be considered to be of the Purchaser(s) as contemplated by RERA);

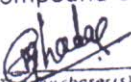


Any interior works that the Purchaser(s) intend to carry out in the Premises and any shifting of furniture/ equipment will be done through proper agencies and with utmost caution so as not to cause any damage to the Premises or the premises/ areas next to/ above/ below the Premises, or to any parts of the common areas/ utilities/ facilities or the rest of the New Building or compound. In the event the Purchaser(s) desire(s) to affix/ change tiles, sanitary ware, or any other civil work, the Purchaser(s) shall first write to the Promoters giving complete details and the Purchaser(s) shall obtain the prior written permission of the Promoters and shall adhere to the rules issued by the Promoters. Notwithstanding the aforesaid, the Purchaser(s) shall not change or puncture any plumbing lines/ electric wires/cables;

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30.18. Any damage caused to any premises below/ next to/ above the Premises or to any parts of the common areas/ utilities/ facilities or the rest of the New Buildings or compound on account of any


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movement of material/ equipment to/from the Premises or on account of any work carried out therein shall be made good/ rectified by the Purchaser(s) at his/her/their costs and to the satisfaction of the Promoters;

- 30.19. As regards any equipment provided by the Promoters in the Premises, the Purchaser(s) shall ensure proper use and maintenance of the same and shall have annual maintenance contracts signed with the authorized agencies;
- 30.20. The Promoters are entitled to frame rules and regulations for the manner in which interior works shall be carried out by purchaser(s)/ Purchasers of premises in the New Buildings. The Purchaser(s) shall be bound to comply with all such rules and regulations and agree(s) and undertake(s) to sign such rules so framed, without any demur, at the time of taking possession of the Premises or at any time thereafter as and when called upon by the Promoters.
- 30.21. The Purchaser(s) is(are) aware of various concessions, approvals granted to the Promoters at the time of construction of the New Building including the open space deficiency. The Purchaser(s) is(are) aware that the New Building is being constructed with deficient open spaces (which deficiency has been condoned by the SRA/MCGM). The Purchaser(s) undertake(s) not to raise any objection in respect of the open space deficiency and shall also not raise any objection in respect to the construction and/or development activities carried on in the plot or in the adjoining plots on the ground of deficient joint open space or otherwise howsoever.



30.22. The Purchaser(s) shall not, under any circumstances, hold the Promoters and/or the SRA/MCGM liable for any inadequate manoeuvring space (including interalia the common areas/parking spaces) in the New Building.

The Purchaser(s) shall not dispose off or throw any garbage or dirt or rubbish in the sinks of the toilets or basins in the Premises. The dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by the residents/occupants of the building in the jurisdiction of MCGM. The Purchaser(s) shall at all times co-operate with the Promoters/Society for adoption of any mechanism or common scheme of garbage collection, garbage disposal including interalia by segregating various types of garbage.

30.24. The Promoter may permit various consultants, service providers, financiers, manufacturers, suppliers and other third parties to publish the image of the New Buildings and the name of the Buildings in advertisements, publications, brochures, and such other marketing and/or promotional materials as the Promoters may deem fit and the Purchaser(s) either in their individual capacity or as members of the Society shall not object thereto.

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30.25. The Purchaser(s) is(are) further made aware that the Promoters are engaged in the business of construction, development and redevelopment of immovable properties in and around Mumbai, and during the construction of the New Building and after completion thereof, the Promoters may desire to show the New Buildings and/or any areas therein including but not limited to the common areas (during construction/development or after completion thereof) to various prospective clients of the Promoters including inter alia occupants of building/s, which the Promoters are redeveloping or is proposing to redevelop and accordingly, the Promoters may arrange for site visits to the Property and the New Buildings and may organize functions in the common areas like compound/s, terrace/s, lobby/ies podium, and other areas in the New Buildings for such purposes and the Purchaser(s) either in their individual capacity or as members of the Society shall not object thereto.


31. **RESIDENT STATUS OF THE PURCHASER.** The Purchaser(s) represent(s) that he/she/they is/are Indian Citizen(s) and resident(s) of India as defined under all applicable Indian Laws. The Purchaser(s) represent(s) that the Purchaser(s) is/are not a foreign national(s) / foreign national(s) of Indian Origin ("PIO") / Non-Resident Indian(s) ("NRI"), and that the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or any other similar legislation do not apply to the Purchaser(s). In the event of applicability of FEMA to any payment / exchange of circumstances or otherwise), including due to the Purchaser(s) status as foreign nationals / foreign nationals of Indian Origin ("PIO") / Non-Resident Indian; it shall be the responsibility of the Purchaser(s) to comply with all the procedures, formalities and conditions that may be prescribed under such applicable law or laws for the time being in force, as also their statutory amendments, regulations, amendments, repeals, etc. In such event, the payments/ refunds will be made from/ to the account / channels as permissible in law. It is clarified that this provision shall apply in respect of all payments including those relating to taxes, deposits, outgoings, etc., payable in relation to the Premises or under this Agreement. The Purchaser(s) indemnify and keeps fully indemnified the Promoters in relation to the above, including for all consequences that may arise due to any act of omission or commission by the Purchaser(s) in that regard.

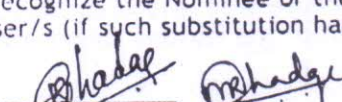


32. **NOMINEE:**

32.1 The Purchaser/s hereby nominates 1. Mr. Abhiraj Rajendra Ghadge 2. Mr. Aditya Rajendra Ghadge ("said Nominee") as his/her/ their nominee in respect of the said Premises. On the death of either or both the Purchaser/s, the Nominee shall assume all the obligations of the either or both the Purchaser/s, as the case may be, under this Agreement and in respect of the said Premises, and shall be liable and responsible to perform the same, so far as permissible in law. The Purchaser/s shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Purchaser/s (if such substitution has

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been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Purchaser/s.

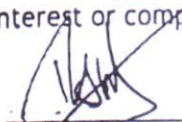
32.2 The heirs and legal representatives of the Purchaser/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

33. ADVERTISING, MARKETING & LOGO(S) INSTALLED BY THE PROMOTERS. The Promoters shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoters are permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoters may in their sole discretion deem fit on the said Property and on the façade, terrace, compound wall or other part of the buildings / towers / wings as may be developed from time to time. The Promoters shall also be entitled to place, select, decide hoarding/board sites. The Promoters are entitled to install their logo(s) and name in/upon one or more places on the exterior of the New Buildings or any other location on the Property and the Promoters shall have full, free and complete access to the same for the purpose of repairing, painting, altering or changing the logo and the Purchaser(s) shall not obstruct or object or change or remove the logo(s)/ name, so installed, under any circumstances.



NO GRANT OF THE PROPERTY OR NEW BUILDING. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Property and New Buildings or any part thereof. The Purchaser(s) shall have no claim save and except in respect of the Premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces will remain the Property of the Promoters until the completion of the project and the handing over of the management to the Society.

35. BINDING EFFECT. Forwarding this Agreement to the Purchaser(s) by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser(s) until, firstly, the Purchaser(s) sign(s) and deliver(s) this Agreement with all the schedules along with the payments due as per this Agreement within 30 (thirty) days from the date of receipt by the Purchaser(s) and secondly, appear(s) for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Purchaser(s) fail(s) to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser(s) and/or fail(s) to appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser(s), application of the Purchaser(s) shall be treated as cancelled and all sums deposited by the Purchaser(s) in connection therewith including the booking amount shall be returned to the Purchaser(s) without any interest or compensation whatsoever.


The Promoters


The Purchaser(s)



36. ENTIRE AGREEMENT. This Agreement, along with its schedules and annexures, and writings signed contemporaneously with this Agreement, if any, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondence, arrangements whether written or oral, if any, between the Parties in regard to the Premises. The Purchaser(s) agree(s) that this Agreement with any writings signed contemporaneously with this Agreement overrides the information, specifications, amenities, layout, pictures etc shown / contained in any brochure, advertisement or publicity material in respect of the project and the same cannot and shall not be relied upon in any manner. The Promoters shall not be liable, responsible, obligated and / or required to provide any and / or all such amenities, specifications, etc as contained in any brochure, advertisement or publicity material. No right of any nature whatsoever shall be construed and / or accrued and / or deemed to have accrued in favour of any person and / or Purchaser(s) from or by virtue of any brochure, advertisements, publicity materials, documents etc.

37. RIGHT TO AMEND. This Agreement may only be amended through written consent of the Parties.

38. APPLICABILITY TO SUBSEQUENT TRANSFEREES. It is clearly understood and agreed by and between the Parties hereto that all obligations arising hereunder in respect of the Premises and under this Agreement shall equally be applicable to and enforceable against any subsequent transferees of the Premises in case of a transfer, as the said obligations go along with the Premises for all intents and purposes.




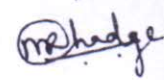
39. METHOD OF CALCULATION OF PROPORTIONATE SHARE. Wherever in this Agreement it is stipulated that the Purchaser(s) has/ have to make any payment, in common with other Purchasers in the project, the share shall be in proportion of the Total Carpet Area of the Premises to the total carpet area of all the flats in the New Buildings.

40. JOINT PURCHASERS. In the event the Purchaser(s) is/are more than one, all communications shall be sent by the Promoters to the Purchaser(s) whose name appears first and at the address given by as per this Agreement, and which shall for all intents and purposes be considered as properly served on all the Purchaser(s).

41. INDEMNITY. The Purchaser(s) is(are) aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the Promoters have agreed to and is executing this Agreement and Purchaser(s) hereby agree/s to indemnify and keep indemnified the Promoters absolutely and forever from and against all and any damage or loss that may be caused to the Promoters including interalia against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Promoters, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Purchaser(s) being untrue and/or as a result of the Promoters entering in to this Agreement and/or any other

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The Promoters


The Purchaser(s) 

present/future writings with the Purchaser(s) and/or arising there from.

42. **STAMP DUTY AND REGISTRATION.** The stamp duty and Registration charges on this Agreement and/or any other subsequent document with regard to this transaction shall be borne by the Purchaser(s).

43. **MISCELLANEOUS.**

43.1. **Severability.** If any provision of this Agreement shall be determined to be void or unenforceable under RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

43.2. **Further Assurances.** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.



43.3. **Place of Execution.** The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters' office, or at some other place which may be mutually agreed between the Promoters and the Purchaser(s). The Purchaser(s) and/or Promoters shall present this Agreement at the proper registration office within the time limit prescribed by the Registration Act and shall admit execution thereof.

43.4. **Notices.** All notices to be served on the Purchaser(s) and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser(s) or the Promoters by Registered Post A.D and/or notified Email ID at their respective addresses specified below:

If to the Purchaser(s):-

E-mail address: ghadgerajendras@gmail.com
Postal Address: Room No. 7, Baijhi Chawl No. 9, Spring Mill Compound, G.D. Ambekar Marg, Naigahni Dadar (East), Mumbai - 400028

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The Promoters



The Purchaser(s)



If to the Promoters:-

E-mail address: dignityrealty@gmail.com
 Postal Address: 7, 1st Floor, Bhagwan Bhuvan,
 Plot No. 490, Adenwala Road,
 Matunga, Mumbai - 400 019.

It shall be the duty of the Purchaser(s) and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post and by e-mail failing which all communications and letters posted at the above addresses shall be deemed to have been received by the Promoters or the Purchaser(s), as the case may be.

- 43.5. Notices. All obligations of the Purchaser(s) and covenants made by the Purchaser(s) herein shall be deemed to be obligations and/or covenants, as the case may be, running with immovable Properties and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the Premises may come.



Liability and Charge of the Promoters: Notwithstanding anything contained herein, the Promoters shall, in respect of any amount remaining unpaid by Purchaser(s) under the terms of this Agreement, have a first lien and charge on the Premises agreed to be purchased by the Purchaser(s) hereunder.

Dispute Resolution. Any dispute between Parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the MAHA-RERA as per the provisions of RERA and the Rules and regulations thereunder.

- 43.8. Governing Law. That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Mumbai will have the jurisdiction for this Agreement.

- 43.9. Permanent Account Numbers. The Parties hereto declare that their Permanent Account Numbers are as mentioned below:-

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The Promoters

M/S. DIGNITY REALTY & HOUSING

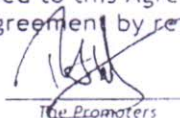
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The Purchaser(s)

(1) MR. RAJENDRA SAMPAT GHADGE ACEPG5202C

(2) MRS. MANGAL RAJENDRA GHADGE AOJPG2908L

Incorporation by Reference. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.


 The Promoters


 The Purchaser(s)



43.10. **Headings.** Headings of clauses contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

THE FIRST SCHEDULE ABOVE REFERRED TO

(the said Property)

All those pieces and parcels of land owned by Municipal Corporation of Greater Mumbai in aggregate admeasuring 2391.45 sq. meters or thereabout bearing Cadastral Survey Nos. 438 (pt), 597 (pt), 612 (pt), 613, 614, 615, 616 (pt), 617, 618 (pt), 619 (pt), 620 (pt), 649 (pt) and 650 (pt) of Dadar Naigaon Division, in the Registration District of Mumbai City situated at Bhairavnath Mandir Marg, Katrak Road, Wadala (W), Mumbai - 400 031.

THE SECOND SCHEDULE ABOVE REFERRED TO

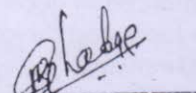
(the said Premises)

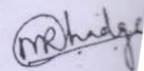
Flat No. 803 admeasuring 395 square feet carpet area (as per the definition of the term "carpet area" under Section 2 (k) of RERA) on the 8th Floor in the project/building known as "SHREE BHAIRAVNATH HEIGHTS" to be constructed upon land bearing bearing Cadastral Survey Nos. 438 (pt), 597 (pt), 612 (pt), 613, 614, 615, 616 (pt), 617, 618 (pt), 619 (pt), 620 (pt), 649 (pt) and 650 (pt) of Dadar Naigaon Division, in the Registration District of Mumbai City situated at Bhairavnath Mandir Marg, Katrak Road, Wadala (W), Mumbai - 400 031.



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The Promoters


The Purchaser(s)



THE THIRD SCHEDULE ABOVE REFERRED TO

[Schedule of Payment of the Sale Price as payable by the Purchaser/s]

The Sale Price agreed to be paid by the Purchaser(s) to the Promoters in respect of the Flat is Rs. 85,00,000/- (Rupees Eighty Five Lakhs Only) inclusive 1% TDS plus applicable GST and is agreed to be paid by the Purchaser(s) to the Promoters in the following agreed installments-

Sr. No.	Event	Amount
1.	Paid before execution of this Agreement.	Rs. 2,00,000/-
2.	Paid before execution of this Agreement.	Rs. 23,50,000/-
3.	To be paid on completion of the Plinth of the building.	Rs. 12,75,000/-
4.	To be paid on completion of slab of still of the building.	Rs. 2,36,000/-
5.	To be paid on completion of slab of 1 st Floor of the building.	Rs. 2,36,000/-
6.	To be paid on completion of slab of 2 nd Floor of the building.	Rs. 2,36,000/-
7.	To be paid on completion of slab of 3 rd Floor of the building.	Rs. 2,36,000/-
8.	To be paid on completion of slab of 4 th Floor of the building.	Rs. 2,36,000/-
9.	To be paid on completion of slab of 5 th Floor of the building.	Rs. 2,36,000/-
10.	To be paid on completion of slab of 6 th Floor of the building.	Rs. 2,36,000/-
11.	To be paid on completion of slab of 7 th Floor of the building.	Rs. 2,36,000/-
12.	To be paid on completion of slab of 8 th Floor of the building.	Rs. 2,37,000/-
13.	To be paid on completion of slab of 9 th Floor of the building.	NIL
14.	To be paid on completion of slab of 10 th Floor of the building.	NIL



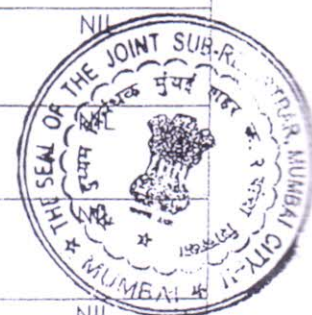
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[Signature]
The Promoters

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The Purchaser(s)


[Signature]

15.	To be paid on completion of slab of 11 th Floor of the building.	NIL
16.	To be paid on completion of slab of 12 th Floor of the building.	NIL
17.	To be paid on completion of slab of 13 th Floor of the building.	NIL
18.	To be paid on completion of slab of 14 th Floor of the building.	NIL
19.	To be paid on completion of slab of 15 th Floor of the building.	NIL
20.	To be paid on completion of slab of 16 th Floor of the building.	NIL
21.	To be paid on completion of slab of 17 th Floor of the building.	NIL
22.	To be paid on completion of slab of 18 th Floor of the building.	NIL
23.	To be paid on completion of slab of 19 th Floor of the building.	NIL
24.	To be paid on completion of slab of 20 th Floor of the building.	NIL
25.	To be paid on completion of slab of 21 st Floor of the building.	NIL
26.	To be paid on completion of slab of 22 nd Floor of the building.	20000 NIL
27.	To be paid on completion of slab of 23 rd Floor of the building.	NIL
28.	To be paid on completion of slab of 24 th Floor of the building.	NIL
29.	To be paid on completion of slab of 25 th Floor of the building.	NIL
30.	To be paid on completion of slab of 26 th Floor of the building.	NIL
31.	To be paid on completion of slab of 27 th Floor of the building.	NIL

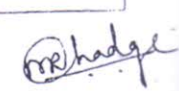


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The Promoters


The Purchaser(s)



32.	To be paid on completion of slab of 28 th Floor of the building.	NIL
33.	To be paid on completion of slab of 29 th Floor of the building.	NIL
34.	To be paid on completion of the walls, internal plaster, floorings doors and windows of the said Premises.	Rs. 4,25,000/-
35.	To be paid on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.	Rs. 8,50,000/-
36.	To be paid on completion of the lifts, water pumps, electrical Fittings and all other requirements of the building in which the said Premises is located.	Rs. 8,50,000/-
37.	To be paid against and at the time of handing over of the possession of the Premises on receipt of occupancy certificate or completion certificate.	Rs. 4,25,000/-
TOTAL		Rs. 85,00,000/-



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The Promoters


The Purchaser(s)



THE FOURTH SCHEDULE ABOVE REFERRED TO

[Amounts with GST to be paid by the Purchaser/s in accordance with this Agreement]

Sr. No.	Amount	Particulars
1	.....	To be collected on actual/proportionate towards Share application money and entrance fee of the Society.
2	.....	To be collected on actual/proportionate towards Water & electricity connection Charges.
3	.....	To be collected on actual/proportionate towards MGL Piped Gas Connection Charges.
4	.....	Development Charges as per Ready Recknor.
5	.....	To be collected on actual/proportionate towards Society Formation Charges.
6	.....	To be collected on actual/proportionate towards Health Club/Gym Charges.
		To be collected on proportionate share of municipal taxes and other charges/levies in respect of the New Building at the time of possession of Flat
		To be collected on proportionate area of New Flat towards maintenance charges for 12 (Twelve) months & other outgoings etc. of new building at the time of possession of Flat.
		To be collected on pro-rate basis being contribution towards the corpus fund to the Society.
10	Rs. 27,000/-	Legal Charges & Registration Agent Charges.
11		18% or applicable Goods & Service Tax to be collected on Sr. No. 1 to 10 at the time of possession of Flat.



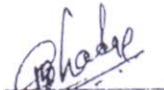
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UTILIZATION BY THE PROMOTERS-

- i) The aforesaid amounts/ deposits shall not carry any interest.
- ii) The Promoters shall hand over to the Society the contribution towards share money, application, entrance fee of the Society mentioned hereinabove and the contribution towards corpus fund mentioned hereinabove
- iii) The Promoters shall utilize the sum mentioned in towards payment of Municipal taxes and other taxes, outgoings, maintenance charges and dues in the event of the Purchaser(s) making any default in the payment thereof regularly as agreed to herein by him. The Promoters shall hand over the amounts or balance thereof to the Society. In the event of any additional amount becoming payable, the Purchaser(s) shall forthwith on demand pay and deposit the difference to the Promoters.



The Promoters



Purchaser(s)



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IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE SEAL AND HANDS ON THE DAY AND YEAR WRITTEN HEREINABOVE.

SIGNED, SEALED AND DELIVERED]
 by the within-named "PROMOTERS"]
 M/S. DIGNITY REALTY & HOUSING]
 through their Partner]
 MR. RAVI MANOHAR RAMCHANDANI]



[Handwritten Signature]

In the presence of]
 1) Sudhakar Yadav *[Signature]*]
 2) Anur patil *[Signature]*]
 SIGNED, SEALED AND DELIVERED]

By the within-named "PURCHASER/S"]
 (1) MR. RAJENDRA SAMPAT GHADGE]



[Handwritten Signature]

(2) MRS. MANGAL RAJENDRA GHADGE]



[Handwritten Signature]

In the presence of]



[Handwritten Signature]

RECEIPT

RECEIVED of and from within named the Purchaser/s the sum of Rs.2,00,000/- (Rupees Two Lakhs Only) being the earnest money/part consideration amount payable by the Purchaser/s to us, paid to us in respect of sale of Flat No. 803 on the 8th Floor in the building known as "SHREE BHAIRAVNATH HEIGHTS" situated at Bhairavnath Mandir Marg, Katrak Road, Wadala (W), Mumbai - 400 031 by Cheque/RTGS/NEFT as detailed under : -

Cheque No.	Date	Bank	In favour of	Amount
100037	11.10.2024	Apna Sahakari Bank Ltd.	M/S. DIGNITY REALTY & HOUSING	Rs. 2,00,000/-
TOTAL =				Rs. 2,00,000/-

WE SAY RECEIVED

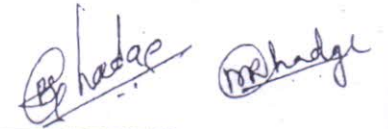
M/S. DIGNITY REALTY & HOUSING




PARTNER

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The Promoters


The Purchaser(s)



SLUM REHABILITATION AUTHORITY

No.: SRA/ENG/1340/FN/ML/LOI

Date: 5 NOV 2020

1. **Architect** : Smt. Vini Vilas Desai
M/s. Vilas Desai & Associates
15/2, Jeelani Manzil, Opp Portuguese Church,
Gokhale Road (N), Dadar (W),
Mumbai-400 028
2. **Developer** : M/s. Dignity Realty & Housing
801, 8th floor, Dignity tower, Road No 33A
Bhairamdev Marg, Opp Auxilium School,
Wadala, Mumbai-400 031.
3. **Society** : Bhairavnath SRA CHS. Ltd.

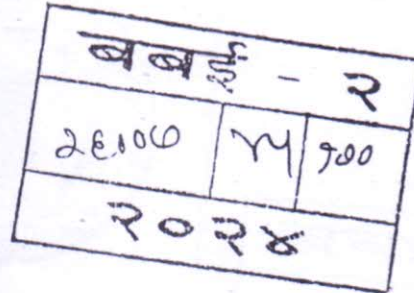
Subject : Revised LOI for Slum Rehabilitation Scheme on plot bearing C.S. Nos. 438(pt.), 597(pt.), 612(pt.), 613, 614, 615, 616(pt.), 617, 618(pt.), 619(pt.), 620(pt.), 649(pt.), 650(pt) of Dadar Naigaon Division, Wadala (W), Mumbai- 400031, in 'F/N' Ward of MCGM

Ref. : SRA/ENG/1340/FN/ML/LOI

Gentleman,

With reference to the above mentioned Slum Rehabilitation Scheme and on the basis of documents submitted by applicant, this office is pleased to issue in principle approval to the scheme in the form of this Revised **Letter of Intent** subject to the following conditions.

1. This Letter of Intent is issued on the basis of plot area certified by the Architect and the Annexure - II issued by Competent Authority and other relevant documents
2. This Revised LOI is in continuation with earlier LOI condition dtd. 10/01/2018 & 17/05/2019.
3. The built up area for sale and rehabilitation shall be as per the following scheme parameters. In the event of change in area of plot, nos. of eligible the parameters shall be got revised from time to time



The salient features of the scheme are as under:

Sr. No.	Description	Parameters Proposed
1.	Gross plot Area (As per plot boundary demarcation)	2391.45
2.	Less Area of buildable/ Non-buildable D.P. Reservation	Nil
3.	Balance area of plot	2391.45
4.	Less 15% deductible RG, if applicable	Nil
5.	Net area of plot	2391.45
6.	Addition for FSI purpose	---
7.	Total plot area for FSI purpose	2391.45
8.	Max. FSI permissible on plot	4.00/ Sanctioned whichever is Higher
9.	Incentive FSI 1.00 upto 0.40 Ha. Land Rate as per R.R. 2019-20 Rs. 96000/- Construction Rate as per R.R. 2019-20 Rs. 27500/-	1.100
10.	Rehab Built up area (excluding areas under staircase & common passage)	5215.31
11.	Built up area of common passages, Balwadis, Welfare Centers & Society Offices	2418.60
12.	Rehabilitation Component	7633.92
13.	Permissible Free Sale Component in situ	7633.92
13a.	Proposed Free Sale component in situ	7633.92
14.	Total BUA sanctioned for the Scheme	12849.23
15.	Total FSI sanctioned for the scheme	5.372
16.	Total BUA proposed to be consumed in-situ	12849.23
17.	FSI proposed to be consumed/ in-situ	5.373
18.	TDR generated in the scheme	Nil
19.	No. of slum dwellers to be accommodated	Resi. 84 Nos., R/C 01 No.
20.	No. of PAP tenements in the Scheme	37 Nos.
21.	No. of Provisional PAPs as per Cl. 3(12)(c) of Reg. 33(10) of DCPR, 2034	Resi. 32 Nos. Comm. 05 Nos. Existing Amenity 01 Nos.

4 This LOI is issued on the basis of documents submitted by the applicant. If any of the document submitted by L.S./Architect/Developer/Society or Owner are proved fraudulent/misappropriated before the Competent Court/HPC and if directed by Competent Court /HPC to cancel the LOI, then the LOI is liable to be cancelled and concerned person/Society/Developer/L.S./Architect are liable for action under version provision of IPC 1860 and Indian Evidence Act.1872.

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5. The Developer shall pay Rs 40,000/- per tenement towards Maintenance Deposit and shall also pay Infrastructural Development charges @ 2% of R.R. to the Slum Rehabilitation Authority as per DCPR, 2034.
6. The Developer shall hand over PAP tenements if any within three months after grant of OCC. The said PAP tenements as mentioned in salient features condition no.3 above be handed over to the Slum Rehabilitation Authority/MHADA/MCGM or any designated Govt. Authority for Project Affected Persons, each of carpet area 27.88 sq m. free of cost. The PAP tenements shall be marked as a PAP tenement on front doors prominently. After completion of the building, PAP tenements shall be protected by the developer at his cost till handing over to the concerned authority by providing security guards etc.
7. The Amenity Tenements of Anganwadi as mentioned in salient features condition no.3 above shall be handed over to the Woman and Child Welfare Department, Government of Maharashtra as per Circular No. 129. Welfare Centre, Society Office & other Amenities as per DCPR, 2034 shall be handed over to the slum dwellers society to use for specific purpose only, within 30 days from the date of issue of OCC of Rehab/Composite bldg. handing over / Taking over receipt shall be submitted to SRA by the developer.
8. The Arithmetical error/ typographical error if any revealed at any time shall be corrected on either side.
9. That proper safety measures like barricading, safety net etc. shall be taken on site during construction work as maybe necessary depending upon the type of work and the developer along with their concerned technical team shall be solely responsible for safety.
10. That the layout approval shall be insisted before granting plinth CC to Sale Bldg. in scheme u/ref.
11. That you shall submit consent from eligible R/C tenement for proposing on 2nd floor before granting plinth CC to Rehab Bldg. in scheme u/ref.
12. That you shall submit Registered Undertaking for not misusing the entrance lobby / Mechanical puzzle Parking System, Stilts, part & pocket terraces etc. will be insisted before granting plinth C.C. to Respective Bldg. u/ref.
13. That you shall submit Registered undertaking before granting Plinth CC to respective Bldg. in layout u/ref. stating therein that, the society members will not blame CEO (SRA) & it's staff for failure of mechanical puzzle parking system in future & Developer will maintain the parking System for 10 yrs. for Rehab Bldg. in scheme u/ref.
14. That you shall submit A Registered undertaking stating therein that, "If any litigation arises from the prospective buyers due to deficient open space SRA and its staff will not be responsible for the same and incorporation of clause in the agreement of prospective buyers stating there in that, the building is planned with deficient open space and the buyers shall not complain in SRA



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for the same at any point of time, as well as the **developer shall indemnify** the SRA and its staff from any probable disputes in future."

15. That you shall submit NOC from MOEF Dept. before CC beyond 20000.00 sq.mt. construction of Rehab component, as per above said circular dtd. 09/12/2016 of Environment dept Govt of Maharashtra
16. That you shall submit Civil Aviation NOC Before granting plinth CC to Sale Bldg. & the NOC from High-rise Committee before granting C.C. beyond 120 mt. to sale Bldg. in the scheme u/ref.
17. That the developer shall ensure compliance of the provisions of building and other construction workers (Regulation and Employment and conditions of strikes, Act-1996 and submit documentation to that effect in order to comply the various orders of Hon. supreme court of India in 1A127961/2018 in SWM(c) No.(s)1/2015.
18. That the work shall not carried out between 10.00 PM to 6.00 AM, only in accordance with rule 5A(3) of noise pollution (regulation & control) Rules 2000 & the provision of notification issued by Ministry of Environment & forest Dept
19. That you shall submit NOC/Remarks from office of Ch. Eng.(SWM)/DMC(SWM) for providing segregation centres/OWC's and transportation & deposition of C & D waste generated from site to designated land fill sites as per C & D waste management plan rule 2016.
20. That compliance of all the conditions mentioned in the circular issued by GOM dtd. 28/08/2019 to the effect of amendment in sec. 15A of slum act 1971, shall be ensured by the Developer
21. That you shall execute the agreement to lease as per Circular No. 195 before issue of IOA to Sale Bldg. in scheme u/ref.

If applicant Society/Developer/Architect are agreeable to all these conditions, then may submit proposal for approval of plans separately for each building, in conformity with the DCPR of 2034 in the office of the undersigned within 90 days from receipt of this LOI.

Yours faithfully,


Chief Executive Officer
Slum Rehabilitation Authority

(Hon. CEO (SRA) has approved revised LOI)

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Copy to:

1. Municipal Commissioner, MCGM.
2. Collector Mumbai City/ WQZMumbai Suburban District
3. Assistant Commissioner. "F-N" Ward, M.C.G.M
4. Addl/Dy. Collector (Enc. & Rem) Mumbai City/MSD etc. as applicable
5. Chief Engineer (Development Plan), M.C.G.M
6. H.E. of MCGM.
7. I.T. Section (SRA), to publish this LOI on SRA website.

[Handwritten Signature]
for Chief Executive Officer
Slum Rehabilitation Authority



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SLUM REHABILITATION AUTHORITY

No.: SRA/ENG/FN/MCGM/0034/20060327/AP/R

Date: 3 DEC 2020

To,
M/s. Dignity Realty & Housing,
801, 8th floor, Dignity tower, Road No. 33A
Bhairamdev Marg, OppAuxilium School,
Wadala, Mumbai-400 031.

Subject : Amended IOA for Rehab Bldg. for Proposed S. R. Scheme under Reg. 33(10) of DCPR, 2034 on plot bearing on plot bearing C.S. Nos. 438(pt.), 597(pt.), 612(pt.), 613, 614, 615, 616(pt.), 617, 618(pt.), 619(pt.), 620(pt.), 649(pt.), 650(pt.) of DadarNaigaon Division, Wadala (W), Mumbai- 400031, in 'F/N' Ward of MCGM, for, "Bhairavnath SRA CHS Ltd."

Ref. : Your letter dated 11/11/2020

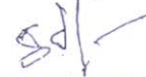
Sir,

There is no objection to carry out the work as per amended plans submitted by you vide your letter under reference subject to the following conditions,

- 1) All the conditions of IOA dtd. 07/05/2018 & Amended IOA dtd. 08/08/2020 shall be complied with.
- 2) That all the conditions of Revised LOI dtd. 10/01/2018, 17/05/2019 & 05/11/2020 shall be complied with.
- 3) That you shall submit drainage approval before granting plinth CC to Bldg. u/ref.
- 4) That you shall submit RCC design, calculation from Structural Engineer & peer review for the same shall be submitted before requesting plinth C.C. to bldg. u/ref.
- 5) That the final plan mounted on canvas shall be submitted before requesting for O.C.C. permission.

One set of amended plan is returned herewith as token of approval.

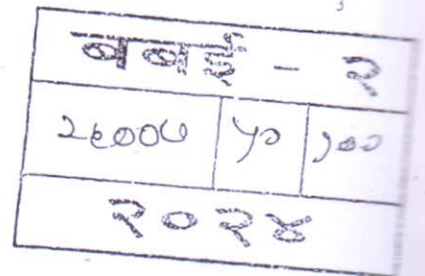
Yours faithfully,



Executive Engineer- I
Slum Rehabilitation Authority.



Administrative Building, Aapni Talekar Marg, Chandraji, Mumbai- 400051 Tel.: 022-26565800/26590405/1879 Fax: 91-22-26590457 Website: www.sra.gov.in E-mail: info@sra.gov.in



Copy to:

- 1) Assistant Commissioner "F/N" Ward MCGM
- 2) A. A. & C. "F/N" Ward,
- 3) H. E. of MCGM,
- 4) Architect : Smt. Vini Vilas Desai.
M/s. Vilas Desai & Associates
15/2, JeelaniManzil, Opp Portuguese Church,
Gokhale Road (N), Dadar (W), Mumbai-400 028.


03/12

Executive Engineer- I
Slum Rehabilitation Authority.



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SLUM REHABILITATION AUTHORITY

Administrative Building, Pr. Anant Kanekar Marg, Bandra (East), 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 of Brihanmumbai.

No. SRA / ENG / FN/MCGM/0034/20060327/AP/S - 3 DEC 2020

To,
M/s. Dignity Realty & Housing

801, 8th Floor, Dignity Tower,
Road No. 33A, Bhairavdev Marg,

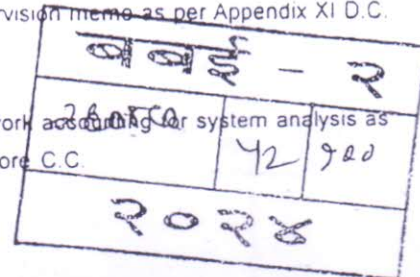
Opp. Oxilium School, Wadala(W), Mumbai - 400031.

With reference to your Notice, letter No. 3727 dated 11/11/2020 and delivered

on 11/11/2020 ~~20**~~ and the plans, Sections, Specifications and Description and further particulars and details of your building at plot bearing C.S. No. 438(Pt), 597 (Pt), 612 (Pt), 613 to 615, 616 (Pt), 617, 618 (Pt), 619 (Pt), 620 (Pt), 649 (Pt), & 650 (Pt) of Dadar, Naigaon Division Wadala (W) in F/N Ward.

furnished to me under your letter, dated _____ 20 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 subject to the following conditions :

- A. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO 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 according to 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 conditions and meet by requirements. You will be at liberty to proceed with the said building or work at anytime before the _____ day of _____ 20____ 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

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 Section 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.



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- 5) That the minimum plinth height shall be 30 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 flood level.
- 6) That the low lying plot shall be filled up to a reduced level of atleast 92 T.H.D. or 15 cm. above adjoining road level whichever is higher with murum, earth, boulders etc. and shall be leveled, rolled, consolidated and sloped towards road.
- 7) That the internal drainage layout shall be submitted & got approved from concerned Asst. Engineer (SRA) and the drainage work shall be executed in accordance with the approved drainage layout.
- 8) 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.
- 9) That no construction work shall be allowed to start on the site unless labour insurance is taken out for the concerned labours and the same shall be revalidated time to time. And the compliance of same shall be intimated to this office.
- 10) That the Registered Undertaking from the Developer and Society shall be submitted for the following
 - i) Not misusing part/pocket terrace.
 - ii) Not misusing stilt & podium floors
 - iii) Not misusing Refuge Area.
 - iv) To Demolish the excess area if constructed beyond permissible F.S.I.
 - v) Not to misuse Puzzle/Mechanical and Stack parking system shall be equipped with electric sensor devices & also proper precaution & safety majors shall be taken to avoid mishap & maintenance shall be done regularly.



Not to misuse the entrance lobby.
 That the buyers / member will not be held liable to SRA for deficient spaces in Sale Bldg.
 That the buyers / member will not be held liable to SRA for failure of mechanical parking system in future.

The structural designs and the quality of materials and workmanship shall be strictly as per conditions laid down in Regulation 45 of DCPR 2034.

You shall submit the NOC's as applicable from the following concerned authority in the office of Slum Rehabilitation Authority at a stage at which it is insisted upon by the concerned Executive Engineer (SRA).

Sr. No.	NOC's	Stage of Compliance
1	A.A. & C. 'F-N' ward	Before Plinth C.C. of building u/ref.
2	H.E. from MCGM	Before Plinth C.C. of building u/ref.
3	Tree Authority	Before Plinth C.C. of building u/ref.
4	Dy. Ch. Eng.(SWD) E.S./W.S./City i) Regarding Internal SWD	Before Further C.C. of building u/ref.

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5	Dy. Ch. Eng.(S.P.) (P & D)	Before Plinth C.C. of composite building u/ref.
6	Dy.Ch.Eng.(Roads) E.S./W.S./City	Before Plinth C.C. of building u/ref.
7	P.C.O.	Before Plinth C.C. of building u/ref.
8	BEST / TATA / Reliance Energy / MSEB / Electric Co.	Before Further C.C. of building u/ref.
9	NOC's from MTNL-Mumbai regarding required area & location for installation of telephone concentrators room.	Before O.C.C. of building u/ref.
10.	Civil Aviation Authority	Before Plinth C.C. of building u/ref.
11.	E.E. (M&E) of MCGM	Before Further C.C./O.C.C. of building u/ref.
12.	E.E. (T&C) of MCGM for Parking Layout	Before Plinth C.C. of building u/ref.
13.	CFO	Before Plinth C.C. of building u/ref.

- 13) That the design and construction of proposed building will be done under supervision of Registered Structural Engineer as per all relevant I.S. Codes including seismic loads as well as under the supervision of Architect and Licensed Site Supervisor.
- 14) That you shall be asked unless payment of advance for providing treatment at construction site to prevent epidemics like dengue, Malaria etc. is made by insecticide officer of concern ward office & provision shall be made as and when required by Insecticide officer for inspection of water tanks by providing safe but stable ladder etc. & requirements as communicated by insecticide office shall be complied.
- 15) That the structural members below the ground level shall be designed considering the effect of chlorinated water, sulphur water, seepage water etc. & any other possible chemical effect & due care while constructing the same will be taken & completion certificate to that effect shall be insisted before granting further C.C. beyond plinth.

B. THAT THE FOLLOWING CONDITIONS SHALL BE 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 & certified by the concerned Sub Engineer (SRA).
- 2) That the stability certificate for work carried out upto plinth level/stilt level shall be submitted from the Lic. Structural Engineer.
- 3) That the quality of construction work of bldg. shall be strictly monitored by concerned Architect, Site supervisor, Structural Engineer, Third Party Quality Auditor and Project Management. Periodical report as regards to the quality of work shall be submitted by Architect along with test result.



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- 4) 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 requesting C.C. for last 25% of sale built up area.
 - 5) That you shall submit MOEF clearance from Environment Dept. Govt. of Maharashtra before granting C.C. beyond 20000.00 sq.mt. construction of rehab component, as per circular u/no. ENV 2013/CR39/TC-1 dtd. 17/01/2014
- C. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE GRANTING O.C. TO ANY PART OF THE PROPOSED BUILDING.**
- 1) All the conditions of Letter of Intent shall be complied with before asking for occupation certificate of sale/composite building.
 - 2) The Building Completion Certificate in prescribed Performa certifying work carried out as per specification shall be submitted.
 - 3) That some of the drains shall be laid internally with C.I. pipes.
 - 4) That the dustbin shall be provided as per requirement.
 - 5) That carriage entrance over existing SWD shall be provided and charges if any for the same shall be paid to MCGM before requesting occupation.
 - 6) That the surface drainage arrangement shall be provided in consultation with E.E. (SWD) as per the remarks and a completion certificate shall be obtained and submitted before requesting for occupation certificate.
 - 7) That the requirements from the M.T.N.L./ Reliance Energy /concerned electric Supply Co. shall be complied and complied with before asking occupation permission.
 - 8) That the Architect shall submit the debris removal certificate before requesting for occupation permission.
 - 9) That 10'-0" wide paved pathway up to staircase shall be provided.



- 10) That the surrounding open spaces, parking spaces and terrace shall be kept open and unbuilt upon and shall be levelled 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 N.O.C. from Inspector of Lifts, P.W.D. Maharashtra, shall be obtained and submitted to this office.
- 13) That the drainage completion Certificate from E.E. (S.P.) (P & D) for provision of septic tank/soak pit/STP shall be submitted.
- 14) That stability Certificate from Structural Engineer in prescribed Performa 'D' along with the final plan mounted on canvas shall be submitted.
- 15) That the single P.R. cards for the amalgamated plot shall be submitted.
- 16) That layout R.G. shall be developed as approved by SRA.

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- 17) That the N.O.C. from the A.A. & C. 'F-N' Ward shall be obtained and the requisitions, if any shall be complied with before O.C.C.
- 18) That completion certificate from C.F.O. shall be submitted.
- 19) That the completion certificate from E.E. (M&E) of MCGM for Ventilation/Stack parking/Mechanical Parking System shall be submitted.
- 20) That the completion certificate from Tree Authority of MCGM shall be submitted.
- 21) That the Rain Water Harvesting system should be installed/provided as per the direction of U.D.D., Govt. of Maharashtra under No. TPB/432001/2133/CR-230/01/UD-11 dtd.10/03/2005 and the same shall be maintained in good working conditions all the time, failing which penalty of Rs.1000/- per annum for every 100 sq.mt. of built-up area shall be levied.
- 22) That Extra water sewerage & charges shall be paid to A.E. W.W. 'F-N' of MCGM before OCC

D. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE GRANTING BCC

- 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 phasewise manner as decided by CEO (SRA) in proportion with the actual work of rehabilitation component as per Circular No. 192.
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 CEO (SRA) reserves right to add or amend or delete some of the above or all the above mentioned conditions if required, during execution of Slum Rehabilitation Scheme.

[Handwritten Signature]
03/12

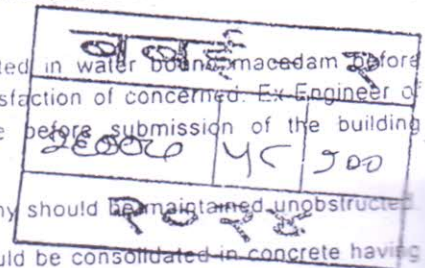
Executive Engineer (I)
Slum Rehabilitation Authority



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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 alongwith 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 hoarding is constructed and application is made to the Ward Officer of M.C.G.M. with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer of M.C.G.M. or his representative in wards 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 hoarding or screen wall for supporting the depots 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 abovesaid conditions is approved by this department.
- (9) No work should be started unless the structural design is submitted from LSE. The work above plinth should not be started before the same is shown to this office Sub-Engineer (S.P.A.) concerned and acknowledgement obtained from him regarding correctness of open space dimension. 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) _____ and conditions of the approved layout/sub-division/Amalgamation under No. _____ 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) Recreation 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 macedam 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.Mtrs below pavement.



- 21 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.
- 22 No work should be started unless the existing structures or proposed to be demolished are demolished.
- 23 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 rehusing 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 avail for the alternative accomodation 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.
- 24 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.
- 25 The bottom of the over head storage work above the finished level of the terrace shall not be more than 1 metre.
- 26 The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary, is obtained.
- 27 It is to be understood that the foundations must be excavated down to hard soil.
- 28 The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- 29 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.
- 30 All gully traps and open channel shall be provided with right fitting mosquito proof covers as per relevant I. S. specifications.
- 31 No broken bottle should be fixed over boundary walls. The prohibition refers only to broken bottles & not to the use of plains glass for glass over compound wall.
- 32 If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk.

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Executive Engineers, (S.R.A.)

SLUM REHABILITATION AUTHORITY
Administrative Building, Anant Kanakar Marg, Bandra (east), Mumbai - 400051
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")

NO FN/MCGM/0034/20060327/AP/R
COMMENCEMENT CERTIFICATE

1210 OCT 2022

To,
M/s. Dignity Realty & Housing,
801, 8th Floor, Dignity Tower,
Opp. Auxilium School, Wadala (W), Mum - 31.

Composite Building

Sir,
With reference to your application No. 1890 dated 16/04/2018 for Development Permission and grant of Commencement Certificate under section 44 & 69 of the Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. _____
C.T.S. No. 438(Pt), 597(Pt), 612(Pt), 613 to 615, 616 (Pt), 617, 618(Pt), 619(Pt), 620(Pt), 649(Pt), 650(Pt)

of village Dadar Naigaon Div, T.P.S.No. _____
ward F/N ward Situated at Bhairavnatha Mandir Marg, Wadala Mum-31.

The Commencement Certificate / Building Permit is granted subject to compliance of mentioned in LOI
U/R No. FN/MCGM/0034/20060327/LOI dt. 10/01/2018
IDA/U/R No. FN/MCGM/0034/20060327/AP/R dt. 07/05/2018
and on following conditions.

1. The land vacated in consequence of endorsement of the setback line/road widening line shall form part of the Public Street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permit has been granted.
3. The Commencement Certificate/Development Permission shall remain valid for one year from the date of its issue. However the construction work should be completed within 12 months from the date of its issue.
4. This permission does not entitle you to develop and use the land in you or in contravention of the provision of Coastal Zone Management Plan.
5. If construction is not commenced this Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years. Provided that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the C.E.O. (SRA) if
 - (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the approved plans.
 - (b) Any of the condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.
 - (c) The C.E.O. (SRA) is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional and Town Planning Act 1966.
7. The conditions of this certificate shall be binding not only on the applicant but also on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The C.E.O. (SRA) has appointed Shri. D. B. Patil
Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C. is granted for work up to plinth level

For and on behalf of Local Authority
The Slum Rehabilitation Authority

Executive Engineer (SRA)
FOR

CHIEF EXECUTIVE OFFICER
(SLUM REHABILITATION AUTHORITY)

F-N/MCGM/0034/20060327/AP/R

21 AUG 2023

This C.C is granted for Basement (for Services)+ Gr (pt)+ Stilt (pt)+ Mezzanine floor + Service floor + 1st to 34th upper floors incl. LMA + OHWT for Rehab Portion & Basement (for Services) + Gr(pt) + Stilt (pt) + Mezzanine floor + Service floor + 1st to 28th upper floors for sale portion of composite Bldg in scheme u/rof as per Proposed amended plans.

21/8/2023

Executive Engineer
Slum Rehabilitation Authority

F/N/MCGM/0034/20060327/AP/R

21 FEB 2024

This C.C is re-endorsed as per approved amended plans dated 21/02/2024.

21/2/2024

Executive Engineer
Slum Rehabilitation Authority

F-N/MCGM/0034/20060327/AP/R

02 JUL 2024

This C.C. is re-endorsed as per approved amended plans dated 05/06/2024. (Basement + Stilt + mezzanine floor + SERVICE FLOOR + 1st to 22nd floor composite Bldg) B'wmg.

02/07/2024

Executive Engineer
Slum Rehabilitation Authority



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Shyam Lilani
B.A, LL.B.
Advocate & Solicitor
High Court, Bombay

LILANI SHYAM & CO.
Advocate & Solicitor
304, 3rd Floor, Mangal Bhavna,
Corner of 14th Road & P.D.Hinduja Marg,
Khar (W), Mumbai - 400 052.

Phone : (022) 26004289

E-mail : shyamalilani@gmail.com

Date: 26/09/2022

Ref. No. SUB

To,

MahaRERA
Housefin Bhavan, Near RBI,
E Block, Bandra Kurla Complex,
Bandra (E), Mumbai - 400051



LEGAL TITLE REPORT

Sub: Title Clearance certificate with respect to Slum Rehabilitation Scheme on all those pieces and parcels of lands owned by Municipal Corporation of Greater Mumbai in aggregate admeasuring 2391.45 sq. meters or thereabout bearing Cadastral Survey Nos. 438 (pt), 597 (pt), 612 (pt), 613, 614, 615, 616 (pt), 617, 618 (pt), 619 (pt), 620 (pt), 649 (pt) and 650 (pt) of Dadar Naigaon Division, in the Registration District of Mumbai City situated at Bhairavnath Mandir Marg, Katrak Road, Wadala (W), Mumbai - 400 031 (the said Property).

1. We have investigated the title of the said Property on the request of M/s. Dignity Realty & Housing (Promoters) and on perusal of the documents i.e. :-

Description of the Property :

All those pieces and parcels of lands owned by Municipal Corporation of Greater Mumbai in aggregate admeasuring 2391.45 sq. meters or thereabout bearing Cadastral Survey Nos. 438 (pt), 597 (pt), 612 (pt), 613, 614, 615, 616 (pt), 617, 618 (pt), 619 (pt), 620 (pt), 649 (pt) and 650 (pt) of Dadar Naigaon Division, in the Registration District of Mumbai City situated at Bhairavnath Mandir Marg, Katrak Road, Wadala (W), Mumbai - 400 031 (the said Property).

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Title Documents

- (i) Resolution of the Sri Bhairavnath Co-operative Housing Society Limited passed in its Special General Body Meeting held on 16th June 2018 for appointing M/s. Dignity Realty & Housing as its New Developers.
- (ii) Consent Order dated 22nd January 2019 passed by Hon'ble High Court in Commercial Suit No. 1418 of 2018.
- (iii) Revised Letter of Intent (LOI) dated 17th May 2019.
- (iv) Further revised letter of intent (LOI) dated 5th November 2020.
- (v) Intimation of approval dated 3rd December 2020.
- (vi) Arbitration Award dated 26th July 2022 passed by Sole Arbitrator Mr. Cyrus Ardeshir, Advocate High Court.

Property Card

Property Register Cards issued by City Survey Office, Mumbai stands in the name of Municipal Corporation of Greater Mumbai as owner.

Search Report

Search Report for 30 years from 1992 to 2022.

2. On perusal of the above mentioned documents relating to title of the said Property we are of the opinion that Municipal Corporation of Greater Mumbai is owner of the said Property and M/s. Dignity Realty & Housing as New Developers are entitled to develop the said Property under Slum Rehabilitation scheme.
3. The Report reflecting the flow of the title of the Promoters to develop the said Property is enclosed herewith as annexure.

For **LILANI SHYAM & CO.**

K. L. Shyam

Proprietor

Advocate & Solicitor



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Encl. Annexure	
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Shyam Lilani
B.A., LL.B.
Advocate & Solicitor
High Court, Bombay

LILANI SHYAM & CO.
Advocate & Solicitor
304, 3rd Floor, Mangal Bhavna,
Corner of 14th Road & P.D.Hinduja Marg,
Khar (W), Mumbai - 400 052.

Phone : (022) 26004289

E-mail : shyamalilani@gmail.com

Date: 26/09/2022

Ref. No. SUB

To,

M/s. Dignity Realty & Housing
7, 1st Floor, Bhagwan Bhuvan,
Plot No. 490, Adenwala Road,
Matunga, Mumbai 400 019



REPORT ON TITLE

Sub. : Slum Rehabilitation Scheme on all those pieces and parcels of lands owned by Municipal Corporation of Greater Mumbai in aggregate admeasuring 2391.45 sq. meters or thereabout bearing Cadastral Survey Nos. 438 (pt), 597 (pt), 612 (pt), 613, 614, 615, 616 (pt), 617, 618 (pt), 619 (pt), 620 (pt), 649 (pt) and 650 (pt) of Dadar Naigaon Division, in the Registration District of Mumbai City situated at Bhairavnath Mandir Marg, Katrak Road, Wadala (W), Mumbai 400 031 (the said Property)

At the instruction of our client M/s. Dignity Realty and Housing we have investigated the title in respect of the above mentioned property and perused the copies of the relevant documents and the search report and have to state as follows :-

1. The Municipal Corporation of Greater Mumbai (MCGM) is the owner of or otherwise well and sufficiently entitled to all the pieces and parcels of lands or grounds in aggregate admeasuring 2391.45 sq.

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meters or thereabout bearing Cadastral Survey Nos. 438 (pt), 597 (pt), 612 (pt), 613, 614, 615, 616 (pt), 617-618 (pt), 619 (pt), 620 (pt), 649 (pt) and 650 (pt) of Dadar Nakaon Division, in the Registration District of Mumbai City situated at Bhairavnath Mandir Marg, Katrak Road, Wadala (W), Mumbai - 400 031 more particularly described in the Schedule hereunder written and hereinafter referred to as the said Property.

- The above Property is declared as a 'Slum' under the Maharashtra Slum Areas (Improvement, Clearance & Redevelopment) Act, 1971 (Slum Act). The said Property totally is in occupation of slum dwellers protected under the Slum Act who have formed a society named Shri Bhairavnath Co-operative Housing Society Limited. The said Society has submitted the proposal to the Slum Rehabilitation Authority (SRA) for redevelopment of the said property under 33 (10) of DCR for Greater Mumbai.

The said Society initially under an Agreement dated 9th March 2006 had granted the development rights of the said property to Mrs. Darshan Group who in their turn under an Agreement to Development Right dated 23rd September 2010 have assigned the development rights of the said property unto and in favour of NSS Realtors Private Limited on the terms and conditions mentioned therein.

- NSS Realtors Private Limited also could not able to develop the said Property. The said society thereafter pursuant to a Resolution dated 16th June 2018 passed in the Special General Body Meeting has appointed M/s. Eignity Realty & Housing as its New Developer to develop the said Property under the SRA scheme.

- M/s. Darshan Group filed a Commercial Suit No. 1418 of 2018 in the Hon'ble High Court Bombay against the said Society. NSS Realtors



16 th June 2018	2
appointed M/s. Eignity Realty & Housing as its New Developer to develop the said Property under the SRA scheme.	EY Joo
5. M/s. Darshan Group filed a Commercial Suit No. 1418 of 2018 in the Hon'ble High Court Bombay against the said Society. NSS Realtors	

Private Limited, Jitendra Pandurang Mhatre and Shri Dinesh Jyotichand Jain. M/s. Dignity Realty & Housing was joined as party Defendant No. 5 to the said Suit. The said suit is amicably settled. The parties to the said Suit had taken out Chamber Summons. The consent order is taken in the said suit by and between M/s. Darshan Group as Plaintiff, the said Society, NSS Realtors Private Limited and M/s. Dignity Realty & Housing in terms of consent terms filed therein and suit is dismissed against Jitendra Pandurang Mhatre the Defendant No. 3 and Shri Dinesh Jyotichand Jain the Defendant No. 4.

6. Pursuant to the said order dated 22nd January 2019 passed by Hon'ble High Court and consent terms filed by the parties in the said suit as aforesaid and pursuant to the resolution passed by the Society in its Special General Body Meeting held on 16th June 2018 the said M/s. Dignity Realty & Housing is entitled to develop the said Property under the SRA scheme.

7. As set out in the said Consent Terms, M/s. Darshan Group and NSS Realtors Private Limited have declared and confirmed that the agreement for Development dated 9th March 2006 and subsequent assignment of Development Rights dated 23rd September 2010 have been cancelled and/or revoked and they have relinquished their right, title and interest in the development rights of the said



8. There being the dispute and difference by and between Mr. Jitendra Pandurang Mhatre and NSS Realtors Private Limited alleging therein that NSS Realtors Private Limited had agreed to allot certain constructed area to Mr. Jitendra Pandurang Mhatre, the said Mr. Jitendra Pandurang Mhatre has filed a Suit No. 282 of 2021 in the High Court Bombay against M/s. Darshan Group and NSS Realtors Private Limited, wherein M/s. Dignity Realty and Housing

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and their Partner Mr. Ravi M. Ramchandani have also been joined as party Defendants. Till date no relief is granted in the said matter and the said suit till date is pending.

9. Pursuant to an Order dated 30th June 2021 passed by Hon'ble High Court in Arbitration Application (L) No. 7656 of 2021, the court has referred the matter to the Sole Arbitrator Mr. Cyrus Ardeshir, Advocate High Court and the said Application is disposed off in terms of the said order. The said Arbitrator has passed an Award dated 26th July 2022 and recorded therein that the said Santosh Nagappa Shetty and Sudesh Nagappa Shetty have stood retired from the partnership firm of M/s. Dignity Realty and Housing with effect from 23rd August 2022 and they shall be entitled to 11% of total free sale component constructed area including proportionate car parking spaces on completion of the project, free of cost.

10. We have caused the search taken in the office of the Sub-Registrar of Assurance at Mumbai. On perusal of search report no encumbrance was found to have been entered in city survey records.

11. In the premises aforesaid, in view of approvals, sanctions and permissions granted by SRA and other concerned authorities the said M/s. Dignity Realty & Housing are entitled to construct and develop the said Property under Slum Rehabilitation scheme and is entitled to sell, market, allot and alienate flats/premises/shops in the buildings and also create mortgages, charges thereon subject to allotment of two flats to M/s. Darshan Group and allotment of 11% of total free sale component constructed area with proportionate car parking spaces to the said Santosh Nagappa Shetty and Sudesh Nagappa Shetty. MCGM is the owner of the

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THE SCHEDULE ABOVE REFERRED TO:

All those pieces and parcels of lands owned by Municipal Corporation of Greater Mumbai in aggregate admeasuring 2391.45 sq. meters or thereabout bearing Cadastral Survey Nos. 438 (pt), 597 (pt), 612 (pt), 613, 614, 615, 616 (pt), 617, 618 (pt), 619 (pt), 620 (pt), 649 (pt) and 650 (pt) of Dadar Naigaon Division, in the Registration District of Mumbai City situated at Bhairavnath Mandir Marg, Katrak Road, Wadala (W), Mumbai - 400 031.

Dated this 26th day of September 2022

LILANI SHYAM & CO.

L. Shyam

Proprietor
Advocates & Solicitor



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Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C' [See rule 6(a)]

Registration is granted under section 5 of the Act to the following project under project registration number
48008

Project: Dignity Bayview, Plot Bearing / CTS / Survey / Final Plot No. 438pt 597pt 612pt 613 614 615 616pt 617
618pt 620pt 649pt 650pt at Mumbai City, Mumbai City, Mumbai City, 400031;

Dignity Realty And Housing having its registered office / principal place of business at Tehsil: Mumbai City,
District: Mumbai City, Pin: 400019.

This registration is granted subject to the following conditions, namely -

- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017.
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose. since the estimated receivable of the project is less than the estimated cost of completion of the project.
- The Registration shall be valid for a period commencing from 07/12/2022 and ending with 31/12/2026 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

If the above mentioned conditions are not complied by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



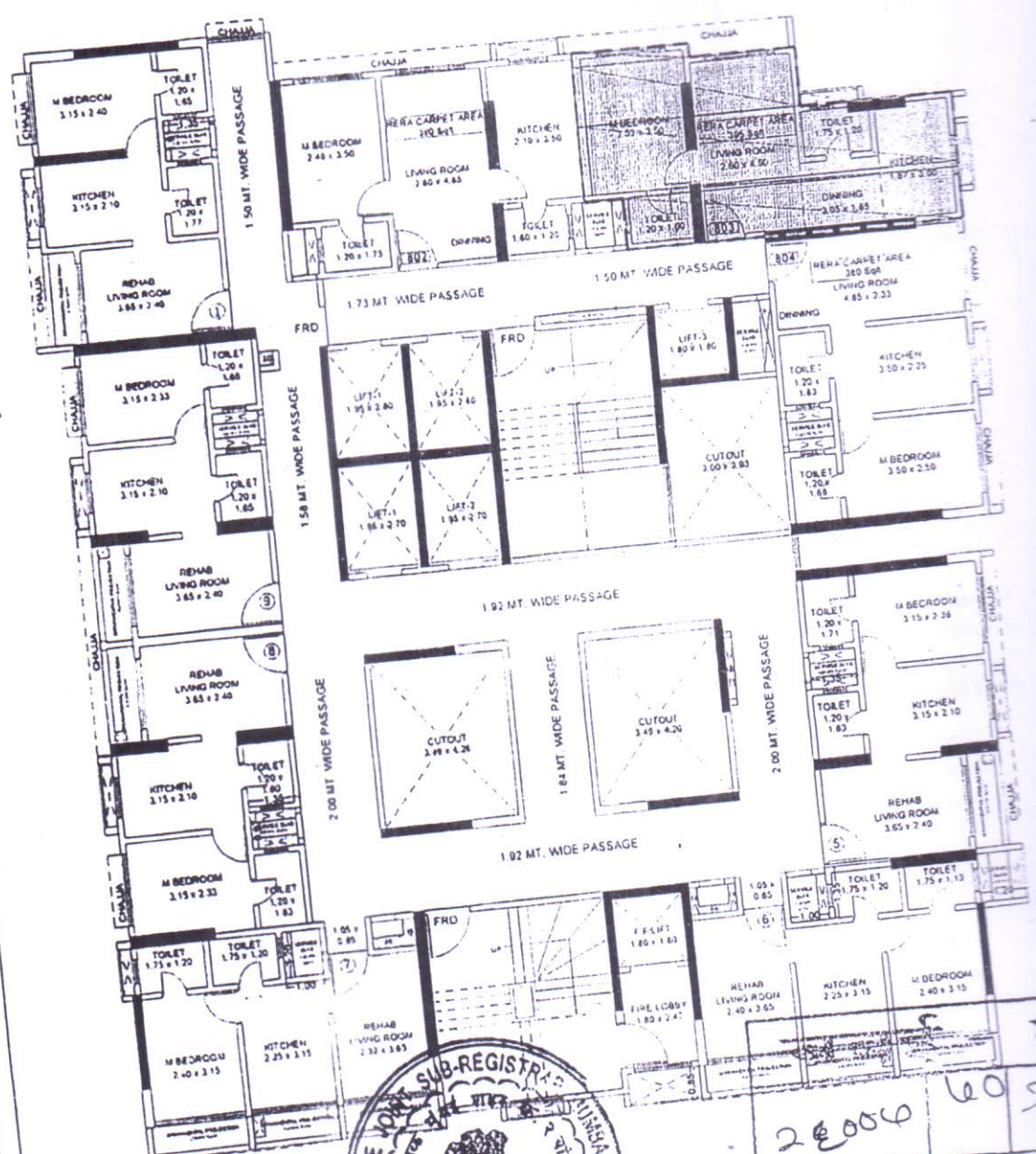
Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date:07-12-2022 11:15:33

07/12/2022

Mumbai

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

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COMPOSITE SALE BUILDING -
BHAIKAVNATH, WADALA.

8TH FLOOR PLAN

ANNEXURE - F



INTERNAL AMENITIES

GENERAL

The total construction shall be as per relevant Indian Standard Code of Practice.

All Construction Specifications irrespective of being individually specified or not will be as per latest BS / NBC Codes.

Materials Specifications will be of ISI or Quality Standards exceeding to ISI of Top / First Quality and as per National Building Code.

All materials for incorporation into the works shall be of the best quality, of their respective kinds as specified herein and will adhere to the requirements of the latest edition of the relevant Bureau of Indian Standards or any other equivalent quality standards prevailing in the trade and / or approved by the Society.

The specifications & finishes to all common areas & external treatments to all buildings / wings shall be identical. No difference shall be permitted by the Society.

The standard internal finishes to Developer's incentive area (free sale flat) shall be as per Developer's requirement.

The carpet area of residences shall be excluding Door Jamb area.

RCC & STRUCTURE

All the RCC works shall be as per IS 456 [Code of Practice : Plain & Reinforced Concrete] and shall be designed for Earth Quake Forces and Wind Forces as per IS 1893 [Recommendations for Earthquake Resistant Design of Structures] and as per Drawing.

The type of foundation will be as per the geological soil investigation report.

Appropriate and approved construction chemicals & concrete additives shall be used to protect the reinforcement from corrosion.

External Plaster : Double coat sand face plaster with fibre mesh at the junction of RCC and brick Masonry. Water proofing Compound of Roll Company (plaster Master) and fibre of Neelkanth Corporation of equal brand.

Internal Plaster : Single coat rough plaster 12mm thick with 1 mm thick Patra POP finish Gypsum plaster to be applied for ceiling without cement plaster.

Door

Main Door : Decorative entrance door with well treated solid core veneer finish flush door with all hardware fittings including safety Latch, chain, kickup, door stopper etc. complete of approved make as per approved design & specification.

Bed Rooms : Well treated solid core plastic laminate finished flush doors to all rooms with all hardware

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Fittings including mortis lock, lower ball, handle, door stopper etc. complete of approved make as per approved design & specification

Bath / WC / Toilet: Water proof marine grade solid core plastic laminate finish flush doors with all hardware fittings & fixtures including locks etc. complete of approved make as per approved design & specifications.

Windows

Sound Proof Aluminum Sliding Windows of Epoxy Polyester Powder coated made out heavy duty series fixed with clear toughened glass good quality locks, s.s. bearings, wool pile, EPDM gasket & with all other required best quality fittings etc complete

Window frames shall be of Granite / marble with double jamb stone including moulding.

Kitchen

Kitchen platform with conventional granite platform on top of & below with Marble infrastructure including granite fascia with moulding as per approved design & specification.

Stainless steel sink with a suitable size as per area.



Toilets

All Sanitary fittings & fixtures provided shall be of 1st quality.

Hot & cold water diverter including sprout & shower etc. complete in bathroom & toilets of approved make as per design & specification approved.

Hand wash basins as per design & specification approved.

C class galvanized pipes and ring pipe fittings of approved make for external looping and down-takes as specified.

Proper arrangement shall be provided for washing machine like power, water supply & drainage.

Security System

Intercom & Video Door Phone for each flat.

Entrances halls shall have security desk with intercom to all units.

CCTV camera with recording feature in all lobbies, Elevators and four corners of building connected to Society Office.

OTHER AMENITIES

The buildings will be planned for :

High rise Elevator tower with ultra-modern elevation as per BMC norms.

The plot shall be filled to make formation level at least 1'-6" above existing road level & the sill level shall be at least 0'-6" above the formation level.

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Air-conditioned gymnasium / fitness center with wash room & Change room as per Society's requirement and in accordance with BMC norms.

Fully furnished, air-conditioned Society office with toilet, intercom, telephone facilities.

Complete of maximum permissible area as per MCGM norms.

Adequate refuge areas as per MCGM norms.

All rooms shall be of standard / minimum sizes required by the Society. All living rooms &

bedrooms shall not have any dimensions less than 2.75 M (9'0"). The Society's requirement is for spacious rooms as per their existing rooms.

Adequate care shall be taken for proper cross ventilation and natural lighting in all flats.

The external elevation shall be well treated to give elegant modern aesthetic looks.

Servants toilet at mid-landing of staircase.



COMMON AREAS

Designer entrance lobby shall be with combination of Italian Marble, Indian Marble or Granite including full height dado as per approved design.

Two automatic high speed lift per wing of capacity 7/8 persons or more as specified.

Designer lift lobby to be provided at all floors including Granite or Marble jambs around lift openings at all floors.

Cabling for local video cable connection or DTH connection shall be provided to all units.

Cabling for MTNL telephone line shall be provided to all units.

Letter boxes for all flat owners shall be placed at appropriate location.

Single piece marble or granite treads and risers for all staircases.

Decorative compound wall with Decorative Pillars / Gates.

Water Proofing

Terrace Waterproof : Brick Bat Coba finished with China mosaic. (China Chips of Gujarat Make Company and in mix colour with no design) Water proofing Compound of Roll Company will be added as per company's specification.

Bathroom Waterproofing : Basecoat plaster upto 1.5M. And covered with brickbat cobs.

U/G & O/H Water tank water proofing: Waterproof plaster in single coat from inside and 9" thick brick work (for U/G Tank Only) with waterproof plaster from outside.

Pest Control

Pest Protection : Anti termite treatment to plinth & around the periphery of building using chemical from reputed manufacturer like PCI or equivalent to prevent termite attack.

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Electrification

Adequate provision for electric points for lights, fans, exhaust fans, bell points, plug points, power points etc. as per design & specification.

Adequate electrical points in kitchen for lighting, fan, exhaust fan, refrigerator, microwave, water filters, mixtures, power points, plug points etc. as per design & specification.

Adequate electrical points in toilets / baths / WC for lighting, exhaust fans, water heating purposes etc. as per design & specification.

All switches, switchboards, fittings & fixtures shall be modular of approved make.

AC / TV / Cable / Internet TV Point in all habitable room.

Wiring for telephone in all habitable rooms & kitchen

M.C.B. and E.L.C.B. shall be provided in each flat with independent circuits & circuit breakers.

Three phase electrical supply with proper earthing to all units

The total electrification shall be concealed and the fittings & fixtures provided shall be of 1st quality of approved make.

Excellent quality concealed electrification with fire retardant ISI mark cables, wires, pipes etc. of approved make.

Adequate provisions for all electrical works in compound, gate, common service areas, stairs, staircase, common passages, terrace, lift machine room, etc. where ever required.

Electrical works to comply with regulation of electricity board and electric supply & company.



1st quality of concealed plumbing, pipes & fittings.

Total concealed plumbing shall be of 1st quality U-PVC of ISI mark.

C class galvanized pipes and ring pipe fittings of approved make for external looping and down-takes.

External drainage pipes should be C pipes of approved make in 1st floor. PVC drainage pipes fitted with MS clamps with fitting for above floors.

The Under Ground Drainage pipes shall be of the best quality S. W.C. pipes and fitting with box connecting.

All vertical drainage and rain water pipe lines and water supply work up and including

drainage connection to the Sewage line and water connection to the BMC water main

including Water master and be carried out through licensed as per BMC requirement.

All vertical down take water supply & drainage pipes shall have spacers

Necessary points for water purifier, washing m/c shall be provided at suitable location.

Inspection chambers: 9" Brick work with double coat plaster from inside & outside of chamber will be provided. 3" blk R.C.C. Covers will be provided for inspection chambers.

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chambers shall be laid and street connection to municipal man hole shall be laid (Municipal permission shall be obtained by Developers)

Drainage chambers / Gully traps shall be provided with RCC covers of heavy duty.

Storm Water Drain : 9" dia. RCC pipe with sufficient no of chambers with MS grating on top.

Paints

Waxel Touch / Lustre paint for all internal surfaces.

Acrylic emulsion weather coat paint to all external surfaces as per design & specification approved.

Internal walls should be first finished with rough cement-plaster which will be then finished with POP and finally wall putty. Paint shall be applied later.



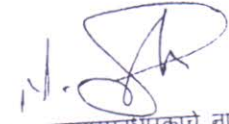
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घोषणापत्र

मी नरेंद्र बसंत सिंग यादवारे घोषित करता की, दुय्यम निबंधक मुंबई- यांचे कार्यालयात कारणातून व शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री रवी मनोहर रामचंदानी यांनी दि. 23.02.2023 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सादर दस्त नोंदणीस सादर केला आहे/निष्पादीत करून कबुलीजबाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सादरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णता: राक्षम आहे सादरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम, 1908 चे कलम 82 अन्वये शिक्षेस मी पात्र राहिन याची मला जाणीव आहे.

दिनांक: 09/11/2024


कुलमुखत्यारपत्रधारकाचे नाव व सही



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