(17)

obtain the Commencement certificate within six months from today) from competent Authority, twenty four (24) months being estimated period of development. The Developer shall start the construction work within1 months from sanctionof plan from competent Authority. In the event of the Developer failing to complete the entire work on the stipulated period of Twenty Four (24)months due to



a) force majeure, lockdown

b) act of God, earthquake, or any natural clammily etc.,

c) War, civil commotion, any or act of State.

d) Any notice, order rule, notification of the Government and/or other public or competent authority,

e) Order of any Court, change in policy, Rules, Regulations of government, delay in sanctioning building plan, N.A. order. F..

f) scarcity of building material such as sand, water, cement etc., labor, technician, contractors etc.

then, the Developer shall be entitled to a reasonable extension of time for completing the above said construction.

If the commencement of work gets delayed because of any problem on the part of the Owners, then the Developer shall be entitled to get an extension of the proportionate period for completing the above said construction.

h) The Owner is entitled to realize part of the Gross Sale Proceeds from the construction on the Schedule Property, as specified in para 3, for their exclusive benefits.

The Owner agrees and affirms that as consideration of the Developer developing the Schedule Property the Developer is entitled to realize . the sale and other proceeds from the sale of Construction, as specified in para 3 above, constructed on the Schedule Property, for their exclusive benefits.

j) The Owner and/or any person claiming through and for them, other than the Developer shall not to do by act/s or omission/s any such act, deed or thing which would prejudice, jeopardize, obstruct, impede or hinder the rights of the Developer under this Agreement

k) The Owners have further executed an Irrevocable Power of

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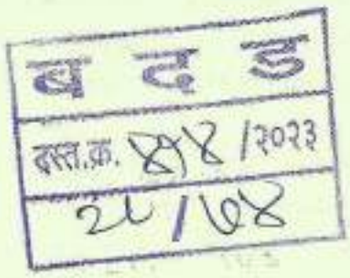

OF THE SUB-REGISTRAR
BODWAD

Attorney in favour of the Developer which will be co-existent and co-terminus with this Agreement and have granted all the powers for development to the Developer hence authorizing Developer to do all customers deeds and matters pertaining to all the development activities as permitted in this Agreement and for the purpose to approach the Town Planning Department and /or any other body or in respect of any acts, deeds, matters which may be done or incurred by the Developer as also to sign all letters, applications, documents, court proceedings, affidavits, and such other papers as may be from time to time required in this behalf, except Agreement to Sell or similar document which are to be executed with prospective Purchasers of Shops/Flats/ Offices, parking Spaces, etc. The said Agreement to Sell shall be jointly executed by Owner and Developer.

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l) The Owner has Executed on Irrevocable Power of attorney in favor of Developer for the purposes of Execute the document to customers i.e. Agreement to Sale , Conveyance Deed , any type of Correction Deed , Power of attorney to other party behalf of Power of attorney Holder , Deed of Declaration , for the Purpose of Transfer of units to the various intended purchaser. On execution of this Agreement, the Developer is authorized to enter upon the said Schedule Property as a licensee. The Owner has further executed an Irrevocable Power of Attorney in favour of the Developer, authorizing Developer to do all customers , deeds and matters pertaining to all the development activities and for the purpose to approach the appropriate Authorities and /or any other body or in respect of any acts, deeds, matters towards customers which may be done or incurred by the Developer as also to sign all letters, applications, agreements, documents, court proceedings, affidavits, and such other papers as may be from time to time required in this behalf.

m) The Owner declares that the Developer is entitled to form a co-operative society/limited company/ condominium of apartment holders of the Purchasers of the units in the buildings constructed by them upon the Schedule Property and the


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Developer shall be entitled to sign as Power of Attorney holder of the owner on all requisite documents and shall get Schedule Property conveyed to the said co-operative society/Ltd. Co./ Condominium of Apartment holders as the case may be or to individual/s.

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9. All taxes including Government taxes, cess for the current year, applicable and outgoings in respect of the Schedule Property up to the date of execution of these presents shall be borne and paid by the Owner and hereafter by the Developer or their legal heirs. The Owners shall be liable to pay the GST, Income tax and other government taxes levied by the Government in respect of his 25% share to be given to the Owners under this Agreement.

10. On the execution of this Development Agreement the Owner has handed over the original title document of the Owner in respect of the Schedule Property together with all original relevant documents in respect of the Schedule Property to the Developer. The Developer shall continue to hold the said original documents of the Owner till completion of the said building project on the Schedule Property.

11.

a) The Owner agrees and affirms that they shall not do or execute any acts, deeds or cause to be done or executed any acts, deeds or which will be against the terms and conditions of these presents and the said approved plan and scheme.

b) The Owner agrees and affirms that they shall give all necessary assistance/ co-operation to the Developer for the Said Project as per the approved plan and the sanctioned scheme.

c) The Owner agrees and affirms that in case they or the said Owner receive any intimation, communication direction from the competent authority or Government relating to the approved scheme including its implementation it shall re-communicate the same to the Developer forthwith, and they assure the Developer that they have not done or omitted to do anything which is in contravention of the said approved scheme.

d) *The* Owner and Developer shall both be entitled to all the benefits

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/dis-benefits on account of change in building rules and /or increase / decrease in FSI in proportion as specified in above para 2

e) The owner shall clear the all his loan against the said land before the construction work start.

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12. It is hereby specifically understood and agreed between the Owner, and the Developer that the Developer alone shall be liable for monetary and legal consequences arising out of any relationship contractual or otherwise entered into between the Developer and third party. The Developer indemnifies and shall always keep indemnified the Owner in respect to all acts, things and deeds done by it or its assigns in respect of the Schedule Property.

13. The Owner and the Developer will be independently liable as per there decided share for whatever taxes, charges, fees, etc, payable by each party to the Government /Semi Government or local authority, after execution of this Development Agreement.

14. The Developer is liable to pay all the expenses towards stamp duty, registration fees, legal fees, other miscellaneous charges in respect of this Development Agreement and Power of Attorney by the Owners in favour of the Developer.

15. Each Party shall be entitled to specific performance of the terms and conditions of this Development Agreement at the cost and expenses of the other party, without prejudice to other rights of the Parties .

i. The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any option, right or remedies contained in this Agreement shall not constitute a waiver or a relinquishment for the future of such provision, option, right or remedy. No waiver by either party of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such party.

ii. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent due to any change in law or

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otherwise, the remainder of this Agreement and application of such provision to the persons or circumstances other than those to which it is held invalid or unenforceable shall not be effected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflected the original intent of the invalid or unenforceable provision.

iii. Each right, power and remedy provided for herein or now or hereafter existing by law, inequity by law or otherwise shall be cumulative, and the exercise or the forbearance of exercise by either party of one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of all or of all such other rights, powers or remedies.

iv. This Agreement shall not be construed or understood to be a partnership, agency, contracting/sub-contracting or any other legal relationship between the parties herein save and except what is specifically provided under the terms of this Agreement.

16. After the Completion of 24months from approval of the Commencement certificate from planning authority , & Unsold Inventory like EWS- row-houses units & LIG row houses units, & Conv. Shops units. will be distributed in the ratio of **25%:75% Owner& Developer respectively.**

17. As the Developer will be doing and carrying out the works of development for itself and at its own costs and responsibility, it alone will be the sole and absolute owner thereof, subject to payment of consideration as specified in their Permission of IOA Letter No EE/ BP Cell /PMAY/A/MHADA/31/2023 dated 11/1/2023, for-

EWS -141 row houses units having total Built up area 4832.07 sq.mt.
LIG - 41 row houses units having total Built up area 3341.33 sq.mt.
Conv. Shop- 32 units having Built up Area -339.06 sq.mt.
A society Office, Common Toilet Block - having built up area 63.18 sq. mt.
Total Built up Area of 214 units & Amenities a **built up area 9175.64 sq.mt.**
Right to use the above sanctioned built up area as per building plan only .
The said works will not be done by the Developer as an Agent or Contractor of the Owners and hence Works Contract Tax will not

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be applicable to this Agreement and to the works done by the Developer.

a. It is also hereby made clear that neither the Developer nor the Owners are rendering any service to each other and hence no service tax is payable for this transaction.

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b. If any of the above mentioned tax is found to be payable then the party responsible therefore as per the provisions of relevant statute shall pay the same and the other party shall not be responsible therefore.

18. The Developer shall be entitled to carry out at its own costs, charges and expenses in all respects all or any items of work for development of the said Land including laying of drainage, electric cables, water pipes, internal roads, and other connections and lighting of roads and other items as per the terms and conditions imposed by the concerned authorities while sanctioning the plan and also other items of work as may be required to be carried out for the purpose of making the said Land fit for construction of flats, residential units thereon. All the finances for completion of the said items of work shall be provided and borne and paid by the Developer alone.

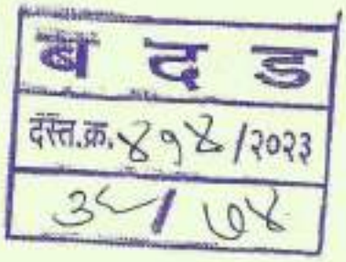
19. That all the past stamp duty, Registration fees, Government taxes etc, are to be borne exclusively by the Land owners and present stamp duty, Registration fees of this Development Agreement, Power of Attorney are to be borne exclusively by the Developer.

SCHEDULE OF PROPERTY

all that piece and parcels of Agricultural land admeasuring 01 Hectors 38 R + Pot Kharaba area 00 Hectors 48 R total land admeasuring 01 Hectors 86 R of Gat No. 36/2A situated at Bodwad, Taluka Bodwad, District Jalgaon, within the limits of Nagar Panchayat Bodwad, and within the limits of Sub Registrar Bodwad and bounded as follows :-

On or towards East	-	Gat No 34 & Gat No 35
On or towards West	-	Gat No 37 Part
On or towards North	-	Layout of Gat No 36/1
On or towards South	-	Gat No 35 Part

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THE SEAL OF THE SUB-REGISTRAR
AHMEDABAD


THE SEAL

IN WITNESS WHEREOF the said Parties have put their respective signatures and seal hereunder the on _____day, of the month of January and year 2023

Mr. Satish Pundlikrao Baviskar
OF THE FIRST PART.

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30/01/23



SIGN

LEFT HAND THUMB

Parakh Realities through its Proprietor Mr. Vinaykumar Uttamchand Parakh (Developer) OF THE Second Part.



SIGN

LEFT HAND THUMB

THE SEAL OF THE SUB-REGISTRAR BHUSAWAD

WITNESSES: & Signature

Name Nitin S. Choube

Address 201, Animish Apart. Shirram. Nagar Near Collector Bunglow JALGAON - 425002.

Name Jayprakash Baviskar

Address

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दस्त.क्र:२७४ /२०२३

३८/७४

महाराष्ट्र शासन

गाव नमुना सात (अधिकार अभिलेख पत्रक)

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ चातील नियम ३,५,६ अन्वये]

गाव :- बोदवड (५२७०८२) तालुका :- बोदवड जिल्हा :- जळगाव

ULPIN : 21066885517 भूमापन क्रमांक व उपविभाग ३६/२/अ 21066885517

भुधारणा पद्धती	भोगवटादार वर्ग -१
शेतचे स्थानीक नाव :	

क्षेत्र, एकक व आकारणी	खाते क्र.	भोगवटादाराचे नाव	क्षेत्र	आकार	पो.ख.	फेरफार क्र	कुळ, खंड व इतर अधिकार
शेताचे एकक हे.आर.चौ.मी	२८४६	सतीश पुंडलिकराव वाघिस्कर	१.३८.००	७.६५	०.४८००	(१७९९१)	कुळाचे नाव व खंड
अ) लागवड योग्य क्षेत्र							इतर अधिकार
जिरायत १.३८.००							
बागायत -							प्रलंबित फेरफार : नाही.
एकुण							
ला.यो.क्षेत्र १.३८.००							बोजाचा फेरफार क्रमांक : २८१६६ व दिनांक : १३/०३/२०२१
ब) पोटखराब क्षेत्र							
लागवड अयोग्य							
वर्ग (अ)							
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पो.ख.क्षेत्र ०.४८००							
एकुण क्षेत्र (अ+ब) १.८६.००							
आकारणी ७.६५							
जुडी किंवा आकारणी विशेष							

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Dated C

THE SEAL OF THE SUB-REGISTRAR BODWAD

जुने फेरफार क्र :(१५८२५) (१५८५३) (१७९९४) (१८८३६) (२०९९८) (२५३२१) (२८१६६)	रीमा आणि शुभाकर चिन्हे

हा पान नमुना क्रमांक ७ दिनांक १३/०३/२०२१९२८:५५ AM रोजी डिजिटल स्वाक्षरीत केला आहे व सदर नमुना क्रमांक १२ चा केला स्वयंस्पष्टीकरण असल्यामुळे ७/१२ अभिलेखाचा वर कोणासही सही शिक्क्याची आवश्यकता नाही.

सूचना: वरिल अक्षरनी खाता उतारी योग्य वरील डिजिटल स्वाक्षरी प्रविष्ट असल्याने ७/१२ अभिलेख तलाठ्याला नाही. याबर फेरफार घेतं क्र. २५३२१,२८१६६ नोंदवा असे. तसेच प्रत्यक्ष पाहणीत आढळून आलेल्या बाबी याची नोंदवा घेणे आवश्यक आहे.

७/१२ काढल्याचे दि. : १४/०४/२०२३ : १६:०८:३३ PM, किंवा पडताळणीसाठी http://digitalsatara.maharashtra.gov.in/cdac/ या संकेत स्थळावर खातेदार 63651900165516 हा क्रमांक

(32)

गाव नमुना बारा (पिकांची नोंदवही)

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम १९]

गाव :- बोदवड (५२७०८२) तालुका :- बोदवड जिल्हा :- जळगाव

दुमाला क्रमांक व उपविभाग ३६/२/अ

			पिकाखालील क्षेत्राचा तपशील					लागवडीसाठी उपलब्ध नसलेली जमीन		क्षेत्र
वर्ष	हंगाम	खाते क्रमांक	पिकाचा प्रकार	पिकांचे नाव	जल सिंचित	अजल सिंचित	जल सिंचनाचे साधन	स्वरूप	क्षेत्र	
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)
२०२२	खरीप	२८४६*	निर्वल	कापुस		९.३८००				

टीप :** सदरची नोंद मोबाइल ॲप द्वारे घेण्यात आलेली आहे

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Dated Copy

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दस्त.क्र.३९४ /२०२३
४० / ०४

THE SEAL OF THE SUB-REGISTRAR BODWAD

महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण
MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY

स्वातंत्र्याचा अमृत महोत्सव

म्हाडा
MHADA

Building Permission Cell, PMAY / A

(A designated Planning Authority for PMAY constituted as per government regulation no. TPB4315/167/CR-51/2015/UD-11 dtd. 23.05.2018)

INTIMATION OF APPROVAL (IOA)

U/S 45 (1) (ii) of MRTP Act 1966, as amended up to date

No. EE/BPCell/PMAY/A/MHADA/ 31 /2023
Dated :- 11 JAN 2023

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दस्त.क्र. 898 /2023
89 / 68

To,
Adv. Jaiprakash Baviskar
C Wing, 162, V.Va. (Golani) Market,
Jalgaon-425001.

SUB: Proposed development for 141 EWS T/s (Row Houses), 41 LIG T/s (Row Houses), & 32 Conv. shops, on plot bearing Gat No.36/2/A of Village Bodwad, Tal. Bodwad, Dist Jalgaon under vertical AHP – PPP model under PMAY scheme.

REF: Adv. Jaiprakash Baviskar application dated 27/09/2022

Sir,

With reference to your application U/S 44 of the MRTP Act 1966 for building permissions submitted with letter dated 27/09/2022 and the plans, Sections, Description and further particulars and details of your buildings at Proposed development of Cluster 6 to 13 & 15 to 17 of Gr. floor for 141 EWS T/s (Row Houses), Cluster 1 to 5 & 14 of Gr. + 1 Floor for 41 LIG T/s (Row Houses) & 32 Conv. shops on plot bearing Gat No.36/2/A of Village Bodwad, Tal. Bodwad, Dist Jalgaon under AHP model (PPP) under PMAY scheme.

I have to inform you that I may approve the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you U/S 45(i)(ii) of the MRTP Act 1966 as amended up to date, my approval by reasons thereof subject to fulfillment of conditions mentioned as under

CONDITIONS TO BE COMPILED WITH BEFORE APPLYING FOR Plinth C.C./FURTHER C.C. / O.C.

1. That the commencement certificate U/s-45 of MRTP Act shall be obtained before starting the proposed work.
2. That the structural Engineer shall be appointed and supervision memo as per provisions of Unified DCPR shall be submitted by Applicant.
3. That the work should be carried out under the supervision of the competent registered Architect, licensed structural Engineer & Licensed Civil Engineer. The structural Design and calculations for the proposed work accounting for system analysis as relevant IS code along with plan shall be get approved from reputed agency and one copy shall be submitted before start of work.
4. That the sanitary arrangement and drainage works shall be carried out as per Local Authority's Specifications and approved copy should be submitted before O.C. issued.

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5. The work should be carried out as per sanctioned plans & no additional F.S.I. should be utilized other than as per sanctioned plans. If construction has been done beyond sanctioned or other than sanctioned plan then necessary action should be done as per clause no.52 of MRTP ACT 1966 & also it is your responsibility to remove the additional construction at your own cost. The proposed construction should be restricted for RESIDENTIAL purpose only.
6. That the work should be carried out on the plot/ land proposed for above project as per approved layout vide letter No. जा क्र. अं.मं. व बां.प.कक्ष /पीएमएवाय/५७८/२०२२ दिनांक १९/१०/२०२२. All conditions of this approved layout are binding on applicant/ owner & are mandatory to comply.
7. It is to be understood that the foundations must be excavated down to hard soil and as per the soil testing report. For this, Necessary trial pits / trial bores shall be taken at the captioned property to ascertain the bearing capacity of the soil and foundation shall be designed accordingly under the supervision of appointed structural engineer. The copy of soil test report approved by competent authority should be submitted to this office before actual start of work.
8. That you have to prepare complete structural design, drawings for the bldgs to be constructed. The R.C.C. design shall be confirming to IS 456 of 2000 and relevant IS amended time to time. The RCC design shall be prepared taking into consideration the protection against seismic forces required for earthquake resistance structures and shall be based on appropriate seismic coefficient as per prevailing relevant IS. The RCC Design of buildings shall be got got approved from institutions such as IIT Mumbai/VJTI Mumbai/ VNIT Nagpur/COE Pune or any other Gov. reputed Institute before actual start of work, the copy of the same should be submitted to this office before actual start of work & work should carried out under the supervision of R.C.C. Consultant.
9. That the work should be carried out entirely at applicant's own risk and cost and the Planning Authority/PMAY/MHADA will not be responsible for any mishap or irregularity at any time.
10. That the 7/12 extract of land should be free hold, before asking Further C C. The same 7/12 should be transferred on class-I (वर्ग-१) & copy of the same should be submitted to this office before completion of work.
11. That the responsibility of any damage or loss of adjoining properties if any will vest entirely with the applicant and Planning Authority/PMAY/MHADA will not be responsible in any matter whatsoever.
12. All the terms and conditions mentioned in this IOA & Plinth C.C. to be issued will be applicable to the applicant and the Indemnity bond in prescribed Performa agreeing the terms and conditions in IOA & Plinth C.C. to be issued shall be submitted by the applicant at the time of issue of I.O.A.
13. If any dues are pending with Local Authority, N.A. Charges, Agriculture Tax or any other charges to be pending with concerned Authorities then the same should be cleared by Applicant and NO Due Certificate with effect that should be submitted to this office before asking for O.C.
14. That the concerned Architect/Licensed Surveyor & Applicant/ Developer/Owner should give certificate that, the newly constructed building is in accordance with the plans approved by Planning Authority/PMAY/MHADA.

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15. That the road widening proposed in the layout will be binding on the applicant. The applicant should develop the road widening area, approach road & internal road of layout at their own cost & handover the same to the Local Authority.
16. That the if approach road of as per norms should be constructed at your own cost before asking further C.C. & undertaking with this effect should be given before asking Plinth C.C.
17. That the if DP road widening area is there then it should be handed over to local authority before asking O.C.
18. Requisitions of clause as per the Prevailing Development control Regulations of unified DCPR shall be complied with & Records of good quality of work, verification report, material test reports etc. shall be maintained on site till completion of the entire work.
19. As per the Unified DCPR ,development / construction of building requiring clearance from the authorities like Railway, Directorate of Industries, Maharashtra Pollution Control Board, District Magistrate, Inspectorate of Boilers and Smoke Nuisance, Defense Department, Maharashtra Coastal Zone Management Authority, Archaeological Department etc. the relevant no objection certificates from these authorities, if applicable shall be submitted before further C.C.
20. That the requirements of final N.O.C. from (i) M.S.E.B. before completion of work. (ii) PWD road Department before start of work., if necessary (iii) Water Supply Department before completion of work. (iv) Health Department before O.C. (v) NOC from concern Authority for parking etc's shall be obtained before completion of work. (vi)Drainage NOC from concern Authority before completion of work. (vii) To concern Local Tree Authority department and obtain NOC from them before start of work (viii) That the N.O.C. from Collector Dept. for excavation of land before start of work shall be taken & submit to this office.
21. If the land of the subjected project is affecting High Tied Line under red zone then plinth level of building should not be less than height of 0.50 meter above the Red Flood Line level as per clause 11.3 of Prevailing Development control Regulations of Regional Plan Area. Normally the plinth height should not be less than 0.30 meter above ground level or road level whichever is maximum as per UDCPR
22. This I.O.A. is being issued subject to submission of the notarized Comprehensive undertaking on Rs. 500/- Stamp paper in prescribed Performa.
23. That the owner should provide Water supply, Electric Supply & Drainage arrangement & also other basic facilities as their own cost. The NOC of the Same from concern department shall be submitted before issue of Plinth C.C.
24. That all the buildings are required to be designed with the requirements of all relevant IS codes including IS code 1893 for earthquake design (as per Earthquake Zone), the stability certificate as per UDCPR clause No.2.2.15 from Structural Engineer to that effect shall be submitted before issue of Plinth C.C.
25. That the owner / developer shall display a board at site before starting the work giving the details such as name and address of the owner / developer, Architect and structural engineer. A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
26. That the as per UDCPR's Clause No.13.3 Rain Water Harvesting shall be provided also UDCPR's clause No.13.2 where the plot area is more than 4000 sq.m then water heating system shall be provided.

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27. That the Soil investigation will be done and report thereof will be submitted along with structural design and calculations before asking Plinth C.C.
28. That, if drainage line is not available on site, then it is mandatory to provide STP in adequate design approved by concern authority. Also Clause No.13.5 of UDCPR if the BUA is more than 4000.00 sq. m. then, Solid Waste Management shall be provided & as per Clause No.13.4 of UDCPR Grey Water Recycling and Reuse Plant shall be provided for subjected project.
29. That the MAHA RERA registration is mandatory for above project and registered copy for the same should be submitted before asking for further C.C.
30. That the Development Charges payment of Rs.2,58,800/-should be paid before issue of Plinth C.C. & the receipt of the same should be submitted to this office before Plinth C.C.
31. That the labour cess payment of Rs.20,07,130/- should be paid before asking Plinth C.C. If the same amount will not be paid in stipulated time period then उद्योग, ऊर्जा व कामगार विभाग, यांनी जारी केलेल्या शासन निर्णयामधील तरतुदीनुसार the full amount with interest @2% p.m. for delayed period will be recovered from you.
32. The amount of Rs.27,530/- (Rupees Twenty Seven Thousand Five Hundred Thirty Only) to be deposited to the Planning Authority as security deposit before issue of Plinth C.C & shall be forfeited either in whole or in part at the absolute discretion of the Planning Authority for breach of any of the conditions stipulated in the I.O.A. as well as Commencement Certificate for Plinth. Such forfeiture shall be without prejudice to any other remedy or right of the Planning Authority.
33. That the Architect, Structural consultant & Licensed supervisor shall verify the scheme is in progress as per sub-structure, super structure & as per plans sanctioned.
34. All terms and conditions of RERA Act 2016, Unified DCPR, NBC Code and D.P. Remarks will be binding to this project.
35. That the notice in the form of UDCPR shall be submitted on completion of plinth & after that, the plinth shall be got checked by this office staff before commencement of work above plinth/further super structural work. Further work of above plinth should not be started before verification of this office staff & also before issue of Further C.C (work above plinth).
36. That the debris shall be disposed as per the norms of respective Local Authority.
37. That the payments intimated by Executive Engineer, BP/ PMAY/ A /MHADA shall be paid before issue of IOA / Plinth C.C. & if any other outstanding that may be asked by any other Govt. Dept./ planning authority, MHADA or Local Authority, the same shall be borne by the Owner/Developer/Applicant.
38. That the MOA/Agreement must be executed with concerned nodal agency department and copy of the same should be submitted before asking further C.C. All terms & conditions of MOA are binding to this project. The tenements for PMAY should be constructed as prescribed in the MOA /Agreement executed.
39. That the amended remarks of concerned authorities / empanelled consultants for the approved plan, if differing from the plans submitted for remarks, shall be submitted from respective Authorities.
40. That the work should be carried out and the Material testing should be done of all required material as per IS code, Red Book & N.B.C's Specifications & the report for construction materials used at site shall be obtained from Govt. Approved Laboratory as per required frequency.

41. That every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be so located with respect to surrounding ground level that adequate drainage of the site is assured but height shall not be less than 0.30 cm. above the surrounding ground level as per clause of UDCPR.
42. That the proposed actual date of start of work should be communicated to this office. That the quality control for building work/for structural work/supervision of the work shall be done. The monthly progress report of the work will be submitted through the Architect.
43. That all the terms and condition of Central and State govt. G.R.'s/ notification issued time to time which are related to AHP (PPP) under PMAY are binding to this scheme.
44. That the permissible tenements for PMAY & Developer/ Owner should be as per GR issued vide no. शासन निर्णय क्रमांक : प्रआयो/२०१७/प्र. क्र. १२/ गृनिधो-२/शिफारस दि. ११ जानेवारी 2018.
45. That the Water connection for constructional purpose from concern authority shall be taken with prior approval from concern authority and if bore water shall be used for construction purpose then the same water shall be tested from reputed laboratories.
46. That to safeguard the plot is owner's/applicant's responsibility. The plot should be encroachment free. If any type of encroachment/unauthorized construction to be done on the plot area of layout after IOA issued then the same shall be removed by the applicant/owner at his own risk and cost, Planning Authority/PMAY/MHADA is not responsible for the same.
47. The NOC from Airport Authority is mandatory if necessary. & shall be submitted before Plinth C.C. All the terms and conditions of Airport Authority's NOC for subjected project should be adhered to and complied with
48. That the Provisions of the notifications of of dated 14/09/2006, 9/12/2016 & circular of dtd 27/12/2018 of Ministry of Environment, Forest & Climate change should be adhered to the applicant & action to be taken accordingly by applicant.
49. That the if Construction area for subjected project mentioned in plan is more than 20,000.00 sq.mtr. Then the environment clearance from State Level Environment Impact Assessment Authority is mandatory to the subjected project and the same should be obtained from them and shall be submitted before issue of Plinth C.C. The terms and conditions of E.C. are binding to the applicant.
50. That the, if Bldg Height is more than 24.00 m then the Fire / CFO Noc is mandatory and should be submitted before issue of Plinth C.C.
51. If in sanctioned layout there is existing well they the well shall be maintained & shall be protected.
52. Recreational open space shall have on independent means of access.
53. The owner shall have to give an undertaking that the recreational open space shall be for the common use of all the residents or occupants of the layout / building unit as per clause 3.4.2 of UDCPR. The conditions of clause 3.4.2 (i)(ii) of UDCPR is binding on owner / applicant.
54. If, any amendment is required in sanctioned plan then the approval for revised amendment plan is required to be taken by Planning Authority / PMAY/MHADA.
55. That the applicant shall permit the use of the internal layout roads to provide access to an adjoining land of same layout & also shall provided access to recreational Open space & Amenity.
56. That the marginal distances shall be provided as per sanctioned plans & compound wall shall be erected on site for entire layout before asking of further C.C. To insure that

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marginal distance can be measured as per drawing before issuing plinth completion certificate.

57. That the guidelines regarding Blue line & Red line issued by Kolhapur Irrigation Department are binding to the subjected project.
58. The compound wall shall be constructed as per design given by RCC Consultant. Strengthening of compound wall is whole responsibility of applicant.
59. That the applicant shall provide Over-Head water tank and Under Ground water tank to the bldg as per standard design and satisfaction of concern authority.
60. That the applicant shall strictly follow the prevailing Rules /Orders / Notification issued by the Labor Department, GoM from time to time, for labours working on site.
61. That the applicant shall provide at his own cost, the infrastructural facilities (such as internal Access, approach road, channelization of water, arrangements of drinking water, arrangements for commutation, disposal of sludge and sewage, arrangements of collection of solid waste ect) within the plot, of such standards (i.e. standards relating to design, material or specification) as stipulated by the corporation before applying for Occupancy Certificate. Occupancy Certificate will be granted only after all these arrangements are made to satisfaction of the Planning Authority as well as Local Authority.
62. That this I.O.A. is being issued subject to submission of undertaking for NOC of civil aviation if necessary, NOC of CFO, NOC of environmental clearance if necessary before issue of Plinth C.C.. NOC for water supply, electrical & drainage before issue of Plinth C.C. & receipts of No Due Certificate from Local Authority for N.A. Charges or any other charges related to land paid up to March 2022 before asking Further C.C.
63. If Trees are affected to the project then the NOC from concerned Authority is mandatory. The NOC should be taken from concern authority before actual start of work. The No's of trees should be provided as per the concerned Authority's norms before issue of O.C. and with effect that NOC shall be obtained.
64. If any other departments NOC is required other than mentioned in this I.O.A., the same shall required to be obtained and copy to be submitted to this office.
65. That the, if there is a nallah or river existing nearby or on subjected project's land then the NoC or remarks from concern Irrigation Department is required to be obtained before actual start of work & the terms and conditions are binding to the project & to be complied with.
66. That the approach road should be provided for electric substation / transformer also amenity space & R.G.. Also, the adequate space should be provided for waste water treatment & recycling plant.
67. That the R.C.C. retaining wall on both sides of the nallah in the layout should be constructed as per approved design of R.C.C. Consultant.
68. The registered Development agreement between Land owner & Developer shall be executed & the copy of the same shall be submitted before issue of Further C.C.
69. The plot boundary should be confirmed from TILR before actual start of work and fencing/barricade should be provided to whole plot as a boundary before actual start of work.
70. The conditions of I.O.A. shall be binding not only on the applicant but also on his successors and every person deriving title through or under them.
71. **That the Intimation of Approval is given exclusively for the purpose of enabling you to proceeds further with the arrangements of obtaining No Objection Certificate from the Competent Authorities wherever required not for start of subjected work.**

72. **The Construction work will be start only after the Commencement Certificate up to Plinth u/s 45 of MRTP ACT will be issued from EE/BP/PMAY/A**
73. That, if you failed to fulfill the IOA conditions then the commencement certificate will be granted under Section 45 (ii) of the Maharashtra Regional and Town Planning Act 1966, to be withdrawn.
74. That the Planning Authority / PMAY / MHADA reserve its right to withdraw, change, alter amend their IOA/Plinth C.C. letter and conditions mentioned herein in future at any point of time without giving any reason to do so.
75. That this IOA is issued based on available / submitted document. If it is subsequently found that the document/information submitted with your application for building permission are incorrect or forged, misleading then this IOA/Plinth C.C. will be cancelled and applicant will be held responsible for the consequences/losses, if any thereof arises in future.
76. That the Hon. Vice President / Authority, MHADA reserve the right to cancel the building permission (IOA/Plinth CC) without giving any notice.

DA: - one set (4 no's of plans)

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दस्त.क्र. ४९४ /२०२३
४० / ५४

Executive Engineer/B.P.Cell
PMAY/ MHADA

Copy forwarded for favour of information :

1. Arch. Ub architects , 602-B Sarvoday 11.Kher Nagar, Bandra (East) Mumbai 400051, For Information
2. Chief Officer, Nashik Board, MHADA.
3. Commissioner Bodwad Nagar Panchayat.
4. Asst. Director of Town Planning, Jalgaon.

Sd/-
Executive Engineer/B.P.Cell
PMAY/ MHADA

THE SEAL OF THE SUB-REGISTRAR BODWAD

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दस्त.क्र.४७४/२०२३
४८/७४

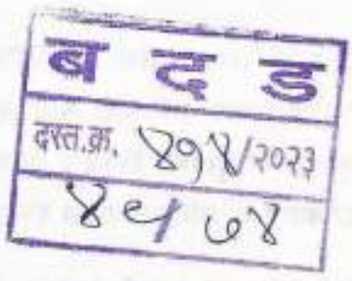
THE SEAL OF THE SUB-REGISTRAR
BODWAD

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महाराष्ट्र MAHARASHTRA ◑ 2022 ◑ 32AA 072899





प्रतिज्ञा पत्र

मी विनयकुमार उत्तमचंद पारख रा जळगाव ,मा. मुद्रांक जिल्हाधिकारी यांचे समक्ष प्रतिज्ञा पत्र लिहून देत आहोत की , मौजे बोदवड ता बोदवड जिल्हा जळगाव , मौजे बोदवड गट नं 36 /2 a क्षेत्र - 1 हे 86 आर (18600 sq.m.) या मिळकतीचा विकसन करारनाम्याचा दस्त अभिनिर्णय कामी आपल्या कार्यालयात दाखल केलेला आहे. सादर मिळकतीचा बांधकाम नकाशा सक्षम अधिकारी यांनी त्यांचेकडील पत्र क्रमांक 031/2023 अन्वये दिनांक 11/01/2023 रोजी मंजूर केलेला आहे सदर बांधकाम नकाशात दर्शविलेले एकूण बांधकाम क्षेत्र - 9175.64 दिलेले आहे व त्यानुसार आम्ही बांधकाम करणार आहोत.

