

- (i) The Developers shall also take suitable insurance policy for the proposed new Building under construction of the adequate value.
- (j) The Developers will at their own costs and expenses, provide new underground submersible pumps with increased capacity (water storage tank) and get increased water connection and will provide adequate water storage capacity in the tank at roof of the proposed new Building as may be approved by the Hydraulic Engineer's Department of M.C.G.M.

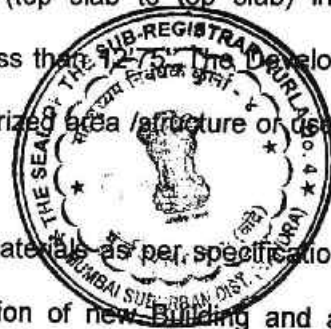
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- (k) The Developers shall ensure that the proposed new Building will be earthquake resistant structure as per requirement of the relevant Indian Standard Code of Practice and requirement of the MCGM. The clear finished height of the Member's new Flat (top slab to top slab) in the proposed new Building/s shall not be less than 9'5" and the clear height of the Member's new shop members (top slab to top slab) in the proposed New Building/s shall not be less than 12'7". The Developers shall not construct any illegal or unauthorized area / structure or use the inflated F.S.I on the said Plot.

- (l) The Developers shall use only quality materials as per specification in the Tender Document for the construction of new Building and also ensure that there is no leakage from the external walls the toilet blocks, kitchen and from the terrace for a period of 5 years from the date of the Occupation Certificate and if any such defect is brought to the notice of

the Developers by the Society and/or the Members within a period of 5

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years from the date of Occupation Certificate, the Developers shall rectify the same at their costs immediately. Provided no structural or other changes/alterations/ breakages have been carried out by the Society or its Members to the new building or their respective Flats/Shops.

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(m) The Developers shall strictly adhere to the rules and Regulations of MCGM and the local authorities, while constructing the proposed New Building. In the event, the Developers commit any breach as a result of which the Society or the Members incur any loss or damage, the Developers do hereby agree to indemnify and keep indemnified the Society and the Members to the extent of loss which the said Society or the Members may suffer.

(n) The Developers shall not assign, encumber and/or transfer the benefits of this Agreement or part thereof to any person or persons without consent in writing of the Society. The Developers shall not mortgage or create any liability or encumbrance on the Security of the said property or the Members' Portion of Flats/Shops in the new building. The Developers shall not have or create or reserve any right on terrace or any common area of the developed property.



(o) On completion of the project, the Developers shall, within 6 months of the receipt of Occupation Certificate, hand over to the Society all documents (original and copies) pertaining to the said Property/ new construction as may have been obtained by the Developers and/or

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their architects from the M.C.G.M./concerned authorities or from the Society which include (but are not limited to) sanctioned plans, I.O.D., MOEF (Ministry of Environment & Forest) clearance, Commencement Certificate, Occupation Certificate, Fire Fighting permissions and RCC drawings, electric layouts, working drawings and completion plan, plumbing and drainage layout, requisite permissions for the elevators, water and electric supply, MBL Connection, Cable Connection, and telephone connection.

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(p) All the applications to M.C.G.M. or other concerned authorities in respect of redevelopment of the said Property shall be in the name of the Society and the Developers agree to hand over the Original/Copies of all important correspondence / communications received and / or addressed by the Developers to M.C.G.M. and other authorities shall be marked /forwarded by the Developers to the Society for its records.

(q) The Developers shall, upon entering the said Property for redevelopment as contemplated herein, throughout hereafter and always save harmless and keep indemnified the Society and its Members and their estates and effects from and against all actions, suits, costs, charges, expenses, damages, fines, penalties etc., resulting on account of any act or omission or any breach, delay or default on the part of the Developers in developing the said Property or any breach of any rules, Regulations, terms or conditions or otherwise.



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(r) The applicable conditions as provided herein regarding Developers Portion shall be incorporated in the MOFA/RERA.

(s) The proposed purchasers shall be enrolled as members of the said Society as per clause 31 hereinabove. The proposed purchaser shall and will also contribute proportionately to the Society fund if any. The

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Developers will also ensure that the Purchasers submit necessary forms; undertakings etc. to the said Society as may be required in law.

(t) The Developers shall comply with the directions of the PMC provided that such directions are in accordance with the terms and conditions of this Agreement.

(u) The Developers shall carry out the redevelopment notwithstanding any claim received from any person or persons in respect of the title of the said Society to the said Property and/or title of the Members to their respective existing Flats/Shops so long as there is no order passed by a



competent court restraining the Developers to continue with the redevelopment.

(v) The Developers shall have no lien, charge or claims over the said Property or to the sanctioned plans, permissions, working drawings and other documents pertaining to the construction/development and the same shall on the Society invoking the Bank Guarantee as per the terms of this Agreement be handed over to the Society on demand without claiming any lien for costs or otherwise whatsoever.

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- (w) The Developers confirm that they are financially stable and sound for undertaking the terms, obligations and conditions under this agreement and they shall undertake to pay all the necessary taxes including the property taxes and maintenance and other charges to the Society after handing over the charge to the said Society i.e. after obtaining the Occupation Certificate, in respect of the unsold Developers' portion.
- (x) The Developers shall at their costs, take necessary legal action against the non consenting members who are not vacating their respective premises for redevelopment of the said Property and the Society shall co-operate with the Developers for the same.

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36. It is hereby further agreed by and between the parties:

- (a) Any refundable deposit which the Developers shall have to pay to MCGM or any concerned authorities in relation to the development of the said Property whether in the name of the Developers or in the name of the Society, the Developers alone shall be entitled to get the refund of such deposit directly from the concerned authorities and in order to enable the Developers to obtain the same, the Society shall sign all the writings, applications etc. as may be required by the Developers. In the event, any of such deposit is refunded directly to the Society by such authorities, the Society shall reimburse the same to the Developers.



- (b) Before the Developers submit the plans for construction of the new building and other structures on the said property to MCGM and other

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