t) The Developer shall insure all the workmen employed / engaged in construction work, if necessary and shall bear and pay all the premium, renewal premium and other expenses of in connection with such insurance policy.

u) Developer alone shall be responsible for compliance of the labour laws as may be applicable from time to time such as minimum wages Act, Workmen compensation Act, Contract Labour Prevention of Child Labour etc. in connection with and in respect of construction works, workmen, employees and staff employed by the Developer and they the Developer shall alone be responsible for any breach of the statutory provisions applicable to the redevelopment of the said property of the Society and shall bear all liabilities in respect of workmen so employed, engaged in the construction work and any consequences of the work of construction undertaken by the Developer at site.

v) The Developer will take all safety measures to avoid any untoward incidents, accidents, to the public and the neighboring residents and take out insurance to cover third party claim arising in the course of the work of demolition, redevelopment and construction of building on the said property of the SOCIETY.

w) The Developer shall take utmost care precautions to avoid nuisance of dust and sound to the neighboring occupants and or the passers by the site of the work of construction.

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x) The Developer do hereby undertake to indemnify, keep indemnified and save harmless the society, its members and assets against any claim, demand, charges, proceedings, prosecutions, fine, penalties or loss suffered or caused to be suffered by the society and its members on account of the work of the demolition of the existing buildings, redevelopment and construction being undertaken by the Developer upon the said property of the SOCIETY.

39) The Society shall obtain declaration from each member as to whether their individual flat/shop is under any mortgage or lien or encumbrance. If there is any subsisting mortgage, lien or encumbrance on any of the existing flat/shop then the society shall obtain necessary undertaking from the concerned member that he/she/they will obtain NOC if required from such Bank/Financial Institution for demolition of their existing flat/ shop for redevelopment of their flats/shops before registration of Individual Agreement for Permanent Alternate Accommodation and shall also obtain indemnity bond from the concerned member in favour of the Developer for any loss is caused due to delay and/or default in obtaining NOC. If such NOC is not given by the concerned member within specified period as mentioned above, then the reimbursement of monthly rent/license fee for the alternate accommodation payable to the members concerned shall not be disbursed till production of NOC from the concerned authority or authorities.

40) The Developer shall at their own cost, expenses, risk and consequences obtain all the necessary approvals and permissions that may be required under statutes, rules, regulations, notifications, ordinances, any judicial or quasi-judicial orders from any competent authorities including Thane municipal corporation, planning authority, or any other concerned State/Central/self government sanctioning Authority, as may be concerned with the development of the said property etc. such as Tree NOC, CFO NOC, Aviation NOC, MOEF NOC/ Environment NOC, High Rise NOC, Highway NOC, if any, etc. that may be required from time to time for commencing, carrying out and completing the work of redevelopment of the said Property. The Society shall render necessary help and assistance that may be required by the Developer in order to obtain such approvals and permissions.

41) The Developer shall construct new building/s up on the said property of the SOCIETY comprising of podium, stilt and maximum number of upper floors, as per the plans/specifications approved by the society and sanctioned by the TMC or any other concerned State/Central/self government sanctioning Authority, as may be concerned with the development of the said property and other concerned competent authorities for the new Building/s equipped with all the Amenities.

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42) After securing the commencement certificate from the planning authority/sanctioning authority, the Developer shall carry out and complete the work of construction of the buildings in accordance with the plan and specifications approved and sanctioned by the Municipal Corporation or any other concerned State/Central/self government sanctioning Authority, as may be concerned with the development of the said property within a period of 36 months from the date of taking vacant possession of the existing buildings. In the event of any delay in completing the construction of the Building/s on account of any justifiable reasons and convincing to the SOCIETY, **the period of 36 months will be extended to a further period of 6 months as grace period.**

43) The Developer is free to amend or revise the building plans with respect to the Developer's sale portions and/or sale Building/s/wings without prior consent/approval from Society/PMC, provided such changes does not affect the area of Members' Premises and common amenities and shall be in confirmation with the DC Rules and Regulations of TMC or any other concerned State/Central/self government sanctioning Authority, as may be concerned with the development of the said property. The Developer shall submit copy of such amended or revised building plan to the Society before approval of such changes by the TMC or any other concerned State/Central/self government sanctioning Authority, as may be concerned with the development of the said property.

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44) The Developer shall finance the entire cost of construction including fees, premium, charges and deposits of all kinds to be paid to TMC or any other concerned State/Central/self government sanctioning Authority, as may be concerned with the development of the said property, Government bodies or authorities concerned. For that purpose, the Developer will be entitled to raise fund by taking loan from the Bank or other financial institutions without creating any lien, charge and encumbrances on the flats and shops agreed to be provided or allotted to the members of the society. Save and except the flats, shops and parking slots allotted to the existing members and the society as mentioned above, the Developer will be entitled to create lien, mortgage, charge in respect of Developer's entitlements of, flats/shops/ units/parking as well as Development rights in favour of bank, financial institution or any NBFC as a Project Finance and Developer shall furnish list of flats/shop/units encumbered with such charge, lien, mortgage etc. to the society on obtaining OC for building/s on respective plot/s. The society hereby give consent for the same and no separate NOC required by the society. Inspite of this any further NOC is required from the Society, the Society shall give the same to the Developer without any delay.

45) The Developer will be entitled to construct temporary sheds with due permission from the concerned authority, if required, on the said Property during the period of construction of the proposed buildings for storage of

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