

any of them have or have granted any right of way, easement or license or any other right to any person over the said properties that no such right have become effective by prescription or otherwise howsoever and that none of the Owners or occupiers of the adjoining or their tenants or the public uses or have lawful access to any part thereof to the said properties for passing and repassing between any points within the said properties, and that no main electrical lines and/or the water mains are laid alongside of the said properties.

- (e) The Development Agreement is executed by the Developers in good faith on the basis of the aforesaid declarations and other declarations made by the Owners.

37. The Developers shall at their own costs construct building/s on the said property and they shall be entitled to entrust the building construction work to such person/s as they may think fit and proper and all the payments and expenditure in respect thereof shall be made and provided by the Developers and the Developers shall indemnify and keep indemnified the Owners against all such payments. The Developers shall be responsible for the fulfillment of the observance and performance of such building contract.

38. All costs, charges and expenses whatever for aforesaid development of the said property including fees of architects, consulting engineers, R.C.C. specialists and contractors and water charges and electricity charges be borne and paid by the Developers. The Developers shall also bear and pay all the deposits of various Government and Semi-Government organizations like MTNL, MCGM etc. including premium payable for utilizing the FSI of the staircase and balcony and further amounts by way of premium and/or penalty in deficiency of open space including all costs, charges and expenses of obtaining IOD, Commencement Certificate, Occupation Certificate, Building Completion Certificate. The Developers shall also purchase the maximum permissible outside TDR FSI at their costs for the proposed development. All the property taxes during construction period shall be borne and paid by the Developers. However, the Owners will pay only the land revenue charges till the time the Construction is fully complete. It is specifically understood and agreed that after the receipt of the Occupation Certificate, the Municipal Taxes, Water and Electric Charges and Maintenance Charges will be borne and paid proportionately by the parties hereto. If any flats/shops are sold, the party selling the same will be entitled to recover the same from the purchasers.

39. The Developers shall discharge the following obligations:-

- (a) They shall at their own costs, charges and expenses, to develop the said property and construct the building consuming agreed F.S.I. and outside T.D.R.

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- (b) Incur expenses toward obtaining Completion Certificate, payment of various nature to be made to the B.M.C. in that regard.
 - (c) To construct the building, on the said property consuming full available FSI of the said property and provide therein all the amenities, listed in ANNEXURE "A" hereto.
 - (d) To discharge alongwith the Owners, all the obligations under the provisions of Agreement for Sale of Units with the Flat purchasers under The Maharashtra Ownership Flats Act qua the Flat purchasers.
 - (e) In respect of construction and defect liability under the Maharashtra Ownership Flats Act, the Developers will be alone responsible.
 - (f) On the completion of the entire development to its' full potential, including F.S.I., T.D.R. F.S.I., in co-operation with the Owners to form a Society of the unit purchasers and take steps to convey and transfer the said property together with the building to the Society by executing a Deed of conveyance wherein the Owners shall ensure that the First and the Second Owners convey the property and the Owners and the Developers shall be the Confirming Parties in favour of the said society.
 - (g) The Developers shall complete the construction of the building in all respects consuming the agreed F.S.I. and T.D.R. as provided under this agreement.
40. The Developers alone shall be responsible for carrying out the construction of the said buildings and on the Developers paying to the Owners the said security deposit the Owners shall permit the Developers to enter upon the said property to carry out the construction of the said buildings. It is further agreed between the parties hereto that the judicial possession of the said properties shall always remain with the Owners.
41. The Developers shall bear and pay in the name of the Owners assessments payable to BMC/Government in respect of the said properties and/or the said buildings for the period commencing from the date on which the Developers enters upon the said properties and all the assessments, payable prior thereto shall be borne and paid by the Owners.
42. The Developers doth hereby agrees that from the date the Developers is permitted to enter upon the said properties, or first C.C. the Developers shall pay the municipal taxes, revenue assessment, the tax towards the land under construction, betterment charges and all other taxes, charges and levies payable in respect of the said properties, as also the outgoings payable to any Government or Semi-Government Body and that the Owners shall not be liable and/or responsible for payment of any of the said amount.

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