

the same are approved by the society in its General Body Meeting and shall thereafter obtain from the MCGM(as the case may be) approval/sanction to the layout plan and building plan ("sanctioned plan") and Intimation Of Disapproval ("IOD") .Any subsequent amendments to the sanctioned plans will be made only with prior written approval of the society which shall be as approved in its General Body Meeting provided however the area ,floor and the location of the Permanent Alternate Accommodation agreed to be provided under these presents is not reduced /changed by any extent nor the location and floor of the flats agreed to be allotted to the member, is changed and the right of the member to acquire Permanent Alternate Accommodation is not adversely affected.

(d) The developer shall give minimum 30 days notice to the existing members to vacate the flats after fulfilling the terms and subsequent issuance of I O D by the M C G M in favour of our society's project.

(e) The developer shall give to each existing member of the society new flats with their existing usable area plus and additional pure usable carpet area of 30% in addition to the existing usable area presently occupied by the members ,free of charge. The additional pure usable carpet area which shall be given by the developer to each of the existing member of the society and the actual area in possession of the members and the total usable Carpet area receivable by the existing members under this agreement with their names is annexed as **Annexure -K**.

(f) The developer shall construct the new building consisting of stilt/podium plus maximum floors, strictly subject to the approval of MCGM and all other relevant government authorities. The developer shall not construct any additional floors/extensions, over and above the approved F S I. i.e. (2.70) without any prior approval from the MCGM and the society. Any such violations / attempt to violation, in this regard on the part of the Developer, shall be a grave material breach and in such an event ,the developer only shall alone be held responsible for such violations and breaches, and also even be liable to be terminated from the contract on discovery of such breach and all the remaining deposits and bank guarantees shall stand forfeited with effect from the date notification of such breach, in addition to the all other legal actions initiated by the local authorities in that context, against the Developer.

(g) Within 30 days of;

(i) Submission by the developer of the certified copy of the sanctioned plan and IOD (with aggregate FSI) to the society and

(ii) On developers providing /paying the Bank Guarantees, Balance 90% of hardship compensation and payments of displacement

compensation for all the 60 members in advance by way of 2 single cheques for the first 2 terms of 11 months (term 1st cheque with vacating day's date and for 2nd term's cheque with date of 1st day of the 11th month of first term) each together and PDC cheques for the final (third) term, if required, in advance as specified in 11 (1) iii (see box), hereafter.

(iii) Executing the Individual Agreements with the existing members of the society, the vacating members shall make their own arrangements for temporary accommodation elsewhere and hand over quite, vacant and peaceful possession of their respective flats to the office bearers of the society/ developer and the society shall hand over vacant possession of the flats to the Developer for the purpose of Redevelopment of the property of the society.

b) The vacating members will not be required to vacate their respective flats until the Developer provide a copy the sanctioned plans/IOD to the society, Bank guarantees and Displacement Compensation and executed the Individual Agreements, and realization of the proceeds of 90% of the remaining hardship compensation as well as the agreed displacement compensation, brokerage and shifting charges, in terms of this agreement.

i) Penalty will be levied on delay on the part of the Developer at every stage in obtaining. IOD, plinth C.C./further full C.C./full O.C/B.C.C. etc. If developer fails to obtain the required permissions from the M.C.G.M./concerned authorities within the specific time frame, as mentioned elsewhere in this agreement.

j) Developer has to submit Project Management Schedule (Time Schedule) explaining the stage-wise construction & abide to it to complete the project on time.

k) Time of making the payment to the members is mandatory and if there is any delay occurs on the part of the developer to pay the said balance amount of 90% of the Hardship Allowances shall not be construed as the default on the part of vacating members and the society.

l) Displacement compensation (Alternate Temporary Accommodation)

i) The Developer shall pay the displacement Compensation to the each existing members towards their Alternate Temporary Accommodation at the time of vacating their respective flats

according to the details given in the **Annexure -N** and hand over all the cheques in advance ,together to vacating members: i.e. for rent, brokerage and transportation charges as mentioned in the box below

ii) The Developer shall pay Displacement compensation to each member for the period commencing from the date of giving vacant possession of existing flat till the last day of the month in which the Developers give notice to each member informing that newly constructed flat is ready for occupation with Occupation Certificate obtained from MCGM and that each member shall take possession thereof.

iii) Displacement Compensations Agreed Schedule for (3 terms of 11months)

Term	Period covering	Rate per sq.ft., per month	Brokerage	Shifting	Cheque issuance date
1 st	1 st . to 11th. Month	@ Rs. 48/- or Market rate, whichever is higher	Equal to one month rent	Rs.15,000	Current date, for a total rent for 11months term, in advance
2 nd	12 th . to 22 nd Month	@Rs. 53/- or Market rate whichever is higher	Equal to one month rent	If required	PDC dated, 1 st Day of 11 th Month, for a total rent for 2 nd 11months term, in advance
3 rd	23 rd .month Till the possession date /full OC.	@Rs. 58/- or Market rate whichever is higher	Equal to one month rent	If required	PDCs starting from the 23 rd month dated, 1 st Day of Month, , if required, till possession/full O C

Compensation date would be effective / start from the 31st day of the notice given by the developer after being obtained the OC from the MCGM & payable by the developer till the last day of the month of providing the Possession with Occupation Certificate for the New building to the existing members as per this agreement

iv) The payment of monthly displacement compensation shall stand discontinued from the "first day" of the next month in which the Developers obtain and hand over a full Occupation Certificate from the MCGM and offer the newly constructed flats to the members for occupation.

v) The Developer shall pay equivalent to one month displacement compensation/license fee as brokerage charges to each of the vacating member of the society towards the temporary alternate

accommodation, displacement compensation cheques as mentioned heretofore in advance.

vi) It is further agreed that the Developer shall pay one month's brokerage charges to the existing members towards their temporary alternate accommodation for renewal of the license on every 11 months, one month before the commencement of next license period. The same shall also be paid along with the 2nd 11 month terms cheque.

vii) The Developers shall pay lump sum amount of Rs.15,000/- (Rupees Fifteen Thousand Only) to each existing member at the time vacating the premises in advance along with all other mandatory payments such as displacement compensations, balance of 90% of the Hard ship allowance ,brokerages etc. as already agreed manner, towards the transportation Charges of their household goods Shifting/re-shifting to alternate temporary accommodation and back. The developer further agrees to pay the additional shifting charges to the existing members in the event of any member happen to shift his/her alternate temporary accommodation on termination of the leave and license agreement by the licensor.

viii) It is further agreed that, if the Developer fails to complete the construction even within the agreed period of 30 months (including the grace period of twelve months), the developer shall continue to pay the increased/enhanced displacement Compensation to each member on their existing area as specified under ANNEXURE-D for a further period of 11 months in advance or till the end of such extended period with a 10 % increased in rent rate upon the previous term's rent per sq. ft. on the existing carpet area of each member, beyond the 33 months, until the developer obtains the full occupation certificate for the new building from MCGM and hand over the possessions of the flat/car parking spaces to the existing member till the subsistence of this Agreement. In no circumstances the rent shall be stopped by the developer till the handing over possession of new flats to the existing members along with O.C. (Occupation Certificate).

ix) The Displacement Compensation paid to the existing members will be unconditional and non refundable. Nonpayment of the same may be termed as material breach of this agreement. Force Majeure clause as defined in the agreement will not be a reason for nonpayment or to stop payment of the Displacement compensation to the existing individual members.

x) The developer shall hand over the cheques of displacement compensation, brokerage and the transportation amount and the balance (90%) of Hardship compensation etc drawn in individual names of the existing members, to the Managing Committee as mentioned and agreed heretofore, along with true copy of the obtained IOD to enable the society to expedite the vacating process of the society premises. The Managing Committee is entitled to retain with them the above cheques of all the existing members till the Managing Committee is fully satisfied that the said member has peacefully vacated his/her flat.

12) It is expressly agreed and understood that upon the execution hereof, the society shall grant to the Developer, a license to enter upon the said property for the purpose of carrying out the redevelopment work, as contemplated under the terms hereof as stated hereinabove. In any event, it is expressly agreed and understood by and between the parties hereto that what is granted and what is intended to be granted by the present agreement is a right to the developer to redevelop the said property, in accordance with the Tender terms and conditions and also the terms hereof and the Developer shall not at all be entitled to transfer the benefit of this agreement to anyone else in any manner whatsoever nor shall the Developer be entitled to mortgage said property scheduled hereafter or any part or parts thereof to any Bank, Financial Institution or any other person or persons for the purpose of raising money for carrying out the development work of the said property or otherwise howsoever, except sale component from Developer's quota.

13. After the issuance of the sanctioned plans and IOD (with aggregate FSI, Fungible), the developer shall forthwith provide a certified copy thereof to the society and, thereafter, at its own cost and expenses, shall and comply with the requisite terms and conditions of the IOD and obtain from the MCGM the commencement certificate for the commencement of the development/ construction of the property, within two months from members handing over vacant possession of their respective flats to the society. The society shall record the date of handing over the premises of the existing members flats to the developer.

14. The Structural specifications shall be as per the society's requirements and its Architect/structural Engineer's guidance. The new building shall be provided with the common Amenities, Society Office, Fitness centre as per MCGM norms, Security cabins, water pumps and lighting of the common area, Lifts, stairways, passages. Cable wiring/installation, internet telephone wiring, intercom. Rainwater harvesting system, garbage disposal, paver blocks to be

laid in the society compound etc as more particularly stated in the list of amenities with specifications annexed hereto as **Annexure-L**. The Developer shall arrange and hand over to the society, suitable warranties and provide free maintenance for minimum two years towards all the electrical, electronic, mechanical and all other installations provided in the common amenities (both internal and external) of the society's new building.

15. The Developer shall, in accordance with the tender terms and conditions, shall pay to the society a total sum of Rs 30,00,000/- (Rupees Thirty Lakhs only) towards taking care of the professional fees of the professionals engaged by the society, such as the Legal consultant Architect, RCC consultant, site supervisor, etc. The disbursement of aforesaid fees will be as under:-

- a) 50% on vacating from existing premises
- b) Balance 50% as and when required by society and will be disbursed within 7 days (seven) on society's written request.

16. The Developer shall obtain at their cost the necessary Approvals/Permissions from the Government authorities including for various plans and designs as approved by the society. The Developer shall obtain the various Approvals/Permissions such as sanction of Plans and estimates including electrification and installation of Lifts, separate electrical Sub-Station if required, from the requisite Government Authorities, external electrical connections from Reliance Energy/Tata Power, water supply bore well, sanitary arrangement, internal roads, landscaping, street lights, storm water drains, safety measures such as fire fighting, lightning conductors etc from the Government Authorities. For obtaining such sanctions from the respective Government Authorities, all fees/license fees and costs for such sanctions shall be borne by the developer. The Developer shall ensure that the plans, designs and construction of the project conform to the Legal requirements specifications and sound engineering practices and to the approval/Permissions obtained including compliance with conditions thereof, if any.

17. The developer shall raise the ground level of the entire property by 2 feet to 3 feet above the highest D.P. road level/projected elevation in the immediately surrounding area at the time of starting the construction.

18. The developer shall provide clear height from the floor to ceiling of all residential flats of minimum 3.05 metres (subject to MCGM permissible norms). All the rooms of the flats shall be provided with adequate provisions for natural light entry in to the flats and have sufficient cross ventilation for the Fresh Air Circulation.

19. The developer shall provide the highest order of workmanship & substandard work or workmanship will not be tolerated under any circumstances. In case of any substandard work the developer will have to rectify the defect and replace the sub-standard material/good as per the terms and conditions of this agreement.

20. The developer shall maintain and use the quality material of pre approved make and same shall be open for inspection to the society and it's Architect. During such inspection they are entitled to draw samples of materials used at site during the construction and, have tested the same by appropriate laboratory.. The developer shall ensure the quality of the construction and material if found substandard quality on site then the same shall be shifted out of the site and replace the same with new acceptable materials and rectify the defect of low standard of construction at the developer's cost. The PMC of the society also would inspect the building after receiving the notice of completion from the developer.

21. The developer shall allow vacating members to remove their fittings and fixtures, interiors, furniture etc. The developer shall be entitled to carry out all investigations including locating service lines such as water supply pipe line, bore well ,SW drains sewerage lines ,electrical and telephone lines MGL gas lines and shifting these lines at their own cost ,temporarily during the construction to keep them in service till permanent arrangements are made as part of the project.

22. The developer shall give to each member of the society New flats with their existing usable carpet area plus an additional pure usable carpet area of 30% in addition to of the existing usable carpet area presently occupied by the member, on Free of Charges. A detailed statement comprising such additional pure usable carpet area offered free of charges which shall be given by the developer to each of the present member of the society, PLUS the actual area presently in possession of the members, and the total usable carpet area receivable by the existing members under this Agreement, with their respective names are provided and annexed as **Annexure-K** hereto.

23. It is agreed that developer shall provide standard quality and uniform amenities for each flat and on the each floor in the said new proposed building. A list whereof is attached hereto as **ANNEXURE-L**.

24. The developer agrees to provide a 10% discount on a purchase of maximum 100 sq ft carpet area to the existing members, out of their total

purchase of additional area, whoever desires to purchase over and above their free of cost entitlements as specified in the annexure -K, at a market rate prevailing at the time of signing of this Agreement.

25. The Developer shall pay the cost and expense on behalf of the existing member's flats, including payment of stamp duty, and registration charges, Service Taxes and Vat payable for the members existing area plus the additional area of new flats to be allotted free of cost by way of Individual Agreements, and all other related documents of the existing members with respect to their flats. However the costs and charges of stamp duty, registration, service tax and Vat, of the additional area purchased, over and above of the area allotted on free of cost by the members shall be borne by and paid by the said members themselves.

26) Car parking shall be single level for existing members and the access to the car parking are direct through internal road and or ramp.

27) The Developer shall provide one single level car parking space to the each existing 60 members and the remaining parking shall be given to the developer to allot it to prospective new purchasers of the flats in the new building on such terms and conditions as developer deem fit and proper. The car parking spaces shall be used by the members and the prospective members/purchasers of the flats for parking their own vehicles and shall not be used for any other purpose.

28. The Developer hereby agrees to and consents that the project shall be completed with a maximum period of 30 months from the date of last member vacating premises.

29. The Developer hereby agrees to obtain the IOD from MCGM in favour of society's project within 2 to 4 months from the date of approval of plans by the General Body of the Society.

30. The developer shall not resume the construction without obtaining the commencement certificate from the MCGM. Any such violations or laid down regulations shall deemed to be a severe Material Breach of this agreement/contract and the developer would be liable to be terminated and all the investment /disbursements made till that date shall be forfeited as soon as the violation of C.C. is detected.

31. The Developer hereby affirms and confirms that from the date of execution of this agreement till the completion of the project, if any additional FSI accrues, by virtue of any increase in due to the change in future DCR over and above 2.70 FSI from the property described under the schedule hereunder written, the same shall be shared by the society and the Developer in a proportion of 50:50 per cent respectively in net profit after deducting all expenses, which is clarified as herein below:

a) If there is increase in FSI before demolition of the existing building or before the commencement of the project then in that event the additional FSI available after deducting all the expenses as per market rate, balance potential over and above carpet area of 2.70 FSI will be shared equally by both the parties hereto, however cost and all expenses shall be determined by Society's P.M.C. and Developers Architect on actual basis and will be final and binding on both the parties hereto, and proportionate carpet area will be shared by all among the members and accordingly plans will be changed.

b) If there is any increase in FSI after the completion of plinth and/or during the progress of the project then in that event the same shall be shared in equal proportion by both the parties in net profit after deducting all the expenses i.e. BMC premium, construction cost and all other levies of MCGM and Government etc., equivalent carpet area of society's share will be handed over to the society in the form of ready flats on free of cost.

32. It is agreed by parties hereto that on the completion of the construction of the proposed building and within 6 months of the receipts of full occupation certificate of the entire building, if the developer are not able to sell /allot all the flats in the sale components in the proposed building, the society hereby agrees and undertakes to admit the Developer as the member of the society in respect of unsold /un allotted flats from the sale component. The Developer will be liable to pay to the society all out goings including maintenance charges and taxes, in respect of the unsold flats or premises from the date of receipt of occupation certificate till the date of sale of such remaining flat from the developer's premises by the Developer. As and when the said flats are sold by the Developer, the society hereby undertakes to admit the Purchaser of such flats as members in the society on fulfilling all the required formalities. The society shall not be liable to admit the prospective purchasers as members in the society until the Developer fulfill all the terms and conditions agreed as per of this agreement.

33. The time for giving of Bank Guarantee as mentioned in clause No 6, as per this agreement, maintenance of the initial security deposit as mentioned

under the clause No 5 , payment of Hardship allowance to existing Members, as mentioned in the clause No 4(a) (i) & (ii) and advance payment Displacement Compensations) to the existing members towards their Temporary Alternate Accommodations, brokerages, shifting charges etc as mentioned under the clause No11 (l) , and sub clause (i) to (x) (see Box) is the essence of this Agreement. Failure in compliance of any of the clauses shall also be a material breach committed by the Developer.

34. REPRESENTATIONS BY THE SOCIETY

- (a) The society has the absolute right and authority to enter into this Agreement and have not done or in future shall not do any act of commission or omission whereby the rights of the Developer under this Agreement may be prejudicially affected. The society has the necessary powers to grant the Re-development Rights with respect to the property to the Developer in the manner as provided in this Agreement. All the resolutions of the General Body Meeting for the grant of the Re-development rights with respect to the property to the Developer have been passed, in duly convened meetings of the society, in accordance with the bye-laws and regulations of the society.
- (b) The Society declare that the said building is presently occupied by 60 members occupying their respective premises as mentioned in the **Annexure D** are the absolute legal and beneficial owners of their respective flats and have a clear and marketable title .No other person(s) have any claim or interest of whatsoever nature by way of sale, exchange, lease. All the members have agreed for re-development of the said Property and further agreed to vacate the premises held by them for eventual demolition thereof and for the purpose of constructing a new building by the Developers herein after the conditions required for vacating the premises as per this Agreement are fulfilled.
- (c) The details of existing members names, No of shares held ,its Distinctive numbers and the Carpet area presently in possession in the premises/flats presently occupied by the respective members are as mentioned in **Annexure-D** hereto.
- (d) The Society has not entered into any Agreement or MOU with any other party for development of the said Property nor has the Society taken any amount from any party as and by way of consideration or deposit or earnest money for development of the said Property.

(e) That there is no case or any legal proceeding against the said Society filed by any person/persons or party in respect of the said Property whereby the Society is prevented from entering into this Redevelopment Agreement or from redeveloping the said Property and that the said Property of the Society is not affected by doctrine of lispendence of any Court matter. There is no litigation pending in respect of any of the existing flats, nor any of the flats is attached by any Government authorities.

(f) The Society have agreed to vacate the premises presently held by them after receiving 30 (Thirty) days advance written intimation to the Society in that behalf or within 30 (Thirty) days from Developers and Society executing individual Agreement with members and fulfilling all the financial commitments made to members as per this agreement, whichever is later, in order to make available to the Developers the said building for eventual demolition thereof and for the purpose of constructing a building on the said Plot of Land. However before vacating the premises the Developers shall satisfy the Society that the required T.D.R. is purchased in the name of the Society that I.O.D. is obtained from M.C.G.M. and that required Bank Guarantee is furnished to the Society.

(g) The Society represents that the members have already executed the necessary consent letter/ confirmation/ declaration for the said redevelopment of the said Property and on execution hereof the Society shall hand over the true copy of such consent letter/confirmation/declaration to the Developer.

(h) Save and except as otherwise provided in this Agreement, the title of the society to the plot land and the existing building is clear and marketable and free from all encumbrances by virtue of the ownership granted to the society by way of Unilateral Deemed Conveyance by competent authority, the Deputy District Registrar Mumbai(4) under the conferment of his powers under section 5A of Maharashtra Ownership Flats Act 1963 issued by Housing Department of Government of Maharashtra, on 23 June 2008 and amended the same on 25th Feb 2011 and registered the said Unilateral Deemed Conveyance Deed with the registrar of assurances under the serial No.39M ,receipt No.53 on 3rd January, 2015. Subsequently the office of the city survey has transferred the ownership of the plot scheduled hereafter and issued the Property card of the said plot in the name of the society on 23-06.2015 .Further the society's land & building has

been under the property tax assessment of The Asst. Assessor and Collector "R"(North) ward under A/C No.RN0710320270000.Copy of Assessment Bill is Annexed hereto marked as **Annexure -R**

35. Developers obligations in Obtaining Permissions and Sanctions:

- (a) The Developers shall apply for and obtain in the name of the Society sanction of plan and I.O.D. consequently the Commencement Certificate (C.C.) from M.C.G.M. for construction of new building on the said Plot of Land and Occupation Certificate after completions of construction work.
- (b) The Developers shall be entitled to submit in the name of the Society to the Municipal Corporation (MCGM) and all other concerned authorities, the plans approved by the society and get the same sanctioned for getting the said Property re-developed.
- (c) Upon the Society causing its members to vacate their respective premises and handing over the same for demolition to the Developer, the Developer shall take necessary steps so as to apply for and obtain Commencement Certificate from the Municipal Corporation of Greater Mumbai to commence construction of new building on the said Property within period of two months from last member vacating their premises.
- (d) Upon obtaining Commencement Certificate the Developer shall commence and complete the construction of the new building by use of the development potentiality available in respect of the said property as "Base Land" and the benefit of T.D.R. and fungible F.S.I. as per prevailing the DCR regulations, on payment of premium or such other amount to M.C.G.M. and/or State Government and/or any other authority. It is also agreed that the Society and the Members will not be responsible for any consequences arising out of change in D.C. Regulations or Reduction in TDR FSI, after issuance of I.O.D. or commencement certificate (C.C.). **बल - ५/ 2443 26 193L** the Developer shall not reduce benefits offered to the members under this Agreement. **2026**
- (e) The construction of new building by use of the development potentiality of the property further F.S.I., T.D.R. and available F.S.I. on payment of premium shall be completed within 30 (thirty) months (including 12 months grace period) from the date of the last member of the Society vacating the premises, and Society handing over possession of the said Property for eventual demolition of the said Building, whichever is later.

(f) In case the Developers fail to complete the construction and handover the possession of the said Property subject to force majeure, if the project is delayed beyond 30 (thirty) months from the date of the Society handing over vacant possession of the said Building for subsequent demolition for re-development of the said Property, the Developers shall continue to pay the Displacement compensation on the existing carpet area of the members per month in the manner as specified under the clause No 11 (i) sub. Clause (ii), (iii) & (viii) till the developer obtain the Occupation Certificate..

36. NEW PREMISES:-

In lieu of the existing premises of the members the Developers shall provide to the Society in all, 60 flats in the new building that shall have been constructed on the said Property as is hereby envisaged, one flat to each of the existing members of the Society. Since the Developers have agreed to give free of costs to each of the existing members of the Society 30% additional carpet area than the carpet area of the flat/s presently allotted to and occupied by the respective existing members of the Society, the carpet areas of the flats in the new building to be provided to the existing members free of costs are set out in the statement being annexed as **Annexure-K** hereto.

a. It is further agreed that, if any member desires to purchase additional carpet area, over and above the existing and the area given by the developer on free of cost as set out in the **Annexure-K**, and as per this agreement then the same will be offered to the members at a discounted rate of 10% on an area of maximum of 100 square feet, at the prevailing market price, at the time of executing this Agreement. However, the costs, charges and expenses, stamp Duty; registration of the additional area purchased by the members shall be borne and paid by the said members themselves.

b. The Society shall allot the said 60 newly constructed flats to the each existing member of the society as per this agreement, for a total carpet area as agreed and mentioned in the **annexure -K**.

(37) Amenities:-

i. The Developers shall provide amenities in new building and individual flats as per **Annexure-L** hereto and the same shall be provided at the cost and expenses of the Developers alone. It is further agreed that the workmanship shall be of excellent quality and all the amenities and

facilities as provided in **Annexure-L** will not be reduced under any circumstances and there will be no discrimination by the Developer as regards the quality of construction for existing and new incoming members. Also the elevation of the building for all members will remain same.

- ii. The Developers shall provide Society Office free of F.S.I., as provided under D.C. Regulations, as per MCGM approval norms in the new building to be constructed on the said Property.
- iii. The Developers shall provide Security cabin, Fitness Centre and a common and servants toilets, free of F.S.I. as provided under existing D.C. Regulations, in the new building to be constructed on the said Property.
- iv. The Developers shall provide/reinstate piped Gas Connection, Inter Com cable TV provisions to each flat, electrical connections, MTNL lines with meters, electrical and electronic fittings.
- v. The Developer shall provide two passenger lifts in each wing of the new building, ultra modern high speed elevators of OTIS/SCHINDLER make with specific safety devices i.e. Automatic Rescue Device (ARD) as per the PWD norms, digital floor indicators, intercom and all the required safety provisions installed and also shall provide appropriate warranty and one year free maintenance agreement from the lift manufactures'.

38. Car Parking:-

The Developers shall provide free of costs to each of the existing members of the Society, Single Level car parking space. The developer shall provide podiums with ramps, as permissible under D. C. Regulations and/or as per the policy of the M.C.G.M. upon redevelopment of the said property. The actual allotment of the entire parking spaces coming to the Society's share in the society will be allotted by the Society as per its discretion. The balance car parking spaces, if any, will be available to the Developers. The Developers shall be entitled to freely allot the remaining car parking spaces to the purchasers of the new flats at their sole discretion on principal to principal basis without holding the Society liable for the performance of the terms and conditions of the Agreement between such purchasers and the Developers. The Society and the existing Members shall not object for the same on any ground whatsoever nor challenge the same in court of law;

39. OBLIGATIONS OF THE SOCIETY:-

i. The Society shall hand over vacant and peaceful possession of the premises in their possession in the said existing building within 30 (Thirty) days on written intimation of receipt of IOD from the Developer and after executing Individual Agreements at the cost of the developer, with the members of the Society as contemplated under these presents subject to what is provided in clauses (4), (5), (6) and 10(h) of this Agreement hereto before.

ii. At the cost of the Developers, the Society shall simultaneously with the execution of this Agreement execute a Power of Attorney in favour of the Developers in respect of the development of the said Property authorizing the Developers thereof to do all acts, deeds, matters and things pertaining to the re-development of the said Property and for the purpose to approach the authorities including the Municipal Corporation of Greater Mumbai Government of Maharashtra and the authorities appointed under any Act, or any law and required to be done and performed by the Developers in that behalf as also to sign all letters, applications, affidavits and such other writings in respect of the said Property and as may be required in that behalf and further for sale of the flats of Developer's premises in such new building as may be available to the Developers to the prospective purchasers. The power of attorney as aforesaid, shall be valid and co-terminus with this present.

iii. It is hereby agreed that all the taxes, levies and dues and all other outgoings in respect of the said Plot and the existing building shall be borne and paid by the Society till the date of handing over the possession of the Existing Building to the Developers and thereafter all such liabilities shall be borne and paid by the Developers until completion of the new building and offering of physical possession of new premises to the Society. Payments of B.M.C. taxes and Electricity Bills and water charges shall be borne and paid by the Developers. The Society and individual Member shall pay their respective outgoings, dues and proportionate taxes of their new flats, from the day of taking possession of their respective flats along with Occupation Certificate from the MCGM obtained by the Developers to the Society/its members.

iv. The Society hereby expressly and unconditionally agrees, covenants declares and undertakes to admit the prospective new purchasers as its members to whom the flat/s /premises in new proposed Building/construction would be sold by the Developers on ownership basis, on the written recommendation by the Developers and fulfilling all the required formalities and submitting all the required documents such as copies of the flat's agreements drafted as per the rules and regulation under the MOFA , signed between the Developer and the

each prospective purchaser/member duly stamped and registered with the Registrar of the assurances and payment of admission fee, and all other premiums, if any as prescribed in the Bye-laws of the Society.

v. The Society will comply with all the provisions of the Maharashtra Co-operative Societies Act, 1960 and comply with all its statutory obligations there under and will not do any act, prejudicial to the interest of the Developer.

vi. In case, however, any Member during the subsistence of this Agreement, transfer by sale, gift, exchange, lease or otherwise his/her premises, then the transfer shall be subject to the terms of this Agreement and the new transferee shall abide by Development Agreement hereby envisaged and shall sign and execute a Undertaking in favour of the society before completing the transaction. The new transferee shall not be entitled to receive any compensation from the Developer or the Society or claim any right adverse to the rights/interest of the parties to the Agreement.

vii. The Society and all its Members agree to render its/their maximum co-operation and support freely, voluntarily, willingly and willfully for allowing the Developer to commence and complete the construction work. The Society and its members further agree and undertake not to cause any annoyance, obstruction nuisance or disturbance so as to put hindrances in the progress of work of the construction by any means or any one and the time limit shall be the aim and the essence for completion of the construction work.

40. PURCHASE OF T.D.R. BY DEVELOPERS BEFORE DEMOLITION:-

- a) The Developers shall immediately before obtaining various concessions from the municipal commissioner inform in writing to the Society about the same as also provide the floor plans of the various flats to the members.
- b) Upon receiving intimation mentioned in (a) above the Society shall furnish the confirmation of all members and inform the Developers the time within which the Society shall handover vacant possession of the said building and all the premises/flats therein to the Developers and in the mean time to complete the formalities of executing and registering the individual Agreement with the members and the confirmation of all members in that behalf.
- c) Immediately on receiving the aforesaid confirmation the Developers shall purchase and load the admissible 100 % TDR on the said plot in the name of the society. The TDR acquired should be properly stamped

and registered in the name of the society and should transfer in to the M.C.G.M records, and the certificate of the same will be provided duly deducted in the M.C.G.M. TDR register. Plinth C.C. for the entire building/project will be obtained and there after the full FSI will be utilized on the said plot. The Developers shall also furnish the proof of submission of such TDR to the Society immediately upon submitting the same. The developer shall in no circumstance, unload the TDR which is obtained in the name of the society.

- d) The Society shall vacate the premises within 30(thirty) days from receiving such intimation of Developers having submitted/Loading the said TDR for deduction, and obtain IOD before handover vacant possession of the said building to the Developers for eventual demolition.
- e) The Developers agree that they shall demolish the said building only after obtaining the IOD, loading the TDR in the name of the society.
- f) The aforesaid, schedule of purchase of TDR and submitting the same before demolition has been agreed by the parties for smooth and speedy development and in order not to wait for further C.C. in respect of upper floors.

41. DUTIES, & OBLIGATIONS OF THE DEVELOPERS:

- (a) Within 30 days from the date of submitting certified copy of the Sanctioned Plan and IOD the Developer shall pay the remaining 90% of the hardship compensation, 24(1844) months displacement compensations (as per the agreed rates @ Rs 18/- for the first term of 11 months leave and license (L/L) agreements period for the existing members, and thereafter with 10% increase on every previous leave and license L/L term's rent for the subsequent two more terms of the L/L period respectively on per sq. ft. of existing carpet area along with two months brokerage and the shifting charges Rs15,000/- together in advance as specified in the aforesaid clause no 11(1) (iii) (see box), as agreed to the existing members to enable them to vacate and hand over their respective flats to the developer to demolish the existing building and commence the Redevelopment of the Property.
- (b) Pursuant to the issuance of the power of Attorney in favour of the Developers in respect of the development of the said Property, the developer agrees, assures and undertakes to carry out only lawful acts and all acts pursuant to the said power of Attorney and acts hereunder or relating to the development, shall be at the sole cost and risk of the developer alone to the exclusion of the society and its

members. The developer hereby indemnifies and saves harmless and shall keep indemnified and harmless the society, its members and its PMC against all actions costs, claims, damages, fines, litigation, penalties, prosecutions or proceedings that they or any of them may face, due to any act of omission or commission of the developer, relating to the powers of the development. The developer shall execute the counter Deed of Indemnity in favor of the society indemnifying the society against all acts, deeds, things done or omitted under powers and authorities granted to the developer or under the power of attorney by the society for the development of the said property. It is agreed that within 7 days from the sanction of the plan and grant of IOD and in any event prior to the license date, the Developer shall execute on their own cost an appropriate Deed Of Indemnity in favor of the society, indemnifying the society from costs, risks and responsibilities of the Development that will be undertaken by the developer.

- (c) The entire cost of re-development of the said Property shall be exclusively borne and discharged by the Developers including the cost of Demolition of the existing building preparing plans, designs etc. and obtaining the necessary sanctions/approvals/permissions, the costs of acquiring total admissible of T.D.R. and payment of premium for any F.S.I., payment of all kinds of premium, Payment of land under construction tax, IOD deposits security fees/charges fees payable to Municipal Corporation and/or any Government Authorities during progress and for F.S.I. in lieu of staircase/common passage/lift well/balcony, construction costs including cost of building materials, wages and salaries payable to the workmen and other persons employed for the purpose of carrying out the construction work including insurance premium of workmen and of the structure of the new building, under construction/progress; and fees and charges payable to Architects, Civil Contractors, R.C.C. Consultants, Supervisors, Engineers, Structural Engineers and contractors and all other persons engaged for the purpose.
- (d) The Developers shall at their own costs and expenses, get the plans duly approved and sanctioned and obtained IOD in respect of the new building from MCGM and all other concerned authorities. All deposits payable to MCGM including scrutiny fees, deficiency premium, if any and all other expenses for getting the C.C. issued from the MCGM shall be borne and paid by the Developers alone. The Developers shall also pay fees of the Architect/ Structural Engineer or other personnel

- as may be required for the construction of new building. The Developers shall also pay the development and other charges.
- (e) The Developers shall finalize specification, design, plan and/or elevation of the building with the approval of the Society's P.M.C.
- (f) The common terrace portion shall remain the property of the Society and shall be available for use of all the members. However, the Developer shall take utmost care to avoid emergence of any part terrace in the proposed New Building and shall envisage the plan accordingly.
- (g) The Developers shall alone be responsible for the liability of E.S.I., P.F, Workmen Compensation Act, child labour Act or any other Act or enactments applicable in the matter of demolition and reconstruction of the building under this Agreement till completion of building and indemnify and keep indemnified the said Society from such liabilities. The Developer shall also take suitable insurance policy for the building under construction.
- (h) The Developer will have to construct at his own cost storage facility for cement & / or other materials at on place provided by the society and ensure their safety against pilferage or theft.
- (i) The Developer will have to ensure that his labour & staff maintain proper decorum in the premises/site, & at any point of time if any of his labour or staff misbehaves with any of the Society's members/ or create a nuisance to any neighboring societies or any outsiders, they will be asked to leave the premises/site immediately, and such labourers or staff should not be deputed to that site further.
- (j) The developer shall compulsorily issue proper laminated Photo Identity cards to all his labourers as well as supervisory staff.
- (k) In case the Developer employs Female laborers, the developers will have to ensure their personal safety on the site during their employment period and their children, if any, shall be kept away from the place of work/construction site. The society would not be responsible for any incident of untoward nature, involving any of the female employee/s on the society's site during the course of construction.
- (l) The Developer will not be allowed to employ any child labourer at the proposed construction site.
- (m) The Developer shall construct at their cost temporary common W.C / Urinal for use of his personnel staff and ensure that the same is kept

neat & clean & is maintained regularly. At no point of time will anyone be allowed to use any other facility for this purpose.

(n) The Developer shall maintain clean & hygienic working conditions, during the tenure of the entire contract period, and any complaint in this regard from any members of the society & adjoining Society will have to be redressed immediately.

(o) The Developers shall pay and discharge the electricity charges, water charges, for the existing connections or temporary connections which they may avail from the date of Society giving vacant possession of the building till the Developers give possession of the newly constructed building. The Developers shall pay all charges, deposits etc. as may be payable for meter connections of any nature for each new flat, and building as also water connection, water pump, lift, installation etc. pipe gas connection as may be payable for new building and premises therein. Refundable deposits paid by the Developers on behalf of the Society shall be refundable to the Developers at the time of handing over possession of reconstructed building with full occupation certificate obtained from the MCGM, to the Society and if refunded thereafter to the Society in that event the Society shall immediately reimburse the same to the Developers.

(p) In case any of the saleable flats remain unsold after issuing of Occupation Certificate, the Maintenance charges, Property taxes or any other liabilities related to such unsold flats shall be borne by the Developers, until such premises are sold and the concerned purchasers are admitted as members of the society only for residential purpose read in conjunction with clause No 3(A) above. The developer hereby agrees and undertake to sell the Developer's premises (saleable portion) to persons of a good background and not to persons having criminal records.

(q) It is agreed by and between the parties that the Developers shall complete the construction of building and offer the newly constructed flats as mentioned herein with amenities, List of the said Amenities are set out in **Annexure-L** hereto, to the Society for allotment to its members within 30(Thirty) months including grace period from the date of handing over the vacant possession of the existing building. However the period stipulated above may be extended if society committee and PMC are satisfied in case of the occurrence of any of the reasons or events mentioned in the Force Majeure clause arise, litigations, Government policy, circumstances beyond the control of

the Developers arise and any obstruction/disturbance from the Society and/or its member/s in the progress of construction.

(r) It is agreed between the parties that, after receipt of full Occupation certificate of proposed New Building/Project the Developer shall first offer possession to the existing members and thereafter to their prospective purchasers. The developers further agree and undertake that they shall not offer possessions of their sale component portion to the prospective purchasers till the full Occupation Certificate is obtained by the Developers from the MCGM..

(s) The Developers shall also undertake at their own cost the demolition of the existing structure as also shall undertake at their own cost the construction of a new building under the supervision of the PMC, appointed by the Society and complete the construction as agreed..

(t) The Developers shall construct boundary wall, society office, Fitness center, rain water Harvesting plat, watchmen cabin and servants and general toilets as per M.C.G.M. permissible norms.

(u) The developer shall give utmost care in retaining all the existing trees in compound. If required to be removed any for the purpose of the construction, a permission to that effect shall be obtained from the MCGM or relevant govt. authorities prior to such action..

(v) It is further agreed that, the Developer shall provide adequate water supply connections from M.C.G.M. and also shall provide, separate underground and overhead water tanks for New Building to be constructed to ensure adequate potable water supply and Bore-Well as alternate water supply connection to the Society in proposed Redevelopment.

(w) The Developer shall provide the provisions to install individual B. M.C. Water meters.

(x) The Developers shall not alter or modify the building plans so far as in relate to and/or affect the flats to be provided to be members, without the approval of the Society. However for any other alteration and modification of the plan affecting to the developer's premises flats at the disposal of the Developers, the Developers shall be entitled to alter and modify the building plans. However, by such modification/alterations the area of the floors shall remain unchanged and shall not affect the area and the amenities offered to the existing members. The elevation and floor plan shall not be changed in any circumstances without the approval of society.

- (y) The Developers shall obtain the Full Occupation Certificate of the project from the Municipal Corporation of Greater Mumbai for the New Building of the society.
- (z) Temporary Letter Box shall be provided for Society during the period of construction. However the members of the society shall have to collect their respective letters time to time and the Developer shall not be responsible for the same.
- (aa) The Developers may appoint Contractor or sub-Contractors to carry out construction activity or the ancillary work. However, the entire responsibility of all the works pertaining to construction of the new building shall be of the Developers only. It is however clarified and understood that M/s. KAMLA HOMES & LIFESTYLE PVT. LTD. shall not under any circumstances alienate or entrust or assign its rights and obligations under this agreement to any person or persons or shall not to create any third party right.
- (bb) The Developers shall strictly adhere to the rules and regulations of the Municipal Corporation of Greater Mumbai and the local authorities, while constructing the 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 shall indemnify and keep indemnified the Society and the Members to the extent of loss/damages which the said Society or the Members may suffer.
- (cc) The Developers shall also pay and discharge duly and punctually all those liabilities to the building contractors, labour, material suppliers, workmen and other employees employed by the Developers for the purpose of and incidental to the development work in terms hereof and shall also indemnify and keep indemnified the Society and the Members from and against all actions, costs, claims and demands arising there from. The Developers shall from the date they are handed over vacant possession of the said Property, indemnify and keep indemnified the Society and the Members from and against all costs, claims, demands that may be made or raised on the Society as a result of the said construction activity and/or on account of any act of commission or omission or any breach delay or default on the part of the Developers in developing the said Property.
- (dd) The proposed new building shall be constructed as per the prevailing ISI codes taking into consideration relevant seismic zone and shall be Earthquake resistant and shall also be certified to be so by a qualified RCC Consultant.
- (ee) Under no circumstances, either the Society or any of the Members will be required to contribute any moneys for the

development/construction work of the new building/s on the said property as stated in this Agreement.

(ff) The Developer shall take appropriate care in documentation of the sale of the flats of their saleable area. The developers and the prospective members shall strictly follow the terms and conditions of bye laws of the society.

(gg) The developer is free to sell new/ additional flats from their sale component portion (except the flat retained by the society under the Mortgage, as per the Clause no. 8 hereto before in this agreement) to any interested person subject to byelaw of the society & to person eligible to become member of the society as per byelaw at such price of other terms & subject to approval by the managing committee of the society. The primary condition is that it should not cause any problems to existing members.

(hh) The developer shall provide separate electrical meter connection for each of the flat. The permission from Reliance Energy/ Tata power for electrical connection shall be obtained by the developer for whole project. The charges in this regard shall be borne by the Developer. The required documentary assistance would be provided by the society. Independent electrical substation/transformer for the project, if necessary, shall be provided at the cost of the developer, with the prior consent of the managing committee of the society for its location.

(ii) The water supply system shall be provided/reinstalled by the developer as per approved design and carried out as per standard specifications. The necessary permissions/approvals from authorities shall be obtained by the Developer. The plans of distribution of water line, pumping system etc, shall be got approved from the government authorities and the society management by the Developer. The charges of these sanctions shall be borne by the Developer. The Developer also

has to provide 1(one) bore well to the society at proper place for flushing. The developer also has to provide one additional tap in the bath rooms of the member's new flats and new building each should be provide with separate water tank and separate pipelines for municipal and bore well water separately and a common stop cock at water supply in let to every flat shall be provided.

(ij) The developer shall be responsible to connect external drainage and sewerage lines, storm water drains etc, to the main drainage line of the Government/municipal authority/DP Road with proper approvals.

(kk) The developer shall forward to society true copies of the Memorandum of association and the article of association and the developer not to amend the same, if the said amendments would affect or are likely to

affect the efficacy of terms recorded herein. The Developer have authorized and designated Shri Pravin C. Jain and Shri Dwarkesh D. Sheth, the Directors of the Developers, to represent the Developer and to perform the various acts, deeds, matters and things hereunder to be performed on the part of developer. The developer, its directors shall be personally liable for the compliance of all the term hereof. The Developer shall neither alter the present constitution of share holding nor shall effect transfer of the shares of the company in favour of any other person/s or induct any third party, save and except as may be necessary on account of death of any of the director till the full, complete and satisfactory completion of the development project herein. As per the terms hereof, the Developer shall not be at liberty to assign or transfer the benefits of these presents in favour of any other person/s or institutions either expressly or by devising change of share holding by way of transfer of shares of the company. No such assignee or transferee, including any incoming/new share holders/shall gain any right of development by such assignment. Such transfer, direct or indirect, shall constitute violation of this Agreement.

(ll) It is expressly agreed and understood by and between the parties hereto that in the event of any discrepancy and/or inconsistency between the Tender terms and conditions and the terms hereof, the terms as contained in this Agreement shall prevail.

(mm) The Developer hereby declare and confirm that the developer are aware that the society has entered into this agreement, relying upon the representations, declarations and assurances made by the developer as herein contained and that in the event of breach of any of the terms hereof or the breach of the tender terms and conditions, the society shall be entitled to rescind this Agreement and shall also be entitled to claim damages on account of any loss or damages that may be caused to the society thereby and the developer hereby agree to indemnify and keep indemnified the society in that behalf.

(oo) Subject to the Force Majeure, the Developer shall complete entire project including the developer's premises and balance amenities for combined use and achieve the project completion Date within 30 months (including the grace period of 12 months) from the Commencement date.

1. Subject to Force Majeure, the Developer shall achieve the member's completion date and handover the charge of the member's new flats to the society within a maximum 30 months (including the grace period of 12 months) from the Commencement Date.

II. Subject to the Force Majeure, the Developer shall complete entire project including the developer's premises and balance amenities for combined use and achieve the project completion date within 30 months from the Commencement Date

III. Subject to the Force Majeure, if the Developer fails to achieve the project completion Date, within the stipulated period of 30 months i.e.(18+12 month grace period), in that event the society shall, in writing allow an extension of 60 days with a penalty of Rs 20,000/-for each of the extended day (as specified in chapter No.VII, clause 13 of the tender document), to the developer requiring to achieve the project completion within the extended 60 days from the date of receipt of the said written notice. If the developer fails and/or neglect yet to achieve the said project completion, in that event the Developer shall not be allowed to enter the property further and shall become liable to pay liquidated damages to the society at a rate of Rs 20,000/- (Rupees twenty thousand only), per day for the each extended 60 days. Without prejudice to any other right of the society under this Agreement or otherwise, on completion of the said extended period of 60 days the society shall invoke the remaining Bank Guarantees and encash other securities to complete the remaining balance work of the project by appointing a new contractor and shall recover the above penalty/damages. The damages recovered in such manner, by the society will not be refundable.

IV. However, if the Developer fail to obtain Full Occupation Certificate of the new premises (building) to the society/its members within the agreed period of 30(thirty) months plus additional 60 days extended under notice, after recovering the damages as mentioned here in above, the society and its members shall have the right to invoke the remaining Bank Guarantee and other retained securities due to the developer, those available with society, and the society shall continue to pay the displacement compensation of the members till the developer procures the Full Occupation Certificate Of the completed building from the MCGM and comply fully with all other obligations.

V. In the event, if the developer commits any severe material breach of this contract such as abandoning the project on a halfway, without assigning a lawful and justifiable reason, leading to an abrupt hindrance in the progress of the construction of society's new building, in that case by serving a 15 day's written Show

Cause Notice to the developer, the society shall take appropriate action by taking over the project in the larger interest of the members of society, either by imposing appropriate penalties on the developer by liquidating /recovering the damages/losses caused by their such unlawful actions, by way of forfeiting the securities, bank guarantees and various deposit due to them or by eventually may terminate the contract as per this agreement stated hereafter, or both. The society also will not be responsible / liable to provide the possession to the prospective purchasers of the developer's sale component till the developer compensate all the losses suffered by the society in this respect.

(pp)The physical charge of the plot of land /built up area along with construction made thereon in good condition shall be handed back to society after completion of the project, without any liability to the society.

(qq)On completion of the New Building, the developer shall inform such completion to the office bearers and apply for occupation certificate. The office bearers and with Members and the society's PMC shall within 7 days from the date of such intimation, inspect all the member's New Flats, Member's car parking spaces, and the common Amenities required by the Members within the New Building, jointly with the representative of the Developer. If the office bearers and the PMC do not find any defects or deficiencies(PMC shall satisfy themselves the work of the New Building and certify the same, before acceptance of the New building by the society, on behalf of the society on the completion of the new building in the Members New Flats in the New Building, Members car parking spaces and the common Amenities required by the members within the New Building, and then on issuance of the Occupation Certificate by MCGM, shall accept the possession Of the Members New Flats.

(rr) If the office bearers and the PMC find any material defect in the construction of the members New Flats or the New Building, the members new flats, Members Car Parking Spaces and common Amenities required by the members within the New Building, or the Amenities agreed to be provided by the developer under this Agreement, then the Office Bearers through the PMC, shall inform the Developer accordingly and require Developer to rectify such defects or provide such Amenities as the case may be. The Developer shall within 15 days from the date of such intimation rectify such defects to the satisfaction of the Managing Committee members of the society.

(ss) The Individual Agreements:-

- i. Individual Agreements (Tri parte agreement) shall be executed, registered and issued in the Names of the existing member's(s)

name(s), in the same manner as it appears in the existing (original) sale agreements of the members between the developer, each existing member and the managing committee, by annexing the details containing of flat No, floor No wing No, carpet area, dimensions of each existing and New rooms of the flat of the Society, copy of their share respective certificates, copies of the Pan card of all those are authorized to sign the individual agreements from either sides and the MCGM approved plan (both old flat and proposed New flat).

- ii. In the event of the demise of any of the bonafide joint member (persons purchased flats in joint names) during the course of the construction, the Managing Committee of the society shall take appropriate steps and transfer the said shares of the said flat in the name of the remaining joint member/owner, whose name appears next to such deceased member in the original sale agreement as well as in the Individual Agreement of the flat, according to the rules of the bye-laws after fulfilling all the requisite formalities. However the said remaining joint member shall become eligible immediately to receive the displacement compensation along with the brokerage and transport charges as applicable during the currency of the contract till the developer provide the possession to him/her in the new building along with other members, The developer shall allot/ handover the such new flat to the such remaining joint member in consultation with the society.

- iii. However, the persons whose names have been enrolled as Associate Members, vide form No 10 or 10A, shall not be eligible for right/claim in the interest in capital property of the such deceased member.

42 Certified Copies Of Documents.

The developers hereby undertake to submit the certified copies of the following documents together with any other documents received from the concerned authorities within 15 days from the date of receipt of the documents, and submit the original certificates / documents / NOCs / undertakings along with the occupation Certificate of New Building for society's records as under and which shall remain in the custody of the society:-

- Development Planning Remark or Town Planning Remark: MCGM.
- RCC structure design & calculation of the building.

- iii. Intimation of Disapproval (IOD): MCGM.
 - iv. Property Tax Assessment NOC: MCGM (Assessment Department).
 - v. Hydraulic Engineer No Objection Certificate: MCGM (Hyd Department).
 - vi. Storm Water Drainage No Objection Certificate: MCGM
 - vii. Sewerage No Objection Certificate: MCGM
 - viii. Traffic Dept. of Municipal Corporation of Greater Mumbai NOC: MCGM.
 - ix. Tree No Objection Certificate: MCGM (Tree Authority).
 - x. Pest Control No Objection Certificate: MCGM (PCO).
 - xi. MTNL No Objection Certificate: MTNL
 - xii. Chief Fire Officer's No Objection Certificate: Fire Dept MCGM
 - xiii. Lift Inspection No Objection Certificate: Inspector of Lifts, PWD
 - xiv. Occupation Certificate (OC):MCGM
 - xv. Water Connection Certificate under section 270A:MCGM
 - xvi. Drainage Completion Certificate: MCGM (Water Department)
 - xvii. TDR Loading: MCGM
 - xviii. Building Demolition Work: Contractor appointed for demolition work
 - xix. A valid lift maintenance contract(FREE OF CHARGES) and relevant guarantees from the manufacturers for of all other electrical, electronics and mechanical instruments and installations as for a mutually agreed term- or as per general norms(original)
 - xx. Certificate of confirmations from the Mahanagar Gas of reinstallation of the Piped Gas connections with allocation of respective meters installed to all the rehab portion of the building.
 - xxi. Confirmations on individual Electric Meter installations from the electric supply cos Reliance Energy /Tata Power etc to all the flats .
43. RCC consultant of the Developer shall give certificate confirming adherence to IS 1893 AND IS 13920 after the completion of the Redevelopment of the property to the society.
44. The developer will obtain the Building Completion certificate (BCC) from the MCGM within 3 months after obtaining the Occupation Certificate.
45. **The project completion date shall be either of the following:**
- i. 18 months from the last members vacating the building +12 months grace period=30 months, agreed in this presents.
 - ii. In case of no defect or deficiencies are found in the members' new flats or amenities during the joint inspection by the Office Bearers and the Developer then the date of Occupation Certificate or