



28 However additional approved terraces adjacent to and/or attached to any existing flat and/or other pocket terrace/es pertaining to the Developer' flats will belong to the member or the Developer as the case may be. Should any terrace flat be constructed by the Developer, the Developer agrees that he shall sell the said flat along with the terrace and not separately.

The Society by executing this Agreement for development doth hereby permit the Developer and their Architect, workers, contractors etc. to enter and remain in possession of the said Property as bare Licensee and to carry out the work of demolition, and to carry out and complete the work of redevelopment in the manner herein agreed upon.

contemporaneously with  
entire Agreement between  
matter and Supersedes a  
whether oral or written

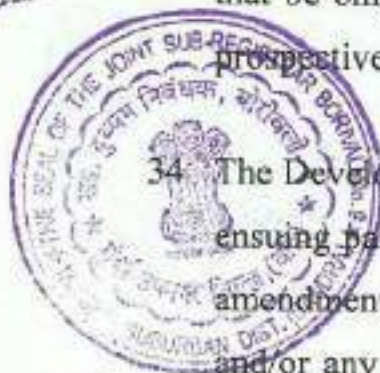
variation of this Agreement shall be effective unless reduced to

or modified exceptions, or joint ownership or a joint license with the Developer, but

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provide. It is expressly understood and agreed by and between the parties that, the said Society shall not be in any manner construed or held, claimed or insinuated to be a Promoter in accordance with the Real Estate Regulatory Act and the duty and responsibility of being governed and bound by the said Act shall that be only and solely of the said Developer with regard to the prospective Flat Purchasers.



34. The Developer shall be subject to whatever is stated herein and in ensuing paragraph, entitled to make any variations, alterations or amendments in the scheme of development of the said Property and/or any part/s thereof in particular the plans or specifications of the New Building and/or the layout of the said Property in any manner whatsoever including amalgamation of adjacent NDR plot, to draw, lay, install any connection or services, such as water, drainage, sewage, electricity, etc. for the more beneficial use and enjoyment of the said Property or any part/s thereof and/or of the plot/s contiguous or adjoining or in the vicinity of the said Property and/or the structure/s constructed or to be constructed thereon or if desired by the Developer or if required to be made for the purpose of meeting any requisition, objection or requirement of the authorities concerned or due to change in law. There shall be neither any change in the layout, size, floor, location, orientation of existing members premises nor shall be there any change in the carpet areas of the existing members. .

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The Developer shall ensure that the sanctioned plans so far as pertains to the Members' New Flats shall be in consonance with the plans approved by the Society and the Developer hereby

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- respective Flats, and  
and electricity meters.  
Developer shall pay t  
new water connection

thereafter for use and occupation of the purchasers of saleable

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John R



- To apply for and obtain approval / sanctioned layout plan of the said Property and layout and Building Plan for new proposed Building on the said Property from MHADA, and all other sanctions and approvals from Civil Aviation, Tree Authorities, Hydraulic Engineers, Chief Fire Officer, Chief Engineer of Road, S. W. Drain, Chief Engineer (Sewerage), RTO, MTNL, MGL, Collector of Suburban District, Environment Authority etc. and to comply with all the terms and conditions that may be imposed upon by either of them from time to time during the course of re-development of the said Property;

- (c) To construct the building/s as per the Plan/s sanctioned by MHADA.;

- the said Property under D. C. Regulation 2034 and  
SJK (D) PL 20.



- als engaged by the  
wards redevelopment  
premium for parking  
es, balcony enclosure  
may be declared and  
from time to time and

- F.S.I to apply for and obtain
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- the Society or its Members
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Developer's free sale premises, the Developer shall hand

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alone shall be responsible for payment of all the charges, fees,

SP # 02.

ASD R/S

A.T.G. BAGI

R/S

Usha

Asst. Dir. J.D.N.

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PR

SJK

W.P.

MA

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30 VII

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N.S.

37 DURING THE PERIOD OF CONSTRUCTION OF THE BUILDING/S ON THE SAID PROPERTY THE DEVELOPER SHALL BE RESPONSIBLE/ LIABLE FOR THE FOLLOWING:

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workmen compensation act and/or any other law.



new building/s as per architects' certificate and shall attend to all the defects in construction in respect of any claim made on the said Society by such Member/Purchaser. It is hereby specifically agreed and provided by and between the parties and recorded hereto that the Developer shall carry out the redevelopment project specifically the new construction of the Building/s on the said property by using good and standard quality construction materials and shall not compromise the quality strength and use of materials for construction such as good and standard quality Cement, Iron and Steel and the R.C.C. Frame-work of such proposed newly constructed building especially the casting of slabs, beams, pillars and chajjaas shall be in conformity with the MHADA Rules and Regulations in that regard, and the Developer undertake and assure the Society herein and its members that the Developer shall carry out the new construction by abiding all the MHADA Rules and Regulations stipulated in that behalf.



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It is further agreed by and between the parties that all materials received/extracted from the debris, including Steel, Aluminum, Wooden Doors / Door Frames, Wooden Windows / Window Frames, Rabbet save and except Safety Door shall belong and be the property of the Developer and they shall be entitled to dispose the same as per their choice and appropriate the benefits accrued there from to themselves, without being accountable to the Society.

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work on the said property.

43 The Developers shall provide a Bore Well with Water Tank and Water Pump on the said property to the said Society. The Developers shall also provide drinking water from concerned authority with water tanks both over head tank and underground tank and water pump on the said Property to the Society.



44 The Developers shall take care that the sale premises are sold to individuals of repute and unscrupulous elements do not find their way into the said Society. The Developer will construct a pure residential Building.

45 It is agreed by and between the parties that as per cooperative rules and regulations of the society Rs. 500/- towards Share Money plus Rs. 100/- entrance fee.

46 All the members of the Society shall clear all their outgoings such as Society Maintenance Charges, Municipal Taxes, Electricity Bills, etc., in respect of their respective tenements, till such date as they are in possession of the same and thereafter all such outgoings shall be the liability of the Developer, however it is agreed that the balance amount of water charges payable by society and MHADA dues to be paid to the MHADA shall be borne by the Developer.

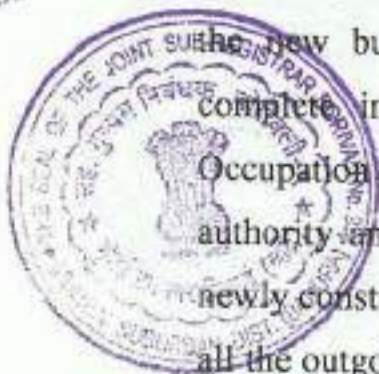
47 The Developer shall be liable for all the outgoings / liabilities including Lease Premium, Lease Rent, Property Tax, Municipal Assessment, Premiums, Charges, Dues, Taxes, in respect of the said property from the date of obtaining vacant possession of the



*[Handwritten signatures and notes in blue ink, including names like M.H.P., J. D. S. G., and various initials and dates.]*



personal capacity from any bank or any financial institution etc. by pledging/ register mortgaging the area of his sale share in the project, without affecting society's property in any way and developer shall indemnify the society in respect of the same. It is agreed by and between the parties that after the construction of the new building to be constructed on the said property is complete in all respects including the securing of the Full Occupation Certificate and BCC from the concerned and relevant authority and after completion of handing over process for the newly constructed building, the Society shall be liable for paying all the outgoings including the Lease Rent, Property tax etc. from such period and during course of Development i.e. from the date society permits the Developer to enter upon the said Property as recorded hereinabove till the completion and handing over process completes all such liability shall be of Developer alone and the Developer shall be also liable for paying society charges /taxes in respect of the unsold flats in the said property and the newly constructed building to the concerned and relevant authority.



51 It is hereby clearly understood by and between the parties that the Developers shall bear all the premiums, rents, GST ,taxes, expenses, charges, costs including Lease Premium, Lease Rent, Property Tax, Material Costs, Labour Costs, Stamp Duty, Registration Charges, Legal Expenses, incidental charges etc., for the construction of the new building to be constructed on the said Property as well on present Deed and all incidental Deeds arises herefrom and for the purchase of the any excess land for

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consideration of the balance F.S.I. and/or Prorata/ Fungible FSI premium if any, which shall remain unconsumed after providing permanent alternate accommodations to all the members of the said Society.



- 52 The Developer shall consume and utilize the entire prevailing permissible F.S.I. to the extent of approximately 17500.00 sq. mtrs in respect of the said Property as per MHADA/BMC and State Government law, the developer shall have right to fully utilized the permissible FSI of the plot as he deemed fit. It is expressly agreed between the Parties that any additional FSI, benefits, potentials and advantages of any nature available in respect of the said Property over and above presently available FSI shall be shared between the Developer and the Society equally subject to the deduction of the premium, costs, charges, expenses, incurred by the Developer for consuming / constructing flats / units by utilizing such additional FSI and such deduction must be certified by the independent auditor.

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- 53 It is agreed by and between the parties that the Developers shall appoint their own Architects / Structural Engineers / R.C.C. Consultants, Labour contractor, sub-contractor, plumber, electrician for the construction of the new building and also bear their fees, charges etc., however at any point of time during the construction of the new building the Society shall be entitled to inspect the material, construction work, structural stability etc., and to measure the area as per the approved plans and also to check amenities which has been agreed by and between both the



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required or necessary under bye laws, rules or regulations for the time being in force and under any circumstances the Developer shall secure such NOCs / permissions from the M.C.G.M. / MHADA and/or the concerned authorities within a period of 36 months from the date of all members vacating the existing premises and/or said Property and allow Developer to enter upon with the rules, regulations, terms and conditions as may be applicable and prescribed by the above authorities in this regard. In case of delay the Developer shall bear the difference of Assessment and Water charges.



- 56 The Developers shall give notice in writing to the Society after the new building is ready for occupation with amenities agreed hereunder and the Society shall within 30 days from the date of receipt of such notice in writing take inspection of the new building and permanent alternate accommodations to be allotted to its members. In case the new building and/or the permanent alternate accommodations is/are not complete in any respects as per presents, the Society shall inform the Developer accordingly and the Developer shall then immediately complete the incomplete work and / or rectify the mistakes whatsoever within 15 days from the Society informing them about the same.

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- 57 The Developer shall indemnify and keep indemnified the Society from and against all actions, suits, proceedings, fines, penalties, architect's fees and all costs, charges, expenses and damages incurred or suffered by the Society in the course of such development.

*[Handwritten signatures and initials are present throughout the bottom half of the page, including: JDN, SP, ADD, KH, 18, R12, Sem, K, UP, SR, 67, M.H.P, A.S, Jena, MS, 30/11, Rev, Usha, and others.]*

58 The Developers shall strictly observe all the laws, bye-laws, rules, regulations, govt. policy, terms and conditions applicable and/or imposed or which may be applicable and/or imposed by or under any law for the time being in force by the M.C.G.M. / MHADA and/or any other concerned authorities and breach of any such laws, bye-laws, rules, regulations, govt. policy, terms and conditions shall be treated as the breach of this agreement.



59 The Developers shall, at their own cost, provide separate Electricity Meter, Water connection and Mahanagar Gas connection to each and every member of the Society. The members of the Society shall not be liable for the payment of the amounts of Deposits / Security Deposits for the Electricity connection and Mahanagar Gas connection.

60 The Developers shall be solely responsible to bear all expenditure towards the Water Meters, Electricity Meters, Mahanagar Gas Connections, Drainage, Sewerage and other amenities / facilities including the installation charges etc., to be provided to the sale tenements constructed from out of the surplus F.S.I. or FDR of their share.

61 The Developers shall be at liberty to bring new occupiers to occupy tenements constructed from out their portion of surplus F.S.I. Pro rata and Fungible FSI and to take / receive the consideration or purchase money in respect of such tenements



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