

COMPREHENSIVE UNDERTAKING BY SOCIETY / ASSOCIATION

To
The Assistant Director, Town Planning,
Navi Mumbai Municipal Corporation.

Sub : Proposed Re-development on plot bearing -----

Ref : File No.

Sir,

I / We undersignedof **M/s.**

..... Society / Association of the above referred property.

The area of the plot under reference is _____sq.mtrs.

The area under setback for Road / Road widening is -----sq. mtrs.

The area under amenity space is -----sq. mtrs.

I do hereby agree and undertake as under:

1. To handover the setback land / amenity space free of cost, free of encumbrances, and the setback land handing over certificates will be obtained from the competent authority.
2. To obtain transfer of ownership of the setback land / amenity space in the name of Navi Mumbai Municipal Corporation from the CIDCO.
3. To pay the Charges, fees or any type of premium & calculated as per the rate as on the date of the Commencement Certificate of the project.
4. Not to misuse Basement / Pocket Terrace / Part Terrace / Terrace / Stilt / Service Floor / Fire Check Floor, Chajja, Flowerbed, Cupboard area, Elevation features, Fitness Centre, Society / Association Office, Servant's Toilet and Meter Cabin and all other amenities proposed.
5. To use area approved for parking for the purpose of parking only .
6. Comply the condition of MOEF clearance if built up area exceeds 20,000 smt.
7. To comply and maintain on site records of quality of work, verification report etc.
8. To carry out work at site between sunrise and sunset.
9. To comply with the norms of Pollution control board for maintaining noise level.
10. To maintain Street Lights till the road is handed over to Navi Mumbai Municipal Corporation.
11. To display board at site.
12. That I will not object the development of adjoining plots on all sides with deficiency in open spaces if taken place in future
13. That we are fully aware that if the plot is affected by proposed road/road widening/reservation under Prepared Development Plan

2038 and we are being allowed to claim the full potential of the plot including the area going under proposed road/ road widening.

14. That by virtue of we are being allowed the full potential of the plot and shall not claim compensation in any form subsequently as and when the proposed road/road widening under Draft Development Plan 2038 is finally sanctioned by the State Govt.
15. To demolish the existing structures shown to be demolished on plans as per phase program submitted by our Architects M/s.-----
Dispose off the debris / excavated earth waste generated at project site at suitable locations as per the permission given by Solid Waste Department.
16. The requisite no. of trees will be planted as per the norms of Tree Authority. I further undertake to plant trees properly and preserve existing trees as well as newly planted trees in proper manner . Care will be taken for proper growth of the trees and
17. To permit Tree Authority or any other authority appointed by it for inspection, access to all site as well as approved plans & other document as may be required therefore.
18. To abide by the Bye- laws introduced/ modified from time to time up to the date of NOC
19. To equip Mechanized Parking with safety measures and the same will be maintained permanently in safe condition to avoid any mishap and shall give an indemnity bond indemnifying Navi Mumbai Municipal Corporation and its officers against any litigation, costs, damages, etc. arising out of failure of mechanized system/nuisance due to mechanized system to any person.
20. To undertake that site shall be properly barricade & all precautionary measures shall be taken to see that no utilization are damaged during execution of work.
21. **Water connection**
 - a) To pay on demand additional deposit if any over and above amount already deposited
 - b) To remove the pipe fittings when called upon to do so by Navi Mumbai Municipal Corporation.
 - c) To make payment for Water Connection as may be legally payable.
22. **Storm Water Drain**
 - a. To allow the Municipal Corporation personnel to enter afore said property along with vehicles and machinery for cleaning of the nalla.
 - b. To maintain the smooth flow of drainage of S.W.D arrangements for all the times.

- c. That the Internal S.W.D arrangements shall be maintained clean, desilted regularly, maintained/repaired reconstructed if required in future by me, my successors and heirs also/Assigns/Co-op Society /Successors that may be formed subsequently.
- d. To allow proposed Municipal SWD / SWD from adjoining plot owners to be connected to the internal SWD of the plot in future if required by Navi Mumbai Municipal Corporation.

23. **Sewerage and DCC**

- a. To rectify at our cost any obstruction and defects caused because of the Drainage arrangement.
- b. To immediately connect , at my / our cost, the drainage line to the underground sewer as soon as the same is laid by the Corporation,
- c. To pay pro- rata charges for laying / up sizing sewer on existing roads as and when demanded by Navi Mumbai Municipal Corporation in future.
- d. To pay security deposit towards the dewatering and de-sludging the septic tank in case of complaints.

24. **Debris Management**

To give details of quantity of debris created due to the development of the proposed building and phase program for the removal of the said debris will be submitted and followed scrupulously.

25. **Borewell / PCO**

- a. To maintain and keep the mouth of the well in mosquito-proof condition.
- b. To affix and display the noticeboard at a conspicuous point indicating that "WATER NOT FOR DRINKING PURPOSE".
- c. To lay down independent pipe line painted in a conspicuous colour (RED) for carrying water from the tube well to the place where it is needed.
- d. Not to use the water of the tube well for portable purpose such as drinking, cooking etc.

26. **Temporary Shed and Labour Camp**

1. That, the exact location of the Temporary Shed /Labour Camp at the premises situated at shall be strictly as shown in the accompanying sketch of the proposed temporary shed.
2. That, the material for side and top covering used for the Temporary Shed /Labour Camp shall be either tarpaulin or G.I. / AC Sheets.
3. That we shall not do any sort of pucca or permanent construction of any nature on this temporary permission.
4. That the temporary shed shall be constructed to the approved size and measurement and we shall not exceed the permitted area.

5. That if we fail to remove the Temporary Shed /Labour Campon or before the date of expiry i.e. the date of application for OC (for single building)/ on Completion of Layout. Municipal authorities without notice to us may remove the same at our risk and cost and the demolition charges may be recovered from the deposit paid for this purpose and the security deposit paid by us may be forfeited.
27. To pay Cess / LBT charges and obtain NOC of the Department of Navi Mumbai Municipal Corporation
28. To pay & maintain the Corpus Fund as per the Decision of Commissioner, Navi Mumbai Municipal Corporation.
29. **Preservation and handing over of Documents**
 1. That I will preserve and maintain the following documents.
 - a) Ownership documents
 - b) Copies of C.C. subsequent amendments, O.C. and corresponding canvass mounted plans.
 - c) Copies of Soil investigation reports
 - d) RCC details and canvas mounted structural drawings.
 - e) Structural Stability Certificate from Licensed Structural Engineer.
 - f) Supervision certificate issued by the Licensed Structural Engineer.
 - g) Building completion certificate issued by Licensed Surveyor / Architect
 - h) NOC and completion certificate issued by the C.F.O.
 - i) Fire safety audit carried out as per the requirement of C.F.O.
 2. I shall handover the aforesaid of the end user / prospective society with in the period of 90 days after obtaining the occupation certificate.
 3. I will incorporate the necessary conditions to affect this in the agreement / supportive agreement so that the end user / prospective society take over the above said documents from me.
 4. That I will incorporate the necessary condition in the sale agreement/supportive agreement that the prospective society/end use shall preserve and maintain the above said documents/plans and shall also preserve and maintain the subsequent periodical structural audit reports and repair history and to check and to carry out fire safety audit time to time as per the requirement of C.F.O. through the authorized agencies of Navi Mumbai Municipal Corporation. The end user/ prospective society shall carry out necessary repairs/structural audit/fire audits at regular intervals.
30. To confirm the area under setback / road widening / amenity space from City Engineer Department and submit the application to transfer the ownership in the name of Navi Mumbai Municipal Corporation.

31. To remove the temporary construction for labour as well as any construction of transit accommodation after the compliance and obtaining OC of Rehabilitation Building.

This undertaking will be binding not only on me for the time being but shall be binding on all Members of the Society / Association administrators, executors, assignees or whosoever derives title to the property under reference through or under me.

SOLEMNLY AFFIRMED AT MUMBAI,

THIS _____ DAY OF _____ 20.....

M/s. -----

Seal of Society / Association

Name & Signature