

COMMON UNDER TAKING TO BE GIVEN BY OWNERS, BUILDERS AND LICENCED TECHNICAL PERSONNEL

This under taking is executed on this.....day of
20... at, (HMDA) Jointly by:

- I. **Owners:**
Sri / Smt. S/o.,
W/o., D/o....., Aged.....,
Occupation.....R/o. P.No.,
Locality.....
.....
- II. **Builders:**
(In case if it is entrusted to builder)
Name of the Builder:
Address:
.....
- III. **Licensed Surveyor / Engineer / Architect:**
Name:
Municipal Reg. No/COA
Address:
.....
- IV. **Structural Engineer:**
Name of the Structural Engineer:
Municipal Reg. No.
Address:
.....

Here in after called the parties of the 1st party, which terms shall include their legal heir's successors, agents, assignees etc.

In favour of the Commissioner,(HMDA), here in after called the 2nd party, which terms shall include, their representatives, agents, officers and staff of the(HMDA).

Whereas the persons 1 & 2 being parties of the 1st party have applied for the building permission for the proposed construction of residential / commercial building consisting offloors at Plot/ H. No..... situated at

Whereas the 2nd party imposed the certain conditions, mentioned below for grant of the building permission and the 1st party in token of accepting the said conditions hereby undertake that.

I. Road Widening:

The land and the existing structures are/is getting effected in road widening throughout the frontage of the plot admeasuring..... Sq. m should be surrendered to the(HMDA) for road widening before releasing the approved plan free of cost without claiming any compensation towards the land and the structures existing on the road widening site.

That, the first party hereby undertake that they are herewith handing over the physical possession of the said strip of land to the Commissioner,(HMDA) on this day of at free of cost before commencing the construction without claiming any compensation towards land and structures. The above undertaking is executed by me with free will and due consciousness for having obtained permission for the construction of residential / commercial building in the Plot / H. No. situated at

II. Execution of the construction work by owners / builder:

(a) That I am / we are taking up the construction of the said building by myself / ourselves and that I am / we are not entrusting the work to any builder or any other person.

I / We hereby under take that I am / We are solely responsible for execution of the building construction work according to plan sanctioned by(HMDA), under the strict supervision of the Architect, Structural Engineer, and Site Engineer engaged by me / ourselves for the purpose.

(OR)

(b) That I / we have entrusted the Construction of the said building toBuilder / Construction firm, the details of which are as given below:

Name of the Builder
Construction Firm
Represented by
Present Address
Permanent Address
Regd. No. if any

That I am / We are also jointly and severally responsible along with Builders, Architect, Structural and Site Engineer, for the execution of building according to sanctioned plan.

III. Not to deliver possession:

That the 1st party shall not deliver the possession of any part of the built up area of building constructed by us to any purchaser or tenant unless & until the occupancy certificate is obtained by us from this 2nd party by submitting the following:

- a) Building Completion Notice issued by the Architect duly certifying that the building is completed as per the sanctioned plan.
- b) Structural stability certificate issued by the Structural Engineer duly certifying that the building is structurally safe and the construction is in accordance with the specified designs.
- c) An extract of the site registers containing inspection reports of Site Engineer, Structural Engineer and Architect.
- d) Insurance Policy for the completed building for a minimum period of three years.

IV. Employing of qualified technical personnel:

That the owner shall employ a site Engineer, who shall maintain a register in which, the site Engineer, Architect and Structural Engineer shall record their comments at regular intervals i.e. at foundation level, and at each roof, slab level, and submit the periodical report to the 2nd party.

That the construction work shall strictly be proceeded with under the supervision of the Architect, Structural Engineer and Site Engineer, without which it shall be treated as construction without permission.

That in case Site Engineer / Structural Engineer / Architect is changed during the course of construction or the Architect / Structural Engineer / Site Engineer disassociates themselves with ongoing project, the fact shall immediately be reported to the 2nd party i.e. within seven days by registered post / in person along with consent of newly engaged site Engineer / Architect / Structural Engineer.

That all the parties of the 1st part viz. Owner, Builder, Architect, Structural Engineer and Site Engineer shall jointly and severally be held responsible for the structural stability during the building construction.

V. Complying of the General conditions:

- (a) That parking space provided in the stilt / cellar for parking of vehicles in the Residential flats / Commercial complex will not be converted (or) misused for any other purpose other than parking and it will be free from any partition walls /cross and rolling shutters will not be provided at any time in future and

the 2nd party is at liberty to demolish (or) remove the same if provided without any notice.

- (b) That the balconies will not be converted into toilets, bath & WCs, Staircase, landing or convert into rooms etc., and if any such construction is made the 2nd party is at liberty remove them without any notice.
- (c) That I / We or Purchaser of the flats / shops etc., will pay the special collection charges for the garbage disposal as prescribed for garbage refuse collection on demand from 2nd party.
- (d) That I / We or Purchaser of the flats / shops etc., will pay the special sanitation fees for the routine clearing, desilting of storm water drain on demand from 2nd party.
- (e) That I / We will not stock the building materials and do not dump debris on the road margin, foot-path and on Municipal Land and the 2nd party is at liberty to remove / seize such material or impose fine on 1st party.
- (f) The number of units permitted will not be increased and the building should not be converted into group housing and sold.
- (g) That he / she will provide percolation pits of size not less than 4' x 4' x 4' size in the paved surface of the building, covering at least 30% of such area and the pits shall be filled with small pebbles or brick jelly or river sand and covered with perforated concrete slabs. Further terrace water collection and open ground will be provided depending on the site conditions.

VI. Quality of material / workmanship and supervision as per NBC:

I/We hereby certify that the erection, re-erection of material, alteration, demolition in/of building premises No..... shall be carried out under the supervision and further I/We certify that all designs, constructions and the materials (type and grade and workmanship) of the work shall be generally in accordance with the general and detailed specifications submitted along with and as per standards specified by the National Building Code and Bureau of Indian Standards and that the work shall be carried out according to the sanctioned plan.

We, the undersigned are held responsible for structural and other safety of the building during construction and after completion. The structural design including Geo-Technical aspects shall be in accordance with the National Building Code of India. All materials and workmanship shall be a good quality confirming to the Bureau of Indian Standards Specifications and codes. Accordingly, the(HMDA) can processed for the legal action if any such structural failures

occur during or after the construction.

The 1st party in token of accepting the above conditions imposed by the 2nd party hereby under takes and assures that all the above conditions will be strictly adhered too, and if the 1st party commits violations of any of the above conditions, the 2nd party is at liberty to take action deem fit.

We the above named deponent do hereby solemnly affirm and certify that we have voluntarily executed this under takings with free will and signed on this Day of 20..... in presence of the following witness:

- 1) Signature of the Site Engineer :
Name and Address with Regn.
- 2) Signature of the Architect :
Name and Address with Regn.
- 3) Signature of the Structural Engineer Name :
and Address with Regn.
- 4) Signature of the Builder / Contractor name :
and Address with Regn.
- 5) Signature of the Land Owner :
name and Address

Witness:

- 1)
- 2)

Sworn & signed before me.

Notary