

FORM OF UNDERTAKING TO BE EXECUTED INDIVIDUALLY BY (1) LAND OWNER OR (2) POWER OF ATTORNEY HOLDER OR (3) BUILDER OR (4) PROMOTER

(SEE RULE 2(a)(iii))

This deed of undertaking executed at Chennai on the _____ day of _____
2005 by Thiru/Tmt./Selvi

Son/Daughter of

Aged _____ years and residing at No. _____

In favour of the Chennai Metropolitan Development Authority having its office at 'Thalamuthu-Natarajan Building', No.1, Gandhi-Irwin Road, Egmore, Chennai 600 008 witnesseth as follows:

1. I have applied for the Planning Permission for construction at premises No. _____

by submitting an application to the Chennai metropolitan Development Authority in accordance with the planning norms prescribed under the prevailing Development Control Rules. I am associated with the project as Land Owner/Power of Attorney Holder/Builder/Promoter. I assure that I will put up the construction only in accordance with the approved plan without any deviation and if any construction is later found not in accordance with the approved plan and any unauthorized addition is made, I agree for the forfeiture of the Security Deposit which will be collected while issuing Planning Permission and also agree to demolish such a deviation marked by the Chennai Metropolitan Development Authority within thirty days after such notice, failing which, apart from forfeiture of Security Deposit, the CMDA may demolish or cause to demolish such unauthorized or deviated construction at the site under reference and recover the cost of demolition from me.

2. I also assure that the Open Space around the building to be left for the usage of the building, including the car parking in ground floor, will be kept as specified in the approved plan and it will not be converted into any other use except the purpose for which it is sanctioned. If any structural modification or usage differs from the approved plan, the Authority is at liberty at any time to take any action remove any structural modification or usage and the expenses incurred by the Authority is recoverable from me for non-compliance of their request or order.

3. I further assure that I will not convert any place of the construction in contravention to the approved plan, specifically in respect of car parking as specified in the sanctioned plan. At any time in future, I will not convert the car parking for any other purposes. If any construction work in car parking place, converting them either as a flat or for any other purpose, is done either by me or by my successor or any other person to whom the said construction is transferred in future, without getting appropriate orders for doing so from CMDA/Local Authority, the Authority is at liberty at any time to take action to remove any structural modification or usage and the expenses incurred by the Authority is recoverable from me/my successor or from any other person to whom the said construction is transferred in future.

4. I hereby undertake that, I am jointly and severally responsible with the Land Owner/Power of Attorney Holder/Builder/Promoter to carry out the developments in accordance with the permission granted and also for payment of Development Charges, Security Deposit, Scrutiny Fee and for all other charges levied, from time to time by the Authority and also liable for penal provisions for developments made in contraventions of the Development Control Rules and these presents.

5. This deed of undertaking is executed by me on this _____ day
of _____ with the full knowledge of the contents of this deed.

DEPONENT

Solemnly affirmed and
Signed before me at

BEFORE ME

WITNESSESS:-

1.

2.