

- h) The Society has not in any way made any commitment to anyone for allowing the right to use FSI of other properties and/or by way of TDR/FSI for putting up new building on the said Property;

32. Each of the Members hereby individually declare that:

- (a) The Member/s is/are the absolute legal and beneficial owner/s of the

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nature whatsoever and the same is not attached either before or after judgment or at the instance of any court or taxation authority or any other statutory authorities and the Member/s has/have not given any undertaking to any taxation authorities so as to not to deal with or dispose of his/her/their right, title and interest in the said Flat/Shop/Chawl and that the Member/s has/have full and absolute power to deal with his/her /their share therein and the members who have availed loan from the Bank / Financial Institutions, have obtained NOC from such Bank / Financial Institutions;



(c) On the Developers being put into possession of the said property by the Society, the Developers shall be entitled to demolish the said Existing Building for the purpose of redevelopment in accordance with rules and Regulations of the MCGM without any hindrance, denial, by the Members or any persons or person claiming through under or in trust for the Members;

Handwritten signatures and notes at the bottom of the page, including names like 'MS', 'PKR', 'B.V.U.', 'PNB', 'A.V.T.', 'S.N.S.', 'M.D.R.', and 'UN'. There are also some illegible handwritten notes and a date '13.10.2018'.

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- (d) There are no proceedings pending in any Court as on date concerning, touching, and affecting each Member's Flat/Shop/Chawl;
- (e) There is no attachment or prohibitory order issued by any statutory authority or court prohibiting the Member/s from dealing with or selling or transferring the Member's Flat/Shop/Chawl or from executing these presents;
- (f) The Member/s is/are not restrained either under Income-tax Act or any other statute from selling or transferring or dealing the Member's Flat/Shop/Chawl;
- (g) No notice has been issued for acquisition or requisition of the Member's Flat/Shop/Chawl or any part thereof;
- (h) No petition or proceedings for insolvency of the Member/s has/have been filed or initiated before any court of law or other Competent Authority by or against the Members by his/her/their creditors or any other person or persons;
- (i) The Member/s has/have not entered into any agreement or arrangement with any other person or persons for sale, transfer or assignment of the Member's Flat and has not accepted any token deposit, earnest money or any other consideration from any person or persons and the Member hereby agrees to indemnify the Developers against any third party claims of whatsoever nature in respect of the said Premises;



MS AG [Signature] B.L.P. Kurla [Signature] [Signature]
[Signature] B.V.G. PKR [Signature] B.V.M.
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RJDedua [Signature] H.R. J. Tomy B.V. Mier H.M. [Signature]
PNB A.V.T. [Signature] A.V.T. S.NS [Signature] [Signature]
[Signature] M.D.R. [Signature] [Signature]

[Signature]

(j) The Member/s shall not do any act, whereby the right of the Developers created herein may prejudicially be affected;

(k) During the construction of the proposed new Building, no hindrance or obstruction will be caused by any member in carrying out of re-

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development of the said Property by the Developers.

33. It is agreed that all costs, charges and expenses in relation to demolition of the said Existing Buildings shall be borne and paid by the Developers. The debris and all materials of the said Existing Buildings will belong to the Developers. The Members shall however be permitted to take away furniture and fixtures from their respective Flats/Shops. It shall be the Developers responsibility to deactivate services such as gas, electricity etc. prior to commencement of work.



34. The entire costs and expenses for the construction of New Building including but not limited to cost of TDR, premium, taxes payable, deposits with authorities, registration costs or any other amount payable to the authorities by whatever name called and all incidental costs payable for the construction and completion of the proposed new building and selling Flats/Shops in the new building and financing the entire project including fees of architect/civil engineer/advocate shall be borne and paid by the Developers.

[Handwritten signatures and notes:]
 H. R. S. T. M. G. B. V. G. P. K. R. B. V. U. M. K. V. U. P. N. B. A. V. T. A. V. T. S. N. S. M. J. R. M. G. & V. V. 21/2/2008

[Handwritten signature:] 588

35. The Developers do hereby declare, agree, undertake and covenant with the Society as follows:

(a) The Developers have the authority to execute this Agreement and that all the approvals and formalities required in order to enable the Developers to execute this Agreement have been obtained and complied with.

(b) The Developers shall ensure that all the terms and conditions agreed upon between the parties hereto in respect of the Developer's Portion are incorporated in the Agreement for Sale/Allotment (on what is popularly called 'Ownership basis' or otherwise) to be executed with the intending Flat/Shop/Chawl purchasers.

(c) It is hereby clarified that in the event the members purchase any additional area, the proportionate GST and other taxes payable on the area agreed to be purchased by the Members shall be paid by such Member/s.

(d) The Developers shall also pay and discharge duly and punctually all those liabilities to the building contractor, 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 therefrom.



by MS AGP RRR 13.2.2019
H. R. J. Tomy 8-V M. R. K. M. B.V.U.
RTDedica 3 H. R. J. Tomy 8-V M. R. K. M. B.V.U.
PNB A.V.T. SNS MS 30.1.2019
M.D.R. M. G. M. & VN

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(g) Subject to the rights granted by the Developers under this agreement, the ownership of the new Building shall vest in the said Society alone. It is clarified that the said Society shall always be the owner of the said