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members have obtained any loan by mortgaging their Flat then such members shall obtain NOC for re-development from concerned authorities.

b) That no notice of requisition or acquisition or of whatsoever nature under the ULC Act, 1976, Land Acquisition Acts, MMRD Acts and/or other law has been received and/or served on the Owners herein and no mortgage, charge, lien or any other encumbrances has been created or is in existence any way restricting and/or limiting its rights in the said property more particularly mentioned in the SCHEDULE hereunder written and/or in respect of any part thereof and further that the Owners/Society have not raised any loan or advances against security of the said property or any part thereof.

c) The Owners/Society is/are absolute owners of said property and is/are fully entitled to grant the redevelopment rights in respect of the said property in favour of the Developers herein.

d) That said property is not the subject matter of any decided or pending litigation in any court, tribunal or authority and there are no third-party rights of any other person over the said property and/or its part.

e) That there are no restrictions and hindrances for the redevelopment on the said property in accordance with the plans and permissions sanctioned/ to be sanctioned by the Kalyan Dombivli Municipal Corporation.

f) That the said property has a clear, legal and have clear access from the existing Main Municipal Road.

g) The Party of First Part is the absolute legal and beneficial owner of the said land and the title of the Party of the First Part to the said land is clear and marketable and free from all claim and

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reasonable doubts, the society shall keep the title clear, unencumbered and marketable during the subsistence of this Redevelopment Agreement;

h) The said land including all the flats/s are not subject to any lien, charge, litigation, etc. or attachment before or after judgement, or injunction or LIS pendency notice or any decree or order, and or judicial or quasi-judicial proceeding is pending in respect of the said land or any part thereof before any court or authority.

i) There is no other agreement or arrangement entered into by the society and/ or the Members with anyone else for sale and/ or re-development of the said land, nor have they made any commitment to any one for sale of any of the flats/s or premises in the proposed buildings to be constructed on the said land, nor the society have executed any power of Attorney in favour of any person/s, whomsoever.

j) The members of the society as well as its member shall not hereafter create any charge, mortgage, or third-party interest in respect of the said land or any part thereof or any flats/ save and except in accordance with the provisions of this Agreement for Grant of Redevelopment Rights;

k) No notice or notification for acquisition or requisition under the Land Acquisition Act or any other statute for the time being in force, has been received, served or issued affecting the development of the said land or any part thereof, and the society/member is entitled to develop and/or cause to be redeveloped the said land in accordance with the sanctioned Building plans and in accordance with the terms and conditions on which various permissions are granted.

l) There are no statutory claims, demands, attachments, or prohibitory orders made or issued by the Taxation Authorities or any other State or Central Government Department or the local bodies or

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authorities in any manner affecting the said land including the said redevelopment of the said land or any part thereof nor does it come under the Urban Land (Ceiling & Regulation) Act, 1976.

m) All outgoing in respect of the said land including land revenue, municipal taxes, electricity charge, water charges etc. have been paid or shall be paid by the respective member of society to the authorities concerned till the date of handing over vacant possession to the Developers for the redevelopment of the building of the society;

n) That the society members who already obtained housing loan and facility on their existing flats/tenement or which is subject matter of present redevelopment project will continue to pay their instalments on regular basis as per terms and conditions with their bankers, further, those members hereby agrees and undertakes to submit the registered agreement of the new unit/permanent alternate accommodation allotted to them in the newly constructed building, to their banker as a new title deed to their respective flats.

15. The entire cost of construction including cost of obtaining all permissions from concerned authorities, cost of TDR/Premium FSI, Dilapidated FSI, Ancillary FSI etc. in respect of new building to be constructed over said plot shall be borne and paid by the Developers alone and the Member as well as said society will not be liable to contribute/pay for the same.

16. The Developer alone shall be liable for payment of fees of the Architect, R.C.C. Consultants and other consultants as may be engaged by them, the bills of the various Contractors appointed by them, as also wages for the workmen employed for the purposes and also for the payments of the bill of the suppliers of building materials and all other charges, fees and deposit to be paid to the concerned authorities for the construction work to be carried out as aforesaid. The Developer shall be liable for payment of all

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dues of the worked men employed in construction work in accordance with the provisions of all the applicable Labour laws. However, the builder will appoint the reputed RCC consultant, Engineer & Architect as per his commitment and the member may know the progress of work through them by report system or personal meetings arranged by the developer and the members may at their will do supervision of the work carried out by the Developer and any discrepancy shall be brought to the notice of Developer and the Developer shall thrive to remove said discrepancy. The Owners/Society hereby appoint, constitute the Developers herein as their Constituted attorney to do all acts, deeds and things and/or represent before the Kalyan Dombivli Municipal Corporation, Sub-registrar Kalyan, Survey authorities and other authorities concerned for obtaining any permission, consent approval whatsoever for and in connection with redevelopment of the said property by construction of buildings and structures as may be approved and for the purpose of demarcating the boundaries, surveying the said property, fencing, putting up compound wall for its plotting and/or causing division and/or sub-division and/or for redevelopment and construction. If there arises any dispute about the quiet and vacant possession or about the boundaries of the said landed property the Owners/Society and its members (i.e. Confirming Party) shall resolve the same at their cost and expenses.

17. Whatever, deposits whether refundable or otherwise be made and security fees, premium and/or other charges to be paid to the Kalyan Dombivli Municipal Corporation (KDMC)/Governments of Maharashtra and /or other concerned authorities for carrying out the redevelopment work on the said plot shall be paid and provided by the Developer only.

18. The Party of the First Part and Second Part has agreed to give exclusively redevelopment rights of its above said property to the Party of

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the Third Part for consideration and to execute an Irrevocable Power of Attorney in favour of the Developer along with this Re-development agreement or their nominees enable them to obtain and load the necessary TDR/FSI/Dilapidated FSI/Premium FSI, ancillary FSI etc. and also to obtain the sanctioned plan from the KDMC of the said new building on the said plot of land and has agreed to lodge the same with the Sub-Registrar of Assurances. The Developer shall be entitled to approach at their own costs the various concerned authorities for and on behalf of and in the name of the Members of society/party of second part and to do various acts, deeds and things in the name of party of first part as well as Members of society, developers shall be entitled to use and utilise the said power and authority in order to full fill with the terms and conditions of this present redevelopment agreement.

19. The Developers shall be entitled to construct the said new building/buildings on the said plot on their own and in accordance with terms and conditions herein contained and/ or appointing Contractors/Sub-Contractors without transferring the redevelopment rights in favour of any third party. However, while carrying out the constructions of the said new building on the said land, the Developer shall strictly comply with the rules, regulations and the building bye-laws of the Kalyan Dombivli Municipal Corporation (KDMC) and the terms and conditions on which redevelopment work shall be carried out strictly in accordance with the approved building plans.

20. The Developer shall be entitled to enter into and execute Agreement/s for Sale on ownership basis of flats along with parking/ premises and units coming to the share of the Developer with the new flat/ purchasers in the said new building/buildings to be constructed on the said land and to receive the consideration thereof.

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21. The Developers have unequivocally agreed that quality of work and amenities of saleable flat and the Permanent Alternative Accommodation of the existing members of society shall be same and there will not be any discrepancy between both the work while making and finishing given to the units. The Developers have agreed to use material of Good Quality while using Cement, Steel, Sand, Stone, Bricks, amenities mentioned in letters. The Developer has further agreed to use good quality in Amenities as described in Annexure "I". The Developers have also agreed to provide lift of reputed Company & best elevation of the building.

22. It is agreed by the Developer that they will continue with the name of existing society and accordingly will also execute the conveyance of land and building constructed thereon in favour of said society as the case may be, on completion of construction within the stipulated period, even in case of unsold flats as prescribed by Co-operative Housing Societies act in accordance to law and will subject to legal liability in case of failure to do so. That if developers continue the name and entity of present society, in such event the society shall admit all the new flat/ purchaser as their members in accordance with the provisions of Maharashtra Co-operative Societies Act.

23. It is agreed by and between the parties that the Said Society shall admit the purchasers of the Flats/shop comprising Saleable Component and the Developers shall pay to the Said Society altogether a sum of Rs. 600/- (Rupees Six Hundred Only) towards the share capital and entrance fee for admission into the membership of the Society and/or transfer of membership in favour of such Purchaser(s) or enabling the prospective Purchaser(s) to become member(s) of the Said Society. It is further agreed that the Owners/Society has no objection to the prospective new Purchaser/s obtaining loan/financial assistance from the Bank/s Person/s or

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Financial institution for purchasing any Flat/Shop/Unit/Stilt Parking/Mechanical Parking/ Tower Parking in the newly constructed building/s on said landed property from the Developers. It is agreed that this no objection is a deemed NOC to the purchaser/s of the said Flat/Shop/Unit/Stilt Parking/ Mechanical Parking/Tower Parking in newly constructed building for obtaining loan/ financial assistance from any bank/s person/s or financial institution/s and the same shall operate as such. The developer hereby indemnifies the society and its member from any claim or dispute arising with regard to the transaction entered into between prospective tenement/s purchaser and developers, The developer undertakes to clear such dispute of such purchaser at its own cost.

24. The developer shall be entitled to deal and dispose off all the flat/s, unit, parking spaces etc (except the Permanent Alternative Accommodation agreed to be given to the said Society members along with one slot of stack parking each) unto prospective purchasers on such terms and conditions as they deem fit, further entitled to receive consideration thereof. However first choice shall be given to society members to select their permanent alternative accommodation. It is further agreed between the parties that the Developer shall not have any right to sell or allot open parking and the open parking space shall exclusively belong to the Society for all its members, however as mentioned above if Developer erect stack parking in the open space with the permission of KDMC, in such event Developer shall be entitled to sale and allot said parking slot to its prospective Purchasers or Society members as the case may be.

25. It is agreed by the parties hereto that after the completion of construction of the said new building/s by the Developer and if the Developers are unable to sale all the flat unit in said new building, the members of Co-operative Housing Society hereby agree and undertake to admit the Developers as

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