

RULES AND REGULATIONS – MARINE PALACE CHS LTD.

FORM 'VI'

UNDERTAKING

I/We, _____,
all adult Indian inhabitants, residing at _____
_____ hereinafter referred to as the
“**OBLIGOR/S**” (which expression includes his/her/their family members/tenant/
guests/visitors/maid and all assigns) do hereby declare, state, confirm and
indemnify to and in favour of “**THE MANAGING COMMITTEE OF MARINE
PALACE CHS LTD.**” hereinafter referred to as the “**OBLIGEES**” as under:

- (1) The Obligor/s is/are the absolute owner/s and is seized, possessed of and otherwise well and sufficiently entitled to Flat no. _____ on ____ Floor of Marine Palace CHS Ltd. (Registered under the provisions of Maharashtra Co-operative Societies Act 1960 bearing registration no. **MUM/WC/TC/HSG/9574/2021-2022/YEAR 2021**) situated at 7, Chandanwadi, Off JSS Road (Chira Bazar), Mumbai -400002, bearing C. S. No. 424 of Bhuleshwar Division.
- (2) The Obligees upon insistence by members during discussions in the Special General Body Meeting held on 18th Day of December 2022 at 1st Floor Parking Podium of Marine Palace Co-operative Housing Society Limited agreed to make the terrace accessible only to members taking self responsibility.
- (3) The Obligor/s is/are aware that the water pipelines/valves on terrace are easily accessible leading to immediate damages and there are likely chances of accidents due to the low heightened parapet wall on the Terrace Floor, but intends to access the terrace area for morning/evening walk and gathering.
- (4) The Obligor/s hereby gives undertaking as under:-
 - (i) He/She/They shall access the terrace taking into consideration the aforesaid clause (3) so that the Obligees do not fall under any obligation for loss/damage/untoward incident etc. taken place due to the Obligors activity.

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- (ii) If there is any sort of Damages/Loss incurred by the Society Property/the Obligees, due to the activity of the Obligor upon access on the terrace then he/she/they shall be solely responsible for the same and shall get it repaired/reinstated entirely at their cost.
- (5) The Obligors hereby indemnifies the Obligees and undertakes that this undertaking is binding on him/her/them and he/she/they shall be solely responsible for the acts as aforesaid.

I/We have executed this writing and is understood by us and after fully understanding the contents hereof, I/we have executed this writing.

**SIGNED AND DELIVERED
BY THE WITHINNAMED**

(Signature of Member/s)

Witness/In the presence of:

1) _____

2) _____

