

7. The Allottee/s shall take possession of the said premises within 7 days of the Developers giving written notice to Allottee/s intimating that the said premises is ready for use and occupation. Upon the Allottee/s taking the possession of the said premises, he shall have no claim against the Developers in respect of any item or work in the said premises which may be alleged not to have been carried out or completed.

8. The Developers have informed to the Allottee/s and the Allottee/s is fully aware that:

(a) as per the bye-laws of the said Society, no Society/Condominium of Apartments/ Limited Company or any other organisation can be formed or incorporated in respect of the said plot and the new building to be constructed thereon and the Allottee/s shall not call upon the Developers or the Owners to form the same nor the Allottee/s shall attempt to form the same;

(b) the Owners or their successors/assigns/Transferees alone shall always remain the member of Hatkesh Co-operative Housing Society Ltd. and the title of the said plot and the said shares even after the entire development is complete shall always remain vested with the Owners;

(c) the Allottee/s shall not be entitled for any Sale Deed/Conveyance/ Assignment or any transfer document in respect of the said plot and the building to be constructed thereon;

(d) the Allottee/s right is restricted to the said premises and at no time the Allottee/s shall have any right, title or interest of any nature whatsoever in the said plot or any other benefits pertaining to the said plot;

(e) the Owners alone shall be liable to pay the lease rent to the Society;

9. It is expressly agreed that the Allottee/s shall only be entitled to the use of the common areas and facilities appurtenant with the said premises and the nature, extent and description of such common areas and facilities are given in the Second Schedule hereunder written. It is hereby agreed that the Developers alone have the exclusive right of allotment of parking spaces under the skirts/podium and also right to pocket terraces and other spaces within the property. It is hereby agreed that the areas mentioned in the Second Schedule written hereunder under the heading Common Areas and



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common facilities and all other areas shall be restricted or reserved facilities including those mentioned in the Third Schedule hereunder written and the Developers shall alienate and dispose off the same in such manner as the Developers think fit and proper.

10. It is expressly agreed between the Developers and the Allottee/s that the said premises shall be utilised for residential purposes and for no other purpose or whatsoever. The Allottee/s agrees not to change the user of the said premises and any unauthorised change of user by the Allottee/s shall render this Agreement voidable and the Allottee/s in that event shall not be entitled to any right arising out of this Agreement.

11. The Allottee/s confirms that the Developers have given full free and complete inspection of documents of title in respect of the said plot and the Allottee/s confirms that he/she/they has/have entered into this Agreement after inspecting all relevant documents including the bye-laws of the Society.

12. The Allottees have prior to execution hereof independently investigated the title of the said Society, and the Owners to the said plot and have acquainted and fully satisfied themselves in that behalf and the Allottees are not and shall not be entitled to raise any further objection/regulation/ query/demand pertaining thereto.

13. The Allottee/s shall have no claim save and except in respect of the said premises and that the right of the Allottee/s under this Agreement is only restricted to the said premises agreed to be sold by the Developers to the Allottee/s.

14. Commencing a week after notice in writing is given by the Developers to the Allottee/s that the said premises is ready for use and occupation, the Allottee/s shall be liable to pay the proportionate share of the outgoings in respect of the said building namely local taxes, ~~for~~ charges sub-station & cable cost or such other levies by the concerned ~~authorities~~ and expenses for electricity, water, common lights, repairs and salaries of ~~clerks~~ bill collectors, chowkidars, sweepers and all other expenses necessary and incidental thereto. The Allottee/s further agrees that till the Allottee/s's share is determined, Allottee/s shall pay to the Owners/Developers a provisional ~~monthly~~ contribution of Rs. 12,000/- per month towards the outgoings of every month in advance and shall not withhold the same for any reason. The amount so paid

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shall not carry any interest. It is the express intention of the parties that irrespective of the fact whether the Allottee/s takes possession of the said premises on the date indicated by the Developers as aforesaid or not, the Allottee/s shall, without any dispute or objection, pay and discharge his/her share of outgoings and the decision of the Developers as regards the time, period and the proportion of the amount demanded shall be exclusive, final and binding upon the Allottee/s. The consequences of non payment of Allottees' contribution payable in accordance with this agreement will be forfeited of all rights of the Allottee/s under this agreement apart from the civil liability of the Allottee/s to pay the same along with interest on the delayed payment at the rate of 18% p.a. and the costs of recovery on actuals basis.

15. The Allottee/s shall pay all outgoings for the management and maintenance and municipal taxes of the said building on pro-rata basis. It is clarified that such charges and expenses shall be in proportion to the carpet area of the said flat to the entire carpet area of the building.

16. To meet the municipal taxes and other outgoings including but not limited to common electricity, maintenance of the water pump and other common outgoings of the like nature, the Developers shall collect from the Allottee/s a sum of Rs.5,00,000/- (Rupees Five Lacs only) to be collected at or before handing over possession of the said premises and aggregate of such amounts collected by the Developers from the Allottee/s of the flats shall be put in Fixed Deposit with any bank in the name of the Owners or any Association to be formed at the sole discretion of the Owners TO THE END AND INTENT that from and out of the interest earned and accruing on the said fixed deposit from time to time the outgoings are paid in respect of the said property.

17. The Allottee/s shall on or before the delivery of the possession of the said premises pay to the Developers the following amounts:

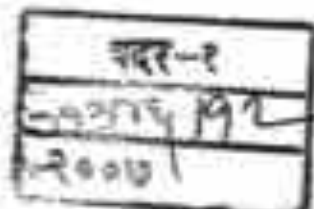
- (i) Rs.20,000/- non-refundable for legal charges.
- (ii) Rs.40,000/- non-refundable deposit / expenses towards installation of transformer, cable, electric meter, water meter, pipe gas connection etc.
- (iii) Rs.1,44,000/- ad-hoc payment of proportionate share of taxes, maintenance and other charges payable in accordance with the bye-laws of the society.



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Rs. 2,04,000/-



18.1. The Developers shall utilize sum of Rs. 20,000/- referred in clause no. 17 (i) for meeting all legal costs, charges including the professional cost of their Advocates for preparing and engrossing this Agreement.

18.2. In respect of Item No. 17 (i) and 17 (ii) referred above, the Developers are not liable to render any accounts or explanations. The Developer shall only maintain a separate account in respect of sum received by the Developer in respect of Item No. 17 (iii) from the Allottee/s as advance or deposit and shall utilize the same for the purpose for which they have been received.

19. The Allottee/s with an intention to bind all persons in whose hands occupation of the said premises may come, doth hereby covenant with the Developers as follows:

(a) to maintain the said premises at the Allottee/s' own cost in good tenable repairs and condition from the date of possession of the said premises is taken and shall not do or suffer to be done anything in or to the said building, staircase or passage which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the building or the said premises or part thereof.

(b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the building including the entrance thereof. In case any damage is caused to the said premises or the said building on account of the negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

(c) To carry at the Allottee/s' own cost all expenses for the said premises and maintain it in the same condition, state and order in which it is delivered to the Allottee/s and not to do or suffer to be done anything in the premises or the building which is in contravention of rules, regulations or bye-laws of the concerned local public authority.



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(d) Not to demolish or caused to be demolished the said premises or any part thereof nor at any time make or caused to be made any addition or alteration of whatsoever nature in or to the said premises or any part thereof nor alter the elevation and outside colour scheme of the said building and to keep the portion, sewers, drain pipes in the said premises and appurtenances thereto in good tenable repair and condition so as to support, shelter and protect other part of the building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC parts or other structural members in the said premises without the prior permission of the Developers and/or the Society.

(e) Not to do or permit to be done any act which may render void or voidable any insurance of the said plot or the building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance.

(f) Not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said plot and the building.

(g) To bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the MCGM and/or government and/or other public authority.

(h) To allow the Developers/Owners, their surveyors and agents at all reasonable time to enter into or upon the said property to view and examine the state and condition thereof.

20. The Owners shall have full right, absolute authority and shall be entitled to sell, assign, mortgage, charge or otherwise deal with any of their right and interest in respect of the said plot and said shares.

21. The Allottees further agree and covenant as follows:-

(a) The terrace above the top floor (i.e. at 10th floor level) shall always belong to the Owners.

(b) The Allottee/s will have right to use and enjoy the said terrace reserved in (a) above;



(c) as and when Owners exercise their right to construct additional floors the Allottee/s shall fully co-operate with the Owners unconditionally without any monetary consideration by ceasing to use such terrace and shall be entitled to right and enjoy the new terrace above the newly constructed additional floors.

(d) even if permitted by the Society the Owners will not be called upon to transfer the said plot and/or building to any organization of Allottee/s;

(e) the Developers will not handover the possession of the said premises to the Allottee/s unless the Developers have offered in writing to handover the possession of the Owners' premises (described in Development Agreement) duly completed in all respect and on obtaining Occupation Certificate to the Owners by giving 15 days notice.

(f) From the date of Commencement Certificate any FSI, TDR/FSI allowed to be consumed in respect of the said plot shall vest in and shall be for the sole advantage of the Owners;

22. It is agreed by and between the parties hereto that on the Allottee/s paying the full consideration and all other amounts due and payable under this Agreement to the Developers, the Allottee/s shall from time to time and at all times be entitled to deal with, dispose of, assign, let, give on lease and licence basis and/or otherwise transfer the said premises and/or benefit of this Agreement to any third party or person and/or part with possession of the said premises or any part thereof to any third party or person (subject to the bye-laws of the Society) for such consideration and on such terms as the Allottee/s may think fit and proper without any reference or recourse to or concurrence of the Developers or Owners and the Allottee/s shall be entitled to appropriate the consideration monies so received on transfer of the said premises in such manner as they may deem fit. The New Purchaser or occupant shall have the same rights as that of the Allottee/s under this Agreement and shall discharge the like obligations hereby intended to be discharged by the Allottee/s and shall always be a vegetarian and be a Hindu.

23. In the event the said building is demolished or destroyed by fire, earthquake or any Act of God, then the Allottee/s or their nominee/s or assignee/s shall have a right to construct, use and occupy the same area of the said premises (or proportionately lesser or reduced area if the new building is constructed



cannot avail of the entire existing FSI and TDR in the new building that shall be constructed on the said plot PROVIDED that the Allottee/s shall contribute the proportionate cost of construction.

24. In the event of the building collapsing or being demolished or getting demolished or being required to be reconstructed for any reason whatsoever, including by reason of statutory requirement or local laws for demolition or reconstruction of old dilapidated structures etc., the Allottee/s shall be entitled strictly in accordance with law and as may be permissible, to equivalent/proportionate area in the reconstructed building (on payment of all costs of reconstruction and of and pertaining and incidental thereto proportionately alongwith other holders of Apartments in the said building) or to reconstruct themselves at their own and entire costs and in such event, the Allottee/s shall be liable to pay the actual construction costs which shall be proportionate insurance money received from the insurance company concerning the insurance of the said building which may have been taken out by the body of Purchasers of Apartments in the new building AND the Owners, their respective heirs, the executors and administrators and assigns shall accept and recognize the same in future and shall not claim any consideration towards the land costs. In any event the Allottee/s and the other Allottee/s shall have right to construct the said building and the Owners shall not demand any other or future amount from the Allottee/s save and except for any amount payable thereafter to any authority, AND PROVIDED FURTHER that such reconstruction shall not in any manner and to any extent whatsoever and howsoever prejudice the Owners' rights as members and/or as lessee of the said Society and/or otherwise in or upon the said plot and/or the structures thereon and/or any part thereof.

25. It is agreed that all the repairs of any nature whatsoever in respect of the said premises shall be carried out by the Allottee/s at his/her own costs and Allottee/s shall maintain the same at his/her own costs in good condition and shall always spend or contribute towards all costs and expenses for common maintenance of the building in proportion to the area which the said premises bears to the entire area of the building. In the event of destruction, reconstruction or repairs of the building, the Allottee/s shall contribute towards all the expenses proportionately.

26. The amount collected for common maintenance as stated above shall be deposited in a Savings Account in any nationalized Bank in the names of Chairman any 2 Flat Allottee/s as may be nominated by all the Apartment

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holders/Allottee/s in the new building, which shall be operated by the Owners and such Allottee/s. The said sum and the interest accrued thereon shall be utilized and appropriated towards and for payment of all amounts due and payable by the Allottee/s by way of maintenance and all other charges to be contributed pro-rata by the Allottee/s PROVIDED HOWEVER that after every 12 months, the Allottee/s agree and undertake to forthwith pay and contribute such additional amount as may be required to make up any deficit in the said sum of Rs.5,00,000/- (Rupees Five Lacs Only) or such other mutually agreed enhanced sum necessitated by and equivalent to any increase in the said payments from time to time PROVIDED FURTHER that if there is any delay in making such additional payment, the Allottee/s shall be liable to pay interest thereon at the rate of 18% per annum for the period of such delay/default.

27. The Allottee/s shall be entitled to mortgage the said Apartment or otherwise create a charge or offer the same as security for any loan or guarantee raised or enjoyed by the Allottee/s in their names only Provided that such loan or guarantee shall be expressly subject to the terms hereof.

28. If any breach/es not specifically provided for herein, is/are committed by the Allottee/s of any of the terms, conditions, covenants or agreements herein contained and on the part of the Allottee/s to be performed/complied with and which the Allottee/s may have without any lawful justification failed to remedy for a period of 15(fifteen) days after written notice complaining of such breach has been served upon the Allottee/s, if the same relates to payment, the Allottee/s shall be liable to and shall pay interest at the rate of 18% p.a. from the date of default till the date of actual payment and if the same relates to any other breach then it shall be lawful for the Developers/Owners at the costs of the Allottee/s to remedy such breach in such manner as the Developers may deem fit and to recover such costs from the Allottee/s together with interest thereon at the rate of 18% p.a. The same shall however be strictly without prejudice to the Developers' other rights and remedies including interalia right to claim damages/compensation from the Allottee/s therefore.

29. The Developers shall, in respect of any amount remaining unpaid by the Allottee/s under this Agreement, have a first lien and charge on the said premises.

30. The Allottee/s shall observe and perform all the rules, regulations and bye laws of the said Society and the additions, alterations and amendments thereto.



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