

and the said building secured in all ways. The Allottee/s hereby agree/s and accepts that for security reasons, the Maintenance Agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/ visitors to the same building. However, it has been made clear to the Allottee/s that the entire internal security of the Flat shall be sole responsibility of the owner/Allottee/s/occupant and the Promoter or the Maintenance Agency shall not be responsible for any theft, loss or damage suffered by the owner/Allottee/s/occupant due to any security lapse within and in respect of the Flat hereby agreed to be purchased by the Allottee/s.

- (r) The provisions of this clause shall always be of the essence of this Agreement and shall be covenant running with the land.

43. It is further agreed by the Allottee/s that they shall not at any time either at the time of carrying out the interior works or otherwise make any changes in the facade elements or elements supporting facade, that the window above the ledge should be retained to avoid leakage inside of the said Flat and that the gap between the ledge and structural glazing should not be closed and that there should not be any change in this regard, there should not be any tampering for the existing services like plumbing, electrical, etc. in the service duct areas, there should not be any tampering with any R.C.C. members like columns, beams, slabs, etc., there should not be any tampering with the smoke seal, no work is allowed in the Electrical or Plumbing duct without prior approval/ permissions of the Promoter and/or the said Society or of any appropriate authority, required, if any, in case of waterproofing of the entire floor of the said Flat to be

SHANTPRABHA CHS LTD.

Prabha
Treasurer

Shant
Secretary

Shant
Chairman



carried out by Allottee/s, the same shall be done prior to starting of any civil finishing work. It is further agreed by the Allottee/s(s) that he/she/they shall submit a set of as-built drawings for all the services in the respective areas of the said Flat and that plans and details for interior work should be submitted to the Promoter and/or the said Society, for approval and that the work must be carried out in accordance with the approval/permission of the Promoter and/or the said Society.

44. The Allottee/s hereby agree/s that in the event if any amount by way of premium or security deposit as fire cess is paid to the MCGM or to the State Government or any other competent authority or any other tax or repayment of a similar nature becoming payable by the Promoter, the same shall be reimbursed by the Allottee/s to the Promoter in proportion of the said Flat agreed to be acquired by the Allottee/s and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s.
45. If at any time, any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the MHADA/MCGM/MHADA, Government and/or any other Public Authority in respect of the said Property and/or the said building standing thereon, the same relating to the period after the Allottee/s is put in possession of the said flat shall be borne and paid by the Allottee/s in proportion to the saleable area occupied by it.
46. The Allottee/s has taken inspection of all relevant documents and has satisfied themselves fully in respect of the Promoter's title to the said property and the Promoter's title to the develop the said Property prior to the execution of this Agreement and the Allottee/s doth hereby accept/s

SHANTPRABHA CHS LTD.
Pratibha
Treasurer
Secretary
Secretary
Chairman
Chairman



the same and agree/s not to raise any requisition or objection/s or dispute relating thereto at any stage; and agrees, declares and confirms that the Allottee/s has/have entered into this Agreement out of his/her/their own free will and without any coercion, and after reviewing the draft of this Agreement has understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied with the contents has entered into this agreement. The Allottee/s has also obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the Applicable Law governing the same.

47. The Promoter shall pay all outgoings (Municipal and Collector's Bills) and all other amounts such as betterment charges, contributions etc., payable to any local or public authority in respect of the said property under any statute or law, previous to the date hereof.

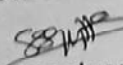
48. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

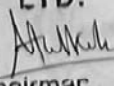
The Promoter hereby represents and warrants to the Allottee/s as follows: -

- i. The Promoter is entitled to development rights with respect to the said property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said property;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the project and shall obtain requisite

SHANTPRABHA CHS LTD.


Treasurer


Secretary


Chairman

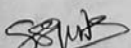


approvals from time to time to complete the development of the project;

- iii. There are no encumbrances upon the plot of land/said property or the project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the project, plot of land/said property and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, plot of land/said property and said building/wing shall be obtained by following due process of law and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, plot of land/said property, Building/wing and common areas;
- vi. The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or Development Agreement or any other agreement/arrangement with any person or party with respect to the plot of land/said property, including the project and the said Flat which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee/s in the manner contemplated in this Agreement;

SHANTPRABHA CHS LTD.


Treasurer


Secretary


Chairman

