

- ix. At the time of hand over of management to the said Society, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the said Society;
- x. The Promoter has duly paid and shall pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) have been received or served upon the Promoter in respect of the plot of land/said property and/or the project except those disclosed in the title report.

49. The Allottee/s for himself/herself/themselves with intention to bring all persons into whosoever hand the said Flat may come, do hereby covenant with the Promoter as follows:

- a. To maintain at the Allottee/s's own cost in good tenable repair and condition from the date of possession of the said Flat is taken and shall not do, or suffer to be done, anything in or to the said Building, staircases or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said Flat itself or any part thereof;
- b. Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are

SHANTPRABHA CHS LTD.

[Signature]
Treasurer

[Signature]
Secretary

[Signature]
Chairman



so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or be likely to damage the staircases, common passages or any other structure of the said Building including entrances of the said Building and in case any damage is caused to the said Building and/or the said Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable to carry out the repair at the Allottee/s's cost;

- c. To carry at his/her/their own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in the said Flat or to the said Building or the said Flat which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or public authority;
- d. Not do or suffer to be done anything in the said Flat or to the said Building or the said Flat which is in contravention of this Agreement. And in the event of the Allottee/s committing any act in contravention of this Agreement the Allottee/s shall be responsible and liable for the consequence thereof including the liability to carry out the repair at the Allottee/s's cost;
- e. Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in

SHANTPRABHA CHS LTD.

Pratibha
Treasurer

SSR
Secretary

Adil
Chairman

46



or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the said new building and shall keep the portion, sewers, drains pipes in the said Flat and appurtenances thereto in good tenantable repair and condition and shall not chisel or, in any other manner, damage the columns, beam, walls, slabs or RCC Pardis or other structural members in the said Flat without the prior written permission of the Promoter and/or the said society and in the event so such damage the Allottee/s shall indemnify the Promoter and/or the society for the same;

- f. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said plot and the said Building or any part thereof or whereby any increase in premium shall become payable in respect of insurance;
- g. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said property and the said Building;
- h. That I/we shall not keep and/or maintain any gardening pots within the outer facade of the said building.
- i. No equipment such as dish antennae/solar heaters/solar panels, D.G. Set, air conditioning plants etc. shall be installed on the terrace and/or under the stilts and/or podium of the said building and/or in the compound of the said building by any of the apartment holders and/or the said organization at any time whatsoever without the permission of the Promoter. However, the Promoter alone shall, from time to time, and at all times be entitled to permit the allottees/apartment holders of the Flat in the said building to install equipments such

SHANTPRABHA CHS LTD.

Platil
Treasurer *[Signature]* Secretary *[Signature]* Chairman



as dish antennae/solar heaters/solar panels, D.G. set, air conditioning plants etc. on the terrace and/or under the parking of the said building and/or in the compound of the said building as the Promoter may determine absolutely at its discretion.

- j. The refuge area adjoining to lobby / staircase / Flat (hereinafter referred to as "**the Refuge Area**"), shall not be altered and/or enclosed and/or covered and/or changed on any grounds whatsoever, by the apartment Allottee Society. The Refuge area in the said building shall be kept in a clean and habitable condition and shall be the part of the common amenities and shall be used by all the Allottees in the building. The entry thereof at all times shall be without any restriction and shall always be kept open and free of encroachment at all times including the common passage, stair case leading to such Refuge area and/or any floors.
- k. The Allottee/s shall not remove or affix grills / fixtures on the exterior of the said Building or cause any obstruction of any nature whatsoever and the Allottee/s shall forthwith remove such grills, fixtures, obstructions.
- l. Pay to the Promoter within 7 (seven) days of demand by the Promoter, his/her/their share of security deposit, charges or expenses etc. demanded by concerned local authority or Government or giving water, electricity or any other service connected to the said Building;
- m. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Flat by the

SHANTPRABHA CHS LTD.

Pratil
Treasurer *SSM* *Atul*
Secretary Chairman

