

SHANTPRABHA CO-OP. HOUSING SOCIETY LIMITED

(REGISTERED UNDER NO.BOM.HSG-1921 OF 1968)

Pahadi School Road No.2, Aarey Road, Goregaon (East), Mumbai- 400 063.

GST-IN: 27AAYAS8243G1ZR

		profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Allottee/s will not object to the same for any reason whatsoever and shall allow the Promoter, their agents, servants, etc. to enter into the said property, the terrace and any other open spaces in the said property for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Promoter shall be entitled to transfer or assign such right to any person or persons who they may deem fit and the Business/ office Allottee/s or the estate or said Society/, shall not raise any objection thereto. (q) It is in the interest of the Allottee/s to help the Maintenance Agency in effectively keeping the Flat 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
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		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. [ADDED]
47.	Point No.43 (Page No. 41)	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



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		case of waterproofing of the entire floor of the said Flat to be 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. [ADDED]
48.	Point No.44 (Page No. 42)	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. [ADDED]
49.	Point No. 45 (Page No. 42)	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

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		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. [ADDED]
50.	Point No.46 (Page No. 42)	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 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. [ADDED]
51.	Point No. 47	The Promoter shall pay all outgoings



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	(Page No. 43)	(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. [ADDED]
52.	Point No. 48 Sub-Clause (i),(ii),(iii),(iv),(v),(vi), (vii),(viii), (x), (xi) (Page No. 43)	NO DEVIATION [ADDED]
53.	Point No.48 Sub-Clause (ix) (Page No. 45)	At the time of hand over of management to the said Society <u>ADDED</u> [MODIFIED]
54.	Point No. 49 Sub-Clause (c),(f), (g),(m),(o) (Page No. 45)	NO DEVIATION
55.	Point No.49 Sub-Clause (a) (Page No. 45)	staircases or any passages [ADDED]
56.	Point No.49 Sub-Clause (b) (Page No. 45)	not carry or cause to be carried heavy packages to upper floors [MODIFIED] to carry out the repair at the Allottee/s's cost [MODIFIED]
57.	Point No.49 Sub-Clause (d) (Page No. 46)	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



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		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; [ADDED]ADDED
58.	Point No.49 Sub-Clause (e) (Page No. 46)	and in the event so such damage the Allottee/s shall indemnify the Promoter and/or the society for the same; [ADDED]
59.	Point No.49 Sub-Clause (h) (Page No. 47)	That I/we shall not keep and/or maintain any gardening pots within the outer facade of the said building. [ADDED]
60.	Point No.49 Sub-Clause (i) (Page No. 47)	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 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



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		absolutely at its discretion. [ADDED]
61.	Point No.49 Sub-Clause (j) (Page No. 48)	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. [MODIFIED]
62.	Point No.49 Sub-Clause (k) (Page No. 48)	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. [MODIFIED]
63.	Point No.49 Sub-Clause (l) (Page No. 48)	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; [MODIFIED]

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