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क्रमांक ११२  
प्रधान र ट्रंक कार्यालय, मुंबई  
वांद्रा विस्तारित विक्री कक्ष, वांद्रा,  
दिनांक  
वर्षा/श्री/श्रीमती  
वांद्रा विस्तारित मुद्राण  
का विभाग.

12 8 APR 2003

मुद्रांक विभाग

From :  
NEST DEVELOPERS  
(A Division of Unique Estates Development Co. Ltd.),  
Construction House "B",  
2nd Floor, 623 Linking Road,  
Opp. Telephone Exchange, Khar,  
Mumbai - 400 052.

To :  
Mr. C. V. N. Sobhan Babu  
Mrs. C. Sarala Devi  
12-11-236, Warasi Guda,  
Secunderabad- 500 361.

Date : 30/5/03  
C.V.N. Sobhan Babu  
C. Sarala Devi

Dear Sir,

Re : Allotment of Parking Space under the stilts of Building 'A' in the complex named as Nest Complex situated at Chandivli, Mumbai

You have agreed to acquire from us Flat No. 201 on the 2<sup>nd</sup> floor of the building designated as Building 'A' in the complex known as Nest Complex situated at Chandivli, Mumbai ("the said Flat") under an Agreement dated 26.03.2003 ("the Ownership Agreement") for the consideration and on the terms and conditions contained therein.

You subsequently requested us to permit you the use of Parking Space No. C0012 under the stilts of the said building 'Building A' to which we agreed.

We hereby record and confirm that we have received from you the sum of Rs.1,00,000/- (Rupees One Lakh Only) being the total consideration for permitting you to use the said Parking Space No. C0012 under the stilts of the said building 'Building A' (shown bounded by thick black colour hatched lines on the plan hereto annexed and hereinafter referred to as "the said Parking Space").

C.V.N. Sobhan Babu  
C. Sarala Devi

Your right to use the said Parking Space shall commence upon our handing over possession of the said Flat to you and shall be strictly subject to the terms and conditions stated in the Schedule hereto wherein you have been referred to as "the Flatholder" and we have been referred to as "the Builders".

SCHEDULE

1. The Flatholder shall observe and perform all the terms and conditions and covenants contained in the Ownership Agreement and shall abide by all bye-laws, rules and regulations of the Government, Local Bodies and Authorities, Electricity Supply Company, the Co-operative Society/Limited Company/ Association referred to in the Ownership Agreement, as the case may be, and shall attend to, answer and be responsible for all actions and violations of any of the terms and conditions or covenants or bye-laws, rules and regulations and shall keep the Builders indemnified against any breach thereof by the Flatholder.
2. The right to use the said Parking Space shall continue only till such time as the Flatholder continues to own the said Flat in terms of the Ownership Agreement to the end and intent that in the event the Flatholder sells or transfers the said Flat or parts with his/her/their/its right, title and interest in respect of the said Flat or parts with his/her/their/its possession of the said Flat to any other person in any manner whatsoever then and in that event the Flatholder shall at his/her/their/its option either (a) assign the right to use the said Parking Space in favour of the person in whose favour rights have been created in respect of the said Flat or in favour of any other

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person having the right of ownership in respect of any other flat in the said building 'Building A', or (b) surrender the right to use the said Parking Space to the Builders /Co-operative Society/Limited Company/ Association for the aforesaid price referred to in the Letter of Allotment if the Builders/ Co-operative Society/Limited Company/ Association are agreeable to the same. The Flatholder shall not sell or transfer or part with his/her/their/its interest or benefit in respect of the said Parking Space and/or part with possession of the said Parking Space to any other person in any manner contrary to what is aforesaid.

3. The Flatholder shall be permitted to assign his/her/their/its right to the use of the said Parking Space only in case of the sale, transfer etc. of the said Flat as stated hereinabove and not otherwise.
4. In the event that the said Ownership Agreement stands cancelled or terminated or frustrated for any reason whatsoever, then and in that event the right to use the said Parking Space shall stand automatically determined.
5. The Flatholder shall be liable to pay and shall pay to the Builders his/her/their/its proportionate share towards outgoings pertaining to the said Parking Space. The Flatholder shall also be liable to pay any taxes etc. that may be levied by any public authority in respect of the said Parking Space. The Flatholder shall pay to the Builders an ad-hoc advance of Rs.5,000/- (Rupees Five Thousand Only) towards aforesaid expenses and outgoings in relation to the said parking space. The Builders will adjust and appropriate the said advance from time to time towards the proportionate monthly contributions payable by the Flatholder to the Builders towards the aforesaid expenses and outgoings in relation to the said parking space until the said advance is depleted. Upon the said advance being depleted, the Flatholder shall forthwith on demand pay to the Builders such further advance as may be determined by the Builders towards the aforesaid expenses and outgoings in relation to the said parking space. Without prejudice to the above and the Builders' other rights under this Agreement and/or in law, the Flatholder shall pay to the Builders interest at the rate of 1.75% per month for the period for which the payment of the aforesaid dues has been delayed.
6. The Flatholder shall :
  - (a) not use the said Parking Space for any purpose other than for parking a light motor vehicle / two wheeler.
  - (b) not demolish or cause to be demolished the said Parking Space or supports or any part thereof, nor at any time make or cause to be made any addition or alteration in the said Parking Space.
  - (c) keep the said Parking Space and appurtenances thereto in good tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the Building in which the said Parking Space is situated and the

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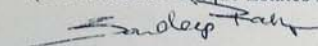
*[Signature]*

Flatholder shall not enclose or permit the enclosing of the said Parking Space or damage the columns, beams, walls, slabs or R.C.C. Partis or other structural members in the said Parking Space. In case there shall be any damage to the adjoining premises or to the premises situated above or below the said Parking Space on account of any act of omission of the Flatholder in the said Parking Space the Flatholder shall at his own costs and expenses repair such damage (including recurrence of such damages).

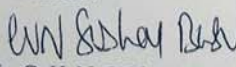
- (d) permit the carrying out of maintenance and repair works and the laying of service lines and other facilities such as electric cables, water lines, drainage lines, telephone cables etc. to the other parts of the Building in which the said Parking Space is situated and/or to the said Property by the Builders their assigns, the Co-operative Society/ Limited Company/ Association and/or the concerned public authorities at all times of the day and night and not to do any act whereby the said service lines and/or facilities are damaged.
- (e) not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Parking Space in the compound or any portion of the said Property and the said Building.
- (f) bear and pay any 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 any violation of any laws, rules, regulation etc. by the Flatholder in respect of the said Parking Space.
7. In the event of the Flatholder committing any act in contravention of the above provisions, the Flatholder shall be responsible and liable for the consequences thereof to the Builders, the Co-operative Society/Limited Company/Association or concerned local authority and/or other public authority.
8. Stamp duty, if any, relating to the said right to use the said Parking Space and documents relating thereto shall be borne and paid by the Flatholder alone.

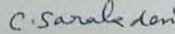
Yours faithfully,

for NEST DEVELOPERS  
(A Division of Unique Estates Development Co. Ltd.),

  
(Authorised Signatory)

We confirm :

  
(Mr. C. V. N. Sobhan Babu)

  
(Mrs. C. Sarala Devi)