

Developer to enable it to settle/discharge the said VAT liabilities and/or interest and/or penalty and/or other incidental charges and costs if any, upto the extent of the deposit amount, for paying the same to the Government Authorities. Pursuant to the exhaustion of the demand of such VAT liabilities and upon settlement of the disputes, the balance amounts, if any, left after the final payment/determination of VAT/levy/imposts (as the case may be) shall be handed over by the Owner/Developer to the Purchaser. In the event, it is finally determined that there is no liability on account of aforesaid VAT/levy/imposts in respect of the said Flat, then the amount so deposited by the Purchaser with the Bank and invested as aforesaid along with the net interest accrued thereon will be handed over by the Bank to the Purchaser. In the event, the aforesaid deposit and the accrued interest in respect of the amount so deposited shall fall insufficient for any reason whatsoever, to meet such tax liability, the Purchaser shall make good such shortfall within (seven) days of a written demand made by the Owner/Developer.



27. (iv) In the alternative, the Purchaser agrees and undertake to deposit forthwith with the Owner-Developer such amounts as may be intimated in writing to the Purchaser by the Owner-Developer towards the discharge of all liabilities for the levy of VAT on the said Flat to the concerned Authority. The proportionate amounts payable as determined by the Owner-Developer shall be final and binding on the Purchaser who shall pay the same to the Owner-Developer forthwith upon demand in writing by the Owner-Developer.

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**Service Tax:**

28. The Owner-Developer has further informed the Purchaser that the Finance Bill 2010 has introduced a new chapter in taxing flat sale. In the definition of the taxable services of 'Construction of Complex Service', Section 65 (105) (zzzh) of the Finance Act, 2010 stipulates that construction of flat by a

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builder in a residential complex is a 'service' and introduced the service tax on such a service. With effect from 1<sup>st</sup> July 2010, an explanation has been inserted below sub-clause (zzzh) of Section 65 (105) to clarify that unless the entire consideration for the property is paid after the completion of construction (i.e. after issuance of Completion Certificate by the competent authority), the activity of construction would be deemed to be a taxable service provided by the builder/promoter/developer to the prospective buyer and the service tax would be charged accordingly and the same is required to be deposited by the builder to the service tax department. The Purchaser agrees and undertakes to pay to the Owner-Developer Service Tax proportionately along with every installment of the purchase price. Service Tax is applicable on other charges also. The decision of the Owner-Developer regarding the amount shall be final and binding on the Purchaser.

**First lien:**

29. The Owner-Developer shall in respect of any amount remaining unpaid by the Purchaser to the Owner-Developer under the terms and conditions of this Agreement have a first lien and charge on the said Flat as long as the same shall remain unpaid.



**Covenants and Obligations of the Purchaser/s:**

30. Commencing a fortnight after notice in writing is given by the Owner-Developer to the Purchaser that the said Flat is ready for use and occupation the Purchaser (irrespective of whether possession of the said Flat is actually taken or not by the Purchaser) with intention to bind all persons into whosoever hands the said Flat may come doth hereby covenants with Owner-Developer as follows:-

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- (a) To maintain the said Flat at the Purchaser's own cost in good tenable repair and condition and shall not do or suffer to be done anything in or to the said Tower B1 in

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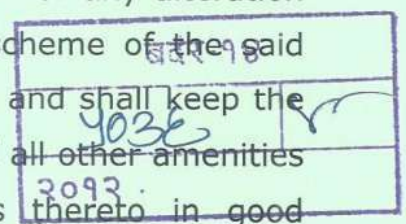
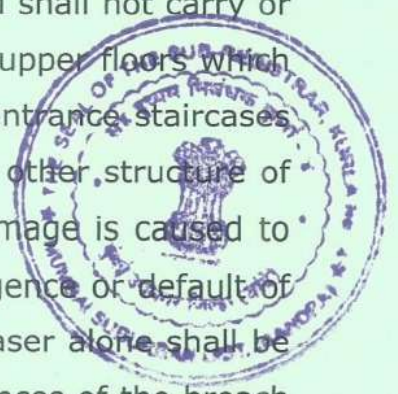
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which the said Flat is situated or in or to the staircases common passages landings mid-landings lobbies and other common areas and amenities thereof which may be against the provisions of this Agreement and/or the rules, regulations or bye-laws of the concerned local or public bodies or authorities or the Society (of purchasers of flats in the said Tower B1) and/or the Federal Society (as the case may be);

- (b) Not to store/stock/keep any hazardous combustible inflammable dangerous banned materials objects items articles in the said Flat which is likely to damage the construction or structure of the said Tower B1 or storing of which goods is objected to or not approved by the concerned local or other authorities and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the entrance staircases common passages walls or lifts or any other structure of the said Tower B1 and in case any damage is caused to the said Tower B1 on account of negligence or default of the Purchaser in this behalf, the Purchaser alone shall be liable and responsible for the consequences of the breach and damages;

- (c) 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 of whatsoever nature in or to the said Flat or any part thereof nor any alteration in the elevation and outside colour scheme of the said Tower B1 in which the Flat is situated and shall keep the sewers drains pipes electric cables and all other amenities in the said Flat and appurtenances thereto in good tenable repair and condition and in particular so as to support shelter and protect the other parts of the said Tower B1 in which the said Flat is situated and shall not



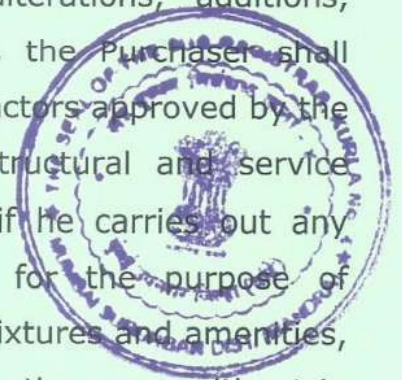
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chisel cut maim or in any other manner cause damage to the columns, beams, slabs, load bearing walls, RCC pardsis or other structural members in the said Flat without the prior written permission of the Owner-Developer and/or the Society which permission may be withheld for whatever reason;

- (d) The Purchaser shall be at liberty at his own cost to make internal alterations or additions in the said Flat without damaging any partition walls or any part thereof after taking prior written permission from the Owner-Developer or the Society (as the case may be) and wherever necessary the Municipal, Government and other competent authorities. It is hereby expressly agreed that in carrying out any changes, alterations, additions, modifications inside the said Flat, the Purchaser shall engage and appoint agencies/contractors approved by the Owner-Developer and/or by its structural and service consultants. The Purchaser shall, if he carries out any renovations inside the said Flat for the purpose of installation of extra special fittings fixtures and amenities, do so at his own cost and complete the same without in any way causing any harm or nuisance to the users of all other flats in the said Tower B1. The Purchaser hereby agrees and undertakes that while carrying out modifications or alterations inside the said Flat, the Purchaser or his appointed agencies that carry out alterations and modifications in the said Flat shall not damage the concealed copper pipes and concealed electrical wiring. If the pipes are damaged, then the Purchaser shall bear the cost of repairs and damage done to the other flats in the said Tower B1. Under no circumstances any electrical changes alterations or modifications shall be carried out inside the said Flat by changing the existing concealed wiring system. However,



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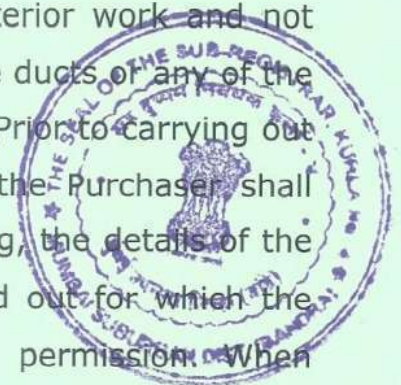
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the same can be done through open wiring system. The Purchaser shall consult the Owner-Developer's Engineer before starting any such work and ask for the general layout, drawings of such pipelines before carrying out any modifications. Further, if any modification/alteration is to be made to any toilet/bathroom, the same shall only be done with the express written permission of the Owner-Developer and/or the Society (as the case may be), failing which the Owner-Developer and/or the Society shall be entitled to stop any such modification/alteration and restore the said Flat to its original state at the entire cost, risk and expense of the Purchaser. The Purchaser shall not make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent in the said Flat and shall be entitled to do only the necessary interior work and not cover/enclose the planters and service ducts or any of the projections from/within the said Flat. Prior to carrying out the interior works in the said Flat, the Purchaser shall give to the Owner-Developer in writing, the details of the nature of interior works to be carried out for which the Owner-Developer shall issue written permission. When the Purchaser executes any alterations then the Purchaser would be required to indemnify the Owner-Developer/Society from any damage to the said Tower B1 or any other flat;



- (e) Not to do or cause to be done any act or thing which may render void or voidable any insurance policy in relation to the said building and/or the said Tower B1 which the said Flat is situated or any part thereof or whereby any increased premium may become payable in respect of such insurance;

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