

### 5. s. Further Obligations:

- i) THAT the PURCHASER(S) herein shall not have any right over and in respect of the covered and uncovered open spaces and / or parking spaces on the ground floor at the said Building /Complex, save and except the parking spaces as are specifically agreed / sold to the PURCHASER(S) by SIMOCO SYSTEMS. The uncovered and / or covered parking spaces and open spaces on the ground floor of the PROJECT shall always be deemed to remain in SIMOCO SYSTEMS who will be entitled to sell or otherwise dispose of the same at its discretion.
- ii) THAT the PURCHASER(S) shall not be entitled to any right in respect of other Flats / Units and spaces at the said Project save the right to use the common parts as may be necessary for the ingress and egress of men and materials to and from the said Flat(s) / Unit(s) and / or utility pipes, cables and lines to be installed in the said Flat(s) / Unit(s).
- iii) THAT after the PURCHASER(S) has been delivered possession of the said Flat by SIMOCO SYSTEMS, the PURCHASER(S) herein shall hold, occupy, possess and enjoy the same, subject to the various terms, conditions and covenants contained herein.

### ARTICLE 6

#### REPRESENTATION AND OBLIGATION OF SIMOCO SYSTEMS

- 6.a THAT SIMOCO SYSTEMS undertakes to allow the PURCHASER(S) to hold, use and enjoy the Flat(s) / Unit(s) and every part thereof without creating any unreasonable interruption either by itself or by any person or persons claiming under, for or on to its behalf.
- 6.b THAT in case the PURCHASER(S) wants to avail of a loan facility from its employer or financing bodies to facilitate the purchase of the Flat allotted, SIMOCO SYSTEMS shall facilitate the process subject to the following:
  - (i) The terms of the financing agency shall exclusively be binding and applicable upon the PURCHASER(S) only.
  - (ii) The responsibility of getting the loan sanctioned and disbursed as per SIMOCO SYSTEMS's payment schedule will rest exclusively on the PURCHASER(S). In the event of the loan not being sanctioned or disbursement getting delayed, the payment to SIMOCO SYSTEMS, as per schedule, shall be ensured by the PURCHASER(S).
- 6.c THAT SIMOCO SYSTEMS has the right to raise the finance from any bank/ financial institution/ body corporate and for this purpose create equitable mortgage of the said 'Land' in favour of one or more of such of institutions and for such an act the PURCHASER(S) shall not have any objection and the content of the PURCHASER(S) shall be deemed to have been granted for creation of such charge during the construction/development of the Project. Notwithstanding the foregoing SIMOCO SYSTEMS undertakes to get such a charge, if created on the said Flat vacated before execution of the Deed of Conveyance in favour of the PURCHASER(S).

Sumil Seal  
22.6.2015

