

1. That the scheme of hire-purchase shall be effective with effect from 1.6.2006.
2. That the total cost of the hire purchase shall be payable / recoverable by 31.3.2011 as equated annually / monthly installments or in lump sum and after payment of total amount the allottee/ hire purchaser would be eligible for lease in his / her favour.
3. The allottee shall remain in possession of the said property to use the same as factory for the manufacture of any of the trades permissible in the complex which shall include any change in the item of manufacture duly approved under Master Plan of Delhi.
4. The allottee shall hold the said property as a tenant for the Hire-purchase period (hereinafter called "the said period") which is a fixed term w.e.f. 1.6.2006 to 31.3.2011. The Hire purchase cost will be recovered by 31.3.2011 subject to the following conditions:
5. The allottee shall pay all rents, taxes, fees, charges, assessments, municipal dues and levies of whatsoever nature required to be paid in whatsoever capacity to the local bodies or States or Central Government direct.
6. In the event of any of the levies of the aforesaid nature having remained omitted from payment and having accrued on that account being realized from the department the department shall be entitled to recover them from the allottee.
7. The allottee shall be liable to pay the dues even for the period the said property remained out of use owing to any cause whatsoever.
8. The allottee shall pay to this department within such time additional sum or sums towards the hire purchase price as may be decided upon by this department on account of any errors or omission in calculations.
9. The allottee shall obtain his own electric connections for power and light for use in the said premises from the concerned local bodies. The allottee shall pay consumption and other charges in respect of electricity consumed by him /her/them to the concerned authorities direct, as may be assessed and become payable as and when demanded.
10. The Complex does not have facility of individual water connections within the said property. The allottee shall draw water required for his /her/their use from the common water supply system and pay the charges for the same as may be assessed.
11. The allottee shall during the said period repair, paint, colour and white-wash and keep in good order and condition in the said property at his / her /their own cost to the satisfaction of the Owner (Govt. of NCT of Delhi) or such persons as the Owner may appoint for the purpose, together with the installations relating to water supply, drainage, electricity and any similar services.
12. The allottee shall not without the written permission of the Owner carry on or permit to be carried on within the said property and any trade or business other than that of manufacture of items stated in Clause 4 of the agreement or any of the trades allowed in the complex and for which the allotment of the flatted factory has been made nor the allottee shall do the same in a manner which may amount to nuisance, annoyance or disturbance to the occupiers of the other flatted factories in the Complex.
13. The allottee shall permit the Owner or any other person authorized in this behalf by the Owner, at all reasonable times to enter into and upon the said property and to render them such assistance that may be required, and to furnish any information required by the Owner or his authorized representative to inspect the state of repairs. And if upon inspection it appears that any repairs whether current or special are necessary, the Owner may require the Hirer to execute those repairs; Provided that on his failure to do so within a reasonable time, the Owner may execute them at his expense, which the Hirer hereby agrees to re-imburse and abide by the decisions of the Owner.
14. The Hirer (allottee) shall permit the Owner or his representatives or his workmen and agents to enter upon the said property for the purpose of laying, repairing or placing the water pipe-line, sewage-line or any electric supply line or any service line for any work connected therewith as also for the purpose of making any connection to other properties from any service line laid in the said property.
15. The allottee shall not make or permit to be made any alterations or additions to the said property without proper permission in writing of the Owner and also of the sanction or permission in writing of the local authority concerned, if necessary.
16. The Hirer shall not sell, transfer, mortgage, pledge, sub-let, underlet, assign or otherwise deal with or part with the possession of the said property or any interest therein, without the previous written consent of the Owner. Provided further that change in the constitution and / or name of the firm / company of the Hirer without prior written consent of the Owner shall be deemed to amount to transfer, assignment and dealing. Provided further that in the event of the consent being given, the Owner may impose such terms and conditions as he may think fit.
17. The allottee shall pay service charges for maintenance of common portions and common services to the Owner or any other Government Agency or any other Agency as determined by the Owner.
18. The Hirer hereby absolves the Owner from any liability in case of damage to or destruction of the said property as consequences of any accident or any other event. And it shall be the duty of the Hirer to get necessary repairs carried out in order to restore the property to its original condition to the satisfaction of the Owner.

19. The Hirer shall ensure the said property in the name of the Owner and shall at all times during the continuance of this agreement, keep the same insured independently and separately from his other things, against loss or damage by fire, natural calamities, accidents, riots and all other risks with a nationalized Insurance Company approved and shall deposit with the Owner such Insurance Policies, receipts for the payment of the premium (s) in respect of the same.
20. If the Hirer uses the said property or common portions and common services in such a way as to cause damage to or deterioration or malfunctioning of the same, the Hirer shall pay to the Owner or any other Government Agency, as the case may be, the expenses of rectification of such damage, deterioration or malfunctioning.
21. The Hirer shall comply with all Rules and Regulations in-force from time to time in respect of the working of the said property.
22. That if the said property requires any structural additions or alternations to suit the particular needs of the processes and functions of the Hirer, the same shall be undertaken by the Hirer at his/her/their own cost after obtaining the written permission of the Owner and other authorities concerned. The permission may be refused if the same is considered undesirable or unsafe for the said property. Any additions and alterations carried out by the Hirer will be subject to removal at the cost of the condition as and when directed by the Owner. Should the Owner not insist for removal, no compensation or expenses incurred in making these additions and alterations will be payable by the Owner to the Hirer.
23. That the Hirer shall keep the property in proper sanitary condition to the satisfaction of the Owner and the Municipal Authority concerned and shall make arrangement for removing day to day waste turned out by the factory at his /her / their own cost but the Owner would have the option to do the same at the cost of the Hirer after giving the letter 24-hours notice. In the event of such services being rendered by the Owner, the Owner shall be entitled to demand and recover from the Hirer the cost of such services as may be determined by the Owner.
24. If the Hirer makes default in payment of any sum due to the Owner under this agreement on the due date or fails to observe and perform any of the terms and conditions of this agreement or if he shall be adjudicated insolvent or in the case of Limited Company, be wound up whether voluntarily or otherwise or if execution shall be levied or threatened to be levied upon the said property, then in each and every such case the Owner shall forthwith become entitled to immediate de-facto possession of the said property and the Owner may without prejudice to any claim for arrears of hire or damage for breach of this Agreement forthwith or without notice or demand terminate the Hiring or by written notice either served personally or through post or by publication absolutely determine this Agreement and enter into possession.
25. The Hirer shall not encroach upon Government land. In the event of default the Owner would have the option to remove such illegal encroachment and /or unauthorized construction at the risk and cost of the Hirer without giving the Hirer any notice whatsoever without prejudice to any other action that the Owner might take.
26. That Hirer shall remain a member of Flatted Factories Entrepreneurs Association, Okhla and shall pay the charges as prescribed by the said Association.
27. That the Hirer shall submit a certificate from the association that he has acquired membership of the Flatted Factories Entrepreneurs Association, Okhla.
28. In case the hire purchaser fails to pay the installments / cost within stipulated period he shall be deemed to have forfeited his right as a hire purchaser. In such an event the Owner will have power to terminate the Hire-Purchase Agreement in his own discretion and to re-enter upon the flat in question and to take steps for recovery of Government dues as arrears of land revenue. The Owner will also have power to enlarge or to defer receipt of payment from an individual allottee / hire purchaser in his discretion.
29. In case the Hirer who have opted the scheme within the stipulated period i.e. upto 30.06.2006, fails to pay any dues that shall be payable by him/her/them on its due date, he/ she/ they shall be liable to pay interest @ 14.75% PA on such defaulted dues or part thereof as the case may be until payment of such dues or part.
30. In case the Hirer, who have opted the scheme after expiry of the stipulated period i.e. 30.06.2006 fails to pay any dues that shall be payable by him / her/ them on its due date, he / she/ they shall be liable to pay interest 17% PA on such defaulted dues or part thereof as the case may be, until payment of such dues or part thereof.
31. Non-observance of any of the above stipulations shall be a breach of the terms of the offer / agreement and the Owner shall take action for such breach against the Hirer in accordance with the power vested in him under the Hire-Purchase Scheme and the Agreement executed thereunder.
32. The capitalized cost of the flatted factory as on 31.05.2006 is as follows:

44.60 Sq. mts flat	Rs. 5,39,674
46.00 Sq. mts flat	Rs. 5,56,614
20.89 Sq. mts flat	Rs. 2,52,775