

Agreement subject to the simultaneous completion of construction by the Promoter as provided in above referred clauses.

xi) If the Promoters/vendors fail to abide by the time schedule for completing the project and handing over the Apartment to the Allottee/purchaser, the Promoters/vendors agree to pay the Allottee/purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/purchaser, for every month of delay, till the handing over of the possession. The Allottee/purchaser agrees to pay the Promoter/vendor, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

xii) Without prejudice to the right of Promoters/vendors to charge interest in terms of applicable permissible interest as per the provisions of law, on the Allottee/purchaser committing default in payment on due date of any amount due and payable by the Allottee/purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at his own opinion, may terminate this Agreement: Provided that, Promoters shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intend to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

xiii) The Promoter/vendor hereby declares that the Floor Space Index available as on date in respect of the project land is Square meters

only and Promoter has planned to utilize Floor Space Index of by availing of TDR of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

xvi) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range to be provided by the Promoter in the said building. There is a bore annexed to the motor pump in the said plot and pipelines will be laid down to each flat with a overhead tank on the 5th floor and with the said connection of water the vendor will supply the water tap connection of M.C. Amravati commonly to the apartment allottees. The electric connection meter shall be taken by the purchaser at their own cost. The purchaser/allottee shall use the common areas and facilities provided for the said flat only in accordance with the purpose for which they are intended, without hindrance or endorsement upon the lawful rights of the other apartment owners/allottees.

xvii) The Promoter/vendor shall give possession of the Apartment to the Allottee/purchaser on or before day of 20 . If the Promoter/vendor fails to neglects to give possession of the Apartment to the Allottee/purchaser on account of reasons beyond his control and his agents by the aforesaid date then the Promoter/vendor shall be liable on demand to refund to the Allottee/purchaser the amounts already received by him in respect of the Apartment with interest from the date the Promoter/vendor received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of – (i) war, civil commotion or act of God; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.