xvi. The Promoters/vendors agree and undertake to identify the Allottee/purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/vendor. The Allottee/purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be.

xvii. The Allottee/purchaser shall take possession of the Apartment within 15 days of the written notice from the Promoter/vendor to the Allottee/purchaser intimating that the said Apartment is ready for use and occupancy and in case the Allottee/purchaser fails to take possession with in the time such Allottee/purchaser shall continue to be liable to pay maintenance charges as applicable.

xviii. The Allottee/purchaser shall use the Apartment for purpose of residence only and not for office/show-room/shop/godown for carrying on any industry or business in any manner whatsoever. The allottee/purcahser shall use the parking space only for purpose of keeping or parking vehicle of his own.

xix. At the time of registration of agreement for sale and conveyance deed/sale deed of the apartment the Allottee/purchaser shall pay to the Promoter, the required stamp duty and registration charges payable on instrument of transfer in respect of the apartment of the building.

xx. The Promoters hereby represents and warrants to the Allottee that the Promoter has clear and marketable title with respect to the project land; as declare in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project. There are no encumbrances upon the project land or the Project except those disclosed in the title report if any. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report if any. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said

due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected, The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date of receipt of certificate of completion. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project except those disclosed in the title report.

xxi. The allottee shall have no right to enter into any agreement for sale or any other agreement / arrangement with any person or party with respect to the projected apartment as described in this deed, in any manner, thereby affect the rights of promoters/vendors under this Agreement in any manner whatsoever. If the allottee/purchaser has created third party interest in the apartment on the basis of this deed of agreement for sale the said transaction is not binding on the promoters/venodrs in any manner whatsoever.

xxii. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him