2.2) Time is essence for the Vendor/Promoter as well as the Allottee. The Vendor/Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor/Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3.) The Vendor/Promoter hereby declares that the total Floor Space Index available as on date in respect of the project land is **1543.62 square meters** only and Vendor/Promoter has planned to utilize Floor Space Index of **1543.62 sq.mtr. by availing of T.D.R. or 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 Vendor/Promoter has disclosed the Floor Space Index of **1543.62 sq.mtr.** 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 Vendor/Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor/Promoter only.

4.1) If the Vendor/Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee, the Vendor/Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Vendor/Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Vendor/Promoter under the terms of this Agreement from the date the said amount is payable by the allottee to the Vendor/Promoter.

4.2) Without prejudice to the right of Vendor/Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Vendor/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 Vendor/Promoter shall at his own option, may terminate this Agreement:

Provided that, Vendor/Promoter 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 intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Vendor/Promoter within the period of notice then at the end of such notice period, Vendor/Promoter shall be entitled to terminate this Agreement.

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Provided further that upon termination of this Agreement as aforesaid, the Vendor/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 Vendor/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 Vendor/Promoter.

5). 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 (if unbranded) to be provided by the Vendor/Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6.) The Vendor/Promoter shall give possession of the Apartment to the Allottee on or before **31st day of December 2023** in view of execution of registered conveyance deed or the other form as per provision of this act. If the Vendor/Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Vendor/Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Vendor/Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Vendor/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.

7.1) **Procedure for taking possession** - The Vendor/Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Vendor/Promoter shall give possession of the [Apartment] to the Allottee. The Vendor/Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor/Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Vendor/Promoter or association of allottees, as the case may be. The Vendor/Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2) The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3) **Failure of Allottee to take Possession of [Apartment]**: Upon receiving a written intimation from the Vendor/Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment] from the Vendor/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor/Promoter

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shall give possession of the [Apartment] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4) If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Vendor/Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor/Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Vendor/Promoter, compensation for such defect in the manner as provided under the Act.

8.) The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.

9) The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association to be known by such name as the Vendor/Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Vendor/Promoter within seven days of the same being forwarded by the Vendor/Promoter to the Allottee, so as to enable the Vendor/Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1) The Vendor/Promoter shall, within three months of registration of the Society or Association, as aforesaid, cause to be transferred to the society all the right, title and the interest of the Vendor/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2) The Vendor/Promoter shall, within three months of registration of the Societies, as aforesaid, cause to be transferred to the association all the right, title and the interest of the Vendor/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3) Within 15 days after notice in writing is given by the Vendor/Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and

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building/s. Until the Society is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Vendor/Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Vendor/Promoter provisional monthly contribution of Rs.2500/- per month towards the outgoings. The amounts so paid by the Allottee to the Vendor/Promoter shall not carry any interest and remain with the Vendor/Promoter until a conveyance/ assignment of lease of the structure of the building or wing is executed in favour of the society as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Vendor/Promoter to the Society or the association as the case may be.

10) The Allottee shall on or before delivery of possession of the said premises keep deposited the amount of Rs. 90,000/- with the Vendor/Promoter, as per following manner :-

(i) Rs.10,000/- for share money, application entrance fee of the Society or association.

(ii) Rs.15,000/- for formation and registration of the Society or association.

(iii) Rs.10,000/- .for proportionate share of taxes and other charges/levies in respect of the Society or association

(iv) Rs.5,000/- for deposit towards provisional monthly contribution towards outgoings of Society or association.

(v) Rs.40,000/- For Deposit towards Electric, and other utility and services connection charges &

(vi) Rs.10,000/- for deposits of electrical receiving and Sub Station provided in Layout

11) The Allottee shall pay to the Vendor/Promoter a sum of Rs. 10,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Vendor/Promoter in connection with formation of the said Society, or association and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12) At the time of registration of conveyance of the structure of the building of the building, the Allottee shall pay to the Vendor/Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance of the project land, the Allottee shall pay to the Vendor/Promoter, the Allottees' share of stamp duty and registration charges payable, on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the apartment owners.

13). REPRESENTATIONS AND WARRANTIES OF THE VENDOR/ PROMOTER

The Vendor/Promoter hereby represents and warrants to the Allottee as follows:

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i.) The Vendor/Promoter has clear and marketable title with respect to the project land; as declared 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;

ii) The Vendor/Promoter has 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;

iii) There are no encumbrances upon the project land or the Project.

iv) There are no litigations pending before any Court of law with respect to the project land or Project.

v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following 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 Vendor/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;

vi) The Vendor/Promoter has the right to enter into this Agreement and has 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;

vii) The Vendor/Promoter has 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;

viii) The Vendor/Promoter confirms that the Vendor/Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix) At the time of execution of the conveyance deed of the apartment to the allottees the Vendor/Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x) The Vendor/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;

xi) 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 Vendor/Promoter in respect of the project land and/or the Project.

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14) The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor/Promoter as follows :-

i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor/Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the allottee shall be responsible and liable for consequences thereof to the concerned local authority and /or other public authority.

iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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