Allottee/Purchaser to the Promoter/Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/Purchaser committing three defaults of payment of installments, the Promoter/Developer shall at his own option may terminate this Agreement:

Provided that, Promoter/Developer shall give notice of fifteen days in writing to the Allottee/Purchaser, by Registered Post AD at the address provided by the Allottee/Purchaser and mail at the e-mail address provided by the Allottee/Purchaser, 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/Purchaser fails to rectify the breach or breaches mentioned by the Promoter/Developer within the period of notice then at the end of such notice period, Promoter/Developer shall be entitled to terminate this Agreement.

Provided further that, upon termination of this Agreement as aforesaid, the Promoter/Developer shall refund to the Allottee/Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter/Developer) within a period of thirty days of the termination, the installments of sale consideration of the Flat/Shop which may till then have been paid by the Allottee/Purchaser to the Promoter/Developer.

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 Promoter/Developer in the said building and the Flat/Shop as are set out in **Annexure 'D'** annexed hereto.

6. The Promoter/Developer shall give possession of the Flat/Shop to the Allottee/Purchaser on or before _____ day of _____20___. If the Promoter/Developer fails or neglects to give possession of the Flat/Shop to the Allottee/Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter/Developer shall be liable on demand to refund to the Allottee/Purchaser the amounts already received by him in respect of the Flat/Shop with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the

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Promoter/Developer received the sum till the date the amounts and interest thereon is repaid.

Provided that, the Promoter/Developer shall be entitled to reasonable extension of time for giving delivery of Flat/Shop on the aforesaid date, if the completion of building in which the Flat/Shop 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.

Provided further that, the Promoter/Developer shall not be liable for any loss/damage or delay due to MSEB causing delay in sanctioning and supplying electricity or due to the Corporation or concerned local authority causing delay in supplying permanent water connection or such other service connections necessary for using/ occupying the said premises.

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

7.2 The Allottee/Purchaser shall take possession of the Flat/Shop within 15 days of the written notice from the Promoter/Developer to the Allottee/Purchaser intimating that the said Flat/Shop are ready for use and occupancy:

7.3 **Failure of Allottee/Purchaser to take Possession of [Flat/Shop]:** Upon receiving a written intimation from the Promoter/Developer as per clause

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8.1, the Allottee/Purchaser shall take possession of the [Flat/Shop] from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Developer shall give possession of the [Flat/Shop] to the Allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in clause 8.1 such Allottee/Purchaser 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 Flat/Shop to the Allottee/Purchaser, the Allottee/Purchaser brings to the notice of the Promoter/Developer any structural defect in the Flat/Shop or the building in which the Flat/Shop are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter/Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser shall be entitled to receive from the Promoter/Developer, compensation for such defect in the manner as provided under the Act.

Provided that, this warranty is applicable only if after occupying of the Flat/Shop the Allottee/Purchaser shall maintain the Flat/Shop in the same conditions as it was handed over to him by the Promoter/Developer. In case he makes any changes like shifting of the walls, doors, windows and their grills, Bedrooms, kitchen, bathrooms, enclosing balconies, flower bed, extending rooms, changing flooring, plumbing systems, electrical wiring, sanitary systems and fitting, fixing falls ceiling or doing any work affecting and damages the columns and/or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or society or association/company. Further, in the following cases where the Allottee/Purchaser i) installs air-conditioners on the external walls haphazardly which may destabilize the structure ii) Allottee/Purchaser and/or its tenants load heavy luggage in the lift, iii) damage any portion of the neighbour's apartment, of common area by drilling or hammering etc., and iv) does not fallow the conditions mentioned in the maintenance manual, the aforesaid warranty. given by the Promoter/Developer shall not be invocable.

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8. The Allottee/Purchaser shall use the Flat/Shop or any part thereof or permit the same to be used only for purpose of *residence/office/ show-room/shop/godown for carrying on any industry or business.(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee/Purchaser along with other Allottee/Purchaser(s) of Flat/Shop in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter/Developer 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 or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter/Developer within seven days of the same being forwarded by the Promoter/Developer to the Allottee/Purchaser, so as to enable the Promoter/Developer to register the common organization of Allottee/Purchaser. No objection shall be taken by the Allottee/Purchaser 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 Promoter/Developer shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter/Developer and/or the owners in the said structure of the Building or wing in which the said Flat/Shop is situated.

9.2 The Promoter/Developer shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter/Developer and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

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9.3 Within 15 days after notice in writing is given by the Promoter/Developer to the Allottee/Purchaser that the Flat/Shop is ready for use and occupancy, the Allottee/Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Shop) 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 building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/Purchaser shall pay to the Promoter/Developer such proportionate share of outgoings as may be determined. The Allottee/Purchaser further agrees that till the Allottee/Purchaser's share is so determined the Allottee/Purchaser shall pay to the Promoter/Developer provisional monthly contribution of Rs. _____. per month towards the outgoings. The amounts so paid by the Allottee/Purchaser to the Promoter/Developer shall not carry any interest and remain with the Promoter/Developer until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company 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 Promoter/Developer to the Society or the Limited Company, as the case may be.

10. The Allottee/Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter/Developer, the following amounts :-

(i) Rs. ..... /- for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.

(ii) Rs. ..... /- for formation and registration of the Society or Limited Company/Federation/Apex body.

(iii) Rs. ..... /- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body

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(iv) Rs. ..... /- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs. ..... /- for Deposit towards Water, Electric, and other utility and services connection charges &

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

11. The Allottee/Purchaser shall pay to the Promoter/Developer a sum of Rs. ..... /-for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter/Developer in connection with formation of the said Society, or Limited Company, or Apex Body or Federation 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 or Lease of the structure of the building or wing of the building, the Allottee/Purchaser shall pay to the Promoter/Developer, the Allottee/Purchaser's share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease 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 or Lease of the project land, the Allottee/Purchaser shall pay to the Promoter/Developer, the Allottee/Purchaser & share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. **Representations And Warranties Of The Promoter/Developer :**

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

i. The Promoter/Developer 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;

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ii. The Promoter/Developer 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 except those disclosed in the title report;

iv. 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;

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 Promoter/Developer 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 Promoter/Developer 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/Purchaser created herein, may prejudicially be affected;

vii. The Promoter/Developer 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 [Flat/Shop] which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement;

viii. The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said [Flat/Shop] to the Allottee/Purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of Allottee/Purchasers the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee/Purchasers;

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x. The Promoter/Developer 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 Promoter/Developer in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Flat/Shop may come, hereby covenants with the Promoter/Developer as follows:-

i. To maintain the Flat/Shop at the Allottee/Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Shop is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Shop 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 Flat/Shop is situated and the Flat/Shop itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Flat/Shop 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 Flat/Shop 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 Flat/Shop is situated, including entrances of the building in which the Flat/Shop is situated and in case any damage is caused to the building in which the Flat/Shop is situated or the Flat/Shop on account of negligence or default of the Allottee/Purchaser in this behalf, the Allottee/Purchaser shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Flat/Shop and maintain the Flat/Shop in the same condition, state and order in

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which it was delivered by the Promoter/Developer to the Allottee/Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat/Shop is situated or the Flat/Shop 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/Purchaser committing any act in contravention of the above provision, the Allottee/Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Flat/Shop 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 Flat/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop is situated and shall keep the portion, sewers, drains and pipes in the Flat/Shop 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 Flat/Shop 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 Flat/Shop without the prior written permission of the Promoter/Developer 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 Flat/Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Shop in the compound or any portion of the project land and the building in which the Flat/Shop is situated.

vii. Pay to the Promoter/Developer within fifteen days of demand by the Promoter/Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity

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