

12. TERMINATION OF AGREEMENT :

12.1. Without prejudice to the right of Promoters to charge interest as mentioned above, on the Allottee/Purchaser committing default in payment on due date of any amount due and payable by the Allottee/Purchaser to the Promoters under this Agreement (including his 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 Promoters shall at their own option, may terminate this Agreement.

Provided that, Promoters 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/or mail at the e-mail address provided by the Allottee/Purchaser, of their 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 Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee/Purchaser (subject to the deduction of 20% of the total amount till then received by the Promoters towards the adjustment and recovery of any administrative expenses and an amount for agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the installments of sale consideration of the said Flat/ Apartment which may till then have been paid by the Allottee/Purchaser to the Promoters and the Promoters herein shall be entitled to deal with said Flat/Apartment with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoters shall not be considered as waiver of Promoters absolute right to terminate this Agreement.

12.2. For whatsoever reason if the Allottee/Purchaser herein, without any default or breach on his part, desire to terminate this Agreement/ transaction in respect of the said Flat/apartment then, the Allottee/Purchaser herein shall issue a prior written notice to the Promoters as to the intention of the Allottee/Purchaser and on such receipt of notice the Promoters herein shall be entitled to deal with the said apartment with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoters shall issue a 15 days notice in writing calling upon him/ her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee/Purchaser shall be entitled to receive the refund of consideration, subject to terms of this agreement.

12.3. It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoters and Allottee/Purchaser herein terminated as stated in sub-para herein above written then all the instruments under whatsoever head executed

between the parties hereto or between the Promoters and Allottee/Purchaser herein, in respect of the said apartment, shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

13. POSSESSION OF THE APARTMENT :

13.1. The Promoters agree and understand that the timely delivery of possession of the said Flat/apartment is the essence of this Agreement, subject to receipt of full consideration/total price of the said Flat/apartment and all the dues of the Promoters and taxes thereon are paid by the Allottee/Purchaser in respect of the said Flat/apartment in terms of this presents, the Promoters, based on the approved plans and specifications, shall give possession of the said Flat/Apartment to the Allottee/Purchaser on or before 01/01/2021.

It is further expressly agreed between the Vendor & Purchaser that the reasonable time shall be extended to handover the possession of the said flat premises on account of the reasons which are beyond the control of the Vendor like War, civil commotion, flood, draught, etc. (Force Majeure) & further if the Purchaser is not willing to extend the time for the reasons mentioned hereinabove then in that event the promoter shall refund the amount of the consideration received by him as per the provisions of RERA.

14. PROCEDURE FOR TAKING POSSESSION :

14.1. The 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 said 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 Promoter shall give possession of the said Apartment to the Allottee. The 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 Promoter. The Allottee agree(s) to pay the monthly maintenance charges as determined by the Promoter or society / association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project. The allottee has agreed to pay the one time maintenance fund Rs. 75,000/- (in words Rs. Seventy Five Thousand only) at the time of taking over possession of the said Flat and the Promoter has agreed to deposit the said amount of maintenance fund in separate bank account which the promoter shall open in any nationalised bank or co-operative bank and which will be used for major maintenance, if required. The Allottee has agreed to pay monthly maintenance charges as decided by the Promoter or by the society as and when formed regularly and the Promoter shall use the said amount of maintenance charges for maintenance of the common areas and facilities and after formation

of co-operative society, the said society shall use the said amount of maintenance charges for maintenance of the common areas and facilities and in case, the said amount is found short, and the Promoter incurs the additional maintenance charges, the same shall be recovered proportionately from the allottee. The Promoter has absolute right to hand over the maintenance to the Cooperative Society as and when formed. The Promoter shall inform the society regarding its intention to stop the maintenance of common areas and facilities in respect of the building in which the Purchaser is purchasing the flat premises which is described in Schedule II hereunder written. The said amount of one time maintenance collected by the Vendor shall be kept in Fixed Deposit in the Nationalised Bank or in Co-operative Bank in which the Society's account will be opened as and when formed. Till then the said amount shall be deposited by the Promoter in a separate Bank Account in its name.

14.2. The Allottee/Purchaser shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee / Purchaser intimating that the said Apartment/s is/are ready for use and occupancy.

15. FAILURE OF ALLOTTEE/PURCHASER TO TAKE POSSESSION:

Upon receiving a written intimation from the Promoters as mentioned hereinabove, the Allottee/Purchaser shall take possession of the said Flat/Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said Flat/Apartment to the Allottee/Purchaser. In case the Allottee/Purchaser fails or commits delay in taking possession of the said Flat/Apartment within the time provided as mentioned above, such Allottee/Purchaser shall continue to be liable to pay maintenance charges as applicable as well as property tax, electricity charges and any other expenses and outgoing in respect of the said Flat/Apartment and the Promoters shall not be liable for the maintenance, wear and tear of the said Flat/Apartment.

16. COMPENSATION :

That the Allottee/Purchaser has given his specific confirmation herein that the responsibility of title of the said property be on the Promoters up and until the conveyance of the said building and the said property thereunder.

Except or occurrence of the events stating herein above, if the Promoters fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Promoters on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoters shall be liable, on demand to the Allottee/Purchaser, in case the Allottee/Purchaser

wishes to withdrawn from the project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% percent per annum within 30 days including compensation in the manner as provided under the Act.

Provided that where if the Allottee/Purchaser does not intend to withdraw from the said property, the Promoters shall pay the Allottee/Purchaser interest as per the State Bank of India highest Marginal cost of Lending Rate plus 2%, on all the amounts paid by the Allottee/Purchaser, for every month of delay, till the handing over of the possession of the Apartment.

17. DEFECT LIABILITY :

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

18. USE OF FLAT/APARTMENT :

The Allottee/Purchaser shall use the said Flat/Apartment or any part thereof or permit the same to be used only for Residential purpose.

19. FORMATION OF ORGANISATION APARTMENT HOLDERS :

19.1. The Allottee/Purchaser along with other Allottee/Purchasers of Apartments in the said building shall join in forming and registering the association of apartment owners-condominium to be known by such name as V N RESIDENCY APARTMENT 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 association of apartment owners and for becoming a member, including the byelaws of the proposed association of apartment owners and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee/Purchaser, so as to enable the Promoters to register the common organisation of Allottee/ Purchasers. No objection shall be taken by the Allottee/Purchaser if any, changes or modifications are made in the draft bye-laws, of the association of apartment owners, 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.

19.2 The Promoter shall form the Aparment/Co-op. Society or Company as the case may be after the completion of V N RESIDENCY APARTMENT

& shall form the said Apartment/Co-op. Society or Company after the Completion Certificate is received by the Competant Authority.

19.3 The Promoters shall, within three months of registration of the association of apartment owners, cause to be transferred to the association of apartment owners all the right, title and the interest of the Promoters in the said structure of the Building in which the said Apartment is situated.

19.4 The Promoters shall, within three months of registration of the Federation/apex body of the association of apartment owners cause to be transferred to the Federation/Apex body all the right, title and the interest of the Promoters in the said property on which the said building is constructed.

20. PAYMENT OF TAXES, CESSSES, OUTGOINGS ETC. :

20.1. The Allottee/Purchaser herein is well aware that, the state Government of Maharashtra has imposed GST on the agreed consideration, for the transaction for the sale of apartment by the Promoters to the Allottee/Purchaser of the Apartments under the GST and as per the aforesaid act, responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that the Allottee/Purchaser herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transactions to the Promoters herein to enable the Promoters to deposit/pay the same to the Government of the Maharashtra.

20.2. The Allottee/Purchaser herein is well aware that the Central Government of India has imposed GST on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of the apartment by the Promoters to the Allottee/Purchaser and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the Promoters and hence it is agreed between the parties hereto that the Allottee/Purchaser shall bear and pay the aforesaid tax amount on every installment of payment of consideration.

20.3. If at any time, after execution of this agreement, GST etc. is imposed/increase under respective statue by the Central Government and State Government respectively and further at any time before or after execution of this agreement any additional taxes / duty / charges / premium / levies / cess / surcharge etc. by whatever name called, is levied or recovered or becomes payable under any statue/ rule/ regulation/ notification/order either by the Central or the State Government or by the local authority or by any revenue or other authority on the said Flat/Apartment or this agreement or the transaction herein, shall exclusively be borne and paid by the Allottee/Purchaser. The Allottee/Purchaser hereby always indemnifies the Promoters from all such levies, cost and

consequences. Provided that the Promoters shall provide to the Allottee/Purchaser the details of the taxes paid or demanded along with the acts/rules/notification together with date from which such taxes/levies etc. have been imposed or become effective.

20.4. Within 30 days after notice in writing is given by the Promoters to the Allottee/Purchaser that the said Flat/Apartment 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 Apartment) of outgoings in respect of the said property and the said Building 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 said property and the said building. Until the Society or Limited Company is formed and the said structure of the said building is transferred to it, the Allottee/Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee/Purchaser further agrees that till the Allottee/Purchaser share is so determined the Allottee/Purchaser shall pay to the Promoters provisional monthly contribution towards the outgoings. The amounts so paid by the Allottee/Purchaser to the Promoters shall not carry any interest and remain with the Promoters until a conveyance of the structure of the said building is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed for the structure of the said building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.

20.5. Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/Purchaser of the said apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoters in such circumstances the Promoters herein shall be entitled to recover the same from the Allottee/Purchaser along with interests and Allottee/Purchaser herein shall pay the same to the Promoters within stipulated period as may informed by the Promoters to the Allottee/Purchaser in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said apartment being first encumbrance of the Promoters. The Allottee/Purchaser herein with due diligence has accepted the aforesaid condition.

21. DEPOSITS BY ALLOTTEE/PURCHASER WITH THE PROMOTERS:

21.1. The Allottee/Purchaser shall on or before delivery of possession of the said Flat/Apartment keep deposited with the Promoters, the following

amounts :-

- (i) For share money, application entrance fee of the association of apartment owners or the Society or Limited Company/Federation/ Apex body.
- (ii) For formation and registration of the association of apartment owners or the Society or Limited Company/Federation/ Apex body.
- (iii) For proportionate share of taxes and other charges/levies in respect of the association of apartment owners or the Society or Limited Company/Federation/ Apex body.
- (iv) For deposit towards provisional monthly contribution towards outgoings of the association of apartment owners or Society or Limited Company/Federation/ Apex body.
- (v) For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) For deposits of electrical receiving and Sub Station provided in said property.

21.2. The Allottee/Purchaser shall pay to the Promoters the deposit for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the association of apartment owners or 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.

21.3. At the time of registration of conveyance of the structure of the said building, the Allottee/Purchaser shall pay to the Promoters, the Allottee/Purchaser's share of stamp duty and registration charges payable, by the association of apartment owners or the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance, the Allottee/Purchaser shall pay to the Promoters, the Allottee/Purchaser's share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said property to be executed in favour of the Apex Body of the association of apartment owners or Federation.

22. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

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

- a. The Promoters has clear and marketable title with respect to the said property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the property and also has actual, physical and legal possession of the property for the implementation of the Project;

- b. The Promoters 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;
- c. There are no encumbrances upon the said property or the Project except those disclosed in the title report;
- d. There are no litigations pending before any Court of law with respect to the said property or Project except those disclosed in the title report;
- e. All drawing, sale plans, other drawings are as given to the Promoters by the appointed Architect, structural Consultants, other consultants, the Promoters has thus disclosed the same to the Allottee/Purchaser and the Allottee/Purchaser is aware that professional liability have been undertaken by them individually with the Promoters which shall prevail on these consultants individually or cumulatively if there is any loss/harm is caused to the Allottee/Purchaser and based on these said details of the drawings and the calculations and areas shown, the Allottee/Purchaser has agreed to take the said Flat/Apartment.
- f. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said property and said building 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, said property and said building shall be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said property, said Building and common areas;
- g. The Promoters 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;
- h. The Promoters 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 said property, including the Project and the said Flat/Apartment which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement;
- i. The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said Flat/Apartment to the Allottee/Purchaser in the manner contemplated in this Agreement;
- j. At the time of execution of the conveyance deed of the structure to the association of Allottee/Purchaser the Promoters shall handover

lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/Purchaser;

- k. The Promoters 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;

- l. 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 said property and/or the Project except those disclosed in the title report.

23. COVENANTS AS TO USE OF THE SAID FLAT/APARTMENT:

The Allottee/Purchaser himself with intention to bring all persons into whosoever hands the said Flat/Apartment may come, hereby covenants with the Promoters as follows for the said Flat/apartment and also the said building in which the said Flat/apartment is situated:

- a. To maintain the Apartment at the Allottee/Purchaser'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.
- b. 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 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/Purchaser in this behalf, the Allottee/Purchaser shall be liable for the consequences of the breach.
- c. 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 Promoters to the Allottee/Purchaser 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/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.

- d. 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, Parris or other structural members in the Apartment without the prior written permission of the Promoters and/or the association of apartment owners or the Society or the Limited Company.
- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the said building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- g. Pay to the Promoters within 15 (fifteen) days of demand by the Promoters, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- h. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/Purchaser for any purposes other than for purpose for which it is sold.
- i. The Allottee/Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/Purchaser to the Promoters under this Agreement are fully paid up.

- j. The Allottee/Purchaser shall observe and perform all the rules and regulations which the association of apartment owners or the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/Purchaser shall also observe and perform all the stipulations and conditions laid down by the association of apartment owners or the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- k. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of the association of apartment owners or the Society/Limited Society, the Allottee/Purchaser shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- l. Till a conveyance of the said property on which the building in which Apartment is situated is executed in favour of the association of apartment owners or Apex Body or Federation, the Allottee/Purchaser shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said property or any part thereof to view and examine the state and condition thereof.
- m. That the Allottee/Purchaser shall indemnify and keep indemnifying the Promoters towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee/Purchaser.
- n. That nothing herein contained shall construe as entitling the Allottee/Purchaser any right on any of the adjoining, neighboring or the remaining buildings/common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee/Purchaser to the Promoters in this regards.
- o. That the parking spaces allotted to the respective Allottee/Purchaser, shall be used only for the purposes of parking.

24. NAME OF THE BUILDING :

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoters herein have decided to have the name of the said building as "V N RESIDENCY APARTMENT" and further erect or affix Promoters name board at suitable places as decided by the Promoters herein on building and at the entrance of the project. The Allottee/Purchaser herein or the proposed ultimate organization of apartment purchasers are not entitled to change the aforesaid building name and remove or alter Promoters name board in any circumstances.

25. ENTIRE AGREEMENT AND RIGHT TO AMEND :

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/ Apartment. This agreement may only be amended through written consent of the parties.

26. SEPARATE ACCOUNTS FOR SUMS RECEIVED :

The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee/Purchaser towards total price/consideration of the said Flat/apartment and as advance or deposit, sums received on account of the share capital for the promotion of the association of apartment owners or the Co-operative Society or association or Company or any such legal entity/organization that may be formed, towards the out goings, legal charges etc. and shall utilize the amounts only for the purposes for which they have been received. So also the Vendor/Promoter is also entitle to receive one time maintainance amount & other deposits from the purchaser & of which the Vendor shall maintain the account as mentioned hereinabove.

Provided that the Promoters shall be allowed to withdraw the sums received from the Allottee/Purchaser and utilize the same as contemplated and permitted under the said act and rules and regulation made thereunder.

27. RIGHT OF ALLOTTEE/PURCHASER TO USE THE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES :

The Allottee/Purchaser hereby agrees to purchase the said Flat/ Apartment on the specific understanding that his right is to only to the use and unless specifically allotted/given vides (limited) common areas/ facilities, the use of Common Areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Flat/