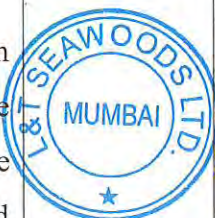


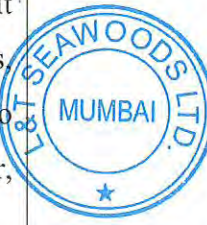
	building in which the Apartment is to be situated is delayed on account of – (i) war, civil commotion or act of God; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.		(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
7.1 & 7.2	7.1 Procedure for taking possession- 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 [Apartment/Plot], 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 [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or 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. 7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said	16 at Page 25 & 26	(i) The Promoter shall send the intimation to offer the possession to the Allottee/s in writing within 7 (Seven) days or within such other period of receiving upon obtaining the Occupancy Certificate from the competent authority in respect of the Said Apartment is located. The Promoter, upon full and timely payment made by the Allottee/s as per this Agreement, shall offer the possession of the Said Apartment, to the Allottee/s in terms of this Agreement to be taken within 15 (fifteen) days 3 (three months) from the date of issue of aforesaid intimation/ such notice (“Handover Date”) and the Promoter shall give possession of the Said Apartment to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the Outgoings maintenance charges as determined by the Promoter or association of allottees, as the case may be from the Handover Date; (ii) The Allottee/s shall take possession of the Said Apartment within 15 (Fifteen) days of the written notice from the Promoter to the Allottee/s intimating that the Said Apartment s are ready for use and occupancy; (iii) From the Handover date of the Said Apartment, the Allottee/s shall be liable to pay from time to



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	Apartments are ready for use and occupancy:		time, the Outgoings and charges referred to in Clause 22 hereinbelow to the Promoter on such date when the same are due and payable in the hands of the Allottee/s; (iv) In the event, the Promoters completes the construction of the said Apartment and obtains the occupation certificate/part occupation certificate, prior to the Possession Date, in such an event, the Allottee shall take the possession of the said Apartment upon receiving intimation from the Promoters by making the balance payment towards the Consideration, as per the payment plan stated in Fourth Schedule hereunder.
7.3	Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] 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.	17 at Page 26	Upon receiving a written intimation from the Promoter as per Clause 16 (i) 8.4 hereinabove, the Allottee/s shall, within the time stated in Clause 16 (ii) hereinabove, take possession of the Said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in Clause 16 8.4 hereinabove, the such Allottee/s shall continue to be liable to pay Outgoings maintenance charges as applicable from the Handover Date under Clause 16. Moreover, from the Handover Date the upkeep, maintenance, and internal condition of the Said Apartment shall be at the cost of the Allottee/s alone. The Promoter shall not be responsible for any wear and tear to the Said Apartment which may occur after the Handover Date. The Promoter shall not in any manner whatsoever be obligated to look after the upkeep, maintenance, and internal condition, including fitting, fixtures, electronic



			goods or any other facilities provided within the Said Apartment on and from the Handover Date. It is clarified that though the Promoter is under no obligation to do so, it may, at its sole discretion incur expenses for the upkeep and maintenance of the Said Apartment even after the Handover Date. It is further clarified that, in the event the Allottee fails to take the possession of the said Apartment, from the Promoter within the period stated by the Promoter and as specified in this Agreement, then the Allottee shall be liable to pay from the Handover Date, to the Promoter, compensation at the rate of INR 40/- per sq. ft. of the carpet area, per month for the upkeep/cleaning/maintenance of the Said Apartment. Such compensation shall be payable in addition to the Outgoings and other charges payable by the Allottee. The Allottee/s agree that the said rate of compensation is a genuine and reasonable pre-estimate of the cost/damages incurred by the Promoter in case of the Allottee/s failure to take possession.
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 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 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 Promoter,	18 at Page 27 	DEFECT LIABILITY PERIOD: 18.1 If within a period of 5 (Five) years from ~~the date of handing over the Apartment to the Allottee~~ the Handover Date, the Allottee/s brings to the notice of the Promoter any structural defect in the Said 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 Promoter or its contractor at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act RERA. It is clarified that the Promoter shall not be liable for any

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compensation for such defect in the manner as provided under the Act

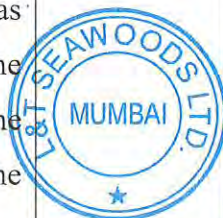


such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s (including the Allottee/s appointing vendors/contractors) and/or any other allottee/s in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project . The Allottee/s is/are aware that any change(s), alteration(s) including breaking of walls and/or failure to adhere to the fit out manual and house rules may adversely impact the building/s in the Real Estate Project and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to all allottee/s of the the Real Estate Project to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee/s and/or other allottees of the Real Estate Project shall have no claim(s) of whatsoever nature against the Promoter in this regard;

18.2 The Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection or due to any renovation and /or alterations etc. carried out by the Allottee/s and any other allottees/ occupants of the other apartments/units/premises in the Real Estate Project. The Allottee/s agree/s and covenant/s not to hold the Promoter liable and/or responsible for any such defects arising out of inherent properties of concrete and/or caused due to any renovations and/or alterations etc. carried out by the Allottee/s and any other allottees/ occupants of the Real Estate Project.

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9 & 9.1	9. The Allottee along with other allottee(s)s of Apartments 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 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 within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the 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 Promoter 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	20 at Page 27 & 28	<u>FORMATION AND RIGHTS & RESPONSIBILITIES OF ASSOCIATION</u> 20.1. The Promoter shall submit relevant application for the purpose of formation of a society or an association or a limited company as the case may be of the Allottee/s along with the other allottee/s of the Real Estate Project to the competent authority in accordance with the applicable provisions read with the RERA and RERA Rules and regulation made thereunder; 20.2. The Allottee/s along with other allottee(s)s of apartments/units in the building Real Estate Project shall join in forming and registering the society or association or a limited company to be known by such name as the Promoter may decide ("Association"). and for this purpose also The Allottee/s shall from time to time for the purpose of formation of Association, 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 Association Society and duly fill in, sign and return to the Promoter within 7 (Seven) days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organisation of Allottee/s. No objection shall be taken by the Allottee/s 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. Notwithstanding what is contained under this Clause, the Promoter may, at its sole discretion,
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Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.



incorporate separate/independent Association in respect to each of the building in the Cluster G and the Allottee/s expressly consents to the same and shall not raise any objection in this regard. The Association so formed shall admit all allottee's of the Real Estate Project as members in accordance with its constituent document;

20.3. The Promoter shall be entitled, but not obligated to, join as a member of the Association in respect of the unsold apartments/units in the Real Estate Project;

20.4. The Promoter shall, within one month from the date on which the Association is constituted/registered or within three months from the date of issuance of the Occupancy Certificate for all the Real Estate Project and sale of all apartments thereto (whichever is later), transfer/assign/sub-lease to the Association, all the right, title and the interest of the Promoter in the structure of the Real Estate Project (excluding basements and podiums). However, the Promoter shall be entitled to (but not obligated to) transfer/assign/sub-lease to the Association, all the right, title and the interest of the Promoter in the structure of the Real Estate Project (excluding basements and podiums) within three months from the date of issuance of the Occupancy Certificate for all the Real Estate Project subject to the Promoter's right to dispose of the remaining Apartments, if any. ~~The Promoter 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 and/or the~~

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