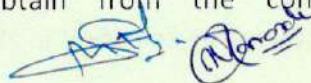


which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The DEVELOPERS/ PROMOTER undertakes and agrees that while raising a demand on the PURCHASER/ALLOTTEE/S for increase in development charges, cost, or levies imposed by the competent authorities etc., the DEVELOPERS/ PROMOTER shall enclose the said notification / order / rule / regulation /demand, published/issued in that behalf to that effect along with the demand letter being issued to the PURCHASER/ALLOTTEE/S, which shall only be applicable on subsequent payments.

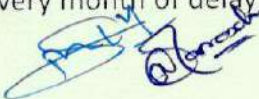
13. It is agreed between the parties that in the event the PURCHASER/ALLOTTEE/S has/have availed of the benefit of any subvention scheme or any other scheme as may have been made available to the PURCHASER/ALLOTTEE/S, the terms and conditions of such scheme including the subvention scheme and any letters, NOCs, Indemnity Bonds, Deeds, Agreements/Tripartite Agreements, MOUs, etc. as may have been executed between the DEVELOPERS/ PROMOTER and the concerned Banks/Financial Institutions shall apply and the PURCHASER/ALLOTTEE/S shall comply with the same. The DEVELOPERS/ PROMOTER shall also be authorized to take such steps under the schemes and documents executed in that regard, as deemed fit by the DEVELOPERS/ PROMOTER. If the PURCHASER/ALLOTTEE/S enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the DEVELOPERS/ PROMOTER under this Agreement, in the same manner detailed in Clause above and Clauses herein below and the availment of any such loan will not absolve the PURCHASER/ALLOTTEE/S of its responsibilities under this Agreement.

14. The DEVELOPERS/ PROMOTER hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Residential Flat/Commercial Unit to the Purchaser/Allottee/s, obtain from the concerned local authority



occupancy and/or completion certificates in respect of the residential Building.

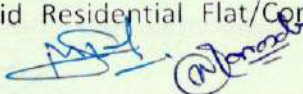
15. Time is essence for the DEVELOPERS/ PROMOTER as well as the Purchaser/Allottee/s. The DEVELOPERS/ PROMOTER shall abide by the time schedule for completing the project and handing over the Residential Flat / Commercial Unit to the Purchaser/Allottee/s and the common areas to the association of the Purchaser/Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the DEVELOPERS/ VENDOR as provided in above clause herein above.
16. The DEVELOPERS/ PROMOTER hereby declares that the Floor Space Index available as on date in respect of the project land is 3807.8 square meters only and DEVELOPERS/ PROMOTER has planned to utilize Floor Space Index of _____ by availing of TDR 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 slum Project. The DEVELOPERS/ PROMOTER has disclosed the Floor Space Index of _____ as proposed to be utilized by them/him on the project land in the said Project and Purchaser/Allottee/s has agreed to purchase the said Residential Flat/ Commercial Unit based on the proposed construction and sale of said Residential Flat/ Commercial Unit to be carried out by the DEVELOPERS/ PROMOTER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to DEVELOPERS/ PROMOTER only.
17. If the DEVELOPERS/ PROMOTER fails to abide by the time schedule for completing the project and handing over the Residential Flat/ Commercial Unit to the Purchaser/Allottee/s, the DEVELOPERS/ PROMOTER agrees to pay to the Purchaser/Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/Allottee/s, for every month of delay, till the handing over of



the possession. The Purchaser/Allottee/s agrees to pay to the DEVELOPERS/ PROMOTER , interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/Allottee/s to the DEVELOPERS/ PROMOTER under the terms of this Agreement from the date the said amount is payable by the Purchaser/allottee (s) to the DEVELOPERS/ PROMOTER.

Without prejudice to the right of DEVELOPERS/ PROMOTER to charge interest in terms of sub clause above mentioned, on the Purchaser/Allottee/s committing default in payment on due date of any amount due and payable by the Purchaser/Allottee/s to the DEVELOPERS/ PROMOTER under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/Allottee/s committing three defaults of payment of installments, the DEVELOPERS/ PROMOTER shall at his own option, may terminate this Agreement: Provided that, DEVELOPERS/ PROMOTER shall give notice of fifteen days in writing to the Purchaser/Allottee/s, by Registered Post AD at the address provided by the Purchaser/Allottee/s and mail at the e-mail address provided by the Purchaser/Allottee/s, 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 Purchaser/Allottee/s fails to rectify the breach or breaches mentioned by the DEVELOPERS/ PROMOTER within the period of notice then at the end of such notice period, DEVELOPERS/ PROMOTER shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the DEVELOPERS/ PROMOTER shall refund to the Purchaser/Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to DEVELOPERS/ PROMOTER) within a period of thirty days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Purchaser/Allottee/s to the DEVELOPERS/ PROMOTER.

18. The Purchaser/Allottee/s shall have no claim save and except in respect of the particular the said Residential Flat/Commercial Unit hereby



agreed to be acquired and all internal roads, garden, Open spaces and common amenities will remain the property of the DEVELOPERS/ PROMOTER until the whole of the said property and/or any part thereof with building(s) constructed thereon is conveyed and/or transferred to the society as hereinafter mentioned but subject to the rights of the DEVELOPERS/ PROMOTER under this agreement.

19. The Purchaser/Allottee (s) hereby agree to the representation of the DEVELOPERS/ PROMOTER and hereby grant his/her/their irrevocable and unconditional consent that :

- a) The DEVELOPERS/ PROMOTER shall be entitled to construct terrace, garden houses, along with one or more terraces, garden houses with or without open spaces attached thereto and shall be entitled to sell on ownership basis and/or otherwise dispose off the same and/or the exclusive use of any areas. The Purchaser/Allottee (s) and/or the Purchaser/Allottee/s of the other premises in the said complex shall not be entitled to raise any objection of whatsoever kind or nature nor shall he/they interfere with the exclusive use and enjoyment of such terrace, garden house and/or open space appurtenant to the same and shall not be entitled to the use of such terrace or open space land appurtenant sold and/or allotted by the DEVELOPERS/ PROMOTER to the Purchaser/Allottee/s of such the Residential Flat/Commercial Unit and/or garden houses unless the Purchaser/Allottee himself/ herself/ themselves is/are such Purchaser/Allottee/s, and the Purchaser/Allottee/s of such terrace/ houses or garden houses shall be exclusively entitled to the use of the terrace or open spaces sold and/or allotted to him/her/them.
- b) The DEVELOPERS/ PROMOTER shall be entitled to put hoardings on the said property or any parts of the said property and the said hoardings may be illuminated or comprising of neon signs and for that purpose, the DEVELOPERS/ PROMOTER are fully authorized to allow temporary or permanent construction or erection or installation either on the said property and the Purchaser/Allottee/s agree/s not to object or dispute the same.
- c) The Purchaser/Allottee/s along with the other Purchaser/Allottee/s of the Residential Flat/ Commercial Unit and/or premises shall not

