

11. In accordance with the provisions of the Income Tax Act, 1961, the Allottee/s is under obligation to deduct the TDS at the rate as applicable in law of the consideration amount and the Allottee/s shall deduct at the rate as applicable in law at the time of payment of each instalment and pay the same to the Government Treasury and within seven days of such payment obtain and furnish the required Challan/Certificate to the Promoter. In the event that the Allottee/s fail/s to deduct such amount and/or to pay such amount to the Government Treasury then the Allottee/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Promoter by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan/TDS Certificate evidencing such payment to the Promoter.
12. The 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 said Flat to the Allottee, obtain from the concerned local authority, occupation and/or completion certificates in respect of the said Flat.
13. The Promoter hereby declares that the Floor Space Index presently available as on date in respect of the project land is 1794 sq. meters only and Promoter has planned to utilize additional Floor Space Index that may be available in view of increased plot area and FSI and also by availing of TDR or FSI available on payment of premiums or fungible FSI available or any other FSI by whatever name called or incentive FSI by implementing various scheme as

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David
Treasurer

SSW
Secretary

Shankar
Chairman



mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulation (DCR), which are applicable to the said Project. The Promoter has disclosed the present Floor Space Index of 2.70 as proposed to be utilized by them on the property in the said project or as may be appointed by the Appropriate Authority and Allottee/s has / have agreed to purchase the said Flat based on the proposed construction and sale of Flat to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. The Promoter as stated above shall utilize road width FSI and any other FSI/TDR by whatever name called as is available under DCPR 2034 or any other law for time being in force.

14. If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat/Premises to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession.
15. Without prejudice to the Promoter rights, under this Agreement and/or in law, including for damages, the Promoter, as the case may be, shall be entitled to claim and the Allottee/s shall be liable to pay to the Promoter, as the case may be, interest at the rate as per rules or at such rate as Promoter may decide on all such amounts /payments which may become due and payable by the Allottee/s under the terms of this agreement and remain unpaid for seven days or more after becoming due.

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Treasurer

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Secretary

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Chairman



16. It is agreed by the Allottee/s that any delay or default in the payment of any amounts under this agreement by the Allottee/s is likely to result in a delay in handing over the possession of the unit to the Allottee/s herein as also other Allottee/s. Delay in handing over of possession will expose the Promoters to harsh consequences. The Allottee/s therefore agrees that notwithstanding what is stated in the event of such delay and/or default, in payment of money dues, the Allottee/s shall, apart from what is stated above, be fully responsible for the consequences thereof, whether monetary or otherwise including but not limited to defending any proceedings that may be initiated against the Promoters for delay in handing over possession and for non-payment of any dues payable under this Agreement.

17. Without prejudice to the right of Promoter to charge interest as set out herein, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing any three default of payment of instalments and/or on the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoter/s shall at his/their/its own option, may terminate this Agreement.

"Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the allottee/s and mail at the e-mail address provided by the Allottee/s, of his/her/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/s fail/s to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice

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[Signature]
Treasurer

[Signature]
Secretary

[Signature]
Chairman



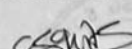
period, promoter shall be entitled to terminate this Agreement".

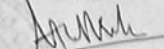
"Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments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

18. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the Flat as are set out in ANNEXURE - "___", is annexed hereto.
19. Commencing 15 days after notice in writing is given by the Promoter to Allottee/s that the said Flat is ready for use and occupation, the Allottee/s shall become liable to pay all outgoings in respect of the same, irrespective of whether the possession of the Flat is taken or not.
20. In accordance with this Agreement, the Allottee/s as and when called upon by the Promoter, shall be liable to bear and pay a lumpsum amount towards the proportionate share of outgoings in respect of the said property and building/s including 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 / land/building/s. The Purchaser/s alone shall be responsible and liable for payment of GST on such amount. Until the Full

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Secretary


Chairman

