Occupation Certificate is received and management of the new building is transferred and handed over to the said Society, the Promoter shall use the amounts for the outgoings as may be determined from time to time. The Allottee/s further agree/s and undertake/s to pay to the Promoter / society/Company, as the case may be, any additional amount demanded over and above the aforesaid amount towards the outgoings, as and when required, without any demur and protest. The amounts so paid by the Allottee/s to the Promoter, of such nature shall not carry any interest and remain with the Promoter till the Full Occupation Certificate is received and thereafter the aforesaid deposit (less deductions provided for under this agreement) shall be paid over by the Promoter to the Society subject to deductions to be made, if any.

21. The Allottee/s is aware that the Building and the common areas and amenities in the said Building and society office shall be maintained and managed by the Promoter/ Facility Management Company (FMC) until the management is handed over/taken over to the said Society. The Allottee/s alongwith the other Allottee/s of the Flat shall be entitled to avail of the services provided or arranged by or through the Promoter at a cost or charges that may be fixed by the Promoter. All common costs, charges and expenses that may be claimed by the Promoter and/or FMC shall be to the account of and borne by the Allottee/s of the Flat in the said Building. These common costs shall be shared by all such Allottee/s on pro-rata basis determined by the Promoter and/or FMC which determination shall be binding on the Allottee/s.

22. **COMMON AREAS AND AMENITIES. RESTRICTED AREAS AND AMENITIES:**

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a. The Promoter shall make available the Common Areas and Amenities as set out in _____ Schedule hereunder written.

b. Restricted Areas and Amenities.

Upon making full payment of all amounts due under this Agreement and completion of the said New Building, the Allottee/s shall be entitled to use the facilities of the "Fitness Centre ", which is proposed to be constructed on a portion of the said Property which Fitness Centre shall be under the control of Fitness Management Company (FMC) or any other person nominated by the Promoter. Any memberships, shall be permitted only if the individual Allottee/s of the flat make payment of fees as may be decided by the Promoter / FMC from time to time. Similarly, charges for any guests shall be determined by the Promoter / FMC. The membership will be subject to the terms and conditions, rules and charges, as may be framed /levied from time to time by the operator(s) of "the Fitness Center ". The Allottee/s hereto is aware that the Promoter is constructing one Fitness Center on 3rd podium floor in the said Property and the Allottee/s shall have access to such Fitness Center. The Allottee/s undertakes to be bound by the rules framed by the Promoter / FMC with regard to the access to the Fitness Center in the said Property and the Allottee/s hereby waives his/her /their right to raise any objection in this regard. The right to use the facilities at the Fitness Center shall be personal to the Allottee/s of the flat/premises in the said Building and shall not be transferable in any manner to any third person or party whatsoever. In the event that the said flat in the said Building is sold / transferred by the Allottee/s then the Allottee/s shall be deemed to have transferred the right to utilize the said facilities as well as the membership to the then Allottee/s/transferee of the said flat, who shall pay

necessary entrance fees for a sum of **Rs.** _____/- **(Rupees** _____ **Only)** or any additional amounts, that may be decided by the Promoter. It is, however, clarified that the Developer/Promoter shall be entitled to grant membership rights to such other person(s) as they may deem fit and the Allottee/s shall not be entitled to object to the same. The Allottee/s shall be obliged to pay the charges, if any, levied by the operator of the Fitness Center for specific service(s) availed of by the Allottee/s. The Allottee/s shall, in addition to the Total Consideration and other amounts payable hereunder, at the time the said Flat is made available to the Allottee/s for the fit outs, be obliged to and agrees to pay to the Promoter towards non-refundable Fitness Center membership admission maintenance agency, the monthly subscription / charges / service/user fees the amount as set in **Annexure "___"** hereto in respect of the "Fitness Center" lifetime membership from the month the services of the Fitness Center are made available to the Allottee/s of the said flat/premises in the said new building. It is clarified that certain facilities shall have usage charges in addition to the said Fitness Centre membership charges and the same shall be payable on or before the date of offer of possession of the said flat/premises as specified by the Promoter, along with applicable taxes, if any. The membership to the Fitness Center shall be renewed on such the terms, conditions and charges as may be imposed by the Operator of the Fitness Center. The Allottee/s is/are aware and agrees that the Fitness Center may be ready for use upto six months after date of Offer of Possession and in the period between Date of Offer of Possession and opening of the Fitness Center, the Allottee shall not be able to use the facilities of the Fitness Center and shall not object to the same.

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23. The Promoter does not warrant or guarantee for use, performance or otherwise the services provided by the operator of the Fitness Center. The Parties hereto agree that the Promoter shall not be responsible and/or liable in connection with any deficiency or the performance / non-performance of the services or otherwise provided to the Allottee/s.

24. The Allottee/s shall after payment of the entire purchase consideration to the Promoter and all applicable taxes and outgoings to Promoter under this Agreement on execution of this Agreement and prior to taking possession of the Flat, shall pay to the Promoter, sums of money in addition to any other amounts mentioned herein which are exclusive of taxes and other charges as follows to this agreement:

a. Rs. _____/- (Rupees _____ Only) towards legal costs, charges and expenses including professional cost of attorneys in connection with preparation of and engrossing this Agreement.

b. Rs. _____/- (Rupees _____ Only) for share money of _____ shares of Rs._____/- (Rupees _____ only) each and Rs. _____/- (Rupees _____ only) towards entrance fee of the Shantprabha Co-operative Housing Society Limited.

c. Rs. _____/- (Rupees _____ only) as security deposit for due performance of this Agreement which will include the deposits payable to the concerned local authority or government for giving water, electricity or any other service connection to the building in which the flat/premises is situated. The balance of such deposits, if any, will be transferred to

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