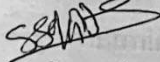


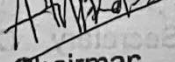
terms and conditions as the Promoter may deem fit without affecting or prejudicing the rights of the Allottee/s in the Flat under this Agreement. The Allottee/s shall not object to and hereby give his/its irrevocable consent to the Promoter allotting, selling or otherwise dealing with parking spaces, and such allotment sale etc. shall be binding on the Allottee/s.

33. The Promoter shall endeavor to hand over possession of the said Flat to the Allottee on or before 30/06/2027 subject to what is otherwise stated herein. If the Promoter fails and neglects to handover possession of the said Flat on the aforesaid date or any such date as may be extended by mutual consent then the Allottee/s shall have the option to terminate this agreement after giving 30 days' notice in writing thereupon the Promoter shall be liable to refund to the Allottee/s within 6 months the amount received by him in respect of the said Flat along with annual interest at the SBI lending (MCLR) rate plus 2% interest from the date the Promoter received the sum till the date the said amount and interest thereon is paid to the Allottee/s. It is agreed that upon the termination of this Agreement by the Allottee/s, the claim of the Allottee/s shall be restricted to refund of monies paid with simple interest thereon as aforestated and that the Allottee/s shall not be entitled to claim any loss and/or damages and/or mental trauma or otherwise howsoever. The entire amounts to be refunded with the interest as aforestated payable on the amounts refundable to the Allottee shall be paid solely by the Promoter as it is the Promoter's responsibility to complete the construction in a timely manner. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Allottee/s under this Agreement. The Allottee/s agrees that receipt of the said refund by Cheque from the Promoter by the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accepts or encashes the cheque or not, will amount to the said refund and thereafter the Promoter shall be entitled to deal with the said Flat and other areas as the Promoter may deem fit.

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Treasurer


Secretary


Chairman



34. The Promoter shall give possession of the Flat to the Allottee on or before 30th day of JUNE 2027. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. The Promoter shall be entitled to a reasonable extension of time for handing over the possession of the said Flat, as stated hereinabove, if the completion of the said building in which the said flat/premises is situated is delayed on account of the following but not because of an act on the part of the Promoter,

(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.

And that the Allottee/s hereby agree/s to ignore such delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Promoter as per the provisions of the RERA Act or any relevant section of the Acts from the time being in force.

35. The Allottee/s shall bear and pay the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the said building on expiry of 15 days from the date of possession in respect of the said flat. The common expenses in respect of the said Property shall be shared by the Allottee/s of flats and other premises of the said building in proportion of their respective area.

36. The Allottee/s shall take possession and/or be deemed to have taken possession of the said Flat within 15 days of the Promoter giving written notice to the Allottee/s intimating that the said Flat is ready for use and occupation. Provided that

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if within a period of 5 (five) years from the date of handing over of the said Flat to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the said Flat or the said building in which the said Flat is 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 the Promoter's 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 reasonable compensation for such defect or change. However, if the Allottee/s carries out any alteration or addition or change as regards columns, beams, slabs, and/or ceiling or outer walls any other structural change/alteration in the said Flat or any part thereof in the said Flat and/or the said new building, the liability of the Promoter shall come to an end and the Allottee/s alone shall be responsible to rectify such defect or change at their own cost/s.

37. The Promoters have agreed to provide in the said Flat the amenities as per list annexed hereto as **ANNEXURE “ ”**. The Promoters reserves rights to add/remove/change any items/brands of such amenities at their sole discretion. As the Promoters are not charging any additional amount for such amenities, the Allottee/s shall not be entitled to claim any amount as compensation/damages or under any other nomenclature for not providing all or any amenities as per the list annexed hereto.
38. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He/She/They shall use the parking space only for purpose of parking vehicle.

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[Signature] Treasurer
[Signature] Secretary
[Signature] Chairman



39. The Allottee/s shall have no objection with respect to usage of the open space in front of the Allottee/s of the respective Flat /units staircase/lobby. The same shall be maintained by the prospective Allottee/s.
40. The Allottee alongwith other allottee(s) of flats in the building shall become members of the society 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 becoming a member, 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 help Allottee become a member of the said society. 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.
41. It is clarified agreed, understood and confirmed by and between the parties hereto that the unsold Flat including car parking spaces in the said building shall at all times, including after the Full Occupation Certificate, be and remain the absolute property of the Promoter, and the Promoter shall become member of the said Society, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Allottee/s herein, nor the said Society, shall object to or dispute the same. The Allottee/s herein further agree/s that the Promoter, on intimating the said Society, the name or

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[Signature]
Treasurer

[Signature]
Secretary

[Signature]
Chairman

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