		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. [ADDED]
13.	Point No. 12 (Page No. 17)	NO DEVIATION
14.	Point No. 13 (Page No. 17)	fungible FSI available or any other FSI by whatever name called [ADDED] 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. [ADDED]
15.	Point No.14 (Page No. 18)	NO DEVIATION
16.	Point No.15 (Page No. 18)	Without prejudice to the Promoter's 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 of as per rules or at such rate as Promoter may agree 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

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		seven days or more after becoming due. [ADDED]
17.	Point No. 16 (Page No. 19)	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. [ADDED]
18.	Point No. 17 (Page No. 19)	NO DEVIATION
19.	Point No.18 (Page No. 20)	NO DEVIATION
20.	Point No. 19 (Page No. 20)	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

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		same, irrespective of whether the possession of the Flat is taken or not. [ADDED]
21.	Point No. 20 (Page No. 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 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

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		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. [ADDED]
22.	Point No. 21 (Page No. 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. [ADDED]
23.	Point No. 22 (Page No. 21)	**COMMON AREAS AND AMENITIES/ RESTRICTED AREAS AND AMENITIES:** a. The Promoter shall make available

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		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

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		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

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		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. [ADDED]
24.	Point No. 23 (Page No. 24)	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-

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