8.4 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner//Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

8.5 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely 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 project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. ____ per month towards the outgoings. The amounts so paid bythe Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

9. Promoter to appropriate dues:

The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

10. Time is of essence:

10.1 Time is the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Flat/ office/ Shop to the Allottee/s and the Common Areas to the Apex Association after receiving the occupancy certificate or the completion certificate or both, as the case may be.

10.2 Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in this Agreement.

11. Interest:

11.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the said premises/ unit 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 by SBI's MCLR rate plus 2%, on all the amounts paid by the Allottee, for every month of

delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified SBI's MCLR rate plus 2%, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.

12. **Floor Space Index:**

12.1 The Allottee/s has/have been informed and is/are aware that the buildable area has been sanctioned for the said Property on the basis of the available Floor Space Index ("FSI") and accordingly the Promoter shall develop the said Property.

12.2 The Promoter declares that FSI available as on date in respect of the said Property is _____ square feet RERA Carpet area only and the Promoter has planned to utilize FSI of _____ square feet RERA Carpet area on the said property by utilizing the FSI of the said Property or by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or based on the expectation of increased FSI which may become available in future.

12.3 The Allottee/s acknowledge(s) that the Promoter jointly are entitled to utilize and deal with all the development potential of the said Property including the existing and future FSI and /or transferable development rights ("TDR") heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of building and development of facilities and/or amenities on the said Property as per Applicable Laws.

12.4 The Allottee/s further acknowledge(s) that, (i) the Promoter shall also be solely entitled to freely deal with the additional saleable component comprising on the said Property (along with the FSI/TDR or otherwise) including by way of sale/transfer to any entity (ii) the Promoter may also sell/transfer its stake to any person, in accordance to the existing laws and as per their respective entitlements. The Allottee/s has/have entered into this Agreement knowing fully well the scheme of development to be carried out by the Promoter on the said property.

12.5 Neither the Allottee/s nor any of the other purchasers of the Flat(s)/ unit(s)/ premises(s) in the building nor the society to be formed of purchasers of flat(s)/premises/units shall be entitled to claim any FSI and/or TDR howsoever available on the said Property. All FSI and/or TDR at any time available in respect of the said Property shall belong to the Promoter only.

12.6 The unutilized / residual FSI in respect of the said Property shall always be available to and shall always be for the benefit of the Promoter shall have the right to deal / use the FSI / TDR as it may deem fit. In the event of any additional FSI in respect of the said Property or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Promoter jointly shall be entitled to the ownership and benefit of all such additional FSI for the purpose of the development and/or additions to the built up area on the said Property as may be permissible.

13. **Adherence to Sanctioned Plans:**

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 of the said plans or thereafter and shall before handing over possession of the Flat/ office/ Shop to the Allottee/s obtain from the concerned local authority occupancy certificate in respect of the Flat/ office/ Shop.

14. Possession:

The Promoter shall give possession of the Apartment to the Allottee on or before 30th day of June, 2028. 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 apartment with interest at the same rate as may mentioned in the Clause 11.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of apartment on the aforesaid date, if the completion of building in which the apartment is to be situated is delayed on account of :-

(i) war, civil commotion or act of God ;
(ii) any notice, order, rule, notification of the Government and/or other public or competent authorities/court.

15. Manner of Taking Possession:

15.1 The Allottee/s shall take possession of the Flat within 15 (fifteen) days from the date Promoter offering possession of the Flat/ office/ Shop by providing possession letter, by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat/ office/ Shop to the Allottee/s Upon receiving possession of the Flat/ office/ Shop or expiry of the said 15 days from offering of the possession (**"Possession Date"**), the Allottee/s shall be deemed to have accepted the Flat/ office/ Shop, in consonance with this Agreement, and shall thereafter, the Allottee/s agree/s to pay the common area maintenance charges as mentioned in this Agreement to the Promoter and/or association of Allottee/s and/or Facility Management Agency appointed by the Promoter, as the case may be. The Allottee/s expressly understands that from such date, the risk and ownership to the Flat/ office/ Shop shall pass and be deemed to have passed to the Allottee/s. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

15.2 The Allottee/s shall in addition to the above, pay to the Promoter holding charges at the rate of Rs. _____/- (Rupees _____ only) per month per square feet RERA Carpet area of the Total Area of the Flat/ office/ Shop (**"Holding Charges"**) and applicable maintenance charges during the period of said delay the Flat/ office/ Shop shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee/s in relation to its deterioration in physical condition.

15.3 Notwithstanding anything contained herein, it is agreed between the Parties that upon receipt of the Completion Certificate/Occupation Certificate release certificate, or any such certificate issued by the concerned authority approving completion of development, none of the Parties shall be entitled to terminate this Agreement, except in

case of any default by Allottee(s) after the intimation of receipt of Occupation Certificate. Further, in case the Allottee/s fail/s to respond and/or neglect/s to take possession of the Flat/ office/ Shop within the aforementioned time as stipulated by the Promoter, then the Promoter shall also be entitled along with other rights under this Agreement, to forfeit/claim the entire Total Consideration towards the Flat/ office/ Shop along with interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Allottee/s further agree/s and acknowledge/s that the Promoter's obligation of delivering possession of the Flat/ office/ Shop shall come to an end on the expiry of the time as stipulated by the Promoter and that subsequent to the same, the Promoter shall not be responsible and/or liable for any obligation towards the Allottee/s for the possession of the Flat/ office/ Shop.

16. Outgoings:

16.1 From the Possession Date, the Allottee/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said Property namely 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, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the building.

16.2 Until the handover to the society, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Allottee/s further agrees that till the Allottee/s's share is so determined, the Allottee/s shall pay to the Promoter provisional monthly contribution as determined by the Promoter from time to time. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until handover to the management, control and day to day affairs of the building to the society as aforesaid. Upon handover, the balance amount of deposits shall be paid over by the Promoter to the Society.

16.3 The Promoter shall maintain a separate account in respect of sums received from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the co-operative Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17. Defect Liability Period:

17.1 If within a period of five years from the date of handing over the Apartment/ Office/ Shop to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment/ Office/ Shop or the building in which the Apartment/ Office/ Shop are 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 his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter,compensation for such defect in the manner as provided under the Act.

17.2 The Allottee shall use the Apartment/ Office/ Shop or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business.(*strike of which is not applicable) He shall use

the garage or parking space only for purpose of keeping or parking vehicle.

17.3 Notwithstanding anything stated in Clause 17.1, 17.2 or elsewhere in this Agreement, the Promoter shall not be in any way liable to repair or provide compensation for Structural Defects as set out in this Clause 17.1 and 17.2 where the ALLOTTEE has made any structural changes in the Unit or in the materials used thereon.

18. Default by Allottee/s:

18.1 In the event if the Allottee/s commits three defaults in the payment of the Total Consideration in instalments in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Allottee/s as mentioned in this Agreement on due dates and/or (ii) comply with its obligations, terms conditions as set out in this Agreement, the Promoter shall be entitled, without prejudice to other rights and remedies available to the Promoter including charging of interest for delayed payment, after giving 15 (fifteen) days prior notice to the Allottee/s, to cancel/terminate the transaction.

18.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 18.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee 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 committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, 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 Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the 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 (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 to the Promoter.

19. Representations and Warranties of the Promoter:

19.1 The Promoter hereby represents and warrants to the Allottee/s to the best of its knowledge as on date as follows:

(a) The Promoter has clear and marketable title with respect to the said Property; as let out in the title report annexed to this Agreement and has the requisite rights to carry out development upon the Said Property and also has actual, physical and legal possession of the Said Property for the implementation of the Project;

(b) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;

(c) There are no encumbrances upon the Flat/ office/ Shop or Said Property or the Project except those disclosed in the title report, if any;

(d) There are no litigations pending before any Court of law with respect to the said Property or Project except those disclosed in the title report and the RERA website;

(e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Property and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Said Property and said Building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with the Relevant Laws in relation to the Project, Said Property, Building/wing and common areas;

(f) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

(g) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Property, including the Project and the Flat/ office/ Shop which will, in any manner, adversely affects the rights of Allottee/s under this Agreement;

(h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Flat/ office/ Shop to the Allottee/s in the manner contemplated in this Agreement;

(i) At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the Allottee/s;

(j) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities;

(k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the Said Property and/or the Project except those disclosed in the title report.

20. <u>Obligations, Covenants, Representations of Allottee/s:</u>

20.1 The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat/ office/ Shop may come, hereby covenants, represents with the Promoter as follows: -

(a) To maintain the Flat/ office/ Shop at the Allottee/s's own cost in good and tenantable repair and condition from the date of possession of the Flat/ office/ Shop is taken and shall not do or suffer to be done anything in or to the building in which the Flat/ office/ Shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/ office/ Shop is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

(b) Not to store in the Flat/ office/ Shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/ office/ Shop is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/ office/ Shop is situated, including entrances of the building in which the Flat/ office/ Shop is situated and in case any damage is caused to the building in which the Flat/ office/ Shop is situated or the Flat/ office/ Shop on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

(c) To carry out at his own cost all internal repairs to the said premises/unit and maintain the Flat/ office/ Shop in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Flat/ office/ Shop is situated or the Flat/ office/ Shop which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(d) Not to demolish or cause to be demolished the Flat/ office/ Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/ office/ Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/ office/ Shop is situated nor shall demand partition of the Allottee/s's interest in the Flat/ office/ Shop and shall keep the portion, sewers, drains and pipes in the Flat/ office/ Shop and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/ office/ Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Flat/ office/ Shop without the prior written permission of the Promoter and/or the society or the limited company.

(e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the

building in which the Flat/ office/ Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises/unit in the compound or any portion of the said Property and the building in which the Flat/ office/ Shop is situated.

(g) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit and other costs, charges and deposits demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/ office/ Shop is situated.

(h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority a nd/or Government and/or other public authority, on account of change of user of the Flat/ office/ Shop by the Allottee/s for any purposes other than for the purpose for which it is sold.

(i) Permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Flat/ office/ Shop or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Allottee/s;

(j) To ensure that no nuisance/annoyance/ inconvenience is caused to the other occupants of the Proposed Building by any act of the Allottee/s.

(k) The Allottee/s shall abide by, observe and perform all the rules, regulations and bye-laws of the Society as also the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Proposed Building and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the Government and other public bodies and not commit breach thereof and in the event of the Allottee/s committing breach thereof and/or any act in contravention of the above provision, the Allottee/s shall be personally responsible and liable for the consequences thereof to the Society and/or the concerned authority and/or other public authority.

(l) The Allottee/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Society regarding the occupation and use of the said Unit and shall bear and pay and contribute regularly and punctually towards the taxes, expenses or other outgoings as may be required to be paid from time to time.

(m) Not to enclose the open balcony, flower bed, ducts or any other open area pertaining to the said Unit, whereby any FSI whatsoever is deemed to be consumed and/or there is a violation or misuse of any approvals, sanctions and/or terms and conditions as may be prescribed by any concerned authorities are and without prejudice thereto not to do any act, deed, matter or thing, whereby any rights of the Promoter/the

Society are in any manner whatsoever prejudiced/ adversely affected;

(n) After possession of the Flat/ office/ Shop is handed over the Allottee/s, the Allottee/s may insure the Flat/ office/ Shop from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Promoter shall not be responsible for any loss/damage suffered thereafter.

(o) The Allottee/s is/are aware that the plans are approved with the use of base land FSI, Premium FSI and Fungible FSI, which are acquired by way of payment of premium to the concerned authority and Government authorities and the premium is paid/shall be paid to the concerned authority for the same and that the Promoter are also loading, using and utilizing TDR on the said Property which would be consumed in the course of construction of the Proposed Building.

(p) The Allottee/s is/are also aware that the Promoter have paid to the concerned authority the premium towards the staircase; lift lobby passage, internal staircase and condoning of open space deficiencies.

(q) The Allottee/s is aware of various concessions, approvals granted to the Promoter at the time of construction of the Proposed Building including the open space deficiency. The Allottee/s is/are aware that the Proposed Building is being constructed with deficient open spaces (which deficiency has been condoned by the concerned authority). The Allottee/s undertake/s not to raise any objection in respect of the open space deficiency and shall also not raise any objection in respect to the construction and/or development activities carried on in the said Property or in the adjoining plots on the ground of deficient joint open space or otherwise howsoever.

(r) The Allottee/s and/or the Promoter shall present this Agreement as well as the conveyance and / or any other document as may be required, in accordance to the provisions of the Registration Act, 1908.

(s) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/ office/ Shop until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up including transfer fees if any due to Promoter.

(t) The Allottee/s shall observe and perform all the rules and regulations which the society or the limited company or Apex Body or federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/ office/ Shop therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the society/limited company/Apex Body/federation regarding the occupancy and use of the Flat/ office/ Shop in the Building and shall pay and contribute regularly and punctually