	fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. 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		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.
7.4	If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the	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

	Promoter any structural defect in the Apartment or the building in which the Apartment 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 his own cost and in case it is not possible to rectify such defects, then, the Allottee shall be entitled to receive from the Promotor, Compensation for such defect in the manner as provided under the Act.		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.
		20.1	(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/ unit/ premises is handed over the Allottee/s, the Allottee/s may insure the Flat/ unit/ premises 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. (v) The Allottee/s hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample flat / mock flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specification and/or services or cannot be construed as the same. The Allottee/s has/have not relied on the same for his/her/their/its decision to acquire the Flat/ office/ Shop and also acknowledges that the Allottee/s has/have seen all the sanctioned plans and the time schedule of completion of the Project. (w) The Allottee/s undertakes that the Allottee/s has/have taken the decision to purchase the Flat/ office/ Shop out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee/s by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement. (x) Save and except the information / disclosure contained herein the Allottee/s confirm/s and undertake/s not to make any claim against Promoter or seek cancellation of the Flat/ office/ Shop or refund of the monies paid by the Allottee/s by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel.

			(y) The Allottee/s agrees and undertakes that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Flat/ office/ Shop and/or Parking Space (s) by concerned authorities due to non-payment by the Allottee/s or any other Flat/ office/ Shop purchaser of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments. To comply with all the terms and conditions as mentioned in this Agreement including but not limited to payment of all such amounts within the timelines stipulated under clause 4.1 of this Agreement or as and when demanded by the Promoter.
		20.2	Unsold Flat/ unit/ premises (a) All unsold and/or unallotted flat(s)/premises/units, areas and spaces in the Building /Residential Complex, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building / Phase and Said Property shall always belong to and remain the property of the Promoter as per their respective shares at all times and the Promoter shall continue to remain in overall possession of such unsold and/or unallotted flat(s)/premises/units and shall be entitled to enter upon the Said Property and the Building / Phase to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoter may deem necessary. (b) The Promoter shall without any reference to the Allottee/s, Society, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted flat(s)/premises/units and spaces therein, as it deems fit. The Promoter shall be entitled to enter in separate agreements with the Allottee/s of different flat(s)/premises/units in the Building on terms and conditions decided by the

			Promoter in its sole discretion and shall without any delay or demur enrol the new Allottee/s as member/s of the society. The Allottee/s and Society shall not claim any reduction in the Total Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Promoter shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the Society
17	After the Promoter executes this Agreement, he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].	26.5	**Mortgage & Security** The Promoter if they so desire shall be entitled to create security on the entire project by availing loans / Financial Assistance / Credit Facilities from Banks / Financial Institutions against respective securities as mentioned hereabove, save and expect the Flat/ office/ Shop Allotted to the Allottee/s. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Flat/ office/ Shop provided, the Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses thereon. The Allottee/s hereby gives express consent to the Promoter to raise such financial facilities against security of the Project together with the building(s) being constructed thereon (including the Building) and mortgage the same with banks/financial institutions as aforesaid, save and except the Flat/ office/ Shop agreed to be transferred hereunder
19	This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.	29	This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be. The Allottee/s hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Promoter and/or its agents to the Allottee/s and/or his agents, including those contained/given in any advertisement or

			brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Allottee/s in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.
		32	**Satisfied with the Promoter's title:** The Allottee/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the Project and has expressly understood the contents, terms and conditions of the same and the Promoter has entered into this Agreement with the Allottee/s relying solely on the Allottee/s agreeing, undertaking and covenanting to strictly observe, perform, fulfil and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allottee/s to be observed, performed and fulfilled and complied with and therefore, the Allottee/s hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Promoter and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Allottee/s.

Yours Faithfully,
M/S. TAMOS ASSOCIATES

For TAMOS ASSOCIATES

Partner

Authorized Signatory