Promoter to collect the original Agreement for Sale from such Bank/Financial Institution and shall not be required to take any consent/ confirmation from the Allottee/s at any time and refund the balance, if any, to the Allottee/s. At the option of the Promoter, the Allottee/s agree/s and undertake/s to execute a deed of cancellation, for recording the termination of this Agreement in the form and manner as may be required by the Promoter.

(v) Upon receiving the Promoter's Termination Notice, the Allottee/s shall have no claim of any nature whatsoever against the Promoter and/or the said Apartment and Parking (if any) and the Promoter shall be entitled to deal with and/or dispose off the said Apartment and Parking (if any) in the manner they deem fit and proper. The Promoter shall upon termination of this Agreement in the manner as stated herein, refund to the Allottee/s, the balance amount, if any, after deducting the aforesaid dues and adjusting the Pre-Quantified Liquidated Damages and also after deducting all the amounts as interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges as set out in Clause 4.2(iv) within a period of 30 days and upon the Allottee/s executing and registering the Deed of Cancellation, which amount will be refunded vide a cheque ("**said Cheque**") sent by registered post or such other mode as may be decided by the Promoter, at the last known address of the Allottee/s as and by way of full and final settlement. Further, after issuance of the Promoter's Termination Notice, the Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs or expenses or any other amount and shall also not be liable to reimburse to the Allottee/s any incidental costs including but not limited to GST etc

(vi) The Promoter and the Allottee/s have agreed on the said Pre-Quantified Liquidated Damages taking into account all the relevant factors including but not limited to the timelines given to the Allottee/s to pay the Sale Consideration. The Allottee/s waive/s his/her right to raise any objection to the said Deduction or adjustment or appropriation of the said Deductions including Pre-Quantified Liquidated Damages as agreed herein and acknowledge/s that the amount of Pre-Quantified Liquidated Damages is reasonable considering the consequent hardship and inconvenience that would be caused to the Promoter. The understanding arrived at in this Clause forms the material and fundamental basis on which the Promoter has agreed to sell the said Apartment to the Allottee/s.

(vii) Without prejudice to rights and remedies available to the Promoter under this Agreement or under the law, the Allottee/s agree/s

	that if the Allottee/s has/have taken a loan from any bank/financial institution against the security of the said Apartment with NOC of the Promoter and this Agreement is terminated by either party then in that case Allottee/s hereby undertake/s to clear the entire mortgage, debt, or any other outstanding amount and to obtain necessary letter/ confirmation from such bank/financial institution stating clearance of mortgage, etc. and that the bank/financial institution shall have no recourse against the Promoter or the said Apartment. (viii) It is further agreed and understood that irrespective of the fact whether the Allottee/s has/have obtained sanction of housing loan/finance from a bank or financial institution in respect of the said Apartment, in the event of any delay or failure in payment of the balance Sale Consideration/ Instalment and/or interest payable by the Allottee/s to the Promoter under these presents for any reason or cause whatsoever, the Allottee/s alone shall personally be liable or responsible to pay the amount of Instalments with interest (if so delayed in payment of the Instalments amount) so due and payable under these presents and shall not claim any equity or extension or otherwise on the ground of having not obtained sanction of such finance and/or disbursement or delay in disbursement of such amounts by bank/ financial institution. The Allottee/s shall pay such amounts so due and payable to the Promoter from his/her/their/its own source of income. In the event of delay or default in payment of any one or more Instalments or the entire Sale Consideration on being payable under these presents, by the Allottee/s and/or his/her/their/its Banker/ Financial Institution, the Allottee/s personally shall be liable to pay such amount of interest as the Promoter is entitled to as contemplated under these presents. The Bank/Financial Institution shall not claim any equity or otherwise against the Promoter or the said Apartment. It is however clarified that on the either party cancelling the allotment of the said Apartment and Parking (if any) and termination of this Agreement, the Promoter after deducting Pre- Quantified Liquidated Damages and the said Deductions and all the amounts agreed above together with litigation costs, if any, shall first offer the balance, if any, to the bankers/financial institutions who had disbursed the amount from the sanctioned limit against return of the Original of this Agreement and only thereafter the balance, if any, shall be refunded to the Allottee/s in terms of this

	Agreement. (ix) The Promoter has specifically informed the Allottee/s that if in case, any inquiry is raised by any statutory or Government or Semi- Government Authority or any agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee/s to the Promoter, the Allottee/s alone shall be liable to provide the source of the amount paid by the Allottee/s to the satisfaction of such authorities or agency as the case may be. In case, the Allottee/s fail/s to provide information to the satisfaction of the concerned authorities and consequently any action is initiated by them, the Allottee/s alone shall be liable for all costs and consequences thereof. The Allottee/s hereby indemnifies the Promoter, its directors, employees and officers and undertakes to continue to keep them indemnified against all the losses, damages, expenses, charges and payments (including the litigation costs, advocates and counsel fees). (x) The Allottee/s agree/s that in the event of termination and/or determination of this Agreement, it will be obligation of the Allottee/s to claim the refund of TDS amount, if any, from the Income Tax Department and the Promoter shall not be responsible for the same.
7.4	If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment 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 its 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, compensation for such defect in the manner as provided under the Act. Provided that the defect is not caused due to any act of omission or commission by the Allottee/s or other allottees in the Project or third party or due to Force Majeure Events or for any other reason beyond the control of the Promoter; Provided further that the Allottee/s shall not carry out any additions or alterations of whatsoever nature in the said Apartment and in specific the structure of the said Apartment/ Project which shall include but not limited to columns, beams, walls, railings etc., in particular. It is hereby agreed that the Allottee/s shall not make any addition or alterations in any pipes, water supply connections or any addition or alteration in the bathroom, toilet and kitchen and shall not cover the duct area. If any addition or alteration whatsoever is carried out without the prior written consent of the Promoter, the defect liability shall automatically become void. The word "defect" here means only the manufacturing and workmanship defect/s

	caused on account of wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of the said Apartment / Project by the Allottee/s or occupants thereof, vagaries of nature etc. It is further agreed between the Parties: a. That, before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to jointly appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure of the Apartment / Project and in the workmanship executed taking into consideration of the clauses of this Agreement; b. That, it shall be the responsibility of the Allottee/s to maintain the said Apartment and the Building in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said Apartment are regularly filled with white cement/epoxy to prevent water seepage; c. That, further where the manufacturer's warranty on any product/amenity provided in the said Apartment / Project or Car Parking Slot/s (if any) ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment / Project, the Promoter shall not be liable for the defects therein. The Allottee/s or the Society shall ensure that annual maintenance contracts are done/renewed from time to time; d. That, the Project as a whole has been conceived, designed and is being constructed based on the commitments and warranties given by the vendors/manufacturers, that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartment and the Project Amenities wherever applicable. The Allottee/s shall not do any act or omission which invalidates any of the warranties in respect of equipment, fixtures and fittings provided by the Promoter; e. That, the Allottee/s has/have been made aware and that the Allottee/s expressly agree/s that the regular wear and tear of the said Apartment including minor cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
8	8. The Allottee/s shall use the Apartment or any part thereof or permit the

	same to be used only for purpose of residence. He/She/They shall use the parking space (if any) only for purpose of keeping or parking vehicle. The Allottee/s agree/s and acknowledge/s that: (i) The said Car Parking Slot/s, if allotted, shall be for exclusive use by the Allottee/s. The Allottee/s will be bound to abide by the rules and regulations as may be framed in regard to the said Car Parking Slot/s, by the Promoter and shall pay such outgoings in respect of the said Car Parking Slot/s as may be levied by the Promoter. Further, the Allottee/s agree/s not to dispute about the location, dimension/size, etc. of the said Car Parking Slot/s and/or the suitability thereof at any time in future and undertake/s not to dispute such allocation at any time in future. The Allottee/s undertake/s not to sell/transfer/lease or give on license or in any other manner part with the Car Parking Slot/s if any allotted to him/her. The rights of the Allottee/s in respect of the said Car Parking Slot/s (if any) shall be co-extensive and co-terminus along with this Agreement. The Allottee/s agree/s that unauthorized use of the Car Parking Slot/s (if any) will tantamount material breach of the terms of this Agreement. For such breach, the Promoter/s shall have right inter-alia to levy such penalty or take such action as they may deem fit. The Allottee/s undertake/s to pay such maintenance charges in respect of the Car Parking Slot/s (if any) as may be decided by the Promoter or the Society from time to time. (ii) The obligation of the Promoter to maintain Car Parking Slot/s shall be limited to the extent of the warranty period or until offering in writing to hand over the management of the Project to the Society, whichever is earlier. The Allottee/s agree/s not to withhold the maintenance to be paid towards the said Apartment and/or the Car Parking Slot/s (if any) for any reason whatsoever.
9.3	**9.3.Facility Manager:** (i) The Promoter shall have the right to undertake upkeep and maintenance of the Project and the Amenities in the Project and in this regard shall have the right to enter into contract, agreement with any third party / vendors/ agency for the purpose of maintenance and upkeep of the Project and the Amenities in the Project in full or in part and such decision shall be final and binding upon the Allottee/s. Tenure of Facility Manager shall be until the Promoter offer to hand over the management of the Project to the Society and/or until such other period as may be decided by the Promoter. Upon offering to hand over management of the Project to the Society, the Society shall be liable to undertake the maintenance of the Project/Wing and Amenities in the Project or any part thereof. The Promoter may also formulate the rules and regulations for the maintenance and upkeep of the Project and /or the Amenities in the Project and the Allottee/s