

4.1 If the Promoter / Developer fails to abide by the time schedule for completing the project and handing over the [Premises]to the Flat/Shop/Office Purchaser , the Promoter / Developer agrees to pay to the Flat/Shop/Office Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Flat/Shop/Office Purchaser, for every month of delay, till the handing over of the possession. The Flat/Shop/Office Purchaser agrees to pay to the Promoter / Developer, interest as specified in the Rule, on all the delayed payment which become due and payable by the Flat/Shop/Office Purchaser to the Promoter / Developer under the terms of this Agreement from the date the said amount is payable by the Flat/Shop/Office Purchaser (s) to the Promoter / Developer.

4.2 Without prejudice to the right of Promoter / Developer to charge interest in terms of sub clause 4.1above, on the Flat/Shop/Office Purchaser committing default in payment on due date of any amount due and payable by the Flat/Shop/Office Purchaser to the Promoter / Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Flat/Shop/Office Purchaser committing three defaults of payment of installments, the Promoter / Developer shall at his own option, may terminate this Agreement:

Provided that, Promoter / Developer shall give notice of fifteen days in writing to the Flat/Shop/Office Purchaser, by Registered Post AD at the address provided by the Flat/Shop/Office Purchaser and mail at the e-mail address provided by the Flat/Shop/Office Purchaser , 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 Flat/Shop/Office Purchaser fails to rectify the breach or breaches mentioned by the Promoter / Developer within the period of notice then at the end of such notice period, Promoter / Developer shall be entitled to terminate this Agreement.

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Provided further that upon termination of this Agreement as aforesaid, the Promoter / Developer shall refund to the Flat/Shop/Office Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter / Developer) within a period of thirty days of the termination, the installments of sale consideration of the Premises which may till then have been paid by the Flat/Shop/Office Purchaser to the Promoter / Developer.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter / Developer in the said building and the Premises as are set out in **Annexure 'G'**, annexed hereto.

6. The Promoter / Developer shall give possession of the Premises to the Flat/Shop/Office Purchaser on or before..... day of20.... If the Promoter / Developer fails or neglects to give possession of the Premises to the Flat/Shop/Office Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter / Developer shall be liable on demand to refund to the Flat/Shop/Office Purchaser the amounts already received by him in respect of the Premises with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter / Developer received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter / Developer shall be entitled to reasonable extension of time for giving delivery of Premises on the aforesaid date, if the completion of building in which the Premises 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 authority/court.

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7.1 Procedure for taking possession - The Promoter / Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Flat/Shop/Office Purchaser as per the agreement shall offer in writing the possession of the Premises , to the Flat/Shop/Office Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter / Developer shall give possession of the Premises to the Flat/Shop/Office Purchaser . The Promoter / Developer agrees and undertakes to indemnify the Flat/Shop/Office Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter / Developer. The Flat/Shop/Office Purchaser agree(s) to pay the maintenance charges as determined by the Promoter / Developer or association of Flat/Shop/Office Purchaser (s), as the case may be. The Promoter / Developer on its behalf shall offer the possession to the Flat/Shop/Office Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Flat/Shop/Office Purchaser shall take possession of the Premises within 15 days of the written notice from the promoter / Developer to the Flat/Shop/Office Purchaser intimating that the said Premises are ready for use and occupancy:

7.3 Failure of Flat/Shop/Office Purchaser to take Possession of Premises upon receiving a written intimation from the Promoter / Developer as per clause no. 7.1 the Flat / Shop / Office Allottee shall take possession of the Premises from the Promoter / Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter / Developer shall give possession of the [Premises /Plot] to the Flat / Shop / Office Allottee . In case the Flat / Shop / Office Allottee fails to take possession within the time provided in clause 6 such Flat / Shop / Office Allottee shall continue to be liable to pay maintenance charges as applicable.

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

8. The Flat/Shop/Office Purchaser shall use the Premises 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. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Flat/Shop/Office Purchaser along with other Flat/Shop/Office Purchaser (s) of Premises in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter / Developer may decide 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 the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter / Developer within seven days of the same being forwarded by the Promoter / Developer to the Flat/Shop/Office Purchaser, so as to enable the Promoter / Developer to register the common organization of Flat/Shop/Office Purchaser. No objection shall be taken by the Flat/Shop/Office Purchaser 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.

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9.1 The Promoter / Developer shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter / Developer and/or the owners in the said structure of the Building or wing in which the said Premises is situated.

9.2 The Promoter / Developer 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 / Developer and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter / Developer to the Flat/Shop/Office Purchaser that the Premises is ready for use and occupancy, the Flat/Shop/Office Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) 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 Flat/Shop/Office Purchaser shall pay to the Promoter / Developer such proportionate share of outgoings as may be determined. The Flat/Shop/Office Purchaser further agrees that till the Flat/Shop/Office Purchaser 's share is so determined the Flat/Shop/Office Purchaser shall pay to the Promoter / Developer provisional monthly contribution of Rs. per month towards the outgoings.

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The amounts so paid by the Flat/Shop/Office Purchaser to the Promoter / Developer shall not carry any interest and remain with the Promoter / Developer 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 / Developer to the Society or the Limited Company, as the case may be.

10. The Flat/Shop/Office Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter / Developer, the following amounts :-

- (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
- (iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout.

11. Flat/Shop/Office Purchaser shall pay to the Promoter / Developer a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter / Developer in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

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12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Flat/Shop/Office Purchaser shall pay to the Promoter / Developer, the Flat/Shop/Office Purchaser's share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Flat/Shop/Office Purchaser shall pay to the Promoter / Developer, the Flat/Shop/Office Purchaser's share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER / DEVELOPER

The Promoter / Developer hereby represents and warrants to the Flat/Shop/Office Purchaser as follows:

- i. The Promoter / Developer has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter / Developer 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;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

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iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land 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, project land and said building/wing shall be obtained by following due process of law and the Promoter / Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;"

vi. The Promoter / Developer 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 Flat/Shop/Office Purchaser created herein, may prejudicially be affected;

vii. The Promoter / Developer 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 project land, including the Project and the said [Premises /Plot] which will, in any manner, affect the rights of Flat/Shop/Office Purchaser under this Agreement;

viii. The Promoter / Developer confirms that the Promoter / Developer is not restricted in any manner whatsoever from selling the said [Premises]to the Flat/Shop/Office Purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of Flat/Shop/Office Purchaser s the Promoter / Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Flat/Shop/Office Purchaser s;

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x. The Promoter / Developer 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;

xi. 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 / Developer in respect of the project land and/or the Project except those disclosed in the title report.

ADDITIONAL CLAUSE
xii. In the event of co-operative Society being formed and registered before the sale and disposal by the Developer of all the flats and premises in the said building, power and authority of the Co-operative Society so formed shall be subject to the overall authority and control of the Developer in respect of any of the matters concerning the said building, construction and completion thereof and the Developer shall have full and absolute authority and control as regards unsold flats in the said building.

ADDITIONAL CLAUSE
xiii. In case, the Deed of Conveyance hereby contemplated is executed in favour of the Co-operative Society before the disposal by the Developer all the Flats and other premises then in such case the Developer shall join in as the promoters/members in respect of such unsold flats and premises and when such flats and premises are sold at the discretion of the Developer, Co-operative Society shall admit such purchasers as members of the Society on payment of entrance fee of Rs.100/- and share money of Rs. 500/- only without charging any premium or other extra amount whatsoever.

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xiv. The Developer shall have unfettered full, free and complete right of way and means of access over, along, across and under all the internal access roads at all times of the day and night, for all purposes and either on foot or with or without carts, carriages, trucks and other vehicles for the purposes of carrying on construction of the said building as well as the construction of additional floors on the said property for consuming the unconsumed F.A. (F.S.I.) and also full free and complete right and liberty to lay and connect drains, pipes, electricity, telephone, fax, cables and services facilities for full and proper use and enjoyment of the said property and/or the neighbouring properties that may have been or that may hereafter be agreed to be developed by the Developer.

ADDITIONAL
CLAUSE

xv. The Allottee hereby gives his/her express consent to the Developer to raise any loan against the said property and the building under construction except the said premises and to mortgage the same with any banks or any other party. This consent is on the express undertaking that any such loan liability shall be cleared by the Builders/Developers at their own expenses before the possession of the said premises are handed over by the Developers to the Allottee.

ADDITIONAL
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xvi. The Developer shall have the right to make addition and alterations and raise or put the additional structures, as may be permitted by concerned authorities on the terrace of the said property and/or grant right of way from the said property for development of adjoining property. If any portion of the said property is acquired or notified to be acquired by the Government or any other public body or authority, the Developer shall be entitled to receive all benefits in respect thereof and/or compensatory FSI or all other benefits which may be permitted in lieu thereof. The Developer shall be entitled to use the FSI of some other land in the said property under the scheme of T.D.R. (Transfer of Development Rights). Such additional structures and /or storey's will be the sole property of the Developer who shall be entitled to dispose off it in any way they choose and the Flat/Shop/Office/Garage Allottees hereby irrevocably consent to the same.

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The Flat/Shop/Office/Garage Allottees shall not be entitled to claim any rebate and/or concession in the price of her/his Flat /Shop /Office /Garage on account of additions/alterations made in the building and or right of way, if any granted by the Developer

14. The Flat / Shop / Office Allottee /s or himself/themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the Promoter / Developer as follows :-

i. To maintain the Premises at the Flat/Shop/Office Purchaser 's own cost in good and tenantable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the building in which the Premises 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 Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Premises 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 Premises 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 Premises is situated, including entrances of the building in which the Premises is situated and in case any damage is caused to the building in which the Premises is situated or the Premises on account of negligence or default of the Flat/Shop/Office Purchaser in this behalf, the Flat/Shop/Office Purchaser shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoter / Developer to the Flat/Shop/Office Purchaser and shall not do or suffer to be done

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anything in or to the building in which the Premises is situated or the Premises which may be contrary to the rules and regulations and by-laws of the concerned local authority or other public authority. In the event of the Flat/Shop/Office Purchaser committing any act in contravention of the above provision, the Flat/Shop/Office Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Premises 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 Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises 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, balcony, RCC/ colour schedule, electric light point in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Premises without the prior written permission of the Promoter / Developer and/or the Society or the Limited Company. External Doors of the Flat/Shop/Office will be provided by the Promoter/ Developer which shall not be changed. Laminate have to be purchased by the Flat/Shop/Office Purchaser.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the project land and the building in which the Premises is situated.

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vii. Pay to the Promoter / Developer within fifteen days of demand by the Promoter / Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Premises is situated.

viii. 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 and/or Government and/or other public authority, on account of change of user of the Premises by the Flat/Shop/Office Purchaser for any purposes other than for purpose for which it is sold.

ix. The Flat/Shop/Office Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Flat/Shop/Office Purchaser to the Promoter / Developer under this Agreement are fully paid up.

x. The Flat/Shop/Office Purchaser 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 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 of Government and other public bodies. The Flat/Shop/Office Purchaser 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 Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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xi. Till a conveyance of the structure of the building in which Premises is situated is executed in favour of Society/Limited Society, the Flat/Shop/Office Purchaser shall permit the Promoter / Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Premises is situated is executed in favour of Apex Body or Federation, the Flat/Shop/Office Purchaser shall permit the Promoter / Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter / Developer shall maintain a separate account in respect of sums received by the Promoter / Developer from the Flat/Shop/Office Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Flat/Shop/Office Purchaser shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter / Developer until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

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17. PROMOTER / DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter / Developer executes this Agreement he shall not mortgage or create a charge on the *[Premises] 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 Flat/Shop/Office Purchaser who has taken or agreed to take such Premises.

18. BINDING EFFECT

Forwarding this Agreement to the Flat/Shop/Office Purchaser by the Promoter / Developer does not create a binding obligation on the part of the Promoter / Developer or the Flat/Shop/Office Purchaser until, firstly, the Flat/Shop/Office Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 days from the date of receipt by the allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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 Premises /plot/building, as the case may be.

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