

- 6) Apart from the consideration mentioned above in this agreement, the Allottee has/have agreed to pay the Promoter/Developer, the Development Charges @ Rs. _____/- (Rupees _____ Only) per sq. ft. The Allottee shall pay said amount on or before the handing over of the actual possession of the said flat /shop by the Promoter/Developer.
- 7) Without prejudice to their rights under this agreement and/or in law, the Promoter/Developer shall be entitled to claim and the Allottee shall be liable to pay to the Promoter/Developer interest at the rate 24% per annum, on all such amounts which become due, and payable by the Allottee under this agreement and remain unpaid for fifteen days or more after becoming due and irrespective of whether formally demanded or not. The Promoter/Developer shall in respect of any amount remaining unpaid by the Allottee under this agreement, shall have a first lien and charge on the said premises agreed to be acquired by the Allottee.
- 8) The Promoter/Developer shall give the possession of the said premises to the Allottee on or before ____/____/20____, subject however, to the availability of cement, steel, water, electricity and other building materials and subject to occupation permission of CIDCO / Municipal Authority and also subject to prompt and timely payment of purchase price installments by all the Allottee as well as subject to any act of God and or act of state and/or any other reasons beyond the control of the Promoter/Developer and also subject to the operation of force major. If the CIDCO / Municipal authority permit in future, part occupation on floor wise basis, the Promoter/Developer may offer possession of constructed floors earlier also. The Promoter/Developer shall not incur any liability or be responsible if the said premises are not delivered on the date aforesaid, if it is delayed for any of the reasons aforesaid or by reason of war, commotions, or any act of God, or any act of state or force major or for any reason beyond control of the Promoter/Developer or if due to any statute, notice, rule, order or notification of any Government &/or Non-Government &/or any other public body or authority, they shall be entitled to an extension of a reasonable time of minimum 6 months for completing construction of the proposed building and for putting the flat /shop purchaser into possession of his/her flat /shop.
- 9) The fixtures, fittings and amenities to be provided by the Promoter/Developer in the said building and the premises are communicated to the Allottee and the Allottee has/have agreed to

- 10) The Allottee shall have no claim, save and except in respect of the particular premises hereby agreed to be acquired, i.e. all open spaces, un allotted spaces, stilt area/ flat /shops/ garages/ lobbies/ staircases/ terraces/parking spaces/ gardens/hoarding etc. will remain the property of the Promoter/Developer until the whole property and/or any part thereof is transferred to the society as hereinafter mentioned but subject to the rights reserved to the Promoter/Developer under this agreement.
- 11) a) The Promoter/Developer shall be entitled to construct terrace houses, along with one or more terraces and shall be entitled to sell on ownership basis and/or otherwise dispose of the same. The Promoter/Developer shall also be free and entitled to allot or otherwise dispose off the stilt areas and/or open parking spaces. The Allottee and/or the Allottee of other premises shall not be entitled to raise any objection of whatsoever kind or nature and shall not be entitled to the use of such terraces or open spaces or stilt areas or parking spaces allotted by the Promoter/Developer to the Allottee of such premises unless the purchaser himself/ herself/ themselves is/are such purchaser. The Allottee of such premises shall be exclusively entitled to the use of the said area sold and/or allotted to him/her/them.
- b) The Promoter/Developer shall be entitled to sell or otherwise dispose of the right to the terrace or terraces of the building for the purpose of creation of advertisement/s hoardings or any other use permissible by law without any objections whatsoever from the Allottee upto time period of 1 year after formation of society so long as the means of access available to the society for approaching the water tank. The Promoter/Developer shall also be entitled to sell or otherwise dispose of the right to the terrace attached to any flat /shop/s to the Allottee of flat /shop adjoining the terrace subject to the said right of the society for approaching the water tank.
- c) The Promoter/Developer shall always be entitled to put his hoarding on the building and said hoarding shall not be removed without the written NOC of the Promoter/Developer even after the formation of society. Also in the case of redevelopment of said building or availability of additional FSI due to change in Government/CIDCO policy/rules, the Promoter/Developer shall also be entitled to put his hoarding on the building.

- 12) The Promoter/Developer shall have right to make additions and/or alterations and rise horizontally or vertically or put up additional structures/ floors as may be permitted by the CIDCO and other competent authorities. If any portion of the said lands and/or the said property is acquired or notified to be acquired by the Government, or any other public body or authority, the Promoter/Developer shall be entitled to receive all the benefits in respect, thereof and/or the compensatory F.S.I. or all other benefits which may be permitted in lieu thereof. The Promoter/Developer shall also be entitled to use any T.D.R. & any other paid F.S.I. or additional construction that may be permitted by the CIDCO or any other local body or concerned authority on the said plot of land and/or property for any reason whatsoever, including structures and stores will be the sole property of the Promoter/Developer who will be entitled to dispose it of in any way they choose and Allottee hereby irrevocable consents to the same. Under the circumstances aforesaid, the Allottee shall not be entitled to raise any objection or to any reduction in the price of the said premises agreed to be acquired by him/her/them and/or to any compensation or damages, on the ground of inconvenience or any other ground whatsoever. It is agreed by and between the parties that if the permitted floor space index or density is not consumed in the building being put up and/or at any time further construction on the land is allowed to the Promoter/Developer and/or consume the balance F.S.I. and/or additional F.S.I. of any other property whatsoever, and/or the Allottee and/or the Society or the Association of Apartment Owners and/or the Limited Company shall not be entitled to claim any share, right, title or interest in such F.S.I. as aforesaid nor shall they be entitled to raise any objection whatsoever in respect of its use by the Promoter/Developer in any manner they choose, and also they shall give permission to new flat /shop purchaser to be a member of society/apartment/Limited company without charging any cost, charges, fees etc.

If at any time in future due to the changes in the Government rules the total area of flat /shop increases than the area mentioned in sanction plan, in such condition the Promoter/Developer will have the right to claim from the Allottee the price of such an increased area and all the expenses necessary for executing & registering Rectification Deed regarding the changed area shall be paid by the Allottee.

- 13) The Promoter/Developer or any person nominated by the Promoter/Developer or the persons to whom the rights and benefits conferred under the clause herein before mentioned are assigned, shall have absolute right to make additions, alterations, raise stores or put up additional structures as may be permitted by the CIDCO and other competent authorities. Such additions, alterations, structures and stores will be the sole property of the Promoter/Developer its nominee or assignee as the case may be, who will be entitled to dispose of the same in any way they choose and the Allottee hereby consents to the same. The terrace of the building till the same is/are allotted to any Allottee and/or agreed to be sold, as also the parapet walls shall be the property of the Promoter/Developer or its nominee or assignee and the Promoter/Developer or its nominee or assignee shall also be entitled to display advertisements on or over the walls, on or over the terrace as well as on any portion of the said building including the compound thereof and on the walls of such compound and shall be exclusively entitled to the income that may be derived by display of such advertisements at any time hereafter. The agreement with the purchaser and all other Allottee of the other premises in the said building shall be subject to the aforesaid rights of the Promoter/Developer or its nominee or assignee who shall be entitled to use the terrace therein as well as the said lands, and other Allottee including the Allottee herein shall not be entitled to any abatement or reduction or concession in the price of the premises agreed to be acquired by the him on the ground of inconvenience or any other ground whatsoever. The Promoter/Developer shall be entitled to either nominate any other person to obtain the benefits, rights and interest in favour of any other person.
- 14) The Promoter/Developer shall be entitled to transfer, assign, dispose of and/or sell in any manner they deem fit or proper said terraces/ stilt areas/ parking spaces/garages/gardens/ garbage suite etc. to anybody on such price, terms and conditions at the Promoter/Developer may deem fit. The Allottee singly and/or along with other Allottee will not raise any objection of whatsoever nature of kind.
- 15) The Allottee agrees that he/she/they along with other Allottee of flat /shops/ garages/ parking spaces etc. will not charge anything to the

whatsoever for use of such terraces, stilt areas, compound walls, display or advertisements or hoardings etc. for the purpose mentioned hereinabove except as may be payable to any local authority and as may be provided in the agreement between the Promoter/Developer and the persons entitled to the use thereof. The Promoter/Developer will not be liable to pay maintenance or other service charge for unsold unit to society members.

- 16) As soon as the Promoter/Developer notify that the said premises is ready for occupation the Allottee shall pay the entire balance price including the arrears of installments, if any, together with accrued interest payable by him/her/them and the other amounts payable hereunder within fifteen days of such notice whether served individually or put up at some prominent place in the building. If the Allottee fails to pay the said balance amount as aforesaid, the Promoter/Developer will be entitled to forfeit the earnest money deposit previously paid by the Allottee and terminate this agreement and the Allottee shall thereupon lose all rights in the said premises agreed to be sold as well as all the rights and benefits under this agreement.
- 17) The possession of the said premises shall be delivered to the Allottee after the building is ready for use the occupation and only after all the amounts due by the Allottee under this agreement are first simultaneously paid to the Promoter/Developer. The possession of the said premises may be offered and/or given earlier, if requested by the Allottee, before receiving the occupation certificate to enable the Allottee to decorate the same internally or otherwise, provided however that the Allottee has/have first paid full consideration herein mentioned and all other amounts payable hereunder to Promoter/Developer provided further that he/she/they shall not be entitled to use and occupy the said premises till the occupation certificate from the CIDCO and/or other necessary consents from other concerned authorities are obtained/ received. The purchaser shall take possession of the said premises within fifteen days of the Promoter/Developer giving written notice to the purchaser offering the possession and/or intimating that the same is ready for use and occupation, time being the essence.
- 18) In case of ready possession i.e. flat /shop is ready for occupation the flat /shop purchaser shall be solely responsible for the upkeep & maintenance

and maintenance of the entire building and all common areas & facilities and amenities provided thereto from the date of allotment letter or agreement date whichever is earlier. In other case the effective date for upkeep & maintenance of his/her flat /shop & amenities & facilities & fixtures &etc& of the entire building & all common areas facilities & amenities provided thereto will be the date of possession letter offered by the Promoter/Developer to the flat /shoppurchaser. The Allottee hereby agrees to contribute and pay his/her /their actual proportionate share towards water charges, sweeper charges, common electrical bill, watchman salary, tax, service charges, insurance premium and out goings including maintenance charges in respect of the said premises to the Promoter/Developer &/or committee from by Promoter/Developer on or before 5th day of each month in advance, such share to be determined by the Promoter/Developer with regards to the each flat /shop/ open space/terrace/ parking space. Such amount will be decided later at the time of possession by Promoter/Developer and Allottee shall pay 24 months maintenance in advance to Promoter/Developer &/or committee from by Promoter/ Developer.

- 19) The Allottee shall immediately after the execution of this agreement lodge the same for registration with the appropriate registering authority and shall within two days after lodging the same, intimate in writing to the Promoter/Developer together with the serial number under which the same is lodged enclosing the Xerox copy of such registration receipt to enable the Promoter/Developer to admit the execution thereof. In no case Promoter/Developer shall bear any penalty that may be levied for delayed registration of the said agreement. If the Allottee fails to lodge this agreement for registration, the Promoter/Developer shall not be in any way responsible for the non-registration of the said agreement and the consequences arising there from.
- 20) If at any time development and/or betterment charges, GST, Sales Tax, Service Tax, VAT or other levy, charges, tax are/or is charged and/or any service charges/transfer charges levied or sought to be recovered by the Municipal Corporation/ CIDCO/Government and/or any other public authority in respect of the said plot and/or buildings/s the same shall be borne and paid by all the Allottees of the same.

- 21) The Allottee along with other purchaser of flat /shop/ parking space in the said building "_____ " shall form a Co-operative Society or Association of Apartment Owners or Limited Company on the availability of name. After formation of the said Co-Operative Housing Society or Association of Apartment Owners or Limited Company and after completion of the building and receipt by the Promoter/Developer of the full price of all the flat /shops the Promoter/Developer shall request, call upon and to execute the necessary conveyance or sub lease of the said plot of land in favour of such Co-Operative Housing Society or Association of Apartment Owners or Limited Company. Such conveyance as also the rules of the Co-Operative Housing Society or Association of Apartment Owners or Limited Company may adopt at its inception and the regulations and bye-laws of the proposed Co-operative Housing Society or Association of Apartment Owners or Limited Company shall be prepared and/or approved by the advocates of the Promoter/Developer and all costs, transfer charges and expenses including professional cost of the advocates of the Promoter/Developer and in connection with the formation of a Co-operative Housing Society or Association of Apartment Owners or Limited Company and the stamp and registration charges including all types of taxes and all other incidental charges of the said conveyance shall be borne by all the Allottee and/or members of such Co-operative Housing Society and/or Association of Apartment Owners or Limited Company. It is made clear that the Promoter/Developer shall not be liable to pay any stamp duty or registration charges in respect of the conveyance /lease deed of the said plot of land and building in favour of the said Society or Association of Apartment Owners or Limited company as aforesaid.
- 22) In the event of the Co-operative Housing Society or Association of Apartment Owners or Limited Company being formed and registered before the sale and disposal by the Promoter/Developer of all the flat /shops and other premises in the said building the power and the authority of the Co-Operative Housing Society or of such Association or Limited Company of the purchaser of premises shall be subject to the overall authority and control of the Promoter/Developer over any or all of the matters concerning the said building and in particular the Promoter/Developer shall have absolute authority and control as regards the unsold flat /shops/ portions and other premises and the disposal

sell the unsold flat /shops/ portions & other premises to any purchaser from Co-Operative Housing Society &/or Association of apartment owners &/or limited company being formed. If NOC required, society will give NOC to the Promoter/Developer &/or person/firm/authority suggested by Promoter/Developer within 3 days without any cost and charges & will add such purchaser/s to the society without any charges. And they/he/she will not demand any charges/ maintenance from the Promoter/Developer against the unsold flat /shop/portion & other premises & shall add such purchaser to Co-Operative Housing Society &/or Association of apartment owners &/or limited company without charging any fees &/or charges.

- 23) Notwithstanding anything herein contained or otherwise provided in this agreement, Promoter/Developer shall be at liberty to sell assign, transfer, or otherwise deal with its rights, title and interest in the said plot and/or in the said building constructed or to be constructed thereon in any manner whatsoever provided. However this right of the Promoter/Developer shall in no way prejudice the rights of the Allottee. It being expressly agreed and understood that the Allottee shall have no claim whatsoever except in respect of the premises hereby agreed to be acquired and that all open spaces/flat /shops/ garages/ parking spaces/ slit areas/ gardens/ terraces in the said building will remain the property of the Promoter/Developer until the said plot is fully developed and is transferred to the Co-Operative Society or Association of Apartment Owners or Limited Company as the case may be.

The Allottee for himself/themselves with intention to bring all persons into whosoever hands the flat /shop may come, doth hereby covenant with the Promoter/Developer as follows:

- (a) To maintain the flat /shop in good tenable repair condition from the date of possession of the flat /shop is taken and shall not do or cause to be done anything in or to the building in which the flat /shop is situated, staircase or any passage which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the flat /shop is situated and the Flat /shop itself or any part thereof.
- (b) Not to store in the flat /shop any goods which are of hazardous,