

which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index ---- as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said flat based on the proposed construction and sale to be carried out by the Promoter by utilising the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

The Allottee shall have no claim save and except in respect of the particular premises agreed to be sold hereunder, and all other areas including terraces, passages, and common areas except the stilt, plot, other walls, etc. will remain the property of the Promoters or persons claiming through them, even after the whole of the said property is transferred to the Co-operative Society or Limited Company or condominium of Apartments as herein provided subject to the rights of the Promoters as contained in this agreement.

It is agreed that the Promoters shall be entitled without affecting the rights of the Allottee to the said premises including the area thereof to revise or amend the building plans in respect of the said building and to utilize the total F.S.I. and the transfer of development right certificate as they may desire and the Allottee hereby irrevocably covenants and give no objection to the right of the Promoters to revise and modify the building plans in respect of the said property from time to time and make use of options of F.S.I. Benefits, including DRC/TDR/ fungible area certificates in the said property.

It is expressly agreed between the Promoters and the Allottee and the Allottee confirm that they are aware that the Promoters are likely to receive additional F.S.I. and/or transfer of Development Rights Certificates are likely to be brought upon by the Promoters on the said

property from the amalgamating property, adjoining property and/or any other property. In such event of Promoters receiving additional F.S.I. and/or transfer of development right certificate the Promoters shall be entitled to construct either additional floor and floors on the said building or any part thereof or construct any additional structure/wing on the said property, in the open compound as may be permissible either as Annex Structure or as an independent structure and building as the promoters may desire and in the aforesaid event the Promoters shall be entitled to deal with, dispose off, alienate, encumber or transfer such additional floor and floors or premises and building or buildings or structures for such consideration to such part as the Promoters may desire without reference or recourse or consent of the Allottee in any manner whatsoever and the Allottee agrees not to dispute or object to the same.

It is specifically agreed between the parties that the Promoters are constructing the building which is a composite of rehabilitation area and sale area having one wing and are entitled to utilize the unconsumed F.S.I. available for the sale component area by extension vertically or horizontally and Allottee herein irrevocably consent to the Developers for construction of the same. In future if Promoters amalgamate with adjoining plot and develop and complete the project then Promoters have right to again subdivide the plot and form separate societies.

6. **DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:**

The Promoter has made full and true disclosure of the title of the said property as well as encumbrances, if any, known to the Promoter in the title report of the Advocates. The Promoter has also disclosed to the Allottee nature of its right, title and interest or right to construct building/s, and also given inspection of all documents to the Allottee. As

required by the law. The Allottee having acquainted himself/herself/themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.

7. **SPECIFICATIONS AND AMENITIES: -**

The specifications and amenities of the flat to be provided by the Promoter in the said project and the said building are those that are set out in **Annexure I** hereto. In the project multi storied high rise buildings/wings are under construction and to maintain the stability of the buildings/wings and internal structure, herein specifically informed by its consultant not to allow any internal changes. As per our policy there shall be no customization permitted inside the said building. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession.

8. **POSSESSION OF THE FLAT: -**

8.1 Schedule for possession of the said Flat: -

The Promoter agrees and understands that timely delivery of possession of the flat is the essence of the Agreement. Subject to receipt of dues of the Promoter together with taxes thereon are paid by the Allottee in respect of the said flat in terms of these presents, the Promoter, based on the approved plans and specifications, assures to hand over possession of the said flat by 31st day of December, 2025. In case the construction is completed earlier then the Promoter has the right to give possession earlier than the date mentioned above. Once the possession is offered to Allottee all further expenses and taxes related to the flat will be borne by the Allottee, provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the allottee and the Promoter for giving possession of

the flat on the aforesaid date, and the same shall not include the period of extension given by any Authority.

Further, if the completion of building in which the flat is to be situated is delayed on account of – (i) war, civil commotion, flood, pandemic, drought, fire, cyclone, earthquake, act of God or any calamity by nature affecting the regular development of the real estate project (“Force Majeure”) (ii) Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried by the Promoter as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority. If, however, the completion of the Project is delayed due to the Force Majeure conditions of a nature which make it impossible for the contract to be implemented this agreement shall come to an end on appropriate notification to the Purchaser in that behalf.

8.2 Schedule for possession of the Common amenities: -

The Promoter also expects to hand over possession of the said common amenities on 31st day of December, 2025. In case the construction is completed earlier than the Promoter has the right to give possession earlier than the date mentioned above. Once the possession is offered, the Allottee/s herein agrees and covenants that he/she/they shall not be entitled to refuse to take the possession of the said apartment on the ground of non-completion of aforesaid common amenities.

That the allottee further agrees that even where 'substantial completion' of works has been done and after receiving OC from the competent authority possession of the said Flat shall be given. That substantial completion would mean works done that do not affect his use or occupation of his FLAT and he can cohabit in the said Flat.

9. PROCEDURE FOR TAKING POSSESSION: -

9.1 The Promoter, upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing to the Allottee intimating that, the said flat is ready for use and occupation. The Allottee herein shall inspect the said flat in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/total price and dues to the Promoter as per terms and conditions of this agreement and take the possession of the said flat within 15 days from the date of written intimation issued by the Promoter to the Allottee herein. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottee/s. as the case may be.

9.2 It shall be expressly agreed that wherever it is the responsibility of the allottee to apply and get necessary services the same shall not be undertaken by the Promoter and the Allottee shall be solely responsible for the same.

10. FAILURE OF ALLOTTEE TO TAKE POSSESSION OF FLAT:

Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the flat to the allottee. In case the Allottee fails or commits delay in taking possession

of said flat within one week from the date of offer of possession, such Allottee shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said flat and the Promoter shall not be liable for the maintenance, wear and tear of the said flat.

11. TIME IS ESSENCE:

Time is essence for the Promoter as well as the Allottee. The promoter shall abide by the time schedule for completing the project and handing over the flat to the Allottee and the common area to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of other dues payable by him and meeting the other obligation under the Agreement subject to the simultaneous completion of construction by the Promoter as per this agreement.

12. TERMINATION OF AGREEMENT:

- 12.1 Without prejudice to the right of Promoter to charge interest as specified 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 reminders, the Promoter shall at his own option, may terminate this Agreement provided that, Promoter shall give notice of 15 days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the email 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 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 administrative expenses of an amount and/ or any other expenses incurred by the Promoter for such flat as requested by the allottee or any other amount which may be payable to Promoter) within a period of 30 days of the termination, the installments of sale consideration of the flat which may till then have been paid by the Allottee to the Promoter and the Promoter herein shall be entitled to deal with the said flat with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement.

- 12.2 It is specifically agreed between the parties hereto that, if the transaction in respect of the said flat between the Promoter and Allottee/s herein terminated as stated in sub-para 12.1 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said flat shall stands automatically canceled and either party have no right, title, interest or claim against each other except as provided hereinafter.

13. **DEFECT LIABILITY:**

If within a period of One year from the date of handing over the flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the flat or the building in which the flat is situate 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, Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said flat of phase/ wing and in specific the structure of the said flat/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particulars it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen may result in seepage of the water. If any such works are carried out without the written consent of the Promoter defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear and by negligent use of flat by the Occupants, vagaries of nature etc. that it shall be the responsibility of the allottee to maintain his flat in proper manner and take all due care need including but not limiting to the joints in the tiles in the flat are regularly filled with white cement/epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the Promoter to the allottee ends before the defect liability period and such warranties are covered under the maintenance of the said flat/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the allottee/s the Promoter shall not be responsible for any defects occurring due to the same. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, 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 flats and the common project amenities wherever applicable. That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the flat/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the flat/ phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

14. FORMATION OF ORGANISATION OF FLAT HOLDERS: -

- 14.1 The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society of Association or a Limited Company to be known by such name as the Promoter 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 within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee 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.

- 14.2 The Promoter shall, (within 4 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 Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said flat is situated.

15. PAYMENT OF TAXES, CESSSES, OUTGOINGS ETC: -

- 15.1 The Purchaser/s herein is well aware that, the Central and the State Governments and corporation have imposed many taxes on the agreed consideration, for the transaction for sale of flat by the Promoter to the Allottee of the flat under the tax to the GOVT. Act and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter herein to enable the Promoter to deposit/ pay the same to the Government.
- 15.2 Within 15 days after notice in writing is given by the Promoter to the Allottee that the flat 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 flat) 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