

Complex is in any way hindered or impeded. The Buyer hereby accepts the above and shall not raise any objection with regard thereto.

9.4 **Basic Duty of Buyer:** The Buyer shall make all payments and perform all obligations as stipulated in this Agreement and the Buyer shall not, in any way, commit breach of the terms and conditions herein contained.

9.5 **Completion Date:** The Vendor shall construct, finish and make the Said Flat habitable and the Parking Space, if any, usable in accordance with the provisions of Clause 9.6.3 on or before SEPT' 2018 for Blocks named *Gardenia, Hyacinth, Ivy and Jasmine* and - for Blocks named *Fern, Camellia, Daffodil and Eucalyptus* and - for Blocks named *Acacia and Begonia* (**Completion Date**) **provided however** the Completion Date may be extended by a period of 12 (twelve) months (**Extended Period**) at the option of the Vendor **and provided further** that it shall not be obligatory for the Vendor to complete the Common Portions before giving the Possession Notice (defined in Clause 9.6.2 below) to the Buyer. In this regard it is clarified that the Vendor shall complete all the Common Portions after all Phases of the Said Complex are completed. The Vendor shall neither incur any liability nor be held liable for claim of any amount by the Buyer, if the Vendor is unable to deliver possession of the Said Flat within the Completion Date and/or the Extended Period due to Circumstances Of Force Majeure (defined in Clause 16.1 below) or for or on account of (1) delay on the part of the Buyer in making any payment or complying with any of the buyers obligations recorded in this Agreement and (2) any other reasonable cause whereby the Vendor is prevented from completing the Said Flat And Appurtenances or any portion thereof. In no event shall the Buyer be entitled to claim any amount from the Vendor on account of consequential losses and damages or otherwise if the Said Flat And Appurtenances is not completed within the Completion Date and/or the Extended Period.

9.6 **Access and Possession :** With regard to access and possession, it is clarified as follows:

9.6.1 **Access for Fit-Out:** Before the Completion Date, at the request of the Buyer, the Vendor may at its option and subject to such conditions as it may deem fit, allow the Buyer to have temporary access to the Said Flat for interior and furniture works provided all dues payable to Vendor are paid in full by the Buyer. The Buyer shall complete the interiors and furniture works without disturbing or causing inconvenience to the Vendor or the occupants of other flats in the Said Complex and without making any change in the structure and construction of the Said Flat. During such period of temporary access the Vendor shall continue to be in possession of the Said Flat and the Buyer shall only have a revocable and temporary license to have access to the same for the aforesaid limited purpose and shall not be entitled to actually occupy, use or enjoy the Said Flat till possession is given by the Vendor by issuing the Possession Notice (defined in Clause 9.6.2 below). The Buyer shall pay to the Vendor all incidental charges like proportionate electricity charges, cleaning charges etc. relating to the fit-out carried out by the Buyer. The Buyer agrees to adhere to the guidelines below :

Guidelines to be followed by the Buyer and/or their representatives

1. Buyer shall not put additional grills in the balcony/windows.
2. Buyer shall not install window air-conditioner or put outdoor unit of split air-conditioner other than at the place already provided.
3. In case of buyer making any changes in pipelines/plumbing lines, the buyer shall have to conduct the smoke/pressure test in the presence of the Vendor's representative. Cost of such test will be borne by the Buyer. If the said changes pass the smoke/pressure test, a certificate shall be issued for the same. The Vendor shall not be liable for any future damage occurring due to these changes. And if, by making such changes any damage is caused to any other flat, the rectification cost will be borne by the Buyer.
4. If any damage is caused to any other flat or the Common Portions due to a problem in Buyer's flat, then the Vendor shall be entitled to get the same rectified at the cost of the Buyer.
5. Painting of external surface in balcony and windows is not allowed.

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- 9.6.2 **Possession:** Upon the Said Flat becoming habitable and the Parking Space, if any, becoming usable in accordance with the provisions of Clause 9.6.3 below, the Vendor shall serve a notice on the Buyer (**Possession Notice**) calling upon the Buyer to take exclusive physical possession of the Said Flat and the Parking Space, if any, and within 15 (fifteen) days from the date of the Possession Notice (**Date Of Possession Notice**), the Buyer shall be bound to take over exclusive physical possession of the Said Flat and the Parking Space, if any, after fulfilling all obligations under this Agreement, including payment of all amounts due to the Vendor, failing which it shall be deemed that the Buyer has taken possession on the 16th day of the Date Of Possession Notice (date of actual or deemed exclusive physical possession, **Date Of Possession**). From the Date Of Possession Notice, the Buyer shall become liable to pay all outgoings such as Maintenance Charge and property taxes and land revenue (**Rates & Taxes**), irrespective of whether or not the Buyer takes exclusive physical possession as aforesaid. In case such deeming provision comes into force, the Buyer confirms that the Buyer shall not claim to be in physical possession of the Said Flat And Appurtenances and the same shall be received by the Buyer only upon clearing all dues and performing all obligations.
- 9.6.3 **Meaning of Completion:** It shall not be obligatory for the Vendor to complete the Common Portions before giving the Possession Notice to the Buyer and the Said Flat and the Parking Space, if any, shall be deemed to have been completed in all respect if the same is made fit for habitation and use [(1) in bare condition and (2) as per the Specifications, the decision of the Architect in this regard being final and binding]. In this regard it is clarified that (1) the Vendor shall complete all the Common Portions after all Phases of the Said Complex are completed and (2) all Common Portions/ Residents Club shall be used in common by all the flat owners of all Phases of the Said Complex notwithstanding the Common Portions/Residents Club being made available progressively and the flat owners of Phases completed earlier shall not be entitled to claim any superior right/exclusivity over the Common Portions/ Residents Club over the flat owners of Phases completed later.
- 9.6.4 **Complete Satisfaction on Possession:** Subject to the provisions of Clause 14.1 below, on the Date of Possession, the Buyer shall be deemed to be completely satisfied with all aspects of the Said Flat And Appurtenances, including the built-up area and super built-up area of the Said Flat.
- 9.6.5 **Commencement of Outgoings:** From the Date Of Possession Notice, all outgoings in respect of the Said Flat And Appurtenances, including Maintenance Charge and Rates & Taxes shall become payable by the Buyer.
- 9.7 **Vendor's Obligations:** Subject to the Buyer making timely payment of the Total Price, Extras and other charges in the manner stipulated in this Agreement, the Vendor hereby agrees:
- 9.7.1 **Construction of Said Flat:** to construct, finish and make the Said Flat habitable and the Parking Space, if any, usable and transfer the Said Flat And Appurtenances to the Buyer.
- 9.7.2 **Construction According to Specifications:** subject to the other provisions of this Agreement, to construct and finish the Said Flat and the Parking Space, if any, in accordance with the Sanctioned Plans and Specifications, reasonable variations excepted.
- 9.8 **Completion of Sale:** The sale of the Said Flat And Appurtenances shall be completed by execution and registration of a Deed of Conveyance in favour of the Buyer provided the Buyer tenders in time all amounts required for the same as mentioned above. Messieurs Saha & Ray, Advocates (**Legal Advisors**) shall draft the standard conveyance and only such standard conveyance shall be used. The Buyer shall be bound to take conveyance of the Said Flat And Appurtenances on or before the Date Of Possession, failing which exclusive physical possession of the Said Flat and the Parking Space, if any, shall not be delivered to the Buyer (although the Buyer shall become liable for Common Expenses and Rates & Taxes from the Date Of Possession Notice) and in addition, all statutory taxes and penalties shall also be borne and paid by the Buyer. In the event of failure of Buyer to take conveyance of the Said Flat And Appurtenances within 90 (ninety) days from the Date of Possession, as per Possession Notice, a penalty of Rs.7/- (Rupees seven) per month per sq.ft. of built-up area will be payable by the Buyer for cleaning and maintenance together with applicable Service Tax, if any.

- 9.9 **Facility Manager:** The Vendor may hand over management and upkeep of all Common Portions to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that the Facility Manager (1) shall operate, manage and render day to day services with regard to the Common Portions (2) shall levy and collect the Maintenance Charge (3) shall be paid the Maintenance Charge by the Buyer (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Buyer and it shall be deemed that the Facility Manager is rendering the services to the Buyer for commercial consideration (5) shall merely be the service provider for rendition of services with regard to the Common Portions and (6) may be appointed and/or replaced by the Vendor or the Association (upon formation) from time to time.
10. **Residents Club**
- 10.1 **To be Provided by Vendor:** Ideal shall provide a recreational club within the Said Premises/said Complex (**Residents Club**) upon grant of necessary approvals and permissions, if any, for the same. The name of the Residents Club shall be **club(p)lush**.
- 10.2 **Facilities of Residents Club:** The Residents Club shall have recreational/sports/banquet and other facilities.
- 10.3 **Ownership of Residents Club:** The Buyers of the Said Complex shall be the proportionate owners of the Residents Club including all movable and immovable assets and all other properties thereof.
- 10.4 **Management and Maintenance of Residents Club:** The Residents Club shall be managed and maintained by the Vendor for a period of 12 months and thereafter by the Association or the Facility Manager. Club charges for a period of 12 (twelve) months, from the Date Of Possession Notice (defined in Clause 9.6.2 above) have been collected as part of Advance Maintenance Charges. This amount shall be fully appropriated by the Vendor without obligation of any accounting. Charges for Pay & Use facilities for the Residents Club shall be chargeable separately during these 12 months period.
- 10.5 **Costs for Residents Club:** The costs for such management and maintenance shall be paid out of the charges collected for the Residents Club by the Vendor/Facility Manager/Association (upon formation), as the case may be. In case of any deficit, the same shall be payable by all the flat owners of the said Complex proportionately. Such deficit may be either recovered separately and/or be included in the Maintenance Charges at the option of Vendor/Facility Manager/Association (upon formation). The Vendor shall not be required under any circumstance to make any contribution towards the charges to be incurred for the management and/or maintenance of the Residents Club.
- 10.6 **Rules of Residents Club:** The Vendor shall be entitled to make rules, regulations and/or by-laws for governing and regulating the user charges, management, maintenance, general administration, running and operation of the Residents Club (**Club Rules**) which shall be binding on all flat owners as members thereof including the Buyer and the Buyer hereby agrees to abide with all such rules and regulations of the Residents Club.
- 10.7 **Rights in Residents Club on Transfer:** In case of transfer of the Said Flat And Appurtenances by the Buyer, the Buyer's membership of the Residents Club shall cease and the Buyer's transferee shall automatically become a member of the Residents Club.
- 10.8 **Usage Charge:** Usage charges/club subscription (**Usage Charge**) for using facilities at the Residents Club may be charged and revised from time to time by the Vendor or the Association, upon formation as per Club Rules. Guest charges, as applicable may also be charged by the Vendor or the Association, upon formation as per Club Rules. These usage charges will be applicable even during the period the advance maintenance charge are effective.

10.9 Membership and Usage:

- 10.9.1 The membership of the Residents Club in respect of each residential flat shall be in the name of one person only. Accordingly, in the event of any residential flat having more than one owner, the co-owners thereof shall nominate from amongst themselves one person for such membership (**Member**).
- 10.9.2 In the event of any residential flat not being owned by individuals but by a limited company or a limited liability partnership or a partnership firm or a Hindu Undivided Family or Trust or other body, then one individual shall be nominated by such flat owner for membership of the Residents Club. Change of nominee shall be permitted in accordance with the Club Rules.
- 10.9.3 In the event of death of any Member, the membership of the Residents Club shall be transferred to the co-owner (if any) of the concerned residential flat and in the event of there being no co-owner, then to one person from amongst the heirs of the Member who is nominated by all the heirs for such purpose.
- 10.9.4 It is expressly agreed that only the residents who are permanently residing in any of the residential flats in the Said Complex shall be entitled to the use of the Residents Club. However, subject to compliance with the Club Rules, guests may be permitted to use the Club if accompanied by a Member and subject to such conditions and payment of such guest charges as may be fixed or revised from time to time.
- 10.9.5 The rights of use as also the obligations of the Buyer as a Member of the Residents Club shall be governed by the Club Rules and the Buyer agrees, undertakes and covenants to abide by the Club Rules and to make payment of Club Charge and other expenses as may be fixed and/or revised from time to time as per the Club Rules.

11. Covenants

- 11.1 **Buyer's Covenants:** The Buyer covenants with the Vendor (which expression includes the Association in all Sub-Clauses of Clause 11, wherever applicable) and admits and accepts that:
- 11.1.1 **Buyer Aware of and Satisfied with Common Portions and Specifications:** The Buyer, subject to the provisions of Clause 6.1.3 and upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Buyer has examined and is acquainted with the Said Block/Said Complex and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Block/Said Complex **save and except** the Said Flat And Appurtenances.
- 11.1.2 **Buyer to Mutate and Pay Rates & Taxes:** The Buyer shall (1) pay all fees and charges and cause mutation in the name of the Buyer in the records of KMC and the Office of the BL&LRO, if required, within 30 (thirty) days from the date of taking conveyance deed of the Said Flat And Appurtenances (**Date Of Conveyance**) and (2) pay the Rates & Taxes (proportionately for the Said Premises and/or the Said Block and/or the Said Complex and wholly for the Said Flat And Appurtenances from the Date Of Possession Notice and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Buyer), on the basis of the bills to be raised by the Vendor/Facility Manager/Association (upon formation)/KMC, such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the aforesaid bills.
- 11.1.3 **Buyer to Pay Maintenance Charge:** Subject to the provisions of Clause 8.3.2 (c) above, the Buyer shall pay Maintenance Charge on the basis of the bills to be raised by the Vendor/ Facility Manager/Association (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that (1) the Buyer shall not claim any deduction or abatement in the bills relating to Maintenance Charge and (2) the Maintenance Charge shall be subject to variation from time to time, at the sole discretion of the Vendor/ Facility Manager/Association (upon formation).

- 11.1.4 **Buyer to Pay Interest for Delay and/or Default:** The Buyer shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Vendor/Facility Manager/Association (upon formation), within the prescribed due date, failing which the Buyer shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Vendor/Facility Manager/Association (upon formation), as the case may be. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services, facilities and utilities shall be discontinued to the Buyer and the Buyer shall be disallowed from using the Common Portions including water supply, electricity, user of lift etc.
- 11.1.5 **Vendor's Charge/Lien:** The Vendor shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Buyer to the Vendor **provided however** if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Vendor shall stand extinguished on the financial institution provided all dues payable to the Vendor are cleared by the Buyer and/or such financial institution.
- 11.1.6 **No Obstruction by Buyer to Further Construction:** The Vendor shall be entitled to construct additional/further floors on and above the top roof of the Said Block and/or make other constructions elsewhere on the Said Premises/Said Complex and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the said Complex and/or the Common Portions and shall be entitled to deal with and dispose of all of the above in any manner whatsoever and the Buyer shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyer due to and arising out of the said construction/developmental activity. The Buyer also admits and accepts that the Vendor and/or employees and/or agents and/or contractors of the Vendor shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto. If any act or omission of the Buyer results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the said Complex or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any residential flat or portion of the said Complex, then in that event the Buyer shall also be liable to pay to the Vendor compensation and/or damages that may be quantified by the Vendor.
- 11.1.7 **No Rights of or Obstruction by Buyer:** All open areas in the Said Premises proposed to be used for open car parking spaces do not form part of the Common Portions within the meaning of this Agreement and the Vendor shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof. It is clarified that all unsold car parking spaces shall continue to be owned and possessed by the Vendor.
- 11.1.8 **Variable Nature of Land Share and Share In Common Portions:** The Buyer fully comprehends and accepts that (1) the Land Share shall be the proportion which the built-up area of the Said Flat bears to the total built-up area of all the Flats in the Said Complex (2) if the area of the Said Block/Said Complex is recomputed by the Vendor, then and in such event, the Land Share and the Share In Common Portions shall vary accordingly and proportionately and the Buyer shall not question any variation (including diminution) therein (3) the Buyer covenants not to demand any refund of the Total Price paid by the Buyer on the ground of or by reason of any variation of the Land Share and the Share In Common Portions (4) the Land Share and Share In Common Portions are not divisible and partible and (5) the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Vendor, in its absolute discretion.
- 11.1.9 **Buyer to Participate in Formation of Association:** Subject to the provisions of Clause 8.3.2 (e) above, the Buyer admits and accepts that the Buyer shall join the Association and become a member thereof with voting rights. In this regard, the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required by Vendor/Association (upon formation). Notwithstanding formation of the Association, the Facility Manager may look after the maintenance of the Common Portions. Each Transferee will be entitled to cast one vote irrespective of the size of his Flat.

11.1.10 **Obligations of Buyer:** The Buyer shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Block, the Said Complex and the Common Portions by the Vendor/Facility Manager/Association (upon formation), as applicable.
- (b) **Observing Rules:** observe the rules framed from time to time by the Vendor/Facility Manager/Association (upon formation) for the beneficial common enjoyment of the Said Block, the Said Complex and the Common Portions.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances from the Date Of Fit out.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Vendor or to other flat owners. The main electric meter shall be installed only at the common meter space. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block, the Said Complex, the Said Premises and outside walls of the Said Block save in the manner indicated by the Vendor/Facility Manager/Association (upon formation).
- (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Buyer use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Buyer shall also not use or allow the Said Flat to be used as a religious establishment, hotel, guesthouse, serviced apartment, mess, chummary, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **Maintenance of Said Flat:** repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes etc. inside the Said Flat, at the cost of the Buyer.
- (g) **Use of Common Toilets:** ensure that the domestic help/service providers visiting the Said Flat use only the common toilets and while so using, keep the common toilets clean and dry.
- (h) **Use of Spittoons/Dustbins:** use the spittoons/dustbins located at various places in the Said Complex.
- (i) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Flat and the Said Block and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat.
- (j) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances, the Said Block and/or the Said Complex. The Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Block and/or on any external part of the Said Block and/or the roof thereof. In the event the Vendor and/or the Association and/or the Sanctioning Authority comes to know of any change made by the Buyer then the Vendor and/or the Association and/or the Sanctioning Authority shall be entitled to demolish the changes and restore the Said Flat at the cost of the Buyer. In the event any change is made by the Buyer after the Date Of Conveyance, then also the Vendor and/or the Association and/or the Sanctioning Authority shall be entitled to demolish the changes and restore the Said Flat to its original position at the cost of the Buyer. The Buyer shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Buyer.
- (k) **No Air Conditioning Without Permission:** not install such type of air-conditioners (window or split), since the same is being installed by the Vendor.

- (l) **No Collapsible Gate:** not install any collapsible gate outside the main door/entrance of the Said Flat.
- (m) **No Sub-Division:** not sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstances.
- (n) **No Changing Name:** not change/alter/modify the names of the Said Block and the Said Complex from that mentioned in this Agreement.
- (o) **No Nuisance and Disturbance:** not use the Said Flat or the Common Portions or the Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Complex and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.
- (p) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (q) **No Obstruction to Vendor/Facility Manager /Association:** not obstruct the Vendor/Facility Manager/Association (upon formation) in their acts relating to the Common Portions and not obstruct the Vendor in constructing on other portions of the Said Block/Said Complex/Said Premises and selling or granting rights to any person on any part of the Said Block/Said Complex/Said Premises.
- (r) **No Obstruction of Common Portions:** not obstruct the pathways and passages of the Common Portions or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.
- (s) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Vendor/Facility Manager/Association (upon formation) for the use of the Common Portions.
- (t) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefor.
- (u) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space, if any, the Said Block, the Common Portions, the Said Complex and the Said Premises, including but not limited to acts of vandalism, putting up posters and graffiti etc.
- (v) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat, the Parking Space, if any, the Common Portions, the Said Block, the Said Complex and the Said Premises.
- (w) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Flat/Said Block/Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Said Flat.
- (x) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.
- (y) **No Installing Generator:** not install or keep or run any generator in the Said Flat and the Parking Space, if any.
- (z) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.

- (aa) **No Damage to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Buyer or the family members, invitees, servants, agents or employees of the Buyer, the Buyer shall compensate for the same.
- (ab) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Flat.
- (ac) **No Smoking in Public Places:** not smoke in public places of the Said Complex and the Buyer and the Buyer's guests shall not throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but shall dispose them off in dustbins after ensuring that the fire is fully smothered/extinguished.
- (ad) **No Plucking Flowers:** not pluck flowers or stems from the gardens.
- (ae) **No Littering:** not throw or allow to be thrown litter in the Common Portions of the Said Block/Said Complex.
- (af) **No Trespassing:** not trespass or allow trespass over lawns and green plants within the Said Complex.
- (ag) **No Overloading Lifts:** not overload the passenger lifts and move goods only through the staircase of the Said Block.
- (ah) **No Use of Lifts in Case of Fire:** not use the lifts in case of fire.
- (ai) **No Covering of Common Portions:** not cover the Common Portions, fire exits and balconies/terraces (if any) of the Said Flat.
- (aj) **Pay Service Tax, etc.:** to make payment of applicable Service Tax that may be payable in respect of all amounts to be paid by the Buyer to the Vendor/the Facility Manager and/or Association in terms of this Agreement as also to pay all others taxes payable by the Buyer in terms of this Agreement.

11.1.11 **Notification regarding Letting/Transfer:** If the Buyer lets out or transfers the Said Flat And Appurtenances, the Buyer shall immediately notify the Vendor/Facility Manager/Association (upon formation) of the tenant's/transferee's address and telephone number.

11.1.11 **Notification regarding Letting/Transfer:** If the Buyer lets out or transfers the Said Flat And Appurtenances, the Buyer shall immediately notify the Vendor/Facility Manager/Association (upon formation) of the tenant's/transferee's address and telephone number.

11.1.12 **No Right in Other Areas:** The Buyer shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Said Premises/Said Complex/Said Block save and except the Said Flat and Appurtenances and the Buyer shall not raise any dispute or make any claim with regard to the Vendor either constructing or not constructing on the said other portions of the Said Premises/Said Complex.

11.1.13 **Roof Rights:** The user right of the top roof of any Block shall remain common to all flat owners of the Said Block (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated on the Common Roof. The Vendor shall always have the right of further construction on the entirety of the top roof and the Buyer specifically agrees not to do any act that prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all flat owners of the Said Block. The Vendor shall be entitled to shift any installations like lift room, water tank etc. erected upon the Common Portions to such top/ultimate roof upon further construction and also to make available the Common Portions and all utility connections and facilities to the additional/further constructions.

11.1.14 **Acceptance of Green Building Norms:** The Vendor intends to make the Said Building compliant with the norms of the Indian Green Building Council (IGBC) Green Homes Certification and the Buyer has agreed and accepted such intention of the Vendor and has further agreed to abide by all rules, regulations and stipulations in this regard.

- 11.1.15 **Loans for construction of the Said Complex:** The Vendor shall be entitled to take loans and/or financial assistance for the purpose of implementation and execution of the Said Project. For obtaining such loans and/or financial assistance from Banks/Financial Institutions/Housing Finance Companies or corporate bodies, the Vendor shall be entitled to create charge and/or mortgage in respect of the Said Premises/Said Complex in their favour. However, on or before the execution of the Deed of Conveyance in respect of the Said Flat And Appurtenances, a release/no objection/ clearance shall be obtained by the Vendors from the concerned Banks/Financial Institutions/Housing Finance Companies or corporate bodies, if any, regarding transfer of the Said Flat And Appurtenances.
- 11.1.16 **Indemnity:** The Buyer shall keep the Vendor indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Vendor and/or the Association (upon formation) relating to the Said Premises/Said Complex/Said Block or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Buyer or the servants/agents/licensees/invitees/visitors of the Buyer and/or any breach or non-observance by the Buyer of the Buyer's covenants and/or any of the terms herein contained.
- 11.2 **Vendor's Covenants:** The Vendor covenants with the Buyer and admits and accepts that:
- 11.2.1 **No Creation of Encumbrance:** During the subsistence of this Agreement, subject to Clause 11.1.15, above, the Vendor shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Buyer in respect of the Said Flat And Appurtenances, subject to the Buyer fulfilling all terms, conditions and obligations of this Agreement.
- 11.2.2 **Documentation for Loan:** The Vendor shall provide to the Buyer all available documents so that the Buyer may get loan from banks and financial institutions, if required by the Buyer.
12. **Termination and its Effect**
- 12.1 **Non-payment by Buyer:** In the event the Buyer (1) delays and/or fails to make timely payment of any part or portion of the Total Price in the manner described in **Part II of 6th Schedule** below or the Extras or any other charges payable under this Agreement (**Financial Default**) or (2) fails to perform the obligations required to be performed by the Buyer under this Agreement (**Contractual Default**), then and in such event, the Vendor shall, at its sole discretion, have the absolute right to cancel this Agreement and refund the amount received from the Buyer in either of the manners mentioned below. However, without prejudice to such right of the Vendor to cancel this Agreement for Financial Default, the Vendor may condone the delay, conditional upon the Buyer paying interest @ 12% (twelve percent) per annum for the period of delay (computed from the date the payment/s became due till the date of payment) on all amounts due and outstanding. However, such right of condonation is exclusively vested in the Vendor and the Vendor shall have absolute liberty to cancel or not to cancel this Agreement and the Buyer shall not be entitled to claim condonation as a matter of right. If the Vendor decides to cancel this Agreement, then and in such event, the Vendor shall refund to the Buyer, at the Vendor's option, in either of the following manner:
- 12.1.1 **Refund Within 45 days of Date Of Cancellation:** The Vendor may refund to the Buyer within 45 (forty five) days from the date of such cancellation by the Vendor (**Date Of Cancellation**), the balance of all payments received from the Buyer till the Date Of Cancellation (without any interest) after deducting 10% (ten percent) of the Total Price and also deducting all accrued interest @ 12% (twelve percent) per annum for the period of delay till the Date Of Cancellation; or
- 12.1.2 **Refund on Resale:** The Vendor may sell the Said Flat And Appurtenances to a new buyer (**New Buyer**), at the risk and cost of the Buyer, at the then prevailing price (**New Total Price**), which may be higher or lower than the Total Price:
- (a) **Sale at Price Higher than Total Price:** In the event the New Total Price is higher than the Total Price; then the Vendor shall refund to the Buyer the balance of the amount received from the Buyer after deduction of (1) 10% (ten percent) of the Total Price (2) accrued

interest @ 12% (twelve percent) per annum for the period of delay till the Date Of Cancellation and (3) cost, if any, incurred for such sale to the New Buyer **provided however** if there is any surplus after the aforesaid deductions, the entirety of such surplus shall be refunded by the Vendor to the Buyer.

- (b) **Sale at Price Lower than Total Price:** In the event the New Total Price is lower than the Total Price, then the Vendor shall refund to the Buyer the balance of the amount received from the Buyer after deduction of (1) 10% (ten percent) of the Total Price (2) accrued interest @ 12% (twelve percent) per annum for the period of delay till the Date Of Cancellation and (3) the difference between the Total Price and New Total Price and (4) cost, if any, incurred for such sale to the New Buyer.
- 12.2 **Cancellation by Buyer:** In case the Buyer cancels this Agreement on any ground whatsoever (except breach of Vendor's Covenants), the Vendor shall refund to the Buyer, at the Vendor's option, in either of the manners mentioned in Clauses 12.1.1 or 12.1.2 (a) and (b) above.
- 12.3 **Breach by Vendor:** Without prejudice to the provisions of Clause 9.5 above, in the event the Vendor fails and/or neglects to deliver possession of the Said Flat And Appurtenances within the Completion Date [which may include the Extended Period or the period required beyond the Extended Period due to Circumstances Of Force Majeure (defined in Clause 16.1 below) and other circumstances mentioned in Clause 9.5 above], this Agreement shall, at the option of the Buyer, be cancelled/terminated, upon which the Vendor shall refund to the Buyer all payments received till that date, with interest calculated @ 12%(twelve percent) per annum. If however the Buyer does not exercise the option to cancel/terminate within 3 (three) months of expiry of the Extended Period or the period required beyond the Extended Period due to Circumstances Of Force Majeure (defined in Clause 16.1 below) and other circumstances mentioned in Clause 9.5 above, then it shall be deemed that the Buyer has voluntarily opted not to cancel/terminate the Agreement recorded herein but to continue with transaction and in such event no interest or compensation shall be payable by the Vendor for any delay caused.
- 12.4 **Effect:** Upon cancellation of this Agreement due to any of the circumstances mentioned in Clauses 12.1, 12.2 and 12.3 above, the Buyer shall not be entitled to claim any right, title, interest or charge (either equitable or otherwise) over and in respect of the Said Flat And Appurtenances and/or the Said Block and/or the Said Complex and/or the Said Premises or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.
13. **Taxes**
- 13.1 **Obligation Regarding Taxes:** In the event of the Vendor being made liable for payment of any tax [excepting Income Tax], fee, duty, levy, surcharge, cess, imposition or any other liability or any enhancement thereof under any statute or law for the time being in force or introduced /imposed in future (such as Service Tax, Works Contract Tax, Value Added Tax Sales Tax, Goods and Service Tax or any other tax, fee and imposition levied by the State Government, Central Government or any other authority or body), (whether payable to the concerned authority by the Vendor or the Buyer) or if the Vendor is advised by their consultant that the Vendor is liable or shall be made liable for payment of any such tax, fee, duty, levy or other liability on account of this Agreement and/or the transfer to be made pursuant to this Agreement and/or in relation to the transaction proposed hereunder and/or on account of the Vendor having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Buyer shall be exclusively liable to pay all such tax, fee, duty, levy, surcharge, cess, imposition or other liability without raising any objection thereto and hereby indemnifies and agrees to keep the Vendor indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The Vendor shall not be liable for the same or any portion thereof under any circumstances whatsoever and it is expressly agreed that the same shall be the liability of the Buyer and the Vendor shall be entitled to collect/recover the same from the Buyer. The taxes, fees, duties, levies, surcharge, cess, imposition or other liabilities so imposed or estimated by the consultant of the Vendor shall be paid by the Buyer at or before the Date Of Possession.