

entry of outside persons into the housing project. The Provision of such Watch and Ward service would, however not create or fix any liability on SIMOCO SYSTEMS / Maintenance Agency, for any mishap caused by any miscreant.

#### 3. f. Internal Maintenance / Insurance

That it is understood by the PURCHASER(S) that the internal maintenance of the Flat as also its insurance shall always remain the responsibility of the PURCHASER(S).

### ARTICLE 4

#### POSSESSION OF APARTMENT

##### 4. a. Possession:

- i) That SIMOCO SYSTEMS shall make its best endeavours to deliver the possession of the Flat / Unit to the Purchaser (S) within 36 (Thirty Six) months with a grace period of 6 (Six) months from the date of allotment subject to payment of total consideration, other payments mentioned aforesaid along with applicable Taxes and Levies by the PURCHASER. The PURCHASER(S) further agrees that the Company shall additionally be entitled to a period of 180 (One Hundred and Eighty) days (Grace Period) after the expiry of the said Commitment Period to allow for unforeseen delays in obtaining the Occupation Certificate etc., from the Government under the Act in respect of SANHITA subject to 'Force Majeure' circumstances and after all dues in respect of the Flat / Unit including stamp duty and registration charges as applicable have been paid. It is, however, understood between the Parties that various Blocks comprised in the housing project shall be ready and completed in phases and after completion, the Flat(s) / Unit(s) shall be handed over to the PURCHASER(S) in the respective Blocks.
- ii) THAT SIMOCO SYSTEMS shall be entitled to reasonable extension in giving possession of the Flat to the PURCHASER(S) in the event of any default or negligence attributable to the PURCHASER(S) or non compliance of any of the Terms & Conditions of Allotment by the PURCHASER(S) as specified herein.
- iii) Subject to the conditions contained herein, if SIMOCO SYSTEMS fails to offer possession of the said Flat / Unit to the PURCHASER(S) BY THE END OF THE Grace Period, it shall be liable to pay to the PURCHASER(S) compensation calculated at the rate of Rs.5/- (Rupees Five only) per Sq.Ft. of the super Built-up area for every month of delay thereafter until the actual date fixed SIMOCO SYSTEMS for handing over possession of the said Flat / Unit to the PURCHASER.

##### 4. b. Notice of Possession of Flat:

That SIMOCO SYSTEMS shall give notice to the PURCHASER(S) regarding the date on which SIMOCO SYSTEMS would be effecting Possession of Apartment to the PURCHASER(S). The



Sumil Seal

22.6.2015