

- by the Allottee(s) of all the rules, bye-laws and conditions as may be notified by such third person, transferee or the Company.
26. The Allottee(s) hereby expressly agrees that in case the Allottee(s) fails or neglects to take possession of the said Unit within 90 days (Fit Out Period) of dispatching the notice of offer of possession by the Developer, the Allottee(s) shall be liable to pay holding charges at the rate of Rs. Six. per square feet per month and the said Unit shall lie at the risk and cost of the Allottee(s) after the expiry of these 90 days as mentioned above. The holding charges shall be in addition to the Maintenance Charges and the amount payable by the Allottee(s) as its share of the Government /Municipal Charges etc.
27. (A) The Allottee(s) undertakes to make the payment of the Balance amount as per the schedule of payment as per ANNEXURE "A". The Allottee(s) agrees that the Developer shall be under no obligation to send/issue demands/reminders for the payment of the due amount. The Allottee(s) specifically accepts that in case any due payment is not received by the Developer within the stipulated stages/dates indicated in the Payment Plan and/or on the due dates agreed by the Developer and Allottee(s) and/or advised by the Developer through any reminders/demand notice(due date), the Developer may issue a notice to the Allottee(s) to make the payment within 15 days from the due date, the Developer may at its discretion condone the delay and allow the Allottee(s) to make payment till the 30th day from the due date by paying an interest at the rate of twenty-four percent per annum. In the event the Allottee(s) still fails to make payment even on or before 30 ( thirty) days from the due date, the Developer shall be entitled in its sole discretion, without giving any further notice, to cancel the Allotment and to forfeit the Earnest Money along with interest on the delayed period. The balance amount, after adjustment of interest payable on unpaid amount, if any, shall be refunded to the Allottee(s) without any interest after the said unit is allotted to some other Allottee(s). In case of short fall, the developer shall be entitled to recover the same from Allottee(s).
- (B) That if for any reason, the booking of the Unit/Apartment is cancelled by the Allottee(s) or the Developer for non-payment of any installment or breach of any terms and conditions of Allotment Letter/Application Form, then 20% of the Basic Price and other charges of Unit/Apartment will be forfeited along with interest on delayed period/non-payment of installments, and balance amount, if any, will be refunded without any interest.
28. (A) The Developer shall undertake the Maintenance of the Different Tower/Complex either by himself and/ or through a maintenance agency appointed by the Developer (hereinafter referred to as the "Maintenance Agency"). For this purpose the Allottee(s) agrees to sign a separate Maintenance agreement which shall contain the full scope of maintenance of the complex and shall pay the maintenance charges as decided from time to time by the Developers and/ or the Maintenance Agency (calculated on the super area basis of the Said Unit). The liability to pay maintenance charges shall commence immediately from the date of offer of possession by the Company to the Allottee(s) irrespective of the actual use or not of the maintenance services by the Allottee(s). Further Allottee(s) agrees to pay IFMS (Interest Free Maintenance Security) deposit at the time of possession. The Developer may transfer the IFMS to maintenance agency after adjusting there-from all outstanding maintenance charges or any other dues etc. against the Unit/Apartment.
- (B) That, in case maintenance of the complex is handed over to the maintenance agency, only common services shall be transferred to it. Spaces like Parking, Storage Space, Shopping Complex, Parks, Roofs, Terrace etc., shall not be handed over to the Agency and will be owned by the Company and may be developed or sold to any agency or individual as the case may be on any terms as the Company would deem fit.
- (C) A certain percentage of IFMS (Interest Free Maintenance Security) Deposit given by the Allottee(s) to the Developer or nominee of the Developer will be refunded to the Allottee(s) / Resident Welfare Association (RWA) at the time of termination of the "Maintenance Agreement" or transfer of maintenance to the RWA of the Complex.
- (D) In case of failure of Allottee(s) to make payment of maintenance charges within stipulated period, interest at the rate of 24%



**DEVELOPER**

*Ashwini*  
*x Paramjeet*  
**ALLOTTEE(S)**