

4. That the final super area of the flats will be intimated after final physical measurement after construction. In case of variation in actual that is $\pm 3\%$ in super area vis-à-vis booked super area, necessary adjustments in costs, plus or minus, will be made at the rate prevalent at the time of booking. Super area may vary without any change in the built-up area or dimensions of the flats.
5. That the size given are tentative and can be modified due to technical and other reasons. e.g. change in position or design of the unit, number of the unit, its boundaries, dimensions or its area. The Company shall be liable only for cost adjustment arising out of super area variations.
6. That in case a particular unit is omitted due to change in the plan or the Company is unable to hand over the same to the allottee/ for any reason beyond its control, the Company shall offer alternate unit of the same type and in the event of non-acceptability by the allottee/s or non-availability of the unit the Company shall be responsible to refund only the actual amount received from the allottee/s till then with the Prevailing rate of bank interest, however Company will not be liable to pay any damages to the allottee/s whatsoever. In case any preferentially located unit ceases to be so located, the Company shall be liable to refund the extra charges paid by the allottee/s for such preferential location without any damages or compensation. Further the layout plans shown in the literature is tentative and is subject to change without any objection from the allottee/s.
7. That the possession period agreed upon is only indicative and the Company may offer possession before that date. In case of early possession, the balance installments shall become due immediately. The Allottee(s) has to take possession of the unit with 45 days of the written offer of possession from the Company failing which the Allottee(s) shall be liable to pay watch and ward charges @ 0.10 % of the total cost of the flat per month. If the Allottee(s) fails to take over the possession within 3 months (after the expiry of 45 days as mentioned above) watch and ward charges @ 0.20 % of the total cost of the flat will be recoverable. Further maintenance charges as covered by 11 above shall become payable after the expiry of the said period of 45 days. In case of delay in possession of the unit within time (after expiry of buffer period also that is 6 month) to the Allottee(s) subject to force majeure and other circumstances, the Company shall pay to the Allottee(s) compensation @ Rs. 5/- per Sq. Ft. of the super area per month for the period of delay.
8. That the Allottee(s) after taking possession of the unit, shall have no claim against the Company in respect of any item of work in the unit, which may be said not to have been carried out or for non-compliance of any design, specification, building material or any other reason whatsoever.

However the Company shall be responsible for a period not exceeding 6 months from the date of offer of possession, if any deficiency is observed in the said unit and the same shall be rectified by the Company. Further, if the deficiency is caused due to the fault of the allottee/s they shall not hold the Company responsible or liable for the same.

9. That the allottee/s hereby agrees and undertakes that he/she/they shall after taking possession or receiving deemed possession of the said unit as the case may be, or at any time thereafter, have no objection to the Company constructing or continuing with the construction of other building(s) adjoining the unit sold to the allottee.



Allottee/s