any right in the application allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT /APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust approprieate all payments made by him /her under any head(s) of dues against lawful outstanding of the Allottee against (Apatment/Plot), if any , in his/her name and the Allottee undertakes not to object /direct the Promoter to adjust his payment in any manner.

TIME IN ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the (Apartment/plot) to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the (Apartment/Plot) and accepted the floor plan, payment plan and the specifications, amenities and facilities(annexed along with this agreement) which has been approved by the component authority, as represented by the Promoter. The Promoter shall developed the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the component Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the laws) and shall not have an option to make any variation/alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT:

7.1. Schedule for possession of the said (Apartment/Plot) - The Promoter agrees and understands that timely delivery of possession of the(Apartment /Plot) to the Allottee and the common areas to the association of Allottees or the competent Authority, as the case may be is the essence of the Agreement. The Promoter assures to hand over possession of the (Apartment/Plot) along with ready and complete common areas with all specifications, amenities and facilities of the project in place on ------- unless there is delay or failure due to war, flood , drought , fire , cyclone, earthquake or any other

