

**Annexure “J”****(Terms and Conditions for the Fit Out)**

1. The Purchaser shall deposit with the Developer a refundable interest free security deposit of **Rs.10,00,000/- (Rupees Ten Lakhs Only)** (“**Security Deposit**”) till such interior and fit out work in the Flat is completed and all debris / waste generated in the process are cleared by the Purchaser(s) to the complete satisfaction of the Developer and acknowledges in the event the Purchaser(s) causes any nuisance or damage in or to the Building or any part thereof, or any other property of the Developer or of its agents, the Developer shall be entitled to deduct from such security deposit, such amounts as the Developer deems appropriate for remedying such nuisance or damage caused by the Purchaser/s.
2. The Purchaser/s shall take prior approval from the Developer by submitting the proposed plan for carrying out such fit-out work. In case the fit-out requires approval from MCGM, the same will required to be obtained by the Purchaser/s at his/her/their cost.
3. The Developer will allow the fit-out only after the occupation certificate for the Building is granted by MCGM.
4. The Purchaser(s) shall engage and appoint a contractor for carrying out such fit-out work and intimate to the Developer the approximate date / time of completion of such work.
5. The contractor so engaged shall strictly adhere and comply to the sanctioned plans and specifications of the external elevation and internal layout of the Flat as per the said sanctioned building plan by MCGM.
6. The contractor shall get the work executed only through licensed personnel such as plumbers, electricians, etc.
7. The contractor shall not cause damage to the RCC frame structure of the Building.
8. The Purchaser(s) shall strictly adhere to the laws, byelaws, rules and regulations of the concerned local body and authority and all authorities without in any way causing any harm or nuisance to the users of all other apartments in the Building.
9. Complete waterproofing shall be done in water closets and bathrooms and kitchen so that there is no leakage in the Flat, below the Flat or the outside walls of the Flat, and the Purchaser shall at all times be responsible to satisfactorily redo the waterproofing in case of any such leakage at their own cost.
10. No work in, to or upon the Flat shall be done on any Sunday or Bank Holiday, and on other working days and it shall be done only between the hours of 9 am to 7 pm.
11. The Purchaser(s) will ensure that no damage whatsoever is caused to any part of the Building, and in the event of any damage to the Building, the Purchaser(s) shall make good any damages caused thereby.
12. The Purchaser(s) agree that the representatives of the Developer shall inspect the Flat, its immediate cavity and attached common areas and amenities like lift lobbies etc for compliance with the instructions of the Developer and permissible changes. In the event of any violations or breaches by the Purchaser(s) the representatives of the Developer shall ask the Purchaser(s) to rectify the breaches

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 (Purchaser/s)

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 (Birla Estates Pvt. Ltd.)

within 14 (fourteen) days of such intimation failing which the Developer shall be entitled to carry out such rectifications at the cost and consequences of the Purchase(s) which shall be recovered from the Security Deposit paid by the Purchaser(s).

13. The Purchaser(s) and the contractor shall indemnify and keep the Developer indemnified against any loss and damage caused to/sustained by the Developer on account of any breach by the Purchaser(s) or the contractor of any of the aforesaid conditions.
14. The Purchaser(s) shall abide by the fit out guidelines that may be issued by the Developer in such respects.
15. The Purchase(s) shall not occupy the Flat and claim possession of the Flat given for the Fit-Out purpose until the Occupation Certificate in respect of the Flat and the Developer has issued possession letter to the Purchaser(s).

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(Purchaser/s)

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(Birla Estates Pvt. Ltd.)