

the price of the Flat/Office/Show Room, GST and other applicable cess, payment for electricity connection, electricity infrastructure charges and payment relating to extra items and get the Sale Deed executed in his/her/their favour at his/her/their own cost and take the possession of the Flat/Office/Show Room.

6. Subject to the terms of this Agreement and the Owner/Builder' abiding by the construction mile stones, the Allottee/Purchaser shall make all payments, on demand by the Owner/Builder, within the stipulated time as mentioned in the Payment Schedule through A/c Payee cheque / demand draft only or online payment (as applicable) in favour of **Owner/Builder**. The Owner/Builder herein on due date / or on reaching aforesaid construction milestone/stage as mentioned here in above shall intimate the amount payable in writing or by digital E-mail to the Allottee/Purchaser and the Allottee/Purchaser shall make payment of such due amount to the Owner/Builder within seven days from the date of such intimation. The Allottee/Purchaser herein specifically agrees that he/she/they shall pay the total consideration along with the **GST @** as applicable and such other applicable taxes.
7. The Owner/Builder may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/Purchaser as per the aforesaid payment schedule. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/Purchaser by the Owner/Builder.
8. The Owner/Builder shall confirm the final carpet area, that has been allotted to the Allottee/Purchaser after the construction of the said Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of (03%) three percent. The total price payable for the said Flat/Office/Show Room shall be recalculated upon confirmation by the Architects of the project. If there is any reduction in the carpet area, within the defined limit then Owner/Builder shall refund the excess money paid by Allottee/Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Owner/Builder shall demand additional amount from the Allottee/Purchaser as per the next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause no. 2 of this Agreement. That in such a case the parties hereto agree that a nominated surveyor / architect as expert be appointed be

mutually to take his expert opinion of measuring the said unit and submitting the said details.

9. The Allottee/Purchaser authorizes the Owner/Builder to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Owner/Builder may in its sole discretion deem fit and the Allottee/Purchaser undertakes not to object/demand/direct the Owner/Builder to adjust his payments in any manner.
10. Without prejudice to the right of the Owner/Builder to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/Purchaser shall be bound and liable to pay interest as specified in the Rules of the said Act, with monthly rests, on all amounts which become due and payable by the Allottee/Purchaser to the Owner/Builder till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Owner/Builder under this Agreement, nor shall it be construed as condonation of delay by the Owner/Builder. The amount of interest may be informed to the Allottee/Purchaser from time to time or on completion of the said Project/Flat/Office/Show Room, and the Allottee/Purchaser has/have agreed to pay the same as and when demanded before the possession of the said Flat/Office/Show Room.
11. Without prejudice to the right of Owner/Builder to charge interest in terms of above mentioned clause, on the Allottee/Purchaser committing default in payment on due date of any amount due and payable by the Allottee/Purchaser to the Owner/Builder under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/Purchaser committing three defaults of payment of installments, the Owner/Builder shall at his own option, may terminate this Agreement:

Provided that, Owner/Builder shall give notice of fifteen days in writing to the Allottee/Purchaser, by Registered Post AD at the address provided by the Allottee/Purchaser and mail at the e-mail address provided by the Allottee/Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/Purchaser fails to rectify the breach or breaches mentioned by the Owner/Builder within the period of notice then at the end of such notice period, Owner/Builder shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Owner/Builder shall refund the amount till then received from the Allottee/Purchaser without any interest thereon within a period of 30 days, by deducting; (i) an amount of **Rs.1,00,000/- (Rupees One Lakh Only)** towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Allottee/Purchaser, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of GST and LBT or any other taxes charged by the Owner/Builder to the Allottee/Purchaser till the date of such termination and the Owner/Builder herein shall be entitled to deal with the said Flat/Office/Show Room with any prospective buyer. Delay in issuance of any reminder/s or notice/s from the Owner/Builder shall not be considered as waiver of Owner/Builder's absolute right to terminate this Agreement. For whatsoever reason if the Allottee/Purchaser herein, without any default or breach on his/her/their part or on the part of the Owner/Builder, desire to terminate this agreement/ transaction in respect of the said Flat/Office/Show Room then, the Allottee/Purchaser herein shall issue a prior written notice to the Owner/Builder informing the intention of the Allottee/Purchaser to terminate this Agreement and on such receipt of notice the Owner/Builder herein shall be entitled to deal with the said Flat/Office/Show Room with prospective buyers. After receipt of such notice of intention to terminate this Agreement the Owner/Builder shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation, the Allottee/Purchaser shall be entitled to receive the refund of the amount till then paid by the Allottee/Purchaser to the Owner/Builder without any interest thereon within a period of six months, by deducting; (i) an amount of **Rs.1,00,000/- (Rupees One Lakh Only)** towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Allottee/Purchaser, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of GST and LBT charged by the Owner/Builder to the Allottee/Purchaser till the date of such termination.

It is specifically agreed between the parties hereto that, if the transaction in respect of the said Flat/Office/Show Room between the Owner/Builder and Allottee/Purchaser herein terminated as stated hereinabove then all the instruments under whatsoever head

executed between the parties hereto or between the Owner/Builder and Allottee/Purchaser herein, in respect of the said Flat/Office/Show Room, shall stand automatically cancelled and either party have no right, title, interest or claim against each other.

12. The Owner/Builder shall have first and permanent lien and charge upon the said Flat/Office/Show Room and the right, title and interest of the Allottee/Purchaser therein for all moneys due and payable by the Allottee/Purchaser to the Owner/Builder under this agreement.
13. The Owner/Builder shall construct on the said property the said Building in accordance with plans, designs and specifications as seen and approved by the Allottee/Purchaser prior to the execution of this agreement and duly approved by the planning authority with such variations and modifications as the Owner/Builder in their absolute authority may consider expedient. Provided that the Owner/Builder shall have to obtain prior consent in writing of the Allottee/Purchaser in respect of variations or modifications which may adversely affect the Flat/Office/Show Room of the Allottee/Purchaser except any alteration or addition required by any Government authorities or due to change in law.
14. The Owner/Builder hereby agrees to observe, perform and comply with all terms, conditions, stipulations and restrictions, if any, which have been imposed by the public bodies, various Govt. departments, authorities, including planning authority at the time of sanctioning the building plans or thereafter. The Owner/Builder shall, before handing over possession of the said Flat/Office/Show Room to the Allottee/Purchaser obtain from the concerned local authority completion / occupation certificate in respect inter alia of the said Flat/Office/Show Room. The terms, conditions, stipulations and restrictions imposed by the concerned authorities at the time of sanctioning the building plans or thereafter shall also be binding on the Allottee/Purchaser herein and all Allottee/Purchasers of the Flat/Office/Show Room of the said Project and Owner/Builder.
15. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Owner/Builder in the said building and the Apartment are as set out in **Annexure-___**, annexed hereto.
16. The covenants relating to the procedure of possession as agreed by and between the parties to this Agreement are as follows:-
 - a. The Owner/Builder agrees and understands that timely delivery of possession of the Flat/Office/Show Room is the essence of this Agreement. Subject to receipt of total consideration and dues of the

Owner/Builder and taxes thereon are paid by the Allottee/Purchaser in respect of the said Flat/Office/Show Room on time, in terms of these presents, the Owner/Builder, based on the approved plans and specifications, assures to handover possession of the said Flat/Office/Show Room **on or before _____ (i.e. date of possession)**. Provided that the Owner/Builder shall be entitled to reasonable extension of time as agreed by and between the Allottee/Purchaser and the Owner/Builder for giving possession of the Flat/Office/Show Room on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration.

Further if the completion of building in which the Flat/Office/Show Room is to be situated is delayed on account of:-

(i) War, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project or due ban on construction due to shortage of sand or water etc-etera by local body the Allottee has committed any default in payment of installment as mentioned here in above (without prejudice to the right of the Owner/Builder to terminate this agreement mentioned herein above), any extra work/addition required to be carried in the said Apartment as per the requirement and at the cost of the Allottee/Purchaser, non-availability of steel, cement or any other building materials, water or electric supply, any delay on the part of the Office of the Collector, Aurangabad or any other Public Body or Authority, including the MSEDCL, in issuing or granting necessary Certificates / Noc's / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Project under construction by the Owner/Builder on the said land, any other reasons beyond the control of the Owner/Builder or ("Force Majeure").

(ii) Extension of time for giving possession as may be permitted by the Regulatory Authority under the said Act for reason where actual work of said Project/building could not be carried by the Owner/Builder as per sanctioned plan due to specific stay or injunction orders relating to the said Project from any Court of Law, or Tribunal, Competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

b. If, however, the completion of the said Project is delayed due to the Force Majeure conditions then the Allottee/Purchaser agrees that the Owner/Builder shall be entitled to the extension of time for delivery of

possession of the Flat/Office/Show Room, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/Purchaser agrees and confirms that, in the event it becomes impossible for the Owner/Builder to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Builder shall refund to the Allottee/Purchaser the entire amount received by the Owner/Builder from the allottee/Purchaser within 30 days' from that date. After any refund of the money paid to the Allottee/Purchaser, Allottee/Purchaser agrees that he/she/they shall not have any rights, claims etc. against the Owner/Builder and that the Owner/Builder shall be released and discharged from all its obligations and liabilities under this Agreement.

c. The Allottee/Purchaser further agree that even where 'substantial completion' of works has been done and after receiving Occupancy Certificate from the competent authority possession of the said Flat/Office/Show Room shall be given. That substantial completion would mean works done that do not affect his use or occupation of his Flat/Office/Show Room and he can cohabit in the said Flat/Office/Show Room. However if the Owner/Builder is not allowed by the Allottee/Purchaser or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the Owner/Builder.

d. The Owner/Builder, upon obtaining the Occupancy Certificate from the Planning Authority shall offer in writing to the Allottee/Purchaser intimating that, the said Flat/Office/Show Room is ready for use and occupation. The Allottee/Purchaser herein shall inspect the said Flat/Office/Show Room in all respects to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the payment of total consideration and dues and taxes thereon to the Owner/Builder as per terms and conditions of this Agreement and take the possession of the said Flat/Office/Show Room within 15 days' from the date of written intimation issued by the Owner/Builder to the Allottee/Purchaser herein. The Owner/Builder agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner/Builder. The Allottee/Purchaser agrees to pay the maintenance charges as determined by the Owner/Builder / body of the Flat/Office/Show Room Allottee/Purchasers/association of Allottee/Purchasers, as the case may be. It shall be expressly agreed

that wherever it is the responsibility of the Allottee/Purchaser to apply and get necessary services the same shall not be undertaken by the Owner/Builder and the Allottee/Purchaser shall be solely responsible for the same.

e. Upon receiving a written intimation from the Owner/Builder as stated hereinabove, the Allottee/Purchaser shall take possession of the said Flat/Office/Show Room from the Owner/Builder by executing necessary indemnities, undertakings, possession agreement and such other documentation as prescribed in this Agreement, and the Owner/Builder shall give possession of the said Flat/Office/Show Room to the Allottee/Purchaser. In case the Allottee/Purchaser fails or commits delay in taking possession of said Flat/Office/Show Room within the time provided hereinabove, such Allottee/Purchaser shall be liable for payment of common maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Flat/Office/Show Room and the Owner/Builder shall not be liable for the maintenance, wear and tear of the said Flat/Office/Show Room.

f. After obtaining the occupancy certificate and handing over physical possession of the said Flat/Office/Show Room' to the Allottee/Purchaser, it shall be the responsibility of the Owner/Builder to handover the necessary documents and plans, including common areas, to the association of the Allottee/Purchaser or the competent authority, as the case may be, as per the local laws. Further that the Allottee/Purchaser has given his specific confirmation herein that the responsibility of title of the properties mentioned in the **Schedule No. A & B** shall be on the Owner/Builder up and until the conveyance of the same as envisaged hereinafter.

g. Except for occurrence of the events stating herein above, if the Owner/Builder fails to complete or is unable to give possession of the said Flat/Office/Show Room; (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Owner/Builder on account of suspension or revocation of the registration under the said Act; or for any other reason; the Owner/Builder shall be liable, on demand to the Allottee/Purchaser, in case the Allottee/Purchaser wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat/Office/Show Room by deducting applicable taxes and charges, with the interest as per State Bank of India highest Marginal cost of

Lending rate plus 2 % percent per annum within 30 days including compensation in the manner as provided under the Act. Provided that where if the Allottee/Purchaser does not intend to withdraw from the said Project, the Owner/Builder shall pay the Allottee/Purchaser interest as per State Bank of India highest Marginal cost of Lending rate plus 2% percent on all amounts paid by the Allottee/Purchaser, for every month of delay, till handing over of the possession of the said Flat/Office/Show Room.

17. Time is an essence of this Agreement for the Owner/Builder as well as the Allottee/Purchaser. The Owner/Builder shall abide by the time schedule for completing the project and handing over the Flat/Office/Show Room to the Allottee/Purchaser and the common areas to the association of the Allottee/Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/Purchaser shall make timely payments of the installment and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner/Builder as provided hereinabove ("Payment Schedule" above for brevity).
18. If within a period of 05 years as specified in the Rules of said Act, the Allottee/Purchaser from the date of handing over the said Flat/Office/Show Room or within 15 days from the date of intimation by the Owner/Builder to take the possession of the said Flat/Office/Show Room whichever is earlier, brings to the notice of the Owner/Builder any structural defect in the Flat/Office/Show Room or the building in which the Flat/Office/Show Room is situated or any defects on account of workmanship, quality or provision of services, then wherever possible such defects shall be rectified by the Owner/Builder at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser shall be entitled to receive from the Owner/Builder, compensation for such defect in the manner as provided under the Act.
19. Provided however, that the Allottee/Purchaser shall not carry out any alterations of the whatsoever nature in the said Flat/Office/Show Room/ Passage/Balcony/Parking area or any place of the said Building/s which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/Purchaser shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent

of the Owner/Builder the defect liability automatically shall become void.

20. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Owner/Builder, and shall not mean defect/s caused by normal wear and tear and by negligent use of Flat/Office/Show Room by the Occupants, vagaries of nature etc.
21. That it shall be the responsibility of the Allottee/Purchaser to maintain his Flat/Office/Show Room in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Flat/Office/Show Room are regularly filled with white cement, / epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the Owner/Builder to the Allottee/Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said Flat/Office/Show Room or Building, and if the annual maintenance contracts are not done / renewed by the Allottee/Purchaser the Owner/Builder shall not be responsible for any defects occurring due to the same.
22. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Flat/Office/Show Room and the common project amenities wherever applicable.
23. That the Allottee/Purchaser has been made aware and the Allottee/Purchaser expressly agrees that the regular wear and tear of the Flat/Office/Show Room Building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. Provided further that any deviation in usage/maintenance of the said Flat/Office/Show Room in contravention to User Manual shall amount to default on part of the Allottee/Purchaser towards proper maintenance of the Flat/Office/Show Room/building and the Allottee/Purchaser shall not be entitled to claim any compensation against defect liability from the Owner/Builder. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/Purchaser, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the Flat/Office/Show

Room Building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. Further the Allottee/Purchaser shall permit the Owner/Builder and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

24. Howsoever for the purpose of defect liability on towards the Owner/Builder, the date shall be calculated from the date of handing over possession to the Allottee/Purchaser for fit-outs and interior works or within 15 days from the date of intimation of possession of the said Flat/Office/Show Room by the Owner/Builder whichever is earlier and that the said liability shall be those responsibilities which are not covered under the maintenance of the said building as stated in this Agreement. That further it has been agreed by the Allottee/Purchaser that any damage or change done within the Flat/Office/Show Room sold or in the building / phase / wing done by him/them or by any third person on and behalf of the Allottee/Purchaser then the Allottee/Purchaser expressly absolves the Owner/Builder from the same.

25. The Owner/Builder hereby represents and warrants to the Allottee/Purchaser as follows:

- i. The Owner/Builder has clear and marketable title with respect to the said Property; as declared in the title certificate/report annexed to this agreement and the Owner/Builder has the requisite rights to carry out development upon the said Property/Project Land and also has actual, physical and legal possession of the said Property for the implementation of the Project;
- ii. The Owner/Builder, assures to hand over the possession of said common amenities on_____. The allottee/s herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said Flat/Office/Show Room on the ground of non completion of aforesaid common amenities.
- iii. The Owner/Builder has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iv. There are no encumbrances upon the said Property or the Project except those disclosed in the title report;
- v. There are no litigations pending before any Court of law with respect to the said Property or Project;

- vi. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Property and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said Property and said building/wing shall be obtained by following due process of law and the Owner/Builder has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Property, Building/wing and common areas;
 - vii. The Owner/Builder has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser created herein, may prejudicially be affected;
 - viii. The Owner/Builder has not entered into any agreement for sale and/or any other agreement / arrangement orally or in writing with any person or party with respect to the said Property, including the Project and the said Flat/Office/Show Room which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement; other than the encumbrances mentioned in Title Report.
 - ix. The Owner/Builder confirms that the Owner/Builder is not restricted in any manner whatsoever from selling the said Flat/Office/Show Room to the Allottee/Purchaser in the manner contemplated in this Agreement;
 - x. At the time of execution of the conveyance of the structure to the association of Allottee / Purchasers the Owner/Builder shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/Purchasers; on or before _____.
 - xi. The Owner/Builder has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities;
 - xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Owner/Builder in respect of the said Property and/or the Project except those disclosed in the title report.
26. The Allottee/Purchaser or himself/themselves with intention to bring all persons into whosoever hands the said Flat/Office/Show Room may come, hereby covenants with the Owner/Builder as follows :-