The Promoter will be liable for R.C.C. structural defects for five years, except the following defect liabilities.

- DEFECT LIABILITY

a. If within a period of five years from the date of handing over the Apartment to the Unit/Flat/Unit Purchaser, the Unit/Flat/Unit Purchaser brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Unit/Flat/Unit Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

b. Provided however, that the Unit/Flat/Unit Purchaser/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Unit/Flat/Unit Purchaser/s 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 Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

c. That it shall be the responsibility of the Unit/Flat/Unit Purchaser to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Flat/Unit are regularly filled with white cement/epoxy to prevent water seepage.

d. Further where the manufacturer warranty as shown by the developer to the Unit/Flat/Unit Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/ wing, and if the annual maintenance contracts are not done/renewed by the Unit/Flat/Unit Purchaser/s the promoter shall not be responsible for any defects occurring due to the same.

e. 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/Units and the common project amenities wherever applicable.

f. That the Unit/Flat/Unit Purchaser has been made aware and that the Unit/Flat/Unit Purchaser expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing 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.

g. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Unit/Flat/Unit 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 unit/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

9. The Flat/Unit Purchaser shall use Flat/Unit or any part thereof or permit the same to be used only for purpose of Flat/Units/Unit. He shall use the garage or parking space only for purpose of keeping or parking the Flat/Unit Purchaser's.

10. The Flat/Unit Purchaser along with other purchasers of Flat/Units in the building shall join in forming Association/Society of Flat/Unit Owners to be known as "AGASTYA TOWER" and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation of the Association/Society of Flat/Unit Owners and for becoming a member, including the 'bye-laws of the proposed Association/Society of Flat/Unit Owners and duly fill in, sign and return to the Promoter/Developer within 15 days of the same being forwarded by the Promoter/Developer to the Flat/Unit Purchaser, so as to enable the Promoter/Developer to register the organization of Flat/Unit Purchaser under section 17(2) of the Real Estate (Regulation and Development) Act, 2016,. No. objection shall be taken by the Flat/Unit Purchaser if any changes or modifications are made in the draft bye-laws, as the case may be, or any other Competent Authority.

11. The Flat/Unit/Unit Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter/Vendor the following amounts:-

Sr. No.	Amount in Rupees	Particulars
i		for legal Charges
ii		Expenses towards registration of society
iii		Electric Connection
iv		Document Registration Expenses

Scanned by CamScanner

v		
Total Amount		Rs. ----------

12. The Flat/Unit/Unit Purchaser shall pay to the Promoter/Vendor, the above sum + GST + at actual Proportionate project Insurance charges all legal costs, charges and expenses, including professional costs of the Advocates of the Promoter/Vendor in connection with formation of the said Society, or as the case may be, Limited Company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance Deed.

13. At the time of registration of Flat/Unit/Unit Purchaser shall pay to the Promoter/Vendor the Flat/Unit Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on the conveyance or lease or any document or instrument of transfer in respect of the said land and the Building to be executed in favour of the Society or Limited Company.

14. The material used and the specifications adopted for the said Flat/Unit are specifically described in the SCHEDULE OF THE PROPERTY, however, if the Purchaser is willing to have any changes in the Unit he should convey the same to the developer/promoter before the work of the said item is started & he will have to bear the extra cost including material, labours & supervision charges in advance.

15. The Flat/Unit Purchaser/s or himself/themselves with intention to bring all persons into whosoever is hands the Flat/Unit may come, hereby covenants with the Promoter/Vendor as follows:-

(a) To maintain the Flat/Unit at the Flat/Unit Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.

(b) Not to store in the Flat/Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Unit is situated, including entrance of the building in which the Flat/Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Flat/Unit on account of negligence or default of the Flat/Unit Purchaser in this behalf, the Unit Purchaser shall be liable for the consequences of the breach.

(c) To carry out at his own cost all internal repairs to the said Flat/Unit and maintain the Flat/Unit in the same condition, state and order in which it was delivered by the Promoter/Vendor to the Flat/Unit Purchaser and shall not do or suffer to be done anything in or to the Flat/Unit Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat/Unit is situated or the Flat/Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Flat/Unit Purchaser committing any act in contravention of the above provision, the Flat/Unit Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(d) Not to demolish or cause to be demolished the Flat/Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat/Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Unit is situated and shall keep the portion, sewers, drains and pipes in the Flat/Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls slabs or RCC, Pardis or other structural members in the Flat/Unit without the prior written permission of the Promoter/Vendor and/or the Society or the Limited Company.

(e) Not to do or permit to be done any act or thing which may render void or voidable any insurances of the said land and the building in which the Flat/Unit is situated or any part thereof whereby any increased premium shall becomes payable in respect of the insurance.

(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Unit in the compound or any portion of the said land and the building in which the Unit is situated.

(g) Pay to the Promoter/Vendor within Fifteen Days of demand by the Promoter/Vendor, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Unit is situated.

(h) To bear and pay increase in local taxes, Water Charges, Insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Unit by the Purchaser to any purposes other than for residential purpose.

(i) The Flat/Unit Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Unit until all the dues payable by the Flat/Unit Purchaser to the Promoter/Vendor under this Agreement are fully paid up and only if the Flat/Unit Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat/Unit Purchaser has intimated in writing to the Promoter/Vendor.

(j) The Flat/Unit Purchaser shall observe and perform all the rules and regulations which the Society/Association or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being

Scanned by CamScanner

of the concerned local authority and of Government and other public bodies. The Flat/Unit Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(k) Till a conveyance of the building in which Flat/Unit is situated is executed the Flat/Unit Purchaser shall permit the Promoter/Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

16. The Promoter/Vendor shall maintain a separate account in respect of sums received by the Promoter/Vendor from the Flat/Unit Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-Operative Society or a Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Units or of the said Plot and Building or any part thereof. The Flat/Unit Purchaser shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation space, will remain the property of Promoter/Vendor until the said land and building is transferred to the Society/Limited Company/Association or other body as hereinbefore mentioned.

18. Any delay tolerated or indulgence shown by the Promoter/Vendor in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat/Unit Purchaser by the Promoter/Vendor shall not be construed as a waiver on the part of the Promoter/Vendor of any breach or non-compliance of any of the terms & conditions of this Agreement by the Unit Purchaser nor shall the same in any manner prejudice the rights of the Promoter/Vendor.

19. The Flat/Unit Purchaser and/or Promoter/Vendor shall present this Agreement as well as conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter/Vendor will attend such office and admit execution thereof.

20. If in future any FSI increases, in that case the Promoter/Vendor shall have every right to construct the said FSI on the said building and the Flat/Unit Purchaser under this Agreement has given his written consent for the same.

21. If Promoter/Vendor shall make any changes in the elevation, sanction plan, floor plan or obtain any revised sanction from the Aurangabad Municipal Corporation, in that case, Promoter/Vendor shall have every right and liberty to make necessary changes in the Deed of Declaration as well as in the percentage of proportionate share of the Flat/Unit/Unit purchasers in the plot and common areas and amenities of the project and the purchaser under this Agreement has given his written consent for the same & if in future Promoter/Vendor wants to execute Deed of Declaration or revised Deed of Declaration in that cause he has full authority, right & liberty to execute the same. Further under this Agreement, the purchaser undertake & assures to the Promoter/Vendor that in the said cause, if the Promoter/Vendor needs to execute any correction deed to this Agreement as well as any other document the purchaser shall cooperate to the Promoter/Vendor for the execution of the said documents.

In future if the floor space index (FSI) or transfer of development rights (TDR) is granted by the Municipal Council or Municipal Corporation, Aurangabad, then the area available for additional construction will be utilized by the Developer alone and the Developer can transfer said FSI from the said building to another property or can sell the said FSI to the respective purchaser who are interested to purchase it & to put additional construction on the said building as may be allowed by the municipal corporation and to sell or otherwise deal with same.

If any additional F.S.I / TDR become available in future, the Developer will be entitle to avail & consume the same. If the Developer/Promoter wants to amend the Deed of Declaration, in that cause, the purchaser has no objection to make amendment in the registered deed of declaration & has also no objection for making revised construction plan & under this agreement the purchaser has given his written unconditional consent to the promoter for the said changes.

That Promoter shall be at liberty to amend the deed of Declaration as and when required at any time till all units in are sold and transferred to the prospective purchasers. No purchaser will be entitled to object for such amended declaration and it will be binding on all the purchasers irrespective of their date of purchase.

If there is reduction of more than 3% of the actual area dimensions of any Flat/Unit against the area specified in Schedule due to change/variation of the design, the price of the said unit will be reduced proportionately and vice-a-versa.

The Promoter may apply for part/full completion as per his description and will furnish the copy of same to the purchaser as and when the completion certificate either part or full is issued by the competent authority.

22. All notices to be served on the Flat/Unit Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat/Unit Purchaser by Registered Post A.D./ Under Certificate of posting at his/her address specified below or shall serve the said communication through email:

    1. Mrs. ----------
    2. Mr. ----------

23. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace Flat/Units in the said building, if any, shall belong exclusively to the respective purchaser of the terrace Flat/Unit and such terrace space are intended for the exclusive use of the respective terrace Flat/Unit Purchaser. The Said terrace shall not be enclosed by the Flat/Unit Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter/Developer or Association of Flat/Unit Owners, or as the case may be.

Scanned by CamScanner