Payment of any installment if made in advance shall be adjusted to next installment as mentioned above. No interest shall be paid by the Promoter for such advance payments made by the Allottee or by housing finance companies/Bank etc. on behalf of Allottee.

3. **MODE OF PAYMENT:-**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestone (not valid in special cases where specific dates are mentioned), the Allottee shall make all payments, on demand by the Promoter within stipulated time as mentioned in the Payment Plan through A/c Payee cheque/ demand draft or online payment (as applicable) in favour of **Shri Gungara Balaji Buildcon** Payable at Wardha.

4. **ADJUSTMENT/ APPROPRITION OF PAYMENTS:-**

The Allottee/s authorize the Promoter to adjust/ appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. **INTEREST ON UNPAID DUE AMOUNT:-**

Without prejudice to the right of the Promoter to take action for breach arising out for delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum, with monthlyrests, on all the amounts which become due and payable by the Allottee/s to the Promoter 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 Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the allottee/s from time to time or on completion of the said project/apartment, and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said Plot.

6.**OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY :-**

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority, state and or Central Government including environment department at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate or anytime thereafter. The Promoter shall before handing over possession of the said Layout to the Allottee herein, obtain from the concerned planning/local authority/development controlling authority occupation and/ or completion certificate in respect of the said Layout . Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said Plot until the completion certificate is received from the local authority and the allottee has paid all dues payable under this agreement in respect of the said apartment to the Promoter and has paid the necessary maintenance amount/deposit, GST and other taxes payable under this agreement of the said Plot to the Promoter.

2.4. The Allottee/s agrees and understands that timely payment towards purchase of the said PLOT as per payment plan/ schedule hereto is the essence of the Agreement. The Allottee has paid on or before execution of the Agreement a sum of Rs 2,50,000/- (Rupees two lakh fifty thousand only) as advance payment or application fee and hereby agrees to pay that Promoter the balance amount of Rs. ...../- (Rupees .... only in the following manner.

i. Amount of Rs /- (Rupees only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs /- (Rupees only)(not exceeding 95% of the total consideration to be paid to the Promoter on completion of the Development of the Layout in which the said Plot is located.

viii. Balance Amount of Rs. Rs /- (Rupees only) against and at the time of handing over of the possession of the Plot to the Allottee on or after receipt of occupancy certificate or completion certificate.

The Total price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST) or any other similar taxes which may be levied, in connection with the construction of and carrying out the said Project payable by the Promoter up to the date of handing over the possession of the PLOT.

.2.6. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increases in charges which may be levied or imposed by the competent authority time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payment. The Promoter may charge the allottee separately for any up gradation/ change specifically requested or approved by the allotee in fitting, fixtures and specification and any other facility which have been done on the allottee request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

2.7 The Promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from the date of receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the Goods and service tax (GST)and such other taxes, cesses, charges etc. without any delay along with each installment.

2.8. The Promoter may allow, in its sole discretion, a rebate for early payment of installments payable by the Allottee by discounting such early payments @6% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal. Once granted to an Allottee by the Promoter.

OR

Payment of any installment if made in advance shall be adjusted to next installment as mentioned above. No interest shall be paid by the Promoter for such advance payments made by the Allottee or by housing finance companies/Bank etc. on behalf of Allottee.

3. **MODE OF PAYMENT:-**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestone (not valid in special cases where specific dates are mentioned), the Allottee shall make all payments, on demand by the Promoter within stipulated time as mentioned in the Payment Plan through A/c Payee cheque/ demand draft or online payment (as applicable) in favour of **Shri Gungara Balaji Buildcon** Payable at Wardha.

4. **ADJUSTMENT/ APPROPRITION OF PAYMENTS:-**

The Allottee/s authorize the Promoter to adjust/ appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. **INTEREST ON UNPAID DUE AMOUNT:-**

Without prejudice to the right of the Promoter to take action for breach arising out for delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum, with monthlyrests, on all the amounts which become due and payable by the Allottee/s to the Promoter 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 Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the allottee/s from time to time or on completion of the said project/apartment, and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said Plot.

6.**OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY :-**

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority, state and or Central Government including environment department at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate or anytime thereafter. The Promoter shall before handing over possession of the said Layout to the Allottee herein, obtain from the concerned planning/local authority/development controlling authority occupation and/ or completion certificate in respect of the said Layout . Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said Plot until the completion certificate is received from the local authority and the allottee has paid all dues payable under this agreement in respect of the said apartment to the Promoter and has paid the necessary maintenance amount/deposit, GST and other taxes payable under this agreement of the said Plot to the Promoter.

However for the purpose of defect liability on towards the developer, the date shall be calculated from the date of handing over possession to the allottee for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said unit/building/phase/wing as stated in the said agreement. That further it has been agreed by the allottee that any damage or change done within the unit sold or in the building/phase/wing dine by him/them or by any third person on and behalf of the allottee then allottee expressly absolves the developer from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the developers.

7. **DISCLOSURE AS TO AREA AVAILABLE FOR SALE :-**

The Promoter hereby declares that the salable area available as on date in respect of the project land is 9860.68 Square meters only

8. **DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE :-**

The Promoter has made full and disclosure of the title of the said land as well as encumbrances, if any, known to the Promoter in the title report of the Advocate. The Promoter has also disclosed to the Allottee nature of its right, title and interest or right to construct building/s. and also given inspection of all documents to the Allotee as required by the law. The Allottee having acquainted himself/herself/themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.

9. **SPECIFICATIONS AND AMENITIES :-**

The specifications as mention in Layout plan are only binding on Pramoter.

10. **COMPLANCE OF LAWS RELATING TO REMITTANCES**

10.1. The Allottee, if resident outof India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, !999, Reserve Bank of India, Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Prompter with such permission, approvals which would enable the Promoter to full fill its obligations under this agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act,1999 or statutory enactments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. the Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act 1999 or other laws as applicable, as amended from time to time.

10.2 The Promoter accepts no responsibility in this regards. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the allottee subsequent to the signing of this Agreement, it shall be

sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not responsible towards any third party making payments/remittances on behalf of any

Allottee and such third party shall not have any right in the applications/ allotment of the said PLOT applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

11. **POSSESSION OF THE PLOT ;-**

11.1 Schedule for possession of the said PLOT :- The Promoter agrees and understands that timely delivery of possession of the PLOT is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the Promoter and taxes thereon are paid by the Allottee in respect of the said apartment, in terms of these presents, The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Plot on 31st December 2020. On or before.

Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the allottee and the promoter for giving possession of the PLOT 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 Apartment 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 (:Force Majeure").

(ii) Extension of time for giving possession may be permitted by the Regulatory Authority under Real estate(Regulation and Development) Act,2016 for reason where actual work of said project/ building could not be carried by the promoter as per sanctioned plan due to specific stay or injunction orders relating to the said project from nay Court of law, or Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances a may be decided by the authority.

If, However, the completion of the Project is delayed due to Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the PLOT provided that such Force Majeure conditions are not of nature which make possible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 30 days from the date. After any refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

11.2. **Schedule for possession of the Common amenities**:-

The Promoter herein is developing the said land which consists of various phases having common amenities like landscape garden, Pathway, Borewell etc. the construction /development of the said common amenities will be completed in due course only after completion of construction of all the project phases on the said land. The Promoter assures to hand over possession of the said common amenities **on** 30/06/2021 On or before.

The Allottee herein agrees and convey that he/she shall not be entitled to refuse to take the possession of the said Plot on the ground of non-completion of aforesaid common amenities

That the allottee further agrees that even where 'substantial completion' of works has been done and after receiving OC from the competent authority possession of the said unit shall be given. That substantial completion would means work done that do not affect his use or occupation of his unit and he can cohabit in the said unit. However if the developer is not allowed by the allottee or any person on his behalf to complete the remaining portion of the work, it shall be accepted by and between the parties that remaining works shall be deemed to have been done as and against the developers.

11.3. Procedure for taking possession:- The Promoter, upon obtaining the occupancy certificate from the local/ competent / panning authority shall offer in writing to the Allottee intimating that the said PLOT is ready for use and occupation. The Allottee herein shall inspect the said apartment in all respects to confirm that the same is in accordance with the terms and conditions of this agreement complete the payment of consideration/total price and dues to the Promoter as per terms and conditions of this agreement and take the possession of the said PLOT within 15 days from the date of written intimation issued by the Promoter to the Allottee herein. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of Promoter. The Allottee to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be.

11.4. It shall be expressly agreed that wherever it is the responsibility of the allottee shall be solely responsible for the same.

11.5. Failure of Allottee to take Possession of PLOT :- Upon receiving a written intimation from the Promoteras per clause 11.3, the Allottee shall take possession of the PLOT from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails or commits delay in taking possession of said PLOT to the Allottee. In case the allottee fails or commits delay in taking possession of said PLOT within the time provided in clause 11.3, such Allottee shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said Plot and the Promoter shall not be liable for the maintenance, wear and tear of the said Plot.

Possession by the Allottee – After obtaining the occupancy/ completion certificate and handing over physical possession of the said PLOT to the Allottee , it shall be responsibility of the Promoter to hand over the necessary documents and plans, including common areas to the association of the Allottee or the competent authority, as the case may be, as per the local laws.

11.7. Compensation- That the allottee has given his specific confirmation that the responsibility of title of the said land on land be the Developer up and until the conveyance of the said PLOT and the said land there under.

11.8. Except for occurrence of the events stating herein above, it the promoter fails to complete or is unable to give possession of the PLOT [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 developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottee/s, in case the Allottee 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 PLOT 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 does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2/., on all the amounts paid the Allottee ,for every month of delay, till the handing over of the possession of the Plot .

12. TIME IS ESSENCE;-

Time is essence for the Promoter as well as Allottee. The Promoter shall by the time schedule for completing the project and handing over the PLOT to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him /her meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as per Plan in

Clause 2.5 in this agreement or by Payment Plan set out in Schedule.....

13.TERMNATION OF AGREEMENT;-

13.1. Without prejudice to the right of charge interest in terms of sub no. 5 above, on the Allottee committing default in payment on due date of any amount due payable by the Allottee to the Promoter under this Agreement [including his/her proportionate share of taxes levied by concerned local authority and other outgoings] and on the allottee committing three defaults of payment reminders, the Promoter shall at his own option, may terminate this Agreement'. .

Provided that, Promoter shall give notice of 15 days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e- mail address provided by the Allottee, of his intention 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 fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period ,promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of Agreement as aforesaid ,the Promoter shall refund to the Allottee [subject to adjustment and recovery of any administrative expenses of an amount of Rs 50000/- Fifty thousand .and/ or any other expenses incurred by the promoter for such unit as requested by the allottee or any other amount which may be payable to

Promoter,] within a period of 30 days of the termination ,the installments of sale consideration of the PLOT which may till then been paid by the Allottee to the Promoter herein shall be entitled to deal with the said PLOT with any prospective buyer. Delay in issuance of any reminder/ s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement.

13.2 For whatsoever reason it the Allottee /s herein ,without any default or breach on his /her/their part, desire to terminate this agreement /transaction in respect of the said PLOT then, the Allottee/ s herein shall issue a prior written notice to the Promoter as to the intention of the Purchaser/ s and on such receipt of notice the Promoter herein shall be entitled to deal with the said PLOT with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter 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 purchaser/ s shall be entitled to receive the refund of consideration ,subject to terms of this agreement.

13.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoter and Allottee /s herein terminated as stated in sub-para 13.1 and 13.2 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee herein, in respect of the said apartment, shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

14.DEFECT LIABILITY

That it shall be the responsibility of the allottee to maintain his/her PLOT in a proper manner and take all due care to protect his /her plot from encrubrances from any person on his/her PLOT.

15 CONVEYANCE OF THE SAID PLOT :-

The Promoter, on receipt of complete amount of the Price of the said PLOT under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the said PLOT not later than on dt 31st December 2020 . As may be formed all the right, title and interest of the Promoter/original owner/lessor in the aliquot part of the said land i.e. said project referred in Schedule-II unless the above stated period is not clearly mentioned., it is otherwise agreed to by and between the parties hereto within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the