Agency and such contract, if made by the **PURCHASERS** shall be void and shall not be binding upon the **VENDOR/CONFIRMING PARTY**.

1.h THAT during the period of building construction the **PURCHASERS** with at-least Five days advance intimation to the **VENDOR/CONFIRMING PARTY**, may enter upon the said Plot of land to inspect the Plants, specifications, Building materials if available at site and also the workmanship undertaken on the site.

1.i THAT, the **VENDOR/CONFIRMING PARTY** shall confirm the final Carpet Area that has been agreed to be sold to the **PURCHASERS** after the construction of the said proposed Multistoried Building is complete and the Occupancy Certificate is granted by the Competent Authority, if required. However it is understood by the **PURCHASERS** that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto. It is understood by the **PURCHASERS** that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the **PURCHASERS** that on account of practical constraints there will be an allowance of plus or minus (3%) Three percent variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the **PURCHASERS** for such variations. The total price payable for the carpet area shall be recalculated upon confirmation by the **VENDOR/CONFIRMING PARTY**. If there is any reduction in the carpet area beyond the defined limit, then the **VENDOR/CONFIRMING PARTY** shall refund the excess money paid by the **PURCHASERS** within 45 (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 **PURCHASERS**. If there is any increase in the carpet area allotted to **PURCHASERS**, the **VENDOR/CONFIRMING PARTY** shall demand additional amount from the **PURCHASERS** as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1.j The **PURCHASERS** do hereby authorize the **VENDOR/CONFIRMING PARTY** to adjust/appropriate all payments made by them under any head(s) of dues against lawful outstanding, if any, in its name as the **VENDOR/CONFIRMING PARTY** may in its sole discretion deem fit and the **PURCHASERS** undertake no to object/demand/direct the **VENDOR** to adjust their payments in any manner.

2.1 That, the **VENDOR/CONFIRMING PARTY** 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 at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the **PURCHASERS**, obtain from the concerned local authority occupancy and/or completion certificate in respect of the said Apartment, if necessary.

2.2 THAT, Time is essence for the **VENDOR/CONFIRMING PARTY** as well as the **PURCHASERS**. The **VENDOR/CONFIRMING PARTY** shall abide by the time schedule for completing the project and handing over the Apartment to the **PURCHASERS** and the common areas to the association of the **PURCHASERS** after receiving the occupancy certificate or the completion certificate, as the case may be similarly the **PURCHASER** shall make timely payment of the installment and other dues payable by them and meeting the other obligation under the agreement subject to the simultaneous completion of construction by the **VENDOR/CONFIRMING PARTY** as provided in Clause 1(c) hereinabove ("manner of payment")

3. The **VENDOR/CONFIRMING PARTY** hereby declares that the Floor Space Index available as on date in respect of the project land is 510.844 Square Meters only and **VENDOR** has planned to utilize Floor Space Index of _____ by availing of FSI available on payment of premiums which are applicable to the said project. The **VENDOR** has disclosed the Floor Space Index of _____ as proposed to be utilized by it on the project land in the said Project and **PURCHASERS** have agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the **VENDOR/CONFIRMING PARTY** by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to **VENDOR/CONFIRMING PARTY** only.

4.1 If the **VENDOR/CONFIRMING PARTY** fails to abide by the time schedule for completing the project and handing over the Apartment to the **PURCHASERS**, the **VENDOR/CONFIRMING PARTY** agrees to pay to the **PURCHASERS**, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the **PURCHASERS**, for every month of delay, till the handing over of the possession. The **PURCHASERS** agrees to pay to the **VENDOR/CONFIRMING PARTY**, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent, on all the delayed payment which become due and payable by the **PURCHASERS** to the **VENDOR/CONFIRMING PARTY** under the terms of this Agreement from the date the said amount is payable by the **PURCHASERS** to the **VENDOR/CONFIRMING PARTY**.

Provided that, **VENDOR/CONFIRMING PARTY** shall give notice of fifteen days in writing to the **PURCHASERS**, by Registered Post AD at the address provided by the **PURCHASERS** and mail at the e-mail address provided by the **PURCHASERS**, of its 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 **PURCHASERS** fail to rectify the breach or breaches and/or to make payment of defaulted installments alongwith interest payable thereon, as mentioned by the **VENDOR/CONFIRMING PARTY** within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever.

Provided further that upon termination of the Agreement as aforesaid, the **VENDOR/CONFIRMING PARTY** shall refund to the **PURCHASERS**, subject to deduction of a sum of Rs. 1,00,000/- (Rupees One Lakh) only plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the **PURCHASERS** to the **VENDOR**.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities with available brands (if unbranded) to be provided by the **VENDOR/CONFIRMING PARTY** in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The **VENDOR/CONFIRMING PARTY** shall give possession of the Apartment to the **PURCHASERS** on or before _____, but subject however subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and/or other public or competent authority or any cause beyond the control of the **VENDOR/CONFIRMING PARTY** any other reasonable cause and the **PURCHASER** agree to ignore reasonable delay in getting possession due to any of the abovementioned reason and/or for any reason beyond the control of the **VENDOR/CONFIRMING PARTY**. If **VENDOR/CONFIRMING PARTY** fails or

neglect to give possession of the apartment to the **PURCHASER** on account of reason beyond its control and of its agent by the aforesaid date, then the **VENDOR/CONFIRMING PARTY** shall be liable on demand to refund to the **PURCHASERS** the amounts already received by it in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the **VENDOR/CONFIRMING PARTY** received the sum till the date the amounts and interest thereon is repaid.

Provided further that the **VENDOR/CONFIRMING PARTY** shall not deliver the actual physical possession of the said Apartment to the **PURCHASERS** until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and GST etc. paid by the **PURCHASERS** in full to the **VENDOR/CONFIRMING PARTY** hereto.

Provided further that the **VENDOR/CONFIRMING PARTY** shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

(i) war, civil commotion or act of Gov;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(iii) delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate/Completion Certificate.

7.1 Procedure for taking possession – The **VENDOR/CONFIRMING PARTY** upon obtaining the Completion Certificate of Occupancy Certificate from the competent authority and the payment made by the **PURCHASERS** as per the agreement shall offer in writing the possession of the Apartment to the **PURCHASERS** in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the **VENDOR/CONFIRMING PARTY** shall give possession of the said Apartment to the **PURCHASERS**. The **VENDOR/CONFIRMING PARTY** agrees and undertakes to indemnify the **PURCHASERS** in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the **VENDOR/CONFIRMING PARTY**. The **PURCHASERS** agree (s) to pay the maintenance charges as determined by the **VENDOR/CONFIRMING PARTY** or Association of **PURCHASERS**, as the case may be.

7.2 The **PURCHASERS** shall take possession of the Apartment within 15 days of the written notice from the **VENDOR/CONFIRMING PARTY** to the **PURCHASERS** intimating that the said Apartment is ready for use and occupancy.

7.3 THAT the **PURCHASERS** hereby agree not to occupy the said Apartment without prior written permission of the **VENDOR/CONFIRMING PARTY** else **PURCHASERS** shall be treated as trespassers.

7.4 THAT the **VENDOR/CONFIRMING PARTY** does hereby agree with the **PURCHASERS** that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payment of Legal charges including Stamp Duty and Registration Fees, payment of GST that may be levied and payable at the time of Registration from **PURCHASERS**, the **VENDOR/CONFIRMING PARTY** will execute a proper Sale Deed relating to the Undivided share and interest in the said plot of land and also the entire R.C.C. Superstructure comprising Apartment hereby agreed to be sold in favour of the **PURCHASERS** or the nominee(s) appointed by the **PURCHASERS** and get the same duly registered at the costs of **PURCHASERS** in accordance with the law in force provided the **PURCHASERS** shall have also

paid the entire agreed cost of construction of the Apartment chosen by the **PURCHASERS** to the **VENDOR/CONFIRMING PARTY**.

7.5 THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the **PURCHASERS** jointly with the other Co-owners thereof. However the Apartment chosen by **PURCHASERS** jointly with the other Co-owners thereof. However the Apartment chosen by **PURCHASERS** in the proposed multistoried building shall be owned and possessed by the **PURCHASERS** exclusively with heritable and transferable rights therein. The common area and facilities shall vest with the association of the Apartment Owners for the purpose of maintenance.

7.6 Failure of **PURCHASERS** to take Possession of Apartment : Upon receiving a written intimation from the **VENDOR/CONFIRMING PARTY** as per clause (8.1) the **PURCHASERS** shall take possession of the Apartment from the **VENDOR/CONFIRMING PARTY** by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the **VENDOR/CONFIRMING PARTY** shall give possession of the Apartment to the **PURCHASERs**. In case the **PURCHASERs** fail to take possession within the time provided in clause 8.1 such **PURCHASERs** shall continue to be liable to pay maintenance charges as applicable, to the **VENDOR/CONFIRMING PARTY** or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the **PURCHASERs**.

7.7 THAT the **PURCHASERs** shall protect the important parts of the building such as columns, beams, walls, slabs of R.C.C., Pardis or other structural portions in the said Apartment and not cause any damage of the structural portions. In the like manner the **PURCHASERs** shall not damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorized acts, if done by the **PURCHASERs**, then in such event, **PURCHASERs** will be solely responsible for any consequences which may arise. The **PURCHASERs** shall not be entitled to put pots (Kundi)/Plants etc. in the open passage/lobby.

7.8 If within a period of five years from the date of handing over the Apartment to the **PURCHASERs**, the **PURCHASERs** brings to the notice of the **VENDOR/CONFIRMING PARTY** 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 **VENDOR/CONFIRMING PARTY** at its own cost and in case it is not possible to rectify such defects, then the **PURCHASERs** shall be entitled to receive from the **VENDOR/CONFIRMING PARTY**, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietory items used in construction of said Apartment, the **PURCHASERs** shall lodge claim of defects, shortcomings directly with the manufacturer of such items and the **VENDOR/CONFIRMING PARTY** shall always cooperate and assist the **PURCHASERs** in this regard. It is specifically brought to the notice of the **PURCHASERs** that on account of extreme tropical climate, contraction and expansion result in heir cracks to walls and such hair cracks shall not be treated as defects.

Provided further that in case of any change or modification to the Specification are effected at the request of the **PURCHASERs**, then the defect Liability will not be applicable to such modified Specification items. Similarly if the **PURCHASERs** have made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the **VENDOR/CONFIRMING PARTY** shall not be liable for make good of the defect.

8.1 The **PURCHASERs** shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence for carrying on any Residential use.

8.2 THAT it is understood by the **PURCHASERs** that the **VENDOR/CONFIRMING PARTY** shall display any type of Board, signs, banners etc. on any exterior part of building proposed to be constructed on the said Plot of land and the **PURCHASERs** will neither object/disturb it, nor obstruct it's visibility in any way. The **VENDOR/CONFIRMING PARTY** shall not pay, nor the **PURCHASERs** shall demand any rent etc. for any signs displayed by the **VENDOR**.

9.1 That the **VENDOR/CONFIRMING PARTY** has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act is executed. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the **PURCHASERs** and their successors in title.

9.2 That, the **PURCHASERs** agree to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement right of the other apartment owner interest in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made there under.

9.3 THAT the available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration), the common areas and common facilities as may be provided in the said Multistoried Building shall be of common use of all the Apartment Owners in the said building and shall always remain undivided and no partition or division of any part thereof will be effected or carried out by the **PURCHASERs** severally or jointly with any other Apartment Owner or Owners.

9.4 The **VENDOR/CONFIRMING PARTY** shall, within_____ (_____) Month is from the date of dedication of the said property to the provisions of The Maharashtra Apartment Ownership Act, as aforesaid, cause to be transferred to the said Association of Apartment Owners, all the right, title and the interest of the **VENDOR/CONFIRMING PARTY** and/or the owners in the said structure of the Building in which the said Apartment is situated.

9.5 Within 15 days after notice in writing is given by the **VENDOR/ CONFIRMING PARTY** to the **PURCHASERs** that the Apartment is ready for use and occupancy, the **PURCHASERs** shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taes viz. Municipal Corporation Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society is formed and the said structure of the building/s or wings is transferred to it, the **PURCHASERs** shall pay to the **VENDOR/CONFIRMING PARTY** such proportionate share of outgoings as may be determined. The **PURCHASERs** further agrees that till the **PURCHASER**'s share is so determined the **PURCHASERs** shall pay to the **VENDOR/CONFIRMING PARTY** provisional monthly contribution of Rs._____/- per month towards the outgoings. The amounts so paid by the **PURCHASERs** to the **VENDOR/CONFIRMING PARTY** shall not carry any interest