

8. The Developers shall give possession of the said premises to the Purchaser/s on or before _____ day of _____ 201____. If the Developers fail or neglect to give possession of the said premises to the Purchaser/s on account of reasons beyond their control and of their agents as per the provisions of Section 8 of MAHARASHTRA OWNERSHIP FLATS ACT, 1963 by the aforesaid date or the date or dates prescribed in the said Section of the said Act, then the Developers shall be liable on demand to refund to the Purchaser/s the amounts already received by then in respect of the said premises with simple interest at 9% per annum from the date the Developers received the sum till date the amounts and interests thereon is repaid, provided that by mutual consent it is agreed whether the dispute stipulated in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Developers to the Purchaser/s there shall, subject to prior encumbrances, if any, be a charge on the said land as well as the construction or building in which the said premises are situated or were to be situated.

PROVIDED that the Developers shall be entitled to reasonable extension of time for giving delivery of the said premises on the aforesaid date, if the completion of building in which the said premises is to be situated is delayed on account of :-

- i) non availability of steel, cement, other building materials, water or electric supply;
 - ii) war, civil commotion, accident or Act of God;
 - iii) any notice, order, rule, notification of the Govt. and/or other public competent authority.
9. The Purchaser/s shall take possession of the said premises within 15 (fifteen) days of the Developers giving written notice to Purchaser/s intimating that the said premises are ready for use and occupation;

PROVIDED that if within a period of 3 years from the date of handing over the said premises to the Purchaser/s, the Purchaser/s brings to the notice of the Developers any defect in the said premises or the building in which the said premises are situated or the material used therein in the construction of the said building then wherever possible such defects or unauthorised changes shall be rectified by the Developers at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the

Signature of the Developer

Signature of the Purchaser /s
