

- b) Subject to force majeure, within **36** months from the date of signing of this Agreement the “ **DEVELOPER**” shall make the **FLAT AND/OR UNIT** habitable and give notice to the Purchaser/s and the Purchaser/s shall, within 15 (fifteen) days of date of the Notice, take possession of the **FLAT AND/OR UNIT** and the properties appurtenant thereto, after fulfilling all obligations under these presents.
- c) The “ **DEVELOPER**” shall be entitled to a grace period of **12** months (hereinafter referred to as the **GRACE PERIOD**) if the “ **DEVELOPER**” fails to deliver the Possession of the Said **FLAT AND/OR UNIT**. For the purpose of determination that there had been an embargo on the “ **DEVELOPER**” in performing its obligation the decision of the Architect shall be final and binding on the parties.
- d) For the purpose of completion of the said **BLOCK** and/or the **FLAT AND/OR UNIT**, the said **FLAT AND/OR UNIT** shall be deemed to have been completed if provided with electricity, (through sub meter) water and drainage facilities and the completion certificate is granted by the Architect and it would not be necessary that the other common parts and portions of the Complex are complete and the Purchaser/s agrees not to raise any objection and/or hindrance and the “ **DEVELOPER**” shall be entitled to continue with the completion of the common parts and portions without any obstruction or hindrance by the Purchaser/s or any person and/or persons claiming through or under him/her/it.