

charge shall not affect the right and interest of the ALLOTTEE/PURCHASER who has taken or agreed to take such Apartment.

19. BINDING EFFECT

Forwarding this Agreement to the ALLOTTEE/PURCHASER by the OWNERS/PROMOTER does not create a binding obligation on the part of the OWNERS/PROMOTER or the ALLOTTEE/PURCHASER until, firstly, the ALLOTTEE/PURCHASER signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the ALLOTTEE/PURCHASER and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the PROMOTER/DEVELOPER. If the ALLOTTEE/PURCHASER(s) fails to execute and deliver to the OWNERS/PROMOTER this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEE/PURCHASER and/or appear before the Sub-Registrar for its registration as and when intimated by the PROMOTER/DEVELOPER, then the OWNERS/PROMOTER shall serve a notice to the ALLOTTEE/PURCHASER for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the ALLOTTEE/PURCHASER, application of the ALLOTTEE/PURCHASER shall be treated as cancelled and all sums deposited by the ALLOTTEE/PURCHASER in connection therewith including the booking amount shall be returned to the ALLOTTEE/PURCHASER without any interest or compensation whatsoever.

20. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

21. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent ALLOTTEE/PURCHASERS of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

23. SEVERABILITY


