

or any other service connection to the building in which the Flat/Shop is situated.

- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Shop by the Allottee/Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Allottee/Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Shop until all the dues payable by the Allottee/Purchaser to the Promoter/Developer under this Agreement are fully paid up.
- x. The Allottee/Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Shops therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/Shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Flat/Shop is situated is executed in favour of Society/Limited Society, the Allottee/Purchaser shall permit the Promoter/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

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xii. Till a conveyance of the project land on which the building in which Flat/Shop is situated is executed in favour of Apex Body or Federation, the Allottee/Purchaser shall permit the Promoter/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter/Developer shall maintain a separate account in respect of sums received by the Promoter/Developer from the Allottee/Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/Shops or of the said Plot and Building or any part thereof. The Allottee/Purchaser shall have no claim save and except in respect of the Flat/Shop hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter/Developer until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. **Promoter/Developer Shall Not Mortgage Or Create A Charge :**

After the Promoter/Developer executes this Agreement he shall not mortgage or create a charge on the * [Flat/Shop] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/Purchaser who has taken or agreed to take such [Flat/Shop/plot].

18. **Binding Effect :**

Forwarding this Agreement to the Allottee/Purchaser by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer 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

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(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 Promoter/Developer 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 Promoter/Developer 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.

19. 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 Flat/Shop/plot/building, as the case may be.

20. Right To Amend :

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

21. Provisions Of This Agreement Applicable To Allottee/Purchaser / Subsequent Allottee/Purchaser :

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/Purchaser of the [Flat/Shop], in case of a transfer, as the said obligations go along with the [Flat/Shop] for all intents and purposes.

22. Severability :

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be

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deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. Method Of Calculation Of Proportionate Share Wherever Referred To In The Agreement :

Wherever in this Agreement it is stipulated that the Allottee/Purchaser has to make any payment, in common with other Allottee/Purchaser in Project, the same shall be in proportion to the carpet area of the [Flat/Shop] to the total carpet area of all the [Flat/Shop] in the Project.

24. Further Assurances :

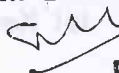
Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

i) Solid Waste Management:

The Allottee/Purchaser shall observe scrupulously the following conditions in order to ensure the directives and recommendations of the Honorable Supreme Court regarding solid waste management.

- a. The Allottee/Purchaser shall keep two streams of waste, one for food waste and bio- degradable waste and another for recyclable waste such as papers, plastic, metal, Glass, tags, etc.
- b. The Allottee/Purchaser shall ensure that no domestic /institutional waste shall be thrown on the streets, footpaths, open spaces, drains or water bodies.
- c. The Allottee/Purchaser shall make separate agreement for disposal of toxic or hazardous household waste such as used batteries containers for chemicals and pesticides, discarded medicines and other toxic or hazardous household waste.

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d. The Allottee/Purchaser shall ensure proper segregation and storage of household waste in two separate bins containers for storage of food waste, bio-degradable waste and recyclable waste.

e. The Allottee/Purchaser shall abide by the instructions as may be issued from time to time by the Promoter/ Developer till the formation & registration of a Co-op.Housing Society and upon formation and registration of such Co-op.Housing Society then by such Co-op.Housing Society in relation to disposal of solid waste management in the light of the directives issued by the Honorable Supreme Court.

ii. The Promoter/Developers declares and the Allottee/Purchaser is made aware that the Hydrolysis process of cement continues for a longer period of two years and the strength of Cement increases. The process is exothermic in nature resulting in omission of heat shown in the form of cracks. The construction is carried out at enormous speed, hence the given time required for settlement of Block/Brickwork due to self load is very insufficient and plastering work is carried out before that period and thereafter the RCC Beam/column joints with brickwork get exposed and are seen as cracks. The normal period required after brickwork is minimum of twelve months. Seeing financial expenses incurred to the Purchasers by booking during under constructions, speedy construction gets the first priority. The red bricks manufactured by earthen clay along with cement also undergo expansion and contraction in different seasons of the year initially for one year after of the completion of work. This also leads to minor cracks in the portion of the wall. Again the process for repairing is timely crack filing and repairing. The final solutions for all types of cracks occurred is to do painting and filling jobs after two years of possession. The solutions are to be carried out at the cost and expenses of the Allottee/Purchaser.

iii. It has been specifically agreed by the Allottee/Purchaser that he/she is fully aware of the fact that the wall tiles and floor tiles installed in the flat and in the building will have shade or tone variation because vitrified is processed at extremely high temperature in oven or kiln by

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the manufacturing industries as such the Allottee/Purchaser will not take any objection for the same.

- iv. The Allottee/Purchaser of shops shall be treated on the same basis as the Allottee/Purchaser of the Flats and shall have the same rights and be subject to the same liabilities in all respects, including dues and maintenance of the Building as stipulated hereto except for the designated maintenance, municipal taxes, water charges and other Government levies which shall be payable by every Allottee/Purchaser of the Shops on the basis of the area of his/her/their respective premises in the said Building and/or as per separate assessment made in respect of each premises either by The Promoter/Developer or the Society.

25. Place Of Execution :

The execution of this Agreement shall be complete only upon its execution by the Promoter/Developer through its authorized signatory at the Promoter/Developer's Office, or at some other place, which may be mutually agreed between the Promoter/Developer and the Allottee/Purchaser, in _____ after the Agreement is duly executed by the Allottee/Purchaser and the Promoter/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

26. The Allottee/Purchaser and/or Promoter/Developer shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter/Developer will attend such office and admit execution thereof.
27. That all notices to be served on the Allottee/Purchaser and the Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser or the Promoter/Developer by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee/Purchaser _____

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(Allottee/Purchaser' s Address) _____

Notified Email ID: _____

Promoter/Developer name _____

(Promoter/Developer Address) _____

Notified Email ID: _____

It shall be the duty of the Allottee/Purchaser and the Promoter/Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter/Developer or the Allottee/Purchaser, as the case may be.

28. Joint Allottee/Purchasers :

That in case there are Joint Allottee/Purchaser all communications shall be sent by the Promoter/Developer to the Allottee/Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/Purchaser.

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/Purchaser.

30. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Mumbai Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. Governing Law :

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the _____ courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Agreement for sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

Description of the freehold/leasehold land and all other details

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SECOND SCHEDULE ABOVE REFERRED TO

Here set out the nature, extent and description of common areas and facilities.

SIGNED, SEALED AND DELIVERED

By the within named Allottee/Purchaser:
(Including joint buyers)

(1) _____

(2) _____

At _____ on _____

Please affix
Photographs
and sign
across the
photograph

in the presence of WITNESSES:

1. Name _____
Signature _____

2. Name _____
Signature _____

SIGNED, SEALED AND DELIVERED

By the within named Promoter/Developer:

(1) _____

(Authorized Signatory)

Please affix
Photographs
and sign
across the
photograph

in the presence of WITNESSES:

1. Name _____
Signature _____

2. Name _____
Signature _____

Note - Execution clauses to be finalized in individual cases having regard to the constitution of the parties to the Agreement.

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE [FLAT/SHOP/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

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