

the concerned local or other authority and in the event any such loss, injury or damage is caused to the said Residential Flat/ Commercial Unit, and/or complex on account of negligence or default of the Purchaser/Allottee/s, the Purchaser/Allottee/s shall be liable to make good the same at his/her/their costs and shall be liable for all the consequences arising on account of the breach thereof.

- c) To carry out at his own costs all internal repairs to the said Residential Flat/ Commercial Unit and maintain the said Residential Flat/ Commercial Unit in same condition, state and order in which it was delivered to Purchaser/Allottee/s by the DEVELOPERS/ PROMOTER and not to do or suffer to be done anything in or to the complex in which the said Residential Flat/ Commercial Unit are situated which may be against the rules and regulations and byelaws of the concerned local authority or other public authority, and in the event of Purchaser/Allottee/s committing any act in contravention of the above provisions the Purchaser/Allottee/s shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.
- d) Not to demolish or cause to be demolished the said Residential Flat/ Commercial Unit or any part thereof nor at any time make or cause to be done any addition or any alteration to the elevation and outside colour scheme of the Residential Flat/ Commercial Unit /building, sewers, drains, pipes in the said complex and appurtenances thereto in good and tenantable condition and in particular, so as to support shelter and protect the other parts of the complex in which the said Residential Flat/ Commercial Unit is situated.
- e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Residential Flat/ Commercial Unit in the compound or any portion of the said property and the complex in which the said Residential Flat/ Commercial Unit is situated.
- f) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any which are or may be imposed by the



concerned local authority and/or other public authority on account of change of user of the said Residential Flat/ Commercial Unit, by the Purchaser/Allottee/s done with consent of the DEVELOPERS/ PROMOTER.

- g) The Purchaser/Allottee/s shall not let, transfer, assign or part with the said Residential Flat/ Commercial Unit or interest or benefit under this agreement or part with the license to enter into the said Residential Flat/ Commercial Unit until all dues payable by Purchaser/Allottee/s to DEVELOPERS/ PROMOTER under this agreement are fully paid up and that too only if the Purchaser/Allottee/s has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser/Allottee/s has first obtained the consent in writing from the DEVELOPERS/ PROMOTER in that behalf.
- h) The Purchaser/Allottee/s shall observe and perform all rules, regulations which said society may adopt at its inception and the addition, alteration or amendments thereof that may be made from time to time for protection and maintenance of the said Residential Flat/ Commercial Unit and the premises therein and for the observance and performance of the rules, regulations and byelaws for the time being of the concerned local authority and government and other public bodies. The Purchaser/Allottee/s shall also observe and perform all the stipulations and conditions laid down by the DEVELOPERS/ PROMOTER under these presents and shall pay the contribution regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.
- i) Till a conveyance and/or Deed of transfer in respect of the complex in which the said Residential Flat/ Commercial Unit is situated is executed, the Purchaser/Allottee/s shall permit DEVELOPERS/ PROMOTER and their surveyors and agents, with or without workmen and others at all reasonable times, to enter into and upon the said property and the said Residential Flat/ Commercial Unit or any part thereof to view and examine the state and conditions thereof and/or for carrying out any work of construction on the said property or any part thereof.

29. At the time of registration of the conveyance and/or deed of transfer in respect of the said property to and in favour of the said society and/or such other organization, the Purchaser/Allottee/s shall pay to the DEVELOPERS/ PROMOTER in advance if not already paid, the Purchaser/Allottee/s share of the stamp duty and registration charges, payable by said society on deed of conveyance or deed of transfer or any document or instrument of transfer in respect of the said property and the buildings/ Residential Flat/ Commercial Unit to be executed in favour of such organization. The DEVELOPERS/ PROMOTER shall not be liable to pay any amount of stamp duty and registration fees on the Deed of Conveyance or Deed of transfer in respect of the said property or any part thereof.
30. The Purchaser/Allottee/s shall permit DEVELOPERS/ PROMOTER and his surveyors and agents, with or without workmen and others at all reasonable times to enter into and upon the said Residential Flat/ Commercial Unit and/or the said complex or any part thereof for the purpose of making repairing, maintaining, rebuilding, cleaning, lighting and keep in order and good condition, services, drains, pipes, cables, water connection, electric connections, wires, part structures and other convenience belonging to serving or used for the said complex and also for the purpose of laying down, maintaining, repairing and testing, drainage, gas and water pipes and electric wires, and for similar purposes and also for the purpose of cutting of the supply of water to the Residential Flat/ Commercial Unit in respect whereof the Purchaser/ Allottee/s or the occupier of any other premises as the case may be shall be in default in paying his/her/their share of water tax/charges.
31. If the PURCHASER/ALLOTTEE/S desire to sell or transfer his interest in said Residential Flat/ Commercial Unit or is desirous to transfer or give the benefit of this agreement to any one the same shall be only subject to written consent and the Purchaser/Allottee/s are not entitled to assign their rights to third party as aforesaid without prior consent in writing from the DEVELOPERS/ PROMOTER. The DEVELOPERS/ PROMOTER shall not be bound or liable to give consent to such transfer

and that the DEVELOPERS/ PROMOTER is not obliged to give consent to transfer.

32. The Purchaser/Allottee/s and persons to whom the Residential Flat/ Commercial Unit is transferred or to be transferred hereby agree to sign and execute all papers, documents and do all other things as the DEVELOPERS/ PROMOTER may require of him to do and execute from time to time for effectively enforcing this agreement and/or for safeguarding the interest of the DEVELOPERS/ PROMOTER and all persons acquiring the remaining Residential Flat/ Commercial Unit in the said complex on the said property.
33. The Purchaser/Allottee/s and the person to whom said Residential Flat/ Commercial Unit is permitted to be transferred with the written consent of the DEVELOPERS/ PROMOTER shall observe and perform all provisions of byelaws and/or rules and regulations of the said organization, when required and/or all the provisions of the byelaws of the said society and the addition, alteration or amendments thereof and shall also observe and carry out the Building/ Residential Flat/ Commercial Unit rules and regulations and the byelaws for the time being of the concerned Municipal Council or other local and/or public bodies. The Purchaser/Allottee/s and persons to whom the said Residential Flat/ Commercial Unit are allowed to be transferred shall observe and perform all stipulations and conditions and user of the said property and shall pay and contribute regularly and punctually towards rates, cesses, taxes, betterment charges and/or expenses and all other outgoings.
34. It is agreed between DEVELOPERS/ PROMOTER and Purchaser /Allottee/s that commencing one week after notice in writing is given by DEVELOPERS/ PROMOTER to Purchaser/Allottee/s that the Residential Flat/ Commercial Unit is ready for use and the DEVELOPERS/ PROMOTER is/are ready to hand over possession to the Purchaser/Allottee, the purchaser shall be bound and liable to take such possession.
35. **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPERS/ PROMOTER;** 