

intimated by the DEVELOPERS/ PROMOTER , then the DEVELOPERS/ PROMOTER shall serve a notice to the Purchaser/Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Purchaser/Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Purchaser/Allottee/s without any interest or compensation whatsoever.

44. 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.

45. RIGHT TO AMEND

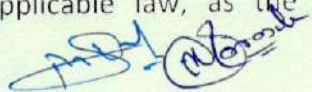
This Agreement may only be amended through written consent of the Parties.

46. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT PURCHASER/ALLOTTEE/S

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 Purchaser/Allottee of the Residential Flat/ Commercial Unit, in case of a transfer, as the said obligations go along with the Residential Flat/ Commercial Unit for all intents and purposes.

47. 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 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.

48. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchaser/Allottee/s has to make any payment, in common with other Purchaser/Allottee (s) in Project, the same shall be in proportion to the carpet area of the residential Flat/commercial unit/s TO THE TOTAL CARPET AREA OF ALL THE Residential Flat/ Commercial Unit/s in the project.

49. The transaction covered by this contract at present is not understood to be a sale liable to tax under the Sales Tax Act / Service Tax/VAT TAX. If however by reason of any amendment to the contribution or any new enactment or amendment to the existing law or any other law, central or state, this transaction is held to be liable to tax, as a sale or otherwise, either as a whole or in part or any inputs or material or equipments used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Purchaser/Allottee/s along with other Purchaser/Allottee/s on demand being made by the DEVELOPERS/ PROMOTER in that behalf without raising any dispute or objection in that behalf.

50. DEVELOPERS/ PROMOTER are and shall be entitled to sell and/or agree to sell unsold Residential Flat/ Commercial Unit and/or rights to any person or persons who may not be a purchaser of the premises in said project and body of various purchasers shall be liable to enroll and admit the Purchaser/Allottee/s of such Residential Flat/ Commercial Unit as their members and the Purchaser/Allottee/s hereby agree and undertake not to raise any objection or requisition in that behalf and do hereby irrevocably consent to what is stated hereinabove.

51. 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.

52. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the DEVELOPERS/ PROMOTER through its authorized signatory at the DEVELOPERS/ PROMOTER Office, or at some other place, which may be mutually agreed between the DEVELOPERS/ PROMOTER and the Purchaser/Allottee, in after the Agreement is duly executed by the Purchaser/Allottee and the DEVELOPERS/ PROMOTER 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 Mumbai .

53. The Purchaser/Allottee and/or DEVELOPERS/ PROMOTER 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 DEVELOPERS/ PROMOTER will attend such office and admit execution thereof.

54. That all notices to be served on the Purchaser/Allottee/s and the DEVELOPERS/ PROMOTER as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/Allottee or the DEVELOPERS/ PROMOTER by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchaser/Allottee/s

Mr. _____

_____;

Email Id : _____

(Purchaser/Allottee/s Address)

Notified Email ID: _____

M/S POONAM HOUSECON PRIVATE LIMITED, (DEVELOPERS/ PROMOTER Address)

Having address at Flat No:502, Floor No: 5th,

Building Name: Shah Trade Center



Block Sector: Malad East, Road:

Rani Sati Marg, Malad East,

Mumbai, Maharashtra, 400097

Notified Email ID: _____

It shall be the duty of the Purchaser/Allottee/s and the DEVELOPERS/ PROMOTER 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 All costs, charges and expenses in connection with the stamping and registering all the agreement, deed of assignment or any other documents or document required to be executed by the Developers including stamp duty, registration charges etc. payable in respect of such documents, as well as entire professional charges of the Advocates and Solicitors of the Developers, for the preparation and approval of all such documents shall be borne and paid by the society or Limited company or an incorporated body or any other association formed by the Purchasers as aforesaid, proportionately by all the holders of the premises in the said building and Developers shall not be liable to contribute any amount towards such expenses.

55. JOINT ALLOTTEES

That in case there are Joint Purchaser/Allottee/s all communications shall be sent by the DEVELOPERS/ PROMOTER to the Purchaser/Allottee/s 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 Purchaser/Allottee/s.

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

57. 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 RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

58. GOVERNING LAW;

