

all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation, whatsoever.

53. For any amount remaining unpaid by the Allottee/s under this Agreement, the Promoter as the case may be shall have first lien and charge on the said Flat agreed to be allotted to the Allottee/s.

54. This Agreement sets forth the entire agreement and understanding between the Promoter and the Allottee/s pertaining to the said Flat and supersedes, cancels and merges:

(a) All agreements, negotiations, commitments writings between the Allottee/s and the Promoter prior to the date of execution of this Agreement.

(b) All the representation, warranties commitments etc. made by the Promoter to the Allottee in any documents, brochures, hoarding etc. and /or through on any other medium.

55. 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 allottees of the flats in case of a transfer, as the said obligations go along with the flats for all intents and purposes.

56. The Allottee/s hereby agree/s, undertake/s and covenant/s with the Promoter that neither he/she/they, nor the said Society shall at any time hereafter, limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits,

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Platil
Treasurer

S.S. Wadgaonkar
Secretary

Atul
Chairman



interests, privileges or authorities reserved by or granted to the Promoter / Promoter/s under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter / Promoter as mentioned herein, and the Allottee/s and the Society shall be bound and liable to render to the Promoter, all necessary assistance and co-operation, to enable it to exercise and avail of the same.

57. It is expressly agreed that right of the Allottee/s under this Agreement is only restricted to the Flat agreed to be sold by the Promoter and agreed to be acquired by the Allottee/s and all the other Flat and portion or portions of the said Building and the said Property shall be the sole property of the Promoter. The Promoter shall be entitled to develop the same in whatsoever manner they may deem fit and proper, without any reference, resource, consent or concurrence from the Allottee/s in any manner whatsoever. The Allottee/s do/doth hereby confirm/s and consents to the irrevocable right of the Promoter, to develop the said property including the said old building on the said property, in whatsoever manner the Promoter may deem fit and proper without any further reference or other consent or concurrence in future upon handing over management to said Society/ as contemplated under the RERA or any other relevant statutory act.
58. The Promoters shall handover a set of certified copies of approved plans along with the BCC/OC to the said Society who shall maintain and preserve documents and plans received from the Promoters. Further, the society shall carry out necessary structural audit reports and fire safety audit/s at regular intervals as required by law through the authorized agency/agencies as stipulated by MCGM.

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[Signature]
Secretary

[Signature]
Chairman

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59. 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 or of the said property and the said building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her/them. It is further agreed that all rights of ownership in all open spaces, parking spaces, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoter, until the management is handed over to the said Society as hereinabove mentioned, which in any case shall be subject to the rights of the Promoter as agreed to and specified herein and of the other Allottee/s of Flat as herein stated.
60. Any delay tolerated or indulgence shown by the parties in enforcing the terms of this Agreement or any forbearance or giving of time to each other shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of parties.
61. The Allottee/s shall present this Agreement for registration within the time prescribed by the Registration Act, 1908 and the Promoter or its nominees shall attend the Office of the Sub-Registrar and admit the execution thereof.
62. The Promoter shall not be responsible and/or liable for the consequences arising out of the change in law or changes in Municipal and other laws, rules, regulations etc.
63. In case any structural defect or any other defect in workmanship quality or provisions of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the

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promoter within a period of five years by the allotted from the date of handing over possession.

64. The Allottee/s is aware of the provisions of law wherein G.S.T. has been levied on construction services. The Allottee/s shall be bound and liable to pay such taxes if any. The Allottee/s hereby agree/s and undertake/s to pay the same if and when becomes payable.
65. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
66. The Allottee/s hereby declare/s that he/she/it/they has/have gone through the Agreement and all the documents related to the said Flat purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied with the contents has entered into this Agreement.
67. This Agreement, along with its schedules and annexures, 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/plot/building, as the case may be.
68. 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

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P. Patel
Treasurer

[Signature]
Secretary

[Signature]
Chairman

