

network in the Building and other buildings constructed / to be constructed upon the Project Land. The aforesaid rights are retained by the Developer to itself permanently and the Developer shall be entitled to deal with and dispose of and/or assign the said rights in favour of such person or corporate body as the Developer may determine save and unless the Developer relinquish the said rights. In view thereof, the Purchaser/s / Allottee/s and /or other occupants of premises in the Building shall not have a right to obtain T.V. / Internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V. / Internet and or other dish antenna network facilities from the Developer or the assignee(s) of the Developer save and except in case of relinquishment as aforesaid. The Purchaser/s / Allottee/s and/or occupants of premises in the Building and/or the association / apex body / apex bodies shall pay the charges (including deposits) as may be payable to the Developer and/or such assignee(s) as aforesaid for availing the transmission facilities and network as aforesaid and shall give to them all necessary co-operation of enabling them install, maintain and repair the equipment thereof and shall not be entitled to charge the Developer and/or their assignee(s) as aforesaid any amount for the said rights or incidental thereto.

**30. Right of Purchaser/s / Allottee/s to the Flat and Common Areas**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Project Land and Building or any part thereof. The Purchaser/s / Allottee/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open



spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the 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 hereinafore mentioned.

**31. Binding effect**

Executing this Agreement with the Purchaser/s / Allottee/s by the Developer does not create a binding obligation on the part of the Developer until the Purchaser/s / Allottee/s signs and delivers this Agreement with all the schedules and Annexures along with the payments of any installment or any amounts due as stipulated in the Payment Schedule within 30 (thirty) days from the date of receipt on intimation by the Purchaser/s.

**32. Entire agreement**

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Purchaser/s / Allottee/s hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Developer and/or its agents to the Purchaser/s / Allottee/s and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and



provisions contained herein shall be deemed to form part of this Agreement or to have induced the Purchaser/s / Allottee/s in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.

**33. Provisions of this Agreement applicable to the Purchaser/s / Allottee/s / subsequent Purchaser/s / 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 Flat and/or Project shall equally be applicable to and enforceable against any subsequent Purchaser/s / Allottee/s of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

**34. Severability**

Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void shall, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such prohibition or unenforceability substantially affects or alters the residential terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as



were there in this Agreement prior to such prohibition or unenforceability.

**35. Waiver**

Any delay tolerated or indulgence shown by the Developer, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Purchaser/s / Allottee/s by the Developer, shall not be treated/construed /considered, as a waiver or acquiescence on the part of the Developer of any breach, violation, non-performance or noncompliance by the Purchaser/s / Allottee/s of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights/remedies of the Developer.

**36. Method of calculation of proportionate share wherever referred to in the Agreement**

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

**37. 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.

**38. Place of execution**

The execution of this Agreement shall be complete only upon its execution by the Purchaser/s / Allottee/s and the Developer through its authorized signatory of the Developer at the Developer's Office and simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar and this Agreement shall be deemed to have been executed at Thane.

**39. Present for registration**

The Purchaser/s / Allottee/s and/or 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 Developer will attend such office and admit execution thereof.

**40. Notices**

40.1 Any notice, demand or other communication including but not limited to the Purchaser's default Notice to be served under this Agreement may be served upon any Party by registered post with acknowledgement due or through speed post or through courier service at the address mentioned below, or through e-mail or at such other address as it may from time to time be notified in writing to the other Party.



**To the Purchaser:**

Name:

Address:

Notified E-mail ID:

**To the Developer:**

Name:

Address:

Notified E-mail ID:

40.2 In case of more than one Purchaser/s, default notice, letters, receipts, demand notices to be served under this Agreement may be served upon to the first mentioned Purchaser/s / Allottee/s onto the above mentioned address or any address later notified by the first mentioned Purchaser/s / Allottee/s and the same shall be a sufficient proof of receipt of Default notice, letters, receipts, demand notices and other communication by all the Purchaser/s / Allottee/s and the same shall fully and effectively discharge the Developer of its obligation in this regard.

In case of change of address of the Purchaser/s, the same shall be informed to the Developer well in advance by the Purchaser/s.

**41. Satisfied with the Developer's title**

The Purchaser/s / Allottee/s hereby declare/s that he/she/they/it has/have gone through this Agreement and all the documents relating to the Land /Building and has expressly

