

storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the flat /shop is situated, including entrances of the building in which the flat /shop is situated and in case any damage is caused to the building in which the flat /shop is situated or the flat /shop on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the Breach.

- (c) To carry at his own cost all internal repairs to the said flat /shop and maintain the flat /shop in the same conditions, state and order in which it was delivered by the Promoter/Developer to the Allottee and shall not do or cause to be done anything in or to the building in which the flat /shop is situated or the flat/shop which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and or other public authority.
- (d) Not to demolish or cause to be demolished the flat /shop or any part thereof, nor any time make or cause to be made any addition or alteration of whatever nature in or to the flat /shop or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Flat /shop is situated and shall keep, the portion, sewers, drains pipes in the flat /shop and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the flat /shop is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC parades or other structural members in the flat /shop without the prior written permission of the Promoter/Developer/and or the society or the Limited Company.
- (e) Not to permit to be done any act or thing which may render void or voidable any insurance of the said land and building in which the flat /shop is situated any or part thereof whereby any increase of premium shall become payable in respect of the insurance.

- (g) Pay to the Promoter/Developer within Seven days from demand by the Promoter/Developer, his/her/their share of security deposit by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat /shop is situated.
- (h) To bear and pay increase in local taxes, service charges, transfer charges, 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/CIDCO, on account or change of user of the flat /shop by Allottee viz. user for any purposes other than for residential purpose.
- (i) The Allottee shall not let, sub-let, transfer, assign or part with Allottee interest or benefit factor of this agreement or part with the possession of the flat /shop until all the dues payable by the Allottee to the Promoter/Developer under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Allottee has/have intimated in writing to the Promoter/Developer. In case of society is not formed, the Allottee shall require NOC from Promoter/Developer to sell his/her flat /shop.
- (j) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company 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 shall also observe and perform all the stipulation & condition laid down by the Society or Limited Company regarding the Occupation and use of the flat /shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.
- (k) The Allottee 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 land and buildings or any part thereof to view and examine the state and conditions thereof

- 24) The Allottee shall use the said premises of the flat /shop as residence/commercial purpose only, as the case may be, and in case of car parking/ garage space, for parking of motor vehicle only and in case of any other purposes as may be authorized by the Promoter/Developer in writing and as may be permissible by law and/or CIDCO or any other concerned authority in that behalf and which is not likely to cause nuisance or annoyance to the other occupiers of the said building and/or the owners and occupiers of the neighboring properties and shall not be used for any illegal or immoral purposes. The Allottee hereby indemnifies the Promoter/Developer against the costs and consequences of any action initiated by anyone (including any authority in law) against the misuse of his/her/ their premises or rights under this agreement.
- 25) The Allottee shall not store in the said premises goods hazardous or combustible nature of which are too heavy to affect the construction of stability of the said building.
- 26) The Allottee shall from the date of possession maintain the said premises at his/her own cost in good tenantable repair and condition and shall not do or suffer to be done anything in or to the said building or the said premises, staircases and common passages which may be against the rules, regulations or by-laws of the CIDCO or any other authority nor shall the Allottee change, alter, or make addition in or to the said premises or building or any part thereof. The Allottee shall be responsible for any breach of this provision.
- 27) The Allottee shall not let, sub-let, transfer, assign or part with the possession of the said premises.
 - (i) Until all the dues payable by him/her/them to the Promoter/Developer under this agreement are first fully paid up.
 - (ii) Only if the Allottee has/have not been guilty of breach of or non-compliance with any of the terms and conditions of this agreement.
 - (iii) Until he/ she/ they obtain prior consent of the Promoter/Developer in writing.
- 28) The Allottee and the persons to whom the said premises is let, sub-let, transferred, assigned or given possession of shall from time to time sign all applications, papers and documents and do all such act, deeds and things as the Promoter/Developer and/or the Co-operative Housing Society and/or Association of Apartment Owners and/or Limited Company may

- 29) a) The Allottee shall carry out all internal repairs of his/her premises agreed to be acquired by his/her cost and maintain it in the same condition, stage and other in which it is delivered to him/ her at his/her/their own cost and that he/she/they shall not do or suffer to be done, anything in or to the said building or the said flat /shop which may be against the rules and regulations and bye-laws of the CIDCO and/or other public authorities and he/she/they alone shall be responsible to the CIDCO and/or other public authorities for anything so done in connection with the said building and/or the said premises and shall be liable for the consequences thereof.
- b) The Allottee shall not at anytime demolish or cause to be demolished the said premises or any part thereof agreed to be acquired by him nor shall at anytime make or cause to be made any addition or alteration of whatever nature to the said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said premises to be acquired by him. The Allottee hereby covenants to keep the partition walls, sewers drains, pipes and appurtenances thereto in good conditions and in particular so as to support shelter and protect the parts the said building other then his/her premises. The Allottee further covenants not to disturb/ chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. pillars or other structural portions without the prior written permission of the Promoter/Developer and the CIDCO.
- 30) After the Allottee may have taken possession of the premises under the provisions of this agreement, the Allottee 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 premises or any part thereof to view and examine the state and condition thereof and the Allottee shall make good, within three months or the Promoter/Developer giving a notice in writing, which shall be given by the Promoter/Developer to the Allottee and also for the purpose of repairing any part of the building and for the purpose of making, repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, pipes, cables, water courses, gutters wires, partition walls or structure of other conveniences belonging to or serving or for the said building, and also for the purpose of laying wires and cables and for similar other purposes and for all other

All letters, receipts and or notices issued by the Promoter/Developer dispatched under Certificate of posting/Registered post A.D. to the address known to the of the purchaser will be sufficient proof of receipts of the same by the Allottee and shall completely and effectually discharge the Promoter/Developer. For this purpose the Allottee has/have given the following address:

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands, the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO :

All that piece and parcel of Land known Plot No. 13, Sector No. 11, admeasuring 349.89 Sq. Mtrs. at Taloja, Tal. Panvel, Dist. Raigad, 12.5% Scheme and bounded that is to say:

On or towards the North by	:	Plot No. 14.
On or towards the South by	:	Plot No. 12.
On or towards the East by	:	Prop. 11 Mtrs. Wide Road
On or towards the West by	:	Plot No 1 & 2.

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of premises bearing Flat /shop No. _____ on _____ Floor of _____ Sq.mtr. Carpet + _____ Sq.mtr. Terrace area (carpet) in the building "GOLDEN ROSE" to be constructed Plot No. 13, Sector No. 11 at Taloja, Tal. Panvel, Dist. Raigad.

SIGNED SEALED AND DELIVERED BY
The within named BUILDERS/DEVELOPERS

M/s. Golden Reality
through its Designated Partner
Mr. _____

SIGNED SEALED AND DELIVERED BY
The within named ALLOTTEE

Mr./Mrs. _____

Mr./Mrs. _____

In the presence of...

1) _____

2) _____

RECEIPT

RECEIVED a sum of Rs. _____/- (Rupees _____
 _____ Only) from within named Allottee paid by
 cash/cheque being advance & earnest deposit and part payment towards the
 stated price in respect of bearing Flat /shop No. _____ on _____ Floor of
 _____ Sq.mtr. Carpet + _____ Sq.mtr. Terrace area (carpet) in the building
 "GOLDEN ROSE" to be constructed on Plot No. 13, Sector No. 11, admeasuring
 349.89 Sq. Mtrs. (NET Built Up Area 519.41 Sq. Mtrs.) at Taloja, Tal. Panvel,
 Dist. Raigad, as agreed under these presents.

Bank	Branch	Cheque No	Date	Amount Rs.

WE SAY RECEIVED
 Rs. _____/-

M/s. Golden Reality
 through its Designated Partner
 Mr. _____