

11.1.7 **Cost of Formation of Association:** The Purchasers shall share the actual cost of formation of Association proportionately.

11.1.8 **Obligations of the Purchasers:** On and from the date of possession the Purchasers shall:

- (a) **Co-operate in Management and Maintenance:** Co-operate in Management and Maintenance of the Said Building Complex and the Said Property by the Facility Manager.
- (b) **Observing Rules:** Observe the rules framed from time to time by the Facility manager/Association for the beneficial common enjoyment of the Said building Complex and the Said Property.
- (c) **Paying Electrical Charges:** Pay for Electricity or any other utilities consumed in or relating to the Said Duplex && Appurtenances' and the Common Portions.
- (d) **Meter and Caballing:** Be liable to draw the electric lines/wires from the meter installation area to the Said Duplex only through the Duct and pipes provided therefore, ensuring that no inconvenience is caused to the Developer or to the other Purchasers. The main Electric meter shall be installed only at the common meter space in the Said Building Complex. The Purchasers shall similarly use the Ducts and the pipes provided for TV, broadband, data cables and telephone cables and shall under no circumstance be entitled to sting wires and cables through any other part or portion of then Said building complex and/or the Said Property.
- (e) **Residential Use:** Use the Said Duplex for residential purpose only under no circumstance shall the Purchasers use or allow to be used the Said Duplex for commercial industrial or other non residential purposes. The Purchasers shall also not use the Said Duplex and Garage as religious establishment, guest house, serviced apartment, mess, chummy, hotel, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration:** Not alter modify or in any manner change the (1) elevation and exterior color scheme of the Said building complex and (2) design and/or the color scheme of the windows, grills and the main door of the Said Duplex without the permission in writing of the Developer . In the event the Purchasers make the said alterations/changes, the Purchasers shall compensate the Developer as estimated by the Developer.
- (g) **No Structural Alteration :** Not alter, modify or in any manner change the structure or any civil construction in the Said Duplex and Appurtenances or the Common Portions or the Said building complex.
- (h) **No Sub Division :** Not sub-divide the Said Duplex and Appurtenances and the Common Portions , under any circumstances.
- (i) **No Changing Name :** Not change/alter/modify the names of the Said building complex from those mentioned in this Agreement.
- (j) **No Nuisance and Disturbance:** Not use the Said Duplex or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance, to other occupants of the Said building complex and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done

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Rebani Mishra
Partner

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that will interfere with the rights comforts or convenience of other occupants

- (k) **No Storage:** No or Cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (l) **No Obstruction to Developer/Association:** Not obstruct the Developer/Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on the top roof of the Said building complex and selling and granting rights to any person or any part of the Said building complex (expecting the Said Duplex and Appurtenances). Provided that it will not become impossible to stay in the Duplexs /floor below the roof top.
- (m) **No Obstruction of Common Portions:** No obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Duplex and Garage.
- (n) **No Violating Rules :** Not violate any of the rules and /or regulations laid down by the Facility manager/Association for the use of the Common Portions.
- (o) **No Throwing Refuse:** Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated thereof.
- (p) **No Injurious Activities:** Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Duplex and Garage, or the Common Portions.
- (q) **No Storing Hazardous articles:** Not keep or store any offensive, Combustible, obnoxious, hazardous or dangerous articles in the Said Duplex and Garage.
- (r) **No Signboard:** Not put up or affix any signboard, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Duplex and Garage /Said building complex save at the place or places provided there for **provided that** this shall not prevent the Purchasers from displaying a standardized name plate outside the main door of the Said Duplex.
- (s) **No Drawing Wire/Cable:** Not affix or draw any wire, cable or pipe from to or through any Common Portions or outside walls of the Said building complex save in the manner indicated by the Facility Manager/Association.
- (t) **No Floor Damage :** Not keep any heavy articles or things, which are likely to damage the floors or operate any machine save usual home appliances.
- (u) **No Installing Generator:** Not install or keep or run any generator in the Said Duplex and Garage.
- (v) **No Use of Machinery:** Not install or operate any machinery or equipment except household appliances.
- 11.1.9 **Roof Rights:** A demarcated portion of the top roof of the Said building complex shall remain common to all residents of the Said building complex (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the common roof and the balance of the top roof of the said building

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Rebin Mbw
 Partner

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complex shall belong to the Developer with right of exclusive transfer and the purchasers specifically agrees not to do any act, which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said building complex as aforesaid, the Developer shall always have the right of further construction on the entirety of the top roof (by taking permission from the concerned authorities) and the Purchasers specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for Common use of all residents of the Said building complex.

11.1.10 No Right in other Areas: The Purchasers shall not any right in the other portions of the Said property and the Purchasers shall not raise any dispute or make any claim with regard to the Developer either constructing or not constructing on the Said other portions

11.2 Developers Covenants: The Developer covenant with the Purchasers and admits and accepts that:

11.2.1 Completion of transfer: Subject to the Purchasers performing the terms and conditions of this Agreement, the transfer of the Said Duplex and appurtenance shall be completed by the Developer by executing conveyance in favor of the Purchasers.

11.2.2 No Creation of Encumbrance: The Developer shall not create any charge, mortgage, lien and/or shall not sell transfer, convey and/or enter into any agreement with any person other than the Purchasers in respect of the Said Duplex and appurtenance, subject to the Purchasers fulfilling all terms, conditions and obligations of this agreement.

11.2.3 Documentation for Loan : The developer shall provide to the Purchasers all available documents for the Purchasers availing loan from Banks Financial Institutions to finance the Purchase of the Said Duplex and appurtenances.

11.2.4 Developer to pay interest for delay and/or Default: If the Developer will not deliver the possession within the stipulated period as aforesaid then the Developer will refund entire amount within 15 (fifteen) days with 18% interest per annum to the Purchasers.

12. Termination and its Effect:

12.1 Cancellation by Purchasers : The Purchasers shall have the right to terminate this Agreement at any time and if the Purchasers all payments received till that date, without any interest after deducting 10% of the investment amount including cost of cancellation of registration of this agreement.

12.2 Breach of Purchasers's Covenants: In this event the Purchasers (1) fails to make payment of the Net Price, Extras and any other amount payable to the Developer hereunder, or (2) fails to perform the obligation on the part of the Purchasers to be performed in terms of this Agreement or (3) neglect to perform any of the purchasers's Covenants, this agreement shall, at the option of the Developer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Purchasers's all payments received till that date, without any interest after deducting 20% of the investment amount . Payments made by the Purchasers for up-gradation shall be non refundable. In the event the Developer condone the delay of any payment due under this Agreement, the Purchasers shall be liable to pay interest@12%per annum for the period of delay (computed from the date of

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 Partner

payment become due till the date of payment) on all amount due and outstanding. However such right of condonation is exclusively vested on the Developer and the purchasers shall not be entitled to demand condonation as a matter of right.

- 12.3 **Transfer before Registration** :In case Purchasers wish to assign/nominate his rights in favour of another person (before Registration of Duplex/ Garage), then amount calculated @ 5% of Total Sale Value shall be charged from the Purchasers as Assignment /Nomination charges.

13. Taxes

- 13.1 **Obligation Regarding Taxes** : In the event of the Developer being made liable for payment of any tax (excepting Income Tax)duty, levy or any other liability under any statute or law for the time in force or enforced in future or if the Developer is advised by its consultant that the Developer is liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Developer having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event the Purchasers shall be liable to pay all such tax, duty, levy, or other liability and hereby agrees to indemnify, and keep the Developer indemnified against all actions, suits, proceeding, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Developer's consultant shall be paid by the Purchasers at or before the Date of Possession.

14. Defects

- 14.1 **Decision of Architect Final**: If any work in the Said Duplex and Appurtenance is claimed to be defective by the Purchasers, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties, If directed by the Architect, the Developer shall at own costs remove the defects. This will however not entitled the Purchasers to refuse to take possession of the Said Duplex and Garage.

15. Association and Rules

- 15.1 **Transfer of Deposits**: The maintenance deposit mentioned in this Agreement is to be paid by the Purchasers to the Developer and shall be held by the Developer free of interest and shall be transferred (if not adjusted against any arrears of payments) to the Association.
- 15.2 **Rules of Use**: The Said Duplex & Appurtenance shall be held by the Purchasers subject to such rules and regulations as may be made applicable by the Association from time to time.
- 15.3 **Covenants Regarding Use**: The Purchasers agrees that the Purchasers shall use the Said Duplex and Appurtenances subject to the following restrictions:
- 15.3.1 **No Misuse of Water**: The Purchasers shall not misuse or permit to be misused the water supply to the Said Duplex.
- 15.3.2 **Damages to Common Portions**: All damages to the Common Portions caused by the Purchasers and/or family members, invitees or servants of the Purchasers shall compensated for by the Purchasers.
- 15.3.3 **No Unlawful Act**: The Purchasers shall not do any unlawful act and shall abide by all bye-law and/or rules and regulations, which may be framed by the Facility Manager or the Association.

Amal Kumar

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Rebin Mishra
 Partner

15.3.4 **Notification Regarding Letting:** If the Purchasers let out or sells the Said Duplex and Appurtenances or portion thereof the Purchasers shall immediately notify the Facility Manager/Association of the tenant's /transferee's address and Telephone number and the identity.

16. **Force Majeure:**

16.1 **Circumstances of Force Majeure:** The Developer not be held responsible for any consequences or liabilities under this Agreement, if the Developer is prevented in performing the obligation by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) act of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments etc and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in litigation or enactment of new law, restrictive Governmental laws or regulations (**collectively Circumstances of Force Majeure**).

17. **Miscellaneous**

17.1 **Indian Law:** This Agreement shall be subject to Indian Law.

17.2 **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other Transaction.

17.3 **Confidentiality and Non-disclosure:** The Parties shall keep confidential all non-public information and documents concerning the transaction herein, unless compelled to disclose such information /documents by judicial or administrative process.

17.4 **No Claim of Un-Enforceability:** This Agreement is executed by the Parties under legal advice, out of free will and without any duress or coercion. Hence none of the Parties shall have the right to claim un-enforceability of this Agreement.

17.5 **Agreement personal to Purchasers:** The Agreement is personal and the purchasers shall not be entitled to transfer any right without the consent in writing of the Developer. The Purchasers admits and accepts that the Purchasers shall not nominate or assign the right under this Agreement without the written consent of the Developer.

18. **Notice**

18.1 **Mode of Service:** Notices under this Agreement shall be served by e-mail or messenger or registered post /speed post with acknowledgement due at the above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such services shall be deemed to have been effected (1) on sending out the e-mails, (2) on the date of delivery, if sent by the messenger and (3) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties.

19. **Alternative Dispute Resolution:**

Handwritten signature: Ananda Gupta

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Rebani Mishra
Partner