

## AGREEMENT FOR SALE

**THIS AGREEMENT** made at Thane, this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and Twenty Two (2022)

### **BETWEEN**

**M/S. VIHANG ENTERPRISES** (formerly known as M/S. YASH ENTERPRISES), a Partnership Firm registered under the provisions of Indian Partnership Act, 1932, having its office at 12<sup>th</sup> Floor, Dev Corpora, Eastern Express Highway, Cadbury Junction, Near Raymond Khazana Showroom, Thane (W) 400 601, hereinafter referred to as 'the **PROMOTERS**' (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include the partner or partners for the time being constituting the said firm, M/s. Vihang Enterprises, the survivor or survivors of them and the respective heirs, executors, administrators of such last survivor/s) of the **FIRST PART**;

[AND]

1. \_\_\_\_\_, PAN NO. \_\_\_\_\_ an Adult, Indian Inhabitant, residing at: \_\_\_\_\_ [AND]

2. \_\_\_\_\_, PAN NO. \_\_\_\_\_ an Adult, Indian Inhabitant, residing at: \_\_\_\_\_ [AND]

hereinafter referred to as the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs executors, administrators, nominees and/or assigns); of the **SECOND PART**.

(The Promoters and the Allottee are, wherever the context so requires, hereinafter individually referred to as “Party” and collectively as “the **Parties**”)

### **WHEREAS:**

1. The Promoters are developing the Property more particularly described in the First to Sixth Schedule (hereinafter referred to as “the said entire property”) in the Title Flow annexed hereto and marked as **Annexure “A1”** under project viz. Vihang Hills which is

shown on the layout plan annexed hereto and marked as **Annexure “B”** as mentioned herein in the phase wise manner as under :

(i) In the First Phase of development the Promoters have commenced and completed the construction of building No .A1 Wing 1 comprising of 1st to 16th Upper floor (Part), Wing 2 comprising of 1st to 17th upper floors and Shop Nos.1 to 7 on the ground floor of Wing 1 and 2, building No.A2 Wing 3 comprising of Shop No.8 on ground floor and residential premises on 1st to 17th upper floors and Wing 4 comprising of Shop Nos.9 to 11 on Upper Ground Floor and Shop No.12 on Lower + Upper Ground Floor, two flats on ground floor and other residential premises from 1st to 17th Upper floors, building No.B2 comprising of Stilt + 1st to 7th upper floors (part), building No.B1 & C1 comprising of Lower Ground + Upper Ground + Ground (Part)/Stilt (Part) + 1st to 7th upper floors and building No.C2 comprising of Stilt + 1st to 7th upper floors in project known “**Vihang Hills**” and the said Corporation have granted three different Occupation Certificates respectively in respect thereof.

(ii) In Second Phase of development the Promoters are constructing building No.B3 to be known as “ **Golden Hills** ” in project **Vihang Hills** on the part portion of the said Entire Property comprising of Stilt + 1st to 17th Upper floors + 18th floor (Part) and a Club House comprising of Ground + 1 Upper floor on Ground RG1 and the said Corporation have sanctioned the revised amended plans and granted Commencement Certificate.

(iii) In the Third Phase, the Promoters are intending to construct building No. **D1** to be known as “**Vihang Nova**” (hereinafter referred to as “ **the said building** ”) in the project known as Vihang Hills on the part portion of the said Entire Property by utilising the benefit of Unified Development Control and Promotion Regulations which has been sanctioned by the State Government under Sec.37(1AA) (c) and Sec.20(4) of the Maharashtra Regional and Town Planning Act, 1966 vide Notification No.TPS-1818/CR-236/18/DP & RP/Sec.37(1AA)(c) & Sec.20(4)/UD-13, dated 02/12/2020. The Promoters have submitted the revised amendment plans in respect of the said building to the said Corporation and the said Corporation has sanctioned it and has granted Amended Permission/ Commencement Certificate No.S06/0025/08 TMC/TDD/3782/21 dated 30/11/2021 subject to the terms and conditions as therein contained in respect thereof. The Amended Sanction Plan is annexed hereto and marked as **Annexure “B-1”**. As per the amended revised sanctioned plan, the Promoters are entitled to construct the said building comprising of Ground + 1st

to 14th Upper Floors consisting of Ground + 1st floor for Commercial Use and 2nd to 14th Upper Floors for Residential Use. However, the Promoters have represented to the Allottee that they intend to acquire, load and consume additional FSI/TDR as well as the Unified DCR or other beneficial scheme upon the said entire Property in order to construct the said building No.D1 upto 48 upper floors.

(iv) The Allottees hereby confirm that upon the Promoters submitting the revised amendment plans and obtaining sanction in respect of the said building to construct upto 48 floor, for which the Allottee hereby gives his free consent and shall not under any circumstances raise any objection in respect thereof.

(v) The Promoters have also clearly informed the Allottees that in pursuance of the aforementioned amendment, the possession date of the said project is 31/12/2028, however while registering the project the possession date mentioned in the application is 31/12/2026. The Promoters shall by making appropriate application to the MAHARERA Authority extend the date as 31/12/2028 for which the Allottee has no objection of whatsoever nature and hereby give his free consent for the same and also provided separate consent u/s.7(3) (format-B) as per the circular No.28 of MAHARERA for enabling the Promoters to upload the same for extension of possession date.

(vi) The Allottee hereby enter into these presents with an clear understanding that the date of possession of the said project shall be 31/12/2028 and for which the Allottee has no objection of whatsoever nature nor shall raise the same in future.

As mentioned hereinbefore, the Promoters have applied and obtained various sanctions and permission for development of the said Entire Property which are more particularly set out at Sr.No.1 to 11 in **Annuxure "C"** and copies whereof are annexed hereto. Applications for further approvals may be under consideration of the relevant authorities and/or the Promoters may obtain further approvals and permissions as may be required by applicable law.

2. For the purpose of constructing the said Building, the Promoters have appointed M/s. ACIPL as Design Architects, M/s. 10 Folds, Architects & Consultants as Consulting Architect and Liaison Consultant and R. C. Tipnis, as Structural Consultants. The Promoters have entered into Standard Agreement with the respective Architect and the same is as per the Agreement prescribed by the council of Architects.

3. Title Certificate dated 01/12/2021 issued by Advocate A. D. Rathod, relating to the said Entire Property, is annexed hereto and marked as **Annexure "A1"** and copies of the 7/12 extract of the said Entire Property are annexed hereto and marked **Annexure "A2"**.
4. The Promoters have obtained amended approval/permission in respect of the said Building from the TMC which is hereby annexed and marked as **Annexure "C-11"**.
5. The Promoters are solely and exclusively entitled to develop the said Entire Property and to sell the flats/commercial premises in the Building No.D1, receive the Sale Price/ consideration in respect thereof. The said Entire Property is more particularly described in the First to Sixth Schedule more particularly described in the Title Flow annexed hereto as **Annexure "A1"**.
6. The Promoters hereby represent that, they have registered the said Building i.e. building No."D1" to be known as "**Vihang Nova**" of the Project Vihang Hills under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act/RERA") with Real Estate Regulatory Authority at Mumbai under No. P51700032331 dated 29/12/2021. A copy whereof is annexed hereto and marked as **Annexure "D"**.
7. The Allottee being desirous of acquiring a Flat/Office/Shop in the said Building, vide an Application dated \_\_\_\_\_, has applied to the Promoters to allot a Flat bearing No. \_\_\_\_\_, Building No. **D1** (hereinafter referred to as "Apartment") and more particularly described in the Schedule hereunder written. The Promoters accordingly, have reserved/agreed to allot the said Apartment free from all encumbrances with a clear and marketable title, at or for the consideration more debircsed ylralucitrap rednuereh eludehcS eht ni nettirw and subject to the terms and conditions hereinafter appearing. A copy of the sanctioned floor plan of the Apartment is annexed hereto as "**Annexure-B2**".
8. Under section 13 of the said Act, the Promoters are required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
9. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee hereby agrees to purchase the said Apartment from the Promoters.

10. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
11. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment from the Promoters.
12. The Parties are now desirous of recording the terms and conditions agreed upon between them in the manner hereinafter appearing.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

1. The recitals hereinabove are hereby incorporated in and made a part of this Agreement as fully as if it is set forth in verbatim herein.
2. **ELTIT**
  - i. The Allottee hereby agrees and confirms that prior to the execution hereto the Allottee has taken an inspection of all the relevant documents.
  - ii. The Allottee also declares that he/she/they have read and understood all the documents, agreements, sanctions, approvals, NOC's, terms and conditions and all other information/conditions relating to the said entire property including consideration of the units and price & payment schedules.
  - iii. The Allottee has/have demanded from the Promoters and the Promoters have given to the Allottee, inspection of all the documents of title to the said entire Property and the plans, designs, specifications prepared by the Promoters' Architects and approved/sanctioned by the TMC and the plans submitted to the TMC and all such and other documents pertaining to the said Project as amended upto date as are specified under the (Real Estate Regulation and Development Act, 2016) hereinafter referred to as the said Act and the Allottee is/are fully satisfied with the right and authority of the Developer to

develop the said entire Property and during such process to allot on ownership basis various premises in the said Building that would be constructed on the said entire Property.

- iv. The Allottee agrees and confirms that he/she/they has/have entered into this Agreement out of his own free will and without any force or coercion whatsoever.
- v. The Allottee has entered into this Agreement fully understanding his duties and liabilities.

### **3. CONSTRUCTION AND DEVELOPMENT OF THE SAID PROPERTY**

- i. The Promoters are entitled to construct a Building No.**D1** to be known as “**VIHANG NOVA**” in project Vihang Hills comprising of Ground + 1st to 14th Upper Floors consisting of Ground + 1st floor for Commercial Use and 2nd to 14th Upper Floors for Residential Use on the portion of the said entire property within the jurisdiction of Thane Municipal Corporation and more particularly described in the First to Sixth Schedule more particularly described in the Title Flow annexed hereto as Annexure “A1”, in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been duly verified by the Allottee.
- ii. The Promoters have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupation Certificate of the said Building
- iii. The Promoters have informed and the Allottee is aware that while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said entire Property and undertaking the said Project and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building shall be granted by the concerned local authority.

- iv. The Allottee agrees, consents and understands that, the Promoters may make minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the architect subject to approval of the concerned authorities and or as maybe required by any government authority.
- v. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authorities and/or Government bodies at the time of sanction of the building plans from time to time.
- vi. The Parties agree and confirm that the Promoters may make amendments to the plans or layouts of the said Building or the project Vihang Hills as required by them or by the competent government bodies. This may include but not be limited to any change wherein the Promoters if permitted shall transfer the construction permissible on the said entire Property to another or transferring on the said entire Property construction permissible on another property at any time prior to the conveyance of the said Entire Property to the Federation.
- vii. The Allottees give their univocal consent to any other alterations or additions (lifts, number of floors etc.) in the sanctioned plans, layout plans and specifications of the said Building or the common areas within the said Project provided such change does not affect the Apartment of the Allottee or causes a reduction in carpet area more than 5 percent. Only in case the Apartment of the Allottee is affected, than the Promoters shall have to obtain prior consent in writing of the Allottee in respect of such variations or modifications.
- viii. The Promoters hereby represent that as mentioned in the title flow, the land bearing Survey No.92/8, upon TILR Survey and subdivision, the sub-divided property bearing Survey No.92/8/1 was excess by 100 sq. mtrs. coming under residential Zone and recorded under the name of the owners of such property viz. the said Sharma Brothers. The Promoters intend to acquire development/ownership rights in respect of such excess 100 sq. mtrs. (hereinafter referred to as 'the said Excess Area').

- ix. The Promoters intend to acquire the adjoining properties in the nearby vicinity to the said entire property and amalgamate the same in the same layout with the said entire property (hereinafter referred to as “the said adjoining property”).
- x. The Promoters are entitled to amend the layout plan in respect of the said entire property by amalgamating the said adjoining property by availing, utilizing and consuming the FSI permissible under the Unified DCR in respect of the said entire property including the said Excess Area by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations. The Promoters have specifically informed and represented that the Promoters shall, upon acquisition of the said Excess Area and/or the said Adjoining Properties as well as utilization of the beneficial FSI/TDR, if any, in the manner state hereinabove, the Promoters shall be entitled to consume and utilize additional FSI/TDR that shall be available on such Excess Area and/or the said Adjoining Properties enabling them to construct additional structure/s and/or additional floors upon the buildings constructed upon the said property and the Allottee hereby confirms and agrees that it shall not raise any objection with respect to the alterations carried out by the Promoters, gives his/her/their irrevocable consent to the Promoters to carry out the same
- xi. The Promoters have informed the Allottee and the Allottee hereby confirms and acknowledges that the Project Property is being developed by the Promoters in a segment-wise / phase-wise manner to be determined by the Promoter in their absolute discretion from time to time. The Allottee further acknowledges and confirms that the Promoters may, at any time, vary/modify the Layout plan in such manner as the Promoters may deem fit, in their sole discretion. Subject however to the sanction/ approval of the concerned authorities.

#### **4. CONSIDERATION**

- i. The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee an Apartment

bearing No.1106 on 1106 floor of Building No.**D1** to be known as “**VIHANG NOVA**” (hereinafter referred to as ‘the said building’) of project Vihang Hills having area admeasuring \_\_\_\_\_ sq.metres equivalent to \_\_\_\_\_ sq.ft. (Rera carpet area) plus \_\_\_\_\_ sq.metres. equivalent \_\_\_\_\_ square feet (balcony area ) plus 0 sq.metres. equivalent 0 square feet (cuboard area) aggregating to \_\_\_\_\_ square meters equivalent to \_\_\_\_\_ square feet (“**Total Area**”) (hereinafter referred to as "the said Apartment") as shown on the Floor plan thereof hereto annexed and marked **Annexure ‘B2’** at and for the consideration of Rs. \_\_\_\_\_/- (0) **(inclusive of parking space,** proportionate price of the common areas and facilities appurtenant to the premises). The description of the amenities and common areas are more particularly described in the **Annexure ‘B4’** annexed hereto.

ii. For the purposes of this Agreement:

(1) "**carpet area**" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the Apartment,

(2)“**Exclusive Areas**” means exclusive balcony appurtenant to the said Apartment/Flat for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment/ Flat for exclusive use of the Allottee/s,

(3) All walls which are constructed or provided on an external face of an apartment shall be regarded as “external wall” and

(4) All walls or independent columns constructed or provided within an apartment shall be regarded as “internal partition wall”.

**iii. The Allottee has also requested the Promoter to allot a Mechanical Parking Slot. However, as the parking is mechanical there shall be no pre allotment of parking number/place for which the Allottee has no objection of whatsoever nature**

iv. The Allottee shall pay the total consideration of **Rs.** \_\_\_\_\_/- (0) to the Promoter as set out in fo eludehcS eht

htiwereh dehcattnemyaP and annexed as **Annexure ‘A’**. However, the Promoters have represented to the Allottees that, the schedule of payment attached herewith is formatted taking into consideration the present sanction is upto 14<sup>th</sup> floor and the same shall be changed/revised in the eventuality of obtaining sanction to

higher floors as and when obtained, which the Promoters shall obtain from time to time and for which the Allottees shall not take / raise any objection of whatsoever nature. The total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the said Apartment.

v. Prior to the execution of these presents the Allottee has paid to the Promoters a sum of Rs. \_\_\_\_\_ /- ( **Rupess \_\_\_\_\_ Only**)), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee ( the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner as set out in the Schedule of Payment attached herewith or revision thereof from time to time.

vi. The Allottee is aware that the Allottee has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoters, whichever is earlier as per section 194IA of the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

vii. The Allottee further agrees and undertakes that if the Allottee fails and/or neglects to deduct the tax at source or fails to pay the same after deduction, the Allottee alone shall be deemed to be an assessee in default in respect of such tax and the Promoters shall not be liable for any statutory obligations / liability for non-payment of such TDS.

viii. It is further agreed by the Allottee that at the time of Possession of the Apartment, if any discrepancy is found in actual form 16B & 26AS, the Allottee has to pay equivalent amount as interest free security deposit and resolve the same within 4(four) months from the date of possession. This deposit will be refunded to Allottee once the discrepancy is rectified within aforesaid time. Provided further that in case the Allottee fails to resolve the discrepancy within the stipulated period of 4 (four) months from

such Possession Date then the Promoters shall be entitled to forfeit the said deposit against the amount receivable from the Allottee, which amount was deducted by the Allottee from the payments to the Promoters on account of TDS but not paid to the credit of the Central Government. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoters.

ix. The consideration mentioned hereinabove is net consideration and Allottee shall be liable to pay all the taxes payable thereupon including but not limited to GST, cess etc. or any other similar taxes which may be levied in connection with the construction of and carrying out the Project payable by the Promoters up to the date of handing over the possession of the said Apartment. The said taxes shall be paid by the Allottee immediately on demand.

x. Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.

xi. Without prejudice to the other rights of the Promoters hereunder, the Promoters shall in respect of any amounts remaining unpaid by the Allottee under this Agreement, have a first charge / lien on the Apartment and the Allottee shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee under this Agreement, to the Promoters. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Promoters.

xii. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

xiii. The Allottee shall make all payments of the Sale Price / Total Consideration due and payable to the Promoters through an account

payee cheque / demand draft / pay order / wire transfer / RTGS / NEFT drawn in favour of “VIHANG ENTERPRISES NOVA D1 100%” Collection Account to be deposited in the designated account for the said Project. In case of any financing arrangement entered into by the Allottee with any financial institution with respect to the purchase of the said Apartment, the Allottee undertakes to direct such financial institution to pay all such amounts towards the sale price, and the Allottee shall ensure that such financial institution shall disburse/pay all such amounts towards sale price due and payable to the Promoters through an account pay order/demand draft drawn in favour of “VIHANG ENTERPRISES NOVA D1 100%” In the event of any change in the Promoters account in which the payments are to be made the Promoters shall inform the same in writing to the Allottee. Failure to pay the amounts in the Promoters account shall be construed as a breach on the part of the Allottee;

xiv. The Allottee agrees and confirms that the payment of installments shall be made on the due dates, without any delay or default, in terms of this Agreement. The Allottee agrees that the time for payment is the essence of the contract. A written intimation forwarded by the Promoters to the Allottee that a particular stage of construction is completed shall be sufficient proof that a particular stage of construction is completed;

xv. In case the Allottee fails to pay the sale price and also such other charges/amounts/taxes payable in terms hereof, then without prejudice to the rights as may be available with the Promoters, the Allottee agrees to pay to the Promoters, interest as specified in the Rules, on all the delayed payment which becomes due and payable by the Allottee to the Promoters under terms of this Agreement from the date the said amount becomes payable by the Allottee to the Promoters.

xvi. Without prejudice to the rights of the Promoters to charge interest in terms of clause xv above, the Allottee committing a default in payment on the due date payable on any amount payable by the Allottee to the Promoters under this Agreement (including the proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Allottee committing a default in payment of the installments/ amounts payable thrice, the Promoter shall at their own option be entitled to terminate the said Agreement ;

xvii. All the aforesaid rights and/or remedies of the Promoters are cumulative and without prejudice to one another.

xviii. The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand additional amount from the Allottee as per the next mile stone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meteras agreed between the Parties hereto; and

xix. The Allottee authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.

## **5. POSSESSION :**

- i. Subject to the Allottee not being in breach of any terms of the said Agreement and on clearing all their dues and amounts payable hereunder shall be eligible to receive possession of the Apartment.
- ii. Time is essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided herein (“Payment Plan”).
- iii. As mentioned hereinabove, the Promoters have also clearly informed the Allottees that the possession date of the said project is

31/12/2028, however while registering the project the possession date mentioned in the application is 31/12/2026. The Promoters shall by making appropriate application to the MAHARERA Authority extend the date as 31/12/2028 for which the Allottee has no objection of whatsoever nature and hereby give his free consent for the same and also provided separate consent u/s.7(3) (format-B) as per the circular No.28 of MAHARERA for enabling the Promoters to upload the same for extension of possession date.

- iv. The Allottees hereby enter into these presents with an clear understanding that the date of possession of the said project shall be 31/12/2028 and for which the Allottee has no objection of whatsoever nature nor shall raise the same in future.
- v. The Promoters shall endeavour to complete the construction of the said Apartment on or before 31/12/2028 or 84 months from the date of issuance of the Commencement Certificate (“the said Date”), and if the construction of the said Apartment is not completed by the said Date, then the Promoters shall complete the construction of the said Apartment within reasonable extension of time, i.e 24 months **“EXTENDED DATE OF POSESSION”** Provided always that the Promoters shall be entitled to further extension of time for completion of the said Building, if the completion of Building is delayed on account of force majeure events namely:-
  - a) Non-availability of steel, cement, other building material, water or electric supply;
  - b) War, Civil Commotion, riots or act of God;
  - c) Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
  - d) Change in policy/legislation of the Government / concerned authorities with respect to the said Project; and
  - e) Any other natural calamity events, which is beyond the control of the Promoters or its agents/contractors as the case may be.
- vi. The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said

Apartment to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of such notice and the Promoters shall give possession of the said Apartment to the Allottee.

- vii. The Allottee shall take possession of the Apartment within 1 month of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.
- viii. Upon receiving a written intimation from the Promoters as stated herein, the Allottee shall take possession of the Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment to the Allottee.
- ix. The Allottee agree(s) to pay the maintenance charges as determined by the Promoters or association of allottees, as the case may be from the date of receipt of the letter offering possession to the Allottee.
- x. In the event the Allottee fails and/or neglects to take possession within the specified period, it shall be deemed that the Allottee has taken possession on the date of expiry of the notice period for possession and that date shall be deemed to be the "Date of Possession" and in such case all obligations of the Allottee related to possession of the said Apartment shall be deemed to be effective from the said date of Possession and the Allottee shall continue to be liable to pay maintenance charges as applicable.
- xi. In case the Allottee fails to or neglects to take possession of the apartment than the Allottee shall be liable to pay a demurrage charge of Rs.5/- per square foot of Carpet area per month over and above the maintenance charges in respect of the said Apartment from the expiry of the aforementioned two months.
- xii. Within 15 days after notice in writing is given by the Promoters to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said

structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined.

xiii. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoters provisional monthly contribution of Rs. 3375/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.

xiv. The Allottee shall on or before delivery of possession of the said Apartment keep deposited with the Promoters, the following amounts :-

a. Rs.\_\_\_\_/- for share money, application entrance fee of the Society or Limited Company.

b. Rs.\_\_\_\_\_-/- towards 12 months advance provisional contribution towards outgoings of Society or Limited Company + GST at applicable rates for such advance maintenance deposit.

c. The Allottee shall also pay to the Promoters a sum of Rs. 30,000/- alongwith the applicable taxes thereon towards one time Club House Charges at the time of making payment of the final installment and simultaneously with receipt of possession of the Apartment. The said amount is not refundable and no accounts or statement will be required to be given by the Promoters to the Allottee in respect of the aforesaid amount deposited by the Allottee with the Promoters.

## **6. DEFECT LIABILITY.**

If within a period of 5 (five) years from the date of handing over possession of the said Apartment to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the said Apartment, or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such

defects shall be rectified by the Promoters at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.

## **7. TERMINATION**

The Agreement is not terminable under any circumstances save and except as detailed below;

- i. The Promoter shall be liable to Terminate this Agreement on the following grounds;
- ii. The Allottee committing a default in payment on the due date payable on any amount payable by the Allottee to the Promoters under this Agreement (including the proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Allottee committing a default in payment of the installments/ amounts payable thrice, the Promoter shall at their own option be entitled to terminate the said Agreement.
- iii. in the event the Promoter does or agrees to or causes to be done any act, deed or thing, communicate, behave inappropriately in a manner that would be detrimental to, affect, defame or prejudice the said Building, said Project, the Promoters or any of its representatives then the Promoter shall without prejudice to any another remedies available to them in law, the Promoter shall at their own option be entitled to terminate the said Agreement.
- iv. The Alottee shall be liable to terminate the agreement if the Promoters fail to deliver the possession of the said Apartment by the Extended Date of Possession, i.e. 24 months from Date of Possession. Incase the Allottee does not intend to withdraw from the project or terminate the Agreement and intends to continue with the said Project then the Promoters shall be liable to pay the Alottee interest as provided under RERA for every month of delay, till the handing over of the possession of the said Apartment/shop.
- v. Upon the Promoters terminating this Agreement, the Allottees shall cease to have any right, title, interest, claim demand etc. of any nature whatsoever against the said Apartment or any part thereof and/or against the Promoters and the Promoters

shall be entitled to deal with and dispose off the said Apartment to any other person/s as it deems fit without any further act or consent of the Allottee.

- vi. Any profit and all other advantages and benefits arising from the sale of the said Apartment to a new Allottee shall be to the sole and exclusive credit of the Promoters and the Promoters shall be entitled to the said profits and all other advantages and benefits in respect thereof.
- vii. Provided further that upon termination of this Agreement as aforesaid, the Promoters shall, after deducting an amount equal to 20% of the total consideration payable hereunder, refund to the Allottee the balance of the sale price which the Allottee may have till then paid to the Promoters without any interest on the amount so refundable within a period of 12 months from the date of the termination.
- viii. The Allottee agrees that dispatch of the said refund cheque by the Promoters to the Allottee by registered post acknowledgement due at the address given by the Allottee in these presents irrespective of whether or not the Allottee accepts /en-cashes the cheque/s, will amount to the refund of sale price as aforesaid;

## **8. LOANS**

i. The Allottee hereby grants irrevocable consent to the Promoter to avail Credit facility/Term Loan and to create mortgage in respect of the said property and all the units constructed and/or to be constructed in the said building as a security for the repayment of the said amount alongwith interest and other monies that may become due and payable in respect of such Credit facility/Term Loan.

ii. The Allottee agrees and understands that any loan or financial assistance availed by them in connection with said Apartment shall at all times remain the sole responsibility of the Allottee.

iii. The Allottee further agrees that the Promoter shall not in any way be liable or responsible towards the repayment of the loan/financial assistance availed by the Allottee.

iv. The Allottee expressly agrees that so long as the Total Consideration payable to the Promoter and the Loan availed from the financial institution remains unpaid the Allottee shall not be permitted to

sell or transfer any rights in respect of the said Apartment without prior written approval of both the Promoters and also the Financial Institution.

v. The Allottee shall indemnify and keep indemnified the Promoters and their nominees and/or assigns from and against all claims, charges, damages, losses etc. that the Promoters and their nominees and/or assign may face due to any action initiated by the Financial Institution to recover the said Loan availed by the Allottee on account of any breach committed by the Allottee of the terms governing the Loan.

## **9. APPOINTMENT OF FACILITY MANAGEMENT COMPANY -**

i. Notwithstanding the other provisions of this Agreement, the Promoters shall be entitled to nominate any person (“project management agency”) for a period of 60 months commencing from the date on which the last unit in the said building was sold by the Promoters to manage, upkeep and maintain the Building together with other Building(s) and the Project Property, sewerage treatment plant, garbage, disposal system and such other facilities, that the Promoters may require to install, operate and maintain common areas, amenities, common facilities, car parking areas and open spaces. On expiry of the 60 months, the Common Organisation or the Federation may reappoint the Facility management Company or appoint another company.

ii. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Building(s) (including the Allottee’s proportionate share of the outgoings as provided under Clause above). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body / apex bodies.

iii. It is further expressly understood that the Promoters shall not in any manner be accountable, liable or responsible to any person including the Allottee and/or association / apex body / apex bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Building(s) and/or common areas, amenities and facilities thereto. In such event, the Allottee agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoters or the project management agency, including

without limitation, payment of the Allottee's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said property and common areas and facilities within the said property and buildings constructed thereon.

iv. The Allottee further agrees and undertakes to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoters/ Facility Management Company, for the purpose of framing rules for management of the Building and use of the Premises by the Allottee for ensuring safety and safeguarding the interest of the Promoters/Facility Management Company and other Allottees of premises in the Building and the Allottee also agrees and confirms not to raise any disputes/claims against the Promoters/Facility Management Company and other Allottees of premises in this regard.

vi. It is clearly understood and agreed by the Parties that –

- a. The Promoters reserve to themselves the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Property and any common rights of ways with the authority to grant such rights to the Allottee and/or users of apartment(s)/premises/unit in the Building(s) being constructed on the Project Property (present and future) at all times and the right of access to the Project Property for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Property and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project Property and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Property appurtenant to each and every Building(s) to be constructed on the Project Property (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Allottee/s /other occupants of apartment(s) / flat(s) /premises/units in Building(s) constructed on the Project Property till such time the Project Property is handed over to the

association/society/condominium/limited company/Apex Body.

- b. Necessary provisions for the above shall be made in the transfer documents to be deeds of transfer / assignment / declaration /deeds of Apartment to be executed in respect of the sale/transfer of apartment(s)/premises/units in the Building(s) to be constructed on the Project Property. The Allottee hereby expressly consents to the same.

#### **10. PARKING**

(i) The Allottee has requested the Promoter to allot a Mechanical Parking Slot. The Allottee understands that as the parking is mechanical there shall be no pre allotment of parking number/place.

(ii) The Allottee agrees and confirm that the Allottee shall prior to the possession of the said Apartment pay the full and final consideration towards the parking to the Promoters.

(iii) The Allottee understands that the said building has a provisions for a limited parking space and the parking space requested by the Allottee shall only be confirmed on receipt of payment.

(iv) The Allottee hereby confirms that, the Promoters have right to shift the parking space as they deem, fit and proper in the layout in order to provide maximum number of parking space to their Allottees and for which he hereby gives his consent for the same and shall not raise any objection of whatsoever nature, if the Promoters re-locate the parking space.

#### **11. FORMATION OF AN ORGANISATION AND EXECUTION OF CONVEYANCE -**

i. The Allottee alongwith other allottee(s)s of Apartments in the building shall join informing and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the

Promoters to the Allottee, so as to enable the Promoters to register the common organisation. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority;

ii. Where the Project consists of more than one building the Promoter shall form separate Common Organizations in respect of each building. The Promoter shall form a Federation consisting of all such Common Organizations after the Occupancy Certificate has been received for all the buildings which form a part of the said Project. As hereinabove mention the Promoter is in the process of acquiring and amalgamating adjoining properties in the vicinity of the said entire layout as mentioned hereinabove. The Allottee understands that the Promoters shall construct additional building/s on acquiring the adjoining properties and/or the said Excess Area and that the Promoter shall form the final Federation after the Occupancy Certificate has been received for all the buildings which form a part of the said Project.

iii. Within 18 months from the date of the Occupation Certificate or within 3 months of registration of the Federation/apex body of the Societies or Limited Company, the Promoters shall execute a Deed of Conveyance in respect of the structure of the said Building in favour of the Common Organization along with the FSI consumed for the said Building. The Allottee agrees and confirms that the Promoter shall still have the following rights 1) to dispose of any unsold units and receive the entire consideration amount and dues for the same; 2) to consume the entire balance FSI, TDR and any future additional increase in FSI and TDR due to change in the policies or law of any authority on the said entire Property; 3) to use all internal roads and all amenities and services for any such future or ongoing developments or otherwise.

iv. Within 18 months from the date of the Occupation Certificate for the last building within the said Project, the Promoters shall execute a Deed of Conveyance in respect of all of the Promoters right title and interest in said entire Property in favor of the Federation subject to and excluding the building conveyance and also subject to the right of the Promoters to 1) to dispose of any unsold units and received the entire consideration amount and dues for the same; 2) to consume the entire balance FSI, TDR and any future additional increase in FSI and TDR due to change in the policies or law of any authority on the said entire Property

3) to use all internal roads and all amenities and services for any such future or ongoing developments or otherwise.

v. The Allottee herein agree and confirm that the name of the said Building No. **D1** shall be known as “**VIHANG NOVA**” and this name shall not be changed;

vi. The Promoters shall not be liable or required to pay any transfer fees/charges and/or any amount, compensation what soever to the said Organisation for the sale/allotment or transfer of the unsold premises etc including giving the premises on lease, leave and license and /or otherwise in the said Building or the said entire Property even after the conveyance/lease is executed in favour of the said Organisation;

vii. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoters, the Allottee's share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the said entire property, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the said property to be executed in favour of the Apex Body or Federation;

viii. The Promoters hereby declares that out of the total sanctioned FSI for the said entire property, the Promoters have utilised the FSI admeasuring 6163.79 sq.mtrs. for construction of building No. D1 comprising of Ground + 1st to 14th Upper Floors consisting of Ground + 1st floor for Commercial Use and 2nd to 14th Upper Floors for Residential Use and further Promoters shall further revise the present sanction plan and use the FSI permissible under the Unified DCR in respect of the said eritne property by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project and intend to construct additional floor that may be permissible under the D. C. Rules.

## **12. AMENITIES –**

i. It is expressly agreed that the said Apartment contain specifications, fixtures, fittings and amenities as set out at in the **Annexure “B3 & B4”** annexed herewith and the Allottee hereby agrees, declares and confirms that save and except the said specification, fixtures, fittings

and/or amenities, the Promoters shall not be liable, required and/or obligated to provide any other specifications, fixture in the said Apartment. The Promoters shall be entitled to alter/change such specifications as may be permitted at any time here after; and

ii. It is agreed that the said Apartment shall be of R.C.C. structure with normal brick with cement plaster only. It is agreed that the said Building may contain common, fixtures, fittings and/or amenities as specified hereunder written.

iii. The Allottee shall also be entitle to use the common amenities and facilities in the said project are more particularly set out at in Annexure "B4";

### 13. ALLOTTEES'OBLIGATIONS

i. The Allottee shall use the said Apartment only for the purpose for which the same has been allotted. The Allottee shall use the car parking space/s, if allotted, only for the purpose of keeping or parking of the Allottee's own vehicle. The Allottee agrees not to change the user of the said Apartment without prior consent in writing of the Promoters and any unauthorised change of user by the Allottee shall render this Agreement voidable at the option of the Promoters and the Allottee in that event shall not be entitled to any right arising out of this Agreement.

ii. The Allottee shall make timely payment of the sale price / total considering and instalments mentioned herein along with all the other amounts as mentioned herein in the Agreement.

iii. The Allottee by himself/herself/themselves with intention to bind all persons into whose hands the said Apartment may hereinafter come, even after said Building is conveyed/leased in favour of the said Organization, is executed, hereby covenant/s with the Promoters as follows:

iv. Not to do or suffer to be done anything in or to the said Building and/or said Property or part thereof, said Apartment, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the said Building or to the said Apartment or any part thereof and shall maintain the said Apartment at the Allottee's own cost in good repair and condition from the Date of Possession on which the Allottee is permitted to use the said Apartment. 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 and also pay any penal charges levied by the authorities;

v. Not to store anything in the refuge floor nor store any goods in the said Apartment which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building and in case any damage is caused to the said Building on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs;

vi. Not to change the user of the said Apartment and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Apartment and not to cover or construct any thing on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas;

vii. To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. 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.

viii. Not to demolish or cause to be demolished the said Apartment or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Apartment or any part thereof and keep the portion, sewers, drains, pipes in the said Apartment and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Building;

ix. Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building and not cover/enclose the planters and service ducts or any of the projections from the said Apartment, within the said Apartment, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or

walls, partitions or other structural members in the said Apartment without the prior written permission of the Promoters/ concerned authorities/ said Organization as the case may be, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the said Building or do any act to affect the F.S.I potential of the said Property;

x. Not to affix any fixtures or grills on the exterior of the Building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Apartment. The Allottee shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee from the Promoters and the Allottee undertakes to not fix any grill having a design other than the standard design approved by the Promoters;

xi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the said Building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance;

xii. Not to delay / default in payment of the amounts to be paid to the Promoters in accordance with the terms of this Agreement and pay the same within fifteen days of demand by the Promoters, their share of security deposit demanded by any concerned local authority or government, for giving water, or any electric supply company for giving electricity or any other service connection to the said Building;

xiii. To bear and pay increase in local taxes, 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, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold;

xiv. Not to delay / default in payment of increase in local taxes, 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 from time to time;

xv. Not to transfer or assign the Allottee's right, interest or benefit under this Agreement and / or let, sub let, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and licence, on care taker, paying guest or tenancy basis or induct any person/s into or part with the said Apartment without the prior written consent of the Promoters. Such consent, if granted shall be subject to the terms and conditions imposed and stipulated by the Promoters. It has been clarified that such consent shall not be required by the Allottee, if the Allottee has performed and observed all the terms and conditions of this Agreement

and has made payment of the entire total consideration for the said Apartment;

xvi. Shall not do or permit or suffer to be done anything in or upon the said Apartment or any part of the said Building which is or may, or which in the opinion of the Promoters is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighborhood provided always that the Promoters shall not be responsible to the Allottee for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the said Building and the Allottee shall not hold the Promoters so liable;

xvii. Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Apartment or in or on the common stairways, refuge areas, corridors and passageways in and of the said Building. Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Apartment and/or the said Building nor litter or permit any littering in the common areas in or around the said Apartment and/or the said Building and at the Allottee's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Apartment and/or the said Building to the requirement and satisfaction of the Promoters and/or relevant government and statutory authorities;

xviii. Shall never in any manner permanently enclose any flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Apartment and keep the same unenclosed at all time. The Promoters shall have the right to inspect the said Apartment at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee and also to recover costs incurred for such demolition and reinstatement of the said Apartment to its original state;

xix. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 Apartments 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 stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

xx. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof;

xxi. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof;

xxii. Breach of any of the conditions stated herein shall cause this Agreement, to ipso facto, come to an end. Notwithstanding anything contrary hereto and without prejudice to all other rights that the Promoters may have against the Allottee either under this Agreement or otherwise, the Promoters shall have the right to terminate this Agreement upon breach of any of the aforesaid conditions after giving a notice of **Twenty days (20) days** to rectify the breach failing the consequences of termination shall follow as provided under this Agreement;

xxiii. In addition to the aforesaid conditions, the Allottee further binds himself/herself/themselves in respect of the said Apartment and covenants as under;

xxiv. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment into the compound or the refuge floor or any portion of the said Property and the said Building. If the Allottee or members of his/her family or any servant or guest of the Allottee commits default of this sub-clause then the Allottee shall immediately rectify any damage caused and default committed immediately at his/her own cost;

xxv. Shall not at any time cause or permit any public or private nuisance or use the loud speaker etc. in or upon the said Apartment, said Building or the said Property or any part thereof or do anything which

shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoters.

xxvi. Shall not do either by himself/itself or any person claiming through the Allottee anything which may or is likely to endanger or damage the said Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Building;

xxvii. Shall not display at any place in the said Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common area therein or in any other place or on the window, doors and corridors of the said Building;

xxviii. Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building or the exterior wall of the said Apartment or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff or any other thing whatsoever save and except the name of the Allottee in such places only as shall have been previously approved in writing by the Promoters in accordance with such manner, position and standard design laid down by the Promoters; and

xxix. Shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoters.

xxx. The Allottee shall use the car parking space only for purpose of parking the Allottee's own vehicles

xxxi. To pay to the Promoters/concerned authorities within 7 (seven) days of demand by the Promoters its share of security deposit demanded by concerned local authority or government for giving water, electricity or any other service connection to the building in which the said Apartment is situated.

xxxii. To clear and pay increase in Taxes, development charges, water charges insurances and such other fees, levies, if any, which are imposed by any Authority on account of change of use to the Apartment by the Allottee viz. user for any purposes other than for residential or otherwise.

xxxiii. The Allottee shall not sell, lease, let, sub-let, transfer, assign or part with Allottee's interest or benefit under this Agreement or part with the possession of the Apartment till such time that the OC is received and all the amounts payable by the Allottee are paid in full and the Allottee is not in breach of any of the terms and conditions of this Agreement. Any sale / transfer of the Apartment after this time shall require written approval from the Ultimate Organisation (and till such time that the Ultimate Organisation is formed, of the Promoter) to ensure that the inherent nature of the society is not compromised by bringing in any member who does not subscribe to the guideline and / or objectives of the Ultimate Organisation. Any document for Sale / Transfer / Lease etc. which is entered into without obtaining written approval of the Ultimate Organisation (and till such time that the Ultimate Organisation is formed, of the company) shall not be binding on the Promoters.

xxxiv. The Allottee agrees and acknowledges that the sample Apartment constructed by the Promoter and all furniture's items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing the Apartment and the Promoter is not liable / required to provide any furniture, items, electronic goods, amenities etc. as displayed in the sample Apartment other than as expressly agreed by the Promoter under this Agreement.

xxxv. The Allottee confirms that this Agreement is binding arrangement between the parties and overrides any other written and/or oral understanding including but not limited to the application form, allotment letter, brochure or electronic communication of any form.

xxxvi. Until a building conveyance / federation conveyance in favour of the ultimate organization / federation is executed and the entire project is declared by the Promoter as completed, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others at all reasonable times to enter into and upon the Apartment / building / Project / the said entire property and / or any part thereof to view and examine the state and condition thereof.

xxxvii. In the event the ultimate organization has been formed but there is / are units in the building that are not sold by the Promoter, till such time that such unsold Apartment/s is / are sold / leased, the property tax for such unsold apartments shall be payable by the Promoters as charged by the competent authorities and the common area maintenance charges shall be payable by the Promoters for such unsold apartments from the date of handover of the ultimate organization by the Promoters and not prior to the same.

xxxviii. The Allottee is aware that in order to ensure safety of the workmen and the Allottee shall not be allowed to visit the site during the time that the building is under construction. The Promoters shall provide photographic updates of the construction progress (quarterly or half yearly basis). The Allottee shall be given the opportunity for inspecting the Unit only after making payment of the Total Consideration.

xxxix. The Allottee hereby declares, agrees and confirms that the monies paid/payable by the Allottee under this Agreement towards the said Apartment is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any intravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time. The Allottee further agrees and confirms that in case the Promoters become aware and/or in case the Promoters are notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoters shall, at their sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Allottee shall not have any right, title or interest in the said Apartment neither have any claim/demand against the Promoters, which the Allottee hereby unequivocally agrees and confirms. In the event of such cancellation/termination, the monies paid by the Allottee shall be refunded by the Promoters to the Allottee in accordance with the terms of this Agreement for Sale only after the Allottee furnishing to the Promoters a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee.

xxxx. The Allottee, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and Rules made thereunder or any statutory amendment (s) / modification (s) made thereto and all other applicable laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India, etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfill its obligations under this agreement any refund, transfer of security, if provided in terms of the agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the reserve bank of India, he shall be liable for action under the FEMA as amended from time to time. The

Promoters accept no responsibility / liability in this regard. The Allottee shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment / remittances on behalf of any Allottee and such third party shall not have any right in the application / allotment of the said Apartment applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee only.

Xxxxii. The Allottee is aware that various Allottee/s have chosen to buy units in the project with the assurance that the conduct of all users of the project shall be appropriate and in line with high standards of social behavior. Similarly the Promoters have agreed to sell this apartment to the Allottee on the premise that the Allottee shall conduct himself/herself/themselves in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other Allottees in the project and / or the Promoters and/or the development. Any Allottee who indulges in any action which does not meet such standards shall be construed to be in default of his obligation under this agreement.

#### 14. MISCELLANEOUS –

- a. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said Property and the said Building or any part thereof.
- b. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters 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 hereinbefore mentioned.
- c. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or

Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

- d. After the Promoters execute this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.
- e. It is expressly agreed that the said Organisation will maintain the internal street lighting, common water tanks and water pipe lines and water connections and all other common services, benefits, facilities and advantages and will also maintain the recreation ground, fitness center etc. and it is hereby expressly agreed and confirmed between the parties that all such general facilities shall be for the use of the Allottees of the premises in the said Building and the Allottee shall pay proportionate share thereof. The proportionate share payable by the Allottee to the Promoters/ the said Organisation as may be determined by the Promoters/the said Organisation, shall be final and binding on the said Organisation and the Allottee. The Promoters shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the said Property, such contract shall be binding until the conveyance/lease in respect of the said Building is executed in favour of the said Organisation. Thereafter, the said Organisation will undertake to maintain said Building or any part thereof in the manner in which it was handed over save and except normal wear and tear of the property and the said Organisation shall create and maintain a Sinking Fund for the purpose of such maintenance.
- f. Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30(thirty) days from the

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

- g. 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 Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
- h. Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.
- i. Notwithstanding anything contrary to any of the clauses contained herein or in any other letter, no objection, permissions, deeds, documents and writings (whether executed now or in future by the Promoters) as also permission/no objections for mortgaging the said Apartment or creating any charge or lien on the said Apartment and notwithstanding the mortgages/charges/lien of or on the said Apartment, the Promoters shall have first and exclusive charge on the said Apartment and all the right, title and interest of the Allottee under this Agreement for recovery of any amount due and payable by the Allottee to the Promoters under this Agreement or otherwise.
- j. Notwithstanding anything contained herein, it is agreed between the parties hereto:
  - (i) that the sample flat if any, constructed by the Promoters and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of show casing the premises, and the Promoters are not liable, required and/or obligated to provide any furniture, items, electronic goods,

amenities etc. as displayed in the said sample flat, other than as expressly agreed by the Promoters under this Agreement.

15. **WAIVER –**

Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or any forbearance or giving time to the Allottee shall not be considered as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the remedies of the Promoters.

16. **SEVERABILITY -**

If any provision of this Agreement shall be determined to be void or unenforceable, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

17. **NOTICE –**

All notices to be served on the Allottee /Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or to the address of the addressee at his/her/their address hereinbefore mentioned and at the notified email address.

That in case there are Joint Allottees, all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to be considered as properly served on all the Allottees.

18. It shall be the duty of the Allottee and the Promoters 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 have been received by the Promoters or the Allottee, as the case may be.

The terms and conditions of this Agreement shall be binding on all transferees / assignees, from time to time, of the Premises and shall be enforceable against all such transferees /assignees.

19. The Promoters shall have the right to designate any space in the Plot / said property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the buildings that may be developed on the Plot / said property. The Promoters shall also be entitled to designate any space in the Plot / said property to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the Plot/said property and the buildings constructed thereon.

20. **STAMP DUTY AND REGISTRATION -**

The Allottee shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Apartment including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee's account.

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters' Office, after the Agreement is duly executed by the Allottee and the Promoters 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 will.

The Allottee and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office or registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

21. **GOVERNING LAW -**

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

22. **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 Authority as per the provisions of the Real Estate Regulation and Development Act, 2016, Rules and Regulations, thereunder.



WITNESSES:

(A) Name \_\_\_\_\_ Signature \_\_\_\_\_

(B) Name \_\_\_\_\_ Signature \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED

**Allottee:** (including joint buyers)

**SMT./SHRI**

Please affix  
x  
photograph and  
stamps

At \_\_\_\_\_ on \_\_\_\_\_

in the presence of WITNESSES:

(A) Name \_\_\_\_\_ Signature \_\_\_\_\_

(B) Name \_\_\_\_\_ Signature \_\_\_\_\_

Housiey.com

**RECEIPT**

RECEIVED of and from the Allottee above named the sum of **RS.**  
\_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **Only**) towards part  
payment as mentioned in caluse No.4(iv) hereianbove payable by  
him/her/them to us.

**We say received.**

**For M/s. VIHANG ENTERPRISES**

**Promoters**

Housiey.com