

**KOLTE-PATIL NIVASTI DEVELOPERS & BUILDERS LLP.**

**PROJECT : "LA VITA"**

**VASHI, NAVI MUMBAI**

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**APARTMENT NO. \_\_\_\_\_ ON \_\_\_\_\_ FLOOR.**

**1. MR. \_\_\_\_\_**

**2. MRS. \_\_\_\_\_**

**Mobile No. \_\_\_\_\_**

**AGREEMENT**

This Agreement for Sale (“**Agreement**”) made and executed at Navi Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**BETWEEN**

**KOLTE-PATIL NIVASTI DEVELOPERS & BUILDERS LLP** (PAN No. \_\_\_\_\_) ( **LLPIN- ABB- 3051**), (*formerly known as Nivasti Developers & Builders LLP*), a Limited Liability Partnership Firm incorporated under Limited Liability Partnership Act, 2008, having its office at- D – 4, First Floor, Big Splash, above Waman Hari Pethe, Plot 78/79, Sector – 17, Vashi, Navi Mumbai – 400 703, through its Authorized Signatory \_\_\_\_\_ hereinafter called ‘**PROMOTER**’ (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners of the said firm, the survivors, and their heirs, executors, administrators and the last surviving partner and his/her assigns) of the **FIRST PART**.

**AND**

*Whilst the Promoter shall endeavour to enter into agreements with allottees in the form substantially similar to this Draft Agreement For Sale Of Apartments, the Promoter reserves its right to make suitable modifications/amendments to this Draft Agreement For Sale Of Apartments as the circumstances may require*

Mr./Mrs./Ms. \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) son/daughter of \_\_\_\_\_, aged about \_\_\_\_\_ residing at \_\_\_\_\_ (Pan No. \_\_\_\_\_) hereinafter referred to as the "ALLOTTEE" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her heirs, executors, administrators successors-in interest and permitted assignees) of the OTHER PART

OR

Messrs. \_\_\_\_\_ a partnership firm registered under the provisions of the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_ (Pan No. \_\_\_\_\_) represented by its authorized partner, \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) hereinafter referred to as "ALLOTTEE" (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partner of partners for the time being of the said firm, the survivors or survivors of them and the heirs, executors, administrators of the last surviving partner and his/her assigns) of the OTHER PART.

OR

\_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at \_\_\_\_\_ hereinafter referred to as the "ALLOTTEE" (which expression shall, unless it be repugnant to the context or meaning thereof mean and include successors-in-title and permitted assigns) of the OTHER PART.

OR

Mr. \_\_\_\_\_ (Aadhar No. \_\_\_\_\_), son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as Karta of the HUF, Hindu Undivided Family (Pan No. \_\_\_\_\_) residing at \_\_\_\_\_ hereinafter referred to as the "ALLOTTEE" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its Karta, Coparceners and member for the time being and from time to time and the survivors or survivor of them and the heirs, executors, administrators and legal representatives of the last survivor of them and his/her/their permitted assigns) of the OTHER PART.

OR

\_\_\_\_\_ Trust, a private/public trust registered under the provisions of \_\_\_\_\_ having its registered office at \_\_\_\_\_, hereinafter referred to as the "ALLOTTEE" (which expression shall unless it be repugnant to the context or meaning thereof mean and include

its trustees for the time being and from time to time of the trust and the survivors or survivor of them and the their successor-interest and permitted assigns) of the OTHER PART.

The Promoter and the Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as the “**Party**”.

#### **WHEREAS**

- A. City and Industrial Development Corporation of Maharashtra Limited (“**CIDCO**”) is the owner of all that piece and parcel of land bearing Plot Nos. 9 to 18 bearing corresponding Survey No. 83A (part) and Survey No. 17 (part) admeasuring in the aggregate 4109.64 sq. mtrs or thereabouts situate, lying and being at Sector No.2, Vashi, Taluka and District Thane, Navi Mumbai – 400703 and falling within the jurisdiction of the Navi Mumbai Municipal Corporation (“**NMMC**”), hereinafter referred to as the “**Project Land**” and more particularly described in the **First Schedule** hereunder written;
- B. CIDCO constructed 10 (ten) buildings of B3 Type being Building Nos. 1 to 10 on the Project Land. Upon completion of construction of the said Buildings, CIDCO sold the said 160 residential apartments to individual purchasers vide registered agreements for sale and handed over possession of individual residential apartments to such flat purchasers;
- C. An association of flat purchasers was formed by the name B3 Type Apartment Owners Association (“**the said Association**”) and a Deed of Declaration dated 17<sup>th</sup> December, 1980 registered with the office of Sub-Registrar of Assurances at Thane under Serial No. P-121 of 1980 was executed and registered accordingly. The said Association was subsequently converted into a co-operative housing society namely Nivasti Tvisa Cooperative Housing Society Limited (“**the said Society**”) in the year 2019 under the provisions of Maharashtra Co-operative Societies Act, 1960;
- D. By an Indenture of Lease dated 18<sup>th</sup> February, 1981 (hereinafter referred to as “**the Principal Lease Deed**”) registered with the Office of Sub-Registrar of Assurances at Thane under Serial No. 59 of 1981 in original and bearing Serial No. 60 of 1982 in duplicate read with Supplementary Lease Deed dated 23<sup>rd</sup> September, 2019

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registered with the Office of Sub-Registrar of Assurances at Thane under Serial No. 13644 of 2019, CIDCO granted the Project Land on lease to the said Society for a period of 60 (Sixty) years commencing from 18<sup>th</sup> February, 1981 at or for the lease rent reserved and on certain terms, conditions and stipulations therein contained;

- E. The Society in its Meeting held on 3<sup>rd</sup> August, 2022 decided to redevelop the Project Land by following “Directive for Redevelopment of Buildings of Co-operative Housing Societies” issued vide Govt. Circular No. S.G.Y. 2007/L. No.554/14-C dated 3<sup>rd</sup> January 2009 under the provisions of Section 79(A) of Maharashtra Co-operative Societies Act, 1960;
- F. The Society conducted its Special General Body Meeting on 21<sup>st</sup> August, 2022 in the presence of the officer deputed by the Deputy Registrar Co-Operative Housing Societies and pursuant thereto the Deputy Registrar, Cooperative Housing Societies, Ward “T” issued its order dated 23<sup>rd</sup> September, 2022 whereby it granted its no-objection for the redevelopment of the Project Land by Nivasti Developers & Builders LLP;
- G. By a Redevelopment Agreement dated 13<sup>th</sup> June, 2023 made between the Society of the One Part and Nivasti Developers & Builders LLP of the Other Part and registered with the office of the Sub Registrar of Assurances at Thane under Serial No. 11435 of 2023 (“**Redevelopment Agreement**”), the Society granted development rights in respect of the Project Land in favour of Nivasti Developers & Builders LLP on the terms and conditions therein contained;
- H. As per the Redevelopment Agreement, Nivasti Developers & Builders LLP is required to construct and handover to the members of the Society new flats having the area as set out in the Redevelopment Agreement and in lieu of Nivasti Developers & Builders LLP undertaking the work of redevelopment, Nivasti Developers & Builders LLP become entitled to construct and sell the free sale area coming to the share of Nivasti Developers & Builders LLP as per the Redevelopment Agreement;
- I. The name of the LLP has changed from Nivasti Developers and Builders LLP to Kolte-Patil Nivasti Developers & Builders LLP. A fresh certificate of incorporation

consequent upon change of name was issued by the Registrar of the Companies on 31<sup>st</sup> May, 2024 to that effect;

J. By a Circular bearing No. 28/2021 dated 08/03/2021, MAHARERA has prescribed a standard format for “Legal Title Report”. Accordingly, Messrs. Kanga & Co have issued the Search and Title Report under the prescribed format on \_\_\_\_\_ in respect of the Project Land, copy whereof is annexed hereto and marked as **Annexure “A”**;

K. The Promoter has thereafter prepared the building plans and submitted the same to NMMC for approval;

L. NMMC has sanctioned the building plans and has granted Letter of Intent bearing No. NMMC/TPO/ADTP/1902/2023 dated 23<sup>rd</sup> August, 2023 and subsequently issued Commencement Certificate bearing No. JA/KRA/NMMP/NRV/1625/2024 dated 22<sup>nd</sup> May, 2024, a copy of Commencement Certificate is annexed hereto and marked as **Annexure “B”**;

M. The Promoter intends to undertake development on the Project Land which comprises of the following:

(i) **Building:**

1 (one) residential cum commercial building (“**Building**”) having basement + ground floor + 27 (twenty seven) upper floors comprising of parking in the basement, shops on the ground floor (which the Promoter is entitled to sell), studio apartments/service apartments on the ground floor, first floor and second floor (which the Promoter is entitled to sell except one studio apartment/service apartment that has to be handed over to one of the existing members of the Society) and residential flats from the third floor onwards which include the new flats to be constructed and handed over to the members of the Society and the free sale flats that the Promoter is entitled to sell;

(ii) **Mechanized Car Parking Tower:**

A separate mechanized car parking Building (“**Mechanized Car Parking Tower**”) consisting of total 256 car parking spaces for the exclusive use of the allottees of the residential flats and studio apartments/service apartments

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including the existing members of the Society as per the allotment done by the Promoter in case of the allottees and by the Society in case of the existing members of the Society;

(iii) Basement Car Parking:

The basement of the Building comprises of 24 (twenty four) mechanized car parking spaces and 18 (eighteen) surface car parking spaces which shall be allotted and used by the allottees of the shops and such allottees of the studio apartments/service apartments who have not been allotted car parking spaces in the Mechanized Car Parking Tower. All the car parking spaces in the basement shall be accessible through car lift.

(iv) Scooter parking:

There are several scooter parking spaces that shall be provided in the basement and on the ground floor of the Building which scooter parking spaces shall be used by those allottees in the Project to whom such scooter parking spaces are allotted by the Promoter. All the scooter parking spaces in the basement shall be accessible through car lift.

(v) Common Areas and Amenities:

(a) There is 1 (one) recreational ground measuring 392.776 sq. mtrs which is located on ground level (mother earth) as per the sanctioned plan and several amenities are intended to be provided on the said recreational ground.

(b) Further, there is a landscape garden area measuring 1065.998 sq. mtrs located on the 3<sup>rd</sup> floor of the said Building as per the sanctioned plan and several amenities are intended to be provided on the said landscape garden area .

(c) The said recreational ground, landscape garden area and the amenities to be provided on the said recreational ground and landscape garden area respectively shall be used, enjoyed and maintained by the existing members of the Society and by the allottees of the Project (comprising of allottees of shops, residential flats and studio apartments/service apartments) in the manner of sharing as set out in **Annexure "C"** annexed hereto.

(d) As shown in **Annexure "C"** annexed hereto, the landscape garden area and the amenities to be provided thereon shall not be available for the use of the allottees of the shops and the studio apartments/service apartments. However, it is clarified that due to certain planning constraints, 1(one) of the existing member of the Society will be allotted a studio apartment/service apartment

instead of a residential flat and such existing member shall be entitled to use such landscape garden area and the amenities to be provided thereon and such existing member shall be liable to contribute towards its maintenance.

(e) In case if part occupation certificate in respect of the shops and/or the studio apartments/service apartments in the Project is received prior to the residential flats then in that event the Promoter shall be entitled to offer and handover possession and the allottee shall take the possession of such shops and/or studio apartments/service apartments and in such a case only certain Common Areas and Amenities, Other Common Areas and Utilities and Services shall be ready and provided to the allottee/s of the shops and studio apartments/service apartments at the time of offering possession, which Common Areas and Amenities, Other Common Areas and Utilities and Services are listed out in **Annexure “D”**. The balance remaining Common Areas and Amenities, Other Common Areas and Utilities and Services to be provided to the allottees of the shops and/or studio apartments/service apartments as the case maybe shall be provided only upon full occupation certificate in respect of the Project being procured by the Promoter.

(vi) Other Common Areas:

There are several other common areas in the Project. The said other common areas in the Project shall be used, enjoyed and maintained by the existing members of the Society and by the allottees of the Project (comprising of allottees of shops, residential flats and studio apartments/service apartments) in the manner of sharing as set out in **Annexure “E”** annexed hereto.

(vii) Utilities and Services:

There are several utilities and services that are being provided in the Project. The said utilities and services to be provided in the Project shall be used, enjoyed and maintained by the existing members of the Society and by the allottees of the Project (comprising of allottees of shops, residential flats and studio apartments/service apartments) in the manner of sharing as set out in **Annexure “F”** annexed hereto.

(viii) Entry and exit:

(a) The allottees of the shops shall have direct access from the 38 mtr wide road on the east side of the Project Land;

- (b) The entry and exit for the allottees of the residential flats and existing members of the Society shall be from the 11 mtr. wide road on the north side of the Project Land;
  - (c) The entry and exit for the allottees of the studio apartments/service apartments shall be from the 15 mtr. wide road on the south side of the Project Land;
  - (d) The entry and exit including the passenger lifts shall be separate for the allottee/s of residential flats and the existing members of the Society and shall be separate for allottees of shops and studio apartments/service apartments in the Project.
- (ix) Passenger Lift:
- (a) The allottees of the residential flats and the existing members of the Society shall access their respective flats through 3 (three) passenger elevators from the ground floor entrance lobby on the west side of the Project Land.
  - (b) The allottees of the studio apartments/service apartments shall access their respective apartments through 1 (one) passenger elevators from the ground floor entrance lobby on the south side of the Project Land
- (x) Underground water tank:
- The underground water tank shall have 2 (two) separate compartments with 2 (two) separate meters. One compartment shall be provided for the allottees of the residential flats and the existing members of the Society and the other compartment shall be used in common by the allottees of the shops and the allottees of the studio apartments/service apartments.
- (xi) Electric meter rooms:
- There shall be 2 (two) separate electric meters rooms. One electric meter room shall be provided for the allottees of the residential flats and the existing members of the Society and the other electric meter room shall be used in common by the allottees of the shops and the allottees of the studio apartments/service apartments.
- (xii) Revision in location of recreational ground:
- Subject to NMMC granting its sanction, the Promoter intends to shift the recreational ground admeasuring 392.776 sq. mtrs towards the west side boundary of the Project Land resulting into a space being created between the building line and the recreational ground. It is clarified that such shifting shall not reduce the area of the recreational ground. If such a revision is sanctioned by

NMMC then the space in the form of a strip of land that shall be created between the recreational ground and the building line shall be available for the allottees of the shops to access their respective shops. The Allottee hereby confirms that it has understood this proposed revision and hereby permits the Promoter to undertake necessary steps to give effect to the same.

(xiii) Area under road widening:

As per the sanctioned plan dated 22<sup>nd</sup> May, 2024, an area admeasuring 232.718 sq. mtrs is required to be handover to the competent authority for the proposed D.P road widening/service road/highway widening. Upon the said handover taking place the area of the Project Land shall stand reduced to 3876.922 sq. mtrs or thereabouts.

(xiv) Visitor parking spaces:

- (a) From and out of the aforesaid car parking spaces, 13 (thirteen) car parking spaces shall be used as visitor parking spaces for the allottees of the residential flats, existing members of the Society and allottees of the studio apartments/service apartments.
- (b) From and out of the aforesaid scooter parking spaces, 13 (thirteen) scooter parking spaces shall be used as visitor parking spaces for the allottees of the residential flats, existing members of the Society and allottees of the studio apartments/service apartments.

- N. The estimated date of completion of the Project is 30<sup>th</sup> November, 2028 subject to Force Majeure (*as defined below*);
- O. The aforesaid Project comprises of both the new flats of the existing members of the Society and free sale area that the Promoter is entitled to construct and sell;
- P. The name of the Society shall always be “Nivasti Tvisa Co-operative Housing Society Limited”. The Promoter however, is entitled to market and/or sell and promote the Project as **“LA VITA BY KOLTE-PATIL NIVASTI DEVELOPERS & BUILDERS LLP”**;
- Q. The Promoter has in the recitals of this Agreement read with the operative part of this Agreement made complete disclosures relating to the layout relating to the Project;

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- R. The Allottee has fully understood the present and proposed constructions that have been carried out and that will be carried out on the Project Land from time to time and has given his/her/their express consent for the proposed development and construction work;
- S. The Promoter has entered into a Standard Agreement with Dimensions Architects Private Limited, an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects;
- T. The Promoter has appointed JW Consultants for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Project;
- U. The Promoter has granted inspection to the Allottee of all the documents in respect of the Project Land and the plans, designs and specifications prepared by the Promoter's Architect and of such other documents as are specified under the Maharashtra Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**the said Act**") and the rules made thereunder (hereinafter referred to as "**the said Rules**");
- V. The Allottee has satisfied himself/herself/themselves with regards to the title of the Project Land and the rights of the Promoter to develop the Project Land and has clearly understood the scheme of the Project to be constructed on the Project Land as disclosed under this Agreement;
- W. The Promoter has registered the Project under the name of "**LA VITA**", under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority (RERA) on \_\_\_\_\_ under No. \_\_\_\_\_;
- X. The Allottee has applied to the Promoter for allotment of a \_\_\_\_\_ *[insert either (residential flat) / (studio apartment/service apartment) / (shop)]*

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admeasuring approximately \_\_\_\_\_ sq. mtr. Carpet Area in the Building forming part of the Project “LA VITA that is being constructed on the Project Land;

Y. As per the requirement of the Allottee, the Allottee has been offered an \_\_\_\_\_ *[insert either (residential flat) / (studio apartment/service apartment) / (shop)]* bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq.mtr. Carpet Area on the \_\_\_\_\_ floor of the Building more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as “Apartment”) in the Project “LA VITA” that is being constructed on the Project Land;

Z. The carpet area of the said Apartment is \_\_\_\_\_ sq. mtr. and “carpet area” shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the apartment (if applicable) for exclusive use of the Allottee, or verandah area (if applicable) and exclusive open terrace area appurtenant to the Apartment (if applicable) for exclusive use of the Allottee (if any), but includes the area covered by the internal partition walls of the Apartment;

AA. Being fully satisfied with the representations made by the Promoter and having clearly understood the same, the Allottee has agreed to purchase the Apartment and on the basis of the confirmations and undertakings given by the Allottee to observe, perform and comply with all terms, conditions and provisions of this Agreement and on the express confirmation by the Allottee that it/he/she/they has/have understood, accepted and agreed to the disclosures made by the Promoter under this Agreement, the Promoter has agreed to allot and sell the said Apartment to the Allottee for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) and on the terms and conditions hereinafter appearing;

BB. The Promoter is required to execute a written Agreement for Sale in respect of the said Apartment in favour of the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908;

CC. The Parties have gone through all the terms and conditions set out in this Agreement and have understood their respective rights and obligations detailed herein;

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- DD. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- EE. 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 under all the Applicable Laws, are now willing to enter into this Agreement on the terms and conditions hereinafter appearing.

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

**1. DEFINITIONS**

- 1.1 “Act” shall mean The Real Estate (Regulation and Development) Act, 2016 and the rules and regulations framed in respect thereof together with all such amendments, modifications and/or re-enactments related thereto;
- 1.2 “Agreement” shall mean this Agreement for Sale, including all recitals and schedules herein and all annexures annexed hereto and shall also include any written modification hereof executed by and between the Promoter and the Allottee;
- 1.3 “Allottee’s Interest” shall mean the interest payable by the Allottee to the Promoter at 2 (two) percent above the State Bank of India Marginal Cost of Lending Rate, prevailing on the date on which the amount payable by the Allottee to the Promoter becomes due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then the benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public shall be the rate of interest;
- 1.4 “Apartment” shall mean the \_\_\_\_\_ [*insert either (residential flat) / (studio apartment/service apartment) / (shop)*] having \_\_\_\_\_ [*insert (residential in case of residential flat or studio apartment/service apartment) / (commercial) in case of shops*] user located in the Building and more particularly described in the Second Schedule hereunder written and shown with red colour boundary line on the typical floor plan annexed hereto and marked as “Annexure G”;
- 1.5 “Applicable Law” shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, guidelines, policies, notices, directions, judgements, decrees, conditions of any regulatory approval or license issued by a Government,

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Government Authorities, Statutory bodies, Competent Authorities and judgments and other requirements of any Statutory and relevant Body/Authority;

- 1.6 **“Approvals”** shall mean and include but shall not be limited to all the present and future sanctions and/or approvals as well as all other sanctions, permissions, licenses, letters, no objection certificates, exemptions, letters of intent, annexures, intimations of disapproval, commencement certificates, occupation certificates, notifications, sanction of layout plans, sanction of building plans and such other documents/writings by whatever name called that envisage the grant of approvals for enabling/facilitating construction/development together with renewals, extensions, revisions, amendments and modifications thereof from time to time that have been obtained / shall be obtained from sanctioning bodies / authorities in respect of the building to be constructed on the Project Land or any part or portion of the Project Land;
- 1.7 **“Building”** shall mean 1 (one) building comprising of basement + ground floor + 27 (twenty seven) upper floors to be constructed by the Promoter on the Project Land;
- 1.8 **“Business Day”** shall mean a day, except Saturdays, Sundays or any public holiday, on which banks are generally open for business in Mumbai, Maharashtra, India;
- 1.9 **“Carpet Area”** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to apartment for exclusive use of the allottee or verandah area and exclusive open terrace area appurtenant to the apartment for exclusive use of the allottee, but includes the area covered by the internal partition walls of the apartment (if any);
- 1.10 **“Common Areas and Amenities” shall mean** the common areas and amenities enumerated in Recital M (v) and Clause 7.2 (v) of this Agreement;
- 1.11 **“Other Common Areas” shall mean** the other common areas enumerated in Recital M (vi) and Clause 7.2 (vi) of this Agreement;
- 1.12 **“Covered Parking Space”** shall mean an enclosed or covered area as approved by the Competent Authority as per the applicable Development Control Regulations for parking of vehicles of the allottee/s which shall be either in the Mechanized Car Parking Tower or in the mechanized parking in the basement of the Building as stated in Clause 4.1 of this Agreement but shall not include a garage and/or open parking;
- 1.13 **“Force Majeure Event”** shall mean and include the following events / circumstances which jointly and/or severally, directly and/or indirectly, impact /

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impede the development activities that are intended to be carried out on the Project Land:

- (i) war, civil commotion, Act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court;

1.14 **“FSI”/“Paid FSI”/“Premium Paid FSI”** shall mean the Floor Space Index and related building potential, present and future, as defined and enumerated under various statutes, schemes, circulars, notifications etc. provided under the laws applicable in the State of Maharashtra, that can be consumed on the Project Land till the date of completion of the Project on the Project Land;

1.15 **“Internal Apartment Specifications”** shall mean the amenities, fixtures and fittings listed in the **Annexure “H”** annexed hereto proposed to be provided by the Promoter in the said Apartment;

1.16 **“Intimation to take Possession”** shall mean the written intimation that shall be given by the Promoter to the Allottee to take possession of the Apartment within a period of 30 (thirty) days from the date of the intimation;

1.17 **“Mechanized Car Parking Tower”** shall mean mechanized car parking tower as enumerated in Recital M(ii) and Clause 7.2(ii) of this Agreement;

1.18 **“Party”** shall mean the Promoter and/or the Allottee individually;

1.19 **“Parties”** shall mean the Promoter and the Allottee collectively;

1.20 **“Plans”** shall mean the drawings, plans, layout and such other specifications as approved and sanctioned by the NMMC and other concerned statutory bodies and authority/ies in respect of the Project together with amendments, modifications and alterations related thereto together with all future plans, drawings and layouts as may be submitted by the Promoter from time to time and approved by the authorities in respect of the Project;

1.21 **“Possession Date”** shall mean the date on which the 30(thirty) days notice period under the Intimation to take Possession expires OR the date on which the Allottee takes possession of the Apartment, whichever is earlier;

1.22 **“Project”** shall mean the construction and development of the Building comprising of 1(one) residential cum commercial building having basement + ground floor+ 27 (twenty seven) upper floors on the Project Land alongwith 1 (one) Mechanized Car Parking Tower;

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- 1.23 “**Project Completion**” shall mean the completion of Project by 30<sup>th</sup> November, 2028, subject to Force Majeure;
- 1.24 “**Project Land**” shall mean all that piece and parcel of land bearing Plot Nos. 9 to 18 bearing corresponding Survey No. 83A (part) and Survey No. 17 (part) admeasuring in the aggregate 4109.64 sq. mtrs or thereabouts situate, lying and being at Sector No.2, Vashi, Taluka and District Thane, Navi Mumbai – 400703 and falling within the jurisdiction of NMMC and more particularly described in the **First Schedule** hereunder written;
- 1.25 “**Promoter’s Interest**” shall mean the interest payable by the Promoter to the Allottee at 2 (two) percent above the State Bank of India Marginal Cost of Lending Rate, prevailing on the date on which the amount payable by the Promoter to the Allottee becomes due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then the benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public shall be the rate of interest;
- 1.26 “**Society**” shall mean Nivasti Tvisa Co-operative Housing Society Limited having Registration No. N.B.O.M/CIDCO/HSG/(T.C)/7848 /JTR/ 2018-19;
- 1.27 “**Utilities and Services**” shall mean the utilities and services enumerated in Recital M (vii) and Clause 7.2 (viii) of this Agreement.

## **2. INTERPRETATION**

Except where the context requires otherwise, this Agreement will be interpreted as follows:

- 2.1 The recitals recited hereinabove, annexures and schedules hereto shall form an integral part of this Agreement as if the same are set out and incorporated herein in verbatim;
- 2.2 Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
- 2.3 Words importing the singular shall include plural and vice versa;
- 2.4 Reference to recitals, clauses, schedules and annexures are to recitals, clauses, schedules and annexure of this Agreement;
- 2.5 All words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neutral gender;

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- 2.6 The expressions "hereof, "herein" and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular clause or provision in which the relevant expression appears;
- 2.7 References to "Rupees" and "Rs." are references to the lawful currency of India;
- 2.8 Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;
- 2.9 A day, month or year means a day, month or year, as the case may be, reckoned according to the Gregorian Calendar; and
- 2.10 Where the day on or by which anything is to be performed falls on a day, which is not a Business Day, then that thing shall be done on the next Business Day.

### **3. ALLOTMENT AND CONSIDERATION**

- 3.1 The Promoter shall construct the Project on the Project Land in accordance with the Approvals and Plans. The Promoter shall obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee and not otherwise. If any alteration or addition is required by any Government Authorities or due to change in the Applicable Law then no consent of the Allottee shall be sought.
- 3.2 Subject to the terms and conditions of this Agreement, the Allottee hereby agrees to purchase and acquire from the Promoter and the Promoter agrees to sell to the Allottee the Apartment at or for the consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** payable by the Allottee to the Promoter in the manner set out in the Third Schedule hereunder written ("**Consideration**").
- 3.3 The Allottee has paid on or before execution of this Agreement the booking amount as set out in the Third Schedule hereunder written.
- 3.4 The Consideration in respect of the said Apartment shall be paid by the Allottee in the manner provided in the Third Schedule hereunder written.
- 3.5 The payment of the Consideration and the installments related thereto shall be subject to the deduction of tax ("**TDS**"), as provided under the provisions of the Income Tax Act, 1961. The Allottee hereby agrees and undertakes to make timely payment of the TDS in the manner provided under the Income Tax Act, 1961 and shall within 3 (three) days from the date of the payment being made provide the original TDS Certificates to the Promoter. The Allottee hereby agrees and undertakes that the

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Allottee shall solely be responsible for all consequences related to the non-payment of TDS to the Income Tax Authorities and non-delivery of the TDS Certificate to the Promoter on time and any consequences related to non-payment including levy of penalties, interest, etc. shall be solely to the account of the Allottee and the Allottee shall indemnify and keep indemnified the Promoter in respect thereof. It shall be the sole responsibility of the Allottee to bear and pay the GST amount on or about execution of these presents or as becomes applicable from time to time for this transaction.

- 3.6 The Consideration payable above excludes taxes (consisting of tax paid by the Promoter or payable by way of, GST and cess or any other similar taxes) and the same, as and when it is levied and/or arises shall be borne and paid by the Allottee alone and the Promoter shall at no point in time be liable, responsible and/or required to bear and/or pay the same or any part thereof. The Allottee shall also fully reimburse the costs and expenses that may be incurred by the Promoter by reason of any legal proceedings that may be instituted by any Government and/or Statutory and/or Revenue Body/Authorities against the Promoter or vice versa on account of such liability that may arise and/or be levied upon the Promoter. Further, in an event additional taxes are levied in any manner or form by any Government Authority by virtue of change in law or otherwise then the Allottee shall solely be liable to make payment of such additional taxes.
- 3.7 The Consideration 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter 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.
- 3.8 The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of Building is completed and the full occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area subject to variation cap of 3% (three percent). The total price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area within the defined limit, then

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the Promoter shall refund excess money paid by the Allottee, within 45 (forty five) days with annual interest at the rate specified in the rules, from the date when such excess amount was paid by the Allottee. If there is any increase in the Carpet Area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the payment plan provided in the Third Schedule. All these monetary adjustments shall be made at the same rate per square meter as derived from the Third Schedule of this Agreement. It is clarified that incase if part occupation certificate is obtained with respect to shops and/or studio apartments/service apartments then in that event the Promoter shall be at liberty to confirm the final Carpet Area with respect to said shops and/or studio apartments/service apartments at the time when construction in respect thereof is completed and part occupation certificate in respect thereof is granted by competent authority.

3.9 If the Allottee requests (in writing) to the Promoter, the Promoter may, at the Promoter's discretion, permit the Allottee to make payment of any, or all, installment/s of the purchase price, prior to the same becoming payable, and at any interval/s or time/s. The Allottee states and confirms that the aforesaid will be done at his/her/their specific request and the Promoter will not be liable for any adverse implications under RERA in this regards. If the Allottee makes such a request to the Promoter, and the same is accepted by the Promoter, then the Allottee shall have no right or option to reverse, or withdraw his/her/their/its request and he/she/they/it shall be bound and liable to make the preponed payment/s of the installment/s of the purchase price, as permitted by the Promoter.

3.10 The Allottee hereby authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head/s of dues against lawful outstanding, if any, in his/her/their name as the Promoter may, in its sole discretion, deem fit and the Allottee hereby agrees and undertakes not to object to the same or demand from or direct the Promoter in any manner contrary thereto.

3.11 The Allottee agrees and undertakes to make timely payments of the instalments and other dues payable by him/her/them and meet with the other obligations under this Agreement.

3.12 The Allottee shall make all payments of the Consideration due and payable to the Promoter on the basis of the payment plan set out in Third Schedule of this Agreement through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of “\_\_\_\_\_”.

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In case of any financing arrangement entered into by the Allottee with any financial institution with respect to the purchase of the Apartment, the Allottee undertakes to direct such financial institution to pay all such amounts towards the Consideration on respective milestones as mentioned in Third Schedule of this Agreement and the Allottee shall ensure that such financial institution shall disburse/pay all such amounts towards the Consideration due and payable to the Promoter through an account payee cheque/demand draft wire transfer/ any other instrument drawn in favour of “\_\_\_\_\_”. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Apartment and shall be construed as a breach on the part of the Allottee, in which event the Promoter shall be entitled to terminate this Agreement in the manner stated in this Agreement and the consequences of termination as recorded in this Agreement shall follow. An intimation forwarded by the Promoter to the Allottee alongwith the architect certificate that a particular stage of construction is completed shall be sufficient proof that the particular stage/milestone is completed. The architect certificate submitted by the Promoter alongwith the demand letter certifying the completion of the concerned milestone shall be final, binding and conclusive and the Allottee agrees that the Allottee shall not raise any dispute in regards to the authenticity and validity of the architect certificate and shall not seek any further documents from the Promoter regards to the completion of the necessary milestones.

3.13 The Allottee may obtain finance from any financial institution/bank or any other source for purchase of the Apartment at his/her/their cost and responsibility. The Allottee’s obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee’s ability or competency to obtain such financing and the Allottee will always remain bound to make payment of the Consideration and other amounts payable under the terms of this Agreement. The Promoter shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the Apartment on any ground or revokes the loan already granted. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Allottee shall not make such refusal/ delay an excuse for non-payment of any instalments / dues to Promoter within stipulated time as per the payment plan in mentioned in Third Schedule of this Agreement. The right of the Promoter to receive the Consideration shall be superior to the right of the Bank that shall provide the aforesaid financial assistance / loan to

the Allottee. By granting the loan, it shall be deemed that the Bank has understood and acknowledged the superior right of the Promoter.

3.14 If the Allottee requests (in writing) to the Promoter, the Promoter may, at the Promoter's discretion, permit the Allottee to make payment of any, or all, installment/s of the purchase price, prior to the same becoming payable, and at any interval/s or time/s. The Allottee states and confirms that the aforesaid will be done at his/her/their specific request and the Promoter will not be liable for any adverse implications under RERA in this regards. If the Allottee makes such a request to the Promoter, and the same is accepted by the Promoter, then the Allottee shall have no right or option to reverse, or withdraw his/her/their/its request and he/she/they/it shall be bound and liable to make the preponed payment/s of the installment/s of the purchase price, as permitted by the Promoter.

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

3.16 The Allottee agree and undertake to make timely payments of the instalments and other dues payable by him/her and meet with the other obligations under this Agreement.

3.17 In the event the Promoter completes construction of any milestones and/or of the Building before time, then the Allottee hereby agrees and undertakes to pay the Consideration amount payable for early completed stage as per the payment linked to the stage immediately on demand. Further, the Promoter shall not provide early payment discount in case the construction has been completed before the agreed timeline.

#### **4. PARKING SPACES-**

4.1 The Allottee shall have the exclusive right to use \_\_\_\_\_ covered parking space located in the \_\_\_\_\_ [*insert Mechanized Car Parking Tower or Basement Car Parking*] admeasuring \_\_\_\_\_ sq. ft. having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breadth x \_\_\_\_\_ ft. vertical clearance as allotted by the Promoter. No consideration will be payable by the Allottee to the Promoter in respect of the said Covered Parking Space.

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4.2 The Allottee shall use the aforesaid parking space for the limited and restricted purpose of parking his/her/their light motor vehicles and for no other purpose whatsoever.

4.3 The Allottee hereby accepts and confirms the aforesaid parking space and agrees and undertakes that he/she/they/it shall not demand for any other parking space and shall not have a choice to choose from and out of the other parking spaces in the Project.

4.4 The Promoter has in accordance with the Applicable Law provided for necessary covered parking spaces.

4.5 The Allottee hereby unconditionally agrees not to raise any claim or dispute with respect to the Covered Parking Space with the Promoter any time hereafter. The Allottee further agrees to indemnify and keep indemnified the Promoter forever with respect to any loss, harm, prejudice caused to the Promoter in the event action/claim/dispute is made by the Allottee or his/her/their heirs, executors, administrators or assigns against the Promoter with regards thereto.

4.6 Though the allottees who are allotted Covered Car Parking Spaces in the Mechanized Car Parking Tower shall have a right to use the allotted car parking space, it shall not be possible to fix the location of the said Covered Car Parking Spaces since the Mechanized Car Parking Tower shall be operated through an automated system. The allottees car shall be parked at the covered car parking space that is available when the allottees seeks to park his/her/its car through an automated system.

## **5. DEFAULT IN PAYMENT OF CONSIDERATION**

5.1 The Allottee agrees to pay to the Promoter, Allottee's Interest, (as defined above), on all the outstanding amounts alongwith principal amount/ instalment/s which become due but remain unpaid by the Allottee to the Promoter under the terms of this Agreement. The Allottee's Interest shall be payable from the date the concerned payment becomes due and payable by the Allottee as per the Third Schedule till the date of actual payment.

5.2 In addition to the liability of the Allottee to pay the Allottee's Interest, the Allottee shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by the Promoter for the purpose of enforcing payment of and recovery from the Allottee any amount or dues whatsoever payable by the Allottee under this Agreement.

## **6. INTERNAL APARTMENT SPECIFICATIONS**

6.1 The Internal Apartment Specifications to be provided in the said Apartment are set out in **Annexure “H”** annexed hereto.

6.2 The Allottee confirms that the Promoter shall not be liable to provide any other fixtures and fittings in the Apartment save and except those mentioned in **Annexure “H”**. However, in the event of an unreasonable rise in the prices of the fixtures and fittings assured under **Annexure “H”** and/or shortage in the availability of such fixtures and/or fittings, the Promoter shall endeavour to obtain similar quality internal apartment specifications to ensure that the Promoter meets with the assurance given to the Allottee. The Allottee hereby agrees and undertake that the Allottee shall not raise any objection or dispute in the event of there being any marginal difference in the quality/standard of the Internal Apartment Specifications.

6.3 The Allottee hereby confirms that the Promoter has full right to change the fixtures and fittings to be provided, in the circumstances wherein there is an uncertainty about the availability of fixtures and fittings required to be provided, either in terms of quantity and quality and/or delivery and/or for any other reason beyond the control of the Promoter. The Allottee agrees not to claim any reduction or concession in the Consideration on account of any change or substitution in the Internal Apartment Specifications.

6.4 Prior to taking possession of the Apartment, the Allottee shall satisfy himself/herself/themselves in respect of the Internal Apartment Specification. Once possession is taken, the Allottee shall not be entitled to raise any demands or make any claims thereafter.

## **7. LAYOUT**

7.1 The Promoter has made the following disclosures to the Allottee:

- (i) CIDCO is the owner of the Project Land;
- (ii) The Society has leasehold rights of the Project Land;
- (iii) CIDCO granted its no-objection vide its letter bearing reference no. CIDCO/EMS/Apt/Vashi/2018/1265 dated 1st October 2018, for conversion of the said Association to a Co-operative Housing Society and granted its permission to the Association to submit their proposal to the Joint Registrar Co-operative Societies, CIDCO for the purposes of registering their Society along with the list of members of the Association.

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- (iv) The Society and the Promoter have entered into a registered Redevelopment Agreement for the redevelopment of the Project Land;
- (v) Messrs. Kanga & Co have issued the Search and Title Report under the prescribed format on \_\_\_\_\_ in respect of the Project Land, copy whereof is annexed hereto and marked as **Annexure "A"**;
- (vi) The Promoter has got absolute right and full power to develop the Project Land described in the First Schedule hereunder written and construct the Project thereon;
- (vii) The Promoter has registered the Project under the name of "LA VITA", under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority (RERA) on \_\_\_\_\_ under No. \_\_\_\_\_;
- (viii) The estimated date of completion of the Project by 30<sup>th</sup> November, 2028 subject to Force Majeure (as defined below);
- (ix) The aforesaid Project comprises of both the new flats of the existing members of the Society and the free sale area coming to the share of the Promoter;
- (x) The name of the Society shall always be "Nivasti Tvisa Co-operative Housing Society Limited". The Promoter shall however, be entitled to market and/or sell and promote the Project as "LA VITA" by Kolte-Patil Nivasti Developers & Builders LLP.

7.2 The Promoter intends to undertake development on the Project Land which comprises of the following:

(i) Building:

1 (one) residential cum commercial building ("**Building**") having basement + ground floor + 27 (twenty seven) upper floors comprising of parking in the basement, shops on the ground floor (which the Promoter is entitled to sell), studio apartments/service apartments on the ground floor, first floor and second floor (which the Promoter is entitled to sell except one studio apartment/service apartment that has to be handed over to one of the existing members of the Society) and residential flats from the third floor onwards which include the new flats to be constructed and handed over to the members of the Society and the free sale flats that the Promoter is entitled to sell;

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## (ii) Mechanized Car Parking Tower:

A separate mechanized car parking Building (“**Mechanized Car Parking Tower**”) consisting of total 256 car parking spaces for the exclusive use of the allottees of the residential flats and studio apartments/service apartments including the existing members of the Society as per the allotment done by the Promoter in case of the allottees and by the Society in case of the existing members of the Society;

## (iii) Basement Car Parking:

The basement of the Building comprises of 24 (twenty four) mechanized car parking spaces and 18 (eighteen) surface car parking spaces which shall be allotted and used by the allottees of the shops and such allottees of the studio apartments/service apartments who have not been allotted car parking spaces in the Mechanized Car Parking Tower. All the car parking spaces in the basement shall be accessible through car lift.

## (iv) Scooter parking:

There are several scooter parking spaces that shall be provided in the basement and on the ground floor of the Building which scooter parking spaces shall be used by those allottees in the Project to whom such scooter parking spaces are allotted by the Promoter. All the scooter parking spaces in the basement shall be accessible through car lift.

## (v) Common Areas and Amenities:

(a) There is 1 (one) recreational ground measuring 392.776 sq. mtrs which is located on ground level (mother earth) as per the sanctioned plan and several amenities are intended to be provided on the said recreational ground.

(b) Further, there is a landscape garden area measuring 1065.998 sq. mtrs located on the 3<sup>rd</sup> floor of the said Building as per the sanctioned plan and several amenities are intended to be provided on the said landscape garden area .

(c) The said recreational ground, landscape garden area and the amenities to be provided on the said recreational ground and landscape garden area respectively shall be used, enjoyed and maintained by the existing members of the Society and by the allottees of the Project (comprising of allottees of shops, residential flats and studio apartments/service apartments) in the manner of sharing as set out in **Annexure “C”** annexed hereto.

(d) As shown in **Annexure “C”** annexed hereto, the landscape garden area and the amenities to be provided thereon shall not be available for the use of the allottees of the shops and the studio apartments/service apartments. However, it is clarified that due to certain planning constraints, 1(one) of the existing member of the Society will be allotted a studio apartment/service apartment instead of a residential flat and such existing member shall be entitled to use such landscape garden area and the amenities to be provided thereon and such existing member shall be liable to contribute towards its maintenance.

(e) In case if part occupation certificate in respect of the shops and/or the studio apartments/service apartments in the Project is received prior to the residential flats then in that event the Promoter shall be entitled to offer and handover possession and the allottee shall take the possession of such shops and/or studio apartments/service apartments and in such a case only certain Common Areas and Amenities, Other Common Areas and Utilities and Services shall be ready and provided to the allottee/s of the shops and studio apartments/service apartments at the time of offering possession, which Common Areas and Amenities, Other Common Areas and Utilities and Services are listed out in **Annexure “D”**. The balance remaining Common Areas and Amenities, Other Common Areas and Utilities and Services to be provided to the allottees of the shops and/or studio apartments/service apartments as the case may be shall be provided only upon full occupation certificate in respect of the Project being procured by the Promoter.

(vi) Other Common Areas:

There are several other common areas in the Project. The said other common areas in the Project shall be used, enjoyed and maintained by the existing members of the Society and by the allottees of the Project (comprising of allottees of shops, residential flats and studio apartments/service apartments) in the manner of sharing as set out in **Annexure “E”** annexed hereto.

(vii) Utilities and Services:

There are several utilities and services that are being provided in the Project. The said utilities and services to be provided in the Project shall be used, enjoyed and maintained by the existing members of the Society and by the allottees of the Project (comprising of allottees of shops, residential flats and studio apartments/service apartments) in the manner of sharing as set out in **Annexure “F”** annexed hereto.

**(viii) Entry and exit:**

- (a) The allottees of the shops shall have direct access from the 38 mtr wide road on the east side of the Project Land;
- (b) The entry and exit for the allottees of the residential flats and existing members of the Society shall be from the 11 mtr. wide road on the north side of the Project Land;
- (c) The entry and exit for the allottees of the studio apartments/service apartments shall be from the 15 mtr. wide road on the south side of the Project Land;
- (d) The entry and exit including the passenger lifts shall be separate for the allottee/s of residential flats and the existing members of the Society and shall be separate for allottees of shops and studio apartments/service apartments in the Project.

**(ix) Passenger Lift:**

- (a) The allottees of the residential flats and the existing members of the Society shall access their respective flats through 3 (three) passenger elevators from the ground floor entrance lobby on the west side of the Project Land.
- (b) The allottees of the studio apartments/service apartments shall access their respective apartments through 1 (one) passenger elevators from the ground floor entrance lobby on the south side of the Project Land

**(x) Underground water tank:**

The underground water tank shall have 2 (two) separate compartments with 2 (two) separate meters. One compartment shall be provided for the allottees of the residential flats and the existing members of the Society and the other compartment shall be used in common by the allottees of the shops and the allottees of the studio apartments/service apartments.

**(xi) Electric meter rooms:**

There shall be 2 (two) separate electric meters rooms. One electric meter room shall be provided for the allottees of the residential flats and the existing members of the Society and the other electric meter room shall be used in common by the allottees of the shops and the allottees of the studio apartments/service apartments.

**(xii) Revision in location of recreational ground:**

Subject to NMMC granting its sanction, the Promoter intends to shift the recreational ground admeasuring 392.776 sq. mtrs towards the west side

boundary of the Project Land resulting into a space being created between the building line and the recreational ground. It is clarified that such shifting shall not reduce the area of the recreational ground. If such a revision is sanctioned by NMMC then the space in the form of a strip of land that shall be created between the recreational ground and the building line shall be available for the allottees of the shops to access their respective shops. The Allottee hereby confirms that it has understood this proposed revision and hereby permits the Promoter to undertake necessary steps to give effect to the same.

(xiii) Area under road widening:

As per the sanctioned plan dated 22<sup>nd</sup> May, 2024, an area admeasuring 232.718 sq. mtrs is required to be handover to the competent authority for the proposed D.P road widening/service road/highway widening. Upon the said handover taking place the area of the Project Land shall stand reduced to 3876.922 sq. mtrs or thereabouts.

(xiv) Visitor parking spaces:

(a) From and out of the aforesaid car parking spaces, 13 (thirteen) car parking spaces shall be used as visitor parking spaces for the allottees of the residential flats, existing members of the Society and allottees of the studio apartments/service apartments.

(b) From and out of the aforesaid scooter parking spaces, 13 (thirteen) scooter parking spaces shall be used as visitor parking spaces for the allottees of the residential flats, existing members of the Society and allottees of the studio apartments/service apartments.

## **8. ALTERATION IN THE LAYOUT, PLANS AND DESIGN**

8.1 The Promoter has prior to the execution of this Agreement as well as at the time of execution of these presents disclosed to the Allottee the sanctioned layout plan relating to the Project Land. The Promoter hereby declares that, as per the prevailing UDCPR the total Floor Space Index to be utilised in respect of the Project (including the flats to be provided to the existing members of the Society as well as the free sale area) is 20087.419 sq. mtrs. The Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the proposed FSI shall belong to Promoter till the proposed construction on the Project Land is completed in all respects.

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- 8.2 The Promoter shall construct the Building on the Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of the variation or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any government authorities or due to change in law.
- 8.3 It is further agreed by and between the Parties that the Promoter may with prior consent of the Allottee make minor additions or alterations in the Apartment as may be required by the Allottee or such minor changes or alterations as may be necessary due to the architectural and structural reasons duly recommended and verified by the Architect or Structural Engineer after proper declaration and intimation to the Allottee in that regard. Provided that the expression minor additions or alterations excludes structural changes including addition to the area (except due to variation as provided in Clause 3.8 of this Agreement) or change in height of the Apartment.
- 8.4 If due to any change in the F.S.I. Rules or Development Rules and Regulations or by additional introduction of any policy by the Government of Maharashtra or any other concerned authorities any development benefit including Transferable Development Right ("TDR") beyond presently consumed is available in respect of the Project Land as a recipient plot and/or, if additional F.S.I. becomes available (including on account of staircase, walls, lifts, balcony, passage, change of legislation, etc.) by whatever name called then in such event the Promoter shall, subject to the terms of the Redevelopment Agreement entered into with the Society, be entitled to use, utilize, consume and exploit such F.S.I. and/or avail such benefits/ TDR on the Project Land and the Allottee, transferee and allottee(s) of the apartments of the premises constructed by utilizing such additional FSI shall be admitted as and made members of the said Society, with the same rights, benefits and interests, subject to payment of share application money, membership fees and subject to the conditions, duties, liabilities and obligations as stated herein. The rights of the Promoter under the Redevelopment Agreement with the Society or any supplemental writings thereto, shall be binding on the Allottee.
- 8.5 The Promoter hereby agrees to observe, perform and comply with all terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter.

8.6 The Allottee specifically recognizes confirms, agrees and consents to the Promoter rights, benefit and interests as aforesaid and to what is mentioned hereinabove in this Clause.

## **9. PROJECT COMPLETION**

9.1 Subject to Force Majeure, the Promoter shall complete the entire Project and give the Intimation to take Possession to the Allottee by 30<sup>th</sup> November, 2028.

9.2 The Intimation to take Possession shall be given by the Promoter only upon the Promoter obtaining occupation certificate relating to the Apartment being purchased by the Allottee from the concerned statutory authority.

9.3 In case if part occupation certificate in respect of the shops and/or the studio apartments/service apartments in the Project is received prior to the residential flats then in that event the Promoter shall be entitled to offer and handover possession and the allottee shall take the possession of such shops and/or studio apartments/service apartments and in such a case only certain Common Areas and Amenities, Other Common Areas and Utilities and Services shall be ready and provided to the allottee/s of the shops and studio apartments/service apartments at the time of offering possession, which Common Areas and Amenities, Other Common Areas and Utilities and Services are listed out in **Annexure "D"**. The balance remaining Common Areas and Amenities, Other Common Areas and Utilities and Services to be provided to the allottees of the shops and/or studio apartments/service apartments as the case maybe shall be provided only upon full occupation certificate in respect of the Project being procured by the Promoter.

## **10. FORCE MAJEURE**

10.1 The Promoter shall be entitled to reasonable extension of time for giving Intimation to take Possession, if the completion of the said Project is delayed on account of Force Majeure event.

10.2 Upon a Force Majeure event arising, the Promoter shall automatically be entitled for an extension of time period for completion of the Project.

## **11. POSSESSION**

11.1 The Promoter shall upon receiving the occupation certificate of the Apartment give the Intimation to take Possession to the Allottee. The Intimation to take Possession

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shall call upon the Allottee to take possession of the Apartment within a period of 30 (thirty) days from the date of issuance of the Intimation to take Possession.

11.2 It is clarified that Promoter shall send its Intimation to take Possession to Allottee at his/her/their address as mentioned in this Agreement unless any change of address has been notified to the Promoter in writing by the Allottee. It is clarified that the Allottee shall not be entitled for any compensation if he/she/they has/have committed any default or breach of any of the terms and conditions in this Agreement by reason of the Promoter not having received the notice of change of address.

11.3 Upon receiving the Intimation to take Possession, the Allottee shall take possession of the Apartment from the Promoter within the period stated above on payment of the balance consideration and other dues. The Allottee shall execute all necessary indemnities, undertakings and such other documentation as may be prescribed in this Agreement and/or required by the Promoter and the Promoter shall give possession of the Apartment to the Allottee against the execution of such documentation and payment of the balance amounts by the Allottee.

**11.4 Delay in giving Intimation to take Possession due to Force Majeure:**

If the Promoter is unable to issue the Intimation to take Possession of the Apartment to the Allottee by 30<sup>th</sup> November, 2028 on account of a Force Majeure event then, the Promoter shall be entitled to an extension for the period during which such Force Majeure event subsists and the Allottee shall continue as an Allottee of the Project.

**11.5 Delay in giving Intimation to take Possession due to reasons other than Force Majeure:**

(i) If the Promoter is unable to issue the Intimation to take Possession of the Apartment to the Allottee by 30<sup>th</sup> November, 2028, for reason other than Force Majeure Event then in that case the Allottee shall be entitled to either terminate or continue with this Agreement.

(ii) In case if the Allottee elects to continue with this Agreement, then in that event, the Promoter shall be liable to pay Promoter's Interest to the Allottee for the period of every month of delay commencing from 30<sup>th</sup> November, 2028, on the amounts received by the Promoter from the Allottee. However, such interest shall not be payable on (i) the Government statutory dues, duties and taxes paid or to be paid by Promoter with respect to the said Apartment and/or this Agreement and/or the Consideration, directly or indirectly, (ii) brokerage, if any, incurred by the Promoter and (iii) stamp duty and registration charges paid on this Agreement.

(iii) In case if the Allottee elects to terminate this Agreement, then in that event the only remedy available to the Allottee shall be to take refund of the amounts paid towards Consideration by the Allottee to the Promoter under the terms of this Agreement and such refund shall be subject to the deduction of (i) the Government statutory dues, duties and taxes paid or to be paid by Promoter with respect to the said Apartment and/or this Agreement and/or the Consideration, directly or indirectly, (ii) stamp duty and registration charges paid on this Agreement, (iii) brokerage if any, incurred by the Promoter, (iv) any other benefits if so received by the Allottee from Promoter and (v) bank loan availed by the Allottee. In such a case as provided under the Act, the Promoter shall refund the amounts to the Allottee (after deduction of the amounts as stated above) together with the Promoter's Interest within a period of 30 (thirty) days from the date of the Allottee executing and registering a Deed of Cancellation in favour of the Promoter.

11.6 The Allottee agrees and undertakes to execute and register a deed, document, or writing including a cancellation deed to cancel this Agreement. The balance amount, if any, shall be paid to the Allottee only upon the cancellation of this Agreement and/or receipt of the cancellation deed, documents or writings. In the event of cancellation of this Agreement as aforesaid, the Allottee irrevocably agrees that the Promoter shall be entitled to file declaration with respect to termination and cancellation of this Agreement before the Sub-Registrar of Assurances and refund the money directly to the Bank account of the Allottee and on such action this Agreement will be deemed to be cancelled. However, it is clarified and agreed between the Parties that the Promoter shall take/charge cancellation charges as determined by the Promoter from the Allottee in case of failure on the part of the Allottee to execute and register the Deed of Cancellation.

11.7 It is agreed that save and except the right of the Allottee to recover the aforesaid amounts, the Allottee hereby expressly waives all the other rights and remedies that shall/may be available to him/her /them under law especially in light of the fact that the Allottee has covenanted that the Allottee shall not take any steps that shall be detrimental and/or shall hinder the Project.

11.8 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 from the date of expiry of the notice period specified in the Intimation to take Possession and that date shall be deemed to be the "**Possession Date**" and all obligations of the Allottee

related to possession of the said Apartment shall be deemed to be effective from the said Possession Date. Further in such a case where the Allottee does not take possession within the specified period, the Allottee shall be liable to bear and pay the requisite transfer charges for getting the property tax pertaining to the said Apartment transferred in his/her/their name and the Promoter shall not be held liable to effect the transfer of the property tax in the Allottee's favour.

11.9 It is agreed that on and from the Possession Date, the Allottee shall be liable to bear and pay the outgoings in respect of the said Apartment and proportionate outgoings in respect of the said Apartment and Common Areas and Amenities for the Project, Other Common Areas and Utilities and Services that are provided to them for their use as specified in **Annexure "C", Annexure "E" and Annexure "F"** respectively including maintenance charges in respect thereof inclusive of GST as may be applicable, local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, lifts, repairs, salaries of clerks, bill collectors, chowkidars, sweepers, and also other expenses necessary and incidental to the Project Land and the Project including the Other Common Areas, Utilities and Services and Common Areas and Amenities for the Project.

11.10 In case the infrastructure facilities and/or Common Areas and Amenities and/or Other Common Areas and/or Utilities and Services are not in place at the time of handing over of possession of the Apartment by reason of circumstances beyond the control and scope of the Promoter, the Allottee shall not claim any compensation for delay/ non-provision of infrastructure facilities.

11.11 Maintenance charges upto the date of handover of the Project to the Society shall be paid by the Allottee to the Promoter and upon handover the maintenance charges shall be decided by the Society and shall be paid to the Society directly by the Allottee. Maintenance, taxes and outgoings shall be payable by the Allottee on and from the date of the expiry of 30 (thirty) days from the date of the Intimation to take Possession or the date of actual possession whichever is earlier.

11.12 The Promoter's Interest shall not be paid by the Promoter if the Allottee commits any breach of terms and conditions contained herein.

11.13 The Promoter has made it clear to the allottee/s of the shops and the studio apartments/service apartments that after handing over the possession of the said shops and/or the studio apartments/service apartments post obtaining part occupation certificate in respect thereof, the Promoter shall be carrying out extensive

development/construction activities of the remaining Project on the Project Land which includes the Other Common Areas and/or Common Areas and Amenities and/or Utilities and Services and/or the area around the said Building in which the said shops and/or the studio apartments/service apartments are located and that allottee of the said shop/s and the studio apartments/service apartments shall not raise any objection or make any claim for compensation from Promoter on account of inconvenience, if any, which may be suffered by him/her/them due to such development/construction activities or incidental/related activities.

## **12. DEFECT LIABILITY PERIOD**

12.1 The provisions of the Act mandate a defect liability period of 5 (five) years from the Possession Date for any structural defect in the Apartment or any defects in the Project on account of workmanship, quality or provision of service.

12.2 The Promoter has informed the Allottee that upon the completion of the Project the Promoter shall handover to the Society all the warranties, guarantees and annual maintenance contracts that shall be received by the Promoter from third party contractors / vendors.

12.3 In case of any structural defect in the Apartment or any defects in the Project on account of workmanship, quality or provision of service, which are outside the purview of the warranties, guarantees and annual maintenance contracts provided by the third party contractors/vendors, then in that event wherever possible such defects shall be rectified by the Promoter at its own cost and expense. Provided however, the Promoter shall not be liable to carry out such rectification in case if such defects have surfaced by reason of any act of the Allottee or any other Force Majeure circumstance arising. The Allottee hereby agrees and undertakes that the Allottee shall not carry out any alterations of whatsoever nature in the said Apartment or Building or any structures related to the Common Areas and Amenities and/or Other Common Areas and/or Utilities and Services of the Project Land which shall include but not be limited to columns, beams etc. or in the fittings therein, in particular. It is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connection or any erection or alteration in the bedroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out by the Allottee and which results in any defect, then the defect liability obligation of the Promoter shall automatically become void and shall not be

binding on the Promoter. The word defect here means only the manufacturing and workmanship defect's caused on account of wilfull neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of Apartment by the Allottees/occupants, vagaries of nature etc.

12.4 It shall be the responsibility of the Allottee to maintain his/her/their Apartment in a proper manner and take all due care needed including but not limited to the joints in the tiles in his/her/their Apartment being regularly filled with white polymer/epoxy to prevent water seepage.

12.5 Further where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defects liability period, and if the annual maintenance contracts (to the manufacturer or the AMC provider as decided by the Promoter) are not done/renewed by the Allottee, the Promoter shall not be responsible for any defects occurring due to the same.

12.6 The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures and fitting shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartments and the common Project amenities wherever applicable.

12.7 The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Apartment/Building/other structures in the Project includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, the same shall not amount to structural defects and hence the same shall not be attributed to either bad workmanship or structural defect.

### **13. USE AND OCCUPATION**

13.1 The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of \_\_\_\_\_ [*insert (residential in case of residential flats/studio apartments/service apartments) / (commercial in case of shops)*] and for no other purpose whatsoever. The Allottee agrees, records and confirms that the Covered Parking Space is only for the purpose of keeping or parking of the Allottee's own vehicle. The Covered Parking Space is for parking light motor vehicles only and not for parking lorry, tempo, public transport vehicle etc. In case the Apartment is permitted commercial use by authorities, then the Allottee shall

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not do anything which shall be a cause or a source of nuisance or annoyance to the Promoter or any other persons of the said Society and the other occupiers of the Building in which the Apartment is situated or to any one in its vicinity or neighborhood.

13.2 The Allottee shall not carry out any activities from the said Apartment that shall be a cause or a source of nuisance or annoyance to the Promoter or other occupiers of the Project or to any one in its vicinity or neighborhood.

13.3 In the event if any increase in local taxes, water charges, insurance and such other levies, are imposed by the concerned Local Authority and/or Government and/or other Public Authority, on account of change of user of the said Apartment by the Allottee, the Allottee alone shall bear and pay such penalty, premium or other sums of money demanded.

13.4 The Allottee hereby covenants to keep the Apartment, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and condition and in particular so as to support shelter and protect the parts of the Building. The Allottee further covenants not to chisel or in any other manner damage the columns, beams, slabs or RCC partition or walls or other structure of the Building.

13.5 The Allottee hereby confirms to become the member of the Society and abide by the Society's bye-law, rules and regulations.

#### **14. INDUCTION AS MEMBER OF THE SOCIETY**

14.1 The name of the Society shall always be "Nivasti Tvisa Co-operative Housing Society Limited".

14.2 As the said Society is already in existence, the Promoter shall call upon the Allottee to join in as member of the said Society and for this purpose the Allottee shall from time to time sign, fill and execute the application for membership and other papers and documents necessary for becoming a member, within 15 (fifteen) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to make necessary application to the said Society on behalf of the Allottee for admitting the Allottee as the member of the said Society, subject to the Allottee procuring a letter from the Promoter whereby the Promoter shall give its consent for admission of the Allottee as member of the Society and subject to the Allottee making payment of requisite membership fees and entrance fees, share application

money, membership fees, contribution of sum of Rs.25,000/- (Rupees Twenty Five Thousand only) towards corpus fund of the Society.

14.3 (a) In addition to the aforesaid, the Promoter shall collect tentative advance maintenance and outgoings for 2 (two) years in the manner following:

(i) In case of shops, a sum calculated at the rate of Rs.16/- (Rupees Sixteen only) per square feet RERA carpet area + applicable GST;

(ii) In case of studio apartments/service apartments, a sum calculated at the rate of Rs.13/- (Rupees Thirteen only) per square feet RERA carpet area + applicable GST;

(iii) In case of residential flats, a sum calculated at the rate of Rs.13/- (Rupees Thirteen only) per square feet RERA carpet area + applicable GST.

(b) In case if there is any shortfall, the Allottee agrees and undertakes to pay the deficit amount to the Promoter/Society.

(c) The aforesaid maintenance amounts and rates related thereto are tentative in nature and the Promoter and/or the Society shall be entitled to modify and/or increase and/or decrease the same as the Promoter and/or the Society may deem fit and proper.

14.4 The Society shall not issue share certificate to any Allottee or member without obtaining the NOC from the Promoter certifying that the Promoter has no outstanding/dues pending on any account to be received from the Allottee.

14.5 It is expressly agreed that the said Society will maintain all the Common Areas and Amenities, Utilities and Services and the Other Common Areas including but not limited to the internal street lighting, common water tanks and water pipe lines and water connections and all other common services, benefits, facilities and advantages. It is hereby expressly agreed and confirmed between the Parties that the Allottee shall be liable to bear and pay maintenance and outgoings proportionately as may be determined by the Promoter/Society in respect of the Common Areas and Amenities, Utilities and Services and the Other Common Areas that will be provided for the use of such Allottee.

14.6 The Allottee hereby acknowledges that the Allottee has been clearly informed that the Society is the lessee in respect of the Project Land and the Allottee hereby agrees and undertakes that he/ she will not call upon or compel the Promoter to do any other

act, deed or thing in pursuance of the Act in regards to the conveyance of the Project Land and the Building.

14.7 The Allottee shall observe, perform and comply with the rules and regulations and bye-laws of the said Society as well as any additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the Project Land and the apartments and parking spaces therein. The Allottee also agrees to abide by the Applicable Law, rules, regulations and bye-laws for the time being and as may be amended from time to time of the NMMC and other concerned local authorities and government or public bodies. The Allottee shall also observe and perform all the terms and stipulations laid down by the said Society regarding occupation and use of the said Apartment and shall pay all outgoings and liabilities in respect thereof, in accordance with the terms of this Agreement and as stipulated by the said Society.

14.8 CIDCO may require the Allottee to follow certain process for the admission of the Allottee as a member of the Society and for the recognition of the Allottee as a member of the Society in the records of CIDCO. The Allottee hereby agrees and undertakes that the Allottee shall comply in such process and submit such forms and applications as may be required by CIDCO and make payment of such fees/charges to CIDCO as maybe levied by CIDCO.

14.9 The Allottee herein is/are thus fully aware of the representations and disclosures made by the Promoter and has/have agreed to purchase the Apartment only after fully understanding the representations and disclosures made by the Promoter in respect of the Project and sanctioned layout.

14.10 Promoter's right in respect of the Project and the Project Land shall be strictly covered and protected till all the Project and Common Areas and Amenities, Utilities and Services and Other Common Areas of the Project Land is completed after utilising the FSI. 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 to pass through the Project Land for enabling smooth development and completion of the Project.

14.11 The Allottee hereby expressly recognizes, confirms, agrees and consents to the Promoter's rights, benefit and interests as stated in this Agreement.

## **15. SECURITIZATION OF THE TOTAL CONSIDERATION**

15.1 The Allottee hereby grants his/her/their irrevocable consent to the Promoter to securitize the total Consideration and / or part thereof and the amounts receivable by the Promoter hereunder and to assign to the banks / financial Institutions the right to directly receive from the Allottee the total Consideration and / or part thereof and / or the amounts payable herein. It is further agreed that any such securitization shall not lead to an increase in the total Consideration paid by the Allottee for the Apartment and any payment made by the Allottee to the Promoter and / or any bank or financial institution nominated by the Promoter in writing, shall be treated as being towards the fulfilment of the obligations of the Allottee under this Agreement to the extent of such payment.

15.2 The Promoter has informed the Allottee and the Allottee hereby confirms having been informed and understood that the Promoter have availed of, or will avail of, financial assistance from any persons, bank/s and/or financial institution/s against securitisation of the Developers Entitlement/ Free Sale Area under the Redevelopment Agreement.

## **16. CREATION OF THIRD PARTY RIGHTS**

### **16.1 BY THE PROMOTER:**

After the Promoter executes this Agreement, the Promoter 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 in the said Apartment.

### **16.2 BY THE ALLOTEE:**

(i) Prior to the payment of the entire Consideration, the Allottee shall not transfer the booking or allotment of the Apartment or its rights under this Agreement or the said Apartment in favour of any other person or party without the prior written approval of the Promoter (and CIDCO, if required), who may at its sole discretion permit the same on payment of transfer charges and any other administrative charges as may be fixed by the Promoter from time to time, submission of *interalia* affidavit/undertaking / request for transfer or any other document and on such terms and

conditions and guidelines as the Promoter may deem fit, subject to clearing all the sums due and payable on the date of request. Further, the Allottee agrees and undertakes to execute/ register the deed, document, agreement or writing as may be requested by Promoter to record the transfer as mentioned hereinabove.

- (ii) However, the Allottee agrees and undertakes to cause the new Allottee to execute/register the deed, document, agreement or writing as may be requested by the Promoter to record the transfer as mentioned hereinabove
- (iii) Stamp duty or other charges as may be applicable on any transfer shall be paid by the Allottee. The Allottee shall indemnify and keep indemnified the Promoter against any action, loss, damage or claim arising against Promoter for non-payment of such stamp duty and requisite charges.
- (iv) The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to the Promoter and subject to the Allottee and/or the transferee complying with the requirements of the Promoter. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/transfer.
- (v) It is specifically made clear to the Allottee that as understood by the Promoter at present there are no instructions/directions of the Competent Authority to restrict any nomination/transfer/assignment of the Apartment. However, in the event of any imposition of such instructions/directions at any time after the date of this Agreement to restrict nomination/transfer/assignment of the Apartment by any Competent Authority or for the payment of stamp duty or any other charges through any order and by virtue of which the Promoter and/or Allottee needs to comply with the same then in that case the Allottee shall abide by the same.
- (vi) On the Promoter handing over the possession of the said Apartment in accordance with this Agreement and the Allottee making all payments to the Promoter and Society, the Allottee shall be entitled to transfer his/her/their right under this Agreement to any person or party in accordance with the bye laws of the Society.

## **17. TAXES AND OUTGOINGS**

### **17.1 Maintenance:**

- (i) The Promoter has informed the Allottee and the Allottee has understood that the Allottee shall within a period of 30(thirty) days from the date of the Intimation to

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take Possession and in any event before taking possession pay to the Promoter the amounts mentioned in Clause 14.3 above. In case if the Allottee fails to make such payment, then the Promoter shall not be liable to handover possession of the Apartment to the Allottee. Failure on the part of the Allottee to make such payments to the Promoter shall be treated as an Allottee's Event of Default and consequences as stated in this Agreement shall follow. The Allottee acknowledges such right of the Promoter and agrees and undertakes to accept the decision of the Promoter in such circumstances.

- (ii) The Promoter/Society shall be entitled to increase the maintenance charges as and when required/necessary including the amounts set out in mentioned in Clause 14.3 above.
- (iii) Till such time the Project is handed over to the Society, the Promoter shall utilize the advance maintenance charges deposited by the Allottee towards the maintenance and outgoings of the Project and the Project Land as may be determined by the Promoter from time to time. In case if there is any shortfall in the amount deposited by the Allottee then the Promoter/Society shall be entitled to demand the shortfall amount from the Allottee and the Allottee hereby agrees and undertakes to pay the same as and when called in by the Promoter to do the same. Likewise, after handing over of the Project the Society shall decide the quantum of maintenance and outgoings and the Allottee hereby agrees to comply with the same.
- (iv) The Allottee hereby declares that the Allottee is aware of the aforesaid details and is thus expressly undertaking to pay required maintenance and outgoing charges.
- (v) The Allottee shall pay/reimburse to the Promoter all the deposits paid by the Promoter with regards to water meter, electricity meter, gas meter etc. relating to the Apartment prior to taking Possession. The Allottee hereby agrees and undertakes that all the amounts payable with regards to actual utilization of water, electricity, gas and other utilities shall be paid by the Allottee.
- (vi) The Allottee hereby declares that the Allottee is aware of the aforesaid details and is hereby expressly undertaking to pay the required maintenance charges and outgoings.

#### 17.2 Taxes:

- (i) The Allottee shall, on and from the date of expiry of 30(thirty) days from the date of the Intimation to take Possession or from the date of actual possession, whichever is earlier, be liable to bear and pay all pro-rata taxes and outgoings namely local taxes,

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betterment charges or such other levies by the concerned Local Authority and/or Government in respect of the said Apartment, the said Building, the Project, Other Common Areas, Utilities and Services and Common Areas and Amenities in the manner set out in this Agreement.

- (ii) The cost of the insurances to be obtained by the Promoter shall be recovered from the Allottee and the Allottee shall bear and pay the same. The allottees/ Society of the Project Land shall be responsible for the renewal of such insurance policies and bear and pay all premiums related thereto.
- (iii) The Promoter shall not be liable to pay maintenance and related outgoings in respect of the unsold residential flats and/or shops and/or studio apartment/service apartment till the expiry of 1 (one) year from the date of full occupation certificate. The Promoter shall however pay municipal taxes in respect of the unsold residential flats and/or shops and/or studio apartment/service apartment till such time the said residential flats and/or shops and/or studio apartment/service apartment are sold. Pursuant to such sale the purchaser/allottee of such residential flats and/or shops and/or studio apartment/service apartment shall be liable to bear and pay all maintenance, outgoings and taxes.

## **18. TERMINATION**

- 18.1 Without prejudice to the right of the Promoter to charge Allottee's Interest, defined above, on the Allottee committing default in payment of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of maintenance, outgoings and taxes levied by the concerned local authority) and the Allottee committing three defaults of payment of instalments, the Promoter shall at its own option terminate this Agreement.
- 18.2 Provided that Promoter shall give notice of 15 (fifteen) days in writing to the Allottee ("Allottee's Default Notice"), by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

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18.3 Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee within a period of 30 (thirty) days of termination subject to execution and registration of the Deed of Cancellation, the Consideration or part thereof which have been paid by the Allottee to the Promoter subject to deduction of (i) liquidated damages i.e. deduction of 10% of the total Consideration together with any other amount which is payable to the Promoter, (ii) Allottee's Interest, (iii) Government statutory dues, duties and taxes paid or to be paid by Promoter with respect to the said Apartment and/or this Agreement and/or Consideration directly or indirectly, (iv) stamp duty and registration charges paid on this Agreement (v) brokerage, if any, incurred by the Promoter, (vi) any other benefits if so received by the Allottee from the Promoter and (vi) bank loan availed by the Allottee. It is agreed between the Parties that the deduction mentioned above will be carried out in the order in which it has been mentioned in this Clause. It is further agreed between the Parties that the Promoter shall not be liable to pay to the Allottee any interest on the amount to be refunded.

18.4 Upon the cancellation/termination and irrespective of whether the Allottee has executed the Deed of Cancellation, the Promoter shall be entitled to sell or otherwise dispose of the Apartment to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as Promoter may in its sole discretion think fit and proper and the Allottee shall not be entitled to raise any objection or dispute in this regard.

18.5 The Allottee agrees and undertakes to execute and register a deed, document, or writing including a cancellation deed to cancel this Agreement. The balance amount, if any, shall be paid to the Allottee only upon the cancellation of this Agreement and/or receipt of the cancellation deed, documents or writings. In the event of cancellation of this Agreement as aforesaid, the Allottee irrevocably agrees that the Promoter shall be entitled to file declaration with respect to termination and cancellation of this Agreement before the Sub-Registrar of Assurances. However, it is clarified and agreed between the Parties that the Promoter shall take/charge cancellation charges as determined by the Promoter from the Allottee in case of failure on the part of the Allottee to execute and register the Deed of Cancellation.

18.6 The Promoter has informed the Allottee and the Allottee having understood has agreed that in case if this Agreement is cancelled by reason of any other breach on the part of the Allottee of the terms of this Agreement then in that event the Promoter shall refund the Consideration or part thereof which has been paid by the Allottee till

then subject to deduction of (i) liquidated damages i.e. deduction of 10% of the total Consideration together with any other amount which is payable to the Promoter, (ii) Allottee's Interest, (iii) the Government statutory dues, duties and taxes paid or to be paid by Promoter with respect to the said Apartment and/or this Agreement and/or Consideration directly or indirectly, (iv) stamp duty and registration charges paid on this Agreement, (v) brokerage, if any, incurred by the Promoter (vi) any other benefits if so received by the Allottee from the Promoter and (vii) bank loan availed by the Allottee. The refund shall be made subject to the Allottee executing and registering the Deed of Cancellation in the manner stated above. It is further agreed between the Parties that the Promoter shall not be liable to pay to the Allottee any interest on the amount to be refunded.

18.7 It is expressly agreed between the Parties that in case the Allottee has obtained a loan/availed of any facility against the said Apartment and/or the rights of the Allottee under this Agreement, then in that event upon termination, the Promoter shall have an option to directly make payment of the refund amounts to the concerned bank/financial institution subject to Clause 18.3 of this Agreement.

18.8 The said refund by the Promoter to the Allottee, sent through cheque/demand draft by registered post acknowledgement due or by courier at the address of the Allottee mentioned herein, shall be full and final satisfaction and settlement of all claims including bank loan if any of the Allottee under this Agreement, irrespective of whether the Allottee accepts/encashes the said cheque/demand draft or not.

18.9 In the case of joint allotment of the Apartment in favour of joint allottees, the Promoter shall make all payments/refund under the terms of this Agreement upon termination, to the first mentioned Allottee, which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint allottees.

18.10 The Promoter may, at its sole discretion read with Clause 18.3 of this Agreement, condone the breach committed by Allottee and may revoke cancellation of the allotment provided that the Apartment has not been re-allotted to another person till such time and Allottee agrees to pay the unearned profits (difference between the Consideration and the then prevailing sales price) in proportion to total amount outstanding on the date of restoration and subject to such additional conditions/undertaking as may be decided by the Promoter. The Promoter may at its sole discretion waive the breach by Allottee for not paying the aforesaid instalments

but such waiver shall not mean any waiver in the interest amount and the Allottee will have to pay the full amount of interest due.

18.11 The occurrence, happening or existence of the following event shall be considered as the “**Promoter’s Event of Default**” –

Failure of the Promoter to give Intimation to take Possession to the Allottee on or before 30<sup>th</sup> November, 2028 subject to Force Majeure.

18.12 Upon the cancellation/termination of this Agreement on account of the Promoter’s Event of Default as mentioned hereinabove, the Allottee shall be entitled to recover all the amounts that have been paid by the Allottee to the Promoter under the terms of this Agreement (excluding taxes etc. that have been paid by the Promoter to the Government statutory dues, duties and taxes paid or to be paid by Promoter with respect to the said Apartment directly or indirectly, stamp duty and registration charges paid on this Agreement and excluding brokerage, if any and bank loan). In such a case as provided under the Act, the Promoter shall refund the aforesaid amounts to the Allottee within a period of 30 (thirty) days or a mutually agreed date from the date of execution and registration of the Deed of Cancellation by the Allottee in favour of the Promoter.

18.13 In the event the Promoter completes construction of the said Project before time, then the Allottee hereby agrees and undertakes to pay the Consideration amount payable for early completed stage as per the payment linked to the stage immediately on demand. Further, the Promoter shall not provide early payment discount in case the construction has been completed before the agreed timeline.

## **19. MUTUAL COVENANTS**

19.1 Notwithstanding anything contained herein, it is agreed between the Parties hereto, that the sample apartment, if any, constructed by the Promoter and all furniture, items, electronic goods, amenities etc., provided therein are only for the purposes of showcasing the apartments and the Promoter is not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities etc., as displayed in the said sample apartment other than as expressly agreed by the Promoter under this Agreement.

19.2 It is agreed and clarified that the Promoter shall have all the rights and shall be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise

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deal with and dispose of the Developers Entitlement / Free Sale Area as defined in the said Redevelopment Agreement separately and independently and the allottees of all the apartments shall be admitted as members of the said Society.

19.3 The Promoter shall if necessary become a member of the said Society in respect of the unsold flats, unsold residential flats, studio apartments/service apartments and/or shops in the Project. As and when the Promoter transfers assigns and disposes off such rights and benefits in the unsold flats, unsold residential flats, studio apartments/service apartments and/or shops at any time to any person of party then such assignee, transferee and/or the buyers thereof shall become the members of the said Society in respect of the said right and benefits. The Allottee herein and the said Society will not have any objection to admit such assignees or transferees as its members and the Allottee hereby gives his/her specific consent to them being admitted.

19.4 The Promoter, as and when admitted as a member of the Society in respect of the unsold flats, unsold residential flats, studio apartments/service apartments and/or shops shall be liable or required to pay to the said Society the amounts mentioned in Clause 14.3 however, no transfer fees shall be made applicable or shall be demanded / levied by the Society in case of the sale that shall be effected by the Promoter in respect of such unsold flats, unsold residential flats, studio apartments/service apartments and/or shops.

19.5 All costs, charges and expenses incurred in connection with the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter and by the Allottee including stamp duty, registration charges etc., payable in respect of such documents, shall be borne and paid by the Allottee alone. The Promoter shall not be liable to contribute anything towards such expenses. The Allottee alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents etc.

19.6 As and when called upon by the Promoter, the Allottee agrees and undertakes to sign and execute necessary forms, applications, undertakings, documents as may be required by the Promoter for admitting the Allottee as the member of the Society. The Allottee further agrees and undertakes that the Allottee shall do as also cause the Society to do/ ratify, all such necessary acts, deeds, matters and things as may be

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required by the Promoter from time to time for safeguarding the interest of the Promoter in the Project Land and the Project.

19.7 It is agreed, confirmed and covenanted by the Allottee that the Allottee shall not be entitled to nor shall he/she/they demand sub-division of the Building or the Project Land or be entitled to any FSI over and above the FSI of the Apartment sold to the Allottee herein.

19.8 It is agreed between the Promoter and the Allottee that the Promoter shall be entitled to develop the Project Land in the manner as the Promoter may desire. The Promoter is retaining full rights for the purpose of providing ingress or egress to the Allottee from the Project Land in the manner deemed fit by the Promoter and the Allottee unequivocally consents/agrees not to raise any objection or dispute regards the same now or any time in the future and the Allottee acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same.

19.9 The Project name has been decided by the Promoter and the same shall not be changed at any time by the Allottee/Organization of the Project Land.

19.10 In the event, the transaction being executed by this Agreement between the Promoter and the Allottee is facilitated by a registered real estate agent of the Promoter all amounts (including taxes) agreed as payable remuneration / fees/ charges for services/ commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter, in accordance with the agreed terms of payment and the allottee shall not be held responsible for payment of any fees/charges to registered real estate agent of the Promoter.

19.11 In the event, the transaction being executed by this Agreement between the Promoter and the Allottee is facilitated by a registered real estate agent appointed by the Allottee, then in that event all amounts (including taxes) agreed as payable remuneration / fees/ charges for services/ commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Allottee in accordance with the agreed terms of payment between the Allottee and such agent and the Promoter shall not be held responsible for payment of any fees/charges to such real estate agent of the Allottee.

19.12 The Promoter has informed the Allottee and the Allottee hereby confirms having been informed and understood that the Promoter has availed of, or will avail of, financial assistance from any persons, bank/s and/or financial institution/s against securitisation of the Project Land and/or the Building in the Project and/or any receivables therefrom.

19.13 If the Allottee chooses to avail financial assistance from any bank/financial institution to acquire the Apartment, it shall be the sole obligation and liability of the Allottee to repay and discharge the loan amount and all sums including but not limited to interest, penalties and charges thereon. However, if there is any delay, in payment to the Promoter of any instalment of the Consideration, by such bank/financial institution, the same shall be construed a breach and default by the Allottee of this Agreement and the consequences of breach as envisaged in this Agreement shall follow.

19.14 The Promoter shall be entitled to put up its permanent signage on 2 (two) sides of the Building. It is further agreed that the signage fee, permissions and maintenance fee of such signage shall be the sole liability of the Promoter alone.

## **20. ALLOTTEE'S COVENANTS**

The Allottee, with the intention to bring all persons into whosoever's hands the Apartment may come, hereby covenants with the Promoter as follows:

20.1 Any business which causes nuisance to the occupants of the Project including but not limited to beer shop, liquor shops, wine shops, gaming parlours, hookah parlours, pubs etc. shall not be permitted. In case if any Allottee desires to carry out such a business then the Allottee shall procure prior written permission of the Promoter prior to handing over of the Project and the prior written consent of the Society post handover and in any event subject to the compliance of all the applicable laws.

20.2 The Allottee shall not raise any objection and/or raise any disputes in respect of the provisions of this Agreement and shall discharge all the obligations towards the Promoter on the terms particularly stated herein.

20.3 To maintain the Apartment and/or Mechanized Parking Tower at the Allottee's own cost in good and tenantable repair and condition from the Possession Date and shall not do or suffer to be done anything in or to the said Building which may be against

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the rules, regulations or bye-laws of the Society or change/alter or make an addition in/to the Apartment or any part thereof and/or the said Building, without the consent of the local authorities, if required;

20.4 Not to store in the Apartment and/or Mechanized Parking Tower any goods which are of hazardous, combustible or 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 take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the said Building, including entrances of the said Building and in case any damage is caused to the Apartment and/or 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.

20.5 The Promoter shall be entitled to materialize and take full advantage/benefit of the Project Land as described in the First Schedule hereunder written and as given by the said Society in the Redevelopment Agreement by amending, modifying the Building proposals from time to time for constructing the Building and/or the additional floors and selling the same. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

20.6 The Promoter shall be entitled to consume such F.S.I. as may be available in respect of the Project Land or any part thereof or otherwise on the Project Land at present or in future and for the purposes of consuming such balance and/or additional F.S.I. to construct extensions and/or additional floors as the Promoter may think fit and proper in accordance with the terms of the Redevelopment Agreement. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

20.7 The Allottee after being admitted as the member of the said Society or prior thereto shall not raise any objection on any ground as to the Promoter' rights, reserved herein.

20.8 Under this Agreement, the Promoter has agreed to sell and transfer only the Apartment and nothing further and the right of the Allottee shall always be in respect

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of the Apartment only and such right will accrue to the Allottee only on the Allottee making payment to the Promoter of the Consideration as also all other amounts strictly in accordance with this Agreement and only on the performance and full compliance of the terms, conditions, obligations and covenants herein contained.

20.9 The Allottee agrees and undertakes that within 1(one) month from the date of the Allottee being put into possession of the Apartment the Allottee, inter alia, shall do the following to be admitted as a member of the said Society:

- (i) Apply for Membership with the applicable membership fee and entrance fee;
- (ii) Execute an undertaking to use the Apartment for the purpose for which it is allotted and not to change the user thereof and to abide by all the bye laws, rules and regulations of the said Society;
- (iii) To unconditionally sign and execute necessary forms, applications, undertakings, documents as may be required by the Promoter and/or Society;
- (iv) To make payment of requisite membership fees and entrance fees, share application money, membership fees and contribution of sum of Rs.25,000/- (Rupees Twenty Five Thousand only) towards corpus fund of the Society;
- (v) Cause the said Society to do/ratify, all such necessary acts, deeds, matters and things as may be required by the Promoter from time to time for safeguarding Promoter's interest in the Project Land and the Building;
- (vi) After compliance with the aforesaid requirements, the Allottee shall submit to the said Society, membership application form along with true copy of this Agreement for Sale (being duly registered);
- (vii) The Promoter shall co-operate with the Allottee and assist her/him in acquiring membership to the said Society upon the Allottee making all the payments to the Promoter and/or the Society in the manner set out this Agreement;

20.10 The Allottee shall not do or suffer to be done anything in or to the Building , Apartment, additional areas, staircase, common areas or any passages which may be

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against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the Building or to the Apartment itself or any part thereof and to maintain the Apartment at the Allottee's own cost in good repair and condition from the Possession Date. 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 shall also pay any penal charges levied by the authorities;

- 20.11 The Allottee shall not store anything in the refuge floor nor store any goods in the Apartment which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the 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, lifts or any other structure of the Building and in case any damage is caused to the Building on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences thereof and shall repair the same at his/her/their own costs;
- 20.12 Not to change the user of the Apartment and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the Apartment and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas;
- 20.13 Not to carry out / undertake any such acts that shall result in any defect/s in the Apartment and/or Mechanized Parking Tower or any other structure forming part of the Project and in the eventuality of any such situation arising, the Promoter shall be absolved from its obligation relating to remedying any defects during the defect liability period and the Allottee alone shall be responsible for the same and towards the other aggrieved allottees in the Project;
- 20.14 To carry out at his/her/their own cost all internal repairs to the Apartment and/or Mechanized Parking Tower and maintain the Apartment and/or Mechanized Parking Tower in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in/to the Apartment or the Building which may be contrary to the rules and regulations and/or of applicable and bye-laws of the Society and/or CIDCO. The Promoter has informed the Allottee and the Allottee hereby confirms having been informed and understood

the rules and regulations and such other applicable law and bye laws of Society and/or CIDCO. 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 such authorities and/or Society and/or CIDCO;

- 20.15 Not to demolish or cause to be demolished the Apartment or any part thereof and/or Mechanized Parking Tower, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Apartment without the prior written permission of the Promoter . However, after the handover to the Society, to take the prior written consent of the Society;
- 20.16 Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Building and not to cover/enclose the planters and service ducts or any of the projections from the Apartment or within the Apartment, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Apartment without the prior written permission of the Promoter/Society, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the Building or do any act to affect the FSI potential of the said Project Land;
- 20.17 Not to affix any fixtures or grills on the exterior of the Building and/or Mechanized Parking Tower for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the Apartment;
- 20.18 All ODU units shall be placed at the location identified by the Promoter;
- 20.19 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance;

- 20.20 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;
- 20.21 The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assignment or parting with interest etc. Post the handover of the possession of the said Apartment to the Allottee and payments of all amounts to the Promoter, the Allottee shall be at liberty to create third party rights in the form of sale, lease, leave and license etc subject to the bye laws of the Society and CIDCO;
- 20.22 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment into the compound or the refuge floor or any portion of the Project Land and the Building;
- 20.23 Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc. in or upon the Apartment, Building or the Project Land or any part thereof or do anything which shall cause any annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoter;
- 20.24 Pay to the Promoter within 30(thirty) days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned Authority for giving water, electricity or any other service connection to the said Building;
- 20.25 To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned Authority, on account of change of user of the Apartment by the Allottee for any purposes other than for the purpose for which it is sold;
- 20.26 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 Apartment and/or the Building nor litter or permit any littering in the common areas in or around the Apartment and/or the 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 Apartment and/or the Building to the requirement and satisfaction of the Society and/or relevant government and statutory authorities;

20.27 Shall either by himself/ herself/ themselves or any person claiming by / through / from the Allottee not do anything which may or is likely to endanger or damage the Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, lifts, automation system if any, DG, STP, basement ventilation system, fire measures, meters, etc. or any other facility provided in the Building;

20.28 Shall not display at any place in the Building and/or Mechanized Parking Tower 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 Building/building or the Common Areas and Amenities and Other Common Areas of the Project or in any other place or on the window, doors and corridors of the Building;

20.29 Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Building and/or Mechanized Parking Tower and/or the exterior wall of the Apartment or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee on the main door of the Allottee's Apartment and in such places only as shall have been previously approved in writing by the Promoter/Society;

20.30 Not to use the open places, terrace, stilt/basement (if any) in the Building or compound or common areas thereof or in the said Project elsewhere for killing of animals and/or birds or in public view or otherwise or to offend religious feelings of other communities;

20.31 Not to use the terrace in the Building and/or Mechanized Parking Tower and/or in the said Project for installing mobile Buildings or hoardings;

- 20.32 Not to park at any other place and shall park all vehicles in the allotted/ designated parking spaces only as may be earmarked and prescribed by the Promoter and/or Society;
- 20.33 Not to any time demand partition of the Building and/or Mechanized Parking Tower and/or Project Land etc. and/or his/ her/ their interest, if any;
- 20.34 Shall not violate and shall abide by all rules and regulations framed by the Promoter or by the said Society, for the purpose of maintenance and up-keep of the Building and in connection with any interior / civil works that the Allottee may carry out in the Apartment;
- 20.35 Shall not violate and shall observe and perform all the rules and regulations which the said Society may have adopted and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the 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 said Society regarding the occupation and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;
- 20.36 Shall not do or permit or suffer to be done anything in or upon the Apartment or any part of the Building which is or may, or which in the opinion of the Promoter and/or Society is or may, at any time be or becomes a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining apartments or the neighbourhood provided always that the Promoter 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 apartments of the Building and the Allottee shall not hold the Promoter so liable;
- 20.37 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 Apartment or in the Common Areas and Amenities or in the Other Common Areas;

20.38 Shall never in any manner enclose any flower beds/pocket terrace/s/balconies (if applicable)/part terraces (if applicable) 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 Apartment and keep the same unenclosed at all times. The Promoter/Society shall have the right to inspect the 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 Apartment to its original state;

20.39 The Allottee covenants that the Promoter Interest shall not be paid by the Promoter if the Allottee commits any breach of terms and conditions contained herein.

20.40 If the Allottee chooses to avail financial assistance from any bank/financial institution to acquire the Apartment, it shall be the sole obligation and liability of the Allottee to repay and discharge the loan amount and all sums including but not limited to interest, penalties and charges thereon. However, if there is any delay, in payment to the Promoter of any instalment of the Consideration, by such bank/financial institution, the same shall be construed a breach and default by the Allottee of this Agreement and the consequences of breach as envisaged in this Agreement shall follow.

20.41 The Allottee represents that the Allottee undertakes to maintain and operate, at the Allottee's cost and expense, the Sewage Treatment Plant ("STP"), Fire Fighting System or any other similar systems located on the Project Land from the date of handover of the Apartment. This maintenance and operation shall be in conformity with the rules and regulations governing such systems. The Allottee shall indemnify and hold the Promoter/Society harmless from any liability arising out of the non-functioning or legal violations related to the STP, Fire Fighting System or other systems located on the Project Land.

## **21. RIGHTS OF THE PROMOTER**

21.1 The Promoter shall have the right and be entitled to and the Allottee shall permit the Promoter and its surveyors and agents with or without workmen and others, at all times, to enter into and upon the Apartment to view and examine the state and conditions thereof. The Allottee shall permit the Promoter and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon

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the Apartment or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the Building.

21.2 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 Promoter) as also permission/no objections for mortgaging the Apartment or creating any charge or lien on the apartment and notwithstanding the mortgages/charges/lien of or on the Apartment, the Promoter shall have first and exclusive charge on the 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 Promoter under this Agreement or otherwise.

21.3 The Promoter shall have the right and be entitled, at any time hereafter, to mortgage, create charge and other encumbrances in respect of the apartments forming part of the Developers Free Sale Area as defined in the said Redevelopment Agreement.

## **22. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

22.1 The Promoter hereby represent and warrant to the Allottee as follows:

- (i) The Promoter has right to develop the Project Land in the manner provided in the Search and Title Report dated \_\_\_\_\_ annexed to this Agreement and has the absolute right to carry out development upon the Project Land;
- (ii) The Society has permitted the Promoter to enter upon the Project Land and carry out the work of construction thereon in the manner provided under Redevelopment Agreement;
- (iii) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development on the Project Land and shall obtain requisite approvals from time to time to complete the Project;
- (iv) The Promoter shall be entitled to develop the Project either by itself or through any other person or party;
- (v) The Promoter shall be at liberty to raise construction finance from time to time to develop the Project without affecting the rights of the Allottee in respect of the Apartment;
- (vi) There are no litigations pending before any Court of Law with respect to the Project Land;

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- (vii) All present approvals, licenses and permits issued by the Competent Authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law;
- (viii) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.

### **23. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE**

#### **23.1 The Allottee represents and warrants that:**

- (i) the Allottee has adequate funds and/or has made arrangements for the purpose of making payment of the Consideration and other amounts payable to the Promoter;
- (ii) he/ she/ they has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;
- (iii) no receiver and/or liquidator and/or official assignee or any person is appointed in respect of any of the Allottee's assets and/or properties;
- (iv) none of his/her/their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- (v) no notice is received from the Government in India (either Central, State or Local) and/or from abroad for his/ her/ their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/ her/ them;
- (vi) no execution or other similar process is issued and/or levied against him/ her/ them and/or against any of his/ her/ their assets and properties;
- (vii) he/ she/they is/are not of unsound mind and/or is not adjudged to be of unsound mind;
- (viii) he/ she/ they has/ have not compounded payment with his creditors;
- (ix) he/ she/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence;
- (x) he/ she/ they is/ are competent to contract and enter into this Agreement as per the prevailing Indian Laws;

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(xi) The Allottee has understood the entire scheme of development of the Promoter as set out in this Agreement and has obtained the clarifications required by the Allottee and the Allottee is fully satisfied with regards thereto.

23.2 The Promoter has considered the accuracy of the aforesaid representations and warranties to be an important and integral part of this Agreement and has executed this Agreement upon reliance of the same.

#### **24. INDEMNITY**

The Allottee hereby covenants with the Promoter to pay from time to time and at all times the amounts which the Allottee is liable to pay under this Agreement and to indemnify and keep indemnified the Promoter and its agents and representatives, at all times against any expenditure, loss or expense arising from any claim, damages, claims, suits, proceedings, expenses, charges that the Promoter may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement and/or on account of unauthorised alteration, repairs or wrongful use, etc. to the said Apartment, including the amount expended on litigation in enforcing rights herein and/or on account of or occasioned by any accident or injury to the Allottee or his/her representatives or any person/s visiting the Allottee or his/her family, guests or visitors or staff, or all persons claiming through or under the Allottee, before or after taking possession of the said Apartment and during the occupation, use and enjoyment of the Project, Building, the Project Land and the Common Areas and Amenities and Other Common Areas.

#### **25. FOREIGN EXCHANGE MANAGEMENT ACT**

The Allottee clearly and unequivocally confirm/s that in case remittances related to the Consideration and/or all other amounts payable under this Agreement for the Apartment are made by non-resident/s/foreign national/s of Indian origin, then it shall be the sole responsibility of the Allottee to comply with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other relevant laws including that of remittance of payments, acquisitions, sale or transfer of immovable property/ies in India and provide to the Promoter with such permissions/approvals/no objections to enable the Promoter to fulfill its obligations under this Agreement. Any implication arising out of any default by the Allottee shall be the sole responsibility of the Allottee. The Promoter accepts no responsibility in

this regards and the Allottee shall keep the Promoter fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a 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 in writing to the Promoter immediately and comply with all the necessary formalities, if any, under relevant laws.

## **26. ANTI-MONEY LAUNDERING**

26.1 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 contravention 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 (collectively "**Anti Money Laundering**").

26.2 The Allottee further declares and authorizes the Promoter to give personal information of the Allottee to any statutory authority and/or any enforcement department as may be required from time to time. The Allottee further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge.

26.3 The Allottee further agrees and confirms that in case the Promoter becomes aware and /or in case the Promoter is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Promoter shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Allottee shall not have any right, title or interest in the said Apartment neither have any claim/demand against the Promoter, which the Allottee hereby unequivocally agree(s) and confirm(s) in the event of such cancellation/termination, the monies paid by the Allottee shall be refunded by the Promoter to the Allottee in accordance with the terms of this Agreement only after the Allottee furnishing to the Promoter a no-objection / consent letter from the statutory authorities and/or any enforcement department permitting such refund of the amounts to the Allottee.

## **27. PROMOTER TO MAINTAIN SEPARATE ACCOUNT**

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The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, towards the outgoings, legal charges and other charges and shall utilize the amounts only for the purposes for which they have been received.

## **28. NOTICE**

28.1 All letters, circulars, receipts and/or notices, emails issued by the Promoter dispatched under Certificate of Posting to the address known to them of the Allottee will be a sufficient proof of the receipt of the same by the Allottee and shall completely and effectually discharge the Promoter. For this purpose, the addresses are as under:-

### **Allottee**

Address: \_\_\_\_\_

Email: \_\_\_\_\_

### **Promoter**

Address: \_\_\_\_\_

28.2 A notice shall be deemed to have been served as follows:

- (i) if personally delivered, at the time of delivery;
- (ii) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same.

28.3 It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post and/or email failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

28.4 In case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

## **29. STAMP DUTY AND REGISTRATION CHARGES**

29.1 The full ad-valorem stamp duty in accordance with the Maharashtra Stamp Act, 1958 and the full registration charges in accordance with the Indian Registration Act, 1908, of and incidental to this Agreement shall be borne and paid by the Allottee. The Allottee will lodge this Agreement for registration with the Office of the concerned

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Sub-Registrar of Assurances at Navi Mumbai latest within 1 (one) month from the date of its execution, and the Promoter shall attend the Sub-Registrar's Office and admit execution thereof, upon and after the Allottee informs the Promoter of the number under which it has been lodged for registration. In case of a Deed of Cancellation being executed, the stamp duty and the registration charges shall be payable by the Allottee alone.

29.2 The Allottee shall pay the amount of GST levied, any other tax made payable on the sale of the said Apartment, by whatever name called and/or leviable and/or becoming payable now and/or becoming payable at any time hereafter on the Apartment and/or on the basis of this Agreement under the provisions of Goods and Services Tax and/or any other tax statute.

29.3 The Allottee shall bear and pay all the amounts payable on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee's account.

### **30. FURTHER ASSURANCES**

The Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

### **31. MISCELLANEOUS**

31.1 Use of attached terrace: It is understood and agreed by and between the Parties hereto that the terraces attached to the Apartment, if any, are intended for the exclusive use of the respective Allottee. The terrace shall not be enclosed by the Allottee till the permission in writing is obtained from the concerned Authority and the Promoter/Society.

31.2 Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said Apartment or of the Project Land, hereditaments and Apartment or any part thereof or of the Building thereon or any part thereof.

31.3 The Allottee confirms that the Allottee has visited and has physically seen the Project Land and has understood all the representations and disclosures provided by the Promoter in this Agreement and the Allottee is not entering into this Agreement on the basis of any advertisement or brochure or oral representation concerning the Project or the Apartment.

31.4 The Allottee hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the Project Land and the Apartment and has expressly understood the contents, terms and conditions of the same and the Allottee after being fully satisfied has/have entered into this Agreement and further agrees not to raise any objection in regard to the same.

31.5 This Agreement may only be amended through written consent of the Parties.

31.6 For the purposes of this transaction, the details of the PAN of the Promoter and the Allottee are as follows:-

(i) Promoter PAN

(ii) Allottee's PAN

### **32. GOVERNING LAW**

The rights and obligations of the Parties under this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai courts will have the jurisdiction for this Agreement.

### **33. DISPUTE RESOLUTION**

Any dispute between Parties shall be settled amicably. In case if the disputes are not settled amicably, the disputes shall be referred to Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 read with rules and regulations.

### **34. WAIVER**

34.1 No forbearance, indulgence, relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these

presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

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

**35. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with the Schedule and Annexures hereto along with the payments of the amounts due as stipulated in the payment plan by the Allottee and secondly, appears for registration of this Agreement before the concerned Sub-Registrar.

**36. ENTIRE AGREEMENT**

This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, brochures, documents and/or arrangement entered into, executed and/or provided, whether oral or written between the Parties in regard to the said Apartment, the Building and/or the Project and/or the Project Land.

**37. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES**

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 Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**38. SEVERABILITY**

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If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the rules and regulations made thereunder or under other Applicable Laws, such provisions of this Agreement shall be deemed to be amended or deleted in so far as they are inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the Applicable Law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**39. FURTHER ASSURANCES**

The Parties agree that they shall execute, acknowledge and deliver other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**IN WITNESS WHEREOF** the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

*(Description of the Project Land)*

All that piece or parcel of land bearing Plot Nos. 9 to 18 bearing corresponding Survey No. 83A (part) and Survey No. 17 (part), admeasuring in the aggregate 4109.64 sq. mtrs. or thereabouts situated at Sector – 2, Vashi, Navi Mumbai – 400 703 within the jurisdiction of the Navi Mumbai Municipal Corporation and which land is bounded as follows:

On or towards the North	:	By 11 Meters Road;
On or towards the East	:	By 38 Meters Road;
On or towards the South	:	By 11 Meters Road; and
On or towards the West	:	By 11 Meters Road.

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## SECOND SCHEDULE

[ Apartment]

Apartment bearing no. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq.mtr. carpet area (exclusive of \_\_\_\_\_ sq.mtr. private terrace \_\_\_\_\_ sq.mtr. open balcony \_\_\_\_\_ sq.mtr. sit out/verandah and \_\_\_\_\_sq.mtr. dry balcony appurtenant to the Apartment) on the \_\_\_\_\_ floor in the **Building** of the Project known as "LA VITA" which is being constructed on the Project Land described in First Schedule written hereinabove together with the exclusive right to use \_\_\_\_\_ covered parking space located in the \_\_\_\_\_ *[insert Mechanized Car Parking Tower or Basement Car Parking]* admeasuring \_\_\_\_\_ sq. ft. having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breadth x \_\_\_\_\_ ft. vertical clearance as allotted by the Promoter.

## THIRD SCHEDULE

*[Payment Millstones/Consideration]*

Sr.No.	Milestone	Percentage
1.	10 days from Booking	9.9%
2.	15 days from Registration	10.1%
3.	On commencement of Excavation	8.0%
4.	On or before completion of Excavation	7.0%
5.	On or before completion of Foundation	7.0%
6.	On or before completion of Plinth	6.0%
7.	On or before completion of Slab 3	5.0%
8.	On or before completion of Slab 6	5.0%
9.	On or before completion of Slab 9	5.0%
10.	On or before completion of Slab 12	4.5%
11.	On or before completion of Slab 15	4.5%
12.	On or before completion of Slab 18	4.5%
13.	On or before completion of Slab 21	4.5%
14.	On or before completion of Slab 24	4.5%
15.	On or before completion of Terrace	4.5%
16.	On or before completion of flooring	5.0%
17.	On Occupation Certificate	5.0%

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IN WITNESS WHEREOF parties hereto have set and subscribed their respective hand and seal on the day and year first hereinabove mentioned.(Agreement)

SIGNED, SEALED & DELIVERED  
BY THE WITHIN NAMED **PROMOTER**  
**KOLTE-PATIL NIVASTI DEVELOPERS**  
**& BUILDERS LLP.**

through its Authorized Signatory-

MR. \_\_\_\_\_



\_\_\_\_\_  
**PROMOTER**

SIGNED, SEALED & DELIVERED  
BY THE WITHIN NAMED **ALLOTTEE**

1. MR. \_\_\_\_\_

2. MRS. \_\_\_\_\_

WITNESSES:

1)

2)

*Whilst the Promoter shall endeavour to enter into agreements with allottees in the form substantially similar to this Draft Agreement For Sale Of Apartments, the Promoter reserves its right to make suitable modifications/amendments to this Draft Agreement For Sale Of Apartments as the circumstances may require*

**RECEIPT**

**RECEIVED** from the Allottee/s a total sum of **Rs.** \_\_\_\_\_/-  
 (\_\_\_\_\_ **Only**) being the Earnest Money paid by the  
 Allottee to us on or before the execution of these presents in respect of sale of the said  
 Apartment.

<b>RECEIVED AMT.</b>	<b>CHEQUE NO</b>	<b>CHQ. DATE</b>	<b>BANK</b>
/-			
/-			
_____/-	Total received amount		

**WE SAY RECEIVED**  
**FOR, NIVASTI DEVELOPERS & BUILDERS LLP**

\_\_\_\_\_  
 (Authorized Signatory)