NIRVANA GARDENS

VILLAGE :- KOLIVALI , TALUKA:- KALYAN

DIST:-THANE

WARD NO. :-

Apartment/shop/office

Rera Carpet Area : :-**_____Sq.mtrs.**

Building is :-**_____floors**

Market Value :-Rs._____/-

Actual Value :-**Rs._____/-**

Stamp :-**Rs._____/-**

AGREEMENT FOR SALE

This **Agreement** is entered into at **Kalyan** on this ____ Day of _____ Month, Year **2024.**

Between

M/s Sqylines Builders LLP, a LLP, having its **PAN No._____, and** having its office at M/s Tharwani Infrastructures, Near Meera Nx Hospital, Kalyan Ambarnath Road, Ulhasnagar 421003 through its partner **Mr.** _____, Indian Inhabitant hereinafter referred to as **''Promoter''** (Which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include the partner or partners of the time being of the said firm, their survivor or survivor, heirs, executors, administrators and assigns of such last survivor)of the **FIRST PART**

AND

Mr./Mrs. _____.

(PAN NO-_____)Indian Inhabitant, aged-_____years, occ._____.**)**

Phone Number:-_____.

Email id-_____.

Residing at:-**_____.**

Hereinafter referred to as the "Allottee"(which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include his/her/their respective legal heirs, executors, administrators, assigns and nominee)of the **SECOND PART**.

WHEREAS, in this Agreement for Sale, unless the context otherwise requires, the following terms are defined as under:

a) **"Project"** means a Real Estate Project known as **Nirvana Gardens,** proposed to be completed in phases on lands bearing Survey Nos 33/1/A, 33/1/B, 33/1/C/1, 33/1/C/2, 33/1/C/3·;. 33/1/D, 33/1/F, 33/1/H, 33/1/E, 33/1/L, 33/1/M, 33/1/N lying and situated at village Kolivali, Taluka-Kalyan, Dist- Thane within the limits of Kalyan Dombivali Municipal Corporation.

Project was commenced by Promoter after obtaining Commencement certificate dated 15TH MARCH 2024 bearing Serial No. KDMC/TPD/BP/KD/2023-24/97. As per sanctioned plans, Promoter is permitted to construct multi-storeyed buildings being Phase 1 - A (IVANA), Phase 2 - B (IRIS) and Phase 3 - C (IVY).

In Phase 1 the promoter shall construct Residential building known as Phase 1 wing A (IVANA), in Phase 2 the promoter shall construct Residential cum Commercial known as Phase 2 wing B (IRIS) and in phase 3 of the said project the promoter shall construct only Residential known as Phase 3 wing C (IVY). Each phase shall be registered as separate RERA project.

Promoter has decided to apply for revised permission to carry out additional construction upto 30 Floors in each Phases i.e. Phase 1 i.e. wing A (Ivana) and Phase 2 i.e. wing B (Iris) and in Phase 3

i.e. wing C - (Ivy) the Promoter will construct seven floors in wing C (Ivy) (and possible expansion from 7th floors to 30th floors subject to amalgamation of adjoining lands).

"Project land" means land admeasuring 7009 sq. mtrs from out of plot of land admeasuring 10820 Sq. Mtrs. bearing S. Nos. 33/1/A, 33/1/B, 33/1/C/1, 33/1/C/2, 33/1/C/3·;. 33/1/D, 33/1/F, 33/1/H, 33/1/E, 33/1/L, 33/1/M, 33/1/N lying and situated at village Kolivali, Taluka-Kalyan, Dist- Thane within the limits of Kalyan Dombivali Municipal Corporation.

The portion of land admeasuring 552sq.mtrs, from out of 10820 Sq. Mtrs, is affected by 15 Mtrs. wide development plan roads, land admeasuring about 1695 sq mtrs is reserved for school and the portion of lamd area admeasuring about 2168 sq mtrs (30% land usable) is reserved for garden, the promoter has proposed to develop said plots as a single project for constructing building Nos. A, B and C. As such the project land is stated to be 7009 sq. mtrs. The said land adm. 7009 sq. mtrs is hereinafter referred as **"PROJECT LAND".** The project land is more particularly described in **SCHEDULE-I** hereunder written.

That an area admeasuring about 77 sq. meters is shown as "Not in Possession" in the Sanctioned Lay Out Plan. The promoter will apply to survey officer/TILR for conducting of survey and after getting survey maps if the area is notified as in possession of the

promoter then the promoter will apply for modification and revision of building plans as regard to an area admeasuring about 77 sq. meters titled as “Not-in-Possession” and after grant of revised certificate in this regard, the Promoter shall carry out the construction accordingly.

AND WHEREAS the Promoter/Developer is sufficiently entitled to develop the project land. The Promoter has acquired development rights of said land. The details of transactions executed by owners of said land are narrated in forthcoming paragraphs.

A. AND WHEREAS by and under an Development Agreement dated 23/05/2023, duly registered with the Sub-Registrar of Assurance at Kalyan-4 under Sr. No.7139/2023 dated 23/05/2023 made and executed between Anusaya Mohan Bhoir, Shobha Ashok Jadhav, Chandrashekhar Damodar Bhide, Priyanka Chandrashekhar Bhide and Dipika Chandrashekhar Bhide have assigned the development rights in respect of said lands in favour of SQYLINES BUILDERS LLP through its partner Mohan H. Tharwani Builders/Promoter herein, therein called and referred to as Developers, on terms, conditions and for the consideration mentioned there in and in pursuance thereof the said Anusaya Moharn Bhoir and others have also executed Irrevocable Power of Attorney dated 23rd MAY 2023, registered at the Office of Sub-Registrar of Assurances at Kalyan - 4 under Sr. No. 7140/2023 dated 23.05.2023 in respect of said property in favour of Builders/Promoters herein ;
B. And whereas, Vide registered Sale Deed dated 21.11.2023, duly registered with sub registrar of assurances, kalyan-2 at sr. no.

24295/2023 dated 21.11.2023, the promoter herein M/s. Sqylines Builders LLP has purchased an area admeasuring about 666 sq mtrs out of 1000 sq mtrs of survey no. 33/1/M, situated at village kolivali kalyan, from its owners Dilip Vaman Karbari and others for valuable consideration, and on the terms and conditions as more particularly described in the sale deed.

C. And whereas, Vide registered Sale Deed dated 21.11.2023, duly registered with sub registrar of assurances, kalyan-2 at sr. no. 24283/2023 dated 21.11.2023, the promoter herein M/s. Sqylines Builders LLP has purchased an area admeasuring about 334 sq mtrs out of 1000 sq mtrs of survey no. 33/1/M, situated at village kolivali kalyan, from its owners Mohan Matya Karbari and others for valuable consideration, and on the terms and conditions as more particularly described in the sale deed.

D. And whereas the owners Dilip Vaman karbari, Mohan Matya Karbari and others, and confirming parties as mentioned in sale deeds dated 21.11.2023 have also executed General Power of Attorneys all dated 21.11.2023 in favour of promoters i.e M/s. Sqylines Builders LLP and the same has been registered in respect of survey no. 33/1/M.

E. Vide Lease Deed dated _____ the area of adm. _____ sq, mtrs which is earmarked on layout is given to MSEDCL for 99 years for substation/transformer.

AND WHEREAS, the Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter is in possession of the project land

AND WHEREAS the Promoter has proposed to construct on the project land Phase 1 -A (Ivana), Phase 2 - B (Iris) and Phase 3 – C (Ivy) and club house having total building/floor area of approximately 58161.07 Sq mtr (Family Units Area + Non FSI area like lobby, Balcony, Natural Terrace etc and Mahada Flats + FSI) ubject to approval from KDMC or Competent Authority. The said development will be carried out by the Promoter in phases.

AND WHEREAS the Allottee is offered an Apartment bearing number_____ on ____ floor, (herein after referred to as the said "Apartment") in the wing of the Building called_____ (herein after referred to as the said "Building") being constructed in the___ phase of the said project by the Promoter.

AND WHEREAS, The Promoter has entered into a standard Agreement with an Architect Mr. Vijay Pandey having their office at 303, Rajkamal

tower, above Kotak Mahindra Bank, Santoshi mata road, kalyan west., Kalyan (W) registered with the council of Architects having registration no. CA/96/20081 and said Agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority No._____.Authenticated copy is attached in **ANNEXURE "F".**

AND WHERAS the Promoter has appointed M/s Epicons Consultants Pvt. Ltd. Having address 216/A, Amarglan Complex, Opp. ST Depot, LBS Road, Khopat, Thane. A structural Engineer for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to 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 Real Estate (Regulation and Development)Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; The Allottee has also visited the site location for verification of dimensions & sizes the project and has checked the present stage of construction.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A'** and **'B'**, respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C**.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No.....on.....floor in wing situated in the building No.__ being constructed in the_phase of the said Project,

AND WHEREAS the carpet area of the said Apartment is_____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or veranda area and exclusive open terrace are appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees_____) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both here by admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner herein after appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no._____;

AND WHEREAS, Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Unit with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the (Unit).

NOW THIS AGREEMENT WITNESSES AND IT HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1 The Promoter shall construct the building/Phase 2 Wing B- (IRIS) consisting of **Ground floor (Parking + Commercial) + 1 upper floor (Podium parking) Approved [2nd to 30th upper floors (future expansion by utilizing TDR/premium/ancillary)]**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 Purchaser in respect of variations or modifications which may adversely affect the Unit of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1(a) (i) The Allotee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allotee Unit No. _____ on ____ floor in wing ____ having RERA carpet area of _____ Sq. mtrs.(i.e. _____ Sq. ft.), inclusive of areas covered by internal partition walls, but excluding external walls, exclusive shafts/balcony/terrace area (if any) along with balcony (if any) admeasuring ____ sq. mtrs (i.e.____ sq. ft.). Usable area of the unit is_____ including the area covered by the external walls, areas under services shafts and exclusive balcony (if any) appurtenant to the said Unit for exclusive use of the Purchaser or verandah area and exclusive open terrace area (if any) appurtenant to the said Unit for exclusive use of the Purchaser, area covered by the internal partition walls of the Unitas shown in the Floor Plan there of hereto annexed and marked **ANNEXURE D** for the price of **Rs._____/- (Rupees _____).**
Cost of the tenement shall include Legal expenses, society charges, Share money, entrance fees, electricity meter charges, substation expenses, water connection charges, development charges, deposits, transformer charges, grill charges, property tax and club house

membership charges, and documentation charges but does not include the taxes and other statutory payments, Service Tax, VAT, Goods and Service Tax (GST), any other Municipal Taxes or Levies, Cess, GST on development etc. or any such statutory taxes /cess/duties etc. nor does it include the advance maintenance charges.

1 (b) The Allottee hereby agrees to have allotment from the Promoter and the Promoter hereby agrees to allot to the Allottee _____ podium/Stilt/stack/open parking spaces situated at stilt and/or podium/Open area being constructed in the layout. The details of parking spaces shall be provided at the time of handing over of possession of apartment.

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs (Rupees_____ only) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs .....(Rupees.....)in the following manner:-

Time of payment	**S+30**	**Amount**
On issuance of Letter of Allotment	5%	

	On execution and registration of Agreement for Sale	5%	
	On commencement of Plinth Work	15%	
	On completion of Plinth work	20%	
	On completion of 1st Slab	0.81%	
	On completion of 2nd Slab	0.81%	
	On completion of 3rd Slab	0.81%	
	On completion of 4th Slab	0.81%	
	On completion of 5th Slab	0.81%	
	On completion of 6thSlab	0.81%	
	On completion of 7th Slab	0.81%	
	On completion of 8th Slab	0.81%	
	On completion of 9th Slab	0.81%	
	On completion of 10th Slab	0.81%	
	On completion of 11th Slab	0.81%	
	On completion of 12th Slab	0.81%	
	On completion of 13th Slab	0.81%	

	On completion of 14th Slab	0.81%	
	On completion of 15thSlab	0.81%	
	On completion of 16th Slab	0.81%	
	On completion of 17th Slab	0.81%	
	On completion of 18th Slab	0.81%	
	On completion of 19th Slab	0.81%	
	On completion of 20th Slab	0.81%	
	On completion of 21st Slab	0.81%	
	On completion of 22nd Slab	0.81%	
	On completion of 23rd Slab	0.81%	
	On completion of 24th Slab	0.81%	
	On completion of 25th Slab	0.81%	
	On completion of 26th Slab	0.81%	
	On completion of 27th Slab	0.81%	
	On completion of 28th Slab	0.81%	
	On completion of 29th Slab	0.81%	
	On completion of 30th Slab	0.81%	

	On completion of 31th Slab	0.7%	
	On completion of external plumbing, elevation, terraces with waterproofing	5%	
	On completion of walls, Internal plaster, floorings, doors and windows	5%	
	On completion of external plaster	5%	
	On completion of lift, water pumps, electrical fittings, electro, Mechanical.	5%	
	On completion of entrance lobby, plinth protection, paving of areas	5%	
	On possession	5%	
	Total Amount	100%	

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Unit].

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser 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 Purchaser, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3%. All internal dimensions for carpet area are from unfinshed wall surfaces. If there is any reduction in the carpet area within the defined limit

then Promoter shall refund the excess money paid by Purchaser within forty-five days. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

1(i) All payments shall be made by the Allottee by drawing Cheque/DD in the name of '' **SQYLINES BUILDERS LLP NIRVANA GARDENS phase 2 Wing B Iris''**

1(j) The Allottee shall be liable to deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to the promoter within 07 days of such deduction made.

1 (k) the receipt for the payment made shall be issued by the Promoter only:

(a) After the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter or in the account as promoter

subsequently intimate to the Allottee:

(b) The TDs certificate, if applicable, is received by the Promoter.

(c) GST is paid by the Allotted as per applicable rates.

1(l) Allottee hereby agrees to pay the escalation on said consideration on following ground:

(a) Any increase on account of development charges payable to the competent authority.

(b) Additional cost/increase in charge imposed by the competent authorities,

(c) Additional/new taxes that may be levied from time to time.

1(m) The payment of taxes shall be made in the name of "_NIRVANA GARDENS **GST A/C"** maintained at HDFC **Bank** or any other Bank as decided by the promoter.

1(n) The charges and other out of pocket expense on this transaction shall borne by the Allottee. Further, the Allottee shall take immediate steps to get this deed registered under the Registration Act, 1908 by making payment of stamp duty and registration before the competent authority. The Allottee indemnifies the Promoter against any claim,

action, judgment, cost, expenses and penalties that may arise on Promoter due to inaction or noncompliance of obligation under this Agreement or under any other law.

2.1 The Promoter hereby agrees to observe, perform and comply with all the 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 and shall, before handing over possession of the Unit to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit.

2.2 Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the apartment to the Purchaser and the common areas to the Society of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the **project land** is **1174.02** Sq.mtr. square meters only and Promoter has planned to utilize Floor Space Index of **23088.14** Sq.mtr. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in

the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of **24262.16** Sq.mtr. as proposed to be utilized by him on the project land in the said Project and 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 declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Unit to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Promoter.

Provided, if the Promoter fails to abide by the time schedule for completing the project and handing over the Unit to the Purchaser, the Promoter shall have additional option to terminate the agreement and to refund entire amount, excluding taxes, along with same rate of interest. If this option is exercised then the Purchaser shall not be entitled to claim any

damages or compensation. Parties have agreed for this clause with complete knowledge of RERA provisions.

4.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing 3 defaults of payment of instalments, and/or for any other reason the Promoter decides to terminate this Agreement, then Promoter shall at his own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and/or email at the e-mail address provided by the Allottee, of his 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, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee subject to adjustment and recovery of agreed liquidated damages i.e. 50% of Apartment/unit cost within a period of thirty days of the termination, the instalments of sale consideration

of the Apartment which may till then have been paid by the Allottee to the Promoter.

Provided further that the promoter shall not be liable to refund the taxes and other statutory charges collected from the allotted till the date of determination of the agreement.

It is made clear that upon issuance of said termination notice present Agreement shall stand terminated and the Promoter shall have all rights to execute Agreement in favour of third party purchaser. If required, the Promoter may execute and register unilateral Deed of Cancellation in respect of present Agreement.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Unit as are set out in Annexure ___.

6. Subject to payment of entire agreed consideration and other charges payable under this Agreement, the Promoter shall give possession to the Purchaser of the Unit on or before 31st March 2029 **and revised date for completion is 30st September 2029**. If the Promoter fails or neglects to give possession of the Unit to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable to pay compensation equivalent to interest amount as may mentioned

in the clause 4.1 herein above from the date the Promoter received the sum till the date the possession is handed over.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the flat is to be situated is delayed on account of -
(i) War, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the project;
(ii) if any specific stay or injunction orders relating to the real estate project from any court of law, or Tribunal, competent authority, statutory authority, high power committee etc.,
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7.1 **Procedure for taking possession –**

The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of unfulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of

allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

Advance maintenance charges shall be payable with effect from the date of handing over of possession or issuance of Occupation Certificate by Planning authority, whichever is early. Maintenance charges would be required to be paid by the Purchaser at the time of handing over of the possession of the tenements by the Promoter to the Purchaser.

7.2 The Purchaser shall take possession of the Unit within 15 days of the written notice from the promoter to the Purchaser intimating that the said Units are ready for use and occupancy.

In case of joint purchase, the Promoter shall hand over possession to 1st purchaser. In case of death of 1st purchaser, the possession shall be handed over to 2nd purchaser.

In case of death of purchaser/s, the Promoter shall hand over possession to heirs of purchaser/s, subject to said heirs producing heirship certificate from competent civil court and further subject to payment of entire agreed consideration.

7.3 **Failure of Purchaser to take Possession of [Unit]**: Upon receiving a written intimation from the Promoter as per clause 7.1, purchaser shall pay the entire agreed consideration, advance maintenance charges, all other

charges payable under this Agreement. Upon receipt of above referred payments and execution of necessary indemnities, undertakings and such other documentation as prescribed in this Agreement the Promoter shall hand over physical possession of said Unit. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges and property tax as applicable with effect from date of Occupation certificate.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Purchaser of Residential Unit shall use the same or any part thereof or permit the same to be used only for purpose of residence. Similarly purchaser of Commercial unit, shall use it only for commercial activity as permissible under Development Control regulations, upon taking all valid permissions and licenses.

9. The Allottee along with other allottee (s) of Commercials in the building shall join informing and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoter shall submit the application in that behalf to the Registrar for registration of the Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other legal entity, within 3 (three) months from the date on which fifty one percent of the total number of allottees in such a building No. __book their Commercials.

The promoter has decided to form separate cooperative society for each building to be constructed in Nirvana Gardens. A Federation of societies shall be formed within 3 months from date of issue of Occupancy

certificate to the last building/wing in layout, Eeach of the society shall become a member of said Federation.

9.1 The Promoter shall (subject to his right to dispose of remaining flats/units/office/shop/commercial etc, if any), execute the conveyance of entire undivided building alongwith structure jointly in favour of the society within three months from the date of receipt of occupancy certificate of that society building.

The Promoter shall (subject to his right to dispose of remaining flats/units/office/shop/commercial etc, if any), execute the conveyance of land in favour of federation within three months from the date of issue of occupancy certificate in the last of the building/wing in the layout.

9.2 Within 15 days after notice in writing is given by the Promoter to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall pay maintenance charges, parking maintenance charges, local taxes, betterment charges, society formation charges or such other levies by the concerned local authority and/or Government and all other expenses necessary and incidental to the management and maintenance of the project land and building/s including all expenses which are due and payable under this agreement. Until Society takes charge, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The amounts so paid by the Purchaser to the Promoter shall not carry any interest. On handing over of charge to Society the aforesaid deposits (less deduction

provided for in this Agreement) shall be paid over by the Promoter to the said Society.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

1	**Flat Cost**	**___** **___**
2	**GST on Flat Cost as applicable as on the date of each payment.**	**___** **___**
3	**Advance Flat Maintenance Charges for 36 months** **For Apartment/Shops/ commercial Rs. _____/-** **1BHK – Rs._____/- per month** **2 BHK – Rs. ____/- per month** **3 BHK – Rs. ___/- per month**	**---**
4	**GST on Maintenance (as applicable as on the date of the payment)**	**----**
5	**Advance parking charges for maintenance for 36 months Rs.750/- per month per vehicle.**	**---**

6	**GST on Parking Charges for maintenance (as applicable as on the date of the payment)**	**---**

Note-

i. Flat purchaser should pay above stated amounts before taking possession of their respective flats/shops/commercial/offices. The payment of outstanding charges under these presents are condition precedent for handing over of possession.

ii. Other taxes, which are not included in the above amounts shall be paid as applicable at the time of each payment.

iii. Provided further, the Developer shall not be liable to contribute any amount towards Society Maintenance Charges in respect of unsold flats/Shops/Commercials/offices. The allottee has clearly, specifically and categorically agreed and understood that the promoter shall not be liable to pay any maintenance amount in respect of his unsold flats or nonallotted car parking reserved for unsold units. The allottee shall not raise any objection, claim or hinderance of any nature whatsoever in respect of unsold flats of promoter or non allotted car parking

either in his individual capacity or as a member of the proposed society/federation or as an office bearer/committee member of the said proposed society/federation. The allottee in his individual capacity or as a member of the proposed society/federation or as an office bearer/committee member of the said proposed society/federation shall not withhold any permission or grant of no objection or any other certificate or permission in respect of unsold flats or nonallotted car parking of the promoter. That failure to adhere to these conditions will amount to breach of trust.

11. The Purchaser shall pay to the Promoter legal fees for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of Society.

12. At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter hereby represents and warrants to the Purchaser as follows:

i. The Promoter has requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;/rera authorities.

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;/ rera authorities.

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with

all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. 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 Purchaser created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Purchaser under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement;

ix. At the time of handing over of charge to the Society of Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas to the Society of the Purchasers;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoter as follows :-

i. To maintain the Unit at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Unit is situated 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 building in which the Unit is situated, including entrances of

the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit 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 building in which the Unit is situated 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 Unit without the prior written permission of the Promoter

and/or the Society or the Limited Company. In the event of a breach of any of these conditions, the Allottee/s, apart from being liable to make good at his/her/its own costs, the damage caused because of breach/s, shall be responsible for the consequences thereof.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the project land and the building in which the Unit is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Unit is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Purchaser for any purposes other than for purpose for which it is sold.

ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

xii. Purchaser hereby covenants to keep said Unit, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good, tenantable and repairable condition and in particular so as to support, shelter and protect the parts of the building other than the said Unit. Purchaser further covenants not to chisel or in any other manner damage the columns, beams, slabs or RCC partition or walls or other structural members without the prior written permission of the Promoters, in the event of breach of any of these conditions, the Allottee apart from being liable to make good at his/her own costs, the damage caused because of breaches, shall also be responsible for the consequences thereof.

xiii. Purchaser shall not fix any dish antenna outside the Unit or change the position of A.C condenser (if provided) installed in the Unit or any of their accessories, which has possibility to spoil the exterior elevation of the Unit and the building. Purchaser can put additional AC condenser unit only after taking permission of Promoter

xiv. Purchaser shall not put any grill outside the windows of the Said Unit as well as shall not change the material, color, holes, windows, chajjas, railings etc which has possibility of spoiling the exterior elevation of the Unit and/or building.

xv. Purchaser shall not obstruct or prevent promoter in any manner from carrying out further construction of the buildings or structures, in such manner as promoter may deem fit and proper, as per the sanctioned Plans.

Xvi. In the event of any portion of the said property being required for putting up an electric sub-station/watchman room/Generator/OWC/STP/Fire Fight pump Room/UG tanks/ fire tanks or any other incidental or auxiliary utility or service essential to the functioning of the society which is shown in sanctioned layout plan the Promoters shall be entitled to give such portion to the concerned body for such purpose on such terms and conditions as the Promoters shall think fit and the promoter has its own discretion to change the location of the same as and when required the allottee shall not raise any objection.

xvii. The allottee shall not sell transfer assign the allotment of the said unit to another party without the consent of promoter all the provision contained herein the obligation arising hereunder in respect of said project shall equally be applicable and enforceable against any allottees of said unit in case of transfer as the said obligation go along with the said unit of all intents and purposes.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums

received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received. At the time of handing over, the amount towards provisional outgoings shall be deducted by the Promoter and remaining amount will be transferred in favour of the Society. It is agreed that the Promoter shall not be liable to pay any interest on the aforesaid amounts towards provisional outgoings.

15(a) In the interest of Purchasers and for environmental safety as per statutory requirement, a centralized Sewage Treatment Plant shall be operated and managed by agency appointed by the Promoters/Proposed Society of the Allottee/s/Federation/Apex body of the Societies. The said agency will supply treated water to all the buildings of the Project/Federation on the scheduled times, depending upon the availability of the said water. The usage of such treated water will be measured by water meter and the said agency will charge and claim the cost from the organization of the Purchasers per month as per consumption and accordingly the Purchaser will be mandatorily abide to pay those charges when claimed, also that as and when co-operative housing society shall be formed for a building or the Apex Body/Federation of all the Societies of the buildings to be constructed on the said property, such Society needs to share the operation and maintenance cost of the STP irrespective of the case whether the treated

water is used or not by the Society as this is centralized STP for all the buildings in the project Nirvana Gardens.

15(b) So long as each of the Apartments / Covered Parking Spaces in the said building is/are not separately assessed for municipal taxes and water taxes etc., the Allottee/s shall pay to the Promoter or to the Society when formed, a proportionate share of the municipal taxes and water taxes etc. assessed on the whole Building, such proportion to be determined by the Promoter on the basis of the area of each Apartment/covered parking in the said building. The Allottee/s alongwith other allottee will not require the Promoter to contribute to the proportionate share of the water charges, tanker water charges, electricity used for water, lifts and any other similar charges relating to occupation in respect of the building which are not sold and disposed off by the Promoter. The Promoter will also be entitled to the refund of the Municipal Taxes on account of such vacancy of such units.

15(c) In the event, the Promoter is providing any item/article/machinery in which warranty or guarantee has been provided by the Manufacturer/Supplier/Seller in such situation if there is any problem in those items/articles/machinery, the Allottee/s shall directly pursue with concerned manufacturer/agency for getting the same repaired/replaced without bothering the Promoter.

15(d) The Allottee/s agree and undertake not to raise any nature of objection whatsoever as regard to giving access to the third party plot/s going through

the plot/building compound, to such owners/possession holders or their authorized agents of the third party plots within the said property or adjacent to the said property.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Units or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is handed over to Society of Purchasers

17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE** After the Promoter executes this Agreement he shall not mortgage or create a charge on the Unit 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 Purchaser who has taken or agreed to take such Unit.

18 **BINDING EFFECT** Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the

concerned Sub Registrar as and when intimated by the Promoter. If the Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser,after deducting 50% of total sale consideration shall be returned to the Purchaser without any interest or compensation whatsoever.

19. **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, arrangements whether written or oral, if any, between the Parties in regard to the said apartment /building, as the case may be.

20. **RIGHT TO AMEND** This Agreement may only be amended through written consent of the Parties.

21. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS** 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 Purchasers of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

22. **SEVERABILITY** 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 the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to 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.

23. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT** Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Unit to the total carpet area of all the Units in the Project.

24. **FURTHER ASSURANCES** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions

of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. **PLACE OF EXECUTION** The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at_____ .

26. The Purchaser and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter (or any of his authorised person or constituted attorney) will attend such office and admit execution thereof.

27. That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name and address of Allottee:-

Mr./ Mrs. _____

Address: _____.

Email id-_____.

Phone No_____.

Address of Promoter:-SQYLINES BUILDERS LLP, at Survey No. 33/1/F, Nr. Pawan Atharva Phase 1 Bldg, Gandhare Road, Kolivali Village Kalyan (W) – 421 301

It shall be the duty of the Purchaser 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 failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Purchaser, as the case may be.

28. **Stamp Duty and Registration**: - The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser.

29. JOINT PURCHASERS:-That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser 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 Purchasers.

30. Dispute Resolution :- Any dispute between parties shall be settled amicably**.** In case of failure to settled the dispute amicably, which shall be

referred to the MAHA RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

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

32. **SPECIAL COVENANTS**

i. The Promoter shall develop the said project and the said entire project in accordance with the plans, designs, specifications approved by the competent authority from time to time with such variation or as may be required by competent authority or the Government.

ii. The Promoter has informed the Allottee and the Allottee is aware that the Prompter proposes to develop the said **project "Nirvana Gardens"** in a phased manner (Phase 1 i.e. A(Ivana) Phase 2 i.e. B (Iris) & Phase 3 i.e C (Ivy))since it is a large project and shall take a long time to develop.

iii. A per clause 9 in the event the allottee/s do not desire to sign and execute documents at the time of possession and/or refuses to sign and execute those documents in such an eventuality the

allottee/s shall execute a note in writing of his/their intentions of non signing of the document and non becoming of the member. That in such an eventuality and/or refusal of the alottees to sign, execute, to become member, to form society, the promoter shall not be held liable, responsible and/or accountable in any manner whatsoever nature as regard to non formation of the society and federation and consequently for non conveyance of land in favour of that proposed society and federation.

iv. The promoter has decided to form separate cooperative society for each building to be constructed in the project Nirvana Gardens. A Federation of societies shall be formed within 3 months from date of issue of Occupancy certificate to the last building/wing in layout, Each of the society and the members of those societies shall become a member of said Federation.

v. The Promoter shall intimate in writing to the Federation within one month about receipt of occupancy certificate in respect of last building and shall also call upon the Federation for coming forward for completion of formalities in regard to execution of conveyance deed of the land of the project in favour of the Federation. The Federation within one month from the date of receipt of communication from the Promoter shall show their readiness and willingness in writing for execution of conveyance deed and shall also come forward for completion of formalities

from their end. That the Promoter shall execute conveyance deed of the entire undivided land of the project in favour of the Federation, at the cost and expenses of the Federation, within three months from the date of recipt of the written communication from the federation as regard to finalisation of the conveyance draft. That in any event the federation shall complete all formalities and also finalisation of the draft of conveyance deed within six months from the date of intimation by the promoter as regard to occupancy certificate. That in the event, the Federation fails to communicate their intention and/or fails or neglects to take any efforts as regard to completion of formalities for execution of the Conveyance Deed in any manner whatsoever nature within stipulated time as mentioned herein, the Promoter shall not be held liable, responsible and accountable for such lapses on the part of the Federation or its Members.

vi. In Building B (Iris) the commercial part of the ground floor will be used for commercial purposes like offices, banks, hotels, banquet hall, wine shop, restaurant & bar, discotheque, hookah, food court, food bazaar, hospitals, tuition centers, showrooms and for any other uses, subject to approval from local and government authorities if required.

vii. The Promoter has expressed its intention to dispose of the commercial/shops/flats/offices to be constructed in the said

project on outright sale/ lease to the prospective buyers.

viii. That the Promoter will construct common Swimming Pool and Landscape on the Terrace of "A" & "B" Wing and the Allottee has clearly, specifically and categorically got understood that the Swimming Pool so constructed by the Promoter on Terrace of "A" and "B" Wing is common for "A", "B" & "C" Wing and it will be accessible or used or enjoyed by all the Flat/Shop/Unit/Office Owners or their Members or Society Members and their family members of all the Phases i.e. "A", "B" & "C" Wing.

ix. That the Allottee has clearly, categorically and specifically understood that the Club House and its amenities, Swimming Pool, Landscape, Drivers' Room, Society Office, Podium Parking on ground and 1st floor, is common for all i.e. Wing A (Ivana), Wing B(Iris) and Wing C (Ivy).

x. The Allottee has understood that minor variation (+/-) upto 3% in actual carpet areas may occur on account of site conditions. In toilets the carpet area will be inclusive of pali walls. The total

price payable for the carpet area shall be recalculated upon confirmation by the Promoter.

xi. That the Promoter will construct Society Offices for each of the wings which is shown and demarcated in the sanctioned plan.

xii. That the promoter is intending to apply and implement advanced technology of "Ceiling Suspended System" for better and long life of plumbing and drainage pipes in the buildings. That the ceiling suspended system is also known as hassle-free technology and easy to maintain and repair. That in the celling suspended system two parallel horizontal plumbing/drainage pipes are being affixed on the roof of the units/flat/shop and the same can be covered by affixing false ceiling. That the Allottee doth hereby grant his permission for such "Ceiling Suspended System" and the concerned allottee shall co-operate to other allottee or society or federation in the event of any maintenance or repairs are warranted.

xiii. **The** plan showing locations and sizes of columns/pillars which protrude inside the flats/shops/commercial/offices agreed to be purchased

by allottee is annexed herewith as **Annexure** – **___.**

xiv. **Parking:** Following clauses will apply to the Purchasers who have been allotted the parking spaces;

a. The Allottee will utilize the parking, if allotted, for his/her/their personal use. The location and other details viz parking number shall be intimated at the time of handing over of possession of the said unit.

b. The Allotee shall not be allowed to allot/transfer/let-out said parking space to any outsider/visitor i.e other than the unit Allotted.

c. The said parking space must be used only for the purpose of parking vehicle and not for any other purpose.

d. Allottee shall keep the said parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner.

e. The Allottee shall pay maintenance of open/stilt/stack/puzzle/tower/basement podium parking charges of Rs.750/- per month per vehicle in advance for 36 months. The Promoter shall not be liable to pay any maintenance charges for non allotted parking spaces attached to unsold flats.

f. Promoter has shown the

open/stilt/Stack/Puzzle/Tower/basement for four wheeler and two wheeler parking on approved plan, but the promoter on its own discretion can add/ delete/ change the parkings during the construction as per his requirement.

g. The Developer has made provision of stack parkings in stilt parking area itself. Meaning thereby the stilt parking space can be used to park two vehicles (1 at stilt level & 1 at stack level) The Developer has decided to allot the said parking space (compromising of 1 stilt parking and 1 stack parking) In common to, two flat purchasers. So that, the expenses for maintaining stack parking can be shared by said two owners. Furthermore, said two flat owners can make interse arrangements regarding their vehicles. The details regarding co-allottee of parking space shall be provided in parking allotment letter. The flat purchaser do not have any objection for such common allotment.

h. The Society shall not have right to cancel allotments made by Promoter and shall finally ratify the reservation of such parking in its first meeting at the time of handover by the promoter.

xv. **Podium Parking-**

i. The Developer has proposed to provide the additional parking facility by constructing additional podium parking floor i.e 1st

floor in the building named as Wing "A(Ivana) & B(Iris)" as sanctioned by planning authority. The said parking will be named as 1st Floor (P1), Since the said buildings are part of the project comprising of multiple buildings, the occupants of the buildings i.e. Wings A(Ivana), B(Iris) and C(Ivy) will have a right to enjoy the parking facility which is proposed in wing "A,B&C" but that enjoyment will be at the discretion of the Promoter. Occupants of Wing A& B shall not raise any objection, if the parkings are allotted to the occupants of other building i.e C. Parking situated in Wing "A (IVANA) &B (IRIS)" can be allotted by the Promoter to the occupants of Wing C (IVY).

j. Since, Promoter has proposed to construct additional podium parking floor on 1st floor, the construction cost of said additional podium floor will be incurred by the Promoter itself. The Promoter at its own discretion may give one or more than one parking out of the Parkings to the unit purchaser. No one can raise any objection in that regard. However, the maintenance of the said additional podium parking floor i.e P1 on 1st will be done at the cost of the allottees of the parkings. Hence, the Promoter has decided to frame separate parking policy for allottees of Parking's, situated on ground and additional podium parking on P1 on 1st. The Promoter shall have every right to revise the said rate of parking maintenance. Property tax and all other statutory

taxes in respect of ground and additional podium parking floors shall be collected from allottees of Parkings situated on ground and additional podium parking in 1st floor of building. Allottee of parking shall pay, in advance, parking charges of 36 months (3 years). Amount of Rs. 750/- will be charged for every four-wheeler per month (750 x 36= Rs. 27,000/-). Allottee of parking shall collect receipt for such payment. Promoter shall maintain the parking area for 3 years or till handing over to the Society, whichever is earlier. The Society shall not have right to cancel allotments made by Promoter. The unallotted parkings shall always belong to Promoter.

k. The Promoter on its own discretion can allot the parking on **"First Come First basis"**. The other unit holder cannot raise any objection for the same.

xvi. **Club House-**

l. The Club House is being constructed on ground, first and second floor, which shall be common for all buildings i.e A(Ivana), B(Iris) and C(Ivy).

m. The Promoter is providing the said common amenities completely as per discretion of Developer and without any statutory obligation as such.

n. That the Allottee has clearly, specifically and categorically got understood that the Club House will constructed by the Promoter on Ground, 1st and 2nd floor of "A" and "B" Wing and that the Club House is common for "A", "B" & "C" Wing and it will be accessible or used or enjoyed by all the Flat/Shop/Unit/Office Owners or their Members or Society Members and their family members of all the Phases i.e. "A", "B" & "C" and thereby will not be any objection, hindrance, restriction or disturbance by the Allotee or its Association or the Society, when constituted, thereby preventing any member/owners including the member/owner of the "C" Wing.

o. It is made clear that the Promoter shall not be liable to make any contribution towards Club Maintenance amount or any other amounts payable for common expenses, so long as the flats are unsold and unoccupied, the flat Purchaser/ allottee shall not raise any claim against Promoter to make any such contribution.

p. The Promoter/Developer hereby declares that Nirvana Gardens is to be developed in phase wise manner. The project consist of residential cum commercial buildings. The Allottee has clearly, specifically and categorically understood that the Developer will be well within his rights to revise the plan as and when required, needed or warranted according to his own discretion.

xvii. **Restrictive Covenant**

q. Nothing contained in this Agreement is intended to be nor shall be constructed as grant, demise or assignment in law of the unit in favor of Allottee unless all amount as agreed upon in this agreement is paid by the Allottee to the Promoter and unless this agreement is duly stamped under the Maharashtra stamp Act, 1958 and registered under the Registration Act,1908.

r. The Allottee shall have no claim save and except in respect of the said unit herby agreed to be sold to him. All open space, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the promoter until the said project is conveyed to the society of Allottees.

s. The Allottee shall neither have any claim on the other part of said land which is to be developed in subsequent phases nor in the common amenities open spaces, internal and external development. All the spaces and land shall be conveyed to confederation of the societies after the entire project Nirvana Gardens is ready for Occupation.

xviii. **Default by Allottee:** Following shall be deemed to be a default on the part Allottee :

(a) Default in making timely payment of sums due as mentioned in

this agreement;

(b) Creating nuisance on the site resulting in danger/ damage to the said project/ said entire project/said land, treat to life;

(c) Delay in accepting the possession of the unit beyond a period of 2(two) months of intimation to take possession by Promoter;

(d) Refusing/delay in taking membership of society formed for the said project;

(e) Breach of any terms and condition of this agreement;

(f) Breach of any law or provisions thereto.

(g) Obtain forceful occupancy possession of said unit before receipt of occupation certificate by competent authority.

The Allottee will not be in default if he corrects/ remedies such breach within 15 days of notice from the Promoter to the Allottee.

xix. **Declaration by the Promoters :** Promoter hereby declare as follows:

a. The promoter hereby agrees to observe, perform and comply with all the terms, stipulations and destruction of any, which may have been imposed by competent authority and the concerned local authorities at the time of sanctioning the said plan or thereafter and shall before handing over possession of

the premises to the Allottee, apply to the concerned local authority for occupation and completion certificate in respect of the unit and obtain the said certificate as per the provision of law.

b. The promoter shall not be liable for any delay caused due to Maharashtra electricity Distribution Co. Ltd. defaulting/ delaying the supply of electricity or due to the local authority concerned delaying the supply of permanent "water connection" or such other service connections necessary for occupying the said unit. The allottee hereby the condones the delay on the above count.

c. The promoter shall provide common internal road in the project.

d. The Project amenities are being developed along with the whole project. The building would be completed in phases and handed over to respective societies. The amenities would be handed over to the confederation once the whole project is completed and said land is conveyed to the confederation. The Allottee is entitled to use the amenities as and when they are completed introspective of formal handing over to confederation provided the Allottee has become a member of society and has taken possession of his unit.

e. The Promoter is entitled to utilize design, brand, shape, size and color material than that mentioned in the Annexure-__ in

the event the supply of promised material is withdrawn by the supplier or for any other reason. The promoter undertaken and assures that it will use only good and standard quality material close to the quality of material and of such specification as mentioned in the list of amenities.

xx. **Declaration by the Allottee :** Allottee herby declares as follow:

a. The Allottee has verified the various documents mentioned in the agreement including title search report of the said land and it's satisfied that the promoter has absolute developable and marketable title to the said land.

b. Allottee has agreed, verified and understood the proposed plan prepared by the promoter for the said entire project including the future development in its entirety. The promoter making changes in said project as per said proposed project upon getting permission and sanctions from the concerned authority.

c. Allottee is eligible and entitled to purchase the said unit and Allottee hereby assure, undertake to guarantee that the allottee shall use the said unit or any part there are of or permit the same to be used for the purpose of residence and/ or permitted professional activities. The Allottee shall neither

claim any exclusive right, title or interest on its proportionate share of undivided common space & amenities neither provided by the promoter nor claim any division or sub division of such common area.

d. The Allottee hereby declares and confirms that he has seen the proposed revised plan. The allottee do not have any objection for the said plan.

e. The allottee has verified and perused the development permission and commencement certificate and conditions contained therein. The allottee has also understood the proposed plan. The allottee has also visited the site and understood the infrastructure available currently and have inquired about the role of government agencies in providing permissions and infrastructure for the project.

f. The allottee here by assure and undertake that he will not hold the promoter liable for any delay which are beyond the control of the promoters especially delays attributable to corporation or delays due to the various amendments made to governmental policies during the development of the said project. The allottee declares that he will not claim any interest or compensation from promoter or any other benefit in any other manner due to changes made by the government

authorities or planning authorities or due to delay in obtaining permissions by promoter. The allotte has agreed to off- set the benefit of lower pricing of unit against any delay in future.

g. If Allottee wishes to make it site visit during development, prior written permission from the promoter is necessary. Promoter shall not be responsible for any accident or mishap that may happens on site either to Allottee or to any of his family members or friends.

h. The Allottee herby, assures, undertake and confirm that the Allottee shall not at any time and in any case interfere, cause nuisance, block, obstruct, stop, raise any dispute, objection On contention whatsoever or in any way hamper the said right of way access provided in perpetuity you to the adjoining land and/third party from the said land/set entire project/Nirvana Gardens and also more particularly for the said unit. The allottee nearby unconditionally agreed the said right of way/access provided in perpetuity to the adjoining land and/or third party from the said land/ said entire project as more particularly shown on plan annexed hereto.

i. The Allottee shall make timely payment on the demand raised by promoter. In case of default in payment the allottee shall remedy the default within the prescribed period. The allottee

shall not object to the cancellation of this agreement if the default continues.

j. The promoter may complete any part portion or any floor of the said building and obtain part occupation certificate and give possession of the said unit to the allottee hereof in such situation, the allottee shall not be entitled to raise any objection thereto. If the allottee takes possession of the said unit in such of the said unit in such part completed building part or portion or floor the promoter or its agents or contractors shall carry on the remaining work with the allottee occupying the said unit. The allottee shall not object to protest or in any way of obstruct in the execution of such work even through the same may causes any nuisance or disturbance to him/it

k. It is agreed that said entire project has been named Nirvana Gardens and that neither the allottees of premises in the building nor the society/ body corporate promoter Shall be entitled to change the said name in any manner whatsoever.

l. The Allottee shall not interfere with the use of amenities in Nirvana Gardens by the other Allottees of units.

m. The Promoter will be entitled to place neon sign and Board for branding of **''Nirvana Lifespaces & Tharwani**

Infrastructures'' and Nirvana Gardens at strategic places in the entire project. The Promoter shall ensure a separate electric meter for the said purpose and the changes for such meter and maintenance of such neon sign/board shall be borne by the promoter. The Allottee assures that it shall not object to such neon sign and boards at any time. That the Promoter is going to affix his brand signage boards at different parts of the project including on the buildings, passages, walls, terrace, elevations, main gate, club house, swimming pool or any other suitable places. The Allottee either in his individual capacity or as member of the Society / Federation or in any other capacity shall not raise any objection of any nature whatsoever upon the same. That it has been clearly, specifically and categorically agreed and understood by the Allottee that those signage boards will be permanently affixed on those places and they will not be removed by the Allottee or the Society or the Federation. That it has been clearly, specifically and categorically agreed and understood by the Allottee that the Society or Federation will duly maintain those signage boards and they will not do any act or omission, which will cause damage to such boards and/or will not create any obstruction or indrance in reflection of those signage boards. That it has been agreed by the Promoter that in the event of any major fault occurred in those signage boards, the

same will be got duly repairs or replaced by the Promoter at his own cost and expenses. That it has been clearly, specifically and categorically agreed and understood by the Allotte either in his individual capacity or as Member of the Proposed Society/Federation or in any other capacity that they will not resists or refrain the Promoter in carrying out repairs or replacement of those signage boards or affixing of new signage boards.

n. The Allottee understand and accept that the promoter is developing the said entire project in phases. This agreement is for particular unit in one building in a particular phase the right of the promoter to construct and develop this phase and all other phase remains unhindered and the allottee shall not claim exclusive right title and interest in any portion of the land or any phase or constructed/ under construction area or amenity space or the FSl on this said land in the said entire project till the completion of all phases and conveyance of the said land to the confederation of the societies.

o. The Allottee shall obtain ‘’No Objection Certificate’ and No Dues Certificate’’ from promoter to transfer the right, title and interest in respect of the said unit to third party during course of construction of said project or before possession of said unit is handed over to Allottee whichever is later. Without

obtaining the said certificate any document executed by Allottees in the name of a third party shall be treated as void –ab-initio'.

p. The Allottee shall not put adverse and derogatory news, material and opinion on the media in any form or manner about the project or the promoters. Any default by the Allottee would be treated as breach of contract and promoter would be entitled to claim cost and compensation and cancellation of this agreement coupled by forfeiture of advance given by the Allottee.

q. The Allottee shall also provide a copy of the leave and license agreement to the promoter along with a copy of the police verification, wherever the Allottee has rented the said unit to a 3rd party.

xxi. **UNDERSTANDING BETWEEN THE PARTIES:**

The Promoter and the Allottee also agree to the following:

a. The Allottee shall not raise any demand on the Promoter for the delay in getting the supply of electric and water. On offering possession of the said unit to the Allottee, shall be liable to bear and pay their proportionate share in the consumption Of electricity and water if sourced from

alternate Source in the intervening period.

b. The Allotee shall be permitted/allowed to commence interior works in the said unit only upon obtaining Occupancy Certificate/part Occupation Certificate and possession letter from the Promoter and after making all payment as per this agreement. Prior to carrying, out the interior works in the said unit, the Allottee shall give to promoter, in writing the details of the nature of interior works to be carried out.

c. Promoter shall be entitled to inspect all interior works carried out by the Allottee. In the event Promoter finds that the nature of interior work being executed by the Allottee is harmful to the said unit or the structure, facade and/or elevation of the said Building then, Promoter can instruct the Allottee to stop such interior work and the Allotee shall stop such interior work at once, without raising any dispute.

d. The Allottee will ensure that the debris from the interior works shall be dumped in an area earmarked for the same and will be cleared by the Allottee, on a daily basis, at no cost to promoter and no nuisance or Annoyance to the other Allottees. All costs and consequences in this regards will be to the account of the Allottee.

e. The Allottee will further ensure that the contractors and workers (whether engaged by the Allottee) during execution of the interior work do no dump any material (waste or

otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the free flow of waste water, thus resulting in perennial choking and leakage in the said unit or the Building.

f. The Allottee/s shall ensure that the contractors and workers do no use or spoil the toilets in the said unit or in the building and use only the toilets earmarked by Promoter for this Purpose.

g. All materials brought into the said unit for carrying out interior works will be at the sole cost safety, security and consequence of the Allottee and that Promoter will not be held responsible for any loss/theft/ damage to the same.

h. If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee at his /he/their/its own cost and that promoter will not be held responsible for the same. All liabilities and damages airsing out of such injury will be borne and paid by the Allottee alone.

i. During the execution of interior works, if any of the Allottees contractor /workmen/agents/ representatives misbehaves or is found to be in a drunken state, then the said contractor/workmen/agents/ representative will be removed

forthwith and will not allowed to re-enter the said unit and the Building. Further, the Allottee shall be responsible for acts of such persons.

j. The Allottee shall extend full cooperation to Promoter, their agent, contractors to ensure good government of such interior works.

k. The Allotee shall ensure that common passages/walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter.

l. The Allottee ensures that the contractors hired by the Allottees shall not use lift for the purpose of carrying the material of interior world and if any damages is caused due to same it shall be repaired and brought to its original condition by the Allottee at their own expense within 30 days of written notice from the Promoter.

m. Having regards to the elevation of the building in the said project, the Allottee shall fix identical grills/railing and the air Conditioner in the places that are predetermined by the promoters/ that shall be approved by the Promoters. The Allotted shall affix the external grill/railings of such common design as shall be finalizes by the Promoter in the manner and as per the specification given by the Promoters. Accordingly, the Promoter has informed the Allottee shall, prior to extending the glass railing provided to the said

premises/fixing the grills to the windows/ balcony, take written permission from the promoters inter-alia undertaking to use similar material and similar design to those already provided by the Promoters in the said premises.

n. Similarly, the Allottee shall install the Dish Antenna for the Set Top Box on the common Terrace on the Top Floor only in the area specifically earmarked for the said purpose. Similarly, for any other new additional/facility/services/should the Allotte require to install any Instrument/Receiver/Dish either outside the said premises or on the Top Terrace, then the Allottee shall install such Instrument/receiver/dish, only after obtaining the written consent from the Promoter in the manner and at the location identified and approved by the Promoters.

o. Not put or place flower pots, vases or any plantation outside the Windows.

p. The Allottee shall not store any of their materials, belonging, and stock in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid, landing, etc.

q. The lift Facility in this project shall be used as per rules of the cooperative society form for the management of said building/s it is to be economically use the allottee as well as his her their employees or heirs shall not misuse the said lift will take care and corporate about it. The quality of lift shall

be good. But it is machine and is not manufactured by the promoters Therefore during the use of the lift and even as a result of any defect or otherwise if anyone is injured or any damage occurs then the co-operative society or promoters and not become responsible for it and the allottee for his her their employees/heirs etc shall not demand/shall not be entitled to demand such in damages/compensation from them and the Allottee hereby gives his her their assurance and constant in it.

r. The cost of conveyance of said land to Federation shall be borne by Federation and the allottees shall come forward to accept conveyance of said land in the name of Federation formed within two months' time of receiving intimation of such conveyance from the promoters.

xxii. **Maintenance Deposit:**

a. Commencing a week after notice in writing is given by the promoter to the allottee that the said unit is ready to use and occupation, the allottee Shall be liable to pay proportionate share of outgoings in respect of said land for water charges insurance common lights repairs, salaries property tax if any security, sweepers and all other expense necessary and incidental the maintenance of the said land such proportionate

share of expense shall be calculated on ad hoc basis or on the the basic of area of the said unit plus the addition area attached to the said unit i.e gross usable area vis a vis gross usable area of said project.

b. The Allottee shall also pay to the promoter advance maintenance of Thirty Six months aggregating to rupees _____/- for shop/commercial/flat and GST or any other taxes of rupees _____/- as common maintenance charges for the upkeep and maintenance of the said project building. The allottee shall draw cheque/demand draft/manager's cheque in the name of SQYLINES BUILDERS LLP maintenance A/C maintained in HDFC Bank branch or any other bank has decided by the promoter. The amount so paid by the allottee to the promoter shall not carry any interest and remained with the promoter until the building is conveyed to the society as aforesaid.

c. The allottee shall bear the pay monthly maintenance charge directly to the society after the handing over of the building to the respective societies.

d. The Allottee contribution as mentioned above at the time of taking possession and shall not with hold the same for any reason whatsoever.

e. The promoter will maintain the single account for deposits of maintenance for all phases i.e A WING, B Wing & C Wing.

f. Upon conveyance in favour of Federation or upon completion of 3 years of maintenance, whichever is earlier, the Promoter will hand over the charge to the respective society and thereafter the society will collect the further maintenance which will be decided by the society. If in any case the handover gets delayed or not possible for any reason the promoter shall have all rights to revise i.e increase the amount of maintenance to be charged from the allottee for further period.

g. So long as each purchaser of the flats and Units in the New Building shall not be separately assessed, the Purchaser/s shall pay such proportionate part of the assessment in respect of the New Building as may be provisionally determined by the Developer, whose decision shall be final and binding upon the Purchaser/s.

h. The Purchaser/s undertake/s to pay increase in taxes, water charges, insurance and such other levies, if any, which are imposed by the KDMC/ Local Authority and/or Government and/or Public Authority

i. In case any deposit or money or any other charges are demanded by any authority for the purpose of giving water, electricity, sewerage, drainage and/or any other security deposit for appropriate connection to the New Building such deposit or money or any other charges, in addition to and over

and above the charges specified in the same shall be payable by all the purchasers of the flats and Units in proportionate share and the Purchaser/s agree/s to pay within 7 (seven) days of demand to the Developer his/her/its/their share of such deposit or money.

j. If at any time, any development and/or betterment charges and/or any other levy is demanded or sought to be recovered by the KDMC, Local authority, Government and/or any other public authority in respect of the said Premises and/or the New Building, the same shall be the responsibility of the all the purchasers of the flats and Units in the New Building and the same shall be borne and paid by all the purchasers including the Purchaser/s in proportionate shares.

xxiii. **Unsold Units in Project:**

a. The Promoter shall be included as member of said society for un-sold units upon formation of the Society.

b. The Promoter Shall be Entitled to sell the unsold unit in said project without any separate permission or consent of said society. They promoter may mortgage the unsold units of the said project with the financial institution without any separate NOC from said society.

c. The Allottee or society shall not be entitled to demand any transfer charge for the transfer of unsold units by the promoter to prospective allottees.

d. The prospective allottee of unsold unit will be inducted as a member of the said society and no objection shall be raised by the said society or the allottee herein

e. The promoter shall be entitled to retain all unallotted parking space in the said project and allottee/ society /confederation shall not raise any objection or create any hindrance in the enjoyment of said parking by the promoter.

f. Promoter shall be entitled to all the rights of being a member of society i.e. right to attend meeting, right to vote in the meeting etc.

g. Promoter shall not be liable to pay any maintenance charges in respect of unsold flats and unallotted parking spaces.

h. In the event of organization of all the Allottee/s being formed and registered before the sale and disposal by the Promoter of all the units/parking spaces, the powers and the authorities of such organization shall be subject to the overall authority and control of the Promoter in respect of all the matter concerning the said building and in particular the Promoter shall have absolute authority and control as regards the unsold units/covered parking spaces and disposal thereof; PROVIDED AND ALWAYS the Allottee/s hereby agree/s and confirm/s that in the event of such organization being formed earlier than the Promoter dealing with or disposing off all the units in the said building then and in that event any

Allottee/s of Apartment/covered parking space from the Promoter shall be admitted to such organization on being called upon by the Promoter without payment of any premium or any additional charges.

xxiv. **Waiver not a limitation to Enforce**:

a. The promoter may without prejudice to its right as set out in this agreement waive the breach by the allottee in delay in making payments as for the payment plan including waving the payment of interest for delay payment it is made clear and so agreed by the allottee that exercise of discretion by the promoter in the case of one allottee will not be construed to be a precedent and/ or binding on the promoter to exercise such discretion in the case of other Allottee.

b. Failure on the part of promoter to enforce at any time or for any period of time the provisions hereof will not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision

c. Any delay tolerated or indulgences shown by the promoter in enforcing the terms of this agreement or any forbearance or giving of time to the allottee by the promoter will not been construed as a waiver on the part of the promoters of any breach for non-compliance of any of the terms and conditions

of this agreement by the allottee nor will be same in any manner produce prejudice the right of the promoter.

xxv. **Compliance of laws relating to remittances:** The allottee, if a resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in foreign exchange management act,1999, reserve Bank of India act and rules and regulations made there under any statutory amendments (s) modification (s) made thereof all other applicable laws including that of the remittance of payment acquisition/sale/transfer of immovable properties in India etc, and provide the promoter with such permission, approvals which would enable the promoters to fulfil its obligations under this agreement. Any refund, transfer of security, provided in terms of the agreement shall be made in accordance with the provision of foreign exchange management act, 1999 or statutory enancements or amendments thereof and the rules and regulation of the reserve Bank of India or any other applicable. The allottee understands and agrees that in the event of any failure on his or her path to comply with applicable guidelines issued by the reserve Bank of India; he/shall liable for any action under the foreign exchange management act, 1999 other laws as

applicable, as amended from time to time.

The promoter accept no responsibility in this regard. The allottee should keep the promoter fully indemnified and harmless in this regard. Whenever there is any changes in the residential status of the allottee subsequent to the signing of this agreement, it shall be sole responsibility of the allottee to intimate the same in writing to the promoter immediately and complete with necessary formalities if any under the applicable laws. The promoter shall not be responsible towards any third party making payment/remittances on behalf of any allottee and such third-party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the promoter shall be issuing the payment received in favour of the allottee only.

First schedule (Project Land)

SCHEDULE - I

All those pieces and parcels of freehold lands situated at Kolivali, Taluka Kalyan, District Thane within the limits of Kalyan Dombivali Municipal Corporation bearing Survey No.s Nos 33/1/F, 33/1/D, 33/1/L, 33/1/K/3, 33/1/N, 33/1/K/1, 33/1/B, 33/1/E, 33/1/A, 33/1/H, 33/1/K/2, 33/1/M

area admeasuring 7009 sq. mtrs.

Bounded as Follows:-

On or Towards East: _____

On or Towards West: _____

On or Towards South: _____

On or Towards North: _____

Second Schedule

(SAID ENTIRE PROJECT)

A Complex of 3 Phases, out of which Phase 1 shall be residential, A comprising of Ground Plus 29 upper Floors Approved (30th floor future expansion) Floors, named as Phase 1 Wing A- Ivana, Phase 2 wing B Iris shall be residential cum commercial, comprising of Ground Plus 30 upper Floors having commercial/shops/offices on the ground floor named as Phase 2 Wing B- Iris, Phase 3 C wing residential cum commercial (future proposed) comprising of Ground Plus 7 upper Floors approved (future expansion of G+30 floors), named as Phase 3 Wing C- Ivy

Third Schedule

PHASE- II of the PROJECT ("SAID PROJECT'')

Building Phase 2 Wing B- (IRIS) consisting of Ground + 2nd Floor approved (30 floors subject to future expansion) constructed on piece and parcel of land as described in first Schedule herein above.

Fourth Schedule

SAID FLAT

FLAT No. _____, admeasuring carpet area of **_____sq.mtrs. on ____floor** Phase 2_____as per approved planand includes the areas of columns/pillars which protrude inside the Apartments provided that the actual area may differ to the extent of 3% of the agreed carpet area of the apartment in a housing project to be known as **"Nirvana Gardens**" to be Constructed on land described in first schedule at Kalyan-Thane

IN WITNEES WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY, MONTH AND YEAR ABOVE WRITEEN

Signed, Sealed & Delivered By

The within named promoter

SQYLINES BUILDERS LLP

Mr. _____

Signature:

Signed, sealed &Delivered By

The Within named **Allotee**

Name:

Signature:

In presence of:

1._____

Signature:

2. _____

Signature:

List of Annexures

A. Title Certificate.

B. 7/12 extract of said Land.

C. Layout Plan.

D. Floor Layout Plan.

E. Search Report.

F. RERA Certificate.

G. Fixtures & Fittings.

H. Layout of Club House & Recreational Garden.

I. Location & size of columns/pillars.

J. Conversion Tax.

R E C E I P T

RECEIVED from the above named the Other Party the sum of Rs._____/- (Rupees _____ Only) as and by the way of part-payment/advance/full of Sale Consideration as herein above mentioned by Cheque.

All Cheques are subject to realization.

I SAY RECEIVED

FOR SQYLINES BUILDERS LLP.