

Date- 06/05/2024

To,
 MAHA RERA,
 Mumbai

Subject: **Deviation Report** for Agreement for Sale.

Project Details: NIRVANA GARDENS PHASE 2, WING B KNOWN AS IRIS.

Sir,

1. Please find enclosed herewith the draft of Agreement for Sale. There are deviation in Agreement for Sale which is highlighted in Yellow colour.

1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee 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 Unit as 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(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.

4.1 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 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.

7.1 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.

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.

10 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 unallotted 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 unallotted 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.

Clause 14

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(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.

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 Promoter 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. 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 allottees 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 receipt 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 ceiling 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 Allottee 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-

- a.** 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).
- b.** 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 ($750 \times 36 = \text{Rs. } 27,000/-$). 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.

c. 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-**

- a. 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).
- b. The Promoter is providing the said common amenities completely as per discretion of Developer and without any statutory obligation as such.
- c. That the Allottee has clearly, specifically and categorically got understood that the Club House will be 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 Towers i.e. "A", "B" & "C" and thereby will not be any objection, hindrance, restriction or disturbance by the Allottee or its Association or the Society, when constituted, thereby preventing any member/owners including the member/owner of the "C" Wing.
- d. 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.
- e. 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

- a. 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.
- b. The Allottee shall have no claim save and except in respect of the said unit hereby 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.
- c. 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 hereby 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 allottee 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 hereby, 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 hereby unconditionally and irrevocably gives consent to 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 hindrance 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 Allottee either in his individual capacity or as Member of the Proposed Society/Federation or in any other capacity that they will not resist 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 tower 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 FSI 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 Allottee 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 Allottee 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 arising 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 Allottee 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 Allottee 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 SQY LINES 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 be 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.

There are some of the clauses in Agreement for Sale which are highlighted in Green Colour

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 6th Slab	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 15th Slab	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 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%	

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 September 2028. 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.

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.

23. 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.



Mokshay P Sadhwani



Partner of SQYLINES Builders LLP