

			Allottee/s are intimated of the same by the Promoters.
84		46u	Addition :- The Maintenance Charges shall be charged on proportionate basis or on lumpsum basis, at the sole discretion of the Promoters. After the building is ready and all the Unit Allottee/s are duly intimated by the Promoters for taking possession, the 'Maintenance charges' of the entire building will be divided amongst all the Unit that are sold and apportioned according to their areas on pro rata basis, irrespective of whether the Allottee/s have taken 'possession' and/or 'furniture possession' / or 'fit-out possession' of their Unit or not and irrespective of the O.C. is obtained or not.
85		46v	Addition :- The Allottee/s is aware that the water supply to the building, till the O.C. is obtained, or even after O.C may fall short and hence tanker water may be required. Also, till the O.C. is obtained the water charges and taxes levied by VVCMC shall remain high. The same will be taken into account for calculating 'Maintenance charges'. The regular water connection will be obtained by the Promoters only after obtaining full O.C.
86		46w	Addition :- The Allottee/s shall pay outgoing of their respective premises the Promoters or to the Society when it gets formed, for each Quarter i.e. April to June, July to September, October to December and January to March in the beginning of the Quarter without waiting for any bills, notice, or intimation for the same as per the outgoings mentioned in the agreement or revised out goings as intimated to the Allottee/s from time to time, after advance deposit for maintenance is utilized towards the flat.
87		46x	Addition :- The Allottee/s is aware that if outgoings are not paid by all regularly, the management of the said Unit, the said Building and the Project Land may fall in jeopardy and essential amenities may be withheld, and in such event defaulting Allottee/s will be responsible and



			Promoters will not be held responsible for the same.
88		46y	Addition :- The Allottee/s will not hold the Promoters responsible if municipal taxes or other outgoings are not paid or the Project Land is not properly managed unless all Unit Allottee/s regularly pay for their regular contributions and outgoings as stated hereinabove.
89		46z	Addition :- The Allottee/s shall keep the fire escape passage and all staircases free of any obstructions at all time.
90		46aa	Addition :- The society/Allottee/s will admit all the Allottee/s of Unit as members of the Society, in the event of such sale by the Promoters takes place after the registration of the Society and shall charge only Rs.2,600/- (Rupees Two Thousand Six Hundred Only) towards the share price and the entrance fee.
91		46bb	Addition :- If the said building "NICON VISTA Wing G/ H" or any part thereof gets demolished and/or gets damaged on account of any act of God such as earthquake, floods or any other natural calamity, act of enemy, war other causes beyond the control then such losses and damages incurred to the structure will be fully sustained by Allottee/s along with the other Unit Allottee/s and the Promoters shall not be responsible for such loss/damage. The Allottee/s shall have to make good the loss so sustained by them and the other Unit Allottee/s.
92		46cc	Addition :- The Allottee/s agree/s that as and when they desire to install the Air Conditioner in his/her/their said Unit then they shall install the same at the demarcated place shown by the Promoters and shall not install it at any other place, so as to maintain the elevation of the building. Similarly the Allottee/s shall not change outer elevation of the building by changing size of windows, chajjas, grills etc.



93		46dd	Addition :- The Allottee/s shall not change the design or location of the railing provided by the Promoters. If for safety reasons the Allottee/s requires to install full grill, he/she/they will take the permission of the Promoters to extend the railing or install invisible grill as per the design given by the Promoters or by their Architect. Under no circumstances will the Allottee/s make a box grill with chajjas protruding outside.
94		46ee	Addition :- The Allottee/s agree/s and confirm/s that he/she/they are aware that in the said building the Promoters have allotted Stilt / Mechanical / Stack Car parking to other purchasers and as such he/she/they find the entire parking arrangement just and proper and that he/she/they never had and he/she/they don't have nor we shall in future have or take any objection or create any dispute in respect thereof or in that behalf. The Allottee/s so availing the facility of the reserved car parking space shall also be liable to pay all the taxes, charges and dues as may be applicable including but not limited to the GST also.
95		46ff	Addition :- The Allottee/s is / are aware that the water provided for flushing will be from the STP plant and the same is duly accepted by them. Henceforth no complains shall be raised by them.
96		46gg	Addition :- The Allottee/s are aware that the CFC building and the clubhouse on the Larger Land described in the First Schedule hereunder written belongs to the Owners and the Allottee/s shall have no claim over the same.
97		46hh	Addition :- It is agreed and acknowledged by the Allottee/s that the club house and/or any other facility provided by the Promoters as the case may be constructed on the Said Property shall be for the exclusive use of all the residents / purchasers / Allottee/s of the Said Premises as may be comprised in the Building and the same shall not be commercially exploited and shall not



			be misused for any other purpose. All the charges including the maintenance, Service Charges shall be paid to the Promoters until and unless the same is not handed over to the Federation. It shall be responsibility of the Society/ Legal Entity to collect the charges so levied and handover the same to the Promoter in advance for every quarter. (Need additional clause for its useability and accessibility as per the choice of promoter)
98	15	47	No Change
99	-	48	Addition :- It is hereby agreed that till the Society is formed, the Allottee/s shall at his/her/their cost and efforts insure and keep insured his/her/their said Premises against loss or damage by fire, earthquake etc. in the full value thereof. The Allottee/s shall not do or permit to be done, any act or thing which may render void or voidable any insurance of any said Unit or premises or part of the said building or cause any increased premium to be payable in respect thereof or which may or is likely to cause nuisance or annoyance to occupiers of the other said Unit.
100		49	Addition :- The Promoters will be entitled to take action against the Allottee/s if he/she/they do not regularly pay his/her/their proportionate share of outgoing referred to in this Agreement every month.
101		50	Addition :- The Residential Unit sold to the Allottee/s herein is only for respective residential use and he/she/they will not be entitled to any change of user without written consent from the Promoters and or the concerned authorities.
102		51	Addition :- The Promoters shall be entitled to alter the terms and conditions of the Agreement relating to the unsold Unit in the said building of which the said Unit form part of, provided the rights of the Allottee/s herein relating to use, possession and enjoyment of the said Unit allotted to them are not affected in any manner.



103	16	52	No Change
104	11	53	No Change
105		54	Addition :- The Promoters have made it clear to the Allottee/s and the Allottee/s has expressly agreed that the Promoters have reserved the exclusive and permanent rights for installing hoardings, neon sign boards on the Project Land and on the building to be constructed on the Project Land or on the terrace of the said building "NICON VISTA Wings G & H". The Promoters may advertise for themselves or sell to/ give on rental basis the said right to advertise to anybody as per their own choice. The Allottee/s or their nominees or their Co-operative Society/ Company etc. as the case may be, shall not object to the same for whatsoever reason and the Allottee/s or Co-operative Society shall not claim any monetary consideration or any benefit in respect of installing of such hoardings or neon signs on the Project Land.
106		55	Addition :- In the event of the party being an Allottee of a hoarding site/communication Wing facility/other right in the said building or in the Project Land and in the event of the Promoters entering into agreement for allotment of the hoarding site/communication Wing facility/other right in the said building or in the Project Land with other party or parties including the Allottee/s of any such hoarding site/ communication Wing facility/other rights such party shall not be entitled to be an ordinary member of the Society but only an associate member to whom shall be granted a Conveyance of such hoarding sites/ communication Wing facility/ parking spaces/ other rights at the rent equivalent to the proportionate outgoing including taxes, etc. if any payable in respect of the hoarding site/ communication Wing facility/ parking space/ other rights and the Allottee/s shall not be entitled to object to such grant by the Promoters and shall consent to the proposal for granting such permanent Conveyance in favour of such party or parties of such hoarding site/communication Wing facility/ parking space/ etc.
107		56	Addition :-



			The Allottee/s herein along with other Allottee/s of other Unit in the said building undertake/s to become a member of the Society and for that purpose also from time to time to sign and execute all papers or applications that may be required including the bye-laws of the Society within seven days of receipt thereof, time being the essence, so as to enable the Promoters to form the said Society within the time limit prescribed by Rule-8 of the said Act. No objection shall be taken by the Allottee/s if any changes or modification are made in the Bye-laws of the Society or other competent authority. The power and authority of the Society shall be subject to the overall power authority and control of the Promoters in any of the matters concerning the building the construction and completion thereof and all amenities pertaining to the same and in particular the Promoters shall have absolute authority and control as regard the unsold premises and the disposal thereof.
108		57	Addition :- This Agreement shall always be subject to the provisions contained in the Maharashtra Real Estate (Regulation & Development) Act, 2016 and the Rules made thereunder and/or any modification/s and/or re-enactment/ amendment thereof and/or the rules or any other provisions of law applicable thereto and the provisions hereto.
109		58	Addition :- The Allottee/s is/are aware that the VVCMC while sanctioning the plans has laid down several conditions including following terms and conditions, stipulations and restrictions and the Owners/Promoters have agreed to the same and also given undertaking as required by the Corporation to specifically bring to the notice of the prospective Allottee/s that the proposed building is with deficient open space and joint open space and the Promoters have provided this clause as directed by the VVCMC and Allottee/s undertake/s, agree/s to observe, perform and comply with the same and the Allottee/s undertake/s and agree/s that the said terms and conditions will also be binding upon him/her/them/Society even after the Conveyance of the Project Land.



110		59	Addition :- The Allottee/s of the said Unit are aware that the building "NICON VISTA Wing G/ H " is constructed with deficient open space and joint open space and they shall not object for the development on the adjoining plot with deficient open space and joint open space.
111		60	Addition :- Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of the agreement or any forbearance or giving of time to the Allottee/s by the Promoters shall not be construed as a waiver or acquiescence on part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s and shall not in any manner affect or prejudice the rights of the Promoters.
112		61	Addition :- The Allottee/s at his/her/their own costs and charges shall present this Agreement at the proper registration office of the registrar within the time limit prescribed by the Registration Act and the Promoters will attend such office on being informed sufficiently in advance by the Allottee/s and admit execution thereof.
113		62	Addition :- All notices/ call letters/ demand letters and other writings and correspondence to be served on the Allottee/s or the Promoters as contemplated by this Agreement shall be deemed to have been duly served (whether accepted or not) if sent to the Allottee/ Promoters at his/her/its address specified in the title of the Agreement or at the email address notified by the Allottee/s and recorded in this Agreement.
114		63	Addition:- The Promoters hereby reserves its right to install its permanent signage consisting of its name/brand and logo on the terrace or external façade or any other part of the said Building, NICON VISTA - Wings G & H. The signage so installed will be permanent and will not be removed or dismantled by the Society of flat



			purchasers for any reason whatsoever. The said signage will be maintained by the Promoters and the Promoters, it's employees, servants and agents will have rights to enter into the said Building so as to maintain the said signage with prior intimation and related permission accorded by the Society of flat purchasers. In the event of illumination of the signage, the Promoters will install a separate electricity meter for the same and pay the electric bill in respect thereof. Also the Promoters will bear all applicable VVCMC and other taxes/charges for the signage installed. Provided however that if signage of "NICON VISTA", Promoters name or sister concern (where any Promoters/ AOP's/of Promoters is common) with logo is NOT installed and displayed then Promoters shall not bear and pay anything towards the maintenance, taxes or electricity etc.
115		64	Addition :- The recitals herein shall be treated as forming an integral part of the operative portion of this Agreement and this Agreement shall be read, understood and construed accordingly.
116	17 - Promoter shall not mortgage or create a charge	65	No Change
117		65a	Addition :- a. However, the Promoters shall have the right to mortgage or create a charge on the unsold premises.
118	18 - Binding Effect	66	Deviation :- Binding Effect: Forwarding this Agreement to the Allottee/s by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and



			when intimated by the Promoters. If the Allottee/s fails to execute and deliver to the Promoters this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith shall be returned after deducting taxes, booking amount, i.e. 10% of the total consideration amount and accrued interest, if any.
119	19 - Entire Agreement	67	No Change
120	20 - Right to Amend	68	No Change
121	21 - Provision of this agreement applicable to allottee / subsequent allottees	69	No Change
122		69a	Addition :- a. It would be mandatory for the Allottee/s to obtain NOC for sale/ to give on leave and license basis/ transfer in any form as per the Transfer of Property Act, 1882 of the said Unit from the Promoters till the Society is duly formed and functional. Allottee would be admitted as member of the society when formed only upon the Allottee/s fulfilling all the terms, conditions, covenants of this Agreement for Sale and all the other and subsequent affidavit, declaration, indemnity, undertaking and writing by whatsoever name called are fulfilled by the Allottee/s on their subsequent transferee/s. The



			Allottee/s may also be liable for payment of any additional charges if so required as and by way of non-occupancy charges.
123	22 - Severability	70	No Change
124	23 - Method of calculation of proportionate share	71	No Change
125	24 - Further Assurance	72	No Change
126	25 - Place of Execution	73	No Change
127	26	74	No Change
128	27	75	No Change
129	28 - Joint Allottees	76	No Change
130	29	77	Deviation :- The stamp duty and registration charges along with other out of pocket expenses (legal, technical, professional and admin cost) as may be applicable and incidental to this Agreement and Deed of Conveyance and/or any other document writing for fulfilling the true intents of this Agreement shall be borne and paid by the Allottee/s alone.
131	30 - Dispute Resolution	78	No Change
132	31 - Governing Law	79	No Change
133		80	Addition :-



			The promoters have passed on to allottees all the benefits of government related schemes, rebate of taxes and discount in total consideration price and hence all the taxes will be paid by Allottees for the smooth and simple process for the purchase of flats. the allottees admit all the government scheme related discount/rebates are adjusted in the basic flat cost in consideration of this agreement and allottees will not claim any further discount now or in future for the said flat.
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All the deviation between Model agreement for sale and our Sample Agreement for Sale are highlighted in the Sample Agreement for sale for your kind perusal

Thanking You,

For Veer Highlands LLP

For VEER HIGHLANDS LLP

Partner
(Nirav K Shah)
22nd July 2023

PARTNER

