



ELITE WORLD™

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Date: -25/01/2024

Declaration - Deviation Report with respect to model copy of Agreement For Sale

This is to state that **M/s. NATHDWARA DEVELOPERS PVT. LTD.** have prepared the draft agreement for sale as per the model copy issued by Maharashtra Real Estate Regulatory Authority.

The copy for Agreement for Sale as attached herewith along with this application has the following deviations in the Agreement of Sale from model copy issued by Maharashtra Real Estate Regulatory Authority.

Page No	Clause No	Subject Matter of Change
4	10	As per the new Unified Development Control and Promotion Regulation (UDCPR) which has already come into effect from 03/02/2020, an additional FSI is available over & above the present base FSI available on the said Plot and the computation of total FSI that shall be permissible for construction on the said Plot is done as per the provisions of UDCPR. Accordingly, the total permissible FSI including Base FSI together with the Enhancement of Base FSI, additional premium FSI + TDR and additional Ancillary permissible and such other FSI/ benefits that shall be permissible on the said Plot under UDCPR, 2020 (hereinafter referred to as the " Total Permissible FSI ") shall be utilized by the Promoters by constructing additional Flats/ Shops / floors/Wings in the said Building. Thus, to utilize the said Total Permissible FSI on the said Plot, the Promoters, through the said Architects, shall submit the revised building plans in respect of the said Plot by utilizing the Total Permissible FSI, for eventually constructing a Building with Ground + such upper Floors as shall be permissible on the said Plot (hereinafter referred to as the said Entire Layout) by utilizing the full potential of the said Plot and obtain the Amended Commencement Certificate for utilizing such additional FSI and/or TDR along with proportionate

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		ancillary FSI as shall be permissible on the said Plot. The Purchaser/s is/are informed and is/are aware and the Purchaser/s hereby accept/s that the Promoters are free and entitled to amend and/or modify the said plans and add additional Flats/ Shops/ premises/, floors/ Wings to the said Building/s or alter the user of any of the present users into any other permissible user as may be possible and permissible. Provided however the same does not in any manner prejudicially alter the plan and specifications of the Premises agreed to be purchased by the Purchaser/s herein. The Promoters herein have informed the Purchaser/s herein and the Purchaser/s is/are aware that the Promoters herein are likely to raise the height of the said Building by constructing additional Floors above the 24th Floor in the said Building/Layout in accordance with the revised Building Plans that shall be sanctioned for the said Building and the Purchaser/s herein, by signing this Agreement, accept/s the construction of such additional Floors by the Promoters herein.
6	20	The Promoters have further represented that as per the sanctioned Building plans, CIDCO Ltd. has sanctioned certain additional areas as permitted under UDCPR. The Certificate of the Architect detailing the aforesaid additional areas is annexed hereto and marked as Annexure "F". The Promoters have paid necessary premium/charges to the CIDCO Ltd. for getting the sanction of the said additional areas from the CIDCO Ltd. The Certificate issued by the Architect certifying the said carpet area and the said additional area sanctioned by the CIDCO Ltd. as mentioned herein above shall be final and binding on the parties hereto.
6	21	The Purchaser/s has/have seen and approved the Building and floor plan and have understood the nature and quality of construction and fittings, fixtures, facilities and amenities to be provided in the said Premises as per the general specifications and amenities to be provided in the said Premises.



6	22	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
8	4(C)	The Promoters have further represented that as per the sanctioned Building plans, CIDCO Ltd. has sanctioned certain additional areas as permitted under UDCPR. The Certificate of the Architect detailing the aforesaid additional areas is annexed hereto. The Promoters have paid necessary premium / charges to the CIDCO Ltd. for getting the sanction of the said additional areas from the CIDCO Ltd. The Certificate issued by the Architect certifying the said carpet area and the said additional area sanctioned by the CIDCO Ltd. as mentioned herein above shall be final and binding on the parties hereto
9	4(F)	. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 4(a) herein. It is agreed between the parties hereto that in case of increase or reduction in carpet area, both the Promoters and the Purchaser/s shall execute a Deed of Rectification or any other appropriate document wherein the said new carpet area of the said Premises shall be mentioned along with such other additions and alterations to this Agreement as shall be required by the Promoters in accordance with the said the Real Estate (Regulation And Development) Act, 2016. The Cost of registration of such Deed of Rectification shall be borne by the Purchaser/s alone.
10	4(G)	The Promoters have also informed the Purchaser/s categorically and the Purchaser/s has/have agreed/understood that all the Rules and Regulations governing the sale of Flats/ Shops by the Promoters and/or development of the said Plot by the Promoters and this Agreement shall be governed by Rules and Regulations under Real Estate (Regulation and Development) Act, 2016.



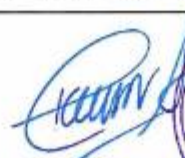
10	4(H)	The Purchaser/s hereby agree/s, declare/s and confirm/s with the Promoters that at the time of execution of this Agreement, the Purchaser/s shall deposit the entire TDS presently applicable at 1% of the total consideration or such amount of TDS as shall be applicable from time to time and deposit the same with the concerned authorities under Income Tax Department and the Purchaser/s shall file the necessary return of such TDS with the Income Tax authorities within the stipulated period under the Income tax Act, 1961 and shall also issue the TDS Certificate to the Promoters within the stipulated period. NOTWITHSTANDING anything contained herein, it is specifically agreed by the Purchaser that the Purchaser shall be entitled to get the credit of the TDS deducted by him/her/them only if the Promoters are entitled to get the credit from the Income Tax Department of such TDS amount paid by the Purchaser/s. In case if there is any additional TDS required to be deducted (in addition to the TDS already deducted), then the Purchaser/s shall deduct the same as and when required under law and the conditions mentioned above in this Clause shall be applicable for the additional TDS so deducted.
10	4I(a)	Upon the Promoters completing the said Project and obtaining Occupancy Certificate from CIDCO Ltd., the Promoters shall prepare a plan for reservation of Car park to the Purchasers of various premises and simultaneously on the Purchaser/s obtaining the possession of the said Premises, at the request of the Purchaser/s, the Promoters shall reserve for the Purchaser/s _____ Car Parking space in the said Building/Project, without charging any monetary consideration for such reservation in the said Project, subject to the Purchaser/s complying with the requisite terms and conditions in this regard. The Promoters have also proposed to provide stack parking in the said Project (as per the requirement of CIDCO Ltd.), for the ease of parking. The Promoters shall, in their sole and absolute discretion, decide the modus of allotment of such stack car parking and the terms



		and conditions on which such stack parking shall be allotted to the Purchasers. All decisions, allotments/ reservations for all the Car parking in the said Project, done by the Promoters, shall be final and binding on all the Purchasers and the Society/s that shall be formed.
10	4 I)(b)	The Purchaser/s shall not be allowed to allot/transfer/let-out/exchange the said parking to any outsider/visitor i.e., other than the Purchaser of the said Premises.
10	4 I)(c)	The Purchaser/s 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
10	4 I)(d)	The said car parking space shall be used only for the purpose of parking vehicle and not for any other purpose.
11	4(I)	The Purchaser/s hereby agree/s that he/ they does/ do not require/ is/ are not interested in reserving any Car Parking Space and accordingly, the Purchaser/s has/ have requested the Promoters not to reserve / allot/ earmark any car Parking space for the said Premises. The Purchaser/s also agree/s, declares, confirms and undertakes not to raise any request / claim in future for the allotment of Car Parking Space to the Promoters and the Purchaser/s shall not challenge or dispute the allotment of Car Parking Space made by the Promoters to other Purchaser/s, in any manner whatsoever and all such allotments done by the Promoters shall be final, irrevocable and binding on the Purchaser/s and his legal heirs and representatives. The Purchaser/s hereby agree/s that the decision made by the Purchaser/s for not seeking any Car Parking space is final, irrevocable and binding on the Purchaser/s and his/ her/their legal heirs and representatives and his/her/their subsequent buyers / assigns.
11	4(J)(i)	) All the unsold units including Residential and Commercial



		Units and unallotted Parking Spaces/System in said Project shall always be of the ownership of the Promoters. The Society shall not have right of any kind on the said unsold and unallotted flats/inventories of the Project.
11	4(J)(ii)	The Promoters shall be inducted as a member of said Society for unsold units upon conveyance/assignment of said Plot to Society.
11	4(J)(iii)	The Promoters shall be entitled to sell the unsold units in said Project without any separate permission or consent of society and the members of Society. The prospective Purchaser of such unsold units shall be inducted by the society as members and no objection shall be raised either by existing members or the Society.
11	4(J)(iv)	The Purchaser/s or Society shall not be entitled to demand any transfer charge or Membership charges or any other sum of any nature from the Promoters and/or the prospective Purchasers/Allottees for the transfer of unsold units by the Promoters to prospective Allottees/Purchaser/s.
11	4(J)(v)	The Promoters shall be entitled to retain all unallotted parking spaces/systems in the project to itself and allot at its sole discretion to any members of the project. The Society shall acknowledge all such allotments one by the Promoters at any later stage without raising disputes/claims of any nature (or necessary allot car park to new members).
11	4(J)(vi)	The Promoters are entitled to all the rights of being a member of Society i.e. right to attend meetings, right to vote in the meeting etc.
11	4(J)(vii)	The Purchaser/s hereby further undertake that at the point of time when there is Lease Deed/Deed of Assignment being prepared, the Promoters shall add the above mentioned




		conditions in the Lease Deed/Deed of Assignment.
12	4(J)(viii)	The said clause shall be binding on the entire Society and its members. The draft of said Lease Deed/ Deed of Assignment shall be prepared by the Promoters.
12	5	MODE OF PAYMENT: The payment of all the above installments/payment will be accepted by Cheque/Demand Draft/Pay Order/NEFT/RTGS only and as per the Payment Schedule annexed hereto. The Cheque/s or Demand Draft or Pay Order should be drawn in favour of: NATHDWARA DEVELOPERS PVT. LTD. Account no. _____, with _____ Bank _____ Branch" and shall be sent to Office of Promoters at Office no.309, Wing A, Arenja Corner, Sector-17, Vashi, Navi Mumbai, either by Hand Delivery or by Registered A/D or by Courier (Acknowledgement Due in all types of deliveries). In case if the Purchaser/s has/have made the payment by NEFT or by RTGS, then immediately upon the Purchaser/s making such payment to the Promoter's designated account, the Purchaser/s shall intimate to the Promoters the UTR Number, Bank details and such other details as shall be required by the Promoters to identify and acknowledge the receipt of the payment by the Promoters. In case, if the Promoters desires to receive further payments of balance installments, favouring certain other Bank Account of the Promoters, then and in that event, the Promoters shall specifically mention the new Bank Account in the Installment Demand Letter that shall be addressed to the Purchaser/s. Thereafter, the Purchaser/s shall himself/herself/themselves or cause his/her/their Financial institution to draw the Cheque/s or Demand Draft or Pay Order favouring the said new Bank Account.
13	6(b)	Subsequent to such termination, the Promoters shall deduct an amount not exceeding 10% of the said total consideration of the said Premises in respect of the said Premises



13	6(b)	The refund by the Promoters shall be subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said Premises. In case of such termination, the Stamp Duty, Registration charges, all taxes (including TDS/GST), paid by the Purchaser/s and the brokerage charges (if any) and legal expenses incurred by the Promoter for/against the said Premises/Unit shall not be refunded by the Promoters. It is further agreed by the parties hereto that part payment of any installment shall be construed to be the default in the payment of the said installment. The Purchaser/s hereby agree/s and confirm/s to the aforesaid arrangement and agrees not to dispute or raise any objection against the Promoter/s or any Order or judgment that shall be passed against the Purchaser/s in law. In the event of such termination, the Promoters shall be entitled to resell the said premise to such third person/party, as the Promoters may deem fit, necessary, and proper and recover and appropriate to themselves the entire sales consideration and other amounts that shall be received from such resale.
14	6(d)	The Promoters shall not be responsible towards any third-party making payment/remittances on behalf of any Purchaser(s) and such third party shall not have any right in the application/allotment of the said Premises applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Purchaser(s) only.
14	7	The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters are proposing to provide the external amenities as mentioned herein and the Society Office in the said Building/Project, the management thereof shall initially be entrusted to such person or party as the Promoters may deem it necessary and proper or upon the Society formation, the management may be entrusted to the Society/Ultimate Organization of Purchasers that shall be formed.



14	8	It is made clear by the Promoters, and the Purchaser(s) agree/s that the said Premises shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Plot and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser(s) of the Project.
14	9	forfeit an amount not exceeding 10% of the said total consideration of the said Premises along with the forfeiture towards the brokerage amount / legal charges,
14 & 15	9 a.	In case of the GST amount paid by the Purchaser/s, the Promoters shall not be obliged to refund any such amount paid by the Purchaser/s towards GST unless the Purchaser/s co-operate/s and complete/s the necessary procedure for completing the refund process from the GST Department in favour of the Promoters and the Promoters receive the refund of the GST paid by the Purchaser/s
15	9 b.	Immediately upon the cancellation of this Agreement, the Purchaser/s herein shall handover the original Agreement together with all original receipts for payments made, original mortgage NOC to the Promoters within 7 (Seven) days of the cancellation notice by the Purchaser/s. Upon receiving all the aforesaid original documents from the Purchaser/s, the Promoters shall refund the excess monies (if any) refundable in accordance with clause 6 (b) hereof.
16	11(h)	The Promoters hereby reserve full right and absolute authority to utilize the Balance FSI/ entire Total



		Permissible FSI, additional FSI, TDR or any incremental FSI/building potential which the Promoters have specifically declared hereunder and reserve for further development in accordance with the terms of this Agreement and the Act and Rules of said Real Estate (Regulation and Development) Act, 2016. Further, the Promoters shall be entitled to utilize, construct, develop and sell/dispose of the premises so constructed by utilizing such FSI, additional FSI, TDR or any incremental FSI/building potential in such manner and in such phases in accordance with Act and Rules of said Real Estate (Regulation and Development) Act, 2016, even after the Co-operative Housing Society/s / Apex Body is formed or Lease Deed/Deed of Assignment is executed by the Promoters. For the aforesaid purpose, the Promoters shall have the right to make addition, raise Storey or to put up additional structure which shall be the sole property of the Promoters who will alone be entitled to dispose them off in such a manner and on such terms as the Promoters may deem fit or proper and the Purchaser/s hereby is aware and accepts the same. The Promoters shall, after consuming such balance and/or additional FSI/ Total Permissible FSI/ TDR or any incremental FSI/building potential by constructing such permissible tenements on the said Plot, be entitled to sell such tenements for such permissible uses, to such persons and for such consideration as they may in their absolute discretion deem fit and proper. Thus, by virtue of the Purchaser/s having signed this Agreement, it shall be construed that the Purchaser/s has/have given his/her/their specific irrevocably written consent and no objection to the Promoters for submitting the revised layout plans and changing the Building/Premises to be constructed on the said Plot, as the Promoters may deem fit proper and necessary in their absolute, unrestricted and unqualified discretion. The Purchaser/s for himself/herself/
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		themselves and on behalf of his/her/their respective heirs, legal representatives and assigns, hereby gives the Promoters full right and absolute irrevocable, unconditional right authority to carry out the construction by utilizing the balance and/or additional FSI as per the Revised Building plans that shall be sanctioned by CIDCO Ltd. and other Authorities, including in accordance with such amendments additions, alterations in such building plans that the Promoters may propose and CIDCO Ltd. and other Authorities may sanction from time to time and further agree, declare and confirm that the said Revised Building Plan for consumption of the Total Permissible FSI as shall be sanctioned by CIDCO Ltd. and the concerned authorities shall be final and binding on the Purchaser/s and his/her/their legal heirs/assigns and neither the Purchaser/s nor his/her/their legal heirs/assigns shall raise any objection or dispute in case of any change in the sanctioned Plan for the balance FSI nor the Purchaser/s or his/her/their legal heirs/ assigns cause any hindrance, obstruction in the Promoters carrying out all the development activity on the basis of Revised Building Plan that shall be sanctioned by CIDCO Ltd. and other authorities on the said Plot. The rights of the Purchaser/s are restricted only to the said Premises agreed to be purchased.
18	11(k)	The Purchaser/s herein doth, in accordance with the Act and the Rules, hereby agree and give their irrevocable consent that the Promoters shall have full right and absolute authority to make additions, alterations, amendments & changes in the building plans and/or to the said Building/s to be constructed on the said Plot or any part thereof for any users or to change the user (excluding the said Premises) including to raise additional floors or structures on the said Building or open part or parts of the said Building /Plot including the terrace at anytime either



		before or after transfer of the Plot & such rights shall include the right to use/consume balance FSI / Total Permissible FSI or additional FSI or global FSI which may become available in respect of the said Plot or any other lands at anytime hereafter in future by reserving such rights in Lease Deed/Deed of Assignment or to make such amendments, alterations in the revised sanctioned plan as may be permitted by the CIDCO Ltd. and/or any other authorities and such additions of additional structures or floors or storey or Premises shall be the sole and absolute right and entitlement of the Promoters who shall be fully entitled to sell, deal with and dispose of the same to any person/s.
18	13(a)	To pay to the Promoters such amounts as shall be required to pay to CIDCO Ltd./ other concerned authority for obtaining its NOC/permission for the sale of the said Premises by the Promoters to Purchaser/s and to do such deeds, documents and to comply with all such terms and conditions as may be stipulated by CIDCO Ltd. or other concerned authority in this regard.
18	13(d)	During the course of the Purchaser/s carrying out the said interior work if there is any damage to the said Premises or to the said building or to any of the open areas or if the work disturbs the elevation/aesthetics of the building or if the interior work interferes or damages any of the RCC members of the said building or is not in accordance with law or the permission given by the Promoters or is in contravention of the rules and regulations of the CIDCO Ltd. or other Concerned authorities, then the Promoters shall have full right and absolute authority to remove/demolish such work as may be in contravention as mentioned hereinabove and to restore the said Premises/building/open spaces in their original form at the entire cost, risk and expense of the Purchaser/s. The affixing of such costs will be at the sole discretion of the Promoters.



23	13(kk)	Till the Lease Deed/Deed of Assignment of the said Plot along with the said building is executed in favour of the Society and subsequent thereto till the Promoters have completely utilized the FSI/Development potential of the said Plot, the Purchaser/s shall permit the Promoters, their servants and agents, with or without workmen, at all reasonable times, to enter into and upon the said Plot and building or any part thereof to view the state and conditions thereof.
23	(II)	During the course of construction, if the Purchaser/s is/are desirous of visiting the said Plot, the Purchaser/s shall obtain a written permission from the Promoters. During such visits to the site, in case if there is any accident/mishap or casualty, then the Promoters will not be held responsible or liable in any manner whatsoever.
23	14	During the construction work of the said Building, the Promoters can commence the work on any floor or Premises as per their convenience or schedule, and the Purchaser/s will not object to that, and pay his/her/their installment as per the stipulated payment schedule. The Commencement of work means the commencement of work of the said Building/s and not the commencement of work of particular Premises.
23	15 (a)	The Purchaser/s has/have agreed, declared, and confirmed with the Promoters that the Purchaser/s shall: Having regard to the elevation of the buildings in the said Project, the Purchaser/s shall fix identical grills/railings and the Air Conditioner to be installed only in the designated places that are predetermined by the Promoters/that shall be approved by the Promoters. The Purchaser/s shall affix the external grill/railings of such common design as shall be



		finalized by the Promoters in the manner and as per the specifications given by the Promoters.
24	15(b)	Similarly the Purchaser/s shall install the common 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/service/s, including but not restricted to broadband/internet services, should the Purchaser/s require to install any Instrument/Receiver/Dish either outside the said Premises or on the Top Terrace, then the Purchaser/s shall install such Instrument/Receiver/Dish, only after obtaining the written consent from the Promoters in the manner and at the location identified and approved by the Promoters.
24	15(c)	Not put or place flowerpots, vases or any plantations outside the Windows or on the grills attached to the windows/balconies.
24	15(d)	The Purchaser/s shall not store any of their materials, belongings and stocks in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid landings, etc.
24	15(e)	The Lift facility in this Project shall be used as per rules of the Management Company/ Society/s /Apex Body of Societies which shall be formed for the management of said Building/s/Complex. It is to be economically and efficiently used. The Purchaser/s as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of lift shall be good. But it is a 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 Management Company/Co-operative Society which may be



		formed in future, or the Promoters shall not become responsible for it at any stage and the Purchaser/s or his/her/their employees/ heirs etc. shall not demand/shall not be entitled to demand such damages/compensation from them and the Purchaser/s hereby give his/her/their assurance and consent to such effect.
24	15(f)	The Purchaser/s is/are aware that the leakage/seepage of water from the toilets, bathrooms and Pantry is also likely to happen in said Premises as well as from the neighboring and upper Premises. Leaked water/moisture is likely to appear on the walls of said Premises and that may deteriorate the painting and plaster on the walls. The Purchaser/s is/are aware that water is a substance which is likely to escape, resulting into its leakage. Even if all safety and workmanship measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction. The Purchaser/s herein agree/s that the Promoters shall not be liable for any damage in the said Premises due to leakage of water and its various other aftereffects.
24	15(g)	The Purchaser/s shall not use lifts for transporting the furniture and other construction material to their respective premises. All such transportation shall be done using the staircase only.
25	15(h)	The interior work or the transportation of heavy household items shall be permitted only between 10 a.m. to 6 p.m. strictly with break of 1 hour during lunch hours as decided by resident's group.
25	16(a)	The Promoters have categorically further informed the



		Purchaser/s and the Purchaser/s has/have noted the following: The Purchaser/s shall not enclose or encroach on the parking area that is being provided to the Promoter/Society. This area being left as parking shall remain as approved by the authorities and as per plan and the Purchaser/s hereby further undertake that parking area shall not be enclosed at any later state, failing which the concerned Authority is liable to take legal action against the Purchaser/s and the Society.
25	16(b)	The Purchaser/s undertake/s that the abutting Terrace constructed as per approved Building plans shall not be enclosed.
25	16(c)	The Purchaser/s hereby further undertake/s that at the point of time when there is Lease Deed/Deed of Assignment being prepared, the Promoters shall add the above mentioned conditions in the Lease Deed/Deed of Assignment.
25	16(d)	This clause shall be binding on the entire Society and its members.
25	17(a)	The possession of the said Premises shall be given by the Promoters to the Purchaser/s after the said Building is ready for use and (i) the Lift License from the Lift Inspector, (ii) Fire NOC from CFO, (iii) Drainage Completion Certificate and (iv) Building Completion or Occupation Certificate shall have been obtained from the CIDCO Ltd. or other relevant authority or body or public authority. Since the water supply and other infrastructure such as Roads, streetlights, etc. are to be provided by CIDCO Ltd. and the electricity/power connection and meter are to be provided by the MSEDCL, the Promoters shall not be held liable or responsible for any delay caused by CIDCO Ltd. in providing water supply or for providing other infrastructure such as roads, etc. or by MSEDCL in providing power supply



26	17(f)(i)	In case the Purchaser(s) fail/s to make payments for any demands made by the Promoters as per the Payment Schedule annexed hereto, despite having been issued notice in that regard, then the Purchaser(s) shall be liable to pay interest to the Promoters on the unpaid amount at the rate specified in the Act and Rules.
27	17(f)(ii)	amount not exceeding 10% of the said total consideration of the said Premises along with the deductions towards the brokerage amount / legal charges, In case of such termination, the Purchaser/s shall not claim any amount towards (i) the refund of the Stamp Duty, Registration charges, all taxes (including TDS/GST) paid by the Purchaser/s and (ii) the brokerage charges (if any) and legal expenses if any incurred by the Promoters for the said Premises. Thus, the Promoters will not be under any obligation to facilitate any of such aforesaid refund or any amounts incurred by the Promoters in respect of the said Premises. It is further agreed by the parties hereto that part payment of any installment shall be construed to be the default in the payment of the said installment.
28	17(h)	On obtaining the Part/Occupancy Certificate from the concerned authority, the Promoters shall be entitled to hand over possession of the said Premises to the Purchaser/s even though permanent electricity and water connections are not connected by the concerned authorities. The Promoters shall not be liable for any loss, damage, injury or delay due to delay on the part of MSDDL in sanctioning and supplying electricity or due to the CIDCO Ltd. / Local authority's delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the Premises. On the Promoters offering possession of the said Premises to the Purchaser/s, the Purchaser/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water. The Purchaser/s shall pay to the Promoters, within fifteen days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned local authority or Government for giving water,




		electricity or any other service connection to the said Building in which the said Premises is situate. The Purchaser/s herein further agree/s, declare/s and undertake/s to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by CIDCO Ltd. or the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Purchaser(s) for any purposes other than for the purpose for which it is sold.
28	17(j)	The Purchaser/s herein and all other Purchaser/s of the premises in the said building shall not have any right, title, claim or interest in respect of the open spaces/areas, hoardings and common area of the building/s including the garden areas and that the rights of the Purchaser/s is/are confined to the said Premises so purchased by this agreement only and such areas shall belong to Promoters until execution of the said final Lease Deed/Deed of Assignment in respect of the said Plot in favour of such Society and thereafter the same shall belong to the said Society alone.
29	18(a)	PROVIDED HOWEVER that the Purchaser/s shall pay such further amounts or amount to the Promoters as required by them from time to time towards the aforesaid deposit or any other deposits in the event of the said deposit/s being insufficient to meet the expenses. The amounts so paid by the Purchaser(s) to the Promoters shall not carry any interest and remain with the Promoters until the Lease Deed/Deed of Assignment of the said building is executed in favour of the said Society/s that shall be formed. On such Lease Deed/Deed of Assignment being executed for the structure of the building, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the said Society/s. The Purchaser(s) undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5 th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is



		agreed that the non-payment or default in payment of outgoings on time by Purchaser(s) shall be considered as the default on the part of the Purchaser(s) and thereby the Promoters shall be entitled to terminate this Agreement in accordance with the terms and conditions contained herein.
30	19(a)	The Purchaser/s shall be liable to bear and pay all taxes and other charges payable in respect of the said Building/ said Plot proportionately and shall also be liable to pay service charges and outgoings from the date of the Promoters obtaining the Part Occupancy/ Occupation Certificate from the CIDCO Ltd. The Purchaser/s hereby agree/s that in the event of any amount by way of premium or security deposit to the CIDCO Ltd. or the State Government or to any other competent authority, or betterment charges or development tax or security deposits for the purpose of giving water connection or any other tax or payment of similar nature becoming payable by the Promoters, the same shall be reimbursed by the Purchaser/s to the Promoters in proportion to the area of the said Premises agreed to be purchased by the Purchaser/s and in determining such amount the decision of the Promoters shall be conclusive and binding upon the Purchaser/s.
30 & 31	19(b)	(b) Valuation Report. c) Development Charges/Transfer Charges/Infrastructure Development Charges PSIDC charges payable to CIDCO Ltd. d) All proportionate expenses related to transfer charges and/Lease Deed payable to CIDCO /government authority. The charges payable to CIDCO/Government authorities shall be determined only upon the date of occurrence. e) Stack/mechanical car parking maintenance charges. f) Sinking fund for the Society/Building n) Any other charges, taxes and expenses levied by the



		Government authorities.
33	20(c)	The Promoters have further informed the Purchaser/s and the Purchaser/s is/are aware that after the formation of the Co-operative Society/s, the Promoters shall enroll the Purchaser/s as the member/s of the respective Society and issue Share Certificate to the said Purchaser/s in the name of the Purchaser/s
33 & 34	20(d)	Upon the execution of Lease Deed/Deed of Assignment in favour of Society/s or Apex body/ /organization that shall be formed, all such moneys collected towards the advance maintenance charges shall be paid over by the Promoters to the respective Society after deducting therefrom the amount if any payable by the Purchaser/s to the Promoters under and in accordance with the provisions of this Agreement. In case, if there is any deficit amount payable by the Purchaser/s due to increase in expenses or for any reason whatsoever, then such deficit shall be paid additionally by the Purchaser/s. After the formation of the Society/s/ Apex Body and after the Promoters have handed over the charge of the said Building to the said Society/s/ Apex Body, the Purchaser/s shall pay to his/her/their respective Society his/her/their proportionate share that may be decided by the respective Society in accordance with the utility used by him/her/them, all rates, taxes, ground rent (including additional ground rent levied by the CIDCO Ltd. in respect of the premises) dues, duties, impositions, outgoings and burdens now or at any time levied, assessed or imposed upon or in respect of the said Plot or the said new Building or occupiers thereof by the CIDCO Ltd. or the Government or Revenue authority in respect of the said Building or the use thereof and payable either by the Purchaser/s or occupiers and shall also pay his/her/their proportionate share of all outgoings in respect of the said Premises viz. taxes, ground rent, additional ground rent, insurance, sanitation charges, water charges, charges in



		respect of common electricity consumed, watchman, maintenance of security systems, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Premises and the Purchasers shall indemnify and keep indemnified the Promoters in that behalf.
34	20(f)	The Purchaser/s has/have perused and is/are aware of all the terms and conditions contained in the said documents recited above. The Purchaser/s hereby agree/s and undertake/s that he/she/they shall be bound and liable to pay to the Promoters his/her/their proportionate shares in all respects taxes, outgoings and other charges in respect of the said Premises from the period referred herein and in accordance with the provisions of this Agreement.
34	20(g)	) The Promoters have also informed the Purchaser/s and the Purchaser/s is/ are aware that till such time as the Society or separate Co-operative Societies and Apex Body or Association of the Purchasers Private Limited Company in respect of the said Project is not formed, the maintenance, upkeep and all affairs relating to the day-to-day management of the said Premises shall be looked after by the Promoters and/or any other specialized agency appointed by the Promoters. Such specialized Management Agency shall be appointed by the Promoters and the Purchaser/s shall not object to it in any manner. The Purchaser/s hereby agree/s, declare/s and confirm/s with the Promoters that all open spaces, common terrace, common spaces of the said Plot, Basement/Podium, Security Cabin and equipment shall be in the exclusive and an interrupted management and authority of the Promoters alone and save and except the exclusive right to the said Premises, the Purchaser/s shall not claim any right, title, interest in the said spaces in any manner whatsoever. The Purchaser/s is/are also aware that



		upon the formation of Co-operative Society/s / Association of the Purchaser/Private Limited Company in respect of the said Project and upon the execution of Lease Deed/Deed of Assignment in favour of such Co-operative Society/s/ Association of the Purchasers/Private Limited Company all the above areas shall be handed over to the Managing Committee of the Society/ respective Co-operative Societies/ Apex Body that shall be formed or the same shall be managed and administered by such specialized Agency as may be mutually decided between the Promoters and such Managing Committee of the Society/ respective Co-operative Societies/ Apex Body.
36	21(a)	The Purchaser(s) further undertakes, assures and guarantees that he/she/they would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings or Common Areas. The Purchaser(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser(s) shall not store any hazardous or combustible goods in the said Premises or place any heavy material in the common passages or staircase of the Building. The Purchaser(s) shall also not remove any wall, including the outer and load bearing wall of the said Premises. The Purchaser(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters and thereafter the Association of Purchaser(s) and/or maintenance agency appointed by Association of Purchaser(s) shall manage and upkeep the same. The Purchaser(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Purchaser/s further covenants with the Promoters and through them with the Purchaser/s or the other premises in the said building that he/she/they at any time shall not demolish or caused to be demolished any structure in the said building or



		any part or portions of the same nor will he/she/they at any time make or caused to be made any new construction of whatsoever nature on or in the said building or any part thereof nor will make any additions or alterations in or to the said Premises or said building and balcony or gallery in the front without previous consent of the CIDCO Ltd. Concerned Authority or the Promoters or the said Society/s, as the case may be. The Purchaser/s from the date of possession will maintain the lift, water pump, firefighting equipment and other assets provided by the Promoters on their own cost and the Promoters will not be held responsible and liable for the same in any manner whatsoever.
36 & 37	22(b)(ii)	Provided however, that the Purchaser/s shall not carry out any alterations of the whatsoever nature in the said Premises and in specific the structure of the said Premises which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. Further, in the following cases where the Purchaser/s (i) install/s air-conditioners or any other machine/s or instrument/s on the external walls haphazardly or inappropriately which may destabilize the structure (ii) Purchaser/s and/or its tenants load heavy luggage in the lift, (iii) damage any portion of the common wall / any portion of the neighbour's Apartment, or common area by drilling, chiseling or hammering or removing any portion or part of the originally constructed or fitted material or carries on any other work haphazardly or inappropriately, etc. If any of such works are carried, the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoters and shall not mean defect/s caused



		by normal wear and tear and by negligent, haphazardly or inappropriate use of apartment by the Occupants or the vagaries of nature etc.
37	22(b)(iii)	Provided further that it shall be the sole and absolute responsibility and liability of the Purchaser/s to maintain the said Premises in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said Premises are regularly filled with white cement/epoxy to prevent water seepage.
37	22(b)(iv)	Further, where the manufacturer warranty as shown by the Promoters to the Purchaser/s ends before the defects liability period and such warranties are covered under the maintenance of the said Premises/ Building/ Wing, and if the comprehensive annual maintenance contracts are not done/renewed by the Purchaser/s, then the Promoter shall not be responsible for any defects occurring due to the same.
37	22(b)(v)	That the said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the contractors, sub-contractors, suppliers of various materials, the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts upto the expiry of warranty period so as it to be sustainable and in proper working condition to continue warranty in both the Premises and the common project amenities wherever applicable.
37	22(b)(vi)	That the Purchaser/s has been made aware and that the Purchaser/s expressly agrees that the regular wear and tear of the Premises/Building/ Wing includes minor hairline cracks on the external and internal walls excluding, floor and wall tiles the RCC structure which happens due to variation in temperature, seismic movements and various other reasons inherent to any premises/buildings/wings and which do not amount to



		structural defects and hence any such defects / hairline crack etc. cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defect sin materials used, in the structure built of the Premises/ Wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement. The Professional Fees of such expert/surveyor shall be born and paid by the Purchaser/s alone.
37	21(c)	The Promoters/maintenance Agency/Association of Purchaser(s)/ Allottee(s) shall have rights of unrestricted access of all Common Areas, garages/closed parking/s and parking spaces for providing necessary maintenance services and the Purchaser(s) agree/s to permit the Promoters/Association of Purchaser(s) and/or maintenance agency to enter into the said Premises or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
38	21(d)	The Purchaser(s) hereby agree/s to purchase the said Premises on the specific understanding that his/her/their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Association of Purchaser(s) (or the maintenance agency appointed by it) and performance by the Purchaser(s) of all his/her/their obligations in respect of the terms and conditions specified by the maintenance agency or the Association of Purchaser(s) from time to time.
38	21(e)	The Basement(s), Podium(s) and service areas, if any, as located within the said Project "ELITE VIVANTA" shall be earmarked for purposes including but not limited to refuse areas, electric sub-station, transformer, DG set rooms, underground water tanks, Overhead Tanks, pump rooms,




		maintenance and service rooms, fire-fighting pumps and equipments, etc. and other permitted uses as per sanctioned plans. The Purchaser(s) shall not be permitted to use such services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Purchaser(s) formed by the Purchaser(s) for rendering maintenance services.
38	21(f)	The Purchaser/s and the person to whom the said Premises shall have been let, sublet, transferred, assigned or given possession of and in accordance with the provisions hereof shall duly observe and perform all the rules and regulations of the said Society/s that may be in force from time to time relating to the protection and maintenance of the said building with Premises thereof and for the observance and carrying out of the building rules and regulations and Development Control Rules for the time being of the Concerned Authority, the Government and or public body or any other local authority.
38	21(g)	It is expressly agreed and confirmed by and between the parties hereto that the Terrace which is attached to the said Premises will be in the exclusive possession of the Purchaser/s herein and other Purchaser/s of the premises in the said Building/s will not, in any manner object thereto. The other Purchaser/s shall not, in any manner object to the Promoters selling to the Purchaser/s of the said Premises with an attached terrace with exclusive rights of the Purchaser/s herein to use the said Terrace.
38 & 39	21(h)	The Promoters have specifically informed the Purchaser/s and the Purchaser/s is/ are aware that at the time of receipt of Occupancy Certificate from CIDCO Ltd., the Promoters shall have full right and absolute authority to sell, mortgage, dispose off all the unsold premises/units to the third parties and to receive and appropriate to themselves, the entire sales consideration and other charges receivables from such sale without seeking any NOC / Consent/ prior permission either from the Co-operative Society/s that shall be formed for the said



		Project or from any other person/ party in any manner whatsoever. It is also agreed and understood that the Promoters shall only pay proportionate charges towards Property Tax, Service Charges, Sinking Fund, Insurance charges, NA Tax, Lease Rent as per actuals for premises lying vacant and unsold premises in the said Building. However, the Promoters have further informed the Purchaser/s and the Purchaser/s is / are aware that for all the Flats/Shops/Premises remaining unsold as of the date of Occupancy Certificate and for a period of 18 (Eighteen) months from the date of formation of Society, the Promoters shall not be liable to pay the proportionate charges for water, common electricity, contribution towards repair and maintenance funds, expenses on repair and maintenance of the lifts including charges for running the lifts, car parking, non-occupancy charges, any outgoings or any other charges / share of any expense in respect of all such unsold premises. Provided however, the respective Society/s shall, on the receipt of an application from the Promoters, issue the requisite NOC / Confirmation/ Consent in respect of any/all unsold premises within a period of 7 (Seven) days from the date of receipt of the written request from the Promoters in this regard without payment of any transfer charges, compensation or any other payment (under any other nomenclature).
39 & 40	24(a)	FOREIGN/ NON RESIDENT INDIAN PURCHASER/S: The Purchaser(s), if 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 or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in



		accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser(s) understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
39	24(b)	The Purchaser(s) shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser(s) to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser(s)/ Allottee(s) and such third party shall not have any right in the application/allotment of the said Premises applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Purchaser(s) only.
41	26	The Promoters have informed the Purchaser/s about its intention to sell the parapet walls of terrace, boundary walls on the external periphery of the said Building (hereinafter called "the said Display space") and the same shall be utilized only for the purpose of the advertisement, which includes hoarding, any display of such sign-boards as well as neon light, and the Purchaser/s of such display space shall install separate electric-meter for neon-light and shall also bear and pay the Government taxes directly or through the Society. The Purchaser/s of the Display space shall not contribute any other outgoings to the said Society. The Purchaser(s)/ Allottee(s) herein shall not object in any manner and shall co-operate with the Purchaser/s of such Display space as admitting him/her/them as nominal member of the said Society. The





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		the external periphery of the said Building (hereinafter called "the said Display space") and the same shall be utilized only for the purpose of the advertisement, which includes hoarding, any display of such sign-boards as well as neon light, and the Purchaser/s of such display space shall install separate electric-meter for neon-light and shall also bear and pay the Government taxes directly or through the Society. The Purchaser/s of the Display space shall not contribute any other outgoings to the said Society. The Purchaser(s)/ Allottee(s) herein shall not object in any manner and shall co-operate with the Purchaser/s of such Display space as admitting him/her/them as nominal member of the said Society. The Purchaser/Society will honor the agreement/understanding between the Promoters and holder of Display space. The Promoters can display their Company name/logo and put neon sign/hoarding/display at the suitable place of the said Building and the Purchaser/s/Society will not object it, without being liable to pay any compensation, consideration to the Society or its members. The Promoters shall install separate Electric Meter for neon-light and shall bear and pay the charges as per the Bills for the electricity consumed thereof directly to the concerned Authority. The Promoters/their sister concern will not contribute any other outgoings to the Society.
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The above declaration is true, complete, and correct to the best of our knowledge and nothing material has been concealed by us.

For **M/s. Nathdwara Developers Pvt Ltd**


Director


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