

## **AGREEMENT FOR SALE**

This **Agreement for Sale** is made and entered into at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_, 2022.

### **BETWEEN**

**M/S NATASHA DEVELOPERS PVT. LTD**, CIN NO. U45400MH2008PTC177856. PAN No. AACCN6911G, a company duly incorporated under the provisions of the Companies Act, 1956 through it's Managing Director MR. ALBERT D'COSTA having its office at: Unit No. 606, India Bulls Mint Corporate Park, Hiranandani Meadows, Near Hyde Park, Thane (W), Pin Code 400 610., hereinafter referred to as the "**DEVELOPERS**" (Which expression shall mean and include partners or partner for the time being of the said respective firm, the survivors or survivor of them and the heirs, executors, and assigns of the last surviving partner or their assigns) of the **FIRST PART**;

### **AND**

1) \_\_\_\_\_, age \_\_\_\_\_, **Pan No.** \_\_\_\_\_, **Aadhaar No.** \_\_\_\_\_ occupation \_\_\_\_\_ and 2) \_\_\_\_\_, age \_\_\_\_\_, **Pan No.** \_\_\_\_\_, **Aadhaar No.** \_\_\_\_\_ both residing at \_\_\_\_\_, hereinafter referred to as the "**PURCHASER/S**", (which expression shall unless it repugnant to the context or meaning thereof shall be deem to mean and include her/his/their heirs, executors, administrators and assigns) of the **SECOND PART**;

### **WHEREAS:**

- A) At the relevant time, MHADA was the owner of land bearing CTS No. 356(pt), Survey No. 113(pt), admeasuring 1615.67 sq. meters (as per revised layout) or thereabouts (hereinafter referred to as "the said Land") together with building standing thereon having ground plus 04 upper floors, bearing building no. 191 known as lying, being and situated at Village Hariyali, Kannamwar Nagar II, Taluka Kurla in the registration sub-district of Mumbai Suburban District and thereabouts situated at Kannamwar Nagar, Vikhroli East, Mumbai 400083 in Mumbai Municipal Corporation "S" Ward (hereinafter referred to as the "said Old Building").
- B) By virtue of Lease Deed dated 07/10/1993, registered in the office of the Joint Sub-Registrar of Assurances at Kurla of Bombay on 08/10/1993 under registration serial No. P4399/1993 (hereinafter referred to as "the said Lease Deed"), MHADA granted the said land on lease of 99 Years to KANNAMWAR NAGAR SANGAM CO-OPERATIVE HOUSING SOCIETY LIMITED (hereinafter referred to as "the said society") and further by virtue of Sale Deed dated 07/10/1993, registered in the office of the Joint Sub-Registrar

of Assurances at Kurla of Bombay on 08/10/1993 under registration serial No. P4401/1993 (hereinafter referred to as “the said Sale Deed”), the said Old Building was transferred, conveyed and sold by MHADA in favor of the said Society.

- C) Therefore, by virtue of said Lease Deed and Said Sale Deed the said Society is the owner of the said Old Building and is the Lessee of the said Land. The said Old Building and said Land shall hereinafter collectively referred to as “the said Property”.
- D) By virtue of said Lease Deed and Said Sale Deed, the said society is seized and possessed of and even otherwise well and sufficiently entitled to said Property more particularly described in the SCHEDULE I.
- E) By and under the Development Agreement dated 18/10/2021 and registered with the Joint Sub-Registrar of Assurances at Kurla under serial No. KRL-2-15635-2021 (hereinafter referred to as “the said Development Agreement”) made and entered into between the said Society as the party of the First part and the individual members of the said Society collectively referred as the party of the Second part and M/s. NATASHA DEVELOPERS PVT. LTD. Ltd, therein referred to as the Developers as the party of the Third Part (hereinafter referred to as the Developer”), the said society and its members sold, transferred and assigned all their development rights in favor of said Developer in respect of the said property and has thereby authorized the Developer to demolish the said Old Building standing on the said Land being Building No. 191 comprising of ground and 4(Four) upper floors consisting of 80 (Eighty) flats and 80 members and thereafter construct on the said Land a new multistoried building having additional floors (hereinafter referred to as “the said New Building/s/said Project”) by utilizing all the maximum available FSI by whatever name called and by loading additional FSI, (TIT BIT Area FSI, Prorata FSI, layout FSI, V.P. Quota, FSI, Fungible FSI, Hardship FSI) as may be permitted and sanctioned in accordance with the prevailing Development Control Regulations for Greater Mumbai, 2034 with all facilities and amenities and on the terms and conditions more particularly stated therein. Copy of the Index II of the said Development Agreement is annexed hereto at “**Annexure A**”.
- F) In Pursuance to the said Development Agreement, the Society also executed a Irrevocable Power of Attorney dated 18/10/2021 duly registered at the Office of Sub-Registrar of Assurances at Vikhroli, Mumbai bearing registration serial no. KRL2-15636-2021 (hereinafter referred to as “the said Power of Attorney”), in favor of the director of the company for carrying out various acts, executing documents in furtherance of the redevelopment of the said old building.
- G) By virtue, said Development Agreement and the said Irrevocable Power of Attorney, the Developer is absolutely entitled to develop the said Property in accordance with the permissions granted by the concerned competent authorities.
- H) The Developer has obtained the layout plan approvals for the Project from Competent Authority (for short called hereinafter referred to as “the COMPETENT AUTHORITY MHADA/Corporation”). The Developer agrees and undertakes that it shall not make any

changes to these layout plans except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 of the Act and other laws as applicable.

- I) The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the said Land on which the said Project is to be constructed.
- J) The Developer is entitled and enjoined upon to construct the residential building on the said Property in accordance with the recitals hereinabove. As per the plans sanctioned and the development permission granted by the MHADA vide IOA (Intimation of Approval) bearing no. MH/EE/BP Cell/GM/MHADA-9/1120/2022 dated 24/05/2022 r/w Commencement Certificate bearing No. \_\_\_\_\_ dated \_\_\_\_\_ including such additions, modifications, revisions, alterations therein, if any, from time to time as may be approved by the Planning Authorities. Copy of the commencement certificate is annexed herewith as "**Annexure-B**".
- K) COMPETENT AUTHORITY The Developer may submit plans for approval to further revise/amend the layout of the said Property and for that purpose to purchase/acquire additional FSI in the form of TDR to utilize and consume the same on the said Land. The Developer propose to construct a building Commercial + Residential comprising Ground + 1st Floor Commercial + 37 floors (Total 38 Floors upto height of 120mts whichever is higher).
- L) The Developer may submit plans for approval to further revise/amend the layout of the said Land and for that purpose to purchase/acquire additional FSI in the form of TDR to utilize and consume the same on the said Land.
- M) The Developer has proposed to construct on the said Land a building project known as "**NATASHA ATLANTIS**" comprising of One building consisting of Ground plus First Floor Commercial Plus 30 Floors & Plus More Upper Floors for residential use on Ownership Basis to the prospective buyers.
- N) The Developer are now desirous of selling the premises including open spaces such as garden, terrace, basement etc., appurtenant to or adjoining or abutting certain flat premises, situated in the said Building/s, which is subject matter of these presents on Ownership Basis and are entering into separate Agreements for Sale of such premises with various Purchaser/s/Purchaser/s on similar terms and conditions as herein contained (save and except and/or to such modifications as may be necessary or considered desirable by the Developer);
- O) The Developer has entered into a standard Agreement with an Architect **M/s. Space Design** registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- P) The Developer has appointed **M/s. Associated Structural Engineers LLP** as a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.

Q) By virtue of the aforesaid documents of title, the Developer has the sole and exclusive right to sell the Apartments and other Units of as per proposed building to be constructed by the Developer on the said Land and to enter into Agreement with the respective Purchaser/s/Purchaser/s of the said Apartments, and other Units therein and to receive the sale price in respect thereof.

R) On-demand from the Purchaser/s, the Developer has given inspection to the Purchaser/s of all the documents of title relating to the said land and the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 ((hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder.

S) The authenticated copy of Certificate of Title dated 13/01/2022 issued by the Adv. Sanjay Joshi, to the Developer, showing the nature of the title of the Developer to the said land on which the Apartment are to be constructed have been annexed hereto and marked as "**Annexure C**".

T) The authenticated copy of the floor plans and specifications of the Apartment/Shop agreed to be purchased by the Purchaser/s, as sanctioned and approved by the local authority have been annexed and marked as "**Annexure D**".

U) The Developer has got most of the approvals from the concerned local authority/s to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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

W) The Developer has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

X) The Purchaser/s has/have applied vide letter dated \_\_\_\_\_ to the Developer for allotment of an Apartment bearing Apartment No.\_\_\_\_\_ on the \_\_\_\_\_ floor of the said building known as "**NATASHA ATLANTIS**" of the said Project.

Y) The carpet area of the said Apartment is \_\_\_\_\_ Sq. Meters. and "Carpet Area" means the net usable floor area of an apartment, excluding the area covered by the external walls, the area under service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Apartment.

Z) 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 hereafter.

AA) Prior to the execution of these presents, the Purchaser/s has/have paid to the Developer a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**, being part payment of the sale consideration of the Apartment agreed to be sold by the Developer to the Purchaser/s as an advance payment or application fee (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Purchaser/s has/have agreed to pay to the Developer the balance of the sale consideration in the manner hereinafter appearing.

BB) The Developer has registered the Project under the provisions of the Real Estate (Regulation & development) Act, 2016 with the Real Estate Regulatory Authority. The Project Registration Number is \_\_\_\_\_; the authenticated copy of the Registration Certificate is annexed herewith as "**Annexure E**".

CC) Under Section 13 of the said Act, the Developer is required to execute a written Agreement for sale of said Apartment with the Purchaser/s, being, in fact, these presents and also to register said Agreement under the Registration Act, 1908.

DD) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser/s hereby agree(s) to purchase the said Apartment.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS: -**

**1) DEVELOPER RIGHT OF DEVELOPMENT AND ACCEPTANCE THEREOF BY PURCHASER/S: -**

1.1) The Developer shall construct the said "**NATASHA ATLANTIS**", consisting of one building having Ground + 1st Floor Commercial + 37 floors (Total 38 Floors upto height of 120mts on the said Land in accordance with the plans, designs and specifications as approved by the concerned competent local authority.

1.2) Developer shall not cause any alteration and/or reduction in the agreed area of the said apartment of the Purchaser/s except that on account of working tolerance limits of the proposed constructions of the buildings, the total area of the said Unit agreed to be sold to the Purchaser/s may be reduced up to a maximum of three percent of the RERA carpet area and in that event the Purchaser/s will be deemed to have given consent for such reduction in area without any claim for compensation for such reduction. Similarly, there is possibility of increase in the area of the Apartment on account of working tolerance limits of the proposed constructions of the buildings after the completion of the construction of the Unit and in that event also Purchaser/s will be deemed to have given consent for such increase in area and no extra consideration for a variation upto three percent is payable for the same. If there is any reduction in the carpet area of more than three percent then Developer shall refund the excess money paid by Purchaser/s within

forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is an increase of more than three percent in the carpet area allotted to Purchaser/s, then Developer shall demand an additional amount from the Purchaser/s for total increased area and the Purchaser/s shall pay the same within seven days from the date the payment is demanded by the Developer. All these monetary adjustments shall be made at the same rate per square feet as agreed and mentioned in Clause (2.1) of this Agreement. Purchaser/s shall not be entitled to the possession of said apartment unless charges as aforesaid are paid by the Purchaser/s to the Developer.

**2) ALLOTMENT OF APARTMENT AND PAYMENT OF CONSIDERATION: -**

2.1) The Purchaser/s hereby agree/s to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser/s Apartment bearing No.\_\_\_\_\_ on \_\_\_\_\_ floor, admeasuring \_\_\_\_\_ sq. meters. RERA Carpet Area as per the approved plans of the said building project known as “NATASHA ATLANTIS” (hereinafter referred to as “the said Apartment”) more particularly described in SCHEDULE II as shown in the floor plan, hereto annexed and marked “**ANNEXURE D**” for the consideration of Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ only) inclusive of Stamp Duty. Being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the Common/limited common areas and facilities which are more particularly described in the **SCHEDULE II** annexed herewith, the consideration price of Apartment is exclusive of GST, Registration Fees, Other Charges / Development Charges, Development Cess, Taxes etc.,

2.2) The purchase price of the Apartment as mentioned above, is determined on the basis of above referred rera carpet area of the apartment which Purchaser/s agree/s and confirm/s. Thus, the other appurtenant area such as terrace if any, balcony if any, service shaft if any, exclusive verandah, if any, are neither included in the carpet area nor are considered for determining the purchase price.

2.3) The Purchaser/s has/have paid on or before execution of this agreement a sum of Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 10% of the total consideration) as Earnest Money Deposit or application fee and hereby agree/s to pay to the Developer the balance amount of purchase consideration of Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) in the following manner :-

**PAYMENT SCHEDULE**

<b>TOTAL AMOUNT</b>	<b>Rs.</b>
<b>AMOUNT RECEIVED</b>	<b>Rs.</b>
<b>BALANCE AMOUNT</b>	<b>Rs.</b>

<b>Sr.No</b>	<b>Payment Schedule</b>	<b>(%)</b>
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1	Booking Amount / Earnest Money	10%
2	15 days from the Date of Booking	10%
3	30 days from the Date of Booking	5%
4	On Commencement of Excavation	5%
5	On Commencement of Piling	5%
6	On Commencement of Plinth	5%
7	On Completion of Plinth work	5%
8	On Completion of 1st Slab	10%
9	On Completion of 5th Slab	5%
10	On Completion of 10th Slab	5%
11	On Completion of 15th Slab	5%
12	On Completion of 20th Slab	5%
13	On Completion of 25th Slab	5%
14	On Completion of 30th Slab	5%
15	On Commencement of Block work	5%
16	On Commencement of Electric work	2%
17	On Commencement of Plumbing work	2%
18	On Commencement of Tiling work	2%
19	On Completion of Internal Plaster	2%
20	On Possession	2%
<b>Grand Total</b>		<b>100%</b>

2.4) The total price/consideration as mentioned in clause (2.3) above is excluding all taxes/levies such as **value added taxes (VAT), Services Taxes, GST, Swatch Bharat Cess Tax and/or such other taxes** which may be levied any time, hereinafter in connection with construction/development of said project upon said Land payable by the Developer, irrespective as to who is made liable under concerned Statute/Rules to pay such taxes i.e Development Cess, Development Charges, Infrastructure Charges, Metro Cess, Electric Meter Deposit, Water Meter Deposit, Share & Entrance Money, Advance Maintenance Charges to be paid to society on becoming member, Advance Maintenance Charges to Developers, Amenities Charges, Security Deposit etc., as per schedule Annexed IV Clause 2.13 all such taxes in proportion to the area of said apartment, shall be payable by the Purchaser/s in addition to the said total price/consideration on or before taking over the possession of the said apartment. In fact, unless all such payments such as total consideration, all such proportionate taxes as well as other charges payable under this agreement are paid by the Purchaser/s, he/she/they shall not be entitled to the possession of said apartment.

2.5) The Total Price/consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by the Competent Authority Local Bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the Competent Authorities etc. The Developer shall enclose the said

notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments. Unless said demanded increase in development charges, costs or levies are paid by the Purchaser/s to the Developer, he/she/they/it shall not be entitled to the possession of the said apartment.

2.6) The Developer may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s by discounting such early payments @ \_\_\_\_\_ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to Purchaser/s by the Developer.

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

2.8) The Purchaser/s agree/s and undertake/s to pay the purchase consideration as mentioned in clause 2.1 and 2.3 above as per the respective installment and as & when it shall mature for payment. The payment of concerned installment is linked with the stage wise completion of the said building. Upon completion of each stage, the Developer shall issue demand letter to the Purchaser/s by RPAD/courier/hand delivery at the address of the Purchaser/s mentioned in this agreement as well as by email on Purchaser/s's email address, if provided by the Purchaser/s. Upon receipt of said demand letter by RPAD/courier/email/hand delivery, whichever is earlier, within 7 (seven) days Purchaser/s shall make the payment of respective installment. In case of failure on the part of Purchaser/s in adhering to the time schedule of 7 (seven) days, Developer shall become entitle to take all such legal steps for breach of contract as contemplated under the provisions of Contract Act and RERA. In case of Purchaser/s commit/s any delay in making the said payment then Purchaser/s shall become liable to pay interest as specified in MahaRERA Rules on all delayed payments. In addition to such rights and without prejudice to such rights, the consequences as contemplated in clause 7 below shall also become applicable and effective.

2.9) As per the payment schedule given under clause 2.3 hereinabove, the project has already been completed to the extent of \_\_\_\_\_ %. Accordingly, \_\_\_\_\_ % of purchase price has become due and payable. The Purchaser/s therefore has/have paid/agreed to pay the said entire due amount within 7 days from the date of execution and registration of this agreement. Upon failure of Purchaser/s in making payment of said due amount the consequences as stipulated in clause 2.8

above and/or clause 7 below shall become applicable and effective.

2.10) All payment shall be made by Purchaser/s by drawing cheque/ DD/ RTGS/ NEFT in the name of "NATASHA DEVELOPERS PVT. LTD. A/c No " \_\_\_\_\_ " in \_\_\_\_\_ Bank, \_\_\_\_\_ branch payable at Mumbai or other account as Developer may intimate subsequently to the Purchaser/s. Purchaser/s shall separately pay transfer charges, if any, and other statutory dues which may be levied from time to time.

2.11) Purchaser/s shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to Developer within seven (07) days of such deduction is made.

2.12) Provided that the TDS payment to the competent authority shall not construed to be a receipt of consideration unless bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Developer or in the account as Developer subsequently intimated to the Purchaser/s.

**3) DEVELOPMENT & OTHER CHARGES :**

The Purchaser/s shall on or before taking possession of the said flat premises, deposit with the Developers the following amounts.

- a) A sum of Rs. \_\_\_\_\_/= including and being the share money, entrance fee and other miscellaneous expenses towards admitting the Purchaser/s bonafide member of the said Society. The said charges are Non Refundable;
- b) A sum of Rs. \_\_\_\_\_/= being towards legal charges The said charges are Non Refundable.
- c) A sum of Rs. \_\_\_\_\_/- charges for Club House one time. The said charges are Non Refundable.
- d) A Sum of Rs. \_\_\_\_\_ charges for Swimming Pool. The said charges are Non Refundable.
- e) A sum of Rs. \_\_\_\_\_ being the water meter deposit/expenses to be paid to the local authority. The said charges are Non Refundable.
- f) A sum of Rs. \_\_\_\_\_ being the proportionate cost of electrical installation of S.L.C. charges including electric meter connection to be provided by TATA Power / Reliance Energy. The said charges are Non Refundable.
- g) A sum of Rs. \_\_\_\_\_ being the proportionate cost of Mahanagar Gas Pipe Line upto Building Main Line. The said charges are Non Refundable.
- h) Proportionate Stamp duty and registration charges, lease charges, miscellaneous charges etc., towards the execution and registration of the Deed of Conveyance in favour of the Society \_\_\_\_\_/= The said charges are Non Refundable
- i) A sum of Rs. \_\_\_\_\_ being towards the onsite and offsite infrastructure development and/or betterment charges and/or taxes to be paid to the M.C.G.M. or the concerned planning authority as the case may be. The said

charges are Non Refundable.

- j) Common Maintenance Charges Rs. 12/- per sq.ft for 12 months i.e Rs. \_\_\_\_\_ The said Charges are Non Refundable & thereafter the adequate Common Maintenance will be charge till the developer will hand over the building to the society.
- k) Sum of Rs. \_\_\_\_/- being towards advance maintenance charges to be paid to the Society on behalf of the purchaser & thereafter the Developers will credit the same amount to the society on his/her behalf. The said charges are Non Refundable.
- l) Property Tax of Flats will be Extra from the Date of Possession for fitouts. Purchaser hereby undertakes to pay the tax with 7 days from the date demand notice from developers / BMC. Yearly or half yearly / or deposit may be collected at the time of possession.

All the above amount should be paid at the time of possession along with applicable GST.

#### **4) RESERVATION FOR CAR PARKING:**

- 4.1) Purchaser/s has/have requested for reservation of \_\_\_\_\_ covered/mechanical car parking (the “car parking”) to be used to park its vehicle. Accordingly, Developer hereby reserves \_\_\_\_\_ car parking for exclusive use of Purchaser/s. The car parking is subject to final building plans approved by the corporation at the time of grant of occupancy certificate and exact parking shall be allotted at the time of possession on the basis of final plan.
- 4.2) Purchaser/s undertakes and assures not to raise objection in case of change in the present location of said car parking space as per Occupancy Certificate.
- 4.3) Purchaser/s shall not be allowed to allot/transfer/let-out said car parking to any outsider/visitor i.e. other than the Unit Purchaser/s of said Unit.
- 4.4) Purchaser/s shall keep the said car parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner.
- 4.5) The said car parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose.
- 4.6) The Society or Limited Company/Federation/ Apex body shall finally ratify the reservation of such car parking in its first meeting at the time of handover by the Developer.

**OR**

The Purchaser/s has/have informed the developer that he/she does not require any car parking space in said project. Accordingly, no reservation of car parking is made against said Unit. Purchaser/s undertakes, assures and guarantees not to claim any car parking space in said project in future, nor raise any objection to use of car parking by other Purchaser/s.

**5) ADHERANCE TO SANCTION PLAN: -**

The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which have been imposed by the said corporation at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Purchaser/s, obtain from the said corporation occupation and/or Architect Completion Certificates in respect of the Apartment.

**6) TIME IS ESSENCE FOR BOTH DEVELOPER AND PURCHASER/S:-**

Time is of essence for the Developer as well as the Purchaser/s. The Developer shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser/s after receiving the occupancy certificate subject to what is stated in clause 9.1 below. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her/them and shall meet and comply with the other obligations under the agreement subject to the simultaneous completion of construction by the Developer.

**7) DISCLOSURE OF FLOOR SPACE INDEX AND ACCEPTANCE BY PURCHASER/S:-**

The Developer hereby declares that the total Built-up area available as on date in respect of the said land is **1615.67** square meters only and Developer has planned to utilize Floor Space Index of 3 by availing of FSI available on payment of premiums or FSI available as incentive FSI, Fungible FSI, Pro rata FSI, VP Quota FSI, Hardship Compensation FSI or any other sanctioned by the Authority by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developer has disclosed the Floor Space Index of 3 as proposed to be utilized by him on the said land in the said Project and Purchaser/s has agreed to purchase the said Apartment based on the proposed construction and sale of Apartment to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.

The Purchaser/s have been explained and made aware of the available FSI on the said Land and also the additional FSI and Transferable Development Right (hereinafter referred to as “TDR”) which may be availed thereon. The Society/Confirming Party herein have also aware of the available FSI and additional FSI and TDR which may be availed on the said Land. The Society/Confirming Party further agree and confirm that if the FSI/Floor Area Ratio in respect of the said Land is increased and/or additional construction is possible on the said Land on account of FSI and/or TDR originating from the said Land, on account of portions thereof under D. P. Road/setback and/or TDR/ FSI of other properties being available for being used on the said Land (and/or on the

amalgamated property, as the case may be) the Developer shall be entitled to utilize such additional FSI, including by amending the present layout of the said Land subject to the necessary permission/sanction being granted by the concerned authorities.

**8) CONSEQUENCES UPON FAILURE IN ADHERING TO TIME SCHEDULE: -**

8.1) If the Developer fail to abide by the time schedule for completing the project and handing over the said premises to the Purchaser/s, the Developer agree to pay to the Purchaser/s, who does not intend to withdraw from the project, interest at the rate of 2% p.a. above the marginal cost of lending rate of State Bank of India, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Developer shall send the Demand Notice to the Purchaser/s at the address given by the Purchaser/s in this Agreement whenever such installments have become due and payable and the Purchaser/s shall be bound to pay the amount of the installments within 7 (seven) days from receipt of such Demand Notice sent by RPAD/Courier/Speed Post/Hand Delivery/Email, whichever is earlier. In the event of the Purchaser/s making any delay or defaults in making payment of any of the aforesaid installments on due dates the Developer shall be entitled to recover from the Purchaser/s and the Purchaser/s agree/s to pay to the Developers, interest at the rate of 2% p.a. above the marginal cost of lending rate of State Bank of India, for every and all the delayed payments which become due and payable by the Purchaser/s to the Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Developer.

8.2) Without prejudice to the right of the Developer to charge interest in terms of sub clause (8.1) above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developer under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings), the Developer shall at its own option, may terminate this Agreement:

**Provided that**, the Developer shall give notice of 15 days in writing to the Purchaser/s by registered Post A.D. at the address provided by the Purchaser/s and mail at the email address provided by the Purchaser/s of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Developer within the period of notice then, at the end of such notice period, Developer shall be entitled to terminate this Agreement.

**Provided** further that, upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchaser/s (subject to adjustment and recovery of liquidated damages as mentioned below) within a period of 90 (Ninety) Working days of the termination, the installments of sale consideration of the Apartment

which may till then, have been paid by the Purchaser/s. It is agreed and understood that after offering the refund as stated above to the Purchaser/s, it shall be construed as due compliance by the Developer of the termination clause and accordingly thereafter Developer shall be at liberty and shall have all legal right to allot and/or sell/transfer the said apartment to any third-party Purchaser/s upon such terms and conditions as may be deemed fit by the Developer. The Purchaser/s shall not be entitled to raise any dispute or objection for such third-party allotment of the said apartment by the Developer. The Developer shall within 90 (Ninety) Working days of termination refund to the Purchaser the amount paid by the Purchaser subject to the following deductions:

- i. 10% of the Purchase Price (which is to stand forfeited to the Developer upon the termination of this Agreement);
- ii. The taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Apartment upto the date of termination of this Agreement;
- iii. Processing fee and brokerage paid if any etc. in respect of the said Apartment;
- iv. The amount of interest payable by the Purchaser/s to the Developer in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
- v. Pre-EMI interest, if any, paid by the Developer on behalf of the Purchaser/s under a particular scheme;
- vi. In the event of the resale price of the said Apartment to a prospective purchaser is less than the Purchase Price mentioned herein, the amount of such difference; and The costs incurred by the Developer in finding a new buyer for the said Apartment.
- vii. The Developer shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon the termination, the Purchaser/s hereby agree to forgo all their right, title and interest to immediate ejectment as trespassers. The decision of the Developer in this respect shall be final and binding upon the Purchaser, which the Purchaser agrees and undertakes not to dispute in any manner whatsoever.

8.3) It is agreed and understood that after deducting the total amount of liquidated damages, the balance amount if any shall be refunded to the Purchaser/s in the manner stated in clause (8.2) above and that too simultaneously upon Purchaser/s executing and registering the deed of cancellation of this agreement, which deed Purchaser/s shall be liable to execute and register within 15 days from the date of receipt of termination notice by him/her/them as stated in clause (8.2) above, failing which the Developer shall be entitled to proceed to execute/register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Purchaser/s and the Purchaser/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/registration shall not prejudice the cancellation and/or the Developer right to forfeit and refund the balance to the Purchaser/s and the Developer right to sell/transfer the Apartment including but not limited to car park(s) to any third

party. Further, upon such cancellation, the Purchaser/s shall not have any right, title and/or interest in the Apartment and/or Car park(s) and/or the Project and/or the Project Property and the Purchaser/s waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. The Purchaser/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

8.4) In the event, the Purchaser/s intends to terminate this Agreement, then the Purchaser/s shall give a prior written notice ("Notice") of 90 (Ninety) working days to the Developer expressing his/her/its intention to terminate this Agreement. The Purchaser/s shall also return all documents (in original) with regards to this transaction to the Developer along with the Notice. Upon receipt of such Notice for termination of this Agreement by the Developer, the procedure and consequences upon termination as contemplated in clause (8.2) and (8.3) above shall become automatically applicable and the refund of purchase price to the Purchaser/s shall be made in accordance with what has been stated in the said clauses.

#### **9) AMENITIES AND FIXTURE: -**

The Developer shall provide to the said apartment the amenities, fixtures and fittings and to said building such specifications and/or facilities, which are more particularly set out in "**ANNEXURE F**" hereto.

#### **10) POSSESSION DATE: -**

10.1) The Developer shall give possession of the apartment to the Purchaser/s on or before December 2028. Subject to Force Majeure Force. If the Developer fails or neglects to give possession of the apartment to the Purchaser/s on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand, to refund to the Purchaser/s the amounts already received by him in respect of the Apartment with interest at the same rate as may be mentioned in the clause (7.1) herein above from the date the Developer received the sum till the date the amounts and interest thereon is repaid, subject to Purchaser/s simultaneously executing registered cancellation agreement, inter-alia, cancelling this agreement.

**Provided** that the Developer shall be entitled to reasonable extension of time for giving delivery of apartment on the aforesaid date, if the completion of building in which the apartment is to be situated is delayed on account of –

- i. War, civil commotion or act of God.
- ii. Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

#### **11) PROCEDURE FOR TAKING POSSESSION: -**

11.1) The Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Purchaser/s in terms of this Agreement to be taken within 15 days from the date of issuance of such notice and the Developer shall give possession of the Apartment to the Purchaser/s subject to the Purchaser/s making payment to Developer of entire consideration as well as other amounts payable under this agreement including the interest for delayed payment if any accrued thereupon. The Purchaser/s also agree/s and undertake/s to pay the maintenance charges as determined by the Developer or association of Purchaser/s, as the case may be at the time of and/or before taking the possession. The Developer on its behalf shall offer the possession to the Purchaser/s in writing within 7 days of receiving the occupancy certificate in respect of the said building in which said apartment is situate.

OR

On submission of completion certificate from Architect & application for occupancy certificate & after duly complied with cc condition & waiting for 30 days if Occupancy Certificate is not received, the developer will issue the notice for possession of the apartment, whichever is earlier.

11.2) The Purchaser/s shall take possession of the Apartment within 15 days of the Developer giving written notice to the Purchaser/s intimating that the said Apartment is ready for use and occupation. Even if the Purchaser/s does/do not take possession of the apartment, still he/she/they shall become liable for the payment of maintenance charges as mentioned in clause 12.1 (c) below, so also for all other taxes, levies, cess and charges as may be imposed or become payable in respect of the said apartment.

#### **12) FAILURE OF PURCHASER/S TO TAKE POSSESSION OF APARTMENT: -**

12.1) Upon receiving a written intimation from the Developers as per clause (11.1), the Purchaser/s shall take possession of the Apartment from the Developers by executing necessary indemnities, undertakings and such other documentation. In case the Purchaser/s fails to take possession within the time provided in clause (11.1) such Purchaser/s shall continue to be liable to pay maintenance charges as applicable as stated above.

12.2) If within a period of 5 (Five) years from the date of handing over the Apartment to the Purchaser/s, the Purchaser/s brings to the notice of the Developers any structural defect in the Apartment or the building in which the Apartments are situated or any defects on account of workmanship, quality or provision of service, then, wherever

possible such defects shall be rectified by the Developers at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Developers, compensation for such defect in the manner as provided under the Act. Provided however, that the Purchaser/s shall not carry out any alterations of whatsoever nature in the said Apartment of wing and in specific the structure of the said Apartment of the said building which shall include but not limited to columns, beams, etc. or in 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 water, if any of such works are carried out without the written consent of the Developers the defect liability automatically shall become Nil. The word defect here means only the manufacturing and workmanship defect(s) caused on account of willful neglect on the part of the Developer and shall not mean defect(s) caused by normal wear and tear and by negligent use of Apartment by the occupants, vagaries of nature, etc. That it shall be the responsibility of the Purchaser/s to maintain his unit in a proper manner and take all due care needed including but not limited to the joints in the tiles in his Apartment are regularly filled with white cement/epoxy to prevent water seepage. Further, where the manufacturer warranty as shown by the Developer to the Purchaser/s ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/wing. And if the annual maintenance contracts are not done/renewed by the Purchaser/s the Developer shall not be responsible for any defects occurring due to the same. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures sustainable and in proper working condition to continue warranty in both the Apartment and the common project amenities wherever applicable. That the Purchaser/s has/have been made aware and that the Purchaser/s expressly agrees that the regular wear and tear of unit/building/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than  $20^0$  c and which do not amount to structural defects and hence 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 then submit a report to state the defects in materials used, in the structure built of the Apartment/building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

12.3) The Purchaser/s is/are aware that the Developer is not in the business of or providing services proposed to be provided by the service Providers/Facility Management Company or through the Service Providers/FMC. The Developer does not warrant or

guarantee the use, performance or otherwise of these services provided by the respective Service Providers/FMC. The parties here to agree that the Developer is not and shall not be responsible or liable in connection with any defect or the performance/ non-performance or otherwise of these services provided by the respective Service Providers/FMC.

**13) USER OF APARTMENT: -**

The Purchaser/s shall use the apartment or any part thereof or permit the same to be used only for purpose of residence and as may be permissible as per the said revised sanctioned plan. Purchaser/s shall use parking space (if allotted), if any only for purpose of keeping or parking his/her/their owned vehicle.

**14) ACCEPTANCE BY PURCHASER/S ABOUT DEVELOPER'S LIABILITY: -**

SAVE AND EXCEPT as provided under RERA, the Developer shall not be liable to give any account to Purchaser/s for and of above stated amounts. It is also agreed and accepted that unless aforesaid amounts as mentioned in clause 12 above are fully paid by Purchaser/s, he/she/they shall not be entitled to demand the possession of said Apartment.

**15) REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER: -**

- 15.1) The Developer hereby represents and warrants to the Purchaser/s as follows:
  - a. The Developer has clear and marketable title with respect to the said Land; subject to what has been stated hereinabove and/or in the title certificate and/or disclosed on the website of the authority under RERA, Developer has requisite rights to carry out development upon the said Land and also have actual, legal and physical possession of the said Project in terms of what has been stated in the said Development Agreement.
  - b. The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite as and when required under law further approvals from time to time to complete the development of the project;
  - c. There are no encumbrances upon the said Land or the Project except those disclosed in the title report and/or disclosed on the website of the regulatory authority under RERA.
  - d. There are no litigations, save and except litigations, if any, as mentioned in Title Certificate annexed hereto at "**Annexure G**", pending before any Court of law with respect to the said Land or Project. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project, said Land and said Building shall be obtained by following due process of law;

- e. The Developer has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein upon said apartment and/or said concerned parking space, may prejudicially be affected;
- f. The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land and the said Apartment, which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- g. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser/s in the manner contemplated in this Agreement;
- h. The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, which it has agreed to pay under the said development agreement till handing over possession of said Apartment to Purchaser/s.

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

## **16) WARRANTIES AND COVENANTS OF AND BY THE PURCHASER/S: -**

- 16.1) The Purchaser/s has/have himself/herself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Developer as follows: -
  - a. To maintain the Apartment at the Purchaser/s' own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities.
  - b. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any

damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

- c. To carry out at his/her/their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Developer and/or the Society.
- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the building in which the Apartment is situated.
- g. Pay to the Developer within Seven days of demand by the Developer, his/her/their share of security deposit and/or such other charges, amount, moneys, taxes, cess, etc. as the case may be payable by the Purchaser/s under this agreement and or as may be demanded by the concerned local authority or Government or water, electricity or any other service providers in connection to the building in which the Apartment is situated and or in respect of said apartment.
- h. To bear and pay increase in local taxes, Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority

and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchaser/s to any purposes other than for purpose for which it is sold and/or for any other reasons.

- i. The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have intimated in writing to the Developer and obtained the prior written consent of the Developer for such transfer, assign or part with the interest etc.
- j. The Purchaser/s shall observe and perform all the rules and regulations which the Society/confirming party may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and/or for any other reasons and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Confirming Party regarding the occupation and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- k. Till complete and full development of the said Land the Developer and its surveyors and agents, with or without workmen and others, at all reasonable times, shall have right to enter into and upon the Said Land or any part thereof to view and examine the state and condition thereof. The Purchaser/s and/or anybody claiming through him/her/them/it shall not be entitled to take objection or create obstruction in the said right of Developer.
- l. Unless and until all the amounts the Purchaser/s is/are liable to pay to the Developer by and under this agreement and/or otherwise in law, are fully and completely paid, the Purchaser/s shall not be entitled to transfer/agree to transfer his/her/their interest in the said Apartment and/or benefit of this agreement to anyone else without taking prior written consent of the Developer. While giving such written consent the Developer shall be entitled to demand from the Purchaser/s by way of transfer charges and administrative and other costs, charges and expenses, such amounts as may be deemed just and proper by them in their sole discretion if not prohibited under provisions of RERA. Upon Purchaser/s making payment of entire consideration value and other charges to the Developer and after becoming

member of the Society/Confirming Party and/or after getting the possession of the said apartment, the Society/Confirming Party shall become entitled as per law to demand the transfer charges.

- m. The Purchaser/s and/or the persons to whom said Apartment is transferred or to be transferred hereby agree to sign and execute all papers, documents and to do all other things as the Developer may require of him/her/it/them to do and execute from time to time for effectively enforcing this agreement and/or for safeguarding the interest of the Developer and all persons acquiring the remaining Apartments in the said building/s on the said Land.
- n. The Developer shall in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this agreement, shall have a first lien and charge on the said Apartment, agreed to be purchased by the Purchaser/s.
- o. Without prejudice, to the rights of the Developer under RERA and/or any other Act, the Developer shall be entitled to take action against the Purchaser/s if the Purchaser/s do/does not pay his/her/its/their proportionate share of outgoing every month and if remain/s in arrears for three months and/or do/does not pay the purchase price and/or other amounts which he/she/it/they is/are liable to pay under this agreement diligently, fully and finally; then the Developer shall be entitled to terminate this agreement and enter upon the said Apartment and resume possession of the said Apartment.
- p. The Developer shall be entitled to sell, transfer and/or agree to sell/transfer all the other Apartments and also agree to allot parking areas situated or to be situated in the said building/s and/or upon any portion of the Said land to anyone else in any manner whatsoever and such Purchaser/s shall be entitled to use their respective Apartments/parking spaces/etc. for any purposes as may be permissible under law and the Purchaser/s shall not take any objection of any nature in that regard.
- q. The Purchaser/s shall not raise any obstruction/objection in Developer right of making amendment and revision in the sanctioned plan and/or for making addition or alterations in the structure of the building by obtaining approvals from Competent Authority and/or utilization of entire development potentiality in the development of said land property in the form of FSI, TDR, DR premium FSI etc. The Developer shall have unfettered right to construct additional apartments in the said building and/or to sell and allot all such additional apartment to the prospective Purchaser/s so also the additional covered parking spaces which shall become available in the course of development to such prospective Purchaser/s. The permission given by the Purchaser/s hereby shall be binding upon Purchaser/s.
- r. In case of acquisition or requisition of the said Land and/or any portion

thereof, for any reason whatsoever by the said corporation and any other competent authority; the Developer alone shall be entitled to appropriate the compensation receivable or that shall be given against such acquisition or requisition.

- s. Not to relocate brick walls onto any location, which does not have a beam to support the brick wall.
- t. Not to change the location of the plumbing or electrical lines (expect internal extensions).
- u. Not to change the location of the wet/waterproofed areas.
- v. Not to make any alteration in the elevation and outside color scheme of the building.
- w. The Purchaser/s shall not allow the said Apartment to be used for user different from the nature of the user that it is intended for use by the Developer.
- x. Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to their apartment or terraces and the same are retained by the Developer as restricted amenities. The Purchaser/s is/are aware that certain parts of the building shall be allocated for exclusive use of certain users/residents. The price of the apartment has been determined taking this into consideration and the Purchaser/s waives his/her/their/its right to raise any dispute in this regard.
- y. The Purchaser/s confirm/s that this agreement is the binding arrangement between the parties and overrides any other written and/or oral understanding but not limited to the application form, allotment letter, brochure or electronic communication of any form.
- z. Upon and after handover of the Building to the Society, the Society will be responsible for fulfillment of all obligations and responsibilities in relation to approvals/permissions as may be required by the concerned Authorities from time to time.
  - aa. The Purchaser/s, if is a resident of outside India (NRI) then he/she/they shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999( FEMA), Reserve Bank of India Act and Rules made there under or any statutory amendments(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 Developer with such permission, approvals which would enable the Developer 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 provision of FEMA or

statutory enactments or amendments thereof and the rules and regulation of the Reserve Bank of India or any other Applicable Law. The Purchaser/s understand/s and agree/s 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 action under the FEMA as amended from time to time. The Developer accepts no responsibility / liability in this regard. The Purchaser/s shall keep the Developer 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 Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer 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 apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Purchaser/s only.

- bb. The Purchaser/s undertake/s to observe all other stipulations and rules which are provided herein in order to enable the building to be well maintained and enable all Purchaser/s to enjoy the usage of these areas as originally designed.
- cc. The Purchaser/s doth hereby assure and declare that before executing the present agreement, he/she/it/they has/have investigated the title of the Developer in and over the said land and has/have got himself/herself/itself/themselves satisfied about the same and as such has/have no grievances in respect thereof and/or in.
- dd. To become member of the Society/Confirming Party in terms of agreed provisions in this regard contemplated in said development agreement executed by & between Developer & Society/Confirming Party herein which Development Agreement is read and understood by Purchaser/s and Purchaser/s shall not commit any default or shall not act in any manner which would be against the expressed provisions of relevant clauses of said Development Agreement.
- ee. After receiving possession of the said apartment from the Developer, the Purchaser/s shall make necessary application to the Society/confirming party for becoming member of the Society/Confirming Party. For becoming the member of the Society/Confirming party the Purchaser/s shall fill in necessary forms, applications and/or such other documents required by the Society/Confirming Party. Similarly, the Purchaser/s shall pay necessary membership fees, entrance fees and share capital amount and/or such other usual charges as per the bye laws and rules of the Societies Act.

ff. That Purchaser/s admit and accept the binding effects of all the covenants given hereinabove and the same shall be binding upon and enforceable against Purchaser/s. The Purchaser/s shall not commit any breach or violation of any of the above-mentioned covenants given to the Developer and understand that the entitlement to the 5 years defect liability clause as stipulated in clause 10.4 by the Purchaser/s shall be subject to Purchaser/s not violating the covenants given by him/her/them vide clause ‘a to dd’ above. Any breach or violation of above covenants shall make Purchaser/s liable for action in accordance with law for breach of Contract.

#### **17) MAINTENANCE CHARGES:**

17.1) Commencing a week after notice in writing is given by the Developer to the Purchaser/s that the said Unit is ready for use and occupation, irrespective of the Purchaser/s taking the possession of the said Unit, the Purchaser/s will be liable for proportionate share of outgoings in respect of said plot for the building maintenance, common maintenance & property tax, NA Taxes, Water Charges, Sewerage Charges, Lift Maintenance, Building Insurance, All AMC Maintenance Charges of Diesel Generator, All Lifts, Meter Room, Pump Room, Pumps, Fire Installation, Fire Pumps, Club Maintenance, Misc. Repair & Painting Work, Bore well, Rain Harvesting pit, Solar Installation, Down Take Plumbing pipe Drainage Chambers & Drainage Pipes, Water Pipe Line & Valves, CC TV, Intercom, Housekeeping, Common Building Pest Control, Security Watch & Ward, Manager & Clerk of the building, Electrical Installation etc., and such other levies, if any, which are imposed by the concerned Society local authority and/or Government and/or other public authority or by the developers from time to time; if any from the date of completion of the building whether he/they occupy the premises, or not occupied, or occupancy certificate is there, or not., on demand on every 1st day of every month. Such proportionate share of expense shall be calculated on the basis of area of the said Unit plus the additional area attached to the said Unit i.e. gross usable area vis a vis total gross usable area of said project.

17.2) The Purchaser/s shall pay to the Developer at the time of possession, an advance maintenance for \_\_\_\_\_ months aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ In Words Only) alongwith Service Tax/GST as “common maintenance charges” for the upkeep and maintenance of the said Project building. The amounts so paid by the Purchaser/s to the Developer shall not carry any interest and remain with the Developer until the New building is handover to the Society.

#### **18) MAINTENANCE OF SEPARATE ACCOUNT: -**

18.1) The Developer shall maintain a separate account in respect of sums received to the Developer from the Purchaser/s as advance or deposit, sums received on account of

the Share Capital or towards the out goings such as Maintenance etc., and shall utilize the amounts only for the purposes for which they have been received.

**19) COVENANT BY THE SOCIETY: -**

19.1 ) NOTWITHSTANDING anything contained elsewhere in this agreement it is specifically agreed upon by all parties that Society/Confirming Party shall not admit Purchaser/s as its members unless and until all purchase price and/or all other amount payable by Purchaser/s in this agreement are fully and completely paid by the Purchaser/s to the Developer. After making payment of all amounts Developer shall issue request letter to the Society/Confirming Party, inter-alia, requesting it to admit the Purchaser/s as its member. The Allottee/s then shall submit requisite membership form and other documents to Society/Confirming Party and pay all usual charges as provided under byelaws to Society/Confirming Party and then Allottee/s shall be made member of Society/Confirming Party subject to provisions of law.

19.2 The Society/Confirming Party doth hereby confirm the transaction arrived at by and between the Allottee/s & Developer as mentioned hereinabove and subject to what is stated in clause 18.1 above and shall admit the Allottee/s as its member in accordance with the provision contained in the said Development Agreement.

**20) SPECIAL CLAUSE:**

20.1) The Purchaser/s knows and accepts that the said real estate project is a redevelopment project of Society/Confirming Party and since the Society/Confirming Party is already in existence and the owner of the said Land, there will not be any question of Developer complying with their obligation under RERA regarding formation of society as per section 11 (e) and transfer of title as per Section 17 of RERA. However, if under the provisions of RERA or other applicable laws Developer is required to execute any document, inter-alia, handing over the New Building to the Society/Confirming Party then Developer will execute such document as and when required but at the cost and expenses of the Purchaser/s and other Apartment holders of the New Building. The Purchaser/s shall be liable to incur and bear his/her/their proportionate share/contribution in the said cost and expenses including the stamp duty and registration of such document.

20.2) If required as per RERA: The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, initiate the transfer to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

20.3) If required as per RERA: The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, initiate the transfer to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

The charges, costs expenses for conveyance/assignment of leasehold rights, including but not limited to Competent Authority Transfer Charge, or any other charge or taxes that may be levied due to this transaction by Competent Authority, Government or Quasi-Government, Judicial Or Quasi-Judicial Authorities or any other charge for the transfer of the said plot on 'actual basis' shall be borne by the Allottee in proportion to his gross usable area and that the Allottee shall come forward to accept conveyance of the said plot in the name of the society formed within two (02) months from the date of intimation by the Promoter. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.

## **21) UNSOLD UNITS IN SAID PROJECT:**

21.1) Developer shall be inducted as a member of Society for unsold Units upon complete development of the said Building/Project.21.2) Developer shall be entitled to sell the unsold Units in said Project without any separate permission or consent of the Society and the members of the Society. The prospective Purchaser/s 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.21.3) The Society shall not be entitled to demand any transfer charge for the transfer of unsold Unit by the Developer to prospective Purchaser/21.4) Developer shall also be entitled to car parking reserved for the unsold Units and the Society or Non Allottees shall not stake claim on such parking.21.5) Developer shall be entitled to mortgage the unsold Units of the said project with the financial institutions without any separate NOC from the Society & the Purchaser of the Society.21.6) Developer is entitled to all the rights of being a member of the Society i.e., right to attend meeting, right to vote in the meeting etc.

## **22) RESTRICTION ON RIGHT OF PURCHASER/S: -**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the Said land and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them and allotted parking space. All the open spaces, common areas, open to sky parking spaces in the compound, lobbies, staircases, lift area, terrace, internal road, etc., will remain the property of the Society as per the provisions of law.

## **23) MORTGAGE OR CHARGE: -**

23.1) By Loan Agreement dated \_\_\_\_\_ the Developers have availed a Term loan / Over draft Facility of Rs. \_\_\_\_\_/- (Rupees. \_\_\_\_\_ crores Only) from \_\_\_\_\_ Bank and have inter-alia created and exclusive charge on the unsold units in the said project. The sale amounts receivable from the Purchasers shall be deposited in the Designated Collection Account Bearing No. \_\_\_\_\_ maintained with \_\_\_\_\_ bank as construction finance for the project.

23.2) There is no any mortgage or charge upon the said Land. The Developer agrees that after execution of this agreement it shall not of its own unilaterally and without the consent of Purchaser/s mortgage or create a charge on the said Apartment. In case if any such mortgage or charge is made or created by the Developer then **NOC from the Mortgagor Bank shall be provided to the Purchasers**, notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s, who has taken or agreed to take such apartment.

23.3) **In case if the Purchaser/s avail the financial assistance or home loan inter-alia for purchasing and acquiring the said apartment, then in that event, Developer shall at the request and at the cost of Purchaser/s, allow the charge or mortgage to be created upon the said apartment of such financial institution from whom the Purchaser/s shall avail such financial assistance or home loan. It is agreed and understood that the entire responsibility/liability of repayment of the said financial assistance / home loan shall be that of the Purchaser/s alone. The Developer in no way shall be liable for the payment of or repayment of the said financial assistance/home loan to the said financial institution. The Purchaser/s alone shall be liable and responsible for all consequences, costs and or litigations that may arise due to non-payment and default in repayment of said financial assistance and home loan. In any case mortgage or charge that shall be created pursuant to availing of such financial assistance/home loan by the Purchaser/s, shall be limited to and/or restricted to or upon to the said apartment only. Save and except the said apartment, no other portion of the said building and or said land shall be encumbered or charged with any liability of mortgage or otherwise against said financial assistance/home loan. The Purchaser/s undertake/s to indemnify and keep indemnified the Developer against all loses, injures or damages that may be caused to the Developer due to non-payment/repayment of the said financial assistance/home loan.**

#### **24) BINDING EFFECT: -**

Forwarding this Agreement to the Purchaser/s by the Developer does not create a binding obligation on the part of the Developer or the Purchaser/s until, firstly, the Purchaser/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 Purchaser/s and secondly, appear for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Purchaser/s fail/s to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 7 (Seven) days from the date of its

receipt by the Purchaser/s, application of the Purchaser/s for allotment of apartment shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever and by deducting therefrom liquidated damages as stated in clause 7.3 above.

**25) ENTIRE AGREEMENT: -**

This Agreement, along with its schedules, annexures constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

**26) RIGHT TO AMEND: -**

This agreement shall not be amended by either of the parties without mutual consent of each other. The amendment if any is to be made to this agreement shall be made only by written consent of both the parties and not otherwise.

**27) PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/S / SUBSEQUENT PURCHASER/S: -**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**28) SEVERABILITY: -**

If any provision of this Agreement shall be determined to be void or unenforceable under the provisions of RERA Act or the Rules framed thereunder then, such provisions of the Agreement shall be deemed to have been amended or deleted and or shall be considered as 'severed' from this agreement as if it was not forming part of this agreement. But in that eventuality the remaining Provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**29) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: -**

Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other Purchaser/s in Project, the same shall be in the proportion of the carpet area of the Apartment.

**30) FURTHER ASSURANCES: -**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. All costs expenses, charges, taxes, including stamp duty, GST, Registration Charges etc., that shall be required to be incurred for execution of such instruments and/or for taking such other action, shall be incurred and paid by the Purchaser/s in proportionate share.

**31) PLACE OF EXECUTION: -**

The execution of this Agreement shall be complete only upon its execution by the Developer at the Developer Office as mentioned in the title clause.

The Purchaser/s and/or Developer shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof. But all expenses towards stamp duty registration, GST, taxes, MVAT, Service Tax and /or any other cess and taxes pertaining to this agreement and /or any other document that shall be executed in connection with the said agreement, shall be borne and paid by the Purchaser/s.

**32) ADDRESS FOR CORROSPONDENCE: -**

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

**Name of Purchaser/s:** \_\_\_\_\_,

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

Notified Email ID: \_\_\_\_\_

M/s. Natasha Developers Pvt. Ltd.

Office at: Unit No. 606, India Bulls Mint Corporate Park,

Hiranandani Meadows, Near Hyde Park,

Thane (W) Pin Code 400 610

Notified Email ID: \_\_\_\_\_

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

**33) JOINT PURCHASER/S: -**

That in case there are Joint Purchaser/s all communications shall be sent by the Developer to the Purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

**34) STAMP DUTY & REGISTRATION: -**

The charges towards Stamp Duty, Registration & Incidental Expenses of this Agreement shall be borne by Purchaser/s.

**35) DISPUTE RESOLUTION: -**

Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, such unsettled dispute shall be referred to the regulatory authority as per the provisions of Real estate Regulation and Development Act 2016 and the Rules and Regulation framed thereunder.

**36) GOVERNING LAW:**

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

**SCHEDULE I**  
**THE SAID LANDED PROPERTY ABOVE REFERRED TO:**

All that piece and parcel of leasehold land being Survey No. 113 (pt) and CTS No. 356 (pt), admeasuring 1615.67 sq. mtrs, (1374.97 sq. mtrs + 240.70 sq. mtrs = 1615.67 sq. mtrs.) (as per revised layout plan) or thereabouts together with the proposed building having Ground + 1st Floor Commercial + 37 floors (Total 38 Floors upto height of 120mts whichever is higher). bearing building no. 191 known as KANNAMWAR NAGAR SANGAM CO-OPERATIVE HOUSING SOCIETY LIMITED lying, being and situated at Village Hariyali within the registration District of Mumbai Suburban and bounded as follows:

On or towards the North	:	By Building No. 60
On or towards the South	:	By Building No. 192
On or towards the West	:	Eastern Express Highway
On or towards the East	:	12.20 Meter Road

**SCHEDULE II**  
**SAID APARTMENT ABOVE REFERRED TO:**

Apartment bearing No. \_\_\_\_\_, admeasuring about \_\_\_\_\_ Sq. Meters. of RERA Carpet area on the \_\_\_\_\_ Floor of the said New Building known as “**NATASHA ATLANTIS**”

which is constructed in or upon the above referred said Land, which apartment is marked, shown & annexed on the floor plan.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 2022 AT MUMBAI.

THE COMMON SEAL OF THE  
Within named "**DEVELOPER**"  
**M/s NATASHA DEVELOPERS PVT. LTD**  
Through its Director/Authorized Person

Sign

Photo

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SIGNED & DELIVERED BY THE  
Within named '**PURCHASER/S**'

1)

Sign

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In the presence of

1)

Sign

Photo

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2)

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**RECEIPT**

Received an amount of Rs. \_\_\_\_\_/- (in word Rupees \_\_\_\_\_ Only) from Purchaser/s i.e. Mr. \_\_\_\_\_, towards Part Payment of total consideration as mentioned in clause No 2 above in following manner;

Name of the Account Holder	Date	Amount (Rs.)	Cheque No.	Name of the Bank

I say received

**M/s NATASHA DEVELOPERS PVT. LTD.**

(Through its Director)