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**AGREEMENT**

ARTICLES OF AGREEMENT made at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
BETWEEN,

**M/S. OLIVE INFRA & LIFESTYLE LLP** (PAN No. AACFO5304K), a Limited Liability Partnership Firm registered under the provisions of Limited Liability Partnership Act, 2008, having its registered Office at 103 AND 104, J K Chambers, Plot No. 76, Sector 17, Vashi, Navi Mumbai – 400 703, through its Designated Partner/s \_\_\_\_\_, hereinafter referred to as the “**PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include partners for the time being of the said firm the survivor(s) of them and the heirs, executors, administrators and assigns of the last surviving partner) of the **FIRST PART**

**AND**

**M/S. VISHESH ARRANGEMENT PRIVATE LIMITED** (PAN No. AACCV9305L) (CIN no. U63030MH2009PTC190113), a Private Limited Company incorporated under the Companies Act, 2013, having its registered Office at Building no. 306, Ground Floor, 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> Floor, Millennium Business Bus Stop, Ghansoli, Rabale, Thane – 400 701, through its duly constituted Attorney/s MR. \_\_\_\_\_ appointed by virtue of a registered Irrevocable Power of Attorney dated 29-12-2025, hereinafter referred to as the “**PROMOTER/LAND OWNER**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, executors, administrators and permitted assigns)

**AND**

Mr./Mrs./M/s. \_\_\_\_\_ of Mumbai, Indian Inhabitant, (PAN NO \_\_\_\_\_) (Aadhaar no. \_\_\_\_\_) Residing at \_\_\_\_\_ hereinafter referred to as “**THE PURCHASER/S**” [which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/her/their heirs, administrators and permitted assigns] of the **THIRD PART**:

[OR]

**[If the Purchaser is a Company]**

\_\_\_\_\_, (CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, duly authorized *vide* board resolution dated \_\_\_\_\_, hereinafter referred to as the “**THE PURCHASER/S/ALLOTTEE/S**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **THIRD PART**.

[OR]

**[If the Purchaser is a Partnership]**

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) authorized *vide* \_\_\_\_\_, hereinafter referred to as the “**THE PURCHASER/S**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **THIRD PART**.

[OR]

**[If the Purchaser is a HUF]**

Mr. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the "**THE PURCHASER/S**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

**WHEREAS:**

1. By an Allotment letter dated 12-11-2020, the CIDCO Ltd. (NAINA) has allotted to the Land Owner herein a plot being Plot No. 20, in Village/ Site Akurli, Taluka Panvel, District Raigad, admeasuring 22013 Square meters or thereabouts (hereinafter referred to as "**the said First Plot**"), under Town Planning Scheme – 1, for such lease premium and on such terms and conditions as contained in the said Allotment Letter.
2. By another Allotment letter dated 12-11-2020, the CIDCO Ltd. (NAINA) has allotted to (1) Shri Vinay Agarwal and (2) Smt. Varsha Vinay Agarwal (Erstwhile Owners/Allotees) a plot being Plot No. 40A, in Village/ Site Akurli, Taluka Panvel, District Raigad, admeasuring 727 Square meters or thereabouts (hereinafter referred to as "**the said Second Plot**"), under Town Planning Scheme – 1, for such lease premium and on such terms and conditions as contained in the said Allotment Letter.
3. By virtue of a Sale Deed dated 11-10-2023 executed between the said Erstwhile Owners/Allotees and the Land Owner herein, the said Erstwhile Owners/Allotees sold, transferred, assigned and conveyed to the Land Owner herein all their rights, title and interest in respect of the said Second Plot for such consideration and upon such terms and conditions as are mentioned in the said Deed. The said Sale Deed is registered with the Sub-Registrar of Assurances under Serial no. 17711-2023 dated 11-10-2023.
4. The CIDCO Ltd., vide its letter dated 18-02-2025, recorded the amalgamation of the said First Plot and the said Second Plot aggregately admeasuring 22,740 Square meters (hereinafter referred to as the **said Property**) and which is more particularly described in the **First Schedule** hereunder written and gave its Intimation of Disapproval (IOD) for the proposed development on the said Property upon such terms and conditions as are mentioned therein.
5. The Property Card in respect of the said Property stands in the name of the Land Owner herein. The copy of Property Card/ 7/12 Extract in respect of the said Property is annexed hereto and marked as **Annexure 'A'**.
6. Pursuant thereto, the Land Owner herein is well and sufficiently entitled to the said Property, as the Owners thereof.

7. By virtue of a Development Agreement dated 16-12-2025 (Development Agreement) executed between the Land Owner herein and the Promoter herein, the Land Owner herein have granted development rights in respect of the said Property in favour of the Promoter herein for such consideration and upon such terms and conditions as mentioned therein. The said Development Agreement is registered with the Sub-Registrar of Assurances under Serial No. 28242-2025 on 16-12-2025.

8. As per the terms of the said Development Agreement, the Promoters herein shall construct and hand over to the Land Owner herein certain Residential Flats and Commercial Shops that shall be constructed on the said Property. The Flats/Shops to be constructed on the said Property which are coming to the share of the Land Owner herein are hereinafter referred to as the “said **Land Owner’s Entitlement**”). Further, all the balance Flats/ Shops/ Offices/ Premises to be constructed on the said Property by utilizing the Total Permissible FSI defined herein shall come to the exclusive share of the Promoters herein (hereinafter referred to as the “**said Promoter’s Entitlement**”) upon such terms and conditions as mentioned in the said Development Agreement. The Flat/Shop/Premises hereby agreed to be sold is from and out of the said Promoter’s Entitlement and consequently all financial dealings of and pertaining to this Agreement upto the stage of handing over of possession of the Flats/Shops/ Offices/Premises shall be done by Purchasers herein exclusively with the Promoters herein. Consequently, wherever context permits, reference hereunder to the Promoters shall mean and refer only to the Promoters herein and to the exclusion of the Land Owner in respect of Agreements for Sale of Flats / Shops/ Offices/Premises from and out of the said Promoter’s Entitlement.

9. As mutually agreed between the Promoters herein and Land Owner herein, the Land Owner herein have executed an Irrevocable Power of Attorney dated 29-12-2025 in favour of the Promoters herein authorizing the Promoters herein to do such acts, deeds, matters and things in respect of the said Property and as more particularly mentioned in the said Power of Attorney including the power and authority to execute and lodge for registration this Agreement for and on the behalf of the Land Owner herein. The said Power of Attorney is registered with the Sub-Registrar of Assurances under the serial no. 23405-2025 dated 29-12-2025.

10. By a Mortgage Deed dated \_\_\_\_\_ executed between \_\_\_\_\_ (therein referred to as the Lender/Mortgagee) and the Promoters herein, the Promoters herein, with the consent of the Land Owner, have availed loan against the mortgage of the said Property and upon such terms and conditions as mentioned in the said Deed. The said Mortgage Deed is registered with Sub Registrar of Assurances under Serial No. \_\_\_\_\_ dated \_\_\_\_\_.

11. The Promoters had applied to the said Lender/Mortgagee for the grant of its No Objection for sale of the said Premises. In response thereto, the Promoters have received from the said Lender/Mortgagee, the required No Objection for the sale of the said Premises. A copy of the said

No Objection Letter issued by Lender/Mortgagee is annexed hereto and marked as **Annexure "B"**.

12. In the above circumstances, the Promoter herein are entitled to develop the said Property by constructing Residential cum Commercial Building/s as per the Building plans that shall be sanctioned by the concerned Authority.

13. The Promoters, through their Architects "**DPT ARCHITECTS AND PLANNERS**", having their Office at A-509, Shree Nand Dham, Plot No-59, Sector-11, CBD Belapur, Navi Mumbai-400 614, have prepared building plans by utilizing present permissible FSI, by proposing to construct Residential cum Commercial Buildings on the said Property. The Promoters herein have submitted to NAINA (CIDCO Ltd) and other authorities the building plans, specifications and designs for the said Property and the NAINA (CIDCO Ltd) has sanctioned the Building Plans submitted by the Promoters herein and granted its Commencement Certificate and Development permission vide its letter dated 20-01-2026 having reference no. CIDCO/NAINA/Panvel/Akurli/BP-00740/CC/2026/1505 to construct a Residential cum Commercial Complex comprising of 7 (Seven) Buildings/ Wings namely (i) **Building/ Wing A**, (ii) **Building/ Wing B**, (iii) **Building/ Wing C**, (iv) **Building/ Wing D**, (v) **Building/ Wing E**, (vi) **Building/ Wing F** and (v) **Building/ Wing G**, by utilizing the present permissible FSI of 88900.274 Square meters (Total BUA as mentioned in the said Commencement Certificate is 88894.923 Square meters) on the said Property (hereinafter referred to as the **Sanctioned Buildings**). The copy of the said Commencement Certificate is annexed hereto and marked as **Annexure "C"**.

14. The Promoters have informed the Purchasers and the Purchaser/s is/are aware that from and out of the said Sanctioned Buildings, the Promoters are desirous of initially developing 3 (Three) Residential cum Commercial Buildings/Wings, namely, (i) **Building / Wing B** consisting of Ground + 16 Upper Floors, (ii) **Building C / Wing** consisting of Ground + 16 Upper Floors and (iii) **Building D / Wing** consisting of Ground + 16 Upper Floors (hereinafter referred to as the "**said Project**") by utilizing the part Permissible FSI on the said Property. However, the Promoters reserve their right to utilize the entire permissible FSI on the said Property (including additional FSI that may be available on the said Property) by constructing additional Floors and / or premises in the aforesaid Buildings comprising the said Project and / or in the balance Building/s to be constructed on the balance portion of the said Property and to sell such additional constructed premises thereon. Accordingly, the Promoters have further informed the Purchasers and the Purchasers are aware that the Promoters shall be entitled to utilize the said present Permissible FSI comprising of Base FSI + Ancillary FSI along with any such additional FSI/TDR that may be granted by the NAINA (CIDCO Ltd) / concerned Authority on the said Property as per UDCPR (hereinafter collectively referred to as the said **Total Permissible FSI**) and from and out the said Total Permissible FSI, the Promoters are presently utilizing part permissible FSI in the said Project. Thus, the Promoters are entitled to utilize the entire unutilized balance FSI (Balance FSI) on the said Property by constructing the balance Sanctioned Buildings namely Wing A, Wing E, Wing F & Wing G consisting of sanctioned Floors (Balance Sanctioned Buildings) to be constructed on

the balance portion of the said Property and / or additional Floors on the said Balance Sanctioned Buildings as shall be sanctioned by CIDCO Ltd. / NAINA / concerned Authority from time to time (hereinafter referred to as the said **Balance/Additional Construction**) and accordingly, amend and/or modify the said plans and make additions and alterations to the said Residential cum Commercial Complex as may be possible and permissible to accommodate and complete the said Balance/Additional Construction after obtaining the requisite approvals and in such manner and for such User as may be permissible in law and in accordance with the Promoters absolute unfettered discretion together with such Amenities on the said Property. The Promoters have informed the Purchasers and the Purchaser/s is/are aware that to utilize the said Total Permissible FSI, the Promoters, through the said Architects, shall submit the revised building plans in respect of the said Property for constructing balance Sanctioned Building/s and /or additional Floors and / or Premises in the Buildings comprising the said Project and / or in balance Sanctioned Building/s in the Complex as shall be permissible on the said Property and obtain the Amended/ Revised Commencement Certificate for utilizing the full potential of the said Property including such additional FSI and/or TDR on the said Property. The said Sanctioned Buildings together with additional construction (if any) on the said Property as per the sanctioned Building plans are collectively hereinafter collectively referred to as the "**said Layout**". The Layout Plan of the said Property is annexed hereto and marked as **Annexure "D"**.

15. The Promoters have also appointed "**STRUCTURAL CONCEPTS DESIGNS PVT. LTD.**", as RCC Consultant and have entered into standard Agreement for carrying out the construction of the said Building/s and also have entered into standard agreement with the Architect for preparing plans of the said Building/s.

16. From and out of the said Sanctioned Buildings, the Promoters shall initially construct 3 (Three) Residential cum Commercial Buildings/Wings, namely, **(i) Building / Wing B, (ii) Building C / Wing** and **(iii) Building D / Wing**, each Wing/ Building presently consisting of Ground + 16 Upper Floors wherein (a) Ground Floor is reserved partly for Shops, Gym, Multipurpose Banquet and partly for Parking and Lift Lobbies, (b) First Floor and Second Floor is reserved for Podium Parking, (c) Third Floor is reserved partly for Residential Flats and partly for Amenities on the podium and (d) Fourth onwards all floors are reserved for Residential Flats (hereinafter referred to as the "**said Project**") on the portion of the said Property and comprising the said Residential cum Commercial Complex known as "**OLIVE BOULEVARD**". The said Project is earmarked and demarcated in \_\_\_\_\_ Colour on the Layout Plan annexed hereto as Annexure "D".

17. The Promoters has registered the said Project (**namely Building/ Wing B, C & D**) under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai on \_\_\_\_\_ under registration no. \_\_\_\_\_. The copy of Certificate of Registration of the said Project is annexed hereto and marked as **Annexure "E"**.

18. The Promoters has informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters will develop the said Property by constructing Building/s to be used for Residential cum Commercial purpose and as per the sanctioned plans, with such modifications thereto utilizing the said Total Permissible FSI from time to time and as may be approved by the concerned local bodies and/or authorities. The Schedule of the said development will also be determined by the Promoters, at their own discretion.

19. The Purchaser/s has/ have seen the approved plans as prepared by the Architect and the Purchaser/s is/are aware that for utilizing the said Total Permissible FSI, the Promoters may change/revise the said building plans from time to time and/or as may be required by the NAINA (CIDCO Ltd) and / or all other concerned authorities while giving the approval to the same and/or at any time and from time to time thereafter.

20. The Promoters has now commenced with the construction of the Building on the said Property in accordance with the sanctioned plans as per Commencement Certificate dated 20-01-2026. The Promoters shall continue the development of the balance Buildings/ Wings on the said Property by utilizing the said Total Permissible FSI and in accordance with such further development permission and Amended Commencement Certificate/s. The Promoters are desirous of selling Flats/ Premises in the said proposed Residential cum Commercial Complex which is intended to be named as "**OLIVE BOULEVARD**" or such name as the Promoters may decide. The Purchaser/s has/ have, after understanding the manner in which the development of the said Property shall be completed by the Promoters, agreed to purchase from the Promoters a Flat/ Shop/Premises in the said Project for such consideration and upon such terms and conditions as appearing hereinafter.

21. The Report on Title issued by \_\_\_\_\_, Advocate, High Court, has been seen and inspected by the Purchaser/s and a copy thereof has been annexed hereto and marked as **Annexure "F"**. The Purchaser/s has/ have, also prior to the execution of this Agreement, for himself / herself satisfied about the right and title of the Promoters to the said Property, the right of the Promoters to develop the said Property and to construct the said proposed Building on the said Property more particularly described in the First Schedule hereunder written. The Purchaser/s by virtue of his having executed this Agreement, is deemed to have accepted the title of the Promoters to the said Property as clear & marketable & free from all encumbrances, **subject to the rights of \_\_\_\_\_ under the said Mortgage Deed** and no further requisition or objection shall be raised upon it in any matter relating thereto.

22. On satisfying himself/herself about the plans and other terms and conditions including the Title, the Purchaser/s hereby agree/s to purchase Flat/Shop No. \_\_\_\_\_ on the \_\_\_\_\_ Floor, in Wing \_\_\_\_\_, admeasuring \_\_\_\_\_ Square meters (Carpet Area) or thereabouts together with the Balcony/Utility Area admeasuring \_\_\_\_\_ Square meters fused to the said Flat/Shop in the Residential cum Commercial Complex as "**OLIVE BOULEVARD**" to be constructed on the said Property (hereinafter referred to as the said Premises and which is more

particularly described in the **Third Schedule** hereunder written) for a total consideration of **Rs.** \_\_\_\_\_ /- (**Rupees** \_\_\_\_\_ **Only**). The Typical floor plan of the said Premises is annexed hereto & marked as **Annexure "G"**. The said Premises is forming the part of the said Promoter's Entitlement and is identified, earmarked & allotted to Promoters herein under the said Development Agreement dated 16-12-2025, hence the Promoters herein have full right and absolute authority to sell the said Premises to the Purchaser/s. This carpet area is inclusive of unfinished wall surface, area under RCC Column and shear wall and other such structural members of the premises in the Building on the said Property being constructed thereof, as per the rules and regulations of Real Estate (Regulation and Development) Act, 2016.

23. 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.

24. 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.

25. All the Parties hereto hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

26. Now all the parties are desirous of recording the terms and conditions of these presents so reached between them.

**NOW IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

**1. ACT AND RULES GOVERNING THE AGREEMENT:**

This Agreement shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act, 2016 (RERA) or any amendment therein or re-enactment thereof for the time being in force or any other provisions of law applicable from time to time and the rules framed there under. Under the provisions contained in the Real Estate (Regulation and Development) Act, 2016, the Promoters herein are the Promoter and all references herein shall be read and construed accordingly. The said Real Estate (Regulation and Development) Act, 2016 shall be hereinafter referred to as the "Act" and the Rules framed there under shall be referred to as the "Rules".

**2. INSPECTION OF DOCUMENTS AND SITE VISIT:**

The Purchaser/s has / have inspected the Agreements, Sanctioned Plans, and other relevant documents required to be given by the Promoters under the provisions of the Real Estate

(Regulation and Development) Act, 2016 in respect of the said Property and the Purchaser/s has / have visited the site of construction and made himself /herself /themselves familiar with the terms and conditions imposed by the NAINA (CIDCO Ltd) and other relevant authorities. The Purchaser/s has/ have demanded and the Promoters have given to the Purchaser/s inspection of the following documents:

- i. Allotment letter dated 12-11-2020 for the said First Plot.
- ii. Allotment letter dated 12-11-2020 for the said Second Plot.
- iii. Sale Deed dated 11-10-2023 for the said Second Plot.
- iv. Intimation of Disapproval (IOD) dated 18-02-2025 for the said Property.
- v. Commencement Certificate dated 20-01-2026.
- vi. NOC issued by \_\_\_\_\_ (Mortgagee) for sale of the said Premises.
- vii. Report on Title.
- viii. All the other deeds and documents on uploaded on MahaRERA website.
- ix. All other relevant documents, letters, papers and writings referred to herein.

b. All plans sanctioned by the NAINA (CIDCO Ltd) and other authorities, the designs, specifications etc., submitted to NAINA (CIDCO Ltd), and other authorities as required under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under, including the Commencement Certificate dated 20-01-2026.

c. The Purchaser/s has / has examined the foregoing Agreements and relevant documents, letters, papers and writings inspection of which, the Promoters have given to him/her / them and get him/her / them satisfied.

d. The Purchaser/s binds himself/herself/themselves to adhere with terms and conditions of the all documents / correspondence with NAINA (CIDCO Ltd) / other concerned authorities. All the liabilities pertaining to the above shall be borne and paid by the Purchaser/s as and when demanded by the NAINA (CIDCO Ltd) / other concerned authorities or the Promoters.

### **3. ADDITIONS AND ALTERATIONS:**

The Promoters shall under normal conditions construct building/s on the said Property in accordance with the said Building plans, revised plans and specifications duly approved and sanctioned by the NAINA (CIDCO Ltd.) and other concerned authorities. It is agreed that the Promoters shall, save as permissible under the Act and the Rules, not make any additions and alterations in the sanctioned plans, revised plans, layout plans in respect of the said premises, plot or building, as the case may be, without the previous written consent of the Purchaser(s) / Allottee(s). Provided however, in case if any change, addition, alteration in the layout plans are required by the sanctioning Authority then such additions, alteration, shall be carried out without seeking any prior permissions from the Purchaser(s) / Allottee(s) and the Purchaser(s) / Allottee(s) shall not challenge, dispute or raise any objection against the said changes in the sanctioned plans. Provided further that the Promoters may make such minor additions or alterations as may be required by the Purchaser(s) / Allottee(s) or such minor changes or alterations as shall be

required by NAINA (CIDCO Ltd.) / other concerned Authorities as per the provisions of the Real Estate (Regulation and Development) Act, 2016 or any other act, statute or law governing the development of the said Property. The Promoters shall keep the said Building plans, revised plans and specifications at the office of the Promoters for inspection of the Purchaser/s.

#### 4. SALE OF PREMISES AND PAYMENT CONDITIONS:

4 (a) The Purchaser/s hereby agree/s to purchase Flat/ Shop no. \_\_\_\_\_ on the \_\_\_\_\_ Floor in Wing \_\_\_\_\_, admeasuring about \_\_\_\_\_ Square meters (Carpet Area) or thereabouts together with the Balcony/Utility Area admeasuring \_\_\_\_\_ Square meters fused to the said Flat/Shop in the Building/ Project known as "**OLIVE BOULEVARD**" which is to be constructed on the said Plot and *pro rata* share in the common areas [("**Common Areas**") as defined under clause (n) of Section 2 of Real Estate (Regulation and Development) Act, 2016] (hereinafter referred to as the **said Premises**) and which is more particularly described in the **Third Schedule** hereunder written) for a total consideration of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only). The said total consideration also includes the consideration for (i) the proportionate price of the common areas and facilities appurtenant to the said Premises which are more particularly described in the **Second Schedule** hereunder written and (ii) Car Parking Space mentioned in clause 4 (h) herein. The said Premises form the part of the said Promoter's Entitlement and is identified, earmarked & allotted to Promoters herein under the said Development Agreement dated 16-12-2025, hence the Promoters herein have full right and absolute authority to sell the said Premises to the Purchaser/s. The Purchaser/s has/have paid to the Promoters, on or before execution of this Agreement, a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) as advance payment or application fee and hereby agrees to pay to the Promoters the balance amount of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) that shall be deposited in (i) RERA OLIVE INFRA & LIFESTYLE LLP RERA DESIGNATED COLLECTION ACCOUNT i.e., OLIVE BOULEVARD A/C no. \_\_\_\_\_ in \_\_\_\_\_ BANK, \_\_\_\_\_ BRANCH having IFS Code \_\_\_\_\_. In addition to the aforesaid Bank Account, the Promoters herein shall have opened in the same Bank a (ii) OLIVE INFRA & LIFESTYLE LLP RERA DESIGNATED SEPARATE ACCOUNT i.e., OLIVE BOULEVARD A/C no. \_\_\_\_\_ in \_\_\_\_\_ BANK, \_\_\_\_\_ BRANCH having IFS Code \_\_\_\_\_ and (iii) OLIVE INFRA & LIFESTYLE LLP RERA DESIGNATED TRANSACTION ACCOUNT i.e., OLIVE BOULEVARD A/C no. \_\_\_\_\_ in \_\_\_\_\_ BANK, \_\_\_\_\_ BRANCH having IFS Code \_\_\_\_\_ respectively. The Purchaser/s hereby agree/s to pay to the Promoters the said Total Consideration as per the Payment Schedule annexed hereto and marked as Annexure "**H**" balance amount in the following manner (time being essence of the contract):

The said total consideration does not include various other charges, expenses more particularly mentioned in this Agreement and the same shall be paid by the Purchaser/s over and above the consideration mentioned herein on their respective due dates.

4 (b) The said total consideration excludes Taxes [consisting of tax paid or payable by the Promoters by way of GST or any other similar taxes which may be levied, in connection with the purchase of the said Premises and construction of the Project, payable by the Promoters] payable in accordance with the rules, regulations and notifications applicable at the relevant time even after the date of handing over the possession of the said Premises.

4 (c) The Promoters shall periodically give intimation to the Purchaser(s)/Allottee(s), on the amount payable as stated in Clause 4(a) above and the Purchaser(s)/Allottee(s) shall make payment within 15 (fifteen) days from the date of such written intimation. In addition, the Promoters shall provide to the Purchaser(s)/Allottee(s) the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

4 (d) The said total consideration along with all the applicable Taxes, charges, cesses, levies, etc., is mutually agreed and subject to such increases which are due to increase on account of development charges or any other charges, deposits, fees, etc. payable to the competent authority and/or any other increase in Taxes, Charges, Cess which may be levied or imposed by the competent authority from time to time. The Promoters agrees that while raising a demand on the Purchaser(s)/Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoters shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser(s)/Allottee(s), which shall only be applicable on subsequent payments.

4 (e) The Carpet area of the said Premises is in accordance with the definition of the Carpet area as per the Real Estate (Regulation and Development) Act, 2016. Further, the Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the carpet area mentioned in this Agreement is on the basis of unfinished internal wall surface, area under RCC Column and shear wall and other such structural members of the premises and the carpet area of the said Premises upon completion shall include the plastering on the Wall, POP, if any, the areas under the wall and under RCC columns, shear walls and other structural members. Therefore, the Promoters have informed the Purchaser/s and the Purchaser/s is aware that there is likelihood that there can be some discrepancy in the Carpet area mentioned in this Agreement and the final carpet area of the said Premises upon completion. The Certificate issued by the Architect certifying the above area shall be final and binding on the parties. The Purchaser/s hereby agree, declare, confirm and undertake not to raise any objection, claim, dispute regarding such discrepancy in respect of the said carpet area. The Promoters shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building/s is complete and the Occupancy Certificate is granted by NAINA (CIDCO Ltd), by furnishing details of the changes, if any, in the carpet area subject to variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area beyond the defined limit, then Promoters 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 any increase in the carpet area allotted to Purchaser/s, the Promoters shall demand the additional consideration from the Purchaser/s as per the next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square meter 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.**

4 (f) 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/ Units 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.

4 (g) 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. The Permanent Account Number (PAN) of the Promoters is AACFO5304K and the Purchaser/s shall deposit the TDS in the said PAN No. and shall complete all procedures accordingly. 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.

4 (h) At the request of Purchaser/s, the Promoters have agreed to reserve for the Purchaser/s a covered Car Parking Space/s bearing no. \_\_\_\_\_ situated at \_\_\_\_\_ Basement and/or stilt and /or \_\_\_\_\_ podium, and / or \_\_\_\_\_ floor being constructed in the layout in the said Building/Project (hereinafter referred to as the said **Car Parking Space**). As per the sanctioned Building plan, the said Car Parking Space admeasures \_\_\_\_\_ Sq. meter., with the dimensions of \_\_\_\_\_ meter length X \_\_\_\_\_ meter breath X \_\_\_\_\_ meter vertical clearance.

**OR**

4 (h) At the request of the Purchaser/s, we have agreed to reserve for you a Mechanical Car Parking Space/s (with 2 Parking slots - Lower and upper) bearing no. \_\_\_\_\_ on the \_\_\_\_\_ Floor in the said Building/Project (hereinafter referred to as the said Mechanical **Car Parking Space**). As per the sanctioned Building plan, the said Mechanical Car Parking Space has been installed in the Car Parking Space of the said Building and which admeasures \_\_\_\_\_ Sq. meter, with the dimensions of \_\_\_\_\_ meter length X \_\_\_\_\_ meter breath X \_\_\_\_\_ meter vertical clearance.

4 (o) The Promoters have provided a Balcony/ Utility Area (said Balcony/ Utility Area), which is attached to the said Premises. The said Balcony/Utility Area will be in the exclusive possession of the Purchaser/s herein and Purchasers of the other premises in the said Building/s will not, in any manner object thereto. No additional consideration is payable by the Purchaser/s for the said Balcony/Utility Area.

#### **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 and marked as Annexure "H". The Cheque/s or Demand Draft or Pay Order should be drawn in favour of: **OLIVE INFRA & LIFESTYLE LLP** Account no. \_\_\_\_\_, with \_\_\_\_\_ Bank \_\_\_\_\_ Branch" having IFS Code \_\_\_\_\_" (OLIVE INFRA & LIFESTYLE LLP RERA DESIGNATED COLLECTION) and shall be sent to Sales Office of Promoters at Plot no. 20 and Plot no. 40A, aggregately admeasuring 22,740 Square meters, situate at Village Akurli, Taluka Panvel, District Raigad, either by Hand Delivery or by Registered A/D or by Courier (Acknowledges 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 desire 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 Institute to draw the Cheque/s or Demand Draft or Pay Order favouring the said new Bank Account.

#### **6. TIMELY PAYMENT OF THE INSTALLMENTS:**

6(a) The Promoters shall give a Notice to the Purchaser/s intimating the Purchaser/s the amount of the installment or the balance amount payable by the Purchaser/s to the Promoters in accordance with the Payment Schedule annexed hereto and marked as Annexure "H" (Time being essence of the contract) and within 15 days from the date of letter, the Purchaser/s shall pay the amount of the said installment or the balance amount to the Promoters. The Purchaser/s will not hold the Promoters responsible for delay in postal service or delay in receipt or non-receipt of the said Notice. The Promoters shall give the details of respective Bank Accounts wherein the

respective payments towards the due installment, GST and such other charges as are payable hereunder are to be made by the Purchaser/s herein.

6(b) It is hereby clarified that all the Installment Letters, Reminders, Notices in respect of the demands for outstanding amounts payable by the Purchaser/s shall include the proportionate percentage of monetary consideration, all applicable taxes, cess, levies, duties, accrued interest for outstanding unpaid installments and such other amounts as shall be specified in respective communication with the Purchasers. All such amounts towards the proportionate percentage of monetary consideration together with the taxes, cess, levies, duties and interest accrued thereon shall be hereinafter collectively referred to as the "said Installments".

6(c) Both the parties hereby agree with each other that timely payment of all the above installments and every other amount payable by the Purchaser/s under these presents to the Promoters shall be the essence of this contract. Both the Promoters and the Purchaser/s has / have mutually agreed that the Purchaser/s shall be liable and responsible to pay all the installments payable for the purchase of the said premises and other charges payable under this Agreement on their respective due dates without committing any delay, defaulter demur. The payment of any installments on the respective due date is essence of contract and shall be governed as per the terms of this Agreement. In case the Purchaser/s make/s any default or delay in payment of any Installment/s as per the Payment Schedule annexed hereto and marked as Annexure "H", the Purchaser/s shall be liable to pay interest at the rate which shall be charged by the Promoters legally. Notwithstanding the Schedule of payments mentioned in this Agreement, if the Purchaser/s makes any advance payment or additional payment not due at the time or receipt of this payment, then any such advance shall be adjusted in the immediate next installment. No interest /compensation /rebate / adjustment shall be paid/made by the Promoters for such advance payment made by the Purchaser/s or by housing finance companies/bank etc. on behalf of Purchaser/s. In case, if the Purchaser/s has/have obtained/shall obtain from any Bank/NBFC or Money Lenders finance/ defaulter demur. In case if the Purchaser/s has/ have obtained / shall obtain from any Bank/ NBFC or Money Lenders finance/ Loan on the said premises, then it shall be the sole and absolute responsibility of Purchaser/s herein to ensure that the disbursement of all the installments by the Bank/ Financial Institution/ Money Lender is done within the time frame mentioned in this Agreement. Both the Promoters and Purchaser/s has/ have further agreed that in the event of the Purchaser/s committing any delay, default or demur in paying any three installments then and in that event, the Promoters shall give 15 days Notice to the Purchaser/s to pay all the outstanding amounts together with fresh installments (if the same becomes due and payable). If the Purchaser/s fail/s to pay the entire outstanding amounts to the Promoters within the time prescribed under the Act and the Rules, then the Promoters shall be entitled to terminate and cancel this Agreement and all legal consequences as per the Act and the Rules shall follow. Subsequent to such termination, the Promoters shall deduct 10% of the said total consideration of the said Premises and refund the balance amount (if any) to the Purchaser/s per the provisions of law. The Promoters shall not be liable to refund to the Purchaser/s the Stamp Duty, Registration charges, Taxes, GST paid on this Agreement upon its termination. 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. The refund, after deducting such amounts as are deductible under this Agreement, shall be paid directly to such Bank, NBFC, Financial Institution only after the Purchaser/s has/ have fully and entirely paid any other balance amount as shall be due and payable by the Purchaser/s to such Bank, NBFC, Financial Institution after adjusting the total refund that the Promoters shall deposit with such Bank, NBFC, Financial Institution. Further, the Purchaser/s shall obtain from such Bank, NBFC, Financial Institution the No Dues Certificate giving the full discharge of the loan taken and also NOC in favour of the Promoters to resell the said premises to any third party without having any reference or recourse to the housing loan taken by the Purchaser/s. In the event of the Purchaser/s not obtaining such No Dues Certificate and NOC within a period of 15 days from the date of such cancellation/ termination, then and in that event, the Purchaser/s shall be liable to pay to the Promoters interest at maximum permissible rate for such delay. In case of such termination, the Stamp Duty, Registration charges, GST and all taxes paid by the Purchaser/s shall neither be refunded by the Promoters nor will the Promoters be under any obligation to facilitate the refund. In case of such termination, the Stamp Duty, Registration charges and all taxes paid by the Purchaser/s 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 Promoters 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.

6(d) It is agreed by the Purchaser/s that till such time as he / she / they has / have paid to the Promoters the entire consideration with or without interest amounts (as the case may be), as are stipulated hereinafter and all other outstanding amounts payable in respect of the said Premises, he / she they shall not claim any right, title, interest or possession in, of, over and upon the said Premises and the Purchaser/s is / are aware that ultimately the Promoters herein along with Land Owner herein, in their sole and absolute discretion, shall, as per the provisions of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) for the entire layout and execute Deed of Conveyance in favour of such Co-operative Society or Company or Association that shall be formed for the said Building, within a stipulated period by Law.

6(e) 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) / Allottee(s) only.

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, 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.

8. It is made clear by the Promoters and the Purchaser(s) / Allottee(s) agrees 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 Property 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) / Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser(s) / Allottee(s) of the Project.

**9. CANCELLATION BY PURCHASER(S) / ALLOTTEE(S):**

9 (a) The Purchaser(s) / Allottee(s) shall has / have the right to cancel / withdraw his/her/their allotment in the Project as provided in the Act, by giving written Intimation/Letter to the Promoters, which shall be duly acknowledged by the Promoters. Provided that where the Purchaser(s) / Allottee(s) proposes to cancel/withdraw from the Project, the Promoters herein are entitled to forfeit 10% of the said total consideration of the said Premises. The Promoters shall not be liable to refund to the Purchaser/s the Stamp Duty, Taxes, GST paid on this Agreement upon its termination. Subject to 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, the balance amount of money paid by the Purchaser(s) / Allottee(s) (if any) shall be returned by the Promoters to the Purchaser(s) / Allottee(s) within a period as prescribed under law. Provided however, such refund amount, if any, shall be governed as per the provisions of clause 6 (c) hereof. In this case, the Purchaser/s will not be entitled to any claim / taxes paid by them or demand Registration charges, Stamp Duty, Taxes, GST or interest paid by them. In the event of such Cancellation, the Promoters shall be entitled to resell the said premise to such third person / party, as the Promoters may deem fit, necessary and proper.

9(b) Simultaneously upon the cancellation of this Agreement, the Purchaser/s shall handover to the Promoters, the original Allotment Letter, Agreement for Sale together with all original receipts for payments made, original mortgage NOC in respect of the said Premises to the Purchaser/s. Upon receiving all the aforesaid original documents from the Purchaser/s, the Promoters shall refund to the Purchasers the balance amount (if any) refundable as per clause 9 (a) hereinabove.

10. The Promoters shall provide the Internal amenities and facilities as per the List of Amenities annexed hereto and marked ANNEXURE "I".

**11. RIGHTS OF THE PROMOTERS TO AMEND THE LAYOUT AND OBTAIN AMENDMENT IN SANCTION PLANS AND TO UTILIZE THE ENTIRE FSI/ ADDITIONAL FSI/ TDR OR ANY INCREMENTAL FSI BY FOLLOWING DUE PROCEDURE OF LAW:**

The Purchaser/s is/are aware that the Promoters shall carry out the construction/development in accordance with the plans sanctioned and the Commencement Certificate dated 20-01-2026 issued by NAINA (CIDCO Ltd) and further plans that may be sanctioned for utilizing the said Total Permissible FSI on the said Property as set out herein below:

- (a) The Promoters hereby declare that the Floor Space Index available as on date in respect of the said Property is 88900.274 Square meters (Total BUA as mentioned in the said Commencement Certificate is 88894.923 Square meters) to construct a Residential cum Commercial Complex comprising of 7 (Seven) Buildings/ Wings namely (i) **Building/ Wing A**, (ii) **Building/ Wing B**, (iii) **Building/ Wing C**, (iv) **Building/ Wing D**, (v) **Building/ Wing E**, (vi) **Building/ Wing F** and (v) **Building/ Wing G**, by utilizing the present permissible FSI on the said Property (hereinafter referred to as the **Sanctioned Buildings**).
- (b) From and out of the said Sanctioned Buildings, the Promoters are desirous of initially developing 3 (Three) Residential cum Commercial Buildings/Wings, namely, (i) **Building / Wing B** presently consisting of Ground + 16 Upper Floors, (ii) **Building C / Wing** presently consisting of Ground + 16 Upper Floors and (iii) **Building D / Wing** presently consisting of Ground + 16 Upper Floors (hereinafter referred to as the "**said Project**") by utilizing the part Permissible FSI of \_\_\_\_\_ on the said Property.
- (c) The Promoters have further informed the Purchasers and the Purchasers are aware that the Promoters shall be entitled to utilize the said present Permissible FSI comprising of Base FSI + Ancillary FSI along with any such additional FSI/TDR that may be granted by the NAINA (CIDCO Ltd) / concerned Authority on the said Property as per UDCPR (hereinafter collectively referred to as the said **Total Permissible FSI**). Thus, the Promoters are entitled to utilize the entire unutilized balance FSI (Balance FSI) on the said Property by constructing the balance Sanctioned Buildings namely Wing A, Wing E, Wing F & Wing G consisting of sanctioned Floors (Balance Sanctioned Buildings) to be constructed on the balance portion of the said Property and / or additional Floors on the said Balance Sanctioned Buildings as shall be sanctioned by CIDCO Ltd. / NAINA / concerned Authority from time to time (hereinafter referred to as the said **Balance/Additional Construction**) and the Purchaser(s) / Allottee(s) has/ have agreed to purchase the said premises based on the proposed Balance/Additional construction and sale of premises to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.
- (d) The Promoters have informed the Purchasers and the Purchaser/s is/are aware that the Promoters shall amend and/or modify the said plans and make additions and alterations to the said Residential cum Commercial Complex as may be possible and

permissible to accommodate and complete the said Balance/Additional Construction in such manner and for such User as may be permissible in law and after obtaining the requisite approvals and in accordance with the Promoters absolute unfettered discretion together with such Amenities on the said Property. The Promoters have informed the Purchasers and the Purchaser/s is/are aware that to utilize the said Total Permissible FSI, the Promoters, through the said Architects, shall submit the revised building plans in respect of the said Property for constructing balance Sanctioned Building/s and /or additional Floors and / or Premises in the Buildings comprising the said Project and / or in balance Sanctioned Building/s in the Complex as shall be permissible on the said Property and obtain the Amended/ Revised Commencement Certificate for utilizing the full potential of the said Property including such additional FSI and/or TDR on the said Property. The said Sanctioned Buildings together with additional construction (if any) on the said Property as per the sanctioned Building plans are collectively hereinafter collectively referred to as the **"said Layout"**.

- (e) Promoters hereby declare that no part of the said Floor Space Index for the said Property has been utilized by the Promoters elsewhere in any other plot for any purpose whatsoever. The Promoters shall be entitled to consume the Total Permissible F.S.I by constructing additional floor(s)/Wing(s) on the said Property in accordance with the Act and Rules, as the Promoters shall think fit and proper.
- (f) In case the said floor space index has been utilized by the Promoters elsewhere, then the Promoters shall furnish to the Sanctioning Authorities all the detailed particulars in respect of such utilization of said Floor Space Index by them. In case while developing the said Property, the Promoters have utilized any Floor Space Index of any other land or property by way of floating Floor Space Index or otherwise howsoever, then the particulars of such Floor Space Index shall be disclosed by the Promoters to the Sanctioning Authorities.
- (g) The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters will develop the said Property by constructing Building/s to be used for permissible users/ purposes and any other purpose as shall be permitted as per the sanctioned plans, with such modifications thereto for utilizing the said Balance/Total Permissible FSI from time to time determine and as may be approved by the concerned local bodies and/or authorities.
- (h) Without modifying the plan of the said Premises, the Promoters shall be entitled to amend, modify and/or vary the building plans or the lay out or sub-division plan/s as also the specifications in respect thereof as may be permissible under the Act and Rules and by following the due procedure of law
- (i) The Purchaser/s or the Society of the Purchaser/s of all premises holders shall not raise any objections on any ground as to Promoters rights reserved hereunder and as shall be available to the Promoters under the Act and the Rule.

- (j) The Promoters hereby reserve full right and absolute authorities to utilize the Balance/ Total Permissible FSI including any 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 the said Total Permissible FSI 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 is formed and/or Deed of Conveyance for any particular Building 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 by following due procedure of law, 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. The Promoters shall, after consuming such balance and/or additional FSI TDR or any incremental FSI / the said Total Permissible FSI/ Building potential by constructing such permissible tenements on the said Property, 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. The Purchaser/s for himself/ herself/ themselves and on behalf of his/her/their respective heirs, legal representatives and assigns, hereby gives the Promoters full right and absolute unconditional right and authority to carry out the said Balance/ Additional construction by utilizing the balance FSI / additional FSI/ the said Total Permissible FSI as per the Building plans/Revised Building plans sanctioned by NAINA (CIDCO Ltd.) and other Authorities, Promoters and further agree, declare and confirm that the said Revised Building Plan for consumption of the said Total Permissible FSI, sanctioned by NAINA (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 NAINA (CIDCO Ltd.) and other authorities on the said Property. The rights of the Purchaser/s are restricted only to the said premises agreed to be purchased.
- (k) Irrespective of possession of the said Premises being given to the Purchaser/s or not, the rights under this clause and/or under this Agreement reserved for the Promoters to exploit the potentiality of the said Property, shall be valid, subsisting and binding on the Purchaser/s & shall continue to vest in the Promoters even after the execution of the Deed of Conveyance in favour of the Society that shall be formed. All the aforesaid

rights of the Promoters to exploit the said potentiality shall remain unchanged, unhindered and the Promoters along with Promoters/Land Owner herein shall endeavour to execute the Deed of Conveyance reserving with themselves all such rights, title, interest in the said Property in their favour as may be outstanding at the time of execution of such Deed of Conveyance in favour of the Society that shall be formed. The Purchaser/s hereby agree/s declare/s and undertake/s not to obstruct, create hindrances, challenge or dispute the rights of the Promoters to carry out the construction and development and to utilize and exploit full potentiality of the said Property. The Purchaser/s further agree/s not to challenge, dispute or hamper such development that the Promoters may carry out either on the grounds of nuisance, inconvenience or health grounds or any other grounds or reasons whatsoever.

(l) The Promoters shall have full right and absolute authority to make additions, alterations, amendments & changes in the building plans of the Buildings in the said Project and/or in the building plans of the said balance Sanctioned Building/s to be constructed on the said Property 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 Sanctioned Buildings or open part or parts of the said Sanctioned Buildings /Plot including the Common terrace at anytime either before or after transfer of the Plot & such rights shall include the right to use /consume F.S.I. or additional F.S.I. or global FSI which may become available in respect of the said Property or any other lands at anytime hereafter in future by reserving such rights in Deed of Conveyance or to make such amendments, alterations in the revised sanctioned plan as may be permitted by the NAINA (CIDCO Ltd.) and/or any other authorities and by following due procedure of law 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.

(m) It is furthermore agreed that if any modification, addition, demolition, variation, construction or alteration is required to be made by the NAINA (CIDCO Ltd.) or any other concerned authority due to change in the prevalent building bye-laws or on account of change in policy, then after the receipt of Occupation Certificate from NAINA (CIDCO Ltd) the same shall be carried out and complied with by the Purchaser/s at his / her /their own costs and expenses and the Promoters shall neither contribute any amount nor shall they be anywise liable or responsible for the same.

12. The Promoters have informed the Purchaser/s and the Purchaser/s is / are aware that he/she/they shall use the said Premises only for the Residential/Commercial purposes and he/she/they shall not change the user of the premises.

### 13. PURCHASER/S COVENANTS:

The Purchaser/s for himself/ herself/ themselves do hereby covenant with the Promoters as follows:

(a) To pay to the Promoters such amounts (if any) to NAINA (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 NAINA (CIDCO Ltd) or other concerned authority in this regard.

(b) To maintain the said premises at his / her their own costs, charges & expenses in good tenable repair & conditions from the date receipt of intimation from the Promoters that the said Premises is ready, irrespective of the fact whether the Purchaser/s has / have taken possession or not & shall not do or suffer to be done anything in or to the Building/s in which the said premises is situated, or to act or to do anything against the rules, regulations and bye-laws of concerned local authorities or Co-operative Society or change /alter or make any addition and / or alteration in or to the said premises or any part thereof, without obtaining prior written consent of the Society that shall be formed.

(c) Not to store in the said premises any goods /articles which are of hazardous, combustible or dangerous nature or are so heavy that it may damage the construction / structural stability of the building in which the said Premises are situated or storing of which is objected to by the concerned local or other authority & shall not carry or cause to be carried any heavy package on the upper floor/s which may damage or are likely to damage the common passage, staircase or any other structures of the said building including entrance of the building in which the said Premises is situated & in case, if any damage is caused to the building or to the said Premises on account of negligence or default of the premises Purchaser/s in this behalf, then Purchaser/s shall alone be liable for the consequences of such breach / default.

(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/Wing or to any of the open areas or if the work disturbs the elevation/aesthetics of the Building/Wing 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 NAINA (CIDCO Ltd) or other Concerned authorities, then immediately upon intimation of the same, the Purchaser/s shall remove such alteration and restore to its original state at his/her/their own cost, failing which 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.

(e) Upon the Promoters handing over the said Premises to the Purchasers, the Purchaser/s shall not make any structural changes in the said Premises and / or to the external elevation of the said Building.

(f) The Purchaser/s is /are aware that the Promoters are required to attend to all complaints regarding leakages and other defects, as per the Act and the Rules. Thus, as a result of any work, addition, alteration, amendment and changes made by the Purchaser/s, if there is any damage to any adjoining premises or any premises above or below the said premises or abutting the said premises or to any portion of the said Building, then the Purchaser/s shall be liable and responsible to carry out the necessary repairs to all such premises or any part of the Building as may be required under the Act and the Rules and the Promoters shall be absolved of the obligation and the responsibility under the Act and Rules.

(g) Similarly, if as a result of any addition, alteration or changes carried out by the Purchasers to his/ her/ premises, if NAINA (CIDCO Ltd) or any other Authority adopts any action either against the Promoters or the said Building/ Project, then the Purchaser/s alone shall be liable and responsible for all such actions in law. The Promoters shall have further rights to adopt such action against the Purchaser/s including that of termination of this Agreement and /or recovery of compensation as the Promoters may be entitled under the Act and Rules.

(h) To carry out at their own cost, charges and expenses, all internal repairs to the said premises & maintain the said premises in the same condition, set and order in which it was delivered by the Promoters to the Purchaser/s & shall not do or suffered to be done anything in / to the building or the said premises which may contravene the rules, regulations and bye-laws of the concerned local authority or the said society nor cause any alterations in elevation or outside colour scheme of the said building/s in which the said premises is situated and shall also keep the sewers, drains, pipes of the said premises or appurtenances thereto in good and tenantable conditions so as to support or protect the other parts of the building in which the said premises is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs, RCC, pardis, or other structural changes in the said premises.

(i) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property or building in which the said premises are situated or any part thereof, whereby any increase in premium shall become payable in respect thereof.

(j) Not to throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound or any part of the said Property and building in which the premises is situated.

(k) The Purchaser/s shall not let, sub-let, transfer, assign or part with possession of the said premises or his/her/their interests or benefits under this Agreement until all dues, payable by him/ her/them to the Promoters under this Agreement are fully paid and only if the Purchaser/s has / have not been guilty of breach for non-observance of any of the terms & conditions of this Agreement or until the Purchaser/s has / have intimated about the same in writing to the Promoters .

(l) That Purchaser/s shall observe and perform all rules and regulations which the society or a limited company may adopt at its inception & the additions, alterations or amendments which may be made therein from time to time for the protection & maintenance of the said building or the said premises therein that may be made from time to time for observance and performance of building rules, regulations & bye-laws for the time being in force, of the concerned local body /authority or Government. The Purchaser/s shall also observe /perform all stipulations / conditions as laid down by the said society regarding the use /occupation of the said premises in the building & shall contribute punctually towards taxes and other dues /outgoings in accordance with the terms of this Agreement.

(m) Till the Deed of Conveyance of the said Property 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 Property, 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 Property & building or any part thereof to view the state and conditions thereof.

(n) During the course of construction, if the Purchaser/s is/are desirous of visiting the said Property, 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.

(o) In the event of Purchaser/s committing any breach or act in contravention of the above provision, the Purchaser/s shall be liable or responsible for the consequence in respect thereof to the Promoters or to the concerned local authority or other public authority in that behalf.

(p) The Purchaser/s/Allottee/s shall not do or suffer to be done anything in the premises, which is or is likely to be a nuisance or annoyance to other occupants of the neighbouring premises in any manner whatsoever. The Purchaser/s/Allottee/s shall not do or cause or allow or permit to be done in or around the premises anything illegal or immoral in nature.

(q) Pending the payment of the entire consideration as set out hereinabove, the Purchaser/s/Allottee/s shall not transfer, assign or induct any third party or create any third party interest in the said premises or any part or portion thereof without the prior written

permission of the Promoters. All the legal and administrative costs incurred by the Promoters in this regard shall be borne and payable by the Purchaser/s / Allottee/s herein.

(r) The Purchaser/s/Allottee/s shall keep and maintain and use the said premises in good order and condition.

(s) The Purchaser/s/Allottee/s shall permit the Promoters and/or Land Owner/PMC, their authorized representatives to enter upon the said Premises for inspection and to carry out repairs at reasonable time as and when necessary after giving to the Purchaser/s/Allottee/s 24 hours prior notice thereof.

(t) The Purchaser/s/Allottee/s undertake/s not to use the voids, conduits, outlets, ducts, etc., and/or RCC works, staircases, passages common or otherwise, fire escape balcony, Common terrace of the Building, common areas, open compound, internal roads or any other space in any manner not permitted by the relevant Building Rules and Bye-laws. It is clarified that the Purchaser/s/Allottee/s shall be liable to obtain, at his/her/their own cost and expense all the necessary/required permissions, consent, etc., from the NAINA (CIDCO Ltd) or civic body and other concerned authorities in respect of the aforesaid permitted services and to ensure compliance of such permissions, etc. and the Purchaser/s/Allottee/s undertake/s to indemnify and keep indemnified the Promoters from and against any claims, losses, damages, etc., which may be suffered/incurred by the Promoters in respect of the said premises.

(u) The Purchaser/s/Allottee/s shall at the request of the Promoters and/or Land Owner/PMC produce for inspection by the Promoters and/or Land Owner/ /PMC all such licenses, permissions, etc. prescribed by any provision or any law or rule or regulation for the purpose of running the said all-purpose Unit/s for the aforesaid business.

(v) The Purchaser/s/Allottee/s shall abide by all the rules and regulations framed by the Promoters or PMC from time to time and prescribed under the fit-out guide as modified from time to time, and confirm that the said rules and regulations of the PMC and the fit-out guide form part of this Agreement.

(w) The Purchaser/s/Allottee/s agree and confirm that the rights granted to the Purchaser/s/Allottee/s under this Agreement are limited and restricted to the use of the said premises only and the Purchaser/s/Allottee/s is not in any manner concerned with the balance area of the Project and the Promoters are entitled to deal with the said area in any manner whatsoever.

14. During the construction work of the said Sanctioned Building(s) / wing(s), the Promoters can commence the work on any floor or Premises or any particular wing(s) / Building(s) as per their convenience, the Purchaser/s will not object to that and pay his /her /their installment as per

the stipulated period. The Commencement of work means the commencement of work of the said Building/s and not the commencement of work of particular Premises.

**15. RESTRICTIONS ON THE PURCHASER/S:**

The Purchaser/s has / have agreed declared & confirmed with the Promoters that the Purchaser/s shall:

a. Similarly the Purchaser/s shall install the Dish Antenna for the Set Top Box on the common Terrace on the Top Floor only in the area specifically earmarked for the said purpose. Similarly, for any other new/ additional facility/ service/s, should the Purchaser/s require to install any Instrument/Receiver/Dish either outside the said premises or on the Common 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 .

b. Not put or place flower pots, Vases or any plantations outside the Windows or in the common areas / passages of the Floor in which the said Premises is located.

c. The Purchaser/s shall not store any of their materials, belongings, and stocks in the open passage, refuge area/common area, floor lobby, Common terrace, fire rescue gallery, mid landings, etc.

d. The Lift facility in this Project shall be used as per rules of the Management Company/ Co-operative Society / Condominium of Apartments / Private Limited Company which may be formed for the management of said Building/s / Complex. It is to be economically 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 / Condominium of Apartments / Private Limited Company which may be formed in future or Promoters shall not become responsible for it 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 in it.

e. The Purchaser/s is/ are aware that the leakage 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 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 after effects. The Promoters shall hand over to the Society as and when formed the unfinished

Warranty from the original Agency for the residual period on the terms and conditions as were agreed by the Promoters at the time of the appointment of such Agency.

f. The Purchaser/s shall not use lifts for transporting the furniture and other construction material to their respective premise. All such transportation shall be done using the staircase only. In the event, if there is any damage to the open space/passage, Lobby or any other common area of the said Building during the transportation of the furniture or any construction material to the said Premises, then and in that event, the Purchaser/s shall, at his/ their own cost, be liable and responsible to make such repairs as may be demanded by the Promoters.

g. The interior work or the transportation of heavy household items shall be permitted only between \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. strictly.

i. Notwithstanding what is mentioned herein, the Purchaser/s herein shall not extend, enclose or cover or modify or alter the existing Chajja in any manner whatsoever and the same shall be retained in its original position.

j. The Purchaser/s hereby state that any kind of interior work shall be undertaken only after possession/handover of the said premises has been duly completed in accordance with the terms of this Agreement and subject to compliance with applicable laws, rules, and regulations.

16. The Promoters have provided the Car parking spaces on Ground Floor, First Floor and Second Floor in the said Project and which has been approved by the NAINA (CIDCO Ltd) and other authorities. Further, the Promoters have categorically informed the Purchaser/s & the Purchaser/s has/ have noted the following:

a. The Purchaser/s shall not enclose or encroach on the parking area guest parking that is being provided to the 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.

b. The Purchaser/s undertake/s that the abutting Utility Area/Balcony constructed as per approved Building plans shall not be enclosed.

c. The Purchaser/s hereby further undertake/s that at the point of time when there is Deed of Conveyance being prepared, the above mentioned conditions shall be mentioned in the Deed of Conveyance.

d. This clause shall be binding on the entire Society and its members.

#### 17. INDEMNITY:

The Purchaser/s/Allottee/s hereby agree to indemnify and keep indemnify the Promoters / Land Owner against any claim or loss or damage that the Promoters and/ or the Land Owner may sustain or suffer or any costs, charges and expenses the Promoters /Project Management

Company (PMC) may incur or for which the Promoters and/ or the Land Owner/Project Management Company may become or be held liable or responsible, if any of their Purchaser/s or anyone else including any public authorities should hold them responsible or liable for payment of any loss or damage or costs, charges or expenses or any proceedings of any nature whatsoever arising out of any act, deed, matter or thing done or not done or committed or any negligence or default or breach of promise or contract or violation on the part of the erstwhile Owners / or their representatives, in the course of rendering services or otherwise to the Purchasers of the Promoters and /or Land Owner /Project Management Company or otherwise.

**18. HANDING OVER POSSESSION:**

18 (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 NAINA (CIDCO Ltd) or other relevant authority or body or public authority. Since the water supply and other infrastructure such as Roads, Street Lights, etc. are to be provided by NAINA (CIDCO Ltd) and the Electric connection and meter are to be provided by the MSEDCL, the Promoters shall not be held liable or responsible for any delay caused by NAINA (CIDCO Ltd) in providing water supply or for providing other infrastructure such as Roads, etc. or by MSEDCL in providing Electricity. The Promoters shall give possession of the said premises to the Purchaser/s on or before 31-12-2029, subject to Force Majeure and reasons beyond the Control of the Promoters. The Promoters shall be entitled to reasonable extension of time for completing construction of the said Premises within the aforesaid period if the same is delayed on account of:

- i. War, Civil Commotion or act of God.
- ii. Any notice, rule, order, notification of the Government and/or other public or competent authority/ Court.

**18 (b) PROCEDURE FOR TAKING POSSESSION:**

The Promoters, upon obtaining the Part / Full Occupancy Certificate from the competent Authority and upon the Purchaser/s/Allottee/s making the entire payment towards the cost of the said Premises and other charges payable by him/her/them under this Agreement and upon the Purchaser/s/Allottee/s having complied with all the terms of this Agreement, shall offer the Purchaser in writing the possession of the said premises. The Purchasers shall be liable and responsible to pay the entire outstanding payable by the Purchasers under this Agreement to the Promoters within the said period of 30 days and take possession of the said premises from the Promoters . Upon receiving the entire balance payments together with interest accrued thereon and upon the Purchasers complying with all the terms and conditions of this Agreement by the Purchasers, the Promoters shall give possession of the said premises to the Purchaser(s) / Allottee(s).

18(c) After obtaining the Occupancy Certificate and handing over physical possession of the said premises to the Purchaser(s) / Allottee(s), it shall be the responsibility of the Promoters to hand

over the necessary documents and plans, including common areas, to the Association of the Purchaser(s) / Allottee(s) or the competent Authority, as the case may be, as per the local laws.

18 (d) The Purchaser/s shall be entitled to take possession of the said premises, if the Purchaser/s has/have duly observed and performed all the obligations and stipulations contained in this Agreement and also duly paid to the Promoters all and whatsoever amounts payable by the Purchaser/s under this Agreement. Provided however till such time as the Purchaser/s does /do not pay the entire monetary consideration together with the entire other charges payable hereunder, the Purchaser/s shall not be entitled to obtain the possession of the said premises purchased by him / her / them. Provided however, the Purchaser/s shall be liable and responsible to pay to the Promoters the maintenance charges and other charges as shall be demanded by the Promoters for the said premises irrespective of the fact whether the Purchaser/s has / have taken physical possession of the said premises or not.

**18(e) DEFAULT IN PAYMENT AND CANCELLATION OF ALLOTMENT:**

The Purchaser(s) / Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Purchaser(s) / Allottee(s) fails to make payments for any demands made by the Promoters as per the Payment Schedule annexed hereto and marked as Annexure "H", despite having been issued notice in that regard, then the Purchaser(s) / Allottee(s) shall be liable to pay interest to the Promoters on the unpaid amount at the rate specified in the Act and Rules.
- (ii) In case if the interest for the default in payment of any installment has not been charged to the Purchaser(s)/Allottee(s) for any reason whatsoever then, prior to the Purchaser/s Allottee/s taking the possession of their respective Flat, the outstanding interest, if any, shall be worked out and the same shall be payable by the Purchaser/s/ Allottee/s.
- (iii) In case the Purchaser(s) / Allottee(s) commits three defaults for payment of any installment / amounts payable under this Agreement, after giving the Purchaser 15 days intimation in this regard, the Promoters shall cancel the allotment/ this Agreement in respect of the said premises in favour of the Purchaser(s) / Allottee(s). Subsequent to such termination, the Promoters shall deduct 10% of the said total consideration of the said Premises and refund the balance amount (if any) to the Purchaser/s per the provisions of law. 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. Provided however, such refund amount, if any, shall be governed as per the provisions of clause 6 (c) hereof.

18 (f) Upon the possession of the said Premises being delivered to the Purchaser/s, the Purchaser/s shall be entitled to use and occupy the said premises and thereafter, the Purchaser/s shall has / have no claim against the Promoters as to any defect in any item or work of construction of the said premises not attributable to the Promoters for any reason whatsoever.

18 (g) On obtaining the Part Occupancy/Occupancy Certificate from the concerned authority and upon the Purchaser/s/Allottee/s making the entire payment towards the cost of the said Premises as mentioned in the Payment Schedule annexed hereto and marked as Annexure "H" and other charges payable by him/her/them under this Agreement, 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 Maharashtra State Electricity Board causing delay in sanctioning and supplying electricity or due to the NAINA (CIDCO Ltd) / Local authority concerned, causing 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/ Allottee/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 NAINA (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) / Allottee(s) for any purposes other than for purpose for which it is sold.

18 (h) The percentage of undivided interest of the Purchaser/s in the common areas & facilities limited or otherwise pertaining to the said Premises hereby agreed to be sold to the Purchaser/s shall be in proportion to the areas of the said premises hereby agreed to be sold hereunder to the common areas and facilities limited or otherwise as disclosed by the Promoters .

18 (i) **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 & such areas shall belong to Promoters until execution of the said final Deed of Conveyance in respect of the said Property in favour of such Society & thereafter the same shall belong to the said Society alone.**

18 (j) The Purchaser/s hereby declare, confirm and undertake that the Purchaser/s shall not be entitled to sell and /or transfer his / her / their right, title, interest and benefits under this Agreement to any person without obtaining prior in writing "No Objection Certificate" from the Promoters. The Promoters will issue such No Objection Certificate to the Purchaser/s for transferring and assigning the benefits and rights of this Agreement for the said premises, only if the Promoters have received the entire consideration that has become due and payable by the Purchaser/s (including accrued interest along all amounts that are payable as the Agreement with the Purchasers, if any) and upon the Purchaser/s paying the requisite Transfer charges payable

to the Promoters in respect of the said Premises and upon the Purchasers complying with such terms and conditions as may be stipulated under law or by the Promoters.

**19. PAYMENT OF MAINTENANCE CHARGES AND TAXES:**

19 (a) Until the Society or Limited Company is not formed and the said Building is not transferred to the said the Society or Limited Company and until the NAINA (CIDCO Ltd) / Concerned Authority taxes and water charges are not fixed and / or assessed separately, the Purchaser/s agree and bind himself/herself/themselves to pay every month in advance from the date of delivery of possession of the said Premises (the date means the date on which the Promoters shall give notice to the Purchaser/s that the said Premises is ready to be handed over to him/her/them) the proportionate share (i.e. in proportion to the floor area of the said premises) to be determined by the Promoters of outgoings in respect of the said Property and the said Building towards and on account of the NAINA (CIDCO Ltd) / Central Government /State Government taxes and all outgoings taxes and other taxes levies, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, sewage, sanitation, electric bills repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property and the said Building/s and the Purchaser/s shall indemnify and keep indemnified the Promoters against the aforesaid charges in respect of the said Premises. The Purchaser(s) / Allottee(s) further agree/s that till the Purchaser(s) / Allottee(s)'s share is so determined, the Purchaser(s) / Allottee(s) shall pay to the Promoters provisional monthly contribution as shall be demanded by the Promoters from time to time till the formation of Society per month towards the aforesaid outgoings. The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Maintenance charges shall be calculated at the rate of \_\_\_\_\_ Rupees per Square feet on the Carpet area of the said Premises and the Promoters shall collect advance Maintenance for a period of 24 (Twenty Four) months from the date of the receipt of the Occupancy Certificate. 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) / Allottee(s) to the Promoters shall not carry any interest and remain with the Promoters until the Deed of Conveyance of the said building is executed in favour of the said Society or Limited Company that shall be formed. On such Deed of Conveyance 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 or Limited Company. The Purchaser(s) / Allottee(s) undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5<sup>th</sup> 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) / Allottee(s) shall be considered as the default on the part of the Purchaser(s) / Allottee(s) and thereby the Promoters shall be entitled to terminate this Agreement in accordance with the terms and conditions contained herein.

19 (b) The Purchaser/s of the said premises shall alone be liable to pay the additional Property Taxes, if any levied by the NAINA (CIDCO Ltd) / any other Government authority, in respect of the said premises agreed to be purchased by the Purchaser/s. The Purchaser/s shall pay the proportionate amount of the said additional ground rent. The determination by the Promoters or the Society that shall be formed, as the case may be, of the Property Taxes payable by the Purchaser/s of the premises shall be accepted as final and binding upon the Purchaser/s.

19 (c) The Purchaser/s shall be liable to pay to the Promoters their proportionate outgoings, maintenance charges and all other charges / outgoing in respect of the said premises with effect from the date of obtaining the Occupancy Certificate, regardless of the fact that the Purchaser/s is / are not in possession of the said Premises. Under the circumstance, the Purchaser/s hereby agree and undertake to pay to the Promoters in respect of the said premises their proportionate outgoings, maintenance charges as the Promoters may demand from time to time without any delay or objection.

19 (d) The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser(s) / Allottee(s) as advance or deposit, sums received on account of the share capital for the promotion / formation of the Co-operative Society or Association or Company that shall be formed or towards the outgoings, legal charges and shall utilize all such amounts only for the purposes for which they have been received. The Promoters agree to deposit all the aforesaid amounts in separate Bank Account specifically opened to collect the payments towards the advance maintenance and to incur various expenses for all outgoings relating to the said project.

19 (e) In case the transaction being executed by this Agreement between the Promoters and the Purchaser/s is facilitated by a Registered Real Estate Agent, all amounts (including Taxes) agreed as payable remuneration/ fees/charges for services/commission /brokerage to the said Registered Real Estate Agent, shall be paid by the Promoters /Purchaser/s or both as the case may be, in accordance with the agreed terms of the payment.

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

## **20. OTHER CHARGES PAYABLE BY THE PURCHASER/S:**

20 (a) The Purchaser/s shall be liable to bear and pay all taxes and other charges payable in respect of the said building, proportionally from the date of Sanction of Building Plans in respect of the said Property and shall be liable to pay service charges and outgoings from the date the Promoters obtaining Part Occupancy/ Occupation Certificate from NAINA (CIDCO Ltd), whichever is later. The Purchaser/s hereby agree/s that in the event of any amount by way of premium

or security deposit to the NAINA (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.

20 (b) In addition to the agreed consideration, the Purchaser/s shall pay and bear all the following Charges, Deposits and Expenses to the Promoters as and when demanded:

- a) Legal and document charges at the time of execution of this Agreement.
- b) Valuation Report.
- c) Development Charges / Transfer Charges / Infrastructure Development Charges payable to NAINA (CIDCO Ltd).
- d) Proportionate Stamp duty and registration charges for Deed of Conveyance.
- e) Water and Drainage connection deposit and meter charges or any other charges imposed by the NAINA (CIDCO Ltd) or other Government authority.
- f) Electricity connection, meter deposit, MSEDCL/BSES service charges or any other electricity service provider charges, cable charges and transformer.
- g) Co-operative Society/ Condominium of Apartments /Limited Company formation/ registration charges
- h) Stamp duty and registration charges on Premises. If any additional stamp duty is payable over and above the stamp duty on Premises, then the Purchaser/s shall be liable to pay the same.
- i) GST or any other taxes or charges levied by the state or Government authorities.
- j) Any other charges, taxes and expenses levied by the Government authorities.

20 (c) It is understood by the Purchaser/s that whatever payments are made by the Promoters to be further paid by the Purchaser/s in connection with or incidental to this Agreement or any other documents shall be reimbursed by the Purchaser/s to the Promoters on demand.

## **21. FORMATION OF CO-OPERATIVE SOCIETY OR COMPANY OR ASSOCIATION:**

21 (a) The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters shall, as per the provisions under Section 11(4) (e) of Real Estate (Regulation and Development) Act, 2016, form one or more Co-operative Society or Company or Association (hereinafter referred to as the **said Society**) on the said Property. For the purpose of the formation of the said Society, the Promoters shall submit application to the Registrar for registration of the Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other Legal Entity, within a stipulated period by law. The Purchaser/s along with such other persons who shall have taken possession or acquire the Premises shall form themselves into one or more Co-operative Society or Company or Association either for the entire layout or several Societies for Building/s, as the Promoters may deem fit, necessary and proper

(in case, if the Promoters decide to form more than one Co-operative Society for all the Buildings on the said Property, then the Promoters shall also form an Apex / Federation of Co-operative Society). The said Building shall always be known as "**OLIVE BOULEVARD**" and the said Society or any other body corporate or other organization determined by the Promoters on the said Property shall always be known by such name as suggested by the Promoters and approved by the concerned Authorities. The Purchaser/s is/ are aware that the Promoters may form separate Societies/ Condominium of Apartment/ Pvt. Ltd. Co, for such Buildings/ group of Buildings on the said Property as the Promoters may deem fit, necessary and proper. The Purchaser/s shall cooperate with the Promoters in forming, registering and incorporating the said Society/ or Apex / Federation of Co-operative Society and shall sign all necessary papers and documents and provide all other necessary papers and documents and do all other acts and things as the Promoters may require the Purchaser/s to do from time to time in that behalf or safe guarding or better protecting the interest of the said Society and of the Purchaser/s of the Premises in the building. All costs and charges for above shall be borne and paid by the Purchaser/s.

21 (b) The Purchaser/s, along with other Purchasers of Flats in the Building, shall join in forming and registering the Society or Apex / Federation of Co-operative Society or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society / or Apex / Federation of Co-operative Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within 15 days of the same being forwarded by the Promoters to the Purchaser/s, so as to enable the Promoters to register the organization of Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The required papers for formation of Co-operative Society / or Apex / Federation of Co-operative Society shall be kept at suitable place as the Promoters may deem fit, necessary and proper and the Purchaser/s shall attend the said Office and sign the necessary documents and submit the required proofs and other details as required by the NAINA (CIDCO Ltd) / concerned authorities within the stipulated period. Provided that in the absence of local laws, the association of Purchasers /Allottees by whatever name called, shall be formed within a period of three months of the majority of Allottees having booked their Premises in the said Project. Thus the Promoters herein shall submit the application in that behalf to the Registrar for registration of the Co-Operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other legal entity, within three months from the date on which 51% (Fifty-one percent) of the total number of Allottees in such a Building or a Wing, have booked their Premises. Further, the Promoters and the Promoter/ Land Owner shall, within three months of receipt of the Occupancy Certificate, endeavor to initiate the transfer to the Society or Limited Company all the right, title and the interest of the Promoters and Land Owner herein. The Promoters shall, within three months of receipt of Occupancy Certificate 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 Promoters and Promoter/ Land Owner and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

21 (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 or Private Limited Company or Apex / Federation of Co-operative Society Company or Association (hereinafter referred to as the said Society), the Promoters shall enroll the Purchaser/s as the members of the said Society and issue Share Certificate to the said Purchaser/s in the name of the Purchaser/s.

21 (d) The Purchaser/s, at the time of taking possession, agree and bind himself / herself /themselves to pay to the Promoters such amount in advance as the Promoters may demand being the lump sum amount towards the General maintenance charges for the said Premises pending the formation of Co-operative Society or Apex / Federation of Co-operative Society in addition to the proportionate Property tax which shall be payable additionally upon receipt of the Assessment Bills from NAINA (CIDCO Ltd) / concerned authorities. The GST and other taxes applicable shall be paid additionally on the said advance maintenance charges payable to the Promoters. The Promoters have exclusive right to determine the said Maintenance charges payable by the Residential premises users and Commercial Premises users in accordance with the utility used by them. On the receipt of the bill for property tax from the NAINA (CIDCO Ltd), the Purchaser/s shall pay his/her/their proportionate share of property tax for the said Premises immediately on demand either by the Promoters or by the Society as the case may be. Upon the execution of Deed of Conveyance in favour of Society or / Apex / Federation of Co-operative Society or and/or other body corporate/ organization that shall be formed, all such moneys collected towards the advance maintenance charges shall be paid over by the Promoters to the said Society / Apex / Federation of Co-operative Society or and/or other or body corporate/ organization after deducting there from 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 or Apex / Federation of Co-operative Society and after the Promoters have handed over the charge of the said building to the society or Apex / Federation of Co-operative Society, the Purchaser/s shall pay to the said Society or Apex / Federation of Co-operative Society his /her /their proportionate share that may be decided by the said Society as the case may be, all rates taxes ground rent (including additional ground rent levied by the NAINA (CIDCO Ltd)/ other concerned authorities in respect of the premises) dues, duties, impositions, outgoing and burdens now or at any time levied, assessed or imposed upon or in respect of the said Property or the said new building or occupiers thereof by the NAINA (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 outgoing 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, 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

The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, or receipt of Occupancy Certificate of the said structure/building, whichever is later, shall execute a deed of conveyance of the said structure/building in which the said Apartment is situated in favour of the society.

The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, or receipt of Occupancy Certificate of last building/wing of the Project, whichever is later, shall execute a deed of conveyance on the project land on which the building with multiple wings or buildings are constructed in favour of Society or Apex / Federation of Co-operative Society.

21 (e) 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.

21 (f) The Promoters have also informed the Purchaser/s and the Purchaser/s is/ are aware that till such time as the Co-operative Society or Apex / Federation of Co-operative Society /Condominium of Apartments /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 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 Property, Podium, Security Cabin & 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 or Apex / Federation Co-operative Society /Condominium of Apartments / Private Limited Company in respect of the said project and upon the execution of Deed of Conveyance in favour of such of Co-operative Society or Apex / Federation Co-operative Society /Condominium of Apartment /Private Limited Company all the above areas shall be handed over to the Managing Committee of the of Co-operative Society or Apex / Federation Co-operative Society 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.

21(g) The Purchaser/s is / are further aware that ultimately the Promoters herein, in their sole and absolute discretion, shall, as per the provisions of Real Estate (Regulation and Development)

Act, 2016, form one or more Co-operative Society or Company or Association either for the entire layout or several Societies for Building/s, as the Promoters may deem fit, necessary and proper (in case, if the Promoters decide to form more than one Co-operative Society for all the Buildings on the said Property, then the Promoters shall also form an Apex / Federation of Co-operative Society) (hereinafter referred to as the **said Society**) for the said Project /Complex and the Promoters along with the Land Owner herein shall further endeavour to execute Deed of Conveyance in favour of such Co-operative Society / Federation of Co-operative Society that shall be formed for the said Building(s) / Wing(s), within a period of three months from the date of receipt of the Full Occupancy Certificate for the said Complex. The Advocate for the Promoters shall prepare and engross and approve the Deed of Conveyance and all other documents, which are to be or may be executed in pursuance of this Agreement. The Purchaser/s shall bear all costs professional charges and expenses for the same and also all expenses of the stamp duty, registration charges for Deed of Conveyance or any other Deed consent writing and other documents, the costs in connection with the formation of the said Society and /or body corporate or other organization, the costs of the stamping and registering all the agreements, deeds, transfer deeds or any other documents required to be executed including the entire professional costs of the Advocates of the Promoters shall be borne and paid by the said Society or proportionately by all the Purchasers of the Premises in the said building alone.

21 (h) The Promoters hereby agree that they shall, before handing over possession of the said premises to the Purchaser/s and in any event before execution of Deed of Conveyance of the said Property in favour of a Co-operative Housing Society or Apex / Federation of Co-operative Society and / or other body corporate and / or other organization to be formed by the Purchaser/s of Flats in the Building to be constructed on the said Property (hereinafter referred to as "the Society") make full and true disclosure of the nature of their title to the said Property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Property and shall, as far as practicable, ensure that the said Property is free from all encumbrances and that the Promoters have absolute, clear and marketable title to the said Property so as to enable them to assign to the said Society/Limited Company such absolute, clear and marketable title on the execution of a Deed of Conveyance of the said Property by the Promoters along with the Land Owner herein in favour of the said Society/ Federation of Co-operative Society.

## **22. GENERAL COMPLIANCE WITH RESPECT TO THE SAID PREMISES:**

22 (a) The Purchaser(s) / Allottee(s) shall, after taking possession, be solely responsible to maintain the said premises at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said premises, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or General Development Control Rules for the time being of the NAINA (CIDCO Ltd) or any other Government Authority and /or public body or any other local authority. or change or alter or make additions to the said premises and keep the said premises,

its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser(s) / Allottee(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) / Allottee(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) / Allottee(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) / Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the said premises. The Purchaser(s) / Allottee(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) / Allottee(s) and/or maintenance agency appointed by Association of Purchaser(s) / Allottee(s) shall manage and upkeep the same. The Purchaser(s) / Allottee(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/ Utility Area in the front without previous consent of the NAINA (CIDCO Ltd) / Concerned Authority or the Promoters or the said Society, 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.

**22 (b) DEFECT LIABILITY:**

(i) If within a period of five years from the date of handing over the said premises to the Purchaser/s as provided under RERA Act, the Purchaser/s brings to the notice of the Promoters any structural defect in the said premises or the Building in which the said premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters t, then the Purchaser/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the RERA Act.

The Promoter hereby state that such defect shall be rectify by the Promoter through the original Agency who had carried out the said work/construction originally without charging any cost/charges to the Purchaser/s and in case it is not possible to rectify such defects

(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.

(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.

(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 Promoters shall not be responsible for any defects occurring due to the same.

(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.

(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.

22 (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) / Allottee(s) agree/s to permit the Promoters / Association of Purchaser(s) / Allottee(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.

22 (d) The Purchaser(s) / Allottee(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) / Allottee(s) (or the maintenance agency appointed by it) and performance by the Purchaser(s) / Allottee(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) / Allottee(s) from time to time.

22 (e) The service areas, if any, as located within the said Project "**OLIVE BOULEVARD**" shall be earmarked for purposes including but not limited for Storage facilities for their respective Purchasers, refuse areas, electric sub-station, transformer, DG set rooms, underground water tanks, Overhead Tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser(s) / Allottee(s) shall not be permitted to use such services areas in any manner whatsoever, other than those earmarked as storage areas and parking spaces, and the same shall be reserved for use by the Association of Purchaser(s)/ Allottee(s) formed by the Purchaser(s)/ Allottee(s) for rendering maintenance services.

22 (f) The Purchaser/s and the person to whom the said premises shall have been let, sublet, transferred, assign 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 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.

22 (g) It is expressly agreed and confirmed by and between the parties hereto that the Balcony/ Utility Area which is fused 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 a fused Balcony/ Utility Area with exclusive rights of the Purchaser/s herein to use the said Balcony/ Utility Area.

22 (h) 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, as per actual

for premises lying vacant & unsold premises in the said Building. However, the Promoters shall not 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 or any other charges.

22 (i) The Promoters shall not be liable to pay any maintenance or common expenses in respect of the unsold Premises in the said Building. The Promoters shall however, bear and pay the Municipal taxes and dues of the Corporation for the same.

22 (j) The Promoters shall not be bound to carry out any extra work in the said premises agreed to be sold by the Promoters to the Purchaser/s under this Agreement.

23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Property and Building or any part thereof. The Purchaser/s shall has / have no claims save and except in respect of the said premises hereby agreed to be acquired by the Purchaser/s. All open spaces, floor spaces index, parking spaces, lobbies, staircases, Common terrace, recreation spaces, etc. will remain to be the Property of the Promoters until the whole plot together with the structures standing thereon is/are transferred to the said Society, but subject to the rights of the Promoters contained herein.

**24. RESTRICTIONS ON TRANSFER:**

24 (a) The Purchaser/s of the said premises will not transfer or assign interest or benefit of this Agreement, until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up and even after such payment, only if the Purchaser/s has/ have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/ have obtained the Promoter's consent in writing to the same.

24 (b) So long as all or any of his /her /their dues herein stated remains unpaid and so long as the said Society shall not be registered, the Purchaser/s shall not, without the prior consent in writing of the Promoters, let, sublet, transfer, assign any rights created under this Agreement or part with the possession of the said premises or any part thereof.

**25. FOREIGN/ NON RESIDENT INDIAN PURCHASER/S:**

25 (a) The Purchaser(s) / Allottee(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) / Allottee(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.

25 (b) The Purchaser(s) / Allottee(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) / Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser(s) / Allottee(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) / Allottee(s) only.

## 26. REPRESENTATIONS OF THE PROMOTERS/LAND OWNERS:

The Promoters hereby represent and warrant to the Purchaser(s) / Allottee(s) that save as specifically mentioned herein:

(i) The Land Owner herein has absolute, clear and marketable title in respect of the said Property and the Promoters have the rights to carry out development upon the said Property and have the actual, physical and legal possession of the said Property for the Project.

(ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.

(iii) Save and except the rights of \_\_\_\_\_ under the said Mortgage Deed dated \_\_\_\_\_, there are no encumbrances upon the said Property or the Project;

(iv) There are no litigations pending before any Court of law with respect to the said Property, Project or the said Premises.

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Property and said Premises are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, said Property and the said Premises and common areas.

(vi) The Promoters/ Land Owner have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser(s) / Allottee(s) created herein, may prejudicially be affected.

(vii) Save and except as aforesaid, the Promoters/Land Owner have 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 Property, including the Project and the said Premises which will, in any manner, affect the rights of Purchaser(s) / Allottee(s) under this Agreement.

(viii) The Promoters/Land Owner are not restricted in any manner whatsoever from selling the said premises to the Purchaser(s) / Allottee(s) in the manner contemplated in this Agreement.

(ix) The said Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Property.

(x) The Promoters / Land Owner have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received by or served upon the Promoters// Land Owner in respect of the said Property and/or the Project.

27. The Promoters have informed the Purchaser/s about its intention to sell the parapet walls of Common 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 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 MSEB. The Promoters / their sister concern will not contribute any other outgoings to the Society.

28. This Agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016 or any amendment or re-enactment thereof for the time being in force or any other provisions of law applicable thereto.

**29. NOTICES AND CORRESPONDENCE:**

29 (a) All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by prepaid post under Certificate of Posting at his/her/their address specified below:

Address:

Contact No.

Email id.

29 (b) In case if the Purchaser/s changes his/ her/ their address specified or Email id herein then and in that event, the Purchaser/s shall intimate by Registered AD Letter, the new address or

Email address and shall cause the Promoters to rectify their records by recording the new addresses and Email address. In case, if the Purchaser/s fail/s to provide the Promoters his/ her/ their new address and Email address, then the Promoters shall not be liable or responsible for the non receipt of any letter or communication from the Government authorities and the Purchaser/s alone shall be responsible for all legal consequences arising there from.

29 (c) All the communications done via email to the email addresses specified hereinabove shall be a valid service on the Purchaser/s herein. The Promoters shall send payment demands, possession notices and all other communications electronically. The Purchaser/s shall ensure the Email address provided herein remains active and shall promptly inform the Promoters of any change. The Promoters shall not be liable or responsible for the non receipt of any email sent by the Promoters to the Purchaser/s herein either due to any technical fault or the email being sent in bulk/spam emails.

30. The Purchaser/s and the Promoters shall, immediately after the execution of this Agreement as well as Deed of Conveyance / vesting documents in favour of said Society lodge the same for registration with the concerned Sub-Registrar of Assurances within the time limit prescribed by the Registration Act and the Purchaser/s shall within two days after lodging the same intimate the Promoters of having done so with the date and serial number which the same has been so lodged for registration of the Agreement. All out of pocket costs, charges and expenses including the Stamp duty and registration charges of and incidental to this Agreement as well as Deed of Conveyance / vesting documents in favour of said Society shall be borne and paid by the Purchaser/s alone and the Promoters will attend such office and admit execution thereof.

**31. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER(S) / ALLOTTEE(S):**  
The Purchaser(s) / Allottee(s) is / are entering into this Agreement for the allotment of a said premises with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser(s) / Allottee(s) hereby undertakes that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said premises, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said premises/ at his/ her / their own cost.

**32. ENTIRE AGREEMENT:**

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

**33. RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the parties by executing such further Supplementary Agreement / deeds / documents / writings mutually decided by the parties hereto.

**34. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER(S) / ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(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) / Allottee(s) of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.

**35. WAIVER NOT A LIMITATION TO ENFORCE:**

(a) The Promoters may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser(s) / Allottee(s) in not making payments as per the Payment Schedule including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser(s) / Allottee(s) that exercise of discretion by the Promoters in the case of one Purchaser(s) / Allottee(s) shall not be construed to be a precedent and /or binding on the Promoters to exercise such discretion in the case of other Purchaser(s) / Allottee(s).

(b) Any delay, indulgence and negligence on the part of the Promoters in enforcing the terms and conditions of these presents or any forbearance or the grant of time to the Purchasers shall not be construed as a waiver on the part of the Promoters of the breach of any of the terms and conditions of these presents nor shall waiver in any way of prejudice the rights of the Promoters .

**36. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Real Estate (Regulation And Development) Act, 2016 or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Real Estate (Regulation And Development) Act, 2016 or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**37. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Purchaser(s) / Allottee(s) has to make any payment, in common with other Purchaser(s) / Allottee (s) in Project, the same shall be the proportion which the carpet area of the said premises bears to the total carpet area of all the Premises/ plots in the Project.

**38. BINDING EFFECT:**

Forwarding this Agreement to the Purchaser(s) / Allottee(s) by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser(s) / Allottee(s) until, firstly, the Purchaser(s) / Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule within 15 (Fifteen) days from the date of receipt by the Purchaser(s) / Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Purchaser(s) / Allottee(s) fails to execute and deliver to the Promoters this Agreement within 15 (Fifteen) days from the date of its receipt by the Purchaser(s) / Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser(s) / Allottee(s) for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Purchaser(s) / Allottee(s), application of the Purchaser(s) / Allottee(s) shall be treated as cancelled. Any claim by the Purchaser/s herein against the Promoters under this Agreement shall be raised within 30 days of the cause of action arising, failing which such claim shall be deemed waived. All the claims must be in writing addressed to the Promoter's registered office.

**39. 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.

**40. JOINT ALLOTTEES:**

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

**41. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoters himself / themselves or through his/ their/its authorized signatory at the Promoter's Office or at some other place, which may be mutually agreed between the Promoters and the Purchaser(s) / Allottee(s). After the Agreement is duly executed by the Purchaser(s) / Allottee(s) and the Promoters the said Agreement shall be registered at the office of the appropriate Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Panvel.

**42. DISPUTE RESOLUTION:**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the \_\_\_\_\_ authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations thereunder.

**43. GOVERNING LAW:**

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 and the Competent Authority appointed under the Real Estate (Regulation and Development) Act, 2016 will have the jurisdiction for this Agreement.

**IN WITNESS WHEREOF, THE PARTIES HERETO HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.**

**THE SCHEDULE ABOVE REFERRED TO:**

(Description of the said Property)

ALL THAT piece or parcel of Plot no. 20 and Plot no. 40A, aggregately admeasuring 22,740 Square meters, situate at Village Akurli, Taluka Panvel, District Raigad and bounded as follows that is to say:

On or towards the East by - Plot 19, 44 and 15 Meters Wide Road  
 On or towards the West by - 18 Meters Wide Road  
 On or towards the South by - 15 Meters Wide Road  
 On or towards the North by - 20 Meters Wide Road

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**The nature, extent and description of common areas and facilities.**

**A) Description of the common areas provided:**

S/R No.	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
i.	Indoor Gym			
ii.	Multipurpose Banquet Hall			
iii.	Watchmans Cabin			
iv.	Miyawaki Garden			
v.	Lobby			

vi.	Drivers Room			
vii.	Parking			
viii.	Swimming Pool			
ix.	Kids Pool			
x.	Kids Water Play			
xi.	Deck Floor			
xii.	Jogging Track			
xiii.	Cycling Track			
xiv.	Pathway			
xv.	Amphitheatre			
xvi.	Water Sheet Fountain			
xvii.	Function Lawn			
xviii.	Sky- Chess			
xix.	Kids Play Zone Senior Citizens Pavilion			
xx.	Snakes & Ladder Outdoor Board			
xxi.	Sand Pit			
xxii.	Pet's Park			
xxiii.	Kid's Painting Area			
xxiv.	Open Air Gym			
xxv.	Cricket Net			
xxvi.	Half D Play Court			
xxvii.	Yoga & Meditation Lawn			
xxviii.	Toddlers Play Area			
xxix.	Badminton Play Area			
xxx.	Reflexology			
xxxi.	Sauna and massage room			

xxii.	Society Office			
xxiii.	Creche			
xxiv.	Reading Room and Work area			
xxv.	Kids Indoor Games			

**B) Facilities/ amenities provided/to be provided within the Building/Layout including in the common area of the Building/Wing:**

S/R No.	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
i.	Lobby	Phase 1				

**C) Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:**

Sr. no.	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities/ amenities	FST Utilized or free FSI
xxv.	Indoor Gym					
xvi.	Multipurpose Banquet Hall					
xvii.	Drivers Room					
xviii.	Parking					
xix.	Swimming Pool					
xx.	Kids Pool					
xxi.	Kids Water Play					
xxii.	Deck Floor					
xxiii.	Jogging Track					
xxiv.	Cycling Track					

xliv.	Pathway					
klvi.	Amphitheatre					
lvii.	Water Sheet Fountain					
viii.	Function Lawn					
klx.	Sky- Chess					
I.	Kids Play Zone					
li.	Senior Citizens Pavilion					
lii.	Snakes & Ladder Outdoor Board					
liii.	Sand Pit					
liv.	Pet's Park					
Iv.	Kid's Painting Area					
Ivi.	Open Air Gym					
Ivii.	Cricket Net					
viii.	Half D Play Court					
lix.	Yoga & Meditation Lawn					
Ix.	Toddlers Play Area					
Ixi.	Badminton Play Area					
Ixii.	Reflexology					
xiii.	Miyawaki Garden					
xiv.	Society Office					
Ixv.	Creche					
xvi.	Reading Room and Work area					
xvii.	Kids Indoor Games					
viii.	Watchmans Cabin					
xix.	Sauna and massage room					
Ixx.						

	Indoor Gym					
xxi.	Multipurpose Banquet Hall					
xxii.	Drivers Room					
xxiii.	Parking					
xiv.	Swimming Pool					
xxv.	Kids Pool					
xvi.	Kids Water Play					
xvii.	Deck Floor					
viii.	Jogging Track					
xix.	Cycling Track					
xxx.	Pathway					
xxi.	Amphitheatre					
xxii.	Water Sheet Fountain					
xxiii.	Function Lawn					
xiv.	Sky- Chess					
xxv.	Kids Play Zone					

**D) The size and the location of the facilities / amenities in form of open spaces (RG / PG etc.) provided / to be provided within the said Plot and / or within the layout:**

S/R No.	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i.	NA				

**E) Details and specifications of the lifts:**

S/R No.	Type Lift (passenger/ service /stretcher/goods/fire evacuation/ any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (Mtrs/sec)
<u>i.</u>	Passenger Lift	3		

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

(Description of the said Premises)

Flat/Shop No. \_\_\_\_\_ on the \_\_\_\_\_ Floor, in Wing \_\_\_\_\_, admeasuring \_\_\_\_\_ Square meters (Carpet area) together with the Balcony/Utility Area admeasuring \_\_\_\_\_ Square meters fused to the said Flat/Shop in Wing \_\_\_\_\_ in the Residential cum Commercial Complex Known as “**OLIVE BOULEVARD**” to be constructed on Plot no. 20 and Plot no. 40A, aggregately admeasuring 22,740 Square meters, situate at Village Akurli, Taluka Panvel, District Raigad and which is more particularly described in the First Schedule mentioned hereinabove.

SIGNED, SEALED AND DELIVERED BY )  
 WITHIN NAMED PROMOTERS )  
**OLIVE INFRA & LIFESTYLE LLP** )  
 THROUGH ITS DESIGNATED PARTNER/S )

Mr. \_\_\_\_\_ )

IN THE PRESENCE OF

SIGNED, SEALED AND DELIVERED )  
 BY THE WITHIN NAMED PROMOTER/ LAND OWNER )  
**M/S. VISHESH ARRANGEMENT PRIVATE LIMITED** )  
 Though its Constituted Attorney/s appointed )  
 under Irrevocable Power of Attorney dated 29-12-2025 )

MR. \_\_\_\_\_ )

IN THE PRESENCE OF

SIGNED, SEALED AND DELIVERED )



BY THE WITHIN NAMED "PURCHASER/S" )  
 MR./MRS./ M/S. \_\_\_\_\_ )

\_\_\_\_\_ )

IN THE PRESENCE OF..... )

\_\_\_\_\_ )

IN THE PRESENCE OF

### RECEIPT

RECEIVED OF AND FROM THE WITHIN NAMED PURCHASER/S  
 \_\_\_\_\_, A SUM OF RS. \_\_\_\_\_ /- (RUPEES  
 \_\_\_\_\_ ONLY) PAID BY HIM/HER/THEM TO US AS  
 EARNEST MONEY DEPOSIT TOWARDS THE WITHIN MENTIONED TOTAL  
 CONSIDERATION TO HAVE BEEN PAID BY THEM TO US (CHEQUE SUBJECT TO  
 REALISATION).

### DETAILS OF PAYMENT

DATE	CHEQUE NO.	AMOUNT	BANK NAME	BRANCH
<b>TOTAL</b>				

WE SAY RECEIVED  
**FOR OLIVE INFRA & LIFESTYLE LLP**

\_\_\_\_\_  
 (DESIGNATED PARTNER/S)

**Annexure – H**  
(Payment Schedule)

<b>Final Payment Plan</b>		
<b>Sr No</b>	<b>Construction Milestone</b>	<b>%</b>
1	Booking Amount	9.9
2	On execution to Agreement to Sale	20
3	On completion of plinth work	10.10
4	On completion of 1st Slab	4
5	On completion of 3rd Slab	4
6	On completion of 5th Slab	4
7	On completion of 7th Slab	4
8	On completion of 9th Slab	4
9	On completion of 11th Slab	4

10	On completion of 13th Slab	4
11	On completion of 15th Slab	4
12	On completion of Terrace Slab	5
13	On completion of brick work, internal plaster	5
14	On completion of external plaster, & terrace water proofing	4
15	On completion of flooring, sanitary fittings, windows, doors etc	4
16	On completion of External Plumbing, External Painting	4
17	On completion of lift installation , water pump, external painting, electrical fittings ,internal painting work	4
18	On receipt of occupation certificate & intimation of possession	2
	<b>Total</b>	<b>100</b>

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