

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Mumbai on this ____ day of _____, 20____,

BETWEEN:

M/S ALAG OLIVE LLP, a registered limited liability partnership firm, having its registered office at Shop No.2, Prabhu Krupa Building, Plot No. 28, Tilak Road, Ghatkopar (East), Mumbai- 400077, hereinafter called **“DEVELOPER”** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors-in-title and assigns) of the ONE PART

AND

MR./MRS./Messrs. _____, having PAN: _____ adults Indian inhabitants residing at _____, hereinafter referred

to as **“THE PURCHASER/S”** (which expression shall unless repugnant to the context or meaning thereof be deemed to include in the case of an individual/s his/her/their respective heirs, executors, administrators and permitted assigns and in the case of a partnership firm the partners or partner for the time being constituting of the said the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their/his/her permitted assigns and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcener/s and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in the case of a body corporate, its successors in title and permitted assigns) of the OTHER PART:

WHEREAS:

- A. A Society namely Pant Nagar Prabhatkiran Co-Operative Housing Society Ltd., ('the Society') is absolutely seized and possessed of or otherwise well and sufficiently entitled to the leasehold rights in all that piece and parcel of Plot of Land admeasuring about 828.81. Mtrs. bearing Survey No. 236A, CTS No. 184 of Village – Ghatkopar, Taluka –Ghatkopar, District – Mumbai Suburban together with the building structure standing thereon being Building No. 97 consisting of Ground + 3 floors comprising of 32 flats situated at Pant Nagar, Ghatkopar (East), Mumbai – 400 075, (hereinafter the said land and the said Building shall be collectively referred to as **“the said Property”** and more particularly described in the **Schedule** hereunder written). The Society and its members decided to redevelop the said Property by demolishing the said old building and constructing a new building by engaging the services of a suitable developer.
- B. At a Special General Body Meeting of the Society convened on 13th December, 2020, a majority of the members of the Society had resolved to redevelop the said Property by FSI of 3 Plus Layout Prorata Plus Fungible FSI Plus MHADA VP Discretionary Quota and any other FSI by whatsoever name called and allotted by the Competent Authority as per prevailing Development Control Rules, DCPR, 2034 and MCGM/ MHADA Policy after demolishing the said old building and constructing a new building by engaging the services of a suitable developer.
- C. After scrutinizing various bids at its Special General Body Meeting of the Society dated 24th January, 2021 the Managing Committee placed before the General Body the proposal received from M/S ALAG OLIVE LLP OLIVE LLP i.e. the Developer herein for consideration of the General Body. Pursuant thereto, the said offer letter dated 8th January 2021 was discussed between the Society and the Developer. At the Special General Body Meeting held on 24th January, 2021, the Managing Committee placed before the General Body the said Final

Offer Letter received from the Developer and by majority they selected M/S ALAG OLIVE LLP i.e. the Developer herein to redevelop the said Property.

- D. By Development Agreement dated 11th June, 2021 registered with the Sub-Registrar of Assurances at Kurla No. 3 under Serial No. KRL-3/ 9439 of 2021 executed between the Society (therein referred to as 'the Society') of the First Part, the Members (therein collectively referred to as 'the Members') of the Second Part and the Developer herein (therein referred to as 'the Developers') of the Third Part granted to the Developer rights to redevelop the said Property upon the terms and conditions contained therein (hereinafter referred to as the "said Development Agreement").
- E. The Developer is well and sufficiently entitled to redevelop the said Property by demolishing the said Old Building and constructing a new building on the said Property in accordance with the plans, designs, specification approved by the concerned local authority and which has been seen and approved by the Purchaser/s with only such variations and modifications as the Developer may consider necessary or as may be required by the concerned local authority, the Government to be made in them or any of them and the Purchaser/s herein give their irrevocable consent to the Developer to carry out such variations or modifications.
- F. The Developer has entered into a standard agreement with _____ (hereinafter referred to as "the Architect") registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects and the Developer accept the professional supervision till the completion of the New building;
- G. The Developer has the right to sell the flats in the new building to be constructed by the Developer on the said Property and to enter into this Agreement with the Purchaser/s of the flats to receive the sale consideration in respect thereof. The title and the right of the Developer to redevelop the said Property and sell the flats in the New Building to be constructed by the Developer on the said Property is

certified by Ms. Jinita Shah as per her Title Certificate dated _____, a copy whereof is annexed hereto and marked **Annexure: 'A'**.

- H. The said Property card does not bear the name of the Society, as of today. Annexed hereto and marked **Annexure: 'B'** is the copy of Property Card.
- I. The Developer has drafted construction plans of the New Building by utilizing FSI (Floor Space Index), present and future, as may be available under the DCPR and/or any other rules/regulations/laws applicable to the said Property and as may be authorized by the Society. Intimation of Disapproval No. MH/EE/BP Cell/GM/MHADA—912/ (“IOD”) dated 13/10/2021 has been granted by the Maharashtra Housing And Area Development Authority (herein after referred to as “MHADA”) for commencing construction on the said Property. Copy of the IOD is annexed hereto as **Annexure 'C'**. The copy of Authenticated copies of the plans of the Layout as proposed by the Developer and according to which the construction of the building and open spaces are proposed to be provided for on the said project approved Block Plan, Location/Layout Plan and Plan showing Open Spaces is annexed hereto and marked as **Annexure 'C-1'**. The copy of the Commencement Certificate bearing No. MH/EE/BP Cell/GM/MHADA-_____dated _____issued by the MHADA pursuant to the IOD is annexed at **Annexure 'C-2'**. The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any which may have been imposed by the MHADA or any concerned local authority at the time of sanctioning of the said plans or thereafter and shall before handing over possession of the residential premises to the purchasers, obtain from MHADA or any concerned local authority occupation/completion certificate in respect of the new building.
- J. The Developer has commenced the construction of the building to be known as “Alag Olive ” proposed to be comprising of _____ (_____)—habitable floors (hereinafter referred to as “the New Building”) and has registered the New Building with the Real Estate

Regulatory Authority ("Authority"), under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules"). The Authority has duly issued the Certificate of Registration bearing No. _____ dated _____ (hereinafter referred to as "the RERA Certificate") for the Project and a copy of the RERA Certificate is annexed and marked as **Annexure "D"** hereto. The Purchaser has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the same to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Purchaser has agreed and consented to the development of the New Building. The Purchaser has also examined all documents and information uploaded by the Developer on the website of the Authority as required by RERA and the RERA Rules and has understood the documents including Development Agreement and information in all respects.

- K. The Purchaser/s has/have perused the approved building plans and the floor plan, designs and specifications prepared by the Developer's Architect, the nature and quality of construction and fittings, fixtures, facilities and amenities provided/to be provided thereto. The Purchaser/s have demanded from the Developer and the Developer has given inspection to the Purchaser/s of all the documents of title relating to the said Property and such other documents as are specified under the RERA Act and the rules made there under. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/itself/themselves about the title of the Developer to the said Property and no requisition or objection shall be raised upon the Developer in any matter relating thereto.
- L. The Purchaser(s) has/have carefully read and understood the contents and meanings of each of the clauses of this Agreement, along with all the aforesaid and hereunder relevant information

WITHOUT PREJUDICE

furnished by the Developer and the Purchaser(s) has/have also taken independent legal advice and only thereafter he/she/they has/have agreed to enter into this agreement;

- M.** The Developer has agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase and acquire from the Developer, a Flat bearing No. _____ comprising of _____ (_____) Bedrooms, Hall and Kitchen on _____ (_____) Floor containing by admeasuring _____ Sq. Mt. equivalent to _____ Sq. Ft. (RERA carpet area) (hereinafter referred to as "the said Flat") in the New Building developed on the said Property at or for the price of Rs. _____/- (Rupees _____ Only) and upon the terms and conditions mentioned in this Agreement ("Total Consideration"). Prior to the execution of these presents, the Purchaser/s has/have paid to the Developer a sum of Rs. _____/- (Rupees _____ Only), being part payment of the Total Consideration of the said Flat agreed to be sold by the Developer to the Purchaser/s as advance payment (the payment and receipt whereof the Developer hereby admits and acknowledges).
- N.** Under Section 13 of RERA the Developer are required to execute a Written Agreement for sale of the said Flat to the Purchaser/s being in fact these presents and also to register the said Agreement under the Registration Act, 1908.
- O.** In accordance with and subject to the terms and conditions set out in this Agreement, the Developer hereby agrees to sell and the Purchaser/s hereby agrees to purchase and acquire, the Flat and the right to use the Common Areas and Limited Common Areas and parking space.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. SCOPE AND OPERATION OF THE RECITALS:

The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.

2. SALE:

2.1 The Developer hereby agrees to sell to the Purchaser/s and the Purchaser/s hereby agree/s to purchase from the Developer the said Flat bearing No. _____ comprising of _____ (_____) Bedrooms, Hall and Kitchen on _____ (_____) Floor containing by admeasuring _____ Sq. Mt. equivalent to _____ Sq. Ft. (RERA carpet area) along-with Car Parking Facility for _____ (_____) Car/s and "carpet area" means the net usable floor area of a Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser/s but includes the area covered by the internal partition walls of the Flat, shown hatched on the Typical Floor Plan thereof annexed hereto and marked as **Annexure 'E'** at and for a Consideration of Rs. _____/- (Rupees _____ Only) (hereinafter referred to as the Consideration") which amount is exclusive of applicable TDS ("Tax Deducted at Source"). It is hereby clarified that the said Car Parking Space shall be attached to the said Flat and will not have any independent identity.

2.2 The Purchaser/s hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser/s covered parking spaces bearing No. _____ situated at _____ stilt or _____ podium being constructed on the said Property for the consideration of Rs. _____/-. The said Flat, and the Car Parking Space are more particularly described in the Second Schedule hereunder written and are collectively referred to as the "said Premises". The Purchaser hereby agrees that the said Car Parking Space shall be attached to the said Flat and not independently.

2.3 The total aggregate consideration amount for the Flat including covered parking space is thus Rs. _____/-.

2.2 The Purchaser/s has/have paid before execution of this Agreement, a sum of Rs. _____/- (Rupees _____ only) (which does not exceed 10% of the Total Consideration as earnest money) as advance payment on or before the execution of this Agreement (the payment and receipt whereof the Developer hereby admits and acknowledges) and hereby agrees to pay to that Developer the balance amount of Total Consideration of Rs. _____/- (Rupees _____) as per the "Payment Plan" annexed hereto and marked as **Annexure 'F'**.

2.3 All taxes, levies, duties, cesses, charges (whether applicable/payable now or become applicable/payable in future) including but not limited to service tax and/or value added tax (VAT) and/or TDS and/or goods and services tax (GST) and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, land under construction tax, local body tax, External Development Charges (EDC), Infrastructure Development Charges (IDC), Development charges, Development Cess, Labour Cess and/or all other direct/indirect taxes/duties, impositions applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies ("Statutory Charges") in respect of the said Flat and/or the transaction contemplated herein and/or in respect of the sale consideration and/or the other amounts payable. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Developer shall be binding on us. The Purchaser/s is/are solely responsible for deduction, remittance and providing appropriate credit to the Developer, of the applicable TDS (Tax Deducted at Source), if any, in respect of this presents and/or the Total Consideration. The Purchaser/s hereby indemnifies/indemnify and keep/s indemnified the Developer against all claims, costs, charges and expenses that may be made against or occasioned to or suffered by the Developer for non-deduction and/or non-remittance of the applicable TDS (if any), by the Purchaser/s in respect of this presents and/or the Total Consideration.

2.4 The Purchaser/s shall make all payments towards the Total Consideration in favor of M/S ALAG OLIVE LLP Escrow Account No. _____. The amounts deposited by the Purchaser/s towards the Total Consideration in the said

Account will be dealt by the Developer in the accordance with RERA read with the RERA Rules.

- 2.5** The Total Consideration is escalation-free, save and except escalations/increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation/demand, published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.
- 2.6** The Purchaser/s acknowledge/s that the calculation of RERA carpet area in respect of the said Flat may undergo minor variation at the time of completion of construction of the said Flat. The Developer agrees that the variation in the RERA carpet area while handing over the said Flat to the Purchaser/s shall not be more than +/- 3% (three percent) of the carpet area of the said Flat agreed under this Agreement. The Purchaser/s hereby agree/s that any such change/revision in the RERA carpet area of the said Flat up to +/- 3% (three percent) is acceptable and binding upon him/her/it/them and they shall not object to such variation at any time.
- 2.7** The Developer shall confirm the final RERA carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the Occupation Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the RERA carpet area, subject to a variation cap of 3% (three percent). The Total Consideration payable for the RERA carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the RERA carpet area within the defined limit then the Developer shall refund the excess money paid by Purchaser/s within 45 (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 RERA carpet area allotted to Purchaser/s, the Developer shall demand

additional amount towards the said Total Consideration from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement. The Developer shall execute in favor of the Purchaser/s any such appropriate agreement to record the aforesaid increase/decrease in the RERA carpet area of the said Flat, the stamp duty, registration charges and/ or any payment of any nature whatsoever including tax shall be borne and paid by the Purchaser/s.

2.8 The aforesaid Total consideration to be paid by the Purchaser/s is inclusive of the proportionate price of the Common Areas appurtenant to the said Flat. The percentage of the undivided interest of the Purchaser/s in the Common Areas limited or otherwise pertaining to the said Flat shall be in proportion of the area of the said Flat agreed to be sold hereunder to the total area of the said Property/the New Building.

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

2.10 The Developer shall construct the New Building in accordance with the plans, designs and specifications as referred hereinabove and as approved by the concerned authority and as may be modified from time to time; Provided however that the Developer shall obtain prior consent in writing of the Purchaser/s in respect of any variations or modifications which may adversely directly affect the said Premises of the Purchaser/s, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Purchaser/s.

2.11 The Purchaser/s shall be entitled to use the Common Areas and amenities to be provided by the Developer together with other purchasers of flats in the New Building, but Purchaser/s shall not be entitled to claim any right therein.

2.12 Time is of essence for the Developer as well as the Purchaser/s. The Developer shall abide by the time schedule for completing and handing over the said Premises to the Purchaser/s after receiving the Occupation Certificate in respect thereof and the Common Areas. The Purchaser/s shall make timely payments of all installments of the Total Consideration and other dues payable by him/her/it/them.

2.13 The Purchaser/s shall be entitled to the said Premises only upon the Purchaser/s making full payment of all the amounts due and payable by him/she/it/them to the Developer. The Purchaser/s shall have no claim to the remaining portion of the said Property or constructions thereon.

3. CAR PARKING SPACE:

3.1 The Car Parking Space has been reserved by the Developer for the Purchaser/s on the following terms and conditions:

- a.** The rules governing the use of such car parking space shall be framed and administered by the Society of the New Building. The car parking number shall be identified and intimated to the Purchaser/s at the time of handing over of possession of the said Flat.
- b.** Un-allotted Car Parking Spaces in the said New Building, if any, shall continue to remain the property of the Developer. It shall be upon the Developer's discretion till such time to allot/use these un-allotted spaces or continue to remain with the Developer.

4. FSI OF THE NEW BUILDING AND THE DEVELOPER'S ENTITLEMENTS IN RESPECT THEREOF:

4.1 In this Agreement, the word Floor Space Index (F.S.I.) or Floor Area Ratio (F.A.R) shall have the same meaning as understood by the MHADA under its relevant building regulations or byelaws. The Developer shall be entitled to float the F.S.I.

of the project land for carrying out any permissible construction in the said project. Total FSI of _____ Square Meters (built-up) has been sanctioned for consumption in the construction and development of the New Building.

4.2 The Developer hereby declares that no part of the presently approved FSI (Floor Space Index) has been utilised by the Developer elsewhere for any purpose whatsoever. In case while developing the said Property, the Developer has utilised any FSI (Floor Space Index) of any other land or property by way of floating FSI (Floor Space Index)/TDR (Transferable Development Rights), then the particulars of such FSI (Floor Space Index) shall be disclosed by the Developer to the Purchaser/s. The residual FSI (Floor Space Index) in the said Property or the layout not consumed will be subject to the terms stated in said Development Agreement.

4.3 The Purchaser/s hereby gives his/her/its/their irrevocable consent and/or No Objection to the Developer to make additions, alterations, raise floors or put additional structure as may be permitted by the MHADA/Local Authority and other competent authorities, without affecting the rights of the Purchaser/s to the said Premises. It is agreed that the Developer shall be entitled, without affecting the rights of the Purchaser/s to the said Premises, to revise the construction plans of the New Building and to utilize the FSI (present or future), as the Developer may desire and the Purchaser/s hereby irrevocably consents to the right of the Developer to revise and modify the construction plans of the New Building from time to time till the date of receipt of the Occupation Certificate.

4.4 The Developer shall have a right to make additions, alterations, raise floors or put additional structure as may be permitted by the MHADA/ Local Authority and other competent authorities. Such additions, alterations, structures and floors will be the sole property of the Developer who will be entitled to dispose of the same in any way they choose and the Purchaser/s hereby expressly consent/s to the same.

4.5 The Purchaser/s hereby agrees, accepts and confirms that the Developer proposes to develop the New Building (including by utilization of the full development potential) in the manner more particularly detailed hereinabove and as depicted in the layout plan at Annexure "C-1" hereto and Purchaser/s has

agreed to purchase the said Premises based on the unfettered and vested rights of the Developer in this regard.

4.6 The Developer shall be entitled to use the present unutilized and/or additional built-up area F.S.I., T.D.R. or F.S.I. obtained in any form/by any means including F.S.I. against handover of amenity space and R.P. road/ D. P. road, internal road etc. on the said Property/ New Building as and when the same is permitted either by way of construction of new building or adding floor/s or extension of the said building which are presently permitted. The Purchaser/s has/have hereby given his/her/its/their irrevocable consent thereof and the Developer shall be entitled to revise the layout/building plans, get them sanctioned from the competent authority construct the additional buildings/floors/units permitted by the competent authority and to allot/sell them to intending persons. The Purchaser/s shall have no objection for the said new purchaser/s to be admitted as member/s of Society. Notwithstanding anything contained in this Agreement to the contrary the Developer shall be entitled to utilize any balance and/or additional FSI and/or TDR or F.S.I. obtained in any form as stated in above paragraphs on any open space/areas and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the structure of building.

4.7 In the event of grant of additional FSI/FAR by the competent authority as a result of including but not limited to addition of extra land to the said Property, increase in FSI /FAR , purchase of paid FSI/FAR by the Developer, purchase of TDR, additional FSI as compensation, in such an event the Developer shall be absolutely entitled to utilize such additional FSI/FAR on the said Property or part thereof either by way of construction of new building or extension of any of the building/s/ on the said Property as may be permitted by the Society. The Purchaser/s has/have hereby given his/her/its/their irrevocable consent for the same and shall not object to the utilization of the additional FSI/FAR by way of construction of new building or extension of any of the existing building and when such FSI is granted, the Developer shall be entitled to use the same on the said Property either by way of construction of new building or extension of the building or adding floor/s on the existing building as per the discretion of the Developer. The Purchaser/s has hereby given his/her/its/their irrevocable consent and the Developer shall be entitled to revise the plans, get the same sanctioned from the

local/Competent authority and construct the additional flats permitted by local/competent authority and to allot/sell them to the intending purchaser/s thereof. The Purchaser/s shall have no objection for the said new Purchaser/s to be admitted as members of the said Society.

5. PROCEDURE OF HANDING OVER POSSESSION OF THE SAID FLAT

The Purchaser/s shall take possession of the said Premises within 15 (fifteen) days (hereinafter referred to as "the Possession Notice Period") of the Developer giving written notice (hereinafter referred to as "the Possession Notice") to the Purchaser/s intimating that the said Premises is ready for use and occupation and that the Occupation Certificate has been received for the New Building.

6. POSSESSION OF SAID FLAT AND FORCE MAJEURE EVENTS

6.1 The Developer shall give possession of the said Flat to the Purchaser/s on or before _____ in accordance with procedure mentioned in Clause 6 hereinabove.

6.2 If the Developer fails or neglects to give possession of the said Premises to the Purchaser/s in terms of this Agreement or any further or other dates as agreed to by the Parties herein in writing on account of reasons not beyond its control and of its agents by the aforesaid date,

(i) And if the Purchaser/s does/do not intend to withdraw the allotment of the said Premises as agreed herein, then the Developer shall be liable to pay to the Purchaser/s, simple interest as specified in the RERA Rules on all the amounts paid by the Purchaser/s for every month of delay, till the date of handing over of the possession of the said Premises to the Purchaser/s.

(ii) And if the Purchaser/s intend/s to withdraw the allotment of the said Premises as agreed herein, then the Developer shall be liable to refund on demand to the Purchaser/s the amount already received by the Developer in respect of the said Premises with interest at the rate as specified in the RERA Rules, from the date the Developer has received the aforesaid amount of the Total Consideration till the date the aforesaid amount along with interest thereon is repaid.

(iii) The Purchaser/s hereby acknowledges and agrees that he shall choose either of the aforesaid remedies mentioned in Clause 6.2(i) and Clause 6.2(ii) and not both. Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of the said Flat on the aforesaid date, if the completion of the New Building in which the said Premises is to be situated is delayed on account of:-

- i. All force majeure events stipulated in the Act including but not limited to war, civil commotion or act of God; and/ or
- ii. any notice, order, rules, notification of the Government and/or other public or competent authority; and/ or
- iii. Any stay order/injunction order or direction issued by any Court of Law, Tribunal, competent authority, MHADA, statutory authority, high power committee; and/ or
- iv. Any other circumstances that may be deemed reasonable by the Authority. Provided that the Purchaser/s shall not be entitled to terminate this Agreement on any grounds other than those mentioned in this Clause.

6.3 It is an express condition of this Agreement that if the Purchaser/s commit/s default in payment of any of the said amounts in accordance with the Payment Plan, the Developer shall not be liable or responsible for delay in completion of the New Building and/or in handing over possession of the said Flat or Premises to the Purchaser/s on the date specified herein.

7. DELAY IN PAYMENTS BY THE PURCHASER/S AND CONSEQUENCES THEREOF

7.1 On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developer under this Agreement (including his/her/its/their proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Developer shall be entitled at their own option to terminate this Agreement and re-enter upon and resume possession of the said Premises and everything whatsoever therein. Provided always that the power of termination hereinbefore contained shall not be exercised by the Developer unless and until the Developer has given to the Purchaser/s 15 (fifteen) days prior notice in writing of its intention to terminate this

Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement and the Purchaser/s has/have failed and/or defaulted in remedying such breach or breaches to the satisfaction of the Developer within the aforesaid 15 (fifteen) days after having received such notice.

7.2 Provided further that upon termination of this Agreement as aforesaid, and within 30 (thirty) days therefrom, the Developer shall refund to the Purchaser/s the installments of the Total Consideration of the said Flat which may till then have been paid by the Purchaser/s to the Developer and after deducting the expenses, charges, outstanding, interest, etc. from the installments paid. However, the Developer shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by the Developer after deducting therefrom expenses, charges, outstanding interest, etc. that may have been incurred by the Developer in respect of this transaction, the Developer shall be at liberty to dispose of and sell the said Premises to such person and at such price as the Developer may in its absolute discretion think fit. The Developer shall not be liable to refund to the Purchaser/s any amounts paid in respect of and pursuant to this Agreement to any statutory authority whosoever on behalf of the Purchaser/s.

8. STRUCTURAL DEFECTS AND DEFECT LIABILITY

8.1 If within 5 (five) years from the date of the receipt of the Occupation Certificate in respect of the said Flat or the issuance of the Possession Notice, whichever is earlier, the Purchaser/s brings to the notice of the Developer any structural defect in the said Flat or the New Building in which the said Flat is situated or the material used therein, such defects or unauthorized changes may be rectified by the Developer, subject to clause 8.2 hereinbelow, at its own cost and in case it is not possible to rectify such defects or unauthorized changes then the Purchaser/s shall be entitled to receive from the Developer a reasonable compensation for such defect or change. The word defect hereinabove stated shall mean only the structural defects caused on account of workmanship, quality or provision of service and shall not mean defects caused by normal wear and tear, negligent use of the said Flat, abnormal fluctuations in the temperatures, abnormal heavy

rains etc. In the event of there being any external leakages or external defects to the New Building being detected within the above-mentioned period of 5 (five) years, the same shall be rectified by the Developer. However, any internal repairs inside the said Flat shall be carried out by the Purchaser/s at his/her/its/their own costs.

8.2 It is clarified that the liability of the Developer under Clause 8.1 shall not extend to:

- (a)** any such defects if the same have been caused by reason of the default and/or negligence of the Purchaser/s and/or any other purchasers in the New Building (including the family members, servants, occupants, licensees of such Purchasers) i.e. against the guidelines, precautions, warranties, warnings on the products, provided by the Developer/Utility Providers for the said New Building.
- (b)** defects caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature; negligent use of the said Flat or the Internal Fittings provided therein. Defects in Internal Fittings are not included therein and are subject to individual warranties provided by the manufacturers of such Internal Fittings in this regard.

9. PAYMENTS BY THE PURCHASER/S TOWARDS OUTGOINGS

9.1 The Purchaser/s shall, within 7 (seven) days from the date of receipt of demand from the Developer in accordance with the terms of this Agreement, pay to the Developer such sum or sums of amount or amounts, as mentioned hereunder in Clause 9.2, being his/her/its/their proportionate share of deposits to be permanently retained with different authorities and/or with the Developer and also amounts towards outgoings and expenses necessary and incidental to the management and proper maintenance of the said Property and/or the said New Building including the recreational facilities including but not limited to:

I. CHARGES/TAXES/CESS:

- (i) Municipal Cess/charges/taxes,
- (ii) Water charges/taxes,

(iii) Electricity charges.

II. DEPOSITS:

- (i) Water meter deposit,
- (ii) Electric meter deposit,
- (iii) Gas Connection deposit,
- (iv) Any other deposit.

III. EXPENSES/OUTGOINGS:

- (i) Advance towards Municipal taxes, as determined by the Developer,
- (ii) Expenses relating to management and maintenance of Corporate Body/Society to be paid in advance as determined by the Developer.

IV. ANY OTHER:

Any other dues as herein otherwise contained as may be applicable also payable at the time of delivery/possession of the said Premises.

9.2 The Purchaser/s shall on or before delivery of possession of the said Premises also pay to the Developer the following amounts:

I Internal Development Charges.

II Share money application/entrance fee of the Society.

III Maintenance and other charges (hereinafter referred to as "the said Maintenance Deposit") for 12 (twelve) months from the date of Possession. The amounts so paid by the Purchaser/s to the Developer shall not carry any interest and the Developer shall be entitled to utilize the same for the aforesaid purposes and the balance, if any, shall be handed over to the Society of the New Building "Alag Olive ", as and when the same is formed.

9.3 The Purchaser/s shall be liable to pay from the date of delivery of possession of the said Premises (which date means the date of expiry of the Possession Notice Period specified hereinabove irrespective of whether the Purchaser/s has/have taken possession of the said Premises or not for any reason whatsoever), the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in

proportion to the carpet area of the said Flat) of "Outgoings" in respect of the said Property and the New Building inclusive of but not limited to local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, 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 New Building. Until absolute handover of the said Property to the Society, the Purchaser/s shall pay to the Developer such proportionate share of outgoings as may be determined by the Developer. The Purchaser/s further agree/s that till the Purchaser/s' share is so determined the Purchaser/s shall pay to the Developer such provisional monthly contributions as may be determined by the Developer towards the said outgoings. The Maintenance Deposit so paid by the Purchaser/s to the Developer shall not carry any interest and remain with the Developer until absolute handover of the said property to the Society. Unless the Purchaser/s has/have deposited/paid to the Developer the said Maintenance Deposit, towards the aforesaid outgoings, the Developer shall not be bound to hand over the possession of the said Premises to the Purchaser/s. It is clearly understood that the said Maintenance Deposit does not include the dues for the electricity bills and such other utilities for the said Premises. The Purchaser/s shall be liable to pay electricity charges of individual meters separately. It is understood that the Developer shall themselves look after the maintenance of the said Property and the New Building from the date of completion of the New Building till the date of absolute handover of the said Property to the Society and apply the said Maintenance Deposit towards expenses on this account. If it is found by the Developer that the said Maintenance Deposit are not adequate to meet the outgoings, the Developer shall have the right to demand the payment of additional deposit from the Purchaser/s, and the Purchaser/s hereby agree/s to meet such requisition without protest within 7 (seven) days thereof. The Developer shall during such period from the expiry of the Possession Notice Period be entitled to charge the Purchaser/s along with the purchasers of other premises, management fees as determined by the Developer over and above the entire outgoings which may otherwise become payable by the Purchaser/s to the Developer; provided however that the liability of the Purchaser/s to pay the management fees mentioned hereinabove shall cease on the date of the vesting

of the said Property and the New Building in possession and management and control of the Society.

- 9.4** The Developer shall maintain a separate account in respect of the sums received by the Developer from the Purchaser/s as advance or deposit on account of share capital, outgoings etc.

10. PAYMENT OF ADDITIONAL AMOUNTS BY THE PURCHASER/S

- 10.1** The Purchaser/s shall further within 7(seven) days prior to the delivery of possession of the said Premises deposit such amounts as may be determined by the Developer as security for due observance and performance of all his/her/its/their obligations provided in the preceding Clauses. The Purchaser/s shall not be entitled to question either the quantum of such amounts nor claim any interest thereon or the appropriation of the same for the purposes for which they have been paid and/or deposited by the Purchaser/s.

- 10.2** The Purchaser/s hereby further agree/s and undertake/s to pay to the Developer on demand and/or within 7(seven) days of receipt of the said Possession Notice, such additional amount or amounts as may be determined and/or demanded by the Developer in respect of any additional facility and/or amenities, if any, as may be provided by the Developer in addition to such Amenities as provided under this Agreement. A list of specifications and amenities to be provided along with the Flat is annexed herewith marked as **Annexure-‘G’**.

- 10.3** The Developer shall always have right to levy and collect amounts towards taxes, betterment charges, cess and other levies to be charged and collected from the Purchaser/s as per prevailing laws, rules, regulations, notifications, bye-laws etc. till the absolute handover of the said Property to the Society.

- 10.4** The Developer, after deducting from the various amounts paid by the Purchaser/s to the Developer as deposits (other than deposits to be retained permanently and towards expenses due in respect of the said Premises as aforesaid) and the costs, charges, and expenses referred to hereinafter in the proportion decided by the Developer, shall transfer the balance, if any, to the Society. The accounts, in this behalf shall be rendered by the Developer to the

Society, if demanded by the Society, and not to the Purchaser/s in his/her/its/their own capacity.

- 10.5** If any amounts due and payable by the Purchaser/s remains unpaid then the Developer at its discretion and without prejudice to its other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Purchaser/s or from any amount payable to the Purchaser/s and adjust the account accordingly and in case still there are dues from Purchaser/s make demand accordingly.
- 10.6** So long as each purchaser of the flats in the New Building shall not be separately assessed, the Purchaser/s shall pay such proportionate part of the assessment in respect of the New Building as may be provisionally determined by the Developer, whose decision shall be final and binding upon the Purchaser/s.
- 10.7** The Purchaser/s undertake/s to pay increase in taxes, water charges, insurance and such other levies, if any, which are imposed by the MHADA/ Local Authority and/or Government and/or Public Authority.
- 10.8** In case any deposit or money or any other charges are demanded by any authority for the purpose of giving water, electricity, sewerage, drainage and/or any other security deposit for appropriate connection to the New Building such deposit or money or any other charges, in addition to and over and above the charges specified hereinabove, the same shall be payable by all the purchasers of the flats in proportionate share and the Purchaser/s agree/s to pay within 7 (seven) days of demand to the Developer his/her/its/their share of such deposit or money.
- 10.9** If at any time, any development and/or betterment charges and/or any other levy is demanded or sought to be recovered by the MHADA, Local authority, Government and/or any other public authority in respect of the said Premises and/or the New Building, the same shall be the responsibility of the all the purchasers of the flats in the New Building and the same shall be borne and paid by all the purchasers including the Purchaser/s in proportionate shares.
- 10.10** Method Of Calculation Of Proportionate Share:

Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the RERA carpet area of the said Premises to the total RERA carpet area of all the other premises/units/areas/spaces in the New Building.

11. RIGHTS OF THE DEVELOPER

- 11.1** The Developer shall be entitled to put hoarding/boards of their brand name in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the said Property and/or the New Building and on the façade, terrace, compound wall or other part of the New Building. The Developer shall also be entitled to place, select, decide hoarding/board sites as may permitted by the society.
- 11.2** The Developer shall be entitled to and shall be at liberty to make changes, modifications or alterations in the layout and building plans, so also the user of the Flat/s in the said building, locations of the said project amenities, other buildings out of the said project and that of utilities et cetera, as well as to increase or decrease the total number of Flats in the said building. The Purchaser/s hereby grants his/her/its/their irrevocable consent for such change/modification/alteration of layout and/or building plans or the use of flats, or the total number of flats at the absolute discretion of the Developer, without adversely affecting design/area of the said flat agreed to be purchased by the Purchaser/s.
- 11.3** Irrelevant of the stage of redevelopment, the Developer shall have the privilege and right to sell, dispose of such unsold flats to any person/s as per its discretion at any time in future, without any objection of whatsoever nature on the part of the Purchaser/s or the said Society. The flats in respect of which concerned agreements to sell are cancelled or terminated as envisaged under this Agreement, shall also be treated as unsold flats for the purpose of this clause. Such new purchaser/s shall be given membership of the said Society and the same shall be given by accepting only Membership Fee without asking for any other consideration/fee. The Purchaser/s as well as the said Society shall extend all co-operations to the Developer and the new purchaser/s in this regard.

11.4 In the event any portion of the said Property being required by any utility/service provider for installing any electric sub-station/transformer/Building gas bank machinery, plants, buildings, etc., the Developer shall be entitled to transfer such portion to the said utility/service provider or any other body for such purpose on such terms and conditions as the Developer deems fit and/or as per requirement of such utility/service provider or as per applicable law/rules/regulations.

11.5 All the common areas amenities and facilities of the New Building shall remain under the charge and control of the Developer till the Developer formally hands over the charge and control thereof to the Society.

12. ADMISSION OF PURCHASER/S AS MEMBER/S IN THE SOCIETY

12.1 The Purchaser/s shall, from time-to-time sign and execute the application for membership and other papers and documents necessary for becoming a member.

12.2 The Society shall admit all purchasers of Flats and premises in the said New Building as members, in accordance with its bye-laws.

12.3 Only after the existing Members being offered the permanent accommodation in the new proposed building to be constructed on the said property that the Developer's shall give possession to the prospective buyers or purchasers and not otherwise and in no manner and/or under any arrangement possession to new purchaser shall be provided under any guise or reason, as provided in the Redevelopment Agreement.

12.4 The Purchaser shall provide undertaking he/ she/ it will abide with Maharashtra Co-operative Societies Act 1960, the bye-laws of the Society and all the terms and conditions of the said Redevelopment Agreement are binding upon him/ her/ them.

12.5 The Purchaser shall make application for membership (Appendix-2) and furnish an undertaking in the prescribed form (Appendix 3) to the effect that Purchaser shall use the flat for the residential purpose only.

12.6 The Developer agree and undertake with the Purchaser/s that upon the Purchaser/s paying to the Developer all the amounts due and payable under this

Agreement within the time specified and the if Purchaser/s has/have not failed to perform or observe any of the covenants stipulated on his/her/its/their part herein contained, the Developer shall ensure admission of the Purchaser/s as Member/s in the Society. And the Purchaser/s agree/s and undertake/s to execute all such applications, forms and such other writings and documents as may be necessary under the bye-laws of the Society for admission of the Purchaser/s as the member/s of the Society.

- 12.7** At the time of making application for becoming a member of the Society to be at par with existing members, the Purchaser shall make payment of Rs. _____/- per sq. ft. carpet area to the Society towards, sinking fund, repair fund and corpus fund lying with the Society.

13. PURCHASER/S COVENANTS

- 13.1**The Purchaser/s for himself/herself/itself/themselves with intention to bind all persons into whomsoever hands the said Flat may come, doth/do hereby covenant with the Developer as and thereafter to the Society;

- 13.1.1**To maintain at his/her/its/their own cost the said Flat agreed to be purchased by him/her/it/them in the same condition, state and order in which it is delivered to him/her/it/them and to abide by all bye-laws, Rules and Regulations of the Government, the MHADA, Local authority and any other authority and Local Bodies, and to attend to, answer and be responsible for all actions and violations of any of the conditions or Rules or Bye-Laws and shall observe and perform all the terms and conditions contained in this presents.

- 13.1.2** To maintain the said Flat at Purchaser/s' own cost in good tenantable repair and condition from the date of possession of the said Flat is taken and shall not do or suffer to be done anything in or to the New Building, in which the said Flat is situated staircases or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the New Building and the said Flat itself or any part thereof.

- 13.1.3** Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of

the New Building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the New Building in which the said Flat is situated and in case any damage is caused to the New Building in which the said Flat is situated or to the said Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

13.1.4 To maintain the said Premises and to carry at his/her/their own cost all internal repairs to the said Flat and maintain the said Flat in the same conditions, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the New Building in which the said Flat is situated or the said Flat which may be against the rules and regulations and byelaws of the concerned local authority. And in the event of the Purchaser/s committing any act in contravention of the above provision the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

13.1.5 Not to demolish or cause to be demolished nor erect or cause to be erected nor remove or cause to be removed any works, amenities, Internal Fittings make or cause to be made any addition or alternation of whatever nature in or to the said Flat or any part thereof, nor make any alternation in the elevation and outside color scheme of the New Building in which the said Flat is situated and shall keep the portion sewers, drains pipes in the said Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the New Building in which the said Flat is situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or R.C.C., or other structural members in the said Flat without the prior written permission of the Developer and/or the Society and structure engineer.

13.1.6 The Purchaser/s shall not affix any sign boards, name boards or display boards or advertisement nor shall fix any neon lights in or about the said Premises and/or any portion of the said Property save and except the place or spot specified by the Developer and/or the Society for affixing merely the name or the

sign board of the Purchaser/s which will normally be near the entrance of the said premises of the Purchaser/s. The sign/name/display board shall be such as has been duly approved by the Developer prior to the placement thereof.

13.1.7 The Purchaser/s shall permit the Developer and/or Society and their agents at all reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and condition thereof and shall make good, within 3(three) months of the Developer giving a notice, all defects, decays and want of repairs of which notice in writing shall be given by the Developer to the Purchaser/s.

13.1.8 The Purchaser/s shall permit the Developer and their agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof for the purpose of repairing any part of the New Building and for the purposes of making, repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires party structure and other conveniences belonging or serving or used for the New Building and also for the purpose of laying down, maintaining, repairing and testing drainages, gas and water pipes and electric wires and for similar purposes and also for the purpose of cutting off supply of water to the said premises or any other premises in the New Building in respect whereof the Purchaser/s or the occupier of any other premises as the case may be shall have made default in paying his/her/its/their contribution of the water tax or charges and other outgoings.

13.1.9 To use the said Flat for residential purpose and the said Car Parking Facility for parking of their vehicle and not for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other premises in the New Building or to the Developer or occupiers of the neighboring properties nor for any illegal or immoral purpose.

13.1.10 Not to carry out any interior work in respect of the said Flat without any prior written consent of the Developer.

13.1.11 The Purchaser/s shall furnish the said Flat at his/her/its/their entire cost and consequences and shall also remove the debris caused by such furnishing

immediately if kept collected in the compound or any part of the said Purchaser and if the Purchaser/s fail/s to do so the Developer shall do so and deduct the amount of such cost from the Deposits deposited by the Purchaser/s with the Developer.

13.1.12 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 any part thereof or whereby any increased premium shall become payable in respect of the insurance.

13.1.13 Not to throw dirt, rubbish, rags, or other garbage or permit the same to be thrown from the said premises in the compound or any portion of the said Property.

13.1.14 To bear and pay increase in local taxes, water charges, ground rent, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Purchaser/s viz. user for any purposes other than as stipulated herein;

13.1.15 Not to sub-let, transfer, assign or part with the Purchaser/s' interest or benefit in this Agreement or part with possession of the said Premises until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up and only if the Purchaser/s 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 given prior intimation in writing to the Developer in that behalf.

13.1.16 The Purchaser/s shall not change the façade or decorate the exterior of the said Premises or make any alterations in the elevation and outside color scheme of the said premises without the prior written consent of the MHADA and the Developer or the said Association as the case may be.

13.1.17 The external elevation of the New Building constructed is a work of, which rights are vested with the Developer. The Purchaser/s shall not alter or modify the external elevation of the New Building.

13.1.18 If the Purchaser/s desire/s to install grill/s to any of the windows in the said premises then he/she/they shall ensure that the grills are as per the design and position approved by the Developer in writing.

13.1.19 To install air conditioners of window model or type only at a designated place. The Purchaser/s may however install split unit/s of air conditioner/s.

13.2 Till the date of receipt of possession of the said premises by the Purchaser/s from the Developer, the Purchaser/s shall not be entitled to sell and/or transfer his/her/its/their right, title, interest and benefits under this Agreement to any third party without obtaining No Objection Certificate from the Developer.

14. GRANT/DEMISE/ASSIGNMENT

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Property and/or the New Building and/or any part thereof. The Purchaser/s shall have no claim save and except of the said Premises and undivided interest in the common areas and facilities limited or otherwise all open spaces including garden, parking spaces, lobbies, staircases, terraces, recreation spaces etc.

15. BINDING EFFECT

Forwarding this Agreement to the Purchaser/s by the Developer does not create a binding obligation on the part of the Developer or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Purchaser/s fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Developer and/ or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall be entitled to serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Purchaser/s, the Developer shall be entitled to treat the application of the Purchaser/s as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be

returned to the Purchaser/s without any interest or compensation whatsoever. The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser/s, in Mumbai. After the Agreement is duly executed by the Purchaser/s and the Developer or simultaneously with the execution of the said Agreement, the same shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

16. DELAY OR FORBEARANCE- NOT A WAIVER

Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Developer shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Developer.

17. NOTICES

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 Registered Post A.D./Under Certificate of Posting at his/her/its/their address specified below:- viz. _____
_____. All communications shall be sent by the Developer to the Purchaser/s whose name appears first and at the address given by him/her/it/them which shall for all intents and purposes be considered as properly served on all the Purchaser/s.

18. INSURANCE BY THE DEVELOPER

The Developer is required under the Act to have the New Building insured by an insurance company. The Purchaser/s is aware and acknowledges that this being a new requirement, no insurance company has till date introduced a suitable insurance policy which meets with the requirements of the RERA and the RERA rules made thereunder. The Developer shall, in accordance with the RERA and the RERA Rules, subscribe to insurance policy/policies or product subject to their

availability in the insurance sector. However, the Developer will not be responsible in any manner if suitable insurance product/ policy for the aforementioned is unavailable and/or is available but does not fulfill all the requirements under applicable law.

19. COVENANTS IN RESPECT OF THIS AGREEMENT

19.1 It is clearly understood and agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the New Building shall equally be applicable to and enforceable against any subsequent Purchaser/Transferee of the said Premises, in case of transfer, as the said obligations go along with the said Premises for all intents and purposes.

19.2 This Agreement along with its Schedules and Annexure constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letters, correspondences, arrangements, whether written or oral, if any, between the parties in regards to the said Premises, as the case may be.

19.3 This Agreement may only be amended by written consent of the parties hereto.

19.4 If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made thereunder 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 RERA or the Rules and Regulations made thereunder 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.

20. STAMP DUTY AND REGISTRATION CHARGES

The charges towards stamp duty and registration of this Agreement shall be borne and paid by the Purchaser/s.

21. DISPUTE RESOLUTION

Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Regulatory Authority at Mumbai as per the provisions of RERA and the rules and regulations made thereunder.

22. JURISDICTION

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Competent Jurisdiction in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

23. GOVERNING LAW

This Agreement shall always be subject to the provisions of RERA i.e. the Real Estate (Regulation and Redevelopment) Act, 2016 and the rules made there under.

THE FIRST SCHEDULE ABOVE REFERRED TO: (Description of "the said Property")

All that piece or parcel of Leasehold land or ground admeasuring about 828.81 Square Meters or thereabouts as per MHADA demarcation letter bearing Survey No.236-A, bearing CTS No. 184, Village, Ghatkopar-Kiror Taluka, along with structure standing thereon namely Building No. 97 situated at Pant Nagar, Ghatkopar East, Mumbai – 400 075, Mumbai Suburban District and bounded as follows:

On or towards the East :
On or towards the West :
On or towards the North :
On or towards the South :

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of "the said Premises") Flat bearing No. _____ comprising of _____ (_____) Bedrooms, Hall and Kitchen on the _____ (_____) Floor admeasuring _____ Sq. Mt. equivalent to

WITHOUT PREJUDICE

_____ Sq. Ft. (RERA carpet area) [_____ Sq. Mt. and
Car Parking Facility for ____ (____) Car/s in the New Building known as “Alag
Olive” standing on the said Property more particularly described in the First
Schedule hereinabove written.

IN WITNESS WHEREOF the parties hereto have caused this Agreement
executed the day and year first hereinabove written.

DRAFT

WITHOUT PREJUDICE

SIGNED AND DELIVERED BY THE WITHIN NAMED DEVELOPER:

NAME AND SIGNATURE	PHOTO	THUMB IMPRESSION
M/S ALAG OLIVE LLP OLIVE LLP		

In the presence of:

- 1.)
- 2.)

SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASER/S:

NAME AND SIGNATURE	PHOTO	THUMB IMPRESSION

In the presence of:

- 1.)
- 2.)

TABLE OF ANNEXURE: ANNEXURE PARTICULARS

1. ANNEXURE – A: TITLE CERTIFICATE
2. ANNEXURE –B: Authenticated copies of Property Card
3. ANNEXURE - C: Authenticated copy Intimation of Disapproval No. CHE/ES/4365/N/337(NEW)/IOD/1/New.
4. ANNEXURE - C1: Authenticated copies of the plans of the Layout as proposed by the Developer and according to which the construction of the building and open spaces are proposed to be provided for on the said project
5. ANNEXURE - C2: Authenticated copy of the Commencement Certificate bearing No. CHE/ES/4365/N/337(NEW)/CC/1/.
6. ANNEXURE – D: Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority.
7. ANNEXURE – E Authenticated copy of Typical Floor.
8. ANNEXURE – F: Payment Schedule.
9. ANNEXURE – G: Specification and amenities for the Flat.

WITHOUT PREJUDICE

RECEIPT

RECEIVED from the within-named Purchaser/s, the amounts listed herein below being part payment of Total Consideration payable by the Purchaser/s in respect of the said Premises:

AMOUNT PAID BY THE PURCHASER/S

(RS.) PARTICULARS OF RECEIPT Rs. _____/- In favour of the
Developer Rs. _____/- Towards applicable TDS
Rs. _____/- Total

WE SAY RECEIVED,

M/S ALAG OLIVE LLP OLIVE LLP

_____ (DEVELOPER)