

AGREEMENT

THIS AGREEMENT made and entered into at THANE, on this _____ day of January in the year Two Thousand and Twenty Four (2024)

BETWEEN

M/S. NAVKAR HEIGHTS, a duly registered partnership firm, having (PAN: AAOFN2662H) having its address at Nucleus Diagnostic Centre, Beauty Arcade, 1st floor, Opp. Pratap Talkies, Khopat, Thane West - 400601, hereinafter referred to as “**the Vendors**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include all the Partners for the time being constituting the said firm, their survivor or survivors and their respective heirs, executors, administrators and assigns) of the **First Part**

AND

M/S. SKYLINE BUILDPRO, a duly registered partnership firm, having (PAN: AAOFN2662H) having its address at 202/203, Monica, Haari Niwas Circle, LBS Road, Thane West – 400602, Represented through their Power of Attorney Holder under Authenticated Power of Attorney dated 23.09.2019 **M/S. NAVKAR HEIGHTS**, hereinafter referred to as the “**Promoters/Confirming Party**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include all the Partners for the time being constituting the said firm, their survivor or survivors and their respective heirs, executors, administrators and assigns) of the **Second Part**

AND

(1) MRS. ANITA RAJESH MUTHA, Age 50 years, PAN: AAYPM4835H, Both Indian Inhabitants, having address at 201, Shrushti Abode, Govind Bachhaji Road, Charai, Thane West – 400601, hereinafter referred to as “**Allottee/Purchaser/s**” (Which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their heirs, executors, administrators, nominees and/or assigns) of the **Third Part**.

The Vendors, the Promoters and the **Allottee/Purchaser/s** are hereinafter individually referred to as “**a Party**” and collectively as “**the Parties**”.

WHEREAS:

A. At all material time one Shri. Yashwant Shivaji Gawand (Hereinafter for short called the **said Yashwant**) was the absolute owner and fully seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of the land bearing Survey No. 43, Hissa No. 2B/3/2, admeasuring 0H-14R-0P i.e. 1400 sq. mtrs, situate at M. D. Joshi Road, Village Panchpakhadi, Taluka & District Thane, then within the limits of Thane Municipal Council and since 1984 within the limits of Thane Municipal Corporation, Registration District & Sub-District of Thane, and the same is more particularly described in the **First Schedule** hereunder written. (hereinafter referred to as the **said Property**).

B. By and under an Agreement for Sale dated 02.08 2017, executed between the said Yashwant as the Vendor of One Part and the Vendors herein as the Purchasers of the Other Part duly registered in the office of Sub-Registrar Thane-12 as Document No. TNN12-2251-2017 (hereinafter referred to as the **said Agreement 2017**) and Pursuant Power of Attorney dated 02.08 2017, executed by the said Yashwant, constituting the Partners of the Vendors herein, as his Attorneys, registered as Document No. TNN12-2252-2017 (hereinafter referred to as the **said Power of Attorney 2017**). And subsequent by a Deed of Conveyance dated 14.08.2017, executed between the said Yashwant as the Vendor of One Part and the Vendors herein as the Purchasers of the Other Part, registered in the office of Sub-Registrar Thane-12 as Document No. TNN12-2361-2017 (hereinafter referred to as the **said Conveyance**) the said Yashwant sold, transferred, conveyed and assured and gave the said Property absolutely and hand over vacant, peaceful and physical possession thereof to the Vendors herein and thus the Vendors herein became the absolute owners and fully seized and possessed of the said Property and accordingly their name was were recorded as owners of the said Property in the records of rights including 7/12 extract pertaining to said Property vide Mutation Entry No. 4080. The Copy of the **7/12 extract** of the said land is annexed hereto as **Annexure "A"**;

C. That the Vendors herein purchased and acquired the said Property with intention to develop the same by constructing multi-storey building thereon and allotting, selling or transferring the flats and premises therein to the Third Party Purchasers on ownership basis by executing into Agreements under the provisions of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**RERA**") and the Rules made there under. The Vendors herein therefore appointed **M/s. Akruti Consultants**, Represented by Mr. A. V. Desai as Architects and **M/s. Ajay Mahale & Associates** as RCC Consultants, Represented by Mr. Ajay Mahale for preparation of the plans for development of the said Property and generally rendering their services in the matter of development of the said Property;

D. That the Vendors herein, through the aforesaid Architects, submitted plans to Thane Municipal Corporation (**TMC**) for development of the said Property which came to be approved with grant of Building Permission and Commencement Certificate vide V.P. No. S02/0208/17/TMC/TDD/2358/17 dated 17.10.2017 (hereinafter referred to as the **Said Approved Plan -A**), granting Permission to construct new building on the said Property and accordingly, the Vendors herein commenced the work of construction of the new building on the said Property. Thereafter, the Vendors herein submitted revised/amended plans for development of the said Property to TMC, which came to be approved by TMC with grant of Building Permission / Commencement Certificate vide **V.P. No. S02/0208/17/TMC/TDD/2564/18** dated **28.03.2018** (hereinafter referred to as the **Said Approved Plan -B**) and with that the Vendors herein continued the further work of construction of the new building on the said Property and brought it to the stage of RCC Work upto 3rd slab level (hereinafter referred to as the **Said Partial Construction**.) The new building to be constructed on the said Property was named as NAVKAR HEIGHTS;

E. The Vendors herein have registered the Project under the provisions of the Real Estate (Regulation and Development) Act 2016 with the Real Estate Regulatory Authority under No. **P51700017214**. A copy of Certificate is annexed hereto and marked as an **Annexure**;

F. The Vendors herein have meanwhile executed certain Agreements with certain Allottee/Purchasers as per provisions of RERA and thereunder have agreed to sell or allot certain flats/premises in the said NAVKAR HEIGHTS building and have received certain part of Price or Consideration from such Allottee/Purchasers under such Agreements, the details thereof are as under:

(i) Agreement dated 26.11.2018, registered as Document No. TNN12 – 12080 - 2018, executed with Allottee/Purchasers Mr. Kartikchandra Jeetmohan Pal & Mr. Tapan Jeetmohan Pal in respect of Shop No. 2, Ground Floor, adm. 870 sq. ft. Carpet area.

(ii) Agreement dated 08.08.2019, registered as Document No. TNN5 – 13421- 2019, executed with Allottee/Purchasers Mr. Kishor Devram Thakare & Mrs. Kirti Kishor Thakare in respect of Shop No. 1, Ground Floor, adm. 760 sq. ft. Carpet area.

(hereinafter referred to as the **Said Executed Agreements**).

G. Meanwhile Vendors herein have by Development Agreement dated 13.09.2019, registered in the office of Sub-Registrar Thane-5 as Document No. TNN5- 16004 – 2019 (hereinafter referred to as the **said Development Agreement 2019**) granted the development rights in respect of the said Property to and/or in favour of the Promoters herein, for the price or consideration and on the terms and conditions more particularly mentioned therein. The Vendors have also executed a Power of Attorney dated 23.09.2019, registered in the office of Sub-Registrar Thane-5 as Document No. TNN5- 16008 – 2019 in pursuance of the aforesaid Development Agreement, in favour of the Promoters herein, whereby the Vendors constituted the Partners of the Promoters herein as their true and lawful Attorneys to deal with and to develop the said Property. In pursuance of the said Development Agreement 2019 and the said POA 2019, the Vendors put the Promoters herein in possession of the said property with said partial construction and with that Promoters herein continued to carry out further construction of the said NAVKAR HEIGHTS Building, as per the said Approved Plan -B; A copy of **said Development Agreement 2019** is annexed hereto and marked as an **Annexure**.

H. The said Building was named as NAVKAR HEIGHTS by the Vendors herein. After the said Development Agreement 2019 executed between the Vendors and Promoters herein, the said Building have been mutually renamed as “OLIVIA PRIME”.

I. By and under the said Development Agreement 2019, it is agreed between the Promoters and Vendors herein that:- (i) 41.50% constructed premises of shops, commercial premises, residential flats in the said Olivia Prime building being constructed on the said Property shall be allotted to the share of the Vendors herein (for short called **Premises-A**) in consideration of the Vendors herein having given and assigned to the Promoters hereto all the rights of development of the said Property to the Promoters hereto and 58.50% constructed premises of shops, commercial premises, residential flats in the said Olivia Prime building being constructed on the said Property shall be-retained by the Promoters (for short called **Premises-B**) in consideration of the Promoters herein having agreed to carryout development of the said Property, (ii) the flats and premises agreed to be sold/allotted by the Vendors herein under the said Executed Agreements are to be included in and shall be part of the said Premises-A, (iii) the Parking Spaces available on the development of the said Property shall also be in the same proportion i.e. 41.50% to be allotted to the Vendors herein (for short called **Parking Spaces-A**) and 58.50% to be retained by the Promoters herein (for short called

Parking Spaces-B), (iv) actual earmarking of the said Premises A and said Premises B and the said Parking Spaces-A and Parking Spaces B shall be made by the Vendors and the Promoters herein as per mutual understanding keeping in view that interest and rights of the Vendors and Promoters herein are well considered and taken care of as far as the marketability, value, potentiality of sale are concerned; provided of course that final discretion in these regards shall be with the Promoters herein, (v) earmarking of said Premises-A and said Premises-B and the said Parking Spaces-A and Parking Spaces-B shall be varied from time to time to be in accordance with the sanctioned plans for development of the said Property at the relevant time and (vi) the Vendors and Promoters shall execute from time to time necessary supplemental writings, agreements, deeds, documents, instruments etc. between them with respect to such earmarking of said Premises-A and said Premises-B and the said Parking Spaces-A and Parking Spaces-B.

(The allotment of the flats/premises of the Vendors and the Promoters as of said Premises-A and said Premises-B, has been more particularly mentioned in the Annexure annexed to the Supplementary Agreement dated 01.01.2022, executed between the Vendors and Promoters and herein.

J. Under the said Development Agreement 2019 the Vendors have undertaken the liability of fulfilling their obligations under the said Executed Rera Agreements towards the Allottees/Purchasers of the Flats/Premises in the said Olivia Prime mentioned therein and retained with them the rights to receive and appropriate the price consideration received and receivable from such Allottees/ Purchasers.

K. Thereafter a Supplementary Development Agreement dated 23.09.2019 came to be executed between the Vendors herein with the Promoters, which is registered at Sr. No. TNN-5 – 16006-2019 in the Office of Sub-Registrar Thane (for short called **Supplementary Agreement-2019**) whereby some supplementary terms came to be added to the said Development Agreement-2019.

L. The Vendors herein and the Promoters herein lately realized that Recitals in the said Development Agreement giving chronology about flow of Title to the Project Land are somewhat unnecessary and hence have made and executed by and between them a Deed of Rectification dated 08.12.2020 which is registered at Sr. No. TNN2-17830-2020 in the Office of Sub-Registrar Thane (for short called **Rectification Deed**) and thereby have substituted the Recitals in the said Development Agreement-2019 with the Recitals mentioned in the said Rectification Deed with regard to flow of Title to the said Property.

The Promoters herein have due to their busy schedule, unable to execute the Agreements for Sale or Allotment and to be present in the office of sub-registrar for the execution of these present. Nevertheless, they have duly authorized the Vendors herein under their Power of Attorney dated 23.09.2019 registered as Document No. TNN5 – 16010 – 2019 on 23.09.2019 to represent them and /or sign and execute the Agreement and/or any other required suitable deeds, documents, instruments etc. Copy of the said power of attorney is annexed herewith and marked as **Annexure**.

M. As per Development Control Regulation of TMC (for short called **D C Regulations**) the said Property being capable of additionally developed with the use of Transferable Development Rights (**TDR**) the Promoters herein with the comment and concurrence of the Vendors under:

N. A Deed of Purchase of TDR dated 04.11.2019 made by and between Mr. Yashwant M. Manvacharya and the Promoters herein, which is registered at Sr. No. TNN5 - 18518-2019 in the Sub-Registrar Thane (for short called **TDR Deed-A**) purchased and acquired 3324 Sq.mts TDR (for short called **TDR-A**) being a part of TDR granted by TMC under TDR Certificate vide No. 268 (ii) A Deed of Purchase of TDR dated 12.12.2019 made by and between M/s Maa Mumbradevi Enterprises and the Promoters herein which is registered at Sr. No. TNN5-20946-2019) in the Office of Sub-Registrar Thane (for short called **TDR Deed-B**) purchased and acquired 1636 Sq. mts TDR (for short called **TDR-B**) being a part of TDR granted by TMC under TDR Certificate vide No 44 AND (i) A Deed of Purchase of TDR dated 13.09.2019 made by and between M/s Akash Realtors and the Promoters herein which is registered at Sr. No. TNN2-13922-2019 in the Office of Sub Registrar Thane (for short called **TDR Deed-C**) purchased and acquired 232.5 Sq. mts TDR (for short called **TDR-C**) being a part of TDR granted by TMC under TDR Certificate vide No. 252 for use and utilization of the same in the construction of Olivia Prime building on the said Property.

O. The Promoters herein having acquired the said TDR-A, TDR-B and TDR-C as aforesaid have submitted to TMC revised/amended Plans with certain part of all the 3 TDRs and use of additional FSI available in respect of the said Property against payment of premium paid to TMC and the revised/amended Plans is approved and sanctioned with grant of Building Permission and Commencement Certificate vide V.P. No. S02/0208/17/TMC/TDD/3965/22 dated 14.02.2022. (hereinafter referred to as the **Said Approved Plan -C**)

P. The development of the said Property with construction of the said Olivia Prime building is hereinafter called **Project**. Under the said Development Agreement 2019 it is agreed between the Vendors and Promoters that – (i) the Vendors herein shall sell and allot Flats/Premises of and from said Premises-A and said Parking Spaces-A to prospective purchasers on ownership basis by executing Agreements as per the provisions of RERA and the Rules made thereunder and (ii) the Promoters herein shall sell and allot Flats/Premises of and from the said Premises-B and said Parking Spaces -B to prospective purchasers on ownership basis by executing Agreements as per the provisions of RERA and the Rules made thereunder.

Q. The Sketch showing boundary lines of the said property is annexed hereto marked as **Annexure-A**. A copy of 7/12 Extract pertaining to the said property is hereto annexed marked **Annexure-B**. A copy of the Title Certificate dated 02.09.2017 issued by Advocate Shri Y. S. Duduskar is hereto annexed marked **Annexure-C**. A copy of the location map being a part of the said Approved Plan-B & C is annexed hereto marked **Annexure-D**. Copies of the Olivia Prime building Permission granted by TMC with respect to said Approved Plan-B & C and the Commencement Certificate/s are annexed hereto collectively marked as **Annexure-E**.

R. The Allottee **has applied to the Vendors for allotment of a Residential Premises being Flat bearing No. 1003, having Carpet area 2295 sq. ft. inclusive of Enclosed Balcony (excluding A. Projection area), which is equivalent to 213.20 sq mtrs plus Terrace area 243.48 sq. ft. equivalent to 22.62 sq mtrs, on 10th Floor** in the said **OLIVIA PRIME** building to be constructed on the said Property, which is out of the Premises A of the Vendors herein and the same is more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as the said **Apartment**) and

Floor Plan thereof is hereto annexed marked **Annexure-F** The Allottee has also applied to the **Promoters to allot facility of FOUR Nos. of Car parking space/s at Podium Level P1 of the** said Olivia Prime building (hereinafter referred to as **Parking Space**), the location of which shall be decided and finalized by the Promoters at appropriate time, Allottee /s acknowledge/s that and has/have no objection to the same.

S. The Parties relying on the confirmations, representations and assurances of each other and having faithfully agreed to 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.

T. The Allottee has demanded from the Vendors and the Vendors have also furnished to the said Allottee inspection of all the documents pertaining to title of the said Property, tentative location and Olivia Prime building plans, the said Approved Plans, the said submitted yet unapproved plans, various other permissions, sanctions and approvals etc. and of such other documents as are specified under RERA and the rules made thereunder. The Allottee is fully satisfied with regard to all the documents as aforementioned and the Vendors' rights to the said Property and the Promoters right to construct the said Olivia Prime building thereon and the Allottee hereby explicitly agrees not to raise any dispute, complaint and/or grievance of any nature whatsoever with respect to the same. The Allottee further hereby confirms that there shall be no further investigation by the Allottee in that regard and is fully satisfied of competency the Vendors and Promoters to enter into this Agreement. The Allottee does hereby agree and undertake to be bound by all the terms and conditions imposed by various Authorities with regard to various sanctions, permissions, approvals etc. including the said Approved Plans at all the time.

U. After relying upon the said application and the representations and declarations made by the Allottee as aforesaid, the Vendors have, with the confirmation of the Promoters agreed to sell and allot to the Allottee and the said Allottee has agreed to purchase from the Vendors herein, the said Apartment along with the said Parking Space for the price and upon the terms and conditions agreed between the Vendors herein and the Allottee herein.

V. The Allottee has agreed to purchase and acquire and the Vendors have agreed to allot to the Allottee the said Apartment at or for price consideration of **Rs. 3,05,00,000/- (Rupees Three Crore Five Lacs Only)**. Prior to the execution of these presents, the Allottee has paid to the Vendors herein, a sum of Rs. 25,00,000/- (Rupees Twenty Five Lacs only) being part payment of the agreed price consideration, the payment and receipt whereof the Vendors do hereby admit and acknowledge and at such time the Allottee has agreed and undertaken to pay to the Vendors balance of the purchase price and all other cost, charges, expenses and all other payments in the manner hereinafter appearing.

W. As per Sec.13(1) of RERA, the Vendors and/or Promoters are required to execute written Agreement for sale and allotment of the said Apartment to the Allottee being in fact these Presents and the Allottee shall register the same with the Registering Authority with intimation to the Vendors and/or Promoters and by paying the requisite Stamp Duty and Registration Charges thereon.

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

1 That as per the said Development Agreement 2019, Promoters shall construct the said Olivia Prime building on the said Property in accordance with the said Approved Plan B and/or amended plans, designs and specifications as and when approved by the Promoters from TMC and/or other the concerning Authorities from time to time. The Promoters have proposed use and utilize additional floating FSI of the said Property, which may become available and permissible in future and also TDR in respect of the said Property and/or any other land or property to construct some additional floors in the said Olivia Prime building to be constructed and for that purpose have proposed to amend the Approved Plan-B and obtain sanction for the same from TMC and/or other concerned Authorities and to carry on construction the said Olivia Prime building on the said Property accordingly. The Vendors and the Promoters therefore have prepared amended plans with the use of such additional/floating FSI and/or TDR as aforesaid and copies thereof have been seen by the Allottee and Allottee consents and gives no-objection for the Vendors and Promoters to submit such amended plans to TMC and/or other concerned Authorities and obtain sanction and approval for same and accordingly carry on construction of the said Olivia Prime building on the said Property; Provided that the Vendors and Promoters shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect said Apartment, except any alteration or addition required by any Government authorities or due to change in law.

1.1. The Allottee does hereby agree to purchase and acquire from the Vendors and the Vendors do hereby agree to sell and allot to the Allottee the said Apartment, i.e. Residential Premises being **Flat No. 1003**, having Carpet area 2295 sq. ft. inclusive of Enclosed Balcony (excluding A. Projection area), which is equivalent to 213.20 sq mtrs plus Terrace area 243.48 sq. ft. equivalent to 22.62 sq mtrs, **on the 10th Floor**, with Four Nos. of Parking Space at Podium **Level P1**, in the said Olivia Prime building being constructed on the said Property, a Floor Plan whereof is annexed heret marked **Annexure-F** and more particularly described in the Second **Schedule** hereunder written on ownership basis at or for the price consideration of **Rs. 3,05,00,000/- (Rupees Three Crore Five Lacs Only)** including the proportionate price of the common areas and facilities to be provided and the nature and description of which is more particularly described in the **Third Schedule** hereunder written which are part of the said Apartment and for beneficial use and occupation and the Allottee applied for allotment of the same and the Vendors herein agreed for the same.

1.2. The total aggregate price consideration amount for the said Apartment including the said Parking Space/s is thus **3,05,00,000/- (Rupees Three Crore Five Lacs Only)** payable as under

a) Rs. 25,00,000/- (Rupees Twenty Five Lacs only) paid by the Allottee/s, on or before execution of this Agreement the Vendor doth hereby admit and acknowledge the receipt whereof.

b) Rs. 3,05,000/- (Rupees Three Lac Sixteen Thousand Five Hundred Only) payable towards TDS.

c) Rs. 2,76,95,000/- (Rupees Two Crore Seventy Six Ninety Five Thousand Only) by obtaining loan from the bank or financial Institute (in part/full), payable, on or before possession.

1.3. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Vendors and Promoters undertake and agree that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc, the Vendors and/or Promoters shall enclose the said notification/order/ rule/regulation published issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.4. The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments as per mutual agreement for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee by the Promoters.

However it is pertinent to note here that the earlier payment of installments is willingly made by the Allottee herein to avail off the discounting rate from the Promoters, as per the mutual understanding arrived between the parties. The Allottee/Purchaser therefore hereby agree/s to indemnify and keep indemnified and saved and kept harmless the Promoters from any claim/inquiry in that behalf from any concerned Authority or body.

1.5. The Vendors and Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Olivia Prime building in which the said Apartment is situated is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (Three Percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Vendors and Promoters. If there is any reduction in the carpet area within the defined limit then Vendors shall refund the excess money paid by Allottee 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 Allottee. If there is any increase in the carpet area allotted to Allottee, the Vendors shall demand additional amount from the Allottee 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 Clause 1-1.1 of this Agreement.

1.6 The Allottee authorizes the Vendors to adjust/appropriate all payment made by him under any head(s) of dues against lawful outstanding if any, in his name as the Promoters may in their sole discretion deem fit and the Allottee undertakes not to object demand/direct the Vendors to adjust his payments in any manner.

1.7 The Price of the said Apartment being above **3,05,00,000/- (Rupees Three Crore Five Lacs Only)**, the Allottee is bound under Income Tax Act to deduct

Tax at Source at the prevailing rate on the payments of the price made under these presents and accordingly the Allottee agrees and undertakes to comply with the said provision and in the event of any violation thereof and consequences ensuing therefrom, the Allottee alone shall be liable and the Vendors and Promoters stand fully indemnified and discharged in these regards.

- 2.1 The Vendors and Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Approved Plans or thereafter at the time of sanctioning the amended plans and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee and the common areas to the Society. Association or Company of the allottees of the apartments in the said Olivia Prime building to be constructed on the said Property after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in here above.
- 3 The Promoters hereby declare that the Floor Space Index (FSI) including FSI against Premium paid to TMC and TDR available as on date of in respect of the said Property as per the said Approved Plan-B is 1384.78 Sq. Mts. only and Promoters planned ' utilize additional/further FSI by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI, by implementing various Schemes as mentioned in the D.C Regulation or based on expectation of increased FSI which may be available in future on modification to D.C. Regulations which are applicable to the said Project. The Promoters have disclosed the FSI to be utilized by it on the said Property in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendors and/or Promoters only.
- 4.1 If the Promoters fail to abide by the time schedule for completing the Project and handing over the said Apartment to the Allottee, the Vendors agree to pay to the Allottee, who does not intend to withdraw from the Project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Vendors, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Vendors under the terms of this Agreement from the date the said amount is payable by the Allottee to the Vendors and in such eventuality the Vendors and/or the Promoters shall be entitled to levy additional GST, etc. to be paid over to the Government and/or other concerned Authorities.

- 4.2 Without prejudice to the right of Vendors to charge interest in terms of Sub Clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Vendors under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Vendors shall at its own option, may terminate this Agreement: Provided that, Vendors shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Vendors within the period of notice then at the end of such notice period, Vendors and Promoters shall be entitled to terminate this Agreement;

PROVIDED FURTHER that upon termination of this Agreement as foresaid the Vendors shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Vendors) within a period of (30) thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Vendors and in such eventuality the Vendors shall be entitled to levy additionally GST, etc. and deduct or adjust the same to be paid over to the Government and/or other concerned Authorities.

5. The consideration amount for the Said Apartment is for Raw / Bare Shell condition i.e. without providing flooring, toilets, internal plumbing, any doors, kitchen platform, internal brickwork, electrical wiring, fixtures and fittings; but with outer drain lines, water connection, main electrical cable point with separate meter and main fire protection system connection, as mutually agreed between the Vendors and the Allottee herein.
- 6 The Vendors shall give possession of the said Apartment to the Allottee on or before 31 December 2022 with extension of period of 6 months as mutually agreed between the Parties hereto. If the Vendors fail or neglect to give possession of the said Apartment to the Allottee on account of reasons beyond their control and of their agents by the aforesaid date then the Vendors shall be liable on demand refund to the Allottee the amounts already received by them in respect of the said Apartment with interest at the same rate as may mentioned hereinbefore from the date the Vendors received the sum till the date. the amounts and interest thereon is repaid;

PROVIDED THAT the Vendors shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of said Olivia Prime building is delayed on account of -

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent Authority/Court.

- 7.1 **PROCEDURE FOR TAKING POSSESSION:-** The Vendors, upon obtaining the Occupancy Certificate from TMC and receipt of all and full and final

payment from the Allottee as per this Agreement, shall offer in writing the possession of the said Apartment to the Allottee in terms of this Agreement to be taken within 30 days from the date of issue of such notice and the Vendors or Promoters, the Vendors shall give possession of the said Apartment to the Allottee, subject to receipt of full consideration from the Allottee as per this Agreement. The Vendors agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendors. The Allottee agrees to pay the maintenance charges as determined by the Vendors or Promoters or association of Allottees, as the case may be. The Vendors on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the said Olivia Prime building or with respect to the said Apartment.

- 7.2 The Allottee shall take possession of the said Apartment within 15 days of the written Notice from the Vendors to the Allottee intimating that the said Apartment is ready for use and occupancy and as more particularly mentioned in Clause No. 5 herein.
- 7.3 **FAILURE OF ALLOTTEE TO TAKE POSSESSION OF [APARTMENT]:** Upon receiving a written intimation from the Promoters as per Clause (7.1) above, the Allottee shall take possession of the said Apartment from the Vendors by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendors shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause (7.1) above, the Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Vendors or Promoters any structural defect in the said Apartment or the said Olivia Prime building or any defects on account of workmanship, quality of provision of service, then, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters compensation for such defect in the manner as provided under the RERA and Rules made thereunder, Provided that if such defects are of minor nature and/or if the same have occurred due to any internal changes or alterations made by the Allottee in the said Apartment and/or any other allottee in the Olivia Prime building, the Promoters shall not be responsible or able to rectify the same and it shall be the liability and responsibility of the Allottee to carry out the same at his own cost and expense.
- 7.5 The Allottee shall not make any changes, alterations, modifications and shall also not carry on any furniture work or fixture in the said Apartment and/or common passages, areas, lobbies etc. of the said Olivia Prime Building which will be contrary to and/or inconsistent with rules and regulations of TMC and /or any other Local or Planning Authority and this is made essence of this contract and in case of violation or breach of the same by the Allottee, the Promoter shall be entitled to terminate this Agreement.

- 7.6 The Allottee shall not make any changes, alterations, modifications in the said Apartment and/or any part of the said Olivia Prime Building and/or common passages, areas, lobbies etc of the said Building which will affect or alter in any way elevation and/or exterior of said Olivia Prime Building and/or which will be contrary to and/or inconsistent with rules and regulations of TMC and/or any other Local or Planning Authority and this is made essence of this contract and in case of violation or breach of the same by the Allottee, the Promoter shall be entitled to terminate this Agreement. The Allottee shall not make any changes, alterations, modification in the electrical cables, plumbing lines, sewage lines provided for the said Olivia Prime Building and this is made essence of this contract and in case of violation or breach of the same by the Allottee, the Promoter shall be entitled to terminate this Agreement.
- 7.7 The Allottee shall not make any changes, alterations, modifications in the electrical cables, plumbing lines, sewage lines provided for the said Olivia Prime Building and this is made essence of this contract and in case of violation or breach of the same by the Allottee, the Promoter shall be entitled to terminate this Agreement.
- 7.8 The Allottee shall not lay or fix any cable, internet cable or wiring running or touching externally the said Olivia Prime Building otherwise than as provided by the Promoter and this is made essence of this contract and in case of violation or breach for the same by the Allottee, the Promoter shall be entitled to terminate this Agreement.
8. The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for purpose for which the same is permitted as per the Rules and Regulations of TMC or Local Authorities and shall use the said Parking Space only for purpose of keeping or parking vehicle.
9. The Allottee along with other allottees of the apartment in the said Olivia Prime building, shall join in forming and registering the Society or Association 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 registration of the Society or Association or Limited Company and for becoming a member, including the byelaws, rules and regulations, the Memorandum and/or Articles of Association, as the case may be, of the proposed Society, Association or Company and duly fill in, sign and return to the Vendors/Promoters within seven days of the same being forwarded by the Vendors/Promoters to the Allottee, so as to enable the Promoters to register such Society. Association or Company. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, rules and regulations 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
- 9.1 The Promoters shall, within three months of registration of the Society or Association or Limited Company of the said Olivia Prime building, as aforesaid, cause to be transferred to such Society, Association or Company all the right,

title and the interest of the Promoters in the structure of said Olivia Prime building in which said Apartment is situated.

- 9.2 The Promoters shall, within twelve months of completion of work of construction of the said Olivia Prime building and obtaining Occupancy Certificate/Completion Certificate in respect thereof and upon selling and transferring all the flats, shops, premises in the said Olivia Prime building to third parties and for formation and registration of the Society, Association or Company of all the Allottee of the premises in the said Olivia Prime building and putting all the Allottees in possession of their respective premises, cause to be transferred to such Society, Association or Company as aforesaid, all the right title and the interest of the Promoters in the said Property on which said Olivia Prime building is constructed.
- 9.3 Within 15 days after notice in writing is given by the Promoters or Vendors to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the said Property and the said Olivia Prime building constructed thereon namely local taxes, property charges/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 said Olivia Prime building constructed thereon. Until the Society, Association or Company of the said Olivia Prime building is formed and the said: Olivia Prime building is transferred to it, the Allottee shall pay to the Promoters / Vendors such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoters provisional monthly contribution as decided by the Promoters herein for the first period of 2 years towards the aforesaid outgoings. The Allottee shall also pay property tax on the said Apartment from the date of possession to the Promoters besides the aforesaid outgoings (maintenance charges). The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain in a separate account until a Conveyance of the said Olivia Prime building and the said Land is executed in favour of the Society, Association or Company as aforesaid. On such Conveyance being executed for the said Olivia Prime building aforesaid and of Project Land, such amounts less deduction for the expenses incurred shall be paid over by the Promoters to such Society, Association or Company, as the case may be.
10. The Allottee shall on be delivery of possession of the said Apartment, pay to the Vendors, the following amounts:
- i) Rs. Nil/- to be formed of the Allottee of the said Olivia Prime building;
 - ii) Rs. Nil/- for formation and registration of the Society, Association or company to be formed of the Allottees in the said Olivia Prime building;
11. That GST and any other statutory levies as applicable from time to time with respect to sale and allotment of the said Apartment to the Allottee shall be borne by the Allottee. All payments mentioned in Clause No. 9 and 10 written above shall be paid by the Allottee.

12. It is specially agreed and understood that aforesaid amounts shall be paid by the Allottee to the Vendors to defray the cost, expenses, charges etc. made and/or may be required to be incurred by the Promoters from time to time and hence if there is any additional cost, expenses, charges etc required to be paid in these regards, the Allottee shall be able to pay the same when demanded. It is made clear and specific that the Promoters and Vendors shall not be under obligation to maintain separate account in these regards; nor liable to give account thereof to the Allottee hereto, nor the Allottee shall be entitled to demand the same.
13. The Promoters shall, only after completing the construction of the said Olivia Prime building in which the said Apartment is situated as per the said Approved Plans and/or as per the revised/amended plans with the use and utilization of floating FSI/TOR which are got approved by the Promoters from concerned Authority from time to time as stated hereinabove and after obtaining Occupancy Certificate or Completion Certificate in respect of said Olivia Prime building and only upon selling and transferring all the flats, shops, premises in the said Olivia Prime building and formation and registration of the Society, Association or Company of all Allottees of the premises in said Olivia Prime building, cause to be transferred to the Society, Company of Association of the Allottees of the Apartments in said Olivia Prime building all the right, title, claim and interest in the said Property/Land on which said Olivia Prime building is state and said Olivia Prime building (excluding the stilt basement and podium meant for parking) by obtaining or by executing necessary Deed of Conveyance with respect to said Olivia Prime building and of the said Property/Land or any other deed/document. Time for execution of such Deed of Conveyance with respect to said building and of said Property/Land or any other deed or document of transfer in the manner as aforesaid shall arrive only after the entire development of the Project in the manner stated herein is completed by the Promoters in all respects. The Allottee shall also not be entitled to demand such Conveyance Deed until such time.
14. At the time of registration of Conveyance Deed of the structure of the Olivia Prime building and of the said Property/ Land, the Allottee shall pay to the Vendors/Promoters, the Allottee's share of Stamp Duty and Registration Charges payable, by the Society, Association or Company on such Conveyance Deed or any document or instrument of transfer in respect of the said Olivia Prime building. At the time of registration of Conveyance Deed of the said Olivia Prime building and of the said Property/ Land, the Allottee shall pay to the Vendors/Promoters, the Allottee's share of Stamp Duty and Registration Charges payable by the Society, Association or Company on such Conveyance Deed or any document or instrument of transfer the said Olivia Prime building and said Property/Land to be executed in favour of the Society, Association or Company.
15. **REPRESENTATIONS AND WARRANTIES OF VENDORS AND PROMOTERS:-** The Promoters hereby represent and warrant to the Allottee as follows:
- 15.1. The Vendors and Promoters have clear and marketable title with respect to the said Property as declared in the Title Report annexed to this Agreement and have the requisite rights to carry out development upon the said property and

also have actual, physical and legal possession of the said property for implementation of the Project:

- 15.2. The Vendors and Promoters have lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
 - 15.3. There are no encumbrances upon the said property or
 - 15.4. There are no litigations pending before any Court of law with respect to the said Property or Project;
 - 15.5. All Approvals, Licenses and Permits issued by Competent Authorities with respect to the Project, the said Property and said Olivia Prime building are valid and subsisting and have been obtained by following due process of Law. Further, all approvals, licenses and permits to be issued by the Competent Authorities with respect to the Project, said Property and said Olivia Prime building shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the said Property/Land, said Olivia Prime building and common areas;
 - 15.6. The Vendors and Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - 15.7. The Vendors and Promoters 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/ Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
 - 15.8. The Vendors and Promoters confirm that the Vendors and are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
 - 15.9. At the time of execution of the Conveyance Deed of the structure of the said Olivia Prime building and of the said Property/ Land to the Society, Association or Company of the allottees, the Vendors and Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure of the said Olivia Prime building to such Society, Association or Company,
 - 15.10. The Vendors and Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authorities till possession of the said Olivia Prime building is handed over to the Society, Association or Company of the allottees therein;
 - 15.11. 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/ Land) has been received or served upon the Vendors and Promoters in respect of the said Property/ Land and/or the Project except those disclosed in the Title Report.
16. The Allottee or himself with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendors and Promoters as follows:

16.1. To maintain the said Apartment at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the said Olivia Prime building in which the said Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Olivia Prime building in which the said Apartment is situated and the said Apartment itself or any part thereof without the consent of the Local Authorities, if required.

16.2 Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Olivia Prime building in which the said Apartment is situated or storing which goods is objected to by the concerned Local or other Authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the Olivia Prime building in which the Apartment is situated, including entrances of the Olivia Prime building in which the Apartment is situated and in case any damage is caused to the said Olivia Prime building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

16.3 To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Vendor and/or Promoter to Allottee and shall not do or suffer to be done anything in or, to said Olivia Prime building in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned Local Authority or other Public Authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned Local Authority and/or other Public Authority.

16.4 Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Olivia Prime building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenable repair and condition and in particular, so as to support shelter and protect the other parts of the said Olivia Prime building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Apartment without the prior written permission of the Promoters and/or the Society, Association or Company of the allottees in the said Olivia Prime building.

16.5 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the said Olivia Prime building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

16.6 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project Land and the said Olivia Prime building in which the said Apartment is situated.

16.7 To Pay to the Vendors/Promoters within fifteen days of demand by the Vendors/Promoters their share of security deposit, costs, charges, expenses demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Olivia Prime building in which the said Apartment is situated.

16.8 To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee for any purposes other than for the purpose for which the same is allotted;

16.9. Not to erect or fix grills to windows, balconies, other openings in the said Apartment otherwise than the design and specifications finalized by the Promoters which have been made known to the Allottee;

16.10. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee to the Vendors under this Agreement are fully paid up and until the Society, Association or Company of the allottees in the said Olivia Prime building is formed and registered and the said Olivia Prime building is handed over to such Society, Association or Company as the case may be and if the Allottee transfers the said Apartment and said Parking Space to any third party before such time, the Allottee shall have to obtain written consent and no objection from the Vendors.

16.11. The Allottee shall observe and perform all the rules and regulations which the Society, Association or Company of the allottees of the said Olivia Prime building may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Olivia Prime building and the said Apartment therein and for the observance and performance of the Olivia Prime building Rules, Regulations and Bye-laws for the time being of the concerned Local Authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society, Association or Company of the allottees of the said Olivia Prime building regarding the occupancy and use of the Apartment in the said Olivia Prime building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

16.12. Till a Conveyance Deed of the structure of the said Olivia Prime building and of the said Property Land is executed in favour of Society, Association or Company of the allottees in the said Olivia Prime building, the Allottee shall permit the Promoters and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Olivia Prima building or any part thereof to view and examine the state and condition thereof;

16.13. The Vendors shall maintain a separate account in respect of sums received by the Vendors from the Allottee as advance maintenance charges and shall utilize the amounts only for the purpose for which they have been received.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment and said Olivia

Prime building or any part thereof and any part of the said Property/ Land. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters/Vendors herein until the structure of the said Olivia Prime building and the Project Land is transferred to the Society, Association, or Company or other body of the allottees in the said Olivia Prime building.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Vendors do not create a binding obligation on the part of the Vendors or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Vendors and/or Promoters. Allottee fails to execute and deliver to the Vendors and/or Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendors and/or Promoters, then the Vendors and/or Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums paid by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject hereof and supersedes any and all understandings, any other Agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment, the said Olivia Prime building and/or the said Land or any part thereof, as the case may be.

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES

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 Allottee of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

22. SEVERABILITY

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 and/or the Rules and Regulations made thereunder and/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.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottees in Project the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the apartments in the Project.

24. 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.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendors and Promoters through its authorized signatory at the Vendors' Office, or at some other place, which may be mutually agreed between the Vendors, Promoters and the Allottee, in after the Agreement is duly executed by the Allottee, Vendors and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar, Hence this Agreement shall be deemed to have been executed at Thane.

26. The Allottee, Vendors and/or Promoters shall present this Agreement as well as the Conveyance Deed as aforesaid at the proper registration office of registration within the time limit prescribed by the Registration. Act and Vendors , and/or the Promoters will attend such office and admit execution thereof.

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

Mrs. Pinky Chintu Jivavat & Mr Chintu Jayantilal Jivavat

Address: 111/A, Green Park Building, Edulji Road, Charai, Thane West – 400601

Notified Email ID: _____

M/S. NAVKAR HEIGHTS,

Address: Nucleus Diagnostic Centre, Beauty Arcade, 1st floor, Opp. Pratap Talkies, Khopat, Thane West - 400601.

Notified Email ID: _____

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

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Vendors or Promoters to the Allottee whose name appears first and at the address given by him

which shall for all intents and purposes to consider as properly served on all such Joint Allottees.

29. GOVERNMENT TAXES AND DUTIES: The charges towards stamp duty and Registration of this Agreement shall be borne by the Vendor. The Allottee shall bear G.S.T as applicable from time to time on said premises.

30. DISPUTE RESOLUTION: Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably the same shall be referred to the Regulatory Authority as per the provisions of RERA and Rules and Regulations, thereunder.

31. GOVERNING LAW

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

First Schedule

(The said Property/Project Land)

All that piece and parcel of the land bearing Survey Number 43, Hissa No 2B/3/2 admeasuring about OH-14R-OP i.e. 1400 Sq. mtrs. Situate at M. D. Joshi Road, Village Panchapakhadi, Tal & Dist. Thane, then within the limits of Thane Municipal Council and since 1984 within the limits of Thane Municipal Corporation, Registration District and Sub-District Thane.

Second Schedule

(Apartment)

The Residential Premises being **Flat No. 1003**, having Carpet area 2295 sq. ft. inclusive of Enclosed Balcony (excluding A. Projection area), which is equivalent to 213.20 sq mtrs plus Terrace area 243.48 sq. ft. equivalent to 22.62 sq mtrs, **on the 10th Floor** along with Four Nos. of Parking **Space/s on P1 level in the said Olivia Prime building to be constructed on the Project Land.**

Third Schedule

(Description, nature & extent of the common areas & facilities)

- 1) Common terraces on the top of the Olivia Prime building
- 2) 2 passenger elevators & 2 car elevators
- 3) Common staircase, landings, common passages.
- 4) The electrical installations, common lightings
- 5) Pump Room, Suction Pumps, Water Lines, Overhead and Underground Water Tanks
- 6) Drainage lines, Sewage Lines and Water connection
- 7) CC TV camera systems
- 8) Compound Wall, Common Gates
- 9) Fire Fighting systems Recreation area on the Amenity floor.
- 10) Solar system
- 12) Power backup for common areas

IN WITNESS WHEREOF parties hereto have hereunto set and subscribed their hands to these presence on the day and year first written herein above.

SIGNED AND DELIVERED

By the Within named **Vendors**

M/S. NAVKAR HEIGHTS

Represented through their Partners

Mr. Kamlesh Moolchand Jain

Mr. Amit Vasant Haria

in the presence of :

1

2

SIGNED AND DELIVERED

By the Within named Promoters - Confirming Party

M/S. SKYLINE BUILDPRO,

Represented through its POA Holder

M/s. Navkar Heights Through Partners

Mr. Kamlesh Moolchand Jain

Mr. Amit Vasant Haria

in the presence of :

1

2

SIGNED AND DELIVERED

By the Within named Allottee/s:

(1) MRS. ANITA RAJESH MUTHA

in the presence of :

1

2

RECEIPT

RECEIVED of and from the withinnamed Allottee/s sum of **Rs. 25,00,000/-** (**Rupees Twenty Five Lacs** Only) as per clause 1.2 above, being the part Price or consideration payable hereunder towards the allotment of the said flat/Premises and the details of payment are as under:-

Cheque/Tr No.	Date	Drawn on	Amount (Rs.)
Total			25,00,000/-

I SAY RECEIVED

Rs. 25,00,000/-

Partners of - **M/S. NAVKAR HEIGHTS**

Vendors

WITNESSES:

1.

2.