

AGREEMENT FOR SALE

THIS AGREEMENT made at Navi Mumbai, on this ____ day of _____ **2023**

BETWEEN

M/S. R. S. BUILDERS & DEVELOPERS a Partnership Firm (having IT PAN NO. AAFFR1578K), registered under Indian Partnership Act 1932(through its Partners MR.SUNIL D. KHANNA & MR. SHABAD BATRA) and having its Office at Office No.614, The Great Eastern Galleria, Plot No.20, Sector-4, Nerul, Navi Mumbai-400 706 (hereinafter referred as "PROMOTER" which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its executors, administrators attorney and assign of the ONE PART.

AND

1. SANJAY KUMAR (Holding PAN: ASJPK4841L Aadhar : 3774-5308-4253) an adult, Indian Inhabitant & at present residing at S/o Vijay Singh, 57/3 Adenwala Road, Near Five Garden, Matunga East, Mumbai-400 019. (hereinafter referred as "ALLOTTEE/S" which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrator, attorney and assigns) of the OTHER PART.

WHEREAS:

1. The City Industrial Development Corporation of Maharashtra Limited (CIDCO Ltd.) is a Government undertaking (hereinafter referred as "THE CORPORATION") The Corporation is a new Town development authority

declared for the area designated as the Site for the new town of Mumbai by the Government of Maharashtra in exercise of its powers under Sub-Section (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act 1966 (Maharashtra XXXVII of 1966) (hereinafter referred as "THE SAID ACT") The said Corporation is a Company established under the Company's Act 1956 (1) and having its registered office at Nirmal, 2nd Floor, Nariman Point, Mumbai-400 021.

2. The State Government in pursuant to Section 113-A the Maharashtra Regional Town Planning Act (hereinafter referred as "MRTP ACT") acquired the land vested in City and Industrial Development Corporation of Maharashtra Ltd., for its development and disposal.

By virtue of being the Development Authority the Corporation has been empowered under Section 118 of the said accordance with the proposal approved by the State Government under the said Act.

3. By an Agreement to Lease dated **30th April 1997** executed by the City and Industrial Development Corporation of Maharashtra Ltd., therein and herein after referred to as "the Corporation" of the one part in favour of **1. SHRI.KRUSHANABAI KISAN THAKUR, 2. SHRI GANESH KISAN THAKUR, 3. SMT. MALIKA VAMAN THAKUR, 4. SHRI SADASHIV NARAYAN THAKUR, 5. SHRI ANIRUDHA NARAYAN THAKUR, 6. SMT. KALUBAI NARAYAN DARAVKAR & 7. SMT. GANGUBAI KESHAV THAKUR,** therein referred to as the Original Licensees of other part, the corporation has agreed to lease to the said Licensee, under Gaothan Expansion 12.5% Scheme the land of **Plot No.4, Situated in, Sector-34B, Village Owe-Kharghar, in Navi Mumbai, Tal.Panvel & Dist.Raigad** containing by measurement **1900.06 Sq. mtrs.** thereabouts (hereinafter for the sake of brevity referred to as "the said Property") more particularly described in the Schedule written hereunder and there under, for residential-cum-commercial use for 60 years lease and on the terms and conditions as contained therein.

4. In pursuance of the said Agreement to Lease, the corporation handed over Possession of the said plot to the Licensee to enable them to construct a building on the said plot for residential-cum-commercial use. The above-named Original Licensees has paid the said premium in full to the Corporation and the Corporation granted permission of license to the Lessee to enter upon the said land for the purpose of erecting residential building as per plan approved by the concerned authority of CIDCO Ltd.

5. AND WHEREAS the said Original Lessee/Licensee has sold, transferred, assigned & relinquished their leasehold rights in respect of the said Plot No.4 Situated at Sector-34/B, Owe-Kharghar, Navi Mumbai, Dist. Raigad to **M/S. MAITRI GROUP BUILDERS & DEVELOPERS (through its Prop. MR.RAMAJEE JIVARAJ GALA)** (therein referred as the NEW LICENSEE) for proper consideration Vide Tripartite Agreement Dated 22nd May 2006 executed between 1)**CIDCO Ltd.**,2) **1. SHRI KRUSHANABAI KISAN THAKUR & 6 others** (Original licensees) & 3) **M/S. MAITRI GROUP BUILDERS & DEVELOPERS (through its Prop. MR. RAMAJEE JIVARAJ GALA)** and registered at sub-registered office Panvel-3, vide Document No.PAVEL3/03640 /2006 and Receipt No. 3646.

AND WHEREAS the said New Licensee **M/S. MAITRI GROUP BUILDERS & DEVELOPERS** has sold, transferred, assigned & relinquished their leasehold rights in respect of the said Plot No.4 Situated at Sector-34B,Owe-Kharghar, Navi Mumbai, Dist. Raigad to **M/S. DEVKRUPA ENTERPRISES** (therein referred as the PRESENT LICENSEE) for proper consideration Vide Tripartite Agreement Dated 7th September 2006 executed between 1) **CIDCO Ltd.**, 2) **M/S.MAITRI GROUP BUILDERS & DEVELOPERS** (New licensee) & 3) **M/S. DEVKRUPA ENTERPRISES** and registered at sub-registered office Panvel-3, vide Document No.PAVEL3/ 06420 /2006 and Receipt No. 6454.

AND WHEREAS the said Present Licensee **M/S. DEVKRUPA ENTERPRISES** has sold, transferred, assigned & relinquished their leasehold rights in respect of the said Plot No.4 Situated at Sector-34B, Owe-Kharghar, Navi Mumbai, Dist.Raigad to **M/S. R. S. BUILDERS AND DEVELOPERS** (therein referred as the SUBSEQUENT NEW LICENSEE & hereinafter referred as the PROMOTER) for proper consideration Vide Tripartite Agreement Dated 18th December 2007 executed between 1) **CIDCO Ltd.**, 2) **M/S. DEVKRUPA ENTERPRISES** (Present licensee) & 3) **M/S. R.S.BUILDERS AND DEVELOPERS** and registered at sub-registered office Panvel-3, vide Document No.PAVEL3/12327/2007 and Receipt No.12496.

And Whereas the Corporation has transferred the said Plot in the name of Subsequent Licensee/ Promoter vide its letter bearing No.CIDCO/ESTATE / SATYO/KHARGHAR/147/2008 Dated 2nd January 2008.

6. In pursuance of the said Agreement to Lease & Tripartite Agreements, the PROMOTER are fully entitled to develop the said plot and to construct a building/buildings thereon for residential-cum-commercial purpose in accordance with the said Agreement and thereby authorized to sell the units thereon to the prospective ALLOTTEE/S and to receive the sale proceeds thereof and to appropriate the same towards the construction of the said building.

7. The CIDCO of Maharashtra Ltd. by its Development permission – cum – commencement Certificate No.CIDCO/ATPO/ 072 dated 13th April 2011 granted its permission to commence construction on the said plot subject to the terms and conditions as contained therein. A copy whereof is annexed hereto at Annexure-I .

8. The PROMOTER have got the plans, designs and specifications for constructing the building/buildings on the said plot approved by the Corporation and other connected authorities and has obtained the Commencement Certificate in respect thereof.

9. The building being constructed on the plot shall be known as “**R.S.EXOTICA**”.

10. The PROMOTER have obtained from his Advocate Mr. R R Sharma, Advocate, a certificate relating to the title to the property and a copy thereof is hereto annexed as Annexure-II

11. The ALLOTTEE/S demanded from the PROMOTER and the PROMOTER have given to the ALLOTTEE/S inspection of all the documents of title relating to the said property viz. Agreement to Lease, Development Agreement, Tripartite Agreement and the plans, designs and specifications prepared by the Architect of the PROMOTER and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale and Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the Rules made there under and has satisfied himself/herself about the title of the PROMOTER to the said property and his right to develop the same and has agreed to purchase **Flat No. 303, Situated on 3rd Floor**, in the Complex known as “**R.S.EXOTICA**” being constructed on the portion of the said property and which is earmarked and colored in red color in the floor plan annexed hereto as Annexure-III, and more particularly described in the first schedule hereunder written (hereinafter referred to as "the said premises") for a total consideration of

Rs.71,00,000/- (Rupees Seventy One Lakhs Only) and the terms and conditions hereinafter appearing.

Prior to the execution of this presents the Flat ALLOTTEE/S has paid to the PROMOTER a sum of **Rs.15,00,000/- (Rupees Fifteen Lakhs Only)** being the earnest money and the receipt whereof is admit and acknowledge by the PROMOTER.

12. The ALLOTTEE has perused the above agreements and appointments and agreed thereto.

13. The PROMOTER accepts the professional supervision of the Architect, the Structural Engineer and Contractor till the completion of the building subject to the terms and conditions of the said agreements/appointment letter.

14. The PROMOTER has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai Under No. **P52000006872** on Dt.16/08/2017

15. The ALLOTTEE has agreed to purchase and acquire from the PROMOTER, **Flat No. 303**, on the **3rd Floor**, in “**R S EXOTICA**” Building, admeasuring **carpet area 24.929 Sq. Mtrs** of the project titled as “**R S EXOTICA**”, (hereinafter referred to as the ‘**Said Flat**’) on Ownership basis, as per the Floor Plan annexed hereto and marked as ‘**Annexure-C**’ which is more particularly described in ‘**Third Schedule**’ written hereunder and having internal amenities as provided in ‘**Fourth Schedule**’.

16. The carpet area as mentioned in clause ‘**15**’ above means the net usable floor area of an 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 Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat.

17. Under Section 13 of the RERA Act, the PROMOTERS are executing this written Agreement for Sale for said Flat with the ALLOTTEE.

18. At and before the execution of these present, the ALLOTTEE has paid to the PROMOTER a sum of **Rs.15,00,000/- (Rupees Fifteen Lakhs Only)** being “**Flat Cost**” of the **said Flat** agreed to be sold by the PROMOTER to the

ALLOTTEE the receipt whereof the PROMOTER both hereby admit and acknowledge.

19. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

1. **PROJECT, CONSIDERATION AND TAXES:**

1.1 The PROMOTER is entitled to construct the said one Residential buildings named "**R S EXOTICA**" containing **Ground + Nineteen** cumulatively consisting of **66 number of Residential Flats and 4 number of Shops** of different carpet areas thereby admeasuring **2431.301 Sq. mtrs and 408.88 Sq.mtrs respectively** and shall be developed under the name "**R S EXOTICA**" (hereinafter referred to as "**the said entire project**") situated on Plot of Land being **Plot No.4, Sector-34/B, at Owe-Kharghar, Navi Mumbai, Taluka-Panvel, Dist. Raigad**, in accordance with the plans, design, specifications approved by the Town Planning Officer (BP) Navi Mumbai & Khopta of the City and Industrial Development Corporation of Maharashtra Limited (CIDCO), by its development permission-cum-Commencement Certificate under Reference No. 072, **dated 13/04/2011** which is appended hereto and is marked **Annexure-A**.

1.2 In case of any further amendment to the plan due to any addition/alteration to the existing floors due to additional FSI being available or otherwise, the PROMOTER shall seek prior consent of the ALLOTTEE, if such addition/alteration is adversely affecting the ALLOTTEE. In case of any further amendment to the plan due to any addition/alteration to the existing floors due to compulsion or direction of CIDCO or any other planning authority, then no consent shall be required from the ALLOTTEE and ALLOTTEE with the execution of this agreement has agreed for any such alteration / modifications required under law.

1.3 The ALLOTTEE, being satisfied with the documents produced, hereby agrees to purchase from the PROMOTER and the PROMOTER agrees to sell to the ALLOTTEE, a Residential Flat being **Flat No. 303, 3rd Floor**, admeasuring carpet

area **24.929** Sq. Mtrs in the "**R S EXOTICA**" building of the project titled as "**R S EXOTICA**", as per the Floor Plan annexed hereto and marked as '**Annexure-C**' (hereinafter referred to as "**said Flat**") which is more particularly described in '**Third Schedule**' for the consideration of **Rs.71,00,000** /- (Rupees Seventy One Lakhs Only) (hereinafter referred to as '**the said Consideration**'). The amenities to be provided in the said Flat are described in **Fourth Schedule**.

1.4 The ALLOTTEE has, before execution hereof, paid to the PROMOTER a sum of **Rs.15,00,000** /- (**Rupees Fifteen Lakhs Only**) as part/token payment towards the purchase of the said Flat (the payment and receipt whereof the PROMOTER hereby admits and acknowledges and of and from the same and every part thereof hereby forever acquits, releases and discharges the ALLOTTEE, his heirs, executors and assigns);

1.6 The ALLOTTEE shall deduct tax at source on the consideration amount at the prevalent rate, if applicable and furnish a TDS certificate to the PROMOTER on or before the date of registration of this agreement and the promoter receives TDS certificate.

1.7 The receipt for the payment made shall be issued by the PROMOTER only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the PROMOTER.

1.8 The ALLOTTEE shall be liable to pay and hereby agrees to pay to PROMOTER any statutory taxes (as made applicable or amended from time to time) like GST or any other charges, levy, tax, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the ALLOTTEE at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter then the ALLOTTEE shall make over such payment to ALLOTTEE within 7 days upon receiving a notice of demand from PROMOTER.

1.9 The cost of valuation report charges, stamp duty, registration charges, legal charges, society formation charges, conveyance charges of land and other out of pocket expenses on this transaction shall be borne by the ALLOTTEE only.

Further, the ALLOTTEE shall take immediate steps to get this deed registered under the Registration Act, 1908 by making payment of stamp duty. The PROMOTER undertake to make themselves available through authorized representative for purpose of registration at 'Seven days notice' from ALLOTTEE. The PROMOTER shall not be liable under any law for any delay, laches and / or negligence shown by the ALLOTTEE in presenting this agreement for registration before the competent authority.

1.10 The consideration is exclusive of Contribution (being common maintenance charges as detailed in clause [9] and of any statutory levies and taxes as are or will be applicable or payable hereunder in respect of the said Flat. The ALLOTTEE confirms and agrees that from the date possession of the said Flat is handed over to the ALLOTTEE, all such taxes, levies and Contribution shall be borne and paid by the ALLOTTEE.

1.11 The 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 PROMOTER undertakes and agrees that while raising a demand on the ALLOTTEE for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTER shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter cum Invoice being issued to the ALLOTTEE, which shall only be applicable on subsequent payment.

1.12 The PROMOTER shall confirm the final carpet area that has been allotted to the ALLOTTEE after the construction of the Building 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 three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTER. If there is any reduction in the carpet area over and above the defined limit then PROMOTER 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 PROMOTER 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 **1.3** of this Agreement.

1.13 The ALLOTTEE authorizes the PROMOTER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the PROMOTER may in its sole discretion deem fit and the ALLOTTEE undertakes not to object/demand/direct the PROMOTER to adjust his payments in any manner.

1.14 The PROMOTER shall under normal conditions develop the said project in accordance with the plans, designs, specifications approved by the competent authority and which have been seen and approved by the ALLOTTEE with only such variations as may be required to utilize the total available FSI and as approved by the competent authority or the Government. If required, the PROMOTER shall carry out minor modifications as may be deemed fit.

1.15 The ALLOTTEE shall make payment of the installments as stated in Schedule of payment as mentioned in **Annexure-D** above immediately upon it becoming due, without any delay or demur for any reason whatsoever failing which the outstanding amount shall carry interest @ such rates as prescribed under law till the time of payment or realization.

1.16 Without prejudice to its rights and remedies under this Agreement, the ALLOTTEE hereby agrees that in the event that any portion of the Consideration is not paid by the ALLOTTEE within the time periods as set out in this Agreement, the PROMOTER shall have a charge on the said Flat to the extent of the unpaid amount, except the cases where non-payment is on account of or attributable to default by the PROMOTER in compliance of its obligations hereunder.

2. NOTICE OF DEMAND, TIME ESSENCE OF CONTRACT, DEFAULTS AND CONSEQUENCES THEREOF:

2.1 Time is essence for the PROMOTER as well as the ALLOTTEE. The PROMOTER shall abide by the time schedule for completing the said project handing over the said Flat to the ALLOTTEE and the common areas to the association of the ALLOTTEEs after receiving the occupancy certificate or the completion certificate or both, as the case may be.

2.2 After registration of Agreement the Allotee shall make payment within 15 days of demand. Failing which 24% (p.a.) interest shall be payable by the Allotee to the promoters on the said demand.

2.3 Notice of demand shall be sent through Registered Post Acknowledgement Due (RPAD)/ Speed post/ OR notified Email address mentioned in clause [34] hereinafter and such dispatch/notification shall be treated as sufficient compliance from PROMOTER. Thereafter the ALLOTTEE shall be barred from claiming the non-receipt of the notice of demand.

2.4 Timely payment of all the above installments/amount on their respective due dates is the essence of this contract/Agreement. The possession of the said unit shall be handed over to ALLOTTEE by the PROMOTER only upon receipt of all payment including taxes and other charges within stipulated time.

2.5 The possession of the said Flat shall be handed over to ALLOTTEE by the PROMOTER only upon receipt of all payment including taxes and other charges within stipulated time.

2.6 If the PROMOTER fails to abide by the time schedule for completing the said Building and handing over the Flat to the ALLOTTEE, the PROMOTER agrees to pay to the ALLOTTEE, who does not intend to withdraw from the project interest as specified in the RERA 2016 on all the amounts paid by the ALLOTTEE, for every month of delay, till the handing over of the possession.

2.7 Following shall be deemed to be default on the part of ALLOTTEE:

- a. Default in making timely payment of sums due as mentioned in this agreement;
- b. Creating nuisance on the site resulting in danger/damage to the said project land, threat to life;
- c. Delay in accepting the possession of the Flat within a period of 03 (Three) months on intimation to take possession by PROMOTER;
- d. Failure to execute and sign documents required for the formation of Society within time frame provided under law;
- e. Refusing to take membership of Society formed for the said project;

- f. Breach of any terms and conditions of this agreement.
- g. Breach of any law or provisions thereto.
- h. Obtain forceful occupancy/ possession of said Flat before receipt of occupation certificate by competent authority.

The ALLOTTEE shall not be in default if he removes/remedies such breach within 15 days of notice from the PROMOTER to the ALLOTTEE.

2.8 On the ALLOTTEE committing default in payment on due date of any amount due and payable by the ALLOTTEE to the PROMOTER under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the ALLOTTEE agrees to pay to the PROMOTER interest @ such rates as prescribed under law till the time of payment or realization on all the amounts which become due and payable by the ALLOTTEE to the PROMOTER under the terms of this Agreement from the date the said amount is payable by the ALLOTTEE to the PROMOTER. However such entitlement of interest shall not be deemed to be a waiver of PROMOTER's right to terminate this agreement as per the provisions of this agreement.

2.9 Without Prejudice to the right of the PROMOTER to charge interest, in terms of clause 2.8 above, on the ALLOTTEE committing default in payment on due date of any amount due and payable by the ALLOTTEE to the PROMOTER under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the ALLOTTEE committing three defaults of payment of installments, the PROMOTER shall be entitled at his own option to terminate this Agreement unilaterally. Provided that, the power of termination hereinbefore contained shall not be exercised by the PROMOTER unless and until the PROMOTER shall have given to the ALLOTTEE Fifteen days prior notice in writing of his 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 and default shall have been made by the ALLOTTEE.

2.10 That the ALLOTTEE shall not be entitled to raise any objection to termination made by the PROMOTER if the conditions as mentioned in this agreement hereinabove are not fulfilled and that PROMOTER shall be authorized to unilaterally register the cancellation deed with the registrar without any recourse

to the ALLOTTEE. In case of termination of this agreement as per clause 2.9 above, the PROMOTER shall forfeit 10% of agreement value or Rs.3 Lakhs (whichever is higher) from the consideration amount paid by ALLOTTEE till the date of termination. The PROMOTER shall also deduct cancellation and other direct charges and shall refund the balance amount to the ALLOTTEE. Such refund to the ALLOTTEE shall be within Sixty days of termination. Further, ALLOTTEE shall not be entitled to claim refund from the PROMOTER the amounts paid by the ALLOTTEE to the government namely service tax/VAT/GST, Stamp duty, Registration and legal charges. Since the ALLOTTEE has defaulted, the PROMOTER shall not be liable to pay to the ALLOTTEE any interest on the amount so refunded. Upon termination of this Agreement the PROMOTER, shall be at liberty to dispose of and sell the Flat to such person and at such price as the PROMOTER may in his absolute discretion think fit. However, in case ALLOTTEE challenges such termination before any authority, then PROMOTER shall be entitled to hold the refund till conclusion of such dispute.

2.11 Any payment/s made by the ALLOTTEE/S/s to the Promoter shall be first appropriate towards GST, then interest and the balance, if any, towards the principal sums of the installments of the said consideration

3. **POSSESSION OF FLAT AND FORCE MAJEURE:**

3.1 The PROMOTER shall give possession of the Flat to the ALLOTTEE on or **after receiving the whole** realization of all the amounts payable by the ALLOTTEE under this Agreement and receipt of all approvals from competent authority.

3.2 If the PROMOTER fails or neglects to give possession of the Flat to the ALLOTTEE on account of reasons beyond his control and of his agents by the aforesaid date then the PROMOTER shall be liable on demand to refund to the ALLOTTEE the amounts already received by him in respect of the Flat with interest at the rates prescribed under law herein above from the date the PROMOTER received the sum till the date the amounts and interest thereon is repaid.

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

- i. War, Civil commotion or Act of God ;
- ii. Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- iii. Any other reason beyond the control of the PROMOTER and provided under law in force.
- iv. Any delay by Govt. authorities in issuing the Occupancy Certificate

3.3 The PROMOTER, upon obtaining the occupancy certificate from the CIDCO or from any other Competent Authority and the payment made by the ALLOTTEE as per the agreement shall offer in writing the possession of the Flat to the ALLOTTEE in terms of this Agreement to be taken within 10 (Ten days) from the date of issue of such intimation and the PROMOTER shall give possession of the Flat to the ALLOTTEE. The PROMOTER on its behalf shall offer the possession to the ALLOTTEE in writing within 7 days of receiving the occupancy certificate of the Project.

3.4 The ALLOTTEE shall take possession of the Flat within 10 (Ten Days) days of the written notice from the PROMOTER to the ALLOTTEE intimating that the said Flat is ready for use and occupancy.

3.5 Upon receiving a written intimation from the PROMOTER as per clause the ALLOTTEE shall take possession of the Flat from the PROMOTER by executing necessary letter, receipts, indemnities, undertakings, deed and such other documentation as required under in this Agreement and the PROMOTER shall give possession of the Flat to the ALLOTTEE. In case the ALLOTTEE fails to take possession within the time provided in clause 3.4, then such ALLOTTEE shall continue to be liable to pay maintenance charges as applicable even though the Allottee has not taken the possession of the Flat. On the PROMOTER offering possession of the said Flat to the ALLOTTEE, the ALLOTTEE shall be liable to bear and pay his/her/their proportionate share in the consumption of electricity and water.

3.6 The PROMOTER shall not be liable for any loss, damage or delay due to Maharashtra State Electricity Distribution Co. Ltd. or any other Electricity supply company causing delay in sanctioning and supplying electricity or due to the corporation/local authority concerned causing delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the said Flat.

4. **PROJECT COMPLETION**

4.1 The PROMOTER completed the said project by 23/12/2022 with CIDCO OC Certificate No.BP-8000/10225.

5. **DEFECT LIABILITY:**

5.1 If any structural defects of workmanship quality or provision of service is discovered within five years of handing over the possession of the said unit to Allottee, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defects in the manner as provided under the Act. This warranty is applicable only if after occupying the unit the Allottee maintains the unit in the same condition as it was handed over to him by the Promoter. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen bathrooms, enclosing balconies flower bed, extending rooms, changing floors, plumbing systems, electrical wiring, sanitary systems and fitting, fixing falls ceiling or doing any work affecting and damaging the columns and/ or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or society or association, this warranty shall stand lapsed. Further, in the following cases where the Allottee (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Allottee and/or its tenants load heavy luggage in the lift (iii) Damage any portion of the neighbour's unit or common area by drilling or hammering etc. and (iv) Does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the Promoters shall not be invocable.

6. **FORMATION OF THE COMMON ORGANISATION**

6.1 **“Common Organization”** means a Co-Operative Housing Society of the ALLOTTEE's of the said Building, as the PROMOTER and to whom the PROMOTER shall transfer and convey the said project and land in accordance with the terms hereof.

6.2 The PROMOTER shall form a Society for the Building within the time frame provided under law. The ALLOTTEE along with other ALLOTTEE(s) of Flats in the building shall join in forming and registering the Common Organisation

to be known by name “**R S EXOTICA Co-operative Housing Society Ltd.**” for this purpose the PROMOTER 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 common organisation and for becoming a member, including the bye-laws of the common organisation and duly fill in, sign and return to the PROMOTER within seven days of the same being forwarded by the PROMOTER to the ALLOTTEE, so as to enable the PROMOTER to register the common organisation of ALLOTTEE. No objection shall be taken by the ALLOTTEE if any, changes or modifications are made in the draft bye-laws by the Registrar of Co-operative Societies or any other Competent Authority.

6.3 In the event any of the flats in the said Building are unsold at the time of formation and registration of the Common Organization, then the PROMOTER shall retain such unsold flats as the PROMOTER thereof.

6.4 Subject to the rights of the ALLOTTEE to the said Flat not being adversely affected, the ALLOTTEE shall cooperate in passing necessary resolution confirming the right of the PROMOTER as and when the PROMOTER shall require the Common Organisation to pass such a resolution, to carry out additional construction on the said Buildings as stated in this Agreement, and also confirming the right of the PROMOTER to sell on ownership basis other flats of the said Buildings.

7. **CONVEYANCE/LEASE OF SAID PROJECT LAND:**

7.1 The PROMOTERS shall, within six months (06) from the date of receipt of the Occupancy Certificate for the said project land and buildings situated cause to convey, the buildings along with common area and amenities and said project land by obtaining/or executing the necessary Lease deed of the said project land (subject to the extent as may be permitted by the CIDCO in favour of such Society. Such conveyance shall be in keeping with the terms and provisions of this Agreement.

7.2 The common amenities as specified in **Second Schedule** shall be conveyed/transferred to the common organization upon completion Development of the said project land.

7.3 The cost of conveyance\lease of the said project land to common organization shall be borne by the ALLOTTEE(s) collectively and they shall come forward to accept lease of the said project land in the name of common organization formed within 10 days of receiving intimation for such conveyance from the PROMOTER.

8. **OPERATION OF BANK ACCOUNT:**

8.1 The Payment shall be made by the ALLOTTEE by drawing cheque/ DD/RTGS Managers Cheque in the name of “**R. S. BUILDERS AND DEVELOPERS**” payable at Navi Mumbai.

8.2 The ALLOTTEE shall also pay CIDCO transfer charges and other statutory dues which may be levied from time to time.

8.3 In addition to the above amounts the Allotee shall also pay GST and other applicable taxes as per prevalent rates and rules and regulations through separate cheque drawn in the name of “**R. S. BUILDERS AND DEVELOPERS**” payable at Navi Mumbai.

9 **COMMON MAINTENANCE CHARGES:**

9.1 Commencing a week after intimation cum notice in writing is given by the PROMOTER to the ALLOTTEE that the said Flat is ready for use and occupation, the ALLOTTEE shall be liable to pay for proportionate share of outgoings in respect of the said project land and Building/s namely local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, security, sweepers and all other expense necessary and incidental to the management and maintenance of the building of the said project land. Such proportionate share of expense shall be calculated on the basis of carpet area of the said Flat with effect from the date of issuance of Occupation Certificate by the CIDCO or any other Competent Authority.

9.2 The above consideration towards the flat includes the common maintenance charges (like electricity of common areas, security, property tax, maintenance of common areas, salaries) for twelve months until conveyance/lease of said project land is executed in favour of the Society. The amounts so paid by

the ALLOTTEE to the PROMOTER shall not carry any interest and remain with the PROMOTER until a conveyance/lease is executed in favour of the Society as aforesaid. The ALLOTTEE undertakes to pay further such contribution required within Ten days of receiving notice that the said Flat is ready for possession and shall not withhold the same for any reason whatsoever.

Provided that if the ALLOTTEE does not pay its share of the common maintenance charges within 10 days of receiving the notice of demand in this regard then the PROMOTER shall be entitled to levy interest @ 15% on such delayed payment from the date when the payment is due till the date of actual payment.

9.3 That the PROMOTER shall not be liable to repair or maintain the common areas like staircase, lifts, lobbies if these are damaged by the ALLOTTEE while shifting goods or while getting interior work done in the Flat purchased. The ALLOTTEE shall be liable to restore the original position of damaged areas at his own cost and effort.

9.4 Where the ALLOTTEE has to make any payment in common with other ALLOTTEES in said Project, the same shall be in proportion with the carpet area of the said Flat bears to the total carpet area of all the said Flat in the said project land.

10. **RESTRICTIVE COVENANT:**

10.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat unless all amounts as agreed upon in this agreement is paid by the ALLOTTEE to the PROMOTER and unless this agreement is duly stamped under the Bombay Stamp Act and registered under the Registration Act, 1908.

10.2 The ALLOTTEE shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her. All open space, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the PROMOTER until the Building and land is conveyed/leased to the Society.

11. **RESTRICTIVE COVENANT RELATED TO CAR PARKING:**

On the request of the customer, **Stilt Car parking** has been allotted to **Flat No.303** at no extra cost.

12. UTILITIES AREA

12.1 The ALLOTTEE shall also be entitled to certain Limited common areas and facilities as per approved plan at no extra consideration Balcony 5.042 sqmt, CB Area 4.128 sqmt, Terrace Area 4.672 sqmt. FB Area 2.336 sqmt.

13. DISCLOSURES, PRESENTATIONS AND WARRANTIES OF THE PROMOTER:

13.1 The ALLOTTEE declares and confirms that before execution of this Agreement, the PROMOTER has disclosed to the ALLOTTEE the title of the PROMOTER in respect of the said project land, and the ALLOTTEE has taken inspection of the documents as mentioned in recital hereinbefore.

13.2 The ALLOTTEE further confirms that it has satisfied itself in respect of the title of the PROMOTER in respect of the said project land, and shall not raise any queries or objections in that respect.

13.3 The PROMOTER at his own risk and responsibility may avail, loan/financial assistance from Banks/ Financial institutions for development of the said project land and as a security for the payment thereof may create security on the said project land together with the Buildings constructed thereon. The ALLOTTEE hereby grants his/her/their consents to the PROMOTER for availing such loan and /or financial assistance on such terms and conditions as the PROMOTER may deem fit and proper subject to the repayment thereof by the PROMOTER. The PROMOTER shall not mortgage the said Flat agreed to be sold to the ALLOTTEE herein.

13.4 The PROMOTER hereby represents and warrants to the ALLOTTEE as follows:

- a. The PROMOTER has clear and marketable title with respect to the said project land as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said project land and also has actual, physical and legal possession of the said project land for the implementation of the Project;

- b. The PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the said project land and shall obtain requisite approvals from time to time to complete the development of the said project land;
- c. There are no encumbrances upon the said project land except those disclosed in the title report;
- d. There are no litigations pending before any Court of law with respect to the said project land except those disclosed in the title report;
- e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said project land and said building shall be obtained by following due process of law and the PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;
- f. The PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE created herein, may prejudicially be affected;
- g. The PROMOTER has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said project land, including the Project and the said Flat which will, in any manner, affect the rights of ALLOTTEE under this Agreement;
- h. The PROMOTER confirms that the PROMOTER is not restricted in any manner whatsoever from selling the said Flat to the ALLOTTEE in the manner contemplated in this Agreement;
- i. At the time of execution of the conveyance deed of the structure to the association of ALLOTTEES the PROMOTER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the ALLOTTEES;
- j. The PROMOTER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and

other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

- k. 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 project land) has been received or served upon the PROMOTER in respect of the said project land and/or the Project except those disclosed in the title report.

14.1 **ALLOTTEE'S COVENANTS:**

14.1 The ALLOTTEE shall not at any time demolish any part of said Flat or cause to be done any structural additions or alterations of structural nature in the said Flat or any part thereof without obtaining prior written permission of the PROMOTER. The ALLOTTEE shall keep the said Flat, its columns, beams, RCC structure, external façade, walls, partitions, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and conditions. The ALLOTTEE shall not enclose balconies or allow any alterations in the outside elevations and/or the outside colour schemes of the said Flat.

14.2 The ALLOTTEE shall not transfer or assign or part with its interest or benefit in respect of the said Flat without the prior permission in writing of the PROMOTER until the ALLOTTEE makes full and final payment of all the amounts payable under this Agreement to the PROMOTER. After making full and final payment of all the amounts to the PROMOTER under this Agreement, the ALLOTTEE may transfer or assign or part with its interest of benefit in respect of said Flat only after making payment of transfer charges to the PROMOTER until registration of Society.

14.3 To use and occupy the said Flat or any part thereof only for residential purpose for which the same has been sold. ALLOTTEE shall also use the allotted stilt car parking space for parking the motor vehicle only. The ALLOTTEE hereby gives its informed, unconditional and unequivocal consent and confirms to the PROMOTER that the PROMOTER will be entitled to utilize any FSI presently available or available in the future from the said entire property or any part thereof till the development of the said project land is completed in all respects, even after the PROMOTER shall have given to the ALLOTTEE possession of the said Flat. However, with respect to the future development potential of the said project land the benefit thereof shall ensure to the PROMOTER till the execution of the deed of

conveyance/lease by the Owner in favour of the Common Organization where after the same shall ensure to the benefit of the Common Organization. In the event the FSI in respect of the locality or the said entire property or any part thereof, is increased or there is favorable relaxation of the building regulations at any time hereafter, the PROMOTERS alone shall be entitled to the benefit of the additional FSI for the purpose of development on the said project land as may be permissible under the prevailing development rules and regulations, however only until the execution of the deed of conveyance/lease by the PROMOTERS as aforesaid.

14.4 The ALLOTTEE for itself, with intention to bring all persons into whosoever hands the Flat may come doth hereby covenant with the PROMOTERS as follows:

- a. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the ALLOTTEE in this behalf, the ALLOTTEE shall be liable for the consequences of the breach.
- b. To carry out at his own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the PROMOTER to the ALLOTTEE and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat 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.
- c. Not to demolish or cause to be demolished the Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat 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 building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Paradiś or other structural members in the Flat without the prior written permission of the PROMOTER and/or the Common Organisation.

- d. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- e. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said project land and the building in which the Flat is situated.
- f. 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 Flat by the ALLOTTEE for any purposes other than for purpose for which it is sold.
- g. 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 Flat until all the dues payable by the ALLOTTEE to the PROMOTER under this Agreement are fully paid up.
- h. The ALLOTTEE shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The ALLOTTEE

shall also observe and perform all the stipulations and conditions laid down by the Common Organisation regarding the occupancy and use of the Flat in the 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.

- i. Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Common Organisation, the ALLOTTEE shall permit the PROMOTER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- j. Till a conveyance of the said project land on which the building in which Flat is situated is executed in favour of Common Organisation, the ALLOTTEE shall permit the PROMOTER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. **UNSOLD UNITS OF PROJECT:**

15.1 The PROMOTER shall be inducted as member of society for unsold units upon conveyance\lease to Society;

15.2 The PROMOTER shall be entitled to sell the unsold units of the said project without any separate permission or consent of the society.

15.3 The ALLOTTEE or society shall not be entitled to demand any transfer charges for the transfer of unsold units by the PROMOTER to prospective ALLOTTEES.

15.4 The PROMOTER shall also be entitled to car parking reserved for the unsold units and the society or ALLOTTEE shall not stake claim on such parking.

15.5 PROMOTER shall be entitled to mortgage the unsold units of the said project with the financial institutions without any separate NOC from society.

15.6 The prospective ALLOTTEES of unsold units shall be inducted as members of the society and no objection shall be raised by society or ALLOTTEE herein.

16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

16.1 After the PROMOTER executes this Agreement he shall not mortgage or create a charge on the said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the ALLOTTEE who has taken or agreed to take such said Flat.

17. BINDING EFFECT:

17.1 Forwarding this Agreement to the ALLOTTEE by the PROMOTER does not create a binding obligation on the part of the PROMOTER 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 PROMOTER. If the ALLOTTEE(s) fails to execute and deliver to the PROMOTER 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 PROMOTER, then the PROMOTER 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 deposited by the ALLOTTEE in connection therewith including the booking amount shall be returned to the ALLOTTEE without any interest or compensation whatsoever.

18. ENTIRE AGREEMENT:

18.1 This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, reservation/allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat.

19. **RIGHT TO AMEND:**

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

20 **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEE/S:**

20.1 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 land shall equally be applicable to and enforceable against any subsequent ALLOTTEEs of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

21. **SEVERABILITY:**

21.1 If any provision of this Agreement shall be determined to be void or unenforceable under the Act 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 Act 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.

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

22.1 Wherever in this Agreement it is stipulated that the ALLOTTEE has to make any payment, in common with other ALLOTTEE(s) in the said project land, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the Flats in the said project land.

23. **FURTHER ASSURANCES:**

23.1 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.

24. **PLACE OF EXECUTION:**

24.1 The execution of this Agreement shall be complete only upon its execution by the PROMOTER through its authorized signatory at the PROMOTER's Office i.e. Navi Mumbai or at some other place, which may be mutually agreed between the PROMOTER and the ALLOTTEE. After the Agreement is duly executed by the ALLOTTEE and the PROMOTER 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 Navi Mumbai.

25. **REGISTRATION:**

25.1 The ALLOTTEE and/or PROMOTER shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the PROMOTER will attend such office and admit execution thereof.

26. **JOINT ALLOTTEES:**

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

27. **STAMP DUTY AND REGISTRATION:**

27.1 The charges towards stamp duty and Registration of this Agreement shall be borne by the ALLOTTEE.

28. **DISPUTE RESOLUTION:**

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

29. **GOVERNING LAW:**

29.1 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 Navi Mumbai courts will have the jurisdiction for this Agreement.

30. **MATERIAL ADVERSE CHANGE/CONDITIONS:**

30.1 In case of material adverse change in any of the parameters in the said project the parties hereto shall try and amicably modify, alter, settle the matter within themselves.

31. **INVESTOR CLAUSE:**

31.1 The ALLOTTEE has purchased the said Flat as an Investor. The ALLOTTEE intends to sell the said Flat within a period of one year from the date of this Agreement. In the event the said Flat is sold within one year then the ALLOTTEE shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 1958. Without prejudice to the ALLOTTEEs right as an Investor, the ALLOTTEE may continue to hold the said Flat like any other ALLOTTEE if he does not sell it within one year.

32. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

32.1 The ALLOTTEE, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the PROMOTER with such permission, approvals which would enable the PROMOTER to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The ALLOTTEE understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

32.2 The PROMOTER accepts no responsibility in this regard. The ALLOTTEE shall keep the PROMOTER fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the ALLOTTEE subsequent to the signing of this Agreement, it shall be the sole responsibility of the ALLOTTEE to intimate the same in writing to the PROMOTER immediately and comply with necessary formalities if any under the applicable laws. The PROMOTER shall not be responsible towards any third-party making payment/remittances on behalf of any ALLOTTEE and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the PROMOTER shall be issuing the payment receipts in favour of the ALLOTTEE only.

33. WAIVER NOT A LIMITATION TO ENFORCE;

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

33.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

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

34. NOTICE:

34.1 All notices to be served on the ALLOTTEE and the PROMOTER as contemplated by this Agreement shall be deemed to have been duly served if sent

to the ALLOTTEE and the PROMOTER, by Registered Post A.D./Speed post at his/her address specified below except notice of demand as mentioned in clause [2.2] which shall be served either through notified mail or through RPAD which shall not be disputed by ALLOTTEE:-

Name of Allottee/s : **Sanjay Kumar**

Allottee/s Address : S/o Vijay Singh, 57/3,
Adenwala Road, Near Five Garden,
Matunga East, Mumbai-400 019

Name of Promoter : **R. S. Builders And Developers**

Promoter Address : 614, The Great Eastern Galleria,
Plot No.20, Sector-4, Nerul
Navi Mumbai, Maharashtra – 400706

Notified Email ID : info@rsbuilders.co.in

AND upon handing over of the possession of the Flat to the ALLOTTEE under this agreement, all the notices on the ALLOTTEE shall be served at the address of Flat handed over to the ALLOTTEE under this agreement.

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first above written as hereinafter appearing.

FIRST SCHEDULE

(Description of the Said Property/Plot/Project Land)

All that piece or parcel of land known as Plot No.4, Sector-34/B, in Kharghar, Navi Mumbai of 12.5% (Erstwhile Gaothan Expansion Scheme) Scheme, situated at Village Owe, Taluka Panvel, District Raigad, containing measurement 1900.06 Sq.Mtrs. or thereabouts and bounded as follows that is to say:

On or towards the North By : ROAD

On or towards the South By : PLOT NO.3

On or towards the East By : PLOT NO. 5 AND 6

On or towards the West By : ROAD

SECOND SCHEDULE

- Landscape Garden.
- Yoga Centre/Banquet Hall
- Joggers Park.
- Children Play Area.
- Multipurpose Centre.
- Video Door Phone.
- Power Backup for One Lift

THIRD SCHEDULE

(Description of Flat)

Flat No. 303, on the 3rd Floor, in “R S EXOTICA” Building, admeasuring carpet area 24.929 Sq. Mtrs. of the project titled as “R S EXOTICA”, thereabout situated and lying at Plot No.4, Sector-34/B, in Kharghar, Taluka-Panvel, District-Raigad, AND as described in First Schedule .

FOURTH SCHEDULE

(Internal Amenities)

- Vitrified Flooring In The Entire Flat.
- Granite Kitchen Platform With S. S. Sink along with service Platform.
- Designer Tiles Above Kitchen Platform Upto Lintel Level.
- Designer Tiles In Bathroom.
- Flush Door With Heavy Fittings.
- Powder Coated Aluminium Sliding Windows.
- Oil Bound Distemper On Inside Walls.
- Concealed Coper Wiring With Modular Switches.
- TV & Telephone Points In Hall & Master Bedroom.
- Concealed Plumbing With C. P. Fittings.

SIGNED SEALED AND DELIVERED)
BY THE WITHIN NAMED PROMOTER)
R. S. BUILDERS & DEVELOERS)
Through its Authorised/Designated Partner)

MR. SUNIL D. KHANNA)
(PAN NO.AHJPK3714H))
(UID NO.4346-3384-8051))

SIGNED SEALED AND DELIVERED BY)
THE WITHIN NAMED ALLOTTEE/S)

1. SANJAY KUMAR)
(PAN : ASJPK4841L)

in the presence of

- 1)
- 2)

RECEIPT

RECEIVED of and from the within named Allottee/s Mr. **Sanjay Kumar**, a sum of **Rs.15,00,000/- (Rupees Fifteen Lakhs Only)** out of the total consideration of **Rs.71,00,000/- (Rupees Seventy One Lakhs Only)** agreed to be paid to the PROMOTER for sale of the **Said Flat No. 303** on the **3rd Floor** in “**R S EXOTICA**” building.

WE SAY RECEIVED of
Rs. 15,00,000/-

For **R. S. BUILDERS AND DEVELOPERS.**

Authorised/Designated Partner.

Annexures

Annexure-A – Commencement Certificate

Annexure –B – Title Certificate

Annexure- C – Floor plan of Flat

Annexure-D - Payment Plan/Schedule

Annexure-D - Payment Plan/Schedule

PLOT NO.4, SECTOR - 34B, KHARGHAR, NAVI MUMBAI

SR. NO.	PARTICULARS	PERCENTAGE
1	Booking Amount	10%
2	On or before Completion of Plinth	10%
3	On or before Completion of 1st Slab	5%
4	On or before Completion of 2nd Slab	5%
5	On or before Completion of 3rd Slab	3%
6	On or before Completion of 4th Slab	3%
7	On or before Completion of 5th Slab	3%
8	On or before Completion of 6th Slab	3%
9	On or before Completion of 7th Slab	3%
10	On or before Completion of 8th Slab	3%
11	On or before Completion of 9th Slab	3%
12	On or before Completion of 10th Slab	3%
13	On or before Completion of 11th Slab	3%
14	On or before Completion of 12th Slab	3%
15	On or before Completion of 13th Slab	3%
16	On or before Completion of 14th Slab	3%
17	On or before Completion of 15th Slab	3%
18	On or before Completion of 16th Slab	3%
19	On or before Completion of 17th Slab	3%
20	On or before Completion of 18th Slab	3%
21	On or before Completion of 19th Slab	3%
22	On or before Completion of 20th Slab	3%
23	On or before Completion of Brick Work	2%
24	On or before Completion of External Plaster	3%
25	On or before Completion of Internal Plaster	3%
26	On or before Completion of Flooring	3%
27	On Completion	5%
	Total	100%