

AGREEMENT

THIS AGREEMENT FOR SALE ("this Agreement") made at Mumbai on this _____ day of _____ Two Thousand and Twenty _____ BETWEEN M/S. RAUNAK JIGNA ASSOCIATES AAAAR8435K, a Joint Venture of M/S. JIGNA BUILDERS and M/S. SHREE VIRAJ ENTERPRISES, (both being a registered partnership firm) having their Registered office at: 26 Kilachand Building, 298 Princess Street, Marine Lines, Mumbai – 400 002 and administrative office at Plot No.1, Mohan Mill Compound, Next to Audi Thane, Ghodbunder Road, Thane (W) 400 607, hereinafter referred to as "the PROMOTERS" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its members, successors in title and permitted assigns) of the ONE PART

AND

Mr. Pratik Madhukar Soma PAN - GCNPS5212M , Mrs. Sharda Madhukar Soma PAN COYPS7308H - Adult/s, Indian Inhabitant/s / a partnership firm registered under Indian Partnership Act, 1932 / a private limited / public company registered under the provisions of the Companies Act, 1956 having their address at **24/25, Parwati Mansion, Dadashaeb Phalke Road, Opposite Kamla Mehta Blind School, Dadar East,, Mumbai - 400014** hereinafter referred to as "the ALLOTTEE" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include in the case of individuals, his/her heirs, executors, administrators, in case of a firm the partners for the time being from time to time, the survivors or survivor of them and the heirs, executors and administrators of the last of such survivors or survivor and in case of a Company, its successors and permitted assigns) of the OTHER PART.

The Promoters and the Allottees are hereinafter collectively referred to as "the Parties", and individually as a "Party".

In this Agreement, unless the context otherwise implies, the expression defined hereunder shall have the respective meanings assigned to them.

- i. The singular where ever used shall include plural and vice-versa.
- ii. The masculine gender used herein shall include feminine and/or neuter gender where ever applicable.

WHEREAS:

- 1) The plots of land bearing CTS Nos.126(pt), 126(2), 126/4(p), 126/6(p), 126/7(p) and 126/8(p) of village Chembur, Taluka Kurla, District Mumbai and lying, being and situate at Off Eastern Express Highway, Chunabhatti, Mumbai are contiguous larger plots of land and are owned by the State Government of Maharashtra (hereinafter collectively referred to as 'the said lands').
- 2) There exists a cluster of hutments on the said lands which are declared as 'Censused Slum' and are deemed to have been declared as 'slum' under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971.
- 3) Recognizing the need for redevelopment of the said structures, the occupants of the slum structures situated on plots of land bearing CTS Nos.126 (P), then admeasuring 16,616 sq. mtrs. (hereinafter referred to as 'the said Original Property') out of the said lands joined together and decided to form a proposed co-operative housing society named 'Rahul Nagar No.2 Co-operative Housing Society (proposed)' hereinafter referred to as 'the said Society'.
- 4) There are 691 members of the said Society occupying an area of about 16616.00 sq.mtrs. The land occupied by the occupants of the said Society is more particularly described in the First Schedule hereunder written.
- 5) In pursuance of Resolution dated 21/09/2006, vide Development Agreement dated 17/11/2006, the said Society granted development rights in respect of the said Original property in favour of M/s. Jigna Builders (hereinafter referred to as 'the said Jigna') upon the terms and conditions therein mentioned (hereinafter referred to as 'the said First Development Agreement').
- 6) In pursuance of the said First Development Agreement, the said Society also executed an even dated Power of Attorney in favor of the said Jigna in order to enable them to carry out all acts, deeds, matters and things in respect of the said Original Property as mentioned therein (hereinafter referred to as 'the said First POA').

- 7) The said Jigna had always been desirous of developing the said Original Property in joint venture with M/s. Shree Viraj Enterprises (hereinafter referred to as 'the said Shree Viraj') and therefore the said Jigna and the said Shree Viraj resolved to form a joint venture firm under the name and style of "M/s. Raunak Jigna Associates" (being the Promoters herein).
- 8) In furtherance of the above, the said Jigna approached the said Society and informed it about its intention to develop the said Original Property through the aforesaid Joint Venture Firm i.e. the Promoters and also informed it that though the said Jigna is desirous of bringing into and assigning the benefit of the said First Development Agreement in favour of the said Joint Venture Firm, due to technical difficulties, the said Jigna and the said Shree Viraj were presently unable to execute the Joint Venture Agreement for formation/constitution of the said Joint Venture Firm. Therefore, under the circumstances, the said Jigna requested the said Society to execute, with the consent and confirmation of the said Jigna, agreement for grant of development rights in respect of the said Original Property in favour of the said Joint Venture Firm i.e. the Promoters herein.
- 9) In consideration of the request made by the said Jigna, the said Society passed resolution dated 15/11/2009 and executed Development Agreement dated 04/12/2009, thereby granting development rights in respect of the said Original Property in favour of the Joint Venture Firm being the Promoters herein upon the terms and conditions therein mentioned (hereinafter referred to as 'the said Second Development Agreement').
- 10) In pursuance of the said Second Development Agreement, the said Society also issued an even dated Power of Attorney in favor of the persons nominated by the Promoters herein in order to enable them to carry out all acts, deeds, matters and things in respect of the said Original Property as mentioned therein (hereinafter referred to as 'the said Second POA').
- 11) The said Jigna and the said Viraj executed a Joint Venture Agreement dated 14/12/2009 and formed a Joint Venture Firm under the name and style of 'M/S. Raunak Jigna Associates' i.e. the Promoters herein in order to carry out the development of the said Original Property alongwith other properties upon the terms and conditions therein mentioned.
- 12) However, before the execution of hereinabove recited documents and writings, in pursuance of the correspondence / application made by varied Officers, Authorities and the Secretary of the said Society, the TILR department carried

out demarcation of the said property and prepared a revised plan in respect thereof. As per the said revised plan, the said Property and its adjoining property came to be renumbered and as such the said Original property came to be renumbered as 126(P) and 126/6(P) (which is recorded as botanical garden in the name of the Municipal Corporation of Greater Mumbai) and the area of the said Original Property came to be reduced to 12,107.17 sq. mtrs. Moreover, the said Society as well as the said Joint Venture Firm i.e. the Promoters herein, became aware of the fact referred to in this clause much later and therefore the said fact/the altered description of the said Original Property remained to be incorporated in the aforementioned agreements as well as the layout map submitted to the Corporation for approval/sanction. The area of the said Original Property came to be further revised to admeasuring 12,420.20 sq. mtrs. in accordance with the revised LOI bearing No.SRA/ENG/2313/L/STGL/LOI dated 22/08/2019 and the same is more particularly described in the Second Schedule hereunder written (hereinafter referred to as 'the said Property').

- 13) The Slum Rehabilitation Authority (hereinafter referred to as 'the said Authority') has granted its LOI bearing No.SRA/ENG/2313/L/STGL/LOI dated 29/03/2011 r/w Revised LOI bearing No. SRA/ENG/2313/L/STGL/LOI dated 24/07/2012 r/w Revised LOI bearing No. SRA/ENG/2313/L/STGL/LOI dated 22/08/2019 r/w Revised LOI bearing No. SRA/ENG/2313/L/STGL/LOI dated 21/12/2023 in favour of the Promoters herein for the redevelopment of the said property under the provisions of D.C.Regulation No.33(10) read with Appendix IV under Slum Rehabilitation Scheme upon the terms and conditions therein mentioned. An authenticated copy whereof is annexed hereto and marked as Annexure 'G1'. While granting LOI in respect of the said property, the Authority considered and granted permission/approval in respect of the following reservation and area thereof :

| Reservation | C.T.S. No. | Area (in sq. mtrs.) |
|------------------|------------|---------------------|
| College | 126 (P) | 419.60 |
| Express Highway | | 107.69 |
| D.P. Road | 126 (P) | 1519.79 |
| P.G. | 126 (P) | 160.58 |
| Botanical Garden | 126/6 (P) | 340.00 |
| | Total | 2547.66 |

- 14) A portion of the land bearing CTS No.126(P) out of the said property is reserved for College, another part is reserved for 18.3 mtrs. wide proposed D.P. Road and for Garden in accordance with the Development Plan.

- 15) The members of the said Society applied for and got the said Society registered under the name and style of "RAHUL NAGAR No.2 SRA CO-OPERATIVE HOUSING SOCIETY LTD." under registration No.M.U.M./S.R.A./H.S.G./(T.C.)/12042/YR. 2011 on 22/06/2011, having registered address at CTS No.126(P), 126/6 of Village Chembur, Tal. Kurla, Eastern Express Highway, Sion-Chunabhatti, Mumbai – 400 022.
- 16) The Promoters applied to the Authority for: a) relocation of small triangular part of the land reserved for garden from its original location to new location adjacent to a larger part of the reserved plot of garden within the said property for proper and optimum utilization of the said property for implementation of the scheme and b) consequently the aforesaid necessitated the realignment of 18.30 mtrs. D.P. Road outside the slum boundary i.e. the said property. The approval for the same has been granted by the Authority vide its order dated 07/03/2012 upon the terms and conditions therein mentioned.
- 17) The Executive Engineer-I, Slum Rehabilitation Authority (hereinafter referred to as 'the said Executive Engineer'), has granted its IOA bearing No.SRA/ENG/2655/L/STGL/AP dated 02/01/2012 r/w revised IOA bearing No.SRA/ENG/2655/L/STGL/AP dated 11/06/2018 r/w revised IOA bearing No.SRA/ENG/2655/L/STGL/AP dated 30/08/2019 r/w revised IOA bearing No.SRA/ENG/2655/L/STGL/AP dated 22/12/2023 in favour of the Promoters herein for constructing composite Building upon the said property upon the terms and conditions therein mentioned. An authenticated copy whereof is annexed hereto and marked as Annexure 'G -2'.
- 18) The Promoters have obtained NOC from the Hon'ble Environment Department, Mantralaya Annex, Mumbai, vide its correspondence bearing No. SEAC-2014/CR-08/TC-1 dated 04/09/2014 r/w correspondence bearing No. SIA/MH/MIS/188895/2020 dated 24/06/2021 in respect of the development of the said property upon the terms and conditions therein mentioned. Maharashtra Pollution Control Board vide its Consent Order No.: Format 1.0/BO/ROHQ/MU-6303-14/CE/CC-2192 dated 27/02/2015 granted its consent to establish in Orange category for Building/construction Project being carried out upon the said property upon the terms and conditions therein mentioned.
- 19) The said Authority has vide its V.P./permission No. SRA/ENG/2655/L/STGL/AP dated 12/06/2015 granted Commencement Certificate in favour of the Promoters in respect of the development of the said property upon the terms and conditions therein mentioned. An authenticated copy whereof is annexed hereto and marked as Annexure 'G 3'

- 20) As per the arrangement arrived at by and between the said Society and the said Jigna as aforesaid, vide Resolution dated 13/05/2012 passed by the said Society, the members of the said society consented to and authorized its Chairman, Secretary, Treasurer and two of its members collectively to execute a Deed of Rectification cum Supplementary cum Confirmation in respect of all the documents executed by the said Society with the said Jigna as well as with the Promoters herein, to rectify the defects made in the description of the said property in the aforementioned documents and also confirm and accept all the acts, deeds, matters done by the Promoters as well as all the permissions and sanctions obtained in respect of the development of the said property pursuant to the said Second Development Agreement and also cause the said Jigna to confirm and consent to having brought in and assigned its development rights in favour of the Promoters and in pursuance thereof the said Jigna shall have no right, title and interest in respect of the said property or any part thereof as well as confirm and consent to the said Second Development Agreement executed by the said Society in favour of the Promoters.
- 21) In pursuance of the aforementioned Resolution dated 13/05/2012, the said Society, the said Jigna and the Promoters executed a Deed of Rectification cum Supplementary cum Confirmation dated 16/07/2015 upon the terms and conditions therein mentioned.
- 22) In pursuance of the said Deed of Rectification cum Supplementary cum Confirmation dated 16/07/2015, the said Society also executed Power of Attorney of even date in favour of the persons nominated by the Promoters in order to enable them to do all acts, deeds, matters and things mentioned therein in respect of the said property.
- 23) Under the circumstances as recited hereinabove, the Promoters are vested inter alia with the development rights in respect of the said property in the manner stated in the said Second Development Agreement and are in possession of the said property and the Promoters are also entitled to sell the premises in the Free Sale Building/s to the extent and in the manner and on the terms and conditions as set out in the said Second Development Agreement;
- 24) All the requisite approvals and sanctions for the development of the said property from SRA and all other relevant statutory authorities is duly applied and/or obtained by the Promoters and may be amended from time to time, in accordance with the law and/or the planning requirements.

- 25) The Regional Executive Director (W.R.), Airports Authority of India has, vide correspondence bearing No. BT-1/NOC/CS/MUM/12/NOCAS/022/824/256-59 dated 29/04/2014 r/w revised NOC bearing No. AAI/RHQ/WR/DoAS/REV./NOC/MUM/12/022 dated 08/11/2019 r/w extended NOC bearing No. AAI/RHQ/WR/DoAS/REV./MUM/12/NOCAS/22/50/338 dated 03/03/2022, granted its NOC thereby issuing height clearance certificate/permission in respect of the development work that shall be carried out upon the said property.
- 26) Subsequently, the Promoters have revised the plans in respect of the said property and submitted the same to the said Authority for its approval and sanction. The said Authority has, vide V.P./permission No. SRA/ENG/2655/L/STGL/AP dated 22/12/2016 sanctioned the revised plans in respect of the said property upon the terms and conditions therein mentioned.
- 27) The said Authority has also, vide V.P./permission No. SRA/ENG/2655/STGL/AP dated 26/12/2016 granted revised Commencement Certificate in favour of the Promoters. An authenticated copy whereof is annexed hereto and marked as Annexure 'G 3'
- 28) the Promoters have further revised the plans in respect of the said property and submitted the same to the said Authority for its approval and sanction. The said Authority has, vide V.P./permission No. SRA/ENG/2655/L/STGL/AP dated 19/01/2021 sanctioned the revised plans in respect of the said property upon the terms and conditions therein mentioned.
- 29) The said Authority has also, vide V.P./permission No. SRA/ENG/2655/STGL/AP dated 28/01/2021 granted revised Commencement Certificate in favour of the Promoters. An authenticated copy whereof is annexed hereto and marked as Annexure 'G 3'
- 30) The said Authority has also, vide V.P./permission No. SRA/ENG/2655/STGL/AP dated 22/03/2021 granted revised Commencement Certificate in favour of the Promoters in respect of Rehab Buildings wing Nos. C, D & E (as per SRA, Building/Wing No.A, B & C respectively) and in pursuance thereof, the Promoters became entitled to construct the said Rehab Building, wing Nos.C, D & E (as per SRA, Building/Wing No.A, B & C) comprising of Ground + 21st (P) Upper Floors upon the terms and conditions therein mentioned. An authenticated copy whereof is annexed hereto and marked as Annexure 'G 3'

- 31) The said Authority has also, vide V.P./permission No. SRA/ENG/2655/STGL/AP dated 23/04/2021 granted revised Commencement Certificate in favour of the Promoters in respect of Sale Building wing No.B (as per SRA, Building/Wing No.D) and in pursuance thereof, the Promoters became entitled to construct the said Sale Building, wing No. B(as per SRA, Building/Wing No.D) comprising of Common Three Level Basement + Ground to 30th upper upon the terms and conditions therein mentioned. An authenticated copy whereof is annexed hereto and marked as Annexure 'G 3'.
- 32) Thereafter, the Promoter submitted revised plan to the said Authority for its sanction and the said Authority has also vide its IOA bearing No.SRA/ENG/2655/L/STGL/AP dated 16/11/2021 sanctioned the same. An Authenticated copy thereof is annexed hereto and marked as Annexure 'G-2A'.
- 33) The said Authority has, thereafter, vide V.P./permission No. SRA/ENG/2655/STGL/AP dated 17/11/2021 granted revised Commencement Certificate in favour of the Promoters in respect of Sale Building wing No. A (as per SRA, Building/Wing No.E) and College Reservation Building being wing No,A1 (as per SRA, Building/Wing No.E1) and in pursuance thereof, the Promoters became entitled to construct the said Sale Building, wing No. A (as per SRA, Building/Wing No.E)& College Reservation building being wing A1 (as per SRA, Building/Wing No.E1) upto Plinth Level both to be comprising of Common Three Level Basement + Ground to 30th upper upon the terms and conditions therein mentioned. An authenticated copy whereof is annexed hereto and marked as Annexure 'G 3'.
- 34) The said Authority has also, vide V.P./permission No. SRA/ENG/2655/STGL/AP dated 11/07/2022 granted revised Commencement Certificate in favour of the Promoters in respect of Rehab Buildings wing Nos. C, D & E (as per SRA, Building/Wing No.A, B & C respectively) and in pursuance thereof, the Promoters became entitled to construct the said Rehab Building, wing Nos.C, D & E (as per SRA, Building/Wing No.A, B & C) comprising of Ground + 21st (P) Upper Floors upon the terms and conditions therein mentioned. An authenticated copy whereof is annexed hereto and marked as Annexure 'G 3'
- 35) The said Authority has also, vide V.P./permission No. SRA/ENG/2655/STGL/AP dated 11/08/2022 granted revised Commencement Certificate in favour of the Promoters in respect of Sale Building wing No.B (as per SRA, Building/Wing No.D) and in pursuance thereof, the Promoters became entitled to construct the said Sale Building, wing No. B(as per SRA, Building/Wing No.D) comprising of Common Three Level Basement + Ground to 30th upper & in respect of Sale Building wing No. A (as per SRA, Building/Wing No.E) and College Reservation Building being wing No,A1 (as per SRA, Building/Wing No.E1) and in pursuance thereof, the Promoters became

entitled to construct the said Sale Building, wing No. A (as per SRA, Building/Wing No.E)& College Reservation building being wing A1 (as per SRA, Building/Wing No.E1) upto Plinth Level both to be comprising of Common Three Level Basement + Ground to 30th upper upon the terms and conditions therein mentioned. An authenticated copy whereof is annexed hereto and marked as Annexure 'G 3'.

- 34) By virtue of the provisions of the said DCR, the Promoter has availed the benefit/concession of 50% of premium facility and as such it is obligatory on the part of the Promoter to pass on the benefit thereof to the Allottee herein by way of payment of the Stamp Duty in respect of these presents by the Promoters alone and as such the Allottee is not liable to pay the same to the Promoters/the concerned authority. The Promoter has, vide an Undertaking dated 12/08/2021, given out an undertaking as prescribed under the said Unified DCR to the Slum Rehabilitation Authority in respect thereof and the same is registered with the office of Sub-Registrar of Assurances at Kurla under Sr. No.12260/2021.
- 35) The Promoters have also obtained development rights in respect of the remaining said lands viz. plots of land bearing CTS Nos.126(pt), 126(2), 126/4(p), 126/6(p), 126/7(p) and 126/8(p) of village Chembur, Taluka Kurla, District Mumbai and lying, being and situate at Off Eastern Express Highway, Chunabhatti, Mumbai, which are adjoining the said property and the hutment dwellers whereof have joined together and decided to form a proposed co-operative housing society named 'Rahul Nagar No.2 Pipelines and Mahatma Phule Co-operative Housing Society Ltd.(proposed)' hereinafter referred to as 'the said adjoining Society'.
- 36) In pursuance of the said Sanction Letter dated 08/04/2015 and as a security for the repayment of an amount of Rs.25,00,00,000/- (Rupees Twenty Five Crores only) along with interest and other monies that may become due and payable to the ICICI Home Finance Company Limited (hereinafter referred to as 'the said ICICI HFCL'), the Partners of the Promoters being one of the Borrower have executed an Indenture of Mortgage dated 24/04/2015 (hereinafter referred to as 'the said First Deed of Mortgage') in favour of the said ICICI HFCL and have created mortgage in respect of one of their properties more particularly described in the Second Schedule therein referred to as the mortgaged property (which do not include the said property) in order to raise funds for development of the said property, upon the terms and conditions contained therein. The said First Deed of Mortgage is registered with the office of Sub Registrar of Assurances at Kalyan under Serial No.3300/2015 on 27/04/2015;
- 37) In pursuance of the said Sanction Letter dated 14/06/2016 and as a security for the repayment of an amount of Rs.60,00,00,000/- (Rupees Sixty Crores only) along with interest and other monies that may become due and payable to the

said ICICI Bank Ltd. (hereinafter referred to as 'the said Bank'), the Partner of the Promoters herein being Borrower Nos. I and II therein, on behalf of Promoters, have executed an Indenture of Mortgage dated 28/06/2016 (hereinafter referred to as 'the said Second Deed of Mortgage') in favour of the said Bank and have created mortgage in respect of the other properties of the Promoters more particularly described in the Sanctioned letter therein referred to as the mortgaged property (which do not include the said property) in order to raise funds for development of the said property upon the terms and conditions contained therein. The said Second Deed of Mortgage is registered with the office of Sub Registrar of Assurances at Mumbai under Serial No.7895/2016 on 27/07/2016.;

- 38) The Promoters have, prior to the execution of these presents, obtained written NOC dated _____ from the said Bank in respect of the sale of the said Apartment to the Allottee herein. The Promoters hereby agree to furnish the copy thereof to the Allottee on or before execution hereof.
- 39) In pursuance of the said Sanction Letter dated 14/06/2016 and as an additional security for the repayment of the loan availed under the said Second Mortgage along with interest and other monies that may become due and payable to the said Bank, M/s. Raunak Corporation, being one of the sister concern of the Promoters, have executed a Supplemental Indenture of Mortgage for Additional Security dated 28/06/2016 (hereinafter referred to as 'the said First Supplemental Deed') in favour of the said Bank and have created mortgage in respect of their property situated at Kalyan, District Thane more particularly described in the Schedule therein referred to as the mortgaged property in order to raise funds for development of the said property upon the terms and conditions contained therein. The said First Supplemental Deed is registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No.KLN-4/6421/2016 on 03/08/2016;
- 40) By Deed of Reconveyance dated 30/01/2019 (hereinafter referred to as 'the said First Deed of Reconveyance'), the said ICICI HFCI has released, reassigned and reconveyed the properties mentioned in the First Schedule thereunder written in favour of the Partners of the Promoters in lieu of the full settlement of the term loan of Rs.25,00,00,000/- (Rupees Twenty Five Crores only) along with interest and other monies that became due and payable under the said First Mortgage Deed by the Promoters. The said First Deed of Reconveyance is duly registered with the office of Sub-Registrar of Assurances at Kalyan vide Sr.No.1256/2019

- 41) By Deed of Reconveyance dated 14/12/2021 (hereinafter referred to as 'the said Second Deed of Reconveyance') executed by and between the said ICICI Bank therein referred to as the Lender of the One Part and M/s. Shree Viraj Enterprises and M/s. Jigna Builders being Borrower Nos. I and II therein, on behalf of M/s. Raunak Jigna Associates being the AOP of the Second Part, the Lender therein granted, reassigned, reconveyed, released and discharged forever the claim unto the Borrower I and II therein in respect of the said mortgaged property more particularly described in the First Schedule thereunder written upon the terms and conditions contained therein. The said Second Deed of Reconveyance is duly registered with the office of the Sub-Registrar of Assurances at Kurla vide Sr. No. 19383/2021 dated on 15/12/2021;
- 42) By a Deed of Reconveyance dated 14/12/2021 (hereinafter referred to as the 'said First Supplemental Deed of Reconveyance') executed by and between the said ICICI bank therein referred to as the Lender of the One Part and M/s. Raunak Corporation, therein referred to as the Mortgagor of the Second Part, the Lender therein granted, reassigned, retransferred, reassured and released and discharged forever the claim unto the Mortgagors therein in respect of the said mortgaged property more particularly described in the First Schedule thereunder written upon the terms and conditions contained therein. The said First Supplemental Deed of Reconveyance is duly registered with the office of Sub-Registrar of Assurances at Kalyan vide Sr.No.14131/2021 on 15/12/2021.;
- 43) In pursuance of the said Sanction Letter dated 09/12/2021 and as a security for the repayment of an amount of Rs.160,00,00,000/- (Rupees One Hundred Sixty Crores only) equivalent to 1600.00 million along with interest and other monies that may become due and payable to the said ICICI Bank, M/s. Shree Viraj Enterprises and M/s. Raunak Jigna Builders being Borrower Nos. I and II therein, on behalf of and being the sister concerns of the Promoters, have executed an Indenture of Mortgage dated 14/12/2021 (hereinafter referred to as 'the said Third Deed of Mortgage') in favour of the said ICICI Bank and have created mortgage in respect of the property more particularly described in the Sanctioned letter therein referred to as the mortgaged property in order to raise funds for development of the said property upon the terms and conditions contained therein. The said Third Deed of Mortgage is registered with the office of Sub Registrar of Assurances at Kurla under Serial No.19396/2021 on 15/12/2021;
- 44) In pursuance of the said Sanction Letter dated 09/12/2021 and as an additional security for the repayment of the loan availed under the said Third Deed of Mortgage along with interest and other monies that may become due and payable to the said ICICI Bank, M/s. Raunak Corporation being one of the sister concern of the Promoters, have executed an Indenture of Mortgage dated 14/12/2021 (hereinafter referred to as 'the said Second Supplemental Deed') in

favour of the said ICICI Bank and have created mortgage in respect of the property more particularly described in the Second Schedule therein referred to as the mortgaged property in order to raise funds for development of the said property upon the terms and conditions contained therein. The said Second Supplemental Deed is registered with the office of Sub Registrar of Assurances at Kalyan under Serial No.14132/2021 on 15/12/2021.

45) The Promoters have registered the said project under the name and style of 'RAUNAK CENTRUM – A (as per SRA Building/Wing 'E') under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act/RERA") with Real Estate Regulatory Authority at Mumbai under No. P51800033269. An authenticated copy whereof is annexed hereto and marked as Annexure 'G4'.

46) The Partners of the Promoters have represented that following litigations are pending in respect of the said property:

i) The Addl. Collector (Encroachment/Expulsion) and Competent Authority, Chembur, vide its order dated 13/05/2016, declared one Mrs. Sandhya Rapole (hereinafter referred to as 'the said Sandhya'), to be ineligible to the part or any portion of entitlement of the Protected Residential Premises and as such was ordered to vacate and surrender her alleged tenement over to the Promoters (hereinafter referred to as 'the said first Order'). Being aggrieved by the said impugned First Order, the said Sandhya filed an appeal before the Hon'ble Dy. Collector, Chembur, and requested the Hon'ble Dy. Collector to declare her as an eligible candidate and as such entitled to the aforesaid Protected Residential Premises and for cancellation of the said impugned first order. However, the said appeal was dismissed by the Hon'ble Dy. Collector vide its order dated 29/06/2016 (hereinafter referred to as 'the said Second Order'). Being aggrieved by the impugned said Second Order, the said Sandhya filed a Petition being Writ Petition No.1856/2016 before the Hon'ble High Court of Judicature at Bombay, Ordinary Original Civil Jurisdiction against the said impugned Second Order. The Hon'ble High Court, vide its order dated 12/07/2016, was pleased to set aside the said impugned Second Order and further directed the Respondents No.2 & 4 therein i.e. the Deputy Collector (Enc./Rem.) and the Promoters herein respectively, to make out panchanama and survey report and initiate further requisite proceedings in respect of the said tenement (hereinafter referred to as 'the said Third Order'). In pursuance of the directions of the Hon'ble High Court, survey was carried out and upon perusal of the Panchanama, survey report as well as investigation made, the Hon'ble Dy. Collector, has vide its order dated 07/11/2016, rejected the request made by the said Sandhya to incorporate her as the tenant in respect of the said property (hereinafter referred to as 'the said Fourth order'). Being aggrieved by the impugned said Fourth Order, the said Sandhya filed an appeal bearing No.58/2017 before the Hon'ble Addl. Collector (ENC/REN) Eastern Suburbs, Churchgate. By order dated 16/04/2018, the

Hon'ble Addl. Collector (ENC/REN) Eastern Suburbs, Churchgate, dismissed the Appeal bearing No.58/2017 (hereinafter referred to as 'the said Fifth Order'). Being aggrieved by the impugned said Fifth Order, the said Sandhya filed an appeal bearing No.132/2019 (hereinafter referred to as 'the said First Appeal') before the Hon'ble Grievance Redressal Committee, Mumbai Suburb and the same is pending. However, no adverse order has been passed in the said First Appeal.

ii) One Mrs. Leelavati Shilimkar (hereinafter referred to as 'the said Leelavati') made an application dated 31/12/2015 to the office of The Addl. Collector (Encroachment/Expulsion) and Competent Authority, Chembur, for considering her to be the tenant of the said property with respect to tenement No.486 which she allegedly had duly purchased from one of the eligible tenant, Smt. Vaishali Rajendra Sawant and as such requested to incorporate her name in lieu of the said Smt. Vaishali Rajendra Sawant in index II maintained by the said Addl. Collector in respect of the tenants of the said property. However, the said Addl. Collector, Chembur vide its said order dated 08/07/2016, dismissed her application for lack of jurisdiction to carry out the request made in the aforesaid application (hereinafter referred to as 'the said Sixth Order'). Being aggrieved by the impugned said Sixth Order, the said Leelavati, filed an appeal before Addl. Collector (Encroachment/Expulsion) Eastern Suburbs, Churchgate, Slum Appeal No.217/2016 (hereinafter referred to as 'the said Second Appeal') against the said impugned Sixth Order with the prayer to incorporate her name as the eligible Tenant/as the Tenant eligible to the Protected Residential Premises in respect of her alleged tenement No.486 The Hon'ble Addl. Collector (Encroachment/Expulsion) Eastern Suburbs, Churchgate, by its order dated 03/11/2017 partly allowed the said Second Appeal and cancel the order passed by Addl. Collector (Encroachment/Expulsion) and Competent Authority, Chembur and further directed the parties to approach Civil Courts get the ownership rights ascertained/obtain appropriate verdict pertaining to the Ownership rights of the said Leelavati.

47) The Promoters are developing the said property in accordance with the sanctioned plan inter-alia by constructing Five numbers of buildings having Common Three Levels of Basement. Promoters intend to construct three Rehab Buildings viz. Building Nos. C, D & E (as per SRA Building /Wing A, B & C respectively) comprising of Common Three Levels of Basement + Ground to 21st (P) upper residential floors and two Sale Buildings viz. Building No. B (as per SRA – Building/Wing No. D) being Commercial cum Residential building comprising of Common Three Level Basement + Ground + 1st Floor for commercial/Retails, 2nd Floor for Amenities + 3rd Floor to 30th upper floor for Residential and Building No. A (as per SRA Building/Wing No.E) comprising of College structure comprising of Common Three Level Basement + Ground to 6th upper Floor and interconnected building structure comprising of Commercial cum Residential building comprising of Common Three Level Basement + Ground + 1st Floor for commercial/Retails, 2nd Floor for Amenities + 3rd Floor

to 30th upper floor for Residential. All the Three Level Basements shall be internally connected and common for aggregate five wings. Thereafter wings B (as per SRA Building/Wing No.D) and A (as per SRA Building/Wing No.E) shall be physically divided above ground level on the said property in phased manner by utilization of the full potential thereof as sanctioned and/or may be sanctioned and/or to be amended from time to time by the SRA and/or the concerned authorities in accordance with the D.C. Regulations and applicable laws and such other laws, rules and regulations as may be in force at present and/or any time hereafter. However, the Promoters intend to procure additional FSI by way of TDR or FSI that may be available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or FSI of the adjoining property (as defined hereinafter) and/or other amalgamated property/ies or otherwise and utilize and consume the same upon the said property to construct Building Nos. C, D & E (as per SRA Building/Wing No. A, B and C respectively) upto 30 upper floors and Building Nos.B (as per SRA Building/Wing No. D) and 'A' (as per SRA Building/Wing No. E') upto 50th upper floors in accordance with the revised sanctioned plan in respect thereof that may be sanctioned by the said Authority or MCGM;

- 48) The Promoters propose to provide the facility of Fitness Centre on the Second Floor of the said Building No.A (as per SRA Building/Wing No. E) which shall be constructed by the Promoters by utilizing and consuming 764.13 sq. mtrs. out of the permissible FSI of the said property as well as additional FSI purchased by the Promoters and equip the same with latest amenities, facilities and features and the same shall always be maintained, owned and managed by the Promoters who shall grant the enjoyment thereof, by providing membership to the owner of the said apartment for such Gym/ Fitness Centre upon such terms and conditions as may be deemed fit and proper by the Promoters. It is further represented by the Promoters that the said R360 or any other Gym shall be maintained, owned and managed by the Promoters. As the owner of the said R360 or any other Gym / Fitness Centre, the Promoters shall be entitled to permit and admit other than the allottee/purchasers of the premises constructed in the said Raunak Centrum Project, who shall be interested to become the member of the said R360 or any other Gym and enjoy the facility and amenities provided therein subject to the rules and regulations formulated by the Promoters for the management thereof from time to time. The Allottee herein along with the other Allottees will not raise any kind of objection, hindrance and/or obstruction to the same and Allottee herein has granted his/her express and irrevocable consent for the same and agrees and assures the Promoters that such above covenant shall always remain binding upon him/her. Furthermore, the Promoters hereby also represents that the aforementioned R360 or any other Gym / Fitness Centre being a private Gym / Fitness Centre, the facility, amenity and membership thereof extended by the Promoters to the Allottee of the said property is optional and the Allottee who does not wish to obtain or accept the same shall be free to decline such facility offered by the

Promoters and in such an event of the Allottee declining the enjoyment of such additional facility and membership of R360 or any other Gym / Fitness Centre, covenants that he shall forgo the said facility forever and thenceforth not be entitled to enjoy the facilities and benefits thereof like the other members of R360 or any other Gym / Fitness centre nor shall he be entitled to raise any objections in respect thereof in any manner whatsoever.

- 49) Apart from the aforementioned R360 or any other Gym / Fitness Centre, the Promoters assure to provide other allied infrastructural common amenities, facilities and such facilities and amenities will be used, utilized, availed and shared only by all the Allottees of all the buildings that shall be constructed on the said property in the manner stated herein.
- 50) Each Apartment Allottee of the said building alongwith the Allottees of premises in other residential buildings only of Raunak Centrum Project as well as any other interested proposed member residing in any other buildings i.e. public in general, interested in becoming the member of the said R360 or any other Gym / Fitness Centre, shall have right to become the member thereof to use and enjoy the facility and amenities provided by the said R360 or any other Gym / Fitness Centre subject to the terms & conditions that may be imposed by the Promoters.
- 51) The Allottee shall be entitled to enter into the R360 or any other Gym / Fitness Centre, however, he shall only be entitled to use the facilities provided therein only upon paying the necessary charges that shall be fixed by the Promoters and/or the agency to be appointed for running the same. Furthermore, the Promoters hereby also represent that the Garden more particularly shown by green colour wash on the plan annexed hereto and marked as Annexure 'C3' shall be provided for the benefit and enjoyment of the Allottees of the Building Nos. A & B (as per SRA Building/Wing No. E & D respectively) only. The Promoters also providing Swimming floor in the Building 'E' for the exclusive use, benefit and enjoyment of the Allottees and occupants of the Sale Buildings only.
- 52) The Promoters hereby represent that they shall provide single entrance and exit points from the nearest public road to the internal road/ driveways for Rehab buildings i.e. the allottees of the Rehab Buildings shall be entitled to use and enjoy the single south side access/internal road only for both ingress and egress purpose by foot, vehicle and/or animal cart which is more particularly shown by brown coloured wash on the plan annexed hereto and marked as Annexure 'C3' and the allottees of the Sale Buildings shall be entitled to use and enjoy the common North side access/internal road for ingress and separate South side

access or internal road for egress purpose by foot, vehicle and/or animal cart from and to the extent which is more particularly shown by pink and purple coloured hatched lines respectively on the plan annexed hereto and marked as Annexure 'C3'.

- 53) The Promoters have proposed to construct a Fitness Center, Society office, Dance and Music Room and Banquet Hall on 2nd floor of Building No. A (as per SRA Building/Wing No. E), the use whereof shall be granted by the Promoters to the flat Allottee/s of the said Building No. A (as per SRA Building/Wing No. E) or to the public in general, as the case may be as hereinabove described, and their authorized guests and nominees and successors-in-title subject to payment of necessary fees, periodic subscription charges and usage charges as may be fixed by the Promoters and on such terms and conditions as the Promoters may deem fit and proper in its sole and absolute discretion. Further the Allottee/s of the said Building A (as per SRA Building/Wing No. E) agree/s that he/she/they shall not misuse the area of the proposed Fitness Center, Society office, Dance and Music Room and Banquet Hall for any other purposes than using the same for proposed Fitness Center, Society office, Dance and Music Room and Banquet Hall, respectively and shall also ensure that the Society or any other organization to be formed by the Allottees of Apartments of said Building A (as per SRA Building/Wing No. E), as stated hereinabove, shall not misuse the area earmarked in the approved plans for the proposed Fitness Center, Society office, Dance and Music Room and Banquet Hall for any other purposes than using the same for Fitness Center, Society office, Dance and Music Room and Banquet Hall respectively nor shall the Allottee or the Society raise any objection to the admission of the public by the Promoters to the membership of the public club as hereinabove mentioned.
- 54) The Car Parking Space has been agreed to be allotted by the Promoter to the Allottee/s on the express understanding that it will be used only in relation to the Apartment and not independent thereof. The rules governing the use of the car parking spaces including the Car Parking Space in the Project shall be framed and administered by the Society or Common Organization or the Apex Society of the flat Allottee/s in the Project. The car parking number in respect of the Car Parking Space shall be identified and intimated to the Allottee/s at the time of handing over of possession of the Apartment to the Allottee/s.
- 55) The Promoters have informed the Allottee/s that there are several amenities which are proposed to be provided by the Promoters on the said Property. Some amenities have been divided between the various buildings within the common layout. The Allottee/s will not insist upon access to amenities in the said Property other than the amenities expressly provided in this Agreement.

- 56) the Promoter shall form a separate organization/society in respect of the Rehab Building ("said Society") and a separate organization/society in respect of the Sale Building ("said Distinct Society") constructed on the said Property. It is hereby further agreed and understood by the Allottee/s that in addition to the aforesaid, an Apex Body or society shall be formed which shall consist of appropriate representation from the members of the Rehab Society and members of the Free-Sale Society which Apex Body shall be responsible for monitoring, maintaining and regulating the usage of common areas and amenities of the said Project.
- 57) The Promoters have also obtained development rights in respect of the remaining said lands viz. plots of land bearing CTS Nos.126(pt), 126(2), 126/4(p), 126/6(p), 126/7(p) and 126/8(p) admeasuring 15710 sq. mtrs. of village Chembur, Taluka Kurla, District Mumbai and lying, being and situate at Off Eastern Express Highway, Chunabhatti, Mumbai and more particularly described in the Third Schedule hereunder written (hereinafter referred to as 'the said Adjoining property'), which are adjoining to the said property and the hutment dwellers whereof have joined together and decided to form a proposed co-operative housing society named 'Rahul Nagar No.2 Pipelines and Mahatma Phule Co-operative Housing Society Ltd.(proposed)' (hereinafter referred to as 'the said adjoining Society').
- 58) The major portion of the said Adjoining Property has underground water pipelines passing through it. The Promoters are desirous of amalgamating the said Adjoining Property with the said property (hereinafter referred to as 'the said Larger Property') and develop both the properties i.e. the said Larger Property in phasewise manner i.e. to develop the said property in Phase I and the said Adjoining Property in phase II development of the said Project i.e. 'RAUNAK CENTRUM' OR any other name the Promoters may deem fit. The Promoters desire to develop the said lands i.e. the said Larger Property as a single plot and to construct rehab buildings for the occupants of the said adjoining Society over a portion of the said Adjoining property more particularly shown on the tentatively revised plan annexed hereto and marked as Annexure 'C3'.
- 59) Under the aforementioned arrangement, the Promoters are entitled to develop the said Adjoining Property by constructing buildings and structures for Rehab component as well as the Sale components upon the said Adjoining Property in order to accommodate and rehabilitate all the occupants and slum dwellers of the said adjoining Society as well as sell the premises of sale buildings to the prospective purchasers and in the event of the FSI of the said Adjoining Property being remained unused/utilized, if any, upon the said Adjoining Property, the Promoters shall be absolutely entitled to utilize and consume such utilised and/or balance FSI of the said Adjoining Property upon the said property in order to construct the sale buildings upon the said property being building Nos. A (as

per SRA Building/Wing No. E) and/or B (as per SRA Building/Wing No. D) upto 50 upper floors and/or additional floors upon the rehab building Nos.C, D & E (as per SRA Building/Wing No. A, B and C respectively) that shall be constructed upon the said property.

- 60) The Promoters hereby represent that upon amalgamating the said Adjoining Property with the said property, the term "SAID PROPERTY" shall mean and include the said property alongwith the said adjoining property and accordingly, the FSI of the said property shall also include the FSI of the said Adjoining Property and as such, the FSI of the said property shall mean and include the aggregate sum of both the amalgamated properties i.e. the said Larger property. Furthermore, in such an event of the amalgamation of the said property with the said adjoining property, the Promoters shall be entitled to rehab the slum dwellers of the said property and/or the said Adjoining Property upon any of the rehab buildings which shall be constructed on any portion of the said property/adjoining property i.e. the said Larger Property.
- 61) The Promoters have further represented to the Allottee that upon the Promoters amalgamating the said adjoining Society with the said property, the Promoters shall be entitled to develop the said Larger property and construct structures and buildings thereon upon obtaining requisite permissions and sanctions and in accordance with the plan annexed hereto as Annexure 'C3' that shall be sanctioned by the said Authority and/or competent authority from time to time and shall also be entitled to grant right of way through the said property to the said adjoining property from west side internal road more particularly shown by dotted lines on the plan annexed hereto as Annexure C3" and the Allottee hereby agrees not to object or raise any claim in respect thereof.
- 62) The Promoters have retained the full, absolute and exclusive right, authority and unfettered discretion to utilize, develop, sell, transfer and / or assign at any time in future the balance of the development potential or the entire unconsumed or the residual FSI in relation to the said/Larger Property and/or under the said LOI, whether arising prior to the date of this Agreement or at any time hereafter which has not been consumed on the said Property, at their sole and absolute discretion;
- 63) The Promoters shall be entitled to the entire unconsumed and residual FSI in respect of the said Larger Property (which includes the said Adjoining property and the said Property), and the entire increased, additional, available, future and extra FSI, whether by way of purchase of FSI from any authority by payment of premium or price, the change of law and policy, the purchase of transferable development rights ("TDR"), availability and increase of FSI/TDR, floating FSI,

fungible FSI, FSI arising due to a larger layout and the development thereof and/or FSI which is not computed towards FSI by any concerned authority or due to proposed changes in layout by implementing various schemes as mentioned in the DCPR or based on any expectation of increased FSI which may be available in future on modification of DCPR or any other regulations which are applicable to the development of the Larger Property (including the said Property) in the present layout and the Promoters will be entitled to and have right, at its sole discretion to amalgamate the Larger Property including the said Property with one or more of the said adjoining properties and to utilize the FSI thereof inter-alia on any portion of the Larger Property and/or amalgamated layout and also to sub-divide such amalgamated property or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to the Promoters and that neither the Allottees nor the Organization/Federation shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

- 64) A portion of the said Larger Property (i.e. the area other than/within the said Property) is being utilized for construction of the rehabilitation building including temporary transit accommodation for majority of the slum dwellers and the project affected persons ("Rehab Component") in terms of the slum rehabilitation scheme and as per the permissions and approvals in this regard and the remainder of the and Larger Property after construction of the said Building (as defined hereinafter) and the Rehab Component may be utilized for putting up further development as envisaged hereinabove;
- 65) 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.
- 66) By virtue of the aforesaid agreements executed between Promoters and the slum dwellers/occupants/tenants and permissions/sanctions, the Promoters are entitled to demolish the existing structures on the said Property and construct sale and composite building consisting of rehab/PAP/PTC and sale tenements on the said Property by consuming and/or loading the entire Floor Space Index ("FSI") granted/permitted by SRA and other concerned authorities in respect thereof;

- 67) The Promoters are required to hand over portion the requisite portion of the area under various heads out of the said Larger Property under the relevant provision of DC Regulation in favour of Municipal Corporation of Greater Mumbai ("MCGM") or concern authorities towards Express Highway, botanical garden.
- 68) The Allottee in his personal capacity as also in his capacity as proposed/members of the Society / Condominium / Company and/or any other association when formed and registered hereby gives his unequivocal and express consent to the utilization by the Promoters and/or their nominee/s and assigns, of such additional FSI and/or TDR and any benefits arising therefrom as hereinabove contained;
- 69) The Promoters are entitled to amend, modify and/or substitute the proposed future and further development of the Larger Property as a singular/ amalgamated and/or as a sub- divided layout in full or in part(s), in accordance with the applicable law from time to time which may inter-alia, include construction of buildings in consonance with proposed lay-out in phase-wise manner on such layout, whether presently reserved for buildable/non-buildable reservations, open space due to proposed changes in layout by implementing various schemes as mentioned in DCPR or based on expectation of increased FSI which may be available in future on modification of DCPR, which are applicable to the development of said Larger Property and/or the amalgamated and/or sub- divided layout, as the case may be, at the sole discretion of the Promoters inter-alia in consonance with the DCPR;
- 70) The development of the said Property may envisage construction of underground tanks, fire-fighting tanks, rain harvesting tanks, sewage treatment plants and installation of transformers, access roads and recreation grounds, which will be shared in common for all the building/s constructed under the proposed development and accordingly would be finalized keeping with the plans that would be sanctioned by MCGM and/or the relevant competent authority from time to time. The Promoters reserves the right in its absolute discretion to amend, alter and modify the layout plan from time to time as per their requirements and include also one or more buildings having one or more towers and/or remove from the said layout one or more buildings and also change the location of any of the buildings to be constructed in the proposed development on the said/Larger Property, which may be ultimately approved and/or amended/varied and sanctioned by SRA, MCGM and other bodies/authorities concerned;
- 71) AND WHEREAS the Promoters are in possession of the said property.

- 72) The Promoters have commenced construction of the said Building and intend to develop the said building upon the said property.
- 73) The Allottee has applied to the Promoters for allotment of an Apartment bearing No. **1804** having carpet area **55.37** square meters equivalent to **596.00** square feet and the Exclusive Areas admeasuring NIL square meters equivalent to NIL square feet on 18 floor situated in Building No. A, (as per SRA Building/Wing No. E) being constructed in the said "RAUNAK CENTRUM" Project.
- 74) The Promoters have entered into a standard agreement with Catapult, the Art of Transformation, Architects and Interior Designers, registered with the Council of Architects and the said agreement is as per the prescribed format prescribed by the Council of Architects,
- 75) The Promoters have also appointed RCC specialist and Structural Engineer, Mr. R.C. Tipnis, for preparation of the structural designs and drawings of the said buildings and the Promoters accepting the professional supervision of the Architects and the structural Engineers till the completion of the buildings.
- 76) By virtue of the aforesaid Agreements, Power of Attorneys, the Promoters have sole and exclusive right to sell the Apartments in the said buildings to be/being constructed by the Promoters on the said property and to enter into Agreement/s with the allottee/s of the Apartments, to receive the sale consideration in respect thereof.
- 77) On demand from the Allottee, the Promoters have given inspection to the Allottee of all the documents of title relating to the said property, building plans, designs and specifications prepared by the Promoters' Architects, Catapult, and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules & regulations made thereunder.
- 78) The authenticated copies of the Certificate of Title issued by the attorney at law or the Advocate of the Promoters, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoters to the said property on which the said building is to be constructed have been annexed hereto and marked as Annexure 'A', & 'B' respectively.

- 79) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure 'C-1'.
- 80) The authenticated copies of the plans of the Layout as proposed by the Promoters in the event of loading additional FSI/TDR and according to which the construction of the building and structure and open spaces are proposed in future development to be provided for on the said project have been annexed hereto and marked as Annexure 'C-2',
- 81) The authenticated copies of plans and specifications of the apartments agreed to be purchased by the Allottee as sanctioned and approved by the local authority have been annexed and marked as Annexure "D"
- 82) The Promoters have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupation Certificate of the said Building/s.
- 83) While sanctioning the said plans, concerned local authority and/or Government has laid down certain terms, conditions stipulations and restrictions which are to be observed and performed by the Promoters while developing the said property and the said building and upon due observance and performance of which only the completion and Occupation Certificates in respect of the said building shall be granted by the concerned local authority
- 84) The Promoters have accordingly commenced construction of building No. A (as per SRA Building/Wing No. E) being the subject matter of these presents and hereinafter referred to as 'the said building' in accordance with said sanctioned plans.
- 85) The Allottee is offered an Apartment bearing number **1804** having Carpet Area of **55.37** square meters equivalent to **596.00** square feet and the Exclusive Areas admeasuring NIL square meters equivalent to NIL square feet on the 18 (herein after referred to as the said "Apartment") in the Building No A (as per SRA Building/Wing No. E) (herein after referred to as the said "Building") being constructed in "RAUNAK CENTRUM" Project, by the Promoters.

- 86) After satisfying himself/herself/themselves/itself with regard to the title of the said Property and after perusal of all the orders and various permissions, sanctions and approvals mentioned hereinabove, the Allottee has applied and the Promoters have agreed to sell to the Allottee/s under the provisions of RERA and the Rules and regulations made thereunder, residential/commercial Unit as more particularly described hereunder in the Sale/Composite Building of the said Project (hereinafter referred to as the "said Apartment" delineated on the Floor Plan thereof and thereon shown surrounded by Red colour boundary line and marked as Annexure "D") along with right to use and enjoy proportionate share in the common areas, amenities and facilities of the said Project with full notice of the terms conditions and provisions contained in documents hereinabove and subject to the terms and conditions hereinafter appearing and at or for the lumpsum consideration payable in the manner as more particularly mentioned hereunder.
- 87) The carpet area of the said Apartment is **55.37** square meters equivalent to **596.00** square feet and the Exclusive Areas admeasuring NIL square meters equivalent to NIL square feet (i) "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment and (ii) "Exclusive Areas" means exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee.
- 88) 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;
- 89) Prior to the execution of these presents the Allottee has paid to the Promoters a sum of Rs. **99,000.00/- (Rupees: Ninety Nine Thousand Only)** being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters do and each of them doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

- 90) Under Sec.13 of the Act, the Promoters are required to execute a written agreement for sale of the said Apartment to the Allottee being in fact these presents and also to register the said agreement for sale under the Registration Act, 1908.
- 91) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties as well as relying upon the said application made by the Allottee, the Promoters hereby agree to sell and the Allottee hereby agrees to purchase the said Apartment and/or the garage/covered parking (if applicable) at or for the consideration and on ownership basis in the manner appearing hereinafter.
- 92) Pursuant to the discussions and negotiations between the Promoters and the Allottee, the Promoters have agreed to sell to the Allottee and the Allottee has agreed to acquire from the Promoters, on ownership basis, a premises being a flat bearing No. **1804** having Carpet Area of **55.37** square meters equivalent to **596.00** square feet and the Exclusive Areas admeasuring NIL square meters equivalent to NIL square feet on the 18 floor of Building No. A (as per SRA Building/Wing No. E) of the Free sale Building/s ("the said Building") being constructed/constructed in "RAUNAK CENTRUM" Project (hereinafter referred to as 'the said Apartment' and the said Apartment is hatched with Red colour on the floor plan annexed hereto and marked as Annexure 'D' with such amenities and limited common facilities as mentioned in Annexures "E" annexed hereto for a total lumpsum consideration of Rs. **1,52,01,714/- (Rupees: One Crore Fifty Two Lakhs One Thousand Seven Hundred Fourteen Only)** (hereinafter referred to as "the Consideration"). The said Flat is more particularly described in the Schedule 'A' hereunder written;

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

1. All the aforesaid recitals shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.
2. The Promoters are entitled to and shall construct/develop the said Project consisting of Five numbers of buildings having Common Three Levels of Basement. Promoters intend to construct three Rehab Buildings viz. Building Nos. C, D & E (as per SRA Building/Wing No.A, B & C respectively) comprising of Common Three Levels of Basement + Ground to 21st (P) upper residential floors and two Sale Buildings viz. Building No. B (as per SRA Building/Wing

No.D) being Commercial cum Residential building comprising of Common Three Level Basement + Ground + 1st Floor for commercial/Retails, 2nd Floor for Amenities + 3rd Floor to 30th upper floor for Residential and Building No. A (as per SRA Building/Wing No.E) comprising of College structure Comprising of Common Three Level Basement + Ground to 6th upper Floor and interconnected building structure comprising Commercial cum Residential building comprising of Common Three Level Basement + Ground + 1st Floor for commercial/Retails, 2nd Floor for Amenities + 3rd Floor to 30th upper floor for Residential on the said property. All the Three Level Basements shall be internally connected and common for aggregate five wings. Thereafter wings B (as per SRA Building/Wing No.D) and A (as per SRA Building/Wing No.E) shall be physically divided above ground level on the said property in phased manner by utilization of the full potential thereof as sanctioned and/or may be sanctioned and/or to be amended from time to time by the SRA and/or the concerned authorities in accordance with the D.C. Regulations and applicable laws and such other laws, rules and regulations as may be in force at present and/or any time hereafter. However, the Promoters intend to procure additional FSI by way of TDR or FSI that may be available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or FSI of the adjoining property or other amalgamated property/ies or otherwise and utilize and consume the same upon the said property to construct Building Nos. C, D & E (as per SRA Building/Wing No.A, B and C respectively) upto 30 upper floors and Building Nos.'B (as per SRA Building/Wing No.D) and 'A' (as per SRA Building/Wing No.E) upto 50th upper floors in accordance with the revised sanctioned plan in respect thereof that may be sanctioned by the said Authority. It being clearly agreed and understood by the Allottee/s, that any benefit available by way of increase in FSI/ TDR, if any, which may be increased by way of global FSI/TDR or otherwise howsoever from the said Property/ said adjoining Property, as the case may be, shall only be for the use and utilization by the Promoters, and the Allottee shall have no right and/ or claim in respect of the same, whether prior to the commencement of construction or during construction or after construction having been completed until final Lease deed or such other transfer document that may be executed in favour of the Society to grant lease in respect of the said Property, infrastructure and amenities on the said Property. The Allottee hereby agrees and acknowledges that the FSI of the said Building may not be proportionate to the area of the portion of the said /Larger Property on which it is being constructed in proportion to the total area of the said /Larger Property taking into account the FSI to be utilized for the building to be constructed thereon. PROVIDED THAT the Promoters shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- 3) (a) (i) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee, an Apartment bearing No. **1804**

on **18** floor of Building No. A (as per SRA Building/Wing No.E) to be known as “ (hereinafter referred to as `the said Building`) in Project Known as Raunak Centrum having Carpet Area of **55.37** square meters equivalent to **596.00** square feet and the Exclusive Areas admeasuring NIL square meters equivalent to NIL square feet (The Carpet Area & Exclusive Areas shall have the meaning ascribed to it in Recital above) (hereinafter referred to as `the said Apartment`) as shown on the floor plan hereto annexed and marked as Annexure ‘D’ and more particularly described in Schedule ‘A’ hereunder written) for the consideration of Rs. **1,52,01,714/- (Rupees: One Crore Fifty Two Lakhs One Thousand Seven Hundred Fourteen Only)** including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith and marked as Annexure E. The Carpet Area & Exclusive Areas shall have the meaning ascribed to it in Recital mentioned hereinabove.

(ii) The Promoters hereby agrees to allot One car parking space/Mechanical Parking/Stack Parking in basement as per availability to the Allottee being constructed in the layout.

3) (b) The Allottee agrees to pay to the Promoters, the amount of purchase consideration of Rs. **1,52,01,714/- (Rupees: One Crore Fifty Two Lakhs One Thousand Seven Hundred Fourteen Only)** the following manner :-

| % | Amount (Rs.) | Particulars |
|---------|--------------|---|
| 9.90 % | 99,000.00 | On Booking |
| | 14,05,970.00 | On or before Registration |
| 20.10 % | 30,55,545.00 | Within 21 Days of Registration |
| 4.00 % | 6,08,069.00 | On completion of Raft Work and Raising demand letter for this event |
| 4.00 % | 6,08,069.00 | On completion of 1st Basement Slab and Raising demand letter for this event |
| 4.00 % | 6,08,069.00 | On completion of 2nd Basement Slab and Raising demand letter for this event |
| 4.00 % | 6,08,069.00 | On completion of Plinth and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 2 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 3 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 4 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 5 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 6 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 7 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 8 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 9 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 10 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 11 and Raising demand letter for this event |

| | | |
|--------|-------------|--|
| 1.00 % | 1,52,017.00 | On completion of Slab 12 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 13 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 14 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 15 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 16 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 17 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 18 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 19 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 20 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 21 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 22 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 23 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 24 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 25 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 26 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 27 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 28 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 29 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 30 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On completion of Slab 31 and Raising demand letter for this event |
| 1.00 % | 1,52,017.00 | On Completion of Brick Work and Raising Demand Letter for this Event |
| 2.00 % | 3,04,034.00 | On completion of Internal Plaster Work and Raising demand letter for this event |
| 2.00 % | 3,04,034.00 | On completion of External Plaster Work and Raising demand letter for this event |
| 2.00 % | 3,04,034.00 | On completion of Tiling Work and Raising demand letter for this event |
| 2.00 % | 3,04,034.00 | On completion of Plumbing Work and Raising demand letter for this event |
| 2.00 % | 3,04,034.00 | On completion of Electrical fittings and Raising demand letter for this event |
| 2.00 % | 3,04,034.00 | On completion of Wooden doors frames Work and Raising demand letter for this event |
| 2.00 % | 3,04,035.00 | On completion of Wooden doors shutters Work and Raising demand letter for this event |
| 2.00 % | 3,04,035.00 | On completion of Sliding Window Work and Raising demand letter for this event |
| 3.00 % | 4,56,052.00 | On completion of External Painting Work and Raising demand letter for this event |
| 2.00 % | 3,04,035.00 | On completion of Internal Painting Work and Raising demand letter for this event |
| 2.00 % | 3,04,035.00 | On Possession and Raising demand letter for this event |

3) (c) It is clarified that the entire Consideration (other than GST or any other taxes etc.) to be paid by the Allottee/s from time to time as per the provisions of RERA and in accordance with the Payment Schedule described hereinabove shall be deposited in Bank Account No. 777705231093 maintained with ICICI Bank Ltd

, Panchpakhadi- Thane West, Branch with IFSC Code ICIC0000035 (“Collection Account”) or any such account as the Promoters may deem fit.

- 3) (d) For this purpose, the Promoters may raise demand notices for payment upon the Allottee/s, specifying the amount out of each installment of the Consideration to be paid into the Master Account. The Allottee/s shall pay the same within 15(fifteen) days of the date of such a demand notice. Further, the Promoter is not obliged to give any notice requiring such payment and the failure thereof, shall not be a plea, or an excuse for non-payment of any amount or amounts on their respective due dates.
- 3) (e) The Price herein is exclusive of all taxes and is based on several factors including the rate of GST, the provisions related to INPUT Tax Credit of GST etc. In case of any change in the provisions related to rate of GST, ITC, reversal of ITC etc. In the GST Laws, the Price herein will be varied accordingly. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of GST and Cess or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Apartment.
- 3) (f) The Consideration mentioned herein to be paid by the Allottees has been calculated inter alia on the basis of the consents, representations and covenants made that the Allottees have granted including but not limited to their irrevocable and binding consent to make any such variations, alterations, amendments or deletions as may be provided in this Agreement. In the event that the Allottees withdraw their consent or in the event the validity of the same is challenged, then the amount of Consideration stated herein shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Promoter due to such consent not being granted to the Developer.
- 3) (g) a) The Allottee is aware that the Allottee has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoters, whichever is earlier as per section 194IA of the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.
- b) The Allottee further agrees and undertakes that if the Allottee fails and/or neglects to deduct the tax at source or fails to pay the same after deduction, the Allottee alone shall be deemed to be an assessee in default in respect of such

tax and the Promoters shall not be liable for any statutory obligations / liability for non-payment of such TDS.

c) It is further agreed by the Allottee that at the time of Possession of the Apartment, if any discrepancy is found in actual form 16B & 26AS, the Allottee has to pay equivalent amount as interest free security deposit and resolve the same within 4(four) months from the date of possession. This deposit will be refunded to Allottee once the discrepancy is rectified within aforesaid time. Provided further that in case the Allottee fails to resolve the discrepancy within the stipulated period of 4 (four) months from such Possession Date then the Promoters shall be entitled to forfeit the said deposit against the amount receivable from the Allottee, which amount was deducted by the Allottee from the payments to the Promoters on account of TDS but not paid to the credit of the Central Government. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoters.

d) The consideration mentioned in clause No.3(b) hereinabove is net consideration and Allottee shall be liable to pay all the taxes payable thereupon including but not limited to GST, cess etc. The said taxes shall be paid by the Allottee immediately on demand.

3) (h) 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/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The 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 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.

3) (i) The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent (hereinafter referred to as 'the Three hold Limit'). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee 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 the Allottee, the Promoters shall demand the same from the Allottee. All these monetary adjustments shall be made at the same rate per square meter as agreed in

Clause 3(a) of this Agreement. The Parties agree that in case of variation above or below the Threshold Limit, the considerations shall be appropriately adjusted in the last installment. In such a case, all amounts paid to government departments and third parties shall be refunded to the Allottee/s only to the extent of and upon receipt of such amounts from those authorities.

3) (j) The Allottee authorizes the Promoters 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 Promoters may in their sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.

3) (k) The Parties hereby agree and confirm that this Agreement supersedes all prior discussions and understandings (whether written or oral) with respect to the subject matter of this Agreement. This agreement shall only govern the terms of this transaction and any term, condition etc. mentioned in any discussion, writing prior to the date of this presents, advertisement, hoarding, email, messages etc. and not in accordance with the terms of this agreement shall not be binding to the Promoter and shall be treated as null and void.

3) (l) In the event of the terms of the Agreement having to be modified due to operation of any statute (including RERA) or any Applicable Law then the same shall be modified to the extent required by execution of supplementary agreement. The provisions of this Agreement will not be amended or modified without the express written consent of the Parties. Neither Party shall be entitled to claim waiver of any of the terms of this Agreement without such written amendment or modification as the case may be.

4.1 That the Seller is otherwise well and sufficiently entitled to the said Plot described in the Schedule hereunder written and the same is their self-acquired property.

4.2 Time is of 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 Apartment to the Allottee and the common areas to the association of the Allottee 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 instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 3 (b) herein above. ("Payment Plan").

5. The Promoters hereby declare that the Floor Space Index available as on date in respect of the said property is 55096.11 square meters only and Promoters have planned to utilize Floor Space Index of 30000 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI/or by amalgamating the adjoining Plot/scheme by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters have disclosed the Floor Space Index of 85096.11 sq. mtrs as proposed 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 Promoters only. The Allottee hereby acknowledges that the Promoters shall be entitled to use and consume any such FSI which may be granted by the SRA in the future from time to time in relation to the said Project.
6. The residual F.A.R (FSI) and/ or TDR / FSI and/ or compensatory Fungible FSI and/ or any other FSI by whatever nomenclature called in respect of the said/Larger Property not consumed will be available to the Promoters till the full and complete development of the said Property. The Promoters shall be entitled to utilize unutilized/balance FSI, if any of the said Adjoining Property/purchase/acquire TDR/FSI and load the same on the said Property or any part thereof for which Allottee/s doth hereby accord his/her/their irrevocable consent for the same. It is further agreed and recorded by and between the parties hereto that the Promoters shall be entitled to undertake the construction work on the said property as is convenient to the Promoters and as may be permissible under Development Control Regulations and/ or by MCGM/SRA and/or by the relevant competent authorities and/or any amendment/s thereto and/or re-enactment thereof from time to time. The residual F.A.R. (FSI) and/ or TDR / FSI (by whatever nomenclature called) of the said Property not consumed will be available to the Promoters till the full and complete development of the said Property which may be acquired by the Promoters hereafter at any time and/or generate TDR/FSI Certificate and either utilize the same for its own purposes or any other property/project of the Promoters and/or its nominees including but not limited to the adjoining projects and/or sell and dispose of such TDR/FSI Certificate and adjust all benefits and/or sale proceeds etc. emanating therefrom for their own benefit without any reference to the Allottee/s and/or being responsible to make over the profits and/or sale proceeds thereof to the Allottee/s herein. It is agreed by and between the parties hereto that in the event of Promoters acquiring and/or developing any other adjacent property/properties to the said property, the Promoters shall be entitled to utilize FSI and/ or TDR / FSI (by whatever nomenclature called) of the said Property on any adjacent property/properties and/or utilize the FSI and/ or TDR / FSI (by whatever

nomenclature called) with or without payment of the premium to MCGM and / or any other concerned authority of any adjacent property/properties on the said Property as the Promoters in its sole discretion may deem fit and proper. (i)The Purchasers have not committed any default within the meaning of the Insolvency and Bankruptcy Code, 2016 (IBC) and has not received any default notice or invoice demanding the payment of any overdue amount under the IBC;

7.1 If the Promoters fail to abide by the time schedule for completing the project and handing over the said Apartment to the Allottee, the Promoters 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 Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoters. In the event that any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honoured for any reason whatsoever, then the same shall be treated as default and a failure to make a payment under this Agreement and the Promoters may at their option be entitled to exercise the recourse available thereunder. Further, the Promoters shall also at its sole discretion and without prejudice to its other rights, charge a payment dishonour charge of Rs. 300/- (Rupees Three Hundred only) for dishonour of a particular payment instruction in addition to the Interest for delayed payment.

7.2 Without prejudice to the right of Promoters to charge interest in terms of sub clause 7.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters 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 or instalments or any amount remaining outstanding for more than 3 months (whichever is earlier), the Promoters shall be entitled at their own option, to terminate this Agreement.

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and e-mail at the e-mail address provided by the Allottee, 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. If the Allottee fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement.

7.3 Provided further that upon termination of this Agreement as aforesaid, the Promoters shall, after deducting an amount equal to the sum of amounts mentioned in the clause 7.4 hereinbelow the total consideration payable hereunder, refund to the Allottee the balance of the sale price which the Allottee may have till then paid to the Promoters without any interest on the amount so refundable within a period of thirty days of the termination, the installments of sale consideration of the said Apartment which may till then have been paid by the Allottee to the Promoters. The Promoters shall also be entitled to deduct from the aforementioned refundable amount any other costs directly incurred towards the booking of the said Apartment including costs incurred towards any gifts and/or promotional offers given to and/or availed by the Allottee as well as in the event of the said resale price being less than the Purchase Price mentioned herein, the Promoters shall also be entitled to deduct the difference between the Purchase Price and the resale price. And upon termination of this Agreement, pending refund of the amount as aforesaid, the Promoters shall be at liberty to dispose off and to sell the said Apartment to such person or persons at such price and on such conditions as the Promoters may desire and think fit in their absolute discretion and the Allottee shall have no objection for the same.

Provided that any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.

7.4 Without prejudice to the other rights of the Promoters hereunder, the Promoters shall in respect of any amounts remaining unpaid by the Allottee under this Agreement, have a first charge / lien on the Apartment and the Car Parking space and the Allottee shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee under this Agreement, to the Promoters. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Promoters.

Provided however, that the Allottee may terminate this agreement with the due written consent of the Promoter subject to execution of Deed of cancellation and payment of amount as mentioned hereinbelow.

Provided further that upon termination of this Agreement as aforesaid, the Parties shall execute and register a Deed of Cancellation of this Agreement for Sale. Upon termination the Promoters shall be entitled to deduct the following amounts.

- a) Stamp Duty paid by the Promoter on the Agreement
- b) GST paid/payable in respect of this Transaction;
- c) Brokerage paid on this transaction if any;
- d) Amount paid/reimbursed in respect of any Financial Assistance granted to the Allottee by the Promoter or any Financial Institution & reimbursement paid by Promoter to such Financial Institute;
- e) An amount equal to 9.90% of the total consideration payable hereunder;
- f) Cost of any specific amenity/concession/rebate/gift/offer granted to the Allottee; and refund to the Allottee the balance of the sale price which the Allottee may have till then paid to the Promoters without any interest on the amount so refundable within a period of thirty days of registration of Deed of Cancellation. And upon termination of this Agreement, pending refund of the amount as aforesaid, the Promoters shall be at liberty to dispose off and to sell the said Apartment to such person or persons at such price and on such conditions as the Promoters may desire and think fit in their absolute discretion and the Allottee shall have no objection for the same

7.5 Upon termination of this Agreement, the Parties shall execute and register a Deed of Cancellation to record the cancellation of this Agreement and the Allottee/s shall return to the Promoter all the original documents, papers, writings executed between the Parties including the original Agreement. The Allottee/s hereby appoints the Promoter as his/her/its Constituted Attorney and authorizes the Promoter to execute and register such Deed of Cancellation and such other documents and/or writings for and on behalf and in the name of the Allottee/s without recourse to the Allottee/s, in the event the Allottee/s fail to come forward and/or are unable to execute and register the Deed of Cancellation within 30 days of the termination and/or cancellation.

7.6 In case the Allottee fails to repay the installment due whether in respect of interest, principal loan and as a result if bank/financial institutions exercise its right to foreclose the said loan and possess the mortgage property viz. the said Apartment, in that case notwithstanding anything contained in any letter or documents the financing entity shall not be entitled to possess the said Apartment before payment of all the dues of the Allottees including dues in respect of maintenance charges, delayed payment, possession change, interest and legal expenses etc. However, in such case the lien of the financial entity on the said Apartment shall continue subject always to the first claim of the promoter herein in respect of the dues as mentioned above

8. It is made clear by the Promoters that the quality, colour, shape, make and design of the materials used for providing amenities in the apartments/units may differ from wing to wing and/or building to building in the Sale Building and it is not binding on the Promoters to use the same quality, colour, shape, make and design materials in the entire said Project.
9. The Promoters have informed the Allottee and the Allottee is aware that amenities and facilities, if any, may be commonly provided for multiple towers/buildings being constructed in the said Project on the said Property in terms of the said Layout Plan. The Allottee/s further covenant that they shall not cause any nuisance, hindrance or raise objections to the use of these amenities and facilities in other buildings constructed on portion of the said Property / said Property as a part of the layout by the respective Allottees/occupants of premises therein.
- 10.1 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts of best quality to be provided by the Promoters in the said building and the said Apartment are set out in Annexure ' F ' annexed hereto.
- 10.2 The specifications mentioned in the advertisement/communication or the brochures, pamphlets regarding the Apartment and buildings and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specification and/or service or cannot be construed as same and the Promoter shall at its absolute discretion may change it if necessary for maintaining best quality and standard of the construction.
- 10.3 The Allottee is aware that the Promoter is not the manufacturers of the amenities which are to be provided as mentioned in the List of Amenities. The Promoter do not warrant or guarantee the use, performance or otherwise of these amenities. The parties hereto agree that responsibility of the Promoter is limited to the extent of warranty/guarantee given by the concerned suppliers and for the period of such warranty/guarantee.
11. The Promoters shall give possession of the said Apartment to the Allottee on or before 30th day of June 2027. If the Promoters fail or neglect to give possession of the said Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by him in respect

of the said Apartment with interest at the same rate as may mentioned in the clause 7.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid,

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

(i) war, civil commotion or act of God ;

(ii) non-availability of steel, cement or other building material, water or electric supply,

(iii) any notice, order, rule, notification of the Government and/or other public or competent authority/court or changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development of the project and

(iv) delay in issue of Occupation Certificate by the MCGM and/or Planning Authority and circumstances beyond the control of the Promoter.

12.1 Procedure for taking possession - The Promoters, upon obtaining the occupation certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Promoters shall give possession of the said Apartment to the Allottee. The Promoters agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottees, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupation certificate of the Project.

12.2 The Allottee shall take possession of the said Apartment within 15 days of the written notice from the Promoters to the Allottee intimating that the said Apartment is ready for use and occupation.

12.3 Failure of Allottee to take Possession of said Apartment: Upon receiving a written intimation from the Promoters as per clause 12.1, the Allottee shall take possession of the said Apartment from the Promoters by executing necessary

indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 12.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

- 12.4 The Allottees hereby agree that in case he/she/they/it fail(s) to respond and/or neglect(s) to take possession of the Apartment within the time stipulated by the Promoter in the letter for Intimation of Possession, and/or cancel / terminate the Agreement for Sale, then the Promoter shall be entitled and hereby reserves its right to forfeit the entire amount received by the Promoter towards the Apartment along with interest on default in payment of installments (if any), applicable taxes and any other charges/amounts. The Allottee further agree and acknowledge that the Promoter's obligation of delivering possession of the Apartment shall come to an end on the date of expiry of the letter for Intimation of Possession and that subsequent to such date the Promoter shall not be responsible and/or liable for any obligation towards the Allottee for the possession of the Apartment.
- 12.5 In case of the Allottee fails to pay the installment in time and as a result the Promoter has not handed over the possession, the Allottee shall still be liable to bear and pay maintenance charges and taxes in respect of the said Apartment from the date of Occupation Certificate.
- 12.6 In case the Allottee fails to repay the installment due whether in respect of interest, principal loan and as a result if bank/financial institutions exercise its right to foreclose the said loan and possess the mortgage property viz. the said Apartment, in that case notwithstanding anything contained in any letter or documents the financing entity shall not be entitled to possess the said Apartment before payment of all the dues of the Allottees including due in respect of maintenance charges, delayed payment, possession charge, interest and legal expenses etc. However, in such case the lien of the financial entity on the said Apartment shall continue subject always to the first claim of the promoter herein in respect of the dues as mentioned above.
- 12.7 If within a period of five years from the date of handing over the said Apartment to the Allottee or receipt of obtaining Occupation Certificate by the Promoters whichever is earlier, the Allottee brings to the notice of the Promoters any structural defect in the said Apartment or the building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their 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 Act.

12.8 After receiving possession from the Promoters, any damage due to wear and tear of whatsoever nature is caused thereto (including the defects as mentioned in Clause 12.7 above), the Promoters shall not be responsible for the cost of reinstating and/or repairing such damage caused by the Allottee and the Allottee alone shall be liable to rectify and reinstate the same at his own costs.

13 The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle. The Allottee agrees not to change the user of the said Apartment without prior consent in writing of the Promoters and any unauthorised change of user by the Allottee shall render this Agreement voidable at the option of the Promoters and the Allottee in that event shall not be entitled to any right arising out of this Agreement.

14 The Allottee along with other allottee(s) of Apartments in the 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 the registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register the common organisation of Allottees. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoters may become a member of the said Society or such proposed society or association / apex body / Federal bodies to the extent of all unsold and/or unallotted Apartments/units, areas and spaces in the Building(s).

15.1 The Promoters shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoters in the said structure of the Building in which the said Apartment is situated.

- 15.2 The Promoters shall, within three months of registration of the Society or Limited Company, as aforesaid, transfer to the Apex Body or to the joint ownership of the Societies of the Sale building, all the right, title and the interest of the Promoters in the common areas and facilities provided in the said property on which the said building or buildings with multiple wings are constructed.
- 15.3 Within 15 days after notice in writing is given by the Promoters to the Allottee that the said Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the said property and Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and buildings. Until the Society or Limited Company is formed and the said structure of the building or wing is transferred to it, the Allottee shall pay to the Promoters 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 of Rs. **8940.00/-** per month towards the outgoings. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until an assignment of lease of the structure of the building or wing is executed in favour of the respective society or a limited company as aforesaid. On such assignment of lease being executed for the structure of the building or wing, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be. The Promoters shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold premises. Even after the Promoters developing the entire said Property, the Promoters shall continue to have a right to hold and/or dispose off the remaining unsold Premises in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the Promoters and the Allottee of such remaining Premises shall be accepted as members of such Society/Association or limited Company. The Promoters in that case shall not be required to pay any transfer fees charges, premium and/or donation and/or compensation and/or cost in any form whatsoever to the Society/Association or limited Company or to the said Society, save and except the municipal taxes at the actual, membership fee, share money and entrance fee per member for such remaining unsold Premises. The Society/Association or limited Company shall be liable to grant such prospective purchaser/s or allottee/s its membership in accordance with its bye-laws and also be liable to issue NOC in respect of such remaining unsold Premises as and when required by the said Bank for sale/disposing off in any manner of such of the remaining unsold Premises to the prospective allottee/s and/or assignee/s.

16.1 The Allottee shall pay the other charges mentioned hereunder to the Promoter account as per following :-

i) Rs. **4,00,000/-** for layout infrastructure development.

ii) Rs. **10,000/-** for formation of society.

iii) Rs. **10,000/-** legal charges.

(Taxes on above as applicable)

The Promoter has informed to the Allottee about the above said charges and The Allottee shall not be entitled to raise questions in respect of the said amount.

16.2 The Allottee shall also pay the following amount on or before possession of the said premises

i) Rs. **700.00/-** for share money, application entrance fee of the Society or Limited Company. towards share money.

ii) Rs. **107280.00/-** towards deposit for maintenance charges for a period of 12 months

iii) Rs. **18,000/-** Towards Parking maintenance charges for 12 Month.

(Taxes on above as applicable)

It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Allottee agrees to pay to the Promoters, such other charges/amounts or such increase in the abovementioned other charges/amounts as the Promoters may indicate. The Allottee shall also be liable to pay before taking possession, the deposit for the payment of property taxes and water charges for the period of 12 months. The maintenance charges mentioned herein above is excluding the amount of property taxes and water charges. In the event of a shortfall between the amount deposited with the Promoters by the Allottee towards Property Tax and the demand raised by the authorities (Shortfall Amount), the Promoters shall inform the Allottees of such shortfall and the Allottees shall be liable to ensure that the same is paid to the Promoters within 15 days of receipt of intimation from the Promoters, failing which the Allottees shall be liable to pay interest as levied by the concerned authorities together with late payment charges amounting to 5 per cent of the shortfall amount or such part of the Shortfall Amount remaining unpaid. The Promoters shall not be responsible for any penalty/delay/action on account of such shortfall amount and the same shall entirely be to the account of the Allottees.

17 The Allottee shall pay to the Promoters a sum of Rs. 10000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Society, or Limited Company and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the Assignment of Lease.

18 At the time of registration of Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by such Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/wing of the Building. At the time of registration of Lease of the said building/property, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the respective Society/ies on such Lease or any document or instrument of transfer in respect of the common property, amenities and facilities upon the said property to be executed in favour of all the Societies/Apex Body formed/to be formed on the said property.

19 REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

a) The Promoters hereby represent and warrant to the Allottee as follows:

i. The title of the said property is clear and marketable as declared in the title report annexed to this agreement and the Promoters have requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said property for the development of the said Property;

ii. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the said Property and shall obtain requisite approvals from time to time to complete the development of the said property;

iii. There are no encumbrances upon the said property or the Project except those disclosed in clause No.b (a.19) to (a.26) hereinbelow;

iv. There are no litigations pending before any Court of law with respect to the said property except those disclosed in clause No.b (a.27) to (a.28) hereinbelow;

v. All approvals, licenses and permits issued by the competent authorities with respect to the development of the said property and said building/wings 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, the said property and said building/wing 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 said property, Building and common areas;

vi The 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;

vii. The 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, including the Project, the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the Lease Deed of the structure to the association of allottees, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure jointly and proportionately to the Association of the Allottees or the Apex Body;

x. The 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 said project to the competent Authorities;

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

b) The Promoters have informed to the Allottee and the Allottee is aware that as per the Scheme envisaged by the Promoters as follows:

a) The Promoters shall/are develop/developing the said lands known as "RAUNAK CENTRUM".

b) a.1) The Promoters are entitled to construct Five numbers of buildings having Common Three Levels of Basement. Promoters intend to construct three Rehab

Buildings viz. Building Nos. C, D & E (as per SRA Building/Wing Nos .A, B & C respectively) comprising of Common Three Levels of Basement + Ground to 21st (P) upper residential floors and two Sale Buildings viz. Building No. B (as per SRA Building/Wing No D) being Commercial cum Residential building comprising of Common Three Level Basement + Ground + 1st Floor for commercial/Retails, 2nd Floor for Amenities + 3rd Floor to 30th upper floor for Residential and Building No.A (as per SRA Building/Wing No.E) comprising of College structure Comprising of Common Three Level Basement + Ground to 6th upper Floor and interconnected building structure comprising Commercial cum Residential building comprising of Common Three Level Basement + Ground + 1st Floor for commercial/Retails, 2nd Floor for Amenities + 3rd Floor to 30th upper floor for Residential on the said property. All the Three Level Basements shall be internally connected and common for aggregate five wings. Thereafter wings B (as per SRA Building/Wing No.D) and A (as per SRA Building/Wing No.E) shall be physically divided above ground level on the said property in phased manner by utilization of the full potential thereof as sanctioned and/or may be sanctioned and/or to be amended from time to time by the SRA and/or the concerned authorities in accordance with the D.C. Regulations and applicable laws and such other laws, rules and regulations as may be in force at present and/or any time hereafter. However, the Promoters intend to procure additional FSI by way of TDR or FSI that may be available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or FSI of the adjoining property (as defined hereinafter) and/or other amalgamated property/ies or otherwise and utilize and consume the same upon the said property to construct Building Nos.C, D & E (as per SRA Building/Wing No.A, B and C respectively) upto 30 upper floors and Building Nos.'B (as per SRA Building/Wing No.D)' and 'A' (as per SRA Building/Wing No. E) upto 50th upper floors in accordance with the revised sanctioned plan in respect thereof that may be sanctioned by the said Authority in accordance with the revised sanctioned plan in respect thereof that may be sanctioned by the said Authority;

a.2) the Promoter hereby represents that the Promoters propose to provide the facility Fitness Centre on the Second Floor of the said Building No.A (as per SRA Building/Wing No.E), which shall be constructed by the Promoters by utilizing and consuming 764.13 sq. mtrs. out of the permissible FSI of the said property as well as additional FSI purchased by the Promoters and equip the same with latest amenities, facilities and features and the same shall always be maintained, owned and managed by the Promoters who shall grant the enjoyment thereof, by providing membership to the owner of the said apartment for such Gym / Fitness Centre upon such terms and conditions as may be deemed fit and proper by the Promoters. It is further represented by the Promoters that the said R360 or any other Gym shall be maintained, owned and managed by the Promoters. As the owner of the said R360 or any other Gym / Fitness Centre, the Promoters shall be entitled to permit and admit other than the allottee/purchasers of the premises constructed in the said Raunak Centrum

Project, who shall be interested to become the member of the said R360 or any other Gym and enjoy the facility and amenities provided therein subject to the rules and regulations formulated by the Promoters for the management thereof from time to time. The Allottee herein along with the other Allottees will not raise any kind of objection, hindrance and/or obstruction to the same and Allottee herein has granted his/her express and irrevocable consent for the same and agrees and assures the Promoters that such above covenant shall always remain binding upon him/her. Furthermore, the Promoters hereby also represents that the aforementioned R360 or any other Gym / Fitness Centre being a private Gym / Fitness Centre, the facility, amenity and membership thereof extended by the Promoters to the Allottee of the said property is optional and the Allottee who does not wish to obtain or accept the same shall be free to decline such facility offered by the Promoters and in such an event of the Allottee declining the enjoyment of such additional facility and membership of R360 or any other Gym / Fitness Centre, covenants that he shall forgo the said facility forever and thenceforth not be entitled to enjoy the facilities and benefits thereof like the other members of R360 or any other Gym / Fitness centre nor shall he be entitled to raise any objections in respect thereof in any manner whatsoever.

a.3) Apart from the aforementioned R360 or any other Gym / Fitness Centre, the Promoters assure to provide other allied infrastructural common amenities, facilities and such facilities and amenities will be used, utilized, availed and shared only by all the Allottees of all the buildings that shall be constructed on the said property in the manner stated herein.

a.4) Each Apartment Allottee of the said building alongwith the Allottees of premises in other residential buildings only of Raunak Centrum Project as well as any other interested proposed member residing in any other buildings i.e. public in general, interested in becoming the member of the said R360 or any other Gym / Fitness Centre, shall have right to become the member thereof to use and enjoy the facility and amenities provided by the said R360 or any other Gym / Fitness Centre subject to the terms & conditions that may be imposed by the Promoters.

a.5) The Allottee shall be entitled to enter into the R360 or any other Gym / Fitness Centre, however he shall only be entitled to use the facilities provided therein only upon paying the necessary charges that shall be fixed by the Promoters and/or the agency to be appointed for running the same Furthermore, the Promoters hereby also represents that the Garden more particularly shown by green colour wash on the plan annexed hereto and marked as Annexure 'C3' shall be provided for the benefit and enjoyment of the Allottees of the Building Nos. A (as per SRA Building/Wing No. E) & B (as per SRA Building/Wing No.D) only. The Promoters also providing Swimming floor in the Building 'E' for the

exclusive use, benefit and enjoyment of the Allottees and occupants of the Sale Buildings only.

a.6) The Promoters hereby represent that they shall provide single entrances and exit points from the nearest public road to the internal road/ driveways for Rehab Buildings i.e. the allottees of the Rehab Buildings shall be entitled to use and enjoy the single south side access/internal road only for ingress and egress purpose by foot, vehicle and/or animal cart which is more particularly shown by brown coloured wash on the plan annexed hereto and marked as Annexure 'C3' and the allottees of the Sale Buildings shall be entitled to use and enjoy the common North side access/internal road for ingress purpose and separate South side access/internal road for egress purpose by foot, vehicle and/or animal cart from and to the extent which is more particularly shown by pink and purple coloured hatched lines respectively on the plan annexed hereto and marked as Annexure 'C3'.

a.7) The development and construction of the said Building on the said property is under the Regulation 33(10) of the Development Control Regulations of Greater Mumbai, 1991 and is part of the mixed used project contemplated on the said property which may include residential, commercial and retail premises;

a.8) The development of the said property and the construction of the Free Sale Building/s thereon shall happen in a phased manner which shall take substantial time for completion. In course of such development or otherwise the Promoters shall be entitled to amend the existing layout plans, building plans and/or floor plans (including increase/decrease of floor levels) as may be desired by the Promoters from time to time without the consent or concurrence of the Allottee.

a.9) The development of the said property is dynamic and the scope thereof could be substantially increased from time to time by the amalgamation, mixture and composition of land plates, FSI and various development schemes under the applicable laws. The Promoters shall be entitled to amalgamate the schemes in respect of the adjoin lands with the development scheme of the said property without requiring any consent from the Allottee and/or the said Society;

a.10) The Promoters have also obtained development rights in respect of the remaining said lands viz. plots of land bearing CTS Nos.126(pt), 126(2), 126/4(p), 126/6(p), 126/7(p) and 126/8(p) admeasuring 15710 sq. mtrs. of village Chembur, Taluka Kurla, District Mumbai and lying, being and situate at Off Eastern Express Highway, Chunabhatti, Mumbai, and more particularly described in the Third Schedule hereunder written hereinafter referred to as 'the

said Adjoining property') which are adjoining the said property and the hutment dwellers whereof have joined together and decided to form a proposed co-operative housing society named 'Rahul Nagar No.2 Pipelines and Mahatma Phule Co-operative Housing Society Ltd.(proposed)' hereinafter referred to as 'the said adjoining Society'.

a.11) The Promoters have hereby represented to the Allottee that the major portion of the said Adjoining Property has underground water pipelines passing through it. The Promoters are desirous of amalgamating the said Adjoining Property with the said property (hereinafter referred to as 'the said Larger Property') and develop both the properties i.e. the said Larger Property in phasewise manner i.e. to develop the said property in Phase I and the said Adjoining Property in phase II development of the said Project i.e. 'RAUNAK CENTRUM' or any other name the Promoters may deem fit. The Promoters desire to develop the said lands i.e. the said Larger Property as a single plot and to construct rehab buildings for the occupants of the said adjoining Society over a portion of the said Adjoining property more particularly shown on the tentatively revised plan annexed hereto and marked as Annexure 'C3'.

a.12) The Promoters have further represented that they are entitled to develop the said Adjoining Property by constructing buildings and structures for Rehab component as well as the Sale components upon the said Adjoining Property in order to accommodate and rehabilitate all the occupants and slum dwellers of the said adjoining Society as well as sell the premises of sale buildings to the prospective purchasers and in the event of the FSI of the said Adjoining Property being remained unused/utilized, if any, upon the said Adjoining Property, the Promoters shall be absolutely entitled to utilize and consume such utilised and/or balance FSI of the said Adjoining Property upon the said property in order to construct the sale buildings upon the said property being building Nos.A (as per SRA Building/Wing No.E) and/or B (as per SRA Building/Wing No.D) upto 50 upper floors and/or additional floors upon the rehab building Nos.C, D & E (as per SRA Building/Wing No.A, B and C respectively) upto 30 upper floors that shall be constructed upon the said property.

a.13) The Promoters hereby represent that upon amalgamating the said Adjoining Property with the said property, the term "SAID PROPERTY" shall mean and include the said property alongwith the said adjoining property and accordingly, the FSI of the said property shall also include the FSI of the said Adjoining Property and as such, the FSI of the said property shall mean and include the aggregate sum of both the amalgamated properties i.e. the said Larger property. Furthermore, in such an event of the amalgamation of the said property with the said adjoining property, the Promoters shall be entitled to rehab the slum dwellers of the said property and/or the said Adjoining Property upon

any of the rehab buildings which shall be constructed on any portion of the said property/adjoining property i.e. the said Larger Property.

a.14) The Promoters have further represented to the Allottee that upon the Promoters amalgamating the said adjoining Society with the said property, the Promoters shall be entitled to develop the said Larger property and construct structures and buildings thereon upon obtaining requisite permissions and sanctions and in accordance with the plan annexed hereto as Annexure 'C3' that shall be sanctioned by the said Authority and/or competent authority from time to time and shall also be entitled to grant right of way through the said property to the said adjoining property from west side internal road more particularly shown by dotted lines on the plan annexed hereto as Annexure "C3" and the Allottee hereby agrees not to object or raise any claim in respect thereof..

a.15) The Promoters shall, however be entitled to make any variations, alterations or amendments in the said plans or specifications of the said flat if required to be made for the purpose of meeting any requisition, objection or requirement of the Concerned Authorities and/or at their sole discretion.

a.16) The Promoters have represented to the Allottee that the Promoter shall form a separate organization/society in respect of the Rehab Building ("said Society") and a separate organization/society in respect of the Sale Building ("said Distinct Society") constructed on the said Property. It is hereby further agreed and understood by the Allottee/s that in addition to the aforesaid, an Apex Body or society shall be formed which shall consist of appropriate representation from the members of the Rehab Society and members of the Free-Sale Society which Apex Body shall be responsible for monitoring, maintaining and regulating the usage of common areas and amenities of the said Project. The Promoters have further represented that the Allottee alongwith other Allottees of the premises of the free sale building will, at the discretion of the Promoters, be admitted as member of the said Distinct Society'. The Promoters may execute separate Conveyances in respect of the plinth area of buildings in favour of such respective Society alongwith FSI consumed thereon and cause the Government or MCGM to grant Lease of the entire property or of the common facilities in favour of the Apex Body/Federation which would be formed by the said Society and Co-operative Housing Societies of all/respective Sale buildings to be constructed on the said entire property.

a.17) As the said/ Larger property is being developed as one property, in the event of Promoters causing the said MCGM to grant separate lease in favour of respective society of respective buildings, it will not be possible to sub-divide the

said /Larger property, as such the Allottee shall not be entitled to ask for sub-division of the said/Larger property, as the case may be.

a.18) The Lease shall be caused to be executed by the Promoters only upon the completion of all the premises and development of the said/ Larger property and the Allottee shall not insist upon the Lease prior to the completion of the entire development of the said/ Larger property.

a.19) The Promoters are entitled to utilise any additional FSI that may be available to them either by way of Transfer of Development Right (TDR) or increase in F.S.I. due to changes in Development Rules or under any Law, by constructing additional premises on the ground floor or additional floors on the building/s constructed by them or by constructing one or more separate building/s on the said/Larger property, as the case may be. The Promoters shall be entitled to use/consume the aforesaid additional F.S.I. till the execution of Lease in favour of the said Distinct/Apex Society.

a.20) The Promoters have informed the Allottee and the Allottee is aware that the Promoters are constructing the said Project upon a portion of the said Property delineated in the Layout Plan and identified as "RAUNAK CENTRUM". The Promoters may in its/their sole discretion club the present SRA scheme with any other adjoining, adjacent schemes and/or sub-divide the said Property/and/or amalgamate the same and/or club any schemes with any contiguous, adjoining or adjacent lands, properties and schemes as may be desired and may acquire further parcels of land adjacent to the said Property and include/amalgamate/club the same as a part of the proposed development by amending the layout from time to time and utilize the FSI/ development potential available from such additional parcels of land for the construction/development of the buildings on the said Property as a part of the development. Further, in the event, the Promoters opt to amalgamate/club the adjoining properties/schemes with the said Property/present scheme, the Promoters shall be entitled to carry out the development of such amalgamated property in a phase wise manner wherein said Project shall be the first phase. The Promoters shall have the right to effect such alterations to the buildings in the Layout Plan, if and when found necessary, which alterations may involve all or any of the following changes, namely, change in the number of the units to be constructed or dimensions or height, elevation or contractors of the building or such other changes or variations due to any condition that may be imposed by planning authorities, as it may be necessary without intimating the Allottee/s in respect thereof. The Allottee/s hereby, expressly and unconditionally consent/s to all of the above changes/amendments / variations that may be effected by the Promoters in the course of the development of the said Property including the said Buildings, said Project and said Property, such consent of the Allottee/s shall be deemed to be his/her/their/its consent, contemplated by

Section 14 of the RERA and such other applicable laws. PROVIDED that the Promoters agree to obtain separate consent of the Allottee/s in respect of such variation, alteration or modification, if the same may adversely affects the said Apartment.

a.21) The Promoters have informed the Allottee and the Allottee is aware that in addition to Apartments to be constructed in the said Buildings, the Promoters will be entitled, if required by law or in terms of this Agreement, to construct further structures ancillary to the said Buildings such as pump rooms, meter rooms, underground tanks, sewerage treatment plant, watchman room, temporary transit camp for tenants, labour camps, substation for power supply company etc. on any portion of the said Property. In addition to the said ancillary structures, the service lines common to the said Building, other amenities and facilities which are common for the use of the said Building being/to be constructed on the said Property may be provided on the portion of the said Property over which the said Building is being constructed and for which the Promoter will not be required to take any further consent of the Allottee under this Agreement.

a.22) In pursuance of the said Sanction Letter dated 08/04/2015 and as a security for the repayment of an amount of Rs.25,00,00,000/- (Rupees Twenty Five Crores only) along with interest and other monies that may become due and payable to the ICICI Home Finance Company Limited (hereinafter referred to as 'the said ICICI HFCL'), the Partners of the Promoters being one of the Borrower have executed an Indenture of Mortgage dated 24/04/2015 (hereinafter referred to as 'the said First Deed of Mortgage') in favour of the said ICICI HFCL and have created mortgage in respect of one of their properties more particularly described in the Second Schedule therein referred to as the mortgaged property (which do not include the said property) in order to raise funds for development of the said property, upon the terms and conditions contained therein. The said First Deed of Mortgage is registered with the office of Sub Registrar of Assurances at Kalyan under Serial No.3300/2015 on 27/04/2015;

a.23) In pursuance of the said Sanction Letter dated 14/06/2016 and as a security for the repayment of an amount of Rs.60,00,00,000/- (Rupees Sixty Crores only) along with interest and other monies that may become due and payable to the said ICICI Bank Ltd. (hereinafter referred to as 'the said Bank'), the Partner of the Promoters herein being Borrower Nos. I and II therein, on behalf of Promoters, have executed an Indenture of Mortgage dated 28/06/2016 (hereinafter referred to as 'the said Second Deed of Mortgage') in favour of the said Bank and have created mortgage in respect of the other properties of the Promoters more particularly described in the Sanctioned letter therein referred to as the mortgaged property (which do not include the said property) in order

to raise funds for development of the said property upon the terms and conditions contained therein. The said Second Deed of Mortgage is registered with the office of Sub Registrar of Assurances at Mumbai under Serial No.7895/2016 on 27/07/2016;

a.24) In pursuance of the said Sanction Letter dated 14/06/2016 and as an additional security for the repayment of the loan availed under the said Second Mortgage along with interest and other monies that may become due and payable to the said Bank, M/s. Raunak Corporation, being one of the sister concern of the Promoters, have executed a Supplemental Indenture of Mortgage for Additional Security dated 28/06/2016 (hereinafter referred to as 'the said Supplemental Deed') in favour of the said Bank and have created mortgage in respect of their property situated at Kalyan, District Thane more particularly described in the Schedule therein referred to as the mortgaged property in order to raise funds for development of the said property upon the terms and conditions contained therein. The said Supplemental Deed is registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No.KLN-4/6421/2016 on 03/08/2016;

a.25) By First Deed of Reconveyance, the said ICICI HFCI has released, reassigned and reconveyed the properties mentioned in the First Schedule thereunder written in favour of the Partners of the Promoters in lieu of the full settlement of the term loan of Rs.25,00,00,000/- (Rupees Twenty Five Crores only) along with interest and other monies that became due and payable under the said First Mortgage Deed by the Promoters. The said First Deed of Reconveyance is duly registered with the office of Sub-Registrar of Assurances at Kalyan vide Sr.No.1256/2019

a.26) By a Deed of Reconveyance dated 14/12/2021 (hereinafter referred to as 'the said Second Deed of Reconveyance') executed by and between the said ICICI bank therein referred to as the Lender of the One Part and M/s. Shree Viraj Enterprises and M/s. Raunak Jigna Builders being Borrower Nos. I and II therein, on behalf of M/s. Raunak Jigna Associates being the AOP of the Second Part, the Lender therein granted, reassigned, reconveyed, released and discharged forever the claim unto the Borrower Nos.I & II therein in respect of the said mortgaged property more particularly described in the First Schedule thereunder written upon the terms and conditions contained therein. The said Second Deed of Reconveyance is duly registered with the office of Sub-Registrar of Assurances at Kurla vide Sr.No.19383/2021 on 15/12/2021;

a.24) By a Deed of Reconveyance dated 14/12/2021 (hereinafter referred to as the 'said First Supplemental Deed of Reconveyance') executed by and between

the said ICICI bank therein referred to as the Lender of the One Part and M/s. Raunak Corporation, therein referred to as the Mortgagor of the Second Part, the Lender therein granted, reassigned, retransferred, reassured and released and discharged forever the claim unto the Mortgagors therein in respect of the said mortgaged property more particularly described in the First Schedule thereunder written upon the terms and conditions contained therein. The said First Supplemental Deed of Reconveyance is duly registered with the office of Sub-Registrar of Assurances at Kalyan vide Sr.No.14131/2021 on 15/12/2021.;

a.27) In pursuance of the said Sanction Letter dated 09/12/2021 and as a security for the repayment of an amount of Rs.160,00,00,000/- (Rupees One Hundred Sixty Crores only) equivalent to 1600.00 million along with interest and other monies that may become due and payable to the said ICICI Bank, M/s. Shree Viraj Enterprises and M/s. Raunak Jigna Builders being Borrower Nos. I and II therein, on behalf of and being the sister concerns of the Promoters, have executed an Indenture of Mortgage dated 14/12/2021 (hereinafter referred to as 'the said Third Deed of Mortgage') in favour of the said ICICI Bank and have created mortgage in respect of the property more particularly described in the Sanctioned letter therein referred to as the mortgaged property in order to raise funds for development of the said property upon the terms and conditions contained therein. The said Third Deed of Mortgage is registered with the office of Sub Registrar of Assurances at Kurla under Serial No.19396/2021 on 15/12/2021;

a.28) In pursuance of the said Sanction Letter dated 09/12/2021 and as an additional security for the repayment of the loan availed under the said Third Deed of Mortgage along with interest and other monies that may become due and payable to the said ICICI Bank, M/s. Raunak Corporation being one of the sister concern of the Promoters, have executed an Indenture of Mortgage dated 14/12/2021 (hereinafter referred to as 'the said Second Supplemental Deed') in favour of the said ICICI Bank and have created mortgage in respect of the property more particularly described in the Second Schedule therein referred to as the mortgaged property in order to raise funds for development of the said property upon the terms and conditions contained therein. The said Second Supplemental Deed is registered with the office of Sub Registrar of Assurances at Kalyan under Serial No.14132/2021 on 15/12/2021.

a.29) The Addl. Collector (Encroachment/Expulsion) and Competent Authority, Chembur, vide its order dated 13/05/2016, declared one Mrs. Sandhya Rapole (hereinafter referred to as 'the said Sandhya'), to be ineligible to the part or any portion of entitlement of the Protected Residential Premises and as such was ordered to vacate and surrender her alleged tenement over to the Promoters (hereinafter referred to as 'the said first Order'). Being aggrieved by the said impugned First Order, the said Sandhya filed an appeal before the Hon'ble Dy.

Collector, Chembur, and requested the Hon'ble Dy. Collector to declare her as an eligible candidate and as such entitled to the aforesaid Protected Residential Premises and for cancellation of the said impugned first order. However, the said appeal was dismissed by the Hon'ble Dy. Collector vide its order dated 29/06/2016 (hereinafter referred to as 'the said Second Order'). Being aggrieved by the impugned said Second Order, the said Sandhya filed a Petition being Writ Petition No.1856/2016 before the Hon'ble High Court of Judicature at Bombay, Ordinary Original Civil Jurisdiction against the said impugned Second Order. The Hon'ble High Court, vide its order dated 12/07/2016, was pleased to set aside the said impugned Second Order and further directed the Respondents No.2 & 4 therein i.e. the Deputy Collector (Enc./Rem.) and the Promoters herein respectively, to make out panchanama and survey report and initiate further requisite proceedings in respect of the said tenement (hereinafter referred to as 'the said Third Order'). In pursuance of the directions of the Hon'ble High Court, survey was carried out and upon perusal of the Panchanama, survey report as well as investigation made, the Hon'ble Dy. Collector, has vide its order dated 07/11/2016, rejected the request made by the said Sandhya to incorporate her as the tenant in respect of the said property (hereinafter referred to as 'the said Fourth order'). Being aggrieved by the impugned said Fourth Order, the said Sandhya filed an appeal bearing No.58/2017 before the Hon'ble Addl. Collector (ENC/REN) Eastern Suburbs, Churchgate. By order dated 16/04/2018, the Hon'ble Addl. Collector (ENC/REN) Eastern Suburbs, Churchgate, dismissed the Appeal bearing No.58/2017 (hereinafter referred to as 'the said Fifth Order'). Being aggrieved by the impugned said Fifth Order, the said Sandhya filed an appeal bearing No.132/2019 (hereinafter referred to as 'the said First Appeal') before the Hon'ble Grievance Redressal Committee, Mumbai Suburb and the same is pending. However, no adverse order has been passed in the said First Appeal.

a.30) One Mrs. Leelavati Shilimkar (hereinafter referred to as 'the said Leelavati') made an application dated 31/12/2015 to the office of The Addl. Collector (Encroachment/Expulsion) and Competent Authority, Chembur, for considering her to be the tenant of the said property with respect to tenement No.486 which she allegedly had duly purchased from one of the eligible tenant, Smt. Vaishali Rajendra Sawant and as such requested to incorporate her name in lieu of the said Smt. Vaishali Rajendra Sawant in index II maintained by the said Addl. Collector in respect of the tenants of the said property. However, the said Addl. Collector, Chembur vide its said order dated 08/07/2016, dismissed her application for lack of jurisdiction to carry out the request made in the aforesaid application (hereinafter referred to as 'the said Sixth Order'). Being aggrieved by the impugned said Sixth Order, the said Leelavati, filed an appeal before Addl. Collector (Encroachment/Expulsion) Eastern Suburbs, Churchgate, being Slum Appeal No.217/2016 (hereinafter referred to as 'the said Second Appeal') against the said impugned Sixth Order with the prayer to incorporate her name as the eligible Tenant/as the Tenant eligible to the Protected Residential Premises in respect of her alleged tenement No.486 The Hon'ble

Addl. Collector (Encroachment/Expulsion) Eastern Suburbs, Churchgate by its order dated 03/11/2017 partly allowed the said Second Appeal and cancel the order passed by Addl. Collector (Encroachment/Expulsion) and Competent Authority, Chembur and further directed the parties to approach Civil Courts get the ownership rights ascertained/obtain appropriate verdict pertaining to the Ownership rights of the said Leelavati.

a.31) While the Promoters would have given possession of one or two flats, the other flats will be under construction or yet to commence. The Allottee/s who take possession of such flat shall not object to the construction activities going on in the adjoining area and shall take all necessary precautions of safety and security of their own, if they enter into the area of construction, where construction is going on and shall indemnify the Promoters as regards the same in respect of their safety and security. The Allottee shall not raise any objection/s / nuisance on account of the construction activity of the remaining flat/s and shall ensure their own safety and the Promoters shall in no way be responsible for any loss, injury or damage caused to the Allottee on account of such construction activity.

a.32) The Promoters have proposed to construct a Fitness Center, Society office, Dance and Music Room and Banquet Hall on 2nd floor of Building No.A (as per SRA Building/Wing 'E'), the use whereof shall be granted by the Promoters to the flat Allottee/s of the said Building No.A (as per SRA Building/Wing 'E') and their authorized guests and nominees and successors-in-title subject to payment of necessary fees, periodic subscription charges and usage charges as may be fixed by the Promoters and on such terms and conditions as the Promoters may deem fit and proper in its sole and absolute discretion. Further the Allottee/s of the said Building A (as per SRA Building/Wing 'E') agree/s that he/she/they shall not misuse the area of the proposed Fitness Center, Society office, Dance and Music Room and Banquet Hall for any other purposes than using the same for proposed Fitness Center, Society office, Dance and Music Room and Banquet Hall, respectively and shall also ensure that the Society or any other organization to be formed by the Allottees of Apartments of said Building D, as stated hereinabove, shall not misuse the area earmarked in the approved plans for the proposed Fitness Center, Society office, Dance and Music Room and Banquet Hall for any other purposes than using the same for Fitness Center, Society office, Dance and Music Room and Banquet Hall respectively.

a.33) The Car Parking Space has been agreed to be allotted by the Promoter to the Allottee/s on the express understanding that it will be used only in relation to the Apartment and not independent thereof. The rules governing the use of the car parking spaces including the Car Parking Space in the Project shall be framed and administered by the Society or Common Organization or the Apex

Society of the flat Allottee/s in the Project. The car parking number in respect of the Car Parking Space shall be identified and intimated to the Allottee/s at the time of handing over of possession of the Apartment to the Allottee/s.

a.34) The Promoters have informed the Allottee/s that there are several amenities which are proposed to be provided by the Promoters on the said Property. Some amenities have been divided between the various buildings within the common layout. The Allottee/s will not insist upon access to amenities in the said Property other than the amenities expressly provided in this Agreement.

a.35) The Promoters have informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and conveniences in the layout plan. The Promoters have further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee alongwith other Allottee of Apartments/premises in the Project and/or on the Project, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Allottee of Apartments/premises on the Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoters and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the Allottee of Apartments/premises in the Project shall object to the Promoters laying through or under or over the land or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc. on any portion of the said Property for any of the other buildings/towers which are to be developed and constructed by the Promoters.

c) the Promoters are having a Total scheme of Development to be implemented on the said layout plot. The commencement of construction, completion/possession etc of the buildings to be constructed on the said property will be spread over couple of years. The Allottee declares and confirms that he is aware that the building in which the said Apartment is located is an inter connected building alongwith the said buildings and premises to be developed by the Promoters have nothing to do with the ground area below the building and the FSI utilized in the building in which the said Apartment is located and the ground area is not in proportion to each other and the Allottee shall not be allowed to claim any further or other right to the area other than the said Apartment. The Promoters have reserved unto themselves right to consume total FSI available and also further FSI if any that may be granted or available by reason of any increase in FSI and/or any change in the DCPR from time to

time till the Lease is executed in favour of all the societies of the project. The Allottee expressly consents to the same as long as the total area of the said Apartment is not reduced and the structure of the building is not changed.

- d) the Floor Space Index, by whatever name or form is increased (a) in respect of the said Property and/or additional construction (i.e. more than what is envisaged at present) is possible on the said Property or (b) either on account of Transfer of Development Rights &/or additional FSI by paying premium to the Corporation/Competent Authority (or in any other similar manner) available for being utilised or otherwise and/or if the Sanctioning Authorities permit the construction of additional wing/s or floors, then in such event, the Promoters shall be entitled to construct such additional wings/floors as per the revised building/s plans. The Allottee expressly consents to the same as long as the total area of the said Apartment is not reduced and the structure of the building is not changed.
- e) The Allottee has been informed and is aware that the buildable area has been sanctioned for the said Property as a single land on the basis of the available Floor Space Index ("FSI") on the said Property and accordingly the Promoters intend to develop the said Property. The Promoters declare that as per the existing regulations and Agreements/Deeds, the FSI available to the Promoters in respect of the said Property is 85096.11 square meters and that no part of the FSI has been utilized by the Promoters elsewhere than in the overall development for any purpose. The Allottee acknowledges that the Promoters alone are entitled to utilize and deal with all the development potential of the said Property including the existing and future FSI and /or transferable development rights ("TDR") heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the said Property or elsewhere as may be permitted and in such manner as the Promoters deem fit. The Allottee hereby confirms and declares that he shall not dispute the same or have any right to raise any objection in regard thereto for any reason whatsoever.
- f) The Promoters are entitled to utilise the present permissible FSI as well as beneficial FSI in accordance with the provisions of Unified DCR and any additional FSI that may be available to them either by way of Transfer of Development Right (TDR) or increase in F.S.I. due to changes in Development Rules or under any Law by constructing additional premises on the ground floor or additional floors on the building/s constructed by them or by constructing one or more separate building/s on the said property. The Promoters shall be entitled to use/consume the aforesaid additional F.S.I. till the registration of the Society or any form of organisation and execution of Conveyance in its favour;

- g) By virtue of the provisions of the said DCR as well as the aforementioned Undertaking dated 12/08/2021, the Promoters alone shall be liable to pay the entire Stamp Duty in respect of these presents to the concerned authority..

Aforesaid conditions are of the essence of the contract and only upon the Allottee agreeing to the said conditions, the Promoters have agreed to sell the said Apartment to the Allottee.

20 Notwithstanding to the contrary in this agreement, the allottees confirms, agrees and gives his/their express, full, free, irrevocable and unqualified consent for the following -

- a) to consume any FSI, including additional FSI available by any reason whatsoever by construction of additional floors building, wing, numbers of apartment of each floor or change in the configuration of the buildings. Provided however if such change results in the change in the area of apartment or configuration of such apartment sold/allotted herein then the promoter shall obtain the consent of the allottee/s.
- b) To relocate the refuge floors, amenities, podium floors, recreational floor, club house/s, parking system. Provided such relocation shall not affect the area of the apartment or configuration thereof which is allotted herein
- c) Change in the amenities provided in the apartment subject however such change shall not prejudicially affect the allottee.
- d) To amalgamate, subdivide etc. the adjoining plots of land.
- e) To provide parking system in basement, parking tower, puzzle parking system, automated parking system etc. at the discretion of promoters. However, the parking allotted pursuant to such agreement shall always be allotted to the allottee on the terms and conditions agreed herein.
- f) To grant right of way to adjoining properties or any other person on the terms and conditions of the promoters may decide at its absolute discretion.
- g) To transfer such FSI or any benefit available on the said property to any other property on such consideration and terms as a promoters deem fit. Provided such transfer shift sale etc. shall not result in the deduction of the area of the apartment allotted herein.
- h) Change in constitution of the promoter firm whether by way of admission of any partner, retirement of any partner or change in their profit sharing ratio.
- i) Change in the promoter entity from firm to LLP / company / proprietorship etc.

j) The construction of additional wings, floors, building may be in such a manner that the ground area for each building may or may not be proportionate to the FSI consumed in each such building.

Aforesaid conditions are of the essence of the contract and only upon the Allottee agreeing to the said conditions, the Promoters have agreed to sell the said Apartment to the Allottee.

21 The Allottee/s himself, themselves with an intention to bring in and bind all persons in whomsoever hands the said Apartment may come, doth hereby covenant with the Promoters as follows: -

- a) to maintain the said Apartment at the Allottee's own cost in good tenantable repairs and condition from the date the possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the Building in which the said Apartment is situated which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Building in which the said Apartment is situated or the said Apartment itself or any part thereof without the consent of the local authorities, if required.
- b) not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the Building in which the said Apartment is situated including the entrance thereof of the building in which the Said Apartment is situated. In case any damage is caused to the Building in which the Said Apartment is situated or the said Apartment on account of the negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- c) 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 Promoters to the Allottee and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated 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.

- d) 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 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 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, Parda or other structural members in the said Apartment without the prior written permission of the Promoters and/or the Distinct Society or the Limited Company.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the 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.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said property and the building in which the said Apartment is situated.
- g) The Allottees shall ensure that the key common areas of the building viz. entrance lobby, passage, staircase, garden & paly areas are maintained to the highest standards with regular cleaning and maintenance.
- h) Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to other units or terraces and the same are retained by the Promoters as restricted amenities.
- i) Pay to the Promoters within fifteen days of demand made by the Promoters , their share of security deposit demanded by the concerned local authority or Government or giving water, electricity, or any other service connection to the building in which the said Apartment is situated.
- j) 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 purpose for which it is sold.

- k) 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 Promoters under this Agreement are fully paid up and prior written consent is obtained from the Promoters and/or the Society of the building in which the said Apartment is situated.
- l) The Allottee shall observe and perform all the rules and regulations which the said Distinct Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and 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 said Distinct Society/Limited Company regarding the occupancy and use of the said Apartment 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.
- m) The Allottee agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building/Project/Larger Property or the Promoters or its representatives. In the event the Allottee does or omits to do any such act, deed or thing then the Promoters shall, without prejudice to any other right or remedies available in law, have the option to terminate this Agreement.
- n) Till a conveyance of the structure of the building in which said Apartment is situated is executed in favour of respective Society/Limited company, the Allottee shall permit the Promoters 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.
- o) Till a conveyance of the said property on which the building in which said Apartment is situated is executed in favour of the Society or any other organisation that shall be formed of the structures that shall be constructed upon the said property, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property or any part thereof to view and examine the state and condition thereof.

p) If, the Allottee forcibly makes any additions / alterations or society permits any such additions / alterations to be done by Allottee, by which, the structural stability is affected or the quality of construction of the building is damaged, and/or the plumbing lines are choked due to poor workmanship of modification or furniture work done by the Allottee or their contractors and / or the area is encroached upon by the Allottee, such as: extension of window, covering dry balcony, breaking the void, converting to usable space, encroaching upon the common passage etc., and due to that, any penalty, delay in occupation certificate, or impact on FSI takes place, whereby its detrimental/affects other development project of the Promoters, due to which any financial loss and/or legal action is initiated against the Promoters then Promoters shall have all the right to claim / recover such financial loss and also to take appropriate legal action against the Allottee/respective Society and such Allottee/Society is liable to make good those losses/damages occurred to the Promoters.

q) If any damage is done in the common areas while bringing the material by the Allottee for his premises then in that case, the Promoters shall not be responsible or liable to repair or replace any broken material in the premises or rectify any defect in the premises or common areas.

22 The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

23 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Property and Building or any part thereof. 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 until the said structure of the building is transferred to the respective Society/Limited Company or other body and until the Lease in respective of the proportionate portion of the said property is transferred in favour of the joint society or respective society formed thereupon as hereinbefore mentioned.

24 Foreign Exchange Management Act, 1999

It is abundantly made clear to all the Allottee/s who are Non-Resident / foreign nationals of Indian origin, that in respect of all remittances, acquisitions / transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the 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 from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understands and agrees, that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they /it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoters accept no responsibility in this regard and the Allottee agrees to indemnify and keep the Promoters indemnified and saved harmless at his/her own costs, from any loss or damage caused to it for any reason whatsoever.

25 The Allottee hereby declares, agrees and confirms that the monies paid/payable by the Allottee under this Agreement towards the said Apartment is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any intravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time. The Allottee further agrees and confirms that in case the Promoters become aware and/or in case the Promoters are notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoters shall, at their sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Allottee shall not have any right, title or interest in the said Apartment neither have any claim/demand against the Promoters, which the Allottee hereby unequivocally agrees and confirms. In the event of such cancellation/termination, the monies paid by the Allottee shall be refunded by the Promoters to the Allottee in accordance with the terms of this Agreement for Sale only after the Allottee furnishing to the Promoters a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee.

26 APPOINTMENT OF FACILITY MANAGEMENT COMPANY:

26.1 Notwithstanding the other provisions of this Agreement, the Promoters shall be entitled to nominate any person ("project management agency") to manage the operation and maintenance of the building, and the infrastructure on the said property, common amenities and facilities on the said property for a period of at least three years after the said property is developed (as determined by the

Promoters). The Promoters shall have the authority and discretion to negotiate with such project management agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the project management agency shall be borne and paid by the occupants of the buildings that may be developed in the said property including the Allottee on a pro rata basis as part of the development and common infrastructure charges referred to herein.

26.2 In such event, the Allottee agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoters or the project management agency, including without limitation, payment of the Allottee's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said property and common areas and facilities within the said property and buildings constructed thereon.

26.3 The Allottee further agrees and undertakes to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoters/ Facility Management Company, for the purpose of framing rules for management of the Building and use of the Premises by the Allottee for ensuring safety and safeguarding the interest of the Promoters/Facility Management Company and other Allottees of premises in the Building and the Allottee also agrees and confirms not to raise any disputes/claims against the Promoters/Facility Management Company and other Allottees of premises in this regard.

27.1 PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoters execute this Agreement he shall not mortgage or create a charge on the said Apartment 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 Apartment.

27.2 It is expressly agreed and undertaken by the Allottee that in case he desires to obtain/borrow a housing loan from any financial institution/Bank/Organization/ Employer by offering as security the said Flat allotted to him under these presents, the payment of such loan shall be made directly in the name of the Promoters. The repayment of such loans, interest and other charges on such loan shall be the sole responsibility of the Allottee availing such loan. However, on non-payment of such loan by the Allottee, the recourse available to the financial institution would be only to such flat/premises allotted to the Allottee and not to the land and buildings belonging to the Promoters/the Society/other

flat purchasers, as the case may be. In the event of default by the Allottee in payment of any installment as per the terms of this agreement, The Promoter shall have the right to terminate this agreement without further notice or requirement of approval from the mortgagee bank. It is expressly agreed that the rights of the mortgagee bank shall always be subject to and subservient to the rights of the Promoter under this agreement. Furthermore, any amounts due to the Promoters pursuant to this agreement shall take precedence over any claims or rights of the mortgagee bank. On financial institution agreeing to the above, the Promoters shall be deemed to have granted its NOC to such Allottee to raise housing loan only on the aforesaid conditions and not otherwise. It is expressly agreed and undertaken by the Allottee that in case he desires to obtain/borrow housing loan from any financial institution/Bank/Organization/ Employer by offering as security the said Apartment allotted to him under these presents, the payment of such loan shall be made directly in the name of the Promoters through account payee cheque/demand draft/NEFT/RTGS favouring the Promoters or as may be intimated by the Promoters. The repayment of such loans, interest and other charges on such loan shall be the sole responsibility of the Allottee availing such loan. However, on non-payment of such loan by the Allottee, the recourse available to the financial institution would be only to such flat/premises allotted to the Allottee and not to the land and buildings belonging to the Promoters/the Society, as the case may be. On financial institution agreeing to the above, the Promoters shall be deemed to have granted its NOC to such Allottee to raise housing loan only on the aforesaid conditions and not otherwise.

28 It is clearly understood and agreed by the Parties that –

28.1 The Promoters reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Property and any common rights of ways with the authority to grant such rights to the Allottee and/or users of apartment(s)/flat(s)/premises/unit in the Building(s) being constructed on the Project Property (present and future) at all times and the right of access to the Project Property for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Property and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project Property and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Property appurtenant to each and every Building(s) to be constructed on the Project Property (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Allottee/other occupants of apartment(s)/premises in Building(s) constructed on the Project Property till such time the Project

Property is handed over to the association/the respective society/condominium/limited company/Apex Body.

28.2 In the interest of the Allottee/s as per statutory requirement Centralized/individual Sewage Treatment Plant (STP) shall be operated and managed by the Promoters and/or an agency appointed by the Promoters /Proposed Society of the Allottee/s /Federation/Apex body of the Societies. The said STP will supply treated water to the building/s, on the Scheduled times, depending upon the availability of the said water. The usage of such treated water will be measured by water meter and the said agency/Promoters shall charge and claim the cost from individual Allottee/s, the organization of the Allottee/s per month as per the consumption and accordingly the Allottee/s / Organisation / Society of Allottee/s will mandatorily abide to pay those charges when claimed, also that Allottee/s and as and when co-operative housing Society shall be formed for a sale building or the Apex Body / Federation of all the Societies of the buildings to be constructed on the said property, the Allottee/s / Society /Organisation of Allottee/s / Apex Body needs to share proportionate operation and maintenance cost of the said STP irrespective of the case whether the treated water is used or not by the Allottee/s and/or the Society / Organisation of the Allottee/s and the Allottee/s and/or the Society / Organisation of the Allottee/s shall abide by the same and pay the said charges as and when demanded by the Promoter / Agency.

Necessary provisions for the above shall be made in the transfer documents to be Agreements for Sale/Deeds of transfer/Declaration to be executed in respect of the sale/transfer of apartment(s)/premises in the Building(s) to be constructed on the Project Property. The Allottee hereby expressly consents to the same.

29 BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules alongwith 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 Promoters. If the Allottee(s) fails to execute and deliver to the 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 Promoters, then the 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 deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

30 ENTIRE AGREEMENT

This Agreement, alongwith 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, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

31 RIGHT TO AMEND

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

32 PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENTALLOTTEES

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

33 SEVERABILITY

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 it may be 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. If any such prohibition or unenforceability substantially affects or alters the residential terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability.

34 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 Allottee(s) in Project, the same shall be in

proportion to the carpet area of the said Apartment to the total carpet area of all the said Apartments in the said property.

35 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.

The Allottee hereby further agrees and covenants with the Promoters to sign and execute all papers and documents in favour of the Promoters or otherwise as may be necessary for the purpose of enabling the Promoters to construct the said towers/buildings in accordance with the plans relating thereto or such other plans with such additions and alterations as Promoters may in their sole discretion deem fit and proper and/ or for the purpose of applying for or obtaining the approval or sanction of the SRA/MCGM or any other appropriate authorities in that behalf as well as for the construction of such towers/building in the said Property upon or after the grant of such approval or sanction relating thereto provided the size and location of the said Unit agreed to be purchased by the Allottee/s is/are not in any manner adversely affected. The Allottee agrees that the said consent is irrevocable.

36 The Promoter shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever until the entire said Property is developed.

37 PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoters through their authorized signatory at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee, after the Agreement is duly executed by the Allottee 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

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

39 ALLOTTEE/S ALSO AN INVESTOR

The Allottee/s is/are also Investor/s (or person) within the meaning of Article 5 (g-a) (ii) of Schedule I of the Maharashtra Stamp Act 1958 and the subsequent Allottee/s under a subsequent sale shall within a period of one year from the date of this Agreement be entitled for adjustment of duty if any paid on this Agreement. Provided that this clause shall automatically lapse if no such transfer as above is made within the said period of one year. Further provided that in the event of any change in the provisions of law in this respect, this clause shall stand amended mutatis mutandis.

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

Mr. Pratik Madhukar Soma & Mrs. Sharda Madhukar Soma
24/25, Parwati Mansion, Dadashaeb Phalke Road, Opposite Kamla Mehta
Blind School, Dadar East, Mumbai - 400014
Notified Email ID: pratik.soma@gmail.com

M/s. RAUNAK JIGNA ASSOCIATES
Plot No.1, Mohan Mill Compound, 1st floor,
Ghodbunder Road, Thane (W) 400 607
Notified Email ID: crm@raunakgroup.com

41 It shall be the duty of the Allottee and the Promoters 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 Promoters or the Allottee, as the case may be.

42 The terms and conditions of this Agreement shall be binding on all transferees / assignees, from time to time, of the Premises and shall be enforceable against all such transferees /assignees.

43 The Promoters shall have the right to designate any space in the said property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the buildings that may be developed on the said property. The Promoters shall also

be entitled to designate any space in the said property to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said property and the buildings constructed thereon.

44 JOINT ALLOTTEES

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

45 Stamp Duty and Registration:- The charges towards stamp duty shall be borne by the promoters, However the Registration charges of this Agreement shall be borne by the Allottees.

46 Dispute Resolution:- Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the RERA as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

47 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 Mumbai High courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO: (The said Original Property)

ALL THOSE pieces or parcels of land bearing CTS Nos.126(pt), 126/4(p), 126/6(p), 126/7(p) and 126/8(p) totally admeasuring 16616.00 sq. mtrs. lying, being and situate at village Chembur, Off Eastern Express Highway, Chunabhatti, Taluka Kurla, District Mumbai and within the local limits of Brihan Mumbai Municipal Corporation.

**THE SECOND SCHEDULE ABOVE REFERRED TO:
(The Said Property)**

ALL THOSE pieces or parcels of land bearing CTS Nos.126(pt), 126/6(p), totally admeasuring 12420.20 sq. mtrs. out of the said lands more particularly described in the First Schedule hereinabove written.

**THE THIRD SCHEDULE ABOVE REFERRED TO:
(The said Adjoining Property)**

ALL THOSE pieces or parcels of land bearing CTS Nos.126(pt), 126(2), 126/4(p), 126/6(p), 126/7(p) and 126/8(p) admeasuring 15710 sq. mtrs. lying, being and situate at village Chembur, Off Eastern Express Highway, Chunabhatti, Taluka Kurla, District Mumbai and within the local limits of Brihan Mumbai Municipal Corporation and lying adjacent to the said property more particularly described in the Second Schedule hereinabove written.

SIGNED SEALED AND DELIVERED

By the within named PROMOTERS

M/S. RAUNAK JIGNA ASSOCIATES

through its Authorised Signatory

in the presence of...

1.

2.

SIGNED AND DELIVERED by the)
within named ALLOTTEE)

1. **Mr. Pratik Madhukar Soma)**

2. **Mrs. Sharda Madhukar Soma)**

in the presence of...

1.

2.

SCHEDULE 'A'

ALL THAT PREMISES being flat bearing No **1804** having Carpet Area of **55.37** square meters equivalent to **596.00** square feet and the Exclusive Areas admeasuring NIL square meters equivalent to NIL square feet on the **18** floor of the building No. A (as per SRA Building/Wing 'E') of **RAUNAK CENTRUM** complex that shall be constructed upon the said property more particularly described in the second Schedule hereinabove written.

DRAFT

RECEIPT

Received of and from the withinnamed Allottee, a sum of **Rs. 99,000.00/(Rupees: Ninety Nine Thousand Only)** being the amount of part payment payable by the Allottee to us.

WE SAY RECEIVED
For M/S. RAUNAK JIGNA ASSOCIATES

PROMOTERS

WITNESS:

1.

2.