

DRAFT WITHOUT PREJUDICE

Ref. No.

Date :

ALLOTMENT LETTER

To,
Mr. _____
Add. : _____

Sub : Allotment of Apartment No _____ having carpet area of _____ square meter equivalent to _____ sq. ft. as per RERA (in addition enclosed balcony area _____ sq. mtr equivalent to _____ sq. ft.) on ___ floor, in the building No.D6 of project known as “ **RAUNAK CITY SECTOR IV - D6** ” at Village Wadeghar, Taluka Kalyan and District Thane.

Dear Sir/Madam,

We have allotted the Subject Apartment subject to the following terms and conditions:

1. All the terms and conditions set out herein including payment schedule and all the Annexures annexed hereto is the part of this Allotment letter and shall be binding on you.
2. The sale consideration for the subject Apartment (Floor plan of the Apartment is annexed herewith as Annexure I herein) is Rs. 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 Annexure 'II' annexed herewith
3. We acknowledge the receipt of a sum of Rs _____ (Rupees _____ only) as advance payment or application fee and you shall pay to us the balance amount of Rs (Rupees) as per payment schedule annexed herewith as Annexure V herein.
4. Time in respect of the payments or installments as mentioned in Annexure V herein and in respect of all amounts payable under these presents by you to us

is of the essence of the contract. Delay in making payment will attract interest as specified in the rule for the period of such delay and/or Default in making timely payment will attract the provisions of cancellation of allotment and forfeiture of money.

5. Maintenance charges, electric meter, society charges and other amounts referred in the payment statement annexed hereto as Annexure "III" will be extra and payable at the time of handing over possession of the said premises to you.
6. Please note that this allotment is further subject to paying the requisite stamp duty and registration charges and registering the Agreement for sale within 30 days from the date hereof ,failing which, we at our sole discretion reserve our right to cancel this Allotment Letter and/or Application Form and forfeit the amounts .
7. Please further note that the Agreement for sale contains detailed terms and conditions of the sale of the Apartment. A draft of Agreement for sale has been uploaded on the RERA site for your reference. Further, in the event of any contradiction between terms of either of the documents, the terms and conditions embodied in the Agreement for Sale shall prevail.

Note : All the plans, drawings, amenities etc. are subject to the approval of the respective authorities and would be changed if necessary for the betterment of the development.

Thanking You.

Yours faithfully

For **M/S. RAUNAK CORPORATION**

(Authorised Signatory)

Annexed hereto:

1. **Annexure 'I'** : Floor Plan
2. **Annexure 'II'** : Common areas and facilities
3. **Annexure 'III'** : Possession Charges, Maintenance charges, electric meter charges, society formation charges, and other charges plus taxes as referred in the payment statement will be extra and payable at the time of handing over possession.
4. **Annexure 'IV'** : Apartment / Flat Amenities
5. **Annexure 'V'** : Payment Schedule

DRAFT WITHOUT PREJUDICE

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Kalyan this ___ day of in the Christian Year Two Thousand _____ BETWEEN **M/S. RAUNAK CORPORATION**, PAN: AAJFR3989E a partnership firm registered under the provisions of the Indian Partnership Act, having 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 all partner/s of the said firm, M/s. Raunak Corporation, survivor or survivors of them and the respective heirs, executors and administrators of such last survivor/s) of the One Part

AND

having address at _____ hereinafter referred to as the ‘**ALLOTTEE**’ (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of an individual/s his/her/their respective heirs, executors, administrators and permitted assigns and in the case of a Partnership Firm the partners for the time being constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor/s of them and their/his/her permitted assigns and in the case of a body corporate its successors and assigns) of the OTHER PART;

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

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

WHEREAS :

1) Shri Narayan Gattu Ghode, Smt. Paravatibai Balu Ghode alias Paravatibai Datta Wagh, Sau. Draupadabai Rama alias Ramdas Mhatre, Shri Namdeo Krisha Ghode, Shri Tukaram Krishna Ghode, Smt. Sonubai Motiram Ghode, Shri Chintaman Motiram Ghode, Smt. Vandana Sharad Tare alias Vandana Motiram Ghode, Shri Bandu Krushna Ghode, Smt. Janubai alias Janabai Dinkar Bhandari, Smt. Taibai Sakaharam Ghode, Shri Gadlya Sakaharam Ghode, Smt. Shevanta Sham Madhavi, Miss Jayavantabai Sakharam Ghode, Smt. Saras Chintaman Patil (nee Miss Saras Sakharam Ghode), Smt. Alka Deu Mhatre alias Miss Alka Sakaharam Ghode, Miss Malka Sakaharam Ghode, Smt. Champabai Ashok Dalvi alisa Bhoir, Smt. Manubai Motiram Chaudhari, Smt. Shimagubai Lahu Patil, Smt. Yamunabai Gangaram Chaudhari & others (hereinafter referred to as "the First Owners") were the owners of all that piece and parcel of land bearing Survey No.51 Hissa No.1 admeasuring 10500 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane, hereinafter referred to as "the said first plot" and more particularly described at Sr. No.1 in the Schedule hereunder written;

2) By and under Development Agreement dated 31/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3372/1996, Shri Narayan Gattu Ghode & 15 others, with the consent and knowledge of Smt. Raghubai Krishna Ghode & 8 others, granted the development rights for and in respect of the said first plot to Kabra Properties And Securities Private Limited (hereinafter referred to as "the Second Owners") and in pursuance thereof necessary Supplementary Agreement dated 03/04/2002 executed between the said Narayan Gattu Ghode & 29 others and Shri Namdeo Krishna Ghode & 45 others and the Second Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.1782/2002. The Development Agreement dated 31/10/1996 r/w. Supplementary Agreement dated 03/04/2002 are hereinafter collectively referred to as "the said First Agreement". After execution of the said Supplementary Agreement Shri Sakharam Krishna Ghode died intestate on 09/01/2003 leaving behind him his widow, Smt. Taibai, one son, Gadlaya and six daughters, Smt. Shevanta Sham Madhavi, Miss Jayavantabai, Smt. Saras Chintaman Patil (nee Miss Saras Sakharam Ghode), Miss Alka, Miss Malka & Smt. Champabai Ashok Dalvi alias Bhoir as his only legal heirs.

3) Shri Vishwanath Chandrakant alias Chander Madhavi, Smt. Usha Chandrakant alias Chander Madhavi, Smt. Gopibai (wrongly written as Gopinath) Dinkar Bhoir, Miss Shilpa Dinkar Bhoir, Smt. Gulabbai Deshmukh Bhoir, Miss Manisha Deshmukh Bhoir, Shri Satish Deshmukh Bhoir, Miss Nayana Deshmukh Bhoir, Shri Chetan Deshmukh Bhoir, Smt. Alka

Pandurang Bhoir, Smt. Sapana Santosh Patil (nee Sapana Pandurang Bhoir), Shri Sachin Pandurang Bhoir, Shri Samir Pandurang Bhoir & others (hereinafter referred to as "the Third Owners") are the owners of all that piece and parcel of land bearing Survey No.53Hissa No.4 admeasuring 2330 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane, hereinafter referred to as "the said second plot" and more particularly described at Sr. No.2 in the Schedule hereunder written;

4) By and under Development Agreement dated 04/12/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3717/1996, Shri Dinkar Kalu Bhoir and 5 others granted development rights in respect of the said Second plot to the Second Owners and in pursuance thereof necessary Supplementary Agreement dated 22/08/2002 executed between the Second Owners and the said Gopibai Dinkar Bhoir & 12 others which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.4263/2002. The Development Agreement dated 04/12/1996 r/w. Supplementary Agreement dated 22/08/2002 are hereinafter collectively referred to as "the said Second Agreement". Prior to the execution of the Supplementary Agreement, Smt. Janabai Kalu Bhoir died intestate on 02/07/1999 leaving behind her three sons Dinkar, Deshmukh and Pandurang and grandson Vishwanath Chandrakant alias Chander Madhavi & granddaughter Miss Usha Chandrakant Madhavi (heirs of pre-deceased daughter Smt. Antubai Chandrakant Madhavi) as her only legal heirs and after execution of the Supplementary Agreement the said Dinkar died intestate on 12/01/2003 leaving behind him his widow Smt. Gopibai and one daughter Miss Shilpa, the said Deshmukh died intestate on 06/11/2003 leaving behind him his widow Smt. Gulabbai, two sons Shri Satish & Chetan and two daughters Miss Manisha and Miss Nayana and the said Pandurang also died intestate on 11/07/2004 leaving behind him his widow Smt. Alka, two sons Shri Sachin & Samir and one daughter Miss Sapana as his only legal heirs;

5) Smt. Motibai Pandit Kapse and others (hereinafter referred to as "the said Motibai & others") were the owners of all those pieces and parcels of land bearing Survey No.50 Hissa No.3/2 admeasuring 9990 sq. mtrs. & bearing Survey No.51 Hissa No.7 admeasuring 15700 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. Nos.3 & 4 in the Schedule hereunder written, hereinafter collectively referred to as "the said third plot";

6) By and under Development Agreement dated 04/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.5389/1996, the said Motibai & others granted the development rights in

respect of the said third plot to the Second Owners and in pursuance thereof necessary Supplementary Agreement dated 03/04/2002 executed between the said Motibai & others and the Second Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.1750/2002. The Development Agreement dated 04/10/1996 r/w. Supplementary Agreement dated 03/04/2002 are hereinafter collectively referred to as "the said Third Agreement";

7) Shri Tulshiram Gangaram Bhoir and others (hereinafter referred to as "the said Tulshiram & others") were the owners of all that piece and parcel of land bearing Survey No.50 Hissa No.3/3 admeasuring 2800 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. No.5 in the Schedule hereunder written, hereinafter referred to as "the said fourth plot";

8) By and under Development Agreement dated 11/04/2002 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.1864/2002 (hereinafter referred to as 'the Fourth Agreement') the said Tulshiram & others granted the development rights in respect of the said fourth plot to the Second Owners at or for the consideration and upon the terms and conditions therein contained.

9) Smt. Barkubai Gajanan Mhatre and others (hereinafter referred to as "the said Barkubai & others") were the owners of all that piece and parcel of land bearing Survey No.53 Hissa No.1 admeasuring 13710 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. No.6 in the Schedule hereunder written, hereinafter referred to as "the said fifth plot";

10) By and under Development Agreement dated 15/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3175/1996, the said Barkubai & others granted the development rights in respect of the said fifth plot to the Second Owners and in pursuance thereof necessary Supplementary Agreement dated 06/05/2002 executed between the said Barkubai & others and the Second Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.2276/2002. The Development Agreement dated 15/10/1996 r/w. Supplementary Agreement dated 06/05/2002 are hereinafter collectively referred to as "the said Fifth Agreement";

11) in pursuance to the First to Fifth Agreements, the respective owners of the said first to fifth plot have granted Powers of Attorneys (hereinafter

collectively referred to as the said first POA's") in favor of the Second Owners authorizing them to do all the acts, deeds and matters for effectual development of the above said first to fifth plots.

12) the said first plot, second plot, third plot, fourth plot and fifth plot are more particularly shown on the plan thereof hereto annexed and marked as Annexure C by red colour boundary lines and hereinafter collectively referred to as "the said first property".

13) By and under Development Agreement dated 26/07/2002 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3813/2002 (hereinafter referred to as "the said Sixth Agreement"), the Second Owners granted and assigned the development rights in respect of the said first property to the Tia Construction Company Private Limited, a Company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at Tanna House, 2nd floor, 111A, Nathalal Parekh Marg, Mumbai 400 039 (hereinafter referred to as "the said TIA") at or for the consideration and upon the terms and condition contained therein.

14) in pursuance to the said Sixth Agreement, the Second Owners granted a Power of Attorney dated 03/07/2003 (hereinafter referred to as "the said first SPOA") in favour of the persons nominated by the said TIA to do all acts, deeds, matters & things in respect of the said first property. The said first SPOA is also registered at the office Sub-Registrar of Assurances at Kalyan under Serial No.50/2003.

15) Shri Narayan Balu Bhoir and others (hereinafter referred to as "the said Narayan & others") were the owners of all those pieces and parcels of land bearing Survey No.64 Hissa No.5 admeasuring 11,840 sq. mtrs. & Survey No.65 Hissa No.2 admeasuring 200 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. Nos.7 & 8 in the Schedule hereunder written, hereinafter referred to as "the said sixth plot";

16) By and under Development Agreement dated 18/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.1058/1997, the said Narayan & others granted development rights in respect of the said sixth plot to Rijuta Properties Private Limited (hereinafter referred to as "the Fourth Owners") and in pursuance thereof necessary Supplementary Agreement dated 22/04/2002 was executed between the said Narayan & others and the Fourth Owners which is registered at the office of

Sub-Registrar of Assurances at Kalyan under Serial No.2025/2002. The Development Agreement dated 18/10/1996 r/w. Supplementary Agreement dated 22/04/2002 are hereinafter collectively referred to as “the said Seventh Agreement”;

17) Shri Sudam Dagdu Bhoir and others (hereinafter referred to as “the said Sudam & others”) were the owners of all those pieces and parcels of land bearing Survey No.65 Hissa No.7/1 admeasuring 6080 sq. mtrs. & Survey No.66 Hissa No.(P) renumbered as 2 admeasuring 9100 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. Nos.9 & 10 in the Schedule hereunder written, hereinafter referred to as “the said seventh plot”;

18) By and under Development Agreement dated 28/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.1059/1997, the said Sudam & others granted the development rights in respect of the said seventh plot to the Fourth Owners and in pursuance thereof necessary Supplementary Agreement dated 10/05/2002 was executed between the said Sudam & others and the Fourth Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.2393/2002. The Development Agreement dated 28/10/1996 r/w. Supplementary Agreement dated 10/05/2002 are hereinafter collectively referred to as “the said Eighth Agreement”;

19) The Third Owners were the owners of all that piece and parcel of land bearing Survey No.64 Hissa No.1/1 admeasuring 8600 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane, hereinafter referred to as “the said eighth plot” and more particularly described at Sr. Nos.11 in the Schedule hereunder written;

20) By and under Development Agreement dated 14/11/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3515/1996, Shri Dinkar Kalu Bhoir and 5 others granted the development rights in respect of the said Eighth plot to the Fourth Owners and in pursuance thereof necessary Supplementary Agreement dated 08/05/2002 was executed between the said Gopibai Dinkar Bhoir & 12 others and the Fourth Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.2329/2002. The Development Agreement dated 14/11/1996 r/w. Supplementary Agreement dated 08/05/2002 are hereinafter collectively referred to as “the said Ninth Agreement”;

21) Shri Dharma Kanha Niljekar and others (hereinafter referred to as “the

said Dharma & others”) were the owners of all those pieces and parcels of land bearing Survey No.64 Hissa No.4 admeasuring 6980 sq. mtrs., Survey No.64 Hissa No.6 admeasuring 1520 sq. mtrs., Survey No.65 Hissa No.1 admeasuring 100 sq. mtrs. & Survey No.65 Hissa No.4 admeasuring 400 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. Nos.12 to 15 in the First Schedule hereunder written, hereinafter referred to as “the said ninth plot”;

22) By and under Development Agreement dated 30/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3546/1996, the said Dharma & others granted development rights in respect of the said ninth plot to the Fourth Owners at or for the consideration and upon the terms and conditions therein mentioned. The Development Agreement dated 30/10/1996 is hereinafter referred to as “the said Tenth Agreement”;

23) Shri Akash Vithal Dalvi and others (hereinafter referred to as “the said Akash & others”) were the owners of all that piece and parcel of land bearing Survey No.65 Hissa No.9 admeasuring 5390 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. No.16 in the Schedule hereunder written, hereinafter referred to as “the said tenth plot”;

24) By and under Development Agreement dated 31/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3361/1996, the said Akash & others granted the development rights in respect of the said tenth plot to the Fourth Owners and in pursuance thereof necessary Supplementary Agreement dated 05/07/2002 was executed between the said Akash & others and the Fourth Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3331/2002. The Development Agreement dated 31/10/1996 r/w. Supplementary Agreement dated 05/07/2002 are hereinafter collectively referred to as “the said Eleventh Agreement”;

25) Shri Tukaram Nago Dagarkar and others (hereinafter referred to as “the said Tukaram & others”) were the owners of all those pieces and parcels of land bearing Survey No.64 Hissa No.1/2/1 admeasuring 9140 sq. mtrs., Survey No.64 Hissa No.7 admeasuring 1210 sq. mtrs. & Survey No.65 Hissa No.5 admeasuring 910 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. Nos.17 to 19 in the Schedule hereunder written, hereinafter referred to as “the said eleventh plot”;

26) By and under Development Agreement dated 04/11/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.1060/1997, the said Tukaram & others granted the development rights in respect of said eleventh plot to the Fourth Owners and in pursuance thereof necessary Supplementary Agreement dated 25/07/2003 was executed between the said Tukaram & others and the Fourth Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.4397/2003. The Development Agreement dated 04/11/1996 r/w. Supplementary Agreement dated 25/07/2003 are hereinafter collectively referred to as "the said Twelfth Agreement";

27) Shri Bala Babu Patil and others (hereinafter referred to as "the Fifth Owners") were the owners of all that piece and parcel of land bearing Survey No.66 Hissa No.P admeasuring 4300 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. No.20 in the Schedule hereunder written, hereinafter referred to as "the said twelfth plot";

28) By and under Development Agreement dated 29/08/2002 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.4461/2002, the Fifth Owners granted the development rights in respect of the said twelfth plot to the Fourth Owners at or for the consideration and upon the terms and conditions therein mentioned. The Development Agreement dated 29/08/2002 is hereinafter referred to as "the said Thirteenth Agreement";

29) In pursuance to the Sixth to Thirteenth Agreements, the respective owners of the said sixth to twelfth plots have granted Powers of Attorneys (hereinafter collectively referred to as the said second POA's") in favor of the Fourth Owners authorizing them to do all the acts, deeds and matters for effectual development of the above said sixth to twelfth plot.

30) The said sixth, seventh, eighth, ninth, tenth, eleventh & twelfth plot are more particularly shown on the plan thereof hereto annexed and marked as Annexure C by yellow colour boundary lines and hereinafter collectively referred to as "the said second property".

31) The Fourth Owners, by and under Development Agreement dated 26/07/2002, registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3812/2002 (hereinafter referred to as "the said Fourteenth Agreement"), granted and assigned the development rights in respect of the

said second property to the said TIA at or for the consideration and upon the terms and condition contained therein.

32) In pursuance to the said Fourteenth Agreement, the Fourth Owners granted the Power of Attorney dated 03/07/2003 (hereinafter referred to as "the said second SPOA") in favour of the persons nominated by the said TIA to do all acts, deeds, matters & things in respect of the said second property. The said second SPOA is also registered at the office Sub-Registrar of Assurances at Kalyan under Serial No.51/2003.

33) By a Development Agreement dated 12/04/2006 (hereinafter referred to as "the Fifteenth Agreement") made between the said TIA therein referred to as the Vendors of the one part and M/s. M. Properties, partnership firm, having office at Mohan Heights, Opp. Golden Park, Murbad, Bhiwandi Road, Kalyan (hereinafter referred to as "the said firm") therein referred to as the Developers of the other part, the Vendors therein had agreed to grant to the Developers therein and the Developers therein had agreed to accept from the Vendors therein development rights in respect of part of Phase I more particularly described in the Thirteenth Schedule thereunder written with right to consume FSI not exceeding 2,60,000 sq.ft. on the portion of Phase I being part of the said First & Second property at and for consideration and upon the terms and conditions therein contained. The said Fifteenth Agreement is registered with the office of Sub-Registrar of Assurance at Kalyan under Sr.No.2235/2006;

34) Pursuant to the said Fifteenth Agreement, the said TIA had granted Power of Attorney dated 01/08/2006 in favour of the said Firm (hereinafter referred to as "the said Third POA"), to do all acts, deeds, matters & things in respect of the property described in the Thirteenth Schedule thereunder written. The said Third POA dated 01/08/2006 is also registered at the office Sub-Registrar of Assurances at Kalyan under Serial No.150/2006;

35) The said firm through their Architects submitted the building plans in respect of the property described in the Thirteenth Schedule of the Fifteenth Agreement along with other properties to the Kalyan Dombivli Municipal Corporation (hereinafter referred to as "the Corporation") for approval and the same have been sanctioned by the Corporation vide V.P. No.236-109 dated 13/07/2006. A copy whereof is annexed hereto and marked as Annexure 'G-1';

36) The said firm also obtained Non-Agricultural Permission dated 16/12/2006 from the Collector, Thane in respect of the property described in

the Annexure A annexed thereto subject to the terms and conditions therein contained. A copy whereof is annexed hereto and marked as Annexure `G-2`;

37) The said firm also obtained (i) Commencement Certificate dated 30/03/2007 from the Corporation, (ii) Order bearing Consent No.BO/RO(P&P)/680 dated 26/10/2006 from the Maharashtra Pollution Control Board & (iii) Environmental Clearance for construction from Government of India, Ministry of Environment and Forests (I.A. Division). The copies of the same are annexed hereto and marked as Annexure `G-3` `G-4` & `G-5` respectively;

38) Despite obtaining Commencement Certificate, the said firm could not commence the construction of work in accordance with the plans sanctioned by the Corporation and therefore, on account of various breaches committed by the said firm, the said TIA through their Advocate & Solicitors' letter dated 23/09/2008 inter-alia terminated the said Fifteenth Agreement as well as the license granted to the said firm and have also taken over the possession from the said firm;

39) Subsequent to the said termination of the said Fifteenth Agreement, the said firm approached the said TIA and regretted their default and consequential loss and inconvenience caused to the said TIA. The firm also represented that abandonment and subsequent termination was not willful but on account of circumstance beyond the control as there were certain differences and dispute amongst some of the partners which were referred to Arbitration. They further informed the said differences and disputes between the partners of the said firm were settled and award came to be passed on 10/04/2008. In the said Award all the partners of the said firm accepted the termination of the said Fifteenth Agreement and it was further provided that the parties to follow up with the said TIA and try for reimbursement of expenses incurred by the said firm;

40) The Second Owners, meanwhile obtained the following Conveyances viz.

(i) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.665/2010 from the said Motibai & others in respect of the said third plot at or for the consideration and upon the terms and conditions therein mentioned;

(ii) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.664/2010 from the said

Tulsiram & others in respect of the said fourth plot at or for the consideration and upon the terms and conditions therein mentioned;

(iii) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.666/2010 on 18/01/2010 from the said Barkubai & others in respect of the said fifth plot at or for the consideration and upon the terms and conditions therein mentioned;

(iv) the effect of the said three Conveyances dated 29/12/2009 has been given and accordingly the name of the Second Owners has been mutated in the 7/12 extract in respect of the said third, fourth and fifth plots as Owners thereof.

41) the Fourth Owners, meanwhile also obtained the following Conveyances viz.

(i) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.663/2010 from the said Narayan & others in respect of the said sixth plot at or for the consideration and upon the terms and conditions therein mentioned;

(ii) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.709/2010 from the said Sudam & others in respect of the said seventh plot at or for the consideration and upon the terms and conditions therein mentioned;

(iii) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.710/2010 from the said Tukaram & others in respect of the said eleventh plot at or for the consideration and upon the terms and conditions therein mentioned;

(iv) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.667/2010 from the said Akash & others in respect of the said tenth plot at or for the consideration and upon the terms and conditions therein mentioned;

(v) the effect of the said four Conveyances all dated 29/12/2009 has been given and accordingly the name of the Fourth Owners has been mutated in the 7/12 extract in respect of sixth, seventh, eleventh and tenth plots as Owners thereof.

42) by an Agreement of Cancellation dated 08/04/2010 executed by and

between the said firm and the said TIA, the parties thereto cancelled the said Fifteenth Agreement upon the terms and conditions therein contained. The said Agreement of Cancellation dated 08/04/2010 is registered with the Sub-Registrar of Assurances at Kalyan under Sr.No.3525/2010; By another Agreement of Cancellation dated 18/02/2011 executed by and between the Mahesh Mohandas Lalchandani, partner of the said firm and the said TIA, the parties thereto cancelled the said Fifteenth Agreement upon the terms and conditions therein contained. The said Agreement of Cancellation dated 18/02/2011 is registered with the Sub-Registrar of Assurances at Kalyan under Sr.No.1801/2011.

43) the said TIA have through their architects submitted revised / amended plans of nine buildings to the Corporation for approval and the same have been sanctioned by the Corporation on 18/10/2010 and further out of the said nine buildings, the Commencement Certificate dated 18/10/2010 in respect of four buildings has been issued by the Corporation subject to the terms and conditions therein contained. A copy whereof is annexed hereto and marked as Annexure `G-6`;

44) Smt. Manubai Kundalik Jadhav and others (hereinafter referred to as "the said Manubai & others") were the owners of the property bearing Survey No.51 Hissa No.5(P) admeasuring 3500 sq. mtrs. situate, lying and being at village Wadeghar Taluka Kalyan, District Thane and Shri Tulshiram Shankar Jadhav and others (hereinafter referred to as 'the Sixth Owners') are the owners of the property bearing Survey No.51 Hissa No.6 admeasuring 9500 sq. mtrs. situate, lying and being at village Wadeghar Taluka Kalyan, District Thane and more particularly described at Sr. Nos.21 & 22 respectively and more particularly shown on the plan thereof hereto annexed and marked as Annexure `C` by blue colour lines (hereinafter referred to as 'the said thirteenth plot' and 'the said fourteenth plot' respectively);

45) By a Development Agreement dated 26/11/1996 (hereinafter referred to as 'the said Sixteenth Agreement') executed by and between the Second Owners therein referred to as the Developers of the one part and the said Manubai & others and the Sixth Owners therein referred to as the Vendors of the other part, the Vendors therein granted to the Developers therein and the Developers therein acquired from the Vendors therein the development rights for and in respect of the plot more particularly described at Sr. No.22 in the Schedule hereunder written along with other properties at or for the consideration and upon the terms and conditions therein contained. The said Sixteenth Agreement is registered with the Sub-Registrar of Assurances at Kalyan under Sr. No.3608/1996;

46) pursuant to the said Sixteenth Agreement, the said Manubai & others and the Sixth Owners executed Power of Attorney (hereinafter referred to as 'the said Fourth POA') in favour of the persons nominated by the Second Owners to enable them to do all acts, deeds, matters and things for and in respect of the development of the plot more particularly described at Sr. No.22 in the Schedule hereunder written alongwith other properties as contained therein. The said Fourth POA is registered with the Sub-Registrar of Assurances at Kalyan under Sr. No.62/1996;

47) Subsequent to the execution of the said Sixteenth Agreement, the parties thereto were mutually agreed to cancel the said Sixteenth Agreement by entering into Deed of Cancellation and further decided not to act upon the said Sixteenth Agreement;

48) Before execution of the said Deed of Cancellation of the said Sixteenth Agreement in respect of the plot described at Sr. No.22 in the Schedule hereunder written along with other properties, the Second Owners by and under the said Sixth Agreement granted and assigned the development rights in respect of the property more particularly described in the Schedules thereunder written to the said TIA upon the terms and condition contained therein. In the said Sixth Agreement, the Second Owners in clause no.3 on page no.14 had agreed to assign the development rights in respect of the said Thirteenth plot and the said Fourteenth plot to the said TIA as and when acquired from the said Manubai and others and the Sixth Owners;

49) By a Deed of Cancellation dated 26/10/2006 (hereinafter referred to as 'the said Deed') made between the said Manubai & others and the Sixth Owners therein referred to as the party of the first part and the Second Owners therein referred to as the Party of the second part, the parties thereto cancelled the said Sixteenth Agreement in respect of the plot more particularly described at Sr. No.22 in the Schedule hereunder written along with other properties with a condition that in lieu of the said Deed, the said Manubai & others and the Sixth Owners shall grant and assign the development rights of the said Thirteenth plot and the said Fourteenth plot in favour of the Second Owners by adjusting the amount of consideration received by them from the Second Owners and upon the terms and conditions therein contained. The said Deed is registered with the Sub-Registrar of Assurances at Kalyan under Sr. No.6441/2006;

50) by a Development Agreement dated 26/10/2006 (hereinafter referred to as 'the said Seventeenth Agreement') executed by and between the Second

Owners therein referred to as the Developers of the one part and the said Manubai & others and the Sixth Owners therein referred to as the Owners of the other part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the said thirteenth plot & the said fourteenth plot at or for the consideration and upon the terms and conditions therein contained. The said Seventeenth Agreement is registered with the Sub-Registrar of Assurances at Kalyan under Sr. No.6442/2006;

51) Pursuant to the said Seventeenth Agreement, the said Manubai & others and the Sixth Owners executed Power of Attorney (hereinafter referred to as 'the said Fifth POA') in favour of the persons nominated by the Second Owners to enable them to do all acts, deeds, matters and things for and in respect of the said thirteenth plot and the fourteen plot respectively. The said Fifth POA is registered with the Sub-Registrar of Assurances at Kalyan under Sr. No.568/2006;

52) By a Deed of Confirmation dated 22/05/2007, registered with the Office of Sub- Registrar of Assurances at Kalyan under Serial No.4102/2007 on 13/06/2007 (hereinafter referred to as 'the said First DOC'), made and executed by and between the Second Owners therein referred to as Developers of the one part and Shri Dhiraj Devanand Jadhav therein referred to as the Owner of the other part, the Owner therein confirmed and assured the said Seventeenth Agreement thereby confirming the development rights of the Second Owners in respect of the said thirteenth plot upon the terms and conditions therein contained.

53) In pursuance of the said First DOC, the said Shri Dhiraj Devanand Jadhav also executed an even dated Power of Attorney, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.4103/2007 on 13/06/2007, in favour of the Second Owners in order to enable them to carry out all acts, deeds, matters and things in respect of the said thirteenth plot as mentioned therein.

54) By an Agreement of Assignment of Development Rights dated 06/12/2010 (hereinafter referred to as "the said Eighteenth Agreement") executed by and between the said TIA therein referred to as the Assignors of the First Part, the Second Owners therein referred to as the Confirming Party of the Second Part and the Promoters herein therein referred to as the Assignees of the Third Part, the Assignors therein with the consent and knowledge of the said Confirming Party therein, in their turn agreed to entrust the development rights for and in respect of the said first property together

with the benefits accrued to them in respect thereof on “as is where is” basis in pursuance of the hereinbefore mentioned Agreements to the Assignees therein and the Assignees therein have agreed to acquire the same at and for the consideration and upon the terms and conditions therein contained. The said Eighteenth Agreement is registered with the office of Sub Registrar of Assurances at Kalyan under Serial No.11892/2010;

55) Pursuant to the said Eighteenth Agreement, the said TIA and the Second Owners have also executed two separate Power of Attorneys both dated 06/12/2010 (hereinafter collectively referred to as “the said Sixth POA”) in favour of the persons nominated by the Promoters& the same are registered with the Sub-Registrar of Assurances at Kalyan under Sr. Nos.346 & 347 respectively;

56) By an Agreement of Assignment of Development Rights dated 06/12/2010 (hereinafter referred to as “the said Nineteenth Agreement”) executed by and between the said TIA therein referred to as the Assignors of the First Part, the Fourth Owners therein referred to as the Confirming Party of the Second Part and the Promoters herein therein referred to as the Assignees of the Third Part, the Assignors therein with the consent and knowledge of the said Confirming Party therein, in their turn agreed to entrust the development rights for and in respect of the said second property together with the benefits accrued to them in respect thereof on “as is where is” basis in pursuance of the hereinbefore mentioned Agreements to the Assignees therein and the Assignees therein have agreed to acquire the same at and for the consideration and upon the terms and conditions therein contained. The said Nineteenth Agreement is registered with the office of Sub Registrar of Assurances at Kalyan under Serial No.11891/2010;

57) Pursuant to the said Nineteenth Agreement, the said TIA and the Fourth Owners have also executed two separate Power of Attorneys both dated 06/12/2010 (hereinafter collectively referred to as “the said Seventh POA”) in favour of the persons nominated by the Promoters& the same are registered with the Sub-Registrar of Assurances at Kalyan under Sr. Nos.344 & 345 respectively;

58) By an Agreement of Assignment of Development Rights dated 06/12/2010 (hereinafter referred to as “the said Twentieth Agreement”) executed by and between the Second Owners therein referred to as the Assignors of the First Part, the said TIA therein referred to as the Confirming Party of the Second Part and the Promoters herein therein referred to as the Assignees of the Third Part, the Assignors therein with the consent and

knowledge of the said Confirming Party therein, in their turn agreed to entrust the development rights for and in respect of the said thirteenth plot and the said fourteenth plot (hereinafter collectively referred to as 'the said third property') together with the benefits accrued to them in respect thereof on "as is where is" basis in pursuance of the hereinbefore mentioned Agreements to the Assignees therein and the Assignees therein have agreed to acquire the same at and for the consideration and upon the terms and conditions therein contained. The said Twentieth Agreement is registered with the office of Sub Registrar of Assurances at Kalyan under Serial No.11893/2010; Pursuant to the said Twentieth Agreement, the Second Owners have also executed Power of Attorney dated 06/12/2010 (hereinafter referred to as "the said Eighth POA") in favour of the persons nominated by the Promoters & the same is registered with the Sub-Registrar of Assurances at Kalyan under Sr. Nos.348;

59) By a Deed of Right of Way dated 14/11/2011 executed by and between the Promoters herein therein referred to as the Grantor of the one part and M/s. Sai Satyam Group, therein referred to as the Grantee of the other part, the Grantors therein granted and provided to the Grantee therein on and over the passage of land more particularly shown therein by dotted lines on the plan Annexed thereto as Annexure 'A' being 9 mtrs. wide right of way as an access unto the Grantee passing through the said seventh plot more particularly described at Sr. No.9 of the Schedule hereunder written in order to enable the Grantees to pass and repass the nearest road at or for the consideration and upon the terms and conditions therein mentioned (hereinafter referred to as 'the said ROW Agreement'). The said ROW Agreement is registered with the office of the Sub-Registrar of Assurances at Kalyan under Sr. No.11356 /2011.;

60) The Promoters have obtained following conveyances viz;

i) Deed of Conveyance dated 24/12/2010, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.12387/2010 from the said Dharma & others in respect of the said ninth plot at or for the consideration and upon the terms and conditions therein mentioned;

(ii) Deed of Conveyance dated 07/01/2011, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.3269/2011 from the Third Owners in respect of the said eighth plot at or for the consideration and upon the terms and conditions therein mentioned;

(iii) Deed of Conveyance dated 07/01/2011, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.3270/2011 from the Third Owners in respect of the said Second plot at or for the consideration and upon the terms and conditions therein mentioned;

(iv) Deed of Conveyance dated 30/03/2011, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.3323/2011 from the Second Owners in respect of the said third plot, the said fourth plot and the said fifth plot at or for the consideration and upon the terms and conditions therein mentioned;

(v) Deed of Conveyance dated 30/03/2011, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.3324/2011 from the Fourth Owners in respect of the said sixth plot, the said seventh plot, the said tenth plot and the said eleventh plot at or for the consideration and upon the terms and conditions therein mentioned;

(vi) Deed of Conveyance dated 19/04/2011, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.3905/2011 from the Sixth Owners in respect of the said fourteenth plot at or for the consideration and upon the terms and conditions therein mentioned;

(vii) Deed of Conveyance dated 04/05/2011, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.4799/2011 from the Fifth Owners in respect of the said twelfth plot at or for the consideration and upon the terms and conditions therein mentioned;

(viii) Deed of Conveyance dated 05/08/2011, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.8498/2011 from the First Owners in respect of the said first plot at or for the consideration and upon the terms and conditions therein mentioned;

(ix) the effect of the aforesaid eight Conveyances have been given and accordingly the name of the Promoters have been mutated in the 7/12 extract in respect of first to twelfth plots as well as fourteenth plots as Owners thereof;

61) By a Deed of Confirmation dated 22/06/2012, registered with the Office of Sub- Registrar of Assurances at Kalyan under Serial No.5526/2012 on 22/06/2012 (hereinafter referred to as 'the said Second DOC'), made and executed by and between the Promoters therein referred to as the Purchasers of the one part and Shri Prakash Kalu Gaikwad & others therein referred to as the Owners of the other part, the Owners therein confirmed and assured

the said Seventeenth Agreement, the said Fifth POA, the said Twentieth Agreement and the said Eighth POA thereby confirming the development rights of the Promoters in respect of the said thirteenth plot upon the terms and conditions therein contained.

62) In pursuance of the said Second DOC, the said Shri Prakash Kalu Gaikwad & others also executed an even dated Power of Attorney, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.74/2012 on 22/06/2012, in favour of the Promoters in order to enable them to carry out all acts, deeds, matters and things in respect of the said thirteenth plot as mentioned therein.

63) By Order bearing No. TD/Te.-6/KV/Kalyan/VP/SR-62/2011 dated 29/10/2012, passed by the Sub-Divisional Officer, Thane Division, Thane, granted sale permission in respect of the said thirteenth plot as per the provisions of the Sec.43(1) and rule 25(a)(1)(e) of the Bombay Tenancy and Agricultural Lands Act upon the terms and conditions mentioned therein. The Promoters obtained conveyance vide Deed of Conveyance dated 31/08/2013 registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.4785/2013 from the said Manubai and others in respect of the said Thirteenth plot, with the confirmation of the said Smt. Gaurubai Chandrakant Jadhav & others, the Second Owners and the said Tia and the effect of the said Deed of Conveyance dated 31/08/2013 has been given in 7/12 Extract of the said Thirteenth plot.

64) The said Narayan & others were the owners of land bearing S. No.65, Hissa No.3, admeasuring 300 sq. mtrs., situate, lying and being at Village Wadeghar Taluka Kalyan and District Thane and more particularly described at Sr. No.23 and more particularly shown on the plan thereof hereto annexed and marked as Annexure `C' by green colour lines in the Schedule hereunder written (hereinafter referred to as 'the said Fifteenth plot').

65) By a Development Agreement dated 18/02/2008 (hereinafter referred to as 'the said Twenty-First Agreement') made and executed by and between Smt. Nanda Santosh Bhoir (hereinafter referred to as 'the said Nanda') therein referred to as the Developer of the one part and the said Narayan & others therein referred to as the Owners of the other part, the Owners therein agreed to entrust development rights in respect of the said Fifteenth plot to the Developers therein and the Developers therein agreed to acquire the same from the Owners therein at or for the consideration and upon the terms and conditions therein mentioned. The said Twenty-First Agreement is registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.

No.1724/2008.

66) Pursuant to the said Twenty-First Agreement, the said Narayan & others also executed an even dated power of Attorney (hereinafter referred to as 'the said Nineth POA') in favour of the said Nanda in order to enable her to do all acts, deeds, matters and things in respect of the said Fifteenth plot. The said Nineth POA is registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.109/2008.

67) By a Deed of Assignment of Development Rights dated 14/11/2011 (hereinafter referred to as 'the said Twenty-Second Agreement') made and executed between the Promoters herein therein referred to as the Assignees of the first part, the said Nanda therein referred to as the Assignors of the second part and the said Narayan & others therein referred to as the Confirming Party of the third part, the Assignors therein, with the consent and knowledge of the Confirming Party therein, agreed to assign and transfer to the Assignees therein and the Assignees therein agreed to acquire and purchase the irrevocable development rights for and in respect of the said Fifteenth plot together with the benefits and advantages of the agreements and documents therein mentioned. The said Twenty-Second Agreement is registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.11357/2011.

68) Pursuant to the said Twenty-Second Agreement, the said Nanda therein also executed an even dated power of Attorney (hereinafter referred to as 'the said Tenth POA') in favour of the Promoters herein in order to enable them to do all acts, deeds, matters and things in respect of the said Fifteenth plot as contained therein. The said Tenth POA is registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.361/2011.

69) By a Deed of Assignment of Development Rights dated 14/11/2011 (hereinafter referred to as 'the said Twenty-Third Agreement') made and executed between the Promoters therein referred to as the Assignors of the one part and the said Nanda therein referred to as the Assignee of the other part, the Assignors therein agreed to assign and transfer to the Assignees therein and the Assignees therein agreed to acquire and purchase the irrevocable development rights for and in respect of the property being all that portion admeasuring 300 sq. mtrs. out of the said twelfth plot and more particularly described at Sr. No.20 in the Schedule hereunder written together with the benefits and advantages of the agreements and documents therein mentioned. The said Twenty-Third Agreement is registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.11358/2011.

70) Pursuant to the said Twenty-Third Agreement, the Promoters also executed an even dated power of Attorney (hereinafter referred to as 'the said Eleventh POA') in favour of the said Nanda in order to enable her to do all acts, deeds, matters and things in respect of the said property described therein. The said Eleventh POA is registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.362/2011.

71) The said Narayan died intestate on 16/12/2011 leaving behind his children viz. 1) Babu, 2) Baliram, 3) Abhiman, 4) Ravindra, 5) Sakhubai, 6) Sonubai, Barkubai & Janabai (hereinafter referred to as 'the heirs of the said Narayan') as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

72) By Order bearing No. TD/6/KV/VP/SR-333/2011 dated 02/06/2012, passed by the Sub-Divisional Officer, Thane Division, Thane, granted sale permission in respect of the said Fifteenth plot as per the provisions of the Sec.43(1) and rule 25(a)(1)(e) of the Bombay Tenancy and Agricultural Lands Act upon the terms and conditions mentioned therein.

73) The Promoters obtained conveyance vide Deed of Conveyance dated 29/06/2012 registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.5189/2012 from the legal heirs of the said Narayan & others in respect of the said Fifteenth plot, with the confirmation of the said Nanda, and the effect of the said Deed of Conveyance dated 29/06/2012 has been given in 7/12 Extract of the said Fifteenth plot.

74) The said Fifteenth Plot shall henceforth be referred to as 'the said Fourth Property'.

75) By an Agreement of Assignment dated 07/05/2012 (hereinafter referred to as 'the said Twenty-Fourth Agreement') made and executed between the Promoters therein referred to as the Assignors of the one part and M/S. SHREE ASHAPURA COMBINESS (hereinafter referred to as "the said Ashapura") therein referred to as the Assignees of the other part, the Assignors therein agreed to assign and transfer to the Assignees therein and the Assignees therein agreed to acquire and purchase the irrevocable development rights for and in respect of the property being all that portion of land bearing Survey Nos.66 Hissa No.2 admeasuring 293 sq. mtrs. which falls under the residential Zone out of the seventh plot more particularly described at Sr. No.10 in the Schedule hereunder written together with the benefits and advantages of the agreements and documents therein mentioned. The said

Twenty-Fourth Agreement is registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.3374/2012.

76) Pursuant to the said Twenty-Forth Agreement, the Promoters also executed an even dated power of Attorney (hereinafter referred to as 'the said Twelfth POA') in favour of the said Ashapura in order to enable them to do all acts, deeds, matters and things in respect of the property described therein. The said Twelfth POA is registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.3375/2012.

77) The Promoters have obtained right of way from Mr. Rajan N. Bandelkar & Mr. Vijay P. Mody from Survey No.66/3/1 to the said property as shown on the plan thereof hereto annexed and marked as Annexure 'C1' by cross lines.

AND WHEREAS as per the sanctioned Development Plan of the Corporation, the area admeasuring 3484.26 sq. mtrs. is reserved for primary school and 259.50 sq. mtrs. for higher secondary school, area admeasuring 2294.75 sq. mtrs. is reserved for play ground and area aggregately admeasuring 15645 sq. mtrs. is reserved for D. P. Road comprising of 45 M., 30 M., 24 M., 18 M. & 15 M. wide road out of the said first & second property.

AND WHEREAS in pursuance of the abovesited Agreements, Power of Attorneys, Substituted Power of Attorneys and orders, the Promoters are entitled to develop the said first, second, third and fourth property more particularly described in the Schedule hereunder written less portion admeasuring 300 sq. mtrs. & 293 sq. mtrs granted to the said Nanda and Ashapura (hereinafter collectively referred to as 'the said property') and have also sole and exclusive right to sell the flats and premises in the buildings to be/being constructed on the said property and to enter into agreement/s with the allottees and to receive the sale price in respect thereof.

AND WHEREAS the Promoters have availed of Credit facility i.e. Term Loan of Rs.15,00,00,000/- (Rupees Fifteen Crores Only) from NKGSB Co-operative Bank Ltd. (hereinafter referred to as 'the said Bank') upon the terms and conditions contained in the Sanction Letter dated 01/01/2011 of the said Bank.

AND WHEREAS in pursuance of the said Sanction Letter dated 01/01/2011, as a security for the repayment of the said amount along with interest and other monies that may become due and payable to the said Bank, the Promoters being Borrower have executed an Indenture of Mortgage dated 06/01/2011 (hereinafter referred to as 'the said Deed of Mortgage') in

favour of the said Bank and have created mortgage in respect of the said property therein referred to as the mortgaged property upon the terms and conditions contained therein. The said Deed of Mortgage is registered with the Sub Registrar of Assurances at Kalyan under Serial No.1556.

AND WHEREAS by Modification of Indenture of Registered Mortgaged Deed dated 01/02/2011 registered with the Sub Registrar of Assurances at Kalyan under Serial No.1557, made between the Promoters therein referred to as the Mortgagor of the one part and the said Bank therein referred to as the Mortgagee Bank of the other part, the Mortgagee Bank therein converted the said Term Loan facility of Rs.15 Crores into Cash Credit Facility of Rs.14.75 Crores to the Mortgagors therein subject to the conditions mentioned in the revised Sanctioned Letter dated 22/02/2011.

AND WHEREAS the Promoters prepared and submitted revised plans for nine buildings to be constructed by the Promoters on a portion admeasuring 22298 sq. mtrs. in the aggregate (hereinafter referred to as "the said smaller Plot") out of the said property.

AND WHEREAS the Promoters submitted revised / amended plans of nine buildings to the Corporation for approval and the same have been sanctioned by the Corporation on 28/03/2011 and the Commencement Certificate dated 28/03/2011 in respect of the said nine buildings has been issued by the Corporation subject to the terms and conditions therein contained. A copy whereof is annexed hereto and marked as Annexure `G-7`;

AND WHEREAS subsequently, the Promoters have prepared and submitted further revised / amended plans to the Corporation for nineteen buildings to be constructed by the Promoters on a portion admeasuring 112336 sq. mtrs. in the aggregate out of the said property, being Sector II and Sector III development plans for approval and the same have been sanctioned by the Corporation and the sanction – cum - Commencement Certificate dated 11/11/2011 in respect of the said nineteen buildings has been issued by the Corporation subject to the terms and conditions therein contained. A copy whereof is annexed hereto and marked as Annexure `G-8`;

AND WHEREAS upon application made by the Promoters, Government of India, Ministry of Environment and Forests (I.A.Division) has transferred the aforementioned Environmental Clearance for construction in favour of the Promoters vide its letter dated 04/05/2012. The copy of the same is annexed

hereto and marked as Annexure `G-9`;

AND WHEREAS subsequently, the Promoters have prepared and submitted further revised / amended plans to the Corporation for Thirty Eight residential buildings, two commercial buildings, two Community Halls and a Club House to be constructed by the Promoters on a portion admeasuring 1,39,357 sq. mtrs. in the aggregate out of the said property, being Sector I, Sector II, Sector III and Sector IV development plans for approval and the same have been sanctioned by the Corporation and the Revised sanction – cum - Commencement Certificate dated 08/04/2013 in respect of the said Forty One buildings in the aggregate has been issued by the Corporation subject to the terms and conditions therein contained. A copy whereof is annexed hereto and marked as Annexure `G-10`.

AND WHEREAS as per the further revised / amended sanctioned Plans, the area of reservation as mentioned herein above is changed as area admeasuring 2,965 sq. mtrs. is reserved for primary school and 6,000 sq. mtrs. for higher secondary school, area admeasuring 2250 sq. mtrs. is reserved for play ground and area aggregately admeasuring 19,389 sq. mtrs. is reserved for D. P. Road comprising of 45 M., 30 M., 24 M., & 18 M. wide road out of the said first, second & third property.

AND WHEREAS by order No. Revenue/K-1/TE-7/NAP/Wadeghar-Kalyan/SR-156/2013 dated 09/10/2014, the Collector of Thane granted Non-agricultural permission in respect of the said second, plot, the said eighth plot, the said thirteenth plot, the said fourteenth plot, the said fifteenth plot alongwith another plot subject to the terms and conditions therein contained. A copy whereof is annexed hereto and marked as Annexure `G-11`

AND WHEREAS subsequently the Promoters, in accordance with the condition mentioned in Revised sanction – cum - Commencement Certificate dated 08/04/2013, submitted N.A. Permission and accordingly obtained Commencement Certificate dated 06/04/2016 from the Corporation in respect of Buildings Nos. B7, C2 to C5, D6 to D9 & E building. A copy whereof is annexed hereto and marked as Annexure `G-12`;

AND WHEREAS subsequently the Promoters, submitted revised plan to the Corporation for its approval and sanction and the Corporation has sanctioned the same and also issued Commencement Certificate vide V.P. No.KDMC/NRV/BAP/KV/2013-14/10/180 dated 26/12/2017. A copy whereof is annexed hereto and marked as Annexure `G-12A`;

AND WHEREAS as per the revised sanctioned plan, the Promoters shall be constructing Building No.B06 comprising of Stilt + 15 Upper floors comprising of 1BHK premises instead of 2 & ½ BKH premises in Sector II development of the said property.

AND WHEREAS the Promoters have availed additional Term Loan of Rs.15,00,00,000/- (Rupees Fifteen Crores Only) from the said Bank upon the terms and conditions contained in the Sanction Letter dated 01/11/2011 of the said Bank.

AND WHEREAS in pursuance of the said Sanction Letter dated 01/11/2011, as a security for the repayment of the said additional amount along with interest and other monies that may become due and payable to the said Bank, the Promoters being Borrower have executed a Deed of Further Charge on Mortgaged Property dated 26/12/2011 (hereinafter referred to as 'the said Deed of Further Charge') in favour of the said Bank and have created mortgage in respect of the said property therein referred to as the mortgaged property upon the terms and conditions contained therein. The said Deed of Further Charge is registered with the Sub Registrar of Assurances at Kalyan under Serial No.200.

AND WHEREAS the Promoters have availed Financial assistance by way of Rupee Term Facility aggregating to Rs.100,00,00,000/- (Rs.1000.0 million) including Overdraft (OD) Facility not exceeding Rs.100.0 million (the OD limit) as a sub limit of Rupee Term Loan from the ICICI Bank Ltd, ICICI Bank Towers, Bandra Kurla Complex, Mumbai, (hereinafter referred to as "the said ICICI Bank") upon the terms and conditions contained in the Sanction Letter dated 20/02/2013 of the said ICICI Bank.

AND WHEREAS in pursuance of the said Sanction Letter dated 20/02/2013, as a security for the repayment of the said amount along with interest and other monies that may become due and payable to the said ICICI Bank, the Promoters being Borrower have executed an Indenture of Mortgage dated 25/02/2013 (hereinafter referred to as 'the said Deed of Mortgage') in favour of the said ICICI Bank and have created mortgage in respect of the property more particularly described in the Schedule III therein referred to as the mortgaged property upon the terms and conditions contained therein. The said Deed of Mortgage dated 25/02/2013 is registered with the Sub Registrar of Assurances at Kalyan under Serial No.1347/2013 on 07/03/2013.

AND WHEREAS the Promoters have repaid the entire loan of Rs.30,00,00,000/- (Rupees Thirty Crores Only) alongwith the interest thereon

to the said Bank against which the said Bank has issued No Dues Certificate dated 02/03/2013. A copy whereof is annexed hereto & marked as Annexure 'G-13'.

AND WHEREAS by a Deed of Reconveyance dated 04/03/2013 (hereinafter referred to as the 'said Deed of Reconveyance') executed by and between the said bank therein referred to as the Mortgagee of the One Part and the Promoters therein referred to as the Mortgagor of the Second Part, the Mortgagee therein granted, reassigned, reconveyed, released and discharged forever the claim unto the Mortgagor therein in respect of the said mortgaged property more particularly described in the Schedule thereunder written upon the terms and conditions contained therein. The said Deed of Reconveyance is duly registered with the Sub-Registrar of Assurances, Kalyan vide Sr.No.1263/2013;

AND WHEREAS pursuant to the said Deed of Mortgage, the Promoters have opened an escrow account for depositing all receivables from the project with the said ICICI Bank.

AND WHEREAS by and under Declaration-Cum-Indemnity Bond dated 10/02/2014, the Promoters have handed over and surrendered a portion aggregately admeasuring 19389 sq. mtrs. out of the said property in favour of the Kalyan Dombivli Municipal Corporation for 18 mtrs., 24 mtrs., 30 mtrs. and 45 mtrs. D.P. Road upon the terms and conditions therein mentioned (hereinafter referred to as 'the said Declaration'). The said Declaration is registered with the office of Sub-Registrar of Kalyan under Sr. No.723/2014.

AND WHEREAS the Promoters have further availed Financial assistance by way of Rupee Term Facility aggregating to Rs.30,00,00,000/- (Rs.300.0 million) including Overdraft (OD) Facility not exceeding Rs.100.0 million (the OD limit) as a sub limit of Rupee Term Loan from the said ICICI Bank upon the terms and conditions contained in the Sanction Letter dated 14/03/2014 of the said ICICI Bank.

AND WHEREAS in pursuance of the said Sanction Letter dated 14/03/2014, as a security for the repayment of the said amount along with interest and other monies that may become due and payable to the said ICICI Bank, the Promoters being Borrower have executed an Indenture of Mortgage dated 20/03/2014 (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 Second Schedule therein referred to as the mortgaged property upon the terms and conditions contained therein. The said Third Deed of Mortgage dated 20/03/2014 is

registered with the Sub Registrar of Assurances at Kalyan under Serial No.1369/2014.

AND WHEREAS 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/- along with interest and other monies that may become due and payable to the said ICICI Bank, the Promoters being one of the Borrower have executed an Indenture of Mortgage dated 24/04/2015 (hereinafter referred to as 'the said Fourth Deed of Mortgage') 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 their other property situate, lying and being at Chembur, Mumbai upon the terms and conditions contained therein. The said Fourth Deed of Mortgage is registered with the Sub Registrar of Assurances at Kalyan under Serial No.3300/2015 on 27/04/2015 for the purpose of funding of its one of the project known as "RAUNAK CENTRUM" ;

AND WHEREAS the Promoters have also obtained revised Environment Clearance Certificate from the Government of India, Ministry of Environment, Forests & Climate Change (IA.III Section) vide No.F.No.21-55/2014-IA.III dated 23/06/2015. A copy whereof is annexed hereto and marked as Annexure 'G-14';

AND WHEREAS by a Lease Deed dated 03/08/2015 (hereinafter referred to as 'the said Lease Deed') made and executed between the Promoters therein referred to as the Lessor of the one part and Maharashtra State Electricity Distribution Company Ltd. (hereinafter referred to as 'the said MSEDCL') therein referred to as the Lessee of the other part, the Lessor therein granted lease of the portion of land admeasuring approx. 1320.280 sq. Mtrs. out of the said first plot to the Lessee/MSEDCL for the purpose of constructing and erecting 22 K.V. line power switching stations thereon for the term of Ninety Nine Years computed/commencing from the 03.08.2015 and on payment of the premium. The said Lease Deed is registered with the Sub Registrar of Assurances at Kalyan under Serial No.5162/2015.

AND WHEREAS subsequently, the Promoters have further availed Financial assistance by way of Rupee Term Facility aggregating to Rs.50,00,00,000/- (Rs.500.0 million) including Overdraft (OD) Facility not exceeding Rs.200.0 million (the OD limit) as a sub limit of Rupee Term Loan from the said ICICI Bank upon the terms and conditions contained in the Sanction Letter dated 03/09/2015 of the said ICICI Bank.

AND WHEREAS in pursuance of the said Sanction Letter dated 03/09/2015, as a security for the repayment of the said amount along with interest and other monies that may become due and payable to the said ICICI Bank, the Promoters being Borrower have executed an Indenture of Mortgage dated 09/09/2015 (hereinafter referred to as 'the said Fifth Deed of Mortgage') 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 upon the terms and conditions contained therein. The said Fifth Deed of Mortgage is registered with the Sub Registrar of Assurances at Kalyan under Serial No.6096/2015.

AND WHEREAS 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/- 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 M/s. Raunak Jigna Associates being the AOP and one of the sister concern of the Promoters, have executed an Indenture of Mortgage dated 28/06/2016 (hereinafter referred to as 'the said Fifth 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 their other property situate, lying and being at Chembur, Mumbai upon the terms and conditions contained therein. The said Fourth Deed of Mortgage is registered with the Sub Registrar of Assurances at Mumbai under Serial No.7895/2016 on 27/07/2016 for the purpose of funding of its one of the project known as "RAUNAK CENTRUM" ;

AND WHEREAS 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 Fifth Mortgage along with interest and other monies that may become due and payable to the said ICICI Bank, 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 ICICI Bank and have created mortgage in respect of the property more particularly described in the Schedule therein referred to as the mortgaged property in order to raise funds for development of their other property situate, lying and being at Chembur, Mumbai upon the terms and conditions contained therein. The said Supplemental Deed is registered with the Sub Registrar of Assurances at Kalyan under Serial No.6421/2016 on 03/08/2016 for the purpose of funding of its one of the project known as

“RAUNAK CENTRUM” ;

AND WHEREAS in pursuance of the said Sanction Letter dated 12/03/2018, the Promoters, have executed a Indenture of Mortgage dated 20/03/2018 (hereinafter referred to as ‘the said Sixth Mortgage Deed’) in favour of the said ICICI Bank and have created mortgage in respect of the property 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 Sixth Mortgage Deed is registered with the Sub Registrar of Assurances at Kalyan under Serial No.2769/2018 on 21/03/2018;

AND WHEREAS the Promoters have represented to the Allottee that

a) the Promoters have learnt that MMRDA and MHADA schemes are expected to be implemented in Kalyan-Dombivli city and therefore, the Promoters had initially intended to develop the said property either (a) under the present FSI plus TDR permissible as per the provisions of D.C. Regulations of the Corporation or or (b) under affordable Housing Scheme of Maharashtra Housing And Area Development Authority (hereinafter referred to as ‘the MHADA’). However, presently, the Promoters have decided to develop the said property only under the present FSI plus TDR permissible as per the provisions of D.C. Regulations of the Corporation The Promoters have prepared layout schemes of development of the said property and the tentative layouts as per the aforesaid scheme is annexed hereto and marked as Annexure ‘G-15’ .

b) under the present FSI plus TDR available as per the provisions of D. C. Regulations, the Promoters intend to carry out the development of the said property in a sector wise/phase wise manner as follows :

i) The Promoters have completed the construction work of 11 Buildings in Sector II being building Nos.B-01 to B-11, all comprising of Stilt (Part) + Ground (Part) + 15 Upper Floors; and a Club House comprising of Stilt + 2 Upper Floors and a Commercial Building being Building No.B comprising of Ground Floor only in Sector II. The Promoters have completed construction of commercial premises on the ground floor of the buildings in Sector II bearing No.B-05, B-06, B-07 and B-11 facing roadside and a commercial building comprising of Ground floor only being Building No.B as well as under the Podium of Sector II and have also completed the construction of Podium in sector II. The Promoters have obtained Occupation Certificate from the

Corporation in respect of building Nos.B-01 to B-4 & B-09 to B-11 on 25/06/2017 upon the terms and conditions therein mentioned. Similarly, the Promoters have completed the construction of building Nos.B-05 & B-06 and have obtained Occupation Certificate in respect thereof on 31/12/2015 & have also completed the construction of building No.B-08 and obtained Occupation Certificate in respect thereof on 28/07/2017 and have also completed the construction of building No.B-07 and obtained Occupation Certificate in respect thereof on 07/02/2018. The authenticated copies thereof is annexed hereto and marked as Annexure 'G-16 '

ii) The Promoters have commenced and completed the construction of Seventeen buildings viz. C-01 to C-17 all comprising of Stilt (P) + Ground (P) + 7 Upper Floors; and a Community Hall comprising of Ground + 1 Upper Floor in Sector III. The Promoters have obtained Occupation Certificate from the Corporation in respect of building Nos.C-01, C-06 to C-17 on 03/08/2016 and in respect of building No.C-02 to C5 on 28/07/2017 in sector III upon the terms and conditions therein mentioned.

iii) As per sanctioned plans, in Sector IV, the Promoters are entitled to construct 22 buildings out of which six buildings i.e. D-01 to D-04, D-09 & D-10 comprising of stilt plus 22 upper floors and four buildings i.e. D-05 to D-08 comprising of ground plus stilt plus 7 upper floors. The Promoters have commenced the construction of all 10 buildings in Sector IV, however, the Promoters also propose to construct the Building Nos.D-05 to D-08 comprising of Ground + Stilt + 30 Upper Floors upon purchasing, loading and utilizing additional TDR from the market and/or the beneficial FSI that may be granted by the Corporation in favour of the Promoters for any reason whatsoever.

iv) Moreover, the Promoters intend to construct either 12 buildings all comprising of Stilt + 2 Podium + 30 Upper floors as well as one commercial building comprising of Ground + 3 Upper floors in 'Sector I' being the future phase of development of the said property as more particularly shown on the plan thereof hereto annexed as Annexure 'C-3A' or 11 buildings all comprising of Stilt + 2 Podium + 30 Upper floors in 'Sector I' being the future phase of development of the said property as more particularly shown on the plan thereof hereto annexed as Annexure 'C-3B'

v) The partners of the Promoters in their individual capacity have acquired and purchased the land bearing Survey No.66/3/1 admeasuring 5,287 sq. mtrs. (hereinafter referred to as 'the said Fifth Property') by executing requisite documents including Deed of Conveyance which is

registered with the Sub Registrar of Assurances at Kalyan. The said Fifth property is affected by reservations as stated hereinabove. The partners of the Promoters have decided either bring the said Fifth property by way of capital in the Promoters' Partnership Firm or transfer the said Fifth property in favour of the Promoters by executing requisite documents. The said Fifth Property is shown on the plan thereof hereto annexed and marked as Annexure 'C' by cross lines.

vi) Since the reservations as stated hereinabove are more than 5% of the net plot, the Promoters are not required to provide 5% Amenity Plot as shown in the said sanctioned plans and therefore, the Promoters after obtaining requisite permissions and orders in that behalf from the Corporation, intend to shift the portion shown in the Fifth property as reserved for Primary School, Higher Secondary School and Play Ground in the northern portion of the First Property which is presently shown as Amenity. Upon shifting the said reservation, the Promoters intend to amalgamate the said Fifth property in the said property and construct either 14 buildings comprising of Stilt + 2 Podium + 30 Upper floors. in 'Sector I' being the future phase of development of the said property as more particularly shown on the plan thereof hereto annexed as Annexure 'C-3C' or 17 buildings all comprising of Stilt + 2 Podium + 30 Upper floors as well as one commercial building comprising of Ground + 3 Upper floors in 'Sector I' being the future phase of development of the said property as more particularly shown on the plan thereof hereto annexed as Annexure 'C-3D'.

vii) In the premises aforesaid, the Promoters propose to construct either 49 or 51 buildings in four Sectors in the said property as shown on layout plan annexed hereto and marked as Annexure 'C-2A' & 'C-2B' or 52 or 56 buildings after amalgamating fifth property in the said property in four Sectors as shown on layout plan annexed hereto and marked as Annexure 'C-2C' & 'C-2D'.

c) The Promoters have expressed to the Allottee that the said property shall be developed in phased manner. The Allottee hereby acknowledges, confirms and undertakes that the Allottee shall not claim any rebate or reduction in the purchase price as well as any other benefit from the Promoters as a result of such phased developments and /or amendments, alterations, modifications and/or variations on the said property. The Promoters may also amalgamate the said property and/or sub-divided plots with any other plot or plots. The Promoters are also entitled to sub-divide the said property and to amend the layout as may be permitted by the Corporation and other concerned authorities and/or reduce or increase the limits of the Plot in Sector II and the Allottee hereby agrees and gives consent

to the same and covenants not to obstruct and/or raise any objections whatsoever to and /or interfere with the development to be carried out by the Promoters in such phased manner, even after the Promoters have given the possession of the said premises to the Allottee. The Allottee hereby agrees to grant to the Promoters all the assistance and co-operation as the Promoters may reasonably require from time to time even after the Promoters have delivered possession of the said flat to the Allottee, so as to enable the Promoters to complete the development of the said property.

d. One Shri Narendra N. Mojindra (herein after referred to as the said Narendra) has filled special Civil suit No.118/2012 (hereinafter referred to as 'the said suit No.1') against the said Ashapura and others for cancellation of agreement and injunction in respect of survey No.66/3/A admeasuring 16500 sq.mtrs situated at village Wadeghar Kalyan which includes the said fifth property.

e. The said Narendra have filed application for joining of Mr. Rajan N. Bandelkar & Mr. Vijay P. Mody as the proposed defendants in the said suit No.1. The Hon'ble court have allowed said application and have joined Mr. Rajan N. Bandelkar & Mr. Vijay P. Mody as the proposed defendants in the said suit No.1. The said suit is pending, however, no adverse order has been passed in the said Suit No.1. The said Narendra has registered Notice of Lis Pendence with the Sub Registrar of Assurances at Kalyan under Sr. No.900/2013.

f. One Shri Krishna Kanha Bhoir and others (hereinafter referred to as the said Krishna) have filed RTS Appeal No.104/2015 (hereinafter referred to as 'the said case No.1') against Santosh Babu Bhoir and others including the Promoters herein for cancellation of Mutation Entry No.1235 and 1278 in respect of the property more particularly described at Sr. Nos.7 in the Schedule hereunder written alongwith application for condonation of delay.

g. By order dated 05/06/5018, Sub Divisional Officer Kalyan has been pleased to dismissed the application for condonation of delay.

h. The said Krishna have filed RTS Appeal No.105/2015 (hereinafter referred to as 'the said case No.2') against M/s. Rijuta Properties Pvt. Ltd. and others including the Promoters herein for cancellation of Mutation Entry No.1217 and 1251 in respect of the property more particularly described at Sr. Nos.9 & 10 in the Schedule hereunder written

i. By order dated 05/06/5018, Sub Divisional Officer Kalyan has been

pleased to dismissed the application for condo nation of delay.

j. The said Krishna have filed Tenancy Appeal No.106/2015 (hereinafter referred to as 'the said case No.3') against Santosh Babu Bhoir and others including the Promoters herein for cancellation of order dated 26/06/1974 passed by the Tahsildar Kalyan in respect of the property more particularly described at Sr. Nos.7 in the Schedule hereunder written ..

k. By order dated 05/06/5018, Sub Divisional Officer Kalyan has been pleased to dismissed the application for condo nation of delay.

l. The promoters have filed Municipal Appeal No.296/15 (hereinafter referred to as 'the said Suit No.2') against the Kalyan Dombivali Municipal Corporation and another for recovery of tax on open land in respect of the said property and the same is pending. Moreover, no adverse order has been passed in the said suit No.2 against the Promoters in respect of the said property.

AND WHEREAS the subject matter of this Agreement is Building No.**D6** (hereinafter referred to as "the said Building") being constructed on the Plot out of the said property;

AND WHEREAS the Promoters have, prior to the execution of these presents, obtained written NOC dated _____ from the said ICICI Bank in respect of the sale of the said flat to the Allottee herein. The Promoters hereby agree to furnish the copy thereof to the Allottee on or before execution hereof.

AND WHEREAS the Promoter are in possession of the said property.

AND WHEREAS the Allottee is offered an Apartment bearing number _- _____ on the _____ floor, (herein after referred to as the said "Apartment") in the Building called "**D6**" (herein after referred to as the said "Building") being constructed in "RAUNAK CITY SECTOR IV", by the Promoters.

AND WHEREAS the Promoters have entered into a standard agreement with M/s. Design Consortium, Architects and Interior Designers and the said agreement is as per the prescribed format prescribed by the Council of Architects,

AND WHEREAS the Promoters have registered the Project namely

“ _____ ” 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 _____ No. _____, authenticated copy is attached as Annexure ‘G-17’

AND WHEREAS the Promoters have also appointed RCC specialist and Structural Engineer M/s. R.C.Tipnis for preparation of the structural designs and drawings of the buildings on the Promoters accepting the professional supervision of the Architects and the structural Engineers till the completion of the buildings.

AND WHEREAS by virtue of the aforesaid Agreements, Power of Attorneys & Deed of Conveyances, the Promoters have sole and exclusive right to sell the Apartments in the said buildings to be/being constructed by the promoters of the said property and to enter into Agreement/s with the allottee/s of the Apartments, to receive the sale consideration in respect thereof.

AND WHEREAS 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 Architects, M/s. Design Consortium, 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 made thereunder.

AND WHEREAS 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 buildings are to be constructed have been annexed hereto and marked as Annexure ‘A’, & ‘B’ respectively.

AND WHEREAS 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'.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the buildings 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-2ABCD',

AND WHEREAS 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".

AND WHEREAS 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.

AND WHEREAS 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.

AND WHEREAS the Promoters have accordingly commenced construction of the said building/s in accordance with said sanctioned plans.

AND WHEREAS the Allottee has applied to the Promoters for allotment of Apartment bearing No. _____ on the _____ floor situated in Building No. **D6** (hereinafter referred to as 'the said Building') of "RAUNAK CITY - SECTOR IV" (hereinafter referred to as 'the said Apartment') being constructed in the IV phase of the said Project.

AND WHEREAS the carpet area of the said Apartment is _____ square meter equivalent to _____ sq. ft. as per RERA (in addition enclosed balcony area _____ sq. mtr equivalent to _____ sq. ft.) "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 WHEREAS 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;

AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoters a sum of **Rs. _____/-** (_____), 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 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.

AND WHEREAS 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.

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, 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.

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

1. The Promoters shall construct ten buildings viz. D-01 to D-04, D-09 & D-10 comprising of Stilt + 22 Upper Floors, D-05 to D-08 comprising of Stilt (Part) + Ground (Part) + 7 Upper Floors with commercial premises on the ground floor facing roadside; and a Community Hall comprising of Ground + 1 Upper Floor in Sector IV in accordance with the building plans sanctioned by the Corporation with only such variations and modifications as the Corporation or the Promoters may deem fit and the Allottee hereby consents to the same. However, the Promoters intend to acquire, load and consume additional FSI/TDR or beneficial scheme upon the said plot in order to construct building Nos.D-05 to D-08 comprising of Ground (Part) + Stilt (Part)+ 40 Upper Floors. The Promoter hereby represent and the Allottees hereby expressly confirm that the Promoter, as and subject to what is contemplated in the said Act and the Rules framed thereunder, has irrevocable and unconditional rights, authorities, entitlements to increase or decrease area of the aforesaid building, increase or decrease in numbers of floors as also

specification/designs as also location by vertical and/or horizontal as may be permitted/approved by the Corporation, from time to time without adversely affecting in any way the said Apartment hereby allotted to the Allottees.

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.

1.(a) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee Apartment bearing No. _____ on _____ floor of Building No. **D6** (hereinafter referred to as `the said Building`) of "RAUNAK CITY – SECTOR IV" having carpet area of _____ square meter equivalent to _____ sq. ft. as per RERA (in addition enclosed balcony area _____ sq. mtr equivalent to _____ sq. ft.) (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. _____/-** (_____) 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 annexed herewith and marked as Annexure 'E'.

1(b) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee, stilt car parking space No. _____ to the Allottee being constructed in the layout for the consideration of **Rs. _____/-**

1(c) The total aggregate consideration amount for the Apartment including **covered** parking space No _____ is thus **Rs. _____ /-** (_____ **Only**)

1(d) The Allottee has paid on or before execution of this agreement a sum of **Rs. _____/-** (_____ **Only**) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoters, the balance amount of purchase consideration of Rs. _____/- (Rupees _____ **Only**) in the following manner :-

i)	1.00 %	On Booking
ii)	19.00%	After execution of Agreement
iii)	10.00 %	On completion of Plinth
iv)	2.00 %	On completion of Slab 5
v)	2.00 %	On completion of Slab 7
vi)	2.00 %	On completion of Slab 9
vii)	2.00 %	On completion of Slab 11
viii)	2.00 %	On completion of Slab 13
ix)	3.00 %	On completion of Slab 15
x)	4.00 %	On completion of Slab 17
xi)	4.00 %	On completion of Slab 19
xii)	4.00 %	On completion of Slab 21
xiii)	4.00 %	On completion of Slab 23
xiv)	10.00 %	On completion of Brick Work / Plaster
xv)	10.00 %	On completion of External Plumbing
xvi)	8.00 %	On completion of Electrical fittings
xvii)	8.00 %	On completion of Entrance lobby

xviii)	5.00 %	On Possession
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1(e) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

1(f) 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 Allottees 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 customer 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. 1(a) hereinabove is net consideration and Allottee shall be liable to pay all the taxes payable thereupon including but not limited to VAT, Service Tax, GST, cess etc. The said taxes shall be paid by the Allottee immediately on demand.

1(g) 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.

1(h) 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. 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 within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand the same from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(i) 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.

2.1 The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.

2.2 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 Allottees after receiving the occupancy certificate or the

completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoters hereby declare that the Floor Space Index available as on date in respect of the said property is 103789 square meters only and Promoters have planned to utilize Floor Space Index of 145291.44 square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI 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 249080.44 square meters as proposed to be utilized by him 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.

4.1 If the Promoters fail to abide by the time schedule for completing the project and handing over the said Apartment to the Allottee, the 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.

4.2 Without prejudice to the right of Promoters to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the 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 of installments, 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.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall, after deducting an amount equal to 20% of 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. 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.

5. 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 Promoter in the said building and the said Apartment are set out in Annexure 'F' annexed hereto.

The specifications mentioned in the advertisement/communication or the brochures, pamphlets regarding the flat 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.

6. The Promoters shall give possession of the said Apartment to the Allottee on or before 31st day of December 2026. 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 4.1 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.
- (iv) delay in issue of Occupation Certificate by the Thane Municipal Corporation and/or Planning Authority and circumstances beyond the control of the Promoter.

7.1 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.

7.2 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:

7.3 Failure of Allottee to take Possession of Said Apartment: Upon receiving a written intimation from the Promoters as per clause 7.1, 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 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 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.

7.5 If within a period of five years from the date of handing over the Said Apartment to the Allottee, the Allottee brings to the notice of the 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.

7.6 After receiving possession from the Promoters, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause 7.5 above), the Promoters shall not be responsible for the cost of re-instating 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.

8. 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.

9. 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 Allottee. 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 Promoter may become a member of the Society or association / apex body / apex bodies to the extent of all unsold and/or unallotted Apartments/units, areas and spaces in the Building(s).

9.1 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 or wing in which the said Apartment is situated.

9.2 The Promoters shall, within three months of registration of the last Society or Limited Company, as aforesaid, cause to be transferred to the Apex Body/Federation of all the Societies of the said property, 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 are constructed.

9.3 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/s 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 building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings 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. _____/- 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 a conveyance/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 conveyance/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.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts :-

- (i) Rs. _____ plus applicable taxes for share money, application entrance fee of the Society or Limited Company.
- (ii) Rs. 5,000/- for formation and registration of the Society or Limited Company.
- (iii) Rs 1,50,000/- plus applicable taxes as possession charges for layout infrastructure development.

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 Promoter by the Allottees towards Property Tax and the demand raised by the authorities (Shortfall Amount), the Promoter shall inform the Allottees of such shortfall and the Allottees shall be liable to ensure that the same is paid to the Promoter within 15 days of receipt of intimation from the Promoter, 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 Promoter 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 purchasers.

11. The Allottee shall pay to the Promoters a sum of Rs. 5000/- 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 conveyance or assignment of lease.

12, At the time of registration of conveyance or 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 the said 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 conveyance or 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 societies on such conveyance or 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 formed/to be formed on the said property.

13, REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

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

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

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 project/said property;

iii. There are no encumbrances upon the said property or the Project except those disclosed in clause No.b (a16) & (a17) hereinbelow;

iv. There are no litigations pending before any Court of law with respect to the said property or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said property and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent

authorities with respect to the Project, said property and said 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 Project, said property, Building/wing 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 and 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 Conveyance 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 all the Association of the Allottees;

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 Promoter in respect of the said property and/or the Project 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) They intend to develop the said property to be known as “**RAUNAK CITY – SECTOR IV**”;

a.1) As per the sanctioned plan, the Promoters are entitled to carry out the development of the said property in a sectorwise/phase wise manner as follows:

a.2) the Promoters have learnt that MMRDA and MHADA schemes are expected to be implemented in Kalyan-Dombivli city and therefore, the Promoters had initially intended to develop the said property either (a) under the present FSI plus TDR permissible as per the provisions of D.C. Regulations of the Corporation or or (b) under affordable Housing Scheme of Maharashtra Housing And Area Development Authority (hereinafter referred to as 'the MHADA'). However, presently, the Promoters have decided to develop the said property only under the present FSI plus TDR permissible as per the provisions of D.C. Regulations of the Corporation The Promoters have prepared layout schemes of development of the said property and the tentative layouts as per the aforesaid scheme is annexed hereto and marked as Annexure 'G-15' .

a.3) under the present FSI plus TDR available as per the provisions of D. C. Regulations, the Promoters intend to carry out the development of the said property in a sector wise/phase wise manner as follows :

a.4) The Promoters have completed the construction work of 11 Buildings in Sector II being building Nos.B-01 to B-11 all comprising of Stilt (Part) + Ground (Part) + 15 Upper Floors; and a Club House comprising of Stilt + 2 Upper Floors and a Commercial Building being Building No.B comprising of Ground Floor only in Sector II. The Promoters have completed construction of commercial premises on the ground floor of the buildings in Sector II bearing No.B-05, B-06 and B-11 facing roadside and a commercial building comprising of Ground floor only being Building No.B as well as under the Podium of Sector II and have also completed the construction of Podium in sector II. The Promoters have obtained Occupation Certificate from the Corporation in respect of building Nos.B-01 to B-4 & B-09 to B-11 in sector II on 25/06/2017 & in respect of building Nos.B-05 & B-06 on 31/12/2015 & in respect of building No.B-08 on 28/07/2017 & in respect of building No.B-07 on 07/02/2018.

a.5) The Promoters have commenced and completed the construction of Seventeen buildings viz. C-01 to C-17 all comprising of Stilt + 7 Upper Floors; and a Community Hall comprising of Ground + 1 Upper Floor in Sector III. The

Promoters have obtained Occupation Certificate from the Corporation in respect of building Nos.C-01, C-06 to C-17 on 03/08/2016 and in respect of building No.C-02 to C5 on 28/07/2017 in sector III upon the terms and conditions therein mentioned.

a.6) As per sanctioned plans, in Sector IV, the Promoters are entitled to construct 10 buildings out of which six buildings i.e. D-01 to D-04, D-09 & D-10 comprising of stilt plus 22 upper floors and four buildings i.e. D-05 to D-08 comprising of ground plus stilt plus 7 upper floors. The Promoters have also commenced the construction of 3 buildings viz. D-01, D-02 & D-10 comprising of Stilt + 22 Upper Floors in Sector IV, however, the Promoters also propose to construct Building Nos.D-05 to D-08 comprising of Stilt + 40 Upper Floors upon purchasing, loading and utilizing additional TDR from the market and/or the beneficial FSI that may be granted by the Corporation in favour of the Promoters for any reason whatsoever.

a.7) Moreover, the Promoters intend to construct either 12 buildings all comprising of Stilt + 2 Podium + 30 Upper floors as well as one commercial building comprising of Ground + 3 Upper floors in 'Sector I' being the future phase of development of the said property as more particularly shown on the plan thereof hereto annexed as Annexure 'C-3A' or 11 buildings all comprising of Stilt + 2 Podium + 30 Upper floors in 'Sector I' being the future phase of development of the said property as more particularly shown on the plan thereof hereto annexed as Annexure 'C-3B'

a.8) The partners of the Promoters in their individual capacity have acquired and purchased the land bearing Survey No.66/3/1 admeasuring 5,287 sq. mtrs. (hereinafter referred to as 'the said Fifth Property') by executing requisite documents including Deed of Conveyance which is registered with the Sub Registrar of Assurances at Kalyan. The said Fifth property is affected by reservations as stated hereinabove. The partners of the Promoters have decided either bring the said Fifth property by way of capital in the Promoters' Partnership Firm or transfer the said Fifth property in favour of the Promoters by executing requisite documents. The said Fifth Property is shown on the plan thereof hereto annexed and marked as Annexure 'C' by cross lines.

a.9) Since the reservations as stated hereinabove are more than 5% of the net plot, the Promoters are not required to provide 5% Amenity Plot as shown in the said sanctioned plans and therefore, the Promoters after obtaining requisite permissions and orders in that behalf from the Corporation, intend to shift the portion shown in the Fifth property as reserved for Primary School, Higher Secondary School and Play Ground in the northern portion of the First

Property which is presently shown as Amenity. Upon shifting the said reservation, the Promoters intend to amalgamate the said Fifth property in the said property and construct either 14 buildings comprising of stilt + 2 Podium + 30 Upper floors. in 'Sector I' being the future phase of development of the said property as more particularly shown on the plan thereof hereto annexed as Annexure 'C-3C' or 17 buildings all comprising of Stilt + 2 Podium + 30 Upper floors as well as one commercial building comprising of Ground + 3 Upper floors in 'Sector I' being the future phase of development of the said property as more particularly shown on the plan thereof hereto annexed as Annexure 'C-3D' .

a.10) In the premises aforesaid, the Promoters propose to construct either 49 or 51 buildings in four Sectors in the said property as shown on layout plan annexed hereto and marked as Annexure 'C-2A' & 'C-2B' or 52 or 56 buildings after amalgamating fifth property in the said property in four Sectors as shown on layout plan annexed hereto and marked as Annexure 'C-2C' & 'C-2D'.

a.11) The Promoters have availed of Credit facility i.e. Term Loan of Rs.15,00,00,000/- (Rupees Fifteen Crores Only) from NKGSB Co-operative Bank Ltd. (hereinafter referred to as 'the said Bank') upon the terms and conditions contained in the Sanction Letter dated 01/01/2011 of the said Bank.

a.12) In pursuance of the said Sanction Letter dated 01/01/2011, as a security for the repayment of the said amount along with interest and other monies that may become due and payable to the said Bank, the Promoters being Borrower have executed an Indenture of Mortgage dated 06/01/2011 (hereinafter referred to as 'the said Deed of Mortgage') in favour of the said Bank and have created mortgage in respect of the said property therein referred to as the mortgaged property upon the terms and conditions contained therein. The said Deed of Mortgage is registered with the Sub Registrar of Assurances at Kalyan under Serial No.1556.

a.13) By Modification of Indenture of Registered Mortgaged Deed dated 01/02/2011 registered with the Sub Registrar of Assurances at Kalyan under Serial No.1557, made between the Promoters therein referred to as the Mortgagor of the one part and the said Bank therein referred to as the Mortgagee Bank of the other part, the Mortgagee Bank therein converted the said Term Loan facility of Rs.15 Crores into Cash Credit Facility of Rs.14.75 Crores to the Mortgagors therein subject to the conditions mentioned in the revised Sanctioned Letter dated 22/02/2011.

a.14) the Promoters have availed additional Term Loan of Rs.15,00,00,000/ (Rupees Fifteen Crores Only) from the said Bank upon the terms and conditions contained in the Sanction Letter dated 01/11/2011 of the said Bank.

a.15) In pursuance of the said Sanction Letter dated 01/11/2011, as a security for the repayment of the said additional amount along with interest and other monies that may become due and payable to the said Bank, the Promoters being Borrower have executed a Deed of Further Charge on Mortgaged Property dated 26/12/2011 (hereinafter referred to as 'the said Deed of Further Charge') in favour of the said Bank and have created mortgage in respect of the said property therein referred to as the mortgaged property upon the terms and conditions contained therein. The said Deed of Further Charge is registered with the Sub Registrar of Assurances at Kalyan under Serial No.200.

a.16) The Promoters have availed Financial assistance by way of Rupee Term Facility aggregating to Rs.100,00,00,000/- (Rs.1000.0 million) including Overdraft (OD) Facility not exceeding Rs.100.0 million (the OD limit) as a sub limit of Rupee Term Loan from the ICICI Bank Ltd, ICICI Bank Towers, Bandra Kurla Complex, Mumbai, (hereinafter referred to as "the said ICICI Bank") upon the terms and conditions contained in the Sanction Letter dated 20/02/2013 of the said ICICI Bank.

a.17) In pursuance of the said Sanction Letter dated 20/02/2013, as a security for the repayment of the said amount along with interest and other monies that may become due and payable to the said ICICI Bank, the Promoters being Borrower have executed an Indenture of Mortgage dated 25/02/2013 (hereinafter referred to as 'the said Deed of Mortgage') in favour of the said ICICI Bank and have created mortgage in respect of the property more particularly described in the Schedule III therein referred to as the mortgaged property upon the terms and conditions contained therein. The said Deed of Mortgage dated 25/02/2013 is registered with the Sub Registrar of Assurances at Kalyan under Serial No.1347/2013 on 07/03/2013.

a.18) The Promoters have repaid the entire loan of Rs.30,00,00,000/- (Rupees Thirty Crores Only) alongwith the interest thereon to the said Bank against which the said Bank has issued No Dues Certificate dated 02/03/2013.

a.19) By a Deed of Reconveyance dated 04/03/2013 (hereinafter referred to as the 'said Deed of Reconveyance')⁵³ executed by and between the said

bank therein referred to as the Mortgagee of the One Part and the Promoters the Promoters herein referred to as the Mortgagor of the Second Part, the Mortgagee therein granted, reassigned, reconveyed, released and discharged forever the claim unto the Mortgagor therein in respect of the said mortgaged property more particularly described in the Schedule thereunder written upon the terms and conditions contained therein. The said Deed of Reconveyance is duly registered with the Sub-Registrar of Assurances, Kalyan vide Sr.No.1263/2013;

a.20) Pursuant to the said Deed of Mortgage, the Promoters have opened an escrow account for depositing all receivables from the project with the said ICICI Bank.

a.21) By and under Declaration-Cum-Indemnity Bond dated 10/02/2014, the Promoters have handed over and surrendered a portion aggregately admeasuring 19389 sq. mtrs. out of the said property in favour of the Kalyan Dombivli Municipal Corporation for 18 mtrs., 24 mtrs., 30 mtrs. and 45 mtrs. D.P. Road upon the terms and conditions therein mentioned (hereinafter referred to as 'the said Declaration'). The said Declaration is registered with the office of Sub-Registrar of Kalyan under Sr. No.723/2014.

a.22) The Promoters have further availed Financial assistance by way of Rupee Term Facility aggregating to Rs.30,00,00,000/- (Rs.300.0 million) including Overdraft (OD) Facility not exceeding Rs.100.0 million (the OD limit) as a sub limit of Rupee Term Loan from the said ICICI Bank upon the terms and conditions contained in the Sanction Letter dated 14/03/2014 of the said ICICI Bank.

a.23) In pursuance of the said Sanction Letter dated 14/03/2014, as a security for the repayment of the said amount along with interest and other monies that may become due and payable to the said ICICI Bank, the Promoters being Borrower have executed an Indenture of Mortgage dated 20/03/2014 (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 Second Schedule therein referred to as the mortgaged property upon the terms and conditions contained therein. The said Third Deed of Mortgage dated 20/03/2014 is registered with the Sub Registrar of Assurances at Kalyan under Serial No.1369/2014.

a.24) 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/- along with interest and other monies that may become due and payable to the said ICICI Bank, the Promoters being one of the₅₄Borrower have executed an

Indenture of Mortgage dated 24/04/2015 (hereinafter referred to as 'the said Fourth Deed of Mortgage') 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 their other property situate, lying and being at Chembur, Mumbai upon the terms and conditions contained therein. The said Fourth Deed of Mortgage is registered with the Sub Registrar of Assurances at Kalyan under Serial No.3300/2015 on 27/04/2015 for the purpose of funding of its one of the project known as "RAUNAK CENTRUM" ;

a.25) The Promoters have also obtained revised Environment Clearance Certificate from the Government of India, Ministry of Environment, Forests & Climate Change (IA.III Section) vide No.F.No.21-55/2014-IA.III dated 23/06/2015.

a.26) By a Lease Deed dated 03/08/2015 (hereinafter referred to as 'the said Lease Deed') made and executed between the Promoters therein referred to as the Lessor of the one part and Maharashtra State Electricity Distribution Company Ltd. (hereinafter referred to as 'the said MSEDCL') therein referred to as the Lessee of the other part, the Lessor therein granted lease of the portion of land admeasuring approx. 1320.280 sq. Mtrs. out of the said first plot to the Lessee/MSEDCL for the purpose of constructing and erecting 22 K.V. line power switching stations thereon for the term of Ninety Nine Years computed/commencing from the 03.08.2015 and on payment of the premium. The said Lease Deed is registered with the Sub Registrar of Assurances at Kalyan under Serial No.5162/2015.

a.27) Subsequently, the Promoters have further availed Financial assistance by way of Rupee Term Facility aggregating to Rs.50,00,00,000/- (Rs.500.0 million) including Overdraft (OD) Facility not exceeding Rs.200.0 million (the OD limit) as a sub limit of Rupee Term Loan from the said ICICI Bank upon the terms and conditions contained in the Sanction Letter dated 03/09/2015 of the said ICICI Bank.

a.28) In pursuance of the said Sanction Letter dated 03/09/2015, as a security for the repayment of the said amount along with interest and other monies that may become due and payable to the said ICICI Bank, the Promoters being Borrower have executed an Indenture of Mortgage dated 09/09/2015 (hereinafter referred to as 'the said Fifth Deed of Mortgage') 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 upon the terms and conditions contained

therein. The said Fifth Deed of Mortgage is registered with the Sub Registrar of Assurances at Kalyan under Serial No.6096/2015.

a.29) 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/- 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 M/s. Raunak Jigna Associates being the AOP and one of the sister concern of the Promoters, have executed an Indenture of Mortgage dated 28/06/2016 (hereinafter referred to as 'the said Fifth 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 their other property situate, lying and being at Chembur, Mumbai upon the terms and conditions contained therein. The said Fourth Deed of Mortgage is registered with the Sub Registrar of Assurances at Mumbai under Serial No.7895/2016 on 27/07/2016 for the purpose of funding of its one of the project known as "RAUNAK CENTRUM" ;

a.30) 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 Fifth Mortgage along with interest and other monies that may become due and payable to the said ICICI Bank, 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 ICICI Bank and have created mortgage in respect of the property more particularly described in the Schedule therein referred to as the mortgaged property in order to raise funds for development of their other property situate, lying and being at Chembur, Mumbai upon the terms and conditions contained therein. The said Supplemental Deed is registered with the Sub Registrar of Assurances at Kalyan under Serial No.6421/2016 on 03/08/2016 for the purpose of funding of its one of the project known as "RAUNAK CENTRUM" ;

a.31) In pursuance of the said Sanction Letter dated 12/03/2018, the Promoters, have executed a Indenture of Mortgage dated 20/03/2018 (hereinafter referred to as 'the said Sixth Mortgage Deed') in favour of the said ICICI Bank and have created mortgage in respect of the property 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 Sixth Mortgage Deed is registered with the Sub Registrar of Assurances at Kalyan under Serial

No.2769/2018 on 21/03/2018;

a.32) One Shri Narendra N. Mojindra (herein after referred to as the said Narendra) has filled special Civil suit No.118/2012 (hereinafter referred to as 'the said suit No.1') against the said Ashapura and others for cancellation of agreement and injunction in respect of survey No.66/3/A admeasuring 16500 sq.mtrs situated at village Wadeghar Kalyan which includes the said fifth property.

a.33) The said Narendra have filed application for joining of Mr. Rajan N. Bandelkar & Mr. Vijay P. Mody as the proposed defendants in the said suit No.1. The Hon'ble court have allowed said application and have joined Mr. Rajan N. Bandelkar & Mr. Vijay P. Mody as the proposed defendants in the said suit No.1. The said suit is pending, however, . no adverse order has been passed in the said Suit No.1. The said Narendra has registered Notice of Lis Pendence with the Sub Registrar of Assurances at Kalyan under Sr. No.900/2013.

a.34) One shri Krishna Kanha Bhoir and others (hereinafter referred to as the said Krishna) have filed RTS Appeal No.104/2015 (hereinafter referred to as 'the said case No.1') against Santosh Babu Bhoir and others including the Promoters herein for cancellation of Mutation Entry No.1235 and 1278 in respect of the property more particularly described at Sr. Nos.7 in the Schedule hereunder written alongwith application for condonation of delay.

a.35) By order dated 05/06/5018, Sub Divisional Officer Kalyan has been pleased to dismissed the application for condonation of delay.

a.36) The said Krishna have filed RTS Appeal No.105/2015 (hereinafter referred to as 'the said case No.2') against M/s. Rijuta Properties Pvt. Ltd. and others including the Promoters herein for cancellation of Mutation Entry No.1217 and 1251 in respect of the property more particularly described at Sr. Nos.9 & 10 in the Schedule hereunder written.

a.37) By order dated 05/06/5018, Sub Divisional Officer Kalyan has been pleased to dismissed the application for condonation of delay.

a.38) The said Krishna have filed Tenancy Appeal No.106/2015 (hereinafter referred to as 'the said case No.3') against Santosh Babu Bhoir and others including the Promoters herein for cancellation of order dated 26/06/1974 passed by the Tahsildar Kalyan in respect of the property more particularly

described at Sr. Nos.7 in the Schedule hereunder written.

a.39) By order dated 05/06/5018, Sub Divisional Officer Kalyan has been pleased to dismissed the application for condonation of delay.

a.40) The promoters have filed Municipal Appeal No.296/15 (hereinafter referred to as 'the said Suit No.2') against the Kalyan Dombivali Municipal Corporation and another for recovery of tax on open land in respect of the said property and the same is pending. Moreover, no adverse order has been passed in the said suit No.2 against the Promoters in respect of the said property.

a.41) The Promoters have informed the Allottee and the Allottee is aware that in addition to construction of the buildings in the Project, the Promoter will be entitled to construct common amenities and facilities for the Project such as pump rooms, meter rooms, underground tanks, sewerage treatment plant, watchman room, substation for power supply company etc. on the Project Property. The Promoters have further informed the Allottee/s that the service lines common to the Building in the Project and other buildings to be /being constructed on the Larger Property may pass through the portion of the Project Property (including the portion thereof upon which the Building is being constructed).

c) 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.

d) The Allottee has been informed and is aware that the buildable area has been sanctioned for the entire Property as a single land on the basis of the available Floor Space Index ("FSI") on the entire Property and accordingly the Promoters intend to develop the Project Property in phases. The Promoters declare that as per the existing regulations and Agreements/Deeds, the FSI available to the Promoters in respect of the

Project Property is 249080.44 square meters and that no part of the FSI has been utilized by the Promoters elsewhere than in the overall development for any purpose. Further, the Allottee has been informed and acknowledges that the FSI of the Building may not be proportionate to the area of the portion of the Project Property on which it is being constructed in proportion to the total area of the entire Property taking into account the FSI to be utilized for all buildings to be constructed thereon. The Promoters in its sole discretion, may allocate such buildable FSI for each of the buildings being constructed on the Project Property as it thinks fit and the Allottees of the premises in such buildings (including the Allottee) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the building or the Project Property. The Allottee acknowledges that the Promoters alone are entitled to utilize and deal with all the development potential of the Project 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 Project 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.

e) 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 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;

f) By a Deed of Right of Way dated 14/11/2011 executed by and between the Promoters herein therein referred to as the Grantor of the one part and M/s. Sai Satyam Group, therein referred to as the Grantee of the other part, the Grantors therein granted and provided to the Grantee therein on and over the passage of land more particularly shown therein by dotted lines on the plan Annexed thereto as Annexure 'A' being 9 mtrs. wide right of way as an access unto the Grantee passing through the said seventh plot more particularly described at Sr. No.9 of the Schedule hereunder written in order to enable the Grantees to pass and repass the nearest road at or for the consideration and upon the terms and conditions therein mentioned (hereinafter referred to as 'the said ROW Agreement'). The said ROW

Agreement is registered with the office of the Sub-Registrar of Assurances at Kalyan under Sr. No.11356 /2011.

g) The Promoters have obtained right of way from Mr. Rajan N. Bandelkar & Mr. Vijay P. Mody from Survey No.66/3/1 to the said property as shown on the plan thereof hereto annexed and marked as Annexure 'C' by cross lines.

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.

14. 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 tenable 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 said Apartment in which the Said Apartment is situated or the Building 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, Parris or other structural members in the said Apartment without the prior written permission of the Promoters and/or the 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) Not to put any wire, pipe, grill, plant, outside the windows of the Apartment to inter alia dry any clothes or put any articles outside the Apartment or the window of the Apartment or any storage in any area which is visible from the external facade of the Building.

h) The Allottees shall ensure that the key common areas of the building viz. entrance lobby, passage, staircase, garden & paly areas are maintain to the highest standards with regular cleaning and maintenance.

i) 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.

j) 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.

k) 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.

l) 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.

m) The Allottee shall observe and perform all the rules and regulations which the 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 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.

n) 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 Promote shall, without prejudice to any other right or remedies available in law, have the option to terminate this Agreement.

o) Till a conveyance of the structure of the building in which said Apartment is situated is executed in favour of respective Society/Limited Society, 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.

p) Till a conveyance of the said property on which the building in which said Apartment is situated is executed jointly and proportionately in favour of all the Societies 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 project land or any part thereof to view and examine the state and condition thereof.

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 drying 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/Society and the Allottee/Society is liable to make good those losses/damages occurred to the Promoters.

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.

15. 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.

16. 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 Plot 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 Society/Limited Company or other body and until the said property is transferred jointly and proportionately in favour of all the societies formed thereupon as hereinbefore mentioned.

17. 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.

18. APPOINTMENT OF FACILITY MANAGEMENT COMPANY:

18.1 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(s), 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.

18.2 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.

18.3 The Allottees 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.

19.1 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.

19.2 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 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, 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.

20. It is clearly understood and agreed by the Parties that –

20.1 The Promoter 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/society/condominium/limited company/Apex Body.

20.2 In the interest of the Allottee/s as per statutory requirement Centralized/individual Sewage Treatment Plant (STP) shall be operated and managed by the Promoter 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/Promoter 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 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 theAllottee/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

20.3 Necessary provisions for the above shall be made in the transfer

documents to be deeds of transfer/assignment/declaration/deeds of Apartment 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

21. 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.

22. 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.

23. RIGHT TO AMEND

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

24. 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.

25. 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.

26. 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 Project/said property.

27. 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.

28. 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

29. 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.

30. 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:

Name & Address

Notified Email ID:

M/s Raunak Corporation
Plot No.1, Mohan Mill Compound, Next to Audi Thane,
Ghodbunder Road, Thane (W) 400 607,
Notified Email ID: sales@raunakgroup.com

31. 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.

32. 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.

33. The Promoters shall have the right to designate any space in the Plot / 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 Plot / said property. The Promoters shall also be entitled to designate any space in the Plot / 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 Plot/said property and the buildings constructed thereon.

34. 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 consider as properly served on all the Allottees.

35. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

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

37. 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 parties hereinabove named have set their respective hands and signed this Agreement for sale at Thane in the presence of attesting witness, signing as such on the day first abovewritten.

THE SCHEDULE ABOVE REFERRED TO :

ALL THOSE pieces or parcels of land being immovable property situate, lying and being village Wadehar Taluka Kalyan, District Thane, Registration District Thane and Sub District Kalyan and within the limits of Kalyan Dombivli Municipal Corporation & bearing following description :

Sr. No.	Survey No.	Hissa No.	Area (H-R-P)	Sq. Mtrs.
1	51	1	1-05-0	10500
2	53	4	0-23-3	2330
3	50	3/2	0-99-9	9990
4	51	7	1-57-0	15700
5	50	3/3	0-28-0	2800
6	53	1	1-37-1	13710
7	64	5	1-18-4	11840
8	65	2	0-02-0	200
9	65	Old 7 New 7/1	0-60-8	6080
10	66	Old Part New 2	0-91-0	9100
11	64	1/1	0-86-0	8600
12	64	4	0-69-8	6980
13	64	6	0-15-2	1520
14	65	1	0-01-0	100
15	65	4	0-04-0	400
16	65 (as per 7/12 extract)	9	0-53-9 0-53-6	5390 5360
17	64	Old ½ New ½/1	0-91-4	9140
18	64	7	0-12-1	1210
19	65	5	0-09-1	910
20	66	Old Part New 1	0-43-0	4300
21	51	5(Part)	0-35-0	3500
22	51	6	0-95-0	9500
23	65	3	0-03-0	300

SIGNED AND DELIVERED BY
THE WITHINNAMED
Allottee:

1.

2.

in the presence of
WITNESSES:

1.

2.

SIGNED AND DELIVERED BY
THE WITHINNAMED

Promoters:

M/S RAUANK CORPORATION

Through it's Partners

FOR RAUNAK CORPORATION

Authorised Signatory

WITNESSES:

1.

2.

SCHEDULE 'A'

ALL THAT PREMISES being Apartment bearing No. _____ having carpet area of _____ square meter equivalent to _____ sq. ft. as per RERA (in addition enclosed balcony area _____ sq. mtr equivalent to _____ sq. ft.) on floor No. _____ of Building No. **D6** _____ of " RAUNAK CITY – SECTOR IV " alongwith Stilt parking bearing No.____ being constructed upon the said property.

Housiey.com

RECEIPT

Received of and from the withinnamed Allottee, a sum of **Rs** _____/-
(Rupees _____ **only)** in by cheque being the
amount of part payment payable by the Allottee to us.

Cheque No. :

Dated :

Drawn on :
(subject to realisation of cheque).

Branch :

WE SAY RECEIVED

M/S.RAUNAK CORPORATION

PARTNER/AUTHORISED SIGNATORY

Witnesses

1.

2.