

**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. D in the project known as "RAUNAK CENTRUM" at Village Chembur, Taluka Kurla, Off. Eastern Express Highway, Chunabhatti, Mumbai, District Mumbai – 400 071.

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 JIGNA ASSOCIATES

(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**

THIS AGREEMENT FOR SALE ("this Agreement") made at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_ BETWEEN M/S. RAUNAK JIGNA ASSOCIATES, PAN AAAAR 8435K a Joint Venture of M/S. JIGNA BUILDERS and M/S. SHREE VIRAJ ENTERPRISES, (both being a registered partnership firm) having their office at: Laxmi Narayan Residency, Unnathi Garden Phase –III, Pokharan Road No.2, Thane (W), hereinafter referred to as "the PROMOTERS" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its members, successors in title and permitted assigns) of the ONE PART AND Mr./Mrs./M/s. \_\_\_\_\_, Adult/s, Indian Inhabitant/s / a partnership firm registered under Indian Partnership Act, 1932 / a private limited / public company registered under the provisions of the Companies Act, 1956 having their address at \_\_\_\_\_ hereinafter referred to as "the ALLOTTEE" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include in the case of individuals, his/her heirs, executors, administrators, in case of a firm the partners for the time being from time to time, the survivors or survivor of them and the heir, executors and administrators of the last of such survivors or survivor and in case of a Company, its successors and permitted assigns) of the OTHER PART.

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

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

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

WHEREAS:-

a) The plots of land bearing CTS Nos.126(pt), 126(2), 126/4(p), 126/6(p), 126/7(p) and 126/8(p) of village Chembur, Taluka Kurla, District Mumbai and lying, being and situate at Off Eastern Express Highway, Chunabhatti, Mumbai are contiguous larger plots of land and are owned by the State Government of Maharashtra (hereinafter collectively referred to as 'the said lands').

b) There exists a cluster of hutments on the said lands and the said lands are declared as 'Censused Slum' and are deemed to have been declared as 'slum' under

the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971.

c) Recognizing the need for redevelopment of the said structures, the occupants of the slum structures situated on plots of land bearing CTS Nos.126 (P), then admeasuring 16,616 sq. mtrs. (hereinafter referred to as 'the said Property') out of the said lands joined together and decided to form a proposed co-operative housing society named 'Rahul Nagar No.2 Co-operative Housing Society (proposed)' hereinafter referred to as 'the said Society'.

d) There are 691 members of the said Society occupying an area of about 16616.00 sq. mtrs. The land occupied by the occupants of the said Society is more particularly described in the Schedule hereunder written.

e) In pursuance of Resolution dated 21/09/2006, vide Development Agreement dated 17/11/2006, the said Society granted development rights in respect of the said property in favour of M/s. Jigna Builders (hereinafter referred to as 'the said Jigna') upon the terms and conditions therein mentioned (hereinafter referred to as 'the said First Development Agreement').

f) In pursuance of the said First Development Agreement, the said Society also executed an even dated Power of Attorney in favor of the said Jigna in order to enable them to carry out all acts, deeds, matters and things in respect of the said Property as mentioned therein (hereinafter referred to as 'the said First POA').

g) The said Jigna had always been desirous of developing the said Property in joint venture with M/s. Shree Viraj Enterprises (hereinafter referred to as 'the said Viraj') and therefore the said Jigna and the said Shree Viraj resolved to form a joint venture firm under the name and style of M/s. Raunak Jigna Associates (being the Promoters herein).

h) In furtherance of the above, the said Jigna approached the said Society and informed it about its intention to develop the said Property through the said Joint Venture Firm and also informed it that though the said Jigna is desirous of bringing into and assigning the benefit of the said First Development Agreement in favour of the said Joint Venture Firm, due to technical difficulties, the said Jigna and the said Shree Viraj were presently unable to execute the Joint Venture Agreement for formation/constitution of the said Joint Venture Firm. Therefore, under the circumstances, the said Jigna requested the said Society to execute, with the consent and confirmation of the said Jigna, agreement for grant of development rights in respect of the said Property in favour of the said Joint Venture Firm i.e. the Promoters herein. The said Society had also agreed, upon the request made by the said Jigna, to execute Deed of Rectification

cum Supplementary cum Confirmation in respect of all the documents executed by the said Society with the said Jigna as well as with the said Joint Venture Firm and also confirm and accept all the acts, deeds, matters done by the said Joint Venture Firm as well as all the permissions and sanctions that shall be obtained in respect of the development of the said lands pursuant to the said Second Development Agreement upon the execution of the said Joint Venture Agreement as well as upon the said Society being registered with the Sub-Registrar of Societies.

i) In consideration of the request made by the said Jigna, the said Society passed resolution dated 15/11/2009 and executed Development Agreement dated 04/12/2009, thereby granting development rights in respect of the said Property in favour of the Promoters herein upon the terms and conditions therein mentioned (hereinafter referred to as 'the said Second Development Agreement').

j) In pursuance of the said Second Development Agreement, the said Society also issued an even dated Power of Attorney in favor of the Promoters in order to enable them to carry out all acts, deeds, matters and things in respect of the said Property as mentioned therein (hereinafter referred to as 'the said Second POA').

k) The said Jigna and the said Viraj executed a Joint Venture Agreement dated 14/12/2009 and formed a Joint Venture Firm under the name and style of 'M/S. Raunak Jigna Associates' i.e. the Promoters herein in order to carry out the development of the said Property alongwith other property upon the terms and conditions therein mentioned.

l) However, before the execution of hereinabove recited documents and writings, in pursuance of the correspondence / application made by varied Officers, Authorities and the Secretary of the said Society, the TILR department carried out demarcation of the said property and prepared a revised plan in respect thereof. As per the said revised plan, the said Property and its adjoining property came to be renumbered and as such the said property came to be renumbered as 126(P) and 126/6(P) (which is recorded as botanical garden in the name of the Municipal Corporation of Greater Mumbai) and the area of the said Property came to be reduced to 12,107.17 sq. mtrs. Moreover, the said Society as well as the said Joint Venture Firm i.e. the Promoters herein, became aware of the fact referred to in this clause much later and therefore the said fact/the altered description of the said Property remained to be incorporated in the aforementioned agreements as well as the layout map submitted to the Corporation for approval/sanction.

m) The Slum Rehabilitation Authority (hereinafter referred to as 'the said Authority') has granted its LOI bearing No.SRA/ENG/2313/L/STGL/LOI dated 29/03/2011 r/w Revised LOI bearing No. SRA/ENG/2313/L/STGL/LOI dated 24/07/2012 in favour of the

Promoters herein for the redevelopment of the said property under the provisions of D.C. Regulation No.33(10) read with Appendix IV under Slum Rehabilitation Scheme upon the terms and conditions therein mentioned. While granting LOI in respect of the said property, the Authority considered and granted permission/approval in respect of the following reservation and area thereof :

Reservation	C.T.S. No.	Area (in sq. mtrs.)
College	126 (P)	9979.94
Express Highway	----	107.68
D.P. Road	126 (P)	1519.79
P.G.	126 (P)	160.58
Botanical Garden	126/6 (P)	339.18
	Total	12107.17

n) A major portion of the land bearing CTS No.126(P) out of the said property is reserved for College, another part is reserved for 18.30 mtrs. wide proposed D.P. Road and for Garden in accordance with the Development Plan.

o) The members of the said Society applied for and got the said Society registered under the name and style of "RAHUL NAGAR No.2 SRA CO-OPERATIVE HOUSING SOCIETY LTD." under registration No. M.U.M./S.R.A./H.S.G./(T.C.)/12042/YR. 2011 on 22/06/2011, having registered address at CTS No.126(P), 126/6 of Village Chembur, Tal. Kurla, Eastern Express Highway, Sion-Chunabhatti, Mumbai – 400 071.

p) The Promoters applied to the Authority for: a) relocation of small triangular part of the land reserved for garden from its original location to new location adjacent to a larger part of the reserved plot of garden within the said property for proper and optimum utilization of the said property for implementation of the scheme and b) consequently the aforesaid necessitated the realignment of 18.30 mtrs. D.P. Road outside the slum boundary i.e. the said property. The approval for the same has been granted by the Authority vide its order dated 20/03/2012 upon the terms and conditions therein mentioned.

q) The Executive Engineer-I, Slum Rehabilitation Authority (hereinafter referred to as 'the said Executive Engineer'), has granted its IOA bearing No.SRA/ENG/2655/L/STGL/AP dated 02/01/2012 in favour of the Promoters herein for constructing composite Building upon the said property upon the terms and conditions therein mentioned which has been subsequently revised vide LOI bearing No. SRA/ENG/2655/L/STGL/AP dated 27/07/2012 upon the terms and conditions therein mentioned.

r) The Promoters have obtained NOC from the Hon'ble Environment Department, Mantralaya Annex, Mumbai, vide its correspondence bearing No. SEAC-2014/CR-08/TC-1 dated 04/09/2014 in respect of the development of the said property upon the terms and conditions therein mentioned.

s) The said Authority has vide its V.P./permission No. SRA/ENG/2655 /L/STGL/AP dated 12/06/2015 granted Commencement Certificate in favour of the said Joint Venture Firm in respect of the development of the said property upon the terms and conditions therein mentioned.

t) As per the arrangement arrived at by and between the said Society and the Promoters as aforesaid, vide Resolution dated 13/05/2012 passed by the said Society, the members of the said society consented to and authorized its Chairman, Secretary, Treasurer and two of its members collectively to execute a Deed of Rectification cum Supplementary cum Confirmation in respect of all the documents executed by the said Society with the said Jigna as well as with the Promoters herein, to rectify the defects made in the description of the said property in the aforementioned documents and also confirm and accept all the acts, deeds, matters done by the Promoters as well as all the permissions and sanctions obtained in respect of the development of the said property pursuant to the said Second Development Agreement and also cause the said Jigna to:

- 1) confirm and consent to having brought in and assigned its development rights in favour of the Promoters and in pursuance thereof the said Jigna shall have no right, title and interest in respect of the said property or any part thereof as well as confirm and consent the said Second Development Agreement executed by the said Society in favour of the Promoters.

u) The Regional Executive Director (W.R.), Airports Authority of India has, vide correspondence bearing No. BT-1/NOC/CS/MUM/12/NOCAS/824/256-59 dated 29/04/2014, granted its NOC thereby issuing height clearance certificate/permission in respect of the development work that shall be carried out upon the said property.

v) In pursuance of the aforementioned Resolution dated 13/05/2012, the said Society, the said Jigna and the said Joint Venture Firm executed a Deed of Rectification cum Supplementary cum Confirmation dated 16/07/2015 upon the terms and conditions therein mentioned.

w) In pursuance of the said Deed of Rectification cum Supplementary cum Confirmation dated 16/07/2015, the said Society also executed Power of Attorney of even date in favour of the Promoters in order to enable them to do all acts, deeds, matter and things mentioned therein in respect of the said property.

x) Under the circumstances as recited hereinabove, the Promoters are vested inter alia with the development rights in respect of the said property in the manner stated in the said Second Development Agreement and are in possession of the said property and the Promoters are also entitled to sell the premises in the Free Sale Building/s to the extent and in the manner and on the terms and conditions as set out in the said Second Development Agreement;

y) All the requisite approvals and sanctions for the development of the said property from SRA and all other relevant statutory authorities is duly applied and/or obtained by the Promoters and may be amended from time to time, in accordance with the law and/or the planning requirements.

z) Subsequently, the Promoters have revised the plans in respect of the said property and submitted the same to the said Authority for its approval and sanction. The said Authority has, vide V.P./permission No. SRA/ENG/2655/L/STGL/AP dated 22/12/2016 sanctioned the revised plans in respect of the said property upon the terms and conditions therein mentioned.

aa) The said Authority has also, vide V.P./permission No. SRA/ENG/2655/L/STGL/AP dated 26/12/2016 granted revised Commencement Certificate in favour of the Promoters.

bb) The Promoters are developing the said property in accordance with the sanctioned plan inter-alia by constructing three rehab building viz. Building Nos. A comprising of Ground + 1st to 23rd floors, Building No. B comprising of Ground + 1st to 23rd floors, Building No. C comprising of Ground + 1<sup>st</sup> to 15<sup>th</sup>+ 16 (pt.) floors; and two sale buildings viz. Building No. D with three wings viz. wing No.1, 2 & 3, comprising of Ground + 1st to 22nd Floor (Residential) with Fitness Centers on 21<sup>st</sup> floor thereof and Building No. E (as per approved plan) with two wings i.e. one wing consisting of (College Building ) Comprising of Ground + 1st to 6th Floor & another wing consisting of Commercial Building comprising of Ground + 1st to 8th Floor + 9 (pt.) Floor on the said property in phased manner by utilization of the full potential thereof as sanctioned and/or may be sanctioned and/or to be amended from time to time by the SRA and/or the concerned authorities in accordance with the D.C. Regulations and applicable laws and such other laws, rules and regulations as may be in force at present and/or any time hereafter. However, the Promoters intend to procure additional FSI by way of TDR or FSI that may be available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or otherwise and utilize and consume the same upon the said Rehab building No. C in order to construct additional floors to the extent of 23<sup>rd</sup> or more upper floors and also upon the sale buildings viz. Building No.D with 3 wings i.e 1, 2 & 3 in order to construct the same upto 23<sup>rd</sup> upper floors and also upon another Sale Building being Building E

(as per approved plan) viz. college building & commercial building in order to construct the same upto 7 upper floors and 33 upper floors respectively in accordance with the revised sanctioned plan in respect thereof that may be sanctioned by the said Authority;

cc) The Promoters have also obtained development rights in respect of the remaining said lands viz. plots of land bearing CTS Nos.126(pt), 126(2), 126/4(p), 126/6(p), 126/7(p) and 126/8(p) of village Chembur, Taluka Kurla, District Mumbai and lying, being and situate at Off Eastern Express Highway, Chunabhatti, Mumbai, which are adjoining the said property and the hutment dwellers whereof have joined together and decided to form a proposed co-operative housing society named 'Rahul Nagar No.2 Pipelines and Mahatma Phule Co-operative Housing Society Ltd.(proposed)' hereinafter referred to as 'the said adjoining Society'.

dd) The major portion of the remaining portion of the said lands has underground water pipelines passing through it and as per the order passed by the Hon'ble High Court, all such places having or reserved for any public utility purpose are to be kept open to sky and as such construction of any sort thereon is not possible due to which rehabilitation of all the occupants of the said adjoining Society on the balance portion thereof is not feasible and hence the Promoters have decided to develop the said property only.

ee) The Promoters have availed Financial assistance by way of Rupee Term Facility aggregating to Rs.25,00,00,000/- from the ICICI HFC Ltd, ICICI Bank Towers, Bandra Kurla Complex, Mumbai, (hereinafter referred to as "the said ICICI HFC") upon the terms and conditions contained in the Sanction Letter dated 08/04/2015 of the said ICICI HFC Bank.

ff) In pursuance of the said Sanction Letter dated 08/04/2015 and as a security for the repayment of an amount of Rs.25,00,00,000/- (Rupees Twenty Five Crores only) along with interest and other monies that may become due and payable to the said ICICI HFC, the Partners of the Promoters being one of the Borrower have executed an Indenture of Mortgage dated 24/04/2015 (hereinafter referred to as 'the said First Deed of Mortgage') in favour of the said ICICI HFC and have created mortgage in respect of one of their properties more particularly described in the Second Schedule therein referred to as the mortgaged property in order to raise funds for development of the said property, upon the terms and conditions contained therein. The said First Deed of Mortgage is registered with the office of Sub Registrar of Assurances at Kalyan under Serial No.3300/2015 on 27/04/2015;

gg) the Promoters have further availed Financial assistance from the ICICI Bank Ltd, ICICI Bank Towers, Bandra Kurla Complex, Mumbai, (hereinafter referred to as "the said ICICI Bank") by way of Rupee Term Facility aggregating to 60,00,00,000/- upon the

terms and conditions contained in the Sanction Letter dated 14/06/2016 of the said ICICI Bank.

hh) In pursuance of the said Sanction Letter dated 14/06/2016 and as a security for the repayment of an amount of Rs.60,00,00,000/- (Rupees Sixty Crores only) along with interest and other monies that may become due and payable to the said ICICI Bank, the Partner of the Promoters herein being Borrower Nos. I and II therein, on behalf of Promoter, have executed an Indenture of Mortgage dated 28/06/2016 (hereinafter referred to as 'the said Second Deed of Mortgage') in favour of the said ICICI Bank and have created mortgage in respect of the said property more particularly described in the Sanctioned letter therein referred to as the mortgaged property in order to raise funds for development of the said property upon the terms and conditions contained therein. The said Second Deed of Mortgage is registered with the office of Sub Registrar of Assurances at Mumbai under Serial No.7895/2016 on 27/07/2016";

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

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

1) The Addl. Collector (Encroachment/Expulsion) and Competent Authority, Chembur, vide its order dated 13/05/2016, declared one Mrs. Sandhya Rapole (hereinafter referred to as 'the said Sandhya'), to be ineligible to the part or any portion of entitlement of the Protected Residential Premises and as such was ordered to vacate and surrender her alleged tenement over to the Promoters (hereinafter referred to as 'the said impugned first Order'). Being aggrieved by the said impugned first Order, the said Sandhya filed an appeal before the Hon'ble Dy. Collector, Chembur, and requested the Hon'ble Dy. Collector to declare her as an eligible candidate and as such entitled to the aforesaid Protected Residential Premises and for cancellation of the said impugned first order. However, the said appeal was dismissed by the Hon'ble Dy. Collector vide its order dated 29/06/2016 (hereinafter referred to as 'the said impugned

Second Order'). Being aggrieved by the said impugned Second Order, the said Sandhya filed a Petition being Writ Petition No.1856/2016 before the Hon'ble High Court of Judicature at Bombay, Ordinary Original Civil Jurisdiction against the said impugned Second Order. The Hon'ble High Court, vide its order dated 12/07/2016, was pleased to set aside the said impugned Second Order and further directed the Respondents No.2 & 4 to make out panchanama and survey report and initiate further requisite proceedings in respect of the said tenement (hereinafter referred to as 'the said impugned Third Order'). In pursuance of the directions of the Hon'ble High Court, survey was carried out and upon perusal of the Panchanama, survey report as well as investigation made, the Hon'ble Dy. Collector, has vide its order dated 07/11/2016, rejected the request made by the said Sandhya to incorporate her as the tenant in respect of the said property (hereinafter referred to as 'the said impugned Fourth order'). Being aggrieved by the said impugned Fourth Order, the said Sandhya filed an appeal bearing No.58/2017 before the Hon'ble Addl. Collector (ENC/REN) Eastern Suburbs, Churchgate and the same is pending.

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

3) The Promoters have filed a Notice of Motion No.500/2015 in Writ Petition No.1152/2002 filed by City Space & others against the State of Maharashtra for modifying the Interim Orders dated 03/07/2002 and 08/01/2003 passed by the Hon'ble Court be modified in respect of Development Plan Reservations of Play Ground on the said property as well as other adjoining property as well as for grant of permission for implementation of Slum Rehabilitation Scheme in favour of the Promoters. However, the said Motion is pending for decision.

AND WHEREAS the subject matter of this Agreement is wing \_\_\_\_\_ in Building No.D (hereinafter referred to as "the said Building") being constructed on the Plot out of the said property. (hereinafter referred to as "RAUNAK CENTRUM")

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

AND WHEREAS the Allottee is offered an Apartment bearing number \_\_\_\_\_ on the \_\_\_\_\_ floor, in Wing \_\_\_\_\_ (herein after referred to as the said "Apartment") in the Building No.D (herein after referred to as the said "Building") being constructed in "RAUNAK CENTRUM", by the Promoters.

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 Apartment to the Allottee herein. The Promoters hereby agree to furnish the copy thereof to the Allottee on or before execution hereof.

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

AND WHEREAS the Promoters have registered the Project namely "Raunak Centrum " under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as " the said Act/RERA ") with Real Estate Regulatory Authority at Mumbai under Registration No.\_\_\_\_\_, an authenticated copy whereof is annexed hereto and marked as Annexure "G".

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 said buildings and 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 &, the Promoters have sole and exclusive right to sell the Apartments in the said buildings to be/being constructed by the Promoters on the said property and to enter into Agreement/s with the allottee/s of the Apartments, to receive the sale consideration in respect thereof.

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 Promoters' Architects, M/s.

Catapult Realty Consultants, and of such other documents as are specified under the said Act and the Rules & regulations 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-2',

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 an Apartment bearing No. \_\_\_\_\_ on \_\_\_\_\_ floor in Wing \_\_\_\_\_ situated in Building No. D being constructed in "RAUNAK CENTRUM".

AND WHEREAS the carpet area of the said Apartment is \_\_\_\_\_ square meter equivalent to \_\_\_\_\_ sq. ft. as per RERA (in addition enclosed balcony area of \_\_\_\_\_ sq. mtr equivalent to \_\_\_\_\_ sq. ft." (i) "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment and (ii) "Exclusive Areas" means exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, (iii) All walls which are constructed or provided on an external face of an apartment shall be regarded as "external wall" and (iv) All walls or independent columns constructed or provided within an apartment shall be regarded as "internal partition wall".

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. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ Only)**, being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters do and each of them doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

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 as well as relying upon the said application made by the Allottee, the Promoters hereby agree to sell and the Allottee hereby agrees to purchase the said Apartment and/or the garage/covered parking (if applicable) at or for the consideration and on ownership basis in the manner appearing hereinafter.

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

1. As per Amended sanctioned plans, the Promoters are eligible to construct three rehab building viz. Building Nos. A comprising of Ground + 1st to 23rd floors, Building No.B comprising of Ground + 1st to 23rd floors, Building No.C comprising of Ground + 1<sup>st</sup> to 15<sup>th</sup>+ 16 (pt.) floors; and two sale buildings viz. Building No. D with three wings viz. wing No.1, 2 & 3, comprising of Ground + 1st to 22nd Floor (Residential) with Fitness Centres on 21<sup>st</sup> floor thereof and Building No. E (as per municipal sanctioned) with two wings i.e. one wing consisting of (College Building ) Comprising of Ground + 1st to 6th Floor & another wing consisting of Commercial Building comprising of Ground + 1st to 8th Floor + 9 (pt.) Floor on the said property in phased manner by utilization of the full potential thereof as sanctioned and/or may be sanctioned and/or to be amended from time to time by the SRA and/or the concerned authorities in accordance with the D.C. Regulations and applicable laws and such other laws, rules and regulations as may be in force at present and/or any time hereafter. However, the Promoters intend to procure additional FSI by way of TDR or FSI that may be available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or otherwise and utilize and consume the same upon the said Rehab building No. C in order to construct additional floors to the extent of 23<sup>rd</sup> or more upper floors and also upon the sale buildings viz. Building No.D with 3 wings i.e. 1, 2 & 3 in order to construct the same upto 23<sup>rd</sup> upper floors and also upon another Sale Building being Building E i.e. College Building and Commercial Building) in order to construct the same upto 7 and 33 upper floors respectively in accordance with the revised sanctioned plan in respect thereof that may be sanctioned by the said Authority. 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 an Apartment bearing No. \_\_\_\_\_ on \_\_\_\_\_ floor in the wing \_\_\_\_\_ of Building No. D (hereinafter referred to as `the said Building`) of "RAUNAK CENTRUM" 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 thereof hereto annexed and marked as Annexure 'D' and more particularly described in Schedule 'A' hereunder written for the consideration of **Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ Only)** including Rs. .... (Rupees \_\_\_\_\_ only) 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 hereto and marked as Annexure E. The Carpet Area & Exclusive Areas shall have the meaning ascribed to it in Recital mentioned hereinabove.

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. \_\_\_\_\_ situated at \_\_\_\_\_ stilt and /or \_\_\_\_\_podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-

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

1(d) The Allottee has paid on or before execution of this agreement a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** 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)	20.00 %	On completion of Plinth
iv)	2.00 %	On completion of Slab 1
v)	2.00 %	On completion of Slab 3
vi)	2.00 %	On completion of Slab 5
vii)	3.00 %	On completion of Slab 7
viii)	3.00 %	On completion of Slab 9
ix)	3.00 %	On completion of Slab 11
x)	3.00 %	On completion of Slab 13

xi)	3.00 %	On completion of Slab 15
xii)	3.00 %	On completion of Slab 17
xiii)	3.00 %	On completion of Slab 19
xiv)	3.00 %	On completion of Slab 21
xv)	5.00 %	On completion of Brick Work / Plaster
xvi)	5.00 %	On completion of External Plumbing
xvii)	5.00 %	On completion of Environmental requirements
xviii)	5.00 %	On completion of Electrical fittings
xix)	5.00 %	On completion of Entrance lobby
xx)	5.00 %	On Possession

1(e) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of 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 Allottee fails and/or neglects to deduct the tax at source or fails to pay the same after deduction, the Allottee alone shall be deemed to be an assessee in default in respect of such tax and the Promoters shall not be liable for any statutory obligations / liability for non-payment of such TDS.

c) It is further agreed by the Allottee that at the time of Possession of the Apartment, if any discrepancy is found in actual form 16B & 26AS, the Allottee has to pay equivalent amount as interest free security deposit and resolve the same within 4 (four) months from the date of possession. This deposit will be refunded to Allottee once the discrepancy is rectified within aforesaid time. Provided further that in case the Allottee fails to resolve the discrepancy within the stipulated period of 4 (four) months from such Possession Date then the Promoters shall be entitled to forfeit the said

deposit against the amount receivable from the Allottee, which amount was deducted by the Allottee from the payments to the Promoters on account of TDS but not paid to the credit of the Central Government. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoters.

d) The consideration mentioned in clause No.1(a) hereinabove is net consideration and Allottee shall be liable to pay all the taxes payable thereupon including but not limited to GST, cess etc. The said taxes shall be paid by the Allottee immediately on demand.

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 occupation 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 \_\_\_\_\_ square meters only and the Promoters have planned to utilize Floor Space Index of \_\_\_\_\_ 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 \_\_\_\_\_ square meters as proposed to be utilized by him on the said property in the said Project. And the 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.

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

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

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 31<sup>st</sup> 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 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 Municipal Corporation Greater Mumbai 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 Allottee hereby agrees 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 Promoters in the letter for Intimation of Possession, and/or cancel / terminate the Agreement for Sale, then the Promoters shall be entitled and hereby reserves its right to forfeit the entire amount received by the Promoters towards the Apartment along with interest on default in payment of installments (if any), applicable taxes and any other charges/amounts. The Allottee further agrees and acknowledges that the Promoters' 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 Promoters 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. Provided such defects or damages are not caused due to the act or omission or commission of deeds of the Allottee or other Allottees of the said building in which the said Apartment is situated due to the instructions or suggestions given by/to the Allottee or other Allottees by/to any workmen, labour, craftsman, professionals viz. Architects, Interior Designers, Vastu Advisor/counselors or any other Counsellors of any field, etc.

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. Upon formation of the Society by the Promoter, as stated hereinabove, such Society shall become member of the Apex Body mentioned hereinafter.

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 that shall be formed of all the Societies of the said property, all the right, title and the interest of the Promoters in the said property on which the building with multiple wings or buildings are constructed alongwith common amenities and facilities provided thereupon.

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 \_\_\_\_\_ /-for formation and registration of the Society or Limited Company.

(iii) Rs. \_\_\_\_\_ / for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company.

(iv) Rs. \_\_\_\_\_ / for deposit towards provisional monthly contribution towards outgoings of fitness center.

(v) Rs. \_\_\_\_\_ /- 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 Allottees.

11. The Allottee shall pay to the Promoters a sum of Rs. \_\_\_\_\_/- 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 including the open and covered parking areas under all the buildings standing upon the said property to be executed in favour of Apex body formed of all the Societies to be constructed 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 (a.3) to (a.5) hereinbelow;

iv. There are no litigations pending before any Court of law with respect to the said property or Project except those disclosed in clause No.b (a.6) to (a.8) hereinbelow;

- 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.
- xii. At the time of execution of the conveyance deed of the structure to the association of Allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the allottees.

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

a) They intend to develop the said property excluding Building No. E to be known as "RAUNAK CENTRUM";

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.

a.2) As per the sanctioned plan, the Promoters are entitled to construct three rehab building viz. Building Nos. A comprising of Ground + 1st to 23rd floors, Building No.B comprising of Ground + 1st to 23rd floors, Building No.C comprising of Ground + 1<sup>st</sup> to 15<sup>th</sup>+ 16 (pt.) floors; and two sale buildings viz. Building No.D with three wings viz. wing No.1, 2 & 3, comprising of Ground + 1st to 22nd Floor (Residential) with Fitness Centres on 21<sup>st</sup> floor thereof and Building No. E(as per municipal sanction) with two wings i.e. one wing consisting of (College Building ) Comprising of Ground + 1st to 6th Floor & another wing consisting of Commercial Building comprising of Ground + 1st to 8th Floor + 9 (pt.) Floor on the said property in phased manner by utilization of the full potential thereof as sanctioned and/or may be sanctioned and/or to be amended from time to time by the SRA and/or the concerned authorities in accordance with the D.C. Regulations and applicable laws and such other laws, rules and regulations as may be in force at present and/or any time hereafter. However, the Promoters intend to procure additional FSI by way of TDR or FSI that may be available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or otherwise and utilize and consume the same upon the said Rehab building No. C in order to construct additional floors to the extent of 23<sup>rd</sup> or more upper floors and also upon the sale buildings viz. Building No. D with 3 wings i.e 1, 2 & 3 in order to construct the same upto 23<sup>rd</sup> upper floors and also upon another Sale Building being Building E (as per municipal sanction) i.e. College Building & Commercial Building in order to construct the same upto 7 & 33 upper floors respectively in accordance with the revised sanctioned plan in respect thereof that may be sanctioned by the said Authority.

a.3) 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 Partners of the Promoters being one of the Borrower have executed an Indenture of Mortgage dated 24/04/2015 (hereinafter referred to as 'the said First Deed of Mortgage') in favour of the said ICICI Bank and have created mortgage in respect of one of their properties more particularly described in the Second Schedule therein referred to as the mortgaged property in order to raise funds for development of the said property, upon the terms

and conditions contained therein. The said First Deed of Mortgage is registered with the office of Sub Registrar of Assurances at Kalyan under Serial No.3300/2015 on 27/04/2015;

a.4) 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, the Partner of the Promoters herein being Borrower Nos. I and II therein, on behalf of Promoter, have executed an Indenture of Mortgage dated 28/06/2016 (hereinafter referred to as 'the said Second Deed of Mortgage') in favour of the said ICICI Bank and have created mortgage in respect of the said property more particularly described in the Sanctioned letter therein referred to as the mortgaged property in order to raise funds for development of the said property upon the terms and conditions contained therein. The said Second Deed of Mortgage is registered with the office of Sub Registrar of Assurances at Mumbai under Serial No.7895/2016 on 27/07/2016";

a.5) In pursuance of the said Sanction Letter dated 14/06/2016 and as an additional security for the repayment of the loan availed under the said Second Mortgage along with interest and other monies that may become due and payable to the said ICICI Bank, M/s. Raunak Corporation, being one of the sister concern of the Promoters, have executed a Supplemental Indenture of Mortgage for Additional Security dated 28/06/2016 (hereinafter referred to as 'the said Supplemental Deed') in favour of the said ICICI Bank and have created mortgage in respect of their property situated at Kalyan, District Thane more particularly described in the Schedule therein referred to as the mortgaged property in order to raise funds for development of the said property upon the terms and conditions contained therein. The said Supplemental Deed is registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No.6421/2016 on 03/08/2016;

a.6) The Addl. Collector (Encroachment/Expulsion) and Competent Authority, Chembur, vide its order dated 13/05/2016, declared one Mrs. Sandhya Rapole (hereinafter referred to as 'the said Sandhya'), to be ineligible to the part or any portion of entitlement of the Protected Residential Premises and as such was ordered to vacate and surrender her alleged tenement over to the Promoters (hereinafter referred to as 'the said impugned first Order'). Being aggrieved by the said impugned first Order, the said Sandhya filed an appeal before the Hon'ble Dy. Collector, Chembur, and requested the Hon'ble Dy. Collector to declare her as an eligible candidate and as such entitled to the aforesaid Protected Residential Premises and for cancellation of the said impugned first order. However, the said appeal was dismissed by the Hon'ble Dy. Collector vide its order dated 29/06/2016 (hereinafter referred to as 'the said impugned Second Order'). Being aggrieved by the said impugned Second Order, the said Sandhya filed a Petition being Writ Petition No.1856/2016 before the Hon'ble High Court

of Judicature at Bombay, Ordinary Original Civil Jurisdiction against the said impugned Second Order. The Hon'ble High Court, vide its order dated 12/07/2016, was pleased to set aside the said impugned Second Order and further directed the Respondents No.2 & 4 to make out panchanama and survey report and initiate further requisite proceedings in respect of the said tenement (hereinafter referred to as 'the said impugned Third Order'). In pursuance of the directions of the Hon'ble High Court, survey was carried out and upon perusal of the Panchanama, survey report as well as investigation made, the Hon'ble Dy. Collector, has vide its order dated 07/11/2016, rejected the request made by the said Sandhya to incorporate her as the tenant in respect of the said property (hereinafter referred to as 'the said impugned Fourth order'). Being aggrieved by the said impugned Fourth Order, the said Sandhya filed an appeal bearing No.58/2017 before the Hon'ble Addl. Collector (ENC/REN) Eastern Suburbs, Churchgate and the same is pending.

a.7) one Mrs. Leelavati Shilimkar (hereinafter referred to as 'the said Leelavati') made an application dated 31/12/2015 to the office of The Addl. Collector (Encroachment/Expulsion) and Competent Authority, Chembur, for considering her to be the tenant of the said property with respect to tenement No.486 which she allegedly had duly purchased from one of the eligible tenant, Smt. Vaishali Rajendra Sawant and as such requested to incorporate her name in lieu of the said Smt. Vaishali Rajendra Sawant in index II maintained by the said Addl. Collector in respect of the tenants of the said property. However, the said Addl. Collector, Chembur vide its said order dated 08/07/2016, dismissed her application for lack of jurisdiction to carry out the request made in the aforesaid application (hereinafter referred to as 'the said impugned Fifth Order'). Being aggrieved by the said Fifth Order, the said Leelavati, filed an appeal before Addl. Collector (Encroachment/Expulsion) Eastern Suburbs, Churchgate, Slum Appeal No.217/2016 against the said impugned Third Order with the prayer to incorporate her name as the eligible Tenant/as the Tenant eligible to the Protected Residential Premises in respect of her alleged tenement No.486 and the said appeal is pending.

a.8) The Promoters have filed a Notice of Motion No.500/2015 in Writ Petition No.1152/2002 filed by City Space & others against the State of Maharashtra for modifying the Interim Orders dated 03/07/2002 and 08/01/2003 passed by the Hon'ble Court be modified in respect of Development Plan Reservations of Play Ground on the said property as well as other adjoining property as well as for grant of permission for implementation of Slum Rehabilitation Scheme in favour of the Promoters. However, the said Motion is pending for decision.

b) 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.

c) The Promoters are negotiating to purchase and/or acquire development rights in respect of the adjoining properties. The Promoters shall at their option be entitled to amalgamate the said adjoining properties and/or grant the right of way to such adjoining land owners or their assignees;

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

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) The Promoter has informed the Allottee and the Allottee hereby confirms and acknowledges that the Project Property is being developed by the Promoter in a segment-wise / phase-wise manner to be determined by the Promoters in its absolute discretion from time to time. The Allottee further acknowledge/s and confirms that the Promoter may, at any time, vary/modify the Layout plan except for the current Phase in

such manner as the Promoter may deem fit, in its sole discretion. Subject however to the sanction of the concerned authorities, or may undertake any of the aforesaid phase if required by the concerned authorities.

g) Further, the Allottee has been informed and acknowledge(s) that the FSI proposed to be consumed in the Phase may not be proportionate to the area of the Project Property on which it is being constructed in proportion to the total area of the said Property taking into account the FSI to be utilized for all buildings to be constructed thereon. The Promoter in its sole discretion, may allocate such buildable FSI for each of the Building(s) being constructed on the Project Property as it thinks fit and the allottees of the apartment(s)/ flat(s)/ premises/ units in such Building(s) (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(s) or the Project

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 tenantable repairs and condition from the date the possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the Building in which the said Apartment is situated which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Building in which the said Apartment is situated or the said Apartment itself or any part thereof without the consent of the local authorities, if required.

b) not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the Building in which the said Apartment is situated including the entrance thereof 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, Pardis 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 in favour of the Apex Body, 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.

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 PROMOTERS SHALL NOT MORTGAGE OR CREATE ACHARGE

19.1 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

the Allottee/s and/or the Society / Organisation of the Allottee/s shall abide by the same and pay the said charges as and when demanded by the Promoter / Agency

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

#### 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 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Notified Email ID:***

M/s. RAUNAK JIGNA ASSOCIATES  
Laxmi Narayan Residency, UnnathiGardens III,  
Opp. Ma Niketan, Pokharan Road No.2,  
Thane (W), 400 610  
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 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 the parties hereto have hereunto set and subscribed their respective hands and seal on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces or parcels of land bearing CTS Nos.126(pt), 126/4(p), 126/6(p), 126/7(p) and 126/8(p) totally admeasuring 166616.00 sq. mtrs. lying, being and situate at village Chembur, Off Eastern Express Highway, Chunabhatti, TalukaKurla, District Mumbai and within the local limits of Brihan Mumbai Municipal Corporation.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces or parcels of land bearing CTS Nos.126(pt), 126/6(p), totally admeasuring 12107.17 sq. mtrs. out of the said lands more particularly described in the First Schedule hereinabove written.

SIGNED AND DELIVERED BY  
THE WITHINNAMED

**Allottee:**

- 1..
- 2.

in the presence of .....

- 1.
- 2.

SIGNED AND DELIVERED BY  
THE WITHINNAMED

Promoters:

M/S RAUNAK JIGNA ASSOCIATES

Through it's Partners

FOR RAUNAK JIGNA ASSOCIATES

---

in the presence of

- 1.
- 2.

Authorised Signatory

( Note : If any terms mentioned herein is not in compliance of any provision of the Act or Rules made there under, the Promoters shall be entitled to modify such terms to comply with the same.)

#### SCHEDULE ABOVE REFERRED TO

ALL THAT PREMISES being flat bearing No. \_\_\_\_\_ admeasuring Apartment is \_\_\_\_\_ square meter equivalent to \_\_\_\_\_ sq. ft. as per RERA (in addition enclosed balcony area of \_\_\_\_\_ sq. mtr equivalent to \_\_\_\_\_ sq. ft.." on the \_\_\_\_\_ floor of the wing \_\_\_\_\_ building No. "D" of RAUNAK CENTRUM complex that shall be constructed upon the said property more particularly described in the second Schedule hereinabove written.

#### **ANNEXURE –A**

Title of the property

#### **ANNEXURE –B**

(Authenticated copies of property Card or extract of VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

#### **ANNEXURE –C-1**

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

#### **ANNEXURE –C-2**

(Authenticated copies of the proposed plan)

#### **Annexure -D**

(Authenticated copies of the plans and specifications of the said Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

#### **ANNEXURE –E**

(Specification of common amenities)

#### **ANNEXURE –F**

(Specification and amenities for the said Apartment),

#### **ANNEXURE –G**

(Authenticated copy of Certificate issued by RERA Authority )

RECEIPT

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

Cheque No. \_\_\_\_\_

Dated \_\_\_\_\_

Drawn on \_\_\_\_\_

Branch \_\_\_\_\_

(subject to realisation of cheque).

Rs.\_\_\_\_\_/-

WE SAY RECEIVED

WITNESS:

For M/S. RAUNAK JIGNA ASSOCIATES

1.

2.

AUTHORISED SIGNATORY

DRURY.com