

## DRAFT WITHOUT PREJUDICE

### AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Thane this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ BETWEEN **RDP REALTORES PVT.LTD.**, a Company incorporated under the provisions of the Companies Act, having its registered office at 105, V.T.M. Bldg No. 2, Mehra Industrial Estate, Kurla Andheri Rd, Sakinaka Mumbai – 400072 and administrative office at Mohan Mill Compound, Plot No.1, G. B. Road, Thane, hereinafter referred to as "**the PROMOTERS**" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors, administrators and assigns) of the One Part AND

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

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

- i. The singular 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:

- I) a) Gana Narayan Mhatre, b) Shankar Narayan Mhatre and c) Ganpat Narayan Mhatre were the absolute owner and well and sufficiently entitled to all that piece and parcel of land bearing Survey No. 58 Hissa No. 2 admeasuring total area 7900 sq. mtrs. situate, lying and being at village Padle Taluka and District Thane, lying under registration district and sub district Thane (hereinafter referred to as

**"Land Parcel1")** as recorded in revenue record vide mutation entry no. 279 dated 03/04/1960 and certified on 29/04/1960. A portion admeasuring 295 sq. mtrs. out of the Land Parcel 1 falls under DP road reservation as per the Development Control Rules in force for the Thane Municipal Corporation (TMC).

- II) By partition, Gana Narayan Mhatre became the absolute owner of land bearing Survey No. 58 HissaNo.1B admeasuring total area 6500 sq.mt. situate, lying and being at village Padle Taluka and District Thane lying under registration district and Sub District Thane which is hereinafter referred to as "**Entire Land Parcel 2**" as recorded in revenue record vide mutation entry no.472 dated 20/08/1989 and certified on 05/09/1989. A portion admeasuring 5500 sq. mtrs. out of the Entire Land Parcel 2 falls under DP road reservation and under green zone as per the Development Control Rules in force for the Thane Municipal Corporation.
- III) Gana Narayan Mhatre died intestate on dated 04/04/2005 leaving behind him his wife i) Bayabai Gana Mhatre ,(hereinafter referred to as "the said Bayabai" ) one son ii) Ramdas Gana Mhatre (hereinafter referred to as "the said Ramdas" ), and three daughters iii) Jijabai Baburao Mhatre, (hereinafter referred to as "the said Jijabai" iv) Parvatibai Shantaram Bhoir, (hereinafter referred to as "the said Parvatibai" v) Sampatibai Balaram Mahtre, (hereinafter referred to as "the said Sampatibai ") as his only legal heirs and representative as per Hindu Succession Act, 1956 by which he was governed at the time of his death. Vide Mutation entry No.581 certified on 21/12/2005, the names of the said Bayabai, said Ramdas, said Jijabai, Parvatibai and the said Sampatibai came to be mutated in revenue records on the said Land Parcel 1 and Entire Land Parcel 2.
- IV) By Release Deed dated 04/05/2010 (the "Release Deed 1"), duly stamped and registered with the office of Sub-Registrar of Assurances at Thane, bearing registration No.TNN1/3854/2010, between, the said i) Jijabai, ii) Parvatibai, iii) Sampatibai iv) Bayabai being the Releasors therein, and the said Ramdas being the Releasee therein, the Releasors therein released their undivided share in the said Land parcel 1 and entire Land parcel 2 forever in favour of the said Ramdas without consideration for love and affection thereby making Ramdas the sole owner and seized and possessed for the undivided share of Gana Narayan Mhatre of the Land Parcel 1& entire Land parcel 2. It is also recorded in revenue record vide mutation entry No. 640 dated 05/05/2010 and certified on 21/05/2010.
- V) By Release Deed (the "Release Deed 2"), duly stamped and registered with the office of Sub-Registrar of Assurances at Thane on dated 03/03/2011, bearing registration no.TNN5/02038/2011, between (1) Shankar Narayan Mhatre and (2)

Ganpat Narayan Mhatre, being the Releasors therein, and the said Ramdas being the Releasee therein and Chandrabai Mhatre therein referred to as confirming party, Shankar Narayan Mhatre and Ganpat Narayan Mhatre with the knowledge and consent of the Confirming Party therein, released their undivided share in the said Land parcel 1 forever in favour of the said Ramdas without consideration for love and affection thereby making the said Ramdas the sole owner and seized and possessed of the Land Parcel 1. It is also recorded in revenue record vide mutation entry No. 683 dated 04/03/2011 and certified on 29/03/2011.

- VI) By virtue of the said Release Deed 1 & 2, the said Ramdas became absolute owner of and entitled to deal with the said Land Parcel 1 & Entire Land Parcel 2 and/or assign his rights, title and interest to the prospective Developers and upon the terms and conditions as he deem, fit and proper.
- VII) Shankar Narayan Mhatre was the absolute owner and well and sufficiently entitled to all that piece and parcel of larger land bearing Survey No. 58/3 admeasuring 3350 sq. mtrs. situate lying and being at Village Padle, Taluka Thane, District Thane which is referred to as "**Land Parcel 3**".
- VIII) Ganpat Narayan Mhatre was the absolute owner and well and sufficiently entitled to all that piece and parcel of land bearing Survey No.59/2 admeasuring 3800 sq. mtrs. , situate lying and being at Village Padle, Taluka Thane, District Thane which is referred to as "**Land Parcel 4**".
- IX) By and under a Joint Venture Development Agreement dated December 31, 2010 and registered with the office of Sub-Registrar of Assurances under Serial No. TNN5/2036/2011 (hereinafter referred to as "Principal Development Agreement") , (i) Ganpat Narayan Mhatre, (ii) Shankar Narayan Mhatre and (iii) Ramdas Gana Mhatreherein granted exclusive development rights to the RDP Realtors, a partnership firm duly registered under the provisions of Indian Partnership Act, 1932 (hereinafter referred to as the said Original Developers) in respect of the property being all those pieces or parcels of land bearing Survey Nos. 58/1B, 58/2, 58/3 and 59/2 admeasuring about 140 Gunthas (hereinafter collectively referred as "the said Larger land") out of total 215 Gunthas lying, being and situate at Village Padle, Taluka Thane, District Thane and on the terms and conditions mentioned therein; and in lieu thereof the Original Developers have agreed to allot at free of cost and on ownership basis, the constructed area as mentioned in the said Principal Development Agreement (residential + Commercial) in the proposed building/s to be constructed on the said Larger

Land and also agreed to pay Rs. 15,00,000/- (Rupees Fifteen Lac only) as the monetary consideration to the parties therein. The Original Developers have already paid such amount of Rs.15,00,000/- (Rupees Fifteen lakh only).

- X) Pursuant to the said Principal Development Agreement, (i) Ganpat Narayan Mhatre, (ii) Shankar Narayan Mhatre and (iii) Ramdas Gana Mhatre herein executed a Power of Attorney (hereinafter referred as 'the said First POA') in favour of the persons nominated by the Original Developers herein to do all deeds, matter and things in respect of the said Larger land. The said First POA is registered with the office of Sub- Registrar of Assurances at Thane under Auth No.197/2011 dated 03/03/2011.
- XI) Upon execution of the said Principal Development Agreement it was realized that the grant of development rights of the said Land Parcel 4 i.e. Survey No.59/2 has been erroneously recorded in the Principal Development Agreement and by and under Deed of Rectification dated August 28, 2012 (hereinafter referred to as 'the said Rectification Deed dated August 28, 2012') and registered with the office of Sub-Registrar of Assurances at Thane bearing Serial No.TNN-5/7475/2012, recorded the deletion of the grant of development rights of said Land Parcel 4.
- XII) By virtue of the aforementioned Rectification Deed dated August 28, 2012, the Original Developers became entitled to exclusive development rights of an area admeasuring, in aggregate, 102 gunthas out of the total area admeasuring 117.50 gunthas of Land Parcel 1, Entire Land Parcel 2 and the Land Parcel 3 i.e. Survey Nos. 58/1B, 58/2 and 58/3 lying, being and situate at Village Padle, Taluka Thane, District Thane (hereinafter referred to as the "said Land").
- XIII) By virtue of Deed of Retirement and Declaration dated 08/11/2013 one of the partners of the said Original Developers i.e. RDP Realtors, Mr. Radheshyam Awadhraj Yadav retired from the said partnership firm. The Deed of Retirement and Declaration dated 08/11/2013 is duly notarized.
- XIV) Through a Deed of Release dated November 8, 2013, duly stamped and registered with the office of Sub-Registrar of Assurances at Thane bearing registration No. TNN9/7790/2013, Radheshyam Awadhraj Yadav released his share in the Partnership and the Land herein forever in favour of (1) Premkumar Gangwani and (2) Dilip Yadav (the "Continuing Partners,") against receipt of Rs.15,00,000 and 5,000 sq. ft. of residential constructed portion in the proposed building to be constructed on the said Land. The original Developer allotted the

said area. However, subsequently vide agreement dated 16.07.2016 the said allotment was cancelled in lieu of monetary consideration as mentioned therein and now the said Mr. Radheshyam Yadav has no right and claim on the said area.

XV) On or about December 21, 2013, by way of a Deed of Reconstitution of Partnership, the Continuing Partners reconstituted the Partnership, admitting (1) Jitesh Narshi Mange, and (2) Suresh Hariram Bhanushali (the "Incoming Partners.") as the new partners.

XVI) By a Deed of Right of Way dated 27/08/2015 (the Right of Way) executed between the Original Developer therein referred to as the Grantee of the one part and Shri Dinesh Shankarlal Bhanushali and others therein referred to as the Grantor of the other part, the Grantor therein granted right of way from their property being survey No.57 Hisa No.3 to the said land parcel 1 as shown on the Plan annexed thereof to pass and repass through their property for the purpose of going to and fro the nearest public road from their property at or for the consideration and upon the terms and conditions therein mentioned till the proposed DP road to be existed . The said Deed of Right of Way is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.8978/2015 on 27/08/2015;

XVII) By and under the Supplemental Development Agreement dated 29/03/2016 (hereinafter referred to as 'the said Supplemental Agreement No.1 dated 29/03/2016') and registered with the office of Sub-Registrar of Assurances at Thane bearing serial No. TNN-9/3640/2016 the Original Developers have allotted certain area as a part consideration of residential Flats and shops to the Owners herein on the Phase I of project to be constructed on the Land parcel 1 in the manner set out therein. The details of such allotment is annexed herein and marked "**Annexure A**"

XVIII) By and under the Supplemental Development Agreement dated 11/10/2017 (hereinafter referred to as 'the said Supplemental Agreement No.2 dated 11/10/2017') and registered with the office of Sub-Registrar of Assurances bearing serial No. TNN-5/11903/2017, the Original Developers have further allotted certain area as a part consideration of residential Flats to the Owner No.1 on the Phase I of project to be constructed on the Land parcel 1 in the manner set out therein. The details of such allotment is annexed herein and marked "**Annexure B**"

XIX) By and under Mortgage Deed dated 30/03/2016 and registered with the office of Sub-Registrar of Assurances bearing serial No. TNN-5-4165/2016, the Original Developer Mortgaged their share of constructed area to Tata Capital Housing Finance Limited; Moreover, the same have been repaid in full and in pursuance thereof Tata Capital Housing Finance Limited have executed Deed of Release / Reconveyance dated 26/02/2018 bearing serial No. TNN-5/2570/2018 in respect thereof.

XX) By and under Deed of Reconstitution of Partnership dated 21/09/2017 Mr. Mitesh Vedprakash Sugla added as partner of RDP Realtors i.e. the Original Developer.

XXI) By and under Deed of Retirement dated 30/09/2017 one of the partner of RDP Realtors Mr. Suresh Haribhai Bhanushali retired from the said partnership firm.

XXII) Subsequently, the said original developer , upon loading and utilizing the permissible and beneficial FSI including the premium beneficial FSI under the present DCR prepared and submitted plans in respect of the said land parcel 1 to the Thane Municipal Corporation (hereinafter referred to as 'the Corporation') for its approval and sanction. The Corporation has sanctioned the same vide V.P. No.S11/0098/14/ TMC/TDD/2287/17 dated August 16, 2017 (hereinafter referred to as 'the said Sanctioned Plan/C.C.).

XXIII) By and under Deed of Reconstitution of Partnership dated 23/02/2018 M/s RDP MERA GHAR LUXURIA PRIVATE LIMITED (herein after referred as "The Said Company") came to be added as partner of RDP Realtors for 99% shareholding.

XXIV) By and under Release Deed dated 26/02/2018 and registered with the office of Sub-Registrar of Assurances at Thane bearing serial No. TNN-5-2570/2018, Original Developers got the mortgage of their share of constructed area released from Tata Capital Housing Finance Limited.

XXV) By and under Debenture Trust Deed dated February 27, 2018 and registered with the office of Sub-Registrar of Assurances at Thane under Serial No. TNN-5/2686/2018 executed inter-alia between the said Company (therein referred to as Company/Issuer), Beacon Trusteeship Limited (therein referred to as Debenture Trustee), Nisus Finance and Investment Managers LLP (therein referred to as Facility Agent) and the Original Developer (therein referred to as Security Provider), wherein the Land Parcel 1 along with the constructed area of the Original Developers was mortgaged in favour of Beacon Trusteeship Limited and Nisus Finance & Investment Managers LLP for an amount of

Rs.15,00,00,000/- (Rupees Fifteen Crores only) and on the terms and conditions contained therein. (hereinafter referred to as the said Mortgage Deed No.1)

XXVI) Subsequent to the execution of the said Supplemental Agreement dated 11/10/2017, it was acknowledged that out of the said entire land parcel 2 i.e. admeasuring 6500 sq. mtrs., an area admeasuring 5500 sq. mtrs. comes under green zone and road belt and remaining area admeasuring 1000 sq. mtrs. comes under residential zone belt.

XXVII) Pursuant to the aforementioned, the Original Developers were entitled to exclusive development rights of the said Land parcel 1 and area admeasuring 1000 sqmtrs. (hereinafter referred to as the " said Land parcel 2 ") out of the said entire Land parcel 2 comes under residential zone.

XXVIII) Shri Sandeep Maruti Madhavi was the absolute owner and well and sufficiently entitled to all that piece and parcel of land bearing Survey No. 58 Hissa No. 1A admeasuring total area 2000 sq. mtrs. situate, lying and being at village Padle Taluka and District Thane lying under registration district and sub district Thane (hereinafter referred to as "Land Parcel 5") as recorded in revenue record vide mutation entry No. 883 dated 13/12/2018 and certified on 02/01/2019.

XXIX) The said Original Developers purchased the said Land Parcel 5 by sale deed dated 04/02/2019 and registered with the office of Sub-Registrar of Assurances at Thane bearing serial No. TNN-5-1891/2019 from Shri Sandeep Maruthi Madhavi as recorded in revenue record vide mutation entry No. 890. The said Land Parcel 5 falls under 30 mts. DP road reservation as per the Development Control Rules in force for the Corporation. The said Original Developers became the owners and entitled to the Land parcel 5.

XXX) By and under Indenture of Mortgage Deed dated December 21, 2019 and registered with the office of Sub-Registrar of Assurances at Thane under Serial No. TNN-5/10293/2019 (hereinafter referred to as the said Mortgage Deed No.2) executed inter-alia between RDP Realtors Pvt.Ltd. (therein referred to as Mortgager), the said Company (therein referred to as Issuer/Company), Beacon Trusteeship Limited (therein referred to as Debenture Trustee/Mortgagee), wherein the additional security was created in favour of the Mortgagee therein in respect of the property mentioned in the Schedule therein mentioned and on the terms and conditions contained therein;

XXXI) As per the development plans, prepared, sanctioned and in force under the provisions of Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as the said Development Plans) for Thane Municipal Corporation (TMC), an area admeasuring 295.45 sq.mtrs. sq. mtrs. out of the said land parcel 1 is reserved for 30 Mts. Wide D. P. Road. The said Ramdas Gana Mhatre through his constituted attorney have handed over the said affected portion to the Corporation by executing a Transfer deed dated 27.09.2019 in favour of the Corporation upon the terms and conditions therein mentioned. (hereinafter referred to as the said "First Transfer Deed") The said First Transfer deed is registered with the office of Sub Registrar of Assurances at Thane under Sr. No. 16286/2019.

XXXII) The plans in respect of development of the Land Parcel 1 was further revised under the commencement certificate dated October 24, 2019 bearing reference No.S11/0098/14/TMC/TDD/3216/19 issued by the Corporation. As per the said sanctioned plan, the Original Developers were entitled to construct Building No."A" and i.e. comprising of Gr (part) + Stilt (part) + First Floor to Twenty Ninth floor on the said Land Parcel 1. The building project on said land parcel 1 is known as 'Shanti Luxuria' is being developed in phase wise manner and is registered with Maharashtra Real Estate Regulatory Authority at Mumbai No.P51700012995 under Section 5 of Real Estate (Regulation and Development) Authority, 2016 ("RERA Act"),.hereinafter referred to as "Phase 1 Project".

XXXIII) The Firm RDP Realtors i.e. Original Developers was converted into Company known as RDP Realtors Private Limited wef. 22<sup>nd</sup> April 2021 u/s 366 of the Companies Act, 2013. The present Directors of the company are (1) Mr.Rajan N. Bandelkar, (2) Mrs. Sangeeta Kirti Shah & (3) Mitesh Vedprakash Sugla .Thus RDP Realtors Private Limited became entitled to develop the aforementioned properties being the Promoter herein.

XXXIV) By virtue of the above said agreements and documents, the Promoter is entitled to piece and parcel of land bearing 1) Survey No. 58/2 admeasuring 7900 sq. mtrs, i.e the land parcel 1; 2) Survey No. 58 HissaNo.1B admeasuring area 1000 sq.mt. i.e. the land parcel 2 and 3) Survey No. 58/1A admeasuring 2000 sq.mtrs, i.e the land parcel 5 situate, lying and being at Village Padle, Taluka Thane and District Thane and within the limits of Thane Municipal Corporation and within the limits of Registration Sub-District, Thane. The said land parcel 1, said land parcel 2 and said land parcel 5, are collectively referred as "Said Property" and more particularly described Firstly, Secondly and Thirdly respectively in the Schedule written hereunder.

XXXV) As per the Further Supplement Agreement dated 28/10/2021(hereinafter referred to as 'the said Further Supplemental Agreement dated 28.10.2021') duly executed by and between the original Developers and the Owners and registered with the office of Sub-Registrar of Assurances bearing serial No. TNN-2/20938/2021, the Promoter is entitled to develop the Land parcel 1 and Land parcel 2 . The Promoter have agreed to allot constructed premises to the extent of 3513 sq.mts. RERA carpet area to the owners therein in Phase II building to be constructed on the said property. The details of such flats is annexed herein and marked "**Annexure C**"

XXXVI) By and under Indenture of Mortgage Deed dated December 09, 2021 and registered with the office of Sub-Registrar of Assurances at Thane under Serial No. TNN-2/23812/2021(hereinafter referred to as the said Mortgage Deed No.3) executed inter-alia between the Promoter herein therein referred to as Mortgager, the said Company therein referred to as Issuer/Company, Beacon Trusteeship Limited therein referred to as Debenture Trustee/Mortgagee, wherein the additional security was created in favour of the Mortgagee therein by way of creating mortgage in respect of the property mentioned in the Schedule therein mentioned and on the terms and conditions contained therein.

XXXVII) By and under Indenture of Mortgage Deed dated February 22, 2022 and registered with the office of Sub-Registrar of Assurances under Serial No. TNN-2/2640/2022 (hereinafter referred to as the said Mortgage Deed No.4) executed inter-alia between the Promoter therein referred to as Mortgagor, the said Ramdas and others therein referred to as land owners, Catalyst Trusteeship Limited therein referred to as Debenture Trustee/Mortgagee, wherein the additional security was created in favour of the Mortgagee therein in respect of the property mentioned in the Part A of Second Schedule therein mentioned and on the terms and conditions contained therein.

XXXVIII) The Promoters have repaid all the dues under the said Mortgage Deed No. 1 ,2 and 3 in full against which the said Beacon Trusteeship Ltd. has issued No Dues Certificate dated 04/04/2023 .

XXXIX) By a Deed of Reconveyance dated 19/04/2023 (hereinafter referred to as the 'said Deed of Reconveyance') executed by and between Beacon Trusteeship Ltd.

therein referred to as the Mortgagee of the One Part and the Promoters therein referred to as the Mortgagor of the Second Part, the said Company therein referred to as the Issuer of the Third Part, the Mortgagee therein granted, reassigned, reconvened, released and discharged forever the claim unto the Mortgagor therein in respect of the mortgaged property more particularly described in the 1st to 3rd Schedule thereunder written upon the terms and conditions contained therein. The said Deed of Reconveyance is duly registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.TNN12/5689/2023 ;

- XL) By and under Indenture of Mortgage Deed dated 28/04/2023 and registered with the office of Sub-Registrar of Assurances at Thane under Serial No.TNN-12/6222/2023 (hereinafter referred to as the said Mortgage Deed No.5) executed inter-alia between the Promoter therein referred to as Mortgagor, the said Ramdas and others therein referred to as land owners, IDBI Trusteeship service Limited therein referred to as Security Trustee/Mortgagee, wherein the said property along with the constructed area mentioned in the Schedule 2 therein (excluding landowner's share) except 40th and 41st floor being constructed on the said property in favour of IDBI Trusteeship Services Limited appointed by Tata Capital Housing Finance Limited mortgaged for an amount of Rs.45,00,00,000/- (Rupees Forty Five Crores only) and on the terms and conditions contained therein;
- XLI) The Supplemental Development Agreement dated 29/03/2016, the Supplemental Development Agreement dated 11/10/2017 and the said Further Supplemental Agreement dated 28/10/2021 as referred to aforesaid shall be hereinafter collectively be referred to as "**the Supplemental Development Agreements No. 1, 2 and 3**"
- XLII) As per Development Plan in force, a 30 meter wide DP Road passes through the said property covering area admeasuring 2295 sq. meters. as well as sub-dividing the said property as under :

Sr, No	Original Survey No	Present S. No. as per 7/12 Extract	Area in Sq.mtr	TMC/ DP Road area ( in Sq.mtr)

1	58/2	58/2	7900	295.45
2	58/1B	58/1/1	1000	-
3	58/1A	58/1/2	2000	2000
			10900	2295.45

XLIII) The Promoter is entitled to FSI of the area which is under the DP Road.

XLIV) By Letter of Intent dated 06/07/22, the Corporation has given sanction to construct "Building A" comprising of Gr. (part) + Stilt (part) + First Floor to Thirty Two Floors and "Building B" comprising of Basement 1 + Basement 2 + Gr. (part) + Stilt (part) + First Floor to Thirty Sixth Floors on the said property". The Authenticate Copy of the letter of Intent is attached herewith as "**Annexure D**".

XLV) The Promoter have submitted revised plans in respect of the said property to the Corporation and the same has been duly approved and the Commencement Certificate in respect thereof has also been granted by the Corporation vide V.P. No.S11/0098/14/TMC/TDD/4350/23 dated 31/03/2023 wherein the Promoter are entitled to construct building A viz. Stilt(pt) + Gr.(pt) + 1st to 30th floor and Building B viz. Basement + Stilt(pt) + Gr.(pt) + 1st to 6th floor on the said property upon the terms and conditions therein mentioned. The Authenticate Copy of the amended CC is attached herewith as "**Annexure E**".

XLVI) The Promoter have further submitted revised plans in respect of the said property to the Corporation and the same has been duly approved and the further Commencement Certificate in respect thereof has also been granted by the Corporation vide amended No. TMCB/TDD/0003/[P/C]/2023/Auto DCR dated 20/07/2023 wherein the Promoter is entitled to construct building A viz. Stilt(pt) + Gr.(pt) + 1st to 31st floor, Terrace Floor and Building B viz. Basement parking floor + Ground parking floor + 1st to 20th floor, Terrace Floor on the said property upon the terms and conditions therein mentioned. The Authenticate Copy of the amended CC is attached herewith as "**Annexure F**".

XLVII) As per the development plans, the said Land parcel 5 i.e. Survey No.58/1A (as per latest 7/12 Extract S. No. 58/1/2) admeasuring 2000 sq. mtrs is reserved for 30 Mts. Wide D. P. Road. The Promoters have handed over the said affected

portion to the Corporation by executing a Transfer deed dated 21/07/2023 in favour of the Corporation upon the terms and conditions therein mentioned. (hereinafter referred to as the said "Second Transfer Deed"). The said Second Transfer deed is registered with the Sub Registrar of Assurances at Thane under Sr. No. 17707/2023.

XLVIII) Thus Allottee is put to specific notice and is fully aware of the Promoters desire to construct additional floor and/or additional buildings in the said layout, on the said Property and plans sanctioned on 20/07/2023 is not final and it will be further amended to develop the said Property in the manner as stated hereinabove.

XLIX) The Promoters have, prior to the execution of these presents, obtained written NOC dated \_\_\_\_\_ from the said Tata Capital Housing Finance Limited in respect of the sale of the said flat to the Allottee herein. The Promoters hereby agree to furnish the copy thereof to the Allottee on or before execution hereof.

L) The subject matter of this Agreement is **Building No. B** known as "**RAUNAK FORTUNA**" i.e. **phase II** (hereinafter referred to as "the said building") being constructed on the Plot out of the said property.

AND WHEREA the Promoter is in possession of the said property.

AND WHEREAS the Promoter has commenced construction of the said Building on the Plot out of the said property.

AND WHEREAS the Allottee is offered an Apartment bearing number \_\_\_\_\_ on the \_\_\_\_\_ floor, (herein after referred to as the said "Apartment") of **Building No. B** known as "**RAUNAK FORTUNA**" i.e. **phase II** being constructed on the Plot out of the said property by the Promoters.

AND WHEREAS the Promoter has entered into a standard agreement with M/S The Firm (Ar.Vishal Shah), Architects and Consultants, 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 Promoter has registered the said building namely "**RAUNAK FORTUNA**" 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 No. \_\_\_\_\_. An authenticated copy whereof is annexed hereto and marked as **Annexure 'G'**

AND WHEREAS the Promoter has 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 Promoter has accepted the professional supervision of the Architects and the structural Engineers till the completion of the buildings.

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

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said property, building plans, designs and specifications prepared by the Promoter's Architects, M/S The Firm (Ar.Vishal Shah), and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules & regulations made thereunder.

AND WHEREAS the authenticated copies of the Certificate of Title issued by the attorney at law or the Advocate of the Promoter, 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 Promoter to the said property on which the said building are to be constructed have been annexed hereto and marked as **Annexure 'H', & 'I'** 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 'J'**.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter in the event of loading additional FSI/TDR 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 'K'**,

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 "L"**

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment bearing No.\_\_\_\_ on \_\_\_\_ floor of Building No.--- to be known as "**RAUNAK FORTUNA**" .

AND WHEREAS the carpet area of the said Apartment is \_\_\_\_\_ square meter equivalent to \_\_\_\_\_ sq. ft. as per RERA (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.

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

AND WHEREAS all payment will be made by a cheque/demand draft drawn/issued in favour of "RDP Realtors Private Limited Raunak Fortuna Collection Account Escrow Account No. ICICI Bank Limited Account No: 188505002625".

AND WHEREAS under Sec.13 of the Act, the Promoter is 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 Promoter hereby agrees 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. Promoter shall construct buildings/s known as Shanti Luxuria i.e. Phase 1 and "Raunak Fortuna" i.e. Phase II combinely known as "RAUNAK LUXURIA COMPLEX" (hereinafter collectively referred to as the said Project) on the said Property as stated herein above, in accordance with the plans, designs, specifications approved by the Thane Municipal Corporation (TMC). As a part of the said development Pursuant to said application TMC by its sanctioned vide amended No. TMCB/TDD/0003/[P/C]/2023/Auto DCR dated 20/07/2023 wherein the Promoter is entitled to construct Building A viz. viz. Stilt(pt) + Gr.(pt) + 1st to 31th floor, Terrace Floor and Building B viz. Basement parking floor + Ground parking floor + 1st to 20th floor, Terrace Floor on the said property subject to further alteration amendment, variations, modifications and of addition therein to do development of the said Property as disclosed herein above.

Provided that the Promoter 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.

2. The Promoter has represented to the Allottee that the plan approved on 20/07/2023 is not final and entire development potential of the said property is not consumed and the Promoter, in order to consume the entire development potential is going to further revise the said plan. In addition to that, the Promoter is going to amalgamate said Property with any Additional Property and will revise the said plan on the said property and develop complex known as RAUNAK LUXURIA . The present state of sanction and proposed change in the construction is as under:-

Sr.No	Structure/ Building	Floors		Phase
		Sanctioned	Proposed change	
1	Building A Wing A	stilt(part) + gr.(part) + First Floor to Thirty One floors	-	SHANTI LUXURIA Phase 1
2	Building A Wing B	stilt(part) + gr.(part) First Floor to Thirty One floors	-	SHANTI LUXURIA Phase 1
3	Building A Wing C	stilt(part)+gr.(part) First Floor to Thirty One floors	-	SHANTI LUXURIA Phase 1
4	Building B	Basement parking floor + Ground parking floor + 1st to 20th floor Terrace Floor	Basement + stilt(part) + gr.(part) + 1st to 50th floor	RAUNAK FORTUNA Phase2

The Allottee is aware that as per the plans sanctioned till date Promoter has not utilized full development potential of the said property for developing said property , Promoter will be further modifying the Plan for additional buildings and

additional floors in the buildings sanctioned as per DC Regulation applicable to the said property for loading of TDR or any FSI available by premium or in any other manner. The Allottee is therefore specifically put to notice that the said sanction plan is not final plan and Promoter will be entitled to amend the said plan for utilizing the entire development potential of the said property by constructing additional floors or additional building on the said property as stated hereinafter. PROVIDED the Promoter shall be liable to obtain prior written consent of the Allottee if such additions or amendments adversely affects the area of the said Apartment.

3. The Allottee hereby further agrees that after formation and registration of the Organisation and at all times thereafter, the Allottee as such member thereof shall extend all facilities to the Promoter for enabling them to exercise their aforesaid rights including for making such additional construction and they shall not raise any obstruction or interfere with the rights, powers and authorities of the Promoter in relation thereto and also the revenue and/or income received or derived by the Promoter upon sale, transfer, lease or disposal of such entire additional construction and of such FSI, FAR, DR and TDR and the Promoter shall be entitled to utilize and/or avail of power and water supply from connections, lines or storage tanks and other convenience and amenities for the aforesaid purposes and the Allottee hereby consents to the same. The Allottee shall not demand any consideration or any concession from the Promoter for doing any additional work as aforesaid. PROVIDED the Promoter shall be liable to obtain prior written consent of the Allottee if such additions or amendments adversely affects the area of the said Apartment.
4. The location of amenities shown in the said plans are provisional amenities and the Promoter reserves his right to relocate the amenities and Allottee will not object the same. The terms and conditions of this agreement will be binding on the organization to be formed by the Apartment Allottees and this agreement is also deemed to have been executed between the Organization and also Promoter.
5. The Allottee will not do any acts, deeds and things whereby the Promoter's development right will get affected in any manner and indemnify the Promoter against any loss or damages the Promoter may suffer due to any act or omission of the Allottee or the Organisation.
6. The Allottee is aware at present, the Promoter has acquired said Property and in due course may acquire right in any Additional property and develop the same in the manner as stated herein above. The Allottee is aware of the said proposal of the Promoter and will not object or obstruct the said amalgamation and as and when required by Promoter and will execute such declaration, consent, undertaking as may

be required by the Promoter. PROVIDED the Promoter shall be liable to obtain prior written consent of the Allottee if such amalgamation or further development adversely affects the area of the said Apartment.

7. (a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee an Apartment bearing No. \_\_\_\_\_ (consisting of Living Room, Kitchen, Bed Room) admeasuring \_\_\_\_\_ Sq. Mtrs carpet area, (hereinafter referred to as "the said Apartment") on \_\_\_\_\_ floor in Building B (as per Municipal approval) , known as "**RAUNAK FORTUNA**" i.e. phase 2 (herein after referred as said building) being constructed on the part of the said property particularly described in First Schedule hereunder written and shown on the floor plan annexed and marked as **Annexure "M"** hereto annexed for the consideration of **Rs. \_\_\_\_\_ /-(Rupees: \_\_\_\_\_ Only)**.

(b) The Promoter hereby agrees to allot to the Allottee \_\_\_\_\_ car parking space in Stilt Stack parking/Pit Puzzle parking being constructed in the layout.

(c) 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 Promoter, the balance amount of purchase consideration of **Rs. \_\_\_\_\_ /-(Rupees: \_\_\_\_\_ Only)** in the following manner :-

1	On Booking	5%
2	On or before Registration	20%
3	On completion of Plinth and Raising demand letter for this event	10%
4	On completion of Slab 1 and Raising demand letter for this event.	2%
5	On completion of Slab 2 and Raising demand letter for this event.	2%
6	On completion of Slab 3 and Raising demand letter for this event	2%
7	On completion of Slab 4 and Raising demand letter for this event.	2%
8	On completion of Slab 5 and Raising demand letter for this event	2%
9	On completion of Slab 6 and Raising demand letter for this event	2%
10	On completion of Slab 7 and Raising	2%

	demand letter for this event	
11	On completion of Slab 8 and Raising demand letter for this event	2%
12	On completion of Slab 9 and Raising demand letter for this event	2%
13	On completion of Slab 10 and Raising demand letter for this event	2%
14	On completion of Slab 11 and Raising demand letter for this event	2%
15	On completion of Slab 12 and Raising demand letter for this event	2%
16	On completion of Slab 13 and Raising demand letter for this event	2%
17	On completion of Slab 14 and Raising demand letter for this event	2%
18	On completion of Slab 15 and Raising demand letter for this event	2%
19	On completion of Slab 16 and Raising demand letter for this event	2%
20	On completion of Slab 17 and Raising demand letter for this event	2%
21	On completion of Slab 18 and Raising demand letter for this event	2%
22	On completion of Slab 19 and Raising demand letter for this event	2%
23	On completion of Slab 20 and Raising demand letter for this event.	2%
24	On completion of Slab 21 and Raising demand letter for this event	2%
25	On completion of Brick Work and Raising demand letter for this event	3%
26	On completion of Internal Plaster Work and Raising demand letter for this event	3%
27	On completion of Tiling Work and Raising demand letter for this event	3%
28	On completion of Plumbing Work and Raising demand letter for this event	2%
29	On completion of Electricals Fitting	2%

	Work and Raising demand letter for this event	
30	On completion of Wooden doors frames Work and Raising demand letter for this event	2%
31	On completion of Wooden doors Shutters Work and Raising demand letter for this event	2%
32	On completion of Sliding Window Work and Raising demand letter for this event	2%
33	On completion of External Painting Work and Raising demand letter for this event	2%
34	On Possession and Raising demand letter for this event .	2%
	<b>Total</b>	<b>100%</b>

The installment as above may be changed in case the total proposed floors are finalized at less than 42nd floors. In such a case the installments related to slabs above the number of flat hereby contracted will be payable upon construction of top most slab.

(d) The Total consideration mentioned in clause 8 (a) (i) hereinabove is exclusive of the duties and taxes as applicable on the date of this agreement. If there are any new or incremental taxes, duties, cess, fees, premiums, surcharge, levies or any other similar taxes by whatever name called levied by Corporation, state and/or central government in connection with construction of and carrying out the Project or on the sales hereof payable by the Promoter up to the date of handing over the possession of the said Apartment shall be paid and borne by the Allottee. The Price herein is based on several factors including the rate of GST, the provisions related to Input Tax Credit of GST etc. In case of any change in the provisions related to rate of GST, ITC, reversal of ITC etc., in the GST Laws, the Price herein will be varied accordingly.. The Promoter may raise appropriate demand notices for payment upon the Allottee, specifying the amount out of each instalment of the Consideration to be paid into the Promoter's Account. The Allottee shall pay the same within 7 days of the date of such a demand notice. Further, the Promoter shall not bound to give any notice requiring such payment and the failure thereof, shall not be a plea, or an excuse for non-payment of any amount or amounts on their respective due dates.

(e) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter 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.

(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 Promoter, 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 Promoter 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 Promoter 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 Promoter 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 Promoter.

d) The consideration mentioned in clause No.8(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.

(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 Promoter

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 Promoter 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.

(h) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the 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 Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand 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 8(a) of this Agreement.

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

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

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

- 8 The Promoter hereby agrees 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.
9. Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 8 (c) herein above. ("Payment Plan").
10. The Promoter hereby declare that the Floor Space Index available as on date in respect of the said property is 40446 sq.mtr and FSI consumed in plan approved and sanctioned on 20.07.2023 is 28282.98 sq.mtr and balance FSI is 12163.02 sq.mtr The Promoter desires to consume the balance FSI on said property by developing the buildings on the said property 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 Promoter by utilizing the entire and proposed FSI and on the understanding that the proposed FSI shall belong to Promoter only.
- 11.1. If the Promoter fails to abide by the time schedule for completing the project and handing over the said Apartment to the Allottee, the Promoter 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 Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter.
- 11.2. Without prejudice to the right of Promoter to charge interest in terms of sub clause 11.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings)

and on the Allottee committing three defaults of payment of installments, the Promoter shall be entitled at its own option, to terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing as per provisions of RERA Act 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 its 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 Promoter within the period of notices then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall, after deducting an amount equal to 3% of the total consideration payable hereunder (and any other amount which may be payable to Promoter), refund to the Allottee, without any interest, within a period of thirty days of the termination, the balance of installments of sale consideration of the said Apartment which may till then have been paid by the Allottee to the Promoter. And upon termination of this Agreement, pending refund of the amount as aforesaid, the Promoter 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 Promoter may desire and think fit in their absolute discretion and the Allottee shall have no objection for the same.

- 11.3 Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
- 11.4 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.

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

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

a) GST paid/payable in respect of this Transaction;  
b) Brokerage paid on this transaction if any;  
c) An amount equal to 3% of the total consideration payable hereunder;  
and refund to the Allottee the balance of the sale price which the Allottee may have till then paid to the Promoter without any interest on the amount so refundable within a period of thirty days of registration of Deed of Cancellation. And upon termination of this Agreement, pending refund of the amount as aforesaid, the Promoter 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 Promoter may desire and think fit in their absolute discretion and the Allottee shall have no objection for the same.

12.1 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts of best quality to be provided by the Promoter in the said building and the said Apartment are set out in **Annexure 'N'** 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.

12.2. The Allottee is aware that the Promoter is not the manufacturers of the amenities which are to be provided as mentioned in the List of Amenities. The Promoter do not warrant or guarantee the use, performance or otherwise of these amenities. The parties hereto agree that responsibility of the Promoter is limited to the extent of warranty/guarantee given by the concerned suppliers and for the period of such warranty/guarantee.

13. The Promoter shall give possession of the said Apartment to the Allottee on or before 31/12/2030. If the Promoter fails or neglects 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 Promoter 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 11.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid,

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of 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, flood, drought, fire, act of god viz. cyclone, earthquake or any other calamity caused by nature affecting the regular development of the said property ;
- (ii) any specific stay or injunction orders relating to the said development project from any court of law or Tribunal, competent authority, etc.

- 14.1 Procedure for taking possession - The Promoter, 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 15(fifteen) days from the date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupation certificate of the Project.
- 14.2 The Allottee shall take possession of the said Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartment is ready for use and occupation:
- 14.3 Failure of Allottee to take Possession of said Apartment: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 14.1 such Allottee shall continue to be liable to pay maintenance charges as applicable from the date of expiry of the notice period for possession.
- 14.4 The Allottee hereby agrees that in case he/she fail(s) to respond and/or neglect(s) to take possession of the Apartment within the time stipulated by the Promoter in the letter for Intimation of Possession and if the Promoter pays maintenance charges, applicable taxes and other charges/amounts in respect of the said Apartment, then

the Promoter shall be entitled and hereby reserves their right to recover the maintenance charges, applicable taxes and other charges/amounts paid by the Promoter in respect of the said Apartment alongwith interest if any from the Allottee before handing over possession of the said Apartment to the Allottee.

- 14.5 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 Promoter 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 Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
- 14.6 After receiving possession from the Promoter, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause 14.4 above), the Promoter 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.
15. 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.
16. 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 Promoter 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 Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, 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).

- 17.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid and subject to its right to dispose of the remaining apartments therein, if any, transfer to the society or Limited Company all the right, title and the interest of the Promoter in the said structure of the Building in which the said Apartment is situated.
- 17.2 The Promoter shall, within three months of registration of the last Society or Limited Company, as aforesaid and subject to their right to dispose of the remaining apartments, if any, cause to be transferred to the joint ownership of all the Societies of the said property, all the right, title and the interest of the respective said Owners including the Promoter in the said property on which the building with multiple wings or buildings are constructed.
- 17.3 Within 15 days after notice in writing is given by the Promoter 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 Promoter 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 Promoter provisional monthly contribution of Rs.\_\_\_\_/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter 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 Promoter to the Society or the Limited Company, as the case may be.
18. The Allottee shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the following amounts :-
  - (i) Rs. \_\_\_\_\_ /- towards share money, application and entrance fee of the Society.

(ii) Rs.	/-	towards Formation and Registration of the Organization /Apex Body.
(iii) Rs.	/-	Legal Charges in connection there with.
(iv) Rs.	/-	towards advance deposit maintenance charges of common areas for 1 year. (Carpet Area x 6.5 x 12)
(v) Rs.	/-	towards club house maintenance charges for 1 year (Carpet x 0.50 x 12)
(vi) Rs	/-	towards Parking Maintenance Charges for allotted period of 12 months.
(vii) Rs.	/-	towards electric meter installation, security Deposit for the meter payable to MSEEDCL, erection of transformer, cable laying etc.,, share of Development Charges, Infrastructure Charges., water Connection Charges plus applicable GST Charges.

(200000/- FOR 1BHK & 250000/- FOR 2BHK)

If any taxes are payable on the above the same shall be charged extra.

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 Short fall 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.

19. The Allottee shall pay to the Promoter a sum of Rs. /- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter 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.

20. 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 Promoter, 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 property, the Allottee shall pay to the Promoter, 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 alongwith the said property to be executed in favour of all the Societies formed/to be formed on the said property.

21. **REPRESENTATIONS AND WARRANTIES OF THEPROMOTER**

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

- i. The respective owners have clear and marketable title, free from all encumbrances, to the said property; as declared in the title report annexed to this agreement and the Promoter has the requisite rights to carry out development upon the said property and also have actual, physical and legal possession of the said property for the implementation of the Project;
- ii. The Promoter has 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. save and accept the mortgage deed mentioned above there are no encumbrances upon the said property or the Project
- iv. There are no litigations pending before any Court of law with respect to the said property or Project;
- 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 Promoter has 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 Promoter has 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 Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said property, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is 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 Promoter 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 Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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 Allotees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the allottees.

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

a.1 Promoter intends to develop buildings/s known as Shanti Luxuria i.e. Phase 1 and "Raunak Fortuna" i.e. Phase II combinely known as Raunak Luxuria Complex on the said Property as stated herein above, in accordance with the plans, designs, specifications approved by the Thane Municipal Corporation (TMC). As a part of the said development. Pursuant to said application TMC by its sanctioned vide amended No. TMCB/TDD/0003/[P/C]/2023/Auto DCR dated 20/07/2023 wherein the Promoter is entitled to construct Building A viz. viz. Stilt(pt) + Gr.(pt) + 1st to 31th floor, Terrace Floor and Building B viz. Basement parking floor + Ground parking floor + 1st to 20th floor, Terrace Floor on the said property subject to further alteration amendment, variations, modifications and of addition therein to do development of the said Property as disclosed herein above.

a.2 The Promoter further represents that in addition to that, the Promoter is going to amalgamate said Property and Additional Property and will revise the said plan on the said property and develop complex known as RAUNAK LUXURIA . The present state of sanction and proposed change in the construction is as under:-

Sr.No	Structure/ Building	Floors		Phase
		Sanctioned	Proposed change	
1	Building A Wing A	stilt(part) + gr.(part) + First Floor to Thirty One floors	-	SHANTI LUXURIA Phase 1
2	Building A	stilt(part) + gr.(part) First Floor to Thirty	-	SHANTI LUXURIA

	Wing B	One floors		Phase 1
3	Building A Wing C	stilt(part)+gr.(part) First Floor to Thirty One floors	-	SHANTI LUXURIA Phase 1
4	Building B	Basement parking floor + Ground parking floor + 1st to 20th floor Terrace Floor	Basement + stilt(part) + gr.(part) + 1st to 50th floor	RAUNAK FORTUNA Phase2

a.3) The Promoter has informed the Allottee and the Allottee is aware that in addition to construction of the buildings in the Project, the Promoter will be entitled to construct common amenities and facilities for the Project such as pump rooms, meter rooms, underground tanks, sewerage treatment plant, watchman room, substation for power supply company etc. on the Project Property. The Promoter has further informed the Allottee/s that the service lines common to the Building in the Project and other buildings to be /being constructed on the said Property may pass through the portion of the Project Property (including the portion thereof upon which the Building is being constructed).

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 Promoter shall be entitled to construct such additional wings/floors as per the revised building/s plans.

(c1) By and under Debenture Trust Deed dated February 27, 2018 and registered with the office of Sub-Registrar of Assurances at Thane under Serial No. TNN-5/2686/2018 executed inter-alia between the said Company (therein

referred to as Company/Issuer), Beacon Trusteeship Limited (therein referred to as Debenture Trustee), Nisus Finance and Investment Managers LLP (therein referred to as Facility Agent) and the Original Developer (therein referred to as Security Provider), wherein the Land Parcel 1 along with the constructed area of the Original Developers was mortgaged in favour of Beacon Trusteeship Limited and Nisus Finance & Investment Managers LLP for an amount of Rs.15,00,00,000/- (Rupees Fifteen Crores only) and on the terms and conditions contained therein. (hereinafter referred to as the said Mortgage Deed No.1)

- (c2) By and under Indenture of Mortgage Deed dated June 21, 2019 and registered with the office of Sub-Registrar of Assurances at Thane under Serial No. TNN-5/10293/2019 (hereinafter referred to as the said Mortgage Deed No.2) executed inter-alia between RDP Realtors Pvt. Ltd. (therein referred to as Mortgager), the said Company (therein referred to as Issuer/Company), Beacon Trusteeship Limited (therein referred to as Debenture Trustee/Mortgagee), wherein the additional security was created in favour of the Mortgagee therein in respect of the property mentioned in the Schedule therein mentioned and on the terms and conditions contained therein;
- (c3) By and under Indenture of Mortgage Deed dated December 09, 2021 and registered with the office of Sub-Registrar of Assurances at Thane under Serial No. TNN-2/23812/2021(hereinafter referred to as the said Mortgage Deed No.3) executed inter-alia between the Promoter herein therein referred to as Mortgager, the said Company therein referred to as Issuer/Company, Beacon Trusteeship Limited therein referred to as Debenture Trustee/Mortgagee, wherein the additional security was created in favour of the Mortgagee therein by way of creating mortgage in respect of the property mentioned in the Schedule therein mentioned and on the terms and conditions contained therein.
- (c4) By and under Indenture of Mortgage Deed dated February 22, 2022 and registered with the office of Sub-Registrar of Assurances under Serial No. TNN-2/2640/2022 (hereinafter referred to as the said Mortgage Deed No.4) executed inter-alia between the Promoter therein referred to as Mortgagor, the said Ramdas and others therein referred to as land owners, Catalyst Trusteeship Limited therein referred to as Debenture Trustee/Mortgagee, wherein the additional security was created in favour of the Mortgagee

therein in respect of the property mentioned in the Second Schedule therein mentioned and on the terms and conditions contained therein.

- (c5) The Promoters have repaid all the dues under the said Mortgage Deed No. 1, 2 and 3 in full against which the said Becon Trusteeship Ltd. has issued No Dues Certificate dated 04/04/2023 .
- (c6) By a Deed of Reconveyance dated 19/04/2023 (hereinafter referred to as the 'said Deed of Reconveyance') executed by and between Becon Trusteeship Ltd. therein referred to as the Mortgagee of the One Part and the Promoters therein referred to as the Mortgagor of the Second Part, the said Company therein referred to as the Issuer of the Third Part, the Mortgagee therein granted, reassigned, reconvened, released and discharged forever the claim unto the Mortgagor therein in respect of the mortgaged property more particularly described in the 1st to 3rd Schedule thereunder written upon the terms and conditions contained therein. The said Deed of Reconveyance is duly registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.TNN12/5689/2023 ;
- (c7) By and under Indenture of Mortgage Deed dated 28/04/2023 and registered with the office of Sub-Registrar of Assurances at Thane under Serial No.TNN-12/6222/2023 (hereinafter referred to as the said Mortgage Deed No.5) executed inter-alia between the Promoter therein referred to as Mortgagor, the said Ramdas and others therein referred to as land owners, IDBI Trusteeship service Limited therein referred to as Security Trustee/Mortgagee, wherein the said property along with the constructed area mentioned in the Schedule 2 therein (excluding landowner's share) except 40th and 41st floor being constructed on the said property in favour of IDBI Trusteeship Services Limited appointed by Tata Capital Housing Finance Limited mortgaged for an amount of Rs.45,00,00,000/- (Rupees Forty Five Crores only) and on the terms and conditions contained therein;
- (d) 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 Promoter 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 Promoter has

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.

- (e) The Promoter is 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 Promoter shall be entitled to use/consume the aforesaid additional F.S.I. till the registration of the Society or any form of organization 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 Promoter 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 Promoter has agreed to sell the said Apartment to the Allottee.

22. 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 Promoter as follows: -

- a) to maintain the said Apartment at the Allottee's own cost in good tenable repairs and condition from the date the possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the Building in which the said Apartment is situated, which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Building in which the said Apartment is situated or the said Apartment itself or any part thereof without the consent of the local authorities, if required.
- b) not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the Building in which the said Apartment is situated including the entrance thereof of the building in which the said Apartment is situated. In case any damage is caused to the said Apartment 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 Promoter 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 tenantable 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 Promoter 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 Allotees shall ensure that the key common areas of the building viz. entrance lobby, passage, staircase, garden & play areas are maintained 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 Promoter as restricted amenities.
- j) Pay to the Promoter within fifteen days of demand made by the Promoter, his/her/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 Promoter under this Agreement are fully paid up and prior written consent is obtained from the Promoter 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/ Property or the Promoter or its representatives. In the event the Allottees does or omits to do any such act, deed or thing then the Promoter 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 Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- p) Till a conveyance of the said property on which the building in which said Apartment is situated is executed jointly and proportionately in favour of all the Societies or any other organisation that shall be formed of the structures that shall be constructed upon the said property, the Allottee shall permit the Promoter and its 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.

23. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital or for the formation 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.
24. 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 Promoter 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.
25. The Allottee hereby declares, agrees and confirms that the monies paid/payable by the Allottee under this Agreement towards the said Apartment is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any intervention 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 Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoter shall, at its 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 Promoter, 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 Promoter to the Allottee in accordance with the terms of this Agreement for Sale only after the Allottee furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee.

26. APPOINTMENT OF FACILITY MANAGEMENT COMPANY:

- 26.1 Notwithstanding the other provisions of this Agreement, the Promoter 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 Promoter). The Promoter shall have the authority and discretion to negotiate with such project management agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the project management agency shall be borne and paid by the occupants of the buildings that may be developed in the said property including the Allottee on a pro rata basis as part of the development and common infrastructure charges referred to herein.
- 26.2 In such event, the Allottee agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the project management agency, including without limitation, payment of the Allottee's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said property and common areas and facilities within the said property and buildings constructed thereon.
- 26.3 The 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 Promoter/ 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 Promoter/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 Promoter/Facility Management Company and other Allottees of premises in this regard

27 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

- 27.1 After the Promoter execute this Agreement he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the

time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

27.2 It is expressly agreed and undertaken by the Allottee that in case he desires to obtain/borrow housing loan from any financial institution/Bank/Organization/ Employer by offering as security the said Apartment allotted to him under these presents, the payment of such loan shall be made directly in the name of the Promoter. 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 Apartment/premises allotted to the Allottee and not to the land and buildings belonging to the Promoter/the Society, as the case may be. On financial institution agreeing to the above, the Promoter shall be deemed to have granted its NOC to such Allottee to raise housing loan only on the aforesaid conditions and not otherwise.

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

28.1 The 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.

28.2 In the interest of the Allottee/s as per statutory requirement Centralized/individual Sewage Treatment Plant (STP) shall be operated and managed by the Promoter and/or an agency appointed by the Promoter /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

28.3 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.

#### 29. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules 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 Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection

therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**30. ENTIRE AGREEMENT**

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

**31. RIGHT TO AMEND**

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

**32. PROVISIONS OF THIS AGREEMENT APPLICABLE TO  
ALLOTTEE/SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allotees of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

**33. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as it may be reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement. If any such prohibition or unenforceability substantially affects or alters the residential terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and

conditions as were there in this Agreement prior to such prohibition or unenforceability.

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

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

**35. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**36. PLACE OF EXECUTION**

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

37. The Allottee and/or Promoter 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 Promoter will attend such office and admit execution thereof.
38. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Mr. \_\_\_\_\_

Notified Email ID: \_\_\_\_\_

**RDP REALTORES PVT.LTD.,**

Plot No.1, Mohan Mill Compound, Next to Audi Thane,  
Ghodbunder Road, Thane (W) 400 607

Notified Email ID: [sales@raunakgroup.com](mailto:sales@raunakgroup.com)

39. It shall be the duty of the Allottee and the Promoter 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 Promoter or the Allottee, as the case may be.
40. The terms and conditions of this Agreement shall be binding on all transferees / assignees, from time to time, of the said Apartment and shall be enforceable against all such transferees /assignees.
41. The Promoter 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 Promoter 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.
42. **JOINT ALLOTTEES**

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

43. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.
44. 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.
45. GOVERNING LAW

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

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

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(said property)

**Land parcel 1** :- Piece & parcel of land being bearing 58/2 admeasuring 7900 sq.mtrs. lying being and situate at Village Padle, Taluka Thane and District Thane and within the limits of Thane Municipal Corporation and within the limits of Registration Sub-District, Thane

**Land parcel 2:** Piece & parcel of land being bearing 58/1B (as per latest 7/12 Extract S. No. 58/1/1) admeasuring about 1000 sq.mtrs lying being and situate at Village Padle, Taluka Thane and District Thane and within the limits of Thane Municipal Corporation and within the limits of Registration Sub-District, Thane

**Land parcel 5:** Piece & parcel of land being bearing Survey No.58/1A (as per latest 7/12 Extract S. No. 58/1/2) admeasuring 2000 sq. mtrs lying being and situate at Village Padle, Taluka Thane and District Thane and within the limits of Thane Municipal Corporation and within the limits of Registration Sub-District, Thane

**THE SECOND SCHEDULE ABOVE REFERRED TO**

Residential Apartment No. \_\_\_\_\_ on \_\_\_\_\_ floor (consisting of Living Room, Kitchen, Bed Room) admeasuring \_\_\_\_\_ sq. mtr. carpet area, in the **Building No. B** known as "**RAUNAK FORTUNA**" in the Project / complex "**RAUNAK LUXURIA**" , being constructed on part of the said Property.

SIGNED AND DELIVERED by the 'PROMOTER' \_\_\_\_\_ )

**RDP REALTORES PVT.LTD** \_\_\_\_\_ )

Through its Directors \_\_\_\_\_ )

Mr. \_\_\_\_\_ or \_\_\_\_\_ )

Mr. \_\_\_\_\_ )

**DIRECTOR**

in the presence of

1.

2.

SIGNED AND DELIVERED by the \_\_\_\_\_ )

within named "THE ALLOTTEE/S" \_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

)

in the presence of

1.

2.

## RECEIPT

Received on the day and year first )  
hereinabove mentioned the aforesaid )  
sum of Rs. \_\_\_\_\_/- in Cash / )  
by Cheque / Draft No. \_\_\_\_\_ )  
dated \_\_\_\_\_ drawn on the \_\_\_\_\_ )  
\_\_\_\_\_ Bank )  
\_\_\_\_\_ Branch, before execution of )  
this agreement )  
Rs. \_\_\_\_\_/-

**WE SAY RECEIVED**  
**For RDP REALTORES PVT.LTD**

**DIRECTOR**