

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“this Agreement”) made at
Mumbai on this _____ day _____ of 20____;

BETWEEN

M/s. RNA Corp Private Limited, (formerly known as M/s. RNA Builders (A.A)), a company registered under Indian Companies Act 1956 and also governed by Companies Act, 2013 as amended from time to time having its corporate office at R. N. A. House, having their office at RNA Corporate Park, Next to Collector’s Office, Kala Nagar, Bandra – East, Mumbai 400 051 herein after called **“Promoters”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the said firm, its proprietor, legal heirs, executors and administrators, successors and assigns of the said proprietor) of the One Part,

AND

_____an/all Adult/s, Indian
Inhabitant/s of Mumbai / a partnership firm registered under
the Indian Partnership Act, 1932 / a private limited / public
company registered under the provisions of the Companies Act,

1956 / 2013 as amended from time to time, having their address
for the purpose of these presents at _____

_____ hereinafter
referred to as “**Allottee/s**” (which expression shall unless it be
repugnant to the context or meaning thereof be deemed to mean
and include in case of individual/s (his/her/their heirs,
executors, administrators and permitted assigns and in case of a
partnership firm, the partners or partner for the time being of the
said firm, the survivor or survivors and the heirs, executors and
administrators of the last survivor and in case of an HUF, the
members of the HUF from time to time and the last surviving
member of the HUF and the heirs, executors, administrators and
permitted assigns of such last surviving member of the HUF and
in case of a coparcenary, the coparcenary and survivor/s of them
and the heirs, executors, administrators and assigns of the last
survivor/s of them and in case of a trust the trustee/s for the
time being and from time to time of the trust and the survivor or
survivors of them and the heirs, executors and administrators of
the last survivor of them and in case of a company/ body
corporate its successors and permitted assigns) of the **Other
Part;**

The Promoters and the Allottee/s are hereinafter collectively
referred to as “**the Parties**” and individually as a “**Party**”.

WHEREAS:

1. Originally, one Mr. Hussainmiya Nijamuddin Patel was the owner of
various pieces and parcels of land including lands bearing (i) Survey No.
106 admeasuring 15,350 square meters (“**the said First Property**”)
hereinafter more particularly described in **First Schedule (PartA)**
hereinbelow and (ii) Survey No. 109 Hissa No. 8 admeasuring 130
square meters (“**said Second Property**”) hereinafter more particularly
described in **First Schedule (Part B) hereinbelow** both situate, lying
and being at Village Ghodbundar, Taluka and District Thane in the
Registration District and Sub-District of Thane and now within the limits
of Mira Bhayandar Municipal Corporation (the said First Property and
the said Second Property are hereinafter collectively referred to as the
“**said Entire Property**”).

2. The said Mr. Hussainmiya Nijamuddin Patel, who was a bachelor, died intestate on 25.06.1975 leaving behind his three brothers viz. (a) Mr. Ismail Nijamuddin Patel, (b) Mr. Abdullah Nijamuddin Patel and (c) Mr. Moinuddin Nijamuddin Patel and respective other family members as his heirs and legal representatives entitled to the estate of the deceased and as such they became the joint owners of the estate of the deceased Mr. Hussainmiya Nijamuddin Patel including the said Entire Property and the same is mutated and evidently clear by virtue of Mutation Entry No. 1030 dated 02.09.1983 duly certified on 03.10.1983 issued by the revenue authorities.

3. One of the brothers, Mr. Ismail Nijamuddin Patel died intestate on 29.01.1999 leaving behind his widow viz. Mrs. Jamila Ismail Patel and four sons namely (a) Mr. Sikhandar Ismail Patel, (b) Mr. Noormohammed Ismail Patel, (c) Mr. Mukhtar alias Mukhtiyar Ismail Patel and (d) Mr. Aslam Ismail Patel and two daughters viz. (a) Mrs. Akhtari Khalilrahman Cheulkar and (b) Mrs. Shamshunissa Zubair Patel as his heirs and legal representatives entitled to the undivided share of the deceased in the said Entire Property (hereinafter referred to as the “**said Ismail’s heirs**”). The said fact is mutated and evidently clear by virtue of Mutation Entry No. 1472 dated 22.11.1999 duly certified on 09.02.2000 by the revenue authorities.

4. Mr. Abdullah Nijamuddin Patel, another of the brother of Mr. Hussainmiya Nijamuddin Patel, died intestate on 07.06.1980, leaving behind his widow viz. Mrs. Amina Abdullah Patel and his three sons namely (a) Mr. Arif Abdullah Patel, (b) Mr. Rizwan Abdullah Patel and (c) Mr. Aklakh Abdullah Patel (who expired on 05.05.1995) and three daughters namely (a) Mrs. Nasreen Mulla, (b) Ms. Parveen Abdullah Patel and (c) Mrs. Najma Patel respectively as his heirs and legal representatives entitled to the undivided share of the deceased in the said Entire Property (hereinafter referred to as the “**said Abdullah’s heirs**”).

5. The last of the brothers Mr. Moinuddin Nijamuddin Patel who had migrated to Pakistan died intestate on 06.09.1971 leaving behind his widow viz. Mrs. Fatima Moinuddin Patel and his five sons viz. (a) Mr. Mohammed Gurfan Moinuddin Patel, (b) Mr. Mohammed Rizwan Moinuddin Patel, (c) Mr. Mohammed Imran Moinuddin Patel, (d) Mr. Mohammed Irfan Moinuddin Patel and (e) Mr. Nazir Moinuddin Patel who had died intestate on 19.01.1993 leaving behind his widow namely viz.

Mrs. Rehana Nazir Patel and a daughter by name viz. Zainabi Gulam Mohammed Huilek and a son viz. Mr. Moinuddin Nazir Patel all as his heir and legal representative entitled to the undivided share of the deceased in the said Entire Property (hereinafter referred to as the “**said Moinuddin’s heirs**”) and the said fact is mutated by the revenue authorities and evidently clear by virtue of Mutation Entry No. 1203 dated 18.03.1989 duly certified on 18.03.1989.

6. In the premises aforesaid the said Ismail’s heirs viz. (1) Mrs. Jamila Ismail Patel, (2) Mr. Aslam Ismail Patel, (3) Mr. Sikhandar Ismail Patel, (4) Mr. Noor Mohammed Ismail Patel, (5) Mr. Mukhtar alias Mukhtiyar Ismail Patel, (6) Mrs. Akhtari Khalilrahman Chewalkar, (7) Mrs. Shamshunissa Zubair Patel, and the said Abdullah’s heirs viz. (8) Mrs. Amina Abdullah Patel, (9) Mr. Arif Abdullah Patel, (10) Mr. Rizwan Abdullah Patel, (11) Mrs. Nasreen Mulla, (12) Ms. Parveen Abdullah Patel, (13) Mrs. Najma A. Patel and the said Moinuddin’s heirs viz. (14) Mrs. Fatima Moinuddin Patel, (15) Mr. Mohammed Gufran Moinuddin Patel, (16) Mr. Mohammed Rizwan Moinuddin Patel, (17) Mr. Mohammed Imran Moinuddin Patel, (18) Mr. Mohammed Irfan Moinuddin Patel, (19) Mrs. Rehana Nazir Patel, (20) Mr. Moinuddin Nazir Patel and (21) Mrs. Zainabi Gulam Mohammed Hullek became the joint owners of the said Entire Property and accordingly their names have been recorded in the 7/12 extract of the said Entire Property as the owners thereof.

7. By a Deed of Release dated 07.09.2007, registered in the office of Sub-Registrar, Thane bearing Registration No. 06612/2007 dated 07.09.2007 (“**said Deed of Release**”); (1) Mrs. Fatima Moinuddin Patel, (2) Mr. Mohammed Gurfan Moinuddin Patel, (3) Mr. Mohammed Rizwan Moinuddin Patel, (4) Mr. Mohammed Imran Moinuddin Patel, (5) Mr. Mohammed Irfan Moinuddin Patel, (6) Mrs. Rehana Nazir Patel, (7) Mr. Moinuddin Nazir Patel and (8) Mrs. Zainabi Gulam Mohammed Huilek (thereinafter referred to as “**the Releasors**”), all had released, relinquished, exonerated, surrendered given up forever their undivided right, title and interest and share with respect to their various properties including the said First Property in favour of (1) Mr. Sikandar Ismail Patel, (2) Mr. Noor Mohammed Ismail Patel, (3) Mr. Mukhtar Ismail Patel, (4) Mr. Arif Abdullah Patel and (5) Mrs. Rizwan Abdullah Patel (thereinafter referred to as “**the Releasees**”) out of natural love and affection without any consideration and the said fact is mutated by the revenue authorities and evidently clear by virtue of Mutation Entry No. 1683 dated 07.11.2007 duly certified on 14.12.2007.

8. By and under Agreement for Sale entered into at Mira Road, District Thane, on 07.09.2007 (hereinafter referred to as “**First Agreement**”) executed by and between Jamila Ismail Patel & 11 Ors. as the Vendors therein of the First Part and the Promoters herein and the Purchaser therein of the Other Part, the Vendors therein agreed to sale, transfer and assign all their rights, title and interest in the portion out of the **said First Property** admeasuring 8361.20 sq.mt. situate, lying and being at Village Ghodbundar, Taluka and District Thane; and in the Registration District and Sub-district Thane for the consideration and on the terms and conditions mentioned in the said First Agreement to the Promoters herein and Purchaser therein and have put the Promoters herein and Purchaser therein in possession of the portion out of the said **First Property**, more particularly described in the **First Schedule (Part A)** hereunder written, delineated and shown on the plan, being annexure-F therein, annexed to the aforesaid Agreement dated 07.09.2007, and enlarged by the boundary line, (hereinafter this portion of the said First Property admeasuring 8361.20 sq.mt. is herein referred to as “**land no.1**”). hereinafter more particularly described in **Second Schedule (Part A)** herein below. The said First Agreement is registered with the Sub-Registrar, Thane-2, under no. TNN-2/06621/2007 dated 7/9/2007.
9. Mr. Aslam Ismail Patel, Muslim Indian Inhabitant ,one of the co-owner seized and possessed of or otherwise well and sufficiently entitled to a portion of all that piece and parcel of land being First Property bearing Survey No.106, admeasuring 730.9 sq.mt. Situate, lying and being at Village Ghodbundar, Taluka and District Thane; and in the Registration District and Sub-district Thane, (hereinafter this portion of the said First Property admeasuring 730.9 sq.mt. is herein referred to as “**land no.2**”) hereinafter more particularly described in **Second Schedule (Part B)** herein below..
10. By and under Agreement for Sale dated 15.11.2017 entered into at Mira Road, District Thane, (hereinafter referred to as said “**Second Agreement**”) executed by and between Aslam Ismail Patel the Vendor therein of the First Part and the Promoter herein and the Purchaser therein of the Other Part; the Vendor therein agreed to sale, transfer and assign all his rights, title and interest in the said land no.2 and every part thereof at and for the consideration and on the terms and conditions mentioned in the said Second Agreement to the Promoters herein and the Purchaser therein and have put the Promoters herein and therein

referred to as the Purchaser in possession of the said land no.2, hereinafter more particularly described in **Second Schedule (Part B)** herein below and therein delineated and shown on the plan annexed to the aforesaid Agreement dated 15/11/2007. The said Second Agreement is registered with the Sub-Registrar, Thane-2, under no. TNN2-08280-2007 dated 15/11/2007.

11. Under the said First and Second Agreement, the purchaser therein and the Promoters herein were required to obtain requisite permission to convert the said land no.1 and land no.2 from New Impartiable Tenure to the Old Impartiable Tenure. The Promoters have at its own cost and expenses, vide the Tahlsildar, Thane, order bearing no. Mahsul/K1/TE2/Land/SR1651/08 dated 12/04/2010, obtained permission for conversion of the said land no.1 and land no.2 to Old Impartiable Tenure.
12. Mr. Noor Mohammed Ismail Patel and Ors. (therein referred to as **“the Venturers”**) had entered into a Joint Venture Agreement dated 30.08.2010 registered in the office of the Sub-Registrar of Assurances at Thane under Sr.No. TNN-4/10220 of 2010 dated 03.11.2010 (**“said JV Agreement”**) with one M/s Northeye Reality Private Limited (**“as Co-Venturers therein”**), the parties had agreed jointly to carry on the business of development of the plot of land admeasuring to 6387.70 sq. mtrs. (**“said JV Property”**) forming the portion of the said First Property i.e. S.No. 106 and said Second Property i.e. S. No. 109 H.No. 8 (as per Old Gut Book and H.No. 12 as per the new Gut Book) and more particularly described in the Third Schedule thereunder written in the name and style of M/s Unity Developers (**“said JV Firm”**) on the terms, conditions, covenants and consideration as mentioned therein in detail.
13. The Promoters herein vide an Induction Agreement dated 03.12.2012 (**“said Induction Agreement”**) was inducted in the said JV Firm on the terms and conditions as narrated in the said Induction Agreement.
14. In accordance with the terms and conditions of the said Induction Agreement, the Venturers therein, the said Northeye and the Promoters herein and therein referred to as the said RNA shared the profit and loss of the Joint Venture in the following ratio:-

a. Venturers	50%
b. Northeye	10%
c. RNA	40%

15. Certain disputes and differences were cropped up amongst the respective parties to the said Induction Agreement leading to termination of the said JV Agreement and said JV Firm and accordingly with the consensus of all the parties by and under Deed of Termination and Partition dated 20.07.2013 ("**said Deed of Termination and Partition**") made and executed by Mr. Noor Mohammed Ismail Patel and Others ("**as Venturers therein**"), M/s Northeye Reality Pvt. Ltd. ("**as the said Northeye therein**") and the Promoters herein therein referred to as the said RNA had jointly agreed to terminate the said JV Agreement and further to partition/division the assets and liabilities of the said JV Firm namely M/s Unity Developers and after settling the claims of both the said Venturers and said Northeye, the said JV Property viz. are admeasuring to 6387.70 sq.mtrs (forming portion of both the said First property i.e. S.No. 106 and Second Property i.e. S.No. 109 H.No. 8 (as per the Old Gut Book and H.No. 12 as per the new Gut Book) conveyed, assigned, transferred and assured to and in favour of the Promoters herein and therein referred to as the said RNA on the terms, conditions, covenants and consideration as mentioned therein. The said document is registered in the office of Sub Registrar of Assurances at Thane under Sr. No. TNN-7/7469 of 2013 on 20.07.2013.

16. There were certain corrections specifically pertaining to receipts column and total areas of the respective land remained to be added in the said Deed of Termination and Partition. Hence, by and under Deed of Correction dated 05.10.2013 ("**said Correction Deed**") made and executed by and between Mr. Noor Mohammed Ismail Patel and Others ("**as Venturers therein**"), M/s Northeye Reality Pvt. Ltd. ("**as the said Northeye therein**") and Promoters herein and therein referred to as the said RNA and accordingly the requisite corrections were inter alia incorporated.

17. The said Mrs. Jamila Ismail Patel (w/o late Ismail) died intestate on 19.11.2013 leaving behind her, her sons viz. (1) Mr. Sikander Ismail Patel, (2) Mr. Noor Mohammed Ismail Patel, (3) Mr. Mukthar alias Mukthiyar Ismail Patel, (4) Mr. Aslam Ismail Patel and daughters viz. (1) Mrs. Akthari Khalilurrahman Cheulkar and (2) Mrs. Shamshunissa Zubair Patel as her heirs and legal representatives entitled to the estate of the deceased.

18. Mrs. Amina Abdullah Patel (w/o late Abdullah) also died intestate on 15.09.2014 leaving behind her, her sons viz. (1) Mr. Arif Abdullah Patel,

(2) Mr. Rizwan Abdullah Patel and daughters viz. (1) Mrs. Nasreen Mullah, (2) Ms. Parveen Abdullah Patel and (3) Mrs. Najma Patel as her heirs and legal representatives entitled to the estate of the deceased.

19. Mr. Mukthar alias Mukhtiyar Ismail Patel (s/o Ismail Patel) also died intestate on 19.12.2014 leaving behind him his wife viz. Mrs. Nasiba Muktyar Patel, daughter Miss. Mariyam Mukhtiyar Patel and son Master Ismail Mukhtiyar Patel through his mother and natural guardian Mrs. Nasiba Muktyar Patel as his heirs and legal representatives entitled to the estate of the deceased.

20. Mrs. Akthari Khalilurrahman Cheulkar (d/o Ismail) died intestate on 19.01.2016 leaving behind her, her son Mr. Azhar Khalilurrahman Cheulkar and her married daughter Mrs. Tazeen Taqi Falke herein as her heirs and legal representatives entitled to the estate of the deceased.

21. Ms. Parveen Abdullah Patel also died intestate on 21.10.2016 leaving behind her, her brothers viz. (1) Mr. Arif Abdultah Patel, (2) Mr. Rizwan Abdullah Patel and married sisters viz. (1) Mrs. Nasreen Mulla and (2) Mrs. Najma A. Patel as her heirs and legal representatives entitled to the estate of the deceased.

22. Due to inadvertence, the said Mr. Aslam Ismail Patel remained to be added as a party to the aforesaid Deed of Termination and Partition for certain reasons thereto at that time. Therefore, in pursuance of the aforesaid said Second Agreement, said Power of Attorney, the said Deed of Termination and Partition, Joint Venture Agreement and Induction Agreement it was agreed by and between the parties thereto that Mr. Aslam Ismail Patel shall sell, transfer and assign his undivided share, right, title and interest in the said entire property more particularly described in the Fourth Schedule thereunder and have accordingly by and under a Deed of Confirmation dated 16.02.2017 ("**said Deed of Confirmation No.1**") executed by and between Mr. Aslam Ismail Patel, therein referred to as the Executor and the Promoters herein and therein referred to as the said RNA; the Executor therein had agreed, confirmed and ratified and also agreed and undertook to comply with each and every terms and conditions as stipulated under the said Deed of Release, the said First Agreement, the said Second Agreement, the said JV Agreement, the said Induction Agreement, the said Deed of Termination and Partition and the said Correction Deed and all other incidental documents executed thereto and in respect of the said Entire Property are valid, legal, subsisting and the same is binding upon the Executor therein. The Executor therein had placed on record that the Promoters herein and

therein referred to as the said RNA is the bonafide purchaser of the said Entire Property. The said Deed of Confirmation No.1 is registered in the office of the Joint Registrar of Assurances, Thane – 7 bearing Sr. No. TNN-7/1809/2017 dated 16.02.2017.

23. The said Aslam Ismail Patel had also executed a Power of Attorney dated 16.02.2017 in favour of the Promoters herein and therein referred to as the said RNA for smoothly transferring, assigning and conveying the said entire property as also for development of the said entire property. The said Power of Attorney is irrecoverable and shall continue to remain in full force and effect till the undivided share, title and interest in the said entire property is transferred in the name of the Vendor herein. The said Power of Attorney is registered in the office of the Joint Registrar of Assurances, Thane – 7 bearing Sr. No. TNN-7/1810/2017 dated 16.02.2017.

24. The names of the heirs of Mr. Mukthar alias Mukhtiyar Ismail Patel viz. Mrs. Nasiba Muktyar Patel, daughter Miss. Mariyam Mukhtiyar Patel and son Master Ismail Mukhtiyar Patel through his mother and natural guardian Mrs. Nasiba Muktyar Patel and Mrs. Akthari Khalilurrahman Cheulkar viz. her son Mr. Azhar Khalilurrahman Cheulkar and her married daughter Mrs. Tazeen Taqi Falke appeared in the revenue records vide Mutation Entry No. 2811 dated 16.12.2016 for Survey No. 106 and Mutation Entry No. 281 dated 13.01.2017 for Survey No. 109 Hissa No. 8.

25. By and under a Deed of Confirmation dated 23.02.2017 (“**said Deed of Confirmation No.2**”) executed by Mrs. Nasiba Muktyar Patel, daughter Miss. Mariyam Mukhtiyar Patel and son Master Ismail Mukhtiyar Patel through his mother and natural guardian Mrs. Nasiba Muktyar Patel and Mrs. Tazeen Taqi Falke (therein referred to as the Executors) on the One part and the Promoters herein and therein referred to as the said RNA on the other part, the Executors therein had agreed, confirmed and ratified and also agreed and undertook to comply with each and every terms and conditions as stipulated under the said Deed of Release, the said First Agreement, the said Second Agreement, the said JV Agreement, the said Induction Agreement, the said Deed of Termination and Partition and the said Correction Deed and all other incidental documents executed thereto and in respect of the said Entire Property are valid, legal, subsisting and the same is binding upon the Executor therein. The Executor therein had placed on record that the Promoters herein and therein referred to as the said RNA is the bonafide purchaser of the said Entire Property. The said Deed of Confirmation No.2 is registered in the office of the Joint Registrar

of Assurances, Thane – 7 bearing Sr. No. TNN-7/2066/2017 dated 23.02.2017.

26. The said Mrs. Nasiba Muktyar Patel, daughter Miss. Mariyam Mukhtiyar Patel and son Master Ismail Mukhtiyar Patel through his mother and natural guardian Mrs. Nasiba Muktyar Patel and Mrs. Tazeen Taqi Falke had also executed a Power of Attorney dated 23.02.2017 in favour of the Promoters herein and therein referred to as the said RNA for smoothly transferring, assigning and conveying the said entire property as also for development of the said entire property. The said Power of Attorney is irrecoverable and shall continue to remain in full force and effect till the undivided share, title and interest in the said entire property is transferred in the name of the Promoters herein. The said Power of Attorney is registered in the office of the Joint Registrar of Assurances, Thane – 7 bearing Sr. No. TNN-7/2067/2017 dated 23.02.2017.

27. By and under a Deed of Confirmation dated 04.03.2017 (“**said Deed of Confirmation No.3**”) executed between Mr. Azhar Khalilurrahman Cheulkar (s/o of the late Mrs. Akthari Khalilurrahman Cheulkar) (therein referred to as the Executor) and the Promoters herein and therein referred to as the said RNA, the Executor therein had agreed, confirmed and ratified and also agreed and undertook to comply with each and every terms and conditions as stipulated under the said Deed of Release, the said First Agreement, the said Second Agreement, the said JV Agreement, the said Induction Agreement, the said Deed of Termination and Partition and the said Correction Deed and all other incidental documents executed thereto and in respect of the said Entire Property are valid, legal, subsisting and the same is binding upon the Executor therein. The Executor therein had placed on record that the Promoters herein and therein referred to as the said RNA is the bonafide purchaser of the said Entire Property. The said Deed of Confirmation No.3 is registered in the office of the Joint Registrar of Assurances, Thane – 7 bearing Sr. No. TNN-7/2484/2017 dated 04.03.2017.

28. In the aforesaid premises, the Promoters herein became the owner and seized and possessed of the said Property No.1, said Property No.2 and said JV Property forming portions of the said First Property and the said Second Property (hereinafter collectively referred to as the “said Entire Property”).

29. By and under an Agreement for Sale dated 17.03.2017 registered in the office of the Sub Registrar of Assurances at Thane -7 bearing No.

TNN-7-3160/2017 dated 17.03.2017 executed by and between the he Promoters herein the Vendor therein and Skylark Realtors Private Limited, a Company registered under the provisions of the Companies Act, 1956 and governed as per the provisions of the Companies Act 2013 therein referred to as the Purchaser; the Promoter herein and the Vendor therein had agreed to sell, transfer, convey and assign all their rights, title and interest of whatsoever nature and handover the possession of the portion of the said entire property and the Promoters herein and the Vendors therein has developed the portion out of the said entire property/land which is earmarked as Plot A (alongwith Road FSI out of the said entire property/ land) and the balance land is Plot B as earmarked on the approval plan dated issued vide amended commencement certificate dated Ja.Kra.Mi.Bha/Mnapa/Nar/2946/2013-14 dated 13th November, 2013 which is admeasuring 4065 sq. meters out of which 3492 square meters (forming part of Second Property) and another portion of 114 sq meters being defined hereinabove as the said First Property i.e. Survey No. 109, Hissa No. 8 totally admeasuring 130 sq. meters (which both portions are collectively admeasuring 3586 sq meters herein after collectively referred to as the **“said portion property”**) is herein agreed to be sold by the Promoters herein and the Vendors therein to the Purchaser therein and the Purchaser therein has agreed to purchase and acquire the said portion property out of the said entire property , more particularly described in the Fourth Schedule thereunder written for a total consideration and upon the terms and subject to the conditions thereafter appearing.

30. Under the aforesaid Agreements the Vendors/Owners therein have agreed and undertaken to the Promoters herein and the Purchaser therein that all of them shall whenever called upon by the Promoters herein and the Purchaser therein to do so, execute conveyance of land no.1 and land no.2 and necessary documents of assurances, conveying / transferring the aforesaid land, will be executed by them in favour of Promoters herein and the Purchaser therein / its nominee, without any further act on the part of Promoters herein and the Purchaser therein, for the said purpose.

31. Under the said first and second agreement the Promoters herein and the Purchaser therein are entitled to sell the premises being developed by the them and may enter in to an agreement with the Allotees of premises/units to provide them flats/shops/garages/parking space on ownership basis without reference or recourse and passing of any accounts to the vendors therein.

- 32.** At the time of execution of the said first and second Agreement the said Vendors therein have also executed and delivered to the said Promoters herein and the Purchaser therein, their Irrevocable Powers of Attorneys, constituting, nominating and appointing M/s. RNA Builders (A.A) and its partners Mr. Anilkumar Aggarwal, Mr. Anubhav Aggarwal and a nominee Mr. Gokul Aggarwal, as their joint and several Constituted Attorneys, to act, in the name of the Vendors therein and on their behalf or in their name, to do and perform or cause to be done and performed at the Promoters herein and the Purchaser therein costs, charges, expenses & risk, inter-alia, in respect of or concerning the maintenance, administration, construction, development, sale, transfer, and convey the said property as defined therein and do any or all acts, matters, things and deeds more particularly mentioned in the said Powers of Attorneys.
- 33.** The said Agreements and the said powers of attorneys are valid, subsisting and binding on the parties thereto.
- 34.** By and under Indenture of Conveyance dated 13th March 2009, registered with the Joint Sub-Registrar, Thane-10, Dist. Thane, under number TNN10-01541-2009 dated 13th March 2009, made and entered into between The Estate Investment Co. Pvt. Ltd., as the Vendor therein of the first part and the Promoters herein and the Purchaser therein of the other part, the Vendor therein sold, conveyed and transferred to the purchaser therein the portion of the land bearing Survey no. 224; Hissa no. 1A & 1B, admeasuring 20,310 square meters, lying and being at Village Ghodbundar, Taluka and Dist. Thane (hereinafter referred to as **“land no.3”**) at or for the consideration and upon the terms and conditions contained therein and put the Promoters herein and the Purchaser therein, in the possession of the said land no.3, more particularly described in the **Second Schedule (Part C)** hereunder written.
- 35.** Under the aforesaid circumstances the Promoters are absolutely seized, possessed of and otherwise well and sufficiently entitle to land no.1, admeasuring 8361.20 sq. mt.; land no.2, admeasuring to 730.9 sq.mt.; and land no.3 admeasuring 20310 sq.mt.; thus in aggregate admeasuring to 29,402.1 sq. mt. (upon physical survey the area being 28,142.38 square meters) situate, lying and being at Village Ghodbundar, Taluka and District Thane; and in the Registration District and Sub-district Thane are hereinafter collectively referred to as the **“said Entire Property”**.

- 36.** The Architect M/s Anish & Associates vide his letter dated 18th January, 2012 submitted necessary plans of the larger property now admeasuring 28,142.38 sq. mtrs, for approval of layout in respect of the said larger property. The copy of the plan containing the layout said larger property is annexed herewith as **Annexure “A”**. As per the Disclosed / Proposed Layout the larger lands were divided into plots respectively as stated hereinbelow:

S Nos	Area	Subdivided plots	Area of Plots (Sq. mtrs.)
Portion of 106 part and portion 224 /1A & 1B (part)	28,142.38 sq.mtrs,	A	20969.27 sq.mtrs
		C	4260.41 sq.mtrs
		Play Ground area	210.25 sq.mtrs
		Road Area	1167.44 sq.mtrs
		P.S & P.S area	993.27 sq.mtrs
		Garden Area	541.74 sq.mtrs

- 37.** The Architect M/s Anish & Associates vide his letter dated 8th July, 2013 submitted necessary plans of the said entire property for approval of layout in respect of the said entire property. As per the Disclosed / Proposed Layout the larger lands were divided into plots respectively as stated hereinbelow:

S Nos	Area	Subdivided plots	Area of Plots (Sq. mtrs.)
Portion of 106 part and portion 224 /1A & 1B (part)	35078.82 sq. mtrs,	A	20969.23sq.mtrs
		B	4065.54 sq.mtrs
		C	4260.41 sq.mtrs
		D	118.27 sq.mtrs
		Play Ground area	210.25 sq.mtrs
		Road 1 Area	1167.44 sq.mtrs
		Road Area	3330.67 sq.mtrs
		P.S & P.S area	993.27 sq.mtrs
		Garden Area	241.74 sq.mtrs

- 38.** By and under an Agreement for Sale dated 17.03.2017 registered in the office of the Sub Registrar of Assurances at Thane -7 bearing No. TNN-7-3160/2017 dated 17.03.2017 executed by and between the he Promoters herein the Vendor therein and Skylark Realtors Private

Limited, a Company registered under the provisions of the Companies Act, 1956 and governed as per the provisions of the Companies Act 2013 therein referred to as the Purchaser; the Promoter herein and the Vendor therein had agreed to sell, transfer, convey and assign all their rights, title and interest of whatsoever nature and handover the possession of the portion of the said entire property and the Promoters herein and the Vendors therein has developed the portion out of the said entire property/land which is earmarked as Plot A (alongwith Road FSI out of the said entire property/ land) and the balance land is Plot B as earmarked on the approval plan dated issued vide amended commencement certificate dated Ja.Kra.Mi.Bha/Mnapa/Nar/2946/2013-14 dated 13th November, 2013 which is admeasuring 4065 sq. meters out of which 3492 square meters (forming part of Second Property) and another portion of 114 sq meters being defined hereinabove as the said First Property i.e. Survey No. 109, Hissa No. 8 totally admeasuring 130 sq. meters (which both portions are collectively admeasuring 3586 sq meters therein collectively referred to as the “**said portion property**”) is herein agreed to be sold by the Promoters herein and the Vendors therein to the Purchaser therein and the Purchaser therein has agreed to purchase and acquire the said portion property out of the said entire property , more particularly described in the Fourth Schedule thereunder written for a total consideration and upon the terms and subject to the conditions thereafter appearing.

39. As recorded in the Consent terms dated 3rd December, 2011 in Special Civil Suit 606 of 2009 the right, title and interest in respect of the portion of land 3 admeasuring 4260.41 sq.mtrs came to be vested to One Mr. Sadanand Hajare and SPH Agro Farms & Estate Pvt. Ltd.(herein collectively “SPH”).

40. The Promoters has proposed to develop the said Plot A admeasuring 20969.23 square meters hereinabove alongwith adjoining land bearing S. No. 104 admeasuring 3020 square meters which shall be amalgamated and these both lands are lying and situate at Village Ghodbundar, Taluka and District Thane and in the Registration District and Sub-district Thane which totally in aggregate admeasuring 23989.23 square meters and is hereinafter referred to as the “**said larger property**” more particularly described in the **Third Schedule** hereunder written, delineated and shown on the plan with red colour bold lines herein annexed as **Annexure “A”** with Buildings to be constructed in Phase I, II and III,

41. The Promoters initially proposed to develop the portion admeasuring of said Plot A hereinabove by constructing five buildings being Building no. 1, 2, 3, 4 and 5 on the said property, known as “**RNA VIVA I & II respectively**”.

- i). Building No.1 having two Wings A and B,
 - ii) Building No.2 having two Wings C and D,
 - iii) Building No.3 having two Wings E and F,
 - iv) Building No.4 having two Wings G and H,
 - v) Building No.5 having One Wing I.
- for residential/commercial purpose.

42. The Promoters shall be developing the said Larger Property into various phases and currently have got prepared plans through the Architects M/s Anish & Associates for the construction of the said **RNA VIVA** buildings in various phases on the portion of the said Plot A and interalia initially being five building comprising of wings respectively as follows:

Building No	Wings	Phase
1	Wing A & B	I
2	Wing C & D	
3	Wing E & F	II
4	Wing G & H	
5	Wing I	
6 onwards	Additional Wings and/or additional floors	III

43. The details of building plans for construction of building/s in first two phases of the project “**RNA Viva**” on two separate portions of the said larger property as approved are as follows:

- i. portion of such larger property admeasuring approximately 8696.31 square meters (herein “**the said property**”), as per approvals obtained / being obtained in relation to the said property and as per the said proposed plans the configuration of two buildings are stated herein below:

Building No	Wings	comprising	Phase
1	Wing A & B	Stilt /Ground (Shops + Parking) + 1 st – 19 th floor. (here 1 st floor is part parking and part Residential)	Phase I
2	Wing C & D	Stilt /Ground (Shops + Parking) + 1 st – 19 th floor. (here 1 st floor is part parking and part Residential)	

ii. portion of such larger property admeasuring approximately **11994.92** sq. square meters (herein “**the second phase property**”), as per approvals obtained / being obtained in relation to the said property and as per the said proposed plans configuration of three buildings are stated herein below:

Building No	Wings	comprising	Phase
3	Wing E & F	Stilt / Ground (Shop /Godown + Parking) 1 st – 22 nd floor. (here 1 st floor is part parking and part Residential)	Phase II
4	Wing G & H	Stilt / Ground (Parking) 1 st – 22 nd floor. (1 st floor Parking)	
5	Wing I	Stilt / Ground (Parking) 1 st – 21 st floor (1 st floor Parking)	

The approval to building plans for five buildings as stated above has been approved by Mira Bhayandar Municipal Corporation (MBMC) by issue of amended IOD/Commencement Certificate the approve building configuration is mentioned in the Revised Commencement Certificate (with approval to Amended Plans) (with utilization of D.R.C), bearing no. 2946/2013-14 dated 13/11/2013,, hereto annexed and marked “**Annexure B**” is the copy of Revised Commencement Certificate (with approval to Amended Plans) (with utilization of D.R.C).

iii. portion of such larger property admeasuring approximately **3298.96** sq. square meters (herein “**the third phase property**”) shall be developed in third phase.

The phase I of the RNA Viva shall be hereinafter for the brevity sake shall be referred to as the “**said Real Estate Project/ said Buildings/RNA Viva-I**”.

- 44.** The Promoters are entitled to amend, modify and/or substitute the proposed future and further development of the larger property, in full or in part, as may be required under applicable law from time to time so as to explore and utilise the full potential of the said larger property in terms of existing and future FSI and /or TDR / FSI. The land adjoining the larger property shall be amalgamated and FSI available after amalgamation as also enhancement of FSI and/or TDR in respect of larger property after amalgamation shall be used in the said Real Estate Project and consequent thereto the said Real Estate Project shall undergo a change in increase no. of floors and necessary approvals shall be obtained for such modifications.
- 45.** Thus the Promoters shall be entitled to vary, amend and/ or alter the said approved buildings plans of the said Buildings from time to time and also to increase the number of floors to be constructed on the said new buildings as may be permitted by MBMC, without any let or hindrance from the purchaser.
- 46.** The manner in which the Promoters have acquired the development rights in respect of the said larger land is duly set out in more detail in the said Title Certificate (as referred below and uploaded on the RERA website).
- 47.** The Promoters have uploaded the list of the pending litigations with respect to the said property on RERA website <https://maharera.mahaonline.gov.in/> during registration of this Real Estate Project and the Promoters are updating the same on periodic basis and the Allottee/s has/have been briefed about these litigations and have been made to understand about its implications.
- 48.** By a Deed of Mortgage dated 26th May, 2014 executed by the Promoters in favour of the Reliance Home Finance Limited registered vide registration no. 6303/2014 the said larger property being lands bearing CTS No. 106, 224 / 1A & 1B and 104(part) collectively admeasuring 33162 square meters situated lying and being at village Ghodbunder Taluka & District Thane alongwith project constructed/to be constructed thereon being Project RNA Viva and the receivables

generated thereto are offered as security towards the repayment of the loan availed by the Promoters. Further by various Loan & Security Document/s executed between Reliance Capital Limited (Lender), RNA Lifestyle Pvt. Ltd. (Borrower) and RNA Corp Pvt. Ltd., AA Estate Pvt Ltd, Anubhav Aggarwal and Saranga Aggarwal (Co-Borrower/Guarantor) general purpose loans/facilities were availed by interalia offering the land bearing CTS No. 106, 224 / 1A & 1B, 104(pt) situated at Village Ghodbunder, Mira Road, Thane alongwith project constructed/to be constructed thereon being Project RNA Viva and the receivables generated thereto are offered as security towards the repayment of the loan availed by the Promoters.

49. The Promoters are solely respectively entitled to FSI and/or TDR **FSI** and any other benefit arising out of the **larger property** and out of the Total FSI & TDR/ FSI and other benefits generated from the larger property, the Promoters have utilized / shall utilize (i) 17400 sq meters TDR /FSI on the said property / i.e. portion of said Plot B in RNA Viva - Phase I, (ii) 24,000 sq meters TDR/ FSI on the balance portion of said Plot B in RNA-Phase - II (iii) and the Promoters shall utilize the balance TDR FSI and other benefits generated on the balance larger lands for the construction of other buildings on the said larger property in RNA Viva -Phase - III as the Promoters may deem fit and proper in its sole discretion.

50. The development of the said Building known as '**RNA Viva- Phase I**' is a part of the Disclosed Layout and a phase of the project on the said larger property and the said Building **RNA Viva- Phase I** is a "real estate project" developed by the Promoters and the same have been registered as a 'real estate project' ("**the Real Estate Project**") with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, **2016** ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**").The Authority has duly issued the Certificate of Registration No. **P51700008296** dated **18/08/2017** for the Project ("**RERA Certificate**") and a copy of the RERA Certificate is annexed and marked as **Annexure "C"** hereto.

51. The Allottee/s has / have, prior to the date hereof, examined a copy of the RERA Certificate and has / have caused the RERA Certificate to be examined in detail by his/her/their/its Advocates and Planning and

Architectural Consultants. The Allottee/s has / have agreed and consented to the development of the project on the larger property including the said property by the Promoters and/or its assigns from time to time. The Allottee/s has/have also examined all the documents and information uploaded by the Promoters on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

52. The principal and material aspects of the development of the Real Estate Project are briefly stated below:

- a.** The authenticated copies of the 7/12 of the said larger property are annexed hereto as **Annexure “D” (collectively)**.
- b.** The said Building is an integral part of the entire project on the said larger lands.
- c.** The Promoters are entitled to sell the constructed units in the said Building generated by consumption of the 17,400 sq meters of FSI and/or TDR granted to them by MBMC and the Promoters are constructing said Building on the said property which is admeasuring approximately 8696.31 sq. square meters (“**the said property**”), as per approvals obtained / being obtained in relation to the same plans of the said property and as per the said approved plans the Promoters are entitled to construct Building named **RNA Viva - I** comprising of two buildings namely building no. 1 and building no. 2 and each comprising two wings respectively **Wing A & Wing B and Wing C & Wing D** and each of this Wing shall be each having Stilt /Ground (Shops + Parking) + 1st – 19th floor. (here 1st floor is part parking and part Residential) (herein after for the sake of brevity and all wings of building no. 1 and 2 are herein after collectively referred to as “**the said Building** ”). The said larger property Disclosed layout is shown in delineated with red bold boundary lines alongwith Phase I, II and III Building to be constructed on the Plan which is hereto annexed and marked as **Annexure “A” (colly)** and building 1 and 2 and all wings thereto being collectively the said Building are connected by a common podium and all facilities such as swimming pool, approach road, etc. shall be common for the occupants of all these nine wings in the said Building. The said building 1, 2, 3, 4 and 5 **and all wings A, B, C, D, E, F, G, H and I** thereto being collectively named **RNA Viva** are connected by a common podium and all facilities such as swimming

pool, approach road, etc. shall be common for the occupants of all these **9 wings in the said 5 (five) buildings** and subsequent additional buildings constructed.

- d. The Real Estate Project shall comprise of units / premises consisting of apartments/flats, and other units.
- e. Total BUA of 17400 square meters shall be utilized for the construction of the said Real estate Project i.e. the said Building and out of the same Built up Area of 16294.51 square meters has been sanctioned for consumption in the construction and development of the Real Estate Project, however the balance of 1105.49 square meters is also in process of being approved.
- f. The recreational open space in said Plot A is 5880 sq. mtrs.
- g. The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s is/are listed in the **Fourth Schedule (Part A & Part B)** hereunder written ("**Real Estate Project Amenities**") and these shall be for the common use and enjoyment of all phases of the entire **RNA Viva** Project.
- h. The Allottee/s has / have perused a copy of the proposed larger property layout ("**Disclosed Layout**") annexed to this Agreement as **Annexure "A"** , which specifies the proposed location of the new / future / further buildings / towers to be constructed/constructed on the Larger land, together with the proposed total FSI and /or TDR proposed to be utilized on the Larger property ("**Proposed Potential**") and also the tentative locations where the common areas, facilities and amenities, reservations and other open and built-upon spaces are proposed to be situated. A copy of the plan of the Disclosed Layout of the larger property along with the building to be constructed on it in Phase I, II and II is annexed hereto and marked as **Annexure "A" and larger property is marked therein in red colour bold boundary lines.**
- i. The Promoters shall be entitled to put up hoardings / boards of its Brand Name, in the form of neon signs, MS letters, vinyl and sun boards on the larger property and on the façade, terrace, compound wall or other part of the buildings / towers as may be developed on the said Property and /or the said larger lands from time to time. The Promoters shall also be entitled to place, select and decide the hoarding / board sites in its sole discretion.

- j.** The Promoters shall be entitled to confer / cause to confer title of particular building / tower to such other societies, as mentioned at related clauses herein below.
- k.** The details of the formation of the Apex Body and the conferment of title upon the Apex Body with respect to the said larger lands and/or said Property and all the common areas, facilities and amenities, basements, podiums and other spaces and areas on the said larger lands as per Fourth Schedule (**Part A**) are set out in related clauses herein below.
- l.** The statutory approvals may mandatorily require the Promoters to hand over certain stipulated percentage of the said larger lands and/or said Property to the concerned authorities or develop the same as public amenity. The Promoters shall have to determine and identify the portion and location of the said larger lands and/or said Property to be handed over for complying with the terms and conditions of the statutory approvals. Only the portion of the said larger lands left over after handing over the stipulated percentage, if any, to the MBMC or other statutory authority and/or developing the same as a public amenity, as applicable, would be available for transferring to the Apex Body.
- m.** The nature of the development of the said larger property and/or said Property will be phase-wise and would constitute a mixture of users as may be permissible under applicable law from time to time.
- n.** The Promoters would be entitled to aggregate consolidate, merge and/or amalgamate any contiguous land parcels with the development of the Larger property, as provided under the Proviso to Rule 4(4) of the RERA Rules.
- o.** The Promoters are entitled to amend, modify and/or substitute the proposed future and further development of the said larger property and/or said Property, in full or in part, as may be required under applicable law from time to time so as to explore and utilize the Full Potential of the said larger property and / or the said Property.
- p.** The above details and further aspects of the proposed future and further development of the said larger property and/or said Property

are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in> and are annexed with the RERA Certificate at **Annexure “C”** hereto.

- q.** The Promoters have entered into standard agreement/s with an Architect registered with the MBMC.
- r.** The Promoters have appointed H. M Raje Structural Consultants Private Limited for the preparation of structural designs and drawings in respect of the buildings to be constructed on the said property, as structural consultant. The Promoters have agreed to accept the professional supervision of the said Architects and Structural Engineers.
- s.** The Certificate of Title certifying the title of the Owner in respect of the said Property has been issued by Advocate Kanchan Kambli, Advocates for the Promoters. Copy of the Title Certificate in respect of the said Property is annexed hereto and marked respectively as **Annexure “E”**
- t.** The present Sanctioned Layout Plan i.e. the Disclosed Layout *inter alia* of the Real Estate Project is annexed hereto and marked as **Annexure “A” (colly)**. The Disclosed Layout is subject to change and the Allottee/s has/have acknowledged and agreed the same. The present sanctioned floor plan with respect to the said Premises is annexed hereto and marked as **Annexure “F”**.
- u.** The floor plan showing carpet area (as defined under RERA) of the said Premises is _____ square meters, equivalent to approximately _____ square feet.
- v.** On demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the said larger lands and the plans, designs and specifications prepared by the Promoters and of such other documents as are specified under the RERA and the Rules and Regulations made there under, including *inter alia* the following:
 - i.** All the title deeds, documents, etc., referred to in this Agreement and also all the title deeds and documents in relation to the larger land including copies of all deeds and documents as referred to in the said Title Certificate.

- ii.** All the approvals and sanctions of all the relevant authorities issued till date for the development of the said property including the layout plan, building plan, floor plan and the commencement certificate; and
- iii.** The Allottee/s has, on or before the execution of this Agreement and independent of the said Title Certificate, **Annexure “E”** hereto, satisfied himself as to the marketability and title of the said property and the authority of the Promoters herein, to develop the said property and to sell, transfer and/or dispose of the Flats/Units/Premises/Units in the said Building **“RNA Viva-I”** in any of the wings thereof to be constructed on the portion of the said property, on what is commonly known as **“Ownership basis”** and the Allottee/s has agreed not to make any requisition and/or to call for any further documents pertaining to the title of the said property and an authority of the Promoters , to develop the said property.
- iv.** The Allottee/s has/have also examined all the documents and information uploaded by the Promoters on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- v.** The Allottee/s has prior to the execution of this Agreement satisfied himself about the title of the Promoters to the said property and has accepted the same and shall not be entitled to any further investigations relating therein.
- w.** While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the Real Estate Project and only upon the due observance and performance of which the Occupation Certificate in respect of the Real Estate Project shall be granted by the competent authority. Further, (i) the requisite approvals and sanctions for the development of the Real Estate Project from the competent authorities are obtained / being obtained and (ii) the approvals and sanctions from other relevant statutory authorities, are applied for and/or in the process of being obtained and/or have been obtained by the Promoters. The Promoters has accordingly commenced the construction of the Real Estate Project in accordance with the

sanctioned plans, proposed plans and the approvals and permissions, as referred hereinabove.

- x. The Promoters have commenced construction of the said Building known as “**RNA VIVA-I**” on portion of the larger property being said property more particularly described in the **Third Schedule** hereunder written, as per plans and specifications sanctioned, by the MBMC. The Promoters has started selling various units in the said Building to the intending allottee/s by entering into separate agreements for sale, on what is commonly known as “**Ownership Basis**” in the form of these presents prescribed under the provisions of **Real Estate (Regulation and Development) Act, 2016 (“RERA”)** read with the provisions of the **Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“RERA Rules”)**. (hereinafter for brevity’s sake collectively referred to as “**the said Act**” and “**the said Rules**”).

53. 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.

54. The Allottee/s is/are desirous of purchasing residential premises / unit bearing number [_____] flat/unit admeasuring _____ square meters equivalent to _____square feet carpet area as per RERA with exclusive balcony area admeasuring _____ sq.mtrs on the_____ floor of the _____ Wing of the said Building (hereinafter referred to as the "**said Premises**" more particularly described in the **Fifth Schedule** hereunder written) without / with _____parking space has / have approached the Promoters and requested the Promoters to allot to him/her/it/them the said Premises in the said Building.

55. The Promoters have agreed to sell to the Allottee/s and the Allottee/s has / have agreed to purchase and acquire from the Promoters, the said Premises (as defined hereinabove) without / with _____parking space, for an aggregate price of Rs. _____/- (Rupees_____

_____ only) (“**Sale Consideration**”) and upon the terms and conditions mentioned in this Agreement. Prior to the execution of these presents, the Allottee/s has / have paid to the Promoters a sum of Rs. _____/-(Rupees _____

_____ Only), being part payment of the Sale Consideration of the said Premises agreed to be sold by the Promoters to the Allottee/s as advance payment (the payment and receipt whereof the Promoters doth hereby admit and acknowledge and of and from the same doth forever release and discharge the Allottee/s forever).

56. Under Section 13 of RERA, the Promoters are required to execute a written agreement for sale of the said Premises with the Allottee/s, i.e., this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

57. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoters hereby agrees to sell and the Allottee/s hereby agree/s to purchase and acquire the said Premises.

58. The parties are desirous of recording the terms and conditions arrive at between them.

NOW IT IS HEREBY DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1.** The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
- 2.** The Promoters shall construct the Real Estate Project” being the said Building comprising of two buildings no. 1 and 2 and each comprising of two wings respectively **Wing A & Wing B and Wing C & Wing D** and each of this Wing shall be each having Stilt /Ground (Shops + Parking) + 1st – 19th floor.(here 1st floor is part parking and part Residential) (hereinafter for the sake of brevity and all wings of building no. 1 and 2 are herein after collectively referred to as “**the said Building**”) on the said Property in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the MBMC from time to time. The Real Estate Project shall have

the common areas, facilities and amenities that may be usable by the Allottee/s and are listed in the **Fourth Schedule (Part A & Part B)** hereunder written. The wings of the said Building are connected by a common podium and all facilities such as swimming pool, approach road, etc. shall be common for the occupants of all these four wings in the said Building. The said **building 1, 2, 3, 4 and 5 and all wings A, B, C, D, E, F, G, H and I** thereto being collectively named as **RNA Viva** and are connected by a common podium and all facilities such as swimming pool, approach road, etc. shall be common for the occupants of all these 9 wings in the said 5 (five) buildings and subsequent additional buildings constructed.

3. Purchase of the Premises and Sale Consideration:

(a) The Allottee/s hereby agrees to purchase and acquire from the Promoters, and the Promoters hereby agrees to sell to the Allottee/s, the Premises No.[_____] admeasuring [_____] square meters equivalent to _____square feet carpet area as per RERA without/with exclusive balcony area admeasuring _____square meters equivalent to _____ square feet on the _____ floor in the Wing “_____” of the said Building (herein above referred to as the **said premises i.e. the Premises**), as more particularly described in the **Fifth Schedule** and as shown hatched with red colour on the floor plan annexed and marked **Annexure “F”** hereto, at and for the consideration of Rs._____/i.e. Rupees_____ only.)(“the Sale Consideration”). The said Premises shall not contain any amenities within it save and except those set out in the **Fourth Schedule** hereto.

(b) As an amenity provided along with the said Premises, the Promoters have earmarked for the exclusive use of the Allottee/s car parking space (if allotted) in any arrangement in the said Building known as “**RNA Viva-I**” (herein after referred to as “**said Car Parking/s**”). In the event of allotment of the said Car Parking/s to the Allottee/s then it shall be an irrevocable amenity with/without consideration however the Allottees will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking/s by the Promoters and/or the said Society/Organization/Apex Body (as defined hereinafter) and shall pay

such outgoings in respect of the said Car Parking/s as may be levied by the said Society/Organization/Apex Body.

(c) In view of the Promoters having completed the construction up to _____ slab of the Real Estate Project in accordance with the sanctioned Plans, approvals and permissions, the Allottee/s hereby agree to pay to the Promoters, the Sale Consideration of Rs. _____/- (Rupees _____ only) plus GST/VAT, Service Tax and any other tax as applicable as follows:-

i. The amount of Rs. _____/- (Rupees _____ only) is payable within _____ days of the execution of this Agreement and

ii. The amount of Rs. _____/- (Rupees _____ only) was due on _____ and the balance amount of Rs. _____/- (Rupees _____ only) which will be due as per the terms of this Agreement, if not paid within the time stipulated under this Agreement, then this Agreement will stand automatically terminated and the amounts paid under this agreement shall be forfeited as per the terms of this agreement. Timely payment of the balance amounts is the essence of the contract.

iii. The balance amount of Rs. _____/- (Rupees _____ only)+ GST/VAT which will be due as per the installments and terms and conditions of this Agreement given herein below, if not paid within the time stipulated under this agreement, then this agreement will stand automatically terminated and the amounts paid under this agreement shall be forfeited as per the terms of this agreement. Timely payment of the balance amounts is the essence of the contract.

- a.** Received a sum of Rs. _____ (Rupees

_____ only) + GST/VAT,
Service Tax and any other tax as applicable as earnest or
deposit on the execution of these presents (the payment
and receipt whereof the Promoters do hereby admit and
acknowledge and acquit, release and discharge and the
Allotee/s from the payment and receipt whereof and every
part thereof).
- b.** Rs. _____/-(Rupees _____

_____ only) +
GST/VAT, Service Tax and any other tax as applicable (to
be paid 7 days after the completion of the Plinth).
- c.** Rs. _____/-(Rupees _____

_____ only) +
GST/VAT, Service Tax and any other tax as applicable (to
be paid 7 days after the completion of the 1st Slab).
- d.** Rs. _____/-(Rupees _____

_____ only) +
GST/VAT, Service Tax and any other tax as applicable (to
be paid 7 days after completion of the 3rd Slab).
- e.** Rs. _____(Rupees _____

_____ only) + GST/VAT, Service Tax and
any other tax as applicable (to be paid 7 days after
completion of the 5th Slab).
- f.** Rs. _____(Rupees _____

_____ only) + GST/VAT, Service Tax and
any other tax as applicable (to be paid 7 days after
completion of the 7th Slab).
- g.** Rs. _____(Rupees _____

_____ only) + GST/VAT, Service Tax and
any other tax as applicable (to be paid 7 days after
completion of the 9th Slab).

h. Rs. _____ (Rupees _____

_____ only) + GST/VAT, Service Tax and
any other tax as applicable (to be paid 7 days after
completion of the 11th Slab).

i. Rs. _____ (Rupees _____

_____ only) + GST/VAT, Service Tax
and any other tax as applicable (to be paid 7 days after
completion of the 13th Slab).

j. Rs. _____ (Rupees _____

_____ only) + GST/VAT, Service Tax and
any other tax as applicable (to be paid 7 days after
completion of the 15th Slab).

k. Rs. _____ (Rupees _____

_____ only) + GST/VAT, Service Tax and
any other tax as applicable (to be paid 7 days after
completion of the 17th Slab).

l. Rs. _____ (Rupees _____

_____ only) + GST/VAT, Service Tax and
any other tax as applicable (to be paid 7 days after
completion of the 19th Slab).

m. Rs. _____ (Rupees _____

_____ only) + GST/VAT,
Service Tax and any other tax as applicable (to be paid 7 days
after completion of the terrace Slab).

n. Rs. _____ (Rupees _____

_____ only) + GST/VAT, Service Tax and
any other tax as applicable (to be paid after completion of
the brick work & Plastering of the said building).

o. Rs. _____ (Rupees _____

_____ only) + GST/VAT, Service Tax and any other tax as applicable (to be paid after completion of the flooring and tiling of the said building).

p. Rs. _____ (Rupees _____)

_____ only) + GST/VAT, Service Tax and any other tax as applicable (to be paid on completion of the walls , internal plaster, floorings ,doors and windows of the said apartment)

q. Rs. _____ (Rupees _____)

_____ only) + GST/VAT, Service Tax and any other tax as applicable (to be paid on completion of the sanitary fittings , staircase, lift wells , lobbies upto the floor level of the said apartment .)

r. Rs. _____ (Rupees _____)

_____ only) + GST/VAT, Service Tax and any other tax as applicable (to be paid on completion of the external plumbing external plaster, elevation , terraces with water proofing of the building or wing in which the said apartment is located .)

s. Rs. _____ (Rupees _____)

_____ only) + GST/VAT, Service Tax and any other tax as applicable (to be paid on completion of lifts , water pumps , electrical fittings ,electro, mechanical and environment requirements , entrance lobbys, plinth protection , paving of areas appertain and all other requirements as may be prescribed in the agreement of the sale building or wing in which the said apartment is located .)

t. Rs. _____ (Rupees _____)

_____ only) + GST/VAT, Service Tax and any other tax as applicable being the balance amount of the purchase price to be paid by the Allotee/s to the Promoters on or before the Promoters offering possession to the Allotee/s of the

Unit hereby agreed to be allotted to the Allottee/s. Each of the aforesaid installments of the purchase price shall be paid duly and punctually without any claim or deduction, time being essence of the contract, in respect of each such installment of payments. The Allottee/s confirms that no interest in the said unit is intended to pass or shall be deemed to have passed in favour of the Allotees, until the full payment of the purchase price and all other amounts due under this Agreement shall have been fully paid up by the Allottee/s. It is specifically agreed that the proportionate price of common amenities is notional and the same is not subject to change even if the percentage of undivided share of the said Premises in the common area and facilities as listed in **Fourth Schedule (Part A)** increases or decreases the intent of the parties being that the said Premises are sold to and purchased by the Allottee/s with all the appurtenant rights. In addition to aforesaid price the Allottee/s shall be liable and agrees to pay any taxes applicable including Service Tax and Value Added Tax and interest and penalty if any due thereon to the Promoters forthwith on demand by the Promoters.

(d) In the case of advance payment received due to pre-ponement of the installments as per the payment schedule as mutually agreed between the parties, a rebate as agreed between them has been granted and consideration mentioned in this Agreement is the net consideration.

(e) The Promoters shall issue a notice to the Allottee/s intimating the Allottee/s about the stage-wise completion of the said Building including the receipt of Occupation Certificate of the said Building. The balance payment of Rs. _____/- (Rupees _____ only)

shall be made by the Allottee/s within **7 (seven) days** of the Promoters making a demand for the payment, time being the essence of the contract. The Promoters shall forward to the Allottee/s an intimation from them having carried out the aforesaid work at the address given by the Allottee/s, under this Agreement and the Allottee/s shall be bound to pay the amount of installments within 7 (seven) days, of the Promoters, dispatching an intimation under

certificate of posting at, the address of the Allottee/s as given in this Agreement. The Promoters shall keep certificate of their Architect, certifying that the Promoters have completed, the work and such certificate will be open for inspection by the Allottee/s at the office of the Promoters which shall be binding, upon the Allottee and the Allottee agree not to dispute the same

(f) The payment of the Sale Consideration by the Allottee/s in accordance with the sub-clause 3(c) herein above is the basis of this Agreement and is one of the principal, material and fundamental terms of this Agreement (time being the essence of the contract). The Promoters have agreed to allot and sell the said Premises to the Allottee/s at the Sale Consideration on the basis of the Allottee/s having agreed to pay the Sale Consideration in the manner more particularly detailed in the sub-clause 3(c) hereinabove. All the Installment/s payable with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee/s simultaneously on the execution of this Agreement.

(g) The Sale Consideration excludes other charges and taxes (consisting of tax paid or payable by way of Value Added Tax (VAT), Service Tax, Goods & Services Tax (GST) and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cess (whether applicable/payable now or which may become applicable/payable in future) including service tax, VAT, GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoters shall not be liable to bear or pay the same or any part thereof.

(h) The Sale Consideration is escalation-free, save and except / increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters

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

(i) Subject to Recital clause “52 u” the Promoters shall confirm the final Carpet Area (as defined below) that has been allotted to the Allottee/s and necessary certification to that effect shall be issued thereof, if required.

“Carpet Area” shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony / verandah / open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.

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

(k) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s and other Allotees of the Real Estate Project are listed in the **Fourth Schedule (Part A & Part B)** here underwritten. The internal fitting and fixtures in the said Premises that shall be provided by the Promoters are listed in the **Sixth Schedule** hereunder written.

(l) The Promoters have agreed to sell to the Allottee/s and the Allottee/s has/have agreed to acquire from the Promoters the said Premises on the basis of the carpet area only and the Sale Consideration agreed to be paid by the Allottee/s to the Promoters are agreed on the basis of the carpet area of the said Premises. The said Car Parking Space is being earmarked as an Irrevocable Amenity if allotted and the Sale Consideration is only in respect of the said Premises and the Promoters have neither charged nor recovered from the Allottee/s any price or consideration for the said Car Parking Space and the common areas shall be allowed to be used free of cost, without any price or consideration.

(m) The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MBMC at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee/s, obtain from the MBMC, the Occupation Certificate in respect of the Said Premises.

(n) Time is of the essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the Premises and handing over the said Premises to the Allottee/s after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that maybe usable by the Allottee/s and are listed in the **Fourth Schedule (Part A & Part B)** hereunder written. Similarly, the Allottee/s shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

(o) All payments shall be made by way of demand drafts/pay orders/ account payee cheques / RTGS / ECS/ NEFT any other instrument drawn in favour of _____

_____into the separate account as prescribed under RERA of the Promoters set out in the **Fifth Schedule** herein below. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Premises, the Allottee/s undertakes to direct such financial institution to, and shall ensure that such

financial institution does disburse /pay all such amounts due and payable to the Promoters through an account payee cheque /demand draft/pay order/wire transfer drawn in favour of/to the account of the Promoters more particularly mentioned in the **Fifth Schedule** hereunder written. Any payments made in favour of/to any other account other than as mentioned in the **Fifth Schedule** shall not be treated as payment towards the said Premises. The Allottee/s shall satisfy the Promoters either through its banker's commitment or in such other manner as shall be determined by the Promoters with regard to the security for the payment of each installment of the Sale Consideration. The Promoters shall be entitled to change the account (as set out in the **Fifth Schedule** by giving a written notice to the Allottee/s to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and/or the aforesaid financial institution in such new account.

(p) The Allottee/s is/are aware that the Allottee/s is/are required to deduct tax at source in accordance with the applicable rates as per the Income Tax Act, 1961 and the Allottee/s shall comply with the same 1961 and remit the same into the account of the Central Government and the Allottee/s shall comply with the same and in the event of non-compliance the Allottee/s hereby indemnifies the Promoters.

(q) The Allottee/s agrees and confirms that in the event of delay/default in making payment of the service tax, VAT, GST, TDS or any such taxes or amounts under this Agreement as called upon by the Promoters, then without prejudice to any other rights or remedies available with the Promoters under this Agreement, the Promoters shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and the Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the Promoters.

(r) Notwithstanding anything contained herein, the Allottee/s each payment made by the Allottee/s shall be allocated at the discretion of the Promoters, first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion of the Promoters to appropriate any amounts received from the Allottee/s towards the payment of

any Installments of the Sale Consideration or any amount that may be owed by the Allottee/s to the Promoters.

4. Other Payments:

a) On or before the receipt of the Occupation Certificate, in respect of the said Building and in any event, before possession of the said Premises is offered to him/her/them, the Allottee/s agree to pay Rs._____/ (Rupees_____

_____only) for statutory charges to the Promoters.

b) The Allottee/s declares and confirms that the payment of the said sums as stated in sub-clause 4 (a) hereinabove is over and above the Sale Consideration and also the various charges agreed to be paid by the Allottee/s and the same shall not be set off or adjusted against any other amount or amounts in any manner whatsoever.

c) The share application money, entrance fees for the Society and the Apex Body, proportionate share in formation and registration expense of the society and Apex Body, pipe gas charges shall be borne by the Allottee/s on actual basis as and when demanded by the Promoters.

d) The above amounts are not refundable and no accounts or statement will be required to be given by the Promoters to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoters. The above amounts are exclusive of applicable taxes levied from time to time and shall be borne and paid by the Allottee/s as and when required.

e) The Allottee/s hereby agrees that in the event of him seeking permission from Promoter in carrying out the internal furniture, fixtures and civil work, the Allottee/s shall pay an interest free refundable security deposit of Rs._____/ Rupees_____

_____only) to the Promoter while No-Objection is granted to him by the Promoter prior to commencement of such work and in the event of any damage to any portion/s of the said Building due to such work the same shall be recovered by the Promoter from such interest free refundable security deposit amount and it shall be mandatory upon the Allottee/s to procure all requisite permission/s of

the concerned authorities prior to commencement of such works from the concerned competent authorities at Allottee/s sole cost and risk.

5. At the time of taking possession of the said Premises, the Allottee/s shall pay to the Promoters such amount as they in their turn might have paid to the BEST/Reliance Energy Limited/Tata Power as deposit for electric meters to be fitted in the said Premises.
6. The Allottee/s hereby agrees that in the event of an amount by way of premium or security deposit is payable to the Municipal Corporation of Greater Mumbai or to the State Government or Development/ betterment charges or development Tax or Security Deposit for the purpose of giving water connection, drainage connection and electricity connection or any other Tax or payment of a similar nature becoming payable by the Promoters, the same shall be paid by the Allottee/s to the Promoters in proportion to the area of the said Premises and to determine such amount, the decision of the Promoters shall be conclusive and binding upon the Allottee/s. It is agreed that the development/ betterment charges referred hereinabove shall mean and include charges which the Allottee/s may be called upon to pay by the Promoters in respect of installation of waterline, water mains, sewerage lines, sewerage mains, electric cables, electric sub-station (if any) making and maintaining or internal roads, and access to the said property, drainage, lay out and all other facilities.
7. The Promoters have issued an Allotment Letter/EOI dated _____ to the Allottee/s in respect of the said remises. The details of the earnest money and or deposits received in pursuance of the allotment letter /LOI dated _____ are as under:

Sl.No.	CHEQUE NUMBER AND DATE	AMOUNT	RECIPT NUMBER AND DATE	REMARKS

[illegible]

8. FSI, TDR and development potentiality of the said larger property, the said property and said Building in the Disclosed Layout/Proposed Plan:

(a) The Whole Project to be constructed on said larger property is collectively known as ‘**RNA VIVA**’, and shall comprise of the buildings to be constructed / constructed namely:

- 1. RNA VIVA -I (herein “Real Estate Project”);
- 2. RNA VIVA -II;
- 3. RNA VIVA-III;

(b) The Whole Project shall comprise of three (3) separate real estate projects on portion of the said larger property as stated above shall be collectively known as “**RNA VIVA**” to be developed in three phases as follows:

Building No	Wings	Phase
1	Wing A & B	I
2	Wing C & D	
3	Wing E & F	II
4	Wing G & H	
5	Wing I	
6 onwards	Additional Wings and/or additional floors on existing buildings 1,2,3,4 and 5	III

and building 1 and 2 and all wings thereto being collectively the said Building are connected by a common podium and all facilities such as swimming pool, approach road, etc. as listed in **Fourth Schedule (Part A)** shall be common for the occupants of all these four wings in the said Building. The said building 1, 2, 3, 4, 5 plus future buildings and all wings A, B, C, D, E, F, G, H, I a plus future wings thereof are being collectively named as “**RNA Viva**” are connected by a common podium and all facilities such as swimming pool, approach road, etc. **Fourth**

Schedule (Part A) shall be common for the occupants of all these wings in the said 5 (five) buildings and new additional buildings to be constructed.

- (c) The Promoters have utilized 17400 square meters FSI in respect of the said property for construction of the said Building and the balance FSI and/or TDR and/or Fungible FSI and/or Pro-rata FSI and/or tidbit land and/or other benefits arising out of the in respect of the said larger property shall solely and exclusively belong to the Promoters and are solely entitled to entire FSI (both present and future) TDR **FSI** and/or Fungible FSI and/or Pro-rata FSI and/or tidbit land and/or other benefits arising out of the of the said larger property, save and except utilized in the said Building herein. The Promoters are entitled to utilize the full and maximum development potential (both present and future) of the said larger property (including the FSI and/or TDR FSI TDR **FSI** and/or Fungible FSI and/or Pro-rata FSI and/or tidbit land and/or other benefits arising out of the said larger property and also the balance TDR FSI potential of the said larger property) to construct as they (Owner's) may deem fit and proper in their sole discretion (herein "**Promoters entitlements**") and the Allottee/s hereby agrees, accepts and confirms that the Owners entitlement shall exclusively belongs to the Owners and the Promoters shall be exclusively entitled to development rights in respect of the 17400 square meters FSI and that the Promoters proposes to develop the Real Estate Project (including by utilization of the full development potential in respect of the said 17400 square meters FSI) and subject to the rights of the Promoters in respect of utilization of the full development potential in respect of the said Larger Property i.e. **Promoters entitlements** in the manner more particularly detailed herein and as depicted /may be depicted in the Disclosed Layout plans, Proforma/s and specifications at **Annexure "D"** hereto and Allottee/s has/have agreed to purchase the said Premises based on the unfettered and vested respective rights of the Promoters in this regard and the Allottee/s hereby gives his specific irrevocable consent for the same.
- (d) Further, the Allottee/s has/have been informed and acknowledge(s) that the total sale FSI proposed to be consumed in the construction of the said Building/s or wing/s of the said Real Estate Project may not be proportionate to the area of the physical land/foot print of the said Building or wing/s on which it is being constructed in proportion to the total area of the larger property taking into account the FSI to be

utilized for all building/s to be constructed thereon. The Promoters hereby informs the Allottee/s that the Owners in its sole discretion, may allocate such buildable FSI TDR **FSI** and/or Fungible FSI and/or Pro-rata FSI and/or tidbit land and/or other benefits arising out of the said larger property for any of the buildings being constructed on the larger property as it thinks fit and it shall be binding on the allottee/s of various flat(s)/premises/units in the said Whole Project/ such buildings (including that of the Allottee/s) and the allottee/s shall not be able to dispute the same or claim any additional FSI or buildable area in respect of any of the buildings or the larger property.

(e) The Promoters hereby informs the Allottee/s that the Promoters shall have exclusive right to utilise the additional F.S.I., TDR **FSI** and/or Fungible FSI and/or Pro-rata FSI and/or tidbit land and/or other benefits arising out of in future on the larger property and the Promoters shall have also exclusive right to utilise the T.D.R. which it may receive in future, anywhere on the said larger property and the Allottee/s shall not have or raise any objection for utilization of the said additional F.S.I. and/or T.D.R. as the case may be and for the sale of the same. The Promoter hereby informs the Allottee/s that the Promoters shall have right to amalgamate the additional lands in the said larger property/ said property for its future expansion scheme/s and the F.S.I. so released, or any additional F.S.I. and/or TDR **FSI** and/or Fungible FSI and/or Pro-rata FSI and/or tidbit land and/or other benefits arising thereof shall belong to the Promoter and he shall be entitled to utilize the same, anywhere within or out of the said larger property and/or the said property;

(f) The Promoters hereby informs the Allottee/s that the Promoters shall be entitled to consume additional and/ or balance FSI of the said property now available or which may hereafter become available, at any point of time under D. C. Rules, as amended from time to time or by reasons of any special concession being granted by the said Municipal Corporation or any other authorities including and FSI or TDR available in lieu of any acquisition or requisition or reservation or D. P. Road setback, Reservations Slum, Heritage, etc. and shall also be entitled to receive any benefit including monetary benefit or compensation as may be payable by the authorities or any other person in such respects. In the event that any additional FSI and/or TDR or floating FSI or similar right (whatever be its nomenclature) shall become available in respect of the said property and /or TDR **FSI** and/or Fungible FSI and/or Pro-

rata FSI and/or tidbit land and/or other benefits arising out of the said property and/or said larger property at any point of time in the future, the same shall continue to belong absolutely to the Promoters, who shall be entitled to take advantage and/ or benefit of such FSI and/or TDR and use or apply or consume the same on or in respect of any other property, on the said property or otherwise and the Allottee/s herein, shall not claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/ or for inconvenience and/ or of light and ventilation and/ or density and environment and/ or of water and electricity.

- (g) The Promoters hereby informs the Allottee/s that the Promoters shall be entitled to entire unconsumed, increased, additional, future and extra F.S.I. and/or TDR which may be available in respect of the said Larger Property on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality or altering, shifting, relocating, any buildable/non-buildable reservations on the said portions of said Larger Property Viz. set back area, Receiving Station and any other reservations shall absolutely and exclusively belong to and be available to the Promoters for utilization and consumption on the any part of the said Larger Property and the same shall not affect the existing development that is proposed on the portion of the said property and neither the Allottee/s nor the Organization/Apex Body/Federation shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity. The existing buildable/non-buildable reservations, open space interalia etc are shown in existing layout being Disclosed/ Proposed Layout is **Annexure “A” annexed** herewith.
- (h) The Promoters hereby informs the Allottee/s that the Promoters shall be entitled to the entire unconsumed and residual floor space index (“FSI”) in respect of the said Larger Property (including the said Property), and the entire increased, additional, available, future and extra FSI, whether by way of purchase of FSI from any authority by payment of premium or price, the change of law and policy, the purchase of transferable development rights (TDR) thereof and/or FSI which is not computed towards FSI by any concerned authority or due to proposed changes in layout by implementing various scheme as mentioned in Development

Control Regulations or based on expectation of increased FSI which may be available in future on modification of Development Control Regulations, and Development Plan 2034 which are applicable to the development of said Larger property including the said Project Land or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to the Promoter for utilization and consumption on the balance of the Said Larger property i.e. Third Phase and which shall be developed as a proposed /separate phase and the same shall not affect the existing development that is proposed on the said property and /or on the said Larger property and neither the Allottee/s nor the Organization/ Apex Body/ Federation shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

9. Possession Date, Delays and Termination:

(a) The Promoters shall give possession of the said Premises to the Allottee/s the Allottee/s on or before such date as approved by RERA and is displayed on its Website subject to a grace period of 2 (Two) years ("Possession Date"). Provided however, that the Promoters shall be entitled to an extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:

- (i) Any force majeure events;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (iii) Any stay order/injunction order issued by any Court of Law, competent authority, the SRA, statutory authority and/or competent authorities;
- (iv) Any other circumstances that may be deemed reasonable by any such Authority.

(b) The Allottee/s also accept/s acknowledge/s that as on the Date of Offer of Possession, the construction works in the said Premises shall have been completed, but that there shall, or may, be project development and construction works ongoing at such time, including in respect of the Common Areas & Amenities **as listed in Fourth Schedule (Part A & Part B)** and balance Whole Project.

(c) Notwithstanding anything to the contrary in this Agreement the Promoters shall always be entitled, in its discretion to complete any part/portion or floor of the said Real Estate Project and apply for and obtain occupation/part occupation certificate/s thereof, whereby, on the Date of Offer of Possession, the Allottee/s shall be obliged, and undertake/s, to take possession of the said Premises for occupation on the basis of such occupation/part occupation certificate which relates to the said Premises. Thereafter, the Promoters shall, without any hindrance or objection by the Allottee/s, be entitled to carry out by itself or through its contractors or otherwise all remaining development and work in respect of the said Real Estate Project and/or on the said Larger property and the Allottee/s has/have agreed for the same.

(d) If the Promoters fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee/s on the Possession Date (save and except for the reasons as stated in sub-clause 9 (a) then the Allottee/s shall be **entitled to either of the following:**

(i) Call upon the Promoters by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoters (**"Interest Notice"**), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Possession Date (**"the Interest Rate"**) on the Sale Consideration paid by the Allottee/s. The interest shall be paid by the Promoters to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the Promoters to the Allottee/s;

OR

(ii) The Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoters by Courier/E-mail/ Registered Post A.D. at the address provided by the Promoters (**"Allottee/s Termination Notice"**). On the receipt of the Allottee/s Termination Notice by the Promoters, this Agreement shall stand terminated and cancelled, the Allottee/s shall execute necessary Cancellation Deed and register the same with the Office of Sub-Registrar of Assurance to effect the termination and cancellation of this Agreement. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoters/ registration of Cancellation Deed by the Allottee/s whichever is later, the Promoters shall refund to the

Allottee/s the amounts already received by the Promoters under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (**"Interest Rate"**) to be computed from the date the Promoters received such amount/part thereof till the date such amounts with interest at an Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoters (as stated in this clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoters and/or the said Premises and/or said Car Parking/s and the Promoters shall be entitled to deal with and/or dispose off the said Premises and/or the said Car Parking/s in the manner it deems fit and proper in their sole discretion.

(e) In case if the Allottee/s elects his remedy under sub-clause 9(d) (i) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under Clause 9 (d) (ii) above.

(f) If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoters interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% **thereon ("Interest Rate")**, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at an Interest Rate.

(g) Without prejudice to the right of the Promoters to charge interest at the Interest Rate mentioned at sub-clause 9 (f) above, and any other rights and remedies available to the Promoters, any of the following events shall constitute an event of default of the Allottee/s (**"Events of Default"**):

(i) on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including but not limited to his/her/its proportionate share of taxes levied by concerned local authority and other outgoings);

(ii) The Allottee/s committing three **defaults of payment of installments** of the Sale Consideration,

(h) Upon occurrence of an Event of Default, the Promoters shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s; Provided that, the Promoters shall give notice of 15 (fifteen) days in writing to the Allottee/s (“Default Notice”) by Courier/E-mail/Registered Post A.D.at the address provided by the Allottee/s; of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement.

(i) If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoters within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoters shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s (“Promoters Termination Notice”),by Courier/E-mail/Registered PostA.D.at the address provided by the Allottee/s; On the receipt of the Promoters Termination Notice by the Allottee/s, this Agreement shall stand terminated and cancelled.

(j) On the termination and cancellation of this Agreement in the manner as stated in sub-clause 9 (i) above:

(i) A termination cum Cancellation Deed shall be executed and registered with the Office of Sub-Registrar of Assurance in confirmation of this Agreement for Sale having being cancelled and terminated between the Promoters and the Allottee/s in all respect at the cost of the Allottee/s including the cost of stamp duty and registration charges.

(ii) The Promoters shall be entitled to retain the following amounts (“**Liquidated Damages**”) as predetermined Liquidated Damages which the Allottee/s agree, confirm and acknowledge, constitute a reasonable genuine and agreed pre-estimate of Liquidated damages that will be caused to the Promoters, and that the same shall be in the nature of liquidated damages and not penalty:

(a) An amount equivalent to the earnest and deposit money and 50% of all other amounts already paid by the Allottee/s

along with taxes to the Promoters shall absolutely stand forfeited.

AND

(b) in case of any brokerage being paid with respect to the booking or allotment of the said Premises, then in addition to the amount mentioned in sub-clause 9(j)(ii)(a) the brokerage paid together with applicable taxes thereon shall also be forfeited.

(c) Irrespective of disputes if any, which may arise between the Promoters and the Allottee/s, all amounts contributions and Deposit, including amounts payable by the Allottee/s to Promoters, under this Agreement, shall always be paid punctually by the Allottee/s, to the Promoters on its respective due dates and shall not be withheld, by the Allottee/s for any reason whatsoever.

(d) Any delay or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or relaxing the payment schedule or any installment thereof by the Promoters shall not be construed as a waiver on the part of the Promoters;

(iii) If the Allottee/s neglects, omits, or fails for any reason whatsoever to pay the Promoters any of the amounts due and payable by the Allottee/s under the terms and conditions of this Agreement (whether before or after the delivery of possession) within the time herein specified or if the Allottee/s shall in any other way fail to perform or observe any of the covenants and stipulations on his/her/their part herein contained or referred to then without prejudice to the right to receive interest as specified hereinabove. If such payment defaults are there then the Promoters shall at its own option may terminate this Agreement provided that Promoters shall give notice of 15 (fifteen) days in writing by registered post AD at the address provided by the Allottee/s and email provided by the Allottee/s of an intention to terminate this Agreement and of specific breach of the terms and conditions of which it is intended to terminate the Agreement if the Allottee/s fails to rectify the breach or breaches mentioned by the Promoters within period of the notice then at the

end of such notice period, the Promoters shall be entitled to terminate this Agreement provided further that upon termination of Agreement as aforesaid the Promoters shall refund to the Allottee/s, subject to recovery of pre determined liquidated damages mentioned in clause sub-clause 9 (j) (ii) above , within a period of 30 (thirty) days from the date of registration of deed of cancellation of this Agreement with the office of Sub Registrar, Assurance. This Agreement shall cease and stand terminated and the earnest and/ or deposit money and 50% (Fifty percent) of all other amounts already paid by the Allottee/s plus brokerage paid with respect to the booking or allotment of the said Premises to the Promoters shall absolutely stand forfeited. The Allottee/s hereby agrees to the forfeiture of all his right, title and interest in the said Premises to the Promoters and it shall be without prejudice to any other rights, remedies and claims whatsoever at law or under this Agreement of the Promoters against the Allottee/s. The cost and expenses of Deed of Cancellation including Stamp Duty and Registration charges shall be borne by Allottee/s which shall be deducted by the Promoters from the amount refundable to the Allottee/s and the Allottee/s hereby irrevocably agrees and accepts the same.

(iv) The Promoters shall refund the balance, if any, without interest only after deducting and/or adjusting from the balance amounts, Service Tax, VAT, GST and/or any other amount due and payable by the Allottee/s and/or paid by the Promoters in respect of the Sale Consideration.

(v) The Allottee/s shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the Promoters or in respect of the said Premises or the Aggregate Areas or the said Car Parking Space or any part thereof or the common areas and facilities as listed **Fourth Schedule (Part B)** and limited common areas and every part thereof and the Promoters shall be entitled to deal with and dispose of same to any other person/s as the Promoters deems fit in its sole and absolute discretion without any further act or consent from the Allottee/s and/or any notice or reference to the Allottee/s.

10. Procedure for taking possession:

(a) Upon obtainment of the Occupancy Certificate from the MBMC and upon payment by the Allottee/s of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoters shall offer possession of the said Premises to the Allottee/s in writing ("**Possession Notice**"). The Allottee/s agrees to pay the maintenance charges as determined by the Promoters or the Society, as the case may be after the free maintenance period of two years as stated herein below. The Promoters on its behalf shall offer the possession to the Allottee/s in writing within 7 (seven) days of receiving the Occupancy Certificate of the Real Estate Project.

(b) The Allottee/s shall take possession of the said premises within fifteen (15) days of the Promoters giving written notice to the Allottee/s intimating that the said premises is ready for use and occupation.

(c) Upon receiving the Possession Notice from the Promoters as per sub-clause 10(b) hereinabove, the Allottee/s shall take possession of the said Premises from the Promoters by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoters, and the Promoters shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the Premises within the time provided in sub-clause 10(b) above, the maintenance charges for the first 24 (twenty four) months from the date of possession or expiry of 15 (fifteen) days of the Possession notice whichever is earlier shall be borne and paid by the Promoters and thereafter such Allottee/s shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoters.

(d) The maintenance charges for the first 24 (twenty four) months from the date of possession or expiry of 15 (fifteen) days of the Possession notice whichever is earlier shall be borne and paid by the Promoters and thereafter the Allottee/s shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses

necessary and incidental to the management and maintenance of the Real Estate Project as may be levied by the MBMC or other concerned local authority and/or Government. Until the Society is formed and the Society Transfer is duly executed and registered, the Allottee/s shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters at its sole discretion. The Allottee/s further agrees that till the Allottee/s's share is so determined, the Allottee/s shall pay to the Promoters provisional monthly contribution per month towards the outgoings. The Allottee/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly atleast one (1) year in advance and shall not withhold the same for any reason whatsoever. The above mentioned payment does includes payment towards maintenance and other charges for the services that may be rendered like Indoor Games, Gymnasium, Club House, Multipurpose Hall and/ or carry on such other activity or activities for 24 (twenty four months from the date of possession or expiry of 15 (fifteen) days of the Possession notice whichever is earlier and thereafter such Allottee/s shall continue to be liable to pay maintenance charges and all other charges with respect to the services that may be rendered like Indoor Games, Gymnasium, Club House, Multipurpose Hall as applicable and as shall be decided by the Promoters from time to time in its sole discretion. The Allottee/s shall pay for such services as availed by the Allottee/s separately alongwith applicable Service Tax/GST, and any other tax payable on the same.

11. It is further clarified that in the event the Promoters obtains the Occupation Certificate in respect of the said Premises and offers the Allottee/s to take possession of the said Premises prior to the Possession Date (as defined herein below), then in such case the Allottee/s agrees that the Promoters shall be entitled to demand the outstanding installments of the Sale Consideration and the Allottee/s agrees and undertakes to pay the same, without any delay and/or demur.

a. Under no circumstances the Allottee/s shall be entitled to the possession of the premises unless and until all payments required to be made under the Agreement by the Allottee/s have been made to the Promoters and other obligations, terms and conditions agreed by the Allottee/s and mentioned in this Agreement are carried out fully by the Allottee/s.

b. The Promoters shall not be liable for any loss caused by fire, riot, strikes, earthquakes or due to any other cause whatsoever after 15 (fifteen) days of offering the possession or receipt of Occupation Certificate (OC) whichever is earlier ,of the premises to the Allottee/s.

12. The Promoters states that as per Section 171 of the Central Goods and Services Act, the Anti-Profiteering Rule 2017, or any other law that may be applicable, any reduction in rate of tax on any supply of goods or services or the benefit of the input tax credit under GST or otherwise, has been passed on to the recipient by way of commensurate reduction in prices. The same has already been adjusted/ credit of benefit due to GST or otherwise is given in the value of agreement executed. Hence, it is mutually agreed that, the Allottee/s is/are not eligible for any further rebate on price under GST or otherwise.

13. If within a period of 5(five) years from the date of handing over the said Premises to the Allottee/s, or OC whichever is earlier, the Allottee/s brings to the notice of the Promoters any structural defect in the said Premises or the said Building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoters, a compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoters shall not be liable for any such defects if the same have been caused by reason/s of the willful default and/or negligence of the Allottee/s and/or due to modifications carried out by the Allottee/s in violation of this Agreement and/or RERA and/or any other applicable law provision/s and/or any other Allottee/s in the Real Estate Project.

14. Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Premises of and in specific the structure of the said unit/wing/phase of the said Building which shall include but not limit to columns, beams etc., or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoters the defect liability shall automatically become inoperative. The word 'defect' here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of

the Promoters, and shall not mean defect/s caused by normal wear and tear and by negligent use of the said Premises by the Occupants, vagaries of nature etc.

15. Further where the manufacturer warranty as shown by the Promoters to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said unit/Building/phase /wing/Disclosed Layout, and if the annual maintenance contracts are not done/renewed by the Allottee/s and/or the Society and/or the Apex Body, and the Promoters shall not be responsible for any defects occurring due to the same.

16. That the Real Estate Project and the Whole Project as a whole is being conceived, designed and constructed based on the commitments and warranties given by various vendors /manufacturers that all equipments, fixtures, and fittings shall be maintained and covered by maintenance/ warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the units and the common project amenities as listed in **Fourth Schedule (Part A and Part B)** wherever applicable.

17. That the Allottee/s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the units/ Building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree Celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

18. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be solely decided by the Promoters Project Architect who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structure built of the units/phases/Building/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

19. If the said Building or any part thereof gets demolished and/or gets damaged on account of any act of God including earthquake, riots, floods or any other natural calamity, act of enemy, war or other causes beyond the control of the Promoters, such losses and damages incurred to the structure, after the 15 days from the date of offer of possession of the said Premises or handing over to the Allottee/s whichever is earlier will be fully sustained by

the Allottee/s along with the allottee of other units and the Promoters shall not be responsible for such loss/damage. The Allottee/s shall have to make good the loss so sustained by them;

20.The Allottee/s/s shall use the said Premises or any part thereof or permit the same to be used only for purpose of residence only. The Allottee/s shall use the car parking space only for purpose of parking vehicle.

21. Facility Manager

(a) The Promoters have the right and can enter into contract with any third party/agency for the purpose of maintenance and upkeep of the said property and/or said larger property and/or the said Building, such decision shall be final and binding until the lease deed in respect of the said property and/or the said larger property and/or the said Building is executed in favour of the Society and/or the Apex Body. Thereafter, subject to the provisions of the Clause 22 below, the Society and /or the Apex Body shall be entitled to undertake the maintenance of the said property /the said Building and/or the said larger property and/or the said building or any part thereof in the manner it was handed over save and except normal wear and tear thereof. The Promoters may also formulate the rules, regulations and bye-laws for the maintenance and upkeep of the said Building and /or the said property and/or the said larger property and the Allottee/s hereby agree and undertake to abide and follow and not to deviate from any of the provisions of such rules, regulations and bye-laws.

(b) The Promoters shall have the right to designate any space on the said property and/or the said Building or any part thereof 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 said Building. The Promoters shall also be entitled to designate any space on the said property and and/or in the terrace of the said Building to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Building and/or in any other buildings and/or the said property.

(c) Notwithstanding any other provision of this Agreement, the Promoters have right to and shall be entitled to nominate any person ("**Facility Manager**") to manage the operation and maintenance of the said Building,

common amenities and facilities **Fourth Schedule (Part A and Part B)** on the said property/Larger property after the completion of the development of the said Larger property. The Promoters have the authority and discretion to negotiate with such Facility Manager 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 Facility Manager shall be borne and paid by the residents/Allottee/s/occupiers of the units in the said Building in the manner as may be determined by the the Promoters, as part of the development and common infrastructure charges referred to herein in accordance with the term of this Agreement. Such charges may vary and the Allottee/s agrees that it shall not raise any dispute regarding the appointment of any such Facility Manager by the Promoters or towards the maintenance charges determined by such agency and/or the Promoters. It is agreed and understood by the Allottee/s that the cost of maintenance of the said Building shall be borne and paid by the Allottee/s of the units/ premises in the said Building alone; save and except for the initial period of 2 (two) years which shall be maintenance free as stated herein.

(d) The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoters and/or the Facility Manager, including without limitation, payment of the Allottee/s'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 Building constructed thereon as listed in **Fourth Schedule (Part B)**, save and except for the initial period of 2 (two) years which shall be maintenance free as stated herein.

(e) The Promoters and/or any professional agency appointed by it shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the said Building and/or the said property and that the costs and expenses together with applicable taxes thereon for the same shall be borne and paid by the Allottee/s as may be determined by the Promoters and/ or such professional agency, save and except for the initial period of 2 (two) years which shall be maintenance free as stated herein.

22. Formation of the Society & Apex Body:

(A) Society Formation

i) The Promoter shall submit an application to the Competent Authorities to form a co-operative housing society/ Limited Company/ Condominium to comprise solely of the Allottee/s and other Allottee/s of the units/ premises in the said Building, under the provisions of the Maharashtra Co- operative Societies Act, 1960/2013 as amended or any other Act that is applicable and the Rules made thereunder, read with RERA and the RERA Rules. The Promoter reserves its right to form one or more Co-operative housing societies/ limited company/ condominium.

ii) The Allottee/s shall, along with other Allottee/s of premises/ units in the Real Estate Project, join in informing and registering a co-operative housing society/ limited company/ condominium under the provisions of the Maharashtra Co- operative Societies Act, 2013 or such other act as may be applicable and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the Allottee/s of the premises in the Real Estate Project alone shall be joined as members (“the Society”).

(iii) For this purpose, the Allottee/s shall, from time to time, sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/ final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

(iv) The name of the Society shall be solely decided by the Promoter.

(v) The Society shall admit all Allottees of flats and premises the said Building as members, in accordance with its bye- laws.

(vi) The Promoters shall, even after formation of the said Society be entitled to deal and dispose off such unsold units/ tenements/ commercial premises/ parking spaces as per its choice and on such terms and conditions and consideration as the Promoters may deem fit

and proper.

(vii) The Promoter shall be entitled, but not obliged to, as a member of the Society in respect of the unsold premises in the Real Estate Project, if any.

(viii) Post the execution of the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee/s shall extend the necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

(ix) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society, including in respect of (a) any documents, instruments, papers and writings (b) professional fees charged by the Advocates & Solicitors engaged by the Promoters for preparing, drafting and approving all such documents, shall be borne and paid by the said Society and their respective members/intended members including the Allottee/s, as the case may be, and the Promoters shall not be liable towards the same.

(x) In the event of the said Society being formed and registered before the sale by the Promoters of all the premises in the said Building as aforesaid and such Society assumes the power to manage the said Building then in such circumstances the power and authority of the Society so formed shall be subject to the overall authority and rights and control of the Promoters over all and any of the matters concerning the said Building and in particular the Promoters shall have absolute authority and control as regards the unsold premises and the disposal thereof. Furthermore upon formation of such Society and assuming the power to manage the said Building then in such circumstances any act of negligence including fire, collapse of the said Building and/or any problems that arise due to willful, default, negligence and/or non-performance of the person/s and/or the said Society maintaining and managing the said Building then in that event only such person/s and /or the said Society shall be responsible for the same and the Promoters shall not be made responsible for the same.

(xi) Till the entire development of the said Property/ larger land (including additional lands) to its full development potential has been completed in all respects, the Allottee/s/ the Society shall not interfere

in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities as listed in **Fourth Schedule (Part B)** to be provided and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard and the Allottee/s shall not hinder or obstruct the Promoter in this regard or in the exercise by the Promoter of its aforesaid rights.

(xii) The name of the building constructed on the said property shall always be **“RNA VIVA-I”** and subject to the approval of the Registrar of Co-operative Societies or companies, the name of the Society or the company to be formed shall bear the said name or shall be preceded by the words or to that effect and the same shall not be changed without the written consent of the Promoters.

(B) Formation Of The Apex Body:-

(i) Within a period of 3 (three) months from the obtainment of the Occupation Certificate of the last building in the layout of the said larger land and the said **Proposed Layout/Disclosed Layout**, the Promoter shall submit application/s to the Competent Authority to form a federation of societies comprising the Society and other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960/2013 and the Rules made thereunder as amended from time to time, read with RERA and the RERA Rules (“Apex Body”);

(ii) The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of **(a)** any documents, instruments, papers and writings, and **(b)** any professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members / intended members, and the Promoter shall not be liable towards the same.

23. Common Area:

(a) The Allottee/s hereby agrees that save and except the common areas and facilities hereunder written in the **Fourth Schedule Fourth Schedule (Part A)** and if opted for other facilities listed in **Fourth Schedule (Part B)** in the said Real Estate Project and the amenities provided and the fixtures, fittings and amenities in the said Premises as set out in **Sixth Schedule** respectively, the Allottee/s shall not have any right, title or interest in any other common areas and facilities, fixtures, fittings and amenities nor shall claim any such rights in the said Building and/or the said property or the said larger property and in buildings constructed thereon.

(b) The Allottee/s undertakes not to cause any impediment/obstruction to the Promoters to commercially exploit either by itself or through any third party, any of such common areas and facilities, fixtures, fittings and amenities, which are not specified in the **Fourth Schedule (Part A)** and the amenities respectively.

(c) It is expressly agreed that the Allottee/s shall be entitled to the common areas and facilities appurtenant with the said Premises and the nature, extent and description of such common areas and facilities and percentage of undivided interest which the Allottee/s shall enjoy in the common areas and facilities appurtenant to the said Premises agreed to be sold is set out in **the Fourth Schedule (Part A)** hereunder written.

(d) Notwithstanding what is contained herein to the contrary, it is expressly agreed between the Promoters and the Allottee/s that the Promoters shall be entitled to utilize and enjoy either personally or through any nominee/s all area of areas forming part of the said property and/or the said larger property as may be available from time to time including areas reserved for recreation etc. by utilizing the same as the Promoters may deem fit and the Promoters inter-alia will be entitled to construct Indoor Games, Gymnasium, Club House, Multipurpose Hall, display or advertisements or hoarding construction and structures etc. and/ or carry on such other activity or activities as the Promoters may desire on professional and/ or commercial basis and the ownership of such spaces, services, display places, construction and structures including right to own, manage run and conduct such area or areas or structure or

structures with right to transfer or assign benefit thereof and to recover and appropriate consideration received there from including from the day to day business thereof shall be that of the Promoters alone exclusively and the Allottee/s shall have no right thereto either in his individual capacity or through the said Society. The Allottee/s doth hereby declares and confirms for the sake of clarity that the ownership of all such area or areas and construction by way of Indoor Games, Gymnasium, Club House, Multipurpose Hall, display or advertisements or hoarding construction and structures etc. and/ or carry on such other activity or activities shall belong to the Promoters alone exclusively and the Allottee/s shall have no right to the same in any manner whatsoever, save and except the right to use subject to payment of the periodic charges of such use as may be levied by the Promoters in their sole discretion.

(e) Notwithstanding what is contained herein to the contrary it is expressly agreed between the Promoters and the Allottee/s that the Promoters shall be entitled to utilize and enjoy either personally or through any nominee all areas forming part of the said larger property as may be available from time to time by utilizing the same as the Promoters may deem fit and the Promoters interalia will be entitled to construct Indoor Games, Gymnasium, Club House, Multipurpose Hall, display or advertisements or hoarding construction and structures etc. and/ or carry on such other activity or activities as the Promoters may desire and permitted by Municipal Corporation of Greater Mumbai in accordance with the DCR within the building/s premises or as a separate independent structure within the complex. The Promoters shall grant a long term lease of 30 (THIRTY) years to an independent entity of such Indoor Games, Gymnasium, Club House, Multipurpose Hall, display or advertisements or hoarding construction and structures etc. and/ or carry on such other activity or activities and, to be co-terminus with the lease of such portion of land to be granted by the Promoters to the Society in accordance with the terms of this Agreement, to run and operate the Recreation center, Indoor Games, Gymnasium, Club House, Multipurpose Hall, display or advertisements or hoarding construction and structures etc. and/ or carry on such other activity or activities on the terms and conditions contained in the lease deed. The lessee shall be made a member of the Society and none of the Allotees of units and/or the Society shall object thereto. Such lessee of the Indoor Games, Gymnasium, Club House, Multipurpose Hall,

display or advertisements or hoarding construction and structures etc. and/ or carry on such other activity or activities and shall have the same right as that of any other members and the lessee shall have the exclusive right on the area or areas inter-alia constructed by way of Indoor Games, Gymnasium, Club House, Multipurpose Hall, display or advertisements or hoarding construction and structures etc. and/ or carry on such other activity or activities and shall belong to the lessee. The Allottee/s and/or the Society shall have no right to the same in any manner whatsoever. The lessee shall have the right to sub-lease and assign the lease rights in respect of the Indoor Games, Gymnasium, Club House, Multipurpose Hall, display or advertisements or hoarding construction and structures etc. and/ or carry on such other activity or activities, the Allottee/s shall have no right thereto either in its individual capacity or through the Society.

(f) The Society or the Association of the Allotees shall not be entitled to charge the Promoters, or their nominee or transferee any amount by way of rent or compensation or premium or monthly maintenance charges or any other charges or outgoings for use of Indoor Games, Gymnasium, Club House, Multipurpose Hall, display or advertisements or hoarding construction and structures etc. and/ or carry on such other activity or activities for the purpose mentioned hereinabove.

(g) All open spaces, lobbies, staircases, etc in the said Building shall remain the property of the Promoters and will be subject to the continuous use and occupation by the Promoters.

(h) It is expressly agreed and the Allottee/s is/are aware that as a result of changes in the building plans of the said Building the share of the said Premises in the said common areas and facilities may increase or decrease. The Allottee/s hereby expressly consents to such changes in the said share and hereby expressly authorize the Promoters to so increase or decrease the said share of the said Premises in the said common areas and the facilities of the said Building and/or the said Property and the Allottee/s hereby irrevocably agree/s to accept the said share as changed as aforesaid.

25. Terraces and common areas construction and display and other rights:

a. It is further clarified that the terraces on the top floor or there above and other common areas shall be the property of the Promoters until the said structure of the said Building is transferred to the Society or the Association of the Allotees or Limited Company or other body and until the said Larger Property is transferred to the Apex Body / Federation as hereinbefore mentioned.

It is hereby expressly agreed that the terrace above the top floor on the said new building shall always belong to the Promoters alone who shall be entitled to deal with and dispose off the same in such manner as they may deem fit and proper.

b. The Promoters rights to the said terraces shall include rights to construct additional floor or floors on the said Building/s starting from the said terrace as the base level at any time in the future by utilizing the FSI and/ or TDR or any other rights in respect of the said property or in respect of Larger Property or in respect of adjoining properties or in respect of any other properties on the said Larger property as may be extended, amalgamated and/or merged by the Owners from time to time.

c. The Promoters rights to the said common areas and the flower beds shall include rights to erect and install such structures as will enable the installation of hoardings and objects for display and advertisement of any product or services and to deal with such facilities so created in any manner as is deemed fit by the Promoters without any recourse to the Allottee/s and without payment of any charges or fees for the use of the same by himself or by any person or persons of his choice.

d. The Allottee/s do hereby give their irrevocable consent and no objection to the Promoters, for carrying out any such additional construction on the said terraces or otherwise to construct new building/s or structures in or upon any part of the said property and /or said Larger Property and for erection and installation of the said display facilities in the said common areas.

e. It is further agreed that the Allottee/s in the said Building or their employees, contractors or agents, shall be entitled to enter upon or have access to the said terraces or any part thereof, save and except for the limited purpose of attending to the water tank for the purpose of cleaning or carrying out repairs thereto. The Allottee/s hereby further gives irrevocable consent to the demolition, removal and relocation of the water tank or any other articles for the time being, to carry out such additional constructions.

f. The lift room and water tank shall be located on the terrace above the top floor of the said Building the said terrace is agreed to be left open to the sky for further and additional construction thereon by the Promoters in future at any stage and/ or time.

g. The Promoters shall be entitled to construct premise/s with or without pocket terraces and/ or garden and shall be entitled to sell the same on ownership basis and/ or otherwise dispose off the same. The Allottee/s shall not be entitled to raise any objection of whatsoever kind or nature and shall not have any claim, right, title or interest therein.

h. Such premises when sold and/ or allotted and/ or earmarked by the Promoters to the Allottee of such premises, the Allottee of such premises shall be exclusively entitled to the use of the terraces or garden or open spaces sold and/ or allotted to him. Provided however that the said terrace and/ or garden space shall not be enclosed by the Allotees till the permission in writing is obtained from the concerned local authority.

i. It is further expressly clarified, agreed and understood by and between the parties hereto that the terrace above the top floor of the said Building ,terraces ,flower beds and open areas of the buildings and compound ,not specifically allotted to the Allotees, shall always absolutely and exclusively belong to the Promoters and the Promoters have full right, absolute authority, and unfettered discretion to deal with the same and use the same in any lawful manner, including for putting up and displaying hoarding/ advertisements thereon, or putting up AC plant, Meter Rooms any overhead water tank/s etc. and/ or to install Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc.

j. The Promoters shall not be liable to pay any compensation, amount or charges whatsoever in respect of such additional construction or for putting up the hoardings/ advertisements thereon, or putting up AC Plant, Meter Rooms, any overhead water tank/s etc. and/ or to install Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc to the Allottee/s who shall not at any time raise any dispute or objection in this regard.

k. The said terraces of the said Building including the parapet walls shall always be the property of the Promoters who shall be entitled to use the parapet wall for any purpose including the display of advertisements and sign boards and the Allottee/s shall not be entitled to raise any objection or ask for any payment or concession of whatsoever nature on the ground of inconvenience or any other ground whatsoever.

25. Pocket Terrace:

i. The Allottee/s has/have been informed that the Allottees of various flats/ premises on the various floors have been granted the exclusive usages of the pocket terraces attached thereto and the Allottee/s hereby agrees and confirms that he is not entitled to use the said pocket terraces in the said Building and confirms that he has no objection to such usage by the respective Allottees of such premises and covenants that the same shall be for the exclusive use and benefits of the Allottee/s of the said premise/s including such use of the respective terrace by the Allottee/s herein and hereby consents to the grant of exclusive usage of the said pocket terraces to the respective Allottee/s of the said premises and hereby states, declares and covenants that the Allottee/s will not have any right to use or have any claim right, title or interest of whatsoever nature in the said pocket terraces, save and except that of any such pocket terrace/s wherein he has been allowed to be use by him herein.

ii. It is agreed that the aforesaid right in favour of the Allottee of the said premises with the pocket terraces shall represent a covenant running with the said property and shall from part of the lease deed of the said property and the said Building in favour of the said Society.

iii. It is also understood and agreed by and between the parties hereto that the said pocket terraces shall be allowed for the use to the respective Allottee of the premises adjoining to them and such terraces are intended for their exclusive use. The said terrace however shall not be enclosed by such Allottee till the permission in writing is obtained from the concerned local authority.

26. Advertisements hoardings display space and installations:

a. The Promoters have informed the Allottee/s about their intention to own, retain and use and/or to sell, lease or give on license or otherwise deal with or dispose of the rights of use, enjoyment and commercial exploitation of the terraces on or above the top floor, parapet walls of such terraces, the side walls of the said Building, the foyer, lounge and lobbies inside the said Building and the flower beds in the compound (hereinafter collectively referred to as the 'said display space').

b. The Promoters have also informed that the said display space may be put to any use by him or his nominee or the persons acquiring the rights therein from the Promoters for the purposes of installation of such devices as will enable the transmission and/or reception of electric or electronic signals and data including cellular telecommunication relay stations etc. and/or for any other purpose including for erecting and installing and/or allowing installation of antennas, boosters and other equipment by laying cables from ground level of the terrace on or above the top floor for facilitating relay of cellular communications, radio pager services and satellite and other communications, provide cable network services for television and other communications by any and all means and devices and/or advertisement which includes hoarding and display by way of painted boards, sign boards as well as including electric, laser and/or neon signs, etc. and neon lights and allied purposes.

c. The buyer or Licensee of said display space where possible shall install a separate electric meter for neon lights and shall alone bear and pay taxes and electric charges pertaining to the said display space and the Allottee/s shall not take any objection

for the same. The actual outgoings incurred or payable in respect of the said display space will be the sole responsibility and/or liability of the buyer or licensee or user of the said display space.

d. On payment of such charges the buyer or licensee or the user of the said display space, shall not be liable to contribute any amount, whatsoever for maintenance or otherwise of said Building/s it being clearly understood that he shall be responsible solely for his own municipal taxes and electricity charges.

e. The Promoters have informed the Allottee/s and the Allottee/s hereby confirms that the Promoters and or his nominee or licensee are entitled to put up the said display and to exploit the same commercially.

f. The Promoters for the above stated objectives may enter into suitable arrangement/s or agreement/s with any person/s and allot to such person/s for commercially exploiting the said display space on such terms and conditions as the Promoters may deem fit and to receive/ collect for themselves such consideration including sale price, rent, compensation, fees, etc. thereof from such persons who will be permitted at all times to bring in and install equipment, ancillaries, facilities and also to install separate electric and other meters and to lay cables, carry out fabrication work, civil work and other things necessary for such installation but entirely at their own cost, risk and expenses.

g. The Allottee/s undertakes not to cause any impediment/obstruction to the Promoters respectively to commercially exploit either by himself or through any third party, any of such display space common areas and facilities, fixtures, fittings and amenities, which are not specified in the **Fourth Schedule (Part A)**.

h. The Allottee/s further undertakes to indemnify the Promoters or any third party claiming through them for any loss or damage including opportunity cost and loss of business suffered during the period such impediment/obstruction caused by the Allottee/s continues. If the Promoters or any third party claiming through them fails to commercially exploit the same, due to any suit or

proceeding instituted by the Allottee/s and such suit or proceedings is/are decided against such Allottee/s the duration of such suit or proceeding, unless otherwise directed by the Court/other authority before whom such suit/proceedings are instituted would be construed as impediment/ obstruction to the commercial exploitation of the said display space and common areas and facilities, fixtures, fittings and amenities including as stated in the **Fourth Schedule- Part B** respectively.

i. The Promoters shall have the right to be a member of the said Society and acquire shares of such Society where required by the law on the same terms and conditions as are applicable to the other Allottee/s of the premises in order to enable the Promoters to own and/or deal with the said display space.

j. The Allottee/s shall not have any rights to vote on any issues concerning the said display space.

27. Transfer to the Society:

(a) The Allottee/s hereby acknowledge(s) and agree(s) that the said building R.N.A Viva -I is a part of a larger integrated project consisting of three phases having various buildings including the **said Building RNA Viva- I**. The Larger property and the said **Building RNA Viva- I** along with common area facilities and amenities for the Whole Project shall be transferred to a common society / apex body not be later than 3 (three) months from the date of completion of the last building in the Proposed Layout / Disclosed Layout and receipt of occupation certificate in respect thereof OR handover of all the Flats in the said last building in the Proposed Layout / Disclosed Layout to respective allottee/s of the said last building(s)/Wing(s) whichever is later, vide a registered indenture of lease for a period of 30 years in accordance with the applicable law/s. The Promoters shall also take all steps/cause transfer, either by way of lease or otherwise, as may be permissible under applicable laws, of all their right, title and interest in the Building in favour of the Society ("**Society Transfer**"). The Society shall be required to join in execution and registration of the Society Transfer.

(b) The larger property is owned by the Promoters and upon completion of the entire development of the said larger property including the completion of development on the additional lands amalgamated , merged, etc by utilizing the entire FSI/TDR that may be permitted to be utilized therein in accordance with D.C. Regulations that may be in force from time to time, the Promoters have informed the Allottee/s that the Promoter shall collectively and /or singly respectively lease the portion/s of the larger property including the said property but excluding land beneath the buildable and non-buildable reservations to be handed over to the Authorities in favour of the Society/Apex Body formed of the association of all building/s constructed on the said larger land. The Allottee/s hereby agree(s) that he/she/it has understood the provisions of this clause and hereby gives his/her/its unequivocal consent for the same. The Allottee/s hereby agree(s) and confirm(s) that till lease/assignment of the buildings and underlying land/said property and/or larger property to the respective society, association or Apex body (as the case may be), the Allottee/s shall continue to pay all the outgoings as imposed by MBMC and / or concerned authorities and proportionate charges to the Promoter from time to time. It is clarified that presently the transfer is proposed to be effectuated in accordance with the discretion of the Owners as per rules and regulations framed by MBMC and/or other authorities in this regard.

(c) Till a Lease/Assignment of the said property and/or larger property and the lease/assignment of the Building in which Flat is situated is executed in favour of the society/ Apex Body or federation, the Allottee/s shall permit the Promoters and their respective surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said larger land or any part thereof to view and examine the state and condition thereof.

(d) It is clarified that the Promoters are the owners of the said larger property and have or hold the rights to convey or grant the lease/ conveyance/ assignment/ transfer in respect of the said larger property or any portion thereof in favour of the Society an/or Apex Body and accordingly, it is clarified that the only obligation of the Promoters in this regard shall be to make the transfer as aforesaid in favour of the Society/ Apex Body. The proposed lease deed and/or

conveyance and/or assignment or other instrument of transfer in favour of the Society/ Apex Body shall be for the period of 30 (thirty) years. All the costs, charges and expenses, penalties, goods and service tax and other central government/state government taxes imposed, including but not limited to stamp duty and registration fees in respect of such documents/ instruments for effectuating the aforesaid transfer shall be borne and paid by the Society/ Apex Body and the Promoters shall not be liable to bear and pay any amounts towards the same.

(e) The Allottee/s has/have understood the aforesaid scheme as envisaged by the Promoters regarding the aforesaid transfer in favour of the Society/Apex Body; and the Allottee/s hereby agree/s and undertake/s with the Promoters that the Allottee/s shall never hold the Promoters responsible or liable in the event of delay in respect of the said lease deed execution due to for the reasons beyond their control. Moreover, the execution of the documents for effectuating the transfer in favour of the Society shall as envisaged by the Promoters and subject to the provisions of applicable laws and DCR provisions and the Allottee/s hereby agree/s and undertake/s that the Allottee/s shall not challenge or raise a dispute with regard to any of such terms and conditions, which may be onerous in nature.

(f) The proportionate costs, expenses, charges, levies and taxes on the Society Transfer and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas facilities and amenities as listed in **Fourth Schedule (Part A)** and the Promoters shall not be responsible for the same as per the provisions of this Agreement hereinabove.

(g) Until the management of the said Building is transferred and/or cause to transferred by the Promoters to the said Society in a manner mentioned herein and intimation of the same is received by the Allottee/s from the Promoters, the Allottee/s shall be bound and liable to pay the Promoters regularly and punctually all contribution and other outgoings and maintenance charges, service tax, GST and amounts to be paid by the Allottee/s to the Promoters, under this

Agreement. However if the Promoters in their absolute discretion, so desire, shall be entitled to entrust the management of the said property or any part thereof to a committee of persons of his choice from amongst the Allottee/s for maintenance and day to day management of the said Building and all responsibilities in that behalf, shall be that of the said committee of the Allottee/s and the Promoters shall not be responsible for the same as per the provisions of this Agreement. The formation of such committee shall not however, affect, the rights of the Promoters retained provided under this Agreement, nor shall such act, on part of the Promoters, be deemed or construed to be a waiver of rights, reserved into or in favour of the Promoters, under this Agreement.

(h) In the event of any essential supply being disconnected for default of the Allottee/s of various premises in payment of their dues it shall be the collective responsibility of the said Allottee/s. If on account of failure on part of the Allottee/s herein and/ or the Allottee/s of any other units, in the said Building, to pay such proportionate share, the authorities concerned, take any action for recovery of the same, the Promoters shall not be liable or responsible for any loss or damages, which may be suffered by the Allottee/s or the said Society, on account of the said action and the Promoters shall not be responsible for the same.

(i) No forbearance or delay in collection of the aforesaid payment shall be construed as acquiescence on part of the Promoters. It is further clarified that the maintenance, GST, service tax and other charges as aforesaid shall become effective upon the said Premises, immediately after the initial period of 2 (two) years which shall be maintenance free as stated herein whether or not the necessary Occupancy Certificate or Building Completion Certificate may have been obtained.

(j) The Allottee/s shall, before delivery of possession of the said Premises in accordance with the provisions of this agreement, deposit the following amounts with the Promoters:

(1) For deposits of electrical receiving and sub-station provided/to be provided in layout of the Larger property on actual basis as and when demanded by the Promoters.

(2) The share application money, entrance fees for the Society and the Apex Body, proportionate share information and registration expense of the society and Apex Body, pipe gas charges shall be borne by the Allottee/s on actual basis as and when demanded by the Promoters.

(k) The above amounts are not refundable and no accounts or statement will be required to be given by the Promoters to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoters. The amounts as mentioned as in sub clause above shall be deposited by the Promoters in a separate bank account. The above amounts are exclusive of applicable taxes levied from time to time and shall be borne and paid by the Allottee/s as and when required.

(l) The Allottee/s shall pay to the Promoters all expenses for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with this Agreement, the transaction contemplated hereby, the formation of the Society, for preparing the rules, regulations and bye-laws of the Society, and, the cost of preparing and engrossing the Society Transfer and other deeds, documents and writings.

(m) The Promoters have informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said larger property. The Promoters have further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s along with other Allottees of flats/units/premises in the Real Estate Project and/or the said property and/or the Allottees of the units in said Building, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Allottees of flats/units/premises on the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoters and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the Allottees of

flats/units/premises in the Real Estate Project shall object to the Promoters laying through or under or over the said property or any part thereof pipelines, underground electric and telephone cables, waterlines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the said larger property.

28. Lease and/or Assignment –

- i.** Upon Promoters herein, having developed the said larger property by consuming and utilizing the entire FSI or otherwise, of the said property, including full potential of the TDR of any other properties, on the said property and the said larger property as permitted by DCR, mentioned under these presents and upon the receipt of the entire purchase price, towards sale of premises to be constructed on the said larger property respectively by each of them and on receipt of the other amounts, mentioned herein, the Owners and or Promoters and or other developers as the case may be shall execute, and / or caused to be executed respective lease deed in favour of the respective society/ies for a period of 30 (thirty) years commencing from the date of signing of lease deed as stated in this clause with annual lease rent of Re. 1/- per annum for the portions of the said property and /or said larger property to be paid in advance at the time of signing the lease deed, subject always to rights of the Promoters to use and/or consume balance and additional F.S.I. and/or T.D.R. TDR FSI and/or Fungible FSI and/or Pro-rata FSI and/or tidbit land and/or other benefits arising out of the, including exclusive ownership and possession rights, of the Promoters, to the said display space and the ground area, occupied and/or used by the Promoters to provide the said services and that of the prospective lessee in respect of Indoor Games, Gymnasium, Club House, Multipurpose Hall, display or advertisements or hoarding construction and structures etc. and/or carry on such other activity or activities.
- ii.** Such respective lease deed/s shall be at such form and contain such terms and conditions as the Promoters may in their absolute discretion determine and the Allottee/s herein agrees and confirms the same.

- iii.** The Allottee/s is/are aware that the Promoters are entitled to construct more than one building each having number of wings on the said property and/or said larger property respectively. The Allottee/s shall not ask for any sub-division of the said property and/or larger property and/or shall not put any boundary and/or demarcation or otherwise on the said property or said larger property, or any part thereof at any time. The Allottee/s shall not prevent the Promoters and/or the Owners from exploiting the commercial potential of the said property and/or said larger property by putting any boundary and or demanding any sub-division or otherwise, of any nature whatsoever, so as to prevent the Promoters and/or the Owners, from development of the said property and/or said larger property.
- iv.** The Allottee/s is/are informed and agrees that there shall be common infrastructure, on the said property and/or the said larger property, to be utilized, by all the members of the society including the Allotees of premises in the said new additional building/s constructed on the said property and the said larger property and shall at no point of time demand bifurcation of the such infrastructure or facilities.
- v.** The Allottee/s hereby acknowledge(s) and agree(s) that the Real Estate Project is a part of a larger integrated project and as such the lease and/or assignment of the larger property shall be executed in the name of a common Apex body of all the buildings in the said **RNA VIVA** project along with respective structures not later than three (3) months from the date of completion of the last buildings or upon receipt of the occupation certificate in respect of all of the last buildings whichever is later.
- vi.** Till a Lease/Assignment of the larger property and the lease of the said Building in which said Premises is situated is executed in favour of the society/ Apex Body or federation, the Allottee/s shall permit the Promoters and /or the Owner/s and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said property and/or the said larger property or any part thereof to view and examine the state and condition thereof.

- vii.** Even if the Lease Deed/Assignment Deed of the said Larger property and the said respective building on the respective portion of the larger property is executed in favour of the respective Society and / Common Organization and/or Apex Body, the Promoters shall not be bound to hand over possession of the said Premises to the Allottee/s or to the Society/ Common Organization unless and until all the amounts which are due and payable by the Allottee/s to the Promoters under this Agreement or otherwise are paid along with interest @ SBI PLR + 2% p.a., if any, to the Promoters. The Promoters shall have lien for unpaid price along with interest, if any, payable to them as also for any other amount payable by the Allottee/s to the Promoters. Till such amount with interest, if any, is paid to the Promoters, the Allottee/s or the Society/Common Organisation will not be entitled to possession of the said unit/s. The possession of the Promoters shall continue till then.
- viii.** Upon the Promoters and/or the Owners, having developed the said property and or the said larger property by consuming and utilizing their respective TDR FSI and FSI & TDR FSI or otherwise, of the said property and or the said larger property, including full potential of the TDR FSI and FSI of any other properties, on the said property and the said larger property as permitted by DCR in force, mentioned under these presents and upon the receipt of the entire purchase price, towards sale of premises to be constructed on the said property, the said larger property and any other properties and on receipt of the other amounts, mentioned herein, the Promoters shall execute, and / or caused to be executed a lease deed/s respectively in favour of the Society and/or the Apex Body for a period of 30 (thirty) years commencing from the date of signing of lease deed as stated in this clause with annual lease rent of Re. 1/- per year for the said property and/or said larger property to be paid in advance at the time of signing the lease deed, subject always to rights of the Promoters and the Owners respectively to use and/or consume balance and additional F.S.I. and/or T.D.R. or otherwise, mentioned herein, including exclusive ownership and possession rights, of the Promoters and the Owners respectively, to the said display space and the ground area, occupied and/or used by the Promoters and the Owners respectively to provide the said services and that of the lessee in respect of Indoor Games, Gymnasium,

Club House, Multipurpose Hall, display or advertisements or hoarding construction and structures etc. and/ or carry on such other activity or activities.

ix. Such lease deed shall be at such form and contain such terms and conditions as the Promoters may in their absolute discretion determine.

x. The Allottee/s is/are aware that the Promoters are entitled to construct more than one building each having number of wings of the said property and /or the said larger property. The Allottee/s shall not ask for any sub-division of the said property nor ask for the sub-division of the said larger property, and/or shall not put any boundary and/or demarcation or otherwise on the said larger property and/or the said property, or any part thereof at any time. The Allottee/s shall not prevent the Promoters and the Owners respectively from exploiting the commercial potential of the said property and/or the said larger property by putting any boundary and or demanding any sub-division or otherwise, of any nature whatsoever, so as to prevent the Promoters and/or the Owners respectively, from development of the said property and/or the said larger property.

xi. The Allottee/s is/are informed and agrees that there shall be common infrastructure, on the said property and/or the said larger property, to be utilized, by all the members of the society including the Allotees of premises in the said new building/s constructed on the said property and the said larger property and shall at no point of time demand bifurcation of the such infrastructure or facilities.

29. Representations and Warranties of the Promoters:

The Promoters hereby severally represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexure/s, subject to what is stated in the Title Certificate, the Proposed Plan, Real Estate Project details as uploaded on the RERA website from time to time and subject to the RERA Certificate:

(i) The Promoters have clear and marketable title and has the requisite rights to carry out development upon the said property (as set out above) and also has actual, physical and legal possession of the said property for the implementation of the Real Estate Project (as setout above);

(ii) The Promoters have lawful rights and requisite approvals from the competent authorities to carryout development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;

(iii) There are no encumbrances upon the Real Estate Project save and except those disclosed on RERA WEBSITE from time to time;

(iv) There are no litigations pending before any Court of law with respect to the Real Estate Project save and except those disclosed to the Allottee/s on RERA WEBSITE in respect of the said Real estate Project from time to time.

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, 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 Real Estate Project, shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;

(vi) The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

(vii) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect the said Premises, which will, in any manner, affect the rights of Allottee/s under this Agreement;

(viii) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;

(ix) At the time of execution of the Society Transfer, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas and amenities of the Real Estate Project as detailed in the **Fourth Schedule (Part A)** hereunder written to the Society;

(x) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent authorities till the Society Transfer and thereupon shall be proportionately borne by the Society;

(xi) To the best of the Promoters knowledge no notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the said property and/or the said Real Estate Project except those disclosed to the Allottee/s including as disclosed from time to time on RERA website.

(xii) The Promoters shall maintain at their own cost the said Premises for a period of 2 (two) years from the date of offer of possession to the Allottee/s subject to payment of statutory and other charges as specified in these present by the Allottee/s for the said period of 2 (two) years and further if any society or company or association of the Allotees of the unit (hereinafter referred to as the Said Society) is not formed and the Promoters further maintain the said Building, the Allottee/s shall be liable to pay the maintenance charges, GST /service tax etc. in advance and other charges of the said Premises as demanded by the Promoters and the Allottee/s from time to time shall be liable to bear and pay all outgoings and maintenance charges, GST/service tax and the statutory and another charges in respect of said property in proportion of the area of the said

Premises . The amount and/ deposit so paid by the Allottee/s to the Promoters shall not carry any interest and shall remain with the Promoters, the Promoters shall not be obliged to give any accounts or otherwise of the said charges to the Allottee/s and/ or any organization and/ or any third party. In the event of default by the Allottee/s or any of the Allottee/s of any other unit/s the Promoters shall not be bound to pay the outgoings for and on behalf of such defaulting person and in the event of any essential supplied being disconnected.

30. Allottee/s right in the Property:

a. The Allottee/s shall have no claim or right to any part of the said property nor in the said larger property and also shall not have any right or claim in any other part of the building/s whether situated on the said property and/or on the said larger property other than the said Premises, agreed to be purchased by him.

b. The Allottee/s confirms that no interest in the said Premises is intended to pass or shall be deemed to have passed in favor of the Allottee/s, until the full payment of the Sale Consideration and all other amounts due under this Agreement, shall have been fully paid up by the Allottee/s.

c. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and larger property will remain the property of the Promoters and/or the Owners respectively as herein before mentioned until the Society Transfer is executed in favour of the respective society and/or Apex Body.

d. All open spaces, parking spaces, lobbies, staircases, stores, the basement/ atrium in the said Building and/or said property and or the said larger property shall remain the property of the Promoters and/or the Owners respectively till such time the Promoters and/or the Owners respectively think fit and in any

case shall always be subject to the paramount rights of the Promoters and/or the Owners respectively to the use and enjoyment of such spaces without any fees or cost or charges.

e. Nothing contained in the presents shall be construed to confer upon the Allottee/s right, title or interest or any kind whatsoever in to or ever the said property or the Building or the said Larger property or any part thereof.

f. The Allottee/s agrees not to sell, assign, let sub-let or create any lien, charges, transfer etc. without the specific consent in writing from the Promoters. It is strictly understood and agreed by the Allottee/s that in the event any such transfer takes place without consent then the transferee will not be entitled to become member of the proposed organization / association or said Society as the case may be.

g. The Allottee/s, with an intention to bring all persons into whosoever hands the said Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoters as follows:

- 1.** To maintain the said Premises at the Allottee/s's own cost in good and tenant able repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the said Premises is situated and the said Premises itself or any part thereof without the permissions/consent of the local authorities and Promoters.

- 2.** Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the said Building in which the said Premises is situated, including entrances of the

Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be solely liable for the consequences of such breach.

- 3.** To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises 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/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 4.** Not to demolish or cause to be demolished the said Premises 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 Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises 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 Real Estate Project in which the said Premises is situated and shall not or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoters and/or the Society;
- 5.** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Larger property

and/or the Real Estate Project and/or the said property in which the said Premises is situated.

- 6.** Pay to the Promoters within 15(fifteen) days of demand by the Promoters, his respective share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated.
- 7.** To bear and pay all increases in rates, Taxes, cesses, deposits, levies etc including development/ infrastructure / approval charges, unearned increase if any, whether levied or leviable now or in future or with retrospective effect as the case may be levied by Development / Municipal / Central / State or Local Authority / Body / Department or Organisation applicable to the Premises, Land, Building, Project etc.
- 8.** To not to sell and transfer the said Premises or the benefit of this Agreement and/or shall not create third party rights unless with prior written consent, of the Promoters.
- 9.** Not to change the user of the said Premises without the prior written permission of the Promoters and Society;
- 10.** The Allotee/s agrees to pay other charges for the use by him/her /them for the common amenities like Indoor Games, Gymnasium, Club House, Multipurpose Hall, etc being Other Facilities as listed in **Fourth Schedule (Part B)** the charges as may be levied by the Promoters periodically as per the sole discretion of the Promoters.
- h.** The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee/s to the Promoters under this Agreement, are fully and finally paid

together with applicable interest thereon at the Interest Rate if any and only if the Allottee/s had not been guilty of breach of non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have first obtained consent prior in writing from the Promoters in that behalf. In the event the Allottee/s is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Promoters. The Promoters will be entitled to impose such condition including payment of administrative charges as may be decided solely by the Promoters for giving Consent for such Transfer;

i. The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments there of that may be made from time to time for protection and maintenance of the said Building and the said Premises 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/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

j. The Allottee/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.

k. It is agreed that the said Premises shall be of R.C.C. structure or any other new technology with normal brick/ block wall/drywall with gypsum/putty/cement plaster. The Allottee/s hereby agrees that the Promoters may, if required due to any structural reasons convert any brick/block wall/ dry wall in the said Premises into a load bearing R.C.C. wall or vice versa and the Allottee/s hereby further agrees and irrevocably consents not to dispute or object the same. The Allottee/s ,along with any and all Allotees of the flats and premises of the said Building, are strictly

prohibited to make any structural changes internally in the concrete structure i.e. walls, columns, beams and slabs, which may result into temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the said Building. The said Premises shall not contain any amenities within it save and except those set out in the **Sixth Schedule** hereto. The Promoters shall not be liable, required and /or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Premises or in the said Building.

1. The Allottee/s agrees and covenants that the Allottee/s and/or any other person shall not load in the said Premises, either by way of fit-out or construction or in any other manner whatsoever, anything more than as is prescribed in the fit-out rules as described herein below. The Allottee/s shall be responsible to apply and obtain the permission of the concerned statutory authorities for such refurbishment/fit-out at his/her/its/their costs and expenses. The Allottee/s confirm that no structural changes and /or structural alterations of any nature whatsoever shall be made by the Allottee/s.

m. Not to put any loft and carry out any alterations and/or additions in the said Premises, which may prevent the Promoters and/or Owners to use additional TDR and/or FSI or otherwise mentioned herein of the said property and/or the said larger property, failing which, the Promoters shall have a right to enter upon the said premises and to remove and/or demolish such additions or otherwise entirely at the costs of the Allotees which shall be, without prejudice to the rights of the Promoters, to terminate this Agreement and in addition thereto, the Allottee/s shall be liable, for Civil as well as Criminal action. If any such alterations, additions of changes are carried out by the Allottee/s herein or their assignees or Allotees from them or other Allotees of any premises in the said Building/s then in such case, the Promoters shall ipso fact, be released and/or discharged from an obligation, to rectify or repair or reimburse the Allottee/s in respect of any structural defect. Provided further that in the event of the Allotees, carrying out any such unauthorized addition or alteration, he shall be exclusively responsible and answerable to the Municipal Authorities including Allotees of premises in the

said Building/s and the Promoters shall not be responsible for any liability and/or responsibility, in respect thereof and the Promoters shall not be responsible to bring occupation certificate or otherwise.

n. Not to affix any fixtures or grills on the exterior of the said Building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Premises and the Allottee/s shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee/s shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee/s from the Promoters and the Allottee/s undertakes not to fix any grill having a design other than the standard design approved by the Promoters. If found that the Allottee/s has affixed fixtures or grills on the exterior of his/her/ their/its premises for drying clothes or for any other purpose or that the Allottee/s has affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify / dismantle the same at their sole cost and risk so as to be in compliance with his/her/their/its obligations as mentioned herein.

o. Not to affix air conditioner/s at any other place other than those earmarked for fixing such premises so as not to affect the structure, façade and/or elevation of the said Building in any manner whatsoever. The Allottee/s shall not install a window Air-conditioner within or outside the said Premises. If found that the Allottee/s has affixed a window air conditioner or the outdoor condensing unit which projects outside the said Premises, the Allottee/s shall immediately rectify/dismantle the same at their sole cost and risk so as to be in compliance with his/her/their/its obligations as mentioned herein.

p. To keep the sewers, drains and pipes in the said Premises and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the said Building and the Allottee/s shall not chisel or in any other manner damage columns, beams, walls, slabs or R.C.C. Pardis or other structural members in the said Premises without the prior written permission of the Promoters and/or of the Society.

q. Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building and not cover/enclose the planters and services labs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do/ cause to be done any hammering for whatsoever use on the external / dead walls of the said Building or do any act to affect the FSI potential of the said property.

r. Not to at any time demolish or cause to be demolished the said Premises or any part thereof. The Allottee/s shall not permit the closing of verandah or lounge or balconies or make any alternations in the elevation and outside colour scheme of the said Premises to be acquired by him without the prior written consent of the Promoters and also after obtaining the permission of the Municipal Corporation of Greater Mumbai or any other public body in this behalf.

s. Not to do or permit to be done any renovation/repair within the said Premises without prior written permission of the Promoters. In the event of the Allottee/s carrying out any renovation/repair within the said Premises, without prior written permission and/or in contravention of the terms of such prior written permission, as the case may be, then in such event the Promoters shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the said Building on account of such renovation/repair.

t. Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoters and/or the said Society and of the Apex Body, MBMC and other concerned authorities.

u. Not to shift or alter the position of the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises/ the said Building in any manner whatsoever.

v. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said property, said larger property and the said Building.

w. To abide, observe and perform all the rules and regulations which the Society may adopt at its inception and additions, alterations or amendments thereof that maybe made from time to time for protection and maintenance of the said Building and the said Premises therein and for observance and performance of the building rules and regulations for the time being in force of the concerned local authority and of Government and other public bodies and authorities. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Premises in the said Building on the said property and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings.

x. Not to violate and to abide by all rules and regulations framed by the Promoters/its designated Facility Manager and/or by the said Society, for the purpose of maintenance and up-keep of the said Building and in connection with any interior/civil works that the Allottee/s may carry out in the said Premises (the “**Fit-out Rules**”).

y. The Allottee/s shall never in any manner enclose any flowerbeds/planters/ledges /pocket terrace/s/deck areas ornamental projects/ dry yards/service yards and other areas. These areas should be kept open and should not be partly or wholly enclosed including installing any temporary or part shed or enclosure and shall not include the same in the said Premises or any part thereof and keep the same unenclosed at all times. The Promoters shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Premises to its original state.

z. Shall not do either by himself/herself/itself or any person claiming through the any person/s anything which may or is likely to endanger or damage the said Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Building.

aa. Shall not display at any place in the said Building any bills, posters, hoarding advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common area therein or in any other place or on the window, doors and corridors of the said Building.

bb. Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoters in accordance with such manner, position and standard design laid down by the Promoters.

cc. Shall not park at any other place and shall park all cars in the said Car Parking Space only as may be permitted /allotted by the Promoters.

dd. To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises.

ee. The Allottee/s shall permit the Promoters and their surveyors and agents and assigns with or without workmen and others at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the said Building. The

Allottee/s is aware that the main water/drainage pipes of the said Building may pass through certain areas within the said Premises. The Allottee/s agrees that he/she/they shall not undertake any civil works/ fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall they in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes in any manner howsoever. The Promoters/the Facility Manager and/or their respective workmen, staff, employees, representatives and agents, shall, at all times, be entitled to access such areas within the said Premises for the purpose of maintenance, repair and upkeep of the water pipes and the Allottee/s hereby gives his express consent for the same.

ff. The Allottee/s is aware and acknowledges that the Promoters are entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the flats and apartments, garages or other premises as here in stated comprised in the said Building and the Allottee/s undertakes that it shall not be entitled to raise any objection with respect to the same.

gg. The Allottee/s has/have been appraised of the terms and conditions of bases on which this Real Estate Project is developed by the Promoters.

hh. The Promoters and /or the Owners respectively shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said property and/or the said Larger Property.

ii. The Promoters and /or the Owners respectively shall be entitled to construct site offices/sales lounge in the said property and/or the said Larger property or any part thereof and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Larger property or any portion thereof is leased/conveyed to the respective Society and/or Apex Body until the entire development on the said Larger property including the said property is fully completed.

The above conditions are of essence of contract and upon the Allottee/s committing default in observing the conditions herein,

the Promoters shall be entitled to terminate the Agreement, the Promoters shall be entitled to rectify the unauthorized change carried out by the Allottee/s and restore the exterior to its original condition at the cost of Allottee/s. The Promoters shall not be liable or responsible for any loss or damages that may be suffered by the Allottee/s while restoring the exterior of the building to its original condition.

31. It is agreed that as and when the Promoters enters into agreements/ arrangements with any person, or otherwise the Promoters are in a position to provide all Utilities (as defined hereinafter) or any of them, then in that event the Allottee/s herein shall procure such Utilities only from the Promoters or any person as may be nominated by the Promoters in that behalf, as the case may be, and pay such amount as may be fixed by the Promoters or its nominee, to the Promoters or to its nominee, as the case may be. This term is the essence of this Agreement. For the purposes of this Clause, “**Utilities**” refers to gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption as may be utilized by the Allottee/s on a day-to-day basis. It is further clarified that this Clause shall not be interpreted/construed to mean that the Promoters is obligated/liable to provide all or any of the Utilities whether or not the Promoters has entered into agreements/arrangements with any person, or otherwise the Promoters is in a position to provide all Utilities or any of them.

32. The Promoters and/or any professional agency appointed by it shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the said Building and/or the said Larger property and/or said property and/or said Building and that the costs and expenses together with applicable taxes thereon for the same shall be borne and paid by the Allottee/s as may be determined by the Promoters and/ or such professional agency.

33. The Allottee/s hereby nominates the persons as set out in the **Fifth Schedule (“the said Nominee”)** as his/her /their/its nominee in respect of the said Premises. On the death of Allottee/s, the said nominee shall assume all the obligations of the Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoters shall only recognize the said Nominee or the

nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoters in writing) and deal with him/her/them in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. The Promoters shall at its discretion be entitled to insist on Probate /Succession Certificate/Letter of Administration and/or such other documents as the Promoters may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Promoters as may be necessary and required by the Promoters. The Allottee/s shall also execute necessary documents to complete the process of nomination.

34. It is agreed that the Allottee/s shall be entitled to avail loan from any bank and /or financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank and /or financial institution only with the prior written consent of the Promoters. The Promoters will grant their no objection, whereby the Promoters will express it's no objection to the Allottee/s availing of such loan from such bank and /or financial institution and mortgaging the said Premises with such bank and /or financial institution, provided however, the Promoters shall not incur any liability/obligation for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such bank and /or financial institution in respect of the said Premises of the Allottee/s shall not in any manner jeopardize the Promoter's right to receive full consideration and other charges and to develop the balance of the larger property and such mortgage in favour of such bank and /or financial institution shall be subject to Promoter's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Promoters under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoters will issue the said No Objection Letter addressed to such bank and /or financial institution undertaking to make payment of the balance sale Consideration of the said Premises directly to the Promoters as per the schedule of payment of the Sale Consideration as setout herein above and such confirmation letter shall be mutually acceptable to the parties hereto and to the said bank and /or financial institution.

35. The Allottee/s hereby represents and warrants to the Promoters that:

(a) he/she/they/it is/are not prohibited from acquiring the said Premises and said Car Parking Space under any applicable law or otherwise;

(b) he/she/they/it has/have not been declared and/or adjudged to be an insolvent, bankrupt etc., and/ or ordered to be wound up or dissolved, as the case maybe;

(c) No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/their/its assets and/or properties;

(d) None of his/her/their/its assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;

(e) No notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/their/its involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him /her / them;

(f) no execution or other similar process is issued and/or levied against him/her/ them and /or against any of his/her/ their/its assets and properties;

(g) he/she/they has/have not compounded payment with his/her/their /its creditors;

(h) he/she/it/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6(six) months;

(i) he/she/it/they is/are not an undesirable element and will not cause nuisance and/or cause hindrances in the completion of the Real Estate

Project and /or anytime thereafter and will not default in making payment of the amounts mentioned in this Agreement;

(j) The Allottee/s is/are in a good financial position to pay the Sale Consideration and the Installments in the manner as stated in this Agreement without any delay or default and shall as and when called upon by the Promoters provide such security as may be required by the Promoters towards the payment of the Sale Consideration and the Installments.

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

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

38. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Real Estate Project and/or any buildings/towers/wings as may be

constructed thereon, or any part thereof. The Allottee/s shall have no claim save and except in respect to the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoters as herein before mentioned until the Transfer is executed in favour of the respective society and /or the Apex Body as the case may be.

39. Other rights of the Promoters

a. Subject to the right of the Allottee/s in respect of the said Premises the Promoters shall be at liberty to sell, assign, transfer or otherwise deal with their right and interest in the said property and/or said Larger property and in said building/s to be constructed thereon, Provided that in such event, the Allottee/s herein and such assignee of the Promoters, shall continue to be bound in all respects by the terms and conditions set out in this Agreement.

b. The Promoters respectively shall be at liberty to sell, assign or otherwise deal with or dispose of their right, title and interest in the said property and/or said Larger property and the hereditaments and premises and the building constructed or hereafter to be erected thereon PROVIDED THAT the Promoters so not in any way affect or prejudice the right hereby granted in favour of the Allottee/s.

c. The Allottee/s hereby agrees, undertakes and covenants that he shall not at any time thereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interest, privileges or authorities reserved by, or retained or granted to the Promoters under this Agreement, or any other deed, documents or writing that may be entered into and executed between the parties hereto, and Allottee/s shall be bound and liable to render to the Promoters all necessary assistance and co-operation, to enable them to exercise and avail of the same.

d. At their sole discretion, the Promoters, may start construction, of building, including wings thereof, and may postpone construction of part thereof. The Allottee/s under any circumstances shall not stop or take any steps to stop, construction of the said Buildings, on the ground of nuisance, disturbances, or for other reasons of any nature whatsoever.

e. The Allottee/s individually or jointly have unconditionally agreed that they have no right on the appurtenant land, to the said Building/s and the Promoters shall have the sole right to sale/transfer their interest in appurtenant land and /or said property and/or said Larger property to any persons of their choice without passing any accounts to them.

f. It is expressly clarified, agreed and understood between the parties hereto that if the said property and/or said Larger property is affected by any reservation, acquisition and/ or requisition proceedings whether presently or at any time hereafter, including after the handover of the said Building/s and/or any other buildings constructed then the Promoters shall have the sole, absolute and unconditional right and authority, and it alone shall be entitled to receive all the benefits which may be granted by the concerned Government bodies and authorities in respect thereof, including monetary benefits and compensation, and the TDR and/ or additional FSI and the Allottee/s herein, shall not raise any objection, dispute or claim in respect thereof.

g. The Promoters has informed the Allottee/s and the Allottee/s is/are aware and hereby accepts and agrees and give irrevocable Consent to the Promoters as under:- (i) to develop the said property along with other adjacent property / contiguous land parcel with the development of the said larger property, as provided under the Proviso to Rule 4(4) regarding the Disclosure by Promoters of Ongoing Real Estate Projects of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 or properties as an integrated development of larger complex;

h. The Promoters shall be entitled to grant any right of way or license of any right through, over or under the said property and/or the larger property to any person or party including occupant, Allottee(s) or person entitled to any area or areas in any building(s) which may be constructed by the Promoters on the said property and/or the larger property or any other adjoining property or properties or to any other persons as the Promoters may desire or deem fit;

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- I.** to revise the boundary or area of the layout in respect of the said larger property and to submit any revised layout or amended building plans for the purpose of revision of the layout in respect of the larger property as the Promoters may desire or deem fit from time to time.
- II.** to amalgamate or sub-divide or club the aforesaid scheme with the other scheme/s on the said property and/or the larger property along with any other adjoining property or properties as the Promoters and /or the Owners respectively may desire or deem fit in their absolute discretion;
- III.** to take benefit of any approval of development rights which may become available in respect of the said property and/or the larger property with any other property or properties either adjoining the said Project Land or otherwise as may be permissible in law;
- IV.** that the right of the Allottee/s shall be restricted only to the said Premises and the Allottee/s shall have no right to any space, area or inside or outside the building and the same shall continue to belong to the Promoters and/or Owners respectively;
- V.** it is repeated for the sake of clarity that the right of the Promoters and/or Owners respectively to revise the layout and redevelop any portion(s) of the said larger property is neither affected nor restricted in any manner on account of the execution of this Agreement in favour of the Allottee/s herein and all such rights are reserved unto the Promoters without any restriction in any manner whatsoever;
- VI.** if any, further FSI is granted or any further FSI is available by use of any T.D.R. or otherwise hereafter even after execution of Lease Deed/ Assignment of Lease in favour of Society/ Common Organization and/or Apex Body then the Promoters shall have exclusive right to use such FSI/TDR and to carry out such construction on the said property and/or the larger property or on the building/s constructed on the said property and/or the larger property or on any amalgamated or clubbed property. The Allottee/s and the

Society/Common Organization will not have right to carry on any further construction if possible by use of any T.D.R. or otherwise any further F.S.I. is granted or to consume any F.S.I. even permitted in future. However, the costs, charges and expenses of such construction shall be borne and paid by the Promoters respectively. The Allottee/s and the Society/ Common Organization will not object to carrying on such construction by the Promoters;

i. The Promoters shall be entitled to use the present unutilized and/or additional built up area F.S.I., T.D.R. or F.S.I. obtained in any form/by any means including F.S.I. against handover of amenity space and R. P. road/ D. P. road, internal road etc. on the said property and/or the larger property by floating the same and/or in the said Real Estate Project as and when the same is permitted either by way of construction of new building or adding floor/s or extension of the said Building which are presently permitted. Likewise the Promoters shall also be entitled to use FSI pertaining to the said property and/or the larger property as and when permitted by competent authority. The Allottee/s has hereby given his irrevocable consent therefor and the Promoters shall be entitled to revise the layout / building plans, get them sanctioned from the competent authority, and construct the additional buildings / floors / units / Flats / Apartments permitted by the competent authority and to allot/sell them to intending persons. The Allottee/s shall have no objection for the said new Allottee/s to be admitted as members of member society. The Association shall get the new transferees admitted as its members. Notwithstanding anything contained in this Agreement to the contrary the Promoters shall be entitled to utilise any balance and/or additional FSI and/or TDR or F.S.I. obtained in any form as stated in above paragraphs on any open space/ areas and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance/lease/assignment of the structure of building/s. The Promoters shall also be entitled to transfer or assign the said right to any other person and the same shall be conveyed subject to the said right and so long as it does not in any way affect or prejudice the right of the Allottee/s in respect of the said Flat(s)/ Apartment(s), the Promoters shall be at liberty to sell, convey and transfer or otherwise to deal with all other flat(s)/ apartment(s)/unit(s)and spaces in the said Building /other building/s or otherwise deal with its right, title

and interest in the said property and/or the larger property and/or in the said Sale Residential Building in any manner it may deem proper;

j. The Allottee/s shall observe and perform all the rules and regulations which the Society/ Common Organization of Allottee/s of Flat(s)/ Apartment(s)/Unit(s) may frame at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Premises and on the observance and performance of the Building Rules, Regulations and Laws for the time being of the concerned authority/authorities. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Society/Common Organisation of Allottee of Flat(s)/ Apartment(s)/Unit(s) regarding the occupation and use of the said Premises and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;

k. The Promoters has furnished to the Allottee/s the particulars of estimated outgoings of the said Premises.

l. The Promoters may sell, transfer or assign all their rights, title and interest in the said property and/or the larger property (subject to the rights and interests created in favor of the Allottee/s) including in respect of the unsold Flat(s)/ Apartment(s)/Unit(s) in the said Building and/or other buildings but without in any manner affecting the Allottee/s rights;

m. The possession of the Common Areas in the said Building **Fourth Schedule (Part A)** shall remain with the Promoters whose responsibility shall be to supervise (through the Maintenance Agency) the maintenance and upkeep of the same until the same is taken over as per applicable laws or directions of the Government/Statutory body, by the common organization of the Allottee/s or any other body or Association formed as per provisions of the law;

n. The Promoters shall be entitled to and may change the name of the said Building once or more than once on or before obtaining completion certificate for the said Building. However, the name of the

said Building shall not be changed by the Co-operative Society, or Association or Limited Company formed by all such Allottee/s of Flat(s)/ Apartment(s)/Unit(s) of the said Building without written consent of the Promoters.

40. Work Specifications

It is expressly agreed that the said Premises shall contain (save and except garage, Car Parking space, area covered under stilt which shall be a normal brick structure with cement plaster and cement flooring) specifications, fixtures, fittings and amenities as set out in **Sixth Schedule** hereunder written and the Allottee/s confirms that the Promoters shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Premises.

41. Quality of Construction:

The Allottee/s before taking possession of the said Premises, shall completely satisfy himself/ regarding the construction, facilities and amenities and hereby agree not to raise any dispute on such account thereafter either individually and or by joining as member in Society and or otherwise, in any capacity.

42. Podium:

The Promoters has informed the following facts in respect of the Podium to the Allottee/s and the Allottee/s does hereby confirm that they are in my/ his knowledge and give his/ their consent to the same:

1. The said Building has part podium at 1st level;

2. The Promoters are developing various buildings on the said larger property consisting of (i) S. No. 106, (ii) S. No. 224/1(A) and 1(B) (iii) 104 (pt) and other S. No. lands all lying, being and situate at Village Ghodbunder, Taluka & District Thane, Mumbai Suburban District and in the Registration District and Mumbai Suburban District and now within the limits of Municipal Corporation of Greater Bombay to meet with the safety requirement in general and that as per CFO, intends to join these

podium with the Podium of the adjoining buildings constructed/ to be constructed;

3. The representative promoters of the various buildings till such time the rights in the Building and/ or the land underneath the building with appurtenant land in the aggregate is ultimately leased transferred to the incorporated bodies of such Allottees of the respective building, the respective Promoters including this Promoters shall have exclusive possession, right, title and right on the said podium and facilities and the Allottee/s shall not claim any right on the said podium or the said facilities provided therein also the respective Promoters including the Promoters herein shall be free to construct, demolish walls, boundaries etc. as require by it. Further all the Allottees of units in all the buildings constructed by the Promoters of the larger property as stated hereinabove have right to use and access the common roads of all the buildings/ projects of the mentioned larger property.

43. Car Parking:

The Allottee/s agrees and confirms that the allottees who have been allotted are entitled and have been allotted to use such car parking space in the podium for parking his car and the other Allottees shall have no claim and/ or right, title and interest in respect of such car parking space for parking his car.

The Allottee/s is aware that stilt car parking, open car parking and podium parking area belong to the Promoters and/or the Owners only respectively and the same cannot be used by the Allottee/s without the written permission from the Promoters and/or the Owners respectively. The security personnel of Promoters and/or the Owners shall have the right to remove any such car parked without obtaining the aforesaid permission.

The open car parking shall not be numbered and the allottees of car parking rights shall park their cars on first come first served basis and such space will not claim specific parking space, from the Promoters or claim damages for short parking spaces.

44. Use by other Allottees

The Allottee/s has/have been informed specifically that the Promoters intent to furnish certain flats, floors, and or building, for the use of Dispensary, Nursing Home, and Tuition Classes or in any other manner, which will run on the commercial basis. The Allottee/s has/have given his full consent knowingly and having fully understood, and now the Allottee/s hereby irrevocably agree with the Promoters not to raise any objection individually and or as part of any committee.

45. Unsold area/ stock

a. The Allottee/s of the units and other facility units after the formation of the society or company or an association shall be admitted by such society or company or association as members and shareholders with the same rights and the same benefits and subject to the same obligations as those of the other Allottee/s who may already be the members of the said society without any reservation or conditions or any other payments save and except normal entrance fees, share money or otherwise, paid by all the Allottee/s, towards formation of such organization as per actual amounts.

b. The Promoters have informed the Allottee/s which the Allottee/s hereby agrees and confirms that the Promoters shall not be liable to pay maintenance, service tax and all other charges of any nature whatsoever, of the said unsold flats/premises so however they shall be liable to pay their share of Municipal Taxes only relating to the unsold premises. The Allottee/s shall not call upon the Promoters, to pay maintenance, service tax and/or any other charges of the said unsold premises. It is further agreed that the Promoters shall pay directly, Municipal Taxes if any, of the said unsold premises, to Mira Bhayander Municipal Corporation (MBMC) or in the case of the said corporation issuing a joint bill the Allottee/s shall intimate the Promoters on receipt of such bill for Municipal Taxes in writing requesting them, to pay Municipal Taxes of the said unsold premises which shall be paid by the Promoters.

c. It is expressly and specifically clarified agreed, understood and confirmed by and between the parties hereto that the unsold premises and car parking spaces and display spaces, etc. in the said Building shall at all times, remain the absolute property of the Promoters and the Promoters at their sole discretion may become member/s of the said Society in respect thereof.

d. The Promoters shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose off the said unsold premises in any manner and at any point of time for such consideration, and on such terms and conditions as they may in their sole and absolute discretion deem fit and proper; to any person or party of their choice, and neither the Allottee/s herein, nor the said Society shall object or dispute the same.

e. On the Promoters intimating to the said Society of the name or names of the Allottee/s of such unsold premises, car parking spaces, display spaces, premises etc., the said Society shall forthwith accept and admit such Allottee/s as their members and/or shareholders, and shall forthwith issue share certificates and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof.

f. In the event of the said Building being handed over before the sale and disposal by the Promoters of all the premises in the said Building to be constructed on the said property, the power and authority of the said Society shall be subject to the overall authority and control of the Promoters over any of the matters concerning the said Building, the construction and completion thereof and all amenities pertaining to the same and in particular the Promoters shall have absolute authority and control as regards the unsold premises/display space/ common areas/terraces and the disposal thereof. The said Society shall be obligated and be liable to admit Allottee of such premises/display space/ terrace/ common space as it's member without asking any transfer fee or amount save and except entrance fees, share application money and security deposit for maintenance charge like other Allottee/s.

46. Lien:

The Promoters shall in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this Agreement shall have first lien and charge on the said premises, agreed to be purchased by the Allottee/s.

It is agreed that the Allottee/s shall be entitled to avail loan from a Bank and/or financial institution and the said Loan to such bank and/or financial institution only with the prior written consent of the Promoters. The Promoters will grant their no objection, whereby the Promoters will express its no objection to the Allottee/s availing of such loan from the bank and/or financial institution and mortgaging the said Premises with such bank and/or financial institution, provided however, the Promoters shall not incur any liability/ obligation for repayment of the monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such bank and/or financial institution in respect of the said Premises of the Allottee/s shall not in any manner jeopardize the Promoter's rights including to receive full consideration and other charges and to develop the said larger property and such mortgage in favor of such bank and/or financial institution shall be subject to Promoters first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Promoters under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoters will issue the said No objection Letter addressed to the bank and/or financial institution undertaking to make payment of the balance Sale Consideration of the said Premises directly to the Promoters as per the schedule of payment of the Sale Consideration as set out herein above and such confirmation letter shall be mutually acceptable to the parties hereto and to the said bank and/or financial institution.

47. Additional Construction, Sale, Membership:

a. The Promoters in their absolute discretion are entitled to make amendments, additions, alterations in the said building and/or building/s to be constructed by the Promoters on the said

property and/or the larger property and the Allottee/s shall not be entitled to object to such amendments, additions, alterations or the construction to be carried out by the Promoters or the users thereof on any ground whatsoever, including on the ground of objection of light, air, ventilation or any inconvenience.

b. The Promoters shall have a right to make additions, raise stories and put up additional structures as may be permitted by Municipal and other Competent Authorities in the said Building and/or other building/s to be constructed on the said property and / or the larger property. Such additional structures and stories will be sole property of the Promoters who will be entitled to dispose it off in any way they choose and the Allottee/s hereby consent to the same and agree not to raise any objection.

c. The said Society shall admit as its members all Allottees of such new and additional unit/ display space/ garage/ common space/ premises/ tenement/ floor/ terrace whenever constructed on the said property.

d. All such new and additional premises/ display space/ garage/ common space/ premises/ tenement/ floor/ terrace extension/ buildings and structures shall absolutely and exclusively belong to the Promoters and neither the Allottee/s herein nor the other Allottee/s shall have or claim any rights, title, benefits or interests whatsoever in respect thereof and the Promoters shall be entitled to deal with sell, let or otherwise dispose off and transfer the same in any manner, to any person/party of their choice, for such consideration, and on such terms and conditions as they may in their sole and absolute discretion deem fit and proper, and the Allottee/s shall not raise any dispute or objection thereto and the Allottee/s hereby grants his irrevocable consent to the same.

e. The Allottee/s shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this clause, or to the Promoters exercising their respective rights as mentioned herein, nor shall they claim any abatement or reduction in the purchase price due to the same nor shall they claim any compensation or damages from the Promoters due to the same on any ground whatsoever, including on the ground of any inconvenience or nuisance which may be caused by the

Promoters putting up and effecting such new and additional construction as mentioned hereinabove.

f. The Allottee/s hereby gives his irrevocable consent under the provisions of RERA and other applicable laws to such additional structure or structures being constructed under such alternations additions or modifications being carried out by the Promoters on the said property and/or the said larger property at any point of time.

48. Amalgamation

It is hereby agreed and understood that at any time Promoters shall be entitled to amalgamate the said property and/or the said larger property with any other adjacent property/land and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals etc. for such amalgamation, and to develop the said property and/or the said larger property in accordance therewith. The unit/s Allottee shall not raise any objection or dispute to such amalgamation of the said property and/or said larger property by the Promoters, and the Promoters and the Allottee/s that the Promoters are entitled to at any time utilize the FSI, TDR in respect thereof either by constructing additional stories and/or constructing new building/s on the said property and/or the said larger property and the Allottee/s hereby grants their irrevocable and unconditional consent to the same.

49. Mortgages and charges:

i. Notwithstanding anything contrary to the Clauses contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in the future by the Promoters) and notwithstanding the Promoters giving any no objection / permission for mortgaging the said Premises or creating any charge or lien on the said Premises and notwithstanding the mortgages / charges / liens of or on the said Premises, the Promoters shall have the first and exclusive charge on the said Premises and all the right, title and interest of the Allottee/s under this Agreement for the recovery of any amount due and payable by the Allottee/s to the Promoters under this Agreement or otherwise.

ii. The Allottee/s agree/s, acknowledge/s and undertake/s that the Promoters are entitled to and has obtained / is in the process of obtaining loans from various banks and/or financial institutions and create such securities with respect to any and all of its right, title, benefits and interest in the said property and/or the said larger property or any part thereof, as may be solely decided by the Promoters, and the Allottee/s take/s notice that a no objection certificate may be required from such banks and financial institutions for the creation of any encumbrances on the said Premises. The Allottee/s agree/s and undertake/s to the same and further agree/s that the Allottee/s shall not create any encumbrances over the said Premises till such time that an no objection certificate in writing is received from such banks and financial institutions. The payments in relation to the purchase of premises / units need to be deposited by way of a cheque drawn in favour of the _____

Account with Bank as provided **Fifth Schedule** herein below.

iii. After the Promoters executes this Agreement, it shall not mortgage or create a charge on the said Premises 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/s who has / have taken or agreed to take the said Premises. Provided however, that nothing shall affect the already subsisting mortgage / charge created over the said Premises in favour of _____

Account with Bank as provided **Fifth Schedule** herein below.

iv. Notwithstanding anything contrary to clauses contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoters) and notwithstanding the Promoters giving any no objection/ permission for mortgaging the said Premises or creating any charge or lien on the said Premises and notwithstanding the mortgages / charges /lien of or on the said Premises, the Promoters shall have the first and exclusive charge on the said Premises and all the right, title and interest of the Allottee/s under

this Agreement for recovery of any amount due and payable by the Allottee/s to the Promoters under this Agreement or otherwise.

50. User

The Allottee/s shall use the said Premises agreed to be sold by the Promoters to the Allottee/s for residential purpose and said Parking space allotted under podium /stilt/open car parking space for parking their own car and will not use the same for any other purpose, without obtaining the prior written consent of the Promoters and/or the said Society as the case may be.

51. Binding Effect:

Forwarding this Agreement to the Allottee/s by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s this Agreement with all the Schedules and Annexure/s thereto along with the payments due as stipulated in the Installments at Clause 3(c) above, within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for the registration of this Agreement before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoters. If the Allottee/s fail/s to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar of Assurances for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, the application of the Allottee/s shall be treated as cancelled and all the sums deposited by the Allottee/s in connection therewith, including the booking amount, shall be returned to the Allottee/s subject to the terms agreed .

52. Waiver:

Any delay or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance or relaxing the payment schedule or any installment thereof by the Promoters shall not be construed as a waiver on the part of the Promoters.

53. Entire Agreement:

This Agreement, along with its Schedules and Annexure/s, constitutes the entire Agreement among the Parties hereto with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises and / or the Car Parking Space/plot/building, as the case maybe.

54. Right to Amend:

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

55. Provisions of this Agreement applicable to Allottee/s' subsequent Allottee/s:

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 Real Estate Project and the Whole Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the said Premises in case of a transfer as the said obligations go along with the said Premises, for all intents and purposes.

56. Severability:

If any provision of this Agreement shall be determined to be void or unenforceable under RERA or the Rules and Regulations made there under or under other applicable laws, such provisions of this Agreement shall be deemed to be amended or deleted in so far as they are reasonably inconsistent with the purpose of this Agreement and to an extent necessary to conform to RERA or the Rules and Regulations made there under or the applicable laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of the execution of this Agreement.

57. Method of calculation of proportionate share:

Wherever in this Agreement it is stipulated that the Allottee/s has / have to make any payment in common with the other Allottees in Real Estate Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project.

58. 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.

59. Place of Execution:

The execution of this Agreement shall be complete only upon its execution by the Promoters, through their respective authorized signatories, at the Promoter's office or at some other place which may be mutually agreed between the Promoters and the Allottee/s in Mumbai City. After this Agreement is duly executed by the Allottee/s and the Promoters or simultaneously with the execution hereof, the said Agreement shall be registered at the office of the concerned Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Mumbai.

60. Notices

All notices to be served on the Allottee/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoters by courier or registered post A.D or notified email ID / under certificate of posting at their respective addresses specified in the **Fifth Schedule**. It shall be the duty of the Allottee/s and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post, failing which all communications and letters posted at the above address shall be

deemed to have been received by the Promoters or the Allottee/s, as the case may be.

61. Stamp Duty and Registration:

- i.** The Allottee/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all the documents for the sale and/or transfer of the said Premises, including applicable stamp duty and registration charges on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee/s' account.
- ii.** The Allottee/s and/or the Promoters shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act, 1908 and the Promoters shall attend such office and admit execution thereof.
- iii.** The Promoters shall prepare where required the deed of the Lease and all other documents to be executed in pursuance of these presents and all costs, charges and expenses including stamp duty registration and execution of the Lease and other documents and the formation or registration or incorporation of the said organization shall be borne and paid by all the Allottee/s of various units in said Buildings on the said property in proportion to the respective area of the respective unit.

62. Joint Allottee/s:

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

63. Governing Law:

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India including RERA as applicable in Mumbai City and the Courts of Law in Mumbai will

have exclusive jurisdiction with respect to all the matters pertaining to this Agreement.

64. Permanent Account Number:

The Permanent Account Number of the Parties are as set out in the **Fifth Schedule** hereunder written.

65. Dispute Resolution:

(a) Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of RERA and the Rules and Regulations there under.

(b) Irrespective of disputes if any, which may arise between the Promoters and the Allottee/s, all amounts contributions and Deposit, including amounts payable by the Allottee/s to Promoters, under this agreement, shall always be paid punctually by the Allottee/s, to the Promoters and shall not be withheld, by the Allottee/s for any reason whatsoever

66. Interpretation:

In this Agreement where the context admits:

(a) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

- (b)** any reference to the singular shall include the plural and vice-versa;
- (c)** any references to the masculine, the feminine and the neuter shall include each other;
- (d)** any references to a “company” shall include a body corporate;
- (e)** the word “Business Day” would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;
- (f)** The Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any Schedules thereto. Any references to clauses, sections and schedules are to the clauses, sections and schedules of this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the clauses, sections and schedules in which the reference appears;
- (g)** references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (h)** the expression “the Clause” or “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
- (i)** each of the representations and warranties provided in this Agreement is independent of the other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

- (j) in the determination of any period of days for the occurrence of an event or the performance of any act or thing, it shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
- (k) the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (l) references to a person (or to a word importing a person) shall be construed so as to include:
 - i. an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality / separate legal entity);
 - ii. that person’s successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and
 - iii. references to a person’s representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
 - iv. Where a wider construction is possible, the words “other” and “otherwise” shall not be construed ejusdem generis with any foregoing words.

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

FIRST SCHEDULE (Part A) HEREIN ABOVE REFERRED TO :

(Description of the said First Property)

ALL THAT PIECE AND PARCEL of land bearing Survey No. 106, admeasuring 15350 square meters, all situate, lying and being at Village Ghodbundar, Taluka and District Thane and in the Registration District and Mumbai Suburban District and now within the limits of Mira Bhayander Municipal Corporation

FIRST SCHEDULE (Part B) HEREIN ABOVE REFERRED TO :

(Description of the said Second Property)

ALL THAT PIECE AND PARCEL of land bearing Survey No. 109/8, admeasuring 130 square meters, all situate, lying and being at Village Ghodbundar, Taluka and District Thane and in the Registration District and Mumbai Suburban District and now within the limits of Mira Bhayander Municipal Corporation.

SECOND SCHEDULE (Part A) ABOVE REFERRED TO :

(Description of the Land-1)

ALL THAT PIECE AND PARCEL of portion of said land bearing Survey No. 106, admeasuring 8361.20 square meters, lying and being at Village Ghodbundar, Taluka and District Thane and in the Registration District and Mumbai Suburban District and now within the limits of Mira Bhayander Municipal Corporation

SECOND SCHEDULE (Part B) ABOVE REFERRED TO :

(Description of the Land-2)

ALL THAT PIECE AND PARCEL of portion of said land bearing Survey No. 106, admeasuring 730.9 square meters, lying and being at Village Ghodbundar, Taluka and District Thane and in the Registration District and Mumbai Suburban District and now within the limits of Mira Bhayander Municipal Corporation

SECOND SCHEDULE (Part C) ABOVE REFERRED TO :

(Description of the Land-3)

ALL THAT PIECE AND PARCEL of portion of land bearing Survey No. 224/1(A) 1(B) (part) admeasuring 20,310 square meters, lying and being at Village Ghodbundar, Taluka and District Thane and in the Registration District and Mumbai Suburban District and now within the limits of Mira Bhayander Municipal Corporation.

THIRD SCHEDULE ABOVE REFERRED TO :

(Description of the Larger Property)

ALL THAT PIECES AND PARCELS of lands totally admeasuring
23989.23 bearing

- i. Sub Plot A admeasuring 20969.23 sq.mtrs square meters,
- ii. Survey No. 104, admeasuring 3020 square meters, lying and
being at Village Ghodbundar, Taluka and District Thane and in
the Registration District and Mumbai Suburban District and now
within the limits of Mira Bhayander Municipal Corporation

FOURTH SCHEDULE (Part A) ABOVE REFERRED TO :
(Real Estate Project Amenities”)

Proportionate right equal to the immediate area abutting the main entrance door after the landing on the said floor of the said unit along with all allottees of the units in the said property (applicable to the case of residential premises only)

Proportionate right along with all allottees of units in the said property in limited common area and facilities i.e. to say :

1. Multipurpose court
2. Jogging track
3. Kids Play area
4. Tennis court
5. Cricket Pitch
6. Swimming Pool and Kids pool

FOURTH SCHEDULE – PART B

OTHER FACILITIES as per the provisions in this Agreement:

1. Club House
 - a. Gymnasium
 - b. Multipurpose hall / Yoga Room
 - c. Indoor Games Room

FIFTH SCHEDULE HEREINABOVE REFERRED TO:

(Meaning of the Terms and Expressions)

Terms and Expressions	Meaning
The said Premises	Residential Premises / unit bearing No. _____ admeasuring approximately _____ square metres equivalent to approximately _____ square feet carpet area as per RERA without/with exclusive balcony area admeasuring _____ sq. mtrs on the _____ floor of the Wing _____ of the Real Estate Project i.e. said Building / RNA VIVA- I (hereinafter referred to as the " said Premises ").
The Sale Consideration	Rs. _____/- (Rupees _____ _____ _____ only).
Name of the Account for the Payment of the Sale Consideration	Account number : _____ BANK NAME “ _____ Address: _____ _____ IFSC number : _____ (“The said Account”).
Completion Date	As provided in Clause 9 hereinabove
The said Nominee	Name 1.: _____ Relationship with Allottee/s: _____ Address of the said Nominee: _____

	Email address : _____ Name2: _____ Relationship with Allottee/s: _____ Address of the said Nominee: _____ Email address : _____
Name, Address and E-mail of the Allottee/s for the Purposes of this Agreement	Name1: _____ Address: _____ Email address : _____ Name2: _____ Address: _____ Email address : _____
Name, Address and E-mail of the Promoter for the Purposes of this Agreement	RNA CORP PVT LTD. RNA Corporate Park, Next to Collector's Office, Kala Nagar, Bandra – East, Mumbai 400 051 contact number and email id :
Permanent Account Number	Promoter's PAN: AAECR7699K Allottee/s' PAN: _____ Allottee/s' PAN: _____ Allottee/s' PAN: _____
Architects/ Licensed surveyor	M/s Anish & Associates
RCC Consultants	H. M Raje Structural Consultants Private Limited

SIXTH SCHEDULE ABOVE REFERRED TO :

GENERAL SPECIFICATIONS OF FLAT

- RCC framed structure, Internal wall finished with Gypsum plaster.
- Vitrified tiles in Living, Dining and Bedrooms.
- Laminated wooden flooring in One Bedroom.
- Marine Ply door for Main door and bathroom doors, commercial ply for all other doors.
- Bathrooms with accessories and dado tiles up to door height.
- Concealed plumbing and wiring.
- Western style toilet of reputed make.
- Kitchen granite platform, stainless steel sink.
- Aluminum window with granite sills.
- Paint : Water resistant Acrylic paint.

SIGNED SEALED AND DELIVERED by)

Within named **“PROMOTERS”**) FOR **RNA CORP. PVT. LTD.**

RNA CORP PVT. LTD. by and through)

It’s Director) **DIRECTOR/CONSTITUTED ATTORNEY**

In the presence of

1.

2.

SIGNED, SEALED AND DELIVERED by)

The within named **“ALLOTTEE/S”**)

_____)

_____)

_____)

_____)

_____)

In the presence of)

1.

2.

RECEIPT

RECEIVED from the within named Allottee/s a sum of
Rs. _____/- (Rupees _____)

_____ only)

being amount of earnest money as mentioned herein, paid by
him/her/them to us by Cheque / PO / DD / Cash No. _____

Dt. _____ drawn on _____
_____ Branch _____

Receipt issued, vide Receipt No. _____ dated _____

This Agreement is issued and valid subject to realization of all the
cheques mentioned under this Agreement.

WE SAY RECEIVED

FOR **RNA CORP. PVT. LTD.**

DIRECTOR/CONSTITUTED ATTORNEY

LIST OF ANNEXURE/S

- | | | |
|---------------------|---|--|
| Annexure “A” | : | Layout Plan of Larger Property with Buildings to be constructed in Phase I, II and III |
| Annexure “B” | : | Copies of the Intimation of Disapproval and the Commencement Certificate |
| Annexure “C” | : | Copy of the RERA Certificate |
| Annexure “D” | : | Authenticated Copies of the 7/12 extracts of the said larger property |
| Annexure “E” | : | Copy of the said Title Certificate of the said property |
| Annexure “F” | : | Copy of the Sanctioned Floor Plan of the said Premises |