

R.N.A. BUILDERS (N.G.)

28, Raja Bahadur Building, 1st Floor, Mumbai Samachar Marg,
Near Bombay Stock Exchange, Fort, Mumbai - 400 023.
Tel. : 6623 6300 • Fax : 6623 6322

Date :

To,

.....
.....
.....
.....

Reference : Your Booking Letter dated

Subject : Allotment of Flat in N G Canary Phase I at Mira Road (E)

Dear Sir/Madam,

We have allotted you Flat No. areaSq. Mtr. in Carpet at Building No. 1A
N G Canary Phase I at Mira Road (E).

for a price of Rs.....

(In Words Rupees)

We have received a sum of Rs. vide Cheque No. dated drawn on
ICICI Bank Ltd, Fort Branch being the earnest deposit towards issue of allotment of said flat.

The promoter shall draw the agreement for sale in favour of purchaser namely
..... & the purchaser will pay stamp duty, registration charges and get the
flat registered at the earliest. The payment schedule shall be drawn in the agreement and the
purchaser agrees to make the payment to the developers strictly as per schedule mentioned
therein under agreement as per the clauses mentioned therein.

For M/s RNA Builders(NG)

Authorized Signatory

AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this ____ day of _____, 20__ BETWEEN RNA BUILDERS (NG), a Partnership Firm , having its registered office at 28, Raja Bahadur Mansion, 1st Floor, Mumbai Samachar Marg, Near Share Market, Opp. State Bank of India, Fort, Mumbai – 400 023, hereinafter referred to as the “Promoters” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors in title and permitted assigns and its authorized signatory) of ONE PART; AND Shri/Smt/M/s./Miss./ _____, having his/her/their address for the purpose of these presents at _____, hereinafter referred to as the “Allotee/S” (which expression shall unless it be repugnant to the context or meaning thereof shall in case of individuals mean and include his/her/their respective heirs, executors, administrators, successors and assigns and in case of partnership firm the partner or partners for the time being and from time to time constituting the said firm and survivors or survivor of them and the heirs, executors and administrators and assigns of last surviving partner and in case of incorporated bodies, its permitted successors and assigns) of the OTHER PART.

WHEREAS:

(a) Smt. Hirabai Daji Mhatre and Others agreed to sell the property to RNA Builders under the Articles of Development Agreement Dated 07.01.1989 for Old Survey No. 98, Hissa No. 1, New Survey No. 98, admeasuring 4706.09 Sq.Yds. being at Village Ghodbunder, Taluka Bassein, District Thane.

(b) Smt. Hirabai Daji Mhatre and Others executed Power of Attorney in favour of Narinderpal Gupta and Others Dated 07.01.1989 for Survey No. 98, Hissa No. 1, admeasuring 4706.09 Sq.Yds. being at Village Ghodbunder, Taluka Bassein, District Thane.

(c) Under the Family Settlement, the said Property came to the Share of Shri. Narinderpal Gupta and Others from Shri. Anil Kumar Aggarwal and Others by Declaration, and Power of Attorney Executed in favour of Narinderpal Gupta Group from Anil Kumar Aggarwal Group Both Dated 07.01.1999.

(d) AND WHEREAS the Competent Authority, Thane under Urban Land (Ceiling and Regulation) Act, 1976 issued ULC No. ULC/TA/W.S.H.S.20/SR-580 Dated 07.03.1994, was allowed and permitted by the said Owner to hold and was allowed to carry out the terms and conditions therein contained Annexed hereto.

(e) AND WHEREAS the Collector of Thane under Order Bearing No. MAHSOOL/KAS-1/T-I/ NAP/SR-74/2008 Dated 03.04.2008 was allowed and permitted to use the said property for Non Agriculture as proposed for Residential purpose Annexed Hereto.

(f) AND WHEREAS the said property stands in the Revenue Records in the name of the said Owners and WHEREAS the photocopies of the said Revenue Records are Annexed hereto, and in Other Column Right RNA Builders name is appearing.

(g) AND WHEREAS Shri. S. P. Pandey, Advocate High Court Title Certificate Dated 24.01.2013, Annexed Hereto.

(h) AND WHEREAS Mira Bhayandar Mahanagar Palika, Mira Road approved the plans vide Letter No. M.B./MNP/NR/1968/2014-15 Dated 27.10..2014 Annexed Hereto.

(i) By virtue of the above referred Agreements, and various documents, RNA Builders (NG), a Partnership Firm is entitled to develop the said property.

(j) The said property is a complex/Building and the Promoters have acquired rights of development of the said Property as a single venture in the nature of the trade, the development, construction whereof requires large resources including finance, skill, labour and the development and construction whereof has to be in terms of the conditions imposed by the appropriate statutory authorities;

(k) The Promoters have prior to the execution of these presents represented to the Purchasers that the Promoters shall be developing the entire property in part and or in full, and or in phases, by constructing thereon consisting of Residential Building alongwith Flat, Shop, Office, consisting of

Building 1 A, B, Stilt/Ground + ____ Floors to be known as “N.G. CANARY” (being the phase I of the project and hereinafter referred to as the “said Building/s”) as per the approved plans and permissions and sanctions granted by MBMC, The Buildings/and Commercial , will be constructed on the said property, to be constructed phase wise at the convenient of the Promoter from time to time.

The Allotee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said ‘Apartment’) in the _____ wing of the Building No. 1 being constructed in the Phase I of the same project, by the Promoter.

AND WHEREAS the Promoter has entered into a standard agreement with its Architects, viz Mr. D.N Patel & Associates (hereinafter referred to as ‘The Architect’), who are registered with the Council of Architecture, and such agreement is as per the agreement prepared by the Council of Architecture, and the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the said project/ buildings, and the promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the said Building.

The Promoters are fully authorized to utilize and consume the plot potential of the entire said property i.e. F.S.I. as may be permissible by Government of Maharashtra, including any additional FSI, and for that purpose the Promoters for the development of the said property are absolutely entitled to alter and/or amend the plans and specifications in the manner as may be approved by the concerned authorities. By virtue of the development agreement the Promoter has the sole and exclusive right to sell the apartments in the said building/s to be constructed by the Promoter on the project land and to enter into agreement/s with the Allotee/S to receive the sale consideration in respect thereof from time to time in various phases. The Allotees hereby accords his consent for the same and agrees not to raise any objections, claims, right, title, interest and entitlement in respect of the said development to be carried on by the Promoters on the said property, to consume existing and or additional FSI if any and/or TDR and/or additional FSI that may become available, in different phases form time to time at the convenience of the developer. The Purchasers hereby accords his consent for the same

and agrees not to raise any objections, claims, right, title, interest and entitlement in respect of the said development to be carried on by the Promoters on the said property, to consume existing and or additional FSI if any.

While sanctioning the said plans for the said building/s the concerned local authorities MBMC, have laid down/may lay down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters as may be applicable while constructing the said building/s and upon due observance and performance of which only the Occupation Certificate and or the Building Completion Certificate in respect of the said building/s shall be granted by the concerned local authority; However, any delay in issuing of Occupation Certificate and or Building Completion Certificate, shall not be consider as delay in Possession, since, along with the normal delay in construction, the Corporation takes its own time, similarly more so, there are various other permission by Government/Semi Government, which are received exorbitantly delayed, such delay, will also not be consider as delay in possession.

The Promoter shall not be responsible for water supply if not received in the Building after the Building Completion Certificate/Occupation Certificate is received.

AND WHEREAS the Allotee/s herein has demanded from the Promoter and the Promoter has given inspection to the Allotees, of all the documents of the title relating to the said Building described in the Schedule II hereinunder written and also the plans, designs and specifications of the said building prepared by the Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the said Act') and rules and regulations made thereunder. After the Allotee's enquiry, the promoter herein has requested to the Allotee's to carry out independent search by appointing his/ her / their own Attorney / Advocate and to ask any queries, he/ she/ they have regarding the marketable title and rights and authorities of the promoter. The Allotees has/have satisfied himself/ herself / themselves in respect of the marketable title and rights and authorities of the Promoter herein. That the Allotee has given his specific

confirmation herein that the responsibility of the title of the said land be on the developer up and until the conveyance of the said building/ phase/ wing and the said land there under.

AND WHEREAS the authenticated copies of certificate of title issued by the attorney at Law or advocate of the Promoter, authenticated copies of property Card or extract of Village forms VI and VII and XII or any other relevant revenue records showing the nature of the title of the Promoter to the project land on which the apartments are constructed or are to be constructed have been annexed here to and marked as **Annexure A and B** respectively.(Copy of the title certificate and the extracts of the rule 7/12 as per the Maharashtra Land Revenue Code) Annexed hereto and marked as **Annexure J and K** are the orders passed by the Competent authority under the Urban Land (Ceiling and Regulation) Act, 1976 and also annexed as **Annexure L** is the permission granted by the competent authority under the Maharashtra Land Revenue Code to convert the land to Non Agricultural use.

AND WHEREAS both authenticated copies of the plans of the layout as approved by the concerned Local Authority have been annexed here to and marked as **Annexure C-1**.(Copy of the Commencement Certificate)

AND WHEREAS the authenticated copies of the plans of the layout as proposed by the Promoter and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed here to and marked as **Annexure C-2**.(layout)

AND WHEREAS the copy of the proposed layout plan and the proposed building/ phase/ wing plan showing the future proposed development as disclosed by the developer in his registration before the RERA Authority and further disclosures on the website as mandated by the Developer have been annexed hereto and marked as ANNEXURE C2A. (Phase 1, 2).

AND WHEREAS the clear block plan showing the Building which is intended to be constructed and to be sold and the said unit which is intended to be bought by the Allottee is in this said Building which is clearly demarcated and marked and which is for the purposes of this Agreement. The Building in which the unit stated that the Allottee intends to purchase and the Allottee shall have the right to claim the same for is marked as **Annexure C3** (Floor Plan).

AND WHEREAS authenticated copies of the layout and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the Local Authority has been annexed and marked as **Annexure D** (Copy of Plan approved by the Local Authority)

AND WHEREAS the Promoter has got approvals from the concern local Authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approval from various authorities from time to time, so as to obtain building completion certificate or occupancy certificate of the said building.

AND WHEREAS While sanctioning the said plans for the said building/s the concerned local authorities Mira Bhayender Municipal Corporation ('MBMC'), have laid down/may lay down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters as may be applicable while constructing the said building/s and upon due observance and performance of which only the Occupation Certificate and or the Building Completion Certificate in respect of the said building/s shall be granted by the concerned local Authority; However, any delay in issuing of Occupation Certificate and or Building Completion Certificate, shall not be consider as delay in Possession, since, along with the normal delay in construction, the Corporation takes its own time, similarly more so, there are various other permission by Government/Semi Government, which are received exorbitantly delayed, such delay, will also not be consider as delay in possession.

AND WHEREAS the Promoter has accordingly commenced construction of the said Building/S accordance with the said proposed approved plans.

AND WHEREAS the Allottee has agreed and applied to the Promoter for the purchase of the said unit based on going through all the conditions stated in the sanctioned plan by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the Allottee strictly

AND WHEREAS the Allottee on confirmation of accepting all the conditions of sanction plan by competent authority has further stated that if any condition that have been imposed on the said Building/ Phase/ Wing which are contrary to the prevalent laws/ rules/ regulations under which the sanctioned plan have been given shall not be binding on the allottee and that the Allottee shall not hold the Promoter responsible for such contrary conditions.

AND WHEREAS the Allottee has independently made himself aware of the specifications provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same and have been annexed and marked as **Annexure-G** (List of items covered in maintenance to be collected)

AND WHEREAS the Allottee has been shown the conditions of the contracts with the vendors/contractors/manufacturers and workmanship and quality standards of the product/ fittings and fixtures as agreed between the promoter and the vendor and on independently verifying the same the allottee has now agreed to the same as conditions mentioned in this contracts and that the allottee agrees to abide by the same failure of which shall absolve the Promoter to that extent.

AND WHEREAS the Promoter has registered a project under the provisions of the Real Estate (Regulation and Redevelopment) Act 2016 with the Real Estate Regulatory Authority at **Mumbai** on under registration number have been annexed and marked as **Annexure F.**

AND WHEREAS the allottee has applied for an Apartment in the said project vide application number _____ dated _____ for Apartment Number _____ having carpet area of _____ sq. Mt i.e. _____ Square Feet, Type _____ and exclusive cupboard area and balcony area admeasuring _____ square meter i.e. _____ square feet on _____ floor in building number _____ being constructed in the Phase I of the said project building number 1 A,B with stilt parking number _____ admeasuring _____ square meter i.e. _____ square feet in the _____ (annexed and marked here to as Annexure H) if applicable and pro rata share in the common areas under ('Common Areas') as defined under clause n of section 2 of the Act (hereinafter referred to as 'the said Apartment') and further _____ square meter i.e. _____ square feet of limited common areas and facilities both of which are more particularly described in schedule III and the floor plan of the Apartment is annexed here to and marked as **Annexure E** (copy of floor plan)

AND WHEREAS,relaying upon the aforesaid application, the Promoter has agreed to allot and sell to the Purchasers the said Apartment at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

AND WHEREAS the carpet area of the said apartment is _____ square meters and the carpet area' means the net usable floor area of an apartment, excluding the area covered by the

external walls, areas under service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or Verandah area and exclusive open terrace area are appurtenant to the said Apartment for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Apartment.

AND WHEREAS prior to the execution of this present is, the Allotee has paid to the Promoter a sum of Rs. _____ /- (Rupees _____ only), being a part payment of the sale consideration of the apartment agreed to be sold by the Promoter to the Allotee as advance payment or application fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allotee has agreed to pay to the Promoter the balance of the sale consideration as prescribed in the payment plan as may be demanded by the Promoter within the time and the manner specified therein.

In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter here by agrees to sell and the Allotee here by agrees to purchase the (apartment/plot) and the stilt parking (if applicable) as specified herein.

Notwithstanding anything otherwise stated in any other document/ allotment / letter given or communicated with the allottee anytime prior, this agreement shall be considered as the only document and its condition shall be read as the only condition valid and basis for which the said unit is agreed to be sold to the allottee.

AND WHEREAS the parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all times, conditions and stipulations contained in this agreement and all applicable laws are now willing to enter into this agreement on the terms and conditions appearing hereinafter.

And that the allottee has not given any third party rights to enforce the said agreement unless the said unit is transferred to them.

AND WHEREAS under section 13 of the said act the Promoter is required to execute a written agreement for sale of the said Apartment with the Allottee, being in fact these presents and also to register said agreement under the Registration Act 1908. The Parties hereto and desirous to reduce in writing all the terms and conditions of this transactions and hence this presents.

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

1. CONSTRUCTION OF THE PROJECT /APARTMENT

The Promoter shall construct the said building/S consisting of _____ ground, stilt , and _____ upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned Local Authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the apartment of the Allottee except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said phase which are required to be made by promoter in compliance of any direction or order etc issued by the competent authority, under any law of the state or

central government for the time being in force. Promoter may also make minor alterations as may be required by the Allotee.

2. CONSIDERATIONS/PRICE OF THE SAID APARTMENT:

(a) (i) the Allotee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allotee apartment number. _____ in building number 1 A, B of the type _____ of carpet area admeasuring _____ sq. Meters on _____ floor in the building 1 A, B (hereinafter referred to as the 'Apartment') as shown in the floor plan thereof hereto annexed and marked **Annexures D and E** (copy of approved plan and floor plan) for the consideration of Rs. _____/- (Rupees _____ Only) including Rs. _____/- (Rupees _____ Only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the SECOND SCHEDULE annexed herewith.

(ii) The Allotee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allotee stilt parking bearing Nos. _____ situated at ground floor of building 1 A, B constructed in the layout for the consideration of Rs. _____/- (Rupees _____ Only).

(b). The total aggregate consideration amount for the apartment including stilt parking spaces is thus Rs. _____/- (Rupees _____ Only).

(c). The Allotee has paid on or before execution of this agreement some of Rs. _____ /- (Rs. _____ only) as advance payment or application fee and here by agrees to pay to the Promoter the balance amount of Rs. _____ /- (Rs. _____ only) in the following manner:-

i. Amount of Rs. _____ /-(Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of the agreement.

ii. Amount of Rs. _____ /-(Rupees _____ only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said apartment is located.

iii. Amount of Rs. _____ /-(Rupees _____ only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and in stilt of the building or wing in which the said apartment is located.

iv. Amount of Rs. _____ /-(Rupees _____ only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of walls, internal plaster of the said apartment

v. Amount of Rs. _____ /-(_____ only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of staircases, lift walls, lobbies, upto the floor level of the said apartment.

vi. Amount of Rs _____ /-(Rupees _____ only)
(not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing an external plaster, elevation, terraces with waterproofing, of the building or wing in which the said apartment is located.

vii. Amount of Rs. _____ /-Rupees _____ only)
(not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environmental requirements, entrance lobby/S, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the agreement of sale of the building or are being in which the said apartment is located.

viii. Balance amount of Rs. _____ /-(Rupees _____ only)
against and at the time of handing over of the possession of the apartment to the Allotee on or after receipt of occupancy certificate of completion certificate.

(d) The total price above excludes taxes consisting of tax paid or payable by the Promoter by way of value added tax, service tax, and Cess, GST or any other similar taxes which may be levied., in connection with the construction of and carrying out the project payable by the Promoter up to the date of handing over the possession of the (Apartment/Plot).

(e) The total price is escalation-free except escalations/increases, due to increase on account of development charges payable to the competent Authority and/or other increase in charges which may be levied or imposed by the competent Authority Local Bodies/ Government from time to time. The Promoter undertakes and that while raising a demand on the Allotee for increase in development charges, cost, or levies imposed by the competent authorities etc, the Promoter shall enclose the said

notification/order/rule/regulation published/issued in that behalf to the effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The Promoter may charge the Allottee separately for any upgradation/ changes specifically requested or approved by the Allottee in fittings, fixtures and specifications and any other facility which have been done on the allottee's request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

The Promoter herein on due date/ or on reaching aforesaid construction milestone/ state shall intimate the amount payable as stated above in writing or by digital email, to the allottee and the allottee shall make payment of such due amount to the promoter within seven days from the date of receiving such intimation. The allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the service tax, VAT, GST and such other taxes, cesses, charges etc without any delay along with each installment.

(f) The Promoter may allow, in its sole discretion, a rebate for early payment of equal installments payable by the Allottee by discounting early payments @6% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Allottee by the Promoter.

(g) The Promoter shall confirm the final carpet area that has been allowed to the Allottee after the construction of the building is complete and the occupancy certificate/ BCC is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three per cent. The total price table for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 45 days with annual interest at the rate as per the State Bank of India highest marginal cost of lending rate plus 2% per annum, from the date when is

such an excess amount was paid by the Allotee. If there is any increase in the carpet area allotted to Allotee, the Promoter shall demand additional amount from the Allotee as per the next milestone of the payment plan. All the monetary adjustments shall be made at the same rate per square meter as agreed as per the terms this agreement.

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

(i) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local Authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allotee, obtain from the concerned local Authority occupancy and/or completion certificate in respect of the Apartment.

(j) Time is essence for the Promoter as well as the Allotee. The Promoter shall abide by the time schedule for completing the project and handing over the (Apartment/Plot) to the Allotee and the common areas to the association of the Allotees after receiving the occupancy certificate or the completion certificate or both, as the case may be, similarly the Allotee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause (c) herein above ("Payment Plan")

(k) MODE OF PAYMENT:-

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones (not valid in special where specific dates are mentioned), the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c. Payee cheque/demand draft or online payment (as applicable) in favour of **RNA Builders (N.G.) A/c No. 4911831005 or RTGS Favouring RNA Builders (N.G.) A/c No. 4911831005 Kotak Mahindra Bank Limited, Fort, Mumbai: 400 001, Branch, IFSC Code: KKBK0000957** payable at **Mumbai**.

(l) INTEREST ON UNPAID DUE AMOUNT:-

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum, with monthly rates, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the allottee/s from time to time or on completion of the said project/apartment, and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said apartment.

3. DISCLOSURES AND DECLARATIONS:

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **6682.14** square meters only and Promoter has also planned to utilize additional Floor Space

Index of by availing of TDR or FSI available in different phases on payment of premiums or FSI available incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulation, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of **4313.91** square meters as proposed to be utilized by him on the project land in the said Project under phase I and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

The allottee has been informed that the said project will be completed in different phases and the maximum phases would be five. However the allottee has agreed that in case of any inconvenience to allottee / allottees or proposed society, or registered society on account of completion and development of different phases or in part will never be objected by any of these, including, the construction, and development of the rest of the phases in part, and or in full, by raising any objections, legitimate or illegitimate.

However the allottee has also been informed that there are certain common amenities like roads, basements, stilt parkings, modular parking, podium, health club, swimming pool etc. etc., if proposed, shall be utilized by all proposed phases to come in part, or in full, in the said project, time to time, and the right of way shall always be common to all amenities.

The Promoter has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoter in the title report of the advocate. The Promoter has also disclosed to the Allottee/nature of its right, title, and interest or right to construct building/s, and also given in

section of all documents to the Allottee/s, as required by the law. The Allottee/s having acquainted himself/herself/themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.

SPECIFICATIONS AND AMENITIES:

The specifications and amenities of the apartment to be provided by the Promoter in the said project and the said apartment are those that are set out in Schedule IV hereto. Common amenities for the project on the said land are stated in the Schedule V annexed hereto. In the project multi storied high rise buildings/wings are under construction and considering to maintain the stability of the buildings/wings and internal structures, herein specifically informed by its consultant not to allow any internal changes. As per our policy there shall be no customization permitted inside the said apartment. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession.

4. COMPLIANCE OF LAWS RELATING TO REMITTANCES:-

- (i) The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modifications(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The

Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- (ii) The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

5. POSSESSION OF APPARTMENT:

- (i) The Promoter shall give possession of the Apartment to the Allottee on or before _____ day of _____ 20____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amount already received by him in respect of the Apartment with interest at the same rate as the State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. **Provided** that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to

be situated is delayed on account of War, civil commotion or act of God or any calamity by nature affecting the regular development of the real estate property, any notice, order, rule, notification of the Government and/or other public or competent Authority / court.

- (ii) Extension of time for giving possession as may be permitted by the Regulatory Authority under the Real Estate (Regulation and Development) Act, 2016 for reason where actual work of the said project/ building could not be carried by the promoter as per the sanctioned plan due to specific stay or injunction orders relating to the said project from the Court of Law, or Tribunal, competent authority, statutory authority, high power committee etc, or due to such circumstances as may be decided by the Authority.
- (iii) If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 30 days from that date. After any refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims, etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement provided a valid deed of cancellation of the unit is duly executed and registered to give effect to the above termination, before making any refund

- (iv) If the Promoter fails to abide by the time schedule for completing the project and handing over the (Apartment/Plot) to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.
- (v) Without prejudice to the right of Promoter to charge interest in terms of sub clause above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local Authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement.
- (vi) **Provided** that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee intimating him of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. **Provided further** that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjust-

ment and recovery of any administrative expenses agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

6. SCHEDULE FOR POSSESSION OF THE COMMON AMENITIES:-

- (i) The Promoter herein is developing the said land which consists of the building having common amenities like landscape garden, etc., the construction/development of the said common amenities is already completed on the said appurtenant land. The Promoter, states that the possession of the said common amenities is handed over to the Allottee on the date of allotment of the Apartment.
- (ii) That the allottees further agree that even where 'substantial completion' of works has been done and after receiving Occupation Certificate/ BCC from the competent authority possession of the said unit shall be given. That substantial completion would mean works done that do not affect his use or occupation of his unit and he can cohabit in the said unit. However if the developer is not allowed by the allottee or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the developer.
- (iii) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure 'I'** annexed hereto.

7. PROCEDURE FOR TAKING POSSESSION:

The Promoter, upon obtaining the occupancy certificate from the local/competent/ planning authority shall offer in writing to the allottees intimating that the said apartment is ready for your occupation.

The Allottee/s herein shall inspect the said apartment in all prospects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/ total price and dues to the promoter as per the terms and conditions of this agreement and take the possession of the said apartment within 15 days from the date of written intimation issued by the Promoter to the allottee herein . The promoter agrees and undertakes to indemnify the allottee/s in cse of failure of fulfillment of any of the provisions, formalities, documentation on the part of the promoter. The allottee agrees (s) to pay the maintenance charges as determined by the promoter/ association of the allottee as the case may be. It shall be expressly agreed that wherever it is the responsibility of the allottee to apply and get necessary services the same shall not be undertaken by the Promoter and the allottee shall solely responsible for the same.

(i) Failure of Allottee to take Possession of (Apartment/Plot):

Upon receiving a written intimation from the Promoter as per clause above, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails or commits delay in taking possession of said Apartment within the time provided in Clause above, such Allottee shall be liable for payment of maintenance charges as applicable, property tax, electricity charges, and any other expenses and outgoing in respect of the

said apartment and the Promoter shall not be liable for the maintenance, wear and tear of the said apartment.

(ii) Possession by the Allottee

After obtaining the occupancy certificate and handing over physical possession of the said Apartment to the Allottee/s, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common arrears, to the association of the Allottee/s or the competent authority, as the case may be, as per the local laws.

8. COMPENSATION:

- (i) The Allottee has given his specific confirmation herein that the responsibility of the title of the said land be on the Promoter and until the conveyance of the said building and the said land thereunder.
- (ii) Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein, or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of this registration under the Act; or for any other reason; the Promoter shall be liable; on demand to the allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% percent per annum within 30 days including compensation in the manner as provided under the Act.

- (iii) Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2%, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Apartment.

9. DEFECT LIABILITY:

- (i) If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee to received from the Promoter, compensation for such defect in the manner as provided under the Act.
- (ii) Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/wing 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 Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal

wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

- (iii) That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.
- (iv) Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to the same.
- (v) That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the 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 flats and the common project amenities wherever applicable.
- (vi) That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/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°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- (vii) It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor 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 unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

10. FORMATION OF ORGANISATION OF APARTMENT HOLDERS:

- (i) Considering the Promoter herein is carrying on the construction/ development of the said land in phases as aforesaid and further to have the maintenance of the building/s and common facilities more conveniently, there will be one or more associations of allottees/ cooperative societies and/or apex society and/or limited company or such as may be formed be prevailing local laws as may be applicable to said project, which the promoter shall decide as suitable for the apartment holders in the said project which is under construction on the said land.
- (ii) The Allottee along with other Allottee(s) of the Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration coming of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modification are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- (iii) The Promoter shall, within three months of registration of the Federation/Apex body of the societies are Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the vendor/lesser/original owner / Promoter and/or the owner in the project land on which the building with multiple wings or buildings are constructed.

11. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of complete amount of the Price of the said Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the said unit not later than 3 months and with proportionate indivisible share in the Common Areas on dt/- _____ to the society/association/federation/limited company (Please pick any one and follow the same throughout) as may be formed all the right, title and interest of the promoter/original owner/lessor/in the aliquot part of the said land i.e. said project referred in Schedule-II unless the above stated period is not clearly mentioned, it is otherwise agreed to by and between the parties hereto within 3 (three) months from the issuance of the occupancy certificate/BCC. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee.

12. PAYMENT OF TAXES, CESSSES, OUTGOINGS ETC:-

- (i) The Purchasers/s herein is well aware that, the State Government of Maharashtra has imposed value added tax (VAT), GST on the agreed consideration, for the transaction for sale of apartment by the Promoter to the Allottee of the apartments under the Value Added Tax Act 2002 and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allotte/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter herein to enable the Promoter to deposit / pay the same to the Government of Maharashtra.
- (ii) The Allottee/s herein is well aware that, the Central Government of India has imposed service tax on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of apartments by the Promoter to the Allottee/s and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the Promoter and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration.
- (iii) If at any time, after execution of this agreement, the service tax and Value Added Tax (VAT), GST etc is imposed/increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/duty/charges/premium/cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/

/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee the details of the taxes, paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- (iv) Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerk bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s as stated and defined as attached herewith in **Annexure G** Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. _____ /- (Rupees _____ Only) per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the build

ing or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

- (v) Notwithstanding anything contained herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said apartment being first encumbrance of the Promoter. The Allottee/s herein with due-diligence has accepted the aforesaid condition.
- (vi) That the allottees are made aware and expressly agree herein that where the project is out of water supply zone of the local authority and there is likely to be low water supply from the local authority and the allottee shall have to pay for the water charges either by tanker or any other form.

13. DEPOSITS BY ALLOTTEE WITH PROMOTER:

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

- (i) Rs. _____/- for share money, application entrance fee of the Society or Limited Company/ Federation/ Apex body.

- (ii) Rs. _____/- for formation and registration of the Society or Limited Company/ Federation/ Apex body.
- (iii) Rs. _____/- for proportionate share of taxes and other charges /levies in respect of the Society or Limited Company/ Federation/ Apex body.
- (iv) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/ Federation/ Apex body.
- (v) Rs. _____/- for deposit towards water, electric, and other utility, Grill Charges and services connection charges.
- (vi) Rs. _____/- for deposit of electrical receiving and Sub-Station provided in layout.

14. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: The Promoter hereby represents and warrants to the Allottee as follows:-

- (i) It has clear and marketable title with respect to the project land as declared in the title report annexed to this agreement and has the requisite right to carry out the development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project ;
- (ii) The Promoter has lawful rights and that was it approvals from the competent authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;

- (iii) There are no encumbrances upon the project land or the project except those disclosed in the title report;
- (iv) There no litigation is pending before any court of law with respect to the project land or project except those disclosed in the title report;
- (v) All drawings, sale plans, other drawings are as given to the Promoter by the Appointed Architect, Structural Consultants, other consultants, the developer has thus disclosed the same to the allottee and the allottee is aware that the professional liability have been undertaken by them individually with the developer which shall prevail on these consultants individually or cumulatively if there is any harm/loss caused to the allottee and based on the same, the allottee has agreed to take the unit/apartment.
- (vi) All approvals, licenses and permits issued by the competent Authority is with respect to the project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent Authority is with respect to the project, project land and the said building/wing shall be obtained by following due process of law and the Promoter has been and shall, or all times, remain to be in compliance with all applicable laws in relation to the project, project land, building/wing and common areas;
- (vii) The Promoter has 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 created you are in, may prejudicially be affected'
- (viii) The Promoter has not entered into any Agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect

to the project land, including the project and the said (Apartment/plot) which will, in any manner, affect the rights of Allotee under this agreement;

- (ix) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said (Apartment/plot) to the Allotee in the manner contemplated in this agreement;
- (x) At the time of the execution of the conveyance deed of the structure to the association of Allotees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allotees.
- (xi) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever payable with respect to the said projects to the competent Authorities;
- (xii) No notice from the Government or any other local body or any local Authority or by any legislative enactment, government ordinance, order, notification [including any notice for acquisition or requisition of the said property] has been received or served upon the Promoter in respect of the project land and/or the project except those disclosed in the title report;

15. COVENANTS AS TO USE OF SAID APARTMENT:

The Allotee/s or himself/themselves with the intention to bring all persons into whosoever hands the Apartment may come, hereby with the Covenants with the Promoters as follows:

- i. To maintain the Apartment at the Allotees own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to

be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or to make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local Authorities, if required;

- ii. Not to store in the Apartment any goods which are of hazardous , combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment 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 staircase or common passages or any other structure of the building in which the Apartment is situated, including the entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs in the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules, regulations, bye laws of the concerned local Authority or other public Authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local Authority and/or any other public Authority.

- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any-time make or cause to be made any addition or alteration whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and conditions, and in particular, So as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs, or RCC, Pardis, or other structural work in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or the portion of the Project land and the building in which the Apartment is situated.
- vii. Pay to the promoter within 15 days of demand by the promoter, his a share of security deposit demanded by the concerned local Authority or a government or giving water, electricity or any other service connection to the building in which the apartment is situated.
- viii. To bear and pay increases in the local taxes, water charges, insurances and such other levies, any, which are imposed by the concerned local Authority and/or government and/or

any other public Authority, on account of any change of user of the Apartment by the Allotee for any purposes other than for the purposes for which it was sold.

- ix. The Allotee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this agreement or part of it the possession of the apartment until all the dues payable by the Allotee to the promoter under this agreement are fully paid up.
- x. The Allotee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex body or Federation may adopt at its inception and the additions, alterations or amendments there off that may be made from time to time for protection and maintenance of the said building and the apartments there in 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 Allotee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex body/Federation regarding the occupancy and use of the apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.
- xi. Till a conveyance of the structure of the building in which apartment is situated is executed in favour of Society/Limited Society, the Allotee shall permit the promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

- xii. Till a conveyance of the project land on which the building in which apartment is situated executed in favour of Apex body or Federation, the Allottee shall permit the promoter and their surveyors and agents, with or without the workmen and others, at all reasonable times, to enter into an upon the project land or any part thereof to view and examine the state and condition thereof.
- xiii. That the allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non observance or non performance of such obligations given specifically herein to the allottee.
- xiv. That any nominated surveyor/architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the promoter and the allottee and the same shall be paid by the _____ as agreed mutually.
- xv. That nothing herein contained shall construe as entitling the allottee any right on any of the adjoining, neighboring or the remaining building/s common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allottee to the developer in this regards.
- xvi. That the parking spaces sold to the allottee shall be used only for the purposes of parking and that the said space is designed and made for use of parking a vehicle of not more than 12 tones and not more than 7.5 ft height. That this has been clearly made aware to the allottee and the same has been agreed by the allottee to follow.

16. NAME OF THE PROJECT /BUILDINGS/WING/S:-

- (i) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project "**N. G. Canary**" _____" and building will be denoted by

letters or name Building Number 1 A & B or as decided by the promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottee/s in the said project/building/s or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

17. ENTIRE AGREEMENT AND RIGHT TO AMEND:-

- (i)** This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment. This agreement may only be amended through written consent of the Parties.

18. SEPARATE ACCOUNT FOR SUMS RECEIVED:-

- (i)** The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s towards total price/consideration of the said apartment and as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or a Company or any such legal entity/organization that may be formed, towards the outgoings, legal charges etc.
- (ii)** Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilize the same as contemplated and permitted under the said act and rules and regulations made thereunder.

19. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGE:

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right is to only to the use and unless specifically allotted/given vides (limited) common areas/facilities, the use of the Common Areas/Amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time. That the list of things that would be covered under the maintenance head are clearly stated and which the allottee has expressly agreed to pay for (fully/proportionately) and marked and attached as **Annexure G**.

20. MEASUREMENT OF THE CARPET AREA OF THE SAID APARTMENT:-

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes , if any, in the carpet area, subject to a variation cap of three per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Architect of the project. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 2 of this Agreement. That

in such a case, the parties hereto agree that a nominated surveyor/architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTEES

- (i) 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 said project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
- (ii) That the allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specifically dispensed by the allottee to the promoter for the same, save and except his right to enjoy and use the unit purchased by him and any other rights given by the developer to the allottee for which consideration has been dispensed.

22. REGISTRATION OF THIS AGREEMENT:-

The Promoter herein shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee/s will attend such office and admit execution thereof, on receiving the written intimation from the Promoter.

23. PAYMENT OF STAMP DUTY, REGISTRATION FEE AND LEGAL CHARGES:-

- (i) The Allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favor of Allottee/s or Association/Society i.e. organization as may be formed in which the Allottee/s will be the member.
- (ii) The Allottee shall also pay to the Promoter a sum of Rs. _____/- (Rupees _____ Only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

24. WAIVER NOT A LIMITATION TO ENFORCE:-

- (i) The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.
- (ii) Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. Nothing contained in this agreement is intended to be nor shall be construed as a Grant, demise or assignment in law, of the said apartments or of the said plot and building or any part thereof. The Allottee shall have no claim save and except in respect of the apartment here by agreed to be sold to him and all open spaces, Parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter until the said structure of the building was transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex body/Federation as hereinbefore mentioned.

26. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this agreement shall not mortgage or create a charge on the apartment and if any such mortgage or charges notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken all agreed to take such (Apartment/plot).

27. BINDING EFFECT:

Forwarding this agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or at the Allottee until, firstly, the Allottee signs and delivers this agreement with all the schedules along with the payments are due as stipulated in the payment plan within 30 days from the date of receipt by the Allottee and a secondly, appears for registration of the same before the concerned sub-registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this agreement within 30 days from the date of its receipt by the Allottee and/or appear before the sub registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default which is not rectified within 15 days from the date of its receipt by the Allottee, application of the Allottee shall be

treated as cancelled and all sums deposited by the Allotee in connection there with including the booking amount shall be returned to the Allotee without any interest or compensation whatsoever.

28. SEVERABILITY

If any provision of this agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or in the applicable law, as the case maybe, and the remaining provisions of this agreement shall remain valid and enforceable as applicable at the time of execution of this agreement.

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

Where ever in this agreement it is stipulated that the Allotee has to make any payment, in common with other Allotees in project, the same shall be in proportion to the carpet and area of the (Apartment/plot) to the total carpet area of all the (Apartments/plots) in the project.

30. 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 merely 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 pursuant to any such transaction.

31. PLACE OF EXECUTION.

The execution of this agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoters office, or to some other place, which may be mutually agreed between the Promoter and the Allotee, in _____ after the agreement is duly executed by the Allotee and the Promoter or simultaneously with the execution the said agreement shall be registered at the office of the Sub-Registrar.

32. NOTICE:

That all notices to be served on the Allotee and the Promoter as contemplated by the agreement shall be deemed to have been duly served its sent to the Allotee or the Promoter by registered post A.D. and notified email ID/Under Certificate of posting at their respective addresses specified below.

Name of the Allotee _____

(Allotee's address) _____

Notified email id _____

Promoter name M/s RNA Builders (N.G.)

Promoters address 28, Raja Bahadur Mansion, 1st Floor, Mumbai Samachar Marg, Fort,
Mumbai-400023

Notified email id : - rna_ng@yahoo.co.in

It shall be the duty of the Allotee and the Promoter to inform each other of any change in address subsequent to the execution of this agreement in the about address by registered post failing which

all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allotee as the case maybe.

33. JOINT ALLOTEES

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

34. DISPUTE RESOLUTION:-

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

35. GOVERNING LAW

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter

PAN : - AAPFR9513G

Please enclose
photograph and
sign across the
photo

For RNA Builders (N. G.)

Allotee: (including joint allotee)

(1) _____

PAN : -

(2) _____

PAN : -

At _____ on _____

In presence of WITNESSES:

1. Name _____

Signature

2. Name _____

Signature

SIGNED AND DELIVERED BY THE WITHIN NAMED

RECEIVED of and from the withinnamed Purchaser/s }

a sum of Rs. _____/- (Rupees _____ }

_____ Only) by}

Cheque/P.O. /D.D. Details are as below being The }

amount of deposit of Booking Amount, towards part }

payment as within mentioned required to be paid by the }

Purchaser/s to us. }

1) Chq.No. _____ Dt. _____ Drawn on _____ Br. _____ Rs. _____

2) Chq.No. _____ Dt. _____ Drawn on _____ Br. _____ Rs. _____

We Say Received Rs. _____/-

FOR R N A BUILDERS (NG)

AUTHORISED SIGNATORY

This Agreement is issued Subject to realization of cheque. Subject to Mumbai Jurisdiction

