

## **AGREEMENT FOR SALE**

THIS AGREEMENT is made and executed at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_  
in the Christian Year Two Thousand Twenty-Four (2024) (“**Agreement**”)

### **BY AND BETWEEN**

**RAGHAV RAJ BUILDERS & DEVELOPERS LLP**, a limited liability partnership firm registered under the provisions of the Limited Liability Partnership Act, 2008 vide Registration No. LLP IN No. AAD 0888, having its registered office at A-710, Crystal Plaza, Opp. Infinity Mall, New Link Road, Andheri (West), Mumbai- 400 053, through its Designated Partner, Mr. Sudhanshu Ramavtar Agarwal, hereinafter referred to as the “**PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being constituting the said firm and the survivors or survivor of each of them and the heirs, executors and administrators of the last such survivor and his/her/their assigns) of **ONE PART**;

### **AND**

[Person(s) and his/her/its details mentioned in the **SECOND SCHEDULE** hereto], hereinafter referred to as the “**ALLOTTEE/S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include, (i) in case of individual purchaser/s, his/her/their respective heirs, successors, executors, administrators and permitted assigns; (ii) in case of HUF, the members and coparceners of HUF from time to time and the last surviving member and coparcener and the legal heirs, successors, executors and administrators of such last surviving member; (iii) in case of partnership firm, the partners for the time constituting the said firm, the survivors or survivor of them and their/his/her heirs, successors, executors and administrators; and (iv) in the case of a Company or an LLP, its successors in title and permitted assigns) of the **OTHER PART**;

[The Promoter and Allottee/s shall hereinafter individually be referred to as the “**Party**” and shall collectively be referred to as the “**Parties**”]

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**WHEREAS:**

- A. The Maharashtra Housing and Area Development Authority (hereinafter called “**MHADA**”) is the owner of a larger property situated at Sahakar Nagar bearing C.T.S. No. 49 (part) of Village Chembur, District Mumbai, within Greater Mumbai (hereinafter referred to as the said “**Larger Property**”)
- B. MHADA prepared a layout of the said Larger Property and constructed thereon multi-storied building and allotted the various tenements therein to individual/s allottees on ownership basis under various Letters of Allotment and placed the various allottees in possession of their respective tenements. The flats were allotted to owners as members have paid total consideration of the flat at the time of possession of flat.
- A. The allottees of tenements of Building No. 09 housing 20 residential tenements standing on all that piece and parcel of land admeasuring 604.66 sq. mtrs. and allottees of tenements of one Building No. 10 also housing 20 residential tenements standing on all that piece and parcel of land admeasuring 636.655 sq. mtrs. totaling to 1241.315 sq. mtrs. bearing C.T.S. No. 49 (Part) situated at Sahakar Nagar No. 5, Shell Colony, Chembur, Mumbai 400 071 (hereinafter collectively referred to as the said “**Manu CHSL Plot of Land**”) came together and formed a Co-operative Society namely **MANU CO-OP. HOUSING SOCIETY LTD.**, (hereinafter referred to as the said “**Manu Society**”) which was duly registered under provisions of Maharashtra Co-Operative Society Act, 1960 under registration no. 2206/1969.
- B. By and under an Indenture of Lease dated 19 May 1973 and duly registered before the Sub Registrar of Assurances under Sr. No. BOM/S-1978/1/11 dated 25 January 1974 the said MHADA (therein referred to as the “**Lessor**”) in its capacity as the owner of the said Manu CHSL Plot of Land demised the said Manu CHSL Plot of Land in favour of the said Society for a period of 99 years with effect from 16 October 1972 and on terms and conditions as set out therein.

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- C. By and under an Indenture of Sale dated 19 May 1973 and duly registered before the Sub Registrar of Assurances under Sr. No. BOM/S-1979/1/12 dated 25 January 1974 MHADA (referred to as the “**Owner**” therein) in its capacity as the Owner of the said Manu CHSL Plot of Land sold, transferred and conveyed the said Old Building No. 09 and one Building No. 10 to Manu Society as per the terms and conditions set out therein.
- D. Subsequently, Deputy Registrar, Co-operative Society, Mumbai Housing and Area Development Board, vide its Order dated 07 August 2009, cancelled the registration of erstwhile MANU CO-OP. HOUSING SOCIETY LTD and then BAHUJAN CO-OP. HOUSING SOCIETY LTD. bearing registration no. 2206/1969 and granted permission of division of the 04 independent societies (hereinafter referred to as the said “**Order of Division**”).
- E. On the basis of said Order of Division, the allottees of tenements in Building No. 09 consisting of ground plus 04 upper floors housing 20 residential tenements (hereinafter referred to as the said “**Old Building**”) standing on all that piece and parcel of land admeasuring 604.66 sq. mtrs. bearing C.T.S. No. 49 (Pt.) situated at Sahakar Nagar No. 5, Shell Colony, Chembur, Mumbai 400 071 (hereinafter referred to as the said “**Plot/Property**”) came together and formed a Co-operative Society namely **SAHAKAR NAGAR SHRAVASTI CO-OP. HOUSING SOCIETY LTD.**, (hereinafter referred to as the said “**Society**”) which is duly registered under provisions of Maharashtra Co-Operative Society Act, 1960. The said Old Building comprises of 20 (twenty) members who are in occupation of their respective flats and are the registered shareholders and members of the Society and each of them are issued 05 fully paid equity shares of the Society.
- F. The 20 (Twenty) members of the Society shall hereinafter individually be referred to as the “**Existing Member**” and shall collectively be referred to as the “**Existing Members**”.

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- G. In terms of what is stated hereinabove, the said Society is seized and possessed of and is well and sufficiently entitled to the leasehold right, title and interest in the said Plot more particularly described in the **FIRST SCHEDULE** hereunder written. A copy of the Property Register Card of the said Plot is annexed hereto and marked as **Annexure “\_\_\_\_\_”**. A copy of the layout plan showing the said Plot is annexed hereto and marked as **Annexure “\_\_\_\_\_”**;
- H. The said Old Building was in a dilapidated condition and the said Society deemed it desirable that a new building/s be constructed in place thereof by utilization of its optimum development potential inter alia to provide permanent alternate accommodation to the Existing Members free of cost on “Ownership Basis” subject to permission of the MHADA and all concerned statutory authorities and compliance and directives of the Ministry of Co-Operation, Marketing and Textiles, Government of Maharashtra vide circular No. CHS 2007/CR554/14-C dated 3 January 2009 issued under Section 79 (A) of the Maharashtra Co Operative Societies Act 1960 and or any other applicable provisions of law;
- I. The said Society in its Special General Meeting in the presence of the authorized officer of the Dy. Registrar of Co-operative Societies, MHADA, Mumbai unanimously voted in favor of the Promoter herein and granted the rights to redevelop the said Plot by constructing a new building on the said Plot under Regulation 33 (5) of new DCPR Rules amended on 8 October, 2013 read with MHADA and MCGM rules and regulations as amended up to date.
- J. The Deputy Registrar of Co-operative Societies, MHADA, Mumbai, by letter dated 01 July 2024 confirmed that the Promoter was duly elected and appointed as the developer by the said Society and that the said Society had complied with all the terms and conditions under the guidelines dated 3 January 2009 for redeveloping the said Plot. A copy of the said letter dated 01 July 2024 is annexed hereto and marked as **Annexure “\_\_\_\_\_”**.

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- K. By the Development Agreement dated 12 June 2024 executed by and between the said Society of the First Part, the Promoter herein (“Developer” therein) of the Second Part and Existing Members of the said Society of the Third Part (“**Development Agreement**”), the said Society granted development rights in respect of the said Plot to the Promoter with the permission to enter upon the said Plot and construct new building/s (“**New Building**”) thereon on the terms and conditions as contained in the said Development Agreement. The said Development Agreement is duly registered with the Joint Sub Registrar of Assurances at Kurla under Serial No. KRL-1/12626/2024 on 12 June 2024;
- L. By virtue of the said Development Agreement, each of the said 20 Existing Members became entitled to a new apartment each in the said New Building and the Promoter became entitled to sell the balance Apartments and premises in the said New Building to third parties, who would be admitted as members of the said Society;
- M. MHADA has, vide its Offer Letter dated 13 August 2024 bearing Ref. No. CO/MB/REE/NOC/F-1644/1894/2024 sanctioned the additional FSI permitted under Rule 33 (5) of the DCR as stated therein;
- N. Vide No Objection Certificate dated 23 August 2024 bearing Ref. No. CO/MB/REE/NOC/F-1644/1952/2024, MHADA granted its NOC and permission for the proposed redevelopment of the said Building No. 09 through utilization of FSI on the terms stated therein.
- O. Vide Intimation of Approval dated 13 September 2024 bearing Ref. No. MH/EE/(BP)/GM/MHADA-27/1961/2024/IOA/1/New, MHADA granted its approval for construction on the said Plot. A copy of Intimation of Approval (as amended till date, if any) is annexed hereto and marked as **Annexure “ \_\_\_\_ ”**.
- P. MHADA has issued Commencement Certificate (“**CC**”) dated 01 October 2024 bearing Ref. No. MH/EE/(BP)/GM/MHADA-27/1961/2024/CC/1/New (as amended till date) allowing the Promoter to commence construction of the

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said New Building on the said Plot. A copy of the said Commencement Certificate (as endorsed up to date) is annexed hereto and marked as **Annexure “\_\_\_”**.

- Q. The development/redevelopment undertaken by the Promoter in the manner aforesaid by constructing thereon the said New Building is hereinafter referred to as the said “**Project**”. The term the said “**Project**”, wherever the same appears hereinafter, shall include without limitation, the entire project of construction of the said New Building and the other structures and the entire development of the said Plot;
- R. The re-development of the said Building No. 09, as contemplated by the said Development Agreement inter alia includes:
- i. construction of the said New Building inter alia including the Existing Members’ apartments’, the Promoter’s apartments and Promoter’s car parking spaces by utilization of the Promoter area;
  - ii. allotment and sale of the Promoter’s apartments and the Promoter’s car parking spaces on “Ownership Basis” for valuable consideration under the applicable provisions of law from time to time, and/or grant of leases, tenancies, licenses, and/or any other alienation or dispose of such Promoter’s apartments and Promoter’s parking spaces as the Promoter deems fit, at its sole discretion; and
  - iii. admission, by the said Society, of the Allottees/Purchasers of Promoter’s apartments and Promoter’s car parking spaces, as members of the said Society.
- S. The Promoter presently and tentatively proposes to construct on the said Plot the said New Building being one building having stilt/ground + 19 upper floors to be named “**RAGHAV VISTA**”.

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- T. The Promoter has obtained requisite approvals from the concerned local authority(ies) for the plans, specifications, elevations, sections and of the said New Building and shall obtain the balance approvals from various authorities from time to time, so as to obtain the occupancy certificate for the said New Building.
- U. While sanctioning the plans, approvals and permissions as referred to hereinabove, the competent authorities have laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Promoter while developing the said Plot and the said New Building and upon due observance and performance of which only the occupation certificate in respect of the said New Building shall be granted by the competent authority.
- V. The Promoter has entered into a standard agreement with Licensed Surveyor **Mr. Suraj Rakesh Oza** registered with MCGM. The Promoter has appointed a structural engineer, **Mr. Kailash Anwala** for the preparation of the structural design and drawings of the said New Building and the Promoter accepts the professional supervision of the Licensed Surveyor and the structural engineer.
- W. The Promoter has obtained the Title Certificate dated 04 October 2024 from **Bhavya N. Jain, Advocate High Court**. The said Title Certificate is annexed hereto and marked as **Annexure “ \_\_\_\_ ”**.
- X. The Promoter has applied for registration of the Project under the provision of the Real Estate (Regulation and Development) Act, 2016 (“**Act/RERA**”) with the Real Estate Regulatory Authority; authenticated copy of the application is attached and marked **Annexure “ \_\_\_\_ ”** hereto (“**Real Estate Project**”).
- Y. The Allottee/s has/have approached and applied to the Promoter for allotment of an apartment (out of the Promoter’s Apartments) to the Allottee/s (“**Apartment**”) along with covered (i.e. stilt/basement/podium/mechanically operated/stack) car park space (“**Car Park Space**”) (“as applicable”) (the Apartment and the Car Park Space shall as the context may permit hereinafter be

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collectively referred to as “**Allotted Premises**”) and is more particularly described in **SECOND SCHEDULE** hereto. The "carpet area" means the net usable floor area of an apartment, and shall include exclusive balcony area, verandah area and exclusive open terrace (EBVT), if any and shall exclude the area covered by the external walls, areas under services shafts, but includes the area covered by the internal partition walls of the Apartment. In this regard, the Allottee/s has/have, prior to the date hereof, demanded from the Promoter and the Promoter has given to the Allottee/s inspection of the documents and records relating to the said Project as well as plans, approvals and other documents as specified under RERA as required to be disclosed. The Allottee/s has/have satisfied himself/themselves/itself in respect thereof, including the title of the said Society to the said Plot and the Promoter’s right to re-develop the said Building No. 09 and sell the Promoter’s share of Apartments.

Z. The consideration payable by the Allottee/s to the Promoter for the said Allotted Premises is more particularly specified in Second Schedule hereto (“**Sale Consideration**”). Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter a sum more particularly described in the **SECOND SCHEDULE** hereto as advance payment application fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) for the Allotted Premises to be sold by the Promoter to the Allottee/s and the Allottee/s has/have agreed to pay to the Promoter, the balance of the Sale Consideration in the manner provided in the Second Schedule hereto;

AA. As per Section 13 of the Real Estate (Regulation and Development) Act 2016, the Promoter is required to execute an Agreement for Sale of the Apartment with the Allottee/s, being in fact these presents and also to register the said Agreement for Sale under the Registration Act, 1908. The Stamp Duty and registration fees payable on this Agreement shall be borne by the Allottee/s and paid by the Promoter. All other costs, charges and payments if any shall be borne and paid by the Promoter and the Allottee/s shall take all necessary steps

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and co-operate with the Promoter in respect thereof failing which the Promoter shall not be responsible; and

BB. 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.

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

**1. RECITALS TO FORM AN INTEGRAL PART OF THIS AGREEMENT:**

The Recitals, Schedules and Annexures contained herein shall form an integral and operative part of this Agreement and shall be deemed to be incorporated in the operative part as if the same are set out and incorporated herein verbatim.

**2. PROJECT DESCRIPTION:**

The Promoter is constructing the said New Building known as **RAGHAV VISTA**, presently and tentatively comprising of **stilt/ground + 19 upper floors** on the said Plot in accordance with plans, designs and sanctions as approved by MHADA as per IOA and CC annexed hereto subject to amendments made therein from time to time.

**PROVIDED THAT** the Promoter shall have to obtain prior consent in writing of the Allottee/s as may be required by law, in respect of any variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities, or,

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due to change in law and/or as per any disclosure made to the Allottee/s by the Promoter.

**3. ALLOTMENT AND SALE CONSIDERATION:**

3.1. The Allottee/s hereby agree (s) to purchase and acquire from the Promoter, and the Promoter hereby agree (s) to sell to the Allottee/s, the Allotted Premises as per particulars appearing in the **SECOND SCHEDULE**. A copy of tentative Typical Floor Plan showing the said Apartment, is annexed hereto and marked as **Annexure “\_\_\_\_\_”**. The term “carpet area” shall mean as defined in Section 2 (k) of the Real Estate (Regulation and Development) Act, 2016.

3.2. The Allottee/s agrees and acknowledges that:

- a. The said Car Park Space (if applicable) is provided for exclusive use by the Allottee/s. The Allottee/s undertakes to pay such maintenance charges in respect of the said Car Park Space as may be decided by the Promoter/Society from time to time.
- b. The Allottee/s will be bound to abide by the rules and regulations as may be framed in regard to the said Car Park Space by the Promoter/Society.
- c. The Promoter will solely allocate the Car Park Space to the Allottee/s. The Promoter's decision regarding this allocation is final and binding, and the Allottee irrevocably agrees not to dispute the assigned Car Park Space's size, location, or type at any time in the future.
- d. The rights of the Allottee/s in respect of the said Car Parking Space shall be co-extensive and co-terminus along with this Agreement.
- e. The Automated/Mechanical Car Parking System is supplied by third-party vendors. The Allottee/s waives all claims and liabilities against the Promoter and its affiliates in the event of any malfunction,

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shutdown, or power-related issue. It is clarified that the Promoter shall not be responsible and/or obliged for the upkeep, functioning or maintenance of the car parking system.

- 3.3. The Allottee/s has/have agreed to purchase the Allotted Premises for a total consideration separately set out in the **Second Schedule** (“**Sale Consideration**”) inclusive of the proportionate price of common areas and facilities appurtenant to the Allotted Premises and the said New Building, the nature, extent and description of the common areas and facilities are more particularly described in the **THIRD SCHEDULE** hereunder.
- 3.4. The Sale Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges and expenses incidental thereto, maintenance and outgoing charges with respect to the said Allotted Premises and costs more particularly mentioned in **FOURTH SCHEDULE** hereunder written (“**Other Charges**”)
- 3.5. The Allottee/s has/have paid a sum as per Second Schedule (the payment and receipt whereof the Promoter doth hereby admits and acknowledges) to the Promoter prior to the execution of this Agreement as advance/application fee towards purchase of the Allotted Premises and hereby agree(s) to pay to the Promoter, the balance amount of the Sale Consideration as per the payment schedule more particularly mentioned in the Second Schedule hereto.
- 3.6. It is clarified that the Sale Consideration shall be payable by the Allottee/s in the **Bank Account No.** \_\_\_\_\_ maintained with \_\_\_\_\_ **Bank,** \_\_\_\_\_ **Branch** (“**Account**”) and the Other Charges shall be payable by the Allottee/s in the **Bank Account No.** \_\_\_\_\_ maintained with \_\_\_\_\_ **Bank,** \_\_\_\_\_ **Branch** (“**Other Charges Account**”) The Promoter confirms that it shall utilize the amounts

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received in Other Charges Account only for the purposes for which they have been received.

3.7. The Promoter shall intimate the Allottee/s of the completion of the construction of each stage in writing and shall support the same with a Certificate from the Promoter's Architect certifying that the given stage of construction has been completed ("**Demand**"). The Allottee/s agree/s and confirm/s that the payment of instalments shall be made to the Promoter within a period 07 (seven) working days from the date of receipt of Demand, without any delay or default, in terms of this Agreement, time for payment being of the essence of contract. The Promoter shall send such letter/notice demanding payment under certificate of posting, courier or email, which shall be sufficient for the Promoter to discharge its obligations under this clause.

3.8. All payments shall be made by way of demand drafts / pay orders / account payee cheques / RTGS / ECS / NEFT or any other instrument drawn in favour of / to the account of the Promoter as hereunder written. In case of any financing arrangement entered by the Allottee/s with any bank/financial institution with respect to the purchase of the said Allotted Premises, the Allottee/s undertakes to direct and ensure that such bank/financial institution disburse / pay all such amounts due and payable to the Promoter to the account of the Promoter as hereunder written. Any payments made to any other account other than as mentioned hereunder shall not be treated as payment towards Sale Consideration in respect of the said Allotted Premises. The Allottee/s explicitly agree/s and confirm/s that the Allottee/s shall not be given physical possession of the Allotted Premises and that no right, title, interest and/or claim of the Allottee/s in the Allotted Premises shall pass to the Allottee/s until the entire Sale Consideration along with interest, if any, and all the amounts due under this Agreement are fully paid by the Allottee/s to the complete satisfaction of the Promoter.

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- 3.9. The timely payment of the Sale Consideration and Other Charges, taxes, maintenance and outgoings by the Allottee/s in accordance with the provisions of this Agreement, is the basis of the sale and is one of the principal, material and fundamental terms of this Agreement.
- 3.10. The Other Charges are tentative and subject to finalization on or before handing over possession of the said Apartment. The changes, if any, in the Other Charges as set out in the Fourth Schedule shall be intimated by the Promoter to the Allottee/s on or before handing over possession of the said Allotted Premises to the Allottee/s. The heads of the Other Charges as set out in the Fourth Schedule are only indicative and not exhaustive and the Allottee/s agrees to pay such other charges/amounts or such increase in the Other Charges as the Promoter may indicate to the Allottee/s, without any delay or demur. The Allottee/s irrevocably and unconditionally agrees that the payment of Other Charges is a precondition for handing over possession of the said Apartment by the Promoter to the Allottee/s.
- 3.11. The payment of the Consideration and the installments related thereto shall be subject to the deduction of tax (“TDS”) as applicable from time to time. The Allottee/s shall deduct tax at source (“TDS”) from each installment of the Sale Consideration as required under the Income Tax Act, 1961 and deposit the same with the Income Tax Authorities without any delay or demur. The Allottee/s hereby agrees and undertakes that the Allottee/s shall solely be responsible for all consequences related to the non-payment of TDS to the Income Tax Authorities and any consequences related to non-payment including levy of penalties, interest, etc. shall be solely to the account of the Allottee/s and the Allottee/s shall indemnify and keep indemnified the Promoter in respect thereof. In the event of any loss of tax credit to the Promoter due to the Allottee/s’s failure to deposit the TDS as above, then, such loss shall be recovered by the Promoter from the Allottee/s. Provided that at the time of handing over the

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possession of the said Allotted Premises, if any TDS certificate / challan is not produced, the Allottee/s shall pay equivalent amount as interest-free refundable deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee/s producing such challan/ certificate within 2 (two) months of possession. Provided further that in case the Allottee/s fail/s to produce such challan/ certificate within the stipulated period of 2 (two) months, the Promoter shall be entitled to appropriate the said deposit against the receivable from the Allottee/s.

- 3.12. The Sale Consideration and the Other Charges (collectively referred to as “**the Total Price**”) above excludes taxes. Therefore, in addition to the Sale Consideration and the Other Charges mentioned hereinabove, the Allottee/s shall bear and pay the taxes by way of Good and Service Tax, and Cess or any other indirect and similar taxes, which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Allotted Premises and/or this Agreement and the Promoter shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof. All taxes, levies, duties, cesses, charges whether currently applicable or payable or which may become applicable or payable at any time in future including but not limited to service tax, GST, Swachh Bharat Cess, Krishi Kalyan Cess, LUC tax and VAT, LBT and/or all other direct / indirect taxes / duties, impositions applicable, levied by the Central and/or State Government and/or any local, public or statutory authorities / bodies (“**Statutory Charges**”) under the provisions of the applicable law or any amendments thereto pertaining or relating to the sale of said Allotted Premises and/or the transaction contemplated herein and/or in respect of the Sale Consideration and/or the other amounts are to be borne and payable by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof. The Allottee/s shall also fully reimburse the costs and expenses that may be incurred by the Promoter by reason of any legal proceedings that may be instituted by the concerned

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authorities or the Government against the Promoter or vice-versa on account of such liability. Further, in event additional taxes are levied in any manner or form by any the concerned authorities or the Government on the transaction contemplated herein by virtue of change in the Applicable Law or otherwise then the Allottee/s shall solely be liable to bear and make payment of such additional taxes.

3.13. Notwithstanding anything contained herein, the Allottee/s authorize/s the Promoter to adjust/appropriate all payments made by him/her/them under any head/s of dues against lawful outstanding (including but not limited to cheque bouncing charges, cheque handling charges, etc.), if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

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

3.15. The Promoter may allow, in its sole discretion, at the request of the Allottee a rebate for early payment of installments payable by the Allottee/s by discounting such early payments. It is clarified that the Promoter, though not liable to do, but may provide a rebate for early payments and the same may be decided by the

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Promoter on a case to case basis for the period for which the respective installment has been preponed.

3.16. The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said New Building is complete and the Occupation Certificate is granted by MHADA, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the carpet area of the Apartment shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the defined limit of 3%, then, the Promoter shall refund the excess money paid by the Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s beyond the variation cap of 3% as mentioned above, the Promoter shall demand additional amount from the Allottee/s towards the Sale Consideration, which shall be payable by the Allottee/s prior to taking possession of the Apartment. It is clarified that the payments to be made by the Promoter/Allottee/s, as the case may be, under this Clause, shall be made at the same rate per square feet as agreed herein.

3.17. The Promoter shall be entitled to mortgage/securitize the Sale Consideration and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

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3.18. Time is the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the Project and handing over the Allotted Premises to the Allottee/s and the common areas to the said Society after receiving the occupancy certificate. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/it and meeting the other obligations under this Agreement as per “Payment Plan” which is more particularly stipulated in the Second Schedule hereto subject to the simultaneous completion of construction by the Promoter as provided herein above.

#### 4. POSSESSION OF APARTMENT:

4.1. The Promoter shall endeavor to complete the construction of the said Apartment and obtain the Occupation Certificate from the concerned authority, in respect of the said Apartment on or about **31 December 2028**, subject to grace period of six months (“**Possession Date**”).

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Allotted Premises on the aforesaid date, if the completion of building in which the said Apartment is to be situated is delayed on account of any or all of the following factors (“**Force Majeure Events**”) –

- i. War, civil commotion or act of God.
- ii. Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

4.2. **The Promoter agrees and undertakes to pay to the Allottee/s-- from the date on which the Allottee makes payment of an amount equivalent to 10% of the Sale Consideration (“**Initial Payment**”) till the date on which physical possession of the Premises is offered by the Promoter to the Allottee as per the provisions of this Agreement—a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)**

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*Initials of the Promoter*

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*Initials of the Allottee/s*

only) every month towards discount/compensation on the Sale Consideration. The said discount up to the date of registration shall be paid within 03 (three) days of registration of this Agreement and further discount/compensation for each month shall be paid by 10th of the succeeding month. Provided that the Allottee/s shall make payment strictly as per schedule, time being of essence, failing which the Allottee/s shall, not be entitled for discount/compensation corresponding to the delay period besides being liable for recourse set out in Clause 3.6. It is clarified that the above payment should be treated as discount till scheduled date of possession and thereafter, as delay compensation.

4.3. The Promoter shall, within 07 (seven) days of receiving the Occupation Certificate of the New Building from the competent authority, intimate the Allottee/s that the Apartment is ready for use and occupation and to clear all outstanding payments within 15 (fifteen) days from the date of such intimation and take the possession of the Allotted Premises.

4.4. Upon receiving the intimation, the Allottee/s shall pay all outstanding dues including Other Charges, Statutory Charges and interest, if any, to the Promoter within the period stated above and the Promoter, upon receiving all the outstanding payments from the Allottee/s, shall handover possession of the Allotted Premises to the Allottee/s. Before taking possession of the Allotted Premises, the Allottee/s shall execute all necessary indemnities, undertakings and such other documentation as may be prescribed in this Agreement and under the Act. In case the Allottee/s delay/s and/or fail/s to pay the outstanding dues including the Other Charges, Statutory Charges, if any, within the stipulated period as mentioned above, then the Allottee/s shall be liable to bear and pay the maintenance charges, interest thereon and all such charges as may be levied by the Society from the date of completion of 15 days of such intimation.

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*Initials of the Promoter*

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*Initials of the Allottee/s*

- 4.5. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter.
- 4.6. Upon Promoter offering possession of the Apartment, the Allottee/s agree/s to pay the maintenance charges in respect thereof to the said Society.
- 4.7. If the Promoter fails to neglects to give possession of the Allotted Premises to the Allottee/s within the Possession Date, subject to Force Majeure Events, the Allottee/s shall be entitled to either of the following:

**Continue with the Project:**

- i) The Allottee/s shall only be entitled for compensation as is set out in Clause 4.2;

**OR**

**Withdrawal from the Project:**

- ii) The Allottee/s shall be entitled to withdraw from the Project by giving a notice of cancellation of the booking of the Allotted Premises to the Promoter. The Allottee/s shall only be entitled for the (a) Refund of the Sale Consideration paid by the Allottee/s to the Promoter in respect of the Allotted Premises [after the deducting the said Deductions (*defined below*) including but not limited to all such payments as are made by the Promoter to the Allottee/s as per Clause 4.2] (“**Principal Amount**”) and (b) Interest on the Principal Amount at the prevailing rate of State Bank of India highest Marginal Cost of Lending Rate plus 2% (two percent) thereon.

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*Initials of the Promoter*

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*Initials of the Allottee/s*

## **5. APPOINTMENT OF FACILITY MANAGERS:**

- 5.1. Before the handover of the Society, the Allottee/s acknowledges and agrees that the Promoter may, at its sole discretion, choose to appoint a Facility Manager or Management Company (“**Facility Manager**”) to oversee the operation, maintenance, and management of the common areas, amenities, and facilities of the Project. The Promoter shall appoint such Facility Manager on an annual basis.
- 5.2. The Allottee/s agrees to pay their proportionate share of the costs, expenses, and charges incurred for the services rendered by the Facility Manager. Such costs shall be collected as part of the maintenance charges.
- 5.3. If a Facility Manager is appointed prior to the handover of the Society and the handover occurs during the appointed Facility Manager's ongoing term, the Society shall continue to retain the Facility Manager for the remainder of the appointed term. Upon the expiry of the term, the Society shall have the discretion to either extend the engagement of the existing Facility Manager or appoint a new Facility Manager.
- 5.4. Upon the handover of the Society, the responsibility for the management and maintenance of the Project, including its amenities and the engagement of the Facility Manager, shall rest solely with the Society.
- 5.5. The Allottee/s agrees that the appointment of the Facility Manager and the related terms shall be binding on all allottees, including the Allottee/s herein. The Allottee/s further agrees to adhere to rules and regulations as may be established by the Promoter and/or the Facility Manager/s.
- 5.6. The Promoter shall not in any manner be liable for any claim of any nature whatsoever, for any defects and / or any deficiency in the services provided by the Facility Manager at any time. Further, the Promoter shall not be liable for

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*Initials of the Allottee/s*

any warranty or guarantee offered by such the Facility Manager and it will be strictly between the Society, Allottee/s and such Facility Manager.

**6. DEFECT LIABILITY PERIOD:**

If within a period of five years from the date of handing over the Allotted Premises to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Apartment or the said New Building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. If there is a dispute between the Promoter and Allottee/s regarding any deficit in the Apartment or the said New Building or materials used therein, within a period of five years from offering possession, the said matter shall, on payment of such fees as may be determined by the Regulatory Authority, be referred for final decision to the Adjudicating Officer appointed under Section 72 of the Maharashtra Real Estate (Regulation and Development Act), 2016.

**7. EVENT OF DEFAULT IN PAYMENT BY ALLOTTEE/S:**

7.1. If the Allottee/s commits default in making timely payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including but not limited to his/her/its proportionate share of property taxes levied by concerned local authority, Other Charges, direct or indirect taxes, maintenance and outgoings etc.) or breach of any of the provisions of this Agreement, the same shall constitute an event of default on the part of the Allottee/s (“**Event of Default**”)

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7.2. In case of any Event of Default, the Allottee/s agrees to pay the Promoter interest @ 1.25% per month, on all amounts due and payable by the Allottee/s to the Promoter under the terms of this Agreement (“**Interest**”). The Allottee/s’s interest shall be payable from the date the concerned payment becomes due and payable till the date such amounts are fully and finally paid together with the interest thereon, if any. All payments made by the Allottee/s shall first be adjusted against the outstanding interest amount, if any, then towards the Statutory Charges and Other Charges, if any and then towards principal amount.

7.3. In addition to the Allottee/s’s liability to pay Interest, the Allottee/s shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by the Promoter for the purpose of enforcing payment of and recovering from the Allottee/s any dues whatsoever payable by the Allottee/s under this Agreement.

7.4. **Without prejudice to the right of the Promoter to charge Interest as mentioned above, upon occurrence of any two Event of Default, the Promoters shall, at its own option, be entitled to terminate this Agreement, without any reference to the Allottee/s;**

Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s, by Registered Post AD at the address / email provided by the Allottee/s, of his intention to terminate this Agreement and specifying the reasons thereof. If the Allottee/s fails to rectify the breach/s as specified by the Promoter within the aforementioned period then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement by sending a written notice to the Allottee/s (“**Termination Notice**”) in the manner stated above. It is clarified that failure to pay in response to any Demand /reminder shall constitute a default for the purpose of this clause.

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*Initials of the Promoter*

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*Initials of the Allottee/s*

7.5. On issuance of the Termination Notice, this Agreement, whether registered or not, shall ipso facto stand cancelled and be deemed to be null and void. Alternately and at the sole discretion of the Promoter, if the Promoter deems it necessary to make a deed of cancellation or such other documents (as may be required by the Promoter) (“**Cancellation Deeds**”), the Promoter shall be entitled to execute and register the same as the attorney of the Allottee/s. The refund shall be made only after the execution and registration of the said Cancellation Deeds.

7.6. Upon issuance of the Termination Notice, the Promoter shall be entitled to deduct from the Sale Consideration paid by the Allottee/s the following amounts (the said “**Deductions**”) (a) pre-quantified and agreed liquidated damages of the Sale Consideration as mentioned in the Second Schedule hereunder written and any losses that may be caused to or suffered by the Promoters, (b) brokerage, if any, paid by the Promoter to channel partner/agent, (c) all other unpaid taxes and outgoings in respect of the said Apartment up to the date of the Termination Notice, (d) All such payments as are made by the Promoter to the Allottee/s as per Clause 4.2 (e) the amount of interest payable by the Allottee/s on account of default committed by him/her/them, (f) amount of stamp duty and registration charges and expenses incidental thereto payable on the deed of cancellation, (g) in case the Allottee/s has opted for subvention scheme, the total amount of Pre-EMI interest paid and /or payable by the Promoter (in their discretion), if any, to the lending Bank/Financial Institution (h) any amount/interest reimbursed by Promoter to the Allottee/s; (i) in case the Allottee/s has availed any loan against mortgaged of the said Apartment, then all amounts disbursed by the lending Bank/Financial Institution to the Promoter, which amounts may be refunded by the Promoter (in their discretion), if any, to such lending Bank/Financial Institution directly. The Allottee/s waives his/her right to raise any objection to the said Deduction or adjustment or appropriation of the said Deductions.

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*Initials of the Promoter*

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*Initials of the Allottee/s*

- 7.7. The Promoter shall refund the balance, if any, to the Allottee/s within 90 (ninety) days from the date of registration of Cancellation Deeds. The Allottee/s shall execute and register the Cancellation Deeds within 15 (fifteen) days of the receipt of intimation from the Promoter.
- 7.8. It is clarified that upon receiving the Termination Notice, the Allottee/s shall have no claim of any nature whatsoever against the Promoter and/or the said Allotted Premises and the Promoter shall be entitled to deal with and/or dispose-off the said Allotted Premises in any manner they deem fit and proper without any reference to the Allottee/s and without any suit, claim or demand of the Allottee/s.. The Promoter shall not be liable to pay to the Allottee/s any interest on the amount so refunded upon termination.
- 7.9. Without prejudice to rights and remedies available to the Promoter under this Agreement, the Allottee/s agrees that if the Allottee/s has taken a loan from any bank/financial institution against the security of the said Allotted Premises with NOC of the Promoter and this Agreement is terminated by either Party then in that case Allottee/s hereby undertakes to clear the entire mortgage, debt, or any other outstanding amount and obtain necessary letter/ confirmation from such bank/financial institution inter alia stating therein that the bank/financial institution has released its mortgage/ charge on the said Allotted Premises and that the bank/financial institution shall have no recourse against the Promoter or the said Allotted Premises.
- 7.10. Notwithstanding anything contained herein, in case of termination of this Agreement, the Promoter shall after deducting all the costs set out in this Agreement, first offer the balance amount, if any, to the bankers/financial institutions who had disbursed the amount from the sanctioned limit against return of the original of this Agreement and only thereafter the balance, if any, shall be refunded to the Allottee/s in terms of this Agreement.

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*Initials of the Allottee/s*

7.11. The Allottee/s agrees that in the event of termination of this Agreement, it will be obligation of the Allottee/s to claim the refund of TDS amount, if any, from the Income Tax Department and the Promoter shall not be responsible for the same.

## **8. DISCLOSURES TO THE ALLOTTEE/S:**

### **8.1. Title**

The Allottee/s has/have satisfied himself/herself/itself/themselves about the rights and title of the Promoter to sell the Promoter's Apartments in the said New Building and the entitlement of the Promoter to develop the said Plot. The Allottee/s shall not be entitled to further investigate the title of the Promoter, and no requisition or objection shall be raised on any matter relating thereto.

### **8.2. Approvals**

- i) The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the approvals and permissions issued in respect of the development of the Project.
- ii) The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the drawings, plans and specifications in respect of the said New Building, the layout thereof, IOA, CC, building plans, floor plans, designs and specifications, common areas, facilities and amenities, and the entitlement of the Promoter to provide and designate the limited areas and facilities.

### **8.3. Furniture and fittings**

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the Apartment is set out in **Annexure “ \_\_\_\_ ”**.

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- 8.4. The Promoter currently envisages that the Project including common amenities shall be provided in the layout. Whilst undertaking the development of the Project to its full and maximal potential, the Promoter reserves its right to substitute, upgrade, modify, delete, relocate or enhance any or all the amenities, for which the Allottee/s hereby confirms and consents to such right of the Promoter and shall not raise any objections to such substitution, upgradation, modification, deletion, relocation, realignment, re-designation, or enhancement.
- 8.5. All materials including marble, granite, timber etc., contain veins and grains with tonality differences and though the Promoter shall pre-select such natural materials for installation in the Project, their non-conformity, natural discoloration or tonal differences at the time of installation is unavoidable and the Promoter shall not be responsible and/or liable for the same and the Allottee/s shall not raise any claim (s) against the Promoter in this regard.

**9. RIGHTS AND ENTITLEMENTS OF THE PROMOTER:**

- 9.1. The Allottee/s agree(s), accept(s) and confirm(s) that the Promoter is entitled to the rights and entitlements in this Agreement including as stated in this Clause.
- 9.2. The Promoter shall be entitled to develop the Project as the Promoter deems fit in accordance with the approvals and permissions as may be issued from time to time.
- 9.3. The Promoter shall be exclusively entitled to utilize, exploit and consume the entire development potential of the said Project (including by way of FSI and Transfer of Development Rights (“TDR”) nomenclature in any manner including additional/incentive/special/ premium/fungible/ compensatory FSI), as well as any further/future development potential capable of being utilized on the said Plot or any part thereof (including FSI/TDR nomenclature in any manner

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and purchased TDR), whether balance or increased, at present or in future, and as may arise due to any reason including change in applicable law or policy. Such development potential shall vest with the Promoter and has been reserved by the Promoter unto itself and may be utilized by the Promoter as the Promoter deems fit. The Promoter shall always be the owner and will have all the rights, title, interest in respect of the unsold Promoter's apartments and Promoter's share of un-allotted/unassigned car parking spaces. The Allottee/s will not have any right, title, interest, etc. in respect of the common areas and such other areas as may be designated as common areas by the Promoter and the said Society, save as specifically stated in this Agreement and the Allottee/s has/have agreed to purchase the Allotted Premises based on the unfettered rights of the Promoter in this regard.

9.4. The Promoter shall be at liberty to club the Project with any other adjoining property provided that the Allotted Premises of the Allottee/s is/are not adversely affected.

9.5. The Promoter shall be entitled to designate any spaces/areas on the Project or any part thereof (including on the terrace of the Project) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed by the occupants of the units/premises to be constructed thereon.

9.6. The Promoter and their surveyors, agents and assigns, with or without workmen and others, shall be permitted at reasonable times to enter into the Allotted Premises or any part thereof for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping the building or any common amenity in order and in good condition.

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*Initials of the Allottee/s*

9.7. The Promoter hereby declares that the Floor Space Index (FSI) available as on date in respect of the said Plot is 4505.70 square meters as proposed to be utilized on the said Plot in the Project. The Allottee/s has/have agreed to purchase the said Allotted Premises 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.

9.8. The Promoter has 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 allottee/s of Apartments as well as the Existing Members of the said Society in the said New Building shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Allottee/s of Apartments in the said New Building including the Allottee/s herein and the proportion to be paid by the Allottee/s as well as the Existing Members of the said Society shall be determined by the said Society/Promoter and the Allottee/s agree/s to pay the same regularly without raising any dispute or objection with regard thereto.

**10. MEMBERSHIP OF SOCIETY:**

10.1. The Promoter hereby agrees, covenants, represents and declares that the Society has clear and marketable title to the said Plot and said Building No. 09 mentioned in the First Schedule hereunder and the Promoter has the power and authority to cause admission of the prospective purchaser(s) of the Allotted Premises as a/the new member/s of the said Society provided that the new member shall not have ipso facto any right to the corpus fund of the said Society and that the said Society shall, for the purpose of bringing parity of the new members with the Existing Members shall be entitled to demand pro rata

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contribution from the Allottee/s towards corpus which the Allottee/s shall be bound to pay.

- 10.2. The Promoter shall cause to submit application for membership of the Allottee/s to the SAHAKAR NAGAR SHRAVASTI CO-OPERATIVE HOUSING SOCIETY LTD, being the existing co-operative housing society and require the said Society to induct the Allottee/s herein as member of the said Society as per the terms of the said Redevelopment Agreement dated 12 June 2024 executed between the said Society and the Promoter whereby the said Society has given its consent and confirmation to the Promoter to construct a building on the said Plot and has agreed to admit and induct the third party flat/apartment purchasers as their member/s.
- 10.3. The Allottee/s agree/s to sign and execute within 07 (seven) days of being offered possession of the Allotted Premises but before seeking possession thereof all the necessary applications, forms, documents or deeds and/or papers and pay the membership fees as may be required for the purpose of becoming member of the said Society.
- 10.4. It is agreed that the Allottee/s shall be bound by the rules and bye-laws of the said Society which is already in existence. It is, however, expressly agreed that the right, title and interest of the Promoter in the Allotted Premises shall be transferred, assigned in favor of the Allottee/s and the application for his/her/its membership to the said Society shall be submitted by the Promoter and only on condition that the Allottee/s and the other purchasers of the apartment strictly confirm to the terms and conditions of this Agreement and pay to the Promoter all the amounts due and payable under this Agreement.
- 10.5. Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Allotted Premises is ready for use and occupancy or the date of taking possession, whichever is earlier, the Allottee/s shall be liable to bear and pay the

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proportionate share (i.e. in proportion to the carpet area of the Apartment), of outgoings in respect of the said Plot and the said New Building namely local taxes, betterment charges and/or such other levies by the concerned local authority and/or government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the said New Building. Until the Allottee/s is/are admitted as the member/s of the said Society, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. Upon offering possession of the Allotted Premises by the Promoter, the Allottee/s agree/s to pay to the Promoter/Society the advance maintenance charges (“**Advance Maintenance Charges**”) as mentioned in the Fourth Schedule.

10.6. The Allottee/s is/are aware that it is a redevelopment project. The said Plot is owned by the said Society and the Allottee/s shall be admitted as the member/s of the said Society as soon as it may become possible. Upon Promoter offering possession of the said Apartment to the Allottee/s or upon admission of the Allottee/s as the member/s of the said Society, whichever is earlier, the maintenance charges and other outgoings shall be collected by the said Promoter/Society on a pro rata basis which the Allottee/s shall be bound to bear and pay.

10.7. The Allottee/s agree/s and undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before the 5th day of every month in advance for that month and shall not withhold the same for any reason whatsoever. It is agreed that non-payment or default in payment of outgoings on time by the Allottee/s shall be regarded as a default on the part of the Allottee/s and shall entitle the Promoter to terminate and cancel this Agreement in accordance with the terms and conditions contained herein.

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**11. CONVEYANCE OF STRUCTURE:**

The said Plot is owned by the said Society. Upon completion of the said New Building, the Allottee/s along with other similar allottees shall be inducted as a member of the said Society along with the Existing Members thereof. The Promoter shall be entitled to be admitted as a member of the said Society with respect of the unsold apartments till the sale thereof.

**12. NO CHANGE OF USER:**

The Allottee/s shall use the Apartment or any part thereof or permit the same to be used for the purpose of residence only. The Allottee/s shall use the Car Park Space only for purpose of keeping or parking the Allottee/s' own vehicle.

**13. ADDITIONAL CONTRIBUTION BY ALLOTTEE/S:**

The Allottee/s shall on or before taking possession of the Allotted Premises pay to the Promoter, such amounts as may have been paid by the Promoter towards any deposit for gas connection, electric, water meter or for any other purpose.

**14. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby represents and warrants to the Allottee/s as follows:

- a) The Promoter has clear and marketable title with respect to the development rights on said Project as declared in the Title Certificate annexed hereto and has the requisite rights to carry out development upon the said Plot and also has actual, physical and legal possession of the said Plot for the implementation of the Project;

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- b) The Promoter has lawful rights and requisite 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;
- c) There are no encumbrances upon the said Plot or the Project except those disclosed in the Title Certificate, if any;
- d) There are no litigations pending before any court of law with respect to the said Plot or Project except those disclosed in the Title Certificate;
- e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Plot and the said New Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said Plot and the said New Building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Plot, New Building and common areas;
- f) 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/s created herein, may prejudicially be affected;
- g) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Plot, including the Project and the Allotted Premises which will, in any manner, affect the rights of Allottee/s under this Agreement;

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*Initials of the Allottee/s*

- h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Allottee/s in the manner contemplated in this Agreement;
- i) 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 Project to the competent authorities till occupation certificate of the said New Building; and
- j) 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 Plot and /or the said New Building) has been received or served upon the Promoter in respect of the said Plot and/or the said New Building;

**15. COVENANTS OF ALLOTTEE/S:**

The Allottee/s or himself/themselves/itself with intention to bring all persons into whosoever hands the Allotted Premises may come, hereby covenants with the Promoter as follows:

- a) To maintain the Allotted Premises at the Allottee/s's own cost in good and tenantable repair and condition from the date that of possession of the Allotted Premises is taken and shall not do or suffer to be done anything in or to the said New Building in which the Allotted Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said New Building in which the Allotted Premises is situated and the

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Allotted Premises itself or any part thereof without the consent of the local authorities, if required;

- b) The Allottee/s agree(s) that he/she/it/they are aware that the Promoter is constructing the said New Building using “**Aluminum Form Technique**” and the Allottee/s shall not undertake any civil works, fit out works, repair or renovation of any nature whatsoever in the Allotted Premises which involves breaking of any walls, drilling of holes in walls, removal/installation of flooring or ceiling, bathroom works, kitchen works or any civil work not specifically mentioned herein without first submitting a detailed plan of the said works to be undertaken to the Promoter and obtaining its prior explicit written consent for the same;
- c) Availing a loan facility is the sole discretion of the Allottee/s herein, and the Developer shall facilitate to provide relevant document/s in relation to the Project to enable him/her/them to avail such a loan. In the event of non-disbursal by such Bank/Non-Banking Financial Institution/any other financial institution, due to any reason whatsoever, the Allottee/s hereby agrees that he/she/they shall not delay in making payments against any demand raised by the Developer on such grounds against the booking of the flat. The Allottee/s further agrees that he/she/they shall not hold the Developer and/or any of its representative(s) responsible or accountable of any nature/kind for delay in disbursement by the Bank/NBFC/any other financial institution. The Allottee/s may obtain finance from any financial institution/bank or any other source for purchase of the Apartment at their cost and responsibility. The Allottee/s’s obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee/s’s ability or competency to obtain such financing and the Allottee/s will always

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remain bound to make payment of the Consideration, Statutory Charges, Other Charges and other amounts payable under the terms of this Agreement. The Promoter shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the Apartment on any ground or revokes the loan already granted. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Allottee/s shall not make such refusal/ delay an excuse for non-payment of any installments / dues to the Promoter within stipulated time as per the Payment Schedule.

- d) The Allottee/s shall not keep any unlicensed pets or animals in the Allotted Premises and shall take prior permission of the Promoter or the said Society before keeping any pets in the Allotted Premises. In the event of the Allottee/s wanting to keep a licensed pet in the Apartment, a copy of the valid license obtained from the MCGM or any other concerned authority shall be forwarded by the Allottee/s to the Promoter. However, it shall be the sole discretion of the Promoter or the said Society to grant the said permission or to disallow the Allottee/s from keeping pets in the Apartment;
- e) The Allottee/s shall maintain the uniform design of the external elevation of the said New Building and shall not modify, alter or change the same in any manner whatsoever.;
- f) Not to store in the Allotted Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said New Building in which the Allotted 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

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damage the staircases, common passages or any other structure of the said New Building in which the Allotted Premises is situated, including entrances of the said New Building in which the Allotted Premises is situated and in case any damage is caused to the said New Building in which the Allotted Premises is situated or the Allotted Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach;

- g) Subject to what is stated hereinabove, the Allottee/s shall carry out at his own cost all internal repairs to the Allotted Premises and maintain the Allotted Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the said New Building in which the Allotted Premises is situated or the Allotted 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;
- h) Not to demolish or cause to be demolished the Allotted 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 Allotted Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said New Building in which the Allotted Premises is situated and shall keep the portion, sewers, drains and pipes in the Allotted 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 said New

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Building in which the Allotted Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural members in the Allotted Premises without explicit the prior written permission of the Promoter and/or the said Society;

- i) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Plot and the said New Building in which the Allotted Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- j) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Allotted Premises in the compound or any portion of the said Plot and the said New Building in which the Allotted Premises is situated;
- k) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government or giving water, electricity or any other service connection to the said New Building in which the Allotted Premises is situated;
- l) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority, on account of change of user of the Allotted Premises by the Allottee/s for any purposes other than for purpose for which it is sold;
- m) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Allotted Premises until all the dues payable by the

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Allottee/s to the Promoter under this Agreement are fully paid and only if the Allottee/s have not been guilty of breach of or no observance of the terms of this Agreement and until the Allottee/s have intimated the Promoter in writing and obtained the written consent of the Promoter for such transfer, assignment, lease etc;

- n) The Allottee/s shall observe and perform all the rules and regulations which the said Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said New Building and the Allotted 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 said Society regarding the occupancy and use of the Allotted Premises in the said New Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
- o) Till completion of the Project in every respect, the Allottee/s 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 Allotted Premises thereof to view and examine the state and condition thereof;
- p) Not to cause any nuisance or annoyance to the neighbor by indulging in any acts such as noise pollution, slaughter of animals, etc.;

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- q) Not to encroach upon or make use of any portion of the said New Building or any part thereof not agreed to be acquired by him/them or otherwise not forming part of the Apartment;
- r) Not to stock or keep any material, object or any other item in the open space of compound and/or park any vehicle in the compound;
- s) Not to put any signage or board in the said New Building or any part thereof or outside the Allotted Premises except as may be permitted by the Promoter;
- t) Pay to the Promoter/said Society the monthly contribution in terms of this Agreement or as may be determined by the Promoter/said Society from time to time due for the period commencing from 15 days after the Allotted Premises is offered for occupation or the date of taking possession, whichever is earlier by the Allottee/s regularly on or before the 5th day of each and every month towards his/her/their provisional proportionate share of any and other expenses, outgoings and expenses due in respect of the Apartment;
- u) Not to fix any grill(s) or any other objects outside the window(s) and/or main door of the Apartment other than what has been provided by the Promoter at the time of giving possession of the Apartment;
- v) Not to tamper with the elevation, outside color and aesthetic of the said New Building in any manner whatsoever. The Allottee/s shall keep the sewer, drains and pipes in the Apartment and appurtenance thereto in good and tenantable repairs and condition so as to support, shelter and protect the other part of the said New Building for any other purpose whatsoever as the same is provided as a refuge in case of fire;

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- w) The Allottee/s shall not under any circumstances make any changes to the external facade of the said New Building, projections, open spaces by any means, whether temporary or permanent. The painting of the external façade cannot be altered except with the consent of the Promoter in writing. Further, the Allottee/s shall not install wiring for electrical or telephone installation, television, antenna etc. on the exterior of the said New Building or any element that protrudes through the walls or the roof of the said New Building;
- x) Not to at any time demand partition of the Allottee/s's interest in the Apartment;
- y) The Allottee/s shall make use of the Lift/s installed in the said New Building for the purpose and under rules framed by the Promoter or the said Society. All Allottees using lift/s shall do so at their own risk. The Allottee/s shall not carry or cause to be carried heavy or bulky packages or material to the upper floors by Lift/s. The Allottee/s shall not cause any damage to the lift/s, staircase, common passages or any other part of the said New Building failing which shall be liable to pay penalty for such damage/s caused, as may be determined by the Promoter;
- z) Not to hang clothes, garments or any other thing for drying or for any other purpose from windows, balconies or terraces within the Apartment and will not put any plants/pots/flower pots or other such things that require watering so as is to avoid water seepage that causes deterioration of walls and colour of Building and further Allottee/s shall not dust rugs, clothes etc. from the windows or clean rugs etc. by beating on the exterior part of the said New Building;

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- aa) The Allottee/s shall not take any legal action against the Promoter without giving prior written intimation to the Promoter and without attempting resolution of the issues by mutual discussion with the Promoter;
- bb) The Allottee/s shall not be entitled to make any renovation plan or any structural changes without prior written permission of the Promoter, failing which the defect liability of the Promoter shall become null and void. The Allottee/s shall also furnish to the Promoter all such drawing and details as may be reasonable require by the Promoter for the purpose of grant of the permission.
- cc) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Apartments or of the Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Allotted Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter/said Society.

**16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has/have taken or agreed to take such said Apartment.

Provided the Promoter shall be entitled to mortgage/securitize the Sale Consideration and other amounts payable by the Allottee/s under this

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Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as is intimated. Further provided that the Promoter shall be at full liberty to create a mortgage or charge on unsold units in favour of any lender without any recourse against the Allottee/s.

**17. BINDING EFFECT:**

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Second Schedule within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and 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/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever **after deducting liquidated damages as per this Agreement.**

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**18. ENTIRE AGREEMENT:**

18.1. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter thereof and supersedes any and all understandings, any other agreements, reservation form, brochure, Expression of Interest (EoI), letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Allotted Premises.

18.2. All Brochures/Leaflets/Pamphlets/ads/ walk through presentations/ master plan/layout plan or any other document including photographs, images, designs, plans, specifications, layout, height, dimensions, facilities, vegetation, features and communication as contained therein, which are merely an artistic impression and imagination and may vary to actual project on site. The actual and physical features, amenities and facilities in the Project or the said Apartment would be in accordance with plans and specifications approved by the authorities and as contained in this Agreement.

**19. RIGHT TO AMEND:**

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

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

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**21. 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 this 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 the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

**23. 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.

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**24. PLACE OF EXECUTION:**

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

24.2. The Allottee/s and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

**25. NOTICES:**

25.1. All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D (Under Certificate of Posting) or notified Email ID/ at their respective addresses specified in the Second Schedule hereto.

25.2. It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address after the execution of this Agreement in the above address by registered post/email failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case maybe.

**26. JOINT ALLOTTEE/S:**

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That in case there are joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s 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 Allottee/s.

**27. STAMP DUTY AND REGISTRATION:**

The charges towards stamp duty and registration of this Agreement shall be borne by the Allottee/s and shall be paid by the Promoter/Allottee/s.

**28. DISPUTE RESOLUTION:**

If any dispute, differences and/or claims arises between the parties hereto in connection with the terms of this Agreements, the same shall be settled amicably by following conciliation proceedings. In case of failure to settle the dispute, differences and/or claims amicably by conciliation, the same shall be decided as per the provisions of RERA and the Rules and Regulations, thereunder.

**29. 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 for the time being in force and the courts of law in Mumbai will have the jurisdiction with respect to all the matters pertaining to this Agreement.

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**FIRST SCHEDULE**

All that piece or parcel of land admeasuring about 604.66 sq. meters, situated at C.T.S. No. 49 (part), along with the building thereon housing 20 tenements, known as **SAHAKAR NAGAR SHRAVASTI CO-OP. HOUSING SOCIETY LTD.** Situated, lying and being Building No. 09, Sahakar Nagar No. 05, Shell Colony, Chembur, Mumbai 400 071 and bounded as follows:

*That is to say:*

On and towards the North by:            Building No. 08  
On and towards the South by:            Pumphouse  
On and towards the East by:            Building No. 10  
On and towards the West by:            BMC Pipeline

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## SECOND SCHEDULE

### 1. ALLOTTEE'S PERSONAL DETAILS:

Name	
Constitution (individual/HUF/LLP/Company)	
Father's Name	
Husband's Name	
Nationality/Residential status	
Age/Date of formation	
Address	
Email	
P. A. No.	
Aadhar Card No.	

### 2. DESCRIPTION OF ALLOTTED PREMISES:

<b>Apartment details at RAGHAV VISTA:</b>	
Flat No.	
Floor No.	
Carpet Area (sq. mtrs.)	
Exclusive Balcony/Terrace Carpet Area (sq. mtrs.)	
<b>Car Parking details:</b>	
Level	
Type of parking	
Car parking unit no.	
Measurements	_____ sq. mtrs. having _____ ft. length x _____ ft. breath x _____ ft. vertical clearance

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**3. SALE CONSIDERATION:**

Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

**4. SCHEDULE OF PAYMENT OF SALE CONSIDERATION:**

Sr. No.	Stage of payment of Sale Consideration	Status	Amount (Rs.)	GST @ 5% (Rs.)	Total Amount (Rs.)
1.	a) Advance payment/ application fee	<b>Received</b>			
	b) Advance payment/ application fee Advance payment/ application fee	<b>Due</b>			
2.	Casting of Plinth Slab	<b>Not Due</b>			
3.	Casting of 1 <sup>st</sup> Slab	<b>Not Due</b>			
4.	Casting of 5 <sup>th</sup> Slab	<b>Not Due</b>			
5.	Casting of 9 <sup>th</sup> Slab	<b>Not Due</b>			
6.	Casting of 13 <sup>th</sup> Slab	<b>Not Due</b>			
7.	Casting of 17 <sup>th</sup> Slab	<b>Not Due</b>			
8.	Casting of Terrace Slab	<b>Not Due</b>			
9.	Within 7 days of offering possession.	<b>Not Due</b>			
		<b>TOTAL</b>			

**5. FORFEITURE ON CANCELLATION DUE TO ALLOTTEE'S DEFAULT:**

10% of Sale Consideration or a lump sum amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

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### THIRD SCHEDULE

(Details of the Common Amenities)

**Description of the common areas provided:**

Sr. No.	Types of common areas provided	Proposed date of Occupancy Certificate	Proposed date of handover for use	Size/area of the common areas provided
1.	Society Office	31 December 2028	31 December 2028	160 sq. ft.
2.	Fitness Centre/Gym	31 December 2028	31 December 2028	1000
3.	Entrance Lobby	31 December 2028	31 December 2028	900
4.	Under Ground Water Tank	31 December 2028	31 December 2028	2.50 lacs litre (including fire tank)
5.	Elevators – 4 nos.	31 December 2028	31 December 2028	Lift-1 (shaft size) = 1.80 x 2.00 Lift-2 (shaft size) = 2.90 x 2.00 Lift-3 (shaft size) = 2.90 x 2.00 Lift-4 (shaft size) = 1.80 x 2.00
6.	Common Terrace Area	31 December 2028	31 December 2028	4000 sq. ft.

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**Facilities/ amenities provided/to be provided within the building including in the common area of the building:**

Sr. No.	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities / amenities	FSI Utilized or free of FSI
1.	Society Office	NA	31 December 2028	31 December 2028	160 sq. ft.	As per 0 FSI
2.	Fitness Centre/Gym	NA	31 December 2028	31 December 2028	1000	As per 0 FSI
3.	Entrance Lobby	NA	31 December 2028	31 December 2028	900	As per 0 FSI
4.	Under Ground Water Tank	NA	31 December 2028	31 December 2028	2.50 lacs litre (including fire tank)	As per 0 FSI
5.	Elevators – 4 nos.	NA	31 December 2028	31 December 2028	Lift-1 (shaft size) = 1.80 x 2.00 Lift-2 (shaft size) = 2.90 x 2.00 Lift-3 (shaft size) = 2.90	As per 0 FSI

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					x 2.00 Lift-4 (shaft size) = 1.80 x 2.00	
6.	Common Terrace Area	NA	31 December 2028	31 December 2028	4000 sq. ft.	As per 0 FSI

**Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:**

Sr. No.	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities / amenities	FSI Utilized or free of FSI
1.	NA	NA	NA	NA	NA	NA
2.	NA	NA	NA	NA	NA	NA

**The size and the location of the facilities / amenities in form of open spaces ( RG / PG etc.) provided / to be provided within the plot and / or within the layout:**

Sr. No.	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
1.	RG	NA	2925 sq. ft.		NA

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**Details and specifications of the lifts:**

Sr. No.	Type Lift (passenger/service/str etcher/goods/fire evacuation/any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
1.	Passenger/ Fire	04	500 to 1000	1.5 to 1.75

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#### FOURTH SCHEDULE

(Details of the Other Charges)

##### Part A

Sr. No.	Particulars	Amount (Rs.)
1.	Charges towards formation and registration of the Society (if applicable).	
2.	Deposit towards water, electricity, and other utility and services connection charges.	
3.	All legal costs, charges and expenses (taxes to be paid separately by the Allottee/s at applicable rates)	
4.	Membership fee with respect to the club house forming part of the Project.	
5.	An ad-hoc amount towards the outgoings in connection with the development charges, taxes common infra, commercial services, facilities, amenities, which are common for the Project.	

##### Part B

Sr. No.	Particulars	Amount (Rs.)
1.	Share application money and entrance fee of the Society	500/- + 100/- (per Allottee)
2.	Proportionate share of municipal taxes and other charges/ levies in respect of the Society and/ or the Apex Body (taxes to be paid separately by the Allottee/s at applicable rates)	On pro-rata basis in proportion to all other allottees in the whole Project.
3.	Ad hoc maintenance charges for _____ months towards provisional monthly contribution towards outgoings of the Society and/ or the Apex Body (taxes to be paid separately by the Allottee/s at applicable rates)	On pro-rata basis in proportion to all other allottees in the whole Project.

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**IN WITNESS WHEREOF** the Parties hereto have set and subscribed their respective hands and seals to these presents the day and year first hereinabove written

SIGNED AND DELIVERED ]

by the within named **“PROMOTER”** ]

**RAGHAV RAJ BUILDERS** ]

**& DEVELOPERS LLP** ]

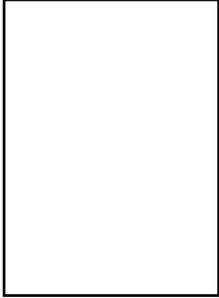
Through its Designated Partner ]

Sudhanshu Agarwal ]

In the presence of: ]

1. ]

2. ]



SIGNED AND DELIVERED ]

By the within named **ALLOTTEE/S** ]

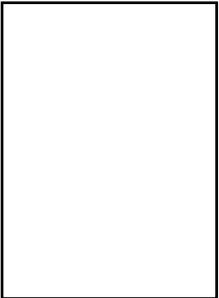
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In the presence of: ]

1. ]

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**LIST OF ANNEXURES**

<b>ANNEXURE REFERENCE</b>	<b>PARTICULARS OF ANNEXURE</b>
<b>ANNEXURE ___</b>	Copy of the Property Register Card
<b>ANNEXURE ___</b>	Copy of the layout plan
<b>ANNEXURE ___</b>	Copy of the letter dated 01 July 2024 of Deputy Registrar of Co-operative Societies, MHADA
<b>ANNEXURE ___</b>	Copy of Intimation of Approval (as amended till date)
<b>ANNEXURE ___</b>	Copy of the Commencement Certificate (as endorsed up to date)
<b>ANNEXURE ___</b>	Copy of the Title Certificate dated 04 October 2024
<b>ANNEXURE ___</b>	Copy of the RERA Registration Certificate
<b>ANNEXURE ___</b>	Tentative Apartment Floor Plan
<b>ANNEXURE ___</b>	List of amenities in the Apartment

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