

Date: _____

To,
Name and Address of Allottee

Re: Allotment of Flat bearing Flat No. _____ on the _____ Floor comprising of _____ Bedrooms, Hall and kitchen (BHK), admeasuring _____ sq. ft. RERA approved carpet area along with _____ car parking spaces in the building known as _____ (**“the building”**) redeveloped on ALL that piece and parcel of land bearing CTS No. 2 (Part) admeasuring about 882.92 sq. meters in the Nehru Nagar MHADA Layout of Viillage Kurla-III situate, lying and being at Mother Dairy Road, Kurla (East), Mumbai- 400 024 within the registration district and sub district of Mumbai Suburban.

Dear Sir,

1. You are aware that vide Development Agreement dated 18th August 2018 made and executed between the Ashapurti Co-Operative Housing Society Ltd, therein and hereinafter referred to as “the society” of the First Part, ourselves, therein referred to as “the Developers”, of the Second Part and all members of the said society, therein referred to as “the Confirming Members” of the third part and duly registered with the Sub-Registrar of Assurances at Kurla under Serial No. No.KRL-2/10194/2018, we have acquired the rights to Redevelop the MHADA leasehold land bearing CTS No. 2 (Part) admeasuring about 882.92 sq. meters in the Nehru Nagar MHADA Layout of Viillage Kurla-III situate, lying and being at Mother Dairy Road,

Kurla (East), Mumbai- 400 024 within the registration district and sub district of Mumbai Suburban (**“the said plot”**) by demolishing the existing building No. 144 popularly known as “Ashapurti CHS Ltd” standing thereon and constructing a new building of Ground Plus 17 upper floors by the Name of RAGHAV ONE (**“the said building”**) on the said plot;

2. You are desirous of acquiring the Residential Flat bearing Flat No. _____ on the _____ floor of the said building _____ (hereinafter referred to as **“the said Flat”**) being developed by us on the said plot alongwith _____ covered car parking spaces in the said building and have accordingly approached for allotment of the said flat and the said car parking spaces
3. Pursuant to your request, We hereby ALLOT the said Flat No. _____ admeasuring _____ sq. ft. (RERA Carpet Area) as defined under section 2 (k) of the Real Estate (Regulation and Development) Act 2016 and clarified by the Maharashtra Real Estate Regulatory Authority vide circular No. 4/2017 and _____ covered car parking spaces (hereinafter collectively referred to as **“the said premises”**) to you for a total consideration of Rs _____/- (Rupees _____ only) subject to the payment of sale consideration being paid by you as per our payment schedule stipulated hereunder and subject to compliance of other terms and conditions herein;
4. Agreed and confirmed by you (**“the Allottee”**), that prior to issuance of this allotment letter, the allottee has been shown and has perused and understood the sanctioned

plans including future plans which have been proposed by us (**“the Developers”**), for Development of the said property, the Property Card extracts, title Documents and other incidental documents with respect to the said property and has agreed, confirmed and approved the same. The Allottee agrees that he has gone through all the aforesaid documents thoroughly and is fully satisfied with the same and has accepted the same as project related title documents. The Allottee agrees, declares and confirms that he shall not raise any objections or requisitions of any nature whatsoever in future in respect of the said title documents or the rights of the Developer to Develop the said property;

5. As stated in clause 3, the Sale Price of the said premises is Rs _____ (Rupees_____ Only) in addition to other payments as mentioned herein below and the Allottee shall pay the said sale consideration to the Developer as per the following PAYMENT SCHEDULE and in the following manner

SR. NO.	Development Stages	Payment Due %
1	Earnest Money	10%
2	Plinth Work	25%
3	1st Slab	10%
4	4th Slab	10%
5	7th Slab	10%
6	10th Slab	10%
7	13th Slab	10%

8	16th Slab	5%
9	Painting Work	5%
10	On Possession	5%
	TOTAL	100%

The Allottee agrees that the above total sale consideration is only the payment towards the cost of the said Flat and ___ car Parking Spaces. All other taxes, levies, cess, assessment, imposts, TDS/GST etc. shall be paid separately by the Allottee to the Developers in addition to the sale consideration as per the statutory requirements from time to time.

6. It has been agreed that the time for payment of each installment is **THE ESSENCE OF THE CONTRACT**. The Allottee agrees that a Demand Notice forwarded by the Developers to the address provided by the Allottee or emailed at the email ID of the Allottee stating that a particular stage of construction has commenced or has been completed shall be sufficient proof thereof and the Allottee shall be liable to pay the installment as per the schedule under clause 5 hereinabove forthwith within 10 days of receiving the said Demand Notice. However, It is hereby Agreed by the Allottee that failure to receive such Demand Notice from the Developer requiring payment of any amount shall not be an excuse for non-payment of any amounts on their respective due dates.
7. Allottee agrees and confirms that all taxes, assessments, duties, cesses, levies, imposts (whether applicable/payable now or which may become payable in

future) including but not limited to Goods and Services Tax (GST) on any amount payable on the transaction contemplated herein shall be borne and paid by the Allottee alone in addition to the installments payable as per payment schedule in clause 5. The Developers shall not be responsible or liable or be required to bear and/or pay any of the aforesaid taxes or any part thereof. The Allottee has been specifically informed by the Developers that it shall be the sole and absolute responsibility and liability of the Allottee to bear and pay all taxes, assessments duties, cesses, levies and imposts, by whatever name it may be referred to, which may be imposed by any law for the time being in force in respect to the premises allotted to you hereunder;

8. Agreed and confirmed that the Allottee shall make payments due to the Developer within the time period mentioned in each Demand Notice and if payment is not made pursuant thereto then the Developers shall give a 7 Notice within which the Allottee shall be liable to pay the said outstanding amount demanded with interest calculated @ 18% per annum, from the due date till the date of actual payment. Further Agreed, Declared and Confirmed by the Allottee that if the allottee fails and neglects to pay the demanded installment within the specified period stated hereinabove then this allotment shall be automatically terminated, revoked and cancelled without any further recourse to the Allottee in that regard.
9. In addition to the Sale Consideration of Rs. _____/-, the Allottee shall pay to the Developers the following additional amounts on or before taking possession of the said premises as per Demand from time to time;

Particulars	Amount (INR)
Electric Meter connection / Sub Station/Water Meter charges	
Mahanagar Gas Connection	
Legal Charges	

It is clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and that the Allottee agrees to pay such other additional charges or increases in the said list mentioned herein above as the Developers may intimate to you from time to time

10. Upon execution of the Agreement for Sale, Payment of Full and Final Consideration to the Developers and receipt of physical possession of the said premises, the Allottee agrees to become a member of the existing Ashapurti Co-Operative Housing Society Ltd. without any delay or demur and to abide by all rules, regulations and bye laws of the said society.
11. The Allotment Letter is issued on the clear understanding that assurances given by the Allottee to the Developer that the Allottee will enter into a regular Agreement for Sale for purchasing the said premises as mandated under the provisions of Section 13 (1) of the Real Estate (Regulation & Development) Act 2016 and Section 4 of the Maharashtra Ownership Flat Act 1963 and further subject to other rules and regulations made thereon from time to time. In due course, the Developers shall inform the Allottee to enter and execute such formal Agreement for Sale and, as and when the Developer calls upon the Allottee to do so, the Allottee undertakes to pay, over and

above all charges mentioned hereinabove, the stamp duty and registration charges on the said Agreement for Sale including any other out of pocket expenses that may be required for completion of the registration process of the said agreement under the Indian Registration Act 1908.

12. Allottee agrees that the Developer shall have full rights and absolute authority and shall be entitled to, at any time hereinafter, change, amend, modify, add or alter the layout plans, building plans, building designs, RCC designs and detailing, elevation, common areas, common facilities, common amenities, specifications and fittings etc in the said building at any time during the development period and the Allottee shall not raise any objection in this regard at any time. This is the specific condition on which the said premises has been provisionally allotted to the Allottee by the Developer.
13. The Allottee agrees that the said premises has been allotted to him by the Developer on the basis of the plans as approved and sanctioned by the Maharashtra Housing and Area Development Authority (MHADA), being the Planning Authority for the said project. MHADA has issued an IOA bearing ref no. EE/BP Cell/GM/MHADA-22/114/2018 dated 20th October 2018 to the Developers in respect of the said project and the Allottee agrees and declares that he shall not object to any amendments in the said plans as may be required to be made by the Developers on the directions of MHADA or any other competent authority concerned with the said project. The Developers may alter, amend, change, modify, amalgamate the said plan as they may deem fit and necessary subject to approvals from the concerned

authority. The Developer shall be entitled to raise additional floors, additional buildings, if possible and/or construct adjoining structure/s and amend or modify plan from time to time , till the Developers declare that the project is completed and till the transfer of the property to the said society/s. Accordingly, the Allottee hereby accepts and confirms that any kind of increase or decrease in the area of the said premises or shift in the position of the said premises, if arises, due to amendment or modification in the plans etc. shall be acceptable to the allottee unconditionally. However, in case of variation of the area, the value of the said premises shall be proportionately adjusted. In the event of the Allottee not being agreeable to the terms and conditions stated in this clause, then this allotment letter shall stand terminated and cancelled and the Developers shall refund the amount paid by you till date of the said cancellation without any interest after deducting therefrom a sum of Rs _____/- towards administrative costs.

14. Upon Termination / Cancellation of the Allotment of the said premises for any reason other than as stated in clause 12 hereinabove;
 - A. The Developer shall be entitled to retain as cancellation charges, a sum equivalent to 15% of the total Sale Price stated in clauses 3 and 5 hereinabove.
 - B. After deducting the said cancellation charges, the balance amount, if any, shall be refunded by the Developers to the Allottee only after the said premises has been allotted by the Developer to a new purchaser. Any profits arising or

generated from the sale of the said premises to a new purchaser shall belong to the Developers alone.

- C. On termination of this allotment, the Allottee shall have no right, title, interest, claim, lien, charge or demand of any nature whatsoever on the said premises and the Allottee hereby agrees not to raise any disputes or litigation against the Developer for the same.
 - D. The Developer shall be entitled to deal with and dispose off the said premises to any third party as it may deem fit without any further recourse or consent being required from the Allottee.
15. For every sale ,transfer /allotment of the said premises (before making payment of full consideration) to any third party after Sale to the Allottee, the Developer shall be entitled to charge a transfer fee equivalent to 1(one)% of the total sale consideration. The Allottee shall not, under any circumstances whatsoever, sell, transfer, mortgage or create any lien or charge on the said premises without the explicit written consent of the Developers.
16. The construction of the said premises shall be completed and possession thereof shall be handed over to you after obtaining the Occupation Certificate / Part Occupation Certificate from the MHADA subject to receipt of the full and final payments in respect of the said premises, including all taxes and levies as stated hereunder.
17. This letter is subject to the terms and conditions of the Agreement for Sale of the said premises to be executed in due course of time. All terms and conditions mentioned in

the Agreement for Sale shall be binding upon you and this Allotment is only provisional and tentative commercial understanding between the Allottee and the Developer.

18. The said Flat shall be used for Residential purpose only and the said car parking spaces, if any, shall be used only for parking of vehicles therein
19. The Developers have considered the accuracy of the representations and warranties to be an integral part of this transaction and the said premises have been allotted to the Allottee in reliance of the same. The Developers have agreed to allot the said premises to the Allottee based on the following representations and warranties;
 - a. The Allottee has not been declared and/or adjudged to be an insolvent, bankrupt etc. and /or ordered to be wound up, as the case may be.
 - b. No Receiver/and/or liquidator and/or official assignee or any persons has been appointed in any matter concerning the Allottee or for any of your assets or properties;
 - c. No notice has been received by the Allottee from any Statutory Authority in India or abroad for any involvement in money laundering or any other illegal activities;
 - d. The Allottee is not of unsound mind
20. It is clarified and understood that this letter of allotment merely records that, subject to the terms hereof, the parties hereto intend to enter into an Agreement for Sale of the said premises. The Letter of allotment does not

confer upon the Allottee any right or title in respect of the said premises or to seek enforcement of the terms hereof.

21. All notices to be served upon the Allottee as contemplated in this allotment letter shall be deemed to have been duly served if sent to the Allottee under Certificate of Posting or courier at the address given hereinabove OR sent by email at the Email ID provided by the Allottee herein i.e sales@raghavgroup.in.
22. Any dispute raised by the Allottee as regards the terms of this Allotment letter in any court of law, authority or forum shall result in immediate cancellation and termination of this allotment and the amount paid by the Allottee to the Developers shall stand refunded after deducting therefrom the cancellation charges as stated in clause 13 (A) hereinabove.
23. Any dispute, controversy or claim arising out of or relating to this Allotment or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any enactment thereof. The Arbitral Tribunal shall consist of one arbitrator, to be appointed by the Developer alone. The place of arbitration shall be at Mumbai and any award, whether interim or final, shall be deemed, for all purposes between the parties, to have been made in Mumbai. The award of the tribunal shall be final, binding and conclusive upon the parties hereto.

24. The Stamp Duty and Registration charges on all documents to be executed with respect to the said premises between the Allottee and the Developer shall be borne and paid by the Allottee alone
25. The Allottee has sought detailed explanation and clarifications and after giving careful consideration to all facts, terms, conditions and representations herein made by the Developers, the Allottee has now signed this Allotment Letter fully conscious of all liabilities and obligations herein including cancellation policy. The Allottee has read , understood and accepted the terms of allotment of the said premises and has thus put his signature at the bottom of this letter in conformation hereof.

Yours faithfully,
**M/S. RAGHAV RAJ
BUILDERS & DEVELOPERS
DEVELOPERS**

I confirm:

Sudhanshu R. Agarwal
Designated Partner

AGREEMENT FOR SALE

THIS AGREEMENT is made and executed at Mumbai this _____ day of _____ in the Christian Year Two Thousand Nineteen (2019)

BETWEEN

M/S. RAGHAV RAJ BUILDERS & DEVELOPERS LLP, a Limited Liability partnership firm registered under the provisions of the Limited Liability Partnership Act, 2008 Vide Registration No. LLPIN No. AAD-0888 having its registered office at A-710, Crystal Plaza, Opp. Infiniti Mall, New Link Road, Andheri (West), Mumbai- 400 053, through its Designated Partner Mr. Sudhanshu Ramavtar Agarwal, hereinafter called **“THE DEVELOPERS/PROMOTERS”** (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 the **ONE PART**;

AND

_____, of Mumbai, Indian Inhabitant /

Firm/Company, having address at

_____, 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, in case of individual purchaser/s, his/her/their respective heirs, executors and administrators and permitted assigns/in case of HUF, the members and co-parceners of HUF from time to time and

the last surviving member and co-parcener and the legal heirs, executors and administrators of such last surviving member/in case of partnership firm the partners for the time being constituting the said firm, the survivors or survivor of them and their/his/her heirs, executors and administrators and permitted assigns/in the case of company its successors in title and permitted assigns) of the **OTHER PART**:

W H E R E A S:

- (i) The Maharashtra Housing and Area Development Authority (hereinafter referred to as “**MHADA**”) being duly constituted with effect from 5th Day of December 1977 under the Government Notification in the Public works and Housing Department No. ARD-1077 (1)/Desk-44 dated 5th December 1977, pursuant to the Maharashtra Housing Board, the earlier statutory Corporation established under the Bombay Housing Board Act 1948 (hereinafter referred to as “**the Board**”) having stood dismissed by the operation of Section 15 of the said act;
- (ii) The said Board had various Public Housing Schemes of construction, allotment and sale of tenements of various sizes in residential and/ or commercial buildings in and around Mumbai;
- (iii) The said Board was inter alia was seized and possessed of and was otherwise well and sufficiently entitle to all that piece and parcel of land admeasuring 882.92 sq. mtrs. Of Survey No. 229 & 267, bearing

C.T.S. No.2 (Part) of Village Kurla-III, Taluka Kurla within the registration district and sub district of Mumbai Suburban being a part of the Nehru Nagar MHADA Layout situate, lying and being at, Mother Dairy Road, Kurla (East), Mumbai- 400 024 (hereinafter referred to as “**the said Plot**”)

- (iv) The said Board had constructed a Building Bearing Building No. 144 comprising stilt plus Four upper floors comprising a total of 40 tenements on the said plot (“hereinafter referred to as “**the said Building No.144**”) to be allotted to members of the “Lower Income Group” for their residential purpose as defined in the scheme and accordingly the Board had allotted the same to individual persons as per provisions of the said scheme;
- (v) The Various allottees of the tenements in the said building no.144 formed themselves into a Co-Operative Housing Society known as **The Ashapurti Co-op-Housing society Limited** which was duly registered under the Maharashtra Co-Operative Societies Act 1960 under registration no. BOM/HSR/3877/72 having its registered address at Ground Floor, B-Wing, Nehru Nagar, Kurla (East), Mumbai-400 024 (hereinafter referred to as “**the said society**”). Each of the said 40 allottees became members of the said society and are hereinafter individually referred to as “**member**” and collectively as “**members**”;
- (vi) Under clause (a) and (b) of Section 189 of the Maharashtra Housing and Area Development Act 1976, all the property rights, assets, liabilities and obligations

of the said dissolved board including that arising under any agreement or contract have become the assets, properties , rights, liabilities and obligations of MHADA

- (vii) By and under an Indenture of Lease dated 2nd April 1985, registered with the Office of Sub Registrar of Assurances under No. BDR-1784/15 of 1985 executed between MHADA, therein referred to as “the Authority”, of the one Part and the said society herein, therein referred to as “the Society”, of the Other part, the said MHADA/Authority granted leasehold rights in respect of the said Plot to the said Society for a period of 99 years commencing from 16th September 1972 and on such other terms and conditions therein contained;
- (viii) By and under a Deed of Sale dated 2nd April 1985 made and executed between MHADA, therein referred to as “the Authority” of the one Part and the said society herein, therein referred to as “the Society”, of the Other part, the said MHADA sold, transferred and conveyed the said Building No.144 constructed on the said Plot of Land unto and in favour of the said Society for the consideration as stated in the said Deed. The said Deed of Sale was duly registered with the Office of the Sub registrar of Assurances under registration no. BDR-1784/15 of 1985. The deficit Stamp Duty along with applicable penalty on the said Sale Deed was paid by the Developer herein, on behalf of the said society, on 19th January 2018.

- (ix) In terms of what is stated in clauses (i) to (viii) hereinabove, the said society is seized and possessed of and is well and sufficiently entitled to leasehold right, title and interest in the said plot of land beneath and surrounding Building No.144 bearing CTS No. 2 (Part) admeasuring 882.92 Sq. meters of Village Kurla-III, Taluka Kurla within the registration district and sub district of Mumbai Suburban within the L ward of the Municipal Corporation of Greater Mumbai (**MCGM**) being a part of the Nehru Nagar MHADA Layout situate, lying and being at, Mother Dairy Road, Kurla (East), Mumbai- 400 024 and is entitled to the ownership rights of the said building bearing building no.144 comprising of 40 tenements constructed on the said plot and more particularly described in the **FIRST SCHEDULE** written hereunder. A copy of the Property Register Card in respect of the Leasehold Land is annexed hereto and marked **Annexure '1'** and the plan showing the Leasehold Land in hatched lines is annexed hereto and marked **Annexure '2'**;
- (x) In view of the age and condition of the said Building No.144, the Society decided that it would be in the interest of all the Existing Members and their families, that the Leasehold Land and the said Building No.144 be redeveloped by demolishing the Old Building and by constructing new building/s so as to provide Permanent Alternate Accommodation to Existing Members free of Cost on "Ownership Basis" in a building with modern amenities subject to permission of the MHADA and all concerned Statutory Authorities

and within the purview of Section 79 (A) of the Maharashtra Co-Operative Societies Act 1960 and Directive issued by the Ministry of Co-Operation, Marketing and Textiles, Government of Maharashtra vide circular no. No. CHS 2007/CR554/14-C dated 3rd January 2009;

- (xi) The Society, in its Special General Body Meeting dated 31st May 2015, appointed M/s Acme Consultants as their Project Management Consultant (PMC) for assisting the society in redevelopment of the said property. The said PMC was entrusted by the society to invite tenders and scrutinize all offers received from Developers for the said re-development project.
- (xi) The Developer herein , being interested in undertaking redevelopment of the said property, approached the society and submitted its tender on_15 May 2017, hereinafter referred to as **“the said Tender”**. Subsequently, Pursuant to various meetings held with the representatives of the said society and the said PMC, the Developer submitted its Final offer letter dt. 24 August 2017 to the society. ;
- (xiii) The society held a General Body Meeting dated 24 September 2017 wherein the Selection procedure for appointing a Developer was conducted by Mr. Chandrashekhar Dongarwar, being the authorized officer of the Dy. Registrar of Co-operative Societies, MHADA, Mumbai In the said AGM, all members present in the meeting unanimously voted in favor of the Developer herein and granted it the rights to redevelop the property of the society by demolishing

the old building no.144 and constructing a new building on the said plot under Regulation 33 (5) of new DC Rules amended on 8th October ,2013 read with MHADA and MCGM rules and regulations as amended upto date. The copy of Minutes of the said AGM dated 24th September 2017 is Annexed hereto as **Annexure 3**

(xiv) The Honorable Deputy Registrar of Co-operative Societies, MAHDA, Mumbai , Shri Rajendra Gaikwad, by his letter bearing No.MB/Dy.Reg. /B-4/4383/2017 dated 29th September 2017 has stated that the Developer herein has been duly elected and appointed as the Developer by the said Society and that the society has complied with all the terms and conditions under the guidelines dated 3rd January 2009 for redeveloping the said property. A copy of the said letter dated 29th September 2017 is annexed hereto as **Annexure 4**

(xv) The society has represented, warranted and assured that all the aforesaid meetings were validly and legally conducted within the purview of Section 79(A) of the MCS Act 1960 as amended from time to time and order of Development of Co-Operative Housing Societies dated 3rd January 2009;

(xvi) Vide a Development Agreement dated 18th August 2018 executed between the said Society of the First Part, the said Developers, of the Second Part and 36 existing Flat Owners/Members of the said society, of the third part and duly adjudicated by the collector of stamps, Kurla Division vide Adjudication Final Order bearing No.Adj./1100901/509/18/K and duly registered with

the Sub Registrar of Assurances at Kurla under Serial No.KRL-2/10194/530/2018, (hereinafter referred to as “**the said Development Agreement**”), the said society, , granted development rights in respect of the said Property to the Developer herein with permission to enter upon the said property, demolish the existing building No.144 and construct a new Building/s (hereinafter referred to as “**the Proposed Building**”) thereon on the terms and conditions as specified in the said Development Agreement;

- (xvii) By virtue of the Development Agreement, each of the Old Members became entitled to a new Apartment in the Proposed Building, and the Developer became entitled to sell the balance flats and premises in the Proposed Building to third parties, who would ultimately be admitted as members of the Society.

- (xviii) The Airport Authority for India, vide its **NOC for Height Clearance** dated 9th January 2018, has approved a height of 56.9 Meters for the proposed new building to be constructed on the said plot. On application made by the Developer, on behalf of the society, MHADA vide its **Offer Letter** dated 27th April 2018 Ref No. CO/MB/REE/NOC/F-1004/736 of 2018 sanctioned the additional FSI under Rule 33 (5) of the DCR as stated therein. Vide **Letter** dated 4th August 2018 ref No. FB/HR/R-V/17, the MCGM (Fire Brigade Department) granting NOC for stipulating the protection & firefighting requirement for the proposed redevelopments on the terms and conditions contained therein. Vide **Intimation of Approval** issued by MHADA dated 20th October 2018 ref no: EE/BP

Cell/GM/MHADA-22/114/2018, MHADA granted its Approval and permission for construction on the said property. Vide **NO Objection Certificate** dated 13th November 2018 ref No: CO/MB/REE/NOC/F-1004/1867 of 2018, MHADA has granted its NOC and permission for the Proposed Redevelopment of the said society through utilization of FSI on the terms stated therein.... The NOC issued by AAI, MHADA Offer Letter, Letter issued by the MCGM (Mumbai Fire Brigade), MHADA IOA and MHADA NOC are annexed hereto as **Annexures 5, 6 , 7, 8 and 9 respectively;**

- (xix) The Existing Members of the Society have handed over possession of the respective premises in the Old Building No.144 in their possession and thereupon the Society handed over possession of the Leasehold Land and the Old Building to the Developer. The Old Building No.144 was subsequently demolished by the Developer.
- (xx) Pursuant to Application made by the Developer, the MHADA granted **Commencement Certificate (“CC”)** dated 29th December 2018 ref no. EE/BP/GM/MHADA-22/114/2018 allowing the Developer to commence construction of the new building on the said plot. A Copy of the said CC is annexed hereto as **Annexure 10**
- (xxi) The development/redevelopment of the said Leasehold Land undertaken by the Developer in the manner aforesaid by demolishing the said Old Building standing on the said Leasehold Land and constructing thereon the Proposed Building, in the manner aforesaid, is hereinafter referred to as “**the said Project**”. The term “**the Project**”, wherever the same

appears hereinafter, shall include without limitation the entire project of construction of the Proposed Building and other structures and the entire development of the said Leasehold Land, as envisaged by the Developer.

- (xxii) The Re-Development of the property, as evolved by the Developer/Promoter and as contemplated by the said Development Agreement inter alia involves (i) demolition of the old building no.144 (ii) development and construction of the project (iii) Development and construction of the old Member's Apartments' by utilization of the society's retained area (iv) Development and construction of the Promoters' Apartments and Promoters' car parking spaces by utilization of the Promoters area (v) Allotment and Sale of the Promoters' Apartments' and the Promoter's Car Parking Spaces on "Ownership Basis" for valuable consideration under the provisions of Applicable Law, from time to time, and /or grant of Leases, Tenancies, Licenses, and/or any other alienation or dispose of such promoters' Apartments and Promoters' Parking Spaces as the Promoter deems fit, in its Discretion and (vi) Admission, by the society, of the Allottees / Purchasers of Promoter's Apartments and Promoter's car parking Spaces, as members of the society;
- (xxiii) The Promoter has proposed to construct on the said land, one building having Stilt Plus 17 (Seventeen) upper floors to be named "RAGHAV ONE" ("hereinafter referred to as **"the said new building"**)
- (xxiv) The Promoter has entered into a standard Agreement with Licensed Surveyor **M/s Creative Consultancy**

registered with the MCGM. The Promoter has appointed a structural Engineer **M/s Sihavat Consultancy Services** for the preparation of the structural design and drawings of the new building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the said new building.

(xxv) The Promoter has obtained Title Certificate from Bhavya N. Jain, Advocate High Court, dated 11th January 2019. The said Certificate of title is annexed hereto as **Annexure 11**.

(xxvi) As the said project comprises of a single building, there is no Layout plan thereof. . The authenticated copy of the Building Plan has been annexed hereto and marked as **Annexure 12**,

(xxvii) The Promoter has registered the Project as a “Real Estate Project” as defined in RERA with the Real Estate Regulatory Authority bearing MahaRERA no. _____; The authenticated copy of the RERA certificate for the project is annexed hereto as **Annexure 13**

(xxviii) The Allottee/s have approached and applied to the Promoter for allotment of an Apartment (out of the Promoters’ Apartments) to the Allottee/s. In this regard the Allottee/s has/have 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 title of the society to the project land and the promoters' right to re-develop the project land and sell the Promoter's share of Apartments therein;

(xxix)

;

(xxx)

As per Section 13 of the Real Estate (Regulation and Development) Act 2016, the Promoter is required to execute an Agreement for Sale of said Apartment with the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908. It shall be the responsibility of the Allottee/s to get this agreement registered with the concerned Sub-Registrar's office within the time prescribed under the Indian registration Act 1908. The Promoter shall cooperate with the Allottee/s for getting the said agreement registered and attend the office of the Sub registrar as and when required. All costs, charges and payments including stamp duty and registration fees payable on this agreement shall be paid by the Allottee/s alone

(xxxi)

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 in verbatim;

2. The Promoter shall construct the said building known as RAGHAV ONE_, which is proposed to be comprising of Stilt plus Seventeen upper floors on the said project land 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 in respect of any variations or modifications which may adversely affect the said Premises of the Allottee/s, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee/s. Adverse effect with reference to this clause shall mean the change in location of the said Premises within the said Tower.

3. **PURCHASE OF APARTMENT AND PURCHASE 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, Apartment Bearing Apartment No. _____ admeasuring _____ sq. ft (carpet Area) equivalent to _____ sq. meters on the _____ floor of the said Building known as “RAGHAV ONE” being constructed on the said project land, “hereinafter referred to as **“the said Apartment”** together with one car parking space no. _____ on the podium/stilt level of the said building (hereinafter referred to as **“the said Car parking space”**) and more particularly described in the **SECOND SCHEDULE** written hereunder together with specifications and amenities to be provided in the said Apartment. A Typical Floor Plan showing the said Apartment is annexed hereto as **Annexure 14**.

3.2

“Carpet Area” Means the net usable floor area of the Apartment excluding the area covered by the external walls, area under service shafts, exclusive balcony area of about ____ sq.ft., Verandah Area of ____ sq.ft. and exclusive open Terrace of about ____ sq.ft, but includes the area covered by the internal partition walls of the Apartment

3.3 The Allottee/s has/have agreed to Purchase the aforesaid Apartment for a total consideration of Rs _____/- (Rupees _____ Only), inclusive of the proportionate price of Common Areas and Facilities appurtenant to the said Apartment and the said building.

3.4. It is expressly agreed between the Parties that for the purpose of this Agreement, 10% (Ten percent) of the Sale Price is earnest money and is referred to herein as the “Earnest Money”.

3.5 The Allottee/s has/have paid a sum of Rs _____/- (Rupees _____ Only) to the Promoter prior to the execution of this Agreement as Earnest Money Deposit towards Purchase of the said Apartment and hereby agree(s) to pay to the Promoter the balance amount of the Purchase Consideration of Rs _____/- (Rupees _____/-) in the following manner:

PAYMENT SCHEDULE

SR. NO.	Development Stages	Payment Due %
1	Earnest Money	10%
2	Plinth Work	25%
3	1st Slab	10%
4	4th Slab	10%
5	7th Slab	10%
6	10th Slab	10%
7	13th Slab	10%
8	16th Slab	5%
9	Painting Work	5%
10	On Possession	5%
	TOTAL	100%

- 3.6 The aforesaid Purchase consideration is exclusive of all taxes, levies and cess and In addition to the said consideration mentioned hereinabove, the Allottee/s shall also bear and pay the taxes (consisting of tax paid or payable by way of GST, Service Tax, Value Added Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the said Apartment and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof.
- 3.7 The Sale Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority / Local Bodies / Government from time to time. The Promoter 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.

- 3.8 The Promoter may allow, in its sole discretion, a rebate for early payment of installments payable by the Allottee/s by discounting such early payments @ ____ % P.A. for the period for which the respective installment has been preponed. The Provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to the Allottee by the Promoter.
- 3.9 The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said building is complete and the Occupation Certificate is granted by the 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 Price payable on the basis of the carpet area of the said Apartment, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within 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, the Promoter shall demand additional amount from the Allottee/s towards the Sale Price, which shall be payable by the Allottee/s prior to taking possession of the said Apartment. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause 3.9, shall be made at the same rate per square feet as agreed in Clause 3.1 and 3.3 herienabove.

- 3.10 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, 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.
- 3.11 On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount (whether the Purchase consideration or any other amount payable in terms of this Agreement), the Allottee/s shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default.
- 3.12 The Promoter shall be entitled to securitise the Purchase 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 Purchase 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 Purchase Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.
- 3.13 The Purchase Consideration is only in respect of the said Apartment. The Promoter has neither charged nor

recovered any price, fee, compensation and/or consideration for the said car parking space/s.

- 3.14 The Allottee/s shall deduct tax at source ("TDS") from each installment of the Purchase Consideration as required under the Income-tax Act, 1961. The Allottee/s shall cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 at the earliest. In the event of any loss of tax credit to the Promoter due to the Allottee/s's failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoter from the Allottee/s.
- 3.15 The timely payment of all the amounts payable by the Allottee/s under this Agreement (including the Purchase Consideration), is the essence of the contract. An intimation forwarded by the Promoter to the Allottee/s that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating dispatch of such intimation to the address of the Allottee/s including by e-mail, shall be conclusive proof of service of such intimation by the Promoter upon the Allottee/s, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts;
- 3.16 In the event of delay and/or default on the part of the Allottee/s in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee/s, the

said unpaid tax,levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment. The Promoter shall have a first and prior charge on the said Apartment with respect to any amounts due and payable by the Allottee/s to the Promoter under this Agreement.

4. **DISCLOSURES TO THE ALLOTTEE & RIGHTS AND ENTITLEMENTS OF THE PROMOTER**

The Allottee/s agree(s), declare(s) and confirm(s) that,-

4.1 Title: The Allottee/s has/have satisfied himself/herself/itself/themselves about the rights and title of the Promoter to sell the Developer/Promoter's Apartments in the said building and the entitlement of the Promoter to develop the said project land. 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.

4.2 Approvals:

4.2.1 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 Real Estate Project

4.2.2 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the drawings, plans and specifications in respect of the said 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 Common Areas and Facilities,

4.2.3 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the internal fixtures and fittings to be provided in the said Premises, as listed in the _____ Schedule hereunder written.

4.2.4 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the designs and materials for construction of the Real Estate Project.

4.2.5 The Promoter currently envisages that the said Project Included Amenities, shall be provided in the layout. Whilst undertaking the development of the said Project to its full and maximal potential, there may be certain additions/modifications to the said Project Including Amenities and/or relocations/realignments/re-designations/changes, and the Allottee/s hereby consents and agrees to the same.

4.2.7 The Allottee/s has/have carried out his/her/it's/their independent due diligence and search in respect of the development of the said building being undertaken by the Promoter and pursuant thereto, find no inconsistency in the development/construction of the said building and also in compliance of applicable laws including but not limited to the DCR as applicable to MHADA properties.

4.3 Construction & Finishing:

4.3.1 The Promoter has appointed third party contractors(s) for construction and execution of the Real Estate Project. In case of defect(s) in construction or workmanship, the

Promoter and the Allottee/s shall collectively approach the allottee/s/occupants of the Real Estate Project and the Allottee/s shall not raise any claim(s) against the Promoter in this regard.

4.3.2 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 Real Estate Project, their non-conformity, natural discolouration 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.

4.4 Rights and Entitlements of the Promoter:

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 4.4

4.4.1 The Promoter shall be entitled to develop the said project as the Promoter deems fit in accordance with the approvals and permissions as may be issued from time to time and the Allottee/s has/have agreed to purchase the said Apartment based on the unfettered rights of the Promoter in this regard.

4.4.2 The Promoter shall be exclusively entitled to utilize, exploit and consume the entire inherent development potential of the said plot and/or Adjoining Properties (including by way of FSI and Transfer of Development Rights ("TDR") nomenclatured in any manner including additional/incentive/special/premium/fungible/compens

atory FSI), as well as any further/future development potential capable of being utilized on the said plot or any part thereof and Adjoining Properties or any part thereof (including FSI/TDR nomenclature in any manner 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 Promoters Apartments and Promoter's share of unallotted/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 society, save as specifically stated in this Agreement and the Allottee/s has/have agreed to purchase the said Apartment based on the unfettered rights of the Promoter in this regard.

- 4.4.3 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 alongwith other allottee/s of Apartments in the said 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 building including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the

Allottee/s agree(s) to pay the same regularly without raising any dispute or objection with regard thereto.

4.4.4 The Promoter shall be entitled to designate any spaces/areas on the said project or any part thereof (including on the terrace of the Real Estate 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. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may in its sole discretion deem fit.

4.4.5 The Promoter shall continue to be entitled to all unsold Apartments and car parking spaces that form a part of the Promoters/Developer's share and after the receipt of the Occupation Certificate, the Promoter shall be required to pay a sum of Rs.1000/- (Rupees One Thousand only) per month in respect of each unsold premises towards the outgoings, maintenance and other charges by whatever name called and shall not be liable or required to bear and/or pay any other amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society for the sale/allotment or transfer of the unsold areas

4.4.6 The Promoter and their surveyors and agents and assigns with or without workmen and others, shall be permitted at reasonable times to enter into the said apartment or any part thereof for the purpose of making, laying down

maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition.

5. Time is 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 Apartment 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 subject to the simultaneous completion of construction by the Promoter as provided herein above. ("Payment Schedule which is more particularly stipulated in the agreement hereinabove").
6. The Promoter hereby declares that the Floor Space Index (FSI) available as on date in respect of the said project land is 7080.42 square meters only and Promoter has planned to utilize additional Floor Space Index of 6993 square meters by availing of FSI available on payment of premiums or FSI available as incentive/Fungible/premium FSI by implementing various scheme as mentioned in the Development Control Regulation which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ square meters as proposed to be utilized by it on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

7. The Promoter hereby agrees, covenants, represents and declares that the said society has clear and marketable title to the said property mentioned in the first schedule hereunder and the Promoter has power and authority to admit the prospective Purchasers of the said Apartment as a new member/s of the existing society provided that the new member shall not have right to the Corpus Fund paid by the Developer/Promoter to the existing members,

8. EVENT OF DEFAULT IN PAYMENT BY ALLOTTEE

8.1 The Allottee/s agrees to pay to the Promoter, interest at State Bank of India Plus 2% per Annum on all amounts which become due and payable by the Allottee/s to the Promoter under the terms of this agreement. Interest shall be calculated from the date that the said amount is payable by the Allottee/s to the Promoter.

8.2. Without prejudice to the right of Promoter to charge interest in terms of sub clause 8.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoter shall at its own option, terminate this Agreement:

8.3. Provided that, the Promoter shall give notice of Seven days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of its intention to

terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

8.4 Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of six months of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter. The Promoter shall not be liable to pay the Allottee any interest on the amount so refunded.

9. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said Apartment as are set out in **Annexure 15**, herein.

10. **POSSESSION OF APARTMENT**

10.1 The Promoter shall give possession of the Apartment to the Allottee/s on or before 31 december 2020. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable, on demand, to refund to the Allottee the amounts already received by it in respect of the Apartment with interest at the same rate as may

mentioned in the clause 8.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

10.2 Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- (i) Non availability of Steel or cement
- (ii) war, civil commotion or act of God;
- (iii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

10.3 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority (MHADA) and on receiving the payment made by the Allottee/s, shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall hand over possession of the Apartment to the Allottee/s. 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. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. After taking possession of the said Apartment, the Allottee/s agrees to pay the maintenance charges in respect

thereof to the Promoter or the society as the case may be;.

10.4 The Allottee/s shall take possession of the said Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupation:

10.5 **Failure of Allottee/s to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 10.3, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 10.3, such Allottee/s shall continue to be liable to pay the maintenance charges in respect of the said Apartment as applicable.

10.6 Subject to clause 16.2, If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Apartment or the 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 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 said apartment or the said building or materials used therein, within a period of five years from handing over 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 Real Estate (Regulation and Development Act) 2016.

NO CHANGE OF USER

11. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used for the purpose of residence only. He/She/It shall use the Car parking space only for purpose of keeping or parking the Allottee/s own vehicle.

12 MEMBERSHIP OF SOCIETY

- 12.1 After completion of the said building and receipt of the entire consideration from the Allottee/s herein and all other Allottees of the Apartments in the said building, the Promoters shall cause to submit application for membership of the Allottees to the **Ashapurti 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 Development Agreement dated 18th August 2018 executed between the Society and the Promoters, whereby the Society has given its consent and confirmation, for the Promoters right to construct the building on the said

Property and has agreed to admit and induct the third Party Flat Purchasers as their member/s.

12.2 The Allottee/s agrees to sign and execute all the necessary applications, forms, documents or Deeds and/or papers and pay the membership fees & capital fund equivalent to contribution of existing members, as may be required for the purpose of becoming member of the said Society.

12.3 It is agreed that the Allottee/s shall be bound by the rules and bye-laws of the Society which is already in existence. It is, however, expressly agreed that the right, title and interest of the Promoters in the said apartment shall be transferred, assigned in favor of the Allottee/s and the application for this membership of the society shall be submitted by the Promoters and only on condition that the Allottee /sand the other Purchasers of the third Party apartment Purchasers strictly perform the terms and conditions of this Agreement and pay to the Promoters all the amounts due and payable under this Agreement.

12.4 Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment), of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors,

chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the said structure of the building is transferred to society, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs..... per month towards the aforesaid outgoings.

- 12.5 The Allottee/s agrees and undertakes 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.

13. CONVEYANCE OF STRUCTURE

- 13.1 The Promoter shall, within three months of induction of all new members as stated in clause 12.1, being the Allottees of the Developers' Apartments, cause to be transferred to the society all right, title and interest of the Promoters to the said structure of the building which the said Apartment is situated

14. **ADDITIONAL CONTRIBUTION BY ALLOTTEE/S**

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

Legal Fees	
Gas Connection Charges	
Electric/Water Meter charges	

14.2 At the time of registration of conveyance/lease of the structure of the new building, the Allottee/s shall pay to the Promoter, the Allottee's share of stamp duty and Registration charges payable by the said society on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said building.

15. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

15.1 The Promoter has clear and marketable title with respect to the development rights on project land as declared in the Title Certificate annexed to this agreement as Annexure 11 and has the requisite rights to carry out development upon the said property and also has actual, physical and legal

possession of the project land for the implementation of the Project;

- 15.2 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;
- 15.3 There are no encumbrances upon the project land or the Project except those disclosed in the Title Certificate, if any;
- 15.4 There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the Title Certificate;
- 15.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said 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, project land and said 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, project land, Building and common areas.
- 15.6 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;

15.7 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 said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;

15.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said apartment to the Allottee/s in the manner contemplated in this Agreement;

15.9 At the time of execution of the conveyance deed for the structure in favour of the society, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the said building to the said society;

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

15.11 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said

property) has been received or served upon the Promoter in respect of the project land and/or the Project.

16. COVENANTS OF ALLOTTEE/S

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

- 16.1 To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- 16.2 The Allottee/s agree(s) that he/she/it/they are aware that the Promoter is constructing the said 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 said Apartment 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.

- 16.3 The Allottee/s shall not keep any unlicensed pets or animals in the said Apartment and shall take prior permission of the Promoter or the society before keeping any pets in the said Apartment. In the event of the Allottee/s wanting to keep a licensed pet in the said apartment, a copy of the valid License obtained from the MCGM or any other concerned authority shall be forwarded by the Allottee to the Promoter. However, it shall be the sole discretion of the Promoter or the society to grant the said permission or to disallow the Allottee/s from keeping pets in the said Apartment;
- 16.4 The Allottee/s shall maintain the uniform design of the external elevation of the said building and shall not modify, alter or change the same in any manner whatsoever. The Allottee/s shall not be entitled to putting any grills on balconies and windows which are not pre-approved by the Promoter;
- 16.5 Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is

situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

16.6 Subject to clause 16.2 hereinabove, to carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

16.7 Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular,

so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural members in the Apartment without explicit the prior written permission of the Promoter and/or the Society.

- 16.7 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 16.8 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- 16.9 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 building in which the Apartment is situated.
- 16.10 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 Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.

16.11 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 Apartment until all the dues payable by the 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 Promoters in writing and obtained the written consent of the Promoters for such transfer, assignment, lease etc.

16.12 The Allottee shall observe and perform all the rules and regulations which the 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 building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- 16.13 Till conveyance of structure in which the said Apartment is located, in favour of the society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- 16.14 The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co- operative Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 16.15 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE 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 taken or agreed to take such apartment.

18. 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 Payment Plan 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 for rectifying the default, which if not rectified within 7 (Seven) days from the date of its receipt by the Allottee/s, application of the Allottee 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 without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENT ALLOTTEES

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

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under

the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or 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.

23. 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 Project, the same shall be in proportion to the carpet area of the said apartment to the total carpet area of all the apartments in the Project.

24. 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.

25. PLACE OF EXECUTION

- 25.1 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 the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai
- 25.2 The Allottee 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.

26. NOTICES

- 26.1 That 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 and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee/s

(Allottee's Address)

Notified Email ID: _____

PROMOTER

Name: M/S. RAGHAV RAJ BUILDERS &
DEVELOPERS LLP,

Address: A-710, Crystal Plaza, Opp. Infiniti Mall, New
Link Road, Andheri (West), Mumbai- 400 053

Email ID : _sales@raghavgroup.in

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

27. JOINT ALLOTTEE/S

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

28. STAMP DUTY AND REGISTRATION

The charges towards stamp duty and Registration of this agreement shall be borne by the Allottee/s alone.

29. GOVERNINGLAW

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

30. PAN NUMBERS

PROMOTER

M/S. RAGHAV RAJ BUILDERS & DEVELOPERS LLP

Pan:_____

ALLOTTEE/S

Name:

Pan

FIRST SCHEDULE

ALL THAT Piece and Parcel of land admeasuring 882.92 Sq. meters bearing CTS No. 2 (Part) of Village Kurla-III, Taluka Kurla within the registration district and sub district of Mumbai Suburban within the L ward of the Municipal Corporation of Greater Mumbai popularly known as “ASHAPURTI CO-OPERATIVE HOUSING SOCIETY LTD being a part of the Nehru Nagar MHADA Layout situate, lying and being at, Mother Dairy Road, Kurla (East), Mumbai- 400 024 and bounded as follows:

On or towards the North	: Building No.145
On or towards the South	: Building No. 143
On or towards the East	: Mother Dairy & Plant
On or towards the West	: Ashtvinayak Marg

SECOND SCHEDULE

(Description of Apartment)

Apartment bearing Apartment No._____ admeasuring _____ sq. ft. equivalent to _____ sq. meters (carpet area) on the _____ floor alongwith car parking space no._____ on the Stilt/Podium level in the building known as _____ to be constructed on the property mentioned in the First Schedule hereinabove

THIRD SCHEDULE

List of Common Areas and Facilities

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 withinnamed	]
“THE DEVELOPERS/PROMOTERS”	]
M/S. RAGHAV RAJ BUILDERS	]
& DEVELOPERS LLP	]
through its Constituted Attorney	]
Mr. _____	]
in the presence of.	]

1.

2.

SIGNED AND DELIVERED by the	]
withinnamed " THE ALLOTTEE/S "	]
_____	]
in the presence of.	]

1.

2.

ANNEXURE '1'

Extract of Property Register Card

ANNEXURE '2'

CTS Plan of Leasehold Land

ANNEXURE '3'

Minutes of AGM of society Dt 24.09.17

ANNEXURE '4'

Letter of Dy Registrar dt 29.09.17

ANNEXURE '5'

Letter for Height Clearance from AAI

ANNEXURE '6'

MHADA offer Letter

ANNEXURE '7'

MCGM Fire Brigade Dept Letter

ANNEXURE '8'

MHADA IOA

ANNEXURE '9'

MHADA NOC

ANNEXURE '10'

MHADA Commencement Certificate

ANNEXURE '11'

Title Certificate

ANNEXURE '12'

Building /Elevation Plan

ANNEXURE '13'

MAHARera Certificate of registration

ANNEXURE '14'

Apartment Floor Plan

ANNEXURE '15'

List of Specifications and Amenities in
the said Apartment