

AGREEMENT FOR SALE

THIS AGREEMENT is made and executed at Mumbai this _____ day of _____ in the Christian Year Two Thousand Twenty (2020) (“**Agreement**”)

BY AND 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. Infinity Mall, New Link Road, Andheri (West), Mumbai- 400 053, through its Designated Partner, Mr. Sudhanshu Ramavtar Agarwal, hereinafter called the “**Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of **ONE PART**;

AND

[Person(s) and his/her/its details mentioned in **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 company or an LLP its successors in title and permitted assigns) of the **OTHER PART**:

[Promoter and Allottee shall hereinafter collectively referred to as “**Parties**” and individually as “**Party**”]

W H E R E A S:

Signature of Promoter

Signature of Allottee

- (i) 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 5 December, 1977, the Maharashtra Housing Board, the earlier statutory Corporation established under the Bombay Housing Board Act, 1948 (hereinafter referred to as the “**Board**”) stood dissolved by the operation of Section 15 of the said Act;
- (ii) The 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 Board was inter alia seized and possessed of and otherwise well and sufficiently entitled 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 situated, lying and being at, Mother Dairy Road, Kurla (East), Mumbai- 400 024 (hereinafter referred to as the said “**Plot**”);
- (iv) The Board constructed a building bearing building no. 144 comprising ground 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 per their Low Income Housing Scheme (“**Scheme**”) and accordingly, the Board allotted the same to individual persons as per provisions of the said Scheme;
- (v) The 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/HSG/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 “**Existing Member**” and collectively as “**Existing 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 2 April 1985, registered with the Office of Sub Registrar of Assurances under No. BDR-1784/15 of 1985 executed by and between MHADA, therein referred to as “the Authority”, of One Part and the Society herein, therein referred to as “the Society”, of the Other Part (“**Deed of Lease**”), 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 other terms and conditions therein contained;
- (viii) By and under a Deed of Sale dated 2 April 1985 executed by and between MHADA, therein referred to as “the Authority” of One Part and the said Society herein, therein referred to as “the Society”, of the Other Part (“**Deed of Sale**”), the said MHADA sold, transferred and conveyed the said Building No.144 constructed on the said Plot unto and in favour of the said Society for the consideration as stated in the said Deed of Sale. The said Deed of Sale was duly registered with the office of the Sub Registrar of Assurances under registration no. BDR-1786/15 of 1985.
- (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 and ownership of the said Building No.144 and more particularly described in the **First Schedule** written hereunder. A copy of the Property Register Card in respect of the said Plot is annexed hereto and marked

Annexure ‘1’ and the plan showing the said Plot is annexed hereto and marked **Annexure ‘2’**;

- (x) In view of the age and condition of the said Building No.144, the said Society deemed it desirable that the said Building No.144 be demolished and 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 with the directive 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;
- (xi) The said Society in its general body meeting dated 24 September, 2017, 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 Building No.144 *inter alia* by demolishing the said Building No.144 and 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. A copy of minutes of the said meeting dated 24 September, 2017 is annexed hereto as **Annexure ‘3’**;
- (xii) The Deputy Registrar of Co-operative Societies, MHADA, Mumbai, by letter bearing No. MB/Dy.Reg./B-4/4383/2017 dated 29 September 2017 confirm 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 Building No.144. A copy of the said letter dated 29 September 2017 is annexed hereto as **Annexure ‘4’**;

- (xiii) The said Society has represented, warranted and assured that all the aforesaid meetings were validly and legally conducted;
- (xiv) Vide a Development Agreement dated 18 August 2018 executed by and between the said Society of the First Part, the Promoter herein (Developer therein) of the Second Part and 36 existing Flat Owners/Members of the said Society of the Third Part 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 Plot to the Promoter with permission to enter upon the said Plot, demolish the said Building No.144 and construct a new building/s (hereinafter referred to as the “**New Building**”) thereon on the terms and conditions as specified in the said Development Agreement;
- (xv) By virtue of the Development Agreement, each of the Existing Members became entitled to a new apartment in the said New Building and the Promoter became entitled to sell the balance flats and premises in the said New Building to third parties, who would ultimately be admitted as members of the said Society;
- (xvi) The Airport Authority for India, vide its **No Objection Certificate** for dated 9 January 2018, approved height of 56.9 Meters for the said New Building. MHADA vide its **Offer Letter** dated 27 April 2018 bearing Ref. No. CO/MB/REE/NOC/F-1004/736 of 2018 sanctioned additional FSI under Rule 33 (5) of the DCR as stated therein. Vide letter dated 4 August 2018 bearing Ref. No. FB/HR/R-V/17, the MCGM (Fire Brigade Department) granting NOC for the proposed redevelopment on the terms and conditions contained therein. Vide **Intimation of Approval** issued by MHADA dated 20 October 2018 Ref No: EE/BP Cell/GM/MHADA-22/114/2018 and further approvals last being dated 15 April, 2019, MHADA granted its approval for construction on the said Plot. Vide **No Objection Certificate** dated 13 November 2018 bearing Ref. No: CO/MB/REE/NOC/F-1004/1867 of 2018, MHADA granted its NOC and permission for the proposed redevelopment of the said Building No.144 through

utilization of FSI on the terms stated therein. A copy of latest Intimation of Approval is annexed hereto as **Annexure ‘5’**;

(xvii) MHADA granted Commencement Certificate (“CC”) dated 29 December 2018 bearing Ref. No. EE/BP/GM/MHADA-22/114/2018 (as amended till date) allowing the Promoter to commence construction of the said New Building on the said Plot up to top of 14th floor. A copy of the said Commencement Certificate (as endorsed up to date) is annexed hereto as **Annexure ‘6’**;

(xviii) The development/redevelopment undertaken by the Promoter in the manner aforesaid by demolishing the Building No.144 standing on the said Plot and 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 other structures and the entire development of the said Plot;

(xix) The re-development of the said Building No.144, as contemplated by the said Development Agreement inter alia involves (i) demolition of the said Building no.144; (ii) construction of the said New Building inter alia including the Members’ apartments’ by utilization of the society’s retained area and the Promoter’s apartments and Promoter’s car parking spaces by utilization of the Promoter area; (iii) 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, in its sole discretion; and (v) 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;

- (xx) The Promoter proposes to construct on the said Plot the said New Building being one building having stilt + 17 (seventeen) upper floors to be named “**RAGHAV ONE**”;
- (xxi) The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said New Building and shall obtain the balance approvals from various authorities from time to time, so as to obtain occupancy certificate of the said New Building;
- (xxii) While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the 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;
- (xxiii) The Promoter has entered into a standard agreement with Licensed Surveyor **Mr. Mehul Vaghela** registered with MCGM. The Promoter has appointed a structural engineer **Mr. Nitin Jain** for the preparation of the structural design and drawings of the new building and the Promoter accepts the professional supervision of the Licensed Surveyor and the structural engineer till the completion of the said New Building;
- (xxiv) The Promoter has obtained Title Certificate from Bhavya N. Jain, Advocate High Court, dated 11 January 2019. The said Title Certificate is annexed hereto as **Annexure ‘7’**;
- (xxv) A copy of the layout plan of the Project is annexed hereto and marked as **Annexure ‘2’ above**;
- (xxvi) The Promoter has registered the Project as a “Real Estate Project” as defined in RERA with the Real Estate Regulatory Authority bearing MahaRERA no.

P51800020496; an authenticated copy of the RERA certificate for the Project is annexed hereto as **Annexure '8'**;

(xxvii) The Allottee/s 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 mechanized car park space ("**Car Park Space**") ('if applicable') (the Apartment and the Car Park Space shall as the context may permit hereinafter be collectively referred to as "**Allotted Premises**") more particularly mentioned in **Second Schedule** hereto. 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 said Society to the said Plot and the Promoter's right to re-develop the said Building No.144 and sell the Promoter's share of apartments;

(xxviii) Prior to the execution of these presents, the Allottee has paid to the Promoter a sum more particularly described in the **Second Schedule** hereto to be sold by the Promoter to the Allottee as advance payment application fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter, the balance of the Sale Consideration in the manner provided in clause 3(vi) hereto;

(xxix) 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, being in fact these presents and also to register the said Agreement under the Registration Act, 1908. All costs, charges and payments including stamp duty and registration fees payable on this Agreement shall be borne and paid by the Allottee/s alone who shall take all necessary steps and co-operate with the Promoter in respect thereof failing which the Promoter shall not be responsible; and

(xxx) 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. The Promoter shall construct the said New Building known as RAGHAV ONE, comprising of stilt plus seventeen 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 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, 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 include the change in location of the Apartment within the said New Building.

3. PURCHASE OF ALLOTTED PREMISES AND SALE CONSIDERATION

- (i) 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, Allotted Premises, as per detailed

particulars thereof appearing in the **Second Schedule**. A copy of Typical Floor Plan showing the said Apartment and the said Car Park Space, if applicable, is annexed hereto as **Annexure ‘9’**.

“Carpet Area” means the net usable floor area of the Apartment as per RERA, exclusive balcony area, verandah area and exclusive open terrace (as applicable as per **Second Schedule**).

- (ii) The Allottee/s has/have agreed to purchase the Allotted Premises for a total consideration separately set out in the **Second Schedule** 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.
 - (iii) The total aggregate consideration amount for the Allotted Premises is as is set out in the **Second Schedule** (“**Sale Consideration**”).
 - (iv) The Allottee/s has/have paid a sum as per **Second Schedule** (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) 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 payment schedule more particularly mentioned in the **Second Schedule** hereto.
 - (v) It is clarified that the Sale Consideration shall be payable by the Allottee in the Bank Account No. 102805001836 maintained with ICICI Bank, Mumbai (Andheri Link Road) Branch (“**Account**”).
4. The Allottee shall within 7 days of receipt of such written intimation sent by the Promoter along with a certificate of the Project Architect that a relative milestone has been achieved pay the amount due, 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. The Allottee explicitly confirms that the Allottee shall not be given physical possession of the Allotted Premises and that no right, title or interest in the Allotted Premises is intended to pass to the Allottee until the entire Sale Consideration along with interest, if any, and all the amounts due under this Agreement are fully paid by the Allottee to the complete satisfaction of the Promoter.

5. The aforesaid Sale Consideration is exclusive of all present and future taxes, levies and cess and in addition to the Sale Consideration mentioned hereinabove, the Allottee/s shall also bear and pay the taxes (consisting of tax paid or payable by way of GST, 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 Project and/or with respect to the Allotted Premises 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, 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 over and above the Sale Consideration and the Promoter shall not be liable to bear or pay the same or any part thereof.
6. 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.

7. 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 to be mutually decided on a case to case basis for the period for which the respective installment has been preponed.
8. 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 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 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 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, as the case may be, under this Clause 8, shall be made at the same rate per square feet as agreed hereinabove.
9. 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.
10. 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.

11. 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. In the event of any loss of tax credit to the Promoter due to the Allottee/s’s failure to deposit TDS as above, then, such loss shall be recovered by the Promoter from the Allottee/s.

12. 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 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 subject to the simultaneous completion of construction by the Promoter as provided herein above. (“**Payment Plan**” which is more particularly stipulated in the **Second Schedule** hereto).

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

(i) **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.

(ii) **Approvals**

- a) 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.
- b) 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.

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

(iv) 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.

(v) **Rights and Entitlements of the Promoter:**

- a) 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.
- b) 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.

- c) The Promoter shall be exclusively entitled to utilize, exploit and consume the entire development potential of the said Plot (including by way of FSI and Transfer of Development Rights (“**TDR**”) nomenclatured 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 or any part thereof (including FSI/TDR nomenclatured 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 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.
- d) The Promoter shall be at liberty to club the Project with any other adjoining property provided that the Allotted Premises of the Allottee are not adversely affected.
- e) 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 and the

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

- f) The Promoter shall be entitled to designate any spaces/areas on the Projector 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.
- g) The Promoter shall continue to be entitled to all unsold Apartments and car parking spaces that form a part of the Promoter'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 said Society for the sale/allotment or transfer of the unsold areas
- h) 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 Allotted Premises or any part thereof for the purpose of making, laying down maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition.
- i) The Promoter hereby declares that the Floor Space Index (FSI) available as on date in respect of the said Plot is 2502.83 square meters only and Promoter has planned to utilize additional Floor Space Index of 4490.83 square meters by availing of FSI available on payment of premiums or FSI available as incentive/fungible/premium FSI by implementing various schemes as mentioned in the Development Control & Promotion Regulation, 2034. The Promoter has disclosed the Floor Space Index of 6993.66 square meters as proposed to be utilized on the said Plot in the Project and Allottee has 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.

14. EVENT OF DEFAULT IN PAYMENT BY ALLOTTEE

- (i) The Allottee/s agrees to pay to the Promoter, interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon 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.
- (ii) Without prejudice to the right of Promoter to charge interest in terms of sub clause 14(i) 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:
- (iii) Promoter shall give notice of fifteen 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.
- (iv) Upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to forfeiting per cent of the Sale Consideration which is more particularly stipulated in the **Second Schedule** hereto as and by way of agreed genuine pre-estimate of liquidated damages within a period of 90 days of the

termination, the installments of Sale Consideration of the Allotted Premises 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. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the Allotted Premises and the Promoter shall be entitled to deal with and/or dispose of the Allotted Premises in the manner it deems fit and proper. Upon termination of this Agreement as provided herein, this Agreement shall ipso facto stand cancelled without any further required to be done by either party save and except refund as provided herein above. It is clarified that in the event this Agreement has been registered before its termination as provided herein, the said registration shall be deemed to be null and void upon the said termination. Alternately, and at the sole discretion of the Promoter, if the Promoter deems it necessary to make a formal deed of cancellation, the Promoter shall be entitled to execute the same as the attorney of the Allottee.

15. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the Allotted Premises and the New Building as are set out in **Annexure '10'**, herein.

16. POSSESSION OF APARTMENT

- (i) The Promoter shall give possession of the Allotted Premises to the Allottee/s on or before 30 June 2021 subject to a grace period of six months. If the Promoter fails or neglects to give possession of the Allotted Premises 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 Allotted Premises with interest at the same rate as may mentioned in the clause 14 (i) herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

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- a) war, civil commotion or act of God.
- b) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(ii) If the Promoter fails to abide by the time schedule for in completing the Project and handing over the Allotted Premises to the Allottee from the date of estimated possessions i.e. 30 June 2021 and grace period of six months, the Allottee shall be entitled to either of the following:

- a) Compensation in the form of rent computed as per prevalent market rent similar premises in same locality for the period of delay. Allottee shall not be entitled for any other compensation in any form whatsoever; **OR**
- b) Allottee shall be entitled to withdraw from the Project by giving notice of cancellation of the booking of the Allotted Premises. The Allottee shall only be entitled for:
 - Refund of the amount paid by the Allottee to the Promoter in respect of the Allotted Premises; and
 - Interest thereon at the prevailing rate of State Bank of India highest Marginal Cost of Lending Rate plus 2% (two percent) thereon.

(iii) **Procedure for taking possession**-The Promoter, upon obtaining the occupancy certificate from the competent authority (MHADA) shall intimate the Allottee to make all outstanding payments within 15 days from the date of such intimation and on receiving the payment made by the Allottee/s, Promoter shall hand over possession of the Allotted Premises 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 Apartment, the Allottee/s agrees to pay the maintenance charges in respect thereof to the Promoter or the said Society as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the occupancy certificate of the said New Building.

- (iv) The Allottee/s shall take possession of the Allotted Premises within 15 days of the written notice from the Promoter to the Allottee intimating that the Apartment are ready for use and occupation:
- (v) **Allottee/s to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 16 (iv) the Allottee/s shall take possession of the Allotted Premises 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 Allotted Premises to the Allottee/s.
- (vi) 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 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 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.

17. 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 shall use the Car Park Space only for purpose of keeping or parking the Allottee/s own vehicle.

18. MEMBERSHIP OF SOCIETY

- (i) The Promoter hereby agrees, covenants, represents and declares that the Society has clear and marketable title to the said Plot and said Building No.144 mentioned in the **First Schedule** hereunder and the Promoter has power and authority to cause admission of the prospective purchaser(s) of the Allotted Premises as a 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 contribution of the Allottee towards the corpus which the Allottee shall be bound to pay.
- (ii) The Promoter 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 18 August, 2018 executed between the said Society and the Promoter, whereby the said Society has given its consent and confirmation, for the Promoter right 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.
- (iii) The Allottee/s agrees to sign and execute within 7 (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.

- (iv) 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 membership of the said Society shall be submitted by the Promoter and only on condition that the Allottee /sand the other purchasers of the third party apartment purchasers strictly confirm to the terms and conditions of this Agreement and pay to the Promoter all the amounts due and payable under this Agreement.
- (v) 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 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 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 is admitted as the member of the said 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. 10 per sq. ft. per month towards the aforesaid outgoings.
- (vi) The Allottee is aware that it is a redevelopment project. The said Plot is owned by the said Society and the Allottee shall be admitted as a member of the said Society as soon as it may become possible. The maintenance charges and other outgoings shall upon admission of the Allottee as member of the said Society shall be collected by the said society on a pro rata basis which the Allottee shall be bound to pay. In the light of the above, the Promoter is not collecting any deposits from the Allottee towards further maintenance charges, taxes or any other outgoings of the said Apartment.

- (vii) 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.

19. CONVEYANCE OF STRUCTURE

The said Property is owned by the said Society. Upon completion of the said New Building, the Allottee 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.

20. ADDITIONAL CONTRIBUTION BY ALLOTTEE/S

The Allottee/s shall on or before delivery of 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

21. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has clear and marketable title with respect to the development rights on said Plot as declared in the Title Certificate annexed to this Agreement as **Annexure '7'** 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;

- (ii) 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;
- (iii) There are no encumbrances upon the said Plot or the Project except those disclosed in the Title Certificate, if any;
- (iv) 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;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Plot and 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 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;
- (vi) 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;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Plot, including the Project and the Allotted Premises which will, in any manner, affect the rights of Allottee/s under this Agreement;
- (viii) 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;

- (ix) 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
- (x) 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.

22. 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:-

- (i) To maintain the Allotted Premises at the Allottee'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 Allotted Premises itself or any part thereof without the consent of the local authorities, if required;
- (ii) 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;

- (iii) 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 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;
- (iv) 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.;
- (v) 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 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 in this behalf, the Allottee shall be liable for the consequences of the breach;
- (vi) Subject to clause 22(i) and (ii) hereinabove the Allottee 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 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 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;

- (vii) 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 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;
- (viii) 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;
- (ix) 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;
- (x) 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;

- (xi) 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;
- (xii) 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 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;
- (xiii) The Allottee 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 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;
- (xiv) Till completion of the Project in every respect, 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 Allotted Premises thereof to view and examine the state and condition thereof;

- (xv) Not to cause any nuisance or annoyance to the neighbours by indulging in any acts such as noise pollution, slaughter of animals, etc;
- (xvi) 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;
- (xvii) 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;
- (xviii) 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;
- (xix) Pay to the Promoter/said Society the monthly contribution 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 Allottees 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;
- (xx) 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;
- (xxi) Not to tamper with the elevation, outside colour and aesthetic of the said New Building in any manner whatsoever. The Allottee 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;

(xxii) The Allottee 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 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;

(xxiii) 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;

(xxiv) Not to at any time demand partition of the Allottee's interest in the Apartment;

(xxv) The Allottee 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 shall not carry or cause to be carried heavy or bulky packages or material to the upper floors by Lift/s. The Allottee 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;

(xxvi) 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 shall not dust rugs, clothes etc. from the windows or clean rugs etc. by beating on the exterior part of the said New Building;

(xxvii) The Allottee 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; and

(xxviii) The Allottee 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 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.

23. 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 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.

24. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement it shall not mortgage or create a charge on the 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.

25. 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 15 (fifteen) 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.

26. 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 Apartment/said Plot/said Building, as the case may be.

27. RIGHT TO AMEND

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

28. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEES/ 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 Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

29. 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.

30. 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.

31. 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.

32. PLACE OF EXECUTION

- (i) 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

- (ii) 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.

33. NOTICES

- (i) 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 (Under Certificate of Posting) or notified Email ID/ at their respective addresses specified in the **Second Schedule** hereto:
- (ii) 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.

34. 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.

35. STAMP DUTY AND REGISTRATION

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

36. GOVERNING LAW

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

FIRST SCHEDULE

ALL THAT piece and parcel of leasehold 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	: Milk Dairy & Bottling Plant
On or towards the West	: Ashtvinayak Marg

SECOND SCHEDULE

1.Allottee's Personal details

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

2. Description of Allotted Premises

Apartment details	
Flat No.	
Floor No.	
Carpet Area (sq. mtrs.)	
Exclusive Balcony Carpet Area (sq. mtrs.)	
Exclusive Verandah Area (sq. mtrs.)	
Exclusive Open Terrace (sq. mtrs.)	
Car Park Space details:	
Reserved Car park No.	

3. Sale Consideration

Particular	Amount(Rs.)
Apartment	
Car Park Space	
Total Sale Consideration	

4. **Advance payment/application fee** –Rs.____/-(Rupees _____ Only).

5. Schedule of payment of balance Sale Consideration

Stage of payment of balance Sale Consideration	% of payment	Amount
Booking amount due		
Plinth Slab		
1 st Slab		
4th Slab		
7th Slab		
10th Slab		
13th Slab		
16th Slab		
Painting Work		
On possession of the Allotted Premises (as applicable)		

6. Forfeiture on cancellation due to Allottee's default.

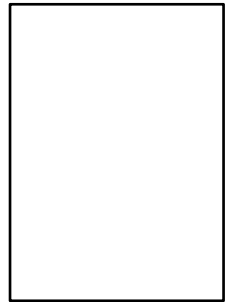
10% of Sale Consideration

THIRD SCHEDULE

List of Common Areas and Facilities

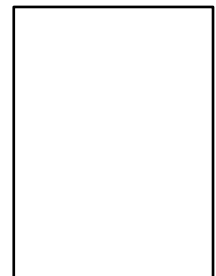
IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seals to these presents the day and year first hereinabove written

SIGNED AND DELIVERED]
by the within named]
PROMOTER]
M/S. RAGHAV RAJ BUILDERS]
& DEVELOPERS LLP]
Through its Designated Partner]
Mr. Sudhanshu Agarwal]
in the presence of.]



- 1.
- 2.

SIGNED AND DELIVERED by the]
Within named **ALLOTTEE/S**]
_____]
in the presence of.]



- 1.
- 2.

