AGREEMENT FOR SALE

THIS AGREEMENT is made and executed at Mumbai on this _____ day of _____ in the Christian Year Two Thousand Twenty-Three (2023) (**"Agreement"**)

BY AND BETWEEN

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

AND

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

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

WHEREAS:

A. 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 ("**Board**") stood dissolved by the operation of Section 15 of the said Act;

B. 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;

C. The Board was *inter alia* seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land admeasuring about 1005.54 sq. meters, situated at Survey no. 113 pt. and C.T.S. No. 356 pt. of Village Haryali, District Mumbai, within Greater Mumbai, located at Building No. 55, Kannamwar Nagar, Vikhroli (East), Mumbai 400 083 within the registration district and sub district of Mumbai Suburban being a part of the KANNAMWAR NAGAR 1 MHADA Layout ("**Plot**");

D. The Board constructed a building bearing Building No. 55 comprising of ground plus four upper floors comprising a total of 40 tenements on the said Plot ("**Building No. 55**") to be allotted to the members of the Industrial Workers S.I.H.S. Scheme for their residential purpose as per the Industrial Workers S.I.H.S. Scheme ("**Scheme**") and accordingly, the Board allotted the same to individual persons as per provisions of the said Scheme;

E. The 40 Allottee/s of the tenements in the said Building No. 55 formed themselves into a Co-operative Housing Society known as "**KANNAMWAR NAGAR SAIKRUPA CO-OP. HOUSING SOCIETY LTD**." which was duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Registration No. BOM/HSG/1362 dated 08 January 1985 ("**Society**"). The said Society has its Society office at Building No. 55, Kannamwar Nagar, Vikhroli (East), Bombay 400 083. Each of the said 40 Allottee/s became the members of the said Society and are hereinafter individually referred to as the '**Existing Member**" and collectively as the "**Existing Members**";

F. By and under an Indenture of Lease dated 08 June 1994 executed by and between MHADA, therein referred to as "Lessor" 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 with effect from 01 April 1980 and on terms and conditions as set out therein. The said Deed of Lease is duly registered with the Office of Sub Registrar of Assurances under Sr. No. P-4219/94 dated 8th June 1994;

G. By and under a Deed of Sale dated 08 June 1994 executed by and between MHADA, therein referred to as "the Owner" 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. 55 constructed on the said Plot unto and in favour of the said Society for the consideration and on the terms and conditions as stated in the said Deed of Sale. The said Deed of Sale is duly registered with the office of the Sub Registrar of Assurances under registration no. P-4221/94;

H. In terms of what is stated hereinabove, the said Society is seized and possessed of and is well and sufficiently entitled to the leasehold right, titleand interest in the said Plot and ownership of the said Building No. 55 more particularly described in the **FIRST SCHEDULE** hereunder written. A copy of the Property Register Card of the said Plot is annexed hereto and marked as **Annexure** "**1**". A copy of the layout plan showing the said Plot is annexed hereto and marked as **Annexure** "**2**";

I. In view of the age and condition of the said Building No. 55, the said Society deemed it desirable that the said Building No. 55 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;

J. The said Society in its Special General Meeting in the presence of the authorized officer of the Dy. Registrar of Co-operative Societies, MHADA, Mumbai unanimously voted in favor of the Promoter herein and granted the rights to redevelop the said Building No. 55 *inter alia* by demolishing the said Building No. 55 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 is annexed hereto and marked as **Annexure "3";**

K. The Deputy Registrar of Co-operative Societies, MHADA, Mumbai, by letter dated 27 August 2022 confirmed that the Promoter was duly elected and appointed as the developer by the said Society and that the said Society had complied with all the terms and conditions under the guidelines dated 3rd January, 2009 for redeveloping the said Building No. 55. A copy of the said letter dated 27 August 2022 is annexed hereto and marked as **Annexure** "**4**";

L. By Redevelopment Agreement dated 13 December 2022 executed by and between the said Society of the First Part, the Promoter herein ("Developer" therein) of the Second Part and Existing Members of the said Society of the Third Part ("**Development Agreement**"), the said Society granted development rights in respect of the said Plot to the Promoter with the permission to enter upon the said Plot, demolish the said Building No. 55 and construct a new building/s ("**New Building**") thereon on the terms and conditions as contained in the said Development Agreement. The said Development Agreement is duly registered with the Joint Sub Registrar of Assurances at Kurla under Serial No. KRL3-21789-2022 on 13 December 2022;

M. By virtue of the said Development Agreement, each of the said 40 Existing Members became entitled to a new apartment each in the said New Building and the Promoter became entitled to sell the balance Apartments and premises in the said New Building to third parties, who would be admitted as members of the said Society;

N. MHADA has, vide its Offer Letter dated 24 January 2023 bearing Ref. No. CO/MB/REE/NOC/F-1440/243/2023 sanctioned the additional FSI permitted under Rule 33 (5) of the DCR as stated therein;

O. Vide No Objection Certificate dated 14 February 2023 bearing Ref. No. CO/MB/REE/NOC/F-1440/435/2023, MHADA granted its NOC and

permission for the proposed redevelopment of the said Building No. 55 through utilization of FSI on the terms stated therein;

P. Vide Intimation of Approval dated 17 March 2023 bearing Ref. No. MH/EE/BPCell/GM/MHADA-9/1259/2023, MHADA granted its approval for construction on the said Plot. A copy of Intimation of Approval (as amended till date, if any) is annexed hereto and marked as **Annexure** "**5**";

Q. MHADA has issued Commencement Certificate ("**CC**") dated 02 June 2023 bearing Ref. No. MH/EE/(BP)/GM/MHADA-9/1259/2023/CC/1/New (as amended till date) allowing the Promoter to commence construction of the said New Building on the said Plot. A copy of the said Commencement Certificate (as endorsed up to date) is annexed hereto and marked as **Annexure** "**6**";

R. The development/redevelopment undertaken by the Promoter in the manner aforesaid *inter alia* by demolishing Building No. 55 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 the other structures and the entire development of the said Plot;

S. The re-development of the said Building No. 55, as contemplated by the said Development Agreement inter alia includes:

(i) demolition of the said Building No. 55;

(ii) construction of the said New Building inter alia including the Existing Members' apartments', the Promoter's apartments and Promoter's car parking spaces by utilization of the Promoter area;

(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, at its sole discretion; and

(iv) 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.

T. The Promoter presently and tentatively proposes to construct on the said Plot the said New Building being one building having basement + stilt/ground + 20 upper floors to be named "**RAGHAV ANANTA"**;

U. The Promoter has obtained requisite approvals from the concerned local authority (ies) for the plans, specifications, elevations, sections and of the said New Building and shall obtain the balance approvals from various authorities from time to time, so as to obtain the occupancy certificate for the said New Building;

V. While sanctioning the plans, approvals and permissions as referred to hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Plot and the said New Building and upon due observance and performance of which only, the occupation certificate in respect of the said New Building shall be granted by the competent authority;

W. 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. Mohd. Furkhan Ibrahim Pettiwala** for the preparation

of the structural design and drawings of the said New Building and the Promoter accepts the professional supervision of the Licensed Surveyor and the structural engineer till the completion of the said New Building;

X. The Promoter has obtained the Title Certificate dated 24 March 2023 from **Bhavya N. Jain**, Advocate High **Court**. The said Title Certificate is annexed hereto and marked as **Annexure** "**7**";

Y. The Promoter has applied for registration of the Project under the provision of the Real Estate (Regulation and Development) Act, 2016 ("**Act/RERA**") with the Real Estate Regulatory Authority; authenticated copy of the application is attached and marked **Annexure** "**8**" hereto ("**Real Estate Project**");

Z. The Allottee/s has/have approached and applied to the Promoter for allotment of an apartment (out of the Promoter's Apartments) to the Allottee/s ("**Apartment**") along with covered (i.e. stilt/basement/ podium/ mechanically operated/stack) car park space ("**Car Park Space**") ('as applicable') (the Apartment and the Car Park Space shall as the context may permit hereinafter be collectively referred to as "**Allotted Premises**") and is more particularly described in **SECOND SCHEDULE** hereto. The "carpet area" means the net usable floor area of an apartment, and shall include exclusive balcony area, verandah area and exclusive open terrace (EBVT), if any and shall exclude the area covered by the external walls, areas under services shafts, but includes the area covered by the internal partition walls of the Apartment. In this regard, the Allottee/s has/have, prior to the date hereof, demanded from the Promoter and the Promoter has given to the Allottee/s inspection of the documents and records relating to the said Project as well as plans, approvals and other documents as specified under RERA as required to be disclosed. The Allottee/s has/have satisfied himself/themselves/itself in respect thereof, including the title of the said Society to the said Plot and the Promoter's right to re-develop the said

Building No. 55 and sell the Promoter's share of Apartments;

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

BB. As per Section 13 of the Real Estate (Regulation and Development) Act 2016, the Promoter is required to execute an Agreement for Sale of the Apartment with the Allottee/s, being in fact these presents and also to register the said Agreement for Sale under the Registration Act, 1908. The Stamp Duty and registration fees payable on this Agreement shall be borne and paid by the Promoter/Allottee/s. All other costs, charges and payments if any shall be borne and paid by the Promoter and the Allottee/s shall take all necessary steps and co-operate with the Promoter in respect thereof failing which the Promoter shall not be responsible; and

CC. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

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

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

2. **PROJECT DESCRIPTION:**

The Promoter is constructing the said New Building known as **RAGHAV ANANTA**, presently and tentatively comprising of **basement + stilt/ground + 20 upper floors** on the said Plot in accordance with plans, designs and sanctions as approved by MHADA as per IOA and CC annexed hereto subject to amendments made therein from time to time.

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

3. **ALLOTMENT AND SALE CONSIDERATION:**

3.1. The Allottee/s hereby agree(s) to purchase and acquire from the Promoter, and the Promoter hereby agree(s) to sell to the Allottee/s, the Allotted Premises as per detailed particulars appearing in the **SECOND SCHEDULE** which is inclusive of the proportionate price of common areas and facilities appurtenant

to the Allotted Premises in said New Building. A copy of tentative Typical Floor Plan showing the said Apartment is annexed hereto and marked as **Annexure** "**9**". The Project Common Areas and Amenities that may be usable by the Allottee/s are listed in the **Third Schedule** hereto.

3.2. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered car park space bearing no. _____ situated at _____ stilt/basement/podium/mechanically operated/stack being constructed in the layout ("**Car Park Space**").

3.3. The Apartment and the Car Park Space shall as the context may permit hereinafter be collectively referred to as "**Allotted Premises**" and is more particularly described in **SECOND SCHEDULE** hereto.

3.4. 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 the payment schedule more particularly mentioned in the Second Schedule hereto.

3.5. It is clarified that the Sale Consideration shall be payable by the Allottee/s in the **Bank Account No…….** maintained with the **…….. Bank, …… Branch** ("**Account**").

3.6. The Promoter shall intimate the Allottee/s of the completion of the construction of each stage in writing. The Allottee/s agree/s and confirm/s that the payment of instalments shall be made to the Promoter within a period 07 (seven) working days from the date of receipt of the aforesaid written intimation, without any delay or default, in terms of this Agreement, time for payment being of the essence of contract. The Promoter shall send such letter/notice demanding

payment under certificate of posting, courier or email, which shall be sufficient for the Promoter to discharge its obligations under this clause. If the Allottee/s fails to make payment of any amounts in terms of this Agreement within the time as specified herein, the Promoter shall be entitled to recover and the Allottee/s shall be liable pay the same to the Promoter along with interest at the interest rate to be computed as provided in Clause 5.1 of this Agreement, on all delayed payments, for the period of delay. "Period of Delay" shall mean the date from which the amount became due till the date such amounts are fully and finally paid together with the interest thereon, if any. The Allottee/s hereby explicitly agree/s and confirm/s to pay to the Promoter, interest on all amounts which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement. All payments made by the Allottee/s shall first be adjusted against the outstanding interest amount, if any, then towards the principal amount and then towards Statutory Charges, if any. In addition to the Allottee's liability to pay interest on outstanding dues, the Allottee shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, borne, paid and/or incurred by the Promoter for the purpose of enforcing payment of and recovering from the Allottee/s any dues whatsoever payable by the Allottee/s under this Agreement. The Allottee/s explicitly agree/s and confirm/s that the Allottee/s shall not be given physical possession of the Allotted Premises and that no right, title, interest and/or claim of the Allottee/s in the Allotted Premises shall pass to the Allottee/s until the entire Sale Consideration along with interest, if any, and all the amounts due under this Agreement are fully paid by the Allottee/s to the complete satisfaction of the Promoter.

3.7. Total Price above excludes Taxes (consisting of tax paid or payable by way of goods and services tax (GST), Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the

Apartment. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Apartment, under the provisions of the applicable law or any amendments thereto pertaining or relating to any amount payable under this Agreement and/or in respect of the Sale Consideration or any part thereof and/or on the transaction contemplated herein and/or in relation to sale of the Allotted Premises ("**Statutory Charges**") 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.

3.8. The payment of the Sale Consideration and the installments related thereto shall be subject to the deduction of tax ("**TDS**") as applicable from time to time. The Allottee/s shall deduct tax at source ("**TDS**") from the Sale Consideration as required under the Income Tax Act, 1961 and deposit the same with the Income Tax Authorities without any delay or demur. The Allottee/s hereby agree/s and undertake/s that the Allottee/s shall solely be responsible for all consequences related to the non-payment of TDS to the Income Tax Authorities and any consequences related to non-payment including levy of penalties, interest, etc. shall be solely to the account of the Allottee/s and the Allottee/s shall indemnify and keep the Promoter indemnified in respect thereof. 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. Provided that at the time of handing over the possession of the said Apartment, if any TDS certificate / challan is not produced, the Allottee shall pay equivalent amount as interest-free refundable deposit with the Promoter, which shall be refunded by the Promoter on the Allottee/s producing such challan/ certificate within 2 (two) months of possession. Provided further that in case the Allottee/s fails to produce

such challan/ certificate within the stipulated period of 2 (two) months, the Promoter shall be entitled to appropriate the said deposit against the receivables from the Allottee/s.

3.9. The Sale Consideration is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/ rule/ regulation/demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

3.10. The Promoter may allow, in its sole discretion, at the request of the Allottee a rebate for early payment of installments payable by the Allottee/s by discounting such early payments. It is clarified that the Promoter, though not liable to do, but may provide a rebate for early payments and the same may be decided by the Promoter on a case to case basis for the period for which the respective installment has been preponed.

3.11. The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said New Building is complete and the Occupation Certificate is granted by MHADA, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the carpet area of the Apartment shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area 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, shall be made at the same rate per square feet as agreed hereinabove.

3.12. 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.

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

3.14. 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 as per "**Payment Plan**" which is more particularly stipulated in the **Second Schedule** hereto subject to

the simultaneous completion of construction by the Promoter as provided herein above.

4. The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project is **7902.11** square meters only and Promoter has planned to utilize Floor Space Index of **7902.11** sq. mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of **7902.11** square meters as proposed to be utilized by them on the Plot 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.

5.1 If the Promoter fails to abide by the time schedule for completing the Project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

5.2 Without prejudice to the right of Promoter to charge interest in terms of sub-clause 5.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this

Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Promoter shall at their own option, may terminate this Agreement: Provided that, Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and/or mail at the e-mail address provided by the Allottee, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of 10% of Sale Consideration as liquidated damages which shall be payable to Promoter) within a period of 30 (thirty) days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5.3 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the Allotted Premises are set out in **Annexure '10'**, annexed hereto.

5.4 The Promoter currently envisages that the New Building including 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.

5.5 All materials including marble, granite, timber etc., contain veins and grains with tonality differences and though the Promoter shall pre-select such natural materials for installation in the Real Estate Project, their non-conformity, natural discoloration or tonal differences at the time of installation is unavoidable and the Promoter shall not be responsible and/or liable for the same and the Allottee/s shall not raise any claim(s) against the Promoter in this regard.

6. The Promoter shall give possession of the Apartment to the Allottee on or before **31 December 2026**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond their control and of their agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by them in respect of the Apartment with interest at the same rate as may mentioned in the clause 5.1 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 Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of:

(i) war, civil commotion or act of God;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 **Procedure for taking possession**: The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the Agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give

possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter or association of allottees, 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 Project.

7.2 The Allottee shall take possession of the Apartment within 15 (fifteen) days of the written notice from the Promoter to the Allottee intimating that the said Apartment is ready for use and occupancy.

7.3 **Failure of Allottee to take Possession of Apartment**: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 8.1, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of 5 (five) years from the date of handing over the Apartment to the Allottee, the Allottee 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 their 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.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.

9.1 **Membership of the 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. 55 mentioned in the First Schedule hereunder and the Promoter has power and authority to admit the prospective purchaser (s) of the Apartment as a new member/s of the said Society provided that the new member shall not have right to the corpus fund paid by the Promoter to the Existing Members 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 '**SAI KRUPA Co-operative Housing Society Ltd.**', being the existing co-operative housing society and request the said Society to induct the Allottee/s herein as member of the said Society as per the terms of the Development Agreement dated 13 December 2022 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 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 Apartment 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/s and 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. The Allottee is aware that it is a redevelopment project. The said Plot is owned by the 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.

vi. 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.

9.2 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the Project Land and Building/s namely local taxes, betterment charges or such other levies by the concerned local

authority and/or Government water charges, insurance, common lights, repairs and salaries of 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 Allottee is admitted as the member of the said Society, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. ...../- per month towards the outgoings.

10. The Allottee shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the following amounts:

i. Rs……. /- (Rupees …….. only) for share money application and Entrance fees of the Society);

ii. Rs……. /- (Rupees …….. only) for proportionate shares of taxes and other charges/levies in respect of the Society);

iii. 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 and/or for any other purpose.

11. **Representations and Warranties of the Promoter**:

i. The Promoter has clear and marketable title 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 Plot;

iv. There are no litigations pending before any court of law with respect to the Plot or the Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, 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 and common areas;

vi. The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee 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 and the said Apartment, which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee 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 the Occupation Certificate and thereupon shall be proportionately borne by the Society; 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) has been received or served upon the Promoter in respect of the said Plot and/or the Project.

12. The Allottee, with intention to bring all persons into whosoever hands the Apartment and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows:-

i. to maintain the said Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the New Building which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the New Building in which the said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities and Promoter;

ii. The Allottee/s agree(s) that he/she/it/they are aware that the Promoter is constructing the said Free Sale 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 and/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. Availing a home loan facility is the sole discretion of the Allottee(s) herein, and the Developer shall facilitate to provide relevant document(s) in relation to the Project to enable him/her/them to avail such a loan. In the event of non-disbursal by such Bank/Non-Banking Financial Institution/any other financial institution, due to any reason whatsoever, the Allottee(s) hereby agree that he/she/they shall not delay in making payments against any demand raised by the Developer on such grounds against the booking of the flat. The Allottee(s) further agree that he/she/they shall not hold the Developer and/or any of its representatives responsible or accountable for delay of any nature/kind in disbursement by the Bank/NBFC/any other financial institution. The Allottees may obtain finance from any financial institution/bank or any other source for purchase of the Apartment at their cost and responsibility. The Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottees will always remain bound to make payment of the Consideration, Statutory Charges and other amounts payable under the terms of this Agreement. The Promoter shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the Apartment on any ground or revokes the loan already granted. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Allottees shall not make such refusal/ delay an excuse for non-payment

of any installments / dues to Promoter within stipulated time as per the Payment Schedule;

iv. not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the New Building in which the said 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 New Building in which the said Apartment is situated, including entrances of the Building in which the said Apartment is situated and in case any damage is caused to the New Building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach;

v. to carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the New Building in which the said Apartment is situated or the said 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 said Apartment 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;

vi. not to demolish or cause to be demolished the said 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 said Apartment or any part

thereof, nor any alteration in the elevation and outside colour scheme of the New Building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said 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 New Building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the Promoter and/or the Society;

vii. 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/or the New Building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

viii. 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 said Property in which the said Apartment is situated;

ix. pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection in which the said Apartment is situated;

x. 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 other Government and/or other public authority, on account of change of users of the said Apartment by the Allottee for any purpose other than for purpose for which it is sold;

xi. The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with possession of the said Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up; and

xii. 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 New Building and the said Apartment therein and for the observance and performance of the New 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 said Apartment and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

14. 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 New 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 Society.

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

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Apartment. Provided he 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 otheramounts 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. Further provided that the Promoter shall be at full liberty to create mortgage on unsold units in favour of any lender without any recourse against the Allottee.

16. **BINDING EFFECT**:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement along with the payments due as stipulated herein, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances 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

and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever after deducting liquidated damages as per this Agreement.

17. **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, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment, as the case may be.

18. **RIGHT TO AMEND**:

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

19. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/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 Building shall equally be applicable to and enforceable against any subsequent allottees of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment, for all intents and purposes.

20. **SEVERABILITY**:

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

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

Wherever in this Agreement it is stipulated that the Allottee 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 Apartment to the total carpet area of all the Apartments in the Project.

22. **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.

23. **PLACE OF EXECUTION:**

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, in after the Agreement is duly executed by the Allottee 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.

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

25. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Promoter: **M/S. RAGHAV RAJ BUILDERS AND DEVELOPERS LLP**
Address: A-710, Crystal Plaza, Opp. Infinity Mall,
New Link Road, Andheri West, Mumbai – 400 053
Notified Email ID: ……..

Name of Allottee: …….
Address: ……..
Notified Email ID:_____

It shall be the duty of the Allottee 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 may be.

26. **JOINT ALLOTTEES:**

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.

27. **STAMP DUTY AND REGISTRATION:**

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

28. **DISPUTE RESOLUTION:**

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

29. **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 of Law in Mumbai will have the jurisdiction for this Agreement.

FIRST SCHEDULE

All that piece or parcel of land or admeasuring about 1005.54 sq. meters, situated at Survey no. 113 pt., bearing City Survey No. 356 pt. along with the building thereon housing 40 tenements, known as **KANNAMWAR NAGAR SAIKRUPA CO. OP. HOUSING SOCIETY LTD**. situated, lying and being Building No. 55, Mumbai 400 083 and bounded as follows:

That is to say:

On and towards the North by	:	Bldg. No. 54 & 56.00" Wide Road
On and towards the South by	:	40.00" Wide Road
On and towards the East by	:	Bldg. No. 53 & 40.00" Wide Road
On and towards the West by	:	Bldg. No. 56 & 40 and 0. B. No. 8.

<<This Place is intentionally left blank>>

SECOND SCHEDULE

1. ALLOTTEES' PERSONAL DETAILS:

Name	
Constitution (individual/HUF/LLP/Company)	
Father's Name	
Nationality/Residential Status	
Age	
Address	
Email	
P.A. No.	
Aadhar Card No.	

2. DESCRIPTION OF ALLOTTED PREMISES:

Apartment details at RAGHAV ANANTA:	
Apartment No.	
Floor No.	
Carpet Area (sq. mtrs.)	
Exclusive Balcony Carpet Area (sq. mtrs.)	
Parking space no.	

3. SALE CONSIDERATION FOR ALLOTTED PREMISES:

Rs. _____/- (Rupees _____ only)

4. SCHEDULE OF PAYMENT OF SALE CONSIDERATION:

Sr. No.	Stage of payment of Sale Consideration	Status	Amount (Rs.)	GST @ 5% (Rs.)	Total Amount (Rs.)
1.	Advance payment/ application fee	**Received**			
2.	Casting of Plinth Slab	Not Due			
3.	Casting of 1st Slab				
4.	Casting of 4th Slab				
5.	Casting of 8th Slab				
6.	Casting of 12th Slab				
7.	Casting of 16th Slab				
8.	Casting of 20th Slab				
9.	Within 7 days of offering possession.				
		TOTAL			

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

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

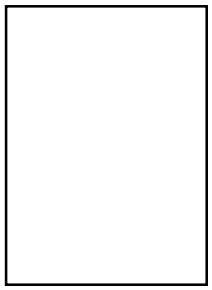
THIRD SCHEDULE

List of Common Areas and Facilities

Sr. No.	Particulars
1.	Society Office
2.	Fitness Centre/Gym
3.	Decorated Entrance Lobby
4.	Under Ground Water Tank
5.	Elevators – 4 nos.
6.	Common Terrace Area

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

SIGNED AND DELIVERED]
by the within named **"PROMOTER"**]
RAGHAV RAJ BUILDERS]
& DEVELOPERS LLP]
Through its Designated Partner]
Mr. Sudhanshu Agarwal]
In the presence of:]



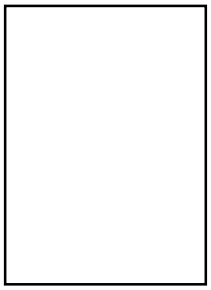
1.]

2.]

SIGNED AND DELIVERED
By the within named **ALLOTTEE/S**]

_____]

In the presence of:]



1.]

2.]

LIST OF ANNEXURES

ANNEXURE REFERENCE	PARTICULARS OF ANNEXURE
ANNEXURE "1"	Extract of the Property Register Card
ANNEXURE "2"	Layout plan of the said Plot
ANNEXURE "3"	Minutes of the SGM of Society
ANNEXURE "4"	Letter of Dy. Registrar
ANNEXURE "5"	Copy of Intimation of Approval *(as amended till date)*
ANNEXURE "6"	Copy of the said Commencement Certificate (as endorsed up to date)
ANNEXURE "7"	Copy of the Title Certificate
ANNEXURE "8"	Copy of MAHA RERA Certificate of Registration
ANNEXURE "9"	Tentative Apartment Floor Plan
ANNEXURE "10"	List of amenities in the Apartment