DEVIATION REPORT

IN RESPECT OF AGREEMENT FOR SALE

PROJECT NAME: RAGHAV ANANTA

I. DETAILED CONTENTS OF DEVIATION IN AGREEMENT FOR SALE:

Sr. No.	Clause no. of the Modal AFS	Clause of the modal AFS	Clause no. of the AFS	Deviation/Addition/Modification in the AFS
1	-	-	1	**Addition:** 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	1	The Promoter shall construct the said building/s consisting of ..... basement and ground/ stilt, /..... podiums, and ..... upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.	2	**Addition:** … and/or as per any disclosure made to the Allottee/s by the Promoter.

		Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.		
3	1(a)(i)	The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. ..... of the type ..... of carpet area admeasuring ..... sq. metres on ..... floor in the building _____/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. ..... including Rs. ..... being the	3.1	**Modification:** 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.

SA.

		proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).		
4	1(a)(ii)	The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos ____ situated at _____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs. _____/	-	**Not applicable**

5	1(a)(iii)	The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos ____ situated at _____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs. _____/-.	3.2	**Deletion:** ……. for the consideration of Rs. _____/-
6	-	-	3.3	**Addition:** 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.
7	1(b)	The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs._____/	3.1	**Modification:** As per clause 3.1 above.
8	1(c)	The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as	3.4	**Modification:** 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.

		advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs .....(Rupees .....) in the following manner: i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located. iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.		

		iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment. v. Amount of Rs...../-(.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment. vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located. vii. Amount of Rs...../-(.....) (not exceeding 95%		

		of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located. viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.		
9	-	-	3.5	**Addition:** 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"**).

10	-	-	3.6	**Addition**: 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.
11	1(d)	The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess 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.	3.7	**Addition:** ..... 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.
12	-	-	3.8	**Addition:** 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.
13	1(e)	The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that	3.9	No deviation in agreement for sale.

		while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.		
14	1(f)	The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.	3.10	**Modification:** 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.

15	1(g)	The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand	3.11	No deviation in agreement for sale.

		additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.		
16	1(h)	The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.	3.12	No deviation in agreement for sale.
17	2.1	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	3.13	No deviation in agreement for sale.

		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.		
18	2.2	Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of	3.14	No deviation in agreement for sale.

		construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").		
19	3	The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Promoter has planned to utilize Floor Space Index of _____ 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 _____ as proposed to be utilized by	4	No deviation in agreement for sale.

		him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.		
20	4.1	If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as 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	5.1	No deviation in agreement for sale.

Sdy.

		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.		
21	4.2	Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 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 his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by	5.2	No deviation in agreement for sale.

		Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of 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.		
22	5	The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.	5.3	No deviation in agreement for sale.
23	-	-	5.4	Addition: 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.
24			5.5	Addition: 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.
25	6	The Promoter shall give possession of the Apartment to the Allottee on or before..... day of .....20___. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 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	6	No deviation in agreement for sale.

		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.		
26	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/Plot], 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	7.1	No deviation in agreement for sale.

		of the [Apartment/Plot] 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 agree(s) 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 days of receiving the occupancy certificate of the Project.		
27	7.2	The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.	7.2	No deviation in agreement for sale.
28	7.3	Failure of Allottee to take Possession of	7.3	No deviation in agreement for sale.

		[Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] 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/Plot] 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.		
29	7.4	If within a period of 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 are situated or any	7.4	No deviation in agreement for sale.

		defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.		
30	8	The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business. (*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.	8	No deviation in agreement for sale.
31	9	The Allottee along with other allottee(s)s of Apartments in	9.1	**Modification**: Membership of the Society:

		the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the		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 **'KANNAMWAR NAGAR 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

		draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.		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.
32	9.1	The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or	-	Not applicable.

		Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.		
33	9.2	The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.	-	Not applicable.
33	9.3	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	9.2	No deviation in agreement for sale.

		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 Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so		

		determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. ..... per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.		
35	10	The Allottee shall on or before delivery of possession of the said premises keep deposited	10	**Modification:** i. Rs..... /- (Rupees ..... only) for share money application and Entrance fees of the Society);

		with the Promoter, the following amounts: (i) Rs. ..... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body. (ii) Rs. ..... for formation and registration of the Society or Limited Company/Federation/ Apex body. (iii) Rs. ..... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body (iv) Rs. .....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body. (v) Rs..... For Deposit towards Water, Electric, and other utility and		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.

		services connection charges & (vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout.		
36	11	The Allottee shall pay to the Promoter a sum of Rs. ..... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease	-	Deleted as not applicable
37	12	At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said	-	Not applicable.

		Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.		
38	13	REPRESENTATIONS AND WARRANTIES OF THE PROMOTER The Promoter hereby represents and warrants to the Allottee as follows: i. The Promoter has clear and	11	No deviation in agreement for sale.

SAM.

		marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project; ii. The Promoter has lawful rights and 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 project land or the Project except those disclosed in the title report; iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;		

		v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing 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		

		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 project land, including the Project and the said [Apartment/Plot] 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/Plot]to the Allottee in the manner contemplated in this Agreement; ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant,		



		peaceful, physical possession of the common areas of the Structure to the Association of the Allottees; x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities; xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed		

		in the title report.		
39	14	The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows: i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required. ii. Not to store in the	12	**Addition:** i. 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; ii. 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

		Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.		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.

		iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority. iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any		

		time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company. v. Not to do or permit to be		

		done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance. vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.		

		viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold. ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up. x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or		

		amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement. xi. Till a conveyance of the structure of the building in		

		which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof. xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, 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 project land or any part thereof to view and examine the state and condition thereof.		

40	15	The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.	13	No deviation in agreement for sale.
41	16	Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation	14	No deviation in agreement for sale.

		spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.		
42	17	PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE After the Promoter executes this Agreement he 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 who has taken or agreed to take such [Apartment/plot].	15	**Addition:** …….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 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 accordancewith 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.

43	18	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 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 and secondly, appears for registration of the same before the concerned SubRegistrar 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	16	**Addition**: …….. after deducting liquidated damages as per this Agreement.

		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.		
44	19	ENTIRE AGREEMENT This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the	17	No deviation in agreement for sale.

		case may be.		
45	20	RIGHT TO AMEND This Agreement may only be amended through written consent of the Parties.	18	No deviation in agreement for sale.
46	21	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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.	19	No deviation in agreement for sale.
47	22	SEVERABILITY If any provision of this Agreement shall be determined	20	No deviation in agreement for sale.

		to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.		
48	23	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	21	No deviation in agreement for sale.

		common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.		
49	24	FURTHER ASSURANCES Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.	22	No deviation in agreement for sale.
50	25	PLACE OF EXECUTION The execution of this	23	No deviation in agreement for sale.

		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		
51	26	The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease 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	24	No deviation in agreement for sale.

		thereof.		
52	27	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 Allottee (Allottee's Address) Notified Email ID:_____ M/s Promoter name (Promoter 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	25	No deviation in agreement for sale.

		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.		
53	28	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.	26	No deviation in agreement for sale.
54	29	Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.	27	No deviation in agreement for sale.
55	30	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	28	No deviation in agreement for sale.

		_____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.		
56	31	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 will have the jurisdiction for this Agreement	29	No deviation in agreement for sale.

For RAGHAV RAJ BUILDERS AND DEVELOPERS LLP

Designated Partner

RAGHAV RAJ BUILDERS AND DEVELOPERS LLP MUMBAI

Date: .....