

AGREEMENT FOR SALE

This **ARTICLE OF AGREEMENT FOR SALE** is made and entered into at
Mumbai, on this _____ day of _____ 2023-24

BETWEEN

MODIS NAVNIRMAN LTD, a Public Limited Company having CIN
U45203MH2022PLC377939 through the Directors Mr. Mahek Modi (DIN
No 06705998) having its PAN No. AAPCM5259D, having their office
situated at: Shop No. 5, Rashmi Tara Co-op. Housing Society Ltd.,
Datta Mandir Cross Road, Dahanukar Wadi, Kandivalli (West), Mumbai
– 400067, herein referred to as “**PROMOTER / DEVELOPER**” (which
expression shall, unless it be repugnant to the context or meaning
thereof, be deemed to mean and include their successors-in title on
assign) of the **FIRST PART:**

AND

_____, age _____ and
_____, age _____ years Indian
inhabitant, having address at Flat No. _____,

_____, hereinafter referred to as “**THE**
ALLOTEE / PURCHASER” [which expression shall, unless it be
repugnant to the context or meaning thereof, be deemed to mean
and include his/her heirs, legal representatives, executors,
administrators and assigns] of the **OTHER PART:**

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WHEREAS:

- A. The original landowners of plot of land having area admeasuring 3965.1 square meters bearing survey no 38, Hissa No. 1(pt), corresponding to C.T.S. No 258/A at Village Borivali, Taluka Borivali and within the Registration District and Sub District of Mumbai city and Mumbai Suburban, Bhimabai Janu Bhandari, Usha Anant Patil, Bhaskar Bala Bhandari, Moraji Mukund Bhandari, Mankubai Mukund Bhandari, Kamlakar Mukund Bhandari, Mohan Mukund Bhandari, Chandrakant Mukund Bhandari, Hemant Mukund Bhandari, Shashikala Gopinath Kini and Kum. Jayshri Mukund Bhandari, have sold the said land to M/s Jayraj Builders vide Agreement dated 15/05/1976 together with Supplemental Agreement dated 15/04/1982 on the terms and conditions mentioned therein.
- B. That the said M/s Jayraj Builders had transferred the development rights in favor of M/s Sahakar Developers vide Development Agreement dated 30/09/1986.
- C. That M/s Sahakar Developers had decided to develop the part of the said larger property by constructing the proposed building on the piece and parcel of the land having area admeasuring 2235.72 square meters bearing survey no 38, Hissa no 1(pt) corresponding to C.T.S. No 258/A together with the proportionate undivided share in R.G. and benefits of Road set back as per approved plan at Revenue village Borivali, Taluka Borivali and within the Registration District and Sub District of Mumbai city and Mumbai Suburban.
- D. That, the said M/s Sahakar Developers have constructed and completed the building known as "Om Shraddha Co-op. Housing Society Ltd." The said Sahakar Developers have sold the 60 flats, 10 shops and 3 garages to various Purchasers by diverse agreements for suitable consideration under MOFA 1963.

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- E. That the Purchasers of the flats formed a housing Society under the name of "OM SHRADDHA CO OPERATIVE HOUSING SOCIETY LTD under the Maharashtra Co-operative Societies Act, 1960 vide Registration No. MUM/W-RS/HSG/TC/9701/97, dated 25/02/1997. ("**ANNEXURE-A**" is a copy of the Society Registration certificate)
- F. The said Society has applied for the deemed conveyance of the said property vide Application No. 179 of 2018 and the order of granting Deemed Conveyance and Certificate under Section 11 of the MOFA 1963 was passed on 28/01/2020 by District Deputy Registrar, Co-operative Societies, Mumbai City (4), Competent Authority under Section 5A of the MOFA, 1963. By the said order the Om Shraddha Co-op. Housing Society Ltd. was granted unilateral deemed conveyance in respect of the land having area admeasuring 2235.72 square meters bearing survey no 38, Hissa No. 1 (pt) corresponding to C.T.S. No. 258/A together with the proportionate undivided share in R.G. and benefits of Road set back as per approved plan at Revenue village Borivali, Taluka Borivali and within the Registration District and Sub District of Mumbai city and Mumbai Suburban.
- G. The Conveyance Deed in favor of the said Society is executed on 27th May 2021 and registered on dated 04/06/2021 with the Sub Registrar of Assurances, Borivali.
- H. Party of the First part i.e. The Om Shraddha Co-op. Housing Society Ltd. are the owner of all that piece or parcel of land with building standing thereon having area admeasuring 2235.72 square meters bearing survey no 38, Hissa no 1 (pt.) corresponding to C.T.S. No. 258/A together with the proportionate undivided share in R.G. and benefits of Road set back as per approved plan situated at CTS no 258-A, Jayraj Nagar, Off New Link Road, Borivali (W), Mumbai-400091 in the Revenue village Borivali, Taluka Borivali (hereinafter referred to as the said land) in Mumbai Suburban District as described under the

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schedule along with the said building standing thereon known as Om Shraddha Co-op. Housing Society Ltd. and hereinafter for brevity's sake collectively (the said land and the said building) hereinafter referred to as "the said Property" and more particularly mentioned in First Schedule herein.

- I. After execution and registration of the unilateral Conveyance Deed the name of the Om Shraddha Co-op. Housing Society Ltd. has been taken on Revenue record and added on the 7/12 extract as per mutation entry no 1817 on dated 24/12/2021. "ANNEXURE B" is a copy of the 7/12 extract.
- J. Subsequently the department of Revenue and City Survey Office, Borivali, District Mumbai Suburban has amended the records and the name of the Om Shraddha Co-op. Housing Society Ltd. is added on the Property card for the said property vide mutation entry no 1547 on dated 29/04/2023. "ANNEXURE C" is a copy of the Property Card.
- K. At the Special General Body Meeting held on 24/04/2022, in compliance with the Government Circular dated 3rd January, 2009 and provisions of Section 79(A) of Maharashtra Co-operative Societies Act, 1960, appointment of the Developers was finalized and the offer given by the Developers was accepted and the Society appointed MODIS NAVNIRMAN LTD, a Public Limited concern as the Developers for redevelopment of the said property in the Special General Body Meeting held on 24/04/2022 and copy of the said resolution is herein marked as "ANNEXURE D".
- L. SHREE MODIS NAVNIRMAN PVT LTD has been made a subsidiary of MODIS NAVNIRMAN LIMITED a Public Ltd concern incorporated on 04/03/2022. The company has informed the Society about the change on dated 01/10/2022. The developer has undertaken that there is no change in the ownership of the developer's company and

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that the ownership of the company remains with the present directors. Based on this undertaking given by Shree Modis Navnirman Pvt. Ltd. the Society has passed a resolution and approved the change in the status and name of the developer's company on dated 02/10/2022. "**ANNEXURE E**" is a copy of the Registration certificate of Modis Navnirman Ltd.

- M. All the members of the Society, The Om Shraddha Co-op. Housing Society Ltd. are entitled to use, occupy, and enjoy their respective units in the Old Building by virtue of being a member of The Om Shraddha Co-op. Housing Society Ltd.
- N. The Member(s) is/are the Member(s) and Shareholder of the Society, The Om Shraddha Co-op. Housing Society Ltd. and hold(s) 5 (Five) Fully Paid up Equity Shares of The Om Shraddha Co-op. Housing Society Ltd. of the Face Value of Rs 50/- (Rupees fifty only) each aggregating Rs 250/- (Rupees Two Hundred and fifty Only) and bearing distinctive Numbers from _____ to _____ (both inclusive) and represented by Share Certificate No. _____ issued by the Society, The Om Shraddha Co-op. Housing Society Ltd. (hereinafter referred to as "Share Certificate", copy whereof is annexed hereto and marked as "**ANNEXURE F**").
- O. The Developer has completed its commitment by agreeing to handover as finalized alternate accommodation to the members of the Society.
- P. The Developer has entered into a Redevelopment standard agreement with architects registered with the Council of Architects and the Developer have appointed a Structural Engineer for the preparation of the plans, structural designs and drawings of the building proposed to be constructed on the said Land. The Developer

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has accepted the professional supervision of the Architect and the Structural Engineer till the completion of the building.

- Q. Pursuant to the above, by and under a Redevelopment Agreement executed on dated 3rd January 2023 and registered on 28th February, 2023 at the Office of the Sub Registrar of Assurances at Borivali, under Registration No. BRL-7-1169-2023 and Serial No. 1169 / 2021 ("Development Agreement"), the Society granted Redevelopment Rights in respect of The Om Shraddha Co-op. Housing Society property more particularly described in the Schedule hereunder written ("Property") in the name and favor of the Developer, on the terms and conditions as contained therein.
- R. In pursuance of the Redevelopment Agreement, the Society, The Om Shraddha Co-op. Housing Society Ltd. has executed a Power of Attorney dated 21st March, 2023 and the same is registered with the Office of the Sub-Registrar of Assurances at Borivali - under Serial No. BRL7/4189/2023 on 21st March, 2023 in favor of M/s MODIS NAVNIRMAN LTD at Borivali -to undertake all the necessary acts, deeds, matters and things, inter alia, pertaining to the Redevelopment in the manner as stated therein.
- S. After the registration of the Development Agreement. The developer has, in the final plan, got approvals on 2477.53 sq. mtrs plot area due to certain unclaimed ratio benefits in plot layout which were uncovered in the due diligence and approval process for IOD. This area is over and above the tendered plot area of 2235.72 sq. mtrs and hence, as per the terms and conditions of the development agreement, is providing all existing members with additional benefits as described herein.
- T. That after the final plan approvals now it is agreed between the Society and the Developer that the developer will undertake the

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redevelopment of the "said plot" which is now admeasuring 2477.53 Sq. mtrs more particularly described in Schedule II hereunder.

U. Pursuant to the said changes, the Society and the Developer herein had entered into a Supplementary Development Agreement executed and registered with sub registrar of Assurances for Mumbai suburban district at Borivali tahsil vide registration no BRL-7/15741/2023 dated 12th October 2023.

V. The MCGM has issued the Intimation of Disapproval bearing No. P-14887/2023/ (258 A)/R/C Ward/BORIVALI-R/C/IOD/1/New Dated-27 September 2023, and Commencement Certificate No. P-14887/2023/ (258 A)/R/C Ward/BORIVALI-R/C/CC/1/New dated 18th December 2023 as amended from time to time in respect of the Said Building. (copy Intimation of Disapproval and Commencement Certificate whereof is annexed hereto and marked as "**ANNEXURE G**").

W. The Developer has prior to the commencement of construction of the Said Building and till date, allotted flats to the existing members of the said society in the Said Building on "ownership" basis to its members for the consideration and on terms and conditions agreed between them in the building and is now completely and solely authorized sell the residual units in the said Building in open market on the terms, conditions and consideration as deemed fit by the Developers.

X. The Said Project is registered with the Maharashtra Real Estate Regulatory Authority (Maha RERA), under the Real Estate (Regulation & Development) Act, 2016 and the rules made thereunder under Registration No. _____ is annexed hereto and marked "**ANNEXURE H**".

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Y. On demand from the ALLOTTE / PURCHASER, the Promoter / Developer has given inspection to the ALLOTTE / PURCHASER of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter / Developer's Architects Messrs. and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

Z. The Promoter / Developer has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AA. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter / Developer, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter / Developer to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as "ANNEXURE I and J", respectively.

BB. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as "ANNEXURE K".

CC. The authenticated copies of the plans of the Layout as proposed by the Promoter / Developer and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as "ANNEXURE L".

DD. The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the ALLOTTE / PURCHASER, as

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sanctioned and approved by the local authority have been annexed and marked as “**ANNEXURE M**”.

EE. The Promoter / Developer has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

FF. The ALLOTTE / PURCHASER has applied to the Promoter / Developer for allotment of an Apartment No._____ on _____ Floor in Wing _____ situated in the building No._____ being constructed of the said Project. the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the ALLOTTE / PURCHASER or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the ALLOTTE / PURCHASER, but includes the area covered by the internal partition walls of the apartment.

Commented [JM1]: Rephrase.

GG. 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;

HH. Prior to the execution of these presents the ALLOTTE / PURCHASER has paid to the Promoter / Developer a sum of Rs._____/ - (Rupees _____ Only) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter / Developer to the ALLOTTE / PURCHASER as advance payment or Application Fee (the payment and receipt whereof the Promoter / Developer both hereby admit and acknowledge) and the ALLOTTE /

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PURCHASER has agreed to pay to the Promoter / Developer the balance of the sale consideration in the manner hereinafter appearing.

II. Under section 13 of the Real Estate (Regulation & Redevelopment) Act, 2016, the Promoter / Developer is required to execute a written Agreement for sale of said Apartment with the ALLOTTE / PURCHASER, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter / Developer hereby agrees to sell and the ALLOTTE / PURCHASER hereby agrees to purchase the (Apartment) and the covered parking (if applicable).

JJ. The parties hereto are desirous of reducing into writing the terms and conditions agreed between them in this regard as under:

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BETWEEN THE PARTIES HERETO AS UNDER:

1. The Promoter / Developer 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. Provided that the Promoter / Developer shall have to obtain prior consent in writing of the ALLOTTE / PURCHASER in respect of variations or modifications which may adversely affect the Apartment of the ALLOTTE / PURCHASER except any alteration or addition required by any Government authorities or due to change in law.
2. The ALLOTTE / PURCHASER hereby agrees to purchase from the Promoter / Developer and the Promoter / Developer hereby agrees

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to sell to the ALLOTTE / PURCHASER Apartment No._____ of the type _____ of carpet area admeasuring _____ sq. meters on _____ floor in the building _____/wing (hereinafter referred to as "**the Apartment**") as shown in the Floor plan thereof hereto annexed and marked Annexures _____ for the consideration of Rs._____/ - _____ including Rs. _____ being the 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).

(i) The ALLOTTE / PURCHASER hereby agrees to purchase from the Promoter / Developer and the Promoter / Developer hereby agrees to sell to the ALLOTTE / PURCHASER garage bearing Nos _____ situated at _____ Basement and/or stilt and /or _____podium being constructed in the layout for the consideration of Rs. _____/-

(ii) The ALLOTTE / PURCHASER hereby agrees to purchase from the Promoter / Developer and the Promoter / Developer hereby agrees to sell to the ALLOTTE / PURCHASER 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 3 (a) The total aggregate consideration amount for the apartment Including Garages / covered parking spaces is thus Rs. _____/- as a lump sum consideration/purchase price for purchasing and acquiring the Said residual flats and the Said Shares (hereinafter referred to as the "Said Consideration"). The Purchaser/s shall deduct tax at source ("TDS") from the Purchase Price as may be required by the extant provisions of law, the Purchaser/s shall pay the tax deducted to the

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government and shall forth with deliver to the Developers the relevant TDS certificate relating to each payment as per the provisions of the Income Tax Act, 1961 ended up to date. The Purchaser/s shall be come entitled to credit for the TDS thus deducted only upon submission of the certificate thereof as set out hereinabove.

3 (b) The ALLOTTE / PURCHASER has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter / Developer the balance amount of Rs _____ Rupees _____) in the following manner :-

Schedule of Payment

(Schedule will Difference for Shop and Office)

Sr. No.	Particulars	Percentage
1	Vacating	15 %
2	Plinth	10 %
3	6th Slab	5 %
4	7th Slab	5 %
5	8th Slab	5 %
6	9th Slab	5 %
7	10th Slab	5 %
8	11th Slab	5 %
9	12th Slab	5 %
10	13th Slab	5 %
11	14th Slab	5 %
12	15th Slab	5 %
13	16th Slab	5%
14	17th Slab	5 %
15	18th Slab	5 %
16	On Possession	10 %
	TOTAL	100 %

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1. Balance Amount of Rs.... /- (.....) against and at the time of handing over of the possession of the Apartment to the ALLOTTE / PURCHASER on or after receipt of occupancy certificate or completion certificate.

3 (c) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter / Developer by way of Value Added Tax, GST 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 / Developer) up to the date of handing over the possession of the [Apartment/Plot].

3 (d) 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 / Developer undertakes and agrees that while raising a demand on the ALLOTTE / PURCHASER for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter / Developer 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 ALLOTTE / PURCHASER, which shall only be applicable on subsequent payments.

3 (e) The Promoter / Developer may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the ALLOTTE / PURCHASER 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 ALLOTTE / PURCHASER by the Promoter / Developer.

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3 (f) The Promoter / Developer shall confirm the final carpet area that has been allotted to the ALLOTTE / PURCHASER 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 / Developer. If there is any reduction in the carpet area within the defined limit then Promoter / Developer shall refund the excess money paid by ALLOTTE / PURCHASER within forty-five days with annual interest at the rates specified in the Rules, from the date when such an excess amount was paid by the ALLOTTE / PURCHASER. If there is any increase in the carpet area allotted to ALLOTTE / PURCHASER, the Promoter / Developer shall demand additional amount from the ALLOTTE / PURCHASER 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 3(a) of this Agreement.

3 (g) The ALLOTTE / PURCHASER authorizes the Promoter / Developer 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 / Developer may in its sole discretion deem fit and the ALLOTTE / PURCHASER undertakes not to object/demand/direct the Promoter / Developer to adjust his payments in any manner.

3.2 The Promoter / Developer 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 ALLOTTE / PURCHASER, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

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3.3 Time is essence for the Promoter / Developer as well as the ALLOTTE / PURCHASER. The Promoter / Developer shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the ALLOTTE / PURCHASER and the common areas to the association of the ALLOTTE / PURCHASERS after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the ALLOTTE / PURCHASER 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 construction by the Promoter / Developer as provided in clause 1 (b) herein above. ("Payment Plan").

4. The Promoter / Developer hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoter / Developer 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 / Developer has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and ALLOTTE / PURCHASER has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter / Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter / Developer only.

5. If the Promoter / Developer fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the ALLOTTE / PURCHASER, the Promoter / Developer agrees to pay

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to the ALLOTTE / PURCHASER, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the ALLOTTE / PURCHASER, for every month of delay, till the handing over of the possession. The ALLOTTE / PURCHASER agrees to pay to the Promoter / Developer, interest as specified in the Rule, on all the delayed payment which become due and payable by the ALLOTTE / PURCHASER to the Promoter / Developer under the terms of this Agreement from the date the said amount is payable by the ALLOTTE / PURCHASER(s) to the Promoter / Developer.

6. Without prejudice to the right of Promoter / Developer to charge interest in terms of sub clause 4above, on the ALLOTTE / PURCHASER committing default in payment on due date of any amount due and payable by the ALLOTTE / PURCHASER to the Promoter / Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings)and on the ALLOTTE / PURCHASER committing three defaults of payment of instalments, the Promoter / Developer shall at his own option, may terminate this Agreement: Provided that, Promoter / Developer shall give notice of fifteen days in writing to the ALLOTTE / PURCHASER, by Registered Post AD at the address provided by the ALLOTTE / PURCHASER and mail at the e-mail address provided by the ALLOTTE / PURCHASER, 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 ALLOTTE / PURCHASER fails to rectify the breach or breaches mentioned by the Promoter / Developer within the period of notice then at the end of such notice period, Promoter / Developer shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter / Developer shall refund to the ALLOTTE / PURCHASER (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter / Developer) within a period of thirty days of the

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termination, the instalments of sale consideration of the Apartment which may till then have been paid by the ALLOTTE / PURCHASER to the Promoter / Developer.

1. 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 / Developer in the said building and the Apartment as are set out in “**ANNEXURE N**”, annexed hereto.

2. The Promoter / Developer shall give possession of the Apartment to the ALLOTTE / PURCHASER on or before..... day of 20___. If the Promoter / Developer fails or neglects to give possession of the Apartment to the ALLOTTE / PURCHASER on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter / Developer shall be liable on demand to refund to the ALLOTTE / PURCHASER 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 / Developer received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter / Developer 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 / Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the ALLOTTE / PURCHASER as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the ALLOTTE / PURCHASER in terms of this

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Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter / Developer shall give possession of the [Apartment/Plot] to the ALLOTTE / PURCHASER. The Promoter / Developer agrees and undertakes to indemnify the ALLOTTE / PURCHASER in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter / Developer. The ALLOTTE / PURCHASER agree(s) to pay the maintenance charges as determined by the Promoter / Developer or association of ALLOTTE / PURCHASERS, as the case may be. The Promoter / Developer on its behalf shall offer the possession to the ALLOTTE / PURCHASER in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The ALLOTTE / PURCHASER shall take possession of the Apartment within 15 days of the written notice from the promotor to the ALLOTTE / PURCHASER intimating that the said Apartments are ready for use and occupancy.

7.3 Failure of ALLOTTE / PURCHASER to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter / Developer as per clause 8.1, the ALLOTTE / PURCHASER shall take possession of the [Apartment / Plot] from the Promoter / Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter / Developer shall give possession of the [Apartment / Plot] to the ALLOTTE / PURCHASER. In case the ALLOTTE / PURCHASER fails to take possession within the time provided in clause 9.1 such ALLOTTE / PURCHASER shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the ALLOTTE / PURCHASER, the ALLOTTE / PURCHASER brings to the notice of the Promoter / Developer any structural defect

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in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter / Developer at his own cost and in case it is not possible to rectify such defects, then the ALLOTTE / PURCHASER shall be entitled to receive from the Promoter / Developer, compensation for such defect in the manner as provided under the Act.

3. The ALLOTTE / PURCHASER 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 He shall use the garage or parking space only for purpose of keeping or parking vehicle.
4. The ALLOTTE / PURCHASER along with other ALLOTTE / PURCHASER(s) of Apartments in 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 / Developer 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 bye laws of the proposed Society and duly fill in, sign and return to the Promoter / Developer within seven days of the same being forwarded by the Promoter / Developer to the ALLOTTE / PURCHASER, so as to enable the Promoter / Developer to register the common organization of ALLOTTE / PURCHASER. No objection shall be taken by the ALLOTTE / PURCHASER if any, changes or modifications are made in the 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.

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9.1 The Promoter / Developer shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter / Developer and/or the owners in the said structure of the building or wing in which the said Apartment is situated.

9.2 The Promoter / Developer 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 / Developer and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter / Developer to the ALLOTTE / PURCHASER that the Apartment is ready for use and occupancy, the ALLOTTE / PURCHASER 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 Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the ALLOTTE / PURCHASER shall pay to the Promoter / Developer such proportionate share of outgoings as may be determined. The ALLOTTE / PURCHASER further agrees that till the ALLOTTE / PURCHASER's share is so determined the ALLOTTE / PURCHASER shall pay to the Promoter / Developer provisional monthly contribution of Rs. per month towards the outgoings.

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The amounts so paid by the ALLOTTE / PURCHASER to the Promoter / Developer shall not carry any interest and remain with the Promoter / Developer until a conveyance/assignment of lease of the structure of the building or wing is executed in favor 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 / Developer to the Society or the Limited Company, as the case may be.

5. The ALLOTTE / PURCHASER shall on or before delivery of possession of the said premises keep deposited with the Promoter / Developer, 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 services connection charges &.
 - (vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout.
6. The ALLOTTE / PURCHASER shall pay to the Promoter / Developer a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter / Developer in connection with formation of the said Society, or Limited Company, or Apex Body or

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Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

7. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the ALLOTTE / PURCHASER shall pay to the Promoter / Developer, the ALLOTTE / Purchasers' share of stamp duty and registration charges payable, by the said 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 ALLOTTE / PURCHASER shall pay to the Promoter / Developer, the ALLOTTE / Purchasers' 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 favor of the Apex Body or Federation.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER / DEVELOPER.

The Promoter / Developer hereby represents and warrants to the ALLOTTE / PURCHASER as follows:

- i. The Promoter / Developer has clear and 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 / Developer 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

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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 / Developer 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 / Developer 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 ALLOTTE / PURCHASER created herein, may prejudicially be affected;

vii. The Promoter / Developer 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 ALLOTTE / PURCHASER under this Agreement;

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- viii. The Promoter / Developer confirms that the Promoter / Developer is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the ALLOTTE / PURCHASER in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of ALLOTTE / PURCHASERs the Promoter / Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the ALLOTTE / PURCHASERs;
- x. The Promoter / Developer 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 / Developer in respect of the project land and/or the Project except those disclosed in the title report.

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

- i. To maintain the Apartment at the ALLOTTE / PURCHASER'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

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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 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 on the Apartment on account of negligence or default of the ALLOTTE / PURCHASER in this behalf, the ALLOTTE / PURCHASER shall be liable for the consequences of the breach.

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 / Developer to the ALLOTTE / PURCHASER 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 ALLOTTE / PURCHASER committing any act in contravention of the above provision, the ALLOTTE / PURCHASER 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

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thereof, nor any alteration in the elevation and outside color 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 / Developer 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 / Developer within fifteen days of demand by the Promoter / Developer, 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 ALLOTTE /

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PURCHASER for any purposes other than for purpose for which it is sold.

ix. The ALLOTTE / PURCHASER 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 ALLOTTE / PURCHASER to the Promoter / Developer under this Agreement are fully paid up.

x. The ALLOTTE / PURCHASER 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 ALLOTTE / PURCHASER 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 favor of Society/Limited Society, the ALLOTTE / PURCHASER shall permit the Promoter / Developer 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 favor of Apex Body or

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Federation, the ALLOTTE / PURCHASER shall permit the Promoter / Developer 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.

10. The Promoter / Developer shall maintain a separate account in respect of sums received by the Promoter / Developer from the ALLOTTE / PURCHASER 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.

11. 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 ALLOTTE / PURCHASER shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter / Developer 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.

12. **PROMOTER / DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter / Developer 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

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ALLOTTE / PURCHASER who has taken or agreed to take such [Apartment/plot].

13. It is agreed by and between the parties hereto that the name of building to be constructed shall always remain as "RASHMI SQUARE" and will not be altered by the ALLOTTE / PURCHASER, society and / or its members.

14. **BINDING EFFECT**

Forwarding this Agreement to the ALLOTTE / PURCHASER by the Promoter / Developer does not create a binding obligation on the part of the Promoter / Developer or the ALLOTTE / PURCHASER until, firstly, the ALLOTTE / PURCHASER 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 ALLOTTE / PURCHASER and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter / Developer. If the ALLOTTE / PURCHASER(s) fails to execute and deliver to the Promoter / Developer this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTE / PURCHASER and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter / Developer, then the Promoter / Developer shall serve a notice to the ALLOTTE / PURCHASER for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the ALLOTTE / PURCHASER, application of the ALLOTTE / PURCHASER shall be treated as cancelled and all sums deposited by the ALLOTTE / PURCHASER in connection therewith including the booking amount shall be returned to the ALLOTTE / PURCHASER without any interest or compensation whatsoever.

15. **ENTIRE AGREEMENT.**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject

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matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

16. RIGHT TO AMEND

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

17. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTE / PURCHASER / SUBSEQUENT ALLOTTE / PURCHASERS: -

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 ALLOTTE / PURCHASERS of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

18. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

19. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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Wherever in this Agreement it is stipulated that the ALLOTTE / PURCHASER has to make any payment, in common with other ALLOTTE / PURCHASER(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.

20. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

21. DEFINITIONS & INTERPRETATION:

Wherever the following terms are used in this Agreement, the same shall have the meanings respectively assigned to them below.

“Agreement” means this Agreement and includes all recitals and schedules herein and all annexures hereto, and also includes any modification hereof reduced to writing and executed by the duly authorized representative/s of the Developer and by the Purchaser(s); which writing shall be expressed to be supplemental to, or as a modification or amendment of, this Agreement.

“Applicable Law” includes all laws [including MOFA], rules, regulations, development control rules and regulations including the orders, judgments, decrees, ordinances, guidelines, notices, notifications, schemes, government resolutions (GRs) and directions, the approvals, and the terms and conditions thereof, as may be issued, or imposed, or required, or mandated, in any manner by any concerned authority, or courts of law, or judicial or quasi-judicial

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bodies or authorities, and as are, or may be, in force from time to time, and/or applicable to the Said Complex and/or Said Land, or any part/s thereof; all being of the Republic of India.

“Aggregate Payments” shall mean the Said Consideration, the interest payable by the Purchaser(s) to the Developer under this Agreement, the Liquidated Damages (as defined in Clause 22 of this Agreement), the Other Reimbursements/Amounts Payable On Termination (as defined in Clause 22 of this Agreement), the Taxes (as defined in Clause 22 of this Agreement) together with all other amounts, charges, deposits, damages, liabilities, contributions including fund contributions and corpus, etc., as referred to herein, and agreed to be paid and/or required to be paid by the Purchaser(s) in relation to, and/or in pursuance of this Agreement.

“Confidential Information” shall include all information imparted by the Developer to the Purchaser(s), and obtained by the Purchaser(s) under, and/or in connection with this Agreement on, before, or after, the date of execution of this Agreement, relating to the Said Land and/or the Said Complex and/or current or projected plans or affairs of the Developer including: (i) this Agreement and the terms hereof, (ii) all documents, records, writings, plans and approvals of the Said Complex or any part thereof, the Said Informative Materials, etc., product information and unpublished information related thereto, and any other commercial, financial or technical information relating to the Said Land (including the land under development for the Said Building), and/or the Said Complex (including the Said Building) or any part/s thereof, and (iii) the existence of any discussions, or negotiations, any proposal of business terms, and any due diligence materials, and other transaction documents, in each case to the extent relating to the transaction contemplated under this Agreement.

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“**Days**” means a working day, in the State of Maharashtra, as notified by the State Government of Maharashtra from time to time.

“**Date of Offer of Possession**” means the date of the written communication to be addressed by the Developer to the Purchaser(s), under which the Developer shall offer possession of the Said Flat in terms of Clause (__) of this Agreement; which is currently estimated by the Promoter, to be __th May 202_ & __ days after the realization of Full Payment, subject to Force Majeure (as defined in Clause ___ of this Agreement) and other conditions as mentioned in.

“**Event of Default**” includes the occurrence of all or any of the following events: the Purchaser(s) delaying, or committing default in making, and/or failing, refusing, or neglecting, to make payment of the Said Consideration and any other amounts, charges, deposits etc. whatsoever payable under this Agreement, and every part thereof is made and completed, or any part/s thereof on or before respective due dates; and/or the Purchaser(s) committing any breach or default of, or not being in observance, performance, or compliance with any of the terms, conditions, covenants, undertakings, representations and/or warranties contained in this Agreement, and/or as given by him/her/them/it under this Agreement, and/or of any approvals and/or Applicable Law (as defined in Clause 22 of this Agreement), etc.; and/or

the Purchaser(s) has/have been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be; and/or

the Purchaser(s) receiving any notice from any concerned authorities, and/or any foreign state or government, and/or any authorities of any foreign state or government authorities, under any laws, rules, or

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regulations, and/or the Purchaser(s) involvement in any money laundering and/or illegal activity/ies, and/or the Purchaser(s) being declared to be proclaimed offender/s and/or a warrant being issued against him/her/them/it under any laws, rules, or regulations; and/or

the Purchaser(s) failing, neglecting, or refusing, to attend at the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, for registration of this Agreement and/or admitting execution hereof, within the time frame stipulated by the Developer.

“Force Majeure” includes any: war, civil commotion or act of God, or any notice, order, rule, notification of the Government and/or other public or competent authority/court.

“Taxes” shall mean all present, future, and enhanced taxes, imposts, dues, duties, impositions, fines, penalties, etc., by whatever name called, imposed/levied under any Applicable Law, and/or by concerned authorities, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or the Said Flat, and/or the Said Parking Space/s, and/or this Agreement, and/or upon the Said Consideration, the interest payable by the Purchaser(s) to the Developer under this Agreement, the Liquidated Damages (as defined in Clause 22 of this Agreement), Other Reimbursements/Amounts Payable On Termination (as defined in Clause 22 of this Agreement), together with all other amounts, charges, deposits, damages, liabilities, contributions including fund contributions and corpus, etc., as referred to herein, and agreed to be paid and/or required to be paid by the Purchaser(s) in relation to, and/or in pursuance of this Agreement, and/or in respect of the documents and writings to be executed in their favor, as contemplated herein, and/or otherwise; and includes service tax,

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Goods And Services Tax (GST), education tax/cess/charges, value added tax (VAT), local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, imposts, interest, impositions, levies, or charges, in relation thereto, that is/are imposed or levied by any concerned authority.

“Informative Materials” shall mean all advertisements, publicity, or promotions, of whatsoever nature in respect of the Said Complex, including the buildings therein, in any media, including print, and/or electronic, and/or digital media, and includes writings, brochures, leaflets, pamphlets, handouts, presentations, advertisements, oral or written representations, made and/or published, and/or generated by, or on behalf of, the Developer, and any other such information or materials as may be made, or published by, or on behalf of the Developer; and includes publicity reports;

“Indemnified Parties” shall mean the Developer and their respective directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them, and their respective successors and assigns.

“Intellectual Property” means the word mark “Modi” and any combination of words in which such name and word mark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks, slogan, design, brand, service mark, service names, trade name, trade dress, patents, circuit layouts, business and domain names, copyrights, other distinctive feature or any combination of the aforesaid, whether registered or unregistered, and used in connection with the businesses and activities of the Developer and/or in respect of the Said Land and/or the developments undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto), and product configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods,

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techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such right.

“Liquidated Damages” means the pre-estimated liquidated damages payable by the Purchaser(s) to the Developer, which shall be equivalent to ten per-cent of the Said Consideration, which the Parties have considered, and mutually agreed, to be reasonable, and not as a penalty.

“Other Reimbursements/Amounts Payable on Termination” means the amounts payable by the Purchaser(s) to the Developer, on the termination of this Agreement, which comprise of:

interest on delayed payments, if any; together with the brokerage/commission paid to estate agent/s in relation to the allotment of the Said Flat; together with, all costs, charges and expenses incurred by the Developer for provision / installation in the Said Flat of any extra or premium fixtures, fittings, etc., in place of or in addition to the standard fixtures, fittings, etc. to be provided therein, as may have been required by the Purchaser(s); together with, all costs, charges and expenses incurred by the Developer for the white good/s, commodity/ies, gift/s, service/s or facility/ies, if provided free of cost, or at a concessional rate/price, as and by way of promotional activity or otherwise, to the Purchaser(s); together with, Taxes paid / payable; and together with, all charges/fees (by whatsoever name called), if any paid / required to be paid by the Developer to banks or financial institutions or any other financiers, including any charges

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that may be paid / incurred / required to be paid by the Developer under subvention scheme and/or any other scheme.

In this Agreement: unless the subject or context otherwise requires, reference to the word "include", "includes" or "including" shall be construed as without limitation; reference to the terms "herein", "hereto", "hereof", or "thereof", and any other similar terms refer to this Agreement and not to the particular provision in which the term is used, unless the subject or context otherwise requires; bold typeface, headings and titles are used for convenience of reference only and shall not affect the construction of this Agreement, and/or limit, extend, or define any of the terms, conditions and provisions hereof; wherever the Purchaser(s) has/have confirmed, and/or accepted, and/or acknowledged, and/or agreed to, and/or given any undertaking in respect of, any act, deed, matter, thing, item, action, or term or provision of this Agreement, the same means, and shall be deemed to mean, the and unconditional confirmation, acceptance, acknowledgement, agreement, undertaking, declaration, representation and warranty on the part of the Purchaser(s), in respect of, and/or in relation, to such act, deed, matter, thing, item, action, or provision; wherever reference is made to the "discretion of the Developer", or "Developer's discretion", and any grammatical variations thereof, the same means, and shall be deemed to mean, the sole, absolute and unfettered discretion of the Developer, which binds the Purchaser(s) and all other concerned persons, and which shall not be called into question, and/or challenged, and/or disputed in any manner, on any grounds whatsoever, by the Purchaser(s) and all concerned persons; wherever reference is made to the "entitlement" of the Developer, and/or the Developer being "entitled", and any grammatical variations thereof, the same means, and shall be deemed to mean, the full complete, absolute, exclusive and unfettered entitlement and liberty of the Developer in its sole discretion, over, and/or in relation, to the act, deed, matter, or thing

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in question; time is of the essence in respect of the performance by the Purchaser(s) of all his/her/their/its obligations, including financial obligations. If any time period specified herein is extended in writing by the Developer in its discretion, such extended time period shall also be of the essence; the entire Said Consideration and all other amounts, charges, deposits etc. whatsoever payable under this Agreement, and every part thereof shall be paid by the Purchaser(s) on or before the due dates for payment thereof, and/or as demanded by the Developer, without any delay, demur, default, dispute, or deduction, whatsoever; references to recitals, clauses, schedules and annexures shall be reference to the recitals, clauses, schedules and annexures contained in, or annexed to, this Agreement, as the case may be; references to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations as they may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision;

(a) No rights, liabilities or obligations under this Agreement shall be assigned by the Purchaser(s) without the prior written consent of the Promoter;

(b) The Developer shall always be entitled, in its discretion, to assign this Agreement, and/or all, or any of, its rights and obligations under this Agreement, to any entity in pursuance of an amalgamation, merger, demerger, or other corporate restructuring of the Developer.

22. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter / Developer through its authorized signatory at the Promoter / Developer's Office, or at some other

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place, which may be mutually agreed between the Promoter / Developer and the ALLOTTE / PURCHASER, in after the Agreement is duly executed by the ALLOTTE / PURCHASER and the Promoter / Developer 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

Name of ALLOTTE / PURCHASER
(ALLOTTE / PURCHASER's Address)
Notified Email ID: _____

M/s Promoter / Developer name
(Promoter / Developer Address)
Notified Email ID: _____

It shall be the duty of the ALLOTTE / PURCHASER and the Promoter / Developer 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 / Developer or the ALLOTTE / PURCHASER, as the case may be.

23. The provisions of the Maharashtra Ownership Flats Act, 1963 read with Real Estate (Regulation and Development) Act 2016, shall to the extent applicable apply to this Agreement as if the PROMOTER / DEVELOPER is the "Promoter / Developer" as defined under the said Act, and PROMOTER / DEVELOPER undertakes to get the project registered under the provisions of the Real Estate (Regulation and Development) Act 2016 upon procuring the Commencement Certificate.

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24. The ALLOTTE / PURCHASER and/or Promoter / Developer 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 / Developer will attend such office and admit execution thereof. That all notices to be served on the ALLOTTE / PURCHASER and the Promoter / Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTE / PURCHASER or the Promoter / Developer by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the said Property)

Schedule of the property herein above referred for redevelopment ALL THAT piece or parcel of land with building standing thereon having area admeasuring 2235.72 square meters bearing survey no 38, Hissa no 1 (pn) corresponding to C.T.S. No. 258/A together with the proportionate undivided share in R.G. and benefits of Road set back as per approved plan situated at CTS no 258-A, Jayraj Nagar, Off New Link Road, Borivali (W), Mumbai-400091 in the Revenue village Borivali, Taluka Borivali in Mumbai Suburban District along with the said building standing thereon known as OM SHRADDHA CHS LTD which thereabout in 'R' Ward of the Municipal Corporation of Greater Mumbai situated and lying at CTS NO 258 A, Jayraj Nagar, Borivali (West), Mumbai - 400091 as bounded as follows that is to say :-

On or towards the North - By Sodawala lane Extension

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On or towards the South - By Yoganand Society

On or towards the East - By Jay Kamakshi Society

On or towards the West - By Linking Road

THE SCHEDULE II OF THE PROPERTY ABOVE REFERRED TO

ALL THAT piece or parcel of land or ground along with the building and other structures standing thereon having area admeasuring 2477.53 square meters bearing survey no.38, Hissa No. 1 (pt) corresponding to CTS no 258/A together with the propionate share in R.G. and benefit of Road Set back as per approved plan situated at CTS no 258-A, Jayraj Nagar, Off New Link Road, Borivali (West), Mumbai 400 091 in the revenue village Borivali, Taluka Borivali in Mumbai Suburb District along with the building standing thereon known as OM SHRADHA CHSL which thereout in 'R' ward of municipal corporation of greater Mumbai situated at CTS No 258/A, Jayraj Nagar, Off New Link Road, Borivali (West), Mumbai 400 091.

On or towards the North - Sodawala Lane Extn

On or towards the South - Yoganand Society

On or towards the East - Jay Kamakshi Society

On or towards the West - CTS No. 262

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THE SCHEDULE III OF THE PROPERTY ABOVE REFERRED

ALL THAT self-contained residential Flat bearing Flat No. _____
admeasuring _____ sq. ft. (MOFA carpet) area equivalent to _____
square feet RERA carpet area on _____ floor in the newly constructed
building (to be) known as “**RASHMI SQUARE**” of “OM SHRADDHAN Co-
operative Housing Society Ltd.” on what is popularly known as
“ownership basis” and in terms of the plans as sanctioned under IOD
No. _____ dated _____.

IN WITNESS WHEREOF the parties hereto have hereunto set and
subscribed their respective hands and seal the day and year first
hereinabove written.

SIGNED AND DELIVERED BY THE WITHIN NAMED
ALLOTTEE / PURCHASER: (including joint buyers)

(1)

(2)

At on _____

in the presence of WITNESSES:

1. Name _____

Signature _____

2. Name _____

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

1st Applicant

2nd Applicant

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Promoter / Developer:
MODI'S NAVNIRMAN LTD,
through its Director
(1) Mr. Mahek Dinesh Modi
Name
Signature _____

Note – Execution clauses to be finalized in individual cases having regard to the constitution of the parties to the Agreement.

RECEIPT

RECEIVED on or before the execution of these presents of and from the within named Purchaser the sum of Rs. _____/- (Rupees _____Only/-) in the following manner, being earnest Money/part consideration within mentioned agreed to be paid by him/her/it/them to us.

WE SAY RECEIVED
FOR MODI'S NAVNIRMAN LTD.

DIRECTOR / AUTHORIZED SIGNATORY
Witnesses:

- 1.
- 2.

1st Applicant

2nd Applicant

Authorized Signatory