

**AGREEMENT FOR SALE**

This **AGREEMENT FOR SALE** made at Mumbai on this \_\_\_\_ day of April, 2025;

**BETWEEN**

**MODIS NAVNIRMAN LTD**, A public Limited Company having CIN No.U45203MH2022PLC377939 represented through its Directors **Mr. Mahek Modi**, having its **PAN AAPCM5259D**, having their registered flat address at Flat No.1, Ground Floor, Rashmi Heights, Mallinath CHSL, Opp Kamla Nagar, M. G. Road, Kandivali (West), Mumbai – 400 067 hereinafter referred to as “**the PROMOTER / DEVELOPER**” (which expression shall deem to include his successors, legal heirs and representatives, executors, administrators, and assignees) of the **FIRST PART**;

**AND**

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1. Mr/Mrs \_\_\_\_\_ (PAN : \_\_\_\_\_) adult  
Indian Inhabitant having address \_\_\_\_\_ at  
hereinafter referred to as **“THE PURCHASER/S /  
ALLOTTEE/S”** (which expression shall unless it be repugnant  
to the context or meaning thereof be deemed to mean and  
include its partners, or partners of the time being and from time  
to time constituting the said firm, the survivor or survivors of  
them and the heirs, executors, administrators and assigns of the  
last surviving partner) of the **SECOND PART**;

The Vendor and the Purchaser shall hereinafter collectively referred to  
as the **“Parties”** and individually as a **“Party”**.

**WHEREAS:**

- A. The Developers became entitled to develop the said Property in  
the following manner:-
- (a) The Society is the sole and absolute owner of all that  
piece or parcel of land with building standing thereon  
area admeasuring 2235.72 square meters bearing Survey  
No.38, Hissa No.1 (pt.) corresponding to C.T.S.

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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 lying, being and situated at Jayraj Nagar, Off New Link Road, Borivali (W), Mumbai – 400 091 in the Revenue village Borivali, Taluka Borivali (hereinafter referred to as “**the said land**”) in Mumbai Suburban District as described under the schedule along with the said building standing thereon known as OM SHRADDHA CHS LTD and hereinafter for brevity's sake collectively (the said land and the said existing building) referred to as “**the said property**”.

- (b) The Society has entered into a Development Agreement dated 3<sup>rd</sup> January, 2023 duly registered bearing serial No.BRL-7-1169-2023 thereby granting the development rights in respect of the said property to the Promoter on the terms and conditions as more particularly stated therein;

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- (c) In view of the aforesaid, the Promoters became entitled to develop the said Property and implementing a re-development scheme on the said Property as per plans/specifications duly sanctioned/approved by the Competent Authority (“**said Project**”)
- (d) The Developer while seeking approvals on the plot area have received certain benefits for an area admeasuring 2477.53 sq. mtrs due to certain unclaimed benefits in the larger layout which were discovered in the due diligence and approval process at the stage of IOD. The area been over and above the tendered plot area of 2235.72 sq. mtrs hence the Developer and the society entered into a Supplementary Development Agreement dated 12<sup>th</sup> October, 2023 duly registered bearing serial No.BRL-7-15741-2023 modifying the terms and conditions more specifically mentioned therein.
- (e) The Planning Authority i.e. M.C.G.M. have duly issued the Intimation of Disapproval (I.O.D.) bearing No. P-

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14887 / 2023/ (258A) / R/C Ward / BORIVALI-R/C / IOD / 1 / New dated 27<sup>th</sup> September 2023, and Commencement Certificate No. P-14887 / 2023 / (258A) / R/C Ward / BORIVALI R/C / CC / 1 / New dated 18<sup>th</sup> December 2023 in respect of the proposed new building of 2 wings i.e. A and B Wing on the said land comprising of multi-storied building consisting of Part Ground Commercial & Parking Floor plus Part First Commercial & Parking Floor plus Three levels of Parking Podium plus Amenities Floor plus 17 upper Residential Floors (hereinafter collectively referred to as **“the said Complex Building(s)”**) with limited common areas and amenities in respect of the new proposed Building (hereinafter referred to as the **“Said Limited Common Areas and Amenities”**) and together with the common areas, amenities and facilities which are intended for the common use of, inter alia, of the Allottee (s) / Purchaser(s) and occupants from time to time in the proposed new Building (hereinafter referred to as the **“Said Common Areas and Amenities”**) to be named as

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“**RASHMI SQUARE**” (hereinafter referred to as “**said New Building**”) as per the plans and specifications duly sanctioned /approved by MCGM;

- (f) The said Plot and said New Building shall unless referred to independently be hereinafter collectively referred to as “**said complex property**” and is more particularly described in the First Schedule hereunder written;
- (g) The title of the Developers in respect of the said complex Property is certified by Pravin S. Tembhekar as per Title Certificate dated 22<sup>nd</sup> May, 2023.
- (h) The Purchaser/s has/have seen the said Complex Property prior to the execution of this Agreement. The Purchaser/s has demanded from the Developers and the Developers have given inspection to the Purchaser/s of all the documents of title relating to the said Property including copy of title certificate, Property Register Card, Relevant Orders, Approved Plans, IOD, CC, designs and specifications prepared by the Developers Architects and

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all other documents as specified under The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the said Act**”) being the re-enacted statute after repeal of the Maharashtra Ownership of Flats (Regulations of the Developers of construction, sale, management and Transfer) Act, 1963 (MOFA) and rules made there under;

- (i) The Developers have informed to the Purchaser/s and the Purchaser/s is aware that the Developers have commenced the construction of the said New Complex Building and shall complete the construction of the said New Complex Building as per the sanctioned plans, with such modifications amendments as the Developers may from time to time determine and as may be approved/sanctioned by the concerned Planning authorities without taking any further permission/consent of the Purchaser/s/ Allottee/s;

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- (j) The Developers may enter into such Agreements with other persons and/or parties in respect of the units/commercials/flat/s and/or allotting car parking space/s etc. in the said New Building forming part of the Developers’ Entitlement/Allocation as the Developers may desire;
- (k) The Developers have registered the Project of the redevelopment of the Society’s Property under the provisions of the said Act with the Maharashtra Real Estate Regulatory Authority at Mumbai bearing **Maharera No. P51800054722 dated 06.02.2024 (said RERA Project)**;
- (l) The Developers have got the approvals as on date from the concerned local Planning authority(s) for commencement of the construction and shall obtain the remaining approvals from various authorities from time to time, so as to obtain or Occupancy Certificate (**OC**) /

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Building Completion Certificate (**BCC**), in respect of the said New Building from the Competent Authority;

- (m) While sanctioning the said plans, the concerned Planning authority and/or Government has laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Developers while developing the said Project and upon due observance and performance of which only the BCC or OC in respect of the said New Building shall be granted by the concerned Planning authority;
- (n) The Developers have entered into or may enter into such Agreement with other persons and/or parties for sale/grant of license/tenancy/lease or on such other basis, in respect of balance units and for allotment of car parking space/s, for such use as may be permitted by the Competent Authority as they may in their absolute discretion deems fit and proper;

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- (o) The photocopies of the following documents are annexed hereto as annexure asset out hereinafter:
- i. Society Registration Certificate as **Annexure “A”**;
  - ii. Property Card and CTS plan in respect of said Property , as **Annexure “B”**;
  - iii. Resolution for Appointment of Developer as **Annexure “C”**
  - iv. Society Resolution for approval of Change in Status and Name of the Developer as **Annexure “D”**
  - v. Intimation of Disapproval bearing No.P-14887/2023/(258-A)/R/C-Ward/BORIVALI-R/C/IOD/1/New dated 27<sup>th</sup> September 2023 as **Annexure “E”**;
  - vi. Certificate bearing No. Maharera No. **P51800054722** dated 06.02.2024 issued by Maharashtra Real Estate Regulatory Authority, as **Annexure “F”**;
  - vii. Title Certificate as **Annexure “G”**;
  - viii. Typical floor plans and specifications approved by the local authority in respect of the said Unit, as **Annexure- “H”**;
  - ix. Property Tax Assessment Bill as **Annexure- “I”**;
  - x. Index-II of the Development Agreement as **Annexure “J”**;
  - xi. Index II of the Supplementary Agreement as **Annexure “K”**;
  - xii. Commencement Certificate bearing No. P-14887/2023/(258-A)/R/C-Ward/BORIVALI- R/C/CC/1/New dated 18<sup>th</sup> December 2023 as **Annexure “L”**;
  - xiii. Floor Plans and Specifications approved by the Purchaser as **Annexure – “M”**

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- B. 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 read with the said Development Agreement and the Supplementary Agreement and all applicable laws, are now willing to enter this Agreement on the terms and conditions appearing hereinafter;
- C. As per section 13 of the Real Estate (Regulation & Redevelopment) Act, 2016 i.e. RERA, the Developers are required to execute a written Agreement for Sale of the Unit in the said New Building, being these presents and also to register the same under the Registration Act, 1908.
- D. 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 Allottee / Purchaser hereby agrees to purchase the (Flat).

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

**1. THE RECITALS FORM PART OF THE AGREEMENT: -**

The parties hereby agree and confirm that all the recitals of this Agreement shall form an integral part of the operative portion of this Agreement as if the same is set out and incorporated herein verbatim and shall be read accordingly.

**2. DESCRIPTION OF THE PROJECT: -**

2.1 The Developers have demolished the said structures and have commenced construction of new residential building consisting of Part Ground Commercial & Parking Floor plus Part First Commercial & Parking Floor plus Three levels of Parking Podium plus Amenities Floor plus 17 upper Residential Floors to be named as “**RASHMI SQUARE**” (hereinafter referred

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to as “**the said New Building**”) to be constructed on the said Property.

2.2 The Developers have commenced the construction of the said New Building as per the Building plans sanctioned by the Competent Authority which have been seen and approved by the Purchaser/s /Allottee/s with only such modifications as the Developers may consider necessary or as may be required by the concerned Planning or Government Authorities without taking permission/consent from the Purchaser/s/Allottee/s **PROVIDED HOWEVER** the Developers shall have to obtain prior consent in writing of the Purchaser/s/ Allottee/s in respect of variations or modifications which may adversely affect the said unit of the Purchaser/s/Allottee/s except any alteration or addition required/necessitated by any Government authorities or due to change in the law.

3. **AGREEMENT: -**

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3.1 The Developers have agreed to sell on an “ownership basis” and the Purchaser has agreed, to purchase and acquire from the Developers on an “ownership basis”, the **Flat No. \_\_\_\_\_ on the \_\_ floor** admeasuring \_\_\_\_\_ sq. m. \_\_\_\_\_. feet RERA carpet area, of the said New Building being constructed on the said Property (hereinafter referred to as the “**said flat**”). The Purchaser have agreed, to purchase and acquire the said flat for the **total consideration of Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ only) [subject TDS at the applicable rate being deducted in favour of and to the account of the Confirming Party]** (hereinafter referred to as “**the said Total Consideration**”) [which includes the proportionate price of the common areas and facilities appurtenant to the said Unit] to be paid by the Purchaser/s /Allottee/s to the Developer.

3.2 Prior to the execution of these presents the Allottee / Purchaser has paid to the Promoter / Developer a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)**

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**Only**) being part payment of the sale consideration of the said flat agreed to be sold by the Promoter/Developer to the Allottee/Purchaser as advance payment (the payment and receipt whereof the Promoter / Developer both hereby admit and acknowledge) and the Allottee / Purchaser has agreed to pay to the Promoter / Developer the balance of the sale consideration in the manner hereinafter appearing.

3.3 The Balance consideration of **Rs. \_\_\_\_\_/-**  
**(Rupees \_\_\_\_\_ Only) NET OFF TDS @1%,**  
along with charges and taxes mentioned below shall be paid by the Purchaser(s) to the Developer in the manner as mentioned in the “Payment Plan” as appearing hereunder.

| Sr. No. | Particulars                | Per % |
|---------|----------------------------|-------|
| 1       | On Booking of Flat         | 15 %  |
| 2       | On Completion Plinth Level | 10 %  |
| 3       | On Completion Of 1st Slab  | 5 %   |
| 4       | On Completion Of 2nd Slab  | 5 %   |
| 5       | On completion of 3rd Slab  | 5 %   |
| 6       | On completion of 4th Slab  | 5 %   |

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|    |                            |              |
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| 7  | On completion of 5th Slab  | 5 %          |
| 8  | On completion of 6th Slab  | 5 %          |
| 9  | On completion of 8th Slab  | 5 %          |
| 10 | On completion of 10th Slab | 5 %          |
| 11 | On completion of 12th Slab | 5 %          |
| 12 | On completion of 14th Slab | 5 %          |
| 13 | On completion of 16th Slab | 5 %          |
| 14 | On completion of 18th Slab | 5 %          |
| 15 | On completion of 20th Slab | 5 %          |
| 16 | On completion of 22nd Slab | 5 %          |
| 17 | At the Time of Possession  | 5 %          |
|    | <b>TOTAL CONSIDERATION</b> | <b>100 %</b> |

3.4 The Total consideration mentioned above excludes the 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 and charges mentioned in paragraph 9 and 10 which shall/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 Flat.

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3.5 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, Planning Bodies / Government from time to time. The Promoter/ Developer undertakes and agrees that while raising a demand on the Allottee/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 Allottee/Purchaser, which shall only be applicable on subsequent payments.

3.6 For the purpose of this Agreement, the carpet area of the said flat is as defined under the Real Estate (Regulation and Development) Act, 2016 (**RERA**).

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3.7 The Developers have agreed to permit the Purchaser/s/Allottee/s to use \_\_\_\_ ( ) car parking space in the said complex (hereinafter referred to as “**the said Car Parking Space/s**”) as a permanent amenity annexed and appurtenant to the said flat.

3.8 The said flat and the said Car Parking Space/s are more particularly described under the Second Schedule.

3.9 Earmarking of specific surface car parking space/s will be done at the time of offering possession of the said flat and the Purchaser/s/Allottee/s shall not have any objection to the same. Each allotted car parking space/s will entitle the Purchaser/s/Allottee/s to park only one vehicle. The Developers shall cause the said Society to confirm the car parking space/s allotted to Purchaser/s/Allottee/s at the time of admitting such Purchaser/s as member/s of the said Society. In case of transfer of the said flat, the right to use car parking space/s shall be automatically transferred along with the said flat. The right to use car

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parking space/s under no circumstances is separately transferable.

3.10 This right to use car parking space/s shall not confer upon the Purchaser/s any right of ownership of the space/s on which such parking facility is provided. Un-earmarked car parking space/s, if any, shall continue to belong and remain in possession of the Developers. It shall be the discretion of the Developers to all of such un-earmarked car parking spaces, at their sole discretion.

3.11 The Purchaser/s agree/s that car parking space/s would be used exclusively for the parking of light motorized vehicles and would not be used as storage or put to any other use under any circumstances, including housing pets, cattle, animals, furniture, or goods, etc. The car parking right shall be an integral part of the said flat and it cannot be detached from the said flat.

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3.12 All provisions in respect of the carparks shall apply as it is to all future transfer/s by the Purchaser/s and their successor/s-in-title of the said flat. The Purchaser/s/ Allottee/s agree/s that all such reserved allotted car parking spaces shall not form part of the common areas of the said New Building.

3.13 It is expressly agreed that the Purchaser/s shall be entitled to the restricted common areas and facilities along with the said flat. The nature, extent, and description of such restricted common areas and facilities and percentage of undivided interest which the Purchaser/s will enjoy in the restricted common areas and facilities appurtenant to the said flat is set out in the Fourth Schedule hereunder written.

3.14 It is expressly agreed that the Purchaser/s/Allottee/s shall be entitled to the common areas and facilities along with the said flat. The nature, extent, and description of such common areas and facilities and percentage of undivided

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interest which the Purchaser/s/ will enjoy in the common areas and facilities appurtenant to the said flat is set out in the Fifth Schedule hereunder written. Save and except the common areas mentioned in the Fifth Schedule the Developers will be entitled to declare other areas as common areas at their own discretion.

3.15 The Developers shall confirm the final carpet area of the said flat after the construction of the said New 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 2% percent.

3.16 Time is the essence of the contract, for the Developers as well as the Purchaser/s. The Developers shall abide by the time schedule for completing the said Project and offering possession of the said flat to the Purchaser/s after receiving the Occupancy Certificate from the Competent Authority.

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3.17 The Developers shall provide the amenities and specifications in the said New Building and in the said flat

3.18 The Purchasers shall deposit the amount deducted by way of TDS and deposit the same to the account of the Developer within the time frame as mentioned under Income Tax Act 1961 and rules framed thereunder

**4. OBLIGATIONS OF DEVELOPERS: -**

4.1 The Developers do hereby agree to observe, perform and comply with all the terms, conditions, stipulations, and restrictions if any, which may have been imposed by the concerned Planning authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said flat to the Purchaser/s/Allottee/s, obtain from the concerned Planning authority, Occupancy Certificate in respect of the said New Building.

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4.2 The Developers do hereby agree and undertake that they shall construct the said New Building as per the sanctioned plans, with such modifications/amendments as the Developers may from time to time get sanctioned/ approved by the Competent Authorities.

**5. USE OF FLAT AND CAR PARKING SPACES: -**

It is expressly agreed between the Parties hereto that, the Developers and the Purchaser/s / that, the said Flat shall be utilized for residential purpose only and car parking space/s shall be used only for parking vehicle belonging to the Purchaser/s and for no other purpose whatsoever. The Purchaser/s do/doth hereby agree/s not to change the user of the said flat without prior consent in writing of the Developers / said Society as the case may be. Further the Developers shall not in any way be responsible for any activities carried out which are beyond the purview of law and order. The Purchaser indemnifies the Developer incase of any loss caused to the Developer in regards to illicit activities carried out.

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**6. TITLE:-**

The Purchaser/ confirm/s having inspected the original title certificate and further confirm/s that the copy annexed hereto is the true copy of the Original Title Certificate inspected by the Purchaser/s. The Purchaser/s accept the title of the said Property and entitlement of the Developers to sell the flat, and the Purchaser/s/ do hereby agrees not to raise any further or other requisitions or objections to the title in respect of the said Property more particularly described in the First Schedule hereunder written and /or entitlement of the Developers to develop the same and sell the premises comprising in their entitlement.

**7. DATE OF POSSESSION: -**

7.1 The Developers shall (subject to the force majeure clause mentioned in clause 12 hereinbelow), offer possession of the said flat to the Purchaser/s/Allottee/s on or before 28<sup>th</sup> May, 2026 as declared under MAHARERA after procuring full Occupation Certificate (OC), from the

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Competent Authority, in respect of the said New Building.

7.2 The Developers shall after procuring OC from the Competent Authority in respect of the said New Building, offer possession of the said flat by giving 30 days written notice to the Purchaser/s/Allottee/s *inter alia* informing him/her/them that the said flat is ready for use and occupation along with a copy of OC in respect of the said New Building. The Purchaser/s /Allottee/s shall be deemed to have taken possession of the said flat on expiry of such notice period.

7.3 If the Developers are not able to offer possession of the said flat to the Purchaser/s/Allottee/s on the said Possession Date on account of what is mentioned in clause 12 herein, the Purchaser/s/Allottee/s shall not be entitled to any damages whatsoever but he/she/they shall be entitled to remedies only against the Promoter/ Developer as maybe available under the said Act.

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**8. MAINTENANCE CHARGES AND OTHER OUTGOINGS:**

8.1 The Purchaser/s hereby declare and confirm with the Developers that irrespective of whether the Purchaser/s has/ have taken physical possession of the said flat or not, he/she/they shall be liable to bear and pay the proportionate share of outgoings (i.e., in proportion to the floor area of the said flat) in respect of the said Property including local taxes, cesses, rates, N.A charges, land revenue, betterment charges and all other levies and charges by the local authority, government, water charges, Insurance charges, common lights, repairs, salaries of clerks, Collector's charges, Chowkidar and Sweeper charges, Maintenance charges and all other expenses necessary and incidental to the administration, management and maintenance of the said New Building including the said Plots from the date of deemed possession after the receipt of the occupation certificate.

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8.2 The Purchaser/ further agree/s that the Purchaser/s at the time of taking possession of the said flat pay to the Developers/Society 12 months advance maintenance charges as may be decided by the Developer/Society. The Purchaser/s do/doth hereby further agree/s, declare/s and confirm/s with the Developers that till said Society admits the Purchaser/s as member/s of the said Society and accept/s the maintenance directly from the Purchaser/s in respect of the said flat, the Purchaser/s undertake/s to continue to pay such provisional maintenance charges as aforestated, on expiry of every 12 months in advance for every subsequent 12 months on demand being made by the Developers and shall not withhold the same for any reason whatsoever. The amount so paid by the Purchaser/ to the Developers shall not carry any interest and after paying the charges as above the remaining amount if any shall remain with the Developers till Purchaser/s/ is/are admitted as Member/s of the said Society in respect of the said flat. The

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Developers shall deposit the aforesaid amounts with the said Society against the Purchaser/s is/are admitted as member/s of the said Society, **PROVIDED HOWEVER** that if any special taxes and/or rates are demanded by the Competent Authority or any other authority by reason of any permitted use of the said flat, the Purchasers shall alone bear and pay such special taxes and rates. The Purchasers shall observe and perform all rules and regulations of the Competent Authority, the said Society, and the statutory Bodies.

8.3 After the Developers hand over the charge of the said New Building to the said Society, the Purchaser/s shall be liable to pay the maintenance charges and outgoings directly to the said Society as per the bills as may be raised by the said Society from time to time, Provided, however, the said Society has admitted the Purchaser/s/Allottee/s as its member/s.

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8.4 Wherever in this Agreement it is stipulated that the Purchaser/s to make any payment, in common with other Purchaser/ in respect of the said Project, then the same shall be in proportion to the carpet area of the said flat to the total carpet area of all the units in the said Project.

**9. OTHER CHARGES: -**

9.1 The Purchaser/s/Allottee/s shall on or before taking possession of the said flat pay to the Developers the following amounts:

- (i) Rs.\_\_\_\_/- (Rupees \_\_ \_\_ only) towards the lumpsum amount of legal charges;
- (ii) Rs.\_\_\_\_/- (Rupees \_\_\_\_\_ only) by way of reimbursement of expenses incurred by the Developers towards Security Deposits for obtaining the water connection, electricity connection, telephone, and cable facility infrastructural facilities, or any other tax or charges or fees or payment of a similar nature becoming payable by the Developers

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after or upon the sanction of the plans or levied with retrospective effect.

- (iii) Rs.\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards provisional monthly contribution towards outgoings of the society (taxes to be paid separately by the Allottee/s at applicable rates) (12 months approx. Amount);
- (iv) Rs.\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards the well and well water charges and other utility and services connection charges;
- (v) Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ only) towards development charges / infrastructure charges (taxes to be paid separately by the Allottee/s at applicable rates)
- (vi) Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ only) towards Society formation.
- (vii) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) towards Share money.

**Total of the above charges is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**

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9.2 The Developers shall maintain a separate account in respect of sums received by them from the Purchaser/s and utilize the aforesaid amounts only for the purposes for which they have been received as the Developers may in its sole discretion deems fit and the Purchaser/ s undertake/s not to object /demand /direct the Developers to adjust the payments in any manner.

9.3 The Developers shall not be liable to refund or to give to the Purchaser/s /Allottee/s any charges collected by them under these presents. The Purchaser/s also agree/s to deposit with the Developers, any further additional amount by way of ad-hoc maintenance charges as and when called for by the Developers without any delay or demur.

**10. GST AND OTHER TAXES**

The purchaser shall be liable to the over and above the total consideration and amounts mentioned in Paragraph 9, GST @5% on consideration value and 18% on amounts mentioned in paragraph 9. In case of any changes in rates prescribed above

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the purchaser shall be liable to pay the same as required under applicable law.

**11. FORCE MAJEURE: -**

The Developers shall be entitled to a reasonable extension of time for offering possession of the said flat to the Purchaser/s/Allottee/s from the said Possession Date, if the Developers are prevented from carrying out the construction due to any Force Majeure reasons, such as:

- (i) War, civil commotion or act of God, affecting the said Property;
- (ii) Total or partial countrywide/state/regional lockdown due to outbreak of any pandemic, endemic, or epidemic;
- (iii) Shortage of raw materials which affects the entire industry of construction, and

**12. MEMBERSHIP OF THE SOCIETY:-**

12.1 As per the terms of the said Development Agreement, the said Society shall admit Purchaser/s of the Developers Premises as member/s of the said

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Society upon membership application being made by the Purchaser/ as per the bye-laws of the said Society, without charging any transfer charges/transfer fees/premium or donation from the Developers or from Purchaser/s in respect of the said flat.

12.2 The Purchaser/s of the Developers Entitlement shall be enrolled as member/s of the Society only on the payment of (i) Share Application Money (ii) Entrance Fees; (iii) Membership Fees and (iv) Contribution towards sinking fund as per the terms of the said Development Agreement.

12.3 The Purchaser/s becoming member/s of the said Society shall abide by all the rules, regulations, and bye-laws adopted by the said Society and amendments thereto from time to time including payment of maintenance bills and other charges as per the bills as may be raised by the said Society.

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**13. DEFECT LIABILITY: -**

13.1 The Purchaser/s shall check all the fixtures and fittings in the said flat before taking possession of the same. Thereafter, the Purchaser/s shall have no claim against the Developers for defects if any in the said New Building which may be alleged not to have been carried out and/or completed in accordance with the plans, specification, and/or this agreement and/or otherwise howsoever relating thereto **PROVIDED HOWEVER**, if within a period of 5(five) years, from the date of offering possession of the said flat to the Purchaser/s, if the Purchaser/s bring/s to the notice of the Developers, any structural defect in the said flat or in the said New Building in which the said flat is situated or any defects on account of workmanship, quality or provision of service (usual wear & tear excepted), then wherever possible such defects, shall be rectified by the Developers at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Developers reasonable compensation for

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such defects **PROVIDED FURTHER** if, such defects in the said flat/New Building, is due to negligent and/or due to any acts, matters, things, omitted or committed by the Purchaser/s of the said New Building including the Purchaser/s herein, in that event the Developers shall not be liable for the same.

**14. FIXTURES / FITTINGS /AMENITIES: -**

It is expressly agreed that the said flat shall contain standard fixtures, fittings, and amenities. It is specifically agreed by the Purchaser/s that if any extra fittings, fixtures, or amenities are required by the Purchaser/s, then the Purchaser/s shall inform the same in writing to the Developers and the Developer in their sole discretion entertain such request at the extra cost/price to be borne and paid by the Purchaser/s.

**15. OTHER AGREED TERMS:-**

15.1 The Developer shall have a first and exclusive charge on the said flat for all the amounts payable by

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the Purchaser/s to the Developer under this Agreement.

15.2 The Purchaser do hereby agree to be bound by all the covenants, agreements, reservations and obligations and/or terms and conditions as far as they are to be observed by the Developers, specified and contained in all the Agreements/documents recited herein and/or any undertaking given to any local authority and/or any Government body and/or authority while obtaining any permission from such Government Body and/or authority both State and/or Central Government, as if, the Purchaser/s/Allottee/s has/have himself/herself/ themselves undertaken to perform the same.

15.3 The Purchaser/s and persons to whom the said flat is/are permitted to be transferred, shall, from time to time, sign all applications, papers, and documents and do all acts, deeds, and things, as the Developers or the said Society may require for safeguarding the

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interest of the Developers and/or the Purchaser/s and other Purchaser/s of the flat or existing members of the said Society in the said New Building.

15.4 It is expressly agreed that the right of the Purchaser/s/ under this Agreement is only restricted to the said flat agreed to be sold by the Developers/ Confirming Party and agreed to be acquired by the Purchaser and all the other Premises and portion or portions of the said New Building shall be dealt by the Developers and the said Society as per the terms more particularly set-out in the said Development Agreement.

15.5 The Developers shall be entitled to alter the terms and conditions of the Agreement relating to unsold premises in the said New Building and Purchaser/s/ shall have no right to object to the same.

15.6 The Developers shall after completing the project forward the list of the Purchaser/s along with their names and particulars of units sold to the said

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Society and the Society that will be formed shall admit the Purchaser/s. The Purchaser/s/Allottee/s hereby declare/s and undertake/s that he/she/they shall comply with all the conditions for the membership of the Society as per the bye-laws.

**16. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPERS: -**

The Developers do hereby represent and warrant to the Purchaser/s as follows:

- (i) The Developers are entitled to the said Property as absolute owners thereof and are implementing the re-development Scheme on the said Property ;
- (ii) The Developers have lawful rights and requisite approvals from the Competent Authorities to carry out the redevelopment of the said Properties and shall obtain requisite approvals from time to time to complete the development of the project;

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- (iii) There are no encumbrances upon the said Project.
  
- (iv) There are no litigations pending before any Court of law with respect to the said Project land;
  
- (v) All approvals, licenses, and permits issued by the Competent Authorities with respect to the said Project, are valid and subsisting and the same has been obtained by the Developers after following due process of law. Further, all approvals, licenses, and permits to be issued by the Competent Authorities with respect to the said Project, shall be obtained by the Developers after following due process of law and the Developers have been and shall, at all times, comply with all applicable laws in relation to the said Project;
  
- (vi) The Developers have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title,

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and interest of the Purchaser/s/ created herein, may prejudicially be affected;

(vii) The Developers have not entered into any Memorandum of Understanding, Agreement for Sale or any other agreement/ arrangement with any person or party with respect to the said Project and the said flat which will, in any manner, affect the rights of Purchaser/s/ under this Agreement;

(viii) The Developers confirm that the Developers are not restricted in any manner whatsoever from selling the said flat to the Purchaser/s/ in the manner contemplated in this Agreement;

(ix) The Developers have 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

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with respect to the said Project to the competent Authorities;

- (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, or notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developers in respect of the said the Project.

**17. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER/S:-**

The Purchaser/s/ himself with an intention to bind all in whosoever hand the said flat may come, including any successors-in-title of the Purchaser/s, do/doth hereby covenant/s with the Developers as follows:

- a) To become Member/s of the Society that may be formed and for that purpose sign all the necessary documents as may be required by the Developers

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and to pay maintenance and all other charges as contemplated herein from time to time, as may be determined, by the Society, as the case may be, without committing any default therein;

- b) To maintain the said flat at Purchaser/ss own costs in good tenantable repair and condition from the date of offering possession of the said flat and not to do or suffer to be done anything, in or to the said New Building in which the said flat is situated which is against the Rules, Regulations or Bye-laws of the concerned local authority and/or the said Society, nor shall change / alter or make addition in or to the said flat or part thereof without the prior written consent of the Developers, as the case may be;
- c) Not to store in the said flat, any goods which are of hazardous or combustible nature or are so heavy as to damage the construction or structure of the said New Building in which the said flat is situated or storing of such goods, is objected by the concerned

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Local or other Authorities and shall not carry or cause to be carried, heavy packages or furniture along the staircase, common passage or any other structure, in the said New Building including entrance of the said New Building and in case any damage is caused to the said New Building or to the said flat, the Purchaser/s/ shall be liable for consequences thereof;

- d) Not to hang clothes, garments or any other thing for drying or for any other purpose from windows, balcony/balconies or terrace(s) of or appurtenant to the said flat or on any side of the said New Building or above the parapet or railing level within the said flat and will not put any plants/pots/flower pots or other such things that require watering so as to avoid water seepage that causes deterioration of walls and color;
- e) To carry out at his/her/their own cost all internal repairs to the said flat and to maintain the said flat in the same good condition, state and order, in

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which it would be delivered by the Developers.

The Purchaser/s shall not do or suffer to be done anything in or to the said flat, which may be contrary, to the Rules and Regulations and bye-laws of the concerned local authorities;

- f) Not to demolish or cause to be demolished any column and/or beam and/or floor in the said New Building and/or the said flat or part thereof, nor at any time make cause to be made any structural changes whatsoever nature to the said New Building and/or said flat or any part thereof, nor at any time make or cause to be made, any additions or alterations, in the elevation/arcade and outside color scheme of the said New Building and shall keep the sewers, drains and pipes in the said New Building and appurtenances thereof, in good tenantable repair and conditions and in particular, to support, shelter and protect other part of the said New Building and shall not damage column, beams, walls, or RCC pardis or other structural

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members in the said flat including the said New Building without the prior written permission of the Developers/, as the case may be;

- g) Not to shift windows of the said flat and/or carry out any changes in the said flat so as to increase the area of the said flat and/or put any grill which would affect the elevation of the said New Building and/or carry out any unauthorized construction in the said flat. In the event, if any such change is carried out by the Purchaser/s/ he shall remove the same within 24 hours after receipt of notice in that regard from the Developers. In the event if, the Purchaser/s fail/s to remove the same within the period of 24 hours, then the Developers shall be entitled to enter upon the said flat and remove such unauthorized construction and the Purchaser/s hereby agree/s and undertake/s not to raise any objection for the same and/or demand any damages for the same from the Developers/said Society;

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- h) To bear and pay all increases in local taxes, water charges, insurance and such other levies, if any, which are imposed or which may be imposed in future by the concerned Local Authorities and/or Government and or other Public Authorities;
- i) Not to do or permit to be done any act or thing which may render void or voidable any insurance Policy of the said New Building or any part thereof or whereby any increased premium, shall become payable, in respect of the said New Building;
- j) Not to throw any dirt, rubbish, garbage, or permit the same to be thrown, from the said flat, in the compound or any portion of the said New Building and/or the said Property;
- k) The Purchaser/s/ shall use the said flat or any part thereof or permit the same to be used only for flat purpose as the case may be, and/or such other purpose as may be authorized by the said Society in writing and as may be permissible in law and/or by other Concerned Authorities in that behalf and

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which is not likely to cause nuisance or annoyance to the other occupiers of the said New Building and/or the owners and occupiers of the neighboring property or properties. The Purchaser/s shall use parking space only for purpose of keeping or parking Purchaser/s own vehicles and for no other purpose whatsoever;

- 1) The Purchaser/s shall observe and perform all the rules and regulations and bye-laws of the said Society and any addition, alterations, or amendments thereof that may be made from time to time for protection and maintenance of the said New Building and the premises therein and for the observance and performance of the rules, regulations, and bye-laws of the Society that may be formed for the time being of the concerned Local Authority and of Government and other Public Bodies. The Purchaser/s/ shall also observe and perform all the stipulations and conditions laid down by the Society or regarding the occupation

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and use of the said flat in the said New Building and shall pay and contribute regularly and punctually towards the taxes, expenses maintenance charges, and other outgoings in respect of the said flat including other dues as may be collected by the said Society

- m) The Purchaser/s/ shall not cover the area of the flowerbed with debris, blocks, tiles or any such material and shall not conceal the pipes passing through the portion of the flower-bed and also shall not cover chajja and ducts of the buildings and shall not put any flower pots, etc. encroaching the flowerbeds, chajja, and ducts and shall not do any such filling which would lead to excess load on the slab of the flower-bed portion which is adjoining the living room;
- n) The Purchaser/s/ will be entitled to carry out repairs, renovation and alterations in the said flat at his own costs and expenses, and in such manner as he may deem fit and proper **PROVIDED**

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**HOWEVER** that such repairs, renovation and alteration shall not be of structural nature and the same shall be with prior permission, sanction and approval of the Developers and all other Concerned Authorities and the said Society , if required; **PROVIDED FURTHER** that such repairs, renovation and alteration shall not in any manner result in utilization or consumption of any additional FSI in addition to the FSI consumed and utilized in the construction of the said flat nor shall such repairs, renovation and alteration in any manner damage or endanger the RCC frame work including RCC Columns of the said New Building or any part thereof, nor shall enclose or cover or result in covering or enclosing the common areas or areas which cannot be covered or enclosed as per Rules and Regulations of Concerned Authorities nor shall such repairs, renovation and alteration change or modify the elevation of the said New Building **NOTWITHSTANDING**

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anything to the contrary contained herein, the Purchaser/s do hereby agree/s and undertake/s not to change or alter the location of any of the bathrooms/toilets in the said flat. The Purchaser/s shall not break/repair the toilets, bathroom balcony area, flowerbed and the planter area provided in the said flat. In case, the Purchaser/s desire/s to renovate the toilets, bathrooms, and balcony area, the Purchaser/s with the prior written permission of the Developers, as the case may be, and take utmost care to waterproof the same and shall not cause any nuisance or disturbance to the flat below him due to leakage from his/her/their toilets/bathroom/ balconies. In case of any leakage from the said flat to the Flat below the Purchaser/s shall be totally responsible to rectify the same and bear all the costs for the same. The Purchaser/s do hereby indemnify shall and keep indemnified the Developers at all times against all actions, claims, and demands of whatsoever nature taken or made

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by the Competent Authority and/or by the State Government and/or by any other authority in respect of the said flat or the said New Building as a whole or by reason or as a result of anything done by the Purchaser/s in or with regard to the said flat or the said New Building or any part thereof;

- o) The Purchaser/s shall be entitled to use the lifts in the said New Building **PROVIDED HOWEVER** all the persons using the lifts shall do so at their own risk. The Purchaser/s/ shall not carry or cause to be carried heavy or bulky packages to the upper floors by the lifts. The Purchaser/s shall not cause any damages to the lifts, staircases, common passages, refuge area or any other parts of the said New Building on the said Property;
- p) The open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, and lifts in the said New Building shall be used in a reasonable manner for the purpose of ingress and

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egress only and not for any storage purpose or anything else. The Purchaser/s shall not use or permit the use of the common passage, ducts, refuge areas, open spaces, lobbies, and staircases in the said New Building for storage or for use by servants at any time.

- q) That the building under reference is deficient in open space and M.C.G.M. will not be held liable for the same in future
- r) That the unit purchasers agree for no objection for the neighborhood development with deficient open space in future.
- s) That the unit purchasers will not hold M.C.G.M. liable for any failure of mechanical Parking system in future and proper precautions and safety measures shall be taken to avoid any mishap and the damages occurs due flooding in pit if any and maintenance of mechanized parking system shall be done regularly.

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- t) That the buyer/member will not be held M.C.G.M. liable for any mishap due to provision of additional height of stilt for provision of stack parking with pit will not be submitted before O.C.C.
- u) 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 Flat until all the dues payable by the ALLOTTE / PURCHASER to the Promoter / Developer under this Agreement are fully paid up.
- v) The ALLOTTE / PURCHASER shall observe and perform all the rules and regulations which the Society or the Limited Company 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 Flats therein and for the observance and performance of the Building Rules, Regulations and Bye- laws for the time

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being of the concerned local authority and of Government and other public bodies.

- w) The ALLOTTE / PURCHASER shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company / Apex Body regarding the occupancy and use of the Flat 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.

**18. MISCELLANEOUS: -**

18.1 This Agreement read with the said Development Agreement and the Supplementary Development 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,

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arrangements whether written or oral, if any, between the Parties in regard to the said flat.

18.2 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 said Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the said flat, in case of a transfer, as the said obligations go along with the said flat for all intents and purposes.

18.3 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 the Act or the Rules and Regulations made thereunder or the applicable law, as the case

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may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

18.4 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.

18.5 The said New Building shall always be known as **“RASHMI SQUARE”** and the said Society shall always be known as **“OM SHRADDHA CO-OPERATIVE HOUSING SOCIETY LIMITED.”**

18.6 All communications shall be sent by the Developers to the Purchaser/s whose name appears first viz.

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\_\_\_\_\_ and at the address given by him/her/them for all intents and purposes to consider as properly served on all the Purchaser/s/Allottee/s.

18.7 Headings used in this Agreement are for the purpose of convenience and reference only and shall not be deemed to reduce the scope of the clauses of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

18.8 The execution of this Agreement shall be complete only after the Agreement is duly stamped and executed by the Purchaser/s and the Developers and registered at the flat of the concerned flat of Sub-Registrar of Assurances. It is clarified that no further documents to confirm transfer of title of the said flat shall be required to be executed in favour of the Purchaser,

18.9 This Agreement shall, to the extent they are statutory, always be subject to the provisions contained in the said Act and rules made there under

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being re-enactment of MOFA and/or any other provisions of Law Applicable, thereto.

19. NOTICES:-

19.1 All Notices to be served on the Purchaser/s as contemplated by this Agreement or required by law, shall be deemed to have been duly served if sent to the Purchaser/s/Allottee/s by email and by Registered Post A.D. at their address specified below:-

Name: \_\_\_\_\_

Email ID: \_\_\_\_\_

Address: \_\_\_\_\_

19.2 All Notices to be served on the Developer as contemplated by this Agreement or required by law, shall be deemed to have been duly served if sent to the Developer by email and by Registered Post A.D. at their address specified below:-

Name: Modis Navnirman Limited

Email ID: modisnirman@gmail.com

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**Address:** Flat No-1, Ground Floor, Rashmi Heights,  
Mallinath CHSL, M G Road, Kandivali (West),  
Mumbai – 400 067

**20. STAMP DUTY AND REGISTRATION CHARGES:-**

The Purchaser/s shall at his own costs and expenses including the payment of Stamp Duty, Registration charges and Goods and Services Tax (GST), get this Agreement registered with the flat of Sub-Registrar of Assurances at Bandra/Andheri/Borivali within the time limit prescribed by law.

**21. DISPUTE RESOLUTION:-**

21.1 It is mutually agreed between the parties hereto, that if any dispute, difference, or question at any time hereafter arises between the parties hereto or their respective representatives or between Purchaser/s of other unit in the said New Building and the Developers in respect of the interpretation of these presents or concerning anything herein contained or arising out of the said flat or as the rights liabilities or the duties of the parties hereunder the

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same shall be subject to the jurisdiction of courts in Mumbai.

21.2 Any dispute between the Parties hereto shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder. It is clarified that the Purchaser shall be entitled to raise disputes, in any manner connected to or with regard to the said flat, only against the Developer.

21.3 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.

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

**THE FIRST SCHEDULE REFERRED HEREINABOVE:**

**[Description of the said land and the said New Building]**

**Part A: - DESCRIPTION OF THE SAID LAND:-**

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 lying being and situated 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 SHRADDHA CHSL in the ‘R’ ward of Municipal Corporation of Greater Mumbai and bounded as follows that is to say: -

- 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

**Part B:-DESCRIPTION OF THE SAID NEW BUILDING:**

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The new building to be named as “**RASHMI SQUARE**” being constructed on the said Property comprising of multi-storied building consisting of Part Ground Commercial & Parking Floor + Part First Commercial & Parking Floor + Three levels of Podium Parking + Amenities Floor + 17 upper Residential Floors.

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**THE SECOND SCHEDULE REFERRED HEREINABOVE:**

**[Description of the said new flat and the said Car Parking  
Space/s]**

ALL THAT residential flat bearing **Flat No –** admeasuring   
**Square Feet** RERA carpet area, that is, approximately square  
meters on  **Floor with ( ) surface car park (being**  
**an amenity to the said Flat)** in the newly constructed building  
(to be) known as “RASHMI SQUARE” being constructed on the  
Property more particularly described in the First Schedule  
hereinabove written.

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**THE THIRD SCHEDULE REFERRED HEREINABOVE:**

(Restricted Common areas and facilities)

The proportionate immediate area after landing abutting the main door  
of the said flat

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**THE FOURTH SCHEDULE REFERRED HEREINABOVE:**  
**(COMMON AMENITIES AND FACILITIES)**

(Common area and facilities)

Pro-rata right along with all Purchaser/s of the said flat in the said  
Property in common areas and facilities.

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**SIGNED, SEALED AND DELIVERED** )  
**From within named “DEVELOPERS”** )  
**MODI’S NAVNIRMAN LTD** )  
Through its Director )  
**MR. MAHEK MODI** )  
Authorized pursuant to Authority Letter )  
Dated \_\_\_\_\_ )

In the presence of )

**WITNESSES:**

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED** )  
By the within named “PURCHASER” )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

In the presence of )

**WITNESSES:**

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

| Promoters Signature | Purchasers Signature |
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**RECEIPT**

RECEIVED with thanks the sum of Rs. \_\_\_\_/- (Rupee \_\_\_\_\_ Only) from \_\_\_\_\_ being the part payment against the sale of Flat No – \_\_\_\_ admeasuring \_\_\_\_ Square Feet RERA carpet area, that is, approximately \_\_\_\_ square meters on \_\_\_\_ Floor with \_\_\_\_ (\_\_\_\_) surface car park (being an amenity to the said Flat) in the

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newly constructed building (to be) known as “RASHMI SQUARE”  
as per the following details:

| DATE                                | AMOUNT<br>(in Rs) | Cheque Nos. | DRAWN ON |
|-------------------------------------|-------------------|-------------|----------|
|                                     |                   |             |          |
|                                     |                   |             |          |
|                                     |                   |             |          |
|                                     |                   |             |          |
| TOTAL- Rs. ____/- (Rupee ____ Only) |                   |             |          |

I SAY RECEIVED

MODIS NAVNIRMAN LTD,  
  
(DEVELOPERS)

Date:  
Place: Mumbai  
Witness:  
1.  
  
2.

\*\*\*\*\*

Dated this \_\_\_\_ day of \_\_\_, 2025

\*\*\*\*\*

| Promoters Signature | Purchasers Signature |
|---------------------|----------------------|
|                     |                      |

M/s. MODI NAVNIRMAN LTD.

...DEVELOPERS

AND

\_\_\_\_\_

... PURCHASER/S

AGREEMENT FOR SALE

| Promoters Signature | Purchasers Signature |
|---------------------|----------------------|
|                     |                      |