

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into on this ____ day of _____, 2017;

B E T W E E N

M/s MOHINI SHELTERS PRIVATE LIMITED, a private limited company registered under Indian Companies Act, 1956 having its registered office at Plot No.6, Kumar Harshvardhan, Juhu Versova Link Road, Four Bungalows, Andheri West, Mumbai – 400053 (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successor or successors-in-title and permitted assigns), hereinafter called and referred to as **“THE DEVELOPERS”** of the **FIRST PART**;

AND

Mr. / Mrs. _____, _____ Indian
Inhabitant/s having residential address at

Mumbai – 4000____, hereinafter called and referred to as **“THE PURCHASER/S”**
(which expression shall unless it be repugnant to the context or meaning thereof
be deemed to mean and include his heirs, executors, administrators and assigns)
of the **OTHER PART**;

W H E R E A S:

- A. One Ramanagar Co-operative Housing Society, a co-operative housing society registered under the Bombay Co-operative Societies Act, 1925, vide Registration No. B-424 of 1948 dated 15.02.1948 was seized and possessed of or otherwise well and sufficiently entitled to all that pieces and parcels of land or ground bearing Plot Nos.761, 579, 586, 580, 581, 582, 583, 588, 590, 763 along with the structures standing thereon situate lying being at Village Bandra, Taluka Andheri in the Registration District and Sub-District of Mumbai Suburban situated at Khar West, Mumbai-400052.
- B. AND vide an Order No. BOM/H-W/HSG/Shri Rama/Section 17 of year 1990 dated 03.09.1990 is passed under Maharashtra Societies Act, 1960 under section 17(1)(C) Rule 16(2), Mr. Gyandev Mukane, Dy. Registrar, Co-operative Housing Society Office, H-West Ward, Mumbai passed the final Order No. Mumbai/H-W/Shri Ramanagar Division/year 96 dated 21.01.1996 and thus on the basis of the aforesaid final order the said Ramanagar Co-operative Housing Society Limited dissolved and re-registered into 9 (Nine) different societies more particularly set out here-in-below. A copy of the said order dated 21.01.1996 is attached herewith and marked as **Annexure-A**.

Name of the New Society	Plot No.	New Registration No.
Anand Flat C H Society Ltd	761	BOM/WHW/HSG/TC 9207 Year 1996 dated 20.01.1996

New Shri Ramanagar C H Society Ltd	579 & 586	BOM/WHW/HSG/TC 9200 Year 1996 dated 20.01.1996
Vintage Flat C H Society Ltd	580	BOM/WHW/HSG/TC 9201 Year 1996 dated 20.01.1996
Harsha C H Society Limited	581	BOM/WHW/HSG/TC 9202 Year 1996 dated 20.01.1996
Prem Bhavan C H Society Limited	582	BOM/WHW/HSG/TC 9203 Year 1996 dated 20.01.1996
Om Satnam C H Society Limited	583	BOM/WHW/HSG/TC 9204 Year 1996 dated 20.01.1996
Guru Darshan C H Society Limited	588	BOM/WHW/HSG/TC 9205 Year 1996 dated 20.01.1996
New Rising Sun C H Society Limited	590	BOM/WHW/HSG/TC 9206 Year 1996 dated 20.01.1996
Shri Krishna C H Society Limited	763	BOM/WHW/HSG/TC 9208 Year 1996 dated 20.01.1996

- C. AND thus under the circumstances all the individual Societies became the absolute owners of their respective land with structure and seized and possessed of or otherwise well and sufficiently entitled to all that respective piece and parcel of land as referred in the table above.
- D. AND thus Harsha Co-Operative Housing Society Limited became absolutely seized and sufficiently entitled to all that piece and parcel of land bearing Plot No. 581 having area admeasuring above 744.10 sq. meters along-with the structures standing thereon situate lying and being at City Survey No. F/1530 of Village Bandra, Taluka Andheri, in the Registration District and Sub-District of Mumbai hereinafter referred to as "The Said Harsha Property".
- E. AND similarly thus Prem Bhavan Co-Operative Housing Society Limited became absolutely seized and sufficiently entitled to all that piece and parcel of land bearing Plot No. 582 having area admeasuring above 714.9 sq. meters along-with the structures standing thereon situate lying and being at City Survey No. F/1531 of Village Bandra, Taluka Andheri, in the Registration District and Sub-District of Mumbai hereinafter referred to as "The Said Prem Bhavan Property"

- F. AND since the building structure of both the societies i.e. Harsha Co-Operative Housing Society Limited and Prem Bhavan Co-op. Hsg. Soc. Ltd. were in very bad shape and dilapidated the members of both the societies in their respective general body meetings decided to redevelop the society building structures and have passed unanimous resolutions to redevelop the structures and to appoint the appropriate Developers for the same.
- G. Further, the members of Prem Bhavan Co-op. Hsg. Soc. Ltd in their Special General Body meeting have vide their resolution dated 22.08.2008 and members of Harsha Co-operative Housing Society Limited in their Special General Body meeting have vide their resolution dated 26.08.2008 appointed and awarded the redevelopment contract and Development Rights to M/s Mohini Sheltors Private Limited
- H. By a Tripartite Development Agreement dated 08.09.2008 made by and between Harsha Co -op. Hsg. Soc. Ltd. (The Society) represented through it joint authorized signatories vide society resolution dated 03.09.2008 (1) Mr. Pradeep N. Bajaj (2) Mrs. Pushpa K. Vallecha & (3) Mr. Radhakishan J. Tilani and Prem Bhavan Co -op. Hsg. Soc. Ltd. (The Society) represented through it joint authorized signatories vide society resolution dated 29.08.2008 (1) Mr. Deepak S. Padwal (2) Mrs. Joginder Kaur Nanda & (3) Mrs. Shraddha R. Hemdev and M/s. Mohini Sheltors Pvt. Ltd. (Private Limited Company) (The Developers) the said Society granted development rights to the said Developers in respect of the aforesaid Property for the price and terms and conditions contained therein and both the respective societies also executed a Power of Attorney dated 08.09.2008 in favour of the Developers inter alia conferring upon various rights power and privileges in respect of development of above said societies land. Development Agreement dated 08.09.2008 is duly registered vide serial no. BDR1-11370-2008 on 29.11.2008.
- I. Acting upon the said Tripartite Development agreement and on the Power of Attorney issued by both the societies in favour of M/s Mohini Sheltors Pvt. Ltd. the Developers entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The Developers have also appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer

accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

- J. The Developers through the appointed Architects and got the plans of the new building to be constructed sanctioned from Municipal Corporation of Greater Mumbai and obtained the necessary approvals from the concerned Local and Government Authorities. IOD is issued by Municipal Corporation of Greater Mumbai on 16.07.2010 which has been amended from time to time and last amended on 02.01.2017 by MCGM. The copy of the said last amended IOD dated 02.01.2017 is annexed hereto and marked as

ANNEXURE - B

- K. Thereafter, consequent to the change in the DC Regulation policy by MCGM on 6th January 2012 the members of both the societies in their AGM held on 11th August 2012 resolved to amend the sanctioned plans as per the New DC Regulations and directed the Developers for the same.

- L. On taking over Possession of both the society buildings the Developers demolished the dilapidated structures and obtained the Commencement Certificate from Municipal Corporation on 4th July 2013. The copy of the said Commencement Certificate issued by the MCGM on 04.07.2013 and further, MCGM on 08.10.2013 approved the new submitted amended plans as per the new DC Regulations and issued further CC as per the amended plans on 31.10.2013 which has been extended from time to time and last extended on 17.04.2017 is annexed hereto and marked as

ANNEXURE – C.

- M. The authenticated copies of the plans of the Layout as proposed by the Developer and according to which the construction of the building and open spaces are proposed to be provided for on the said society plot have been annexed hereto and marked as **Annexure D,**

- N. The Developer has obtained the approvals from MCGM to the concession plans and further CC plans, along the specifications, elevations, sections and of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain the Occupancy Certificate of the said Building While sanctioning the said plans MCGM and/or the concerned authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the said society plot and the said building and upon due observance and performance of which only the completion

or occupancy certificate in respect of the said building shall be granted by the concerned local authority. The Developer has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

O. AND thus as per the said Tripartite Development Agreement and the respective Power of Attorneys, the Developer have full right, title, interest, power and authority to sale, transfer, assign, allot all or any of the newly constructed residential flats, duplexes, respective terraces, offices, garages, parking units, commercial and or semi-commercial premises and or any other units which are constructed on the said property forming part of Developer's premises after allocating the residential flats/units agreed to be given to the members of the Harsha Cooperative Housing Society Ltd. and the Prem Bhavan Cooperative Housing Society Ltd. under the said Development agreement to any prospective purchasers/buyers on "ownership basis" and or to lease, sub-lease and or to give on Leave and License the developer's premises and to receive the full consideration amount from such prospective purchasers/buyers either in whole or in part and to pass effectual receipts for the same and to enter into Agreement for Sale and other relevant deeds and documents as deem fit by the Developer and to lodge such agreements for registration with the Sub-registrar or registrar of Assurances, Bandra or at such other place and to admit execution thereof before such authorities and for the purposes aforesaid to write or sign such letters, applications, vouchers, forms as may be necessary and to hand over the possession of such flats, Units, offices, garages, parking slots to the purchasers/buyers of such flats or as the case may be.

P. The certificate of title for the said property on which the said building is being constructed dated 21.02.2014 has been issued by Advocate Adesh K. Chaturvedi of M/s LEGAL IKON AND ASSOCIATES, and a copy thereof is annexed hereto and marked as **ANNEXURE - E**

Q. Further, the members of both the societies have in their respective General body meetings have passed the necessary resolution for amalgamation of both the societies and register a new society in the name of **MOHINI CASTLE CO-OP HOUSING SOCIETY LTD.** with the Registrar of Coop Societies H-West Ward, Mumbai.

- R. The Purchaser/s has taken inspection of above mentioned documents being the Development Agreement, Property card, Supplementary Agreement, Power of Attorneys and various diverse deeds and documents and have acquainted themselves with all the terms conditions stipulations covenants rights and liabilities contained therein and all documents referred to and recited therein together with layouts, plans designs specification etc. of the said building and the Developer has supplied to the Purchaser all and such of the documents mentioned and specified under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 hereinafter referred to as the said Act.
- S. The Purchasers have approached the Developer for purchase, transfer, allotment of Flat **No. _____ on the ____ Floor admeasuring _____ sq ft. carpet area** of the said building constructed on the said property hereinafter referred to as the "said Flat", in the said building with full knowledge of all and several facts covenants, stipulation and conditions. For the purposes of these presents, the expression "carpet area" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Flat.
- T. The authenticated copies of the floor plans with specifications of the Flat agreed to be purchased by the Purchaser/s, as sanctioned and approved by the local authority have been annexed and marked as **Annexure F.**
- U. Relying upon the applications and declaration made by the Purchaser and subject to the same the Developer have agreed to sell, transfer, allot to the purchaser the said Flat in the said Building at a lump sum price/consideration of **Rs. _____/= (Rupees _____ only)** exclusive of Stamp duty & registration, Goods & Service tax, and other taxes as applicable on the terms, conditions and considerations hereinafter appearing and have also agreed to pay the enhanced price as mutually agreed upon between the parties hereto due to any additional and/or increased amenities and/or any change in circumstances as set out hereinafter.

V. On execution of this Agreement, the Purchaser has paid a sum of **Rs.** _____/= **(Rupees _____ only)** being the part of agreed consideration money to the Developer and as appearing in the Second Schedule hereunder written, (the payment and receipt whereof the developer doth hereby admit and acknowledge) and the balance sum of **Rs.** _____/= **(Rupees _____ only)** shall be paid to the Developer by the Purchaser **as per the payment schedule annexed herewith.**

W. AND WHEREAS the Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in **Annexure 'G'**;

X. As per the prevalent Laws of the Land including the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 the Developer is required to execute a written Agreement for the said Flat with the Purchaser, being in fact these presents and also to register the said Agreement under the provisions of Indian Registration Act, 1908.

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

1. The Developer is thereby constructing 16 storey tower building to be known as "MOHINI CASTLE" consisting of Ground floor as Car-parking under stilt and stacks and above residential as per the specification and sanctioned plan of Municipal Corporation of Mumbai with such variation and modification as the Developer/Concerned Authority has considered necessary and desirable on the part of the said property hereinafter referred to as the Said Building.
2. Provided that the Developer shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the Flat of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.
3. The Purchaser/s prior to the execution of this Agreement have satisfied themselves about the title of the Developer in respect of the said property described in the schedule hereunder written so also layout plan of building/s on the said property, however subject to such necessary and

desirable variations, change and modifications as the Developer may deem fit and proper or as maybe required by concerned Authorities or any of them from time to time.

4. The Purchaser/s have agreed to buy/purchase from the Developer and the Developer have agreed to sell/transfer/assign/allot to the Purchaser/s a Flat bearing No. ____ on the ____ floor admeasuring about ____ **sq. ft.** carpet area (as per definition of carpet area under RERA) in the building to be known as "Mohini Castle" building as per the floor plans seen and approved by the Purchaser/s and delineated on the plans bounded by coloured boundary line hereto annexed and marked **"Annexure F"** with such for the total agreed price of **Rs. _____/= (Rupees _____ only)** and the Purchaser/s have covenanted to pay the said price of **Rs. _____/= (Rupees _____ only)** which shall be paid or payable in installments to the developer by the Purchaser as per the Payment schedule annexed herewith.

- a. On execution of this Agreement, the Purchaser has paid a sum of **Rs. _____/= (Rupees _____ only)** being the part of agreed consideration money to the Developer (the payment and receipt whereof the developer doth hereby admit and acknowledge).

- b. **(Rupees _____ only)** shall be paid to the Developer by the Purchaser **as per the payment schedule annexed herewith.**

5. It is agreed by the Purchaser/s that in addition to the consideration, sale price of the said Flat, the Purchaser/s shall bear and pay the GST and any other taxes, duties, cess, charges, fees etc. as payable on this Agreement for the sale transaction as per laws of time being force from time to time on exclusion of the Developer. It is further agreed by and between the parties hereto that the purchaser shall be eligible to deduct TDS as applicable and hand over a copy of the challan of the TDS so deducted and issue a certificate thereof to the Developer as per the provisions of the IT Act prior to taking the possession of the said flat.

6. 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 Developer undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the 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 Purchaser/s, which shall only be applicable on the subsequent payments.
7. The Developer may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s by discounting such early payments @___ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser/s by the Developer.
8. The Developer shall confirm the final carpet area that has been allotted to the Purchaser/s 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 gap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction of carpet area within the defined limit the Developer shall refund the excess money paid by the Purchaser/s within forty five days with annual interest at the rate specified in the rules, from the date when such excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to the Purchaser/s the Developer demand additional amount from the Purchaser/s as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per sq feet as agreed in clause 4 of this agreement
9. The Purchaser authorizes the 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 Developer may in its sole discretion deem fit and the Purchaser/s undertakes not to

object/demand/direct the Developer to adjust the payments in any manner.

10. **Time is essence for the Developer as well as the Purchaser:** The Developer shall abide by the time schedule for completing the project and handing over the Flat to the Purchaser/s and the common areas to the association of the Purchasers after receiving the occupancy certificate. Similarly the Purchaser shall not default in the payments to be made to the Developer as mentioned in the Payment Schedule hereunder written to enable the Developer to deliver the flat on time.
11. The Developer hereby declares that the Floor Space Index available as on date in respect of the said plot is 3927.48 square meters only and Developer has planned to utilize Floor Space Index of 3927.48 by availing of TDR and/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 plot. The Developer has disclosed the Floor Space Index of 3927.48 as proposed to be utilized by him on the said plot and Purchaser/s has agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.
12. If the Developer fails to abide by the time schedule for completing the project and handing over the Flat to the Purchaser/s, the Developer agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule u/s 18 i.e. SBI highest marginal cost of lending plus two percent, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Developer, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/s to the Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Developer.
13. Without prejudice to the right of Developer to charge interest in terms of sub clause 12 above, on the Purchaser/s committing default in payment

on due date of any amount due and payable by the Purchaser/s to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of installments, the Developer shall at his own option, may terminate this Agreement:

- a. Provided that, Developer shall give notice of fifteen days in writing to the Purchaser/s , by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, 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 Purchaser/s fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.
- b. Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchaser/s (subject to adjustment and recovery of maximum **upto 5%** of the Agreement value towards the agreed liquidated damages / appropriate administrative charges / taxes / levies /incidental charges or any other amount which may be payable to Developer) within a period of thirty days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Purchaser/s to the Developer.

14. 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 Developer in the said building and the Flat as are set out in **Annexure 'H'**, annexed hereto.

15. Provided that, Developer shall give notice of fifteen days in writing to the Purchaser/s , by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s 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 Purchaser/s fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer) within a period of thirty days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Purchaser/s to the Developer.

The Developer shall give possession of the Flat to the Purchaser/s on or before 31st day of December 2020. If the Developer fails or neglects to give possession of the Flat to the Purchaser/s on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause **12**_herein above from the date the Developer received the sum till the date the amounts and interest thereon is repaid.

Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat 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.

16. Procedure for taking possession - The Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Flat, to the Purchaser/s in terms of this Agreement to be taken within one month from the date of issue of such notice and the Developer shall give possession of the Flat to the Purchaser/s. The Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Developer or society, as the case may be. The Developer on its behalf shall offer the possession to the Purchaser/s in writing as early as possible or within 15 days of receiving the occupancy certificate of the said building.

17. The Purchaser/s shall take possession of the Flat within 15 days of the written notice from the Developer to the Purchaser/s intimating that the said Flats are ready for use and occupancy:
18. **Failure of Purchaser/s to take Possession of Flat:** Upon receiving a written intimation from the Developer as per clause **16** the Purchaser/s shall take possession of the Flat from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Flat to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in clause **17** such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.
19. If within a period of five years from the date of handing over the Flat to the Purchaser/s, the Purchaser/s brings to the notice of the Developer any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act.
20. The Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of *residence/office for carrying on any occupation/ business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
21. The Purchaser/s along with other Purchasers of Flats in the building shall join in forming and registering the Society to be known as **MOHINI CASTLE COOPERATIVE HOUSING SOCIETY LTD.** 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 and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developer within seven days of the same being forwarded by the Developer to the Purchaser/s, so as to enable the Developer to register the common organisation of Purchasers. No objection shall be taken by the Purchaser/s if any, changes or modifications are made in the draft bye-

laws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

22. The Developer shall, after obtention of the occupancy certificate from the competent authorities and within three months of the registered Society, as aforesaid, cause to be transferred to the society all the right, title and the interest of the Developer and/or the owners in the said structure of the Building in which the said Flat is situated.

23. Within 15 days after notice in writing is given by the Developer to the Purchaser/s that the Flat is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) 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 is formed and the said structure of the building/s or wings is transferred to it, the Purchaser/s shall pay to the Developer such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser/s share is so determined the Purchaser/s shall pay to the Developer provisional monthly contribution of Rs. 13/- per sq ft on carpet area per month towards the outgoings. The amounts so paid by the Purchaser/s to the Developer shall not carry any interest and remain with the Developer until all the rights are transferred in favour of the society as aforesaid. The balance of any amount remaining with the Developer as aforesaid shall be transferred by the Developer to the society on handing over the management of the society building to the society as mentioned herein.

24. It is clearly understood and agreed that after taking over the possession of the respective flat by the purchaser/s it shall not be the obligation of the Developers to make any further payment of the taxes and other outgoing payable to the concerned authorities unless and until the Developers have received the same from the purchasers/holders of various flats and other premises in the said building. The Developers shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said units/ flats/premises

(including the said premises) and/or the said building by the concerned authorities due to non-payment of taxes, electricity bills and or other dues etc to the said authorities on account of default in making payments of the said taxes, electricity bills and or other dues etc. by the purchaser herein and /or other purchasers and acquirer of flats/units therein and/or their failing to comply with their obligations under their respective agreements.

25. The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Developer, the following amounts :-

- a. Rs. 1,000/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- b. Rs. 9000/- for formation and registration of the Society or Limited Company/Federation/ Apex body.
- c. Rs. 20,000/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
- d. Rs. 30,000/- for Deposit towards Water, Electric, and other utility and services connection charges &
- e. Rs 20,000/- for deposits of electrical receiving and Sub Station provided in Layout

26. The Purchaser/s shall also pay to the Developer a sum of Rs. 20,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Developer in connection with formation of the said Society, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance if any required.

27. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

The Developer hereby represents and warrants to the Purchaser as follows:

- i. The Developer has clear and marketable title with respect to the said society plot; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the plot and also has actual, physical and legal possession of the entire society plot for the implementation of the Project;
- ii. The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Plot and

shall obtain requisite approvals from time to time to complete the development of the project;

- iii. There are no encumbrances upon the said society plot;
- iv. There are no litigations pending before any Court of law with respect to the society plot and/or Project except those informed to the Purchaser/s .
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, society plot and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, society plot and said building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, society plot , Building and common areas;
- vi. The 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 Purchaser/s created herein, may prejudicially be affected;
- vii. The 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 society plot, including the Project and the said Flat which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat to the Purchaser/s in the manner contemplated in this Agreement;
- ix. At the time of handing over the managing affairs and all the rights of the structure / building / plot in favour of the society the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Society;

- x. The 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 Developer in respect of the said society plot.
- xii The Developer further declares, undertakes and agrees that just in case the Municipal Corporation of Greater Mumbai and/or any authorities cancel and/or modify the floor plan where the said flat is purchased by the Purchasers in pursuance of this Agreement, and result in cancellation of the present flat and allot another flat in the building 'Mohini Castle', the Developer shall allot another flat available to the choice of the Purchaser and at the cost and expenses of the Developer execute and register another Agreement or another document by whatever nomenclature in favour of the Purchaser, having the same area with the amenities as agreed upon in the present Agreement. In such an event the Developer shall bear and pay the Stamp duty and registration fees and other allied expenses for execution of the new Agreement in lieu of the present Agreement to Sell.

28. REPRESENTATIONS AND COVENANTS OF THE PURCHASER/S:

The Purchaser/s for himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Developer as follows :-

- i. To maintain the Flat at the Purchaser/s own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Flat 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 Flat 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 Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat 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 Purchaser/s committing any act in contravention of the above provision, the Purchaser/s 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 Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat 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 Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat without the prior written permission of the Developer and/or the Society.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the society plot and the building thereon in

which the Flat 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 Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- vii. Pay to the Developer within fifteen days of demand by the 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 Flat 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 Flat by the Purchaser/s for any purposes other than for purpose for which it is sold.
- ix. The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up.
- x. The Purchaser/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats 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 Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society 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.
- xi. Till the building is handed over by the Developer to the society with all the rights thereon a conveyance of the structure of the building in which Flat is situated the Purchaser/s shall permit the 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. Under the said Development Agreement the said Society has agreed to admit the prospective purchaser/ Purchaser/ss of the residential flats/shops/ commercial premises coming to the developers 'share (being the Developers' premises), as the members of the said Society. The Developers herein agree that on receipt by the Developers from the purchaser herein of the entire consideration monies and all deposits and all other amounts payable by the purchaser hereunder and on the purchaser complying with all his/her/their obligations herein contained including taking over the possession of the said flat, the Developers shall cause the said society to admit the purchaser as member of the said society and the purchaser hereby agrees and undertakes that he/she/ they shall become a member a member of the said society on compliance with his/her/ their obligations hereunder:

- a) The Purchaser hereby agrees and undertakes that on being admitted as a member of the said society, he / she / they shall be bound and liable to abide by and observe the bye-laws rules and regulations of the said society as already framed and passed and all other rules and regulations as may be framed by the said society from time to time and the resolutions that may be passed by the said society from time to time.
- b) The Purchaser herein agrees and undertakes that he/she/they shall under no circumstances whatsoever approach or deal with the said society or communicate or carry out any correspondence, directly with the said society and/or the admitted as a member and/ or obtain the shares and/or the share certificate directly from the said society. Such communications, correspondence etc, shall be made only by the developers with the said society.
- c) The Purchaser agrees that his/her/their rights in the said premises under the Agreement herein, shall always be subject to the terms, conditions, rules, regulations, resolutions and bye-laws of the said society i.e. the Mohini Castle Cooperative Housing society Limited, and the Purchaser has agreed to abide by all of the same and

further the Purchaser agrees that he/she/ they shall not commit any violation thereof of any of them so as to put the right, title and interest of the Developers in the said property in jeopardy or do any act in violation of the Rules, Regulations, Resolutions and Bye-laws of the said Society and the statutory bodies and authorities.

xiii The Purchaser herein agrees and undertakes that the name of the building shall always be known as **"MOHINI CASTLE"** which shall not be changed at any time for any reason whatsoever.

xiv The Purchaser herein agrees that the Purchaser/s shall always have indivisible complete shares of the said Flat agreed to be acquired from the Developer. The Purchaser/s shall not be entitled to claim any partition of their shares in respect of the said Flat and/or division of the said building/s and/or the said Amalgamated property which shall always remain undivided.

xv The Purchaser herein agrees and undertakes that in the event of the registration of the new society on amalgamation of the two erstwhile societies before sale and disposal off all the flats/Unit or before utilization of the full F.S.I in the said buildings by the Developers as aforesaid, the powers and authority of the new amalgamated society so formed of the original members and the other Purchaser/s of the Flat/Units/Premises shall be subject to the overall authority, supervision and control of the Developer, overall or any of the matters concerning the said building the construction and completion thereof and all amenities pertaining to the same and in particular, but, without prejudice to the generality of the foregoing, the Developer shall have absolute authority and control as regard the unsold flats/Unit/Premises in the said building and the disposal thereof and shall also be entitled to utilize the balance and/or available F.S.I if any.

xvi The Purchaser herein agrees and undertakes that the Developers shall be at liberty to sell or mortgage or otherwise deal with or dispose off the flats/ units comprised in the Developers premises or their right, title and interest or part thereof in the said property to any person or person as they deem fit and such manner they deem fit, subject to the right of the purchaser in respect of the said premises hereby agreed to

be sold to the purchaser. The Purchaser shall in no manner take any objection to the same and gives his/her irrevocable consent for the same.

xvii The Purchaser herein agrees and undertakes that until such time, the management of affairs of the society building is handed over to the new society as aforesaid, the Purchaser/s agree to abide by all the rules and regulations framed or to be framed by the Developer at any time and from time to time and at all times and generally to do all and every reasonable acts that the Developer may call upon the Purchaser/s to do in the interest of the said property and the holders of other Units/Flats/Premises.

xix The Purchaser/s hereby covenants to abide observe and perform all the terms, conditions and stipulations as contained in the IOD & C.C., so also all other conditions stipulated and to be stipulated by the Municipal Corporation of Mumbai from time to time while granting further sanctions, approvals and permissions and accepting the building completion certificate to the buildings. The Purchaser/s hereby agree to indemnify and keep the Developer indemnified against any lapses on the part of the Purchaser/s for such compliances and observations, except in so far as the same are sought to be observed and performed by the Developer.

- a. The Purchaser/s have further expressly and specifically agreed and undertake without any reservation of any nature whatsoever that at all the time and any time hereafter:
- b. The pocket, part terrace and deck adjoining or attached to the said Flat shall not be enclosed or misused.
- c. The servant's toilets, if any shall be used only for the domestic servants of the Commercial/Flat purchasers.
- d. The structural alterations of any nature shall not be undertaken or allowed to be carried out in the said Flat.
- e. The existing water and the sewerage arrangement of the building shall not be disturbed or changed in any manner.

f. The maneuvering space for vehicles in the said amalgamated property shall not be obstructed.

g. Parking spaces of the said building shall not be enclosed and misused.

29. The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

30. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the said structure of the building is transferred to the Society until the society building & plot is handed over to the society as hereinbefore mentioned.

31. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE: After the Developer executes this Agreement he shall not mortgage or create a charge on the Flat 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 Purchaser who has taken or agreed to take such Flat. However the Developers shall be at liberty to sell or mortgage or otherwise deal with or dispose off other flats/ units comprised in the Developers premises or their right, title and interest or part thereof in the said property to any person or person as they deem fit and such manner they deem fit, subject to the right of the purchaser in respect of the said premises hereby agreed to be sold to the purchaser. The Purchaser shall in no manner take any objection to the same and gives his/her irrevocable consent for the same.

32. BINDING EFFECT : Forwarding this Agreement to the Purchaser/s by the Developer does not create a binding obligation on the part of the Developer

or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developer. If the Purchaser/s fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

33. ENTIRE AGREEMENT : This Agreement, along with its schedules and annexure's, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/plot/building, as the case may be.

34. RIGHT TO AMEND : This Agreement may only be amended through written consent of the Parties.

35. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S / SUBSEQUENT PURCHASER/S : 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 Purchaser/s of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

36. 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.

37.METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT : Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s (s) in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flats in the Project.

38.FURTHER ASSURANCES : Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

39.PLACE OF EXECUTION : The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser/s, in after the Agreement is duly executed by the Purchaser/s and the 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 MUMBAI.

40.The Purchaser/s and/or 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 Developer will attend such office and admit execution thereof.

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

Name of Purchaser/s :

Address

Notified Email ID: _____

Name of Developer : M/s Mohini Sheltors Pvt. Ltd.

Address : Kumar Harshavardhan, Plot No. 6, Juhu Versova Link
Road, 4 Bungalows, Andheri West, Mumbai 400 053

Notified Email ID: _____

42. It shall be the duty of the Purchaser/s and the 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 Developer or the Purchaser/s, as the case may be.

43. JOINT PURCHASERS : That in case there are Joint Purchaser all communications shall be sent by the Developer to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

44. Stamp Duty and Registration : The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/s.

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

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

FIRST SCHEDULE OF THE MOHINI CASTLE PROPERTY

ALL THAT piece and parcel of land bearing Plot No. 581 and 582 of TPS III having respective area admeasuring 744.10 sq. meters, plus 714.90 sq. meters, total aggregating to 1459.00 sq. meters along-with the structures

standing thereon, situate lying and being at CTS No. F/1530 and F/1531, of Village Bandra Taluka Andheri in the Registration District and Sub-district of Mumbai Suburban and bounded as under.

Towards North by : Land bearing CTS No. F/1526
Towards East by : D.P Road known as 3rd Road
Towards West by : Land bearing CTS No. F/1529 & 1532
Towards South by : Land bearing CTS No. F/1534

THE SECOND SCHEDULE - THE FLAT PURCHASED

The Purchaser/s hereby agrees to purchase from the Developers a premises being Flat No. ____ on the ____ floor admeasuring about ____ sq ft carpet in the building known as “**Mohini Castle**” proposed on the said property bearing C.T.S No. F/1530 and F/1531 and more particularly described in the First schedule hereinabove and shown on the attached plan herein,

THE THIRD SCHEDULE - PAYMENT SCHEDULE

The total lump-sum agreed sale price of **Rs. _____/= (Rupees _____ only)** being the full and final payment of the consideration and or sale price of the said Flat.

On execution of this Agreement, the Purchaser has paid a sum of **Rs. _____/= (Rupees _____ only)** being the part of agreed consideration and **(Rupees _____ only)** shall be paid to the Developer by the Purchaser as mentioned hereunder is exclusive of Stamp duty, registration charges, GST and other taxes, charges, levies, etc, as applicable.

Payment Schedule

Total Value in Rs.		
	%	Amount Payable
Advance	10.00%	
1st Slab	5.00%	
2nd Slab	5.00%	
3rd Slab	5.00%	
4th Slab	5.00%	

5th Slab	5.00%	
6th Slab	5.00%	
7th Slab	5.00%	
8th Slab	4.00%	
9th Slab	4.00%	
10th Slab	4.00%	
11th Slab	4.00%	
12th Slab	4.00%	
13th Slab	4.00%	
14th Slab	4.00%	
15th Slab	4.00%	
16th Slab	4.00%	
Brick-work-Plaster	4.00%	
Plumbing & Electrical Work	4.00%	
Flooring/ Tiling/Kitchen Work	4.00%	
Doors/Windows/POP Work/ Painting	4.00%	
Possession	3.00%	
Total	100.00%	

LIST OF ANNEXURES

- ANNEXURE 'A' : Copy of Final order of the Dy. Registrar dated 21.01.1996
- ANNEXURE 'B' : Copy of I.O.D. issued by M.C.G.M.
- ANNEXURE 'C': Copy of C.C issued by M.C.G.M
- ANNEXURE 'D' : Copy of Lay out plan of the building
- ANNEXURE 'E': Copy of Title Certificate issued by Adv. Adesh K. Chaturvedi of M/s Legal Ikon & Associates.
- ANNEXURE 'F': Copy of Floor Plan with specifications of the said Flat.
- ANNEXURE 'G': Copy of Registration Certificate under RERA
- ANNEXURE 'H': List of fittings and amenities being provided.

Dated this ____ day of _____ 2017.

IN WITNESS WHEREOF THE PARTIES hereto set and subscribed their respective hands and seals the day and the year first hereinabove written.

SIGNED, SEALED AND DELIVERED)

By with-in-named **"THE DEVELOPER"**)

M/s MOHINI SHELTERS PRIVATE LIMITED)

in the presence of)

1.

2.

SIGNED, SEALED AND DELIVERED)

By with-in-named **"THE PURCHASER/S"**)

)

)

in the presence of)

1.

2.