

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Mumbai this _____ of _____, in the Christian Year Two Thousand and Twenty-Four (2024);

BETWEEN

M/S. REFORM REALTY, a Partnership Firm registered under the provisions of Indian Partnership Act, 1932, having its registered office address at S -1, 2nd Floor, Pinnacle Business Park, Mahakali Caves Road, Shanti Nagar, Andheri (East), Mumbai-400093, through its Authorized Partner Mr. Hamza Fazal Sarang / Mr. Tarique Munawwar Rizvi, hereinafter referred to as the **"DEVELOPERS"** (*which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the said Firm and the heirs, executors, administrator of the last surviving partner*) of the **FIRST PART**;

MR. AFZAL IQBAL SHAHBAZKER presently residing at A-241, Naperol Tower, Rafi Ahmed Kidwai Road, Wadala, Mumbai-400031, being the "Owner", hereinafter called the **"CONFIRMING PARTY"** (*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 **SECOND PART**;

MR. VIJAY NARAYAN CHAVAN, Indian Inhabitant/s having her address at Flat no. 1/172, Raheja Township, Quarry Road, Malad east, Mumbai 400097, hereinafter referred to as the "Purchasers" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns) of the **THIRD PART**.

AND

MRS. VEENA VIJAY CHAVAN, Indian Inhabitant/s having her address at Flat no. 1/172, Raheja Township, Quarry Road, Malad east, Mumbai 400097, hereinafter referred to as the "Purchasers" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns) of the **FOURTH PART**.

WHEREAS:

- A.** By virtue of a Deed of Gift dated 26th October, 2010, registered with the Office of Sub-Registrar of Assurances at Bandra, under Serial No. BDR-11/09792 of 2010, dated 26th October, 2010, the Donors therein did thereby, granted, conveyed, transferred and assured the property situate, lying and being at Plot No.40, Pushpa Park, Datta Mandir Road, Kurar Village, Malad (East), Mumbai-400097 bearing CTS No. 162, 162/1 to 162/1, 162/2, 162/3, 162/4, 162/5, 162/6, 162/7, 162/8, 162/9, 162/10, 162/11 & 162/12, in the Registration District and Sub-district of Mumbai, admeasuring **635.30 Sq. Mts.** or thereabouts fully occupied by 22 (twenty two) **Tenants** together with the buildings known as **“Mariam Manzil”** standing thereon, more particularly described in the **First Schedule** of Property hereunder written, shown in Red color boundary line on the plan annexed hereto as **Annexure-“A”**, (hereinafter called **“the said property”**) unto and to the use of the **“Owner”/“Confirming Party”** herein, absolutely and forever;
- B.** There were in all 22 (twenty-two) Tenants/Occupants, (hereinafter collectively referred to as the **“Tenants”**) occupying 22 (twenty two) residential Premises on the Ground Floor and 1st to 3rd Floor of the building, occupying an aggregate area of about 5660.00 **Sq. Ft.** (Carpet) area in the said existing building, popularly known as **“Mariam Manzil”**;
- C.** The said building structure was constructed approximately more than **65 years** ago and was in a dilapidated condition, which required extensive repairs. However, the building being in a dilapidated and dangerous conditions, all the Tenants have already vacated their respective Tenanted Premises and shifted to alternate premises and the said Building has been demolished;
- D.** The Confirming Party being the absolute Owner of the said Property and also one of the Partner of the Developers Firm viz. **Reform Realty** under the Deed of partnership dated 19th June, 2021, have decided to construct a proposed new building thereon, on the said Property as per the Plans as may be approved by the Competent Authority within the parameters of the MCGM laws and Development Control & Promotion Regulation-2034, (DCPR-2034) to be known as **“REFORM RESIDENCY”** (hereinafter referred to as **“the said New Building”**) of ground / stilt and Nine Floors or as many upper floors on the said property as may be permissible by the Municipal Corporation of Greater Mumbai (MCGM) in accordance with the approved Plans as may be amended from time to time by the concerned authorities and by utilizing the plot FSI, Fungible FSI and the TDR- FSI relating to and arising out of the said land including the setback area available under the Development Control & Promotion Regulation-2034, (DCPR-2034) and the area as may be available in accordance with the rules and regulations and as sanctioned by the concerned authorities for construction on the said property inclusive of all permissible areas, area available by payment of premium such as staircase etc., and selling and allotting the premises in the said new building to the proposed Purchasers after allocating residential premises to each existing 22 Tenants a self-contained Residential Premises in the said New Building of an area equivalent to their existing Carpet Area or thereabout as and by way of Permanent Alternate Accommodation;

- E.** The Tenants of the said existing building/structure are willing to explore the feasibility of redevelopment of the said property through the “Developers”. It is unanimously decided by the Tenants to accept the said proposal of the Owner and the Developers to develop/redevelop the said plot of land along with the existing building/structure, by constructing a proposed new building on the said property, to be known as **“REFORM RESIDENCY”**.
- F.** To enable the “Developers” to reconstruct a new building in accordance with the sanctioned plans, the Tenants have already given their respective Individual Irrevocable Consent in favor of the Owner, being one of the Partner of the Developers and have further agreed and undertaken to co-operate with the Developers in consideration of the “Developers” re-allotting to each of the Tenants, a residential premises equivalent to the size of their existing Tenanted premises as and by way of Permanent Alternate Accommodation in lieu of their Tenanted Premises, on Ownership basis, free of costs as per the approved plan, in the proposed new building to be constructed by the “Developers” on the said property;
- G.** In the aforesaid background, the Developers herein are authorized and empowered to develop the said property by demolishing the existing building known as “Mariam Manzil” and reconstructing thereof a proposed new building by utilizing and consuming the entire FSI including TDR-FSI available in respect of the said property to the utmost extent by way of concession and/or payment of premium and setback area and by consuming the outside TDR-FSI available under any head thereon under the provisions of Development Control and Promotion Regulation for Greater Mumbai, 2034, (DCPR-2034) upon providing the free of cost, residential Apartments with the amenities equivalent to as provided in the Agreement with the Individual existing tenants and to hold and to sell and transfer or otherwise dispose of the balance Apartments / Flats in the proposed New Building to be constructed on the said Property, for the price and terms and conditions as the Developers may think fit and proper and to appropriate Sale proceeds thereof, without any reference to the Tenants, including, to execute Agreement for Sale and other Documents of Flats, and Register the same in the relevant office of the Sub-Registrar of Assurances at Mumbai, upon terms mentioned herein;
- H.** On an application made by the “Owners/Developers”, Mumbai Municipal Corporation has issued Intimation of Disapproval (IOD) dated 30.12.2021, bearing No. P/7754/2021 and Commencement Certificate (CC) dated 02.03.2022 in respect of the plans for redevelopment of the said Property;
- I.** All the Tenants/occupants in the said “existing building” having vacated their respective flats and the said existing building since been demolished which existed on the said property, the Owners/Developers have taken up construction of the proposed New Building in terms of the sanctioned Plan;
- J.** The “Developers” have appointed **Mr Oosama Farooq Sarang** of M/s. SARANG ARCHITECTS, as their Architects for the said Project;

- K.** The “Developers” have appointed **Z. Z. CONSULTANTS**, as Structural Engineer for the purpose of preparation of the Structural Designs and Structural Drawings of the proposed New Building to be constructed/under construction on the said property and the “Developers”, declare that they shall accept the professional supervision of the Architect and the Structural Engineer till completion of the building/s structures in the course of Development of the said Property;
- L.** Title to the said Property is clear and marketable and as per the Title Certificate issued by **M/s K. R. PAREKH & CO**, the said Property is, in and under the legal Ownership of the “Developers” herein;
- M.** The “Developers” have obtained necessary approvals of the plans, specifications, elevations and sections of the buildings to be constructed on ‘the said property’ from the concerned local authorities. While sanctioning the said plans, the concerned local Authorities have laid down various terms, conditions stipulations and restrictions which are more particularly contained in the Intimation of Disapproval [IOD] which are to be observed and complied by the “Developers”, while developing “the said Property” and upon due observance and performance of which only, the Occupation and/or Completion certificates in respect of the said building/s under construction has been granted by the concerned Local Authority/ies. The Developers have given due undertakings and declarations to so comply with and perform the said conditions;
- N.** The authenticated copies of the Floor Plans and specifications of the Flat agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as **Annexure- “B”**;
- O.** The Developers have got some of the approvals from the concerned local authority(s) to the Plans, 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 Building Completion Certificate or Occupancy Certificate of the said Building;
- P.** The Developers have registered the Project A as a “Real Estate Project” as defined in RERA with the Real Estate Regulatory Authority at Mumbai bearing Registration **No. P51800046014**. The authenticated copy of the RERA certificate for the Project is annexed here.
- Q.** The Developers have accordingly commenced construction of the proposed New Building known or to be known as "REFORM RESIDENCY" on the said Property, (hereinafter referred to as the said “**New Building**”) as per Plans and specifications sanctioned by the Municipal Corporation of Greater Mumbai;
- R.** The “Developers” have started selling Apartments/Shops in "the said New Building", to the intending Purchaser/s by entering into an Agreement for Sale, on what is commonly known as “Ownership Basis” in the form of these presents, prescribed under the provisions of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Rules 3 & 4 of

Maharashtra Ownership Flats Rules, 1964. (Hereinafter for brevity's sake referred to as "the said Act" and "the said Rules");

- S.** The Purchasers has/have approached, the Developers for allotment of the **FLAT BEARING NO. 905 HAVING RERA CARPET AREA OF 275.00 SQ.FT.** on the Ninth Floor of the Building known as "REFORM RESIDENCY" being constructed on the said Property. In this regard, the Purchasers has/have demanded from the Developers, and the Developers have given to the Purchasers, inspection of the documents and records relating to the Project Land, and the Plans, Approvals and other documents as specified under RERA, as required to be disclosed including all the original documents of Title to the said Property including (i) Property Cards (ii) Title Certificate (iii) Intimation of Disapproval I.O.D. (iv) Commencement Certificate (v) Sanctioned plan, Site plan and floor plan as sanctioned and (vi) Undertakings given to the authorities by the "Owners/Developers" in terms of the IOD and other documents specified under the Maharashtra Ownership Flats (Regulation of the Promoters) Act, 1963 (hereinafter referred to as "the said Act") and the Rules made thereunder. Copies of (i) Property Cards (ii) Title Certificate (iii) Intimation of Disapproval I.O.D. (iv) Commencement Certificate as approved by the concerned Local Authority have been annexed here.
- T.** The Purchasers has/have satisfied himself/herself/ themselves/ itself in respect thereof, including the title of the said Property, Reform Realty's right to develop the said Project Land, and the status thereof.
- U.** Based upon the agreements, confirmations and undertakings of and applicable to the Purchasers herein, including to observe, perform and comply with all terms, conditions and provisions of this Agreement, the Developers have agreed to allot and sell the Apartment to the Purchasers, strictly upon and subject to the terms, conditions and provisions hereof;
- V.** The Purchasers hereby expressly confirm/s that he/she/they has/have entered into this Agreement with full knowledge, implication, effect etc. of various terms and conditions contained in the hereinbefore recited Agreements, Power of Attorney, documents, plans, orders, schemes including the rights and entitlements available to and reserved by the Developers contained in this Agreement;
- W.** Under Clause 4 of the Maharashtra Ownership Flats Act, 1963, the "Developers" are required to execute a written Agreement for Sale of the said Apartment to the Purchaser being in fact these presents and also to register this Agreement under Registration Indian Act, 1908;

NOW IT IS HEREBY AGREED, BY AND BETWEEN THE PARTIES AS FOLLOWS:-

ARTICLE 1 - DEFINITIONS & INTERPRETATION:

1.1 DEFINITIONS:

1.1.1 "Aggregate Payments" means all amounts, charges, deposits, interest, damages, liabilities, contributions including fund contributions and corpus, etc., including the Purchase Price, Interest, Liquidated Damages, Other Charges & Deposits, Other Reimbursements/Amounts Payable On Termination, transfer

charges, premiums, penalties and Taxes payable, agreed to be paid, and/or required to be paid by the Allottee/s herein and in relation to, and/or in pursuance of, the Agreement for Allotment and Sale herein.

1.1.2 "Agreement" means this Agreement, including all recitals and schedules herein and all annexure hereto, and also includes any modification hereof reduced to writing and executed by the duly authorized representative/s of the Developers and by the Purchasers, which writing shall be expressed to be supplemental to, or as a modification or amendment of, this Agreement.

1.1.3 "Purchasers Event of Default" includes the occurrence of all or any of the following events:

(i) The Purchasers delaying, or committing default in making, and/or failing, refusing, or neglecting, to make payment of any of the Aggregate Payments, or any part/s thereof on or before respective due dates; and/or

(ii) The Purchasers committing any breach or default of, or not being in observance, performance, or compliance with any of the terms, conditions, covenants, undertakings, representations and/or warranties contained in this Agreement, and/or as given by him/her/them/it under this Agreement, and/or of any Approvals and/or Applicable Law, etc.; and/or

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

(iv) The Purchasers receiving any notice from Governmental Authority, and/or any Foreign State or Government, and/or any authorities of any Foreign State or Government, under any laws, rules, or regulations, and/or the Purchasers involvement in any money laundering and/or illegal activities, and/or the Purchasers being declared to be proclaimed offender/s and/or a warrant being issued against him/her/them/it under any laws, rules, or regulations.

1.1.4 "Apartment" means the proposed residential dwelling unit in the Project, which is shown on the typical floor plan thereof annexed hereto and marked **Annexure-"B"** and which is more particularly described in the Third Schedule hereto.

1.1.5 "Apartment Amenities" means the amenities, fixtures and fittings proposed to be provided in the Apartment, as listed in the Statement annexed here.

1.1.6 "Applicable Law" includes all laws, rules, regulations, development control rules and regulations including the orders, judgments, decrees, ordinances, guidelines, notices, notifications, schemes, Government Resolutions (GRs) and directions, the Approvals, and the terms and conditions thereof, as may be issued, or imposed, or required, or mandated, in any manner by any Governmental Authority, or courts of law, or judicial or quasi-judicial bodies or authorities, and as

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

1.1.7 "Approvals" includes all approvals, permissions, sanctions, licenses, and no objection certificates/letters, by whatever name called, obtained, in the process of being obtained, and to be obtained, under Applicable Law, as the Developers may consider necessary and expedient, and/or as required by any Governmental Authority, inter alia, in relation to the development of the Project and/or, inter alia, in relation to the Project Land, or any part thereof, and includes specifically: (1) the Plans sanctioned in respect of the Project, and (2) the Commencement Certificate issued by the MCGM in respect of the Project, copies whereof are annexed hereto together with all further Commencement Certificates and other approvals, permissions, sanctions, licenses, no objection letters/certificates, and together with renewals, extensions, revisions, amendments and modifications thereof, from time to time, as the Developers may consider necessary and expedient, or for the betterment of the Project in its discretion, and/or as required by the MCGM and/or MHADA, and/or any Governmental Authority.

1.1.8 "Booking Amount" means the Earnest Money/Deposit payable to the Developers.

1.1.9 "Carpet Area (RERA) means the proposed Carpet area of the Apartment stated in the Statement hereto presently determined on the basis of the net usable floor area of the Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or Veranda area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment and is as per RERA.

1.1.10 "Common Areas & Amenities" means the areas, amenities, utilities and facilities to be developed upon the Project Land, which may be available with or without utilization of the Development Potential of the Project Land which are intended for the common use of, inter alia, the allottees, purchasers and occupants from time to time of Premises in the Project, and more particularly described in the Statement annexed hereto and marked Annexure-'E'. Common Areas & Amenities include stilts and other necessary amenities, but exclude Limited Common Areas & Amenities and Vehicle Parking Spaces, other than Open Parking Spaces.

1.1.11 "Construction Defects" means defects in the materials used in the construction of the Project which would result in the failure of a component part thereof or result in damage thereto; and shall always exclude:-

- (i) Wear and tear, loss or damage due to a Force Majeure Event;
- (ii) Minor changes/cracks on account of any variation in temperature/weather, misuse, unauthorized or non-permitted alterations, renovations or repairs;
- (iii) Any defector damage caused by any act, omission, negligence, and/or failure to undertake proper and effective care and maintenance as a prudent person would;

- (iv) Any defect or damage is found to have been caused due to the negligence of the Purchasers or any other purchaser / allottees / occupants or his/her/their agents; and
- (v) Structural defects caused or attributable to the Purchasers including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load or using the Apartment other than for its intended purpose or such other reasons attributable to the Purchasers.

1.1.12 "Date of Offer of Possession" means the date of the written communication to be addressed by the Developers to the Purchasers, under which the Promoter shall offer possession of the Apartment which is currently estimated by the Developers, to be 31/05/2024 hereto, subject to Force Majeure Event.

1.1.13 "Development Potential" means the entire current, enhanced, future and estimated /projected /envisaged, FSI/ FAR, premium /paid FSI, fungible FSI, incentive /additional/compensatory FSI, floating FSI, DR, TDR, and other development potential, benefits, potential, yield, and/or advantages, and/or as may be available on any account whatsoever, and/or any other rights and/or benefits of any nature whatsoever, and by whatever name called or may be, available, or acquired, under any Applicable Law, or otherwise howsoever, including by way of hand over and/or transfer, to any Governmental Authority or other persons, of any or all of the Reservations, amenity spaces, set-back areas or any other part/s of the Project Land. The areas that will be available, with or without payment of any premium/charges, to be utilized in:

- (a) Open/enclosed/dry/utility balconies and exclusive terraces, cupboard niche;
- (b) Limited Common Areas & Amenities;
- (c) Common Areas& Amenities; and
- (d) Vehicle Parking Spaces, are and will be in addition to the Development Potential.

1.1.14 "Entity & Organization" means a Co-operative Society registered under the provisions of Maharashtra Co-operative Societies Act 1960, and/or any other entity, organization, association, or body, referred to in, or permitted under, RERA. Presently it is contemplated by the Developers that the Entity & Organization to be formed and registered for Project shall be a Co-operative Society.

1.1.15 "FSI" or "FAR" means Floor Space Index or Floor Area Ratio.

1.1.16 "Force Majeure Event" includes any:

- (i) Event or condition of force majeure, acts of God, wars, police actions, or hostilities (whether declared or not), invasions, acts of foreign enemies, rebellions, terrorism, revolutions, insurrections, military or usurped powers, civil wars disturbance, riots, commotions disorders, strikes, lockouts, munitions of war, explosive materials, ionization, radiation or contamination by radioactivity, epidemics/pandemics, and natural calamities/ catastrophes, such as, but not

limited to, earthquakes, hurricanes, typhoons, volcanic activities or adverse climatic conditions;

(ii) Breach, delay or default of the Purchaser/s/Allottee/s in complying with his/her/their/its obligations, duties and liabilities under this Agreement and/or the Applicable Law;

(iii) Hindrance, interference, or obstruction, suffered by the Developers in relation to the Project Land, or any part thereof;

(iv) Claim, dispute, litigation, notice, order, prohibitory order, judgment, decree, rule, regulation, circular, notification or directive (including imposing of lockdown or curfew), and/or policies of, any Governmental Authority or other person/s and/or terms and conditions of any Approvals, which affects the Project Land, and/or the development thereof;

(v) Delay or refusal in issue of any Approvals, including occupation certificate/s, as may be required in respect of any of the Project, and/or the Common Areas & Amenities to be issued by any Governmental Authority;

(vi) Supply chain disruptions;

(vii) Shortages in supply or availability of construction materials (including sanitary ware, fixtures and fittings) or labor / workmen

(viii) Circumstances or conditions beyond the control of the Developers; and

(ix) Any other circumstances that may be deemed reasonable by the Governmental Authority.

1.1.17 "Governmental Authority" means the Government of India, the State Government of Maharashtra, and any local or other government, and any ministry, department, agency, officer, commission, court, tribunal, judicial or Quasi-judicial body or authority, statutory or public authority or body, or other body or person exercising executive, legislative, judicial, regulatory or administrative functions of a government; and includes the MHADA, MCGM, the Collector of Mumbai, the City Survey Office, the Real Estate Regulatory Authority constituted by the State Government of Maharashtra under RERA, and any other concerned bodies or authorities.

1.1.18 "Interest" shall mean interest payable by Purchaser/s/Allottee/s to the Developers or by the Developers to the Purchaser/s/Allottee/s, as the case may be, at the rate of 2 (two) per cent above the State Bank of India highest Marginal Cost of Lending Rate Provided in case the State Bank of India Marginal Cost of Lending Rate is not in use then interest shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

1.1.19 "Limited Common Areas & Amenities" means and includes staircases, lifts, lobbies, and common passages on each floor/level, services ducts, garbage chutes, fire evacuation device, entrance lobbies, meter room, letter box room/area and room/area for various services, garbage collection area and other necessary amenities, if any, which may be available with or without the utilization of the Development Potential within the structure of Project. Limited Common Areas & Amenities shall always exclude Common Areas & Amenities, vehicle parking spaces, independent areas and utility areas in the Project.

1.1.20 "Liquidated Damages" means the pre-estimated liquidated damages payable by the Purchaser/s/Allottee/s to the Developers, which shall be equivalent to ten per-cent of the Purchase Price, which the Parties have considered, and mutually agreed, to be reasonable and not as a penalty.

1.1.21 "Parking Space/s" means the vehicle parking spaces referred to in the Statement. The location and the designated number of the Parking Space/s will be determined by the Developers and notified (in writing) to the Purchasers on or before the Date of offer of Possession.

1.1.22 "Plans" means the plans, drawings and layout as currently approved and sanctioned by the MHADA, MCGM and concerned Governmental Authority in respect of the Project Land, and includes plans, drawings and layouts as may, from time to time, be submitted by the Developers in its discretion, in respect of the Project and/or parts thereof, and/or as may be sanctioned and approved from time to time in respect of the Project; together with any amendments, alterations, modifications, additions, extensions, renewals, etc. in respect thereof as the Developers may consider necessary and expedient, in its discretion, and/or as may be required by any Governmental Authority.

1.1.23 "Premises" means an area, or space, designated by the Developers in its discretion, for residential and/or any other uses.

1.1.24 "Project" means the development and construction of the building known as 'REFORM RESIDENCY' (as per Approvals and Radiance as per RERA registration), currently proposed up to NINE habitable floors, including the Limited Common Areas & Amenities related thereto.

1.1.25 "Project Completion" means and includes:

- (i) Completion of the entire construction of the Project; and
- (ii) Receipt of occupation certificate in respect of the Project.

1.1.26 "Project Land" means Plinth area of the building structure of Project.

1.1.27 "Purchase Price" means the purchase price and consideration payable by the Purchasers to the Developers.

1.1.28 "RERA" means the Real Estate (Regulation and Development) Act, 2016 and the Rules made there under, including the applicable Maharashtra Real

Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017 and such amendments, enactments, modification including orders, regulations, circulars and notifications issued by the Governmental Authority from time to time.

1.1.29 "Taxes" means all present, future, and enhanced taxes, imposts, dues, duties, impositions, fines, penalties, etc., by whatever name called, imposed/levied under any Applicable Law, and/or by Governmental Authority, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or the Apartment, and/or the Parking Space/s, and/or this Agreement, and/or upon the Purchase Price and/or any or all of the Interest, Liquidated Damages, Other Reimbursements / Amounts Payable on Termination, other Charges & Deposits, transfer charges, premiums, penalties together with all other amounts, charges, deposits, damages, liabilities, contributions including fund contributions and corpus, etc., as referred to herein, and agreed to be paid and/or required to be paid by the Purchasers herein in relation to, and/or in pursuance of the Agreement for Allotment and Sale herein, and/or upon the Entity & Organization to be formed in respect of the Project, and/or in respect of the documents and writings to be executed in their favour, as contemplated herein, and/or otherwise; and includes service tax, Goods And Services Tax (GST), education tax/cess/charges, value added tax (VAT), local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, imposts, interest, impositions, levies, or charges, in relation thereto, that is/are imposed or levied by any Governmental Authority.

1.1.30 "TDR" means Transferable Development Rights.

1.1.31 "TDS" means Tax Deducted at Source, under the Income Tax Act, 1961.

1.1.32 "TDS Certificate" means a Certificate evidencing payment of TDS, presently in Form 16B under the Income Tax Act, 1961.

1.2 The recitals, schedules and annexures in and to this Agreement form an integral part of this Agreement, and in the interpretation of this Agreement and in all matters relating to the agreement herein, this Agreement shall be read and construed in its entirety.

1.3 IN THIS AGREEMENT:

1.3.1 Unless the subject or context otherwise requires, reference to the word "include", "includes" or "including" shall be construed as without limitation.

1.3.2 Reference to the terms "herein", "hereto", "hereof", or "thereof", and any other similar terms refer to this Agreement and not to the particular provision in which the term is used, unless the subject or context otherwise requires.

1.3.3 Reference to any one gender, masculine, feminine, or neutral, includes the other two, and the singular includes the plural and vice versa, unless the subject or context otherwise requires.

1.3.4 Reference to an “amendment” includes a supplement, modification, novation, replacement, or re-enactment, and the term “amended” is to be construed accordingly unless the subject or context otherwise requires.

1.3.5 Bold typeface, headings and titles are used for convenience of reference only and shall not affect the construction of this Agreement, and/or limit, extend, or define any of the terms, conditions and provisions hereof.

1.3.6 When any number of Days is prescribed in any document, the same shall be reckoned exclusively of the first and inclusively of the last Day.

1.3.7 Wherever the Purchaser/s/Allottee/s has/have confirmed, and/or accepted, and/or acknowledged, and/or agreed to, and/or given any undertaking in respect of, any act, deed, matter, thing, item, action, or term or provision of this Agreement, the same means, and shall be deemed to mean, the irrevocable and unconditional confirmation, acceptance, acknowledgement, agreement, undertaking, declaration, representation and warranty on the part of the Purchaser/s/Allottee/s, in respect of, and/or in relation, to such act, deed, matter, thing, item, action, or provision.

1.3.8 Wherever reference is made to “Purchasers” in this Agreement the same means, and shall be deemed to mean, the respective heirs, executors, administrators, successors, and assigns, as the case may be of such “Purchasers”.

1.3.9 Wherever reference is made to the “discretion of the Promoter”, or “Promoter’s discretion”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the sole, absolute and unfettered discretion of the Promoter, which irrevocably binds the Allottee/s and all other concerned persons, and which shall not be called into question, and/or challenged, and/or disputed in any manner, on any grounds whatsoever, by the Allottee/s and all concerned persons.

1.3.10 Wherever reference is made to the “entitlement” of the Promoter, and/or the Promoter being “entitled”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the full complete, absolute, exclusive and unfettered entitlement and liberty of the Developers in its sole discretion, over, and/or in relation, to the act, deed, matter, or thing in question.

1.3.11 Time is of the essence in respect of the performance by the Purchasers of all their obligations, including financial obligations. If any time period specified herein is extended in writing by the Promoter in its discretion, such extended time period shall also be of the essence.

1.3.12 All Aggregate Payments shall be paid by the Purchasers on or before the due dates for payment thereof, and/or as demanded by the Developers, without any delay, demur, default, dispute, or deduction, whatsoever.

1.3.13 References to recitals, articles, clauses, schedules and annexures shall be reference to the recitals, articles, clauses, schedules and annexures contained in, or annexed to, this Agreement, as the case may be.

1.3.14 References to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations as they may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision.

ARTICLE 2 – AGREEMENT FOR ALLOTMENT & SALE:

2.1 Subject to and upon the terms, conditions and provisions hereof, including payment by the Purchasers of the Aggregate Payments, the Developers hereby agree to allot and sell to the Purchasers, and the Purchasers hereby agree/s to purchase and acquire from the Developers, on what is commonly known as “ownership basis” in terms of Applicable Law, the Apartment as mentioned in terms of Article of this Agreement, the use, as an amenity attached to the Apartment, of the Parking Space/s, solely and exclusively for the parking of the Purchasers two-wheelers/four-wheelers (light motor vehicles), and for no other purposes whatsoever.

2.2 Apartment Amenities the Developers shall install and/or provide the Apartment Amenities listed in the Statement annexed hereto and marked Annexure-‘F’, in, and/or in respect of, and/or in relation to, the Apartment.

2.3 The Purchasers has/have been informed and is aware that:(i) all natural materials that are to be installed in the Project and/or the Apartment, and/or that form a part of the Apartment Amenities, including, marble, granite, natural timber etc., contain veins and grains with tonality differences, and their non-conformity, natural discoloration, or tonal differences/variations at the time of installation will be unavoidable;(ii) the warranties of equipment, appliances and electronic items installed in the Apartment by the Developers shall be as per the standard warranties provided by the manufacturer only and accordingly any defect in such equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system/equipment installer/manufacturer only and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contracts shall be obtained by the Purchasers; and (iii) the equipment, appliances and electronic items installed and forming a part of the Apartment Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, appliances and electronic items are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void.

2.4 The Purchasers has/have been informed and is aware that:(i) the warranties of equipment, machinery and various other facilities installed by the Developers in the Project shall be as per the standard warranties provided by the manufacturer only and accordingly any defect in such equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system /equipment installer /manufacturer only and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non comprehensive annual maintenance contracts shall be obtained by the allottees and/or Entities & Organizations as the case may be. (ii)the equipment, machinery and various other facilities which form a part of Common Areas & Amenities and Limited Common Areas & Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, machinery and various other facilities are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void.

ARTICLE 3 - PURCHASE PRICE:

3.1 (a) The Purchasers agree/s and undertake/s to pay to the Developers, the Purchase Price in installments, strictly in accordance with the schedule of payment set out hereinafter and in terms of and subject to the terms and provisions of this article, or within fifteen (15) Days from the date of a written demand being made by the Developers, as directed by it. All payments shall be made by Cheques and/or Pay Orders/Demand Drafts, drawn in favour of the Developers, or if directed by the Developers, in its discretion, by direct Bank Transfer/RTGS/ NEFT deposited by the Purchasers in the Developer's Bank Account, along with the applicable Taxes thereon; subject to deduction of applicable TDS. As per the Income Tax Act, 1961 TDS is presently 1% (one per cent) of all amounts to be paid to the "transferor", that is, in the present case, to the Developers (in installments or otherwise), which TDS shall be deducted by the Purchasers at the time of making payments and remitted in Government account in accordance with the provisions of Income Tax Act, 1961.

(b) The Purchasers agree/s and undertake/s to deliver to the Developers, an original TDS Certificate, by the expiry of seven (7) Days from the date of each payment of TDS made by the Purchasers. Without prejudice to non-payment of TDS, and/or the non-delivery of TDS Certificate/s as aforesaid, being Purchasers Event of Default, the Purchasers shall be liable to deposit with the Developers, an amount equivalent to the unpaid TDS along with Interest, on or before the Date of Offer of Possession. On the Purchasers producing the TDS Certificate and the Developers receiving the credit for the TDS, the deposit amount shall be refunded after deducting Interest therefrom in respect of for the period of delay in payment of TDS by the Purchasers to the Government Authority.

3.1.1 The Purchasers further confirm/s that he/she/they/it has/have voluntarily and willingly paid the Booking Amount and other instalments of the Purchase Price to the Developers on or prior to the execution of this Agreement.

3.1.2 The Purchasers hereby agree to purchase from the "Developers", and the "Developers" hereby agree to sell to the purchaser/s Apartment No. 905 admeasuring about 275.00 Sq. Ft. (Rera Carpet area) i.e. 25.55 Sq. Mts; on Ninth floor of the Building known as "REFORM RESIDENCY" shown in Red Color on a Floor wise plan being Annexure-"B" annexed hereto in the "the said New Building" (hereinafter referred to as the "said Apartment") along with the Amenities, as per details mentioned hereto, more particularly described in the **Second Schedule** hereunder written, in consideration of an aggregate sum of **Rs. 44,00,000/- (Rupees Forty-Four Lakh only)** including GST and proportionate price of Common Areas and facilities appurtenant to the said Flat. The "Developers" affirm and confirm that the "Developers" have absolute right to sell and dispose of the subject Apartment agreed to be sold to the Purchasers herein.

3.1.3 It is hereby mutually agreed upon by and between the parties hereto that the consideration amount or purchase price of **Rs. 44,00,000/- (Rupees Forty-Four Lakh only)**. Goods and Service Tax @ 1 % shall be paid by the Developers.

Rs. 05,00,000/- (Rupees Five Lakh only) paid as Booking Amount/ Part Payment towards agreed amount of Consideration. (The payment and receipt whereof the Owners/Developers hereby admit and acknowledge);

The remaining balance Full and Final Consideration amount of **Rs. 39,00,000/- (RUPEES THIRTY-NINE LAKHS ONLY)** shall be paid by the BANK/FINANCIAL INSTITUTION, or else through cheques /RTGS before Possession.

The TRANSFEROR hereby admits that the balance remaining full and final consideration amount of **Rs. 39,00,000/- (RUPEES THIRTY NINE LAKHS ONLY)** for the sale of above said Flat, will be paid by the TRANSFEREES (through a bank loan) to the TRANSFEROR within 45 (Forty Five) days from the date of registration of this Agreement for sale and in case the TRANSFEREES fail to make balance Full and Final consideration amount payment on or before 45 (Forty Five) days then both the parties agrees that this Agreement is cancel at that time the TRANSFEROR can sell the said Flat premises along with all the rights to some other party after executing cancellation deed between parties and the TRANSFEREES shall be entitled to refund all the money from the TRANSFEROR and the TRANSFEROR shall be entitled to claim back the vacant and peaceful possession of the said Flat premises from the TRANSFEREES or mutually decided between the parties.

Each of the aforesaid installments of the purchase price shall be paid, duly and punctually, without any claim or deduction, time being essence of the contract in respect of each such installment or payment. The Purchaser/s confirm that no interest in the said Flat, is intended, to pass or shall be deemed to have passed, in favour of the Purchaser/s, until the full payment of the purchase price and all other amounts, due under this Agreement shall have been fully paid up, by the Purchaser/s.

ARTICLE- 4 - OTHER CHARGES & DEPOSITS:

4.1 The Purchasers shall, in addition to the Purchase Price, be liable to bear, pay and discharge, no later than fifteen (15) Days from the Date of Offer of Possession to the Developers a lump sum amount of Rs. 1,10,000/- (Rupees one lakh Ten thousand only) as Other Charges & Deposits, towards share money, application, entrance fee of the society, non-refundable towards legal charges, cost of preparing and engrossing this document and other incidental charges, as the case may be.

4.1.1 It is also agreed that:

(i) The above sums paid or payable by the Purchasers are for the purposes and objects mentioned against the said amount and the "Developers" will use the same accordingly;

(ii) In respect of the sums which are stated to be non-refundable, the "Developers" are not obliged to give any account thereof to the Purchaser/s.

4.1.2 The Purchasers shall further, on demand, pay to the "Developers" such sums as may be demanded by the "Developers" towards various deposits on account of the Purchaser/s, payable to the Mumbai Municipal Corporation and other legal entities or organizations for sanction or supply of electricity, water, gas etc.

The amounts of the Other Charges & Deposits have been separately agreed, recorded in writing and signed by the Allottee/s and shall form part of this Agreement and the same are non-refundable.

4.1.3 Within thirty (30) Days from the Date of Offer of Possession (whether or not the Purchasers has/have taken possession of the Apartment or not), or from the date that the Purchasers take/s possession of the Apartment, whichever is earlier, the Purchasers shall be continuously bound and liable to bear and pay in respect of the Apartment, his/her/their/its share of the outgoing, maintenance charges, comprising of general maintenance, property taxes, Non-Agricultural Taxes, rates, taxes, cesses, assessments, insurance premia, parking maintenance charges, costs for running generator, costs charges and expenses of cleaning and lighting the passages, landings, staircases, costs of maintenance, management and upkeep of Common Areas & Amenities and Limited Common Areas & Amenities, and operation and maintenance and repairs of lifts, water pumps, utility charges, salaries of all staff including managers, security, sweepers, liftmen, gardeners and such other charges expenses necessary or incidental for maintenance and upkeep of the Project and other charges and levies of like nature, payable in respect of the Project, including the Apartment, to all Governmental Authority and/or any private bodies, security agencies, house-keeping agencies, and other persons. For the purpose of payment of maintenance charges, in common with other Purchasers of the Project the same shall be in proportion to the Carpet Area (RERA).

4.1.4 The Developers shall raise periodic bills upon the Purchasers in respect of their/its share of the Other Charges & Deposits in advance for each month, from the date of receipt of the Occupation Certificate/s in respect of the Apartment and/or Project or any part thereof, and the Purchasers shall duly pay and discharge the same regularly within seven (7) Days of the date of the bill/invoice in respect thereof.

4.1.5 The Developers shall maintain a separate account in its books in respect of the contribution/payments received under the Table of Article (4.1) above. The said amounts shall be retained by the Developers until the formation of the Co-operative Society and hand over of the Project in terms of this Agreement. The Developers shall be liable to render account of such amounts only to the Society and not individually to any persons, including the Purchasers, at any time.

4.1.6 Without prejudice to other rights available to the "Developers", under these presents, on account of failures of the Purchaser/s, to pay Installments, required to be paid by the Purchasers, mentioned under these present, to the "Developers", the Purchasers have agreed to pay delayed Installment/s including other Deposits and charges mentioned herein, together with interest thereon @ 18% per annum, from the date, when they become due and payable, till payment or realization. However, it shall be the sole discretion of the "Developers" only, to receive the said payments, with interest or otherwise.

4.1.7 The "Developers" shall in respect of any amount remaining unpaid by the Purchasers, under the terms and conditions of this Agreement have a first lien and charge on the said Apartment agreed to be purchased by the Purchasers.

4.1.8 Without prejudice to the aforesaid, on the Purchasers committing any default, in payment of any installment/s, on their due dates to the "Developers" under this Agreement, or on the Purchaser/s committing breach of any of the terms and conditions herein contained, on giving fourteen days prior notice in writing, the "Developers" shall be entitled to terminate this Agreement, provided during the said period, the Purchasers fail to remedy the breach committed by them. In such an event, the Purchasers will not have rights, of any nature whatsoever, either in the said Apartment and/or under this Agreement, and/or against the "Developers" or otherwise. Provided further that in such an event, the "Developers" shall refund to the Purchasers all the amounts, received by them, from the Purchasers, after deducting there from, the earnest money paid herein upon the execution hereof, including further 10%, of subsequent installment/s paid by the Purchasers, to be treated as a liquidated damage, which the "Developers" are entitled to receive, on account of, failure of the Purchasers, to comply with terms of this Agreement. Provided further that, if the Purchasers have only paid the earnest and/or deposit, upon the execution hereof, then in that event, the said entire earnest and/or deposit shall stand forfeited, in favour of the "Developers" as liquidated damages. The said liquidated damages calculated in the manner mentioned herein, is agreed upon and decided, between the parties hereto in advance. Provided further that the "Developers", shall refund if any, mentioned herein, out of Sale proceeds, which may be available, only out of new sale and transfer of the said Flat, to any other prospective Purchasers thereof. It is further agreed that on expiry of the period of

16. The Purchasers hereby covenants with the "Developers" that he will observe and perform the covenants and conditions herein contained and keep the "Developers" and or the said society indemnified against any losses or damages the "Developers" and or the said Society may incur or suffer on account of nonobservance and nonperformance of the covenants and/or conditions contained herein this agreement which are for the Purchasers to comply with. The Purchasers hereby agree s and undertake /s to give all assistance to the "Developers" and or the said Society to carry out any additional construction work in the building and/or to construct additional structure in the said property even after the "Developers" shall have delivered possession of the said Apartment to the Purchasers.

17. It is hereby expressly agreed that so long as it does not in any way affect or prejudice the rights hereunder granted in favor of the Purchasers in respect of the said Apartment agreed to be purchased by the Purchasers, the "Developers" shall be at liberty to complete constructions in the said Property, sell, assign, mortgage or otherwise deal with or dispose of his right, title and interest in the said property or in the said building to be constructed thereon by the "Developers". The Purchasers shall not have any right, title, interest, claim, right of indulgence or objections as regards the same.

18. This Agreement shall be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promoters) Act, 1963 and the rules and regulations formed there under, which shall govern the rights, duties and obligations of the Developers and the Purchasers.

19. In the event of, there being any dispute or difference or question of any nature which at any time arise between the parties hereto, as to the interpretation or construction of or concerning anything contained in or arising out of these presents, or as to any act or omission in pursuance hereof or in any wise touching these presents, as to the rights duties or liabilities hereunder of the parties hereto or the subject matter hereof, the same shall be referred to Arbitration of a Single Arbitrator, if the parties agree upon one, otherwise to two Arbitrators one to be appointed by each party respectively, and such Arbitration shall be in accordance with and subject to the provisions of Indian Arbitration Act, 1996 or any Statutory Modification or Substitution for the time being in force. Such Arbitration shall take place in Mumbai.

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

FIRST SCHEDULE OF PROPERTY

All that pieces or parcel of land or ground together with the massuage, tenements or dwelling house together with the buildings known as as "**Mariam Manzil**" standing thereon, situate, lying and being at Plot No.40, Pushpa Park, Datta Mandir Road, Kurar Village, Malad (East), Mumbai-400097 bearing CTS No. 162, 162/1 to 162/1, 162/2, 162/3, 162/4, 162/5, 162/6, 162/7, 162/8, 162/9, 162/10, 162/11 & 162/12, in the Registration District and Sub district of Mumbai, admeasuring **635.30 Sq. Mts.** or thereabouts fully occupied by 22 (twenty two) **Tenants**.

SECOND SCHEDULE OF PROPERTY

Residential Apartment bearing **NO. 905 ADMEASURING 275.00 SQ. FT. RERA CARPET AREA, ON NINTH FLOOR OF THE BUILDING KNOWN AS "REFORM RESIDENCY"** constructed on the property situate, lying and being at Plot No.40, Pushpa Park, Datta Mandir Road, Kurar Village, Malad (East), Mumbai-400097 bearing CTS No. 162, 162/1 to 162/1, 162/2, 162/3, 162/4, 162/5, 162/6, 162/7, 162/8, 162/9, 162/10, 162/11 & 162/12, in the Registration District and Sub-district of Mumbai.

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

SIGNED AND DELIVERED)
By the within named Developer)
M/s. REFORM REALTY)
in the presence of.....)

SIGNED AND DELIVERED)
By the within named "Confirming Party")
Mr. AFZAL IQBAL SHAHBAZKER)
in the presence of.....)

SIGNED AND DELIVERED)
By the within named "Purchaser")
MR. VIJAY NARAYAN CHAVAN)
in the presence of.....)

SIGNED AND DELIVERED)
By the within named "Purchaser")
MRS. VEENA VIJAY CHAVAN)
in the presence of.....)

RECEIPT

Received of and from the within named Purchasers **MR. VIJAY NARAYAN CHAVAN AND MRS. VEENA VIJAY CHAVAN** a sum of Rs. 05,00,000/- (Rupees Five Lakh only) being the Booking Amount/ Part amount of the consideration paid by him/her/them to us as per Article-3 hereinabove, details whereof is as under:

Date	Payment Details	Bank Details	Amount	Cheque No.
25.01.2024	PART PAYMENT	SBI, Nariman	5,00,000/-	052517

