

Annexure 'A'
Model Form of Agreement to be entered into
between Promoter and Allottee(s)
(See rule 10(1))

AGREEMENT FOR SALE

This Agreement For Sale is made at Mumbai on this ____ day of _____ in the Christian year Two Thousand and Twenty Three (2023);

Between

Azara Redstone Limited Liability Partnership, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008 and having its registered office at 501, 5th Floor, Everest, Next to Rebello House, Hill Road, Mumbai 400050, acting through its Partner Mr. Shakeel A. Ladak, hereinafter referred to as the “**Developer/Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, persons who may be admitted as partners in future, survivor or survivors of them and the heirs, executors and administrators of the last of such survivor or survivors for the last surviving Partner) of the **One Part**;

And

Mr./Mrs./Ms. _____, Indian Inhabitant, having PAN Card No. _____, Aadhar Card No. _____ and residing at _____, hereinafter referred to as the “**Allottee/Purchaser(s)**” (which expression shall unless be repugnant to the context and meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of the **Other Part**;

The Developer/Promoter and the Allottee/Purchaser(s) are hereinafter collectively referred to as “**the Parties**” and severally as “**the Party**”.

WHEREAS:

- A. By and under an Indenture of Lease dated 10th September 1910, executed by and between the Secretary of State for India in Council, therein referred to as ‘the Lessor’ of the One Part; and, Chowakaran Keloth Macki Kaka of Tellicherry, the then karanvan of Chowakaran Keloth Tarwad of Tellicherry therein referred to as the ‘the Lessee’ of the Other Part, registered with the Office of the Sub Registrar of Assurances at Bombay under Serial No. 3621 at Pages 299 to 311, Volume 1798 of Book No. I, the Lessor therein demised all those pieces and parcels of land admeasuring approximately 10111 square yards bearing New Survey No. 3664 Old Survey No. 668 of Mazgaon Division in the Town and Island of Mumbai and in the District of Mumbai City and lying, being and situate at Love Lane, Mazgaon Bombay, Mumbai 400010 (hereinafter referred to as the said “**Land**”), in favour of Chowakaran Keloth Macki Kaka for a term of 99 (ninety nine) years, at the consideration and on the terms and conditions more particularly set out therein;
- B. Pursuant to an application of some members of the said Tarwad, the said Tarwad was registered as impartible by the Collector of Malbar, thereafter *vide* an Order dated 5th October 1958, issued by the

District Collector, under Section 2(1) of the Mapla Marumakkathyam Act, 1939 (Madras Act 17 of 1939), the said Tarwad was cancelled as impartible;

- C. By and under an Agreement dated 12th October 1958, made between Khan Bahadur C.K. Mamad Keyi, as the Karanvan and manager of the said Tarwad, of the One Part and the rest of the members of the said Tarwad, of the Other Part, it was agreed that the properties of the said Tarwad were to be partitioned and divided by an Arbitration Award for which the parties appointed Justice Rao Bahadur M. Ramchander, retired District and Session's Court Judge (hereinafter referred to as "**the said Arbitrator**");
- D. *Vide* an Award dated 15th February 1962 made and published in the Arbitration proceedings bearing No. 346 of 1962 (hereinafter referred to as the "**Award**"), the said Arbitrator portioned, divided and distributed the properties of the said Tarwad (including but not limited to the said Land) amongst the members of the Tarwad in the manner set out in the Award. The Award was registered with the Sub Registrar of South Canara under Serial No. 388 of 1962;
- E. Subsequently, the Award was decreed on 8th June 1962 by the Subordinate Judge of Tellicherry in the Original Petition bearing No. 14 of 1962 filed by Khan Bahadur C.K. Mamed Keyi and other members of the Tarwad (hereinafter referred to as the "**Decree**");
- F. By and under a Deed of Assignment dated 11th July, 1984, registered with the office of the Sub Registrar of Assurances at Bombay under Serial No. 1662 of 1984, C.K.P Kalandathi Umma and C.K.P Abdulla assigned and transferred all its leasehold right, title and interest in respect of the said land bearing C.S. No 1/404 area 352 square meters together with structures standing thereon in favour of Vinod H. Mistry and Mrs. Kamalaben V. Macwana for the consideration and on the terms and conditions contained therein;
- G. By and under a Deed of Assignment dated 3rd April, 1991, registered with the office of the Sub Registrar of Assurances at Bombay under Serial No. 2302 of 1991, Vinod H. Mistry and Mrs. Kamalaben V. Macwana assigned and transferred all its leasehold right, title and interest in respect of the said Land bearing C.S. No. 1/404 area 352 square meters together with the structures standing thereon in favour of Samina Taher Lokhandwala for the consideration and on the terms and conditions contained therein;
- H. By and under a Deed of Assignment dated 30th May 2014 made and entered into between Samira Taher Lokhandwala, therein referred to as the Assignor of the One Part and M/s. Landmark Developers, a proprietary firm through its proprietor Mr. Shakeel Afzal Ladak, therein referred to as the Assignee of the Other Part and registered with Joint Sub -Registrar of Assurances at Mumbai City – 1, under serial no. BBE - 1 / 4596 of 2014, the Assignor therein assigned, conveyed and transferred, to the Assignee therein all that piece or parcel of leasehold land with hereditaments and tenement standing thereon admeasuring 3800 square feet or thereabouts, *i.e.* 422 square yards, *i.e.* 352.39 square meters or thereabouts, bearing C.S. No.1/404 (part) of Mazgaon Division, Laughton Survey No. 2/3664, Collector New No. A/16286, Collector's Rent Roll No.7928, Ward E bearing No. 6240(1), Street No. 86E, situate, lying and being at Motishaw Road, Maplawadi, Love Lane, Mazgaon, Mumbai 400010, with the Factory Shade area 530 square meters (built-up area) thereon, in the Registration District and Sub-District of Mumbai City and Bombay Suburban and in the District of Mumbai

Suburban (hereinafter referred to as the **“First Property”**), at the consideration and on the terms and conditions more particularly set out therein;

- I. By and under a Deed of Assignment dated 26th July 2014 made and entered into between Chowakkaran Keloth Puthiyamalikayimmal Assankutty Keyi, son of Savan Kutty, through their Constituted Attorney C.K.P. Moosakutty Keyi, through his Constituted Attorney, Afzal Joosab Ladak, therein referred to as the Assignor of the One Part and M/s. Landmark Developers, a proprietary firm through its proprietor Mr. Shakeel Afzal Ladak therein referred to as the Assignee of the Other Part and registered with Joint Sub - Registrar of Assurances at Mumbai City – 1, under serial no. BBE - 1 / 6684 of 2014, the Assignor therein assigned, conveyed and transferred, to the Assignee therein, all that piece or parcel of leasehold land with hereditaments and tenement CI Shed standing thereon admeasuring 5643 square feet or thereabouts, *i.e.* 627 square yards, *i.e.* 524.23 square meters or thereabouts, bearing Old C.S. No. 404 (part) and New C.S. No. 1/404 (part) of Mazgaon Division, Laughton Survey No. 3664, Collector New No. A/16286, Collector’s Rent Roll No. 7928, Ward E bearing No.6241 - 1, Street No. 66, situate, lying and being at Motishaw Road, Maplawadi, Love Lane, Mazgaon, Mumbai 400010, in the Registration District and Sub-District of Mumbai City and Bombay Suburban and in the District of Mumbai Suburban (hereinafter referred to as the **“Second Property”**), at the consideration and on the terms and conditions more particularly set out therein;
- J. By and under a Deed of Assignment dated 26th July 2014 made and entered into between (1) Thayyilekkandy Madakkandy Mubina, (2) Thayyilekkandy Madakkandy Muhammed Parvis, through their Constituted Attorney C.K.P. Moosakutty Keyi, through his Constituted Attorney, Afzal Joosab Ladak of the One Part and M/s. Landmark Developers, a proprietary firm through its proprietor Mr. Shakeel Afzal Ladak therein referred to as the Assignee of the Other Part and registered with Joint Sub - Registrar of Assurances at Mumbai City – 1, under serial no. BBE -1 / 6687 of 2014, the Assignor therein assigned, conveyed and transferred, to the Assignee therein, all that piece or parcel of leasehold land with hereditaments and tenement CI Shed standing thereon admeasuring 800 square feet or thereabouts, *i.e.* 88.88 square yards, *i.e.* 74.31 square meters or thereabouts, bearing Old C.S. No. 404 (part) and New C.S. No. 1/404 (part) of Mazgaon Division, Laughton Survey No. 3664, Collector New No. A/16286, Collector’s Rent Roll No. 7928, Ward E bearing No. 6239(2A), Street No. 58 A, situate, lying and being at Motishaw Road, Maplawadi, Love Lane, Mazgaon, Mumbai 400010, in the Registration District and Sub-District of Mumbai City and Bombay Suburban and in the District of Mumbai Suburban (hereinafter referred to as the **“Third Property”**), at the consideration and on the terms and conditions more particularly set out therein;
- K. By and under a Deed of Assignment dated 26th July 2014 made and entered into between Chowakkaran Keloth Puthiyamalikayimmal Pathootty *alias* Suhara (2) Chowakkaran Keloth Puthiyamalikayimmal Ummakya Kutti *alias* Ummayu, (3) Valiyakath Puthiya Maliyekkal Abdurahaman, (4) Valiyakath Puthiya Maliyekkal Azeez (5) Puthiyavalappil Kalandhathi Umma, (6) Puthiyavalappil Mariyu and (7) Puthiyavalappil Beefathima, all the above from 1 to 7 by the hand of their constituted attorney Mr. Valiyakath Puthiya Maliyekkal Muhammed and (8) Valiyakath Puthiya Maliyekkal Muhammed, through the constituted Attorney (1) Mr. Shakeel Afzal Ladak, Indian Inhabitant, and (2) Mr. Iqbal Ebrahim Makani, therein referred to as the Assignors of the One Part and M/s. Landmark Developers, a proprietary firm through its proprietor Mr. Shakeel Afzal Ladak therein referred to as the Assignee of the Other Part and registered with Joint Sub -Registrar of Assurances at Mumbai City – 1 under Serial No. BBE – 1 / 6686 of 2014, the Assignor therein assigned, conveyed and transferred,

to the Assignee therein and the Vendor of the First Part herein all that piece or parcel leasehold land with hereditaments and tenement standing thereon admeasuring 622 square yards, *i.e.* 520 square meters or thereabouts, bearing C.S. No. 1/404 (part) of Mazgaon Division, Laughton Survey No. 2/3664, Collector New No. A/16286, Collector's Rent Roll No. 7928, Ward E bearing No. 6239(2)/58, situate, lying and being at Motishaw Road, Maplawadi, Love Lane, Mazgaon, Mumbai 400010, with the factory shade area 530 square meters built-up thereon, in the Registration District and Sub-District of Mumbai City and Bombay Suburban and in the District of Mumbai Suburban (hereinafter referred to as the **"Fourth Property"**) at the consideration and on the terms and conditions more particularly set out therein;

- L. *Vide* a Government Resolution bearing no. Land2505/Pra.Kra.405/J-2 and dated 12th December 2012, issued by the Revenue and Forest Department, the Revenue and Forest Department agreed to renew the lease with respect to the said First Property, the said Second Property, the said Third Property and the said Fourth Property to M/s. Landmark Developers, at the consideration and on certain terms and conditions mentioned therein;
- M. Pursuant to the applications made by M/s Landmark Developers to the Secretary of State for India, by and under an Order dated 16th September 2021, Order dated 24th September 2021, the Vendor renewed the lease of the First Property, Second Property, Third Property and Fourth property till 31st December, 2011 and for a further term of 11 (eleven) years from 1st January, 2012;
- N. By and under a Lease Deed dated 5th March, 2022 made by and between The Governor of the State of Maharashtra, therein referred to as 'the Lessor' of the One Part and M/s Landmark Developers, therein referred to as the 'the Lessee' of the Other Part and registered with the Sub Registrar of Assurances at Mumbai under Serial No. 2197 of 2022, the Lessor therein demised the First Property, the Second Property, the Third Property and the Fourth Property, in favour of the Lessee therein for a term of 11 (eleven) years from 1st January 2012, at the consideration and on the terms and conditions more particularly set out therein;
- O. *Vide* an Order bearing No. CSLR/ Masha-2/ Mazgaon/ C.S.No.1/ 404/ Class-I/ Conversion/ 2022/ 6473 dated 7th March, 2022 issued by the Office of the District Collector and District Magistrate, Mumbai, the leasehold rights of M/s Landmark Developers in the First Property, Second Property, Third Property and Fourth Property, were converted to ownership rights on the terms and conditions contained set out therein;
- P. By and under an Indenture of Conveyance dated 9th June, 2022 executed by and between M/s. Landmark Developers, therein referred to as the "Vendors" of the One Part and Azara Redstone LLP, therein referred to as the "Purchasers" of the Other Part, registered with the Sub-Registrar of Assurances at Mumbai City, under serial number BBE- 4/ 9475 of 2022, the Vendors therein sold, transferred, conveyed, assigned, assured and granted in favour of the Purchasers therein the First Property, the Second Property, the Third Property and the Fourth Property at and for the consideration set out therein;
- Q. By an Deed of Assignment dated 27th January 1987, executed by and between Chowakkaran Keloth Puthiya Malikayimmal Moosa Keyi, therein referred to as the Assignor of the One Part and Rashmikant Dungarshi Visaria, Jyoti Rashmikant Visaria and Velbai Dungarshi Visaria, therein referred

to as the Assignees of the Other Part and registered with the Sub-Registrar of Assurances at Mumbai City, the Assignor therein assigned all their leasehold right title, share and interest in the land situate at Mazgaon admeasuring 1659.05 square yards equivalent to 1386.96 square meters together with the structure standing thereon and forming part of the larger piece of leasehold land and bearing C.S. No.1/404 (part) and which said plot is assessed by the Municipal Corporation of Greater Bombay under Ward No. E 6240 (2, 3, 4), Street No. 86-G, H Motishaw Road together with the structures and buildings standing thereon (hereinafter referred to as the “**Fifth Property**”), at the consideration and on the terms and conditions contained therein;

- R. By a Development Agreement dated 10th April 2007 made and entered into between (i) Rashmikant Dungarshi Visaria, (ii) Mrs. Jyoti Rashmikant Visaria and (iii) Mrs. Velbai Dungarshi, therein referred to as the Owners of the One Part and Redstone Realtors, therein referred to as the Developers of the Other Part and registered with the Sub-Registrar of Assurances at Mumbai City – 1, under serial number BBE- 1/ 03573 of 2007, the Owners therein and the Vendors herein for consideration granted development rights pertaining the said Fifth Property in favour of the Developers therein at the consideration and on the terms and conditions contained therein;
- S. In pursuance of the Development Agreement, by a Power of Attorney dated 20th June 2007 granted by (i) Rashmikant Dungarshi Visaria, (ii) Mrs. Jyoti Rashmikant Visaria and (iii) Mrs. Velbai Dungarshi in favour of Shakeel A Ladak and Mr. Iqbal E Makani who are partners of Redstone Realtors registered with the Sub-Registrar of Assurances at Borivali – 6, under serial number BDR-12 / 05153 of 2007, *inter alia* to apply for permissions, sanctions, consents with respect to the development of the said Fifth Property;
- T. *Vide* an Order bearing No. CSLR/Masha-2/Mazgaon/C.S. No. 1/404/Class-I/Conversion/2022/6472 dated 7th March, 2022 issued by the Office of the District Collector and District Magistrate, Mumbai, the leasehold rights of (i) Rashmikant Dungarshi Visaria, (ii) Mrs. Jyoti Rashmikant Visaria and (iii) Mrs. Velbai Dungarshi in the Fifth Property, were converted to ownership rights on the terms and conditions contained set out therein;
- U. By and under a Lease Deed dated 5th March, 2022 made by and between The Governor of the State of Maharashtra, therein referred to as ‘the Lessor’ of the One Part and (1) Mr. Rashmikant Dungarshi Visaria, (2) Mrs. Jyoti Rashmikant Visaria and (3) Mrs. Velbai Dungarshi Visaria therein referred to as the ‘the Lessee’ of the Other Part and registered with the Sub Registrar of Assurances at Mumbai under Serial No. 2196 of 2022, the Lessor therein demised the Fifth Property, in favour of the Lessee therein for a term of 11 (eleven) years from 1st January 2012, at the consideration and on the terms and conditions more particularly set out therein;

(The First Property, the Second Property, the Third Property, the Fourth Property and the Fifth Property are hereinafter collectively referred to as the “**Properties**”.)

- V. By and under an Indenture of Conveyance & Assignment dated 9th June, 2022 executed by and between (i) Rashmikant Dungarshi Visaria, (ii) Mrs. Jyoti Rashmikant Visaria & (iii) Mrs. Velbai Dungarshi, therein referred to as the “Vendors” of the First Part, M/s. Redstone Realtors, therein referred to as the “Confirming Party/Assignor” of the Second Part and Azara Redstone LLP, therein referred to as the “Purchasers/Assignees” of the Third Part, registered with the Sub-Registrar of

Assurances at Mumbai City, under serial number BBE- 4/ 9474 of 2022, the Vendors therein sold, transferred, conveyed, assigned, assured and granted in favour of the Purchasers/Assignees therein the Fifth Property at and for the consideration set out therein and the Confirming Party/Assignor therein assigned, transferred and granted in favour of the Purchasers/Assignees therein development rights to the Fifth Property at and for the consideration set out therein;

- W. In the manner stated above the Developer/Promoter became the owner of and well and sufficiently entitled to the said Properties;
- X. The Developer/Promoter herein states and declares that said Properties are subjected to reservation, *i.e.* RR 2.1 “Rehabilitation & Resettlement” to the extent of approximately 1090 square meters of and from the said Properties (hereinafter referred to as “**RR 2.1 Rehabilitation & Resettlement**”);
- Y. The Developer/Promoter herein further states and declares that a T. E. Suit No. 124 of 2022 has been filed before the Small Causes Court at Mumbai by the Developer/Promoter against Bahadur Kharwa, Savita Kharwa, Dalpat Varsang for the termination of their illegal tenancy and recovery of possession of the suit premises;
- Z. The Developer/Promoter also states and declares that a gratuitous license was granted in favour of Radhaswami Engineering Works by the Developer/Promoters’ predecessor in title and the same is currently being terminated by the Developer/Promoter in which respect the Developer/Promoter may approach the Courts having appropriate jurisdiction to eject the gratuitous license of and from the Properties;
- AA. The Developer/Promoter is entitled to and desirous of constructing 2 (two) basement + 6 (six) podiums + 1 (one) Refuge Floor + 20 (twenty) upper habitable floors on the Properties;
- BB. In this regard, the Municipal Corporation of Greater Mumbai (hereinafter referred to as “**MCGM**”) has sanctioned plans for construction of a building/s on the said Properties and in this regard, issued an Intimation of Disapproval bearing No. P-8265/2021/(1/404 pt) E Ward/Mazgaon/CC/1/New dated 27th December, 2021 (hereinafter referred to as “**IOD**”) and issued a Commencement Certificate bearing No. P-8265/2021/(1/404 pt) E Ward/Mazgaon/CC/1/New and dated 01st July, 2022 (hereinafter referred to as “**CC**”). A copy of the said IOD and CC is attached hereto and marked as Annexure ‘_____’ and Annexure ‘_____’ respectively;
- CC. The Allottee/Purchaser(s) is offered an Apartment/Flat/Unit bearing number (here specify on the floor, (herein after referred to as the said “**Apartment/Flat/Unit**”) in the wing of the building called as “_____” (herein after referred to as the said “**Building**”) being constructed in a phase wise manner on the said Properties, by the Developer/Promoter;
- DD. The Developer/Promoter has registered the development of the Properties under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____. An authenticated copy is attached hereto and marked as **Annexure ‘_____’**;
- EE. The Developer/Promoter has 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;

- FF. The Developer/Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer/Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;
- GG. By virtue of the registered Indenture of Conveyance dated 9th June 2022 and the Indenture of Conveyance & Assignment dated 9th June, 2022, the Developer/Promoter has sole and exclusive right to construct and sell Apartments/Flat/Unit in the said Building/s to be constructed by the Developer/Promoter on the said Properties and to enter into an Agreement/s with the Allottee/Purchaser(s)/s of the Apartment/Flat/Unit to receive the sale consideration in respect thereof;
- HH. On demand from the Allottee/Purchaser(s), the Developer/Promoter has given inspection to the Allottee/Purchaser(s) of all the documents of title relating to the said Properties and the plans, designs and specifications prepared by the Developer/Promoter's Architects Messrs. _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "**the said Act**") and the Rules and Regulations made thereunder;
- II. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Developer/Promoter, authenticated copies of Property Card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Developer/Promoter to the said Properties on which the Apartment/Flat/Unit are constructed or are to be constructed have been annexed hereto and marked as **Annexure '_____'** and **'_____'**, respectively;
- JJ. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure '_____'**;
- KK. The authenticated copies of the plans of the Layout as proposed by the Developer/Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said Properties have been annexed hereto and marked as **Annexure '_____'**;
- LL. The authenticated copies of the plans and specifications of the Apartment/Flat/Unit agreed to be purchased by the Allottee/Purchaser(s), as sanctioned and approved by the local authority have been annexed and marked as **Annexure '_____'**;
- MM. The Developer/Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain the Occupancy Certificate in relation to the said Building;
- NN. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer/Promoter while developing the said Properties and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building/s shall be granted by the concerned local authority;

- OO. The Developer/Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans;
- PP. The Allottee/Purchaser(s) has applied to the Developer/Promoter for allotment of an Apartment/Flat/Unit No. _____ on _____ floor in the Building being constructed on the said Properties in a phase wise manner;
- QQ. The carpet area of the said Apartment/Flat/Unit is _____ square meters and "*carpet area*" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment/Flat/Unit for exclusive use of the Allottee/Purchaser(s) or verandah area and exclusive open terrace area appurtenant to the said Apartment/Flat/Unit for exclusive use of the Allottee/Purchaser(s), but includes the area covered by the internal partition walls of the Apartment/Flat/Unit;
- RR. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- SS. Prior to the execution of these presents the Allottee/Purchaser(s) has paid to the Developer/Promoter a sum of Rs. _____ (Rupees _____ only), being part payment of the sale consideration of the Apartment/Flat/Unit agreed to be sold by the Developer/Promoter to the Allottee/Purchaser(s) as advance payment or Application Fee (*the payment and receipt whereof the Developer/Promoter both hereby admit and acknowledge*) and the Allottee/Purchaser(s) has agreed to pay to the Developer/Promoter the balance of the sale consideration in the manner hereinafter appearing;
- TT. The Developer/Promoter has registered the development of the said Properties under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai under no. _____;
- UU. Under section 13 of the said Act the Developer/Promoter is required to execute a written Agreement for sale of said Apartment/Flat/Unit with the Allottee/Purchaser(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908; and,
- VV. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/Promoter hereby agrees to sell and the Allottee/Purchaser(s) hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable).

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

1. The Developer/Promoter shall construct the said building consisting of 2 (two) basement + 6 (six) podiums + 1 (one) Refuge Floor + 20 (twenty) upper habitable floors). Thus the entire building shall have 20 (twenty) habitable floors on the said Properties in accordance with the plans, designs and specifications as approved by the concerned local authority Municipal Corporation of Greater Mumbai ("MCGM") from time to time. Provided that the Developer/Promoter shall have to obtain prior consent in writing of the Allottee/Purchaser(s) in respect of variations or modifications which may

adversely affect the Apartment/Flat/Unit of the Allottee/Purchaser(s) except any alteration or addition required by any Government authorities or due to change in law.

(a) (i) The Allottee/Purchaser(s) hereby agrees to purchase from the Developer/Promoter and the Developer/Promoter hereby agrees to sell to the Allottee/Purchaser(s) Apartment/Flat/Unit No. _____ of carpet area admeasuring _____ square meters on _____ floor in the building (hereinafter referred to as the "**Apartment/Flat/Unit**") as shown in the Floor plan thereof hereto annexed and marked Annexure _____ and _____ for the consideration of Rs. _____/- (Rupees _____ Only) including Rs. _____/- (Rupees _____ Only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith (the price of the Apartment/Flat/Unit including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee/Purchaser(s) hereby agrees to purchase from the Developer/Promoter and the Developer/Promoter hereby agrees to sell to the Allottee/Purchaser(s) a Car Parking Space in the Car Park Tower being constructed in the layout for the consideration of Rs. _____/- (Rupees _____ Only).

(b) The total aggregate consideration amount for the Apartment/Flat/Unit including a Car Parking space is thus Rs. _____/- (Rupees _____ Only).

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

i. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the Developer/Promoter after the execution of Agreement.

ii. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 45% of the total consideration) to be paid to the Developer/Promoter on completion of the Plinth of the building or wing in which the said Apartment/Flat/Unit is located.

iii. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 70% of the total consideration) to be paid to the Developer/Promoter on completion of the slabs of the building or wing in which the said Apartment/Flat/Unit is located.

iv. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 75% of the total consideration) be paid to the Promoter/Developer on completion of the walls, internal plaster, floorings doors and windows of the said Apartment/Flat/Unit.

v. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 80% of the total consideration) be paid to the Promoter/Developer on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment/Flat/Unit.

- vi. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 85% of the total consideration) be paid to the Promoter/Developer on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment/Flat/Unit is located.
- vii. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 95% of the total consideration) on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in this Agreement of the building or wing in which the said Apartment/Flat/Unit is located.
- viii. Balance amount of Rs. _____/- (Rupees _____ only) against and at the time of handing over of the possession of the Apartment/Flat/Unit to the Allottee/Purchaser on or after receipt of occupancy certificate.
- (d) The Total Consideration above excludes Taxes (consisting of tax paid or payable by the Promoter/Developer by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the development of the Properties payable by the Promoter/Developer) up to the date of handing over the possession of the Apartment/Flat/Unit.
- (e) The Total Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter/Developer undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter/Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Allottee/Flat/unit, which shall only be applicable on subsequent payments.
- (f) The Promoter/Developer may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/Purchaser by discounting such early payments @ _____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/Flat/Unit by the Promoter/Developer.
- (g) The Developer/Promoter shall confirm the final carpet area that has been allotted to the Allottee/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 in the plans, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer/Promoter. If there is any reduction in the carpet area within the defined limit then Developer/Promoter shall refund the excess money paid by Allottee/Purchaser(s) within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser(s). If there is any increase in the carpet area allotted to Allottee/Purchaser(s), the Developer/Promoter shall demand additional amount from the

Allottee/Purchaser(s) with annual interest at the same rate specified above as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- (h) The Allottee/Purchaser(s) authorizes the Developer/Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer/Promoter may in its sole discretion deem fit and the Allottee/Purchaser(s) undertakes not to object/ demand/direct the Developer/Promoter to adjust his payments in any manner.
2. (i) The Developer/Promoter and Allottee/Purchaser(s) hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment/Flat/Unit to the Allottee/Purchaser(s), obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment/Flat/Unit.
- (ii) Time is essence for the Developer/Promoter as well as the Allottee/Purchaser(s). The Developer/Promoter shall abide by the time schedule for completing the development of the said Properties and handing over the Apartment/Flat/Unit to the Allottee/Purchaser(s) and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/Purchaser(s) shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement.
3. The Developer/Promoter hereby declares that the Floor Space Index available as on date in respect of the Properties is _____ • as per the approved plans only and Developer/Promoter has planned to utilize Floor Space Index as approved by the sanctioning authority by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the development of the said Properties. The Developer/Promoter has disclosed the Floor Space Index as proposed to be utilized by him/her/them on the Properties and Allottee/Purchaser(s) has agreed to purchase the said Apartment/Flat/Unit based on the proposed construction and sale of apartments to be carried out by the Developer/Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer/Promoter only.
4. (i) If the Developer/Promoter fails to abide by the time schedule for completing the development of the said Properties and handing over the Apartment/Flat/Unit to the Allottee/Purchaser(s), the Developer/Promoter agrees to pay to the Allottee/Purchaser(s), who does not intend to withdraw from the development of the said Properties, interest as specified in the Rule, on all the amounts paid by the Allottee/Purchaser(s), for every month of delay, till the handing over of the possession. The Allottee/Purchaser(s) agrees to pay to the Developer/Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/Purchaser(s) to the Developer/Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/Purchaser(s) to the Developer/Promoter.

(ii) Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee/Purchaser(s) committing default in payment on due date of any amount due and payable by the Allottee/Purchaser(s) to the Developer/Promoter under this Agreement (including his/ her/ their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/Purchaser(s) committing three defaults of payment of installments, the Developer/Promoter shall at his own option, may terminate this Agreement: Provided that, Developer/Promoter shall give notice of fifteen days in writing to the Allottee/Purchaser(s), by Registered Post AD at the address provided by the Allottee/Purchaser(s) and/or mail at the e-mail address provided by the Allottee/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 Allottee/Purchaser(s) fails to rectify the breach or breaches mentioned by the Developer/Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Developer/Promoter shall refund to the Allottee/Purchaser(s) (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer/Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment/Flat/Unit which may till then have been paid by the Allottee/Purchaser(s) to the Developer/Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Developer/Promoter in the said building and the Apartment/Flat/Unit as are set out in Annexure 'E', annexed hereto.

6. The Developer/Promoter shall give possession of the Apartment/Flat/Unit to the Allottee/Purchaser(s) on or before _____ day of _____, 20_____. If the Developer/Promoter fails or neglects to give possession of the Apartment/Flat/Unit to the Allottee/Purchaser(s) on account of reasons not beyond his control and of his agents by the aforesaid date then the Developer/Promoter shall be liable on demand to refund to the Allottee/Purchaser(s) the amounts already received by him in respect of the Apartment/Flat/Unit with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Developer/Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter/Developer shall be entitled to reasonable extension of time for giving delivery of Apartment/Flat/Unit on the aforesaid date, if the completion of building in which the Apartment/Flat/unit is to be situated is delayed on account of –

(i) war, civil commotion or act of God;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7. (i) Procedure for taking possession: The Developer/Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/Purchaser(s) as per the agreement shall offer in writing the possession of the said Premises, to the Allottee/Purchaser(s) in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Developer/Promoter shall give possession of the said Premises to the Allottee/Purchaser(s). The Developer/Promoter agrees and undertakes to indemnify the Allottee/Purchaser(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer/Promoter.

The Allottee/Purchaser(s) agree(s) to pay the maintenance charges as determined by the Developer/Promoter or association of allottees, as the case may be. The Developer/Promoter on its behalf shall offer the possession to the Allottee/Purchaser(s) in writing within 7 days of receiving the occupancy certificate of the Properties.

(ii) The Allottee/Purchaser(s) shall take possession of the Apartment/Flat/Unit within 15 days of the written notice from the promoter to the Allottee/Purchaser(s) intimating that the said Apartment/Flat/Unit are ready for use and occupancy:

(iii) Failure of Allottee/Purchaser(s) to take Possession of the said Premises Upon receiving a written intimation from the Developer/Promoter as per clause _____, the Allottee/Purchaser(s) shall take possession of the said Premises from the Developer/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer/Promoter shall give possession of the said Premises to the Allottee/Purchaser(s). In case the Allottee/Purchaser(s) fails to take possession within the time provided in clause 7(i) such Allottee/Purchaser(s) shall continue to be liable to pay maintenance charges as applicable.

(iv) If within a period of five years from the date of handing over the Apartment/Flat/Unit to the Allottee/Purchaser(s), the Allottee/Purchaser(s) brings to the notice of the Developer/Promoter any structural defect in the Apartment/Flat/Unit or the building in which the Apartment/Flat/Unit 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/Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser(s) shall be entitled to receive from the Developer/, compensation for such defect in the manner as provided under the Act.

8. The Allottee/Purchaser(s) shall use the Apartment/Flat/Unit or any part thereof or permit the same to be used only for purpose of residence. He/She/They shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee/Purchaser(s) along with other allottee(s) of Apartment/Flat/Unit in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Developer/Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developer/Promoter within seven days of the same being forwarded by the Developer/Promoter to the Allottee/Purchaser(s), so as to enable the Developer/Promoter to register the common organization of Allottee/Purchaser(s). No objection shall be taken by the Allottee/Purchaser(s), if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
10. (i) The Developer/Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Developer/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment/Flat/Unit is situated.

(ii) The Developer/Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Developer/Promoter in the Properties on which the building with multiple wings or buildings are constructed.

(iii) Within 15 days after notice in writing is given by the Developer/Promoter to the Allottee/Purchaser(s) that the Apartment/Flat/Unit is ready for use and occupancy, the Allottee/Purchaser(s) shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment/Flat/Unit) of outgoings in respect of the Properties 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 Properties and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/Purchaser(s) shall pay to the Developer/Promoter such proportionate share of outgoings as may be determined. The Allottee/Purchaser(s) further agrees that till the Allottee/Purchaser(s)' share is so determined the Allottee/Purchaser(s) shall pay to the Developer/Promoter provisional monthly contribution of Rs. _____/- per month towards the outgoings. The amounts so paid by the Allottee/Purchaser(s) to the Developer/Promoter shall not carry any interest and remain with the Developer/Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developer/Promoter to the Society or the Limited Company, as the case may be.

11. The Allottee/Purchaser shall pay to the Promoter a sum of Rs. _____/- (Rupees _____ Only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

The Promoter/Developer shall, within 3 (three) months from the completion certificate from _____ Municipal corporation, cause to be transferred to the association all the right, title & the interest of the Promoter/Developer in the said building or wing in which the said apartment is situated, provided that all the Apartment/Flat/Unit purchasers have paid their respective amount of consideration to the Promoter/Developer.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/Purchaser(s) shall pay to the Developer/Promoter, the Allottee/Purchaser(s)' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building / wing of the building. At the time of registration of conveyance or Lease of the Properties, the Allottee/Purchaser(s) shall pay to the Developer/Promoter, the Allottee/Purchaser(s)' share of

stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. The Developer/Promoter hereby represents and warrants to the Allottee/Purchaser(s) as follows:

- (i) The Developer/Promoter has clear and marketable title with respect to the Properties; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the Properties and also has actual, physical and legal possession of the Properties for the implementation of the development;
- (ii) The Developer/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Properties and shall obtain requisite approvals from time to time to complete the development of the Properties;
- (iii) There are no encumbrances upon the Properties except those disclosed in the title report;
- (iv) There are no litigations pending before any Court of law with respect to the Properties except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the development of the Properties, the Properties and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the development of Properties, the Properties and said building/wing shall be obtained by following due process of law and the Developer/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the development of the Properties, the Properties, Building/wing and common areas;
- (vi) The Developer/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser(s) created herein, may prejudicially be affected;
- (vii) The Developer/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Properties, including the development of the Properties and the said Premises which will, in any manner, affect the rights of Allottee/Purchaser(s) under this Agreement;
- (viii) The Developer/Promoter confirms that the Developer/Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/Purchaser(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed of the structure to the association of allottees the Developer/Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee/Purchaser(s);

- (x) The Developer/Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Properties 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/Promoter in respect of the Properties and/or the development of the Properties except those disclosed in the title report.
14. The Allottee/Purchaser(s) or herself/himself/themselves with intention to bring all persons into whosoever hands the Apartment/Flat/Unit may come, hereby covenants with the Developer/Promoter as follows:
- (i) To maintain the Apartment/Flat/Unit at the Allottee/Purchaser(s)' own cost in good and tenable repair and condition from the date that of possession of the Apartment/Flat/Unit is taken and shall not do or suffer to be done anything in or to the building in which the Apartment/Flat/Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment/Flat/Unit is situated and the Apartment/Flat/Unit itself or any part thereof without the consent of the local authorities, if required.
 - (ii) Not to store in the Apartment/Flat/Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment/Flat/Unit 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, elevators or any other structure of the building in which the Apartment/Flat/Unit is situated, including entrances of the building in which the Apartment/Flat/Unit is situated and in case any damage is caused to the building in which the Apartment/Flat/Unit is situated or the Apartment/Flat/Unit on account of negligence or default of the Allottee/Purchaser(s) in this behalf, the Allottee/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 Apartment/Flat/Unit and maintain the Apartment/Flat/Unit in the same condition, state and order in which it was delivered by the Developer/Promoter to the Allottee/Purchaser(s) and shall not do or suffer to be done anything in or to the building in which the Apartment/Flat/Unit is situated or the Apartment/Flat/Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/Purchaser(s) committing any act in contravention of the above provision, the Allottee/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 Apartment/Flat/Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the

Apartment/Flat/Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment/Flat/Unit is situated and shall keep the portion, sewers, drains and pipes in the Apartment/Flat/Unit and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment/Flat/Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Parda or other structural members in the Apartment/Flat/Unit without the prior written permission of the Developer/Promoter and/or the Society or the Limited Company.

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Properties and the building, if any, in which the Apartment/Flat/Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment/Flat/Unit in the compound or any portion of the Properties and the building in which the Apartment/Flat/Unit is situated.
- (vii) Pay to the Developer/Promoter within fifteen days of demand by the Developer/Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment/Flat/Unit is situated.
- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment/Flat/Unit by the Allottee/Purchaser(s) for any purposes other than for purpose for which it is sold.
- (ix) The Allottee/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 Apartment/Flat/Unit until all the dues payable by the Allottee/Purchaser(s) to the Developer/Promoter under this Agreement are fully paid up.
- (x) The Allottee/Purchaser(s) shall observe and perform all the rules and regulations which the Developer/Promoter, Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment/Flat/Unit therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/Purchaser(s) shall also observe and perform all the stipulations and conditions laid down by the Society/ Limited Company/ Apex Body/ Federation regarding the occupancy and use of the Apartment/Flat/Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xi) Till a conveyance of the structure of the building in which Apartment/Flat/Unit is situated is

executed in favour of Society/ Limited Society, the Allottee/Purchaser(s) shall permit the Developer/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

- (xii) Till a conveyance of the Properties on which the building in which Apartment/Flat/Unit is situated is executed in favour of Apex Body or Federation, or there are any unsold flats / units remaining, the Allottee/Purchaser(s) shall permit the Developer/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Properties or any part thereof to view and examine the state and condition thereof.
15. The Developer/Promoter shall maintain a separate account in respect of sums received by the Developer/Promoter from the Allottee/Purchaser(s) as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/Flat/Unit or of the said Plot and Building or any part thereof. The Allottee/Purchaser(s) shall have no claim save and except in respect of the Apartment/Flat/Unit 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/Promoter until the said structure of the building is transferred to the Society/ Limited Company or other body and until the Properties is transferred to the Apex Body /Federation as hereinbefore mentioned.
17. After the Developer/Promoter executes this Agreement he shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/Purchaser(s) who has taken or agreed to take the said Premises.
18. Forwarding this Agreement to the Allottee/Purchaser(s) by the Developer/Promoter does not create a binding obligation on the part of the Developer/Promoter or the Allottee/Purchaser(s) until, firstly, the Allottee/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 Allottee/Purchaser(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer/Promoter. If the Allottee/Purchaser(s) fails to execute and deliver to the Developer/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/Purchaser(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer/Promoter, then the Developer/Promoter shall serve a notice to the Allottee/Purchaser(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/Purchaser(s), application of the Allottee/Purchaser(s) shall be treated as cancelled and all sums deposited by the Allottee/Purchaser(s) in connection therewith including the booking amount shall be returned to the Allottee/Purchaser(s) without any interest or compensation whatsoever.
19. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the

Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises, as the case may be.

20. This Agreement may only be amended through written consent of the Parties.
21. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Premises shall equally be applicable to and enforceable against any subsequent Allottee/Purchaser(s) of the said Premises, in case of a transfer, as the said obligations go along with the said Premises for all intents and purposes.
22. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.
23. Wherever in this Agreement it is stipulated that the Allottee/Purchaser(s) has to make any payment, in common with other Allottee/Purchaser(s) in the development of the Properties, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the Apartment/Flat/Unit in the development of the Properties.
24. 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.
25. The execution of this Agreement shall be complete only upon its execution by the Developer/Promoter through its authorized signatory at the Developer/Promoter's Office, or at some other place, which may be mutually agreed between the Developer/Promoter and the Allottee/Purchaser(s), in after the Agreement is duly executed by the Allottee/Purchaser(s) and the Developer/Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.
26. The Allottee/Purchaser(s) and/or Developer/Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer/Promoter will attend such office and admit execution thereof.
27. That all notices to be served on the Allottee/Purchaser(s) and the Developer/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser(s) or the Developer/Promoter by Registered Post A.D and/or notified Email ID/Under Certificate of Posting at their respective addresses specified herein above. It shall be the duty of the Allottee/Purchaser(s) and the Developer/Promoter 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/Promoter or the Allottee/Purchaser(s), as the case may be.

28. In case there are Joint Allottee/Purchaser(s) all communications shall be sent by the Developer/Promoter to the Allottee/Purchaser(s) whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Allottee/Purchaser(s).
29. Stamp Duty and Registration: The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/Purchaser(s) alone.
30. Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
31. 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 Mumbai courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Property)

First Property

All that piece and parcel of land admeasuring 3800 square feet or thereabouts, i.e. 422 square yards, i.e. 352.39 square meters or thereabouts, bearing C.S. No.1/404 (part) of Mazgaon Division, Laughton Survey No. 2/3664, Collector New No. A/16286, Collector's Rent Roll No.7928, Ward E bearing No. 6240(1), Street No. 86E, situate, lying and being at Motishaw Road, Maplawadi, Love Lane, Mazgaon, Mumbai 400010, in the Registration District and Sub-District of Mumbai City and Bombay Suburban and in the District of Mumbai Suburban bounded by:

By the North : By structure on C.S. No. 1/404;
By the South : By structure on C.S. No. 404 and 1/404;
By the East : By structure on C.S. No. 1/404; and,
By the West : By structure on C.S. No. 1/404.

Second Property

All that piece or parcel of land admeasuring 5643 square feet or thereabouts, i.e. 627 square yards, i.e. 524.23 square meters or thereabouts, bearing Old C.S. No. 404 (part) and New C.S. No. 1/404 (part) of Mazgaon Division, Laughton Survey No. 3664, Collector New No. A/16286, Collector's Rent Roll No. 7928, Ward E

bearing No.6241-1, Street No. 66, situate, lying and being at Motishaw Road, Maplawadi, Love Lane, Mazgaon, Mumbai 400010, in the Registration District and Sub-District of Mumbai City and Bombay Suburban and in the District of Mumbai Suburban bounded by:

By the North : By structure on C.S. No. 1/404;
By the South : By M.C.G.M Road;
By the East : By structure on C.S. No. 1/404; and,
By the West : By structure on C.S. No. 404.

Third Property

All that piece or parcel of land admeasuring 800 square feet or thereabouts, i.e. 88.88 square yards, i.e. 74.31 square meters or thereabouts, bearing Old C.S. No. 404 (part) and New C.S. No. 1/404 (part) of Mazgaon Division, Laughton Survey No. 3664, Collector New No. A/16286, Collector's Rent Roll No. 7928, Ward E bearing No.6239(2A), Street No. 58 A, situate, lying and being at Motishaw Road, Maplawadi, Love Lane, Mazgaon, Mumbai 400010, in the Registration District and Sub-District of Mumbai City and Bombay Suburban and in the District of Mumbai Suburban bounded by:

By the North : By structure on C.S. No. 1/404;
By the South : By M.C.G.M Road;
By the East : By structure on C.S. No. 411; and,
By the West : By structure on C.S. No. 1/404.

Fourth Property

All that piece or parcel land admeasuring 622 square yards, i.e. 520 square meters or thereabouts, bearing C.S. No.1/404 (part) of Mazgaon Division, Laughton Survey No. 2/3664, Collector New No.A/16286, Collector's Rent Roll No. 7928, Ward E bearing No. 6239(2)/58, situate, lying and being at Motishaw Road, Maplawadi, Love Lane, Mazgaon, Mumbai 400010, in the Registration District and Sub-District of Mumbai City and Bombay Suburban and in the District of Mumbai Suburban bounded by:

By the North : By structure on C.S. No. 1/412;
By the South : By structure on C.S. No. 1/404;
By the East : By structure on C.S. No. 411; and,
By the West : By structure on C.S. No. 1/404.

Fifth Property

All that piece and parcel of land at Mazgaon admeasuring 1659.05 square yards equivalent to 1386.96 square meters together with the structure standing thereon and forming part of the larger piece of leasehold land and bearing C.S. No.1/404 (part) and which said plot is assessed by the Municipal Corporation of Greater Bombay under Ward No. E 6240 (2, 3, 4), Street No. 86-G, H Motishaw Road and bounded by:

By the North : By structure on C.S. No. 1/404;
By the South : By structure on C.S. 1/404;
By the East : By structure on C.S. No. 412; and,

By the West : By structure on C.S. No. 1/404.

Description of the Properties

All that piece and parcels of (i) land admeasuring 3800 square feet or thereabouts, i.e. 422 square yards, i.e. 352.39 square meters or thereabouts, bearing C.S. No.1/404 (part) of Mazgaon Division, Laughton Survey No. 2/3664, Collector New No.A/16286, Collector's Rent Roll No.7928, Ward E bearing No. 6240(1), Street No. 86E; (ii) land admeasuring 5643 square feet or thereabouts, i.e. 627 square yards, i.e. 524.23 square meters or thereabouts, bearing Old C.S. No. 404 (part) and New C.S. No. 1/404 (part) of Mazgaon Division, Laughton Survey No. 3664, Collector New No. A/16286, Collector's Rent Roll No. 7928, Ward E bearing No.6241-1, Street No. 66; (iii) land admeasuring 800 square feet or thereabouts, i.e. 88.88 square yards, i.e. 74.31 square meters or thereabouts, bearing Old C.S. No. 404 (part) and New C.S. No. 1/404 (part) of Mazgaon Division, Laughton Survey No. 3664, Collector New No. A/16286, Collector's Rent Roll No. 7928, Ward E bearing No.6239(2A), Street No. 58 A; (iv) land admeasuring 622 square yards, i.e. 520 square meters or thereabouts, bearing C.S. No.1/404 (part) of Mazgaon Division, Laughton Survey No. 2/3664, Collector New No.A/16286, Collector's Rent Roll No. 7928, Ward E bearing No. 6239(2)/58; and (v) land at Mazgaon admeasuring 1659.05 square yards equivalent to 1386.96 square meters forming part of the larger piece of leasehold land and bearing C.S. No.1/404 (part) and which said plot is assessed by the Municipal Corporation of Greater Bombay under Ward No. E 6240 (2, 3, 4), Street No. 86-G, H Motishaw Road, situate, lying and being at Motishaw Road, Maplawadi, Love Lane, Mazgaon, Mumbai 400010, with the Factory Shade area 530 square meters built-up thereon, in the Registration District and Sub-District of Mumbai City and Bombay Suburban and in the District of Mumbai Suburban bounded by:

By the North : By structure on C.S. No. 1/404;
By the South : By structure on C.S. No. 404 & M.C.G.M Road;
By the East : By building on C.S. No. 1/412 & structure on C.S. No. 411; and,
By the West : By structure on C.S. No. 1/404.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Here set out the nature, extent and description of common areas and facilities)

COMMON SEAL of the within)
named "**DEVELOPERS/PROMOTER**")
M/s. AZARA REDSTONE LLP)
has hereunto been affixed pursuant to the)
Resolution passed by the Board of)
Directors at its meeting held on _____)
Authorizing Mr. _____, Authorized)
Representative)
to execute these presents, who)
have signed these presents in the)
presence of)

SIGNED AND DELIVERED by the)
Within named)
" ALLOTTEE/PURCHASER(S)")
Mr./Mrs./Ms. _____)
presence of)

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SCHEDULE 'A'

(Please Insert description of the Apartment/Flat/Unit and Car Parking Space along with boundaries in all four directions)

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SCHEDULE 'B'

(Sanctioned Floor Plan of the Apartment/Flat/Unit)

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ANNEXURE 'A'

(Copy of the Title Report)

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ANNEXURE 'B'

(Authenticated copies of Property Card or any other revenue record showing nature of the title of the Promoter/ Developer to the Properties).

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ANNEXURE 'C-1'

(Authenticated copies of the plans of the layout as approved by the concerned Local Authority)

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ANNEXURE 'C-2'

(Authenticated copies of the plans of the layout as proposed by the Promoter/ Developer and according to which the construction of the buildings and open spaces are proposed to be provided for on the said development of the Properties)

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ANNEXURE 'D'

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

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ANNEXURE 'E'

(Specification and amenities for the Apartment)

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ANNEXURE 'F'

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

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Received of and from the Allottee/Purchaser above named the sum of Rs. _____/- (Rupees _____ only) on execution of this agreement towards Earnest Money Deposit or application fee.

I say received.

The Developer/Promoter.

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