AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered into at Bhiwandi, on this _____ day of _____, _____

BETWEEN

M/s. QUBA TRADELINKS LLP, a Limited Liability Partnership Firm incorporated under the LLP Act, 2008, Having Pan No- AABFQ0225A,, having its office at H. No. 137/0, Opp. Darul Falah Masjid, Vanjarpatti Naka, Millat Nagar, Nashik Road, Bhiwandi – 421302, hereinafter called **"PROMOTER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART;**

AND;

FOR INDIVIDUALS/JOINT ALLOTTEES

1. Mr./Mrs._____

   S/D/W of Mr. _____

   Resident of _____

   _____

   _____

   PAN _____

   Email Id : _____

2. Mr/Mrs. _____

   S/D/W of Mr. _____

Promoter	Allottee/s

Resident of _____

_____

_____

PAN _____

Email Id : _____

(*To be filled In case of joint Allottees)

(hereinafter singly/ jointly, as the case may be, referred to as the **'Allottee'** which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/her/their heirs, executors, administrators, legal representatives, successors, nominees and permitted assigns of the **OTHER PART**.

II. **FOR PARTNERSHIP FIRMS**

**M/s. _____ a Partnership Firm duly registered under the Partnership Act through its authorized representative/ partner Sh./ Smt. _____ having office at _____

_____ Email Id : _____ _____ (hereinafter referred to as the 'Allottee' which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership and their heirs, legal representatives, administrators, executors, nominees, successors and permitted assigns) of the **OTHER PART**

III. **FOR COMPANIES**

** M/s. _____ a Company registered under the Companies Act.1956, having its registered office at _____

_____ Email Id : _____ _____ _____ through its duly authorized signatory Mr/Mrs. _____ authorized by Board Resolution dated _____ (hereinafter referred to as the "Allottee" which expression shall unless repugnant to the context or

Promoter	Allottee/s

meaning thereof, be deemed to include its administrators, successors in interest, nominees and permitted assigns) of the **OTHER PART**.

WHEREAS

A. The Promoter have acquired the project land in the following manner:

a. One Mr. Murlidhar Nanuram Savalka was the lawful owner of and absolutely seized and possessed of ALL THAT piece and parcel of land adm. 4185 sq. yards equivalent to 3499.20 sq. mtrs. Lying, being and situate at Old Survey No. 164, Hissa No. 20 and 21 (Part), new survey No. 211/2, of Village- Kamatghar, Taluka-Bhiwandi, Dist. Thane, together with the house constructed therein within the city limits of the Bhiwandi Nizampur Municipal Corporation ("BNCMC") and within the registration district of Thane and sub-registration district of Bhiwandi which is more particularly set-out in the **First Schedule** hereunder written and hereinafter referred to as the said **"Property"**.

b. The said Mr. Murlidhar Nanuram Savalka died intestate on 16th July, 1993 leaving behind (1) Mr. Shivkumar Murlidhar Savalka, (2) Mr. Kailash Kumar Murlidhar Savalka, & (3) Mrs. Draupadi Murlidhar Savalka as his only lawful heirs as per the law of succession applicable to him at the time of his death and by virtue of mutation no. 5194 dated 27th May, 2009, the names of the said legal heirs were mutated in the village form 7/12 record of right.

c. The said Mrs. Draupadi Murlidhar Sawlka died intestate on 4th September, 2013 leaving behind (1) Mr. Shivkumar Murlidhar Savalka, & (2) Mr. Kailash Kumar Murlidhar Savalka, as her only lawful heirs as per the law of succession applicable to her at the time of her death and by virtue of mutation no. 6708 dated 16th October, 2019, the names of the said legal heirs were mutated in the village form 7/12 record of right.

d. By an indenture dated 29th December, 2021, registered with the Sub-registrar of Assurance of Bhiwandi under serial no. BVD-3-9247-2021 dated 29th December, 2021, executed between the said (1) Mr. Shivkumar Murlidhar Savalka, & (2) Mr. Kailash Kumar Murlidhar Savalka, therein referred to as the Vendors of the One Part and (1)

Shankarlal Nanuram Savalka, (2) Vimal Shankarlal Savalka, (3) Maheshkumar Shankarlal Savalka, & (4) Anita Maheshkumar Savalka, therein referred to as the Purchaser of the Other Part, the Vendors thereby sold, transferred and conveyed the Subject Property to the Purchasers on such terms and conditions and on such consideration which is more particularly set-out therein. By virtue of mutation no. 7104 dated 17th January, 2022, the names of the said purchasers were mutated in the village form 7/12 record of right.

e. By a Conveyance Deed dated 4th March 2024, registered with the Sub-registrar of Assurances of Bhiwandi under serial no. BVD-1-3658-2024, executed between (1) Shankarlal Nanuram Savalka, (2) Vimal Shankarlal Savalka, (3) Maheshkumar Shankarlal Savalka, & (4) Anita Maheshkumar Savalka, therein referred to as the Vendors of the one part and M/s. Quba Tradelinks LLP, therein referred to as the Purchasers of the other part, the Vendors thereby sold transferred and conveyed the said Property to the Purchasers for such consideration and on such terms and conditions more particularly set-out therein.

f. Thus by virtue of the above, the Promoter herein became the lawful owner of and is absolutely seized and possessed of the said Property more particularly set-out in the First Schedule hereunder written.

B. The Promoters propose to construct on the said property a building to be known as "**UNITY TOWERS**" consisting of Ground Floor plus _____ upper Floors by utilizing the entire potential of the said property being FSI, TDR and compensatory fungible FSI and other benefits as may be made available under the Regulations and/or Development Permissions.

C. The Bhiwandi Nizampur City Municipal Corporation (BNCMC) had issued permission and sanctioned plans for construction of new buildings under B. P. no. 19/2023-2024 and outward no. 1014 dated 12th June 2024. The Promoter proposed to amend the plans for utilizing the FSI, Premium FSI, TDR and Ancillary FSI by adding additional floors.

D. The Owner have represented that they shall construct the building in accordance with all the approvals, sanctions permissions and shall obtain further approvals, sanctions and permission as may be required in respect

of the said Proposed Buildings. The copies of approvals referred hereinabove are annexed hereto and marked as Annexure "1".

E. Pursuant to various permission granted by the Concerned Authority, the Promoters are constructing the said proposed buildings, as per the layout plan and buildings plans sanctioned by the Bhiwandi Nizampur City Municipal Corporation [BNCMC], the inspection of which has been given by the Promoters and the Allottee/s have seen and approved with only such modifications as the Owner may consider necessary or as may be required by the BNCMC or such any other authority on the said Property in accordance with the said sanctioned plan and shall sell the premises therein for residential use on "ownership basis" or such other basis as the Promoters may in their absolute discretion deem fit and proper.

F. The Allottee/s has/have seen the said Property prior to the execution of this Agreement. The Allottee/s has/have demanded from the Owner and the Owner have given inspection to the Allottee/s of all the documents of title relating to the said Property including copy of the Title Certificate, Property Register Card, Relevant Orders, Approved Plans, Approvals, designs and specifications prepared by the Promoter's Architects and all other documents as specified under the Maharashtra Ownership of Flats (Regulations of the Owner of Construction, Sale, Management and Transfer) Act, 1963 (MOFA) and The Real Estate (Regulation and Development Act, 2016) (hereinafter referred to as the said Act) and rules made thereunder which is hereby acknowledged and confirmed by the Allottee/s. The Allottee/s is/are duly satisfied with the same and has/have no objection or requisition with regard to the Title of the Promoter.

G. The Promoter have informed to the Allottee/s and the Allottee/s is/are aware that the Promoter will redevelop the said Property by constructing building to be used for residential purpose as set out herein hereinabove as per the sanctioned plans, with such modifications thereto as the Promoter may from time to time determine and as may be approved by the concerned local bodies and authorities. The schedule of the said redevelopment will also be determined by the Promoter at their own discretion.

H. The authenticated copy of the plan and specification of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by

the local authority has been marked on the plan annexed and marked as Annexure "2"with red colour hatched lines.

I. The Promoter have entered into a standard agreement with Architect registered with the Council of Architects and have appointed Structural Engineer for preparation of the plans, structural designs and drawings of the said Building to be constructed on the said Property. However, the Promoter shall have the right to remove and substitute the Architects and/or Structural Engineers until the said entire Building shall be completely developed;

J. The Allottee/s is/are fully and properly informed and is/are aware that the brochures, leaflets, handouts, presentations, advertisements, oral or written representations made by or on behalf of the Promoter and any other such informative material provided by the Promoter (hereinafter referred to as "the informative material") are for the sake of convenience and for representation of concept and that the same is likely to be changed, modified etc. from time to time and printed in different formats. The Allottee/s is/are aware that such informative material shall not form part of this Agreement and that the informative material will cease to be of any consequence for all purposes whatsoever, on execution of this Agreement and that this Agreement, the terms and conditions hereof supersede all such informative material and contents thereof.

K. The Promoter have entered into and/or shall enter into such Agreement with other person/s and/or parties in respect of the Sale of Flat, Car Parking Space/s etc. in the said Building/s.

L. The Allottee/s has/have full knowledge of the details and documents specified hereinabove and having fully understood the said disclosure made by the Promoter and the Allottee/s has/have expressed desire to purchase and acquire Flat No. _____, admeasuring _____ sq. mts. Carpet area (Carpet area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment) on the"____ (____)" Floor in the said Building to be named as "**UNITY TOWERS**" to be constructed on the said

Property together with the allotment of the exclusive use of the ___ (____) car parking space/s in the said building (hereinafter referred to as the "the said Premises/Apartment") and more particularly described in the Second Schedule hereunder written for the consideration of Rs. _____/- (Rupees _____Only) and on the terms and conditions hereinafter appearing.

M. The Promoter have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority vide a registration number _____ hereto annexed and marked as Annexure - "3"

N. Under Section 13 of the said Act the Promoter/s is/are required to execute a written Agreement for Sale of said Apartment with the Allottee/s, being these presents for the sale of the Apartment in the proposed Building and also to register the said Agreement under the Registration Act, 1908.

O. 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;

P. Prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs. _____/- (Rupees _____Only) being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

Q. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the (Apartment) and the covered parking (if applicable).

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

1. The Promoter shall construct a building to be known as **"UNITY TOWERS"**

Promoter	Allottee/s

as per the layout plan and buildings plans sanctioned by the Bhiwandi Nizampur City Municipal Corporation (BNCMC) on the said Property in accordance with the plans, designs, specifications approved by (BNCMC) from time to time so as to enable the Promoter to consume the full building potential of the said Property in accordance with the approved/ proposed plans. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

2A. **i.** The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Apartment No. _____ admeasuring _____ sq. metres carpet area on ____ Floor in the building **"UNITY TOWERS"** which is hereinafter referred to as "the Premises/Apartment" and more particularly set-out in the Second Schedule hereunder written and as shown in the Floor plan thereof hereto annexed and marked Annexure 2 for the consideration of Rs. _____ including Rs. _____/- being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Third Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

ii. The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s covered parking spaces being constructed in the layout for the consideration of Rs. _____/-.

2B. The total aggregate consideration amount for the apartment including parking spaces is thus Rs._____/-

2C. The Allottee/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 that Promoter the balance amount of Rs _____(Rupees _____) in the following manner :-

Promoter	Allottee/s

Amount	Percentage	Schedule of Payment
Rs._____/-	(not exceeding 30% of the total consideration)	after the execution of Agreement.
Rs._____/-	(not exceeding 45% of the total consideration)	on completion of the Plinth of the building or wing in which the said Apartment is located
Rs._____/-	(not exceeding 70% of the total consideration)	on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
Rs._____/-	(not exceeding 75% of the total consideration)	on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
Rs._____/-	(not exceeding 80% of the total consideration)	on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment.
Rs._____/-	(not exceeding 85% of the total consideration)	on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building;
Rs._____/-	(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 maybe prescribed in this Agreement
Rs._____/-	Balance	at the time of handing over of the possession of the Apartment.

2D. It is hereby expressly agreed that the time for payment of each of the aforesaid instalments of the purchase price/ consideration amount shall be an essence of the contract. 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.

2E. In the event such payment is not made within the prescribed period of **15 days**, then on the expiry of 15 days, the Allottee/s shall be liable to pay interest as set-out under MahaRERA from the date of default till payment.

2F. The Allottee/s shall pay to the Promoters, the said consideration stated in clause **2C** in instalments after deduction of and/or withholding such amount towards Tax Deducted at Source ("TDS") which is currently 1% (one per cent) of the amounts to be paid to the Promoters (in installments or otherwise), which TDS shall be deducted by the Allottee/s at the time of making respective payments and remitted in government account in accordance with the provisions of Income Tax Act, 1961, as amended. The Allottee/s agrees and undertakes to produce to the Promoter, respective TDS Certificates (Form 16B) evidencing payments of such respective TDS, within a period of **21 (twenty one)** days from the respective dates of such payments of TDS made by the Allottee/s and/or before the end of the respective Financial Year in which such payments of TDS would have been made, whichever is earlier, and in any event, prior to taking possession of the said Premises. It is specifically agreed that in the event of default on the part of the Allottee/s in making payment of TDS and/or producing the respective TDS Certificates for the same within 21 (twenty-one) days from

the date of payment and/or before the end of the respective Financial Year in which such payments of TDS would have been made and/or prior to taking possession of the said Premises, as the case may be and as specified herein, then the Allottee/s shall be deemed to have not paid the TDS and hence, shall be liable to deposit with the Promoters, the amount equivalent to the amounts aggregating to the TDS deemed to be unpaid (in respect whereof, respective TDS Certificates shall not have been produced to the Promoter), without interest, on or before taking possession of the said Premises, which amount shall be refunded by the Promoter to the Allottee/s on the Allottee/s's producing the respective TDS Certificates.

2G. Even if the Allottee/s has/have obtained a loan from any Bank or Financial Institution for payment of the Consideration (or part thereof) in respect of the said Apartment (which requires the prior written consent of the Promoters), the Allottee shall be solely responsible and liable to ensure timely payment of the Consideration (or part thereof) and all other amounts payable under this Agreement to the Promoters, as and when due, even if the loan or part thereof is not disbursed by the Bank / Financial Institution for any reason whatsoever.

2H. The Allottee/s further agrees that the Promoter shall not in any way be liable or responsible for the repayment of the loan taken by the Allottee/s. All costs in connection with the procurement of the Loan and creation of a mortgage over the said Apartment and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Allottee/s. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Promoter shall have a lien on the Flat to which the Allottee/s has no objection and hereby waives his/her/their right to raise any objection in that regard.

2I. The Allottee/s hereby expressly agrees that so long as the loan and the total consideration remains unpaid / outstanding, the Allottee/s subject to the terms hereof, shall not sell, transfer, let out and / or deal with the Apartment in any manner whatsoever without obtaining prior written permission of the Promoters and / or the relevant banks / financial institutions which have advanced the Loan. The Promoter shall not be liable for any of the acts of omission or commission of the Allottee/s which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the

Allottee/s to inform the ultimate organization about the lien / charge of such banks / financial institutions and the Promoters shall not be liable or responsible for the same in any manner whatsoever.

2J. The Allottee/s indemnifies and hereby agrees to keep indemnified the Promoters and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoters and its successors and assigns may suffer or incur by reason of any action that any bank / financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Allottee/s of the terms and conditions governing the Loan.

2K. The Allottee/s declares and confirms that in case of joint allotment, failure to pay by anyone shall be deemed as failure to pay by both and all the Allottee/s shall be treated as one single person / entity for the purpose of this Agreement and all shall be liable for the consequences jointly as well as severally.

2L. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, 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 Project payable by the Promoter) up to the date of handing over the possession of the [Apartment].

2M. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

2N. The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments @ % per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such

rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

2O. The Promoters are entitled to amend or vary the redevelopment scheme or layout, for optimal use of the available development potential and/or as may be required by BNCMC or any other concerned authority from time to time subject to prior consent of the Allottee/s as required under the said Act. The Promoters have further informed the Allottee/s that in the event of the layout in respect of the said Building would be amended; there may be variation in the area of the said Premises to the extent of (±) 3% (Plus or Minus three percent). It is however, specifically agreed between the Promoters and the Allottee/s that if the area of the said Premises would increase or decrease on account of change in layout/plans as contemplated herein, the consideration amount as specified hereinabove (which is to be derived as a consequence of such increase or decrease in the area of the said Apartment), shall also vary accordingly. In such an eventuality, in case there shall be reduction in the area, the said consideration shall be reduced to the extent of reduction in the area and the same shall be adjusted at the time of handing over possession of the said Premises to the Allottee/s. Similarly, in case of increase in the area, the additional consideration amount, to the extent of such increase, shall be payable by the Allottee/s together with the installments then remaining unpaid and in any event, prior to taking possession of the Premises.

2P. The Promoter shall confirm the final carpet area that has been Allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of (3%) three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/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/s. If there is any increase in the carpet area Allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s 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.

Promoter	Allottee/s

2Q. The Allottee/s authorizes the 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 Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2R. All payments, required to be made under this Agreement (except as otherwise provided) shall be made by Account Payee Cheques / Pay Order / Demand Drafts in favour of the "**M/s QUBA TRADELINKS LLP**". The payments towards **Service** Tax**/GST** shall be made by Account Payee Cheques / Pay Order / Demand Drafts in favour of the "**M/s QUBA TRADELINKS LLP**", unless otherwise informed by the Promoters to the Allottee/s in writing. No payment made otherwise than as aforesaid, shall be valid or binding against the Promoters.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee/s and the common areas to the association of the Allottee/ss after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 2(c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive

FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee/s has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter Only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s(s) to the Promoter.

4.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/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/s fails to rectify the breach or breaches mentioned by the 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 Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure "4"** annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee/s on or before _____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

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

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

7.1. Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the [Apartment], to the Allottee/s in terms of this Agreement to be taken within 3(three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment] to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee/s, as the

case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

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

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

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office/shop. He/ She shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Promoter shall take steps to form a Society or Association or a Limited Company after the majority of the apartments are booked in the project. The Allottee/s along with other Allottee/s(s)s of Apartments in the building shall join informing and registering the Society or Association or a Limited Company to be known by such name as the 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 byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organization of Allottee/s. No objection shall be taken by the Allottee/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 maybe, or any other Competent Authority.

9.1. The 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 Vendor/Lessor/Original Owner and/or the Promoter in the said structure of the Building or wing in which the said Apartment is situated.

9.2. The 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 Vendor/Lessor/Original Owner and/or the Owner in the project land on which the building with multiple wings or buildings are constructed.

9.3. Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs. ____ per month towards the outgoings. The amounts so paid bythe Allottee/s to the Promoter shall not carry any interest and remain with the 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 Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

i) Rs. _____/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

ii) Rs. _____/- for formation and registration of the Society or Limited Company/Federation/ Apex body.

iii) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

iv) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.

v) Rs. _____/- for Deposit towards Water, Electric, and other utility and services connection charges &

vi) Rs _____/- for deposits of electrical receiving and Sub Station provided in Layout.

11. The Allottee/s shall pay to the Promoter a sum of Rs. _____/- 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.

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

Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee/s shall pay to the Promoter, the Allottee/ss' 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. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee/s as follows:

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter 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/s created herein, may prejudicially be affected;

vii. The 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 project land, including the Project and the said [Apartment] which will, in any manner, affect the rights of Allottee/s under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment]to the Allottee/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 Allottee/ss the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/ss;

x. The 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 project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows:-

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be

against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/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 and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/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 or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or

RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the 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 is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.

ix. The Allottee/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 until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.

x. The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/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 in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee/s shall permit the 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 project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/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 Apartments or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. Till a Conveyance or Assignment of the said property and the said building is executed, the Promoters shall be entitled with or without workmen, surveyors agents and others, at all reasonable times, to enter into the said

flat and the said Building or any part thereof which may affect the stability of the structure and elevation of building with a view to and examine the state and conditions thereof;

18. The Promoter may sell, transfer or assign all their rights, title and interest in the said property (subject to the rights and interests created in favour of the Allottee/s)in respect of the unsold flats in the said Building but without in any manner affecting the Allottee/s's rights;

19. The Promoters hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings, etc. on any open spaces/common areas in the said property including on the terrace and compound walls for the said purpose on such terms and conditions as the Promoters may desire. The said right shall continue to subsist even after the execution of Conveyance or assignment of the said property and the said building in favour of the society or common Organization/Association to be formed by the flat Allottee/ss;

20. INDEMNIFICATION BY THE ALLOTTEE/S:

The Allottee/s shall indemnify and harmless, and keep indemnified and harmless the Promoters, from time to time, against any and all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including professional fees/costs incurred in relation thereto) of whatsoever nature incurred or suffered by the Promoters, directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoters under this Agreement; (b) any breach and/or default by the Allottee/s in the performance of any and/or all of his obligations under this Agreement; and (c) damages to any property(ies) howsoever arising related to the use and/or occupation of the said Flat and/or the said Property and directly or indirectly as a result of the negligence, act and/or omission of the Allottee/s or his agents, servants, tenants, guests, invitees, contractors (including their sub-contractors) and/or any person or entity under his control and (d) from Allottee/s's non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

21. NON-RESIDENT ALLOTTEE/S:

Promoter	Allottee/s

The Allottee/s, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India, etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Allottee/s understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for action under the FEMA as amended from time to time. The Promoters accept no responsibility / liability in this regard. The Allottee/s shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment / remittances on behalf of any Allottee/s and such third party shall not have any right in the application / allotment of the said Flat applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee/s only.

22. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such [Apartment].

23. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s

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

24. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, 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 Apartment/building, as the case may be.

25. RIGHT TO AMEND

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

26. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENT ALLOTTEE/SS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/ss of the [Apartment], in case of a transfer, as the said obligations go along with the [Apartment] for all intents and purposes.

Promoter	Allottee/s

27. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s(s) in Project, the same shall be in proportion to the carpet area of the [Apartment] to the total carpet area of all the [Apartments] in the Project.

29. FURTHER ASSURANCES

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

30. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in after the Agreement is duly executed by the Allottee/s and the 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 Bhiwandi.

31. The Allottee/s and/or Promoter shall present this Agreement as well as the

Promoter	Allottee/s

conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

32. That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below: Name of Allottee/s (Allottee's Address) Notified Email ID:_____ Promoter name (Promoter Address) Notified Email ID: _____

It shall be the duty of the Allottee/s and the 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 Promoter or the Allottee/s, as the case may be.

33. JOINT ALLOTTEE/S

In case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/ss.

34. STAMP DUTY AND REGISTRATION:

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s.

35. DISPUTE RESOLUTION:

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, thereunder.

36. GOVERNING LAW:

Promoter	Allottee/s

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts of Bhiwandi will have the jurisdiction for this Agreement.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

(the said Property)

ALL THAT piece and parcel of land adm. 4185 sq. yards equivalent to 3499.20 sq. mtrs. Lying, being and situate at Old Survey No. 164, Hissa No. 20 and 21 (Part), new survey No. 211/2, of Village- Kamatghar, Taluka-Bhiwandi, Dist. Thane, together with the house constructed therein within the city limits of the Bhiwandi Nizampur Municipal Corporation ("BNCMC") and within the registration district of Thane and sub-registration district of Bhiwandi.

THE SECOND SCHEDULE ABOVE REFERRED TO:

SAID APARTMENT

Flat No._____, admeasuring _____ sq. fts. Carpet area equivalent to ____ sq. mt. carpet area (including the areas covered by dry balcony, duct, flower-bed, niches, enclosed balconies, partly common areas, fungible areas, etc.) on the "_____ (_____)" together with __ car parking in the said Building to be named as "**UNITY TOWERS**" to be constructed on the said Property.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Common areas)

Prorata right along with all Purchasers of premises in the said property in limited common areas and facilities i.e. to say.

(1) Staircase.
(2) Entrance Hall.
(3) Lift, lift machine room (if any).

Promoter	Allottee/s

SIGNED AND DELIVERED)

By the within named **"THE PROMOTER"**)

Designated partner of M/s QUBA TRADELINKS LLP)

)

Mr. _____)

)

)

SIGNED AND DELIVERED)

By the within named **"THE PURCHASER/S"**)

(1))

)

)

(2))

)

)

)

)

in the presence of ……

Promoter	Allottee/s

RECEIPT

Received on the day and year first hereinabove written a sum of Rs. /- (Rupees _____ _____ Only) payable by the Purchaser/s to us.	))) Rs. /-

We say Received

(PROMOTER)

Promoter	Allottee/s

****

DATED THIS _____ DAY OF _____, 20__

****

AGREEMENT FOR SALE

BETWEEN

M/s. QUBA TRADELINKS LLP

…….. PROMOTER

AND

(1) _____

(2) _____

…….. PURCHASER/S

****

B. M. CHAUHAN & CO.
CHARTERED ACCOUNTANTS

MUMBAI OFFICE:
1104, 11th Floor, Ozone Biz Center, Belassis Road,
Mumbai Central, Mumbai - 400008.

BHIWANDI OFFICE:
101, Stoneflower, Thane Road,
Bhiwandi – 421302.
****

Promoter	Allottee/s