

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Bhiwandi this __ day of _____,
20__

BETWEEN

M/s. QUBA REALTY LLP, a Limited Liability Partnership Firm incorporated under the LLP Act, 2008, having its office at H. No. 137/0, Vanjarpati Naka, Millat Nagar, Bhiwandi – 421302, represented through its Designated Partner/s, **(1) MR. SHAHNAWAZ FAROOQUE AHMED MOMIN, (2) MR. ADIL NASIR HUSSAIN MOMIN**, hereinafter referred to as **“THE PROMOTER/S”** (which expression shall unless it be repugnant to the

Promoter	Allottee/s

context or meaning thereof be deemed to mean and include its executors and administrators and permitted assigns) of the **ONE PART**;

AND

MR./MRS./MISS _____, of _____, Indian Inhabitant/s residing at _____, hereinafter referred to as “**THE ALLOTTEE/S/S**” (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his/her/their, heir/s, executor/s, administrator/s and assign) of the **OTHER PART**;

OR

_____, a Company incorporated under the provision of the Companies Act, 1956 having its registered office at _____, hereinafter referred to as “**THE ALLOTTEE/S/S**” (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successor and permitted assigns) of the **OTHER PART**;

OR

_____, a Partnership Firm registered under the Indian Partnership Act, 1932 having its registered office at _____, hereinafter referred to “**THE ALLOTTEE/S/S**” (which expression shall, unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its partners for the time being, their successors and the last surviving partner) of the **OTHER PART**.

OR

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M/S. _____ LLP, a Limited Liability Partnership formed under the provisions of the Limited Liability Partnership Act, 2008 bearing **LLPIN:** _____ and **PAN:** _____, having its registered office at _____, hereinafter referred to as “**THE ALLOTTEE/S/S**” (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 constituting the said firm and the survivors or survivor of each of them and the heirs, executors and administrators of the last such survivor and his/her/their permitted assigns) of the **OTHER PART**;

The Promoter and the Allottee/s/s shall individually be known as the “**PARTY**” and collectively as the “**PARTIES**”.

WHEREAS:-

A. **The Promoters have acquired the Property as follows:-**

- i. One Mr. Asif Najmuddin Qureshi is the lawful owner of and absolutely seized and possessed of ALL THAT piece and parcel of land bearing City Survey no. 2838, admeasuring 229.90 sq. mt. situated at Revenue Village - Bhiwandi, Taluka - Bhiwandi, Dist- Thane, within the Registration & Sub-Registration of Bhiwandi & within the city limits of Bhiwandi Nizampur City Municipal Corporation (BNCMC).

- ii. By a Development Agreement Dated 26th November, 2021, registered with the sub-registrar of assurances of Bhiwandi under serial no. BVD-2-12477-2021, executed between M/s. Quba Realty LLP, through its Designated Partner/s (1) Mr. Adil Nasir Husain Momin, & (2) Mr. Yusuf Nasir Husain Momin, therein referred to as the Developer of First Part; and Mr. Asif Najmuddin Qureshi, in respect of ALL THAT piece and parcel of land bearing City Survey no. 2838, admeasuring 229.90 sq. mt.

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situated at Revenue Village - Bhiwandi, Taluka - Bhiwandi, Dist- Thane, within the Registration & Sub-Registration of Bhiwandi & within the city limits of Bhiwandi Nizampur City Municipal Corporation (BNCMC).

iii. Pursuant to the Development Agreement dated 26th November, 2021, Mr. Asif Najmuddin Qureshi, the owner therein have executed Irrevocable Power of Attorney in respect of the Subject Property in favour of Designated Partners of M/s. Quba Realty LLP namely, (1) Mr. Adil Nasir Husain Momin, & (2) Mr. Yusuf Nasir Husain Momin, to do various acts and deeds as referred under the Development Agreement. The said Power of Attorney is duly registered with the Sub-Registrar of Assurances at Bhiwandi, under Serial No. BVD-2-12478-2021 dated 26th November, 2021

B. The Promoter has entered into standard agreement and have engaged the services of M/s. H. K. Design & Consultant, Architects for the proposed construction to be carried out on the Subject Property by constructing multi storey building/s consisting of flats and/or shops and/or offices (**“Building/s”**). The Promoter has engaged the services of structural engineers for the preparation of structural design and drawings for the proposed construction to be carried out on the Subject Property.

C. The Bhiwandi Nizampur City Municipal Corporation (**“BNCMC”**) sanctioned the plans submitted by M/s. H. K. Design & Consultant and issued approval bearing no. J.K.N.R.V./1192 dated 26th April, 2022 (**“sanctioned plans”**) for development of the Subject Property more particularly described in the First Schedule hereunder written on the terms and conditions as more particularly mentioned in the said approval which is annexed hereto.

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- D. Pursuant to the above, the Promoter herein is fully entitled to and is absolutely seized and possessed of and otherwise well and sufficiently entitled to develop the Subject Property by constructing building/s thereon in accordance with the sanctioned plans. The Promoter, as the Developers, alone have the sole and exclusive right to sell the units in the said building/s to be constructed on the Subject Property and to enter into agreement/s with the Purchaser/s of the same and to receive the sale consideration thereof.
- E. Pursuant to the above, the Promoter has commenced construction of One (1) multi storey building/s to be known as “**AMEENA HEIGHTS**” on the Subject Property consisting of Ground plus 8 upper floors, which includes flats and/or shops and/or offices (hereinafter referred to as “**Apartments**”) including open/stilt car parking spaces, closed car parking spaces/mechanical parking facilities (if any), as per the layout plan and buildings plans part of which is sanctioned by the BNCMC and the balance approvals shall be obtained in phase wise manner from time to time.
- F. The development of the Subject Property by constructing building of Ground plus 8 upper floors consisting of Flats/Shops/Offices including the parking spaces and common areas & amenities is proposed by the Promoter and has been registered as a “real estate project” (hereinafter referred to as the said “**Real Estate Project**”) with the Maharashtra Real Estate Regulatory Authority (“**MahaRERA**”) under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Rules and Regulations framed thereunder and any amendment thereto. The MahaRERA has duly granted a certificate of registration bearing no. _____, which is annexed hereto (“**RERA Certificate**”).
- G. The Promoter herein represents that the Building/s is being constructed in accordance with all the approvals, sanctions,

Promoter	Allottee/s

permissions and shall obtain further approvals, sanctions, permissions in stages in order to utilize entire available Basic FSI, Premium FSI, Ancillary FSI, Incentive FSI, Fungible FSI, TDR or any other development potential by whatever name called available on the Subject Property.

- H. The Promoter has entered into and/or shall enter into such Agreement with other person/s and/or parties in respect of the sale of Apartment, car parking spaces, etc. in the said Building/s.
- I. The Promoter has got some of the approvals from the concerned local authority(s) for the said building/s and shall obtain the balance approvals from various authorities phase-wise in order to utilize entire available Basic FSI, Premium FSI, Ancillary FSI, Fungible FSI, Incentive FSI, TDR or any other development potential by whatever name called available on the Subject Property. The Promoter has informed the Purchaser/s about such proposed amendments to be obtained in due course of construction and the Purchaser/s has perused a copy of the final plan of the said building/s undertaken by the Promoter which shall be sanctioned by the BNCMC in stages to utilize the entire development potential available on the Subject Property.
- J. The Purchaser/s, prior to execution of this Agreement, have seen the Subject Property. The Purchaser/s has demanded inspection/information from the Promoter and the Promoter has given inspection to the Purchaser/s of the documents of title by which the Promoter has acquired right & title to develop; all the approvals and sanctions issued by relevant authorities for the development of the Subject Property; RERA certificate; such other documents as are specified under RERA and the Rules and Regulations framed thereunder and all other documents as demanded by the Purchaser/s. The Purchaser/s have also examined and caused to examine all

Promoter	Allottee/s

documents, information, plans uploaded by the Promoter on the website of MahaRERA viz. www.maharera.mahaonline.gov.in and have understood the information and documents in all respects.

- K. The principal and material aspects of the said Real Estate Project as disclosed by the Promoter are briefly stated below-
- (i) The said Real Estate Project is to be developed in a phase-wise manner.
 - (ii) The Purchaser/s has perused a copy of the Layout Plan of the which specifies the location of the building to be built on the Subject Property specifying the proposed total FSI proposed to be utilized on the Project Land and also, the tentative locations where common areas, facilities and amenities, and other open and built-upon spaces are proposed to be situate.
 - (iii) The scheme and scale of development proposed to be carried out by the Promoter on the Subject Property is in accordance with applicable law as amended from time to time.
 - (iv) The Promoter shall be entitled to form a society/condominium/limited company/federation/apex body and confer title of the Subject Property to such entity.
 - (v) The nature of development of the Subject Property will be phase wise and would constitute a mixture of users as may be permissible under applicable laws from time to time.
 - (vi) The Promoter would be entitled to aggregate any contiguous land parcels with the development of the Subject Property, as provided under the Proviso to Rule 4(4) of the RERA Rules.

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- (vii) The Promoter is entitled to amend, modify and/or substitute the proposed future and further development of the Subject Property in full or in part, as may be required by the applicable laws from time to time.
- (viii) The Promoter has entered into and/or shall enter into such Agreement with other person/s and/or parties in respect of the sale of Apartment, car parking spaces, etc. in the said Building/s.
- (ix) The Promoter shall allot in any logical manner the car parking spaces, terraces attached to the apartments, open terraces and/or any area forming part of the limited common area of the said Real Estate Project to any prospective part/ies for their exclusive use.

L. On being satisfied himself/herself/themselves in respect of the various documents and approvals of the said Real Estate Project and the material aspects of the said Real Estate Project as set-out in recital ‘K’ hereinabove, the Purchaser/s have applied to the Promoter for purchase on ownership basis, residential/commercial flat/shop/office bearing no. _____ on the _____ floor admeasuring _____ sq. mt. comprising of _____ carpet area of the said Apartment along with _____ sq. mt. of exclusive area on the _____ Floor as shown in the plan annexed hereto (the said “**APARTMENT**”) together with _____ covered parking space/s and more particularly described in the Second Schedule hereunder written in the building to be known as “**AMEENA HEIGHTS**” being constructed on the Subject Property described in the First Schedule hereunder written.

M. The list of annexures attached to this Agreement are stated hereinbelow:

Annexure “1”: Property card of the Subject Property.

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Annexure “2”: Copy of Building Plan Approval issued by BNCCM.

Annexure “3”: Copy of RERA Certificate.

Annexure “4”: Floor Plan of the said Apartment being the extract of sanctioned plan.

Annexure “5”: Partners’ Resolution authorizing the partners of the Promoter mentioned herein to enter into this Agreement.

- N. Under Section 13 of RERA, the Promoter is required to execute a written agreement for sale of the said Apartment with the Purchaser/s and is also required to register this Agreement under the provisions of the Registration Act, 1908 provided that the Purchaser/s has paid all the necessary and applicable charges including but not limited to the Stamp Duty, Registration Charges, GST as may be required for registration of this Agreement.
- O. The parties relying on the confirmation, representations and assurances of each other to faithfully abide by all the terms and conditions contained in this Agreement and all applicable laws, are now entering into this Agreement on the terms and conditions as 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 Promoters 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.

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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 Promoters shall construct a building to be known as “**AMEENA HEIGHTS**” consisting of Ground Floor to 8th upper floors (the “Building”) on the said Property admeasuring approximately ____ square meters demarcated in red colour boundary lines on the plan hereto annexed and marked as **Annexure – 7**” in accordance with the plans, designs, specifications approved by the BNCCMC from time to time so as to enable the Promoters to consume the full building potential of the said Property in accordance with the approved/ proposed plans. Provided that the Promoters 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. 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 “**Ameena Heights**” (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure _ and _ 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 Second Schedule annexed herewith.

2B. The total aggregate consideration amount for the apartment including

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parking spaces is thus Rs.____/-

2C. The Allottee/s has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ Only) as advance payment or application fee and hereby agrees to pay to that Promoters the balance amount of Rs _____(Rupees _____) in the following manner :-

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.

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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. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters 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 Promoters) up to the date of handing over the possession of the [Apartment].

2E. 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

Promoter	Allottee/s

Bodies/Government from time to time. The Promoters 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 Promoters 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.

2F. The Promoters 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 Promoters.

2G. The Promoters 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 three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters 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 Promoters 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.

2H. The Allottee/s authorizes the Promoters 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 Promoters may in its sole

Promoter	Allottee/s

discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoters 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.

2.1 The Promoters 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 Promoters as well as the Allottee/s. The Promoters 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 Promoters as provided in clause 2(c) herein above. (“Payment Plan”).

3. The Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoters 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 Promoters 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

Promoter	Allottee/s

Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters Only.

4.1 If the Promoters fails to abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee/s, the Promoters 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 Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s(s) to the Promoters.

4.2 Without prejudice to the right of Promoters 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 Promoters 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 Promoters shall at his own option, may terminate this Agreement.

Provided that, Promoters 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 Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

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Provided further that upon termination of this Agreement as aforesaid, the Promoters 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 Promoters) 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 Promoters.

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 Promoters in the said building and the Apartment as are set out in Annexure '-', annexed hereto.

6. The Promoters shall give possession of the Apartment to the Allottee/s on or before _____. If the Promoters 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 Promoters 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 Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters 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.

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7.1. Procedure for taking possession - The Promoters, 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 Promoters shall give possession of the [Apartment] to the Allottee/s. The Promoters 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 Promoters. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottee/s, as the case may be. The Promoters 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 Promoters 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 Promoters as per clause 8.1, the Allottee/s shall take possession of the [Apartment] from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters 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 Promoters 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

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rectified by the Promoters 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 Promoters, 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 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 Promoters 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 Promoters within seven days of the same being forwarded by the Promoters to the Allottee/s, so as to enable the Promoters to register the common organisation 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 Promoters 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 Promoters in the said structure of the Building or wing in which the said Apartment is situated.

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9.2. The Promoters 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 Promoters 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 Promoters 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 Promoters 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 Promoters provisional monthly contribution of Rs. ____ per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters 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 Promoters 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 Promoters, the following amounts:-

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- 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 Promoters a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters 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 Promoters, the Allottee/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

Promoter	Allottee/s

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 Promoters, the Allottee/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. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

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

- i. The Promoters 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 Promoters 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 except those disclosed in the title report;
- 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

Promoter	Allottee/s

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 Promoters 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 Promoters 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 Promoters 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 Promoters confirms that the Promoters 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 Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/ss;
- x. The Promoters 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;

Promoter	Allottee/s

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 Promoters in respect of the project land and/or the Project except those disclosed in the title report.

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

Promoter	Allottee/s

it was delivered by the Promoters 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 Promoters 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 Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or

Promoter	Allottee/s

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 Promoters 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 Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said

Promoter	Allottee/s

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 Promoters 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 Promoters shall maintain a separate account in respect of sums received by the Promoters 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 Promoters 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. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoters 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

Promoter	Allottee/s

and interest of the Allottee/s who has taken or agreed to take such [Apartment].

18. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Promoters does not create a binding obligation on the part of the Promoters 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 Promoters. If the Allottee/s(s) fails to execute and deliver to the Promoters 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 Promoters, then the Promoters 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.

19. 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.

20. RIGHT TO AMEND

Promoter	Allottee/s

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

21. 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.

22. 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.

23. 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.

Promoter	Allottee/s

24. 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.

25. PLACE OF EXECUTION

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

26. The Allottee/s and/or Promoters 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 Promoters will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoters 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:_____ Promoters name (Promoters Address) Notified Email ID: _____

Promoter	Allottee/s

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

28. JOINT ALLOTTEE/SS

In case there are Joint Allottee/ss all communications shall be sent by the Promoters 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.

29. STAMP DUTY AND REGISTRATION

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

30. 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.

31. GOVERNING LAW

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.

Promoter	Allottee/s

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:

ALL THAT piece and parcel of land bearing City Survey no. 2838, admeasuring 229.90 sq. mt. situated at Revenue Village – Bhiwandi, Taluka – Bhiwandi, Dist-Thane, within the Registration & Sub-Registration of Bhiwandi & within the city limits of Bhiwandi Nizampur City Municipal Corporation (BNCMC).

THE SECOND SCHEDULE ABOVE REFERRED TO:

FIRSTLY:

Flat No. _____, admeasuring _____ sq. mts. carpet area on the“____ (____)” Floor in the said Building to be named as “**AMEENA HEIGHTS**”to be constructed on the said Property

SECONDLY:

(_) car parking space/s in the said building are allotted as an exclusive additional amenity confined to the said Apartment

THE THIRD SCHEDULE ABOVE REFERRED TO:

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.

Promoter	Allottee/s

(3) Lift, lift machine room (if any).

SIGNED SEALED AND DELIVERED By the within named “PROMOTERS”	Signature/Thump Impression	Photograph
M/s. QUBA REALTY LLP, through its Designated Partner _____		
In the presence of		
1.		
2.		

SIGNED SEALED AND DELIVERED By the within named “ALLOTTEE/S”	Signature/Thump Impression	Photograph

Promoter	Allottee/s

In the presence of		
1.		
2.		

Promoter	Allottee/s

RECEIPT

Received of and from the within named, _____, amount of Rs._____-/- (Rupees_____ only) being the amount received against the Part consideration payable by the Allottee/s/s to us.

Sr.	Date	Cheque No.	Bank Name	Amount
1			_____ Bank	Rs. _____/-
2			_____ Bank	Rs. _____/-

We say Received

QUBA REALTY LLP, through its
Designated _____ Partner

Promoter	Allottee/s

DATED THIS ____ DAY OF _____, 2022

AGREEMENT FOR SALE

BETWEEN

M/s. QUBA REALTY LLP

..... PROMOTER

AND

..... PURCHASER

B. M. CHAUHAN & CO.
CHARTERED ACCOUNTANTS

MUMBAI OFFICE:
111, Currimjee Building,
M. G. Road, Fountain, Fort, Mumbai – 400001.

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

Promoter	Allottee/s