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Mr. Sachin Bhausaheb Zambare [AAOPZ4716G] Age:33 years having address at AL-4, 36/7, Vidya Sagar Apt, Near Radhikabai Meghe School, Sector-16, Airoli, Navi Mumbai, Thane, Maharashtra 400708, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, administrators, executors and assigns), of the OTHER PART.  
The Promoter and the Allottee are hereinafter individually referred to as the "Party" and collectively as the "Parties".





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(दस्त गोषवारा भाग - २)

**WHEREAS:**

- A. By an Indenture of Lease dated April 1, 1967, registered with the sub-registrar of assurances at Thane under registration no. BOM/R/2675/1967 on June 27, 1967 ("Indenture of Lease"), the Maharashtra Industrial Development Corporation ("MIDC"), a Corporation constituted under the Maharashtra Industrial Development Act, 1961 (MAH.III of 1962) (as lessor therein), demised unto and in favour of one Standard Mills Company Limited (as lessee therein), all that piece and parcel of land or ground situated at Plot No. 4 in the Trans Thane Creek Industrial Area, within the villages of Ghansoli & Savali Taluka, Thane, admeasuring approximately 3,73,340 sq. mtrs, together with the buildings, erections, structures and appurtenances thereto ("Larger Property"), for a period of 100 years (commencing from August 1, 1965), and upon such terms and conditions as more particularly set out in the Indenture of Lease.
- B. Pursuant to Order dated April 16, 2008 and bearing reference no. MIDC/ROMHP/TTC/4/2035, by a Deed of Assignment dated April 24, 2008, registered with office No. 5 of the sub-registrar of assurances, Thane, under serial no. TNN/5/3543/2008 on April 24, 2008, Standard Industries Limited assigned and transferred all its right, title and interest along with leasehold rights in respect of a part of the Larger Property being Plot No. 4/1 admeasuring approximately 1,21,405.692 sq. meters, situate in the Trans Thane Creek Industrial Area, within the villages of Ghansoli & Savali Taluka, Thane and more particularly described in Schedule - I hereunder written and hereto annexed as Annexure "A" ("Master Land"), unto and in favour of the Promoter, solely and absolutely, for the unexpired residue of the term created by the hereinabove recited Lease Deed and on the terms and conditions more particularly set out therein. The Promoter is seized and possessed of and otherwise well and

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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Navi Mumbai on this 14<sup>th</sup> day of Feb., 2020

BETWEEN

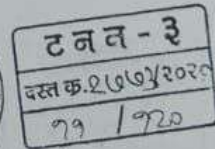
AURUM PLATZ IT PRIVATE LIMITED (formerly known as LOMA IT PARK DEVELOPERS PRIVATE LIMITED) [PAN AABCL3669A], a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Plot No. Gen-4/1, TTC Industrial Area, Thane - Belapur Road, Ghansoli, Navi Mumbai - 400 710, Maharashtra and having CIN [U45400MH2007FTC174767], hereinafter referred to as the "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 FIRST PART:

AND

[Signature] [Signature]

- has taken such additional steps as the Allottee deemed fit to confirm the contents of the Title Report and the Allottee is consequently satisfied that the Promoter has clear and marketable title to the Project land.
- G. The Promoter has engaged the services of M/s. Abhikalpan Architect and Planners as their Architect and M/s. Mahimtura Consultants Pvt Ltd. as their Structural Engineer for the preparation of the designs and drawings in respect of the Building and the construction of the Building shall be under the professional supervision of the Architect and the Structural Engineer as required under the bye-laws of the local authorities. However the Promoter herein reserve the right to change such Architect and Structural Engineers during the course of construction and / or before the completion of the Building/s, without the consent and / or approval of the Allottee.
- H. The Promoter will commence the construction of 1) "Q Islands R4" having structure Ground, 2 Podiums, 37 upper Floors and terrace, 2) "Q Islands R5" having structure Ground, 2 Podiums, 37 upper Floors and terrace, 3) "Q Islands R6" having structure Ground, 2 Podiums, 37 upper Floors and terrace, and 4) "Q Islands R7" having structure Ground, 2 Podiums, 37 upper Floors and terrace ("Building(s)") under the name and style known as "Q Islands R4", "Q Islands R5", "Q Islands R6" and "Q Islands R7" respectively, in accordance with the approved and sanctioned plans. Each of the Building(s) will be an independent project.
- I. As a part of the development of the Project Land the Promoter has started construction of Q Islands R4 ("Building") which is the subject matter of this Agreement and the Promoter has obtained necessary approvals for the building plans as follows:

*A. [Signature]*



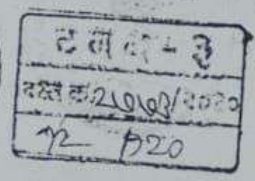
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Sr. No	Approval Document	Document Date	Document Reference No	Issuing Authority
1	Commencement Certificate	28/12/2019	EE/SPA/GEN-4/1/E-31223/of 2019	Engineer, Special Planning Authority, MIDC

The Commencement Certificate stated above is annexed and marked as **Annexure "D"**.

- J. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, elevations, sections of the Building(s) and shall obtain the balance approvals from various authorities from time to time, including but not limited to BCC of the Building(s).
- K. The Promoter have registered the said Q Islands R4 project under the provisions of Real Estate Regulatory Authority (RERA) bearing registration no P51700023775
- L. The Promoter has sole and exclusive right to allot the Apartment(s) in the Building(s) being constructed by the Promoter and to enter into Agreement(s) with the Allottees of the Apartment(s) and receive the Sale consideration in respect thereof.
- M. While sanctioning the plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land and the Building(s) thereon and upon due observance and performance the BCC in respect of the Building(s) shall be granted by the concerned local authority.

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sufficiently entitled to the Master Land described herein above which will be developed in a phase wise manner / different phases till December 2016.

- C. The Master land has been notified as Integrated IT Township (IIT) under the prevailing Government of Maharashtra IT/ITES policy and has been granted an approval for the Master Plan for the IIT development. Promoter has also been granted necessary permissions/sanctions to develop a portion of the Master Land as Special Economic Zone ("SEZ Area") and the balance portion of the Master Land is being developed for the purpose of Support Services including residences, under MIDC governing rules and regulations and circulars as in force from time to time and the General Agreement dated February 8, 2016 between MIDC and the Promoter.
- D. This Agreement shall always be subject to the provisions of the Indenture of Lease dated April 1, 1967, Deed of Assignment dated April 24, 2008, MIDC governing rules and regulations and circulars as in force from time to time, the General Agreement dated February 8, 2016 between MIDC and the Promoter and shall be subject to the various terms and conditions (including the revisionary rights of the Promoter) stipulated therein and the Allottee/s accept and acknowledge the same.
- E. The proposed development by the Promoter includes construction of multi-storied residential building(s) upon a portion of the Master Land which admeasures approximately 29,055.36 sq. meters more particularly described in **Schedule - II** hereunder written delineated in green on the plan and annexed hereto as **Annexure "B"** ("Project Land").
- F. The copy of the Title Report in respect of the Project Land and Master Land issued by the Advocates of the Promoter, and which has been shown to and examined by the Allottee, is hereto annexed as **Annexure "C"** and the Allottee



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- N. The floor plan, layout plans and specifications of the Said Apartment which is to be allotted and is intended to be acquired by the Allottee is clearly demarcated and marked and Annexed at Annexure "E" and Annexure "F".
- O. On demand from the Allottee, the Promoter have given inspection to the Allottee of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 ("Act") read with Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates Of Interest And Disclosures On Website) Rules, 2017 ("Rules"), and regulations made thereunder.
- P. The Allottee has applied to the Promoter for the Allotment of the Apartment no 2302 in Q Islands R4 after going through and understanding all the conditions stated in the sanctioned plan by respective competent authorities and has agreed to be bound by all such conditions and abide by the same strictly. The Apartment is more particularly described in Schedule - III.
- Q. Under section 13 of the Act read with its Rules, the Parties are required to execute a written Agreement for Sale of said Apartment with the Allottee, being in fact this Agreement and also to register the said Agreement.
- R. Prior to the execution of this present the Allottee has paid to the Promoter a sum of Rs. 4,76,190/- (Rs. Four Lacs Seventy Six Thousand One Hundred Ninety only) being part payment of the Consideration of Rs. 1,21,35,135/- (Rs. One Crore Twenty One Lacs Thirty Five Thousand One Hundred Thirty Five only) toward allotment of the said Apartment as an advance payment (the payment and receipt whereof the Promoter do hereby admit and acknowledge) and the

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Allottee/s has agreed to pay to the Promoter the balance of the Consideration in the manner particularly set out hereinafter.  
S. Relying upon the said application and the representations, declarations and assurances made by the Allottee to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase from the Promoter the Apartment at the consideration and on the terms and conditions hereinafter appearing.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim.
2. **DEFINITIONS:**
  - 2.1. **Agreement:** shall mean this Agreement together with the schedules and annexures hereto and any other deed and / or document(s) executed in pursuance thereof.
  - 2.2. **Allottee** means the person to whom an Apartment has been allotted or transferred by the Promoter, and includes the person who subsequently acquires the apartment through Sale, transfer or otherwise but does not include a person to whom such apartment is given on rent.
  - 2.3. **Apartment** whether called block, chamber, dwelling, unit, flat, tenement, or by any other name, means a separate support service unit which is self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on a floor/s, in a building or on a plot of land, used or intended to be used as residence by the Allottees.

*[Handwritten Signature]*



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