

AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at Bhayander on this _____ day of _____ 2023,

BETWEEN

M/s. 786 MICRONE BUILDERS & DEVELOPERS, (PAN - AAAFZ8156G) a partnership firm, duly represented by one of its Partners Mrs. SUBHANA NOORUDIN SHAIKH, having address at B-70, 101, Sector 1, Nitin Shanti Nagar, Opp TMT Bus Stop, Mira Road (E) Dist. Thane - 401107, hereinafter referred to as "PROMOTER" of **ONE PART** (which expression unless it be repugnant to the context or meaning thereof shall deem to mean and include the said firm and its partner or partners from time to time and their respective heirs, executors, administrators and assigns) of the **ONE PART**

AND

MR. ARUN GOSWAMI having address at Rammahesh Goswami, 1003 Building No.11, D B Ozone, Off Western Express Highway, Near Dahisar Check Naka, Mira Road East, Mira - Bhayander, Thane, Maharashtra - 401107. hereinafter referred to as "**THE PURCHASER/S**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, successors and assigns) of the **OTHER PART**

WHEREAS:

1. Mr. Sayyed Nazar Hussain is the owner of land bearing Old Survey No. 508 (Part), New Survey No. 101, Hissa No. 2, admeasuring 590 sq. meters, Old Survey No. 508 (Part), New Survey No. 101, Hissa No. 3, admeasuring 50 sq. meters, Old Survey No.508 (Part), New Survey No. 101, Hissa No. 4, admeasuring 390 sq. meters and Old Survey No.508 (Part), New Survey No. 101, Hissa No.5, admeasuring 490 sq.meters, situate at Village Bhayander , Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayander Municipal Corporation, more particularly described in the First Schedule hereunder written (hereinafter referred to as the **"First Property"**).
2. Mr. Munawwar Sayyad Nazar Hussain is the owner of land bearing Old Survey No. 508 (Part), New Survey No. 101, Hissa No. 12, admeasuring 380 sq. meters, situate at Village Bhayander , Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayander Municipal Corporation, more particularly described in the First Schedule hereunder written (hereinafter referred to as the **"Second Property"**).
3. Mr. Sayyed Nazar Hussain and his son Mr. Munnawar Sayyed Nazar Hussain had amalgamated the first and second property, more particularly described in the First Schedule hereunder written (for short the first and second property shall be hereinafter jointly and collectively referred to as **"said Property"**).
4. Mr. Sayyed Nazar Hussain in the capacity of proprietor of M/s. S. K. Builder, had constructed following buildings in the layout of the said property.

- i) Building known as 'Amina' consisting of Ground + Three Upper Floors having total 16 flats, totally admeasuring 468.40 sq. meters (for short hereinafter referred to as the "**First Building**").
 - ii) Building known as 'Gazala Apartment' consisting of Ground + Four Upper Floors having total 50 flats, totally admeasuring 757.43sq. meters (for short hereinafter referred to as the "**Second Building**")
 - iii) Building known as 'Nigar' consisting of Ground + Four Upper Floors having total 30 flats, totally admeasuring 934.01 sq. meters (for short hereinafter referred to as the "**Third Building**").
5. The respective purchasers of flats in the first building had formed and registered a Co-operative Housing Society in the name and style of 'Amina Co-operative Housing Society Ltd., having its Registration No.T.N.A./(T.N.A.)/H.S.G./ (T.C.)/ 9319 /1997-98, dated 3rd September, 1997.
 6. The respective purchasers of flats in the second building had formed and registered a Co-operative Housing Society in the name and style of 'Gazala Apartment Co-operative Housing Society Ltd., having its Registration No. T.N.A./(T.N.A.)/ H.S.G. / (T.C.) /5232/1992-93, dated 22nd September, 1992.
 7. The respective purchasers of flats in the third building had formed and registered a Co-operative Housing Society in the name and style of 'Nigar Co-operative Housing Society Ltd., having its Registration No.T.N.A./(T.N.A.)/H.S.G./(T.C.)/ 10211 /1998-939, dated 3rd June, 1999.
 8. On 18th March, 2011, Mr. Sayyed Munnawar Hussain, Mr. Sajid Riyaz Khan, Mr. Shakeel Ahmed Shaikh and Mr. Kafil Ahmed Azmi had formed a

partnership business in the name and style of 'M/s. 786 Micron Builders and Developers', dated 3rd March, 2011 being the Promoter herein.

9. Having regard to the dilapidated condition of the first to third building, the Mira Bhayander Municipal Corporation had issued a Notice Ref. No. MNP/SB/8560/2011-12, dated 3rd January, 2012 under Section 264 (1)(2) (3) of the Maharashtra Municipal Corporation Act, 1949 to the respective members of the Amina Co-operative Housing Society Ltd., Gazala Co- operative Housing Society Ltd., and Nigar Co-operative Housing Society Ltd.
10. The Mira Bhayander Municipal Corporation had issued an area statement of the respective flats in the first to third building vide Certificate No.MNP/NR/3326/2012-13, dated 23rd November, 2012.
11. Pending the execution of deed of conveyance of the first and second property in favour of the society of the first to third building, the Members of Amina Co-operative Housing Society Ltd., had passed a Resolution in its Special General Body Meeting held on 8th April, 2012 to redevelop the first building through the Promoter herein.
12. In compliance with a Resolution, dated 8th April, 2012 passed in its Special General Body Meeting, the members of the Managing Committee of Amina Co-operative Housing Society Ltd., had executed a Re-Development Agreement, dated 20th September, 2014 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No.TNN-7/7329/2014/1/32 in favour of the Promoter herein in respect of the first building executed by and between the parties thereto.
13. Pending the execution of deed of conveyance of the first

and second property in favour of the society of the first to third building. The members of Gazala Co-operative Housing Society Ltd., had passed a Resolution in its Special General Body Meeting held on 8th April, 2012 to redevelop the second building through the Promoter herein.

14. In compliance with a Resolution, dated 8th April, 2012 passed in its Special General Body Meeting, the members of the Managing Committee of Gazala Co-operative Housing Society Ltd., had executed a Re-Development Agreement, dated 20th September, 2014 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No.TNN-7/7326/2014/1/28 in favour of the Promoter herein in respect of the second building executed by and between the parties thereto.
15. Pending the execution of deed of conveyance of the first and second property in favour of the society of the first to third building, the members of Nigar Co-operative Housing Society Ltd., had passed a Resolution in its Special General Body Meeting held on 8th April, 2012 to redevelop the third building through the Promoter herein.
16. In compliance with a Resolution, dated 8th April, 2012 passed in its Special General Body Meeting, the members of the Managing Committee of Nigar Co-operative Housing Society Ltd., had executed a Re-Development Agreement, dated 20th September, 2014 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No.TNN-7 / 7325 / 2014/1/38 in favour of the Promoter herein in respect of the third building executed by and between the parties thereto.
17. In Other Rights Column of 7/12 extract of first and second property, the name of the Estate Investment Co., Pvt. Ltd., was appearing as the Grantee of the Government and in order to develop the first and

second property, the Promoter herein had obtained the No Objection Certificate No. EI/REDP/NOC/904/13, dated 1st November, 2013, No Objection Certificate No. EI / REDP /NOC/905/13, dated 1st November, 2013, No Objection Certificate No. EI/REDP/NOC/906/13, dated 1st November, 2013, No Objection Certificate No. EI/REDP/NOC/1490/17, dated 19th July, 2017 and No Objection Certificate No. EI/REDP/NOC/1491/17, dated 19th July, 2017.

18. In order to confer the development rights of several properties inter-alia the first property, Mr. Sayyed Nazar Hussain had executed a General Power of Attorney, dated _____ in favour of the partners of M/s. 786 Micron Builders & Developers, being the promoter upon them several powers inter-alia to develop the first and the second property by constructing the buildings thereon.
19. M/s. Zaigam & Jamshed, Advocates has issued a Title Certificate No. 27/ZJ/2016, dated 26th October, 2016 certifying that title to the first and second property is clear, marketable and free from all encumbrances and further certifying that the Promoter herein has right to develop the first and second property by constructing the buildings thereon.
20. On the basis of powers and authorities granted by the members of the respective societies of first to third building, the Promoter herein has obtained the following permissions and sanctions from the authorities concerned.
 - i) Order, dated 28th April, 2018 granted by the Addl. Collector and Competent Authority, Thane under Section 10(3) and 10(5) of the Urban Land (Ceiling and Regulation) Act, 1976 (since repeal) dated 28th April, 2018 granted by the Addl. Collector and Competent Authority, Thane.

- ii) Certificate from the Talati of Village Bhayander certifying that the first and second property is assessed for non- agricultural use from the Talathi of Village Bhayander .
- iii) Certificate No. MNP/Fire/712/2016-17, dated 13th October, 2016 from the Fire Officer of the Mira Bhayander Municipal Corporation.
- iv) Sanction Plan No.MB/MNP/NR/4775/2018-19, dated 5th November, 2018 from the Mira Bhayander Municipal Corporation for constructing Building No. 1 consisting of Ground + Podium + 2 Podium + Third to Twelfth Floor (Part) , totally admeasuring 2159.11 sq. meters and Building No. 2 consisting of Ground + 1 Podium + 2 Podium + Third to Eleventh Upper Floor, totally admeasuring 2225.38 sq. meters in the layout of the first and second property and accordingly, the Mira Bhayander Municipal Corporation had issued the Commencement Certificate No.MB /MNP/NR/4775/2018-19, dated 5th November, 2018 to commence with the construction of the Building Nos. 1 and 2 in the layout of the first and second property, more particularly described in the Second Schedule hereunder written (hereinafter jointly and collectively referred to as the "Said Building").

WHEREAS:

1. Originally, the said Promoter M/s. 786 MICRON BUILDERS & DEVELOPERS vide terms of a deed of partnership dated 25.03.2011 with partners Mr. Syed Munawwar Husain S/o. Syed Nazir Husain, Mr. Sajid Reyaz Khan S/o. Reyaz Khan, Mr. Shakeel Ahmed Shaikh S/o. Abdul Rasheed Shaikh, Mr. Kafil Ahmed Azmi S/o. Shakil Ahmed Azmi were the Promoters.

2. By Deed of Admission of Partner dated 16.03.2017, Mr. Asif Zaffar Khan was introduced in the said above Partnership Firm as an incoming and thus the continuing partners of the said firm M/s. 786 MICRON BUILDERS & DEVELOPERS were Mr. Syed Munawwar Husain S/o. Syed Nazir Husain, Mr. Sajid Reyaz Khan S/o. Reyaz Khan, Mr. Shakeel Ahmed Shaikh S/o. Abdul Rasheed Shaikh, Mr. Kafil Ahmed Azmi S/o. Shakil Ahmed Azmi, Mr. Asif Zaffar Khan.
3. One of the Partner Mr. Sajid Reyaz Khan S/o. Reyaz Khan, expired and his wife Mrs. MUNIRA SAJID KHAN was admitted as a partner on 25.12.2020, in the said above Partnership Firm, against shares held by his husband of the said above Partnership firm and the resolution for the same was passed in the minutes of meeting held by the partners on 25.12.2020, and thus the continuing partners of the said firm M/s. 786 MICRON BUILDERS & DEVELOPERS were Mr. Syed Munawwar Husain S/o. Syed Nazir Husain, Mrs. Munira Sajid Khan, Mr. Shakeel Ahmed Shaikh S/o. Abdul Rasheed Shaikh, Mr. Kafil Ahmed Azmi S/o. Shakil Ahmed Azmi, Mr. Asif Zaffar Khan.
4. Mr. Syed Munawwar Husain S/o. Syed Nazir Husain retired from the Partnership on 17/02/2022, and thus the continuing partners of the said firm M/s. 786 MICRON BUILDERS & DEVELOPERS were Mrs. Munira Sajid Khan, Mr. Shakeel Ahmed Shaikh S/o. Abdul Rasheed Shaikh, Mr. Kafil Ahmed Azmi S/o. Shakil Ahmed Azmi, Mr. Asif Zaffar Khan in equal ratio.
5. By Deed of Retirement Cum Confirmation of Retirement dated 30.11.2022, Mr. Asif Zaffar Khan retired from the said partnership, and thus the continuing partners of the said firm M/s. 786 MICRON BUILDERS & DEVELOPERS were Mrs. Munira Sajid Khan, Mr. Shakeel Ahmed Shaikh S/o. Abdul Rasheed Shaikh, Mr. Kafil Ahmed Azmi S/o. Shakil Ahmed Azmi, in equal ratio and the same was confirmed by Mr. Syed Munawwar Husain S/o. Syed Nazir Husain
6. By Deed of Retirement Mrs. Munira Sajid Khan retired from the said partnership, and thus the continuing partners of the said firm M/s. 786 MICRON BUILDERS & DEVELOPERS were Mr. Shakeel Ahmed Shaikh S/o. Abdul Rasheed Shaikh AND Mr. Kafil Ahmed Azmi

S/o. Shakil Ahmed Azmi.

7. MRS. SUBHANA NOORUDDIN SHAIKH and INTEKHAB HASSAN SYED came to be added and admitted as 'Partners' in the said firm, by virtue of INTRODUCTION A NEW PARTNER IN AN EXISTING PARTNERSHIP, dated 01/08/2023. as per this deed, the Incoming Partners shall make necessary investment for the development works so also are fully entitled to give practical effects to the said Development works, and the said Deed was registered in the office of the sub-registrar Thane 4, vide registered under sr. no. 14508/2023 dated 09/08/2023
8. Now from 01st August 2023 present partners of the firm are (1) MR. SHAKEEL AHMED SHAIKH (2) MR. KAFIL AHMED SHAKIL AHMED AZMI (3) MRS. SUBHANA NOORUDDIN SHAIKH (4) Mr. INTEKHAB HASSAN SYED AND by Power of Attorney dated 01/08/2023, and registered in the office of the sub-registrar Thane 4 under sr. no. 14508/2023 dated 09/08/2023, the said MR. SHAKEEL AHMED SHAIKH, MR. KAFIL AHMED SHAKIL AHMED AZMI, Mr. INTEKHAB HASSAN SYED authorized MRS. SUBHANA NOORUDDIN SHAIKH to do all the acts required to carry out the business and construction works.
9. The Promoter has already initiated and commenced construction of the proposed building to develop the said plot as per the plans duly sanctioned by Mira Bhayander Municipal Corporation, and in conformity with the specifications elevations, thereby the said building has tentatively named as "ZUNERA HEIGHTS 1".
10. The Purchaser/s has/have approached the Promoters and expressed his/her/their desire to acquire right, title and interest in the said premises and at the request of the Purchaser/s, the Promoters have agreed to sell and transfer the right, title and interest in favor of the Purchaser/s, on what is popularly known as "OWNERSHIP BASIS", in the premises as more fully described in the Schedule appended hereunto this deed, in the building known as "ZUNERA HEIGHTS 1" situate, lying & being at village BHAYANDER, Tal. & Dist. Thane, State Maharashtra (for short "the said Premises"), at and for total price and consideration and on the terms and condition hereinafter appearing.

11. The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and said Agreement is as per the Agreement prescribed by the Council of Architects.
12. The promoter has registered the project under the provisions of the act with the Maharashtra Real estate regulatory authority (RERA) vide No. P51700020867.
13. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the building and the Promoter accepts, the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
14. The Purchaser/s demanded from the Promoter and the Promoter have given for inspection to the Purchaser/s of all the documents of title relating to the said property, the plans, designs and specifications prepared by the Promoter, through their Architects and of such other documents as are specified under the relevant laws & enactments, more particularly the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
15. The authenticated copies of Certificate of Title issued by the Attorney at law or Advocate of the Promoter, also authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartment are constructed or are to be constructed.
16. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority.
17. The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project.
18. The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchasers, as sanctioned

- and approved by the local authority.
19. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
 20. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
 21. The Purchaser/s has taken inspection of the said plans, so also the relevant title deeds of the said property. AND WHEREAS, the Purchaser/s is/are desirous of acquiring and purchasing a FLAT which is marked and numbered as 801 on the 8th floor on the said plans of the said building, viz. "ZUNERA HEIGHTS 1", lying and being at village BHAYANDER, Tal. Dist. Thane, State Maharashtra (which is more fully described in the Schedule apprehended hereunto and hereinafter, for the sake of brevity, referred to as "said premises) and hence the Purchaser/s approached and expressed his/her desire & offered to purchase the said premises from Promoter, for mutually agreed consideration amount. The parties hereto met and discussed the matter, after long and deliberate negotiations, the Promoter accepted the offer and ultimately the parties hereto reached for a deal.
 22. The carpet area or the said Apartment is Square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser/s verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the apartment.

23. 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;
24. Prior to the execution of these presents the Purchaser/s has paid to the Promoter a sum of **Rs.4,00,000/- (Rupees. Four Lakh Only)**, being payment of the sale consideration of the Apartment/Flat Only agreed to be sold by the Promoter to the Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
25. AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
26. 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 Purchaser/s hereby agrees to purchase the said premises and the garage/covered parking (if applicable).
27. Prior hereto the Promoters have handed over and/or made available for inspection copies of all the documents referred hereinabove and all other relevant documents in respect of "ZUNERA HEIGHTS 1", to Purchaser/s as required under the provisions of the relevant laws & enactments. The Promoters have handed over to the Purchaser/s an architectural floor plans pertaining to said building.
28. The Promoters have handed over to the Purchaser/s copy of the Property Register Card / Village Form No. VII-XII in respect of the said plot, copy of which is annexed hereto this agreement.
29. The Promoters have made available for inspection to the Purchaser a copy of Building Plans and handed over to the Purchaser a copy of Commencement Certificate/s.

30. The Purchaser/s confirms that the Purchaser/s has/have visited and inspected the said plot and (proposed) site of the said Building and has/have fully familiarized himself /herself / themselves/ itself with the scheme of the development of the said plot;
31. The Purchaser/s have satisfied themselves that the Promoters are fully entitled to develop the said plot and entitled to enter into this Agreement with the Purchaser/s in respect of the said premises.
32. The parties hereto are desirous of recording the terms and conditions agreed between them as hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

- 1) The recitals contained herein shall form integral and operative part of this Indenture as if the same were set out and incorporated herein verbatim and are treated as representations and declarations made by the parties hereto.
- 2) The Promoter shall under normal circumstances construct the said building on the said property in accordance with the plans, designs and specifications duly approved by the appropriate authorities and which have been seen and approved by the Purchaser/s with only such variation and modification as the Promoter may consider necessary.
 - a) Provided that the Promoter shall have to obtain prior consent in writing to the Purchaser/s in respect of variations or modifications which may adversely affect the Apartment of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.
- 3) The Purchaser/s doth hereby admit and acknowledge that prior to the execution of these presents, he/she/they/ has/have inspected all the relevant title deeds of the Promoter to the said property on which the said building is to be or has been constructed and that the Promoter has made full disclosures of the nature of their title to that effect. The Purchaser/s has/have satisfied themselves as to the title of the Promoter on the said property.

- 4) The Purchaser/s has/have took notice, confirmed and accepted the said plan, design and specifications of the said building, with such variations or modifications as may be considered necessary and expedient by the Promoter and/or the authorities concerned and the Purchaser/s hereby irrevocably grant his/her/their consent for effecting such changes, alterations, variations and/or modifications in the design and specifications of the plans.
- 5) The Purchaser/s hereby agree/s to purchase from the Promoter and the Promoter hereby agree to sell to the Purchaser/s, a residential / commercial premises bearing Flat No.801 having Rera carpet area of 329.47 Sq.Ft. is equivalent to 30.62 Sq.mtr on the 8th floor of the building known as "ZUNERA HEIGHTS 1", situate, lying & being at village BHAYANDER, Tal. & Dist. Thane, State Maharashtra (hereinafter referred to as the "said premises) for the total lumpsum price / consideration amount for the apartment Rs.85,00,000/- (Rupees. Eighty-Five Lakh Only) without covered car parking spaces.
- 6) The amount of consideration for the purchase of the said premises shall be paid in the following manner:
- a) Rs.4,00,000/- (Rupees. Four Lakh Only) being token amount of the total consideration of the Flat only is paid on or before the execution of these presents (which amount the Promoter do hereby admit and acknowledge to have been received as per separate receipts).
- b) Rs. _____/- (Rupees. _____ Only) being part payment of the total consideration amounts is agreed to be paid to the Promoter after the execution of Agreement.
- c) Rs. _____/- (Rupees. _____ only) being part payment of the total consideration amounts is agreed to be paid to the Promoter on completion of plinth of the building,
- d) Rs. _____/- (Rupees _____ Only) being part payment of the total consideration amounts is agreed to be paid to the Promoter, on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

- (e) Rs. _____/- (Rupees _____ Only) being part payment of the total consideration amounts is agreed to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.
- (f) Rs. _____/- (Rupees _____ Only) being part payment of the total consideration amounts is agreed to be paid to the Promoter, on completion of the Sanitary fittings, staircases, lift, wells, lobbies up to the floor level of the said Apartment.
- (g) Rs. _____/- (Rupees _____ Only) being part payment of the total consideration amounts is agreed to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located
- (h) Rs. _____/- (Rupees _____ Only) being payment of the total consideration amounts is agreed to be paid to the promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- (i) The balance amount of **Rs.81,00,000/- (Rupees. Eighty One lakh Only)** shall be paid by the Purchaser/s to the Promoter at the time of receipt of the quiet, vacant and peaceful possession of the said premises from the Promoter upon obtaining Occupancy Certificate from MiraBhayander Municipal Corporation.
- 7) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods & Service Tax, and Cass 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 said premises.
- 8) 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 authentic Local Bodies Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/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 Purchaser is, which shall only be applicable on subsequent payments.

- 9) It has been expressly agreed that the date and the time of payment mentioned aforesaid shall be essence of contract and on the Purchaser/s to the Promoter under this agreement and on the Purchaser/s committing any default in payment on due date any of the amounts due and payable by the Purchaser/s to the Promoter under this agreement and on the Purchaser/s committing breach of any of the terms and conditions herein contained then the Promoter shall be entitled at its own option to terminate this agreement.
- 10) Provided always that the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Purchaser/s fifteen days prior notice in writing of its intention to terminate this agreement and of specific breach or breaches of the terms and conditions of this agreement and default that have been made and/or committed by the purchaser, and unless the Purchaser/s has failed to remedy such breach or breaches within 15 days from the date of receipt of such notice.
- b) Provided further that upon termination of this agreement as aforesaid the Promoter shall refund to the Purchaser/s the installments of sale price of the flat which may till then have been paid by the Purchaser/s to the Promoter but the Promoter shall not be liable to pay to the Purchaser/s any interest on the amount so funded and upon termination of this agreement. Nevertheless, upon termination, the Promoter shall be at liberty to dispose off and sell the said premises to any other person/s and at such price as the Promoter may in its absolute discretion think fit.
- 11) It is agreed that the tentative date on which the Promoter may hand

over possession or the said premises to the Purchaser/s will be on or before. However, this tentative date is subject to change, modification, alteration, amendment, for various extraneous reasons. However, if the Promoter fails to give possession of said premises to the Purchaser/s on account of reason beyond its control and of their agent by the aforesaid date, then the Promoter shall be liable on demand to refund to the Purchaser/s the amount already received by him, without any interest thereon, Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the flat on the afore said date if the completion of the building in which the said premises is situated is delayed on account of: -

- a) non-availability of steel, cement and other building material, water or electricity supply,
 - (b) war, civil commotion or act of God,
 - (c) Any Major Diseases/ Natural Disaster as per the notice, order rule, notification of the government and/or other public or competent authority.
- 12) The Purchaser/s shall take possession of the said premises within 15 days of the Promoter giving written notice to the Purchaser/s intimating that the said premises is ready for use and the Occupation. Thereafter, the Purchaser/s shall alone be responsible to carry out such internal repair to his/her flat agreed to be acquired at his/her own costs and risks said to the relevant rules and regulations governing such acts and permission from the Society, if applicable.
- 13) 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 or 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 Purchaser/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.

- 14) If the Promoter fails to abide by the time schedule for completing the project and handing over the said premises to the Purchaser/s, the Promoter agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/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 Purchaser/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/s(s) to the Promoter.
- 15) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment.
- 16) The Purchaser/s along with other purchasers of flats/offices/s in the building shall join in forming and registering the society, or limited company to be known as "ZUNERA HEIGHTS 1" Co-operative Housing Society Limited, and also from time to time sign and execute the application for the registration and/or membership and other documents necessary for the formation and the registration of the society or limited Company as the case may be forwarded by the Promoter to the Purchaser/s so as to enable the Promoter to register the same.
- 17) The said building shall always be known as "ZUNERA HEIGHTS 1" and the name of the Society to be formed by the prospective owners shall bear the name as "ZUNERA HEIGHTS 1" Co-operative Housing Society Ltd. This name shall not be changed without the express permission of the Promoter.
- 18) If any further F.S.I. is available on the said property, or shall become entitled in the event of increase due to any government resolution or

by way of official order, then the Promoter / Developer shall alone be entitled to consume, such additional or increased F.S.I. at their own discretion and they shall be at liberty to put any number of additional floors Over and above the then existing structure and shall be entitled to construct any other flats/rooms/s in the boundary; and the same shall be absolute property of the Promoter. Provided however, such utilization of additional FSI by the Promoter shall be done in accordance with the building rules and regulations and permissions from the concerned authorities.

- 19) The Purchaser/s along with other Purchaser/s(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the 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 Purchasers, so as to enable the Promoter to register the common organization of Purchaser/s. No objection shall be taken by the Purchaser/s if any, changes or modifications are made in the draft byelaws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 20) The Promoter shall, within three months of registration of the Society associations 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 /Promoter and/or the Owners in the said structure of the Building or wing in which the said Apartment is situated.
- 21) 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/Promoter and/or the owners in the project land on which the

building with multiple wings or buildings are constructed.

- 22) Commencing a week after notice in writing is given by the Promoter to the Purchaser/s that the said premises is ready for use and occupation the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. proportion to the floor area of the flat) of outgoings in respect of the said property and building namely N.A. tax local taxes, property taxes that may be levied by the Mira Bhayander Municipal Corporation, betterment charges, insurance premium, common lights, repairs and salaries clerks, bills collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and the building until the society or limited company is formed and the said property and building is transferred to it. The Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter.
- 23) The Purchaser/s shall on or before delivery of possession of the said premises pay the Promoter, the following amounts: -
- Rs. _____, for share money, application entrance fee of the Society or Limited Company/Federation / Apex body.
 - Rs. _____, for formation and registration of the Society or Limited Company/Federation/Apex body.
 - Rs. _____, for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
 - Rs. _____, for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.
 - Rs. _____/- For Deposit towards Water, Electric, and other utility and services connection charges & Development Charges
 - Rs. _____, for deposits of electrical receiving and Sub Station provided in Layout,
- 24) The Purchaser/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.

- 25) The Purchaser/s further agree/s until his/her share is so determined, he/she shall pay to the Developer provisional monthly contribution of Rs. _____ per month towards the out goings. The Developer shall be entitled to retain the said amounts so collected and shall not be accountable to the Purchaser/s or any other persons for this amount, which the Developer shall receive. Nevertheless, the Developer shall be fully entitled to recover this amount from the Purchaser/s, in case of latter's default for continuous period of 3 months.
- 26) The Purchaser/s shall, as when demanded, pay to the Promoter their respective share of expenses for legal charges for deed of assignment and other documents as well as for formation and registration of the society or limited company and its share application money, entrance fee.
- 27) If within a period of One years from the date of handing over the Apartment to the Purchaser/s, the Purchaser/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 defection 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 Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manners provided under the Act.
- 28) It has been expressly agreed that the Purchaser/s shall use the flat or any part thereof or permit the same to be used for the purpose of residence only.
- 29) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER
- The Promoter hereby represents and warrants to the Purchaser/s

as follows:

- b) The Promoter has clear and marketable title with respect to the project land as declared in the Title Certificate 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;
- c) 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;
- d) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- e) 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;
- f) 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;
- g) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, where by the right, title and interest of the Purchaser/s created herein, may prejudicially be affected,
- h) 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 premises which will, in any manner, affect the rights of Purchaser/s under this Agreement;

- i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from "selling" the said premises to the Purchaser/s in the manner contemplated in this Agreement;
 - j) At the time of execution of the conveyance deed of the structure to the association of Purchaser/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas to the Association of the Purchaser/s;
 - k) 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 out goings, whatsoever, payable with respect to the said project to the competent Authorities;
 - l) 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.
- 30) The Purchaser/s doth hereby covenant with the Promoter as follows:
- a) to maintain his/her premises under this agreement at the purchaser's own cost and keep the said premises in good and tenable repair condition from the date of possession of the same is taken and not to do or suffered to be done anything in the staircase and/or passage and/or building in which it is situated or change or alter to make addition in or to the buildings in which is situated and premises itself or any part thereof.
 - b) not to store in the premises under this agreement any goods which are hazardous, combustible or dangerous nature or are as heavy so as to damage the construction of the buildings in which the same situated or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages by which upper floors may damage or likely the staircase, common passages, or any other structure

of the building including entrance of the buildings and in case any damage is caused to the buildings on account of negligence or default of the Purchaser/s then in this behalf the Purchaser/s shall be liable for the cost and consequences thereof.

- c) to carry out at their own cost all internal repairs and maintain the premises under this agreement in the same conditions, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffered to be done anything in or to the buildings which may be against the rules and regulations and bye laws. to the concerned local authority or any other public authority and not to do or suffered to be done anything to the premises under this agreement or to the building without the written permissions of the Promoter. And in the event of the Purchaser/s committing any act in contravention of the above stipulations and restrictions, then the Purchaser/s shall be responsible and liable for cost and consequences thereof.
- d) not to make or caused to be made any addition or alteration of whatsoever nature in or to the premises or any part thereof and/or in the buildings nor any alterations in the elevation and outside color scheme of the buildings and shall keep the sewers, drains pipes in the premises and appurtenance thereto in good and tenable repairs and conditions and particular to protect all other parts of the building and shall not chisel or in any other manner damage columns, beams, walls, slabs or R.C.C. parties or other structural members in the premises and/or in the buildings without the prior written permission of the Promoter and/or the society or the limited company as the case may be.
- e) not to do or permit to be done any act or thing which may render void and voidable any insurance of the said property and the buildings in which the premises is situated or any part thereof or where by any increased premium shall become payable in respect of the same.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse permit the same to be thrown from the said premises in the compound or any portion of the said property and the buildings.

- g) to bear and pay increased in local taxes, water charges including salary of water-filling man, repairs and maintenance of water pump, electricity bills and all other expenses that may have to incur in respect thereof and insurance and such other levies if any which are imposed by the concerned local authority and/or government and/or other public authority.
- h) the Purchaser/s shall not let, sublet, transfer, assign or part with his/her interest or benefit factors of this assignment or part with the possession of the premises, under this agreement until at the dues payable by the him/her to the Promoter under this agreement are fully paid up and only if the Purchaser/s has not been guilty of breach or non-observance of any of the terms and conditions of this agreement and until the Purchaser/s has intimated in writings to the Promoter has obtained the written consent of the Promoter.
- i) the Purchaser/s shall observe, and perform all the rules and regulations which the society or the limited company 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 buildings and the premises therein and for observance and performance of the buildings rules, regulation and bye-laws for the time being of the concerned local authority and/or the government and other public bodies. the Purchaser/s shall also observe and performs all stipulations and conditions laid down by the society / limited company regarding the occupation and use of the respective premises in the building and shall pay and contribute regularly and punctually towards the taxes expenses and/or other outgoing in accordance with the terms and conditions of this agreement.
- j) The Purchaser/s shall permit the Promoter or his agents with or without workers at all reasonable times to enter into or upon the sold premises/garage or any part thereof for the purpose of repairing, rebuilding, maintaining, cleaning, fencing, aligning, servicing drainage pipes, cables, wires or other fittings belonging to used for the said building and also for the purpose of laying down

pipes, cables, drainage pipes and testing drainage gas and water pipes and electrical wires and for like purpose.

31) That in case any Security Deposit is demanded by Water department of Mira Bhayander Municipal Corporation for the water connection to the building and/or by the Electricity Board, the Purchaser/s shall contribute proportionately such amounts as determined by the Promoter. Like-wise in case the Electricity Board demands construction of sub-station before supplying the necessary electric ordomestic load to the proposed building the Purchaser/s shall contribute proportionately such amounts as determined by the Promoter.

32) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in the law of the said portion of the said premises/office/basement portion of the sold property, buildings or any part thereof. The Purchaser/shall have no claim save and except in respect of the flat hereby agreed to be sold to the Purchaser/s and all open spaces, parking spaces, lobbies staircases, terraces, recreation spaces etc., will remain as the sole property of Promoter.

33) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any for bearance or giving of time to the Purchaser/s by the Promoter for the payment shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in the manner prejudice the rights of the Promoter.

34) 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 Purchaser/s who has taken or agreed to take such said premises.

35) BINDING EFFECT - Forwarding this Agreement to the Purchasers by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this

Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan, within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser/s(s) fails to execute and deliver to the Promoter this Agreement within 30(thirty) days from the date of its receipt by the Purchaser/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 Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

36) ENTIRE AGREEMENT - This Agreement along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and Supercedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, between the Parties in regard to the said apartment/plot/building as the casemay be.

37) PROVISIONS OF THIS AGREEMENT APPLICABLE TOPURCHASER/S/SUBSEQUENT PURCHASER/S - 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 Purchaser/so of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.

38) SEVERABILITY - If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there-under or under other applicable laws such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there-under or the applicable law, as the casemay be, and the remaining provisions of this Agreement shall remain valid and enforceable as

- applicable at the time of execution of this Agreement.
- 39) It is further agreed by and between the parties herein that all costs, charges and expenses or preparing this agreement as well as the professional cost of the Attorneys and all stamp duties and registration charges and other incidental expenses payable in respect of this agreement and any other documents and all other relevant writing in pursuance of this agreement shall be borne and paid by the Purchaser/s only.
- 40) The Purchaser/s shall immediately after the execution of this Agreement at his/her cost lodge the same for registration with the Sub-Registrar of Assurances and shall, within reasonable time, after lodging the same communicate the Bolder of having done so, so as to enable the latter to attend the office of the Sub-Registrar and admit the execution thereof. If the Purchaser/s fails to lodge this Agreement for registration the Promoter shall not be responsible for non-registration and the consequences arising there-from.
- 41) All notices to be served on the Purchaser/s as contemplated in this agreement shall be deemed to have been served if sent to the Purchaser/s at the address as mentioned above in this agreement.
- 42) 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 _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there-under.
- 43) This agreement shall always be subject to the provisions of Real Estate (Regulation and Development) Act, 2016, rules and regulations made there-under and any modification, amendments or re-enactment there to, for the time being in force and any other provisions of other laws applicable there to.
- 44) CONSIDERATION PAYMENT OF THIS FLAT TO BE ISSUED FAVORING : M/s. 786 MICRONE BUILDERS & DEVELOPERS, BANK : _____, Mira Road East Branch, A/c. no. _____.

SCHEDULE**The said Land**

ALL THOSE pieces and parcels of land bearing Old Survey No. 508 (Part), New Survey No. 101, Hissa No. 2, admeasuring 590 sq. meters, Old Survey No. 508 (Part), New Survey No. 101, Hissa No. 3, admeasuring 50 sq. meters, Old Survey No. 508 (Part), New Survey No. 101, Hissa No. 4, admeasuring 390 sq. meters, Old Survey No. 508 (Part), New Survey No. 101, Hissa No.5, admeasuring 490 sq. meters, Old Survey No. 508 (Part), New Survey No. 101, Hissa No. 12, admeasuring 380 sq. meters, situate at Village Bhayander, Taluka and District Thane, in the Registration District and SubDistrict of Thane and now within the limits of the Mira Bhayander Municipal Corporation..

SCHEDULE**The said Building**

THE SECOND SCHEDULE ABOVE REFERRED TO :

Building No. 1 consisting of Ground + Podium + 2 Podium + Third to Twelfth Floor (Part), totally admeasuring 2159.11 sq. meters and Building No. 2 consisting of Ground + 1 Podium + 2 Podium + Third to Eleventh Upper Floor, totally admeasuring 2225.38 sq. meters to be constructed in the layout of the first and second property, more particularly described in the First Schedule hereinabove written.

SCHEDULE**The said premises sold herein**

ALL THAT PIECE AND PARCEL of residential premises bearing FLAT No. 801 having Rera carpet area 30.62 Sq.mtrs. of is equivalent to 329.47 Sq.Ft. on the 8th floor of the building known as ""ZUNERA HEIGHTS 1", Mira Road East, situate, lying & being at village BHAYANDER, Tal. & Dist. Thane, State Maharashtra, in the Sub-Registration District of Thane and with in the limits of Mira Bhayander Municipal Corporation.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their respective hands and seals on the day and the year first herein above written.

Signed, Sealed & Delivered

By the Promoter/Developer/Promoter

M/s. 786 Microne Builders & Developers)

Through one of its Partners, viz.)

Mrs. SUBHANA NOORUDIN SHAIKH)

Signed, Sealed & Delivered)

By the within named Purchaser/s)

MR. ARUN RAMMAHESH GOSWAMI)

)

Witnesses

1)

2)

RECEIPT

Received from the within named Purchaser/s an amount ofRs. 4,00,000/- (Rupees. Four Lac Only) towards part payment of the consideration for the sale of said premises as per this agreement as below:

I/We say Received Rs.4,00,000/-

Cheque/s subject to realization
Promoter/Developer/Promoter

M/s. 786 MICRONE BUILDERS & DEVELOPERS