

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("AGREEMENT") is made and executed
at Mumbai on ____ day of _____, 2023;

BETWEEN

MESSRS. NSB PROPERTIES, a proprietary firm having office inter alia at
B-8, Bageshri, Shankar Ghanekar Marg, Prabhadevi, Mumbai 400025, by the
hands of their Sole Proprietor **GAUTAM EKANATH THAKUR** (PAN
AAAPT3963D) (Aadhar Card No. 257904786530), adult, of Mumbai, Indian
Inhabitant,, hereinafter referred to as "**THE PROMOTER**" (which expression
shall, unless it be repugnant to the context or meaning thereof, mean and include
the Proprietor for the time being of the said Firm and his/her heirs, executors,
administrators, nominees and/or assignees) of the **FIRST PART**;

AND

MR/MRS./MISS. _____, Adult Indian
Inhabitant, residing at _____
hereinafter together and collectively referred to as "**THE ALLOTTEE/S**"
(which expression shall, unless it be repugnant to the context or meaning thereof,

assigns, (iv) hindu undivided family, the karta and manager and the coparceners from time to time thereof and the survivors or survivor of them and the heirs, legal representatives, executors and administrators, of the last survivor of them, its or their successors and permitted assigns and (v) trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and its successors-in-title and permitted assigns) of the **SECOND PART**.

The Promoter and the Allottee/s shall hereinafter, for the sake of brevity, be collectively referred to as the "**Parties**".

WHEREAS:

- a. The Promoter is entitled to undertake the redevelopment of the immovable property being all that piece and parcel of land and ground bearing Original Plot No. 139D and Final Plot No. 292 admeasuring 590 sq. yards as per Town Planning Scheme record, i. e. to say 493.31 sq. mtrs. and bearing C. T. S. No. 1225 of Vileparle (East), Mumbai Suburban District admeasuring 493.3 sq. mtrs. as per City Survey records (hereinafter referred to as "**the said Property**"). The said Property is more particularly described in the First Schedule hereunder written and is shown delineated by thick boundary line on the plan hereto annexed and marked "**Annexure 1**".
- b. The development rights in respect of the said Property have been acquired by the Promoter in the manner set out herein below:
 - i. By, for the consideration and on the terms and conditions recorded in the Conveyance Deed dated 1st December, 1934 executed by DOCTOR SHIVRAM WAMANJI PATIL as the Vendor and (1) NARHARI BABULNATH GORAY, (2) DATTATRAYA BABULNATH GORAY, (3) WASUDEO BABULNATH



GORAY, (4) PRABHAKAR BABULNATH GORAY and (5) MADHUKAR BABULNATH GORAY as the Purchasers, which Conveyance Deed has duly been registered in the office of the Sub-registrar of Assurances at Bandra, Mumbai under No. BND/1146 of 1934, the said Narhari Babulnath Goray, Dattatraya Babulnath Goray, Wasudeo Babulnath Goray, Prabhakar Babulnath Goray and Madhukar Babulnath Goray became full and absolute owners of the said Property;

- ii. In due course, the said Narhari Babulnath Goray, Dattatraya Babulnath Goray, Wasudeo Babulnath Goray, Prabhakar Babulnath Goray and Madhukar Babulnath Goray together constructed on the said Property a structure having ground and one upper floor which structure ("the Present Structure" for short) has been named as "Babool Cottage";
- iii. As per the provisions recorded in the Consent Decree passed by His Honour Judge Shri K. M. Vakil on 17th July, 1957 in Suit No. 1004 of 1957 read with the statement filed by the aforesaid Shri Dattatraya Babulnath Goray, also known as Dattatrey Babulnath Gore, the undivided rights thus held by the said Dattatraya Babulnath Goray, also known as Dattatrey Babulnath Gore, inter alia in the said Property got extinguished and/or got released in favour of the rest of the aforesaid co-owners of the said Property;
- iv. The aforesaid Wasudeo Babulnath Goray, also known as Ramchandra Baboolnath Goray and also as Vasudev Babulnath Gorey, died at Mumbai on 22nd July, 1972 leaving behind his Last Will & Testament dated 19th February, 1972 in respect of which Will the Hon'ble the High Court of Judicature at Mumbai in its Testamentary & Intestate Jurisdiction has granted to Mangala



Suryakant Sarangdhar being one of the legatees named in the said Will Letters of Administration With Will Annexed in the T. & I. J. Petition No. 686 of 1973;

- v. By an Indenture dated 30th April, 1977 duly registered at the office of the Sub-registrar of Assurances at Mumbai under Sr. No. BOM./S/753 of 1977, the said Mangala Suryakant Sarangdhar transferred unto SUREKHA SURYAKANT SARANGDHAR all the undivided rights, title, share and interests held by the aforesaid Wasudeo Babulnath Goray, also known as Ramchandra Baboolnath Goray and also as Vasudev Babulnath Gorey inter alia in the said Property;
- vi. By a Deed of Release dated 30th April, 1977 and duly registered at the office of the Sub-registrar of Assurances at Mumbai under Sr. No. BOM./S/752 of 1977, the aforesaid NARHARI BABULNATH GOREY released in favour of the aforesaid Surekha Suryakant Sarangdhar, Madhukar Babulnath Goray and Prabhakar Babulnath Gorey all the undivided rights, title, share and interests held by the said Narhari Babulnath Gorey inter alia in the said Property;
- vii. The aforesaid Madhukar Babulnath Goray died intestate at Mumbai on 27th January, 2003 and in view of his wife, SUMATI MADHUKAR GORAY having died intestate at Mumbai on 18th October, 2004, all the undivided rights, title, share and interests held by the said Madhukar Babulnath Goray inter alia in the said Property have devolved upon his only son SUDHIR MADHUKAR GORAY who is his only legal heir and legal representative;
- viii. The aforesaid Prabhakar Babulnath Gorey, also known as Prabhakar Babulnath Gore, died intestate at Mumbai on 20th September, 2011 and in view of SANDEEP PRABHAKAR GORE also known as



SANDIP PRABHAKAR GORE, a bachelor, being the only son of the said Prabhakar Babulnath Gore, having died intestate at Mumbai on 28th September, 2008, all the undivided rights, title, share and interests held by the said Prabhakar Babulnath Gore inter alia in the said Property have devolved upon his wife SHAILA PRABHAKAR GORE, also known as SHALINI PRABHAKAR GORE;

- ix. In view of the above, the said 1) Surekha Suryakant Sarangdhar, 2) Shaila Prabhakar Gore and 3) Sudhir Madhukar Goray became entitled to the said property as owners thereof. The said Surekha Suryakant Sarangdhar, Shaila Prabhakar Gore and Sudhir Madhukar Goray are hereinafter collectively referred to as "the Owners".
- x. The Owners were sufficiently seized and possessed of and were sufficiently entitled to the said Property and were desirous of redeveloping the said Property and accordingly vide a Development Agreement dated 20th October, 2022 made and entered into between the Owners (being the Owners therein) and the Promoter herein (being the Developer therein), the Owners granted redevelopment rights in respect of the said Property to and in favour of the Developer therein (Promoter herein), on the terms and conditions and for the consideration mentioned therein. The said Development Agreement is duly registered with the office of Sub-Registrar of Assurances at Andheri under Serial No. BDR/18/17694/2022 on 20th October, 2022, hereinafter referred to as said "Development Agreement". The copy of Index II of the said Development Agreement is hereto annexed and marked as Annexure – "A".
- xi. Pursuant to the said Development Agreement, the Owners have also executed a Power of Attorney in favor of the Promoter. The said Power of Attorney is duly registered with the office of Sub –



Registrar of Assurances at Andheri under Serial No-
BDR/18/17696/2022 dated 20th October, 2022;

- c. Therefore, as mentioned aforesaid, the Promoter herein has the sole, exclusive and irrevocable right to develop the said Property and construct thereon the proposed building as per the terms and conditions of the Development Agreement.
- d. The Promoter had submitted the plans prepared by the Architects of the Project for approval, which have been duly approved by the BMC and as such the BMC has issued an Intimation of Disapproval dated 12th December, 2022 under File No. P-9793/2021/(292)/K/EWard/FP/IOD/1/New for FSI admeasuring 1331.77 sq. mtrs. The Promoter shall further be entitled to obtain further approvals for utilizing the maximum development potential under any scheme as permitted in Development Control and Promotion Regulation, 2034 and as per the terms and conditions of the Development Agreement. A true copy of the plans approved by the MCGM are furnished by the Promoter to the Allottee. A copy of the IOD dated 12th December, 2022 is annexed hereto as Annexure "B".
- e. Pursuant to the demolition of the said old building, on the basis of an application made by the Developer to the BMC, the BMC has issued a Commencement Certificate dated 23rd May, 2023 and has thereby permitted the Developer to commence construction of the Proposed Building on the said Property. A copy of the said Commencement Certificate dated 23rd May, 2023 is hereto annexed and marked as Annexure – "C".
- f. The Promoter thus proposes and intends to construct on the said Property, a multistoried building to be known as "Parkway Manor" consisting of Stilt plus 8 floors (hereinafter referred to as "**the said New Building**") or such



further additional floors or structures as may be approved to be constructed on the said Property.

- g. For the purpose of constructing New Building, the Promoter herein has appointed Mr. Amber Natekar as their Architect and the Promoter being the Developer of the said Property has entered into a standard agreement with the Architect registered with the Council of Architects and such an Agreement is as per the Agreement prescribed by the Council of Architects;
- h. V. S. Jog & Co, Advocates & Solicitors have issued a Title Certificate dated 13th June, 2023 relating to the Title of the said Property, a copy whereof is annexed hereto and marked as **Annexure "D"** and the relevant revenue record showing the nature of the title of the Promoter of the said Property, the Flats that are to be constructed and copies of the plans and specifications of the Flat agreed to be purchased by the Allottee approved by the concerned local authority have been annexed hereto;
- i. The Promoter has got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said New Building;
- j. The Promoter has registered the Redevelopment Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at No. _____. The authenticated copy of the said Registration Certificate is hereto marked and annexed hereto as **Annexure "E"**. The Allottee has /have taken a physical inspection of all the documents of title relating to the said Property, the building plans and designs and specifications submitted by the Promoter's Architect to the MCGM and has/have satisfied himself/herself/themselves as to the right and authority of the Promoter to undertake the development and construct New Building on the said Property and has/have agreed to not



raise any objection with regard to the title of the said Property, the building plans and designs and specifications.

- k. The New Building shall always be known as "**Parkway Manor**". However, the Promoter shall have the discretion to change or modify the name of the said New Building;
- l. The Allottee being desirous of acquiring a Flat in the New Building to be constructed on the said Property, has/have approached the Promoter to purchase and acquire from the Promoters, a Residential Flat bearing **Flat No. ____** admeasuring RERA Carpet Area ____ **square Meter** equivalent to ____ **square feet** (hereinafter for the sake of brevity and convenience referred to as "**the said Apartment**") situated on ____ **Floor** of the New Building known as "_____" alongwith ____ Car Parking Space/s in the stack/puzzle parking which is constructed on the said Property more particularly described in the First Schedule hereunder written. The said Apartment and the said Car parking Space/s in the stack/puzzle parking, wherever the context so permits, are hereinafter collectively referred to as "**the said Premises**". The said Apartment is more particularly shown by red color boundary line on the typical floor plan annexed herewith as **Annexure "F"** and the said Car Parking Space/s is/are marked on the Car Parking Plan annexed herewith as **Annexure "F-1"** and the Apartment and the Car Parking Space/s are more particularly described in the **Second Schedule** hereunder written;
- m. Accordingly, at the request of the Allottee, the Promoter relying upon the said applications, declaration and agreement, has agreed to sell/allot to the Allottee/s and the Allottee/s has/have agreed to acquire from the Promoter, the said Premises for a total Consideration of **Rs. _____/-** (**Rupees _____ Only**) (exclusive of Goods and Service



Tax and all other taxes and charges applicable from time to time) on the terms and conditions hereinafter appearing;

- n. The Allottee/s has/have paid to the Promoter a sum of Rs. _____ /- (Rupees _____ Only) being part payment of the total sale price/consideration of the said Premises agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter hereby admits and acknowledges). The balance of consideration price is agreed to be paid by the Allottee/s to the Promoter in the manner as stated hereinafter;
- o. Under Section 13 of the Real Estate (Regulation & Redevelopment) Act, 2016, the Promoter is required to execute a written Agreement for Sale of the said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Indian Registration Act, 1908;
- p. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties herein, the Promoter hereby agrees to sell and the Allottee/s hereby agree/s to purchase the said Apartment.

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

1. RECITALS TO FORM AN INTEGRAL PART:

The aforesaid recitals shall form an integral part of the operative portion of this Agreement as if the same are set out herein verbatim.

2. PROMOTER TO CONSTRUCT THE PROPOSED BUILDING:

- 2.1** The Promoter shall construct and develop the said New Building presently proposed to be known as "**Parkway Manor**" consisting of basement and Stilt



plus Eight (8) upper floors on the said Property in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

- 2.2 The Promoter shall have to obtain prior consent in writing from the Allottee/s in respect of such variations or modifications if such variation/changes adversely affect the said Apartment, except any alteration or addition required by any Government authorities or due to change in law.

3. **Transaction:**

- 3.1 The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s, **Flat No.** _____ of RERA Carpet Area admeasuring _____ **square meters** equivalent to _____ **square feet** on _____ **floor** (hereinabove and hereinafter referred to as "**the said Apartment**") alongwith _____ Car Parking Space/s in the Stack/Puzzle Parking in the Stilt (said "Car Parking Space/s") as more particularly described in the Second Schedule hereto and as shown in the Floor Plan thereof hereto annexed and marked as Annexure "F" and the Car Parking Plan annexed as Annexure "F-1" for the total Consideration of **Rs.** _____/- (**Rupees** _____ **Only**), including the proportionate price of the common areas, limited common areas and facilities appurtenant to the said premises.

- 3.2 The Allottee/s shall pay the total consideration amount aforesaid in installments as set out in the **Annexure "G"** hereto.

- 3.3 The total Consideration above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Goods and Service Tax (GST) and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Redevelopment Project payable by the Promoter) up to the date of handing



over the possession of the said Apartment. The Allottee shall deduct TDS on the entire agreed consideration in accordance with the provisions of the Income Tax Act, 1961 as applicable from time to time and shall deposit the TDS so deducted by the Allottee/s in the government treasury by furnishing challan-cum-statement in Form No. 26QB to the Director General of Income-tax (System) or to the person authorized by her/him/them in this behalf, within seven days from the end of the month in which the deduction is made, and issue a TDS certificate in Form No. 16B to the Promoter within fifteen days from the due date for furnishing the challan-cum-statement in Form No. 26QB, after generating and downloading the same from the web portal specified by the Director General of Income – tax (System) or the person authorized by him, so as to enable the Promoter to give credit to the Allottee/s for the same. Failure and/or neglect on the part of the Allottee/s to comply with the provisions herein contained shall entitle the Promoter to treat the Allottee/s as defaulter/s in paying the agreed amount of consideration in which event the consequences in this behalf specified in this Agreement can follow if the Promoter so desires.

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



with the provisions in this behalf contained in the relevant notification/order/rule/regulation.

- 3.5 The Promoter shall confirm the final RERA Carpet Area that has been allotted to the Allottee after the construction of the New Building is complete and the Occupancy Certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the RERA Carpet Area, subject to a variation cap of 3 (three) percent. The total Consideration payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within 45 (forty-five) days with interest at the rate equivalent to the State Bank of India highest Marginal Cost of Lending Rate plus 2 (two) percent, from the date when such an excess amount was paid by the Allottee/s. The Promoter however shall be at liberty to set off the amount of such refund against that component of the total consideration which by then shall have remained unpaid by the Allottee/s to the Promoter. If there is any increase in the RERA carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the allottee/s before the Allottee/s take from the Promoter physical possession of the said Apartment. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3.1 of this Agreement.
- 3.6 The Allottee/s authorize/s the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name/s as the Promoter may in its sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoter to adjust his/her/their payments in any manner other than what the Promoter may deem fit.



4. **DEVELOPER TO COMPLY WITH APPROVALS AND STATUTORY CONDITIONS:**

- 4.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned Local Authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee/s, obtain from the concerned Local Authority, the Occupancy and/or Completion Certificates in respect of the said Apartment.
- 4.2 Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for handing over the said Apartment to the Allottee/s after receiving full payment from the Allottee/s and the time schedule for handing over the common areas to the Association of the Allottees of all the flats in the said Project after receiving full payment from the Allottees of all the flats in the said Project. Similarly, the Allottee/s shall make timely payments of the balance consideration / installments and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Annexure G ("**Payment Plan**").

5. **DEFAULT ON THE PART OF THE PROMOTER OR FAILURE IN PAYMENT OF PURCHASE PRICE BY THE ALLOTTEE/S:**

Notwithstanding anything to the contrary contained in this Agreement, it is specifically agreed that:

- 5.1 If the Promoter fails to abide by the time schedule for handing over the said Apartment to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does/do not withdraw from the project, interest at the rate equivalent to the State Bank of India highest Marginal Cost of Lending Rate plus two percent,



on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession.

- 5.2 The Allottee/s agree/s to pay to the Promoter, interest at the rate equivalent to the State Bank of India highest Marginal Cost of Lending Rate plus two percent, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.
- 5.3 Without prejudice to the right of the Promoter to charge interest in the terms of Sub-Clause 5.2 above, on the Allottee/s committing a default in the payment on the due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement.
- 5.4 Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breached of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.
- 5.5 Provided further that upon termination of this Agreement as aforesaid and without prejudice to the other rights that may be available to the Promoter in this behalf, the Promoter shall refund to the Allottee/s the aggregate amount towards the sale price of the said Premises, which may till then have been paid by the Allottee/s to the Promoter, such refund being made within a period of 1 (one) month from the date of termination of this Agreement after



deducting therefrom a sum equivalent to 20% of the total agreed consideration amount of the said Premises as mutually agreed liquidated damages which amount shall stand forfeited and the Promoter shall also not be liable to pay to the Allottee/s any interest on the amount so refunded upon termination of this Agreement. Upon such termination, the Promoter shall be at liberty to dispose of and sell the said Premises to such persons and at such price as the Promoter may in its sole and absolute discretion deem fit.

6. PLANNING, FSI AND DESIGN SUBJECT TO AMENDMENTS AND CHANGES:

- 6.1 The Planning and design of the said Apartment is subject to amendments and changes as may be stipulated by the MCGM, Government, local authority and/or as per the requirements of the Promoter.
- 6.2 The Promoter hereby declares that the Floor Space Index available as on date in respect of the said property is 1331.77 square meters only and the Promoter has planned to utilize Floor Space Index of 2.7 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 1331.77 square meters as proposed to be utilized by him on the said Property and Allottee/s has/have 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 the Promoter only.
- 6.3 The Allottee/s hereby further agree/s and covenant/s with the Promoter to render full co-operation to the Promoter and to sign and execute all papers



and documents, in favour of the Promoter or otherwise as may be necessary for the purpose of enabling the Promoter to construct the Proposed Building as stated in this Agreement and/or for the purpose of applying for and/or obtaining the approval or sanction of the BMC or any other appropriate authorities in that behalf as well as for the approval or sanction relating thereto. The Allottee/s hereby further agree/s and give/s his/her/their specific irrevocable consent to the Promoter to carry out such amendments, alterations, modifications or variations in constructing the said Apartment and the Proposed Building on the said Property and/or to the layout plan and/or to the building plans (whether or not envisaged and/or proposed to be constructed at present), provided, the aggregate area/size of the said Apartment agreed to be acquired by the Allottee/s is not in any manner reduced, beyond the agreed variation limit, as set out hereunder and the Allottee/s shall not object to any variations in the dimensions or location inter alia of the said Apartment.

7. DESCRIPTION OF INTERNAL FIXTURES:

- 7.1 The fixtures, fittings and amenities to be provided by the Promoter in the said Apartment are those that are set out in the list hereto annexed at **Annexure "H"** (hereinafter referred to as the **"said Internal Fixtures"**).
- 7.2 The Allottee/s confirm/s that the Promoter shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Apartment. The Allottee/s agree/s that, if there is any difficulty in the availability of fixtures, fittings or amenities or the materials required to be provided either in terms of quantity and/or quality and/or delivery and/or for any other reason beyond the control of the Promoter, the Promoter shall, at its discretion, be entitled to modify or change the fixtures, fittings and amenities to be provided in the said Building and/or the said Apartment. In



such circumstances, the Promoter shall substitute the fixtures, fittings and amenities without any approval of or notice to the Allottee/s in as much similar specification and/or quality as may be available and required during the stage/time of the construction in order to enable the Promoter to offer at the earliest/ on time the possession of the said Apartment to the Allottee/s. The fixtures, fittings and amenities being provided by the Promoter in the said Apartment are free of cost and the Allottee/s agree/s not to claim any reduction or concession in the Sale Consideration and/or in the amounts payable under this Agreement on account of any change or substitution in the fixtures, fittings or amenities provided by the Promoter.

7.3 It is further clarified that the Internal Fixtures are not manufactured or produced by the Promoter and that the same are sourced from third party vendors/suppliers. Some of the Internal Fixtures may be acquired under warranties and others may not have any warranties and the Promoter shall not be responsible to repair and/or replace the same. Accordingly, once possession of the said Apartment with the Internal Fixtures is handed over by the Promoter to the Allottee/s, if any operational issues or malfunctioning of the Internal Fixtures is/are discovered, the Allottee/s shall not hold the Promoter responsible and/or liable for repairs or replacement thereof; and the Allottee/s shall make appropriate claims only against the supplier/manufacturer thereof, as per the terms of the respective warranties of the respective Internal Fixtures (if applicable).

8. ALLOTTEE/S' SATISFACTION ON TITLE:

The Allottee/s is/are aware that the Owners of the said Property have acquired the title to the said Property in the manner recited hereinabove; and the Allottee/s hereby acknowledge/s that the Promoter has made a full and true disclosure of the nature of its rights to put up construction of the Proposed



Building on the said Property. The Allottee/s has/have independently inspected and verified the title deeds and all papers and documents hereinabove recited and has/have fully satisfied himself/herself/themselves about the entitlement of the Promoter to develop the said Property by construction of the Proposed Building and enter into these presents. The Allottee/s has/have also taken inspection of the orders and approved plans, Intimation of Disapproval, Commencement Certificate and other approvals as are already issued by the BMC and other relevant documents and papers required to be furnished by a Promoter to the Allottee/s including the Municipal assessment bills, city survey records, records of rights, property register cards and other documents mentioned in RERA, RERA Rules; and the Allottee/s confirm/s that he/she/they have has/have entered into this Agreement after inspecting and understanding the aforesaid documents and papers. The Allottee/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Promoter and is/are aware and acknowledge/s that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the Proposed Building is completed and after the management of the Proposed Building is handed over to the Society, as provided hereinafter, and the Allottee/s has/have agreed to abide by and comply with such continuing conditions and obligations.

9. DATE OF POSSESSION OF THE SAID APARTMENT:

The Promoter shall handover possession of the Apartment to the Allottee/s on or before 30th September of 2026. If the Promoter fails or neglects to give possession of the said Apartment to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter



shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the said Apartment with interest at the same rate as is mentioned in the Clause 5.1 hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid PROVIDED the Allottee/s, before the Promoter commences repaying the said amount/s with interest thereon as aforesaid, has joined the Promoter in due execution and registration of a formal Cancellation Deed duly recording the cancellation/termination of this Agreement.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of any of the following grounds, viz.:-

- (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.

10. PROCEDURE FOR TAKING POSSESSION:

- 10.1 The Promoter, upon obtaining the Occupation Certificate in respect inter alia of the Apartment allotted to the Allottee/s and upon receiving entire consideration agreed to be paid by the Allottee/s as per the Agreement in the manner herein recorded, shall offer in writing the possession of the said Apartment, to the Allottee/s in terms of this Agreement to be taken within 7 days from the date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee/s accordingly. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree to pay the maintenance charges as determined by the Promoter or the association of Allottee/s, since the



date the possession of the said Apartment is offered to the Allottee/s irrespective of the date on which the Allottee/s actually take/s possession of the same.

- 10.2 The Allottee/s shall take possession of the said Apartment within 7 days of the written notice from the Promoter to the Allottee/s offering to handover possession upon payment of the entire agreed consideration.

11. FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF APARTMENT:

- 11.1 Upon receiving a written intimation from the Promoter as per Clause 10.1 above, the Allottee/s shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the Allottee/s. In case the Allottee/s fail to take possession within the time provided in Clause 10.1 above, the Allottee/s shall continue to be liable to pay maintenance charges as applicable from the date the possession is offered to the Allottee/s.
- 11.2 If within a period of five years from the date of offering possession of the said Apartment to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the said Apartment or the building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.



12 CHANGE OF USER:

The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence. He/She/They shall use the parking space only for purpose of keeping or parking his/her/their own vehicle.

13 FORMATION OF SOCIETY:

- 13.1 The Allottee/s along with the allottees of other apartments in the New Building shall join in forming and registering a co-operative housing society or an association of Apartment Owners or a Limited Company as the Promoter at the relevant time may decide in this behalf, any such body to be known by such name as the Promoter may decide and for this purpose the Allottee/s shall sign and execute from time to time the application for registration of such a body and/or membership of such a body and other papers and documents necessary for the formation and registration of such a body and for becoming a member, including the byelaws of the proposed Society all of which papers/documents the Allottee/s shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organization of the allottees of all the Apartments in the New Building. 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 may be, or any other Competent Authority.
- 13.2 The Promoter shall (subject to his right to dispose of the remaining apartments, if any) cause to be executed a Conveyance of title of the said property and the New Building in favour of the Society or Limited Company



within a period of 3 months from the date of issuance of Occupation Certificate.

13.3 Within 15 (fifteen) days after notice in writing is given by the Promoter to the Allottee/s that the said 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 RERA Carpet Area of the said Apartment) of outgoings in respect of the said Property 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 said Property and New Building/s. Until the Society or Limited Company is formed and the said Property with the New Building is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings attributable to the said Apartment as may be determined by the Promoter. The Allottee/s further agree/s that till the Allottee/s share is so determined, the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs. ____/- per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a Conveyance of the said Property is executed in favour of the Society or Limited Company as aforesaid. On such Conveyance of the said Property being executed, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case maybe.

14 OTHER CHARGES PAYABLE BY THE ALLOTTEE/S:



14.1 The Allottee/s shall on or before delivery of possession of the said Apartment deposit with the Promoter, the following amounts :-

- i) Rs. 1,000/-for share money, application entrance fee of the Society or Limited Company;
- ii) Rs. _____/- (RERA Carpet Area * Rs. 15 * 12 Months) for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company;
- iii) Rs. 2,00,000/- For Deposit towards Legal, Gas Pipeline, telephone, Water, Electric meter, and other utility and services connection charges.

14.2 The Allottee/s shall pay to the Promoter a sum of Rs. 25,000/- 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, and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the Conveyance.

14.3 At the time of registration of Conveyance of the said Property and the structure of the New Building, the Allottee/s shall pay to the Promoter, the share of the Allottee/s in stamp duty and registration charges payable, by the said Society or Limited Company on such Conveyance.

14.4 On and from the date of Notice of Possession, the Allottee/s shall be liable to bear and pay the proportionate share of the aforesaid outgoings in respect of the said Apartment (based on proportion the Carpet Area of the said Apartment bears to the Carpet Area of all the apartments in the new Building).

14.5 The Allottee/s agree/s and confirm/s that from the date of delivery of possession of the said Apartment, the Allottee/s and other Allottee/s shall observe and perform all the rules and regulations of the Municipal Corporation and other statutory bodies and shall indemnify and keep indemnified the Promoter against any loss or damage.



16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER –

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

- i. The Promoter has a clear and marketable title with respect to the said Property as declared in the title report annexed to this Agreement and marked as Annexure D and also has actual physical possession of the said Property for the implementation of the Redevelopment Project;
- ii. The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the said Property;
- iii. There are no encumbrances upon the said Property except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said Property;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, the said Property and said New Building 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, the said Property and said New Building 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, the said Property, New Building and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;



- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other Agreement / arrangement with any person or party with respect to the Redevelopment Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the Conveyance Deed of the said Property and the structure to the Society or Limited Company of the allottees of all the apartments in the New Building hereby envisaged, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the New Building to such a Society or Limited Company;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Redevelopment Project to the Competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the Promoter in respect of the project land and/or the Project.

17. COVENANTS BY THE ALLOTTEE/S

- 17.1 Until the Allottee/s shall have paid all the dues in respect of the said Apartment and the Allottee/s shall have been put in possession of the said



Apartment and until the Promoter has transferred the said Building to the Society hereby envisaged, the Allottee/s shall not encumber, sell, assign, let, sub-let or part with possession of the said Apartment or deal in any manner with the rights created in his/her/their favour, without obtaining prior written consent of the Promoter which shall not be unreasonably withheld.

17.2 The Allottee/s for himself/herself/themselves with an intention to bring all persons into whosoever hands the said Apartment may come, hereby covenant/s with the Promoter as follows :-

- i. To maintain the said Apartment at the Allottee/s's own cost in good and tenantable repair and condition and not to do or suffer to be done anything to the said building, staircase, lift, passages or parking space (if allotted) which may be against the rules, regulations or bye-laws of concerned local or any authority or change/alter or make addition in or to the said building or the said Apartment itself or any part thereof.
- ii. Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to cause damage to the construction or structure of the new Building or storing of which goods is objected to by the concerned authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage entrance, staircase, common passages or any other structure of the new Building and in case if any damage is caused to the new Building or to the said Apartment on account of negligence or default of the Allottee/s in this behalf, then the Allottee/s shall be liable for the consequences of the breach or negligence or default.
- iii. To carry out at his/her/their cost all internal repairs to the said Apartment and maintain the said Apartment in same condition, state and order in which it was delivered by the Promoter to the Allottee/s and



shall not do or suffer to be done anything in or to the new Building and/or the said Apartment which may be against the rules, regulations and bye-laws of the concerned local authority or other public authority and in the event of the Allottee/s committing any act in contravention of the above provisions, then the Allottee/s alone shall be responsible and liable for consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the said Apartment or any part thereof nor make any alteration in the elevation and outside colour scheme of the said Building and shall keep the portion, sewers, drain pipes in the said Apartment in good tenantable repair and condition and in particular, so as to support the shelter/structure and to protect other parts of the said building and shall not damage columns, beams, slabs, RCC Partis or other structural members in the said Apartment without prior written permission of the Promoter and/or the Society. The Allottee/s shall however be free to make necessary alterations in the said Apartment for making it suitable for his/her/their use and for that purpose he may create partition walls, install false ceilings, change flooring etc. after obtaining permissions, if required, from local authorities as also from the Promoter or the Society as the case may be.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and/or the New Building or any part thereof or whereby any increased premium shall become payable in respect of such insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in common passage or in the compound or any other portion of the New Building or the said Property.



- vii. To pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority, Municipality or Government for giving water, electricity or any other service connection to the New Building.
- viii. To bear and pay his/her/their share of increase in local taxes, water charges, insurance and such other levies and/or Government and/or other public authority on account of user of the said Apartment by the Allottee/s.
- ix. The Allottee/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 New 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 regarding the occupancy and use of the apartments 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.
- x. Till the conveyance of the said Property and the New Building is executed in favour of Society/Limited Company hereby envisaged, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the New Building or any part thereof to view and examine the state and condition thereof.



- xi. The Allottee/s shall not carry out any changes in the said Apartment without the written consent of the Promoter and MCGM as may be necessary.
- xii. Not to hold Promoter and MCGM liable for inadequate/sub-standard size of rooms in future and/or for inadequate open space/s and/or for failure of Stack / Puzzle parking system;
- xiii. Not to store or cause damage or install or misuse anything in the Common areas and facilities, amenities, services, utilities, plants, trees, compounds, walls, electricity poles, cables, wiring, sewage lines, water lines, gas pipelines, telecommunication cables, gates etc.
- xiv. Not to change exterior elevation or the outlay of the new Building by installing any grill to windows or balconies, any posters, bills, hoarding, advertisement, name boards, sign boards, television antennae, wireless mast, aerial, flagstaff/ Air Conditioning unit or in any other such location whereby the installation may be visible from outside
- xv. Not to commit any act or omission which results in any leakage from his/her/their Apartment to the Apartment /s below or cause any nuisance to the other occupants of the said Building;
- xvi. Not to undertake any illegal or immoral activities in the said Apartment
- xvii. The Allottee/s shall not challenge the allotment of car parking space to the Allottee/s in the new building and the allotment of car parking spaces by the Promoter shall be binding upon the Allottee/s;
- xviii. Not to misuse or enclose any decks, service slab, common passage, society office, fitness center (if any), elevation treatments, pocket terraces, open utility areas, if any.
- xix. The Promoter shall determine the manner in which management of the new Building shall be carried out, contributions for outgoings shall be



realized and payments and expenses shall be made therefrom and the Allottee/s shall not raise any objection to the same.

xx. The Allottee/s will not claim compensation from any competent authority or from the Promoter in respect of inadequate open space around the Real Estate Project. The Allottee/s is/are aware and hereby confirm/s that he/she/they shall not object to concessions availed by the Promoter for deficiency in open space nor will he/she/they object for any deficiency in neighborhood development.

18. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Property 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/her/they and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the society as hereinbefore mentioned.

19. SEPARATE ACCOUNT:

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purpose for which they have been received.

20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE –

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the



time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Apartment.

21. BINDING EFFECT –

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

22. 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 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, as the case may be.



23. RIGHT TO AMEND –

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S/SUBSEQUENT ALLOTTEE/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 Allottee/s of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

25. SEVERABILITY –

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or RERA Rules 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 the RERA and RERA Rules 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.

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

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in Project, the same



shall be in proportion to the Carpet Area of the said Apartment to the total Carpet Area of all the Apartments in the Project.

27. 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.

28. PLACE OF EXECUTION –

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place which may be mutually agreed between the Promoter and the Allottee/s, in Mumbai after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution of the said Agreement and shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at MUMBAI.

29. NOTICES:

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

Name of Allottee/s: _____



Allottee's Address) : _____

Notified Email ID: _____

Tel. No.:

Promoter's Name :

(Promoter Address) : _____

Notified Email ID: _____

Tel. No:

It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

30. JOINT ALLOTTEES:

That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to be considered as properly served on all the Allottee.

31. MISCELLANEOUS:

31.1 The Allottee/s shall, from time to time, sign and execute all applications, papers and documents, and do all the acts, deeds, matters and things as the Promoter may require, for guarding the interest of the Promoter to the New Building and/or the premises therein.



31.2 The Promoter shall, in respect of any amount remaining unpaid by Allottee/s under the terms of this Agreement, have a first lien and charge on the said Apartment agreed to be purchased by the Allottee/s hereunder.

31.3 All obligations of the Allottee/s and covenants made by the Allottee/s herein shall be deemed to be obligations and/or covenants, as the case may be, running with immovable property and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Apartment may come.

32. STAMP DUTY AND REGISTRATION –

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s. The Promoter shall not be bound and liable to pay any stamp duty, registration charges and/or any other expenses and will not be responsible for consequences of non-payment and/or insufficient payment of stamp duty, registration charges due from the Allottee/s in respect of this Agreement.

33. DISPUTE RESOLUTION –

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the concerned Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

34. GOVERNING LAW –

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



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

FIRST SCHEDULE ABOVE REFERRED TO

Description of the freehold land and all other details

ALL THAT the piece and parcel of land and ground situate, lying and being at Chitrakar Ketkar Marg, Vileparle (East), Mumbai 400057 within Vileparle Town Planning Scheme No. II (1st Variation) (Final) bearing Original Plot No. 139D and Final Plot No. 292 admeasuring 590 sq. yards as per Town Planning Scheme record, i. e. to say 493.31 sq. mtrs. and bearing C. T. S. No. 1225 of Vileparle (East), Mumbai Suburban District admeasuring 493.3 sq. mtrs. as per City Survey records and bounded as follows, i. e. to say On or towards the North:- By 30 feet wide Public Road being Playground X Road No. 1, presently known as Chitrakar Ketkar Marg; On or towards the East:- By piece of land bearing F. P. No. 291 of Vileparle Town Planning Scheme No. II (1st Variation) (Final) and bearing C. T. S. No. 1224; On or towards the West:- By piece of land bearing F. P. No. 293 of Vileparle Town Planning Scheme No. II (1st Variation) (Final) and bearing C. T. S. No. 1226 and On or towards the South:- By a Public Play Ground presently known as Vaman Dubhashi Maidan and bearing F. P. No. 296 of Vileparle Town Planning Scheme No. II (1st Variation) (Final) and bearing C. T. S. No. 1221.

SECOND SCHEDULE ABOVE REFERRED TO

Description of the said Premises



A Residential Premises bearing Apartment No. _____ admeasuring RERA
Carpet Area _____ Square Meter equivalent to _____ Square Feet situated on
_____ Floor of the New Building known as "Parkway Manor" alongwith _____
Car Parking Space/s in the Stilt/Puzzle parking constructed on the said
property more particularly described in the First Schedule hereinabove
written.

IN WITNESS WHEREOF, the Parties hereunto have put and subscribed
their respective hands the day and year first hereinabove written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED
PROMOTER:**

MESSRS. NSB PROPERTIES

Through sole Proprietor

Mr. GAUTAM EKANATH THAKUR

In the presence of WITNESSES:

1. Name : _____

Signature : _____

2. Name : _____

Signature : _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee/s

Mr. _____



1. Name : _____

Signature : _____

2. Name : _____

Signature : _____



RECEIPT

RECEIVED with thanks, from within named Allottee/s on or before the execution of these presents a sum of Rs. _____ (Rupees _____ Only) vide following Cheques/RTGS being the earnest/advance payment/Application fee towards purchase price of Apartment _____, payable by the Allottee/s to Promoter in the manner contained in this Agreement.

Sr. no.	Date	Cheque/RTGS No.	Amount (Rs.)	Bank
1	_____	_____	_____ (Less TDS @ ____ %)	_____

WE SAY RECEIVED,
For MESSRS. NSB PROPERTIES

GAUTAM EKANATH THAKUR

Note - Receipt Subject To Realization of Cheques

Place : Mumbai

Date:

