



NSB PROPERTIES

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DECLARATION FOR REPORT ON DEVIATION IN RESPECT OF MODEL COPY OF AGREEMENT FOR SALE

I, Mr. **Gautam Ekanath Thakur** Sole Proprietor of **M/S. NSB Properties** hereby declare and certify that: -

1. The firm has undertaken development of Plot of land 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.
2. The MahaRERA has prescribed the format of agreement for sale as per Annexure 'A' to the Rule 10 (1).
3. The promoter has adopted the said format of said Agreement for Sale. However, the promoter made certain deviations/modifications in the said prescribed format of agreement for sale. As required, the said modifications/variations in the agreement for sale has been highlighted in yellow. The said modified agreement for sale shall be used to enter into the agreement for sale with the prospective buyer of the apartment in the said project undertaken. The particulars of the deviations/modifications in the said prescribed agreement for sale as proposed by the promoter are as under: -

- a. Clause no. 1 (**Recitals to form an Integral Part**), has been inserted in the Agreement for Sale which reproduced hereunder: -

i. 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.

- b. Clause 1(c) of the model Agreement for Sale has been modified and Clause No. 3.2 (Payment schedule) has been inserted i.e. a separate annexure i.e. **Annexure - G** has been annexed to the agreement with minor variation in the payment schedule.
- c. Clause No. 5 of the Model Agreement for Sale pertaining to amenities has been included as Clause No. 7.1 and Clause Nos. 7.2 and 7.3 has been inserted after Clause No. 7.1 which are reproduced hereunder:



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 anyother 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/manufacture thereof, as per the terms of the respective warranties of the respective Internal Fixtures (if applicable).

- d. Clause No. 6 of the Model Agreement for Sale (Possession of the Apartment) has been modified and included as Clause no. 9 which is reproduced hereunder:

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.

- e. Clause No. 8 (Allottee/s Satisfaction on Title) has been inserted in the Agreement for Sale which is reproduced hereunder:

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.

- f. Clause No. 14 (covenants of the Allottee/s) of the Model Agreement for Sale has been included as Clause No. 17 and Sub-clauses (xii) to (xx) have been inserted in Clause No. 17 which are reproduced hereunder:

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 neighbourhood development.

- g. Clause no. 31 (Miscellaneous) have been inserted in the Agreement for Sale, which is reproduced hereunder:

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.
- 32.3 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.



- h. Clause No. 29 of the model Agreement for Sale has been modified and the modified clause is reproduced hereunder:

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.

4. As per order no. 35/2022 dated 12th August 2022 issued by the MahaRERA in clause (e) on page 3 of the said order, it is mentioned that in the event of any deviation/modification in the prescribed proforma of Agreement for sale as proposed by the promoter, then in such cases, the deviations/modifications shall be highlighted in the different colours and accordingly be uploaded on the MahaRERA portal while seeking registration of the project under MahaRERA.
5. In view of such requirements vide said MahaRERA order bearing no. 35/2022 dated 12th August 2022, we are herewith uploading the model proforma agreement for sale as modified & proposed by the promoter highlighting in different colour the area where there are certain modifications/deviations.
6. This self certifying declaration is made for the purpose of registration of the "Parkway Manor" project with the MahaRERA.

Place: MUMBAI

Date: 26/08/2023

