

Jaygovind Radheshyam Gupta -
77950049973

TRIPARTY AGREEMENT FOR SALE

THIS TRIPARTY AGREEMENT FOR SALE is made and entered into at Thane on this ____ day of _____, Two Thousand Twenty Six (2026).

BETWEEN

M/S. NESTOR BUILDERS & DEVELOPERS PRIVATE LIMITED (PAN No. AACCB5344F)) having office at 4th Floor, 402, Nestor Court, Vinayak CHS. Compound, Baji Prabhu Deshpande Marg, Vile Parle, Mumbai – 400054, hereinafter referred to as the “**SELLER**” (Which expression shall unless it be repugnant to the context or meaning thereof and to mean and deemed to include his heirs, executors and administrators) of the **FIRST PART**.

AND

MRS. POOJADEVI JAYGOVIND GUPTA (PAN NO. BFNPG9784C) , having her address at D/Poppy/204, Sai Baba Vihar Complex, Near Mucchala College, Kasarvadavali, Thane (W) 400615, hereinafter referred to as the ‘**PURCHASER**’ (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of an individual/s his/her/their respective heirs, executors, administrators and permitted assigns and in the case of a Partnership Firm the partners for the time being constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and Promoter their/his/her permitted assigns and in the case of a body corporate its successors and assigns) of the **SECOND PART**.

AND

M/S. UNNATHI ASSOCIATES (PAN No.AABFU4497L), a registered Partnership firm, having registered office at 26 Kilachand Building, 298 Princess Street, Marine Lines, Mumbai – 400 002 and administrative office at Plot No.1, Mohan Mill Compound, Next to Audi Thane, Ghodbunder Road, Thane (W) 400 607, hereinafter referred to as “**the PROMOTER**” (which expression shall unless it be repugnant to

the context or meaning thereof be deemed to mean and include all partner/s of the said firm, M/s. Unnathi Associates, survivor or survivors of them and the respective heirs, executors and administrators of such last survivor) of the THIRD PART;

In this Agreement, unless the context otherwise implies, the expression defined hereunder shall have the respective meanings assigned to them.

- i. The singular where ever used shall include plural and vice-versa.
- ii. The masculine gender used herein shall include feminine and/or neutral gender where ever applicable.

AND WHEREAS by and under the Agreement for Sale dated 19th June, 2026 (hereinafter referred to as 'the said Principal Agreement') made and entered into between the Promoter and Seller hereto, the Promoter herein agreed to allot to the Seller herein and the Seller herein agreed to acquire and purchase from the Promoter **Shop No.7 on the Ground Floor situated in Building 'RAUNAK 108' (hereinafter referred to as 'the said Building') having Carpet Area admeasuring 14.59 Sq. Mtrs. equivalent to 157.00 Sq. ft as per RERA** (hereinafter referred to as 'the said Shop') situated at all that piece and parcel of land bearing Old Survey No. 108 New Survey No. 73 Hissa No. 2,3,4,5,7,8 of Village Owale, Taluka and District Thane, Registration and Sub-Registration District of Thane, within the local limits of the Municipal corporation of the city of Thane and more particularly described in the Schedule hereunder written at or for the consideration of **Rs. 39,25,000/- (Rupees Thirty Nine Lakh Twenty Five Thousand Only)** and upon the terms and conditions therein contained. The said Principal Agreement is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No. TNN2-17560-2026 dated 19/06/2026.

AND WHEREAS the Seller has paid a sum of Rs.27,50,000/- (Rupees Twenty Seven Lakh Fifty Thousand Only) to the Promoter herein towards part of the sale consideration payable under the said Principal Agreement. The Seller hereby agrees and undertakes to pay the balance sale consideration of Rs. 11,75,000/- (Rupees Eleven Lakh Seventy Five Thousand Only) to the Promoter as and when demanded by the Promoter, strictly in accordance with the payment schedule stipulated in the said Principal Agreement in respect of the said Shop.

AND WHEREAS the said Promoter has been constructing the said Building in the Project known as **RAUNAK 108** as per the plans sanctioned by Thane Municipal Corporation vide V.P. No. S06/0263/17/TMC/TDD/3694/21 dated 09/09/2021 and Amended Commencement Certificate vide No. TMCB/TDD/0168 (P/C)/2024/AUTO DCR dated 17/12/2024.

AND WHEREAS the Seller had purchased the said Shop for investment purpose and now Seller has requested the Promoter to permit assignment of the Principal Agreement in favour of the Purchaser.

AND WHEREAS the Purchaser being on the lookout for a suitable place for business purpose, came to know about the Seller's intention to sell off the said Shop and therefore upon inspecting the documents thereto, the Purchaser being desirous of purchasing the said Shop, approached and requested the Seller and Promoter to sell the said Shop to him.

AND WHEREAS the said Promoter has not yet obtained Occupation Certificate of the said Building and therefore not given possession of the said Shop to the Seller and hence after considering the request of the Seller has accepted subject to the condition that the said Purchaser shall on behalf of Sellers pay the balance consideration, maintenance charges, possession charges and all other charges mentioned in the said Principal Agreement payable against the said Shop to the Promoter as and when demanded by the Promoter or before possession.

AND WHEREAS Purchaser herein has agreed to pay the balance consideration, maintenance charges, possession charges and all other charges mentioned in the said Principal Agreement payable against the said Shop to the Promoter on or before possession as and when demanded by the Promoter.

AND WHEREAS upon due negotiations, the Seller agreed to transfer, sell, assign its shares, right, title in the said Shop to the Purchaser at or for the Consideration of Rs. 1,03,86,800/- (**Rupees One Crore Three Lakh Eighty Six Thousand Eight Hundred Only**) and on the terms and conditions hereinafter contained.

AND NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

- 1) The Parties hereto declare, confirm and assure that the said Principal Agreement is valid, subsisting and in full effect and all the terms and conditions mentioned in the said Principal Agreement is binding on the Purchaser. Further the parties hereto declare confirm and assure that From the execution and registration of this Agreement, the Purchaser shall be deemed to be the Allottee under the Principal Agreement and all references to the Seller therein shall be construed as references to the Purchaser. All the rights and obligations of the Seller pursuant to the said Principal Agreement shall be assumed by the Purchaser.
- 2) The Seller hereby agrees to sell, assign, convey and transfer and the Purchaser hereby agree to purchase and acquire from Seller, the said Shop, being **Shop No.7 on the Ground Floor situated in Building 'RAUNAK 108' (hereinafter referred to as 'the said Building')** having **Carpet Area admeasuring 14.59 Sq. Mtrs. equivalent to 157.00 Sq. ft as per RERA** (hereinafter referred to as 'the said Shop') together parking facility for parking of one car in the basement/podium situated at all that piece and parcel of land bearing Old Survey No. 108 New Survey No. 73 Hissa No. 2,3,4,5,7,8 of Village Owale, Taluka and District Thane, Registration and Sub-Registration District of Thane, within the local limits of the Municipal corporation of the city of Thane, in respect of the said Shop and more particularly described in the Schedule written hereunder **AND TOGETHER** with all the rights and privileges, shares advantages and appurtenances whatsoever in to or upon the said Shop belonging to or in anywise appurtenant thereto or with the same or any part thereof now or at any time heretofore usually held used enjoyed or occupied or requested or known as part or member thereof or to belong or be appurtenant thereto and also together with all the deeds documents writing vouchers and other evidences of title relating to the said Shop and all the estate right title interest use inheritance property possession benefit claim or demand whatsoever at law and in equity of the SELLER in to out or upon the said Shop **SUBJECT HOWEVER** to the payment by the Purchaser of all taxes and outgoings and other charges now or hereafter **AND** the Seller doth hereby covenant that he shall at the request and cost of the Purchaser sign and execute such further deeds, documents and papers which the Purchaser may reasonably require to effectively transfer and vest the Seller right, title and interest in the said shares, said Shop in favour of the Purchaser **TOGETHER WITH** all rights, titles and interests therein at and for a Lump-sum Price / Consideration of

Rs. 1,03,86,800/- (Rupees One Crore Three Lakh Eighty Six Thousand Eight Hundred Only)

- 3) The PURCHASER herein agrees to pay the said consideration amount of **Rs. 1,03,86,800/- (Rupees One Crore Three Lakh Eighty Six Thousand Eight Hundred Only)** in the following manner:
 - a) **Rs. 25,00,000/- (Rupees Twenty Five Lakh Only)** paid by the Purchaser to seller before execution of this Agreement in respect of the said Shop (the receipt and payment whereof the Seller do and each of them doth hereby admits and acknowledges)
 - b) **Rs.1,03,868/- (Rs One Lakh Three Thousand Eight Hundred Sixty Eight Only)** being TDS u/s 194 IA of the Income Tax Act.1961 to pay to Tax Authority of India and furnish TDS Certificate with copy of challan evidencing the proof of payment to the Transferors.
 - c) **Rs. 77,82,932- (Rupees Seventy Seven Lakh Eighty Two Thousand Nine Hundred Thirty Two Only)** being the balance consideration amount shall be payable by the Purchaser to the Seller by obtaining Housing Loan from any Bank or Financial Institute or otherwise from their own sources, within 30 days from the date of registration of this Agreement.
- 4) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser **Nil** car parking space in Podium/Basement being constructed in the layout.
- 5) The parties record that the consideration agreed between the Seller and the Purchaser is inclusive of GST, stamp duty, registration charges and all other taxes and levies, wherever applicable.
- 6) The Seller agreed to hand over all the Original Documents pertaining to the said Shop i.e. the said Principal Agreement, All Payment Receipts, NOC, etc. in respect of the transaction contemplated herein to the Purchaser within 15 days from the date of execution of this Agreement to enable the said Purchaser to obtain housing loan amount and pay the balance consideration in stipulated time to the Seller.

- 7) The Seller hereby gives his express consent to the Purchaser to raise any loan against the said Shop and to mortgage the same with any Bank or Financial Institution. The Seller undertakes to furnish all the relevant documents, paper, NOC to the Purchaser for being produce/mortgaging to the Bank/ Financial Institution for availing Housing loan in respect of the said Shop.
- 8) The Purchaser hereby declares that they have taken inspection of the title documents of the said Shop in all respect and the title of the said Shop is clear and marketable.
- 9) The Purchaser shall on or before delivery of possession of the said Shop keep deposited with the said Promoter the following amounts :-
- (i) Rs. 6,000/-for formation and registration of the Society or Limited Company.
 - (ii) Rs. 10,000/- for Legal Charges.
 - (iii) Rs. 600/- for share money, application entrance fee of the Society or Limited Company.
 - (iv) Rs.16,956/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company.
- (Taxes on above as applicable)

The Seller has informed to the Purchaser about the above said charges and The Purchaser shall not be entitled to raise questions in respect of the said amount.

- 10) The Purchaser shall also be liable to pay before taking possession, the deposit for the payment of property taxes and water charges for the period of 12 months. The maintenance charges mentioned herein above is excluding the amount of property taxes and water charges. In the event of a shortfall between the amount deposited with the Promoter by the Purchaser towards Property Tax and the demand raised by the authorities (Shortfall Amount), the Promoter shall inform the Purchaser of such shortfall and the Purchaser shall be liable to ensure that the same is paid to the Promoter within 15 days of receipt of intimation from the Promoter, failing which the Purchaser shall be liable to pay interest as levied by the concerned authorities together with late payment charges amounting to 5 per

cent of the shortfall amount or such part of the Shortfall Amount remaining unpaid. The Promoter shall not be responsible for any penalty/delay/action on account of such shortfall amount and the same shall entirely be to the account of the Purchaser. The Purchaser undertakes to pay to the Promoter on or before the Date of Offer of Possession, the LUC for the period of start of construction till the Date of Offer of Possession. The Purchaser is aware that the LUC stated herein is provisional and in case the amount is higher than this amount, the Purchaser shall pay such increased amount as specified by the Company.

- 11) The Purchaser shall pay to the Promoter a sum of Rs. 6,000/- 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 or assignment of lease. Further, any stamp duty payable on the eventual Conveyance in favour of the Organization/Society/Association of Allottees shall continue to be payable proportionately by the respective Purchaser in accordance with the Principal Agreement.
- 12) The Seller with the consent of Promoter hereby transfers/assigns all his undivided right, title, interest or claim in the said Shop and in the said Principal Agreement in favour of Purchaser. The Seller also hereby further declares that he has good right, full title and absolute authority to enter into this agreement and has not done or performed or caused to be performed any act, deed, matter to things whatsoever whereby he may be prevented from entering into this agreement and/or transferring the said Shop to the Purchaser.
- 13) The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the said Promoter provisional monthly contribution of Rs.2,205/- per month towards the outgoings. The amounts so paid by the Purchaser to the said Promoter shall not carry any interest and remain with the said Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the respective society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the said Promoter to the Society or the Limited Company, as the case may be.

14) TIME ESSENCE OF AGREEMENT

- 14.1 Time is of essence for the Promoters as well as the Purchaser. The Promoters shall abide by the time schedule for completing the project and handing over the shop to the Purchaser after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser must make the balance consideration and other payable amounts on time. If the Purchaser delays payment, the Purchaser becomes liable to pay interest @ 18% to the Seller on the delayed amount, calculated from the date on which that amount became due.
- 14.2 Without prejudice to the right of Seller to charge interest in terms of sub clause 14.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Seller and/or to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) the Seller and/or Promoters shall at their own option, may terminate this Agreement by giving notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Seller and/or Promoters within the period of notice then at the end of such notice period, Seller and/or Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Parties shall execute and register a Deed of Cancellation of this Agreement for Sale. Upon termination the Seller shall be entitled to deduct the following amounts.

- a) all accrued interest on delayed payments up to the date of cancellation;
- b) all unpaid instalments, taxes, GST, duties, statutory charges and other dues;
- c) Stamp Duty paid by the Seller on the Agreement;
- d) Brokerage paid on this transaction if any;
- e) Amount paid/reimbursed by Seller to the bank in respect of interest/EMI on home loan availed by Purchaser ;

- f) An amount equal to 3% of the total consideration payable hereunder;
- g) Cost of any specific amenity/concession/rebate/gift/offer granted to the Purchaser ;

and refund to the Purchaser the balance of the sale price which the Purchaser may have till then paid to the Seller without any interest on the amount so refundable within a period of 90 days of registration of Deed of Cancellation. If the amount received from the Purchaser is less than the amount deducted upon termination, the Seller shall be entitled to recover the difference from the Purchaser , along with applicable interest. Upon termination of this Agreement, pending refund of the amount as aforesaid, the Seller shall be at liberty to dispose off and to sell the said Shop to such person or persons at such price and on such conditions as the Seller may desire and think fit in their absolute discretion and the Purchaser shall have no objection for the same

- 14.3 Upon termination of this Agreement, the Parties shall execute and register a Deed of Cancellation to record the cancellation of this Agreement and the Purchaser shall return to the Seller and/or Promoter all the original documents, papers, writings executed between the Parties including the original Agreement. The Purchaser /s hereby appoints the Promoter as his/her/its Constituted Attorney and authorizes the Seller and/or Promoter to execute and register such Deed of Cancellation and such other documents and/or writings for and on behalf and in the name of the Purchaser /s without recourse to the Purchaser /s, in the event the Purchaser /s fail to come forward and/or are unable to execute and register the Deed of Cancellation within 30 days of the termination and/or cancellation.
- 14.4 Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
- 14.5 Without prejudice to the other rights of the Seller and/or Promoter hereunder, the Seller and/or Promoter shall in respect of any amounts remaining unpaid by the Purchaser under this Agreement, have a first charge / lien on the Shop and the Purchaser shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all

amounts payable by the Purchaser under this Agreement, to the Seller . It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Promoter.

- 15) The said Promoter shall complete the construction of the said building and will obtain Occupation Certificate from Thane Municipal Corporation for the said Building.
- 16) The said Promoter, upon obtaining the occupation certificate from the competent authority shall offer in writing the possession of the said Shop, to the Purchaser in terms of this Agreement and the said Promoter shall give possession of the said Shop to the Purchaser subject to payment of all amounts payable under the Principal Agreement and fulfilment of all contractual obligations, the Promoter shall endeavour to hand over possession on or before 30 June 2027, subject to force majeure and the provisions of the Principal Agreement.
- 17) It is agreed between the parties hereto that from the date of execution of this Agreement, the Purchaser shall be substituted in place of the Seller under the Principal Agreement and shall perform, observe and comply with all covenants, obligations, liabilities, stipulations and conditions contained therein. Further, the Promoter shall hereafter recognize only the Purchaser as the Purchaser /allottee of the said Shop.

Provide that, upon execution of this Agreement and payment of the consideration contemplated herein, the Seller shall stand discharged from all future obligations under the Principal Agreement except obligations expressly undertaken under this Assignment.

- 18) The Seller shall sign, execute all deeds, declarations, documents, writings, Shop transfer forms, Society membership applications, indemnities, other application etc., at the time and at the request of Purchaser as may be reasonably required for purpose of transferring the said Shop from the name of the Seller to the name of the Purchaser in the records of said Society, Municipal Departments & other relevant records, subject to receipt of full consideration in terms hereof from the Purchaser. Provide that the Purchaser alone shall be entitled to membership of the Society/Association and the Seller shall have no right therein

- 19) THE SELLER DOTH HEREBY COVENANT WITH THE PURCHASER that the Seller and all person or persons lawfully or equitably claiming any estate right, title or interest at law or in equity in the said Shop hereby transferred and assigned or expressed so to be or any part thereof by or under or in trust for the Seller or any one on her behalf shall and will from time to time and at all times hereafter at the request and cost of the PURCHASER do and execute or cause to be done and executed all such further and other acts, deeds, matters, things and assurances in the law whatsoever including the Instrument of Transfer by and required to be submitted to the said Society together with all application, letters and communications that may be required to be addressed to the said Society or any authority for transfer of the said Shop in favour of the PURCHASER .
- 20) The Purchaser hereby declares, agrees and confirms that the monies paid/payable by the Purchaser under this Agreement towards the said Shop is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any intravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time. The Purchaser further agrees and confirms that in case the Promoter become aware and/or in case the Promoter are notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoter shall, at their sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Purchaser shall not have any right, title or interest in the said Shop neither have any claim/demand against the Promoter, which the Purchaser hereby unequivocally agrees and confirms. In the event of such cancellation/termination, the monies paid by the Purchaser shall be refunded by the Promoter to the Purchaser in accordance with the terms of this Agreement for Sale only after the Purchaser furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Purchaser.
- 21) The Seller hereby agrees to indemnify, defend and keep indemnified and harmless the Promoter from and against any and all claims, objections, defaults, losses, damages, costs, expenses, charges, demands, actions, proceedings and liabilities of whatsoever nature arising out of or in connection with any default, misrepresentation or breach of any of the terms and conditions of the Agreement for Sale and/or this Agreement by the Seller up to the execution of these

presents. Similarly, he Purchaser hereby agrees to indemnify, defend and keep indemnified and harmless the Seller and the Promoter from and against any and all claims, objections, defaults, losses, damages, costs, expenses, charges, demands, actions, proceedings and liabilities of whatsoever nature arising out of or in connection with any default, misrepresentation or breach of any of the terms and conditions of this Agreement by the Purchaser after the execution of these presents.

22) APPOINTMENT OF FACILITY MANAGEMENT COMPANY:

- i) Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any person ("project management agency") to manage the operation and maintenance of the building(s), and the infrastructure on the said property, common amenities and facilities on the said property for a period of at least three years after the said property is developed (as determined by the Promoter). The Promoter shall have the authority and discretion to negotiate with such project management agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the project management agency shall be borne and paid by the occupants of the buildings that may be developed in the said property including the Purchaser on a pro rata basis as part of the development and common infrastructure charges referred to herein.
- ii) In such event, the Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the project management agency, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said property and common areas and facilities within the said property and buildings constructed thereon.
- iii) The Purchaser further agrees and undertakes to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoter/ Facility Management Company, for the purpose of framing rules for management of the Building and use of the Premises by the Purchaser for ensuring safety and safeguarding the interest of the Promoter/Facility Management Company and other Purchaser of premises in

the Building and the Purchaser also agrees and confirms not to raise any disputes/claims against the Promoter/Facility Management Company and other Purchaser of premises in this regard.

23) It is expressly agrees and undertaken by the Purchaser that in case he desires to obtain/borrow housing loan from any financial institution/Bank/Organization/Employer by offering as security of the said Shop allotted to him under these presents, the payment of such loan shall be made directly in the name of the Promoter. The repayment of such loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser availing such loan. However, on non-payment of such loan by the Purchaser, the recourse available to the financial institution would be only to such flat/premises allotted to the Purchaser and not to the land and buildings belonging to the Promoter/the Society, as the case may be. On financial institution agreeing to the above, the Promoter shall be deemed to have granted its NOC to such Purchaser to raise housing loan only on the aforesaid conditions and not otherwise.

24) It is clearly understood and agreed by the Parties that –

i) The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Property and any common rights of ways with the authority to grant such rights to the Purchaser and/or users of Shop(s)/Shop(s)/premises/unit in the Building(s) being constructed on the Project Property (present and future) at all times and the right of access to the Project Property for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Property and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project Property and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Property appurtenant to each and every Building(s) to be constructed on the Project Property (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Purchaser/other occupants of Shop(s)/premises in Building(s) constructed on

the Project Property till such time the Project Property is handed over to the association/society/condominium/limited company/Apex Body.

ii) In the interest of the Purchaser/s as per statutory requirement Centralized/individual Sewage Treatment Plant (STP) shall be operated and managed by the Promoter and/or an agency appointed by the Promoter /Proposed Society of the Allottee/s /Federation/Apex body of the Societies. The said STP will supply treated water to the building/s, on the Scheduled times, depending upon the availability of the said water. The usage of such treated water will be measured by water meter and the said agency/Promoter shall charge and claim the cost from individual Purchaser/s, the organization of the Purchaser/s per month as per the consumption and accordingly the Purchaser/s / Organisation / Society of Purchaser/s will mandatorily abide to pay those charges when claimed, also that Purchaser/s and as and when co-operative housing Society shall be formed for a building or the Apex Body / Federation of all the Societies of the buildings to be constructed on the said property, the Purchaser/s / Society /Organisation of Purchaser/s / Apex Body needs to share proportionate operation and maintenance cost of the said STP irrespective of the case whether the treated water is used or not by the Purchaser/s and/or the Society / Organisation of the Purchaser/s and the Purchaser/s and/or the Society / Organisation of the Purchaser/s shall abide by the same and pay the said charges as and when demanded by the Promoter / Agency

iii) Necessary provisions for the above shall be made in the transfer documents to be deeds of transfer/assignment/declaration/deeds of Shop to be executed in respect of the sale/transfer of Shop(s)/premises in the Building(s) to be constructed on the Project Property. The Purchaser hereby expressly consents to the same.

25) BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules alongwith the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the

Promoter. If the Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser 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 for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

26) ENTIRE AGREEMENT

This Agreement, alongwith 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 Shop.

27) RIGHT TO AMEND

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

28) PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/SUBSEQUENTPURCHASER

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 of the said Shop, in case of a transfer, as the said obligations go along with the said Shop for all intents and purposes.

Notwithstanding anything contained herein, the Purchaser agree, confirm and declare that all the obligations and duties of the seller pursuant to the said Principal Agreement shall be binding on the Purchaser on addition to the obligation and duties as per this Agreement. Further, except to recognize the Purchaser as the Purchaser in place of the Seller , the Promoter does not

undertake any fresh obligations and all rights and obligations under the Principal Agreement shall continue to remain operative.

- 29) If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as it may be reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement. If any such prohibition or unenforceability substantially affects or alters the residential terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability.

**30) METHOD OF CALCULATION OF PROPORTIONATE SHARE
WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the said Shop to the total carpet area of all the said Shops in the Project/said property.

31) 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.

32) PLACE OF EXECUTION

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

- 33) The Purchaser and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
- 34) That all notices to be served on the Purchaser and the Seller as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Seller by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

MRS. POOJADEVI JAYGOVIND GUPTA,

D/Poppy/204, Sai Baba Vihar Complex,

Near Mucchala College, Kasarvadavali,

Thane (W) 400615.

Notified Email ID: jay.pooja1231995@gmail.com

M/S. NESTOR BUILDERS & DEVELOPERS PRIVATE LIMITED

4th Floor, 402, Nestor Court, Vinayak CHS.

Compound, Baji Prabhu Deshpande Marg,

Vile Parle, Mumbai – 400054.

Notified Email ID: kushal@sankirt.com

- 35) It shall be the duty of the Purchaser and the Seller 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 Seller or the Purchaser, as the case may be.

36) The terms and conditions of this Agreement shall be binding on all transferees / Purchaser, from time to time, of the Premises and shall be enforceable against all such transferees /Purchaser.

37) The Promoter shall have the right to designate any space in the Plot / said property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the buildings that may be developed on the Plot / said property. The Promoter shall also be entitled to designate any space in the Plot / said property to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the Plot/said property and the buildings constructed thereon.

38) **JOINT PURCHASER**

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

39) **Stamp Duty and Registration:-** The charges towards stamp duty and Registration of this Agreement shall be borne by the Seller. However, any stamp duty payable at the time of Conveyance of the property to the Society shall be borne and paid by Purchaser proportionately. The stamp duty and registration charges payable on this Agreement shall be borne by the Seller. The Purchaser shall bear and pay his proportionate share of stamp duty, registration charges and other charges payable at the time of execution of the conveyance or other transfer documents in accordance with the Principal Agreement.

40) **Rebate of Stamp Duty:** The parties acknowledge that the Seller has already paid stamp duty on the Principal Agreement. The parties shall be entitled to claim rebate, adjustment or credit of such stamp duty in accordance with the provisions of the Maharashtra Stamp Act. The Promoter shall not be responsible for grant or availability of such rebate.

41) **Dispute Resolution:-** Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the

RERA as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

42) **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 Mumbai High courts will have the jurisdiction for this Agreement.

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

SCHEDULE HEREINABOVE REFERRED TO :

ALL THAT PREMISES being Shop No.7 on the Ground Floor situated in Building 'RAUNAK 108' having Carpet Area admeasuring 14.59 Sq. Mtrs. equivalent to 157.00 Sq. ft as per RERA situated at all that piece and parcel of land bearing Old Survey No. 108 New Survey No. 73 Hissa No. 2,3,4,5,7,8 of Village Owale, Taluka and District Thane, Registration and Sub-Registration District of Thane, within the local limits of the Municipal corporation of the city of Thane

SIGNED AND DELIVERED BY)
THE WITHINNAMED 'SELLER')
M/S. NESTOR BUILDERS & DEVELOPERS)
PRIVATE LIMITED)
through its Authorised Partner)
Mr. _____)
in the presence of.....)
WITNESSES:)

1.

2.

SIGNED AND DELIVERED BY)
THE WITHINNAMED 'PURCHASER')
MRS. POOJADEVI JAYGOVIND GUPTA)
in the presence of.....)
WITNESSES:)

1.

2.

SIGNED AND DELIVERED BY)

THE WITHINNAMED 'PROMOTER ')

M/S UNNATHI ASSOCIATES)

Through its Partner)

Mr.

WITNESSES:)

1. 

2.