



M/s. Peerless Constructions Pvt. Ltd.

..... The Promoter

Mr. _____

..... The Allottee



AGREEMENT

AGREEMENT

This *Agreement* is made and entered into at Mumbai, on this ____ day of _____, 2020;

Between;

M/s. Peerless Constructions Pvt. Ltd., a Private Limited Company incorporated under the provisions of Indian Companies Act, 1956, represented by its authorized **Director Shri Pranay S. Goyal**, an adult, age about 30 years, having PAN as AAACP3005F, Indian Inhabitant, having its Office at 2, Akshat, Ram Mandir Road, Babhai, Borivali (West), Mumbai – 400091, hereinafter referred to as “**the Promoter**” (which expression unless it be repugnant to the context or meaning thereof shall deem to mean and include him, his heirs, executors, administrators and permitted assigns) of the **ONE PART**;

And;

Shri/Smt. _____, an adult, age about ____ years, having PAN as _____, Indian Inhabitant, having address at _____, hereinafter referred to as “**The Allottee**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs (in case of person/s), its partners from time to time and survivor of them (in case of partnership firm), its directors from time to time and survivor of them (in case of Pvt. Ltd. or Ltd. Company), executors, administrators, successors and assigns) of the **OTHER PART**.

WHEREAS:

- (a) Maharashtra Housing and Area Development Authority (MHADA), a statutory corporation constituted under the Maharashtra Housing Area Development Act, 1976, hereinafter for the sake of brevity referred to as “the Authority” is possessed of or otherwise well and sufficiently entitled to all that piece and parcels of land Plot of land admeasuring about 680 Sq. Mtrs. as per Conveyance and about 744.41 Sq. Mtrs. as per demarcation by MHADA and physical survey, bearing Survey No. 229 & 267 corresponding C.T.S. No. 12 in Village Kurla-3, Taluka Kurla, District Mumbai Suburban and located at Building No. 113, Nehru Nagar, Kurla (East), Mumbai – 400024, which is appended with sale Deed, total area 744.41 Sq. Mtrs. or thereabout in Village Kurla-3, Taluka Kurla, District Mumbai Sub-Urban, being part of the authority’s land at Building No. 113, Nehru Nagar, in the registration sub-district of Mumbai Sub-Urban District which is more particularly described in the **First Schedule** hereunder written (hereinafter referred to as “**the First Property**”).
- (b) The Authority has granted on lease by a registered Lease Deed dated 26.07.1989 the area of plot i.e. the said land, appurtenant and hereditaments underneath the said Building for a period of ninety nine years, to **Ambarish Co-operative Housing Society Limited** (hereinafter referred to as the “**said Society**”) subject to the terms and conditions and covenants stated and contained in the said Lease Deed. The Authority has

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conveyed by way of sale by registered **Deed of Sale dated 26.07.1989**, the said building standing on the area of the part of the said plot of land i.e. City Survey No. 12 part for the land underneath and appurtenant to the said Ambarish Co-operative Housing Society Limited subject to the terms and conditions and covenants mentioned, stated and contained in the said Sale Deed. The lease Deed and subsequent Sale Deed, is with the benefit and right to construct any new building/s if so permitted by the concerned local authority.

- (c) The Society is the owner of the said land and is the owner of the said Building viz. ‘Ambarish comprising of ground and Four upper floors and consisting of 20 members/ tenements who are holder of having 20 residential Apartments on ownership basis.

- (d) By a Development Agreement dated 26.05.2016 which is registered in the Office of Sub-Registrar of assurance under Serial Number KRL5-5207-2016 on 26.05.2017 with Irrevocable Power of Attorney dated 26/05/2016 which is registered in the Office of Sub-Registrar of assurance under Serial Number KRL5-5208-2016 both executed between **Ambarish** Co-operative Housing Society Limited (hereinafter referred to as "**the Original Owner**") of the One Part and the Promoter of the Other Part (hereinafter referred to as "**the Development Agreement**" and "**The Power of Attorney**" respectively), the Original Owner granted to the Promoter development rights to the piece or parcel of freehold land lying and being at Plot of land admeasuring about 680 Sq. Mtrs. as per Conveyance and about 744.41 Sq. Mtrs. as per demarcation by MHADA and physical survey, bearing Survey No. 229 & 267 corresponding C.T.S. No. 12 in Village Kurla-3, Taluka Kurla, District Mumbai Suburban and located at Building No. 113, Nehru Nagar, Kurla (East), Mumbai – 400024, more particularly described in the First Schedule therein as well as in the **First Schedule** hereunder written (hereinafter referred to as "**the First property**") and to construct thereon building/s by utilizing the plot potential F.S.I. and loading of Transferable Development Rights (T.D.R.) on the said Property as per prevailing rules and regulations of the Municipal Corporation of Greater Mumbai and in accordance with the terms and conditions contained in the Development Agreement and Power of Attorney;

- (e) The Owners/ Society’s First Property is having one adjoining Plot of Land i.e. land admeasuring about 601.25 Sq. Mtrs., bearing plot no. 98 (R-3) **Survey No. 229 & 267 corresponding C.T.S. No. 12(pt) in Village Kurla-3, Taluka Kurla, District Mumbai Suburban**, located at Nehru Nagar, Kurla (East), Mumbai – 400024 which is vacant and free from any reservation and/or claims and objections. The said adjoining land shall be more particularly described in the First Schedule of Property hereunder written and hereinafter referred to as the "**the said Second Property**" for brevity sake.

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- (f) The said First Property i.e. Plot of land admeasuring about 680 Sq. Mtrs. as per Conveyance and about 744.41 Sq. Mtrs. as per demarcation by MHADA and physical survey, bearing Survey No. 229 & 267 corresponding C.T.S. No. 12 in Village Kurla-3, Taluka Kurla, District Mumbai Suburban and **the said Second Property** i.e. land admeasuring about admeasuring about 601.25 Sq. Mtrs., bearing plot no. 98 (R-3), Survey No. 229 & 267 corresponding C.T.S. No. 12(pt.) in Village Kurla-3, Taluka Kurla, District Mumbai Suburban and located at Nehru Nagar, Kurla (East), Mumbai – 400024 shall be collectively more particularly described in the First **Schedule of Property** hereunder written and hereinafter referred to as the **“the said land”** for brevity sake.
- (g) After the registration of the Development Agreement, the Developer has acquired the Second Property in the name of the Society under the terms and condition set out in the MHADA offer letter dated **20/03/2017, U/no. CO/MB/REF/NOC/F-505/361/2017** and as per their agreed terms in the said Development Agreement developer has approached the Society with his revision of offer and the Society has accepted the same with certain terms and conditions which is accepted by both the parties hereto. The said Development Agreement is amended as per Clause 19 of the said Development Agreement which stipulates the provisions of amendment in offer in case of amalgamation with the said Second Property.
- (h) Under Supplemental Development Agreement executed on 19th June, 2017, registered in the office of Sub-Registrar of Assurance under Serial No. **KRL1-5916-2017** on 19th June, 2017 (hereinafter referred to as **“the Supplemental Development Agreement”**), and Irrevocable General Power of Attorney executed on 19.06.2017, registered in the office of Sub-Registrar of Assurance under Serial No. **KRL1-5917-2017** on 19.06.2017 (hereinafter referred to as **“the Power of Attorney”**) the said Development Agreement dated 26.05.2016 has been amended as per Clause 19 of the said Development Agreement which stipulates the provisions of amendment in offer in case of amalgamation with the said Second Property and made the supplemental to and part of the Principal Development Agreement dated 26.05.2016 made and entered into between them. The society has granted development rights to develop both the properties under the terms and condition mentioned in the said Development Agreement and the Supplemental Development Agreement dated 19th June, 2017 made and entered into between them.
- (i) Pursuant to said Development Agreement, The Developer had obtained the Intimation of Disapproval (“IOD”) dated 15/02/2018 bearing the no. CHE/ES/2472/L/337(NEW) for the Redevelopment Project of the said Building has been issued by MCGM.
- (j) Subsequently Developer had obtained the Plinth Commencement Certificate Phase –I (“CC”) dated 02.08.2018 bearing the no. EE/BP/CELL/GM/MHADA-22/026/2018 under IOD no.

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CHE/ES/2472/L/337(NEW) for the Redevelopment Project of the said Building has been issued by MHADA.

- (k) As per the said Development Agreement and Supplemental Development Agreement the Developer are entitled and enjoined upon to construct buildings on the said land in accordance with the said order. The Developer being in possession of the said land buildings thereon have demolished the old buildings and structures and has constructed instead new multistoried buildings thereon. The Developer has proposed to construct on the said Property new multistoried buildings as per approved plans from MHADA.
- (l) The development rights and selling right given under Development Agreement executed on 26.05.2016 was given to M/s. Peerless Constructions Pvt. Ltd., represented by its authorized Director Shri Pranay S. Goyal.
- (m) The Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;
- (n) The Original Owner is in possession of the project land.
- (o) The Promoter has proposed to construct on the project land 1 Multistory Building having Stilt and 15 upper floors and as per amendments of plans from time to time as approved by MHADA
- (p) The Allottee is offered an Apartment bearing number [REDACTED] on the [REDACTED] Floor, (herein after referred to as the said **“Apartment”**) in the Building called **‘Ambarish’** (herein after referred to as the said **“Building”**) being constructed in the said project, by the Promoter.
- (q) The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- (r) The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- (s) By virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;
- (t) On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects

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M/s. S. B. Associates Architect's and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

- (u) The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.
- (v) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure 'C-1'**.
- (w) The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure 'C-2'**,
- (x) The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure 'D'**.
- (y) The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building
- (z) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- (aa) The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- (bb) The Allottee has applied to the Promoter for allotment of an Apartment No. on Floor situated in the building 'Ambarish' being constructed in the said Project.
- (cc) The carpet area of the said Apartment is sq. ft. (as per RERA) and "**carpet area**" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive

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use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

- (dd) The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- (ee) Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. _____/- (Rupees _____) only under Allotment letter dated _____, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- (ff) The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai No. _____; authenticated copy is attached in **Annexure ‘F’**;
- (gg) Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking (if applicable).

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

RECITALS AND HEADING:

1. The parties repeat, reiterate and confirm the contents of the recitals and recitals contained above shall be deemed to be a part of the operative part of this agreement as if the same are incorporated herein verbatim.
2. Heading given are for reference purpose only and no interpretation should be done based upon the heading.

PROJECT:

3. The Promoter shall construct the said building/s consisting of stilt and 15 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in

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writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

4. PURCHASE/SALE OF APARTMENT:

- (a) Confirmation by the Allottee.
- (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Apartment No. _____** of the type residence of Carpet Area admeasuring _____ sq. meters (as per RERA) on _____ Floor in the building ‘**Ambarish Co-op Hsg. Soc. Ltd.**’ (hereinafter referred to as "**the Apartment**") as shown in the Floor plan thereof hereto annexed and marked Annexures D for the consideration of **Rs. _____/- (Rupees _____) only.**
- (ii) The Promoter have agreed to reserve for the Allottee(s), _____ **car parking space/s No. ____ in the _____ as per plan annexed herewith** (hereinafter referred to as the “**Car Parking Space**”), free of cost and without any consideration. The Car Parking Space is made available free of charge to the Allottees(s) and the Total Consideration agreed to be paid under this Agreement is only for the Carpet Area of the said Apartment/Flat. The Allottees(s) hereby agree/s and confirm/s that the Promoter shall provide the Car Parking Spaces, as required under Relevant Laws, in the common areas of the said Project / Layout Project. The location of the Car Parking Spaces shall be finalised by the Promoter at the time of handing over possession of the said Apartment / Flat.
- (b) The Allottee has paid on or before execution of this agreement a sum of **Rs. _____/- (Rupees _____)** vide Allotment letter dated _____ only as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs. _____/- (Rupees _____)** only in the following manner: -

Sr. No.	Particular	Amount (Rs.)
1	on or after the execution of Agreement.	Rs. _____/-
2	on completion of Plinth.	Rs. _____/-
3	on completion of _____ Slab.	Rs. _____/-
4	on completion of _____ Slab.	Rs. _____/-
5	on completion of _____ Slab.	Rs. _____/-
6	on completion of _____ Slab.	Rs. _____/-
7	on completion of _____ Slab.	Rs. _____/-
8	on completion of _____ Slab.	Rs. _____/-
9	on completion of _____ Slab.	Rs. _____/-
10	on completion of _____ Slab.	Rs. _____/-
11	on completion of the walls, internal	Rs. _____/-

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	plaster, floorings doors and windows of the said Apartment	
12	on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment	Rs. _____/-
13	on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building in which the said Apartment is located	Rs. _____/-
14	on completion of the on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Apartment is located	Rs. _____/-
15	at the time of handing over of the possession of the Apartment to the Allottee on receipt of occupancy certificate or completion certificate	Rs. _____/-

- (c) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Stamp Duty, Registration Charges, Goods and Service Tax @ 18 % on sale consideration, Local Body Tax (LBT), and cess or any other similar taxes, levy, cess, rates or payment that may be hereafter charged, levied, or sought to be charged, levied or recovered in respect of the said Property which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment. TDS @ 1% to be deducted and paid by Allottees to income tax authority on every milestone in a stipulated period of time and Challan to be forwarded to the Promoter.
- (d) If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee(s) is/are not honored for any reason whatsoever, then the same shall be treated as default under clause 10 below and the Promoter may at its option be entitled to exercise the recourse available thereunder. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs. 5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs. 10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be

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accepted and payments shall be accepted through bank demand draft(s) only.

- (e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee 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, which shall only be applicable on subsequent payments.
- (f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price 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 within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same Consideration rate per square feet as agreed in Clause 4(a) of this Agreement.
- (g) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

PROJECT TIME AND FSI:

- 5. 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 Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 6. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her

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and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 4 (b) herein above. (**"Payment Plan"**).

7. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ **Sq. Mtrs.** square meters only and Promoter has planned to utilize Floor Space Index of 4.00 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation 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 _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
8. The Allottee hereby agreed and confirm that if any time hereafter, till the grant of Occupation Certificate, the said Property become entitled to avail of additional F.S.I. (i.e. over and above the presently permissible maximum FSI including of existing permissible FSI of plot potential + T.D.R. + Fungible) the Promoter shall be entitled to utilize the same for the purpose of redevelopment and the Allottee shall not claim any further benefit from the Promoter for utilizing the said F.S.I./T.D.R., except the Carpet area purchased under this Agreement for Sale. It is further agreed by the Allottee that the Promoter is not required to take any NOC from the Allottee to utilize the said additional F.S.I. for redevelopment.
9. If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat to the Allottees, the Promoter agrees to pay to the Allottees, who does not intend to withdraw from the project, interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under RERA (**"Interest"**) on all the amounts paid by the Allottees, for every month of delay, till the handing over of the possession. The Allottees agrees to pay to the Promoter, interest as the same rate specified in the Rule, on all the delayed payment which become due and payable by the Allottees to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottees to the Promoter. The Promoter shall first adjust any overdue payments so received against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
10. Without prejudice to the right of promoter to charge interest in terms of clause 9 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this

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Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his 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 Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall forfeit the ___% amount received from the Allottees towards sale of said flat/Apartment along with interest on default in payment of installments (if any), applicable taxes and any other charges/amount and shall return the balance amount within a period of **Sixty** days of the termination.

11. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure 'E'**, annexed hereto.
12. The Promoter shall give possession of the Apartment to the Allottee on or before . If the Promoter fails or neglects to give possession of the Apartment to the Allottee 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 the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4 (e) herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

- (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.
- (iii) notifications, acts or orders passed by the Government and other authorities, courts, tribunals, quasi-judicial authorities etc. which suspend/stop the development of the Project and/or threaten to do so and also stop, thwart, prevent, interrupt or breach the supply and/or provision of any material and/or power and/or hamper the approvals, which is instrumental to the continuance of this Agreement;

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- (iv) any change in applicable laws adversely affecting and/or delaying the development of the Project including acts or orders passed by the Government and other authorities, courts, tribunals, quasi-judicial authorities etc.;
- (v) acts of God e.g. pandemic, fire, drought, flood, typhoon, tornado, landslide, avalanche, tempest, storm, earthquake, epidemics or exceptionally adverse weather conditions and other natural disasters;
- (vi) explosions, air crashes, nuclear radiation, sabotage;
- (vii) delay in receipt of approvals / sanctions / permissions etc. in respect of the New Building from the concerned authorities;
- (viii) non-availability of adequate quantity of construction material or labour;

POSSESSION:

13. The Promoter shall give possession of the Apartment to the Allottee as under.

- (a) **Procedure for taking possession:** The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
- (b) The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:
- (c) **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 13(a), the Allottee shall take possession of the 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 Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 13 (a) such Allottee shall continue to be liable to pay maintenance charges as applicable.
- (d) If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are 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

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such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided the defect is arise from the construction done by the Promoter and not as result of any error or omission and changes done by the Allottee in their respective premises or common premises of the Society.

- (e) The Allottee shall not be permitted in any case to make structural changes in the apartment or common premises of the society.

14. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for **purpose of residence only**. He shall use the parking space only for purpose of keeping or parking vehicle.

SOCIETY / ASSOCIATION:

15. The Allottee along with other Allottee(s) of Apartments in the building shall join in and admitted in existing Society by paying the Entrance Fees and other charges as per law in force.

16. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the project land 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 said Society.

OTHER CONTRIBUTIONS:

17. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

- (i) Rs. _____/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. _____/- for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. _____/- for proportionate share of taxes and other charges/ levies in respect of the Society or Limited Company/ Federation/ Apex body.
- (iv) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/ Federation/ Apex body.
- (v) Rs. _____/- for deposits of electrical receiving and Sub Station provided in Layout &
- (vi) Rs. _____/- as one time membership fee and fees towards Water, Electric, and other utility and services connection charges & deposits of electrical receiving and Sub Station Provided in Layout.

18. The Allottee shall pay to the Promoter a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs

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of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

19. At the time of registration of conveyance or Lease of the structure of the building of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body.

REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

20. The Promoter hereby represents and warrants to the Allottee as follows:
- (a) The Promoter has clear and marketable title with respect to the project and as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
 - (b) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
 - (c) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
 - (d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed hereinabove;
 - (e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
 - (f) 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 created herein, may prejudicially be affected;

The Promoter	The Allottee(s)
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- (g) The Promoter has not entered into any agreement for sale and/or Development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (i) At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- (j) 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 project to the competent Authorities;
- (k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

21. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

- (a) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- (b) Not to store in the Apartment any goods which are of hazardous, Combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and

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in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- (c) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (d) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- (g) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- (h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

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- (i) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- (j) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said 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 shall also observe and perform all the stipulations and conditions laid down by the Society/ Limited Company/ Apex Body/ Federation regarding the occupancy and use of the Apartment 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.
- (k) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/ Limited Society, the Allottee 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 said buildings or any part thereof to view and examine the state and condition thereof.
- (l) Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee 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 project land or any part thereof to view and examine the state and condition thereof.

22. The Promoter shall maintain a separate RERA or Escrow account in respect of sale consideration received by the Promoter from the Allottee as advance/deposit or Installment or sums received on account of the share capital for the Construction and completion of new building, promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited

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Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

24. After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

BINDING EFFECT

25. Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee 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 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 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 for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

ENTIRE AGREEMENT

26. 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/plot/building, as the case may be.

RIGHT TO AMEND

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

PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

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SEVERABILITY

29. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the 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.

METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

30. Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

FURTHER ASSURANCES

31. 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.

PLACE OF EXECUTION

32. 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, in Office of Sub-Registrar of Assurance after the Agreement is duly executed by the Allottee 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 at Mumbai.

33. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration 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 Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D **and** notified Email ID/Under Certificate of Posting at their respective addresses specified below:

The Promoter	The Allottee(s)
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Name of Allottee: _____
(Allottee’s Address): _____.
Notified Email ID:

M/s Promoter Name: M/s. Peerless Constructions Pvt. Ltd, represented by its authorized Director Shri Pranay S. Goyal
(Promoter Address): 2, Akshat, Ram Mandir Road, Babhai, Borivali (West), Mumbai – 400091.
Notified Email ID:

It shall be the duty of the Allottee 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, as the case may be.

35. 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 consider as properly served on all the Allottees.

STAMP DUTY AND REGISTRATION

36. The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee alone.

DISPUTE RESOLUTION

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

DISCLAIMER

38. This Agreement is drafted as per model form of Agreement which is narrated under RERA with certain modification having regard to the facts and circumstances of the said Project Land and Project. In the event, matter and substance mentioned in clauses of this Agreement found to be contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void ab-initio.

GOVERNING LAW

39. 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 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 *Mumbai* in the presence of attesting witness, signing as such on the day first above written.

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First Schedule Above Referred to

All that the **Ambarish Co-operative Housing Society Ltd.**, having One building Structure of Ground + 4 upper floors on land admeasuring about admeasuring about 680 Sq. Mtrs. as per Conveyance and about 744.41 Sq. Mtrs. as per demarcation by MHADA and physical survey, bearing **Survey No. 229 & 267 corresponding C.T.S. No. 12 in Village Kurla-3, Taluka Kurla, District Mumbai Suburban** and located at Building No. 113, Nehru Nagar, Kurla (East), Mumbai – 400024 together with open bout admeasuring about 601.25 Sq. Mtrs., bearing **plot no. 98 (R-3), Survey No. 229 & 267 corresponding C.T.S. No. 12(pt.) in Village Kurla-3, Taluka Kurla, District Mumbai Suburban** and located at Nehru Nagar, Kurla (East), Mumbai – 400024 **i.e. collectively admeasuring 1345.66 Sq. Mtrs. (744.41 + 601.25 sq .mtr.), bearing Survey No. 229& 267 corresponding C.T.S. No. 12 in Village Kurla-3, Taluka Kurla, District Mumbai Suburban:**

- On or towards NORTH : 12.20” mtr. wide road
- On or towards SOUTH : Existing Nalla
- On or towards the EAST : Building No.114 and 15.5” mtr. wide road
- On or towards the WEST : Building No. 112;

Second Schedule Above Referred to

Description of the apartment and the parking along with boundaries in all four directions

Apartment No. [redacted] of the type **residence** of Carpet Area admeasuring [redacted] sq. ft. (as per RERA) and carpet area on [redacted] Floor in the building **‘Ambarish Co-op Hsg. Soc. Ltd.’**, constructed on the property described in the First Schedule hereinbefore written.

SCHEDULE ‘A’

Details of Common area & Facilities:

- 1. Entrance lobby
- 2. Fitness Center
- 3. Society Office
- 4. Servant's Toilet
- 5. Lift
- 6. Staircase
- 7. Lobby

List of Annexures:

The Promoter	The Allottee(s)

ANNEXURE – A	Title Report of Advocate
ANNEXURE –B	Authenticated copies of Property Card
ANNEXURE –C-1	Authenticated copies of the plans of the Layout as approved by the concerned Local Authority
ANNEXURE - C-2	Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project
ANNEXURE –D	Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority
ANNEXURE – E	Specification and amenities for the Apartment
ANNEXURE – F	Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority

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	Signature & Left Thumb Print	Photograph
SIGNED AND DELIVERED BY THE WITHIN NAMED the Promoter M/s. Peerless Constructions Pvt. Ltd. Represented by its Authorized Director Mr. Pranay Goyal		
In the Presence of..... 1) Name: Signature: 2) Name: Signature:		

	Signature & Left Thumb Print	Photograph
SIGNED AND DELIVERED BY THE WITHIN NAMED the Allottee		
In the Presence of..... 1) Name: Signature: 2) Name: Signature:		

RECEIPT

RECEIVED on or before the execution of these presents of and from the within named Purchaser _____ a sum of **Rs. _____/- (Rupees _____ Only)** as per agreement of Apartment No. _____ on _____ Floor in building **Ambarish**.

Sr. No.	Payment Ref. No.	Dated	Drawn On	Amount (Rs.)
1				
2				
3				
4				
5				
6				
7				
T O T A L (Rupees _____ Only)				Rs. _____/-

I SAY RECEIVED,
Rs. _____/-

For M/s. Peerless Constructions Pvt. Ltd.

Mr. Pranay Goyal, Director

Witnesses:

- 1.
- 2.

Place: Mumbai
Date:

: 25 :

=====

At Mumbai

Dated: ____ day of _____, 2020

=====

BETWEEN

M/s. Peerless constructions Pvt. Ltd.

..... The Promoter

AND

Mr. _____

.... The Allottee

=====

Agreement

=====

=====

Advocate

AJIT O. UPADHYAY

B-4, 213, Rajashree Shoping Center CHSL,
Opp. Railway Station,
Mira Road (East), THANE – 401107.
Mobile: 7977373989
E-mail: uppadhyayajeet@gmail.com

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Ref : 236 Goyal_ Ambrish CHSL_ RERA Master PV 29-06-18
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