

AGREEMENT FOR SALE

This Agreement for Sale is made and executed at Navi Mumbai on this ____ day of _____, 202____

BETWEEN

M/S METRO SATYAM DEVELOPERS, (PAN:_____) a partnership firm incorporated under Indian Partnership Act, 1932 having its registered office at 1204 to 1206, 12th Floor, Maithili's Signet, Land no. 39/4, Sector 30A, Vashi, Navi Mumbai – 400703 through its partners (i) Shri _____ and (ii) Shri _____ (the "**PROMOTER**") (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its partners for the time being and their survivor or survivors, heirs, executors, administrators and assigns of such last survivor) the party of **FIRST PART;**

AND

1) _____, individual aged about _____ years (PAN No. _____), (AADHAR No. _____) 2) MR. _____, individual aged about _____ years (PAN No. _____), (AADHAR No. _____) residing at, _____

_____ ("**ALLOTTEES**") (which expression shall unless repugnant to the context or meaning thereof shall deem to mean and include his/her/their respective legal heirs/executors, administrators, permitted successors, assigns and nominees) of the Party of the **OTHER PART.**

The "Promoter" and "Allottee" are collectively hereinafter referred to as "**Parties**"

WHEREAS:

- A. Vide 'Deed of Conveyance' dated 29th day of July 2019 (i) Shri Dinesh Sunderlal Makad, (ii) Smt Preeti Dinesh Makad, (iii) Nirmal Sunderlal Makad, (iv) Shri Yashpal Sunderlal Makad & (v) Smt Seema Yashpal Makad (the "**Owners**") have assigned and transferred in favour of Promoter all their rights, title, interest and possession

in respect of land bearing Survey no. 15 Hissa no. 5 admeasuring 330 sq. meters and thereabout (the "**Land 1**") and Survey no. 15 Hissa no. 8 admeasuring 1060 sq. meters and thereabout (the "**Land 2**") both lands situated at village Rohinjan, Taluka Panvel, District Raigad. The said Land 1 and Land 2 are particularly described in **FIRST SCHEDULE-PART A and FIRST SCHEDULE-PART B** hereunder respectively. The said Conveyance Deed is registered with sub Registrar of Panvel under registered serial no. PVL4/7424/2019 on 30th July, 2019.

- B.** Vide 'Deed of Conveyance' dated 17th day of September 2019 the Owners have assigned and transferred in favour of Promoter all their rights, title, interest and possession in respect of part land admeasuring 1231 sq. meters and thereabout (the "**Land 3**") out of 1800 sq. meters and thereabout being part of Survey no. 14, Hissa no. 5 village Rohinjan, Taluka Panvel, District Raigad. Accordingly, Talathi of village Rohinjan has made mutation entry no. 3079 on 10th February, 2020 and said Land 3 is numbered as Survey no.14 Hissa no.5/B. The said Land 3 is particularly described in **FIRST SCHEDULE-PART C** hereunder. The said Conveyance Deed is registered with sub Registrar of Panvel under registered serial no. PVL4/8802/2019 on 17th September, 2019.
- C.** Vide 'Deed of Conveyance' dated 25th day of September 2019 the Owners have assigned and transferred in favour of Promoter all their rights, title, interest and possession in respect of part land admeasuring 228 sq. meters and thereabout out of 1570 sq. meters and thereabout being part of Survey no. 13, Hissa no. 1 (the "**Land 4**") village Rohinjan, Taluka Panvel, District Raigad. The said Land 4 is particularly described in **FIRST SCHEDULE-PART D** hereunder. The said Conveyance Deed is registered with sub Registrar of Panvel under registered serial no. PVL4/9146/2019 on 25th September, 2019.
- D.** Vide 'Deed of Conveyance' dated 25th day of September 2019 the Owners have assigned and transferred in favour of Promoter all their rights, title, interest and possession in respect of land bearing Survey no. 14 Hissa no. 6 admeasuring 500 sq. meters (the "**Land 5**") village Rohinjan, Taluka Panvel, District Raigad. The said

Land 5 is particularly described in **FIRST SCHEDULE-PART E** hereunder. The said Conveyance Deed is registered with sub Registrar of Panvel under registered serial no. PVL4/9148/2019 on 25th September, 2019.

- E. Vide 'Deed of Conveyance' dated 06th day of March 2020 the Owners have assigned and transferred all their rights, title, interest and possession in respect of Survey no. 15 Hissa no. 6 admeasuring 4600 sq. meters and thereabout (the "**Land 6**") situated at village Rohinjan, Taluka Panvel, District Raigad. The said Land 6 is particularly described in **FIRST SCHEDULE-PART F** hereunder. The said Conveyance Deed is registered with sub Registrar of Panvel under registered serial no. PVL4/2539/2020 on 6th March, 2020.
- F. The Land 1, Land 2, Land 3, Land 4, Land 5 and Land 6 together admeasuring 7949 sq. meters shall be collectively referred as the said "**Land**". The said Land is particularly described in **FIRST SCHEDULE-PART G** hereunder. A copy of the layout plan of said Land is annexed hereto as **Annexure A**. The Promoter has discharged complete consideration against the assignment of the said Land.
- G. Vide letter dated 09th October, 2020 bearing reference no. 2020/PMC/TP/BP/9233/2020 Panvel Municipal Corporation ("**PMC**") granted development permission for developing residential buildings on said Land.
- H. Vide letter dated 13th July, 2021 bearing reference no. PMC/Fire/2121/Prkr/80/2181/2021 PMC issued 'Provisional Fire NOC' for proposed residential cum commercial buildings of Ground + 23 upper floor on said Land.
- I. The Promoter shall develop a project comprising of four (4) buildings, wherein three (3) buildings shall be of Ground_+ upper 36 floors and one (1) commercial building of Ground + 1st floor having in total proposed built up area of 38,155.00 sq. meters (the "**Project**"). The said Project is more particularly described in the **SECOND SCHEDULE** hereunder.

- J. The Promoter shall be developing said Project in two phases. The Developer has obtained Amended Development Permission from PMC vide letter dated 27th August, 2021 bearing reference no. PMC/TP/Rohinjan/13/1,14/5B&others/21-21/16026/1769/2021 for constructing Residential buildings being Wing A and Wing B of Ground + 23 upper floors each in the first Phase wherein the Ground floor to 3rd floor will be podium parking, the 4th floor will be landscaped amenities and the 5th to 23th floors will be residential floor and one commercial building of Ground + 1st floor (the "**Phase-1**"). The total built up area of Phase-1 will be 19,544.242 sq. meters. The said Phase-1 is more particularly described in the **THIRD SCHEDULE** hereunder. A copy of said Development Permission is annexed hereto as **Annexure B**.
- K. In the second phase subject to sanction and availability of TDR and/ or permission to utilise any such premium FSI that maybe available in lieu of TDR as the case maybe to Promoter, the Promoter may construct additional 13 floors on residential buildings being Wing A & Wing B thereby taking the Wings A & B to 36 floors and further construct a separate Wing C of Ground + 36 upper floors having total built up area of 18,610.75 sq. meters (the "**Phase-2**"). The additional 13 floors will consist of two additional podiums thereby taking podium parking floors from 3rd floor to 5th floor. The 6th floor will have landscaped amenities instead of the 4th floor and the balance 10 floors will be added to the residential floors above the sanctioned 23rd floor. The Allottees have perused and inspected the proposed plan of the entire project comprising Phase-1 and Phase-2 together forming the said Project.
- L. In addition, the Promoter is providing amenities in the said Project more particularly described in "**FOURTH SCHEDULE**". The Promoter has shown the sanctioned plan of Phase-1 and the Proposed Plan of the entire project including the Phase-2 and the Allottees have understood and unconditionally consented to the development of Phase-1 and Phase-2 as the Promoter may decide. The said Project of both Phases together with the amenities will constitute the whole project named as "**Regents Park**".

- M.** The Promoter has appointed a Structural Engineer Associated Structural Consultants LLP for the preparation of the structural design and drawings of the buildings.
- N.** The Promoter has engaged Architect NEHA JAIN of AN Arch Architects and Planners as the Architect registered with the Council of Architect for the said Project (the "**Architect**").
- O.** The 'Title Certificate' dated 13th September, 2021 issued by M. Tripathi & Co. for said Land has been seen and inspected by the Allottees. A copy of said Title Certificate is appended hereto as **Annexure C**.
- P.** The Promoter has registered the said Phase-1 under the provisions of the Real Estate (Regulation & Development) Act, 2016 ("**RERA**") with the Maharashtra Real Estate Regulatory Authority ("**MahaRERA**") under Registration no____. A copy of the MahaRERA registration certificate is appended hereto as **Annexure D**.
- Q.** Upon the demand of Allottees the Promoter has given Allottees the following documents for inspection;
- i. Conveyance Deed dated 29th July, 2019 executed by Promoter for acquiring Land 1 and Land 2 from Owners;
 - ii. Conveyance Deed dated 17th September, 2019 executed by Promoter for acquiring Land 3 from Owners;
 - iii. Conveyance Deed dated 24th September, 2019 executed by Promoter for acquiring Land 4 from Owners;
 - iv. Conveyance Deed dated 25th September, 2019 executed by Promoter for acquiring Land 5 from Owners;
 - v. Conveyance Deed dated 06th May, 2020 executed by Promoter for acquiring Land 6 from Owners;

- vi. Zone Certificate dated 10th May, 2019 issued by PMC stating land bearing Survey no.14/6, 14/5, 15/6, 15/5,15/8 are under 'Urbanisable Zone';
- vii. Zone Certificate dated 26th August, 2021 issued by PMC stating land bearing Survey no.13/1 is under 'Urbanisable Zone';
- viii. Mutation entries and 7/12 extracts of said Land;
- ix. Development Permission 09th October, 2020 bearing reference no. 2020/PMC/TP/BP/9233/2020;
- x. Amended Development Permission dated 27th August, 2021 bearing reference no. PMC/TP/Rohinjan/13/1,14/5B&others/21-21/16026/1769/2021
- xi. Title Certificate dated 13th September, 2021 issued by M. Tripathi & Co.
- xii. Phase-1 MahaRERA registration Certificate bearing no. _____,
- xiii. Proposed Project plan comprising of Phase-1 and Phase-2,
- xiv. Verification of details on MahaRERA portal
- xv. Declaration uploaded on MahaRera Portal

R. The Allottees have taken inspection of the aforesaid documents and writings including sanctioned plans, and other relevant documents and have perused MahaRERA portal on www.maharera.com, the Allottees visited the site of construction and made himself/ herself familiar with the terms and conditions imposed by the Panvel Municipal Corporation and other relevant authorities in the sanctioned approvals. The Allottees/s binds himself/herself/themselves to adhere with terms and conditions of the above documents. The Allottees/s have inspected, verified and satisfied themselves with the Title of the said Land and shall not raise any objection/ dispute with respect to the same in future.

S. The Allottees has applied to the Promoters for allotment of Flat No. _____ admeasuring ____ sq. meters of RERA carpet area and thereabout on ____ floor in wing _____ (the "**Flat**") in said Phase-1 which is more particularly described in "**FIFTH SCHEDULE**". The said Flat is marked separately in the copy floor plan

appended hereto as **Annexure E**. Further, Allottee has requested the Promoter for allotment of one covered parking space.

T. The Allottees have offered to pay to the Promoter a sum of Rs. ____ /- (Rupees ____ Only) (the "**Consideration**") as consideration for transferring the said Flat in name of Allottees which the Promoter has accepted upon such terms and conditions as contained in this agreement. Before the execution of these presents the Allottees have paid to the Promoter a sum of Rs. ____ /- (Rupees ____ Only) (the "**Part Consideration**") for the said Flat agreed to be sold by the Promoter to the Allottees the receipt whereof the Promoters do hereby admit and acknowledge receipt of said Part Consideration. The Allottees have agreed to pay to the Promoter the above Consideration to avail the benefits of discounted booking price.

U. The parties have accordingly decided to record their agreement in writing for transfer of said Flat upon the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. PROJECT:

1.1 The Promoter shall under normal conditions develop the said Project in accordance with the plans, designs, specifications as is finally approved by the competent authority with only such variations as may be required to utilize the total FSI and TDR as approved by the competent authority or the Government.

1.2 If required by competent authority or Government, the Promoter shall carry out minor modifications as may be deemed fit. The Promoter shall also be entitled to carry out the amendment to the plan resulting in any addition / alteration to the existing floors due to additional FSI being available or otherwise. In all other cases the Promoter shall seek prior consent of the Allottees, if such additions / alterations are adversely affecting the Flat allotted to the Allottees and to the said Phase-1.

1.3 The Promoter has represented under this agreement that it is entitled to develop the said Land by utilizing 38,155 sq. meters of FSI out of which only 19,544.242 sq. meters of FSI is sanctioned as per which Promoter will be developing said Phase-1 on the said Land. The balance 18,610.75 sq. meters of FSI will be utilized for developing Phase-2 on the said Land. Accordingly, the Allottees have given their consent to the Promoter to develop the said Land by utilizing potential FSI, premium FSI and TDR as may be sanctioned by competent authority from time to time.

1.4 The Promoter has represented and Allottees have agreed that proposed amenities in the Project will be made available for use only after completion of both phases of the said Project.

2. DESCRIPTION OF FLAT:

2.1 The Allottees hereby agrees to purchase from Promoter and Promoter hereby agree to sell to Allottees Flat No. _____ RERA carpet area admeasuring _____ sq. meters (the "**Flat**") on _____ floor in Building _____ of the Phase-1. In addition without any further consideration, Allottees are entitled to a **balcony of _____sq. meters and** service slab of _____sq. meters, totally admeasuring about _____ sq. meters. being an ancillary area (the "**Additional area**") and not constituting the carpet area of Flat. The aggregate of carpet area and additional area is the "**Gross usable area**" totalling to _____ sq. meters available for use by the Allottee. Further, Allottees shall be allotted _____no. of covered parking. The said Flat is more particularly described in "**FIFTH SCHEDULE**". The said Flat and Additional Area is marked separately in the copy floor plan appended hereto as **Annexure E**.

2.2 The fixtures, fittings and amenities to be provided by Promoter in the said Flat are those that are set out in **Annexure F**. Promoter shall not be obliged to accept or accede to any request from Allottees for making any changes in the amenities to be provided by Promoter.

3. CONSIDERATION:

3.1 It is mutually agreed by and between the parties that consideration for sale of said Flat shall be Rs _____/- (Rupees _____ Only) (the "**Consideration**"). The said Consideration amount does not include the taxes, stamp duty, registration charges and other statutory payments which are to be paid separately by Allottees. The Consideration as agreed between the parties hereto for the sale of said Flat has been determined on the basis of all disclosures.

3.2 The Allottees has negotiated the consideration herein above by offering to pay to the Promoter the said Consideration as per the terms of this agreement which has been accepted by the Promoter as per **SIXTH SCHEDULE**.

3.3 Allottees hereby agrees to pay the escalation on said Consideration on following grounds:

- (a) Any increase on account of development charges payable to the competent authority;
- (b) Any other increase in charges which may be levied or imposed by the competent authority from time to time;
- (c) Additional cost/charges imposed by the competent authorities;
- (d) The Promoter may charge the Allottees separately for any upgradation/ changes specifically requested by the Allottees in fittings, fixtures and specifications and any other facility; and
- (e) Municipal Property taxes;
- (f) Additional/ new taxes that may be levied from time to time.

4. ADDITIONAL CHARGES:

The Allottees shall, on or before delivery of possession of the said Flat pay to the Promoter further amount as and when demanded by Promoter on following account:

- (a) Legal and document charges at the time of execution of this Agreement;
- (b) Development Charges / Transfer Charges / Infrastructure Development Charges payable to PMC;
- (c) Proportionate Stamp duty and registration charges for Conveyance Deed;
- (d) Water and Drainage connection deposit and meter charges or any other charges imposed by the PMC or other Government authority;
- (e) Electricity connection, meter deposit, service charges or any other electricity service provider charges, cable charges and transformer charges payable to concerned departments/authorities.;
- (f) Co-operative Society/ Condominium of Apartments /Limited Company formation/ registration charges;
- (g) Proportionate Property Tax in respect of the said Land/ said Flat from the date of Promoters obtaining the Part/Full the Occupancy Certificate as applicable;
- (h) Stamp duty and registration charges on Premises. If any additional stamp duty is payable over and above the stamp duty on Premises, then the Allottee/s shall be liable to pay the same;
- (i) GST or any other taxes or charges levied by the state or Government authorities;
- (j) Any other charges, taxes and expenses levied by the Government authorities.

5. **MODE OF PAYMENT:**

5.1 All payment shall be made by Allottees by drawing cheque/ DD / RTGS in the name of “_M/s Metro Satyam Developers_” or other account as Promoter may intimate subsequently to the Allottees. Allottees shall also pay other statutory dues, which may be levied from time to time.

Details of Bank Accounts are as provided herein below:

NAME	M/s. Metro Satyam Developers
BANK NAME	
BANK ACCOUNT NUMBER	

BRANCH NAME	
IFSC CODE	
MICR CODE	

5.2 Allottees shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to the Promoter within seven (07) days of such deduction.

5.3 Provided that the receipt for the payment made shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein are credited to the above stated bank account of the Promoter or in the account as Promoter subsequently intimated to the Allottees and the TDS certificate is received by Promoter from Allottees.

5.4 The Allottee has made a payment of Rs. _____/- (Rupees _____ Only) towards booking of the said Flat being the said Part Consideration which has been adjusted against the Consideration as mentioned hereinabove. Promoter hereby acknowledges the receipt thereof.

5.5 The Allottee shall also pay GST as per prevalent rates and rules and regulations through separate cheque drawn in the name of "_____".

6. PAYMENT OF STATUTORY DUES AND TAXES:

6.1 In addition to the Consideration of said Flat as above the Allottees shall pay to Promoter all statutory taxes (as made applicable from time to time) like GST or any other charges, levy, tax, duty by whatever name called, as made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottees at the time of execution of these presents or at the time of making each payment as per the provisions of law.

If such liability arises thereafter then the Allottees shall make over such payment to Promoter within ten (10) days of notice of demand from Promoter.

6.2 Further, the Allottees shall take immediate steps to get this deed registered under the Registration Act, 1908 by making payment of stamp duty, legal charges and registration charges. The Promoter undertakes to make themselves available through an authorized representative for the purpose of registration at fifteen (15) days' notice from Allottees. The Promoter shall not be liable under any law for any delay, laches and / or negligence shown by the Allottees in presenting this agreement for registration before the competent authority. The Allottees indemnifies the Promoter against any claim, action, judgment, cost, expenses, penalties that may arise on Promoter due to inaction or noncompliance of obligation under this Agreement or under any other law.

6.3 If Taxes, Charges, Duties of any nature is levied by the Government, or statutory bodies on this transaction, the same shall be payable by the Allottees directly or through the Promoter as the case may be. If any such Taxes, Charges, Duties of any nature is paid by the Promoter then the same shall be reimbursed by the Allottees to the Promoter at all time. The Allottees indemnify and keep indemnified and hold harmless the Promoter against any payment to be made to the concerned department on account of GST or other Taxes, Charges, Duties of any nature whether in present or in future.

6.4 The stamp duty and registration charges on this agreement shall be borne and paid by the Allottees and shall keep Promoter indemnified from the same.

7. NOTICE OF DEMAND:

7.1 Upon the installment of consideration and other charges becoming due, the Promoter shall issue a notice of demand giving ten (10) days' time from date of notice to Allottees for making the payment. The said notice of demand shall be accompanied by a certificate from the project architect certifying the satisfactory completion of the stage of work for which the payment is due.

7.2 Notice of demand shall be sent through Registered Post Acknowledgement Due (RPAD)/ Speed post/ at the address mentioned in notice clause of this agreement and such dispatch shall be treated as sufficient compliance from the Promoter. Thereafter the Allottees shall be barred from claiming non receipt of the notice of demand.

7.3 Timely payment of all the above installments/amount on their respective due dates and any other sum payable under this agreement by the Allottees is the essence of this contract/Agreement. Constructive and physical possession of the said Flat shall be handed over to Allottees by the Promoter only upon receipt of all payments mentioned in this agreement.

8. DEFAULT BY ALLOTTEES:

8.1 Following shall be deemed to be default on the part of Allottees during the construction stage and after:

- a. Default in making timely payment of sums due as mentioned in this agreement.
- b. Creating nuisance on the site resulting in danger/damage to the said project/land, threat to life;
- c. Delay in accepting the possession of the unit within a period of one (01) month on intimation to take possession by Promoter;
- d. Refusing/delaying to take membership of society/Co-operative Housing Association/company/condominium formed for the said Project;
- e. Breach of any terms and conditions of this agreement.
- f. Breach of any law or provisions thereto.
- g. Obtain forceful occupancy/ possession of said Flat before receipt of occupation certificate by competent authority.

8.2 The Allottees shall not be in default if he removes/remedies such breach within fifteen (15) days of receipt of notice from the Promoter to the Allottees as per clause 9.2.

9. TERMINATION OF AGREEMENT:

- 9.1 On the Allottees committing default in payment on due date of any amount due and payable by the Allottees to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Allottees agrees to pay to the Promoter simple interest at the rate of the Promoters construction finance highest interest cost or interest at marginal cost lending rate (MCLR) of **SBI** +2%, on all the amounts 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 till date of actual realization of payment. However, such entitlement of interest shall not be deemed to be a waiver of Promoters right to terminate this agreement as per the provisions of this agreement.
- 9.2 Without prejudice to the right of the promoter to charge interest in terms of sub clause 9.1 above, on the Allottees committing default as per clause 8.1 above and on the Allottees committing continuous default even after notice of termination, the Promoter shall at its own discretion, may terminate this Agreement. Provided that, Promoter shall give another notice of fifteen (15) days in writing to the Allottees, by registered post AD/ Speed post/ email-id at the address provided by the Allottees 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 Allottees fail to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the promoter may terminate this agreement unilaterally.
- 9.3 Upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottees the payments made by Allottees to Promoter till that date (subject to adjustment of 15% of the consideration along with any accrued delayed payment interest or charges or Rs. 5,00,000/- whichever is higher as

liquidated damages and service charge towards such termination) such refund shall be issued in an account intimated by the Allottees herein within a period of thirty (30) working days of the registration of cancellation/ termination deed and expulsion of the Allottees from the membership of the society as per clause 9.4. If the Allottee has obtained a loan from any financial institution against the mortgage of the said Flat, it shall be the responsibility and liability of the Allottee to obtain NOC for such termination from the said institution. The refund due and payable by the Promoter as per this agreement shall be made directly to such financial institution after the Allottee has obtained NOC. Any balance amount after discharging/clearing dues of the financial institution shall be paid to the Allottee.

9.4 The Promoter shall also move for expulsion of the Allottees from the membership of the society as per by laws of the society, and submit a copy of termination notice to such society. No separate consent of Allottees will be required for such expulsion.

9.5 Upon termination of this Agreement the Promoter shall be at liberty to dispose of and sell the Flat to such person and at such price as the Promoter may in his absolute discretion think fit.

Provided that in the event of default as above the Allottees shall not raise any objection to termination made by the Promoter and that Promoter is authorized to unilaterally register the cancellation deed with the registrar suo-moto without any recourse to the Allottees.

9.6 If the allottee terminates this agreement for a default of the Promoter, then the Promoter will be entitled to forfeit an amount of Rs.5,00,000/- (Rupees Five Lacs only) or 15% of the consideration along with any accrued delayed payment interest or charges whichever is higher and refund the balance amount paid by the Allottee within reasonable period. The Promoter is not liable to refund the taxes and other statutory charges collected from the Allottees. The Promoter shall refund the balance amount only upon execution

and registration of formal Cancellation Deed by the Allottee. The Promoter may at its own option also approach the authority under RERA for seeking appropriate order for cancellation of this agreement.

10. DECLARATION BY THE PROMOTERS:

Promoter hereby declares as follows:

- 10.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Competent Authority and the concerned local authorities at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the Allottees, apply to the concerned local authority for occupation and completion certificate in respect of the Flat and obtain the said certificate as per the provisions of law.
- 10.2 The Promoter is developing said Project in two (2) phases as mentioned in details in recitals hereinabove and more particularly described in Second and Third Schedule hereunder.
- 10.3 The Project amenities are being developed along with the Phase-2 or at the end of the Project. The buildings would be completed and handed over to the society. The common amenities of the Project would be handed over to the Society/confederation/association of societies once the Project is complete and said Land is conveyed to the association of societies/Society of unit purchasers in the Project. The Allottee is entitled to use the amenities as and when they are completed introspective of formal handing over to the Co-operative housing association provided the Allottee has become a member of society and has taken possession of its flat.
- 10.4 The Promoter will not be liable for any loss, damage, injury or delay caused due to 'Maharashtra Electricity Distribution Co. Ltd.' defaulting / delaying the supply of electricity or due to the Local authority concerned delaying the supply of permanent 'water connection' or PMC infrastructures like road,

drainage, street light or such other service connections necessary for occupying the said Flat. The Allottees hereby indemnifies the Promoter from any claims made for delay on the above count.

10.5 That the Promoter would be entitled to put up sign boards, neon sign boards displaying its Project name and Promoters Group Name in any part of the project like terrace, common area and garden etc. The Promoter/ Society at its own cost would maintain the said board till the said Land is conveyed to the Society/association of Allottees/Societies. The Allottees shall not raise any objection to said boards or create any nuisance or hurdle in putting and maintaining said boards.

10.6 That the Promoter is entitled to use different design, brand, shape, size and colour material than that mentioned in the amenities Annexure F in the event the supply of promised material is withdrawn by the supplier or for any other reason. The Promoter undertakes and assures that it will use only good and standard quality material close to the quality of material and of such specification as mentioned in the list of amenities.

10.7 The carpet area of the said Flat which is proposed to be constructed in the said building is approximate _____ sq. meters, however the actual carpet area of the may vary up to 3% due to design and construction exigencies In the event of there being a difference of more than 3% between the actual carpet area of the said Flat from the carpet area as mentioned herein at the time of the offering the possession of the said Flat, then the Consideration shall be either proportionately reduced or increased accordingly (without interest thereon). The Allottees agree to pay the differential amounts, if the area is increased beyond 3% within forty-five (45) days of such demand being made by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money (without any interest) paid by Allottees within forty-five days from such demand being made by the Allottees. If there is any increase in the carpet area of the said

Flat allotted to Allottees, the Promoter shall demand additional amount from the Allottees as per the next milestone of the Payment Plan or thereafter as the case may be and the Allottees shall pay such additional amounts within a period of forty-five (45) days from the date of such demand being made by the Promoter. However, it is expressly clarified that no adjustment will be made to the Total Consideration if the difference between the actual carpet area of the said Flat and the carpet area as mentioned herein is less than or equal to 3%. The area certified by the Project Architect shall be final and binding on both parties.

- 10.8 If any structural defects of workmanship quality is discovered within five years from the date Promoter issuing possession letter to Allottees for taking possession of the said Flat, then, wherever possible such defects shall be rectified by the Promoter through the respective Original Agencies at his own cost and in case it is not possible to rectify such defects, then the Allottees shall be entitled to receive from the Promoter, hardship cost for such defects in the manner as provided under the Act. This warranty is applicable only if after occupying the Flat the Allottees maintain the Flat in the same condition as it was handed over to him by the Promoter. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen bathrooms, enclosing balconies flower bed, extending rooms, changing flooring, plumbing systems, electrical wiring, sanitary systems and fitting, fixing false ceiling or doing any work affecting and damaging the columns and/or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or society or association, this warranty shall stand lapsed. Further, in the following cases where the Allottees (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Damage any portion of the neighbor's unit or common area by drilling or hammering etc. and (iii) make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom,

toilet and kitchen, which may result in seepage of the water, the aforesaid warranty given by the Promoters shall not be invocable.

11. AMENDMENT TO PRESENT SANCTIONED PLAN:

11.1. The Promoter is developing said Project in two different phases as mentioned in details in recitals hereinabove and more particularly described in Second and Third Schedule hereunder. Accordingly, there will be additional floors constructed as parking podium floors and additional floors on the sanctioned 23 floor.

11.2. The Promoter has shown the proposed plan for Phase-2 described in SECOND SCHEDULE hereunder to the Allottees. The Allottees have understood the proposed layout and thereby accord unconditional and irrevocable approval and consent to the Promoter to obtain a revised sanction of the above proposed layout/plan at the cost and effort of the Promoter and utilise it for self by the Promoter. The Allottee shall not claim any rights in such additional FSI, premium FSI, ancillary area FSI and TDR and on area constructed by utilizing such additional FSI, ancillary area FSI and TDR.

11.3. The Allottees also undertake and assure the promoter that he/she shall not raise any objection or seek either any cost, interest, compensation or refund of consideration by whatever name called or seek cancellation of the agreement on the basis of revision of the sanctioned plan as disclosed above.

12. DECLARATION BY THE ALLOTTEES:

Allottees hereby declares as follows:

12.1 Allottees have verified the documents including title search report and the conditions of development certificate, commencement certificate and the sanctioned plan. The Allottees are satisfied that the Promoter has absolute,

clear, developable and marketable title to the said Land so as to enable it to convey the said Land to the society to be formed.

12.2 Allottees have verified and understood the plan prepared by the promoter for the said Project and he/she hereby gives irrevocable and unconditional consent for the promoter making changes in said Project as per said proposed project upon getting permission and sanctions from the concerned authority. The Allottee hereby undertakes to execute all documents as and when required by the Promoter. The Allottee hereby undertakes to execute all documents as and when required by the Promoter for the purpose of revising the existing plan and for development.

12.3 The allottee hereby declares and confirms that the consent given herein for the Project layout including proposed Phase-2 is binding and final and that no further consent in any manner shall be required by the Promoter from the allottee for the approvals, commencing and completing the Phase-2.

12.4 The Allottee hereby declares that he has considered the date of possession as mentioned in this agreement which is for Phase-1. The Phase-2 will commence and complete within 60 months from receipt of all approvals for Phase-2. The amenities of the Project may be available for use after completion of the Phase-2. The Allottee hereby declares that Allottees understands that this agreement is for Flat in Phase-1 of the said Project.

12.5 The Allottee hereby agrees and undertakes to take possession of his unit when the promoter has obtained the occupancy certificate of Phase-1. The allottee hereby assures and declares that he will not default or delay the taking of possession of the unit only because Phase-2 and the amenities are yet to be completed and handed over.

12.6 Allottees shall not in any case interfere with the development activity undertaken in respect of said entire project and also more particularly for the said Flat.

12.7 Allottees are eligible and entitled to purchase the said Flat and Allottees hereby assure, undertake and guarantee that the Allottees shall use the said Flat or any part thereof or permit the same to be used for purpose of permitted use i.e residential use. Allottees shall neither claim any exclusive right, title or interest on its proportionate share of undivided common space & amenities provided by the Promoter nor claim any division or sub division of such common area.

12.8 Allottees have seen the Typical Floor Plan, layout plan and Building plan in respect of the proposed construction to be put up on the said Land. Promoter has informed the Allottees and the Allottees is aware that Promoter hereby reserve full right and absolute authorities to utilize the entire FSI, additional FSI, premium FSI, ancillary area FSI, TDR or any incremental FSI / building potential including the full and absolute right to revise the building plan and utilize the balance permissible FSI / TDR available on the said land by constructing Building as mentioned herein and reserve for further development in accordance with the terms of this Agreement and the Act and Rules of said Real Estate (Regulation and Development) Act, 2016. Further, Promoter shall be entitled to utilize, construct, develop and sell / dispose of the premises so constructed by utilizing such FSI, additional FSI, TDR or any incremental FSI / building potential in such manner and in such phases in accordance with Act and Rules of said Real Estate (Regulation and Development) Act, 2016, even after the Co-operative Housing Society is formed or Deed of Conveyance / Deed of Assignment is executed by the Promoter. For the aforesaid purpose, Promoter shall have the right to make addition, raise storey or to put up additional structure which shall be the Promoter's sole property, which Promoter alone shall be entitled to dispose them off in such a manner and on such terms as Promoter may deem fit or

proper and Promoter hereby consent to the same. Promoter shall, after consuming such balance and/or additional FSI / TDR or any incremental FSI / building potential by constructing such permissible tenements on the said Land, be entitled to sell such tenements for such permissible uses, to such persons and for such consideration as they may in their absolute discretion deem fit and proper.

12.9 The Allottees have verified and perused the development permission and commencement certificate and the conditions contained therein. The Allottees have also understood the future development plan. The Allottees have also visited the site and understood the infrastructure available currently and have inquired about the role of government agencies like PMC etc in providing permissions and infrastructure for the project.

12.10 The Allottees has taken a decision to purchase the unit at this stage of the project due to competitive pricing and hence has agreed to take project risk of delays due to various infrastructural issues and government delays. The Allottees understand that in future the prices of units will go up and therefore to save substantial money the Allottees have taken a decision.

12.11 The Allottees hereby assure and undertake that he will not hold the promoter liable for any delays which are beyond the control of the promoter especially delays attributable to PMC or delays due to the various amendments made to governmental policies during the development of the said Project. The Allottees declare that he will not claim any interest or compensation from promoter or any other benefit in any other manner due to changes made by the government authorities or planning authorities or due to delay in obtaining permissions by promoter. The Allottees have agreed to off-set the benefit of lower pricing of Flat against any delay in future.

12.12 If Allottees wish to make a site visit before possession, prior written permission from the Promoter is necessary. Promoter shall not be responsible

for any accident or mishap that may happen on site either to Allottees or to any of his family members or friends.

12.13 Allottees shall make timely payment of the demand raised by the Promoter. In case of default in payment, the Allottees shall remedy the default within the period prescribed in this agreement. The Allottees shall not object to the cancellation of this agreement if the default continues.

12.14 The Promoter may complete any part, portion or any floor of the said building and obtain part occupation certificate and give possession of the said flat to the Allottee hereof and the Allottee shall not be entitled to raise any objection thereto. If the Allottee takes possession of the said flat in such part completed building, part or portion or floor, the Promoter or its agents or contractors shall carry on the remaining work with the Allottee occupying the said Flat. The Allottee shall not object to, protest or in any way obstruct in the execution of such work even though the same may cause any nuisance or disturbance to him/it.

12.15 In the event of any alteration or change in plan the Allottees will revert with their objection in writing with their reasons within 07 days of receipt of intimation from Promoter failing which it will be presumed that the Allottees has no objection. The Promoter will be entitled to proceed with the change/ alteration.

12.16 The Allottees shall obtain "No Objection Certificate" and "No Dues Certificate" from the Promoter to transfer the right, title and interest in respect of the said Flat to a third party. The Promoter shall grant such NOC only after all dues payable under this agreement have been paid by the Allottees Without obtaining the said certificates any document executed by Allottees in the name of a third party shall be treated as 'void-ab-initio'.

- 12.17 The Allottees have represented that he/she/they accepts the allotment of ____ covered parking space.
- 12.18 The Allottees shall not put adverse and derogatory news, material and opinion in any form or manner about the project or the promoters. Any default by the Allottees would be treated as breach of contract and the promoter would be entitled to claim cost and compensation and cancellation of this agreement coupled by forfeiture of advance given by the Allottees.
- 12.19 The Allottees shall not hold the Promoter liable for the delay caused due to the Force Majeure as mentioned in this agreement or due to delays in any permissions or services like water supply, electricity connections to be provided by any competent authority including the corporation or due to reasons beyond the control of the promoter.
- 12.20 The Allottees hereby declare and assure that they will not raise any dispute or objection to the use of commercial units including the use for restaurant / bar/ spa / wedding hall / banquet to be operated from the commercial premises by the owner or their tenants. The Allottees and/or the Society shall not insist on any prior NOC to be sought by the owners/ tenants of the commercial units. If any government agency requires NOC from the Society, then the Society will be under an obligation to grant such NOC without any conditions.
- 12.21 The Allottees are aware that the Promoter will be developing said Project in two phases. The Allottees have perused and inspected the proposed plan of the said Project consisting of Phase-1 and Phase-2 and have understood the possibility of how, where and when Phase-2 will be developed.

- 12.22 The Allottees are aware and agree that said Land will be conveyed to association of societies only after completion of both phases of the said Project.

13. SPECIFIC UNDERSTANDING BETWEEN THE PARTIES:

The Promoter and the Allottees also agree to the following:

- 13.1 Both Parties have agreed to enter into this agreement only because of specific understanding arrived at and declarations and assurances given by each Party to the other. Such undertakings, assurances and declaration given by the Parties to each other is the essence of this contract and is binding on the respective Party without any exception. The Parties will not resile from their respective declarations and undertakings given in this agreement and any violation to such undertaking shall entitle the other Party to terminate this agreement for default and all consequences shall follow as per this agreement.
- 13.2 The Allottees shall be permitted/ allowed to occupy the said Flat only upon obtaining Occupancy Certificate/Part Occupation Certificate and possession letter from the Promoter and after making all payments as per this agreement.
- 13.3 The Allottee shall not request/demand permission to carry out the interior works in the said Flat prior to receipt of the Occupancy Certificate.
- 13.4 The Promoter shall be entitled to inspect all interior works carried out by the Allottees. In the event Promoter finds that the nature of interior work being executed by the Allottees is violating any approved plans or permissions, harmful to the said Flat or to the structure, facade and/or elevation of the said Building then, Promoter can instruct the Allottees to stop such interior work and the Allottees shall stop such interior work at once, without raising any dispute. Thereafter the Allottees at their own cost shall make the rectification to restore such unapproved changes to its original state.

- 13.5 The Allottees will ensure that the debris from the interior works shall be dumped in an area of the flat and will be cleared by the Allottees, on a daily basis, at no cost to Promoter and no nuisance or annoyance to the other Allottees. All costs and consequences in this regard will be to the account of the Allottees.
- 13.6 The Allottees will further ensure that the contractors and workers (whether engaged by the Allottees) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the free flow of wastewater, thus resulting in perennial choking and leakage in the said Flat or the Building.
- 13.7 The Allottees shall ensure that the contractors and workers do use the toilets in the said Flat Only and not spoil any part of the building.
- 13.8 All materials brought into the said Flat for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottees and that Promoter will not be held responsible for any loss/theft/damage to the same.
- 13.9 If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottees at his/her/their/its own cost, and that Promoter will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottees alone.
- 13.10 During the execution of interior works, if any of the Allottees contractor / workmen / agents / representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen / agents / representatives will be removed forthwith and will not be allowed to re-enter the said Flat and

the Building . Further, the Allottees shall be responsible for acts of such persons.

13.11 The Allottee shall extend full cooperation to Promoter, their agents, contractors to ensure good governance of such interior works.

13.12 The Allottee ensures that the contractors hired by the Allottees shall not use lift for the purpose of carrying the materials of interior work and if any damages is caused due to same it shall be repaired and brought to its original condition by the Allottee at their own expense within 30 days of written notice from the Promoter.

13.13 Having regard to the elevation of the buildings in the said project, the Allottees shall not fix grills/ railings. . The Allottees shall affix the external grill /railings of such common design as shall be finalized by the Promoters in the manner and as per the specifications given by the Promoters after the formation of Society/Association. Accordingly, the Promoter has informed the Allottees that with a view to maintain the aesthetics and elevation of the said Building, the Allottees shall, not extend the railings provided to the said Flat/ fix the grills of any random design to the windows/ balcony,.

13.14 Similarly, the Allottees shall not install individual Dish Antenna for the Set Top Box on the common Terrace on the Top Floor. The Promoter shall grant permission to install common BDU/MDU to a preferred service provider only in the area specifically earmarked for the said purpose. Further, No any other new/ additional facility/ service/s, should be allowed to be installed by the Allottees individually. The Promoters at its sole discretion shall grant permission to one or more service providers to install common infrastructure for DTH and other services for providing services to all Allottees of the building.

- 13.15 Not put or place flower pots, Vases or any plantations outside the Windows. The Allottees shall install Air Conditioner unit at such place as will be suggested by the Promoter and/or Society without disturbing the elevation of building and by not doing core cutting working.
- 13.16 The Allottees shall extend full cooperation to Promoter, their agents, contractors to ensure good governance of such interior works.
- 13.17 The Allottees shall ensure that common passages/ walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter and access to any fire, electrical, plumbing ducts/shafts in no manner be blocked or denied during the life of the building.
- 13.18 The Allottee shall not store any of their materials, belongings, and stocks in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid landings, etc.
- 13.19 The Lift facility in this Project shall be used as per rules of the Co-operative Society and association of the societies formed for the management of said Buildings / Wings. It is to be economically used. The Allottee as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the Promoters. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs, then the Co-operative Society or Promoters shall not become responsible for it and the Allottee or his/her/their employees/ heirs etc. shall not demand/shall not be entitled to demand such damages/ compensation from them and the Allottee hereby give his / her/ their assurance and consent in it.

- 13.20 The Allottees ensures that the contractors hired by the Allottees shall use only the designated (to be finalized by promoter on possession) lift for the purpose of carrying the materials of interior work and if any damages are caused due to same it shall be repaired and brought to its original condition by the Allottees at their own expense within 30 days of written notice from the Promoter or shall be deducted from any such security deposits collected.
- 13.21 The Allottee hereby further undertake that at the point of time when there is Lease Deed/Deed of Assignment/ Conveyance Deed being prepared, the Promoters shall add the above mentioned conditions in the Lease Deed/Deed of Assignment/Conveyance Deed. The said clause shall be binding on the entire Society and its members.
- 13.22 The Promoters have explained and the Allottees have understood and Accepted that the said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the contractors, sub-contractors, suppliers of various materials, the vendors/ manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts upto the expiry of warranty period so as it to be sustainable and in proper working condition to continue warranty in both the Premises and the common project amenities wherever applicable. That the Allottees or the Society shall at its own cost before the expiry of such warranties, shall obtain renewal comprehensive annual maintenance contracts from various Manufacturers and Service Providers.
- 13.23 That The Promoters have made aware and that the Allottees expressly agrees that the regular wear and tear of the Premises/building/ phase/ wing includes minor hairline cracks on the external and internal walls, floor and wall tiles, excluding the RCC structure which happens due to variation in temperature, seismic movements and various other reasons inherent to any premises/buildings/wings and which do not amount to structural defects and hence any such defects / hairline crack etc. cannot be attributed to either bad

workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defect in materials used, in the structure built of the Premises/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement. The Professional Fees of such expert/surveyor shall be born and paid by the Purchaser/s alone.

13.24 The Promoters have provided the necessary car parking space on the podiums. In this regard, the Promoters have categorically informed the Allottee & the Allottee has/ has noted the following:

- a) The Allottee / Co-operative Society that shall be formed shall operate and maintain the Car Parking area and the Car Parking System.
- b) The Allottee shall not enclose or encroach on the parking area that is being provided to the Society. This area being left as parking shall remain as approved by the authorities and as per plan and the Allottee hereby further undertake that the parking area shall not be enclosed at any later state, failing which the concerned Authority is liable to take legal action against the Allottee and the Society.
- c) The Promoter at is sole discretion allot location of Covered Car Parking Space and that the Allottee shall not object or raise any dispute to location of a particular Covered Car Parking space and/or particular space in part of the Parking.

14. DATE OF POSSESSION AND FORCE MAJEURE:

14.1 Promoter shall give possession of the unit to the Allottees on or before **30.06.2027** date subject to receipt and realization of all amounts payable by the Allottees under this Agreement and receipt of all approvals from competent authority and other conditions as mentioned in this Agreement. For

the purpose of this clause the certificate from the Architect certifying completion of the construction shall be considered as final and binding.

14.2 That the Promoter is entitled to reasonable extension of time for giving possession of unit on the aforesaid date, if the completion of building in which the unit is to be situated is delayed on account of court / authority staying either in full or in part any part of the construction / development on the said Land, non-availability of construction material, war, flood, drought, fire, cyclone, lockdown as per order issued by Central or State government, pandemic, epidemic, earthquake or any other calamity caused by nature affecting the said project, or for delay in supply of electricity and/or water by concerned government departments or for any other justifiable reason or circumstances. The Promoters shall not be liable for any delay that shall be caused due to any delay on the part of Government, Semi Government, PMC, Municipal, Environmental Agency, revenue Authority or any other concerned authority in granting the necessary permissions, sanctions, NOC that shall be required by the Promoters from time to time.

14.3 Notwithstanding anything contained in this Agreement or in this clause the Promoter shall not incur any liability if the Promoter is unable to deliver possession of the said Flat as mentioned herein above, if the completion of the said complex/building is delayed for any reason of non-availability of steel or cement or other building materials or on account of labour trouble, civil commotion, riot or any Act of God or on account of any notice under other public body or authority or on account of withholding or delaying in the grant of the building completion certificate, water connection, electricity connection and/or any other necessary permission of sanctions by the PMC, Government, the said PMC and/or any such other or similar public or authority or beyond the control of the Promoter and /or force majeure.

14.4 The Allottees shall take possession of the said Flat within one (1) month from the date of receipt of Occupancy Certificate/Part Occupancy Certificate in

respect of said project and/or intimation letter from Promoter for taking possession of said flat. The Allottees must pay all outstanding dues including the taxes and other statutory payment before claiming possession of the said Flat and also become a member of the society by executing relevant documents.

14.5 On getting the occupancy certificate, the Promoter may handover possession of the said Flat to the Allottees even though electricity and water supply have not commenced by the respective competent authorities. The Allottees shall not raise any claim/ demand on the Promoter for the delay in getting the supply of electric and water. On the Promoters offering possession of the said Flat to the Allottees, the Allottees shall bear and pay their proportionate share in the consumption of electricity and water if sourced from alternate source in the intervening period.

14.6 Deposit Advance Maintenance for the period as determined by the promoter

15. RESERVATION FOR PARKING:

15.1 At the written request of the Allottee, the Promoter hereby reserves _____ parking space for exclusive use of Allottee. The parking is subject to the final building plan approved by the corporation at the time of grant of final Occupancy Certificate and exact parking shall be allotted at the time of possession on the basis of final plan.

15.2 The parking is subject to the final building plan approved by the corporation at the time of grant of final Occupancy Certificate and exact parking shall be allotted at the time of possession on the basis of final plan.

15.3 Allottee shall not be allowed to allot/transfer/let-out/Exchange said parking to any outsider/visitor i.e., other than the unit Allottee of said unit.

- 15.4 Allottees shall keep the said parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner.
- 15.5 The said car parking space shall be used only for the purpose of parking vehicle and not for any other purpose.
- 15.6 The society/condominium shall finally ratify the reservation of such car parking in its first meeting at the time of handover by the Promoter.

OR

- 15.1 Allottees have informed the promoter that he/she does not require any parking space in said project. Accordingly, no reservation of parking is made against said Flat.
- 15.2 Allottees undertakes, assures and guarantees not to claim any parking space in said project in future, nor raise any objection to use of parking by other Allottees.

16. FORMATION OF SOCIETY:

- 16.1 The Promoter shall apply for the formation and registration of a Society under the Maharashtra Co-operative Housing Society Act, 1960 (the “**Society**”) within the prescribed time limit under the MahaRERA i.e. after the Promoter has sold more than 51% of units in the Project. The Allottee shall for this purpose sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of said Society and for becoming a member, including the bye-laws of the said Society. These documents duly filled in and signed must be returned to the Promoter within 7 days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the said Society as per the provisions of Maharashtra Co-operative Societies Act, 1960 or any other prevalent law. The Promoter will not be liable if the Allottee delays

in signing and handing over relevant documents to the Promoter. To become a member of the said society the Allottee must pay all sum and take possession of the said unit.

16.2 The Allottees shall be expelled from the said society if the Allottees defaults in making timely payments or violates this deed in any manner. For such expulsion the termination letter from the Promoter shall be sufficient document.

17. CONVEYANCE AND HANDOVER OF THE BUILDING:

17.1 The Promoter shall within twenty four (24) months of receipt of full occupancy certificate of the said Project from PMC or any other competent authority after completion of the both phases of the said Project and receipt of all amounts under this agreement execute a conveyance deed and convey the right, title and interest of the said Land and building in the name of the Society subject to Society clearing all dues of the Promoter and subject to the rights of the Promoter reserved hereunder.

17.2 The Promoter is entitled to take part OC for phase wise construction of the project. However, the Allottees/Society shall not claim conveyance of the said Land upon receipt of any such part OC.

17.3 The amenities of the said project shall be conveyed to society at the time of conveyance of said Land. The Allottees shall not raise any claim for the use of amenities till said Land is conveyed to Society, although the Promoter may at his discretion allow the use of amenities to Allottees prior to such conveyance.

17.4 The charges, costs expenses for conveyance of said Land shall be borne by the Allottees in proportion to his gross usable area and that the Allottees shall come forward to accept conveyance of the said Land in the name of the society formed within two (02) months from the date of intimation by the Promoter.

17.5 Advocate of the promoter shall prepare the final Conveyance Deed Agreement between the Promoters and the Society with reservation of rights of the promoters reserved/retained under this Agreement.

18. SOCIETY MAINTENANCE CHARGES:

18.1 Commencing a week after notice in writing is given by the Promoter to the Allottees that the said Flat is ready for use and occupation, irrespective of the Allottees taking the possession of the said Flat, the Allottees will be liable for proportionate share of outgoings in respect of said Land for water charges, insurance, common lights, repairs, salaries, property tax if any, security, sweepers and all other expense necessary and incidental to the maintenance of the society. Such proportionate share of expense shall be calculated on the basis of area of the said Flat plus the additional area attached to the said Flat i.e. gross usable area vis a vis total gross usable area of said Entire project.

18.2 The Allottees shall pay to the Promoter at the time of possession, an advance for a period as determined by the Promoter towards maintenance along with applicable GST as "common maintenance charges" for the upkeep and maintenance of the said Project building. The amounts so paid by the Allottees to the Promoter shall not carry any interest and remain with the Promoter towards such expenses until the building is conveyed to the society as aforesaid.

18.3 After the formation of the society the Allottees shall bear and pay monthly maintenance charges directly to the society as and how demanded by society.

19. UNSOLD UNITS AND UNALLOTTED PARKING SPACES/SYSTEM IN SAID PROJECT:

19.1 All the Unsold Units including Residential and Commercial Units and Unallotted Parking Spaces/System In Said Project shall always be of the ownership of the

Promoters. The Society shall not have right of any kind on the said unsold and unallotted flats/inventories of the Project.

19.2 Promoter shall be inducted as a member of said society for unsold units upon conveyance of said Land to society.

19.3 Promoter shall be entitled to sell the unsold units in said project without any separate permission or consent of society and the members of society. The prospective Allottees of such unsold units shall be inducted by the society as members and no objection shall be raised either by existing members or the society.

19.4 Allottees or society shall not be entitled to demand any transfer charge or Membership charges or any other sum of any nature from the Promoter and/or the prospective Allottees for the transfer of unsold units by the Promoter to prospective Allottees.

19.5 The Promoter shall be entitled to retain all unallotted parking spaces/systems in the project to itself and allot at its sole discretion to any members of the project. The society shall acknowledge all such allotments one by one by the promoter at any later stage without raising disputes/claims of any nature.

19.6 The Promoters shall be entitled to mortgage the unsold units of the said project with the financial institutions without any separate NOC from society or the members of society.

19.7 The Promoter is entitled to all the rights of being a member of society i.e. right to attend meetings, right to vote in the meeting etc.

19.8 The Allottee hereby further undertake that at the point of time when there is Lease Deed/Deed of Assignment/ Conveyance Deed being prepared, the Promoters shall add the above mentioned conditions in the Conveyance Deed.

The said clause shall be binding on the entire Society and its members. The draft of said Conveyance Deed shall be prepared by the Promoter.

20. POST POSSESSION OBLIGATIONS OF ALLOTTEES:

Allottees himself/themselves with intention to bring all persons into whosoever hands the said Flat may come, hereby covenant with the Promoter as follows:

- (a) To maintain the said Flat at Allottees own cost in good tenantable repair condition from the date of possession of the said Flat is taken and shall not do or suffered to be done anything in or to the building or to the exterior or elevation of the building in which the said Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the said Flat is situated and the said Flat itself or any part thereof.
- (b) Not to store in the said Flat 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 said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the said Flat is situated. In case any damage is caused to the building in which the said Flat is situated, on account of negligence or default of the Allottees on this behalf, the Allottees shall be liable for the consequences of the breach.
- (c) To carry out at his own cost all regular maintenance and internal repairs to the said Flat and maintain the said Flat in the same conditions, state and order in which it was delivered by the Promoter to the Allottees and shall not do or suffering to be done anything in or to the building in which the said Flat is situated or the said Flat which may be given in the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event

of the Allottees committing any act in contravention of the above provision, the Allottees 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 said Flat 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 said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat is situated and shall keep the portion/sewers, drains pipes in the said Flat and appurtenances thereto in good tenantable repair condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural components in the said Flat.
- (e) Not to do or permit to be done any act or thing which may tender void or voidable any insurance of the said property and the building in which the said Flat 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 Flat in the compound or any portion of the said property and the building in which the said Flat is situated.
- (g) To bear and pay an 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 said Flat by the Allottees other than specified in this agreement.
- (h) Allottees shall not let, sublet transfer, assign or part with his/their interest or benefit obtained under this Agreement or part with the possession of the said Flat unless it has obtained a 'No Dues Certificate' letter from Promoter. The Promoter shall issue such

Certificate if all the dues payable by the Allottees to the Promoter under this Agreement are fully paid up and if the Allottees has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottees has requested in writing to the Promoter. Any transaction of let, sub-let, transfer, assign, sale without obtaining 'No Due Certificate' from Promoter shall be void-ab-initio. The Allottees shall obtain such permission from said society after the right of said Land is conveyed to the said society.

- (i) Allottees shall observe and follow all the rules and regulations which the said society 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 said Flats therein as also observe and follow the building rules, regulations and bye-laws for the time being, of the concerned local authority, the Government and other public bodies. The Allottees shall also observe and follow all the stipulations and conditions laid down by the said society regarding the occupation and use of the said Flat 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.
- (j) Till a conveyance of said Land and all building in the said project is executed the Allottees 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 Land and buildings or any part thereof to view and examine the state and conditions thereof, but only after prior notice.
- (k) Allottees are aware that only pet animals such as cat, dog, shall be permitted to be brought in the Society and no other wild, exotic or dangerous animals can be brought into the said property by any member or their visitors. The Promoters have further specifically informed, and the Allottees have clearly understood and agreed that

slaughtering of the animals, treating them in inhuman and cruel manner or any act which amounts cruelty to animals shall not be permitted in the premises.

- (l) Allottees shall at its sole and absolute responsibility and liability maintain the said premises in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said premises are regularly filled with white cement/epoxy to prevent water seepage.
- (m) Allottees hereby in particular agreed to shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water.
- (n) Allottees hereby in particular agreed to rectify/resolve at its own cost any seepage of the water to the Adjacent and/or Below Premises, if the Allottee has made any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen including but not limiting to the regular filing of joints in the tiles in the said premises with white cement/epoxy to prevent water seepage.
- (o) Allottees shall not do any such act or activity which would result in halting the work of either the Phase-1 or the Phase-2.

21. REGISTRATION OF THIS AGREEMENT:

- 21.1** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat unless all amounts as agreed upon in this agreement is paid by the Allottees to the Promoter and unless this agreement is duly stamped under the Maharashtra stamp Act and registered under the Registration Act, 1908. The Allottees shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him. All open space, parking spaces, lobbies, staircases, building terraces,

recreation, multipurpose hall or spaces and club house etc. will remain the property of the Promoter until the said Land and the building thereon is conveyed to the said society.

21.2 Allottees shall present this Agreement with paid Stamp Duty and Registration Fees at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

22. NOTICE:

22.1 All notices to be served on the Allottees and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees and the Promoter, by Registered Post A.D/ speed post/courier. at his/her address specified below: -

ADDRESS OF ALLOTTEES

_____.

Email: _____

ADDRESS OF PROMOTER

M/s Metro Satyam Developers

1204 to 1206, 12th Floor, Maithili's Signet,
Plot no. 39/4, Sector 30A, Vashi,
Navi Mumbai – 400703

AND upon handing over of the possession of the said Flat to the Allottees under this agreement, all the notices on the Allottees shall be served at the address of the unit handed over to the Allottees under this agreement.

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

23. ALLOTTEES UNDERTAKING:

23.1 The Allottees/s undertake hereby gives his/her/their express consent to the Promoters to raise any loan against the said total land and/or the said buildings under construction and to mortgage the same with any bank or bankers or any other financial institutions/s or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Promoters at their own expenses on or before the conveyance of said Land.

23.2 It is clearly understood and so agreed by the Allottees that all the provisions contained herein and the obligations arising hereunder in respect of said entire project shall equally be applicable to and enforceable against any subsequent Allottees of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottees in delay in making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottees that exercise of discretion by the Promoter in the case of one Allottees shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

24.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

24.3 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottees by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottees nor shall the same in any manner prejudice the rights of the Promoter.

25. BINDING EFFECT:

The recitals herein before constitute an integral part of this Agreement and are evidencing the intent of the parties in executing this agreement, and describing the circumstances surrounding its execution. Said recitals are by express reference made a part of the covenants hereof, and this agreement shall be construed in light thereof. The Schedules, Annexure and payment receipt shall be construed as an integral part of this agreement.

26. MATERIAL ADVERSE CHANGE/ CONDITION:

In case of material adverse change in any of the parameters in the said project the parties hereto shall try and amicably modify, alter, settle the matter within themselves.

27 . COMPLIANCE OF LAWS RELATING TO REMITTANCES:

27.1 The Allottees, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of

remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

27.2 The Promoter accepts no responsibility in this regard. The Allottees shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the commercial status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottees and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottees only.

28.INVESTOR CLAUSE

The Allottee has purchased the said Unit as an Investor. The Allottee intends to sell the said unit within a period of one year from the date of this Agreement. In the event the said Unit is sold within one year then the Allottee shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 2015. Without prejudice to the Allottees right as an

Investor, the Allottee may continue to hold the said Unit like any other Allottee if he does not sell it within one year.

29. SEVERABILITY:

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

30. 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.

31. 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.

32. ENTIRE AGREEMENT:

This Agreement, along with its schedules, 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 Flat, as the case may be.

33. JURISDICTION:

All disputes concerning this agreement shall be subject to the jurisdiction of courts in Mumbai.

34. RIGHT TO AMEND:

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

FIRST SCHEDULE

FIRST SCHEDULE-PART A

A piece and parcel of land bearing Survey no. 15 Hissa no. 5 admeasuring 330 sq. mtrs or thereabouts situated at village Rohinjan, Taluka Panvel, District Raigad within the limits of Sub Registrar of Panvel and within the jurisdiction of PMC and bounded as follows:

On or towards North by	:	Survey no. 15 Hissa no.6
On or towards South by	:	Survey no. 15 Hissa no. 8
On or towards East by	:	Survey no. 15 Hissa no.6
On or towards West by	:	Survey no.14 Hissa no. 4

FIRST SCHEDULE-PART B

A piece and parcel of land bearing Survey no. 15 Hissa no. 8 admeasuring 1010 sq. mtrs or thereabouts situated at village Rohinjan, Taluka Panvel, District Raigad within the limits of Sub Registrar of Panvel and within the jurisdiction of PMC and bounded as follows:

On or towards North by	:	Survey no. 15 Hissa no.6
------------------------	---	--------------------------

On or towards South by	:	Survey no. 16
On or towards East by	:	Survey no. 15 Hissa no.6
On or towards West by	:	Survey no.14 Hissa no. 5

FIRST SCHEDULE-PART C

A piece and parcel of land bearing Survey no. 14 Hissa no. 5B admeasuring 1231 sq. mtrs or thereabouts situated at village Rohinjan, Taluka Panvel, District Raigad within the limits of Sub Registrar of Panvel and within the jurisdiction of PMC and bounded as follows:

On or towards North by	:	Survey no. 14 Hissa no.3
On or towards South by	:	Survey no. 16
On or towards East by	:	Survey no. 15 Hissa no.8
On or towards West by	:	Survey no.14 Hissa no. 4 & Survey no.14 Hissa no. 6

FIRST SCHEDULE-PART D

A piece and parcel of land bearing Survey no. 13 Hissa no. 1 admeasuring 228 sq. mtrs or thereabouts situated at village Rohinjan, Taluka Panvel, District Raigad within the limits of Sub Registrar of Panvel and within the jurisdiction of PMC and bounded as follows:

On or towards North by	:	Survey no. 14 Hissa no.6
On or towards South by	:	Road
On or towards East by	:	Survey no. 14 Hissa no.5
On or towards West by	:	Road

FIRST SCHEDULE-PART E

A piece and parcel of land bearing Survey no. 14 Hissa no. 6 admeasuring 500 sq. mtrs or thereabouts and bounded as follows:

On or towards North by	:	Survey no. 14 Hissa no.5
------------------------	---	--------------------------

On or towards South by	:	Survey no. 13 Hissa no.1
On or towards East by	:	Survey no. 16
On or towards West by	:	Survey no.14 Hissa no. 4

FIRST SCHEDULE-PART F

A piece and parcel of land bearing Survey no. 15 Hissa no. 6 admeasuring 4600 sq. mtrs or thereabouts situated at village Rohinjan, Taluka Panvel, District Raigad within the limits of Sub Registrar of Panvel and within the jurisdiction of PMC and bounded as follows:

On or towards North by	:	Survey no. 15 Hissa no.5
On or towards South by	:	Survey no. 15 Hissa no.10
On or towards East by	:	Survey no. 15 Hissa no.7
On or towards West by	:	Survey no.15 Hissa no.8

FIRST SCHEDULE-PART G

(the "**Land**")

All those pieces and parcels of land being Land 1, Land 2, Land 3, Land 4 Land 5 and Land 6 together admeasuring 7949 sq. meters and thereabout situated at village Rohinjan, Taluka Panvel, District Raigad within the limits of Sub Registrar of Panvel and within the jurisdiction of PMC being:

On or towards North by	:	Survey no. 15 Hissa no.5
On or towards South by	:	Survey no. 15 Hissa no.10
On or towards East by	:	Survey no. 15 Hissa no.7
On or towards West by	:	Survey no.15 Hissa no.8

SECOND SCHEDULE

(the "**Project**")

A residential cum commercial project to be developed on said Land described in First Schedule herein above consisting of wing A, wing B and wing C having [Ground to 5th floor podium parking] + [6th Landscaped Amenities] + [7th to 36th residential floor) total built up area of _____ sq. meters and commercial building of Ground + 1st floor having BUA of 731.365 sq. meters. That 7 commercial units of commercial building and ____ residential flats of wing A, wing B and C together have BUA of 38,092.494 sq. meters.

THIRD SCHEDULE

(the "***Phase-1***")

A residential cum commercial project to be developed on said Land described in First Schedule herein above consisting of wing A and wing B having [Ground to 3rd floor podium parking] + [4th Landscaped Amenities] + [5th to 23th residential floor] total built up area of 19544.242 sq. meters and commercial building of Ground + 1st floor having BUA of 731.365 sq. meters. That 7 commercial units of commercial building and 298 residential flats of wing A & wing B together have BUA of 18812.877 sq. meters.

FOURTH SCHEDULE

(the "***Project Amenities***")

FIFTH SCHEDULE

(the "***Flat***")

Residential unit bearing Flat No. ____ admeasuring ____ sq. meters RERA Carpet area on the __Floor in Building/Wing no."__" in the Project Known as "_____" being constructed on the said Land more particularly described in First Schedule hereinabove.

SIXTH SCHEDULE

PAYMENT OF CONSIDERATION

Sr.No	Event/ Stage of payment	Percentage (%) of payment
1.	Booking and registration	_____%
2.	On Commencement of foundation	_____%
3.	On Completion of Plinth	_____%
4.	On Commencement of 1 st Slab	_____%
5.	On Commencement of 3 rd Slab	_____%
6.	On Commencement of 4 th Slab	_____%
7.	On Commencement of 5 th Slab	_____%
8.	On Commencement of 6 th Slab	_____%
9.	On Commencement of 7 th Slab	_____%
10.	On Commencement of 8 th Slab	_____%
11.	On Commencement of 9 th Slab	_____%
12.	On Commencement of 10 th Slab	_____%
13.	On Commencement of 11 th Slab	_____%
14.	On Commencement of 12 th Slab	_____%
15.	On Commencement of 13 th Slab	_____%
16.	On Commencement of 14 th Slab	_____%
17.	On Commencement of 15 th Slab	_____%

18.	On Commencement of 16 th Slab	_____ %
19.	On Commencement of 17 th Slab	_____ %
20.	On Commencement of 18 th Slab	_____ %
21.	On Commencement of 19 th Slab	_____ %
22.	On Commencement of 20 th Slab	_____ %
23.	On Commencement of 21 st Slab	_____ %
24.	On Commencement of 23 rd Slab	
25.		
26.	On Completion of Brickwork work	_____ %
27.	On Finishing	_____ %
28.	On Commencement of Internal Plastering work of the said flat	
29.	On Commencement of Concealing of Internal Electric & Plumbing work of the said flat	
30.	On Commencement of External Plaster	
31.	On Possession	_____ %
	TOTAL	100%

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN

SIGNED AND DELIVERED BY THE WITHIN NAMED "PROMOTER"

M/S METRO SATYAM DEVELOPERS through the hands of its Partner

	Signature	Thumb Impression	Photo

In the presence of:

1. _____

2. _____

SIGNED AND DELIVERED by the within named "ALLOTTEES"

	Signature	Thumb Impression	Photo

In the presence of:

1. _____

2. _____

List of Annexures

- A. Copy of layout plan of Land
- B. Copy of said Amended Development Permission
- C. Copy of Title Certificate
- D. Copy of RERA registration certificate
- E. Copy of layout plan of said flat
- F. List of fittings, fixtures to be used in flat

Housiey.com

RECEIPT

Received _____ with _____ thanks _____ from _____ Allottees
_____ Adults,
and _____ Indian _____ Inhabitant, _____ residing _____ at,
_____ has paid a sum of Rs.
_____/ - (Rupees _____ Only) as
_____ consideration as per terms & conditions of this Agreement for
Sale of FlatNo. _____, on _____ floor in
Building/Wing No. '_____' in the project known as "_____" to be constructed on
all that piece and parcel of Land more particularly described in FIRST SCHEDULE.

Date	Cheque No.	Bank & Branch Name	Amount
Total			/-

Date: _____

Place: Navi Mumbai

For, M/S METRO SATYAM DEVELOPERS

Through Partner

Shri_____