

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai on this ____ day of _____ 2023,

BETWEEN;

M/S. METRO INFRASTRUCTURE, a partnership Firm, through its Partner **Mr. SANDEEP BHOSALE**, aged 41 years, having Office at Room no. 8 , Manusmruti, R.R.T Road, Mulund (W), Mumbai 400 080 hereinafter called "**THE PROMOTER / DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof mean and include its Partners for the time being constituting the said firm , its survivors and heirs , executors , assignee , administrator of last surviving partners) of the **ONE PART**;

AND

1) _____ Aged ____ Years, residing at _____ hereinafter herein after called "**THE FLAT/SHOP/ OFFICE PURCHASER**" (Which expression shall unless repugnant to the context or meaning thereof mean and include his/her heirs, executors, administrators and assigns) of the **OTHER PART**.

a) Vide deed of conveyance dated 16th December 2010 and registered on 28th June 2011 at the office of Sub registrar of assurance Kurla – 1, under serial number BDR3/7040/2011 Mr. James Samuel sold the land to bearing C.T.S. No. 664, 664 1 to 9, admeasuring 756.40 Sq Meters together with structure standing thereon (hereinafter referred to as “the said Plot A”) situate at JSD Road, Near Mulund Court, Mulund (West) , Mumbai-400080 to Shri Anandkumar Hiralal Dargar HUF on terms and condition stated therein.

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b) By Development Agreement Dated _____ Shri. Anandkumar Hiralal Dargar HUF has granted Development Right of the said Plot A to **M/S METRO INFRASTRUCTURE** on terms and condition stated therein.

c) Vide Deemed Conveyance dated 20th August 2015 made between M/s. Builders Corporation through its partners 1). Shri Chandrasekhar Suryanarayan Singh, 2) Shri. Devji Waghji Patel and 3). Shri Gurudayal Singh Jamal Singh Cohenia, all therein called "THE VENDOR" of First Part and Mulund Maheshwari Villa Co-Operative Housing Society Ltd therein called "THE PURCHASER" of Second Part, M/s. Builders Corporation conveyed the Land admeasuring 827.40Sq mtr bearing C.T.S. No. 666, 666/1 to 10 of Village Mulund (West), Taluka Kurla , Mumbai Suburban District together with building standing thereon known as Mulund Maheshwari Villa Co-Operative Housing Society Ltd., situate at J.S.D. Road, Mulund (West), Mumbai-400080 (hereinafter for the sake of brevity referred to as "the said Plot B") to Mulund Maheshwari villa Co-Operative Housing Society Ltd and the same is registered on 2nd September 2015 at the office of Sub-Registrar of Assurance at Kurla 2 under SR. No.2/8247/2015.

d) Mulund Maheshwari villa Co-Operative Housing Society Ltd has grant Development Right of the said Plot B to Metro Infrastructure vide Agreement dated 09th May 2016 and the same is registered on the same day at the office of Sub-Registrar of Assurance at Kurla 4 under SR. No. 4/4430/2016. The Society through his managing committee has also granted registered Power of Attorney to Metro Infrastructure to do all acts, matter and thing in connection with redevelopment of the said property.

e) Land admeasuring 846.00 Sq. Meter bearing C.T.S. No. 665, 676 (PT) of Village Mulund (West), Taluka Kurla, Mumbai Suburban District together with structures standing thereon belonging to the Government and situated at J.S.D. Road, Mulund (West), Mumbai -400080 (hereinafter for the sake of brevity referred to as "the said Plot C").

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f) The Occupants residing therein have come together and formed a proposed society namely known as “Shreepad Co Operative Housing Society” and granted consent to the Developer herein to develop the said Plot C as per Development Agreement dated 16/07/2016 on terms and conditions therein stated

g) The Developer has amalgamate the said Plot A, Plot B and the said Plot C **(for the plot A, B and Plot C collectively referred to as “The Said Project Land”)** and has submitted the Scheme to Slum Rehabilitation Authority (herein referred to as SRA), SRA has approved the scheme and has granted the Revised Letter of Intent (LOI) for the Proposed S.R. Scheme bearing No. **SRA/ENG/2940/T/PL&STGL/LOI** dated 12th November 2020 and has issued Intimation of Approval (IOA) bearing No. **SRA/ENG/T/PVT&STGOVT/0101/20170622/AP** dated 08th December 2020, along with approved plans and has further issued Commencement Certificate (CC) bearing No. **T/PVT&STGOVT/0101/20170622/AP/C** dated 22nd December 2022.

AND WHEREAS the Promoter / Developer propose to construct multi storied building consisting of Ground plus ___ upper floors on the said land and to sell the premises therein to the prospective purchasers of their choice, to form co-operative housing society or any other central body organization of all the premises holders of their respective premises and ultimately convey the land and building to said society or any other central body organization of all the premises holders.

AND WHEREAS the Promoter / Developer herein have submitted plan and same has been approved by Slum Re-habilitation Authority (herein after referred as to “SRA”) to develop the said property under the Regulation 33(10) & 33 (11) of DCPR 2034 of the Development control Rules (DCR) of Municipal Corporation of Greater Mumbai in conformity with Slum Re-habilitation Scheme of S.R.A. by constructing new building by utilizing the entire floor space index (FSI), Fungible FSI and Transferable Development Rights (TDR) which may be available in

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respect thereof at present or in the Future including by way of amendment to the rules regulations or bye-laws under the competent authorities, Maharashtra Slum Areas (Improvement, Clearance and Re-development Act 1971).

AND WHEREAS the Promoter / Developer declares that they intend to club under Clause 7.7 of Appendix – IV under Reg. 33(10) & 33(11), the approved Scheme with another S.R Scheme and may shift a part of or the entire PTC BUA to the other scheme and in lieu of which it will be entitled to additional sale area together with the fungible BUA there on which the Promoter may utilize partly or fully in the proposed building resulting in additional floors to be constructed on the proposed building. The purchaser acknowledges and gives his consent for the same and shall not be entitled to raise any objection in respect of utilization of the additional Sale BUA together with fungible floor space index.

AND WHEREAS the Promoter / Developer 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;

AND WHEREAS the Promoter / Developer has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter / Developer accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the conveyance the Promoter / Developer has sole and exclusive right to sell the Premises in the said building/s to be constructed by the Promoter / Developer on the project land and to enter into Agreement/s with the Flat / Shop / Office Purchaser/s of the Premises and to receive the sale consideration in respect thereof;

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AND WHEREAS on demand from the Flat / Shop / Office Purchaser , the Promoter / Developer has given inspection to the Flat / Shop / Office Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter / Developer's Architects Messrs Speco Architect 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;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter / Developer, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter / Developer to the project land on which the Premises are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS 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.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter / Developer 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,

AND WHEREAS the authenticated copies of the plans and specifications of the Premises agreed to be purchased by the Flat / Shop / Office Purchaser , as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

AND WHEREAS the Promoter / Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in **Annexure 'E'**;

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AND WHEREAS the Promoter / Developer 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.

AND WHEREAS 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 / Developer 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.

AND WHEREAS the Promoter / Developer has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Flat / Shop / Office Purchaser is offered an Premises more particularly described in the Fourth Schedule herein under written admeasuring about ____ sq.ft. (carpet area) bearing number ____ on the ____ floor, (herein after referred to as the said "Premises") in the Building Known as **SARASWATI SQUARE** (herein after referred to as the said Building") to be constructed/ being constructed by the Promoter / Developer.

AND WHEREAS the carpet area of the said Premises is ____ square meters and "carpet area" means the net usable floor area of an Premises , excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Flat / Shop / Office Purchaser or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Flat / Shop / Office Purchaser , but includes the area covered by the internal partition walls of the Premises .

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AND WHEREAS, 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;

AND WHEREAS, prior to the execution of these presents the Flat / Shop / Office Purchaser has paid to the Promoter / Developer a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Premises agreed to be sold by the Promoter / Developer to the Flat / Shop / Office Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter / Developer both hereby admit and acknowledge) and the Flat / Shop / Office Purchaser has agreed to pay to the Promoter / Developer the balance of the sale consideration in the manner hereinafter appearing.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter /Developer hereby agrees to sell and the Flat / Shop / Office Purchaser.

AND WHEREAS under Section 13 of the said Act, the developers is required to execute a written Agreement for sale of the said Premises to the Purchaser and also to register the same under the Registration Act 1908.

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

The Promoter / Developer proposed to construct the said building/s consisting of Service basement, ground plus ____upper floors on the project land in accordance with the plans, designs and specifications as approved by the Municipal/ SRA/ Competent Authorities under No. **T/PVT&STGOVT/0101/20170622/AP/C** and which have been seen and approved by the Flat/Shop / Office Purchaser with only such variations and modifications as the Developers may consider necessary or as may be required by the concerned local authority, the Government to be made in them or any of them.

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Provided that the Promoter / Developer shall have to obtain prior consent in writing of the Flat / Shop / Office Purchaser in respect of variations or modifications which may adversely affect the Premises of the Flat / Shop / Office Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1(a) The Flat / Shop / Office Purchaser hereby agrees to purchase from the Promoter / Developer and the Promoter / Developer hereby agrees to sell to the Flat / Shop / Office Purchaser being Flat / Shop / Office No. of the type of carpet area admeasuring sq. meters on floor in the building _____/wing (hereinafter referred to as "the said Premises") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Fourth Schedule** annexed herewith .

1(b) The total aggregate consideration amount for the Premises including the proportionate price of the common areas and facilities appurtenant to the premises .

1(c) The Flat / Shop / Office Purchaser has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter / Developer the balance amount of Rs(Rupees) in the following manner :-

i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter / Developer after the execution of Agreement

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ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter / Developer on completion of the Plinth of the building or wing in which the said Premises is located.

iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter / Developer on completion of the slabs including podiums and stilts of the building or wing in which the said Premises is located.

iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter / Developer on completion of the walls, internal plaster, floorings doors and windows of the said Premises .

v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter / Developer on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises .

vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter / Developer on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Premises is located.

vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter / Developer 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 or wing in which the said Premises is located.

viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Premises to the Flat / Shop / Office Purchaser on or after receipt of occupancy certificate or completion certificate.

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1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter / Developer by way of GST, SD, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter / Developer) up to the date of handing over the possession of the Premises].

1(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 / Developer / Developers undertakes and agrees that while raising a demand on the Flat / Shop / Office Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter / Developer 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 Flat / Shop / Office Purchaser, which shall only be applicable on subsequent payments.

1(f) The Promoter / Developer may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Flat / Shop / Office Purchaser by discounting such early payments @ ____ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Flat / Shop / Office Purchaser by the Promoter / Developer.

1(g) The Promoter / Developer shall confirm the final carpet area that has been allotted to the Flat / Shop / Office Purchaser 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 / Developer. If there is any reduction in the carpet area within the defined limit then Promoter / Developer shall refund the excess money paid by Flat / Shop / Office Purchaser

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within forty-five days, from the date when such an excess amount was paid by the Flat / Shop / Office Purchaser . If there is any increase in the carpet area allotted to Flat / Shop / Office Purchaser , the Promoter / Developer shall demand additional amount from the Flat / Shop / Office Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Flat / Shop / Office Purchaser authorizes the Promoter / Developer 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 / Developer may in its sole discretion deem fit and the Flat / Shop / Office Purchaser undertakes not to object/demand/direct the Promoter / Developer / Developers to adjust his payments in any manner.

2.1 The Promoter / Developer 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 Premises to the Flat / Shop / Office Purchaser , obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises .

2.2 Time is essence for the Promoter / Developer as well as the Flat / Shop / Office Purchaser . The Promoter / Developer shall abide by the time schedule for completing the project and handing over the Premises to the Flat / Shop / Office Purchaser and the common areas to the association of the Flat / Shop / Office Purchaser after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Flat / Shop / Office Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter / Developer as provided in clause 1(c) herein above. (“Payment Plan”).

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3. The Promoter / Developer hereby declares that the Floor Space Index available as on date in respect of the project land is _____square meters only and Promoter / Developer has planned to utilize Floor Space Index of _____ 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 / Developer has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Flat / Shop / Office Purchaser has agreed to purchase the said Premises based on the proposed construction and sale of Premises to be carried out by the Promoter / Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter / Developer only.

4.1 If the Promoter / Developer fails to abide by the time schedule for completing the project and handing over the Premises to the Flat / Shop / Office Purchaser, the Promoter / Developer agrees to pay to the Flat / Shop / Office Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Flat / Shop / Office Purchaser , for every month of delay, till the handing over of the possession. The Flat / Shop / Office Purchaser agrees to pay to the Promoter / Developer, interest as specified in the Rule, on all the delayed payment which become due and payable by the Flat / Shop / Office Purchaser to the Promoter / Developer under the terms of this Agreement from the date the said amount is payable by the Flat / Shop / Office Purchaser (s) to the Promoter / Developer.

4.2 Without prejudice to the right of Promoter / Developer to charge interest in terms of sub clause 4.1above, on the Flat / Shop / Office Purchaser committing default in payment on due date of any amount due and payable by the Flat / Shop / Office Purchaser to the Promoter / Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Flat / Shop / Office Purchaser committing three defaults of

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payment of installments, the Promoter / Developer shall at his own option, may terminate this Agreement:

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

5. 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 / Developer in the said building and the Premises as are set out in **Annexure 'F'**, annexed hereto.

6. The Promoter / Developer shall give possession of the Premises to the Flat / Shop / Office Purchaser on or before _____. If the Promoter / Developer fails or neglects to give possession of the Premises to the Flat / Shop / Office Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter / Developer shall be liable on demand to refund to the Flat / Shop / Office Purchaser the amounts already received by him in respect of the Premises with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter / Developer received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter / Developer shall be entitled to reasonable extension of time for giving delivery of Premises on the aforesaid date, if the completion of building in which the Premises 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.

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7.1 Procedure for taking possession - The Promoter / Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Flat / Shop / Office Purchaser as per the agreement shall offer in writing the possession of the Premises to the Flat / Shop / Office Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter / Developer shall give possession of the [Premises] to the Flat / Shop / Office Purchaser . The Promoter / Developer agrees and undertakes to indemnify the Flat / Shop / Office Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter / Developer. The Flat / Shop / Office Purchaser agree(s) to pay the maintenance charges as determined by the Promoter / Developer or association of Flat / Shop / Office Purchaser , as the case may be. The Promoter / Developer on its behalf shall offer the possession to the Flat / Shop / Office Purchaser in writing within 7 days of receiving the full occupancy certificate of the Project.

7.2 The Flat / Shop / Office Purchaser shall take possession of the Premises within 15 days of the written notice from the promoter / Developer to the Flat / Shop / Office Purchaser intimating that the said Premises are ready for use and occupancy:

7.3 Failure of Flat / Shop / Office Purchaser to take Possession of [Premises]: Upon receiving a written intimation from the Promoter / Developer as per clause 7.1, the Flat / Shop / Office Purchaser shall take possession of the Premises from the Promoter / Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter / Developer shall give possession of the Premises to the Flat / Shop / Office Purchaser . In case the Flat / Shop / Office Purchaser fails to take possession within the time provided in clause 7.1 such Flat / Shop / Office Purchaser shall continue to be liable to pay maintenance charges as applicable.

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7.4 If within a period of five years from the date of handing over the Premises to the Flat / Shop / Office Purchaser , the Flat / Shop / Office Purchaser brings to the notice of the Promoter / Developer any structural defect in the Premises or the building in which the Premises 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 / Developer at his own cost and in case it is not possible to rectify such defects, then the Flat / Shop / Office Purchaser shall be entitled to receive from the Promoter / Developer, compensation for such defect in the manner as provided under the Act.

8. The Flat / Shop / Office Purchaser shall use the Premises or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business.(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Flat / Shop / Office Purchaser along with other Flat / Shop / Office Purchaser (s)s of Premises in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter / Developer may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter / Developer within seven days of the same being forwarded by the Promoter / Developer to the Flat / Shop / Office Purchaser , so as to enable the Promoter / Developer to register the common organization of Flat / Shop / Office Purchaser . No objection shall be taken by the Flat / Shop / Office Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

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9.1 The Promoter / Developer shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter / Developer and/or the owners in the said structure of the Building or wing in which the said Premises is situated.

9.2 The Promoter / Developer shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter / Developer and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter / Developer to the Flat / Shop / Office Purchaser that the Premises is ready for use and occupancy, the Flat / Shop / Office Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) 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 management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Flat / Shop / Office Purchaser shall pay to the Promoter / Developer such proportionate share of outgoings as may be determined. The Flat / Shop / Office Purchaser further agrees that till the Flat / Shop / Office Purchaser 's share is so determined the Flat / Shop / Office Purchaser shall pay to the Promoter / Developer provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Flat / Shop / Office Purchaser to the Promoter / Developer shall not carry any interest and remain with the Promoter / Developer until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid.

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On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter / Developer to the Society or the Limited Company, as the case may be.

10. The Flat / Shop / Office Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter / Developer, 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 Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout.

11. The Flat / Shop / Office Purchaser shall pay to the Promoter / Developer a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter / Developer 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.

12. At the time of registration of conveyance of the building/ lease of the structure of the building or wing of the building, the Flat / Shop / Office Purchaser shall pay to the Promoter / Developer, the Flat / Shop / Office Purchaser share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or

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any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Flat / Shop / Office Purchaser shall pay to the Promoter / Developer, the Flat / Shop / Office Purchaser s' share of stamp duty and registration charges payable, by the said Apex Body or Federation 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 or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER / DEVELOPER

The Promoter / Developer hereby represents and warrants to the Flat / Shop / Office Purchaser as follows:

- i. The Promoter / Developer has clear and marketable title with respect to the project land; 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;
- ii. The Promoter / Developer 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;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. 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 / Developer has been and shall, at all

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times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;”

vi. The Promoter / Developer 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 Flat / Shop / Office Purchaser created herein, may prejudicially be affected;

vii. The Promoter / Developer 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 [Premises] which will, in any manner, affect the rights of Flat / Shop / Office Purchaser under this Agreement;

viii. The Promoter / Developer confirms that the Promoter / Developer is not restricted in any manner whatsoever from selling the said Premises to the Flat / Shop / Office Purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of Flat / Shop / Office Purchaser s the Promoter / Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Flat / Shop / Office Purchaser s;

x. The Promoter / Developer 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;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter / Developer in respect of the project land and/or the Project except those disclosed in the title report.

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xii. In the event of co-operative Society being formed and registered before the sale and disposal by the Developer of all the flats and premises in the said building, power and authority of the Co-operative Society so formed shall be subject to the overall authority and control of the Developer in respect of any of the matters concerning the said building, construction and completion thereof and the Developer shall have full and absolute authority and control as regards unsold flats in the said building.

xiii. In case, the Deed of Conveyance hereby contemplated is executed in favour of the Co-operative Society before the disposal by the Developer all the Flats and other premises then in such case the Developer shall join in as the promoters/members in respect of such unsold flats and premises and when such flats and premises are sold at the discretion of the Developer, Co-operative Society shall admit such purchasers as members of the Society on payment of entrance fee of Rs.100/- and share money of Rs. 500/- only without charging any premium or other extra amount whatsoever.

14. The Flat / Shop / Office Purchaser /s or himself/themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the Promoter / Developer as follows :-

i. To maintain the Premises at the Flat / Shop / Office Purchaser 's own cost in good and tenantable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the building in which the Premises 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 Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Premises 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 Premises 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

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or any other structure of the building in which the Premises is situated, including entrances of the building in which the Premises is situated and in case any damage is caused to the building in which the Premises is situated or the Premises on account of negligence or default of the Flat / Shop / Office Purchaser in this behalf, the Flat / Shop / Office Purchaser shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoter / Developer to the Flat / Shop / Office Purchaser and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises 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 Flat / Shop / Office Purchaser committing any act in contravention of the above provision, the Flat / Shop / Office Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Premises 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 Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises 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 Premises 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 Premises without the prior written permission of the Promoter / Developer and/or the Society or the Limited Company.

v. 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 Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the project land and the building in which the Premises is situated.

vii. Pay to the Promoter / Developer within fifteen days of demand by the Promoter / Developer, 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 Premises is situated.

viii. 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 Premises by the Flat / Shop / Office Purchaser for any purposes other than for purpose for which it is sold.

ix. The Flat / Shop / Office Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Flat / Shop / Office Purchaser to the Promoter / Developer under this Agreement are fully paid up.

x. The Flat / Shop / Office Purchaser 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 Premises 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 Flat / Shop / Office Purchaser 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 Premises 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.

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xi. Till a conveyance of the structure of the building in which Premises is situated is executed in favour of Society/Limited Society, the Flat / Shop / Office Purchaser shall permit the Promoter / Developer 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.

xii. Till a conveyance of the project land on which the building in which Premises is situated is executed in favour of Apex Body or Federation, the Flat / Shop / Office Purchaser shall permit the Promoter / Developer 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.

xiii. The flat Purchaser shall not blame SRA for inadequate/substandard sizes of rooms in future and no claim/damages can be made against CEO (SRA) and the staff with regarding the same.

xiv. The flat Purchaser shall also note that if the building is constructed with deficient open space and no claim/damages , risks can be made against CEO (SRA) and its staff with regards the same.

xv. The flat Purchaser shall not blame SRA for failure of mechanical parking system in future and no claim/damages can be made against CEO (SRA) and the staff with regarding the same.

15. The Promoter / Developer shall maintain a separate account in respect of sums received by the Promoter / Developer from the Flat / Shop / Office Purchaser as advance or deposit, sums received on account of the share capital for the 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.

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16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Flat / Shop / Office Purchaser shall have no claim save and except in respect of the Premises 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 / Developer until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER / DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter / Developer executes this Agreement he shall not mortgage or create a charge on the *[Premises] 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 Flat / Shop / Office Purchaser who has taken or agreed to take such Premises .

18. BINDING EFFECT

Forwarding this Agreement to the Flat/Shop/Office Purchaser by the Promoter / Developer does not create a binding obligation on the part of the Promoter / Developer or the Flat/Shop/Office Purchaser until, firstly, the Flat/Shop/Office Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 days from the date of 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 30 (thirty) 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.

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19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises /plot/building, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO FLAT / SHOP / OFFICE PURCHASER / SUBSEQUENT FLAT / SHOP / OFFICE PURCHASERS

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 Flat / Shop / Office Purchaser s of the [Premises], in case of a transfer, as the said obligations go along with the Premises for all intents and purposes.

22. 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 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.

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

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

24. 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.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter / Developer through its authorized signatory at the Promoter / Developer's Office, or at some other place, which may be mutually agreed between the Promoter / Developer and the Flat / Shop / Office Purchaser, in after the Agreement is duly executed by the Flat / Shop / Office Purchaser and the Promoter / Developer 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.

26. The Flat / Shop / Office Purchaser and/or Promoter / Developer 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 / Developer will attend such office and admit execution thereof.

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

Name of Flat / Shop / Office Purchaser
(Flat / Shop / Office Purchaser's Address)

Notified Email ID: _____

M/s Promoter / Developer name
(Promoter / Developer Address)

Notified Email ID: _____

It shall be the duty of the Flat / Shop / Office Purchaser and the Promoter / Developer 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 / Developer or the Flat / Shop / Office Purchaser , as the case may be.

28. JOINT FLAT / SHOP / OFFICE PURCHASER S

That in case there are Joint Flat / Shop / Office Purchaser s all communications shall be sent by the Promoter / Developer to the Flat / Shop / Office Purchaser 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 Flat / Shop / Office Purchaser.

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the Flat / Shop / Office Purchaser .

30. Dispute Resolution :- 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.

PROMOTER / DEVELOPER	PURCHASER/S
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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 and the _____ courts will have the jurisdiction for this Agreement

IN WITNESSESS WHEREOF the parties hereto have hereunto set and subscribed their respective signatures and seal the day and year first hereinabove written.

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THE FIRST SCHEDULE ABOVE REFERRED TO

PLOT A

ALL THAT piece of land bearing C.T.S. No. 664, 664 1 to 9, admeasuring 756.40 Sq Meters together with structure standing thereon (hereinafter referred to as “the said Plot A”) situate at JSD Road, Near Mulund Court, Mulund (West) , Mumbai-400080 and within the limits of T ward of Municipal Corporation of Greater Mumbai.

THE SECOND SCHEDULE ABOVE REFERRED TO

PLOT B

ALL THAT piece of Land admeasuring 827.40Sq mtr bearing C.T.S. No. 666, 666/1 to 10 of Village Mulund (West), Taluka Kurla , Mumbai Suburban District together with building standing thereon known as Mulund MaheshwariVilla Co-Operative Housing Society Ltd., situate at J.S.D. Road, Mulund (West), Mumbai-400080 and within the limits of T ward of Municipal Corporation of Greater Mumbai.

THE THIRD SCHEDULE ABOVE REFERRED TO

PLOT C

ALL THAT piece of Land admeasuring 846.00 Sq. Mtr bearing C.T.S. No. 665, 676 (PT) of Village Mulund (West), Taluka Kurla, Mumbai Suburban District together with structures standing thereon belonging to the Government and situated at J.S.D. Road, Mulund (West), Mumbai -400080 and within the limits of T ward of Municipal Corporation of Greater Mumbai.

THE FOURTH SCHEDULE ABOVE REFERRED TO

Flat/Shop/Office premises bearing No. ____ admeasuring about ____ **Ft. carpet area** on the ____ floor of the building known as **Saraswati Square** to be constructed on piece of land more particularly described in the FIRST, SECOND and THIRD SCHEDULE hereinabove written.

PROMOTER / DEVELOPER	PURCHASER/S
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ANNEXURE "A"
TITLE CERTIFICATE

ANNEXURE "B"
Copies of property card or 7/12 or any other Revenue
Records showing nature of the Title to the land.

ANNEXURE - "C-1"
Plans of the Layout as approved by the concerned Local Authority.

ANNEXURE - "C-2"
Plans of the Layout of Building and open space as proposed by the
Promoter / Developer

ANNEXURE "D"
Copy of the plans and specifications of the premises
as approved .

ANNEXURE "E"
Registration certificate of RERA

ANNEXURE "F"
Specifications and amenities for the Premises.

PROMOTER / DEVELOPER	PURCHASER/S
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SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED THE PROMOTER/ DEVELOPER
M/S METRO INFRASTRUCTURE
PAN NO. ABCFM9618H
THROUGH ITS AUTHORISED PARTNER
SHRI SANDEEP SHANKARRAO BHOSALE
PAN No. ANHPB6045N
IN THE PRESENCE OF

1.SIGN
NAME
ADDRESS
2. SIGN
NAME
ADDRESS

SIGNED, SEALED & DELIVERED
BY THE WITHIN NAMED
FLAT/SHOP / OFFICE PURCHASER

PAN. NO.

PAN NO.
IN THE PRESENCE OF

1.SIGN
NAME
ADDRESS
2. SIGN
NAME
ADDRESS

PROMOTER / DEVELOPER	PURCHASER/S
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RECEIPT

Received from the Flat/Shop / Office Purchaser a sum of Rs. ____/-
(Rupees _____ Only) being part consideration of Flat/ Shop
Office as stated herein above as under:

D/D Cheque No.	Date.	Bank	Amount
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Witnesses

- 1.
- 2.

WE SAY RECEIVED

DEVELOPERS

Housiey.com

PROMOTER / DEVELOPER	PURCHASER/S
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RECEIPT

Received from the Flat/Shop / Office Purchaser a sum of Rs. _____/- (Rupees _____ Only) being part/ full consideration of stilt, podium/ close parking No_____ as stated in clause No._____

Witnesses

- 1.
- 2.

WE SAY RECEIVED

DEVELOPERS

Housiey.com

PROMOTER / DEVELOPER	PURCHASER/S
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DATED THIS DAY OF 2023

M/S. METRO INFRASTRUCTURE
PROMOTER DEVELOPER

AND

SHRI/ SMT

FLAT/ SHOP/OFFICE PURCHASER

AGREEMENT FOR SALE

Flat / Shop/Office No. ____

On the ____ Floor, _____Wing

of the Building **Saraswati Square**

situate at J.S.D Road, Mulund

(W), Mumbai- 400 080

ADVOCATE SHEKHAR K. VAIDYA

Akanksha, 1st floor,

Sane guruji Nagar,

Mulund (East)

Mumbai 400 081.

PROMOTER / DEVELOPER	PURCHASER/S
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