

## AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** ("Agreement") is made and entered into at Navi Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

### BY AND BETWEEN

**M/S. METROSATYAM BUILDERS LLP** (PAN ABTFM2143E) a Limited Liability Partnership firm incorporated under Limited Liability Partnership Act, 2008 having its registered office at Office no.1204, 12<sup>th</sup> Floor, Maithili's Signet, Plot no. 39/4, Sector 30A, Vashi, Navi Mumbai – 400 705 through its Designated Partners Shri Hitesh Jain and Shri Karan Gulati (the "**Promoter**") (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its Partners, Directors, Shareholders, their successor-in-interest, executors, administrators and permitted assignees) being party of the **FIRST PART**.

**AND**

#### [If the Allottee is individual]

(Name of Individual), Adult, Individual, Aged \_\_\_\_\_, PAN \_\_\_\_\_, Years, having address at \_\_\_\_\_ (the "**Allottee**") (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/ her/ their heirs, successors executors, administrators, assigns and nominees) being party of the **SECOND PART**

[OR]

#### [If the Allottee is Company]

(Name of the Company), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], (CIN no. \_\_\_\_\_), PAN \_\_\_\_\_, having its registered office at \_\_\_\_\_, represented by its authorized signatory, \_\_\_\_\_, duly authorized vide board resolution dated \_\_\_\_\_ (the "**Allottee**") (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its Directors and Shareholders, their successor-in-interest, executors, administrators and permitted assignees) being party of the **SECOND PART**

[OR]

#### [If the Allottee is a Partnership Firm]

(Name of the Partnership), a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) authorized vide letter dated \_\_\_\_\_ (the "**Allottee**") (which

expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) being party of the **SECOND PART**

The **Promoter** and **Allottee** shall hereinafter collectively be referred to as the **"Parties"** and individually as **"Party"**.

**WHEREAS**

- A.** Vide 'Deed of Conveyance' dated 02<sup>nd</sup> March, 2022 Shri Madhukar Dharma Mhatre and six (6) others have sold, transferred and conveyed all their right, title, interest and benefits vested in the land bearing Survey no. 36/4 admeasuring 4100 sq. meters and thereabout ("Plot-1") situated at Village- Rohinjan, Taluka Panvel, District Raigad to the Promoter upon terms and conditions mentioned therein. The said Deed is duly registered by Sub-Registrar Assurances of Panvel-4 at Serial No.2589 of 2022 dated 02<sup>nd</sup> March, 2022. The said Plot-1 is more particularly described in the **FIRST SCHEDULE (PART-A)** hereunder. The said Plot-1 is separately marked in layout plan annexed herewith as **Annexure A**.
  
- B.** Vide 'Deed of Conveyance' dated 02<sup>nd</sup> March, 2022 Shri Vaman Rama Mhatre and nine (9) others have sold their right, title, interest and benefits vested in the land bearing Survey no.36/1/A/2/2/2 admeasuring 2,470 sq. meters and thereabout ("Plot-2") situated at Village- Rohinjan, Taluka Panvel, District Raigad to the Promoter upon terms and conditions mentioned therein. The said Deed is duly registered by Sub-Registrar of Assurances Panvel-4 at Serial No.2591 of 2022 dated 02<sup>nd</sup> March, 2022. The said Plot-2 is more particularly described in the **FIRST SCHEDULE (PART-B)** hereunder. The said Plot-2 is separately marked in layout plan annexed herewith as **Annexure A**.
  
- C.** Vide 'Deed of Conveyance' dated 2<sup>nd</sup> March, 2022 Shri Madhukar Dharma Mhatre and sixteen (16) others have sold their right, title, interest and benefits vested in the said Land bearing Survey no. 36/5 admeasuring 4,550 sq. meters and thereabout ("Plot-3") situated at Village- Rohinjan, Taluka Panvel, District Raigad to the Promoter upon terms and conditions mentioned therein. The said Deed is duly registered by Sub-Registrar of

Assurances Panvel-4 at Serial No.2593 of 2022 dated 02<sup>nd</sup> March, 2022. The said Plot-3 is more particularly described in the **FIRST SCHEDULE (PART-C)** hereunder. The said Plot-3 is separately marked in layout plan annexed herewith as **Annexure A**.

- D.** Vide 'Deed of Conveyance' dated 20<sup>th</sup> July, 2022 Shri Sadashiv Rama Mhatre alias Sadu Rama Mhatre and sixteen (16) others have sold their right, title, interest and benefits vested in the said Land bearing Survey no.36/1/B/3 admeasuring 5,790 sq. meters ("Plot-4") situated at Village-Rohinjan, Taluka Panvel, District Raigad to the Promoter upon terms and conditions mentioned therein. The said Deed is duly registered by Sub-Registrar of Assurances Panvel-4 at Serial No.9348 of 2022 dated 20<sup>th</sup> July, 2022. The said Plot-4 is more particularly described in the **FIRST SCHEDULE (PART-D)** hereunder. The said Plot-4 is separately marked in layout plan annexed herewith as **Annexure A**.
- E.** Vide 'Sale Deed' dated 07<sup>th</sup> November, 2022 the Promoter sold their right, title, interest and benefits vested portion of the land admeasuring 2,500 sq. meters of the said Plot-4 admeasuring 5,790 sq. meters to Associates Enterprises LLP upon terms and conditions mentioned therein and retained balance land admeasuring 3290 sq. meters of the said Plot-4. The said Sale Deed is duly registered by Sub-Registrar of Assurances Panvel-4 at Serial No.13718 of 2022 dated 07<sup>th</sup> November, 2022.
- F.** Vide 'Joint Development Agreement' dated 11<sup>th</sup> May, 2023 Associates Enterprises LLP has granted the development rights of land admeasuring 2,500 sq. meters of the said Plot-4 to the Promoter on terms and conditions mentioned therein. The said Joint Development Agreement is duly registered by Sub-Registrar of Assurances Panvel-4 at Serial No.7848 of 2023 dated 11<sup>th</sup> May, 2023.
- G.** The said Plot 1, 2, 3 and 4 together admeasuring 16,910 sq. meters and collectively referred to as the "**Land**". The said Land is more particularly described in the **FIRST SCHEDULE (PART-E)** hereunder. The copy of layout plan of Plot is annexed herewith as **Annexure A**.
- H.** Promoter has proposed to develop a layout "Residential" project on the said Land by utilizing potential 70,104.70 sq. meters FSI plus TDR available under Unified Development Control and Promotion Regulation, 2020

(“**UDCPR, 2020**”). The Promoter propose to construct one residential building having four wings i.e., Tower A, B, C and D of Twenty-nine (29) habitable floors each, connected with each other upto 5<sup>th</sup> floor plus a separate multi storey Building ‘E’ of + 39 floors by utilising TDR as may be available on the said Land (“**Project**”). The said Project is more particularly described in the SECOND SCHEDULE hereunder. In addition, the Promoter will be providing amenities in the said Project which are more particularly described in annex hereunder. The said Project together with all amenities will constitute the whole project named as “**METRO SATYAM QUEENS NECKLACE**”. The Promoter has proposed to develop the said Project in different phases.

- I.** Vide letter dated 18<sup>th</sup> January, 2023 bearing no.PMC/TP/Rohinjan/36/A/2/2/2/ & Others/ 21-23/16621/167/2023 Panvel Municipal Corporation (“**PMC**”) granted development permission to the Promoter for Tower A, B, C and D (Ground + 1<sup>st</sup> Podium to 5<sup>th</sup> Podium + 6<sup>th</sup> upper floor to 25<sup>th</sup> upper floors) utilizing 41,433.483 sq. meters FSI on terms and conditions mentioned therein.
- J.** Vide letter dated 20<sup>th</sup> June, 2023 bearing reference no. MC/TP/Rohinjan/36/1/A/2/2/2 &Others/21-23/16621/1733/2023, PMC issued ‘Letter of Intent’ to the Promoter for developing said Project on terms and conditions mentioned therein.
- K.** In first phase of the said Project, the Promoter proposes to construct tower ‘A’, ‘B’, ‘C’ and ‘D’ upto 24<sup>th</sup> floor together by utilizing 39,642.126sq. meters FSI (“**Phase-1**”) out of maximum potential 70,104.70 sq. meters FSI available on the said Land. For developing and commencing the construction of the said Phase-1 of Project, the Promoter has got layout plan sanctioned building and commencement certificate from PMC vide letter dated 20<sup>th</sup> October, 2023 bearing reference PMC/TP/Rohinjan/36/1/A/2/2/2 & others/21-23/16621/3043/2023 (the “**CC**”). A copy of the said CC is annexed herewith as **Annexure B**.
- L.** The Promoter propose to (i) construct Four (4) additional floors on the said Tower A, B, C and D and (ii) Building E by utilising balance FSI, Premium FSI, TDR and Ancillary Area FSI (the “**Future Development**”) thereby, making tower A, B, C and D each of Ground plus Twenty Nine upper floors and developing Building E of the Project in accordance with

the permissions as may be granted by the competent authorities. The MahaRERA portal for the said Project will be updated upon receipt of amended sanctioned plan from the competent authority.

- M.** Vide letter no. SIA/MH/INFRA2/427961/2023 dated 27/09/2023 State Level Environment Impact Assessment Authority, Maharashtra has granted Environment Clearance for the said Project.
- N.** The Promoter is committed to ensuring compliance with all regulatory requirements, and as such, it shall amend its RERA registration as and when obtains the necessary permissions for further construction.
- O.** The Promoter has upon request, given inspection to the Allottee of all the documents of title including copies of Agreements, Development Permissions and Commencement Certificate; 'Title Report' dated 25.10.2023 in respect of the said Land issued by Saraf and Partners, Law Offices and of such other documents as are specified under applicable statute and rules and regulations. A Copy of said Title Certificate is annexed hereto as **Annexure C**.
- P.** In addition, the Allottee has perused the "Architect Certificate" and drawing certifying the carpet area of the said flats along-with limited common area. Besides a copy of all such documents are available at the site office and is available for verification by the Allottee after giving a reasonable notice.
- Q.** The Promoter has appointed **Hiten Sethi & Associates** for the said Project who is registered with the Council of Architect and having address at Ground Floor, Yayati CHS, Plot No. 9, Sector 58A, Palm Beach Road, Nerul Navi Mumbai 400706.
- R.** The Promoter has appointed a Structural Engineer firm being **Associated Structural Engineers LLP** having address at 607, Opal Square, Opp. Railadevi Lake, Barve Road, Wagale Estate, Thane West, 400604 for the preparation of the structural design and drawings of the Project and the Promoter has accepted the professional supervision of the Architect and the Structural Engineer till the completion of the Project.
- S.** The Promoter has registered the said Project under the provisions of the Real Estate (Regulation and Development) Act 2016 with Maharashtra

Real Estate Regulatory Authority bearing registration no. P52000053533. A Copy of RERA registration Certificate is Annexed hereto as **Annexure D**.

- T.** As Per "**Indenture of Mortgage**" bearing registration no **PVL4-15089-2023** dated **27/10/2023** the Promoter has availed loan facility from **PIRAMAL ENTERPRISES LIMITED** by mortgaging the said land and sale units in said entire project to **PIRAMAL TRUSTEESHIP SERVICES PRIVATE LIMITED** upon terms and conditions more particularly mentioned therein.
- U.** The Promoter has obtained the No Objection Certificate of **PIRAMAL TRUSTEESHIP SERVICES PRIVATE LIMITED** for the sale of the said unit to the Allottees. A copy of the said consent is appended hereto as **Annexure- "H"**.
- V.** The Allottee has demanded inspection from the Promoter and the Promoter has given inspection to the Allottee of all documents of title relating to the said Land and Project including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Promoter's Architects, the Title Certificate, revenue records, Development Permissions, sanctioned plans etc. and all other documents as specified under the RERA and the rules and regulations made thereunder. Prior to execution of this agreement upon demand by the Allottee/s enquiry, the Promoter herein has requested to the Allottee to carry out independent search by appointing his/her/their own Attorney/Advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allottee is fully satisfied with the title of the Promoter in respect of the said Land and the Promoter's right to construct building/s thereon in accordance with the sanctions and approvals granted from time to time and sale / allot various Flats comprising in the Project to any person of its choice and the Allottee has agreed not to raise any requisitions on or objections to the same;
- W.** The Allottee has confirmed that the Allottee is satisfied in all respects with regard to the title of the Promoter in respect of the said Land and further in respect of the said Flat (defined hereinbelow). The Allottee confirms that the Allottee has waived his right to any further investigation or raise any objection to the title of the Promoter to the said Land and the competency

of the Promoter to enter into this Agreement.

- X.** The Allottee/s has/have approached the Promoter and offered to purchase a residential **Flat No.** \_\_\_\_\_, admeasuring \_\_\_\_\_ **sq. meters** RERA Carpet Area on the \_\_\_\_\_ **Floor** in the **Tower/Wing** ' \_\_\_\_\_ ' of Building (the "**Flat**") in the project known as "**METRO SATYAM QUEENS NECKLACE**" being constructed by the Promoter on the said Land. The said Flat is more particularly described in THIRD SCHEDULE hereunder for a total consideration of \_\_\_\_\_ ("Total Consideration") and on the terms and conditions hereinafter appearing. The Flat is separately marked on the copy of Floor Plan annexed herewith as **Annexure E**.
- Y.** At and before the execution of these presents the Allottee has paid to the Promoter a sum of \_\_\_\_\_ being "**Initial Booking Amount**" for the Purchase of the said Flat agreed to be sold by the Promoter to the Allottee, the receipt whereof the Promoter does hereby admit and acknowledge. The Allottee has agreed to pay to the Promoter balance consideration in the manner hereafter particularly described in **Annexure F**.
- Z.** For the purpose of this Agreement, "**RERA Carpet Area**" shall mean as stated in the Real Estate (Regulation and Development) Act, 2016, with the rules thereunder ("**RERA**"), being the net usable floor area of an apartment, excluding, the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment.
- AA.** The Promoter in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for Sale of the said Flat in favour of the Allottee/s, being in fact these presents and also to register said Agreement for Sale under the Registration Act, 1908, the Parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.
- BB.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc.,

applicable to the said Project.

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

1. The Promoter has proposed to construct the said Project consisting of Tower A, B, C, and D each of the building comprising of Ground + Twenty-nine (29) floors connected upto 5<sup>th</sup> Floors and a separate multi storey Building 'E' comprising of Ground plus Thirty Nine (39) Floors on the said Land by utilizing permissible potential of approx. **70,104.70** sq. meters FSI plus TDR in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

- 1.a. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, **Flat No. \_\_\_\_\_**, admeasuring \_\_\_\_\_ **sq. meters** RERA Carpet Area on the \_\_\_\_\_ **Floor** in the **Tower/Wing '\_\_\_\_\_'** of Building in the said Project being constructed by the Promoters on the said Land for a consideration of \_\_\_\_\_ ("**Consideration**"). The said Flat is more particularly described in the THIRD SCHEDULE hereunder, common area, facilities and common amenities in the Project are more particularly described in **Annexure "G"** hereunder. The Flat is separately marked on the copy of Floor Plan annexed herewith as **Annexure "E"**.
- 1.b. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee \_\_\_\_\_ (\_\_\_\_\_) covered parking in the Project and undertakes not to demand any additional parking space in the Project.

Or

- 1.b. (i) 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.  
(ii) 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.

- 1.c. The Allottee shall deduct tax at source on the consideration amount at the prevailing rate, if applicable and furnish a TDS certificate to the Promoter within the time limit provided under Income Tax Act, 1961.
- 1.d. The Allottee has paid on or before execution of this agreement a sum of \_\_\_\_\_ as "initial booking amount" at the time of booking and hereby agrees to pay to the Promoter the balance amount \_\_\_\_\_ as per the mutually agreed payment schedule more particularly described in **Annexure "F"**
- 1.e. The said Consideration above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, 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) up to the date of handing over the possession of the Flat.
- 1.f. The Allottee shall be liable to pay and hereby agrees to pay to Promoter any statutory taxes (as made applicable or amended from time to time) like GST or any other charges, levy, tax, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottee 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 Allottee shall make over such payment to Promoter within 14 days upon receiving a notice of demand (demand letter) from Promoter.
- 1.g. The Consideration is escalation free, save and except increases which the Allottee hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said Notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1.h. The Allottee shall make payment of the balance amount or any other payment due under this agreement immediately upon it becoming due, without any delay or demur for any reason whatsoever, failing which the outstanding amount shall carry interest at such rates as prescribed in the law till the time of payment or realization.
- 1.i. Upon an installment and/or balance payment payable by the Allottee to the Promoter becoming due, the Promoter shall issue a notice of demand cum invoice giving maximum 15 days' time from date of notice to Allottee for making the payment of installment. The said notice of demand shall be accompanied by certificate from the architect certifying the satisfactory completion of the stage of work for which the payment is due.
- 1.j. The receipt for the payments made shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account after the Promoter.
- 1.k. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Project is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the change, if any, in the carpet area, subject to a variation cap of (3%) three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the defined limit then on such request of the Allottee the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement. Provided either of parties intimate other party about deviation in area and demands for difference amount within 15 days of the Promoter offering possession to the Allottee.
- 1.l. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his

payments in any manner.

- 2.1. 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 concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.
- 2.2. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the Flat to the Allottee and the common areas to the association of the Allottees after receiving the Occupancy Certificate or the Completion Certificate or both as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as per payment table in this Agreement.
3. The Promoter hereby declares that the FSI available as on date in respect of the said Land is **41,433.483** sq. meter FSI only and the Promoter has planned to utilize maximum potential FSI of **70,104.70** sq. meter including TDR as per UDCPR, 2020 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 Allottee has agreed to purchase the said Flat based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1. If the Promoter fails to abide by the time schedule for completing the Project and handing over the Flat to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

Provided that, if the Allottee has granted consent for extension of the Project on account of delay in completing the construction of the said Project and/or on obtaining occupancy certificate, then the Promoter shall not be liable to interest as per clause 4.1. hereinabove.

4.2. Without prejudice to the right of Promoter to charge interest in terms of clause no. 4.1. above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment reminders, the Promoter shall at his own option, terminate this Agreement:

Provided that, Promoter shall give notice of 15 days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed damages as in clause 4.3 and 4.4 or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Flat /Apartment which may till then have been paid by the Allottee to the Promoter.

4.3. In case of termination of this Agreement, the Promoter may forfeit up to **Rs.5,00,000/- or 10%** of the total Consideration whichever is higher as damages towards cancellation (hereinafter referred to as "the pre- determined damages") accepted by Allottee as being reasonable and fair estimate from the consideration amount paid by Allottee till the date of termination and shall refund the balance amount to the Allottee. Such refund to the Allottee shall be within 30 days from the date of registration of 'Cancellation Deed'. Further,

Allottee shall not be entitled to claim refund from the Promoter the amounts paid by the Allottee to the government namely GST, stamp duty, registration and legal charges. If the Allottee has defaulted, the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded. Upon intimation of 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. However, in case Allottee challenges such termination before any authority then Promoter shall be entitled to hold the refund till conclusion of such dispute.

- 4.4. If the Allottee herein, decides to terminate this Agreement/transaction in respect of the said Flat due to any reason other than attributable to the Promoter, the Allottee herein shall issue a prior written notice to the Promoter as to the intention of the Allottee and on such receipt of notice the Promoter herein shall be entitled to deal with the said Flat with any other prospective buyers. After receipt of such notice of intention to terminate this Agreement from the Allottee, the Promoter shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee shall be entitled to receive the refund of consideration paid till such date less 10% of total consideration or an amount of Rs.5,00,000/- whichever is higher as damages towards cancellation i.e., predetermined damages.
  
- 4.5. It is specifically agreed between the Parties hereto that, if the transaction in respect of the said Flat between the Promoter and Allottee herein is terminated as herein above written then all the instruments under whatsoever head executed between the Parties hereto or between the Promoter and Allottee herein, in respect of the said Flat, shall stand automatically canceled and neither Party shall have no right, title, interest or claim against each other except as provided hereinafter.
  
5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said Project and the Flat /Apartment as are set out in **Annexure "G"** hereunder.
  
6. The Promoter shall give possession of the Flat to the Allottee in the said Project on or before **31/12/2029**. If the Promoter fails or neglects to give possession of

the Flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat with interest at the same rate as may be mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

7.1. **Procedure for taking Possession:** The Promoter, upon obtaining the occupancy certificate / part occupancy certificate from the local/competent/planning authority and the payment made by the Allottee as per this agreement shall offer in writing the possession of the said Flat to the Allottee to the Allottee in terms of this Agreement to be taken within three (3) months from the date of issue of such notice and the Promoter shall give possession of the said Flat to the Allottee. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2. The Allottee shall take possession of the Flat within 15 days of the written notice from the Promoter to the Allottee intimating that the said Flat is ready for use and occupancy.

7.3. **Failure of Allottee to take Possession of Flat:** Upon receiving a written intimation from the Promoter as per this agreement, the Allottee shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Flat to the Allottee. In case the Allottee fails or commits delay in taking possession of said Flat within the time provided in this agreement, such Allottee shall continue to be liable for payment of maintenance charges as applicable, property tax, electricity

charges and any other expenses and outgoings in respect of the said Flat and the Promoter shall not be liable for the maintenance, wear and tear of the said Flat.

7.4. If within a period of five years from the date of handing over the Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. This warranty is applicable only if after occupying the Flat the Allottee maintains 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 floors, plumbing systems, electrical wiring, sanitary systems and fitting, fixing falls ceiling or doing any work including water proofing, work done in flat while changing titles or any other 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 association, this warranty shall stand lapsed. Further, in the following cases where the Allottee (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Allottee loads heavy luggage in the lift (iii) Damage any portion of the neighbor's Flat or common area by drilling or hammering etc. and (iv) Does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the Promoter shall not be invocable. Further, where the manufacture warranty as shown by the Promoter to the allottees ends before the defects liability period and such warranties are covered under the maintenance of the building/towers/wing in the Project. And if the annual maintenance contracts are not done/renewed by the allottees/ society i.e., association of unit purchasers in the Project, the Promoter will not be responsible for any defects occurring due to the same.

8. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. Allottee shall use the garage or parking space only for purpose of keeping or parking vehicle.
  
9. The Promoter at its liberty will/shall be forming one common Co-operative Housing Society for flat purchasers in tower A, B, C and D (the "**Society 1**") for their maintenance and if need be a separate Co-operative Housing Society for flat purchasers in the tower E to manage its maintenance (the "**Society 2**"). After formation of the said Society 1 and Society 2, an association of these societies will be incorporated (the "**Common Organization**") to whom the said Land will be conveyed and said Common Organization shall be responsible for overseeing the maintenance of the common area and amenities in the Project. The Allottee along with other allottees of flats in the first phase of the Project shall join in forming and registering of the Society 1 and said Common Organization to be known by such name as the Promoter 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 1 and Common Organization for becoming a member, including the bye-laws of the proposed the Society 1 and Common Organization and duly fill, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Society 1 and Common Organization of Allottee. No objection shall be taken by the Allottee 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 such the Society 1 and Common Organization, as the case may be, or any other competent authority.
  
10. The Promoter shall, within three months of receipt of full and final occupancy certificate of the Project cause to be transferred to the Common Organization if formed, all the right, title and the interest of the Promoter in the said Project in which the said Flat is situated. Thereafter the said Common Organization shall maintain the said Project.
  
- 10.1. The Promoter shall, within six months of receipt of full and final occupancy certificate for the said Project, cause to be transferred to the Common Organization all the right, title and the interest of the Promoter in the said Land on which the building is constructed.

10.2. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the said Land and Project 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 said Land and Project. Until the Society 1 and/or Common Organization is formed and the said structure of the building/s or tower or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution as may be demanded by the Promoter towards the outgoings for first twelve months. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance / lease of the structure of the Project building or wing is executed in favour of the Common Organization as aforesaid. On such 'Conveyance Deed' 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 to the Common Organization, as the case may be.

10.3. The Allottee shall pay to the Promoter advance maintenance /deposit of such an amount that is along with the applicable GST as common maintenance charges for upkeep and maintenance of common areas and facilities in the said Project (like electricity of common areas, security, property tax, maintenance of common areas, salaries) until hand over of Project and common area in Project in favor of the Society 1 and/or Common Organization, until formation and handover of building/tower/wing to Common Organization subject to a minimum period of Twelve months from the date of notice specified herein. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a handover of wing/tower/ Project to the Society 1 and Common Organization. The Allottee undertakes to pay such contribution within fifteen days of receiving notice that the said Flat is ready for possession and shall not withhold the same for any reason whatsoever. Provided that if the Allottee does not pay its share of the common maintenance charges within 15 days of receiving the notice of demand in this regard then the Promoter shall be entitled to hold possession of the said Flat and levy interest

on such delayed payment from the date when the payment is due till the date of actual payment, as prescribed under MAHA RERA and rules made thereunder.

- 10.4. That the Promoter shall not be liable to repair or maintain the common areas like staircase, lifts, lobbies if these are damaged by the Allottee while shifting goods or while getting interior work done in the Flat purchased. The Allottee shall be liable to restore the original position of damaged areas at his own cost and effort.
- 10.5. Where the Allottee has to make any payment in common with other Allottees in said Project, the same shall be in proportion which the carpet area of the said Flat bears to the total carpet area of all Flats in the said Land.
- 10.6. The Allottees hereby undertakes pay deposit amount of **Rs.1,00,000/-** in favour Society of association flat purchasers in the Project on receipt of occupancy certificate for the said Project and before taking possession of said Flat. The said amount of Rs.1,00,000/- shall be kept in fixed deposit by the association of flat purchasers. This amount of Rs.1,00,000/- is over and above the advance maintenance charges. In case of any deficit in the account the Promoter shall be entitled to collect the deficit proportionately from the Society before handover of said Project/ building.
11. 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
  - i. for share money, application entrance fee of the Society 1 and Common Organization;
  - ii. for formation and registration of the Society 1 and Common Organization;
  - iii. for proportionate share of taxes and other charges/levies in respect of the Society 1 and Common Organization;
  - iv. towards provisional monthly contribution towards outgoings of the Society 1 and Common Organization;
  - v. towards Water, Electric, and other utility and services connection charges; &
  - vi. electrical receiving and Sub Station provided in Layout.
12. At the time of registration of conveyance of the said Land along with said Building / Project, the Allottee shall pay to the Promoter, the Allottees' share of

stamp duty and registration charges payable, by the said Common Organization 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 Common Organization.

### **13. Representation and Warranties of the Promoter**

The Promoter hereby represents and warrants to the Allottees as follows:

13.1. The Promoter has clear and marketable title with respect to the said Land as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Project.

13.2. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project.

- i. There are no encumbrances upon the said Land or the Project except those disclosed in the title report;
- ii. There are no litigations pending before any Court of law with respect to the said Land or Project except those disclosed in the title report;

13.3. The Promoter has disclosed all drawings, sale plans, other drawings as given to the Promoter by the appointed Architect, Structural Consultants and any other consultants appointed by the promoter to the Allottee and the Allottee is aware that professional liability has been undertaken by them individually with the Promoter which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the Allottee and based on these said details of the drawings any of the calculations and areas shown, the Allottee has agreed to take the said Flat.

13.4. All approvals, licenses and permits issued by the competent authorities with respect to the Project 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 shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and common areas.

13.5. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein may prejudicially be affected.

13.6. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee under this Agreement.

13.7. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement.

13.8. After completion of the Project the Promoter shall execute the conveyance deed/assignment of the structure to Common Organization of Allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Project to the Common Organization of the Allottees after completion of the Project.

13.9. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever payable with respect to the said Project to the competent authorities till receipt of occupancy certificate for the said Project.

13.10. 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 Land) has been received or served upon the Promoter in respect of the said Land and/or the Project except those disclosed in the title report.

13.11. The Promoter has given easement / permanent right of way to the adjoining land bearing Survey no.36/1/A/2/2/1 and any additional adjoining land that the Promoter may acquire by a 9 meter wide access/road passing through the said Land. The said strip of 9 meter wide access/road for accessing adjoining

land bearing Survey no.36/1/A/2/2/1 is separately shown the sanctioned layout plan. The Allottee undertakes not to challenge the said right of way and hereby gives irrevocable consent for any such adjoining land to be amalgamated for development to expand the said Project in further phases.

13.12. The Promoter herein has decided to have the name of the Project "**METRO SATYAM QUEENS NECKLACE**" and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on the building and at the entrances of the scheme. The Promoter is also entitled to put/fix permanent attractive signboard, glow sign, name of the building, name of the Project and brand name of the Promoter at the gate and/or on the said Land and/or on the Project.

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

- 14.1. To maintain the Flat at the Allottee's own cost in good and tenable repair and condition from the date the possession of the Flat is taken and shall not do or suffer to be done anything in or to the building /Project in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building /Project in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
- 14.2. Not to store in the Flat any goods which are of hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building /Project in which the Flat is situated or storing of which goods is objected to by the concerned local or any other authority and shall take care while carrying heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the building /Project in which the Flat is situated, including entrances of the building /Project in which the Flat is situated and in case any damage is caused to the building /Project in which the Flat is situated or the Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- 14.3. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by

the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building /Project in which the Flat is situated or the Flat which may be contrary to the rules and regulations and byelaws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- 14.4. Not to demolish or cause to be demolished the 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building /Project in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat 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 /Project in which the Flat is situated and shall not chisel/ core-cut or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Flat without the prior written permission of the Promoter and/or the Society 1 and/or Common Organization. The Allottee shall not enclose the chajjas, service slab, etc., in the said Flat.
  
- 14.5. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and the Building /Project in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
  
- 14.6. 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 Land and the building /Project in which the Flat is situated.
  
- 14.7. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building /Project in which the Flat is situated.
  
- 14.8. 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 Flat by the Allottee for any purposes other than for purpose for which it is sold.

- 14.9. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- 14.10. The Allottee shall observe and perform all the rules and regulations which the Society 1 and Common Organization 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 Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society 1 and Common Organization regarding the occupancy and use of the 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.
- 14.11. Till the conveyance / handover of the said Project / Building in which Flat is situated is executed in favour of Common Organization, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
- 14.12. The Allottees are aware that, the said Project will be developed by the Promoter in different phases in manner described in this agreement and the Promoter has given easement / permanent right to way to the adjoining land bearing Survey no.36/1/A/2 from 9 meter wide road passing through the said Land. Accordingly, the Allottees hereby declare, assure and undertake to not claim any rights, title, interest of any kind on the said 9 meter wide road passing through said Land. Further, the Promoter has rights in the adjoining lands connected to the said project. The said adjoining land have a permanent right of way from the said plot. The Allottee hereby consents unconditionally

to always honour such right of way and not to challenge it or restrict it in any manner whatsoever in the future.

- 14.13. The Allottees are aware and has no objection in the Promoter using the Project wall installing LED display and hoarding on terrace of the Project for advertisement and Promoter retaining the same. The Promoter and its employees, agencies shall have access to the said Project for maintaining and using said LED and hoarding even after conveyance of the said Land to the Common Organization. The Allottees hereby grants their consent to the Promoter for installing LED and hoarding in the Project and no separate consent of Allottees shall be required hereafter for the same.
- 14.14. The Promoter and/or its agent shall at all times be allowed to enter the said building/Project and the said Land to show the unsold flats in the said building / Project to potential buyers until such time all Flats are sold.
- 14.15. That the Allottee shall indemnify and keep indemnified, defended and hold harmless, the Promoter towards or against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee.
- 14.16. That at the request of the Allottee the Promoter has allotted \_\_\_ no. of parking space to the Allottee and the allottee hereby undertakes not to demand from the Promoter and/or make any claim on the unsold parking in the Project.

15. (i) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee towards Total Consideration of the said Flat and as advance or deposit, sums received on account of the share capital for the promotion of the Society 1 and Common Organization, towards the out goings, legal charges and shall utilize the amount only for the purpose for which they have been received etc.

The Allottee/s shall make all payments of the Total Consideration to the Promoters through an account payee cheque / demand draft / pay order / wire transfer / electronic transfer any other instrument drawn in favour details of Bank Accounts are as provided herein below:

|                            |  |
|----------------------------|--|
| <b>NAME</b>                | <b>"MSB LLP QUEENS NECKLACE MASTER ESCROW A/C"</b> |
| <b>BANK NAME</b>           | <b>HDFC BANK</b>                                   |
| <b>BANK ACCOUNT NUMBER</b> | <b>57500001359181</b>                              |
| <b>BRANCH NAME</b>         | <b>Vashi, Navi Mumbai</b>                          |
| <b>IFSC CODE</b>           | <b>HDFC000540</b>                                  |
| <b>MICR CODE</b>           | <b>400240179</b>                                   |

In case of any financing arrangement entered by the Allottee/s with any financial institution for availing home loan with respect to the said Flat, the Allottee/s undertakes to direct such financial institution to disburse/pay all such amounts towards Total Consideration due and payable to the Promoters through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of Bank Accounts details mentioned herein. In case of change of bank account number as mentioned above, the Allottee/s shall make payment as conveyed by Promoters in writing to the Allottee/s. Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee and utilise the same as contemplated and permitted under the said Act and rules and regulations made thereunder.

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 Flat or of the said Land and Project or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Common Organization and until the said Land is transferred to the Common Organization as hereinbefore mentioned.
17. The Allottee hereby grants their consent to the Promoter for availing such loan and /or financial assistance on such terms and conditions as the Promoter may deem fit and proper subject to the repayment thereof by the Promoter. After the Promoter executes this agreement, the Promoter shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat.

## **18. BINDING EFFECT**

Forwarding this agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

## **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 Flat 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 ON ALLOTTEE/ SUBSEQUENT ALLOTTEES**

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 said project shall equally be applicable to and enforceable against any subsequent Allottees of the Flat, in case of a transfer, as the said obligations go along with the Flat 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 thereunder 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flat 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 through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After execution of this Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

**26.** The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

27. (i) That all notices including notice of demand to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served, if sent to the Allottee and the Promoter by Registered Post A.D/ Speed Post and/or notified mail ID at their addresses specified below.

**Name & Address (Allottee)** \_\_\_\_\_

**Contact number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Name & Address (Promoter) M/S. METROSATYAM BUILDERS LLP,**

Office no.1204, 12<sup>th</sup> Floor, Maithili's Signet,  
Plot no. 39/4, Sector 30A, Vashi,  
Navi Mumbai – 400 705.

**Email:** legalteam@satyaminfra.com

(ii) It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

(iii) Upon handing over of the possession of the Flat to the Allottee under this agreement, all the notices on the Allottee shall be served at the address specified hereinabove unless there is a specific written request to revise the address for communication.

## **28. JOINT ALLOTTEES**

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

## **29. Stamp Duty and Registration**

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

## **30. INVESTOR CLAUSE**

In the event, Allottee has purchased the said Flat as an Investor and intends to

sell the said Flat within a period of 3 years from the date of this Agreement, then in such case, Allottee shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 1958. Without prejudice to the Allottee's right as an Investor, the Allottee may continue to hold the said Flat like any other Allottee if he does not sell it within 3 years.

**31. Dispute Resolution: -**

Any dispute between Parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

**32. WAIVER NOT A LIMITATION TO ENFORCE**

- i. 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 Allottee in not making payments as per the Consideration Table including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- ii. 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.

**33. 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.

IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.

**FIRST SCHEDULE 'PART A'**

(the "***Plot-1***")

All that piece and parcel of land bearing Survey no. 36/4 admeasuring 4,100 sq. meters and thereabouts situated at Village- Rohinjan, Taluka Panvel, District Raigad within the limits of Sub Registrar of Panvel, Panvel Municipal Corporation bounded as under:

|                         |   |                           |
|-------------------------|---|---------------------------|
| On or towards the North | : | Survey no. 36/1B/3 & 36/5 |
| On or towards the South | : | Survey no. 35/4           |
| On or towards the West  | : | Survey no. 40             |
| On or towards the East  | : | Survey no. 35/3, 35/2     |

**FIRST SCHEDULE**

**'PART B'**

(the "***Plot-2***")

All that piece and parcel of land bearing Survey no. 36/1/A/2/2/2 admeasuring 2,470 sq. meters and thereabouts situated at Village- Rohinjan, Taluka Panvel, District Raigad within the limits of Sub Registrar of Panvel, Panvel Municipal Corporation bounded as under:

|                         |   |                                  |
|-------------------------|---|----------------------------------|
| On or towards the North | : | Survey no. 37                    |
| On or towards the South | : | Survey no. 36/1B/3               |
| On or towards the West  | : | Survey no. 36/1A/2 & 36/1A/2/2/1 |
| On or towards the East  | : | Survey no. 26                    |

## **FIRST SCHEDULE 'PART C'**

(the "**Plot-3**")

All that piece and parcel of land bearing Survey no. 36/5 admeasuring 4,550 sq. meters and thereabouts situated at Village- Rohinjan, Taluka Panvel, District Raigad within the limits of Sub Registrar of Panvel, Panvel Municipal Corporation bounded as under:

|                         |   |                        |
|-------------------------|---|------------------------|
| On or towards the North | : | Survey no. 36/1B/3     |
| On or towards the South | : | Survey no. 35/2 & 35/6 |
| On or towards the West  | : | Survey no. 36/4        |
| On or towards the East  | : | Survey no. 26 & 35/1   |

## **FIRST SCHEDULE 'PART D'**

(the "**Plot-4**")

All that piece and parcel of land bearing Survey no. 36/1/B/3 admeasuring 5,790 sq. meters and thereabouts situated at Village- Rohinjan, Taluka Panvel, District Raigad within the limits of Sub Registrar of Panvel, Panvel Municipal Corporation bounded as under:

|                         |   |                         |
|-------------------------|---|-------------------------|
| On or towards the North | : | Survey no. 36/1/A/2/2/2 |
| On or towards the South | : | Survey no. 36/4 & 36/5  |
| On or towards the West  | : | Survey no. 36/1/A/2/2/1 |
| On or towards the East  | : | Survey no. 26           |

## **FIRST SCHEDULE 'PART E'**

(the "**Plot**")

All that piece and parcel of land being Plot-1, Plot-2, Plot-3 and Plot-4 together admeasuring 16,910 sq. meters and thereabout which are described hereinabove and bounded as under:

|                         |   |                    |
|-------------------------|---|--------------------|
| On or towards the North | : | Survey no. 37      |
| On or towards the South | : | Survey no. 35      |
| On or towards the West  | : | Survey no. 38 & 40 |
| On or towards the East  | : | Survey no. 26      |

## SECOND SCHEDULE

(the "*Project*")

A residential project named "**METRO SATYAM QUEENS NECKLACE**" comprising Tower/Wing A, B, C, and D each of Ground plus Twenty nine (29) Upper habitable floors and a separate multi storey Tower/Wing 'E' by utilizing TDR as may be available together utilizing total potential **70,104.70** sq. meters of FSI on the said Land. The said Project is detailed hereunder:

| Tower/Wing  | Floor                 | Use                       |
|---|-----------------------|---------------------------|
| A   | Ground                | Stilt Parking             |
|   | First to Fourth       | Podium Parking            |
|   | Sixth to Twenty Ninth | Free sale habitable flats |
| B   | Ground                | Stilt Parking             |
|   | First to Fourth       | Podium Parking            |
|   | Sixth to Twenty Ninth | Free sale habitable flats |
| C   | Ground                | Stilt Parking             |
|   | First to Fourth       | Podium Parking            |
|   | Sixth to Twenty Ninth | Free sale habitable flats |
| D   | Ground                | Stilt Parking             |
|   | First to Fourth       | Podium Parking            |
|   | Sixth to Twenty Ninth | Free sale habitable flats |
| Fifth podium floor of the building A, B, C and D are connected which will comprise project amenities. |                       |                           |
| E   | Ground + 39 floors    | Proposed Residential      |

## THIRD SCHEDULE

(the "*Flat*")

**Flat No.** \_\_\_\_\_ admeasuring \_\_\_\_\_ **sq. meters** RERA Carpet Area on the \_\_\_\_\_ **Floor** in the **Tower/Wing** ' \_\_\_\_\_ ' of Building (the "*Flat*") in the project known as "**METRO SATYAM QUEENS NECKLACE**" being constructed on the said Land more particularly described in First Schedule hereinabove.

| <b>SIGNED AND DELIVERED</b><br><b>BY WITHIN NAMED "PROMOTER"</b>           |                  |                             |              |
|--|------------------|-----------------------------|--------------|
| <b>M/S Metrosatyam Builders<br/>LLP</b><br>Through its Designated Partners | <b>Signature</b> | <b>Thumb<br/>Impression</b> | <b>Photo</b> |
| <b>1) MR. KARAN RAJESH GULATI</b>  |                  |                             |              |
| <b>2) MR. Hitesh Suresh Jain</b>   |                  |                             |              |
| <b>Witness:</b><br>1.<br>2.  |                  |                             |              |

| <b>SIGNED AND DELIVERED</b><br><b>BY WITHIN NAMED "Allottee"</b> |                  |                             |              |
|--|------------------|-----------------------------|--------------|
|  | <b>Signature</b> | <b>Thumb<br/>Impression</b> | <b>Photo</b> |
|  |                  |                             |              |
| <b>Witness:</b><br>1.<br>2.                                      |                  |                             |              |

### **PAYMENT RECEIPT**

Received with thanks from Allottee \_\_\_\_\_ Adult, and Indian Inhabitant, residing at, \_\_\_\_\_ has paid a sum of \_\_\_\_\_ by way of Initial Booking Amount out of the Total agreed Consideration of \_\_\_\_\_ in respect of the purchase of unit being **Flat No. \_\_\_\_\_**, admeasuring **\_\_\_\_sq. meters** RERA Carpet Area on the **\_\_\_\_\_ Floor** in the **Tower/Wing '\_\_\_\_'** of Building (the "**Flat**"), in the said Project known as "**METRO SATYAM QUEENS NECKLACE**" to be constructed on all that piece and parcel of land more particularly described in **FIRST SCHEDULE**.

| Date | RTGS/Cheque/Approved<br>Code No. | Bank Name | Amount |
|------|----------------------------------|-----------|--------|
|      |                                  |           |        |
|      |                                  |           |        |
|      |                                  |           |        |

WE SAY RECEIVED

**M/s Metrosatyam Builders LLP**

Through its Designated Partner -

**MR. KARAN RAJESH GULATI**

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**MR. Hitesh Suresh Jain**

**Place:** Navi Mumbai

Date :