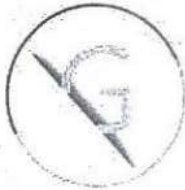




# SANJANA XEROX AND TYPING CENTER



**SHREE GANARAYA**  
ESTATE CONSULTANT

PROPRIETOR

**SANJAY DALAL**

+91 9820221277

sanjaydalal47@gmail.com

Name: _____
Address: _____ _____
Contact No.: _____
Document Type: _____
Document No.: _____
Date: _____ Time: _____

## SERVICES

ONLINE REGISTRATION

STAMP DUTY WORK

AGREEMENT

AFFIDAVIT

ADJUDICATION

COMPUTER TYPING

NOTARY

SHOP NO.3/A-103, KESHAV VASANT CHS, NEAR V. B. PHADKE  
NATYAGRUH, PANVEL, DIST - RAIGAD, NAVI MUMBAI, 410206.

Tel. No. 9833519206 / 9975573765

Email: sanjanaxerox@gmail.com Website: www.sanjanaxerox.com

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528/19510

पावती

Original/Duplicate

Friday, November 08, 2024

नोंदणी क्र. :39म

3:45 PM

Regn.:39M

पावती क्र.: 21121 दिनांक: 08/11/2024

गावाचे नाव: रोहिंजण

दस्तऐवजाचा अनुक्रमांक: पवल4-19510-2024

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: अर्बन जेराई रोड्रीक्स

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2900.00

पृष्ठांची संख्या: 145

एकूण:

रु. 32900.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

4:04 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Panvel 4  
 सह मुख्य निबंधक वर्ग २  
 पनवेल क्र. ४

बाजार मूल्य: रु.3801500/-

मोबदला रु.7205357/-

भरलेले मुद्रांक शुल्क : रु. 504380/-

1) देयकाचा प्रकार: DHC रकम: रु.900/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1124085302075 दिनांक: 08/11/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: रु.2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1124083601945 दिनांक: 08/11/2024

बँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: eChallan रकम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH010841905202425E दिनांक: 08/11/2024

बँकेचे नाव व पत्ता:

मूळ दस्तऐवज परत मिळाला.

लिपीक  
 मह दुय्यम निबंधक पनवेल

लिपीक  
 मह दुय्यम निबंधक पनवेल





CHALLAN  
MTR Form Number-6

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१	१४

GRN	MH010841905202425E	BARCODE			Date	08/11/2024-11:39:58	Form ID	25.2			
Department	Inspector General Of Registration			Payer Details							
Type of Payment	Stamp Duty			TAX ID / TAN (If Any)							
				PAN No.(If Applicable)	AADPR9577L						
Office Name	PNL4_PANVEL NO 4 SUB REGISTRAR			Full Name	URBAN G RODRIGUES AND OTHERS						
Location	RAIGAD										
Year	2024-2025 One Time			Flat/Block No.	FLAT NO. 3305, 33rd FLOOR, BUILDING -B,						
	Account Head Details		Amount In Rs.	Premises/Building	REGENTS PARK KHARGHAR						
	0030046401	Stamp Duty	504380.00	Road/Street	SURVEY NO.13/1, 14/5B, 14/6, 15/5, 15/6 AND 15/8, VILLAGE-ROHINJAN						
	0030063301	Registration Fee	30000.00	Area/Locality	TAL. PANVEL, DIST. RAIGAD						
				Town/City/District							
				PIN		4	1	0	2	0	8
				Remarks (If Any)	PAN2=ABLFM2904K-SecondPartyName=MS METRO SATYAM DEVELOPERS-						
				Amount In	Five Lakh Thirty Four Thousand Three Hundred Eight						
Total			5,34,380.00	Words	y Rupees Only						
Payment Details	IDBI BANK			FOR USE IN RECEIVING BANK							
	Cheque-DD Details			Bank CIN	Ref. No.	69103332024110812222	2898213522				
Cheque/DD No.				Bank Date	RBI Date	08/11/2024-11:40:48	Not Verified with RBI				
Name of Bank				Bank-Branch	IDBI BANK						
Name of Branch				Scroll No. , Date	Not Verified with Scroll						

Department ID :

Mobile No. : 9870214402

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

*Udhay*  
*Udhay*  
*Udhay*

<b>Department of Stamp &amp; Registration, Maharashtra</b>		<b>विल - ४</b>	
<b>Receipt of Document Handling Charges</b>			
PRN	1124083601945	Date	08/11/2024
Received from MS METRO SATYAM DEVELOPERS, Mobile number 9800000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Panvel 4 of the District Raigarh.		१२५१० २०२४ २ / १४	
<b>Payment Details</b>			
Bank Name	IBKL	Date	08/11/2024
Bank CIN	10004152024110801829	REF No.	2937053736
This is computer generated receipt, hence no signature is required.			



<b>Department of Stamp &amp; Registration, Maharashtra</b>	
<b>Receipt of Document Handling Charges</b>	
PRN	1124085302075
Date	08/11/2024
Received from MS METRO SATYAM DEVELOPERS, Mobile number 9800000000, an amount of Rs.900/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Panvel 4 of the District Raigarh.	
<b>Payment Details</b>	
Bank Name	IBKL
Date	08/11/2024
Bank CIN	10004152024110801958
REF No.	2937054610
This is computer generated receipt, hence no signature is required.	




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**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

3

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**Receipt of Document Handling Charges**

PRN 1124083601945 Receipt Date 08/11/2024

Received from MS METRO SATYAM DEVELOPERS, Mobile number 9800000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 19510 dated 08/11/2024 at the Sub Registrar office Joint S.R. Panvel 4 of the District Raigarh.



**Payment Details**

Bank Name IBKL	Payment Date 08/11/2024
Bank CIN 10004152024110801829	REF No. 2937053736
Deface No 1124083601945D	Deface Date 08/11/2024

This is computer generated receipt, hence no signature is required.

पवल - ४  
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४ / १४५



**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN 1124085302075 Receipt Date 08/11/2024

Received from MS METRO SATYAM DEVELOPERS, Mobile number 9800000000, an amount of Rs.900/-, towards Document Handling Charges for the Document to be registered on Document No. 19510 dated 08/11/2024 at the Sub Registrar office Joint S.R. Panvel 4 of the District Raigarh.



DEFACED  
₹ 900  
DEFACED

**Payment Details**

Bank Name IBKL	Payment Date 08/11/2024
Bank CIN 10004152024110801958	REF No. 2937054610
Deface No 1124085302075D	Deface Date 08/11/2024

This is computer generated receipt, hence no signature is required.



**AGREEMENT FOR SALE**

This Agreement for Sale is made and executed at Navi Mumbai on this 08 day of NOV, 2024.

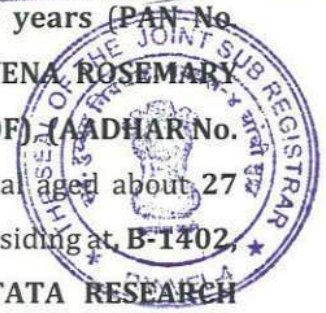
*Rodrigues* *Hair* *Rodrigues* *Rodrigues*  
BETWEEN

**M/S METRO SATYAM DEVELOPERS, (PAN: ABLFM2904K)** a partnership firm incorporated under Indian Partnership Act, 1932 having its registered office at 1204 to 1206, 12<sup>th</sup> Floor, Maithili's Signet, Land no. 39/4, Sector 30A, Vashi, Navi Mumbai - 400703 through its partners **(i) MR. HITESH S. JAIN and (ii) MR. KARAN R. GULATI** (the "**PROMOTER**") (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its partners for the time being and their survivor or survivors, heirs, executors, administrators and assigns of such last survivor) the party of **FIRST PART**;

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**AND**

**1) MR. URBAN GERARD RODRIGUES**, individual aged about 59 years (PAN No. AADPR9577L), (AADHAR No. 9959 7474 7469), **2) MRS. VIVENA ROSEMARY RODRIGUES** individual aged about 55 years (PAN No. ACHPR1990F) (AADHAR No. 8376 9164 2931) **AND 3) MS. YOHANNE RODRIGUES** individual aged about 27 years (PAN No. CSFPR8411R), (AADHAR No. 7394 9800 2073) residing at, **B-1402, MAHAAVIR HERITAGE, PLOT NO 03, SECTOR 35G, NEAR TATA RESEARCH CENTRE, KHARGHAR, RAIGARH, MAHARASHTRA-410210. ("ALLOTTEES")** (Which expression shall unless repugnant to the context or meaning thereof shall deem to mean and include his/her/their respective legal heirs/executors, administrators, permitted successors, assigns and nominees) the Party of the **OTHER PART**.



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

**WHEREAS:**

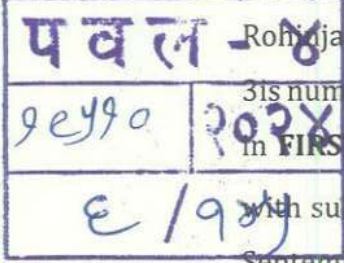
**A.** Vide 'Deed of Conveyance' dated 29<sup>th</sup> day of July 2019 (i) Shri Dinesh Sunderlal Makad, (ii) Smt Preeti Dinesh Makad, (iii) Nirmal Sunderlal Makad, (iv) Shri Yashpal Sunderlal Makad & (v) Smt Seema Yashpal Makad (the "**Owners**") have assigned and transferred in favour of Promoter all their rights, title, interest and possession in respect of land bearing Survey no. 15 Hissa no. 5 admeasuring 330 sq. meters and thereabout (the "**Land 1**") and Survey no. 15 Hissa no. 8 admeasuring 1060 sq. meters and thereabout (the "**Land 2**") both lands situated at village Rohinjan, Taluka Panvel, District Raigad. The said Land 1 and Land 2 are particularly described in **FIRST SCHEDULE-PART A and FIRST SCHEDULE-PART B** hereunder respectively. The said Conveyance Deed is registered with sub Registrar of Panvel under registered serial no. PVL4/7424/2019 on 30<sup>th</sup> July, 2019.

For Metro Satyam Developers For Metro Satyam Developers

*Rodrigues* *Rodrigues* *Hair* *Rodrigues*  
Partner Partner



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



C. Vide 'Deed of Conveyance' dated 25<sup>th</sup> day of September 2019 the Owners have assigned and transferred in favour of Promoter all their rights, title, interest and possession in respect of part land admeasuring 228 sq. meters and thereabout out of 1570 sq. meters and thereabout being part of Survey no. 13, Hissa no. 1 (the "**Land 4**") village Rohinjan, Taluka Panvel, District Raigad. The said Land 4 is particularly described in **FIRST SCHEDULE-PART D** hereunder. The said Conveyance Deed is registered with sub Registrar of Panvel under registered serial no. PVL4/9146/2019 on 25<sup>th</sup> September, 2019.

D. Vide 'Deed of Conveyance' dated 25<sup>th</sup> day of September 2019 the Owners have assigned and transferred in favour of Promoter all their rights, title, interest and possession in respect of land bearing Survey no. 14 Hissa no. 6 admeasuring 500 sq. meters (the "**Land 5**") village Rohinjan, Taluka Panvel, District Raigad. The said Land 5 is particularly described in **FIRST SCHEDULE-PART E** hereunder. The said Conveyance Deed is registered with sub Registrar of Panvel under registered serial no. PVL4/9148/2019 on 25<sup>th</sup> September, 2019.

E. Vide 'Deed of Conveyance' dated 06<sup>th</sup> day of March 2020 the Owners have assigned and transferred all their rights, title, interest and possession in respect of Survey no. 15 Hissa no. 6 admeasuring 4600 sq. meters and thereabout (the "**Land 6**") situated at village Rohinjan, Taluka Panvel, District Raigad. The said Land 6 is particularly described in **FIRST SCHEDULE-PART F** hereunder. The said Conveyance Deed is registered with sub Registrar of Panvel under registered serial no. PVL4/2539/2020 on 6<sup>th</sup> March, 2020.

F. The Land 1, Land 2, Land 3, Land 4, Land 5 and Land 6 together admeasuring 7949 sq. meters shall be collectively referred as the said "**Land**". The said Land is



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particularly described in **FIRST SCHEDULE-PART G** hereunder. A copy of the layout plan of said Land is annexed hereto as **Annexure A**. The Promoter has discharged complete consideration against the assignment of the said Land.

- G. Vide Letter dated 09<sup>th</sup> October, 2020 bearing reference no. 2020/PMC/TP/BP/1233/2020 Panvel Municipal Corporation ("PMC") granted development permission for developing residential buildings on said Land.
- H. Vide letter dated 13<sup>th</sup> July, 2021 bearing reference no. PMC/Fire/2121/Prkr/80/2181/2021 PMC issued 'Provisional Fire NOC' for proposed residential cum commercial buildings of Ground + 23 upper floor on said Land.
- I. The Promoter shall develop a project comprising of four (4) buildings, wherein three (3) buildings shall be of Ground\_+ upper 36 floors and one (1) commercial building of Ground + 1<sup>st</sup> floor having in total proposed built up area of 38,155 sq. meters sq. meters (the "**Project**"). The said Project is more particularly described in the **SECOND SCHEDULE** hereunder.
- J. The Promoter shall be developing said Project in two phases. The Developer is developing Phase-1 as per the obtained Amended Development Permission from PMC vide letter dated **11<sup>th</sup> July, 2024** bearing reference no. PMC/TP/Rohinjan/13/1&others/21-24/16026/1819/2024. A copy of said Development Permission dated **11<sup>th</sup> July, 2024** is annexed hereto as **Annexure "B"**.
- K. The developer had obtained Amended Commencement Certificate dated 11<sup>th</sup> July, 2024 bearing reference no. PMC/TP/Rohinjan/13/1&others/21-24/16026/1819/2024 as per the approved plans for the Proposed Residential Cum Commercial Building for Building No. A (Ground + 34<sup>th</sup> Upper Floors), Building B (Ground +34<sup>th</sup> Upper Floors) & Commercial Building (Ground + 1st Upper Floors). The total built up area of Phase-1 will be 32329.370 sq. meters. The said Phase-1 is more particularly described in the **THIRD SCHEDULE** hereunder. A copy of said Amended Commencement Certificate dated **11<sup>th</sup> July, 2024** is annexed hereto as **Annexure "C"**.
- L. In addition, the Promoter is providing amenities in the said Project. The Promoter has shown the sanctioned plan of Phase-1 and the Proposed Plan of the entire project including the Phase-2 and the Allottees have understood and unconditionally consented to the development of Phase-1 and Phase-2 as the Promoter may decide. The said Project of both Phases together with the amenities will constitute the whole project named as "**REGENTS PARK KHARGHAR**".



*Handwritten signatures of promoters/developers.*



*Handwritten signature of a representative.*



M. The Promoter has appointed a Structural Engineer Associated Structural Consultants LLP for the preparation of the structural design and drawings of the buildings.

N. The Promoter has engaged Architect NEHA JAIN of AN Arch Architects and Planners as the Architect registered with the Council of Architect for the said Project (the "Architect").

O. The 'Title Certificate' dated 27<sup>th</sup> September, 2021 issued by M. Tripathi & Co. for said Land has been seen and inspected by the Allottees. A copy of said Title Certificate is appended hereto as **Annexure "D"**.

P. The Promoter has registered the said Phase-1 under the provisions of the Real Estate (Regulation & Development) Act, 2016 ("**RERA**") with the Maharashtra Real Estate Regulatory Authority ("**MahaRERA**") under Registration no. **P52000031227**. A copy of the MahaRERA registration certificate is appended hereto as **Annexure "E"**.

Q. As per "**UNILATERAL INDENTURE OF MORTGAGE**" dated **26/09/2022** the Promoter availed construction loan facility from **HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED**, by mortgaging the sale units in said entire project upon terms and conditions mentioned therein. Thereafter they successfully repaid the full & final loan amount to the said financial institution and availed the No Dues Certificate dated 25.10.2023 and executed Reconveyance deed dated 22.11.2023 bearing registration no. PVL1-10055-2023.

R. Thereafter by an "**Indenture of Mortgage**" bearing registration no **PVL4-15087-2023** dated **27.10.2023** the Promoter has availed construction loan facility from **PIRAMAL TRUSTEESHIP SERVICES PRIVATE LIMITED** by mortgaging the said land and the sale units in said entire project upon terms and conditions more particularly mentioned therein.

S. 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- "G"**.

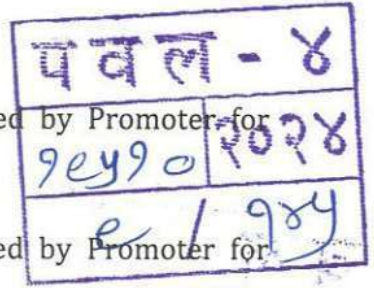
T. Upon the demand of Allottees the Promoter has given Allottees the following documents for inspection;

- i. Conveyance Deed dated 29th July, 2019 executed by Promoter for acquiring Land1 and Land 2 from Owners;
- ii. Conveyance Deed dated 17th September, 2019 executed by Promoter for

The block contains several handwritten signatures in blue ink. On the left, there are two signatures that appear to be 'V. Reddy'. In the center, there is a circular stamp of 'METROBATYAM DEVELOPERS' with a star in the center and the text 'PANEL-4' at the bottom. To the right of the stamp, there is a signature that appears to be 'Neha Jain'. Further to the right, there is another signature that appears to be 'V. Reddy'.



- acquiring Land 3 from Owners;
- iii. Conveyance Deed dated 24th September, 2019 executed by Promoter for acquiring Land 4 from Owners;
- iv. Conveyance Deed dated 25th September, 2019 executed by Promoter for acquiring Land 5 from Owners;
- v. Conveyance Deed dated 06th March, 2020 executed by Promoter for acquiring Land 6 from Owners;
- vi. Zone Certificate dated 10th May, 2019 issued by PMC stating land bearing Survey no.14/6, 14/5, 15/6, 15/5,15/8 are under 'Urbanisable Zone';
- vii. Zone Certificate dated 26th August, 2021 issued by PMC stating land bearing Survey no.13/1 is under 'Urbanisable Zone';
- viii. Mutation entries and 7/12 extracts of said Land;
- ix. Development Permission 09<sup>th</sup> October, 2020 bearing reference no. 2020/PMC/TP/BP/1233/2020;
- x. Amended Development Permission dated 11th July, 2024 bearing No. PMC/TP/Rohinjan/13/1&others/21-24/16026/1819/2024
- xi. Amended Commencement Certificate dated 11th July, 2024 bearing reference no. PMC/TP/Rohinjan/13/1&others/21-24/16026/1819/2024
- xii. Title Certificate dated 27<sup>th</sup> September, 2021 issued by M. Tripathi & Co.
- xiii. Phase-1 MahaRERA registration Certificate bearing no. **P52000031227**.
- xiv. Proposed Project plan comprising of Phase-1 and Phase-2,
- xv. Verification of details on MahaRERA portal
- xvi. Declaration uploaded on MahaRera Portal



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

*Rodrigues*  
*Rodrigues*



*Rodrigues*



V. The Allottees has applied to the Promoters for allotment of **Flat No. 3305** Admeasuring **51.326 sq. meters** of RERA carpet area and thereabout on **33<sup>rd</sup> floor** in Building "**B**" (the "**Flat**") in said Phase-1 which is more particularly described in "**FOURTH SCHEDULE**". The said Flat is marked separately in the copy floor plan appended hereto as **Annexure "F"**.

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W. The Allottees have offered to pay to the Promoter a sum of **Rs.72,05,357/- (Rupees Seventy Two Lakh Five Thousand Three Hundred and Fifty Seven Only)** (the "**Consideration**") as consideration For transferring the said Flat in name of Allottees which the Promoter has accepted upon such terms and conditions



contained in this agreement. Before the execution of these presents the Allottees have paid to the Promoter a sum of **Rs.12,05,357/- (Rupees Twelve Lakh Five Thousand Three Hundred and Fifty Seven Only)** (the "**Part Consideration**") for the said Flat agreed to be sold by the Promoter to the Allottees the receipt whereof the Promoters do hereby admit and acknowledge receipt of said Part Consideration.

The Allottees have agreed to pay to the Promoter the above Consideration to avail the benefits of discounted booking price. The Allottees has agreed to pay to the Promoter balance consideration of **Rs.60,00,000/- (Rupees Sixty Lakh Only)** (the "**Balance Consideration**").

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

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

**1. PROJECT:**

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

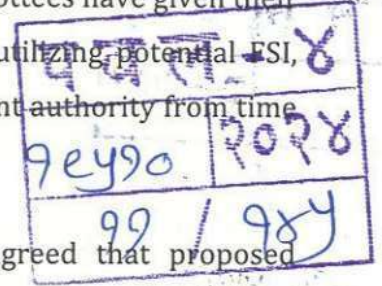
1.2 If required by competent authority or Government, the Promoter shall carry out minor modifications as may be deemed fit. The Promoter shall also be entitled to carry out the amendment to the plan resulting in any addition / alteration to the existing floors due to additional FSI being available or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

1.3 The Promoter has represented under this agreement that it is entitled to develop

*[Signatures]*  
*[Signatures]*  
*[Signature]*  
*[Signature]*



the said Land by utilizing 38,155 sq. meters of FSI out of which only 32329.370 sq. meters of FSI is sanctioned as per which Promoter will be developing said Phase-1 on the said Land. The balance 5,826 sq. meters of FSI will be utilized for developing Phase-2 on the said Land. Accordingly, the Allottees have given their consent to the Promoter to develop the said Land by utilizing potential FSI, premium FSI and TDR as may be sanctioned by competent authority from time to time.



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



## 2. DESCRIPTION OF FLAT:

- 1.1 The Allottees hereby agrees to purchase from Promoter and Promoter hereby agree to sell to Allottees **Flat No. 3305** RERA carpet area admeasuring **51.326 sq. meters** (the "Flat") on **33<sup>rd</sup> floor** in Building "**B**" of the Phase-1. Further, Allottees shall be allotted **1 (ONE)** no. of covered car parking. However the consideration for covered car parking shall be as per terms of clause 15.1. The said Flat is more particularly described in "**FOURTH SCHEDULE**". The said flat and Additional Area is marked separately in the copy floor plan appended hereto as **Annexure "F"**.
- 2.1 The fixtures, fittings and amenities to be provided by Promoter in the said Flat are those that are set out in **Annexure "H"**. Promoter shall not be obliged to accept or accede to any request from Allottees for making any changes in the amenities to be provided by Promoter.

## 3. CONSIDERATION:

- 3.1 It is mutually agreed by and between the parties that consideration for sale of Said flat shall be **Rs.72,05,357/- (Rupees Seventy Two Lakh Five Thousand Three Hundred and Fifty Seven Only)** The ("**Consideration**"). The said Consideration amount does not include the taxes, stamp duty, registration charges and other statutory payments which are to be paid separately by Allottees. The Consideration as agreed between the parties hereto for the sale of said flat has been determined on the basis of all disclosures.
- 3.2 The time of payment of each every instalment mentioned in the schedule of payment marked as **Annexure "I"** shall be of the essence of the contract. If the

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Allottees commits default in payment of any of the instalments as aforesaid on the respective due dates, the Promoter shall have full and absolute authority to terminate this Agreement. On the Promoter, terminating this agreement under this clause, the promoter shall have full and absolute liberty and authority to sell the said flat to any other person or persons as the promoter may deem fit and at such price and on such terms as the promoter may determine and in that case, the Allottees shall not raise any objection in respect of such sale.

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

(a) Any increase on account of development charges payable to the competent authority;

(b) Any other increase in charges which may be levied or imposed by the competent authority from time to time;

(c) Additional cost/charges imposed by the competent authorities;

(d) The Promoter may charge the Allottees separately for any upgradation/changes specifically requested by the Allottees in fittings, fixtures and specifications and any other facility; and

(e) Municipal Property taxes;

(f) Additional/ new taxes that may be levied from time to time.

#### 4. ADDITIONAL CHARGES:

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

(a) Legal and document charges at the time of execution of this Agreement;

(b) Development Charges / Transfer Charges / Infrastructure Development Charges payable to PMC;

(c) Proportionate Stamp duty and registration charges for Conveyance Deed;

(d) Water and Drainage connection deposit and meter charges or any other charges imposed by the PMC or other Government authority;

(e) Electricity connection, meter deposit, service charges or any other electricity service provider charges, cable charges and transformer charges payable to concerned departments/authorities.;

(f) Co-operative Society/ Condominium of Apartments /Limited Company formation/ registration charges;

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- (g) Proportionate Property Tax in respect of the said Land/ said Flat from the date of Promoters obtaining the Part/Full the Occupancy Certificate as applicable;
- (h) Stamp duty and registration charges on Premises. If any additional stamp duty is payable over and above the stamp duty on Premises, then the Allottees/s shall be liable to pay the same;
- (i) GST or any other taxes or charges levied by the state or Government authorities;
- (j) Any other charges, taxes and expenses levied by the Government authorities.

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**5. MODE OF PAYMENT:**

5.1 All payment shall be made by Allottees by drawing cheque/ DD / RTGS in the name of "MSD REGENTS PARK RERA A/C" or other account as Promoter may intimate subsequently to the Allottees. Allottees shall also pay other statutory dues, which may be levied from time to time.

Details of Bank Accounts are as provided herein below:

<b>NAME</b>	MSD REGENTS PARK RERA A/C
<b>BANK NAME</b>	HDFC BANK
<b>BANK ACCOUNT NUMBER</b>	59205400000121
<b>BRANCH NAME</b>	VASHI, NAVI MUMBAI
<b>IFSC CODE</b>	HDFC0000540

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

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

5.4 The Allottees shall also pay GST as per prevalent rates and rules and regulations through separate cheque drawn in the name of "METRO SATYAM DEVELOPERS".

**6. PAYMENT OF STATUTORY DUES AND TAXES:**

6.1 In addition to the Consideration of said Flat as above the Allottees shall pay to

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Promoter all statutory taxes (as made applicable from time to time) like GST or any other charges, levy, tax, duty by whatever name called, as made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottees at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter then the Allottees shall make over such payment to Promoter within ten (10) days of notice of demand from Promoter.

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

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

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

## 7. NOTICE OF DEMAND:

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

7.2 Notice of demand shall be sent through Registered Post Acknowledgement Due (RPAD)/ Speed post/ at the address mentioned in notice clause of this

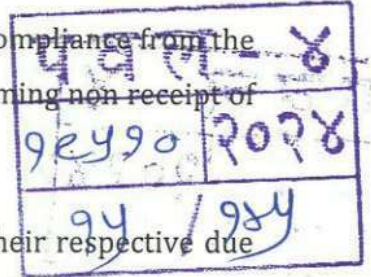
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agreement and such dispatch shall be treated as sufficient compliance from the Promoter. Thereafter the Allottees shall be barred from claiming non receipt of the notice of demand.



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



#### 8. DEFAULT BY ALLOTTEES:

- 8.1 Following shall be deemed to be default on the part of Allottees during the construction stage and after:
- Default in making timely payment of sums due as mentioned in this agreement.
  - Creating nuisance on the site resulting in danger/damage to the said project/land, threat to life;
  - Delay in accepting the possession of the unit within a period of one (01) month on intimation to take possession by Promoter;
  - Refusing/delaying to take membership of society/Co-operative Housing Association/company/condominium formed for the said Project;
  - Breach of any terms and conditions of this agreement.
  - Breach of any law or provisions thereto.
  - Obtain forceful occupancy/ possession of said Flat before receipt of occupation certificate by competent authority.
- 8.2 The Allottees shall not be in default if he removes/remedies such breach within fifteen (15) days of receipt of notice from the Promoter to the Allottees as per clause 9.2.

#### 9. TERMINATION OF AGREEMENT:

- 9.1 On the Allottees committing default in payment on due date of any amount due and payable by the Allottees to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Allottees agrees to pay to the Promoter simple interest at the rate of the Promoters construction finance highest interest cost or interest at marginal cost lending rate (MCLR) of SBI +2%, on all the amounts which become due and payable by the Allottees to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottees to the Promoter till date of actual realization of payment. However, such entitlement

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of interest shall not be deemed to be a waiver of Promoters right to terminate this agreement as per the provisions of this agreement.

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Without prejudice to the right of the promoter to charge interest in terms of sub clause 9.1 above, on the Allottees committing default as per clause 8.1 above and on the Allottees committing continuous default even after notice of termination, the Promoter shall at its own discretion, may terminate this Agreement. Provided that, Promoter shall give another notice of fifteen (15) days in writing to the Allottees, by registered post AD/ Speed post/ email-id at the address provided by the Allottees of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottees fail to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the promoter may terminate this agreement unilaterally.

9.3 Upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottees the payments made by Allottees to Promoter till that date (subject to adjustment of 10% of the consideration along with any accrued delayed payment interest or charges or Rs. 4,00,000/- whichever is higher as liquidated damages and service charge towards such termination) such refund shall be issued in an account intimated by the Allottees herein within a period of thirty (30) working days of the registration of cancellation/ termination deed and expulsion of the Allottees from the membership of the society as per clause 9.4. If the Allottees has obtained a loan from any financial institution against the mortgage of the said Flat, it shall be the responsibility and liability of the Allottees to obtain NOC for such termination from the said institution. The refund due and payable by the Promoter as per this agreement shall be made directly to such financial institution after the Allottees has obtained NOC. Any balance amount after discharging/clearing dues of the financial institution shall be paid to the Allottees.

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

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

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

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- 9.6 If the Allottees terminates this agreement for a default of the Promoter, then the Promoter will be entitled to forfeit an amount of Rs. 4,00,000/- (Rupees Four Lacs only) or 10% of the consideration along with any accrued delayed payment interest or charges whichever is higher and refund the balance amount paid by the Allottees within reasonable period. The Promoter is not liable to refund the taxes and other statutory charges collected from the Allottees. The Promoter shall refund the balance amount only upon execution and registration of formal Cancellation Deed by the Allottees. The Promoter may at its own option also approach the authority under RERA for seeking appropriate order for cancellation of this agreement.



#### 10. DECLARATION BY THE PROMOTERS:

Promoter hereby declares as follows:

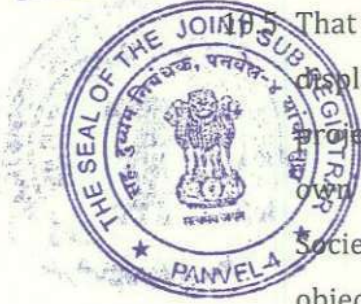
- 10.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Competent Authority and the concerned local authorities at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the Allottees, apply to the concerned local authority for occupation and completion certificate in respect of the Flat and obtain the said certificate as per the provisions of law.
- 10.2 The Promoter is developing said Project in two (2) phases as mentioned in details in recitals hereinabove and more particularly described in Second and Third Schedule hereunder.
- 10.3 The Project amenities are being developed along with the Phase-2 or at the end of the Project. The buildings would be completed and handed over to the society. The common amenities of the Project would be handed over to the Society/confederation/association of societies once the Project is complete and said Land is conveyed to the association of societies/Society of unit purchasers in the Project. The Allottees is entitled to use the amenities as and when they are completed introspective of formal handing over to the Co-operative housing association provided the Allottees has become a member of society and has taken possession of its flat.

- 10.4 The Promoter will not be liable for any loss, damage, injury or delay caused due

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to 'Maharashtra Electricity Distribution Co. Ltd.' defaulting / delaying the supply of electricity or due to the Local authority concerned delaying the supply of permanent 'water connection' or PMC infrastructures like road, drainage, street light or such other service connections necessary for occupying the said Flat. The Allottees hereby indemnifies the Promoter from any claims made for delay on the above count.



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

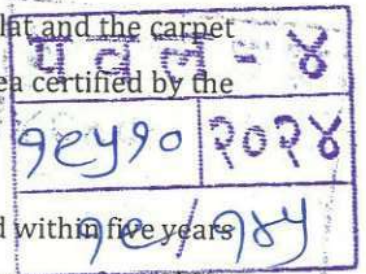
10.6 That the Promoter is entitled to use different design, brand, shape, size and colour material than that mentioned in the amenities Annexure F in the event the supply of promised material is withdrawn by the supplier or for any other reason. The Promoter undertakes and assures that it will use only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

10.7 The carpet area of the said Flat which is proposed to be constructed in the said building is approximate **51.326 sq. meters**, however the actual carpet area of the may vary up to 3% due to design and construction exigencies In the event of there being a difference of more than 3% between the actual carpet area of the said Flat from the carpet area as mentioned herein at the time of the offering the possession of the said Flat, then the Consideration shall be either proportionately reduced or increased accordingly (without interest thereon). The Allottees agree to pay the differential amounts, if the area is increased beyond 3% within forty-five (45) days of such demand being made by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money (without any interest) paid by Allottees within forty-five days from such demand being made by the Allottees. If there is any increase in the carpet area of the said Flat allotted to Allottees, the Promoter shall demand additional amount from the Allottees as per the next milestone of the Payment Plan or thereafter as the case may be and the Allottees shall pay such additional amounts within a period of forty-five (45) days from the date of such demand being made by the Promoter. However, it is expressly clarified that no adjustment will be made to the Total Consideration

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if the difference between the actual carpet area of the said Flat and the carpet area as mentioned herein is less than or equal to 3%. The area certified by the Project Architect shall be final and binding on both parties.



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



**11. AMENDMENT TO PRESENT SANCTIONED PLAN:**

- 11.1. The Promoter is developing said Project in two different phases as mentioned in details in recitals hereinabove and more particularly described in Second and Third Schedule hereunder. Accordingly, there will be additional floors constructed as parking podium floors and additional floors on the sanctioned 23 floor.
- 11.2. The Promoter has shown the proposed plan for Phase-2 described in SECOND SCHEDULE hereunder to the Allottees. The Allottees have understood the proposed layout and thereby accord unconditional and irrevocable approval and consent to the Promoter to obtain a revised sanction of the above proposed layout/plan at the cost and effort of the Promoter and utilise it for self by the

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Promoter. The Allottees shall not claim any rights in such additional FSI, premium FSI, ancillary area FSI and TDR and on area constructed by utilizing such additional FSI, ancillary area FSI and TDR.

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

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## 12. DECLARATION BY THE ALLOTTEES:

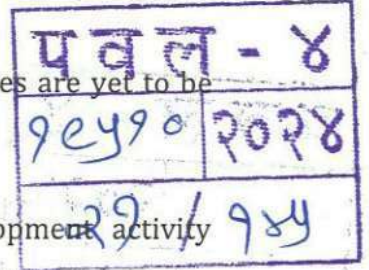
Allottees hereby declares as follows:

- 12.1 Allottees have verified the documents including title search report and the conditions of development certificate, commencement certificate and the sanctioned plan. The Allottees are satisfied that the Promoter has absolute, clear, developable and marketable title to the said Land so as to enable it to convey the said Land to the society to be formed.
- 12.2 Allottees have verified and understood the plan prepared by the promoter for the said Project and he/she hereby gives irrevocable and unconditional consent for the promoter making changes in said Project as per said proposed project upon getting permission and sanctions from the concerned authority. The Allottees hereby undertakes to execute all documents as and when required by the Promoter. The Allottees hereby undertakes to execute all documents as and when required by the Promoter for the purpose of revising the existing plan and for development.
- 12.3 The Allottees hereby declares and confirms that the consent given herein for the Project layout including proposed Phase-2 is binding and final and that no further consent in any manner shall be required by the Promoter from the Allottees for the approvals, commencing and completing the Phase-2.
- 12.4 The Allottees hereby declares that he has considered the date of possession as mentioned in this agreement which is for Phase-1. The Phase-2 will commence and complete within 60 months from receipt of all approvals for Phase-2. The amenities of the Project may be available for use after completion of the Phase-2. The Allottees hereby declares that Allottees understands that this agreement is for Flat in Phase-1 of the said Project.
- 12.5 The Allottees hereby agrees and undertakes to take possession of his unit when the promoter has obtained the occupancy certificate of Phase-1. The Allottees hereby assures and declares that he will not default or delay the taking of

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possession of the unit only because Phase-2 and the amenities are yet to be completed and handed over.



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

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



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

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

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

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

12.12 If Allottees wish to make a site visit before possession, prior written permission from the Promoter is necessary. Promoter shall not be responsible for any accident or mishap that may happen on site either to Allottees or to any of his family members or friends.

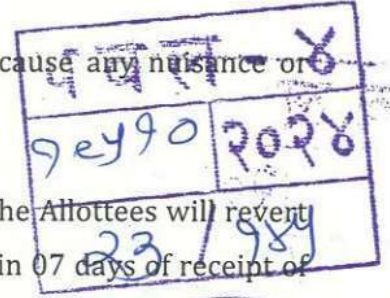
12.13 Allottees shall make timely payment of the demand raised by the Promoter. In case of default in payment, the Allottees shall remedy the default within the period prescribed in this agreement. The Allottees shall not object to the cancellation of this agreement if the default continues.

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

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execution of such work even though the same may cause any nuisance or disturbance to him/it.



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



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

12.17 The Allottees have represented that he/she/they accepts the allotment of covered parking space.

12.18 The Allottees shall not put adverse and derogatory news, material and opinion in any form or manner about the project or the promoters. Any default by the Allottees would be treated as breach of contract and the promoter would be entitled to claim cost and compensation and cancellation of this agreement coupled by forfeiture of advance given by the Allottees.

12.19 The Allottees shall not hold the Promoter liable for the delay caused due to the Force Majeure as mentioned in this agreement or due to delays in any permissions or services like water supply, electricity connections to be provided by any competent authority including the corporation or due to reasons beyond the control of the promoter.

12.20 The Allottees hereby declare and assure that they will not raise any dispute or objection to the use of commercial units including the use for restaurant / bar/ spa / wedding hall / banquet to be operated from the commercial premises by the owner or their tenants. The Allottees and/or the Society shall not insist on any prior NOC to be sought by the owners/ tenants of the commercial units. If any government agency requires NOC from the Society, then the Society will be under an obligation to grant such NOC without any conditions.

12.21 The Allottees are aware that the Promoter will be developing said Project

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in two phases. The Allottees have perused and inspected the proposed plan of the said Project consisting of Phase-1 and Phase-2 and have understood the possibility of how, where and when Phase-2 will be developed.

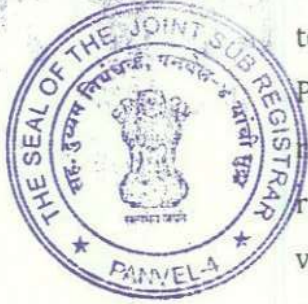
12.22 The Allottees are aware and agree that said Land will be conveyed to association of societies only after completion of both phases of the said Project.

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**13. SPECIFIC UNDERSTANDING BETWEEN THE PARTIES:**

The Promoter and the Allottees also agree to the following:

13.1 Both Parties have agreed to enter into this agreement only because of specific understanding arrived at and declarations and assurances given by each Party to the other. Such undertakings, assurances and declaration given by the Parties to each other is the essence of this contract and is binding on the respective Party without any exception. The Parties will not resile from their respective declarations and undertakings given in this agreement and any violation to such undertaking shall entitle the other Party to terminate this agreement for default and all consequences shall follow as per this agreement.



13.2 The Allottees shall be permitted/ allowed to occupy the said Flat only upon obtaining Occupancy Certificate/Part Occupation Certificate and possession letter from the Promoter and after making all payments as per this agreement.

13.3 The Allottees shall not request/demand permission to carry out the interior works in the said Flat prior to receipt of the Occupancy Certificate.

13.4 The Promoter shall be entitled to inspect all interior works carried out by the Allottees. In the event Promoter finds that the nature of interior work being executed by the Allottees is violating any approved plans or permissions, harmful to the said Flat or to the structure, facade and/or elevation of the said Building then, Promoter can instruct the Allottees to stop such interior work and the Allottees shall stop such interior work at once, without raising any dispute. Thereafter the Allottees at their own cost shall make the rectification to restore such unapproved changes to its original state.

13.5 The Allottees will ensure that the debris from the interior works shall be dumped in an area of the flat and will be cleared by the Allottees, on a daily basis, at no cost to Promoter and no nuisance or annoyance to the other Allottees. All costs and consequences in this regard will be to the account of the Allottees.

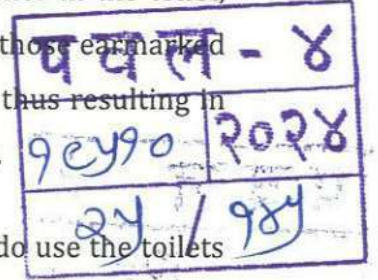
13.6 The Allottees will further ensure that the contractors and workers (whether

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engaged by the Allottees) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the free flow of wastewater, thus resulting in perennial choking and leakage in the said Flat or the Building.



13.7 The Allottees shall ensure that the contractors and workers do not use the toilets in the said Flat Only and not spoil any part of the building.

13.8 All materials brought into the said Flat for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottees and that Promoter will not be held responsible for any loss/theft/damage to the same.



13.9 If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottees at his/her/their/its own cost, and that Promoter will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottees alone.

13.10 During the execution of interior works, if any of the Allottees contractor / workmen / agents / representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen / agents / representatives will be removed forthwith and will not be allowed to re-enter the said Flat and the Building . Further, the Allottees shall be responsible for acts of such persons.

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

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

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

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fix the grills of any random design to the windows/ balcony,.

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

13.15 Not put or place flower pots, Vases or any plantations outside the Windows. The Allottees shall install Air Conditioner unit at such place as will be suggested by the Promoter and/or Society without disturbing the elevation of building and by not doing core cutting working.


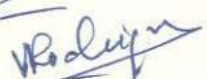




13.16 The Allottees shall extend full cooperation to Promoter, their agents, contractors to ensure good governance of such interior works.

13.17 The Allottees shall ensure that common passages/ walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter and access to any fire, electrical, plumbing ducts/shafts in no manner be blocked or denied during the life of the building.

13.18 The Allottees shall not store any of their materials, belongings, and stocks in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid landings, etc.

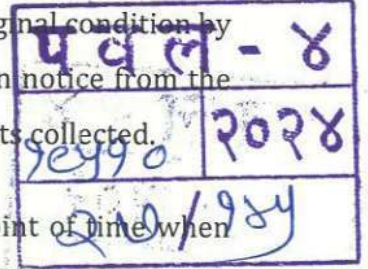
13.19 The Lift facility in this Project shall be used as per rules of the Co-operative Society and association of the societies formed for the management of said Buildings / Wings. It is to be economically used. The Allottees as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the Promoters. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs, then the Co-operative Society or Promoters shall not become responsible for it and the Allottees or his/her/their employees/ heirs etc. shall not demand/shall not be entitled to demand such damages/ compensation from them and the Allottees hereby give his / her/ their assurance and consent in it.

13.20 The Allottees ensures that the contractors hired by the Allottees shall use only the designated (to be finalized by promoter on possession) lift for the



purpose of carrying the materials of interior work and if any damages are caused due to same it shall be repaired and brought to its original condition by the Allottees at their own expense within 30 days of written notice from the Promoter or shall be deducted from any such security deposits collected.



13.21 The Allottees hereby further undertake that at the point of time when there is Lease Deed/Deed of Assignment/ Conveyance Deed being prepared the Promoters shall add the above mentioned conditions in the Lease Deed/Deed of Assignment/Conveyance Deed. The said clause shall be binding on the entire Society and its members.



13.22 The Promoters have explained and the Allottees have understood and Accepted that the said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the contractors, sub-contractors, suppliers of various materials, the vendors/manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts upto the expiry of warranty period so as it to be sustainable and in proper working condition to continue warranty in both the Premises and the common project amenities wherever applicable. That the Allottees or the Society shall at its own cost before the expiry of such warranties, shall obtain renewal comprehensive annual maintenance contracts from various Manufacturers and Service Providers.

13.23 That The Promoters have made aware and that the Allottees expressly agrees that the regular wear and tear of the Premises/building/ phase/ wing includes minor hairline cracks on the external and internal walls, floor and wall tiles, excluding the RCC structure which happens due to variation in temperature, seismic movements and various other reasons inherent to any premises/buildings/wings and which do not amount to structural defects and hence any such defects / hairline crack etc. cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defect sin materials used, in the structure built of the Premises/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement. The Professional Fees of such expert/surveyor shall be born and paid by the Purchaser/s alone.

13.24 The Promoters have provided the necessary car parking space on the

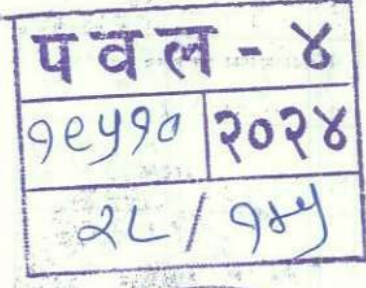
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podiums. In this regard, the Promoters have categorically informed the Allottees & the Allottees has/ has noted the following:



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

#### 14. DATE OF POSSESSION AND FORCE MAJEURE:

14.1 Promoter shall give possession of the unit to the Allottees on or before **30<sup>th</sup> June 2027** date subject to receipt and realization of all amounts payable by the Allottees under this Agreement and receipt of all approvals from competent authority and other conditions as mentioned in this Agreement. For the purpose of this clause the certificate from the Architect certifying completion of the construction shall be considered as final and binding.

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

14.3 Notwithstanding anything contained in this Agreement or in this clause the

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



- 14.4 The Allottees shall take possession of the said Flat within one (1) month from the date of receipt of Occupancy Certificate/Part Occupancy Certificate in respect of said project and/or intimation letter from Promoter for taking possession of said flat. The Allottees must pay all outstanding dues including the taxes and other statutory payment before claiming possession of the said Flat and also become a member of the society by executing relevant documents.
- 14.5 On getting the occupancy certificate, the Promoter may handover possession of the said Flat to the Allottees even though electricity and water supply have not commenced by the respective competent authorities. The Allottees shall not raise any claim/ demand on the Promoter for the delay in getting the supply of electric and water. On the Promoters offering possession of the said Flat to the Allottees, the Allottees shall bear and pay their proportionate share in the consumption of electricity and water if sourced from alternate source in the intervening period.

**15. RESERVATION FOR CAR PARKING SPACE:**

- 15.1 The Allottees has requested the Promoter to hereby reserves **1 (ONE) number** of car parking space. The said car parking space to be allotted for **NIL** consideration. This consideration already included in Agreement Value.
- 15.2 Allottees shall not be allowed to allot/transfer/let-out/Exchange said parking to any outsider/visitor i.e., other than the unit Allottees of said unit.
- 15.3 Allottees shall keep the said parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner.
- 15.4 The said car parking space shall be used only for the purpose of parking Light motor vehicle and not for any other purpose.

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15.5 The society/condominium/association shall finally ratify the reservation of such car parking in its first meeting at the time of handover by the Promoter.

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#### 16. FORMATION OF SOCIETY:

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

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

#### 17. CONVEYANCE AND HANDOVER OF THE BUILDING:

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

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

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

The bottom of the page features several handwritten signatures in blue ink. On the left, there are two signatures, one above the other. In the center, there is a circular blue stamp with the text "METRO SATYAM DEVELOPERS" around the perimeter and a star at the bottom. To the right of the stamp, there are two more signatures, one above the other.



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

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

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**18. SOCIETY MAINTENANCE CHARGES:**

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



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

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

18.4 The Allottees has already paid non-refundable club charges to the promoter which is included in agreement value.

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

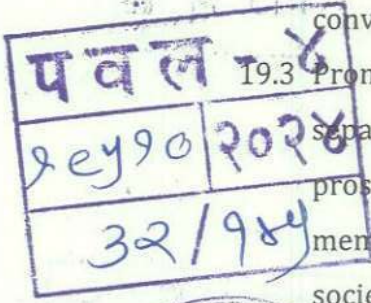
19.1 All the Unsold Units including Residential and Commercial Units and Unallotted Parking Spaces/System in Said Project shall always be of the ownership of the Promoters. The Society shall not have right of any kind on the said unsold and unallotted flats/inventories of the Project.

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



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



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

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

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

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

19.8 The Allottees hereby further undertake that at the point of time when there is Lease Deed/Deed of Assignment/ Conveyance Deed being prepared, the Promoters shall add the above mentioned conditions in the Conveyance Deed. The said clause shall be binding on the entire Society and its members. The draft of said Conveyance Deed shall be prepared by the Promoter.

## 20. POST POSSESSION OBLIGATIONS OF ALLOTTEES:

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

- (a) To maintain the said Flat at Allottees own cost in good tenantable repair condition from the date of possession of the said Flat is taken and shall not do or suffered to be done anything in or to the building or to the exterior or elevation of the building in which the said Flat is situated, staircase or any passages which may be against the rules,

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regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the said Flat is situated and the said Flat itself or any part thereof.

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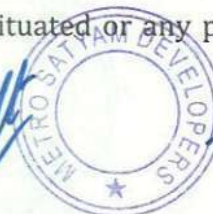
- (b) Not to store in the said Flat any goods which are of hazardous combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the said Flat is situated. In case any damage is caused to the building in which the said Flat is situated, on account of negligence or default of the Allottees on this behalf, the Allottees shall be liable for the consequences of the breach.
- (c) To carry out at his own cost all regular maintenance and internal repairs to the said Flat and maintain the said Flat in the same conditions, state and order in which it was delivered by the Promoter to the Allottees and shall not do or suffering to be done anything in or to the building in which the said Flat is situated or the said Flat which may be given in the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottees committing any act in contravention of the above provision, the Allottees shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (d) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat is situated and shall keep the portion/sewers, drains pipes in the said Flat and appurtenances thereto in good tenantable repair condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural components in the said Flat.
- (e) Not to do or permit to be done any act or thing which may tender void or voidable any insurance of the said property and the building in which the said Flat is situated or any part thereof or whereby any



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increased premium shall become payable in respect of the insurance.

- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said property and the building in which the said Flat is situated.
- (g) To bear and pay an increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority, on Account of change of user of the said Flat by the Allottees other than specified in this agreement.
- (h) Allottees shall not let, sublet transfer, assign or part with his/their interest or benefit obtained under this Agreement or part with the possession of the said Flat unless it has obtained a 'No Dues Certificate' letter from Promoter. The Promoter shall issue such Certificate if all the dues payable by the Allottees to the Promoter under this Agreement are fully paid up and if the Allottees has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottees has requested in writing to the Promoter. Any transaction of let, sub-let, transfer, assign, sale without obtaining 'No Due Certificate' from Promoter shall be void-ab-initio. The Allottees shall obtain such permission from said society after the right of said Land is conveyed to the said society.
- (i) Allottees shall observe and follow all the rules and regulations which the said society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said Flats therein as also observe and follow the building rules, regulations and bye-laws for the time being, of the concerned local authority, the Government and other public bodies. The Allottees shall also observe and follow all the stipulations and conditions laid down by the said society regarding the occupation and use of the said Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other out-goings in accordance with the terms of this Agreement.
- (j) Till a conveyance of said Land and all building in the said project is executed the Allottees shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land and buildings or any part thereof to view and examine the state and conditions thereof, but only

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after prior notice.

(k) Allottees are aware that only pet animals such as cat, dog, shall be permitted to be brought in the Society and no other wild, exotic or dangerous animals can be brought into the said property by any member or their visitors. The Promoters have further specifically informed, and the Allottees have clearly understood and agreed that Slaughtering of the animals, treating them in inhuman and cruel manner or any act which amounts cruelty to animals shall not be permitted in the premises.

(l) Allottees shall at its sole and absolute responsibility and liability maintain the said premises in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said premises are regularly filled with white cement/epoxy to prevent water seepage.

(m) Allottees hereby in particular agreed to shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water.

(n) Allottees hereby in particular agreed to rectify/resolve at its own cost any seepage of the water to the Adjacent and/or Below Premises, if the Allottees has made any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen including but not limiting to the regular filing of joints in the tiles in the said premises with white cement/epoxy to prevent water seepage.

(o) Allottees shall not do any such act or activity which would result in halting the work of either the Phase-1 or the Phase-2.

## 21. REGISTRATION OF THIS AGREEMENT:

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

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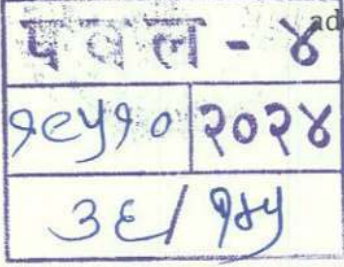




21.2 Allottees shall present this Agreement with paid Stamp Duty and Registration Fees at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

**22) NOTICE:**

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



**ADDRESS OF ALLOTTEES**

**MR. URBAN GERARD RODRIGUES  
MRS. VIVENA ROSEMARY RODRIGUES  
MS. YOHANNE RODRIGUES**

B-1402, Mahaavir Heritage, Plot No 03,  
Sector 35g, Near Tata Research Centre,  
Kharghar, Raigarh, Maharashtra-410210  
Contact No - 9870214402

Email id- [urban29rodrigues@gmail.com](mailto:urban29rodrigues@gmail.com)



**ADDRESS OF PROMOTER**

**M/s Metro Satyam Developers**

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

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

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

**22. ALLOTTEES UNDERTAKING:**

22.1 The Allottees/s undertake hereby gives his/her/their express consent to the Promoters to raise any loan against the said total land and/or the said buildings under construction and to mortgage the same with any bank or bankers or any

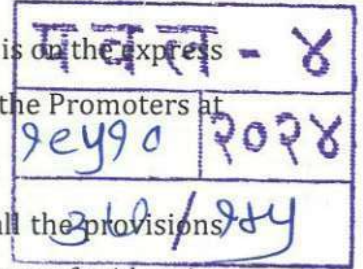
*U. Rodrigues*  
*V. Rodrigues*



*Rodrigues*



other financial institutions/s or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Promoters at their own expenses on or before the conveyance of said Land.



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



**23. WAIVER NOT A LIMITATION TO ENFORCE:**

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

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

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

**24. BINDING EFFECT:**

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

**25. MATERIAL ADVERSE CHANGE/ CONDITION:**

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

*U Rodriguez* *Rodriguez* *[Signature]*  *[Signature]* *Rodriguez*



**26. . COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

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

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

**28. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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**29. 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.



**30. 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.

**31. ENTIRE AGREEMENT:**

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

**32. JURISDICTION:**

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

**33. RIGHT TO AMEND:**

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

**FIRST SCHEDULE  
FIRST SCHEDULE-PART A**

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

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

*Handwritten signatures*



*Handwritten signature*



### FIRST SCHEDULE-PART B

A piece and parcel of land bearing **Survey no. 15 Hissa no. 8** admeasuring 1060 sq. mtrs or thereabouts situated at village Rohinjan, Taluka Panvel, District Raigad within the limits of Sub Registrar of Panvel and within the jurisdiction of PMC and bounded as follows:

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



### FIRST SCHEDULE-PART C

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

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



### FIRST SCHEDULE-PART D

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

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

### FIRST SCHEDULE-PART E

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

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

*Rodriguez*

*Rodriguez*



*Rodriguez*



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

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#### FIRST SCHEDULE-PART F

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



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

#### FIRST SCHEDULE-PART G

(the "Land")

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

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

#### SECOND SCHEDULE

(the "Project")

A residential cum commercial project to be developed on said Land described in First Schedule herein above consisting of wing A, wing B and wing C having [Ground to 5<sup>th</sup> floor podium parking] + [6<sup>th</sup> Landscaped Amenities] + [7<sup>th</sup> to 36<sup>th</sup> residential floor) total built up area of 3742.627 sq. meters and commercial building of Ground + 1<sup>st</sup> floor having BUA of 731.365 sq. meters. That 7 commercial units of commercial building and residential flats of wing A, wing B and C together have BUA of 38,155.00 sq. meters.

*Udhay*  
*Udhay*

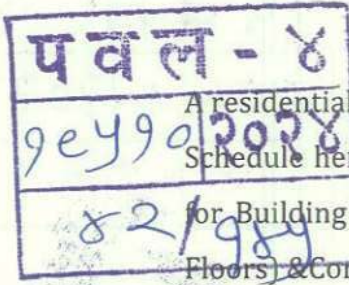


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### THIRD SCHEDULE

(the "Phase-1")



A residential cum commercial project to be developed on said Land described in First Schedule herein above consisting of Proposed Residential Cum Commercial Building for Building No. A (Ground + 34<sup>th</sup> Upper Floors), Building B (Ground + 34<sup>th</sup> Upper Floors) & Commercial Building (Ground + 1<sup>st</sup> Upper Floors). (the "Phase-1"). The total built up area of Phase-1 will be 32329.370 sq. meters. That 7 commercial units of commercial building and 462 residential flats of wing A & wing B together have BUA of 32329.370 sq. meters.



### FOURTH SCHEDULE

(the "Flat")

Residential unit bearing Flat No. 3305 admeasuring 51.326 sq. meters RERA Carpet area on the 33<sup>rd</sup> Floor. in Building " B " in the Project Known as "Regents Park Kharghar" being constructed on the said Land more particularly described in First hereinabove.

*V. Rodriguez*

*V. Rodriguez*

*Rodriguez*





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 EXECUTED / THIS

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



SIGNED AND DELIVERED BY THE WITHIN NAMED "PROMOTER"  
 M/S METRO SATYAM DEVELOPERS through the hands of its Partner


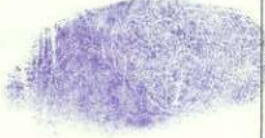


	Signature	Thumb Impression	Photo
<b>MR. KARAN R. GULATI</b> For Metro Satyam Developers	 Partner		
<b>MR. HITESH S. JAIN</b> For Metro Satyam Developers	 Partner		

In the presence of:  
 1. L. K. CHUNHARY

2. H. O. MOPI





SIGNED AND DELIVERED by the within named "ALLOTTEES"

	Signature	Thumb Impression	Photo
<p>MR. URBAN GERARD RODRIGUES</p>			
<p>MRS. VIVENA ROSEMARY RODRIGUES</p>			
<p>MS. YOHANNE RODRIGUES</p>			

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In the presence of:

1. L. K. Chelver 
2. N. D. Bhopi 



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**RECEIPT**

Received with thanks from Allottees **MR. URBAN GERARD RODRIGUES, MRS. VIVENA ROSEMARY RODRIGUES AND MS. YOHANNE RODRIGUES** Adults and Indian Inhabitant, residing at, **B-1402, MAHAAVIR HERITAGE, PLOT NO 03, SECTOR 35G, NEAR TATA RESEARCH CENTRE, KHARGHAR, RAIGARH, MAHARASHTRA-410210.** has paid a sum of **Rs.12,05,357/- (Rupees Twelve Lakh Five Thousand Three Hundred and Fifty Seven Only)** as **Part Consideration** as per terms of this Agreement for Sale of **Flat No.3305 on 33<sup>rd</sup> floor in Building 'B'** in the project Known as **"Regents Park Kharghar"** to be constructed on all that piece and parcel of Land more particularly described in **FIRST SCHEDULE.**



Date	RTGS/Cheque/ ApprovedNo.	Bank & Branch Name	Amount
11-10-2024	024778	ICICI BANK LTD	1,00,000/-
11-10-2024	024802	ICICI BANK LTD	8,000/-
17-10-2024	010725	ICICI BANK LTD	10,97,357/-
Total			Rs.12,05,357/-

We Say Received

For Metro Satyam Developers

Partner

MR. HITESH S. JAIN

For Metro Satyam Developers

Partner

MR. KARAN R. GULATI

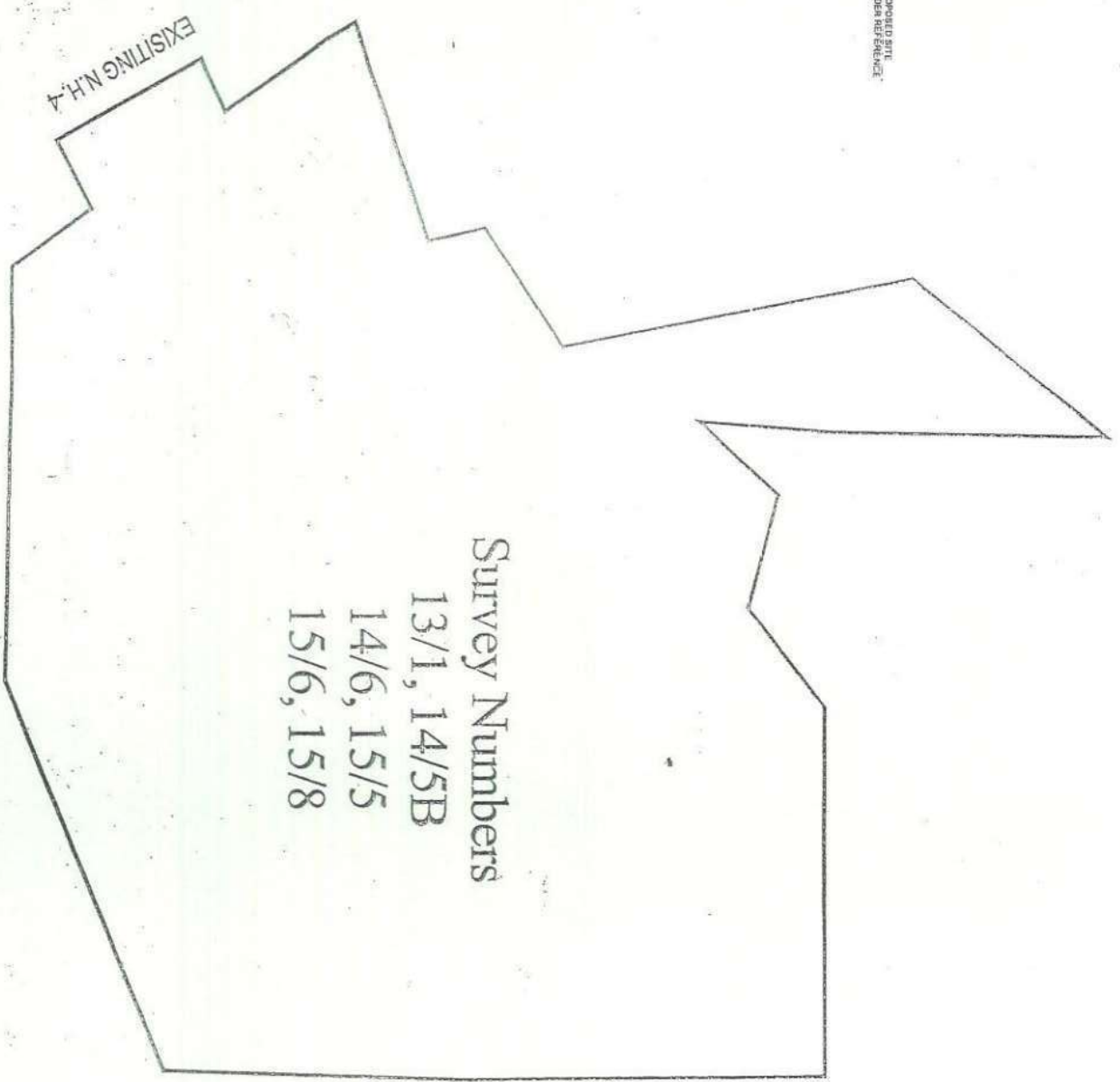
Date: 08/11/2024

Place: Navi Mumbai



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ANNEXURE-"A"



PROJECT NAME :-

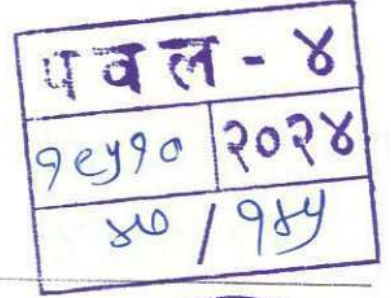
REGENTS PARK KHARGHAR  
ON SURVEY No. 13/1, 14/5B, 14/6, 15/5, 15/6 & 15/8 AT  
VILLAGE - ROHINJAN, TAL. - PANVEL, DIST. - RAIGAD.

LAND LAYOUT PLAN





# ANNEXURE - "B"



## PANVEL MUNICIPAL CORPORATION

Tal. - Panvel, Dist.- Raigad, Panvel – 410 906.



E mail – [panvelcorporation@gmail.com](mailto:panvelcorporation@gmail.com)

Tel – (022) 27458049/4949494

No.PMC/TP/Rohinjan/13/1 & Others/21-24/16026/1819/2024

Date: 11/07/2024

To,

M/s Metro Satyam Developers  
Through its Partner  
Mr. Hitesh Jain & Mr. Karan R. Gulati,  
Office 1204, 12<sup>th</sup> Floor, Maithili Signet,  
Sector – 30A, Vashi, Navi Mumbai – 400 705.

SUB :- Amended Development Permission for Residential Cum Commercial Building on Survey No.- 13/1, 14/5B, 14/6, 15/5, 15/6 & 15/8, At. - Rohinjan, Tal. - Panvel, Dist. - Raigad.

- REF :-
- 1) Your Architect's application no. 13101, dtd.27/05/2024.
  - 2) Commencement Certificate is issued by this office vide letter no. 2020/PMC/TP/BP/1233/2020, Dated 09/10/2020.
  - 3) Amended Commencement Certificate is issued by this office vide letter no. PMC/TP/Rohinjan/13/1,14/5B&others/21-21/16026/1769/2021, Dated 27/08/2021.
  - 4) Amended Commencement Certificate is issued by this office vide letter no. PMC/TP/Rohinjan/13/1,14/5B&others/21-4/16026/387/2024, Dated 16/02/2024.
  - 5) Amended Commencement Certificate is issued by this office vide letter no. PMC/TP/Rohinjan/13/1,14/5B&others/21-4/16026/1213/2024, Dated 10/04/2024.
  - 6) Amended Provisional Fire NOC issued by PMC fire officer vide letter no. PMC/Fire/2121/Ref No.1485/2023/217, Dated 25/08/2023.
  - 7) Height Clearance NOC issued by AAI vide letter no. NAVI/WEST/B/1031721/535490, Dated 18/08/2022.
  - 8) Environment NOC issued by Ministry of Environment, Forest and climate change Department vide letter no. EC24B038MH149059, Dated 02/02/2024.

Sir,

Please refer to your application for Amended Development Permission for Residential Cum Commercial Building on Survey No.- 13/1, 14/5B, 14/6, 15/5, 15/6 & 15/8, At. - Rohinjan, Tal. - Panvel, Dist.- Raigad.

The Amended Development permission is hereby granted to construct Residential Cum Commercial Building on the plot mentioned above.

The Developers / Builders / Owners shall take all precautionary measures for prevention of Malaria breeding during the construction period of the project. If required, you can approach Health Department PMC, for orientation program and pest control at project site to avoid epidemic.

You have to pay the necessary charges due to GST if applicable in future as per Panvel Municipal Corporation policy and as informed to you in writing and if not paid the permission granted will be revoked.

You will ensure that the building materials will not be stacked on the road during the construction period.

Thanking you  
भा. आमुधत योच मजुरा नुसार



Deputy Director of Town Planning  
Panvel Municipal Corporation



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C.C.T.O.

1) Architect,

M/s. AN. ARCH Architects & Planner,  
Office No. 20 & 21, Ground Floor,  
Roheta Arcade, Plot No. 61, Sector 11,  
CBD, Belapur, Navi Mumbai 400614.

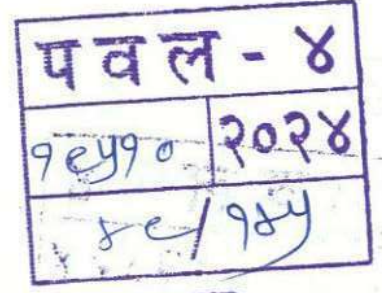
2) Ward Officer,

Prabha Samiti 'A, B, C, D'  
Panvel Municipal Corporation, Panvel.



3) Tahasildar, Panvel for information & requested to take converted N.A. Tax  
within 30 days from date of issue of Commencement Certificate of Panvel  
Municipal Corporation.





## ANNEXURE - "C"



### PANVEL MUNICIPAL CORPORATION

Tal. - Panvel, Dist.- Raigad, Panvel - 410206.



E mail - [panvelcorporation@gmail.com](mailto:panvelcorporation@gmail.com)

Tel - (022) 27458000/02/42

No.PMC/TP/Rohinjan/13/1 & Others/21-24/16026/18/9/2024

Date: 11/07/2024

#### AMENDED COMMENCEMENT CERTIFICATE

Permission is hereby granted under section - 45 of the Maharashtra Regional and Town Planning Act.1966 (Maharashtra XXXVII of 1966) to, M/s Metro Satyam Developers Through its Partner Mr. Hitesh Jain & Mr. Karan R. Gulati as per the approved plans and subject to the following conditions for the development work of the Proposed Residential Cum Commercial Building for Building No. A (Ground + 34<sup>th</sup> Upper Floors), Building B (Ground + 34<sup>th</sup> Upper Floors) & Commercial Building (Ground + 1<sup>st</sup> Upper Floors) on Survey No.- 13/1, 14/5B, 14/6, 15/5, 15/6 & 15/8 At. - Rohinjan, Tal. - Panvel, Dist.- Raigad. (Plot Area = 7949.00 Sq.mt., Existing Approved Residential Built-Up Area = 30442.573 sq.mt. & Commercial Built-Up Area = 731.365 sq.mt., Proposed Residential Built-Up Area = 1155.432 sq.mt., Total Existing Approved and Proposed Built-Up Area = 32329.370 sq.mt.)

(No. of Existing Approved Residential Unit - 462 Nos. & Commercial Unit - 07 Nos.  
Proposed Residential Unit- 08 Nos., Total Units - 477 Nos.)

1. This Certificate is liable to be revoked by the Corporation if: -
  - 1(a) The development work in respect of which permission is granted under this certificate is not carried out or the use there of is not in accordance with the Sanctioned plans.
  - 1(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed upon by the corporation is contravened.
  - 1(c) The commissioner is satisfied that the same is obtained by the applicant through fraud or Misrepresentation and the applicant and / or any person deriving title under him, in such an event shall be deemed to have carried out the development work in contravention of section - 43 or 45 of the Maharashtra Regional and Town Planning Act- 1966.
2. The Owner / Developer shall: -
  - 2(a) The Owner / Applicant shall give intimation in the prescribed form in Appendix-F of UDCPR 2020 after the completion of work up to plinth level.
  - 2(b) Give written notice to the Corporation regarding completion of the work.
  - 2(c) Permit authorized officers of the Corporation to enter the building or premises for which the permission has been granted, at any time for the purpose of ensuring the building control Regulations and conditions of this certificate.
  - 2(d) Obtain Occupancy Certificate from the Corporation.
3. The structural design, building materials, installations, electrical installations etc. shall be in accordance with the provision (except for provision in respect of floor area ratio) as prescribed in the National Building Code.
4. The Commencement Certificate shall remain valid for a period of 1 year from the date of issue and can be further revalidated as required under provision of section 48 of MRTP Act. - 1966. This Commencement Certificate is renewable every year but such extended period shall be in no, case exceed three years provided further that such lapse shall not be any subsequent applicant for fresh permission under Section 44 of the Maharashtra Regional & Town Planning Act. 1996.



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5. The conditions of this certificate shall be binding not only on the applicant but also on its successors and/or every person deriving title through or under him.
6. Prior Permission is necessary for any deviation / Change in Plan.
7. The Owner / Developer shall install the Rain Water Harvesting system as per UDD's notification No. TPB/432001/2133/CR-230/01/UD-II, dated 10/03/2005 & UDCPR-2020 and require to submit NOC from RWH Consultant Prior to application for OC.
- (a) The owner/society of every building mentioned in the (a) above shall ensure that the Rain water harvesting System is maintained in condition for storage of water for non-potable purposes or recharge of groundwater at all times.
8. The Authority may impose a levy of not exceeding Rs. 1000/- per annum for every 100 Sq. m. of built-up area for the failure of the owner of any building mentioned in the (a) above to provide or to maintain Rain water Harvesting structures as required under these regulations. Failure to provide Rain Water Harvesting System shall be deemed as breach of the conditions on which the development permission has been granted.
8. As per provisions of section 13.2, 13.4, 13.5 of UDCPR- 2020, the applicant / owner / developer shall install SWH / RTPV, Grey Water Recycling Plant and Solid waste management systems and requisite provisions shall be made for proper functioning of the system.
9. Action should be taken as per Section 42A (2) of Maharashtra Land Revenue Act, 1966.
10. The Owner / Developer and The Architect shall strictly adhere to the condition mentioned in Fire NOC.
11. The Owner & the Architect and Structural Engineer concerned area instructed to Strictly adhere to the conditions of FIRE NOC issued vide PMC/Fire/2121/Ref No.1485/2023/217, Dated 25/08/2023 by Chief Fire Officer, Fire Brigade Department, PMC.
12. The Owner / Developer shall obtain all the necessary final NOC's / completion certificates / clearance relating to water supply, sewerages, SWD, Tree, CFO etc. from Panvel Municipal Corporation/CIDCO and submit the same to Panvel Municipal Corporation before applying for Occupancy Certificate for the building on the land under reference.
13. This Commencement Certificate issued to subject to condition that owner of the said plot to obtain Sub-plot Demarcation plan from the competent Authority.
14. The Owner / Developer shall develop RG areas and shall plant and maintain the required number of trees in the RG area as per UDCPR's and shall submit final NOC from the Tree Authority before applying for Occupancy Certificate.
15. Recreation ground or amenity open space be developed before applying for Building Completion Certificate.
16. No work should be started unless the existing structures area to be demolished with utmost care.
17. The Owner & the Architect and Structural Engineer concerned are fully responsible for the construction quality of the building as per approved building plan. Structural design, Stability building construction quality, which should confirm to with stand an earthquake of highest intensity in seismic zone IV.
18. The building constructed should not be occupied without obtaining Occupation Certificate. Otherwise, it will be treated as unauthorized use and necessary action as per law will be taken.
19. The Owner & the architect are fully responsible for any Ownership. Area & Boundary disputes. In case of any dispute Panvel Municipal Corporation will not be responsible.
20. F.S.I. Calculation submitted in the drawings shall be as per UDCPR-2020 Rules. If any discrepancy observed, the Architect will be held responsible and liable for necessary action.





21. The Owner / Developer is fully responsible for any Court Matter if pending in the Court and the order from Hon. Court shall be binding on the applicant.
22. In case of revised permission wherever third-party interest is created by way of registered agreement to sale or lease etc. of the apartment, concerning such interest party / person as specified under RERA act, shall be submitted.
23. The Owner / Developer shall be fully responsible if any objection raised by the flat owner to whom applicant has sold the unit as per previous Commencement Certificate.
24. It is Mandatory to provide Temporary Toilet to labourers at site during construction period.
25. It is mandatory for the institution to take safety measures while the construction is under progress with respect to the educational activities going on in the respective site.
26. It is mandatory that the Natural course of water flowing through the plot should be channelized and maintained by the applicant.
27. As per Govt. of Maharashtra memorandum vide No.TBP/4393/1504/C4-287/94, UD-11/RDP, Dt.19<sup>th</sup> July, 1994 for all buildings following additional conditions shall apply.
  - i) As soon as the development permission for new construction or re-development is obtained by the Owners/Developer, he shall install a 'Display Board' on the conspicuous place on site indicating following details; -
    - a) Name and address of the owner/developer, Architect and Contractor.
    - b) Survey Number/City survey Number, Plot Number/Sector & Node of Land under reference along with description of its boundaries.
    - c) Order Number and date of grant of development permissions or re-development permission issued by the Planning Authority or any other authority.
    - d) Number of Residential flats/Commercial Units with areas.
    - e) Address where copies of detailed approved plans shall be available for inspection.
  - ii) A notice in the form of an advertisement, giving all the detailed mentioned in (i) above, shall be published in two widely circulated newspapers one of which should be in regional language.
28. As per the notification dtd. 14<sup>th</sup> September 1999 and amendment on 27<sup>th</sup> August 2003, issued by Ministry of Environment & Forest (MOEF), Govt. of India and as per Circular issued by Urban Development Dept., Govt. of Maharashtra, vide No. FAR/102004/160/P.No.27/UD-20, dtd. 27/02/2004, for all Buildings following additional conditions shall apply.

The owners / Developers shall use fly ash Bricks or Blocks or Tiles or Clay fly ash Bricks or cement fly ash bricks or blocks or similar products or a Combination of aggregate of them to the extent of 100% (by volume) of the total bricks, blocks & Tiles as the case may be in their construction activity.
29. The building material in reconstruction case or soil removed from the trenches should not be dumped or stored on municipal road. It should be dumped or stored on site as would be decided by the concern Ward Officers of Panvel Municipal Corporation.
30. The applicants should fulfill all the health-related provisions mentioned in the "Implementation of Ant larval & Mosquito Prevention Activities during and after construction and Tree Authority Bye-Laws 1966" The special mention is for mosquito prevention activities, construction of over-head tanks, debris removal and the sanitary conditions of drainage etc.
31. Workers should be accommodated at a distance of 25 to 35 feet from the protective walls of adjacent buildings on all sides of the construction site and also from the place where excavation has started. The developer should also arrange accommodation as per the standard in Section 34 of the Building and Other Construction Workers (Employment Regulation and Conditions of Service) Act, 1996.



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Accommodation: -

The employer shall provide, free of charges and within the work site or as near to it as may be possible, temporary living accommodation to all building workers employed by him for such period as the building or other construction work is in progress.

The temporary accommodation provided under sub-section (1) shall have separate cooking place, bathing, washing and lavatory facilities.

As soon as may be, after the building or other construction work is over, the employer shall, at his own cost, cause removal or demolition of the temporary structures erected by him for purpose of providing living accommodation cooking place or other facilities to the building workers as required under sub-section (1) and restore the ground in good level and clean condition.

4. In case an employer is given any land by a Municipal Board or any other local authority for the purposes of providing temporary accommodation for the building workers under this section, he shall, as soon as may be after the construction work is over, return the possession of such land in the same condition in which he received the same.
32. The workers' quarters should be 25 to 35 feet away from the trees on the construction site so that if the tree falls, the workers' residence will not be endangered.
33. Special care should be taken to ensure that the colony on the construction site is not endangered by electricity and fire.
34. In construction sites where rivers, streams, nallas and natural water streams are in operation, special care should be taken for the safety of the workers and their place of residence should be 50 feet away from such streams.
35. Those working on the construction site must be registered under Section 15 of the "Building and Other Construction (Employment Regulation and Conditions of Service) Act, 1996"  
Section: - 15 Register of beneficiaries: - Every employer shall maintain a register in such form as may be prescribed showing the details of employment of beneficiaries employed in the building or other construction work undertaken by him and the same may be inspected without any prior notice by the secretary of the board or any other officer duly authorized by the board in this behalf.
36. Special care should be taken that workers not registered with the Maharashtra Building and Other Construction Workers Welfare Board will not work on the site.
37. A joint meeting of the developers and contractors of the Municipal Corporation and the municipal limits should be convened to take special care of the safety of the workers and to make the developers aware of the provisions of the Workers' Safety Act.
38. The developer will be obliged to take out accident insurance for the workers so that they are not deprived of the benefits they get in the event of an accident at work.
39. The design of the septic tank will be in accordance with the design of (IS-2470 & UDCPR- 2020), which will be binding on the developer / Architects and his successors. (If Applicable)
40. You will be required to get the design of your septic tank approved by the Sewage Department, Panvel Municipal Corporation. (If Applicable)
41. The Manual Scavenging Act 2013 prohibits the activities of manual scavenging. Therefore, the applicant shall submit undertaking before applying for Occupancy Certificate, stating that you will not violate the said law.
42. The Owner / Developer shall be responsible for clearing all pending dues of Govt. & Planning Authorities.
43. The Owner/ Developer shall be responsible for Planting one Indigenous Tree per 100 Sq.mtr Plot area as per UDCPR-2020. (Like Neem, Mango, Gulmohar, Peepal, Arjun, Jamun, Beal etc.)



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44. The Owner / Developer is required to construct the discharge line at his own cost.
45. The Owner / Developer should set up electrical vehicle charging point in the said plot.
46. The applicant shall obtain No Objection Certificate from Maharashtra Pollution Control Board before applying for Part / Full Occupancy Certificate.
47. The applicant shall submit No objection certificate for access Highway from competent Authority before applying for occupancy certificate and applicant has to comply all the condition mentioned in Highway NOC.
48. It is the responsibility of applicant that adhere to the terms & conditions mentioned in Environmental Clearance dated 02/02/2024.
49. The applicant has used area of 2867.840 Sq.mt. generated from DRC No. 27/2022, S.No. 77, Adivali on Survey No. 13/1, 14/5B, 14/6, 15/5, 15/6 & 15/8.
50. The applicant has used area of 1413.932 Sq.mt. generated from DRC No. 37/2023, S.No. 146/3, Pisarve on Survey No. 13/1, 14/5B, 14/6, 15/5, 15/6 & 15/8.
51. The applicant has used area of 672.439 Sq.mt. generated from DRC No. 41/2024, S.No. 35/3, Rohinjan on Survey No. 13/1, 14/5B, 14/6, 15/5, 15/6 & 15/8.
52. The applicant has used area of 2067.818 Sq.mt. generated from DRC No. 42/2024, S.No. 35/4, Rohinjan on Survey No. 13/1, 14/5B, 14/6, 15/5, 15/6 & 15/8.
53. In this amended development permission, applicant has Proposed 676.00 Sq.mt TDR in lieu of premium as per No.TPS-1224/1018/CR.15/24/UD-12, Dated 15/03/2024, It is the responsibility of applicant to follow further directions issued by Government or competent authority regarding above government resolutions. (if any)
54. This set of Plans supersedes earlier approved plans vide letter dated 10/04/2024.
55. A Duly signed set of plans are attached herewith.

Note: - You have to pay the necessary charges due to GST if applicable in future as per Panvel Municipal /Corporation policy and as informed to you in writing and if not paid the permission granted will be revoked.

मा. अधिकृत यांचे मंजूरी नुसार

Deputy Director of Town Planning  
Panvel Municipal Corporation

- C.C.TO:-
- 1) M/s Metro Satyam Developers  
Through its Partner  
Mr. Hitesh Jain & Mr. Karan R. Gulati,  
Office 1204, 12<sup>th</sup> Floor, Maithili Signet,  
Sector – 30A, Vashi, Navi Mumbai – 400 705.
  - 2) Architect,  
M/s. AN. ARCH Architects & Planner,  
Office No. 20 & 21, Ground Floor,  
Raheja Arcade, Plot No. 61, Sector 11,  
CBD Belapur, Navi Mumbai 400614.
  - 3) Ward Officer,  
Prabhag Samiti 'A, B, C, D'  
Panvel Municipal Corporation, Panvel.
  - 4) Tahasildar, Panvel for information & requested to take converted N.A. Tax within 30 days from date of issue of Commencement Certificate of Panvel Municipal Corporation.





**"Annexure- D"**

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TO WHOMSOEVER IT MAY CONCERN

**SUB:** All those pieces and parcels of agricultural lands bearing Survey Nos. 14/5 part admeasuring 0-12-31 (H.R.P.), Assessment 0.72 (Rs. Ps.), Survey No. 14/6 admeasuring 0-05-00 (H.R.P.), Assessment 0.16 (Rs. Ps.), Survey No. 15/5, admeasuring 0-03-30 (H.R.P.), Assessment 0.56, (Rs. Ps.) Survey No.15/6 admeasuring 0-46-00 (H.R.P.), Assessment 1.62 (Rs. Ps.), Survey No.15/8 admeasuring 0-10-10 (H.R.P.), warkas land plus 0-00-50 (H.R.P) potkharaba (uncultivable) totally admeasuring 0-10-60, Assessment 1.62 (Rs. Ps.) & and non-agricultural bearing Survey No. 13/1 part admeasuring 0-02-28 (H.R.P.), Assessment 157.00 (Rs. Ps.) all lying being and situate at revenue Village Rohinjan, Taluka Panvel, District Raigad, Registration Sub District of Panvel.

We have investigated the title of M/S. METRO-SATYAM DEVELOPERS, a partnership firm duly registered under the provisions of Indian Partnership Act, 1932, having its office at 1204-06, Maithili Signet, Plot No. 39/4, Sector - 30A, Vashi, Navi Mumbai - 400 705 through its Partners (1) MR. SURESH JAIN, (2) MR. RAJESH GULATI, (3) MR. HITESH JAIN and (4) KARAN GULATI (hereinafter referred to as "METRO-SATYAM").

*[Signature]*

Navi Mumbai Office: 237-240, 2<sup>nd</sup> Floor, Big Splash, Sector - 17, Vashi, Navi Mumbai 400 703.  
Phone No. 022 2789 1453, 022 6791 2099 | Email: mail@mtripathico.com

Fort Office: 1<sup>st</sup> Floor, Irani Building, Plot No. 80, Opp. Siddharth Law College, Janmabhoomi Marg, Fort, Mumbai - 400 001.  
Phone No. 022 02283 1010 | Email: mail@mtripathico.com



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On 13<sup>th</sup> August, 2020, we had issued separate Title Certificates in respect of each of the above lands. METRO -SATYAM have since then amalgamated the said lands and are developing them as a single project. METRO SATYAM have therefore requested us to issue a Composite Title Certificate in respect of all the above subject lands.

- I. Initially METRO-SATYAM got the searches conducted in the Office of Sub-Registrar of Assurances, Panvel for a period of thirty years from the year 1989 to 2019. To enable us to issue the composite Title Certificate of current date, we got the searches conducted in respect of the above lands for the period 2019 to 2021 in the offices of Sub-Registrar, Panvel. We also went through the Record of Rights and the Deeds of Conveyance duly registered in favour of METRO SATYAM by the MAKAD FAMILY before the Office of Sub-Registrar, Panvel.
- II. We had also got the Public Notice issued in the newspapers, "LOKMAT" and "THE TIMES OF INDIA - NAVI MUMBAI EDITION" both dated 16/02/2019 inviting objections from the public at large to the proposed the transfer of the above plots to METRO SATYAM. We, however, did not receive any objection.





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In the light of the Search Reports and the Public Notices and on going through the title deeds of the aforesaid lands, we have to state as under:



**A. TRACING OF TITLE OF SURVEY NO. 14/5:**

- i. One Shri. Rama Gan Patil Sitaram was seized and possessed of and well and sufficiently entitled to all that various pieces and parcels of agricultural lands including the bearing Survey No. 14, Hissa No.5 admeasuring 0-18-0, equivalent to 1800 sq.mtrs, lying being and situate at Village -Rohinjan, Taluka-Panvel, District - Raigad more particularly described under the First Schedule hereunder written (hereinafter referred to as "Land No. I").
- ii. Shri Rama Gan Patil died intestate on 8<sup>th</sup> April, 1933 leaving behind Arjun Rama Patil as his legal heir. The name of Arjun Rama Patil was recorded as the holder of the Land no.1 vide Mutation Entry No. 157 dated the 25<sup>th</sup> April, 1933.
- iii. Shri Arjun Rama Patil died intestate on the 11<sup>th</sup> September, 1950 leaving behind Shri Sitaram Arjun Patil as his legal heir. Shri Sitaram Arjun Patil was declared as the Karta of Arjun family and the same

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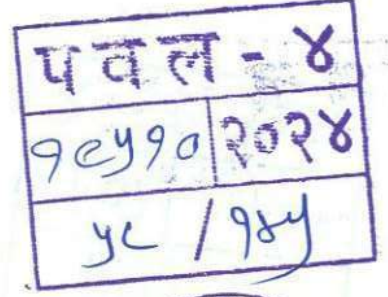
was recorded in the Record of Rights vide Mutation Entry No. 386 dated the 1<sup>st</sup> February, 1951.

Shri. Sitaram Arjun Patil died on 17<sup>th</sup> January, 1981 leaving behind three sons namely (i) Shri. Shantaram Sitaram Patil, (ii) Shri. Ramchandra Sitaram Patil and (3) Shri. Parshuram Sitaram Patil as his only legal heirs. The said fact was recorded in the Record of Rights of the Land No. I by Mutation Entry No.876 dated the 17<sup>th</sup> January, 1981.

- v. Vide Vardi given by (i) Shri. Shantaram Sitaram Patil, (ii) Shri. Ramchandra Sitaram Patil and (iii) Shri Parshuram, Sitaram Patil as his only legal heirs, the lands of late Shri. Sitaram Arjun Patil were partitioned amongst them and the Land No. I came to the share of one of the heirs Shri. Ramchandra Sitaram Patil. The said fact was recorded in the Records of Rights by Mutation Entry No. 883 on 3<sup>rd</sup> September, 1981 (certified by Circle Officer on 8<sup>th</sup> January, 1982).
- vi. By virtue of the above partition, Shri Ramchandra Sitaram Patil (hereinafter referred to as "Original Owner of Land No.1") became seized and possessed of and well and sufficiently entitled the Land No. I being all that piece and parcel of agricultural land bearing

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Survey No. 14, Hissa No.5 admeasuring 0-18-0, equivalent to 1800 sq.mtrs, lying being and situate at Village -Rohinjan, Taluka -Panvel, District - Raigad.



- vii. That by Conveyance Deed dated 25<sup>th</sup> January, 1988, the Original Owner of Land No. I sold and conveyed the Land No. I to Shri Harbanslal Fakirchand Makad on the terms and conditions more specifically set out in the Conveyance Deed dated the 25<sup>th</sup> January, 1988. The said Conveyance Deed dated the 25<sup>th</sup> January, 1988 came to be duly registered on the 25<sup>th</sup> January, 1988 with the Sub-Registrar at Panvel, under Sr.No.94/8
- viii. Thereafter on the Application of the Original Owner of Land No. I to the Tahsildhar, Panvel, the name of Shri.Harbanslal Fakirchand Makad was recorded as the holder of the Land No. I vide Mutation Entry No. 697.

**B. TRACING OF TITLE OF SURVEY NO. 14/6:**

- i. That Shri Shiva Bal Patil was seized and possessed of and well and sufficiently entitled to a piece and parcel of land bearing Survey Nos. 14/6, admeasuring 0-05-00 equivalent to 500 sq.mtrs lying, being and situate at Village: Rohinjan Tal: Panvel, Dist: Raigad,

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more particularly set out in the Second Schedule hereunder written  
(hereinafter referred to as 'the Land No. II').

ii. Shri Shiva Bal Patil died intestate on the 3<sup>rd</sup> August, 1944 leaving behind Shri Tukaram Shiva Patil. After the demise of Shri Shiva Bal Patil, Shri Tukaram Shiva Patil was declared Karta/head of the Shiva Bal Patil Family and the same was recorded in the Record of Rights in respect of Land No. II vide Mutation Entry No. 271.

iii. Shri Tukaram Shiva Patil died intestate on the 14<sup>th</sup> December, 1977 leaving behind (a) Shri Kashinath Tukaram Patil, (b) Smt. Gangabai Shankar Patil, (c) Smt. Tarabai Namdev Patil, (d) Smt. Vithabai Hasuram Patil & (e) Smt. Shantabai Tukaram Patil (hereinafter referred to as "Original Owners of Land No. II) as his legal heirs whose names were recorded in the Record of Rights of Land No. II vide Mutation Entry No. 851 dated the 3<sup>rd</sup> October, 1978.

iv. That by Conveyance Deed dated the 25<sup>th</sup> November, 1988, the Original Owners of Land No. II along with Shri Sharad Kashinath Patil and Shri Vishwanath Kashinath Patil sold and conveyed the Land No. II to Shri Harbanslal Fakirchand Makad on the terms and

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conditions more particularly set out in the Conveyance Deed dated the 25<sup>th</sup> November, 1988. The said Conveyance Deed was registered with the Sub-Registrar of Assurances, Panvel under Sr.No.8 of 1989.



- v. That the name of Shri Harbanslal Fakirchand Makad was recorded as the holder of the Land No.II by Mutation Entry No. 995 dated the 6<sup>th</sup> February, 1990.

#### C. TRACING OF TITLE OF SURVEY NO. 15/6:

- i. One Shri Changa Marya Patil was seized and possessed off and well and sufficiently entitled to a piece and parcel of land bearing Survey No. 15/6, admeasuring 0-46-0 equivalent to 4600 sq.mtrs lying, being and situate at Village: Rohinjan Tal: Panvel, Dist: Raigad, more particularly set out in the Third Schedule hereunder written (hereinafter referred to as 'the Land No. III').
- ii. Vide Sale Deed dated the 28<sup>th</sup> November, 1938 Shri Changa Marya Patil sold the Land No. III to one Shri Dhanmaal Namaji Marwadi on the terms and conditions more particularly set out in the Sale Deed dated the 28<sup>th</sup> November, 1938, The said fact

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was recorded in the Record of Rights of Land No. III by Mutation Entry No. 214 dated the 16<sup>th</sup> December, 1938.

iii. Thereafter the name of Shri Tukaram Shiva Patil was recorded as Protected Tenant in respect of the Land no. III vide Mutation Entry No 330 dated the 2<sup>nd</sup> February, 1948.

- iv. Shri Tukaram Shiva Patil thus became the deemed purchaser thereof under S. 32 of Maharashtra Tenancy and Agricultural Lands Act, 1948 (MT & AL Act).
- v. That by Mutation Entry No. 635 dated the 6<sup>th</sup> January, 1967 it was recorded that the Mamlatdar, Panvel, in exercise of power vested in him by S. 32(G) of the Maharashtra Tenancy and Agricultural Lands Act, 1948, determined the price of the said Land No. III at ₹ 819 payable by the Tenant, Shri Tukaram Shiva Patil to the Landlord in six instalments.
- vi. That on the payment of the purchase price by Shri Tukaram Shiva Patil in respect of the Land No. III, the Addl. Tahsildar/Collector by his Order dated the 20<sup>th</sup> October, 1987 issued Certificate u/s 32(M) of the said Act and the name of Shri Tukaram Shiva Patil was entered in the Records of the

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Rights as the holder in respect of the Land No. III bearing  
Survey No. 15/6 by Mutation Entry No.960.

- vii. Shri Tukaram Shiva Patil died intestate on the 14<sup>th</sup> December, 1977 leaving behind (a) Shri Kashinath Tukaram Patil, (b) Smt. Gangabai Shankar Patil, (c) Smt. Tarabai Namdev Patil, (d) Smt. Vithabai Hasuram Patil (d) Smt. Shantabai Tukaram Patil, (hereinafter referred to as "Original Owners of Land No. III) as his legal heirs whose names were recorded in the Record of Rights of Land No. III vide Mutation Entry No. 851 dated the 3<sup>rd</sup> October, 1978.
- viii. That by Conveyance Deed dated the 14<sup>th</sup> August, 1989 the Original Owners of Land No. III along with Shri Sharad Kashinath Patil and Shri Vishwanath Kashinath Patil sold and conveyed the Land No. III i.e Survey No. 15/6 to Shri. Harbanslal Fakirchand Makad on the terms and conditions more specifically set out in the Conveyance Deed dated the 14<sup>th</sup> August, 1989. The Conveyance Deed was registered with the Sub-Registrar of Assurances, Panvel under Sr.No.1815 of 1989 on the 5<sup>th</sup> September, 1989.

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By virtue of the Conveyance Deed dated the 14<sup>th</sup> August, 1989, the name of Shri. Harbanlal Fakirchand Makad was entered in the Records of Rights as holder of the Land No.III by Mutation Entry No. 996.

#### D. TRACING OF TITLE OF 15/5 and 15/8:

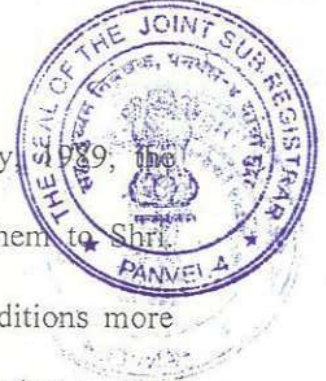
- i. One Shri Dorabji Dadabai Mistry was seized and possessed off and well and sufficiently entitled to pieces and parcels of lands bearing Survey No.15, Hissa No. 5, admeasuring 0-03-3 equivalent to 330 sq.mtrs & Survey No.15, Hissa No. 8, admeasuring 0-10-10 equivalent to 1010 sq.mtrs both lying being and situate at Village – Rohinjan, Taluka-Panvel, Dist-Raigad more particularly described in the Fourth & Fifth Schedules hereunder written (hereinafter referred to "Lands Nos. IV" & "V").
- ii. Shri Dorabji Dadabai Mistry died intestate somewhere in the year, 1934 and name of his son, Minu (Minchar) Dorabji Mistry (hereinafter referred to 'the Original Owner of Lands Nos. IV & V') was recorded as the legal heir of late Shri Dorabji Dadabai Mistry in the Record of Rights of Lands Nos. IV & V vide Mutation Entry No. 179 dated the 10<sup>th</sup> December, 1934.

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- iii. That by a Conveyance Deed dated the 9<sup>th</sup> February 1989, Owner of Lands No. IV & V sold and conveyed them to Shri. Harbanslal Fakirchand Makad on the terms and conditions more particularly set out in the Conveyance Deed dated the 9<sup>th</sup> February, 1989. The said Conveyance Deed was duly registered with the Sub-Registrar of Assurances, Panvel under Sr.No.255 of 1989.
- iv. By virtue of the Conveyance Deed the name of Shri. Harbanslal Fakirchand Makad was entered in the Records of Rights of the Lands No. IV & V vide Mutation Entry No.998 dated 6<sup>th</sup> February, 1990.
- v. That by a Gift Deed dated the 31<sup>st</sup> December, 2013, Mr.Harbanslal Fakirchand Makad gifted the said lands No.I, II, III, IV & V to (a) Dinesh Sunderlal Makad, (b) Preeti Dinesh Makad (c) Nirmal Sunderlal Makad (d)Yashpal Sunderlal Makad, ( e) Seema Yashpal Makad (hereinafter referred to as "the Owners") on the terms and conditions set out in the Gift Deed dated the 31<sup>st</sup> December, 2013. The Gift Deed was registered with the Sub-Registrar of Assurances, Panvel under Sr.No. PVL-4/3176/2014.
- vi. On the execution of the Gift Deed dated the 31<sup>st</sup> December, 2013, the names of the Owners were entered in the Records of Rights of

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Lands Nos. I, II, III, IV & V as holders thereof vide Mutation Entry

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By virtue of the Gift Deed dated the 31<sup>st</sup> December, 2013, the Owners became seized and possessed of and well and sufficiently entitled to all that pieces and parcels of lands all lying being and situate at Village-Rohinjan, Tal-Panvel, Dist-Raigad more particularly described in the first, second, third, fourth & fifth schedules hereunder written.

**E. TRACING OF TITLE OF SURVEY NO. 13/1:**

- i. That by a Conveyance Deed dated the 29<sup>th</sup> January, 1966 one Shri Aba Hari Patil & Shri Chander Aba Patil sold and conveyed to one Shri Jamshetji Jeejibhai Khambata, a piece and parcel of land bearing Survey No. 13/1, admeasuring 0-15-70 equivalent to 1570 sq.mtrs lying being and situate and Village Rohinjan, Taluka Panvel, District Raigad more particularly described in the Sixth Schedule hereunder written (hereinafter referred to as "the Land No.VI"). The said fact was recorded in the Records of Rights vide Mutation Entry No.609 dated the 26<sup>th</sup> April, 1966.
- ii. Shri Jamshetji Jeejibhai Khambata by a Conveyance Deed dated the 4<sup>th</sup> April, 1981 sold and conveyed the Land No.VI to one Shri

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Dadabhai Navroji Kavarana. The said fact was recorded in the Records of Rights vide Mutation Entry No.879 dated 1<sup>st</sup> June, 1981.

- iii. By a Conveyance Deed dated the 10<sup>th</sup> December, 1987 Shri Dadabhai Navroji Kavarana sold and conveyed the Land No.VI to one Smt. Mina Dhalchand Gupta & Shri Jayantilal Keshavji Shah. The said fact was recorded in the Records of Rights vide Mutation Entry No.978 dated 24<sup>th</sup> August, 1989.
- iv. By a Conveyance Deed dated the 3<sup>rd</sup> December, 1996 Smt. Mina Dhalchand Gupta & Shri Jayantilal Keshavji Shah sold and conveyed the Land No.VI to Shri Vasi Ahmed Mohammed Zabbar Sheikh & Shri Mustaq Ali Vasi Ahmed. The said fact was recorded in the Records of Rights vide Mutation Entry No.2087 dated 4<sup>th</sup> February, 1997.
- v. By a Conveyance Deed dated the 3<sup>rd</sup> October, 2001 Shri Vasi Ahmed Mohammed Zabbar Sheikh & Shri Mustaq Ali Vasi Ahmed sold and conveyed a piece of the land admeasuring 1.00 guntha i.e 100 sq.mts of the Land No.VI to one Shri Subhash Ankush Patil. The said fact was recorded in the Records of Rights vide Mutation Entry No.2149 dated the 1<sup>st</sup> January, 2002.

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VI Conveyance Deed dated the 28<sup>th</sup> April, 2007 Shri Subhash Anand sold and conveyed all his rights, title and interest in the Land No. VI to Shri Amir Ulhas Samiullah Khan. The said fact was recorded in the Records of Rights vide Mutation Entry No.2353 dated th 26<sup>th</sup> June, 2007.

- vii. Shri. Vasi Ahmed Mohammed Zabbar Sheikh and Shri. Mustaq Ali Vasi Ahmed by a Conveyance Deed dated 1<sup>st</sup> August, 2012 sold a piece of the Land No. VI admeasuring 92.94 sq.mts out of 1470 sq.mts to one Shri Abdul Hamid Abdul Sabur Khan. The said fact was recorded in the Records of Rights of Land No.VI vide Mutation Entry No. 2776 dated the 19<sup>th</sup> September, 2013.
- viii. The Land No.VI i.e., Survey No.13/1 is in front of the other Survey Nos. acquired by the Owners, (a) Dinesh Sunderlal Makad, (b) Preeti Dinesh Makad (c) Nirmal Sunderlal Makad (d)Yashpal Sunderlal Makad, (e) Seema Yashpal Makad by Gift Deed as stated supra.
- ix. The Owners had the right of way/easement right of 10 feet for ingress and outgress from the Land No.VI to their lands. To have a wider frontage to their lands, the Owners therefore decided to acquire a portion of the Land No.VI.

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Advocates



- x. By a Deed of Exchange dated the 6<sup>th</sup> November, 2017 and between Shri. Vasi Ahmed Mohammed Zabbar Sheikh and Shri. Mushtaq Ali Vasi Ahmed Sheikh of one part and the Owners of the other part, the said Shri. Vasi Ahmed Mohammed Zabbar Sheikh and Shri. Mushtaq Ali Vasi Ahmed Sheikh sold, assigned and transferred, a part of the land bearing Survey No. 13/1, admeasuring 0-02-28 gunthas i.e., 228 sq.mts out of the total area of 1377.06 sq.mts in their ownership to the Owners. In consideration and exchange whereof, the Owners sold and transferred to Shri. Vasi Ahmed Mohammed Zabbar Sheikh and Shri. Mushtaq Ali Vasi Ahmed Sheikh, a piece of the Land No. I bearing Survey No. 14, Hissa No. 5 admeasuring 0-05-69 gunthas i.e., 569 sq.mts out of 0-18-00 ie 1800 sq.mts on the terms and conditions set out in the Exchange Deed dated the 6<sup>th</sup> November, 2017. The Deed of Exchange was registered with the Sub-Registrar of Assurances, Panvel - I under Sr. No. 9031/2017. The said fact was recorded in the Records of Rights of the Land No. I & VI i.e., Survey No. 14/5 & 13/1 vide Mutation Entry No.2962 dated the 1<sup>st</sup> December, 2017.
- xi. By virtue of the Deed of Exchange dated the 6<sup>th</sup> November, 2017, the names of the Owners were entered into the Records of Rights of Survey No13/1 as the holders of the portion of the said land to the

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extent of 228 sq. mtrs. out of 1570 sq. mtrs. The said land is more particularly described in the seventh schedule hereunder written.

\*That by virtue of Gift Deed dated the 31<sup>st</sup> December, 2013 and Deed of Exchange dated the 6<sup>th</sup> November, 2017 the Owners are seized and possessed of and well and sufficiently to entitled to pieces and parcels of lands, the details whereof are set out hereinbelow:-

Sr. No.	Survey No.	Hissa No.	Admeasuring H. R. P.	Potkharba	Aakar Rs. Pai
1	15	6	0-46-0	0.00.00	1 = 62
2	14	6	0-05-0	0.00.00	0 = 16
3	15	5	0-03-3	0.00.00	0 = 56
4	14	5	0-12-31	0.00.00	0 = 72
5	15	8	0-10-1	0.00.50	1 = 62
6	13	1(p)	0-02-28	0.00.00	1 = 57

G. That though the Owners had the right of way of 10 feet through the Survey No.13/1, they acquired the 2.28 gunthas i.e., 228 sq.mts of the said Survey No.13/1 for a widening the road for ingress and outgress to their other lands through Survey No. 13/1.

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Advocates



H. That Gram Panchayat, Talathi Saja -Rohinjan has granted Certificate dated the 21<sup>st</sup> March, 2019 interalia stating therein that as per the Records of Rights, there are no outstanding dues payable in respect of the said lands and the said lands are not under any acquisition and the same do not fall under Forest Land

I. That vide Notification dated the 14<sup>th</sup> October, 2016 bearing No.TPS-1216/UOR-77/16/UD-12 the Government of Maharashtra withdrew the appointment of MMRDA as the Special Planning Authority in respect of certain villages including Rohinjan where the said lands are situated. Presently the said lands fall within the Panvel Municipal Corporation.

J. As per the Legal Audit Report dated the 12<sup>th</sup> April, 2019 issued by Cubic Tree the pending litigations against the Makad family are not related to the subject lands.

**K. CONVEYANCE OF LAND BEARING SURVEY NOS. 14/5  
FROM MAKAD FAMILY TO M/S. METRO SATYAM  
DEVELOPERS:**

i. By a Deed of Conveyance dated the 17<sup>th</sup> September, 2019, the Owners (a) Dinesh Sunderlal Makad, (b) Preeti Dinesh Makad (c)

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Nirmal Sunderlal Makad (d) Yashpal Sunderlal Makad, (e) Seema Yashpal Makad sold conveyed transferred and assigned all their rights title and interest being all that piece and parcel of agricultural land bearing Survey No. 14, Hissa no. 5 admeasuring 0-12-31(H.R.P) i.e., 1231 sq. mts. Assessment 0.72 (Rs. Ps.) lying, being and situate at revenue Village Rohinjan, Taluka Panvel, District Raigad to M/s. Metro Satyam Developers on the terms and conditions more specifically set out in the Deed of conveyance dated the 17<sup>th</sup> September, 2019. The said Deed of Conveyance was duly registered with the Office of Sub-Registrar of Assurances, Panvel-4 on the same date under Sr. No. 8802/2019. On the same day the possession of the said land was handed over to M/s. Metro Satyam Developers. The same was recorded in the Letter of Possession signed by the parties.

- ii. By virtue of the Deed of Conveyance dated the 17<sup>th</sup> September, 2019, the name of METRO SATYAM DEVELOPERS (through its Partner Shri Karan Gulati) was entered into the Record of Rights of Survey No. 14/5 as the Holder thereof vide Mutation Entry No. 3079.

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Advocates



**L. CONVEYANCE OF LAND BEARING SURVEY NOS. 14/6  
FROM MAKAD FAMILY TO M/S. METRO SATYAM  
DEVELOPERS:**

- i. By a Deed of Conveyance dated the 25<sup>th</sup> September, 2019, the Owners (a) Dinesh Sunderlal Makad, (b) Preeti Dinesh Makad (c)Nirmal Sunderlal Makad (d)Yashpal Sunderlal Makad, ( e) Seema Yashpal Makad sold conveyed transferred and assigned all their rights title and interest being all that piece and parcel of land bearing Survey No. 14, Hissa no. 6 admeasuring 0-05-00 (H.R.P) i.e 500 sq.mts, Assessment 0.16 (Rs.Ps.) lying, being and situate at revenue Village Rohinjan, Taluka Panvel, District Raigad to M/s. Metro Satyam Developers on the terms and conditions more specifically set out in the Deed of conveyance dated the 25<sup>th</sup> September, 2019. The said Deed of Conveyance was duly registered with the Office of Sub-Registrar of Assurances, Panvel-4 on the same date under Sr. No. 9148/2019. On the same day the possession of the said land was handed over to M/s. Metro Satyam Developers. The same was recorded in the Letter of Possession signed by the parties.

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By virtue of the Deed of Conveyance dated the 25<sup>th</sup> September, 2019 the name of METRO SATYAM DEVELOPERS (through its partner Shri Hitesh Jain and Karan Gulati) was entered into the Record of Rights of Survey No. 14/6 as the Holder thereof vide Mutation Entry No. 3067.

**M. CONVEYANCE OF LAND BEARING SURVEY NO. 15/6 FROM MAKAD FAMILY TO M/S. METRO SATYAM DEVELOPERS:**

- i. By a Deed of Conveyance dated the 6<sup>th</sup> March, 2020, the Owners (a) Dinesh Sunderlal Makad, (b) Preeti Dinesh Makad (c) Nirmal Sunderlal Makad (d) Yashpal Sunderlal Makad, (e) Seema Yashpal Makad sold conveyed transferred and assigned all their rights title and interest being all that piece and parcel of agricultural land bearing Survey No. 15, Hissa no. 6 admeasuring 0-46-00 (H.R.P) i.e., 4600 sq. mts., Assessment 1.62 (Rs.Ps.) lying, being and situate at revenue Village Rohinjan, Taluka Panvel, District Raigad to M/s. Metro Satyam Developers on the terms and conditions more specifically set out in the Deed of Conveyance dated the 6<sup>th</sup> March, 2020. The said Deed of Conveyance was duly registered with the Office of Sub-Registrar of Assurances, Panvel-4 on the

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same date under Sr. No. 2539/2020. On the same day the possession of the said land was handed over to M/s. Metro Satyam Developers. The same was recorded in the Letter of Possession signed by the parties.

- ii. By virtue of the Deed of Conveyance dated the 6<sup>th</sup> March, 2020 the name of METRO SATYAM DEVELOPERS (through its Partner Shri Hitesh Jain and Shri Karan Gulati) was entered into the Record of Rights of Survey No. 15/6 as the Holder thereof vide Mutation Entry No. 3088.

**N. CONVEYANCE OF LANDS BEARING SURVEY NOS. 15/5 & 15/8 FROM MAKAD FAMILY TO M/S. METRO SATYAM DEVELOPERS:**

- i. By a Deed of Conveyance dated the 29<sup>th</sup> July, 2019 , the Owners (a) Dinesh Sunderlal Makad, (b) Preeti Dinesh Makad (c) Nirmal Sunderlal Makad (d) Yashpal Sunderlal Makad, ( e) Seema Yashpal Makad sold conveyed transferred and assigned all their rights title and interest being all that piece and parcel of agricultural lands bearing Survey No. 15, Hissa no. 5 admeasuring 0-03-30 (H.R.P) i.e 330 sq.mts. Assessment 0.56 (Rs.Ps.) and Survey No.15, Hissa

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No.8 admeasuring 1010 sq.mts. both lying, being and situate at Village Rohinjan, Taluka Panvel, District Raigad to M/s. Metro Satyam Developers on the terms and conditions more specifically set out in the Deed of Conveyance dated the 29<sup>th</sup> July, 2019. The said Deed of Conveyance was duly registered with the Office of Sub-Registrar of Assurances, Panvel-4 on the same date under Sr. No. 7424/2019. On the same day the possession of the said lands was handed over to M/s. Metro Satyam Developers. The same was recorded in the Letter of Possession signed by the parties.

- ii. By virtue of the Deed of Conveyance dated the 29<sup>th</sup> July, 2019 the name of M/S. METRO SATYAM DEVELOPERS (through its partner Shri Hitesh Jain) was entered into the Record of Rights of Survey No. 15/5 as the Holder vide Mutation Entry No. 3035 and in the Record of Rights of Survey No. 15/8 vide Mutation Entry No. 3035.

**O. CONVEYANCE OF LAND BEARING SURVEY NO. 13/1 FROM MAKAD FAMILY TO M/S. METRO SATYAM DEVELOPERS:**

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- i. By a Deed of Conveyance dated the 25<sup>th</sup> September, 2019, the Owners (a) Dinesh Sunderlal Makad, (b) Preeti Dinesh Makad, (c) Nirmal Sunderlal Makad (d) Yashpal Sunderlal Makad, (e) Seema Yashpal Makad sold conveyed transferred and assigned all their rights title and interest being all that piece and parcel of non agricultural land bearing Survey No. 13, Hissa no. 1 admeasuring 0-02-28(H.R.P) i.e 228 sq.mts Assessment 157.00 (Rs. Ps.) lying, being and situate at revenue Village Rohinjan, Taluka Panvel, District Raigad to M/s. Metro Satyam Developers on the terms and conditions more specifically set out in the Deed of Conveyance dated the 25<sup>th</sup> September, 2019. The said Deed of Conveyance was duly registered with the Office of Sub-Registrar of Assurances, Panvel-4 on the same date under Sr. No. 9146/2019. On the same day the possession of the said land was handed over to M/s. Metro Satyam Developers. The same was recorded in the Letter of Possession signed by the parties.
- ii. By virtue of the Deed of Conveyance dated the 25<sup>th</sup> September, 2019 the name of M/S. METRO SATYAM DEVELOPERS (through its Partner Shri Hitesh Jain ) was entered into the Record

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of Rights of Survey No. 13/1 as the Holder thereof vide Mutation Entry No. 177.

P. By virtue of the aforesaid Deeds of Conveyance, M/s. METRO SATYAM DEVELOPERS are seized and possessed of and well and sufficiently entitled to all those pieces and parcels of agricultural lands bearing Survey Nos. 14/5, 14/6, 15/5, 15/6 & 15/8 & and non agricultural bearing Survey No. 13/1, all lying being and situate at revenue Village Rohinjan, Taluka Panvel, District Raigad.

- Q. On the application of the Architect of M/S, METRO SATYAM DEVELOPERS, the Panvel Municipal Corporation granted the Development Permission and issued the Commencement Certificate bearing no. 2020/PMC/TP/BP/1233/2020 both dated the 9<sup>th</sup> October, 2020 for the construction of the residential building on the said lands on the terms and conditions more specifically set out in the Development Permission and Commencement Certificate dated the 9<sup>th</sup> October, 2020.
- R. The Government of Maharashtra notified Unified Development Control and Promotion Regulation (UDCPR), 2020 whereunder the CIDCO /Planning Authority shall grant No Objection Certificate for

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the consumption of additional/ancillary F.S.I on the premium.



- S. In the view of the Unified Development Control and Promotion Regulation (UDCPR), 2020, M/s. METRO SATYAM put up the amended plans for grant of amended Development Permission for construction of Residential cum Commercial building on the said lands.
- T. The Panvel Municipal Corporation granted the Development Permission and issued the Commencement Certificate bearing no. PMC/TP/Rohinjan/13/1, 15/5B & others/20-21/16026/1769 both dated the 27<sup>th</sup> August, 2021 for the construction of the residential building on the said lands on the terms and conditions more specifically set out in the Development Permission and Commencement Certificate dated the 27<sup>th</sup> August, 2021.
- U. Housing Development and Finance Corporation (HDFC) have agreed to provide construction finance in respect of the said project. To secure the repayment of the loan, M/s. METRO SATYAM have mortgaged the subject lands with the said Bank by executing the Mortgage Deed dated the 26<sup>th</sup> September, 2022.

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Subject to whatever has been stated hereinabove and subject to the performance by M/s. METRO SATYAM of the obligations/ terms and conditions of the Mortgage Deed dated the 26<sup>th</sup> September, 2022, the M/s. METRO SATYAM in respect of the subject lands seems to be clear and marketable.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

All that piece and parcel of land bearing Survey No. 14, Hissa No.5 admeasuring 0-12-31 (H.R.P.) out of 0-18-00 (H.R.P) Assessment 0.72 (Rs. Ps .), lying being and situate at revenue Village -Rohinjan, Taluka-Panvel, District – Raigad, Registration Sub District of Panvel and bounded as follows.

- On or towards East by : Land bearing Survey No. 15 Hissa No. 6 and Survey No. 15, Hissa No. 6.  
On or towards West by : Land bearing Survey No. 14, Hissa No. 4 and Survey No. 14, Hissa No. 6.  
On or towards South by : Land bearing Survey No. 16.  
On or towards North by : Land bearing Survey No. 16.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

All that piece and parcel of land bearing Survey No. 14, Hissa No.6, admeasuring 0-05-00 (H.R.P) Assessment 0.16 (Rs.Ps.) lying, being and

*TWS*

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Advocates



situate at revenue Village: Rohinjan Tal: Panvel, Dist: Raigad,

Registration Sub District of Panvel and bounded as follows.

- On or towards East by : Land bearing Survey No. 16.  
On or towards West by : Land bearing Survey No. 14, Hissa No. 4.  
On or towards South by : Land bearing Survey No. 13, Hissa No. 1.  
On or towards North by : Land bearing Survey No. 14, Hissa No. 5.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

All that piece and parcel of land bearing Survey No. 15, Hissa No. 6, admeasuring 0-46-0 (H.R.P.) Assessment 1.62 (Rs. Ps.) and lying, being and situate at revenue Village: Rohinjan Tal: Panvel, Dist: Raigad Registration Sub District of Panvel and bounded as follows.

- On or towards East by : Land bearing Survey No. 15, Hissa No.7.  
On or towards West by : Land bearing Survey No. 14, Hissa No. 8.  
On or towards South by : Land bearing Survey No.13, Hissa No 10.  
On or towards North by : Land bearing Survey No. 14, Hissa No. 5.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

All that piece and parcel of land bearing Survey No.15, Hissa No. 5, admeasuring 0-03-30 (H.R.P.) Assessment 0.56 (Rs. Ps.) lying being and situate at revenue Village – Rohinjan, Taluka-Panvel, Dist-Raigad, Registration Sub District of Panvel and bounded as follows.

- On or towards East by : Land bearing Survey No. 15, Hissa No.6.

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- On or towards West by : Land bearing Survey No. 15, Hissa No. 5.  
 On or towards South by : Land bearing Survey No.15, Hissa No 8.  
 On or towards North by : Land bearing Survey No. 15, Hissa No. \_.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

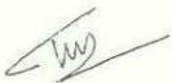
All that piece and parcel of land bearing Survey No.15, Hissa No. 8, admeasuring 0-10-10 (H.R.P.) warkas land plus 0-00-50 Pot Kharaba Assessment 1.62 (Rs. Ps.) lying being and situate at revenue Village-Rohinjan, Taluka-Panvel, Dist-Raigad, Registration Sub District of Panvel Registration Sub District of Panvel and bounded as follows.

- On or towards East by : Land bearing Survey No. 15, Hissa No.6.  
 On or towards West by : Land bearing Survey No. 14, Hissa No. 5.  
 On or towards South by : Land bearing Survey No.16.  
 On or towards North by : Land bearing Survey No. 15, Hissa No.6.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

All that piece and parcel of non-agricultural land bearing Survey No. 13/1 admeasuring 0-15-70 (H.R.P.) warkas land plus 0-00-00 uncultivable land, Assessment 157.00 (Rs. Ps.) lying being and situate at revenue Village-Rohinjan, Tal-Panvel, Dist-Raigad, Registration Sub District of Panvel and bounded as follows.

- On or towards East by : Land bearing Survey No. 14, Hissa No.5.  
 On or towards West by : Road.



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On or towards South by : Road.

On or towards North by : Land bearing Survey No. 14, Hissa No.6



**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

All that piece and parcel of land bearing Survey No. 13/1 part admeasuring 0-2-28 (H.R.P.) Assessment 157.00 (Rs. Ps.), lying being and situate at revenue Village-Rohinjan, Tal-Panvel, Dist-Raigad, Registration Sub District of Panvel and bounded as follows.

On or towards East by : Land bearing Survey No. 14, Hissa No.5.

On or towards West by : Road.

On or towards South by : Road.

On or towards North by: Land bearing Survey No. 14, Hissa No.6

**Dated this 21<sup>st</sup> day of October 2022.**

**For M. Tripathi & Co,**

*M. Tripathi & Co.*  
(Advocate)



ANNEXURE - "E"

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**Maharashtra Real Estate Regulatory Authority**

**REGISTRATION CERTIFICATE OF PROJECT  
FORM 'C'**

[See rule 6(a)]



This registration is granted under section 5 of the Act to the following project under project registration number : P52000031227

Project: Regents Park Kharghar, Plot Bearing / CTS / Survey / Final Plot No.: Survey no.13 1, 14 5B, 14 6, 15 5, 15 6, and 15 8 at Rohinjan, Panvel, Raigarh, 410208;

1. **Metro Satyam Developers** having its registered office / principal place of business at Tehsil: *Thane*, District: *Thane*, Pin: 400705.
2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;  
OR  
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
  - The Registration shall be valid for a period commencing from 11/10/2021 and ending with 30/06/2027 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
  - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Signature valid  
Digitally Signed by  
Dr. Vasant Premanand Prabhu  
(Secretary, MahaRERA)  
Date: 8/20/2024 5:28:08 PM

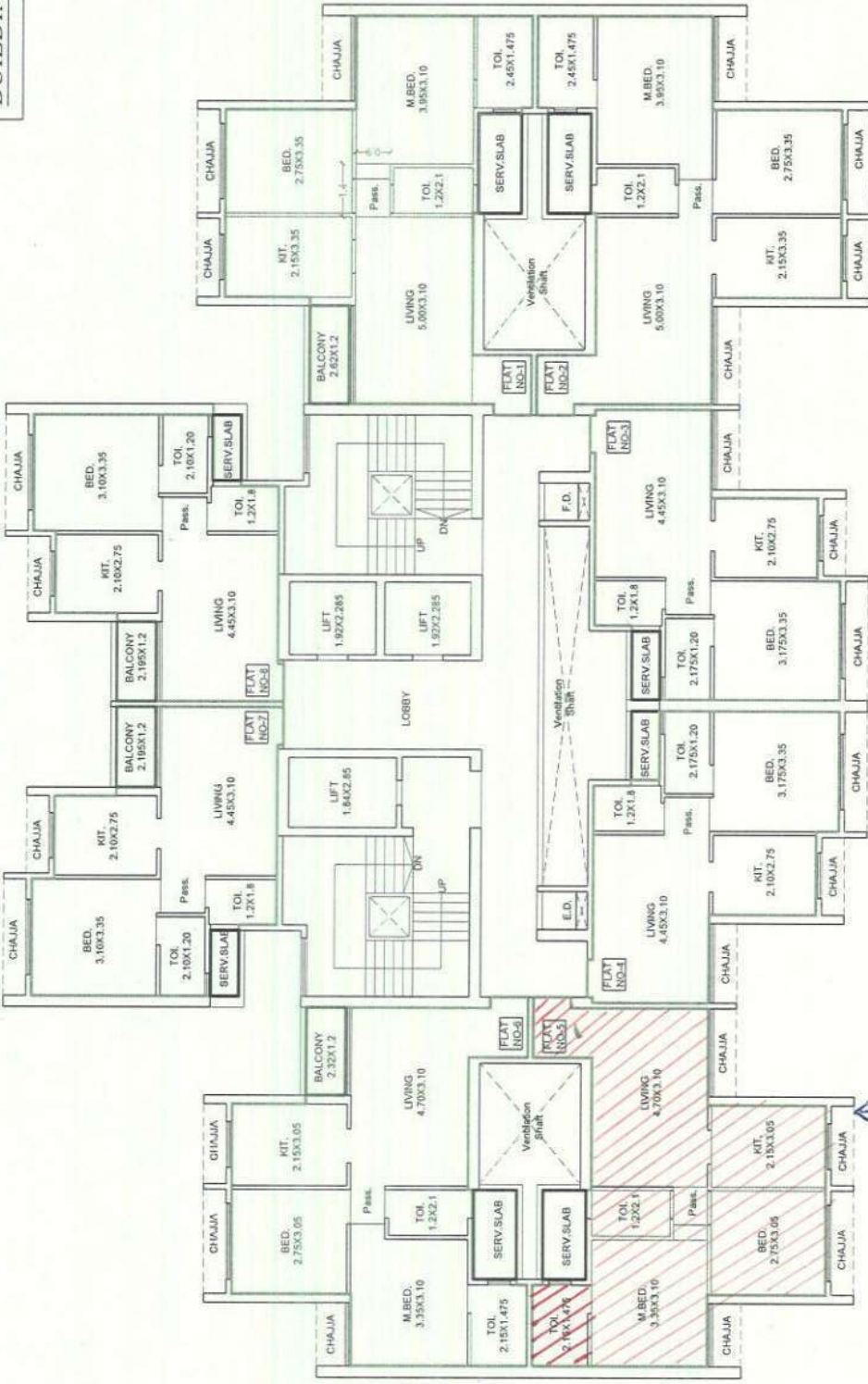
Dated: 20/08/2024  
Place: Mumbai

Signature and seal of the Authorized Officer  
Maharashtra Real Estate Regulatory Authority



BUILDING-B

ANNEXURE - "F"



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BUILDING - B (AS PER REBA)

TYPICAL 5TH TO 8TH, 10TH TO 13TH, 15TH TO 18TH, 20TH TO 23RD, 25TH TO 28TH & 30TH TO 34TH FLOOR PLAN	CARPET AREA (SQ.MTR.) (A)	SERVICE SLAB AREA (SQ.MTR.) (B)	BALCONY AREA (SQ.MTR.) (C)	TOTAL AREA (SQ.MTR.) (D= A+B+C)	DE-AHB/C (E)
501 TO 501, 1001 TO 1301, 1501 TO 1801, 2001 TO 2301, 2501 TO 2801 & 3001 TO 3401	56.802	3.007	3.007	62.816	679.875
502 TO 502, 1002 TO 1302, 1502 TO 1802, 2002 TO 2302, 2502 TO 2802 & 3002 TO 3402	58.133	3.007	3.007	64.147	677.014
503 TO 503, 1003 TO 1303, 1503 TO 1803, 2003 TO 2303, 2503 TO 2803 & 3003 TO 3403	37.977	1.368	1.368	40.713	435.519
504 TO 504, 1004 TO 1304, 1504 TO 1804, 2004 TO 2304, 2504 TO 2804 & 3004 TO 3404	37.977	1.368	1.368	40.713	435.519
505 TO 505, 1005 TO 1305, 1505 TO 1805, 2005 TO 2305, 2505 TO 2805 & 3005 TO 3405	51.326	2.702	2.702	56.730	581.557
506 TO 506, 1006 TO 1306, 1506 TO 1806, 2006 TO 2306, 2506 TO 2806 & 3006 TO 3406	51.950	2.702	2.702	57.354	604.445
507 TO 507, 1007 TO 1307, 1507 TO 1807, 2007 TO 2307, 2507 TO 2807 & 3007 TO 3407	38.211	1.312	1.312	40.835	435.519
508 TO 508, 1008 TO 1308, 1508 TO 1808, 2008 TO 2308, 2508 TO 2808 & 3008 TO 3408	38.211	1.312	1.312	40.835	435.519

BUILDING	B
FLOOR NO.	33
FLAT NO.	3305

FLAT CARPET LINE  
SERVICE CARPET LINE  
OPEN BALCONY CARPET LINE

TYPICAL 5TH TO 8TH, 10TH TO 13TH, 15TH TO 18TH, 20TH TO 23RD, 25TH TO 28TH, 30TH TO 34TH FLOOR PLAN

PROJECT NAME :- PROPOSED COMMERCIAL CUM RESIDENTIAL BUILDINGS ON SURVEY No. 13/1, 14/5B, 14/6, 15/5, 15/6 & 15/8AT VILLAGE - ROHINJAN, TAL - PANVEL, DIST - RAIGAD.

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AGREEMENT PLAN

FOR Metro Satyam Developers

*Handwritten signatures:*  
Rodriguez  
Rodriguez  
Rodriguez

For Metro Satyam Developers  
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