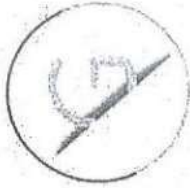




SANJANA XEROX AND TYPING CENTER



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

529/18156

Saturday, November 09, 2024
2:55 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म
Regn.: 39M

पावती क्र.: 19827 दिनांक: 09/11/2024

गावाचे नाव: रोहिजण
दस्तऐवजाचा अनुक्रमांक: पवल5-18156-2024
दस्तऐवजाचा प्रकार : करारनामा
सादर करणाऱ्याचे नाव: ग्यानसिंग गंगाराम पावरा -


नोंदणी फी
दस्त हाताळणी फी
पृष्ठाची संख्या: 145

₹. 30000.00
₹. 2900.00

एकूण:

₹. 32900.00

आपाणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
3:14 P.M ह्या वेळेस मिळेल.


Joint Sub Registrar Panel 5
सह इथ्यम निबंधक वॉ-३,
(पनवेल-५)

बाजार मुल्य: ₹.2665181.2 /-
मोबदला ₹.4973214/-
भरलेले मुद्रांक शुल्क : ₹. 348130/-

- 1) देयकाचा प्रकार: DHC रक्कम: ₹.900/-
डीडी/धनादेशपे ऑर्डर क्रमांक: 1124092401468 दिनांक: 09/11/2024
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: DHC रक्कम: ₹.2000/-
डीडी/धनादेशपे ऑर्डर क्रमांक: 1124090001425 दिनांक: 09/11/2024
बँकेचे नाव व पत्ता:
- 3) देयकाचा प्रकार: eChallan रक्कम: ₹.30000/-
डीडी/धनादेशपे ऑर्डर क्रमांक: MH010890051202425E दिनांक: 09/11/2024
बँकेचे नाव व पत्ता:

पक्षकाराची स्वाक्षरी.

मुळदस्तावेज पत्र मिळाले.


सह इथ्यम निबंधक, पनवेल ५, (वॉ-३)

Valuation ID	20241109369	मूल्यांकन पत्रक (शहरी क्षेत्र - बांधोव)	09 November 2024, 12:11:58 PM
मूल्यांकनाचे वर्ष	2024		पवलस
जिल्हा	रायगड		
मूल्य विभाग	तालुका : पनवेल		
उप मूल्य विभाग	1.2-वापराच्या विकासक्षम महागासमुख रहिवास व इतर जमिनी		
क्षेत्राचे नांव	A Class Palika	सर्व्हे नंबर/न. भू. क्रमांक :	
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.			
खुली जमीन	निवासी सदनिका 58000	कार्यालय	मोजमापनाचे एकक चौ. मीटर
बांधीव क्षेत्राची माहिती			
बांधकाम क्षेत्र(Built Up)	41.774चौ. मीटर	दुकाने	मिळकतीचा प्रकार- बांधीव Rs.25289/-
बांधकामाचे वर्गीकरण-	1-आर सी सी	निवासी सदनिका	
उद्भवान सुविधा -	आहे	मिळकतीचे वय - 0 TO 2वर्षे 21st and Above	
Sale Type - First Sale			
Sale/Resale of built up Property constructed after circular dt.02/01/2018			
मजला निहाय घट/वाढ			
	= 110 / 100 Apply to Rate= Rs.63800/-		
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर			
	= ((बाधक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी) + खुल्या जमिनीचा दर)		
	= (((63800-6500) * (100 / 100)) + 6500)		
	= Rs.63800/-		
A) मुख्य मिळकतीचे मूल्य			
	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र		
	= 63800 * 41.774		
	= Rs.2665181.2/-		
Applicable Rules			
	= 3, 9, 18, 19		
एकत्रित अंतिम मूल्य			
	= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेकॅनॉईन मजला क्षेत्र मूल्य + लग्नाच्या गळीचे मूल्य/खुली बाळकनी + वरील गळीचे मूल्य + बंदिस वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस बाळकनी + स्वयंचलित वाहनतळ		
	= A + B + C + D + E + F + G + H + I + J		
	= 2665181.2 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0		
	= Rs.2665181/-		
	= २ सव्हीस लाख पासठ हजार एक शो एकसभाऐशी /-		

Home

Print

पवल - ५
२०२४
९/१२५



प व ल - ५	१९५६ २०२४	२
	३६६७६	१९८१





CHALLAN
MTR Form Number-6



GRN	MH010890051202425E	BARCODE	Date		09/11/2024-11:32:56	Form ID	25.2
Department	Inspector General Of Registration		Payer Details				
Type of Payment	Stamp Duty		TAX ID / TAN (if Any)				
Office Name	PNL4_PANVEL NO 4 SUB REGISTRAR		PAN No.(if Applicable)	DKFPP8630B			
Location	RAIGAD		Full Name	GYANSING G PAWARA AND OTHER			
Year	2024-2025 One Time		Flat/Block No.	FLAT NO. 2404, 24TH FLOOR, BUILDING -B,			
Account Head Details	Amount in Rs.	Premises/Building	REGENTS PARK KHARGHAR				
0030046401 Stamp Duty	348130.00	Road/Street	SURVEY NO.13/1, 14/5B, 14/6, 15/5, 15/6 AND				
0030063301 Registration Fee	300000.00	Area/Locality	15/8; VILLAGE-ROHINJAN				
		Town/City/District	TAL. PANVEL, DIST. RAIGAD				
		PIN	4	1	0	2	0
		Remarks (if Any)	PAN2=ABLFM2904K-SecondPartyName=MS METRO SATYAM				
		DEVELOPERS-	पवल - ५ १९५६२०२४ २७२१				
Total		Amount in Words	Three Lakh Seventy Eight Thousand One Hundred Thirty Rupees Only				
Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK					
Cheque/DD No.		Bank CIN	Ref. No.	6910337202 / 0910982288837508			
Name of Bank		Bank Date	RBI Date	09/11/2024, 10:53:48			
Name of Branch		Bank-Branch	IDBI BANK				
		Scroll No. , Date	Not Verified with Scroll				

Department ID : 91586899646
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलान केवल दृष्टम निबंधक कार्यालय नोंदणी करवावयाच्या दस्तासाठी लागू आहे. नोंदणी न करवावयाच्या दस्तासाठी सदर चलान लागू नाही.

Gwara

R...





CHALLAN
MTR Form Number-6



GRN	MH010890051202425E	BARCODE		Date	09/11/2024-11:32:56	Form ID	25.2
Department	Inspector General Of Registration			Payer Details			
Type of Payment	Stamp Duty			TAX ID / TAN (if Any)			
Office Name	PNL4_PANVEL NO 4 SUB REGISTRAR			PAN No.(If Applicable)	DKFPP8630B		
Location	RAIGAD			Full Name	GYANSING G PAWARA AND OTHER		
Year	2024-2025 One Time			Flat/Block No.	FLAT NO. 2404, 24TH FLOOR, BUILDING -B,		
	Account Head Details	Amount In Rs.	Premises/Building	REGENTS PARK KHARGHAR			
0030046401	Stamp Duty	348130.00	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)				
			PANZ=ABLFM2904K~SecondPartyName=MS	METRO	SATYAM		
			DEVELOPERS~				
			Amount In	Three Lakh Seventy Eight Thousand One Hundred Fifty			
			Words	ty Rupees Only			
		3,78,130.00					
Payment Details	IDBI BANK			FOR USE IN RECEIVING BANK			
	Cheque-DD Details			Bank CIN	Ref. No.	6910333202410519980099831498	
	Cheque/DD No.		Bank Date	RBI Date	09/11/2024-14:55:37		
	Name of Bank		Bank-Branch	IDBI BANK			
	Name of Branch		Scroll No. , Date	Not Verified with Scroll			

DEFAECED
₹ 378130.00
DEFAECED

पवल - 4
२९५६२०२४



Department ID:
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सादर चलन करवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तावेजां लागू आहे. नोंदणी न करावयाच्या दस्तावेजां सादर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-529-18156	0005984786202425	09/11/2024-14:55:37	IGR548	30000.00
2	(IS)-529-18156	0005984786202425	09/11/2024-14:55:37	IGR548	348130.00
Total Defacement Amount					3,78,130.00

Handwritten text and a circular stamp, possibly a library or archival mark, located at the bottom center of the page.

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1124090001425	Date 09/11/2024
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 5 of the District Raigarh.	
Payment Details	
Bank Name IBKL	Date 09/11/2024
Bank CIN 1000415202411090115	REF No. 2937243974
This is computer generated receipt, hence no signature is required.	

प व ल - ५
 १८१५६२०२४
 ५ / ११/२४

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1124092401468	Date 09/11/2024
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 5 of the District Raigarh.	
Payment Details	
Bank Name IBKL	Date 09/11/2024
Bank CIN 10004152024110901152	REF No. 2937244620
This is computer generated receipt, hence no signature is required.	



Signature

Signature

Handwritten notes in a table format, possibly a ledger or account book. The text is faint and difficult to read, but appears to be organized into columns and rows. The entries are illegible due to the quality of the scan.

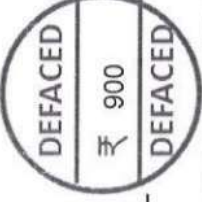


Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 1124092401468 Receipt Date 09/11/2024

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. 18156 dated 09/11/2024 at the Sub Registrar office Joint S.R. Panvel 5 of the District Raigarh.



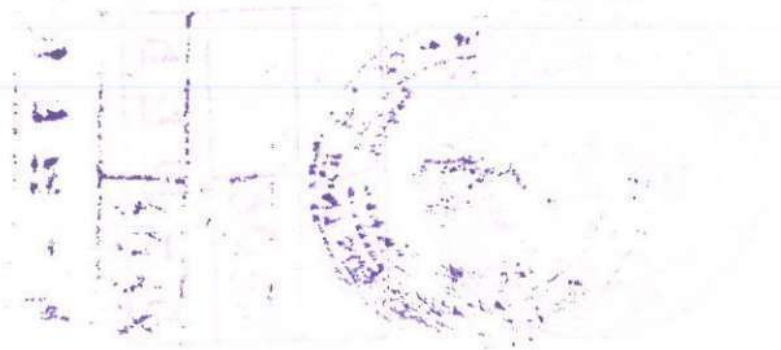
Payment Details

Bank Name	IBKL	Payment Date	09/11/2024
Bank CIN	10004152024110901152	REF No.	2937244620
Deface No	1124092401468D	Deface Date	09/11/2024

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

पवल - ५
१९५६२०२४
९/११/२४







Document Handling
Inspector General of Registration & Stamps

Handling

Charges

Receipt of Document Handling Charges

PRN 1124090001425 Receipt Date 09/11/2024

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. 18156 dated 09/11/2024 at the Sub Registrar office Joint S.R. Panvel 5 of the District Raigarh.

DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name IBKL

Payment Date 09/11/2024

Bank CIN 10004152024110901115

REF No. 2937243974

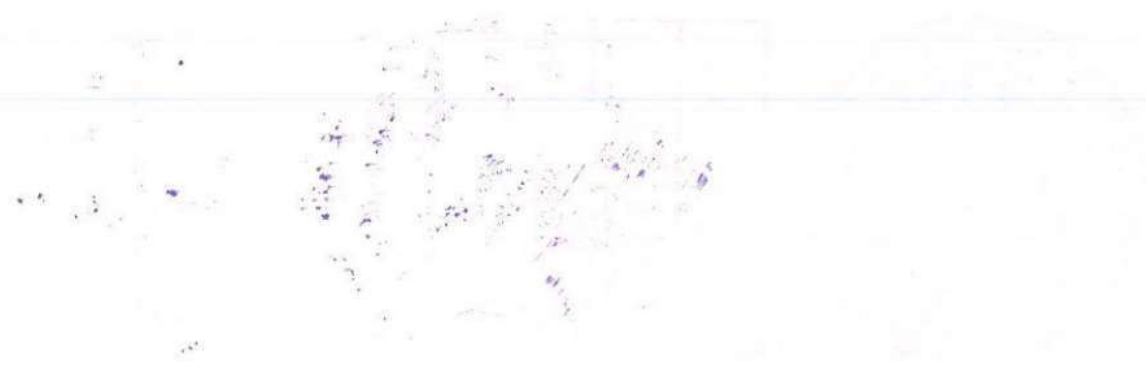
Deface No 1124090001425D

Deface Date 09/11/2024

पबल - ५
१८१५६२०२४
७ / ११

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 09 day of November, 2024.

Ravindra Pawar Spencer Amit
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, 12th 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**;

AND

1) MR. GYANSING GANGARAM PAWARA, individual aged about 32 years (PAN No. DKFPP8630B), (AADHAR No. 8745 5096 8935) AND **2) MRS. NIRMA GYANSING SUB-REGISTRAR PAWARA**, individual aged about 31 years (PAN No. DSCPP9512F), (AADHAR No. 7467 4096 2637) residing at, **MU DHAVALIVHIR, AMBE, DHULE, MAHARASHTRA - 425 405.** ("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 non-repudiatees Party of the **OTHER PART**.

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

WHEREAS:

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

- B.** Vide 'Deed of Conveyance' dated 17th day of September 2019 the Owners have assigned and transferred in favour of Promoter all their rights, title, interest and

पब्लिक - ५
9695E2028
८/१०५



For Metro Satyam Developers

Spencer
Ravindra
Partner

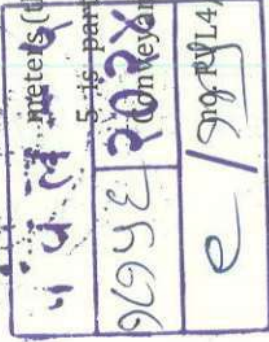
For Metro Satyam Developers

Amit
Partner

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

C. Vide 'Deed of Conveyance' dated 25th day of September 2019 the Owners have assigned and transferred in favour of Promoter all their rights, title, interest and possession in respect of part land admeasuring 228 sq. meters and thereabout out of 1570 sq.meters and thereabout being part of Survey no. 13, Hissa no. 1 (the "Land4") village Rohinjan, Taluka Panvel, District Raigad. The said Land 4 is particularly described in **FIRST SCHEDULE-PART D** hereunder. The said Conveyance Deed is registered with sub Registrar of Panvel under registered serial no. PVL4/9146/2019 on 25th September, 2019.

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



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



F. The Land 1, Land 2, Land 3, Land 4, Land 5 and Land 6 together admeasuring 7949 sq. meters shall be collectively referred as the said "Land". The said Land is particularly described in **FIRST SCHEDULE-PART G** hereunder. A copy of the layout plan of said Land is annexed hereto as **Annexure A**. The Promoter has discharged complete consideration against the assignment of the said Land.

Signature: *Cloward*
Signature: *R...*
Signature: *H...*



G. Vide Letter dated 09th 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 13th July, 2021 bearing reference no. PMC/Fire/2121/Prkr/80/2181/2021 PMC issued 'Provisional Fire NOC' for proposed residential cum commercial buildings of Ground + 23 upper floor on said Land.

I. The Promoter shall develop a project comprising of four (4) buildings, wherein three (3) buildings shall be of Ground_+ upper 36 floors and one (1) commercial building of Ground + 1st floor having in total proposed built up area of 3815 square meters (the "Project"). The said Project is more particularly described in the **SECOND SCHEDULE** hereunder.

पानवेल स.क.	५
२०२१/२०२४	
१०/०४	

J. The Promoter shall be developing said Project in two phases. The Developer is developing Phase-1 as per the obtained Amended Development Permission reference no. PMC vide letter dated **11th July, 2024** bearing reference no. PMC/TP/Rohinjan/13/1&others/21-24/16026/1819/2024. A copy of said Development Permission dated **11th July, 2024** is annexed hereto as Annexure "B".



K. The developer had obtained Amended Commencement Certificate dated 11th 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 + 34th Upper Floors), Building B (Ground +34th Upper Floors) & Commercial Building (Ground + 1st UpperFloors). 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 **11th 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**".

Gowang

Panvel



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 27th 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. **P520000031227**. 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 Certificate dated 25.10.2023 and executed Reconveyance deed dated 25.10.2023 bearing registration no. PVL1-10055-2023.

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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.

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 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 09th October, 2020 bearing reference no. 2020/PMC/TP/BP/1233/2020;
- x. Amended Development Permission dated 11th July, 2024 bearing reference 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 27th 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

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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, 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,

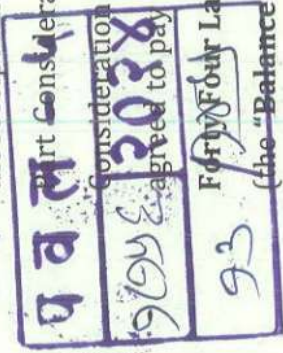




Verified and satisfied themselves with the Title of the said Land and shall not raise any objection/ dispute with respect to the same in future.

V. The Allottees has applied to the Promoters for allotment of **Flat No. 2404** Admeasuring **37.977 sq. meters** of RERA carpet area and thereabout on **24th 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"**.

W. The Allottees have offered to pay to the Promoter a sum of **Rs.49,73,214/- (Rupees Forty Nine Lakh Seventy Three Thousand Two Hundred and Fourteen,Only)** (the "**Consideration**") as consideration For transferring the said Flat in name of Allottees which the Promoter has accepted upon such terms and conditions as contained in this agreement. Before the execution of these presents the Allottees have paid to the Promoter a sum of **Rs.4,97,322/- (Rupees Four Lakh Ninety Seven Thousand Three Hundred and Twenty Two 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 **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.44,75,892/- (Rupees Forty Four Lakh Seventy Five Thousand Eight Hundred and Ninety Two Only)** (the "**Balance Consideration**").



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:

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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

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Promoter shall seek prior consent of the Allottees, if such additions / alterations are adversely affecting the Flat allotted to the Allottees and to the said Phase-1.

1.3 The Promoter has represented under this agreement that it is entitled to develop the said Land by utilizing 38,155 sq. meters of FSI out of which only 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.

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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. 2404 RERA** carpet area measuring **37.977 sq. meters** (the "**Flat**") on **24th floor** in Building "**B**" of the Phase-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.49,73,214/- (Rupees Forty Nine Lakh Seventy Three Thousand Two Hundred and Fourteen 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.

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- (f) Co-operative Society/ Condominium of Apartments /Limited Company formation/ registration charges;
- (g) Proportionate Property Tax in respect of the said Land/ said Flat from the date of Promoters obtaining the Part/Full the Occupancy Certificate as applicable;
- (h) Stamp duty and registration charges on Premises. If any additional stamp duty is payable over and above the stamp duty on Premises, then the 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 CERTGS 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 stamp duties, which may be levied from time to time.



Details of Bank Accounts are as provided herein below:

NAME	MSD REGENTS PARK RERA A/C
BANK NAME	HDFC BANK
BANK ACCOUNT NUMBER	59205400000121
BRANCH NAME	VASHI, NAVI MUMBAI
IFSC CODE	HDFC00000540

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.

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.

5.3 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".

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6. PAYMENT OF STATUTORY DUES AND TAXES:

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

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

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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 the Promoter harmless 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.

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

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

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8. DEFAULT BY ALLOTTEES:

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

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

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

9. TERMINATION OF AGREEMENT:

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),



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the Allottees agrees to pay to the Promoter simple interest at the rate of the Promoters construction finance highest interest cost or interest at marginal cost lending rate (MCLR) of SBI +2%, on all the amounts which become due and payable by the Allottees to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottees to the Promoter till date of actual realization of payment. However, such entitlement of interest shall not be deemed to be a waiver of Promoters right to terminate this agreement as per the provisions of this agreement.

9.1 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.

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 working days of the registration of cancellation/ termination deed and dissolution 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.

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9.3 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.

9.4 Upon termination of this Agreement the Promoter shall be at liberty to dispose of and sell the Flat to such person and at such price as the Promoter may in his absolute discretion think fit. Provided that in the event of default as above the Allottees shall not raise any objection to termination made by the Promoter and that Promoter is authorized to unilaterally register the cancellation deed with the registrar suo-moto without any recourse to the Allottees.

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9.5 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 (Four Lacs only) or 10% of the consideration along with any accrued delayed payment interest or charges whichever is higher and refund the amount paid by the Allottees within reasonable period. The Promoter is free to be 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.

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

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

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

10.7 The carpet area of the said Flat which is proposed to be constructed in the said building is approximate **37.977 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).

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11. AMENDMENT TO PRESENT SANCTIONED PLAN:

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

11.2. The Promoter has shown the proposed plan for Phase-2 described in SECOND SCHEDULE hereunder to the Allottees. The Allottees have understood the proposed layout and thereby accord unconditional and irrevocable approval and consent to the Promoter to obtain a revised sanction of the above proposed layout/plan at the cost and effort of the Promoter and utilise it for self by the Promoter. The 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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DECLARATION BY THE ALLOTTEES:

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Allottees hereby declares as follows:

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.



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 and when required by the Promoter for the purpose of revising the existing plan and for development.

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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.

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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 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,

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Promoter shall be entitled to utilize, construct, develop and sell / dispose of the premises so constructed by utilizing such FSI, additional FSI, TDR or any incremental FSI / building potential in such manner and in such phases in accordance with Act and Rules of said Real Estate (Regulation and Development) Act, 2016, even after the Co-operative Housing Society is formed or Deed of Conveyance / Deed of Assignment is executed by the Promoter. For the aforesaid purpose, Promoter shall have the right to make addition, raise storey or to put up additional structure which shall be the Promoter's sole property, which Promoter alone shall be entitled to dispose them off in such a manner and on such terms as Promoter may deem fit or proper and Promoter hereby consent to the same. Promoter shall, after consuming such balance and/or additional FSI / TDR or any incremental FSI / building potential by constructing such permissible tenements on the said Land, be entitled to sell such tenements for such permissible uses, to such persons and for such consideration as they may in their absolute discretion deem fit and proper.

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

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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.



The Allottees hereby assure and undertake that he will not hold the promoter responsible for any delays which are beyond the control of the promoter especially government 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.

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

12.15 In the event of any alteration or change in plan the Allottees shall consent 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.

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

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

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

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

13. SPECIAL 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 deviation 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.

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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 borne by the Allottees. All costs and consequences in this regard will be borne by the Allottees.

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13.6 The Allottees will further ensure that the contractors and workers (whether engaged by the Allottees) during execution of the interior works shall not dump any material (waste or otherwise) of whatsoever nature in the flat or in the 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 or cause any perennial choking and leakage in the said Flat or the Building.



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

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

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

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

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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 given to the Promoter or shall be deducted from any such security deposits collected by the Promoter. 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.

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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

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temperature, seismic movements and various other reasons inherent to any premises/buildings/wings and which do not amount to structural defects and hence any such defects / hairline crack etc. cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defect in materials used, in the structure built of the Premises/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement. The Professional Fees of such expert/surveyor shall be born and paid by the Purchaser/s alone.

13.24 The Promoters have provided the necessary car parking space on the podiums. In this regard, the Promoters have categorically informed the 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.

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DATE OF POSSESSION AND FORCE MAJEURE:

PANVEL-1 Promoter shall give possession of the unit to the Allottees on or before **30th 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.

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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.

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14.3 Notwithstanding anything contained in this Agreement or in the case of the Promoter shall not incur any liability if the Promoter is unable to deliver possession of the said Flat as mentioned herein above, if the completion of the said complex/building is delayed for any reason of non-availability of steel or cement or other building materials or on account of labour trouble or commotion, riot or any Act of God or on account of any notice issued by a 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

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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.

17.1 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.

17.2 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 in his discretion allow the use of amenities to Allottees prior to such conveyance.

17.3 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.

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

18. SOCIETY MAINTENANCE CHARGES:

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

18.2 The Allottees shall pay to the Promoter at the time of possession, an advance for a period as determined by the Promoter towards maintenance along with applicable GST as "common area maintenance charges" for the upkeep and maintenance of the said Project building.

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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.

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.



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 the prospective Allottees.

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.



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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 into
whosoever hands the said Flat may come, hereby covenant with the Promoter
as follows:

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(a) To maintain the said Flat at Allottees own cost in repair condition from the date of possession of the said Flat is taken and shall not do or suffered to be done anything in or to the building or to the exterior or elevation of the building in which the said Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority only 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 PANVEL 5



(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

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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 tenable repair condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural components in the said Flat.

(e) Not to do or permit to be done any act or thing which may tender void or voidable any insurance of the said property and the building in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said property and the building in which the said Flat is situated. 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.

(g) 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.



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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.

(h) 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.



(i) Till a conveyance of said Land and all building in the said premises 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, every part thereof to view and examine the state and condition thereof, but only after prior notice.

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.

(j) 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.

(k) 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.

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(l) 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.

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

21. REGISTRATION OF THIS AGREEMENT:

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

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



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. GYANSING GANGARAM PAWARA

MRS. NIRMA GYANSING PAWARA

MU DHAVALIVIHIR, AMBE, DHULE,

MAHARASHTRA - 425405

Contact No - 9158699646

Email id- ggpawara 92 @ gmail.com



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