

AGREEMENT FOR SALE

This Agreement for Sale is made at Navi Mumbai, District _____, Maharashtra on this _____ Day of _____, Two Thousand and Nineteen.

BETWEEN

M/s. METRO DREAM HOMES a partnership firm registered under the Indian Partnership Act, 1932, PAN: _____ having its registered office at 301, The Ambience Court, Plot no. 2, Sector 19-D, Vashi, Navi Mumbai 400 703 (the “**Promoter**”) through its partners 1) Mr. Hitesh Suresh Jain 2) Mr. Manoj Laxmilal Kothari 3) Mr. Kishor Ladharam Mange 3) Mr. Hetul kumar Parshotam Ramjiyani (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include the Partner or Partners for the time being of the said firm, their survivor or survivors, heirs, executors, administrators and assigns of such last survivor) of the ONE PART;

AND

Shri _____, individual aged about _____ years (PAN No. _____), residing at _____, (“**Allottee**”) (which expression shall unless repugnant to the context or meaning thereof shall deem to mean and include his/her/their respective legal heirs/executors, administrators, permitted successors, assigns and nominees) of the Party of the **OTHER PART**.

(Party to One Part and Party to Other Part are collectively hereinafter referred to as “**Parties**”)

WHEREAS:

- A. Vide “Purchase Deed” dated 9th November, 2017 executed between Promoter and (1) Shri Sanjay G. Patil, (2) Shri Sandeep Patil, (3) Shri Gajanan Patil, (4) Smt Yamuna Bhagat, (5) Smt Baimabai Bhoir, (6) Smt Sitabai Patil, (7) Smt Jijabai Mhade, (8) Shri Shankar Patil, (9) Shri Bhagwan Patil (the “**Vendors 1**”) and is registered with the Sub Registrar of Thane, under serial no. TNN11-12475-2017, the said vendor 1 have conveyed and transferred all rights, interest and title in land bearing Survey No.91 Hissa No.2 admeasuring 450 sq. meters situated at Village Dalghar, Taluka and District Thane (the said “**Land 1**”). The said land 1 is more particularly described in **SCHEDULE OF LAND 1** appended hereto.
- B. Vide “Deed of Sale” dated 16th November, 2017 executed between Promoter and Shri Shafiuddin Hasan Ali (the “**Vendor 2**”) is registered with the Sub Registrar of Thane, under serial no. TNN11-12789-2017, the said vendor 2 has conveyed and transferred

their all rights, interest and title in the land bearing Survey No.19 admeasuring 133.83 sq. meters situated at Village Dalghar, Taluka and District Thane (the said “**Land 2**”). The said land 2 is more particularly described in **SCHEDULE OF LAND 2** appended hereto.

C. Vide “Deed of Sale” dated 07th December, 2017 executed between Promoter and M/s Pehal Developer (the “**Vendor 3**”) is registered with the Sub Registrar of Thane, under serial no. TNN11-13745-2017, the said vendor 3 has conveyed and transferred all rights, interest and title in of the (i) land bearing Survey No.91 Hisaa No.1 admeasuring 590 sq. meters (the said “**Land 3**”) situated at Village Shil, Taluka and Disrict Thane and (ii) land bearing Survey No.93 admeasuring 250 sq. meters (the said “**Land 4**”) situated at Village Dalghar, Taluka and Disrict Thane. The said land 3 & 4 are more particularly described in **SCHEDULE OF LAND 3 & SCHEDULE OF LAND 4** respectively hereunder.

D. Vide “Deed of Sale” dated 30th December, 2017 executed between Promoter and Shri Narendra Ramsharan Bhalla Alias (the “**Vendor 4**”) and M/s. Pehal Developer as “confirming party” registered with the Sub Registrar of Thane on 1st January, 2018 under serial no. TNN11-56-2018, the said vendor 4 has conveyed and transferred their all rights, interest and title in respective of the land bearing Survey No.19 admeasuring 6270 sq. meters situated at Village Dalghar, Talathi Saja Shill, Taluka and District Thane (the said “**Land 5**”). The said land 5 is more particularly described in **SCHEDULE OF LAND 5** hereunder.

E. The promoter has got its name updated on 7/12 extract of said land 1 to 5 on 08th February, 2018. The Copy of the 7/12 extract of said land 1 to 5 showing name of promoter on said total land is annexed hereto as Annexure “**A**”. The said land 1 to 5 is collectively referred to as “**Said Total Land**”.

F. The Promoter has appointed a Structural Engineer _____, having its _____ for the preparation of the structural design and drawings of the buildings.

G. Vide letter dated 06th December 2018 issued by Thane Municipal Corporation (the “**TMC**”), the Promoter has obtained “Sanction of Development Permission Certificate” bearing V.P.No. S11/0186/18 TMC/TDD/2901/18, whereby TMC has sanctioned layout plan/building plan to be constructed on said land. The Promoters are thereby entitled to construct a residential building comprising of 2 wings namely ‘A’ wing and ‘B’ wing wherein ‘A’- Wing shall consist of Ground (Part) + Stilt (Part) + 1st floor/Mezzanine + 2 to 32 floor and ‘B’- Wing shall consist of Stilt + 1st and 2nd Floor + 3 to 6 floor on the said total land. A copy of the said Sanction of Development Permission Certificate dated 06th December, 2018 is appended hereto as Annexure “**B**”.

H. Vide letter dated 20th May, 2019 bearing No. V.P. No. S11/0186/18 TMC/TDD/ 3075/19 TMC has granted Commencement Certificate to the Promoter with reference to said development permission for commencing construction and development on said total land in accordance to terms and conditions as contended therein. The Promoter is thereby entitled to construct a residential building comprising of 2 wings namely 'A' wing and 'B' wing wherein 'A'- Wing shall consist of Ground (Part) + Stilt (Part) + 1st floor/Mezzanine + 2 to 22 floor and 'B'- Wing shall consist of Stilt +1st and 2nd Floor + 3 to 6 floor on the said total land (the "**said Project**"). The said project is more particularly described in **PROJECT SCHEDULE**. A Copy of said commencement certificate dated 20th May 2019 is appended hereto as Annexure "C".

I. The Promoter proposes to construct additional 26 floors in wing "B" over the present sanctioned 6 floors and thereby taking wing "B" up to 32 floors ("**future development**"). The Promoter shall apply for revised Development permission and amended commencement certificate to the competent authorities for the sanction of such additional floors as and when the DCR of the corporation permits such revision. The said project together with the proposed future development will constitute the whole project named as "**PARAMOUNT**". In addition the Promoter is providing amenities in the said project more particularly described in "**SCHEDULE OF AMENITIES**". The Allottee has seen the plans for the entire project layout plan including the proposed future development and consents to the same.

J. The Promoter has informed to the Allottee as under:

(i) As and when the future development is sanctioned for Wing "B" the carpet area of the flat as defined in section 2(d) of Real Estate (Regulation and Development) Act 2016 (**RERA**) would change for units in 'B'- Wing although the gross usable area of some unit would increase due to additional features of cupboard area, flower bed, terrace and balcony.

(ii) For the construction of Wing "A" up to 32 floors, the Promoter is to obtain Environmental Clearance. The Promoter has separately applied for the Certificate of Environment Clearance before State Environment Impact Assessment Authority Maharashtra (the "**SEIAAM**") in respect of future development and development permission obtained for "A" wing on the said total land, a copy of which has been inspected by the Allottee.

K. On 28th May, 2018 Adv Rajesh R. Khaire has issued a "Title Certificate" for the said total land which has been seen and inspected by the Allottee. A copy of said Title Certificate is appended hereto as Annexure "D".

- L. The Promoter has entered into an agreement with Architect registered with the Council of Architect being “10 Folds Architects & Consultants” having address at G-2, A Wing, Devcorpara, Eastern Express Highway, Cadbury Junction, Khopat, Thane (W) 400 601.
- M. The Promoter has registered the said project under the provisions of the Real Estate (Regulation & Development) Act, 2016 (the “**RERA**”) with the Real Estate Regulatory Authority under Registration no _____. A copy of the certificate of registration is appended hereto as Annexure “**E**”.
- N. Upon the demand of allottee the promoter has given allottee the following documents for inspection;
- a) ‘Purchase Deed’ dated 09/11/2017 executed between Promoter and Vendor 1
 - b) ‘Deed of Sale’ dated 16/11/2017 executed between Promoter and Vendor 2
 - c) ‘Deed of Sale’ dated 07/12/2017 executed between Promoter and Vendor 3
 - d) ‘Deed of Sale’ dated 01/01/2018 executed between Promoter and Vendor 4
 - e) Fire NOC issued by Thane Municipal Corporation Fire Brigade Thane for said project dated 30/11/2018
 - f) Copies of Sanctioned Plan
 - g) Development permission dated 06th December 2018
 - h) Commencement Certificate dated 20th May, 2019 bearing No. V.P. No. S11/0186/18 TMC/TDD/ 3075/19
 - i) Proposed development plan
 - j) RERA registration Certificate bearing no. _____
- O. The Allottee has taken inspection of the aforesaid documents and writings including, sanctioned plans, and other relevant documents and have perused RERA portal and the Allottee has visited the site of construction and made himself/ herself familiar with the terms and conditions imposed by the TMC and other relevant authorities. The Allottee/s binds himself/herself/themselves to adhere with terms and conditions of the above documents. Besides a copy of all such documents are available at the site office& head office and is available for verification by the Allottee after giving a reasonable notice.
- P. The Allottee has applied to the Promoters for allotment of ‘Unit No. _____ on _____ floor of _____ wing admeasuring about _____ sq.mtrs of carpet area (the “**said unit**”) which is more particularly described in “**SCHEDULE OF UNIT**”. A copy of Floor Plan

is appended hereto as Annexure“F” and the said unit is marked separately in the floor plan. In addition, without any further monetary consideration, the Allottee is entitled to enclosed balcony of ____sq.mtrs, terrace of ____sq.mtrs and cupboard of ____sq.mtrs, totally admeasuring about ____ sq. mtrs. being ancillary area (the “**additional area**”) marked separately in the floor plan appended as Annexure “F” .The aggregate of carpet area and additional area is the “**Gross Usable Area**” totalling to ____ sq. meters available for use by the Allottee.

Q. The Allottee has offered to pay to the Promoter a sum of Rs. ____/- (Rupees in words only) as consideration for transferring the said unit in name of Allottee which the Promoter has accepted upon such terms and conditions as contained in this agreement. Before the execution of these present the Allottee has paid to the Promoter a sum of Rs. ____/- (Rupees in words only) being “booking advance” of the said unit agreed to be sold by the Promoter to the Allottee the receipt whereof the Promoters do hereby admit and acknowledge. The Allottee has agreed to pay to the Promoter balance consideration of Rs.____/- (Rupees in words only) in the manner and upon the terms and conditions hereinafter appearing.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. PROJECT:

- 1.1 The Promoter shall under normal conditions develop the said project in accordance with the plans, designs, specifications finally approved by the competent authority with only such variations as may be required to utilize the total FSI and 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 Allottee, if such addition / alteration are adversely affecting the unit allotted to the Allottee and to the said project.

2. DESCRIPTION OF UNIT:

- 2.1 The Allottee hereby agrees to purchase from Promoter and Promoter hereby agree to sell to Allottee ‘Unit No.____ carpet area admeasuring of____ sq. mtrs (____sq.ft) on____ floor (the “**said Unit**”) as shown in the floor plan appended as Annexure ‘F’. The said unit is more particularly described in “**SCHEDULE OF**

UNIT". In addition without any further consideration, Allottee is entitled to enclosed balcony of _____ sq.mtrs, terrace of _____ sq.mtrs and cupboard of _____sq.mtrs, totally admeasuring about _____ sq. mtrs. being ancillary area (the **"Additional Area"**) marked separately in floor plan appended as Annexure 'F'. The aggregate of carpet area and additional area is the **"Gross Usable Area"** totalling to _____ sq. mtrs available for use by the Allottee.

2.2 The fixtures, fittings and amenities to be provided by Promoter in the said unit are those that are set out in Annexure 'G'. Promoter shall not be obliged to accept or accede to any request from Allottee 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 unit shall be Rs. _____/- (Rupees in words _____ only) (the **"said Consideration"**). The said consideration amount does not include the taxes and other statutory payments which are to be paid separately by Allottee. The consideration as agreed between the parties hereto for the sale of said flat has been determined on the basis of all disclosures and the GST benefit.

3.2 The Allottee has negotiated the consideration herein above by offering to pay to the Promoter consideration in the following manner which has been accepted by the Promoter: (**CHANGE THE PAYMENT SCHEDULE ON CONTRACT BASIS**)

Sr. No.	Particulars	Percent	Amount in Rs.
1.	EMD at the time of booking		
2.	Upon execution of Agreement		
3.	Completion of Plinth		
4.	On completion of 1 st & ____ Slab		
5.	On completion of ____ & ____ Slab		
6.	On completion of 32 nd Slab		
7.	On completion of Walls, Internal Plaster, floorings, doors & windows		
8.	On completion of Sanitary fittings, staircases, lift wells, lobbies		
9.	On completion of External plumbing, external plaster, elevation, terraces		

10.	On completion of lifts, water pumps, electrical fittings, paving, etc.		
11.	On Possession upon receipt of Occupancy Certificate		
	Total	100%	

3.3 Allottee 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 Allottee separately for any upgradation/ changes specifically requested by the Allottee in fittings, fixtures and specifications and any other facility.
- (e) Additional/ new taxes that may be levied from time to time.

4. ADDITIONAL CHARGES:

The Allottee shall, on or before delivery of possession of the said unit pay to the Promoter further total amount on following account:

- (a) Proportionate share of taxes and other charges/ levies in respect of the society.
- (b) Expenses towards water, electric and other utility and services connection charges including the security deposit required to be paid at time of connection / installation.
- (c) Legal / Documentation charges.
- (d) Share money, application and entrance fee of the Society.
- (e) Advance for common maintenance / service charges, management and upkeep of the building as may be fixed as also taxes and other outgoings as and when demanded by Promoter from Allottee.
- (f) Or any other charges as fixed by Promoter.

5. MODE OF PAYMENT:

5.1 All payment shall be made by Allottee by drawing cheque/ DD in the name of “_____” A/c No “_____” in _____, Bank, _____ branch payable at _____ or other account as Promoter may intimate subsequently to

the Allottee. Allottee shall also pay other statutory dues which may be levied from time to time.

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

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 reaches the stated bank account of the Promoter or in the account as Promoter subsequently intimated to the Allottee and the TDS certificate is received by Promoter from Allottee.

5.4 The Allottee has made a payment of Rs._____/ - (Rupees in words only) on or before the execution of this agreement.

5.5 Allottee has also paid GST as per prevalent rates and rules and regulations through separate cheque drawn in the name of “_____”. Promoter hereby acknowledges the receipt thereof.

6. PAYMENT OF STATUTORY DUES AND TAXES:

6.1 In addition to the Consideration of said unit as above the Allottee 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, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottee at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter then the Allottee shall make over such payment to Promoter within ten (10) days of notice of demand from Promoter.

6.2 The valuation report charges and other out of pocket expenses on this transaction shall be borne by the Allottee. Further, the Allottee 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 authorized representative for purpose of registration at fifteen (15) days notice from Allottee. The Promoter shall not be liable under any law for any delay, laches and / or negligence shown by the Allottee in presenting this agreement for registration before the competent authority. The Allottee indemnifies the Promoter against any claim, action, judgment, cost, expenses, penalties that may arise on Promoter due to inaction or non compliance of obligation under this Agreement or under any other law.

6.3 The Allottees indemnify and keep indemnified the Promoter against any payment to be made to the concerned department on account of GST whether in present or in future.

7. NOTICE OF DEMAND:

7.1 Upon the installment of consideration and other charges becoming due, the Promoter shall issue a notice of demand giving at least fifteen (15) working daytime from date of notice to Allottee for making the payment. The said notice of demand shall be accompanied by 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/ email-id at the address mentioned in notice clause of this agreement and such dispatch shall be treated as sufficient compliance from Promoter. Thereafter the Allottee 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 Allottee is the essence of this contract/Agreement. Constructive and physical possession of the said unit shall be handed over to Allottee by the Promoter only upon receipt of all payments mentioned in this agreement.

8. DEFAULT BY ALLOTTEE:

8.1 Following shall be deemed to be default on the part of Allottee:

- a. Default in making timely payment of sums due as mentioned in this agreement.
- b. Creating nuisance on the site resulting in danger/damage to the said project/land, threat to life;
- c. Delay in accepting the possession of the unit within a period of two (02) months on intimation to take possession by Promoter;
- d. Refusing/delaying to take membership of society 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 unit before receipt of occupation certificate by competent authority.

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

9. TERMINATION OF AGREEMENT:

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

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

- 9.2 Without prejudice to the right of the promoter to charge interest in terms of sub clause 9.1 above, on the Allottee committing default as per clause 8.1 above and on the Allottee 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 Allottee, by registered post AD at the address provided by the Allottee of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter may terminate this agreement unilaterally.

- 9.3 Upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottee the payments made by him till that date (subject to adjustment of 15% of payments received till that date or Rs. 3,00,000/- whichever is higher as liquidated damages and service charge) such refund shall be issued within a period of thirty (30) working days of the registration of cancellation/ termination deed and expulsion of the Allottee from the membership of the society as per clause 9.4.

- 9.4 The Promoter shall also move for expulsion of the Allottee 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 Allottee 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 unit 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 Allottee 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 Allottee.

- 9.6 The Promoter is not liable to refund the taxes and other statutory charges collected from the Allottee till the date of termination of the agreement.

- 9.7 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 Allottee, apply to the concerned local authority for occupation and completion certificate in respect of the Unit and obtain the said certificate as per the provisions of law.
- 10.2 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 CIDCO infrastructures like road, drainage, street light or such other service connections necessary for occupying the said unit. The Allottee hereby indemnifies the Promoter from any claims made for delay on the above count.
- 10.3 That the Promoter would be entitled to put up sign boards, neon sign boards displaying its name in any part of the project like terrace, common area and garden etc. The said board would be maintained by the Promoter at its own cost till the said total land is conveyed to the association of Allottees. The said board would not contain any information which is false or misleading. The Allottee shall not raise any objection to said boards or create any nuisance or hurdle in putting and maintaining said boards.
- 10.4 That the Promoter is entitled to use different design, brand, shape, size and colour material than that mentioned in the amenities Annexure-G 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 and close to the quality of material and of such specification as mentioned in the list of amenities.
- 10.5 The carpet area of the said Unit which is proposed to be constructed in the said building is approximate _____ sq. mts, however the actual carpet area of the may vary up to 3% due to design and construction exigencies and therefore, the Promoter shall confirm the final carpet area of the unit that has been allotted to the Allottee after the construction of the said building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three) percent. In the event of there being difference of more than 3% between the actual carpet area of the said Unit from the carpet area as mentioned herein at the time of the offering the possession of the said Unit, then the Consideration shall be either proportionately reduced or increased accordingly (without interest thereon). The Allottee agrees 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 Allottee within

forty-five days from such demand being made by the Allottee. If there is any increase in the carpet area of the said unit allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan or thereafter as the case may be and the Allottee shall pay such additional amounts within a period of forty five (45) days from the date of such demand being made by the Promoter. However, it is expressly clarified that no adjustment will be made to the Total Consideration if the difference between the actual carpet area of the said unit and the carpet area as mentioned herein is less than or equal to 3%.

10.6 If any structural defects of workmanship quality or provision of service is discovered within five years of handing over the possession of the said unit to Allottee, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defects in the manner as provided under the Act. This warranty is applicable only if after occupying the unit the Allottee maintains the unit in the same condition as it was handed over to him by the Promoter. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen bathrooms, enclosing balconies flower bed, extending rooms, changing floors, plumbing systems, electrical wiring, sanitary systems and fitting, fixing falls ceiling or doing any work 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 Allottee (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Allottee and/or its tenants load heavy luggage in the lift (iii) Damage any portion of the neighbour's unit or common area by drilling or hammering etc. and (iv) Does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the Promoters shall not be invocable.

10.7 That the Promoter has proposed build wing –‘B’ upto 32 floor and will be making application before concerned authority for getting approval and sanctions for the same.

11. AMENDMENT TO PRESENT SANCTIONED PLAN:

11.1 The Promoter proposes to obtain sanction for revised plan as and when the DCR of the corporation permits such revision. The proposed revision include additional 26 floors over the present sanctioned 6 floors and thereby taking wing “B” up to 32 floors.

11.2 The Promoter has shown the proposed plan to the allottee. The allottee has understood the proposed changes and thereby accord unconditional approval and consent to the Promoter to obtain a revised sanction of the above proposed plan.

11.3 The Allottee also undertake and assure the promoter that he/she shall not raise any objection or seek either any cost, interest, compensation or refund of consideration by

whatever name called or seek cancellation of the agreement on the basis of revision of the sanctioned plan as disclosed above.

12. DECLARATION BY THE ALLOTTEE:

Allottee hereby declares as follows:

- 12.1 Allottee has verified the documents including title search report and the conditions of development certificate, commencement certificate and the sanctioned plan. The Allottee is satisfied that the Promoter has absolute, clear, developable and marketable title to the said total land so as to enable it to convey the said total land to the society to be formed.
- 12.2 Allottee has verified and understood the plan prepared by promoter for the said proposed project and he/she hereby gives consent for promoter making changes in said project as per said proposed project upon getting permission and sanctions from the concerned authority.
- 12.3 Allottee shall not in any case interfere with the development activity undertaken in respect of said project and also more particularly for the said unit.
- 12.4 Allottee is eligible and entitled to Purchase the said unit and Allottee hereby assure, undertake and guarantee that the Allottee shall use the said unit or any part thereof or permit the same to be used for purpose of permitted use. Allottee 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.
- 12.5 Allottee has seen the Typical Floor Plan, layout plan and Building plan in respect of the proposed construction to be put up on the said plot. Promoter has informed the Allottee and the Allottee is aware that Promoter hereby reserve full right and absolute authorities to utilize the entire FSI, additional 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 plot, 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.

- 12.6 The Allottee has verified and perused the development permission and commencement certificate and the conditions contained therein. The Allottee has also understood the future development plan. The Allottee has also visited the site and understood the infrastructure available currently and have inquired about the role of government agencies like TMC in providing permissions and infrastructure for the project.
- 11.1 The Allottee has taken a decision to purchase the unit at this stage of project due to reduced pricing and hence has agreed to take project risk of delays due to various infrastructural issues and government delays. The Allottee understands that in future the prices of units will go up and therefore to save substantial money the Allottee has taken a decision to take project risk.
- 12.7 The Allottee 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 TMC or delays due to the various amendments made to governmental policies during the development of the said project. The Allottee 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 Allottee has agreed to off-set the benefit of lower pricing of unit against any delay in future.
- 12.8 If Allottee wishes to make a site visit before possession, prior written permission from Promoter is necessary. Promoter shall not be responsible for any accident or mishap that may happen on site either to Allottee or to any of his family members or friends.
- 12.9 Allottee shall make timely payment of the demand raised by Promoter. In case of default in payment, the Allottee shall remedy the default within the period prescribed in this agreement. The Allottee shall not object to the cancellation of this agreement if the default continues.
- 12.10 In the event of any alteration or change in plan the allottee 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 allottee has no objection. The Promoter will be entitled to proceed with the change/ alteration.
- 12.11 The Allottee shall obtain “No Objection Certificate” and “No Dues Certificate” from Promoter to transfer the right, title and interest in respect of the said unit to third party during course of construction of said project or before possession of said unit to Allottee whichever is later. Without obtaining the said certificates any document executed by Allottees in the name of third party shall be treated as ‘void-ab-initio’.

12.12 The allottee has represented that he is acquiring rights in the said unit at this stage due to cheaper pricing and benefit of deferred payment. Hence, he is taking project risk with full understand of government delays and other delays beyond promoters control.

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

12.14 The Allottee 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.

13. UNDERSTANDING BETWEEN THE PARTIES:

The Promoter and the Allottee also agree to the following:

13.1 The Allottee shall be permitted/ allowed to commence interior works in the said Unit only upon obtaining Occupancy Certificate/Part Occupation Certificate and possession letter from the Promoter and after making all payments as per this agreement. Prior to carrying out the interior works in the said unit, the Allottee shall give to Promoter, in writing the details of the nature of interior works to be carried out.

13.2 Promoter shall be entitled to inspect all interior works carried out by the Allottee. In the event Promoter finds that the nature of interior work being executed by the Allottee is harmful to the said unit or to the structure, facade and/or elevation of the said Building then, Promoter can instruct the Allottee to stop such interior work and the Allottee shall stop such interior work at once, without raising any dispute.

13.3 The Allottee will ensure that the debris from the interior works shall be dumped in an area earmarked for the same and will be cleared by the Allottee, 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 Allottee.

13.4 The Allottee will further ensure that the contractors and workers (whether engaged by the Allottee) 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 waste water, thus resulting in perennial choking and leakage in the said Unit or the Building.

- 13.5 The Allottee/s shall ensure that the contractors and workers, do not use or spoil the toilets in the said unit or in the building and use only the toilets earmarked by Promoter for this purpose.
- 13.6 All materials brought into the said unit for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee and that Promoter will not be held responsible for any loss/theft/damage to the same.
- 13.7 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 Allottee 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 Allottee alone.
- 13.8 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 unit and the Building. Further, the Allottee shall be responsible for acts of such persons.
- 13.9 Having regard to the elevation of the buildings in the said project, the Allottee shall fix identical grills/ railings and the Air Conditioner in the places that are predetermined by the Promoters / that shall be approved by the Promoters. The Allottee 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. Accordingly, the Promoter has informed the Allottee that with a view to maintain the esthetics and elevation of the said Building, the Allottee shall, prior to extending the glass railings provided to the said unit/ fixing the grills to the windows/ balcony, take written permission from the Promoters inter-alia undertaking to use similar material and similar design to those already provided by the Promoters in the said unit.
- 13.10 Similarly the Allottee shall install the Dish Antenna for the Set Top Box on the common Terrace on the Top Floor only in the area specifically earmarked for the said purpose. Similarly, for any other new/ additional facility/ service/s, should the Allottee require to install any Instrument/Receiver/Dish either outside the said premises or on the Top Terrace, then the Allottee shall install such Instrument/Receiver/Dish, only after obtaining the written consent from the Promoters in the manner and at the location identified and approved by the Promoters.
- 13.11 Not put or place flower pots, Vases or any plantations outside the Windows.

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

13.13 The Allottee 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.

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

14. DATE OF POSSESSION AND FORCE MAJEURE:

14.1 Promoter shall give possession of the unit to the Allottee on or before _____ date subject to receipt and realization of all amounts payable by the Allottee 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 Architect certifying completion of the construction shall be considered as final and binding.

14.2 After the Allottee has fulfilled all his obligations under this Agreement if the Promoter fails or neglects to give possession of the said unit to the Allottee on account of reasons other than the reasons prescribed in this agreement, then subject to written demand from the Allottee and execution of cancellation deed of allotment of said unit, the Promoter shall be liable to refund to the Allottee the amounts already received by him in respect of the said unit simple interest at the rate of SBI highest marginal cost +2%, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that until the entire amount and interest thereon is refunded to the Allottee by the Promoter, the Allottee shall subject to prior encumbrances if any, have a charge on the said unit.

14.3 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, 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, TMC, 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.

14.4 Notwithstanding anything contained in this Agreement or in this clause the Promoter shall not incur any liability if the Promoter is unable to deliver possession of the said unit 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 labor 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.

14.5 The Allottee shall take possession of the said unit within two (2) months from the date of receipt of Occupancy Certificate in respect of said project. The Allottee must pay all outstanding dues including the taxes and other statutory payment before claiming possession of the said unit and also become member of the society by executing relevant documents.

14.6 On getting the occupancy certificate, the Promoter may handover possession of the said unit to the Allottee even though electricity and water supply have not commenced by the respective competent authorities. The Allottee 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 unit to the Allottee, the Allottee 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 PARKING :

15.1 Allottee has vide this Agreement requested for reservation of parking (the “***parking***”) to be used to park its vehicle. Accordingly, Promoter hereby reserves one parking for exclusive use of Allottee. The parking is subject to final building plan approved by the corporation at the time of grant of occupancy certificate and exact parking shall be allotted at the time of possession on the basis of final plan.

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

15.3 The said parking space shall be used only for the purpose of parking vehicle and not for any other purpose.

15.4 The Allottee shall not park his/its vehicle in any space except for his/its designated parking space.

OR

15.1 Allottee has informed the promoter that he/she does not require any parking space in said project. Accordingly, no reservation of parking is made against said unit.

15.2 Allottee undertakes, assures and guarantees not to claim any parking space in said project in future, nor raise any objection to use of parking by other Allottees.

16. FORMATION OF SOCIETY:

16.1 The Entire project consisting of 1 building and 2 wings shall consist of one society. The Promoter shall apply for the formation and registration of a Society (the “**said society**”) within the prescribed time limit under the MAHA RERA. The Allottee shall for this purpose from time to time 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 the becoming a member, including the bye-laws of the said society. These documents duly filled in and signed shall be returned to the Promoter within seven (07) working days of the same being forwarded by the Promoter to the Allottee, so as to enable Allottee to become a member of the society. Any delays in signing and handing over of documents by the Allottee to the Promoter shall not constitute default of the Promoter and the prescribed time period shall stand extended accordingly.

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

17. CONVEYANCE AND HANDOVER OF THE BUILDING:

17.1 The Promoter shall within eighteen (18) months of receipt of occupancy certificate from PMC or any other competent authority after completion of entire project and receipt of all amounts under this agreement execute a conveyance deed and convey a right, title and interest of the said total land and building in the name of the society subject to society clearing all dues of the Promoter.

17.2 The Promoter is entitled to take part OC for phase wise construction of the project. However, the allottee/society shall not claim conveyance of the said total land upon receipt of 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 Allottee shall not raise any claim for the use of amenities till said total land is conveyed to society, although the Promoter may at his discretion allow the use of amenities to Allottee prior to such conveyance.

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

18. SOCIETY MAINTENANCE CHARGES:

18.1 Commencing a week after notice in writing is given by the Promoter to the Allottee that the said unit is ready for use and occupation, irrespective of the Allottee taking the possession of the said unit, the Allottee will be liable for proportionate share of outgoings in respect of said total 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 unit plus the additional area attached to the said unit i.e. gross usable area vis a vis total gross usable area of said project.

18.2 The Allottee shall pay to the Promoter at the time of possession, an advance maintenance for eighteen (18) months aggregating to Rs. _____/- (Rupees _____ In Words Only) alongwith Service Tax/GST as “common maintenance charges” for the upkeep and maintenance of the said Project building. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the building is conveyed to the society as aforesaid.

18.3 After the formation of the society the Allottee shall bear and pay monthly maintenance charges directly to the society.

19. UNSOLD UNITS IN SAID PROJECT:

19.1 Promoter shall be inducted as a member of said society for unsold units upon conveyance of said total land to society.

19.2 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 Allottee 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.

19.3 Allottee or society shall not be entitled to demand any transfer charge for the transfer of unsold unit by the Promoter to prospective Allottees.

19.4 Promoter shall also be entitled to car parking reserved for every unsold units and the society or Allottee shall not stake claim on such parking.

19.5 Promoter 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.

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

20. POST POSSESSION OBLIGATIONS OF ALLOTTEE:

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

- (a) To maintain the said unit at Allottees own cost in good tenantable repair condition from the date of possession of the said unit 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 unit is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the said unit is situated and the said unit itself or any part thereof.
- (b) Not to store in the said unit 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 unit 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 unit is situated. In case any damage is caused to the building in which the said unit is situated, on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (c) To carry out at his own cost all internal repairs to the said unit and maintain the said unit in the same conditions, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffering to be done anything in or to the building in which the said unit is situated or the said unit 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 Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (d) Not to demolish or cause to be demolished the said unit 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 unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said unit is situated and shall keep the portion/sewers, drains pipes in the said unit 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 unit 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 unit without the prior written permission of the Promoter and/ or the said society, as the case may be.

- (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 unit 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 unit in the compound or any portion of the said property and the building in which the said unit is situated.
- (g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority, on account of change of user of the said unit by the Allottee other than specified in this agreement.
- (h) Allottee shall not let, sub-let transfer, assign or part with his/their interest or benefit obtained under this Agreement or part with the possession of the said unit unless it has obtained a 'No Dues Certificate' letter from Promoter. The Promoter shall issue such Certificate if all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee 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 Allottee shall obtain such permission from said society after the right of said total land is conveyed to the said society.
- (i) Allottee 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 units 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 Allottee shall also observe and follow all the stipulations and conditions laid down by the said society regarding the occupation and use of the said unit 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 total land and all building in the said project is executed the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said total land and buildings or any part thereof to view and examine the state and conditions thereof, but only after prior notice.

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 unit unless all amounts as agreed upon in this agreement is paid by the Allottee to the Promoter and unless this agreement is duly stamped under the Maharashtra stamp Act and registered under the Registration Act, 1908. The Allottee shall have no claim save and except in respect of the said unit hereby agreed to be sold to him. All open space, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the said total land and the building thereon is conveyed to the said society.

21.2 Allottee shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

22. NOTICE:

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

ADDRESS OF ALLOTTEE

ADDRESS OF PROMOTER

M/s. METRO DREAM HOMES

301, The Ambience Court,

Plot no. 2, Sector 19-D,

Vashi, Navi Mumbai 400 703

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

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

23. ALLOTTEE UNDERTAKING:

- 23.1 The Allottee/s undertake hereby gives his/her/their express consent to the Promoters to raise any loan against the said total land and/or the said buildings under construction and to mortgage the same with any bank or bankers or any other financial institutions/s or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Promoters at their own expenses on or before the conveyance of said land.
- 23.2 It is clearly understood and so agreed by the Allottee that all the provisions contained herein and the obligations arising hereunder in respect of said project shall equally be applicable to and enforceable against any subsequent Allottees of the said unit, in case of a transfer, as the said obligations go along with the said unit for all intents and purposes.
- 23.3 The Promoter is intending to acquire the adjoining land parcels for future development. The access of the said adjoining land shall be from the said land. The proposed access road has been marked separately in the lay out plan. Accordingly, the Allottee hereby undertakes and assures that he shall not raise any objection for grant of such perpetual access from the said total land for adjoining land at any time to the promoter or his nominee.

24. WAIVER NOT A LIMITATION TO ENFORCE :

- 24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee 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 Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee.
- 24.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
- 24.3 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee 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 Allottee nor shall the same in any manner prejudice the rights of the Promoter.

25. BINDING EFFECT:

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

26. MATERIAL ADVERSE CHANGE/ CONDITION:

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

27. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 27.1 The Allottee, 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 Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 27.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee 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 Allottee 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 Allottee only.

28. INVESTOR CLAUSE:

The Allottee has purchased the said Unit as an Investor. The Allottee intends to sell the said unit within a period of one year from the date of this Agreement. In the event the said Unit is sold within one year then the Allottee shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 2015.

Without prejudice to the Allottees right as an Investor, the Allottee may continue to hold the said Unit like any other Allottee if he does not sell it within one year.

29. SEVERABILITY:

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

30. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

31. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

32. ENTIRE AGREEMENT:

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

33. JURISDICTION:

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

34. RIGHT TO AMEND:

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

SCHEDULE OF LAND 1

(the said "*Land 1*")

All that piece and parcel of land bearing Survey No.91 Hissa No.2 admeasuring 450 sq. meters situated at Village Dalghar, Taluka and Disrict Thane bounded as under:

On or towards North :

On or towards East :

On or towards West :

On or towards South :

SCHEDULE OF LAND 2

(the said “*Land 2*”)

All that piece and parcel of land bearing Survey No.91 admeasuring 133.83 sq. meters situated at Village Dalghar, Taluka and Disrict Thane bounded as under:

On or towards North :

On or towards East :

On or towards West :

On or towards South :

SCHEDULE OF LAND 3

(the said “*Land 3*”)

All that piece and parcel of land bearing Survey No.91 Hissa No.1 admeasuring 590 sq. meters situated at Village Dalghar, Taluka and Disrict Thane bounded as under:

On or towards North :

On or towards East :

On or towards West :

On or towards South :

SCHEDULE OF LAND 4

(the said “*Land 4*”)

All that piece and parcel of land bearing Survey No.93 Hissa No.1 admeasuring 590 sq. meters situated at Village Dalghar, Taluka and Disrict Thane bounded as under:

On or towards North :

On or towards East :

On or towards West :

On or towards South :

SCHEDULE OF LAND 5
(the said “*Land 5*”)

All that piece and parcel of land bearing Survey No.19 admeasuring 6270 sq. meters situated at Village Dalghar, Taluka and Disrict Thane bounded as under:

On or towards North :

On or towards East :

On or towards West :

On or towards South :

PROJECT SCHEDULE

Two residential cum commercial buildings compromising of 2 wings of wing - ‘A’ consist of Ground + 32 upper floors having total built up area of _____ Sq. Meter consisting no. of ____ residential units and no. ____ commercial units and wing – ‘B’ consist of Ground + 6 upper having total built up area of _____ Sq. meters floors consisting no. of ____ residential units and no. ____ commercial units in the said total land in the project known as “**PARA MOUNT**” constructed on all that piece and parcel of said total land.

SCHEDULE OF AMENITIES

SCHEDULE UNIT

Residential / Commercial unit bearing Flat / Shop number _____ admeasuring _____ Sq. Mts. Carpet area on the _____ Floor in _____ Wing in Building no.____. In addition, the Allottee is entitled to enclosed balcony, terrace and cupboard totally admeasuring about_____ sq. mtrs. being ancillary area (the “*additional area*”) in the Project Known as “**PARA MOUNT**” being constructed on the said total land more particularly described hereinabove.

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

SIGNED, SEALED AND DELIVERED

BY THE WITHIN NAMED “PROMOTER”

SIGNED AND DELIVERED By the within named “NMR”			
M/S. METRO DREAMS HOMES through the hands of its Partners			
	Signature	Thumb Impression	Photo
MR. HITESH S. JAIN			
In the presence of:			
1. _____			
2. _____			
SIGNED AND DELIVERED By the within named “ALLOTTEE”			
	Signature	Thumb Impression	Photo
Shri _____			
In the presence of:			
1. _____			
2. _____			

RECEIPT

Received with thanks from Allottee Shri/ Smt _____Adult, and Indian Inhabitant, residing at _____has paid a sum of Rs. _____/- (Rupees in _____ words only) as part payment on execution hereof as per terms & conditions of this Agreement for Sale of Unit No. _____, on_____ floor in _____ wingin the project known as “PARAMOUNT” to be constructed on all that piece and parcel of plot more particularly described in SCHEDULE OF LAND.

Date	Cheque No.	Bank Name	Cheque Amount
Total			

The receipt is subject to realization of Cheques and receipt of TDS Certificate.

Date: _____

Place: Navi Mumbai

For, M/S. METRO DREAM HOMES

Partner/s

List of Annexure:

- A. 7/12 extract of said total land
- B. Development Permission
- C. Commencement Certificate
- D. Title Certificate
- E. Rera Certificate
- F. Floor Plan
- G. Amenities to be provided in the unit