

# J. A. METALTEC PVT. LTD.

CTS No. 608, 608/1 to 608/13, L.B.S. Marg, Kanjurmarg (W), Mumbai - 400 078.  
Tel.: 27826469 Mob.: 9324805922

Date :

Date: 13.08.2025

## Deviation Sheet for Agreement for Sale

The following clauses have been added and/or deviated in the Annexure 'A' Model Form of Agreement to be entered into between Promoter and Allottee(s) (See rule 10(1). The clauses are numbered as mentioned in the Agreement for sale:

Sr. No.	RERA MODEL AGREEMENT FOR SALE	PROJECT AGREEMENT FOR SALE	Addition/ Deviation
1.	<p><b>Clause No.1</b></p> <p><i>The Promoter shall construct the said building/s consisting of ..... basement and ground/ stilt, /..... podiums, and ..... upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.</i></p> <p><i>Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.</i></p>	<p>As per the policy of the planning authority BRIHANMUMBAI MUNICIPAL CORPORATION ("BMC") the total available FSI on the said Project Land is 10265.40 Sq. Mtrs ("Permissible FSI"). Upon payment of necessary development charges, the Promoter received BMC Commencement Certificate vide Ref no. P- 10624/2022/(608)/S Ward/ KANJUR-W/CC/1/New dated 22.01.2025 ("Commencement Certificate") for construction of 1 (One) Residential and Commercial building of which Commercial Units are located on the Ground and First floor, Government reserved offices are located on 2nd and 3rd floor and Residential units are located on the 4th to 7th floor thereby utilizing total built-up area 2880.61 sq. mts. out of the total Permissible FSI ("Sanctioned FSI"), as more particularly stated in the Third Schedule hereunder. The said entire building shall be developed under the name "SKYLINE". The nature, extent and description of both internal amenities and common areas and external amenities is more particularly described in the Annexure 1 of Second Schedule and</p>	<p>ADDITION PAGE 4 &amp; 5 OF AGREEMENT FOR SALE</p>



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		hereinafter be referred to as the said "Project". A copy of Commencement Certificate dated 22.01.2025, is hereto annexed and marked as "Annexure C". The plan showing the layout of the building approved as per the Commencement Certificate is demarcated and marked as "Annexure D".	
2.	<p><b>Clause 3</b> <i>The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.</i></p>	<p><b>CLAUSE 1.4</b> 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 Project Land. 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 Plot by constructing Building as mentioned herein and reserve for future 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</p>	DEVIATION PAGE 5 OF AGREEMENT FOR SALE



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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, Co-operative Housing Association 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;

1.5. The Allottee hereby acknowledges and agrees that the Commencement Certificate (CC) presently obtained by the Promoter for the development of the said Project Land is limited up to the 7th floor. The Promoter has represented that it intends to obtain the requisite approvals and permissions from the



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		competent authorities to construct additional floors up to the 22nd floor on the said plot. The Allottee hereby grants their express consent to such proposed development and utilize the additional FSI. The Allottee confirms that such future construction shall not be deemed to violate their rights under this Agreement and that they shall not raise any objection or claim in this regard, provided such construction is carried out in compliance with applicable laws and approved plans.	
3.	<p>Clause no. 1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. .... of the type ..... of carpet area admeasuring ..... sq. metres on ..... floor in the building ...../wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. .... including Rs. .... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).</p> <p>(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos _____ situated at _____ Basement and/or</p>	<p><b>CLAUSE 2.1</b></p> <p>he Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Unit [●] admeasuring [●] Sq. mt. Carpet Area, on the [●] Floor, [●] Wing, in the said project and as more particularly stated in the <b>Fourth Schedule</b> (hereinafter referred to as said "Unit ") for a total consideration of <b>Rs. [●]/- (Rupees [●] only) ("Total Consideration")</b> in the said Project being constructed by the Promoter on the said Project Land and on the terms and conditions hereinafter appearing, being the proportionate price of the common areas and facilities appurtenant to the Unit, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.</p>	<p>DEVIATION PAGE 5 AGREEMENT FOR SALE</p>



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	<p>stilt and / or _____podium being constructed in the layout for the consideration of Rs. _____/-</p> <p>(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos _____ situated at _____ Basement and/or stilt and / or _____podium being constructed in the layout for the consideration of Rs. _____/-.</p>		
4.	<p><b>CLAUSE 1 (d)</b></p> <p>The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].</p>	<p><b>CLAUSE 3.3</b></p> <p>The Allottee shall be liable to pay and hereby agrees to pay to Promoter any statutory taxes (as made applicable or amended from time to time) like GST or any other charges, levy, tax, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottee at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter then the Allottee shall make over such payment to Promoter within 7 days upon receiving a notice of demand (demand letter) from Promoter.</p>	<p>DEVIATON PAGE 7 OF AGREEMENT FOR SALE</p>
5.	<p><b>Clause 1 (h)</b></p> <p>The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.</p>	<p><b>CLAUSE 3.4</b></p> <p>Any payments made by the Allottee to the Promoter shall be first appropriated towards GST, then outstanding interest and balance if any, towards the principal sums of the instalments of the said Total Consideration. The Allottee</p>	<p>DEVIATON PAGE 7 &amp; 8 OF AGREEMENT FOR SALE</p>



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	<p>Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building / wing.</p>	<p>authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.</p>	
6.	<p><b>Clause No. 10</b> The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:- (i) Rs. .... for share money, application entrance fee of the Society or Limited Company/ Federation/ Apex body. (ii) Rs. .... for formation and registration of the Society or Limited Company/ Federation/ Apex body. (iii) Rs. .... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/ Federation/ Apex body (iv) Rs. ....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/ Federation/ Apex body. (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &amp; (vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout</p>	<p><b>CLAUSE 3.5</b> The Total Consideration is exclusive of contribution (being common maintenance charges as detailed below) and of any statutory levies and taxes as are or will be applicable or payable hereunder in respect of the said Flat. The Allottee confirms and agrees that from the date of possession when the said Flat/Shop is handed over to the Allottee, all such taxes, levies and contribution shall be borne and paid by the Allottee.</p>	<p>DEVIATON PAGE 8 OF AGREEMENT FOR SALE</p>



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	<i>The Allottee shall pay to the Promoter a sum of Rs. .... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.</i>		
7.	<i>The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].</i>	<b>CLAUSE 3.6</b> The Allottee shall deduct tax at source on the consideration amount at the prevailing rate, if applicable and furnish a TDS certificate to the Promoter within the time limit provided under Income Tax Act, 1961. <b>CLAUSE 3.7</b> The receipt for the payments made shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter.	DEVIATON PAGE 8 OF AGREEMENT FOR SALE



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8.	<p>Clause 1 (e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time.</p>	<p><b>CLAUSE No. 3.8</b> The Total Consideration is escalation free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said Notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.</p>	DEVIATION PAGE 8 AGREEMENT FOR SALE
9.	<p>Clause 4.1 The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.</p>	<p><b>CLAUSE 3.9</b> The Allottee shall make payment of the balance amount immediately upon it becoming due, without any delay or demur for any reason whatsoever, failing which the outstanding amount shall carry interest at such rates as prescribed in the law till the time of payment or realization.</p>	DEVIATION PAGE 8 OF AGREEMENT FOR SALE
10.	NA	<p><b>CLAUSE 3.10</b> Without prejudice to its rights and remedies under this Agreement, the Allottee hereby agrees that in the event that any portion of the Consideration is not paid by the Allottee within the time periods as</p>	ADDITION PAGE 8 OF AGREEMENT FOR SALE



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		set out in this Agreement, the Promoter shall have a charge lien on the said Flat/Shop to the extent of the unpaid amount, except the cases where non-payment is on account of or attributable to default by the Promoter in compliance of its obligations hereunder.	
11.	NA	<b>CLAUSE NO. 4.1</b> The Allottee/shall make all payments of the Total Consideration to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / electronic transfer any other instrument drawn in favour of " [●] ", A/c No. [●], IFSC NO. [●], with [●] Bank Ltd, located at [●] Branch. In case of any financing arrangement entered by the Allottee with any financial institution for availing loan with respect to the said Unit, the Allottee undertakes to direct such financial institution to disburse/pay all such amounts towards Total Consideration due and payable to the Promoters through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of " [●] ", A/c No. [●], IFSC NO. [●] , with [●] Bank Ltd, located at [●] Branch. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Unit and shall be construed as a breach on the part of the Allottee. In case of change of bank	ADDITION PAGE 9 OF AGREEMENT FOR SALE



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		account number as mentioned above, the Allottee shall make payment as conveyed by Promoters in writing to the Allottee.	
12.	<i>CLAUSE 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.</i>	<b>CLAUSE NO. 5.1</b> Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the instalments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % with monthly interests, on all the amounts which become due and payable by the Allottee to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the Allottee from time to time or on completion of the said Project, and the Allottee has agreed to pay the same as and when demanded before the possession of the said Flat.	DEVIATON PAGE 9 OF AGREEMENT FOR SALE
13.	<i>Clause 13.i The Promoter hereby represents and warrants to the Allottee as follows: i. The Promoter has clear and marketable title with respect to the project land; as declared in the title repost annexed to this Agreement and has the requisite rights to carry out development upon the project land and</i>	<b>CLAUSE 6.1</b> The Promoter has disclosed the title of the said Project as well as encumbrances, if any, known to the Promoter in the title report of the advocate annexed hereto. The Promoter has also disclosed to the Allottee nature of its right, title and	DEVIATON PAGE 9 OF AGREEMENT FOR SALE



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	also has actual, physical and legal possession of the project land for the implementation of the Project;	interest or right to construct the said Project, and also given inspection of all documents to the Allottee as required by the law. The Allottee having acquainted himself/herself/themselves with all facts and right of the Promoter and after being satisfied with the same has entered into this Agreement.	
14.	<b>Clause 5</b> <i>The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.</i>	<b>CLAUSE 7.1</b> The specifications and Amenities of the Flat/Shop to be provided by the Promoter in the said Project are those that are set out in the " <b>Annexure 1</b> " of <b>Second Schedule</b> hereunder. In the Project considering the maintenance and the stability of the building and internal structures, it is herein specifically informed by the consultant of the Promoter to not allow any internal changes. Therefore, as per the policy adopted by the Promoter, there shall be no customization permitted inside the said Flat/Shop such as civil, electrical, plumbing etc. If any such modification / customization is done by the Allottee after handover of possession by the Promoter, it shall be liability of the Allottee only	DEVIATION PAGE 9 AND 10 AGREEMENT FOR SALE
15.	<b>Clause 6</b> <i>The Promoter shall give possession of the Apartment to the Allottee on or before..... day of .....20___. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the</i>	<b>CLAUSE 8.1</b> <b>Schedule for possession of the said Unit:</b> The Promoter agrees and understands that timely delivery of possession of the Unit is the essence of the Agreement subject to receipt of Total Consideration and dues of the Promoter and taxes thereon are	DEVIATION PAGE 10 OF AGREEMENT FOR SALE

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	<p>Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.</p>	<p>paid by the Allottee in respect of the said Unit. In terms of these presents, the Promoter, based on the approved plans and specifications, assures to hand over possession of the said Unit by or before <b>31.12.2029</b></p>	
16.	<p><b>Clause 4.1</b></p> <p>If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.</p>	<p><b>CLAUSE 8.5</b></p> <p><b>Compensation:</b> Except for occurrence of the events stating herein above in clause no. 8.2, if the Promoter fails to complete or is unable to give possession of the Flat/Shop (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason not attributable to the acts of Promoter; the Promoter shall be liable, on demand, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat/Shop, with the interest as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the</p>	<p>DEVIATION PAGE 11 OF AGREEMENT FOR SALE</p>



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17.	<p>Clause 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.</p>	<p><b>CLAUSE 11.3</b> Provided further that upon termination of this Agreement as aforesaid, the Promoter may forfeit up to 10% of Total Consideration as damages towards cancellation (hereinafter referred to as "<b>the pre-determined damages</b>") accepted by Allottee as being reasonable and fair estimate from the consideration amount paid by Allottee to the Promoter, till the date of termination and shall refund the balance amount of sale consideration, within a period of 30 (thirty) days of termination.</p>	DEVIATION PAGE 15 OF AGREEMENT FOR SALE



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18. NA	<b>CLAUSE 11.4</b> That the Allottee shall not be entitled to raise any objection to termination made by the Promoter if the conditions as mentioned in this Agreement hereinabove are fulfilled and that Promoter shall be authorized to unilaterally register the cancellation deed with the registrar without any recourse to the Allottee Further, Allottee shall not be entitled to claim refund from the Promoter the amounts paid by the Allottee to the government namely GST, stamp duty, registration and legal charges. Since the Allottee has defaulted, the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded. Upon termination of this Agreement, Promoter shall be at liberty to dispose of and sell the Flat/Shop to such person and at such price as the Promoter may in its absolute discretion think fit. However, in case Allottee challenges such termination before any authority then Promoter shall be entitled to hold the refund till conclusion of such dispute.	ADDITION PAGE 15 OF AGREEMENT FOR SALE
19. NA	<b>CLAUSE 12.2</b> Provided further that it shall be the sole and absolute responsibility and liability of the Allottee to maintain the said Unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said Unit are regularly filled with white cement/epoxy to prevent water seepage.	ADDITION PAGE NO. 16 OF AGREEMENT FOR SALE



*Handwritten signature/initials*



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## CLAUSE 12.3

Further where the manufacturer warranty as shown by the Promoter to the Allottee ends before the Defect Liability period and such warranties are covered under the maintenance of the said Unit / Building, and if the comprehensive annual maintenance contracts are not renewed by the Allottee the Developer shall not be responsible for any defects occurring due to the same.

## CLAUSE 12.4

That the said Building/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 Unit and the common building amenities wherever applicable. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and



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		the Apartment as are set out in <b>Annexure 'E'</b> , annexed hereto	
20.	<b>Clause 9.3</b> <i>Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined.</i>	<b>CLAUSE 14.2</b> The Allottee shall pay to the Promoter advance maintenance /deposit of such an amount that is along with the applicable GST as common maintenance charges for upkeep and maintenance of common areas and facilities in the said Building (like electricity of common areas, security, property tax, maintenance of common areas, salaries) until conveyance of said Land is executed in favor of the Common Organization, subject to a maximum period of 18 (eighteen) months from the date of notice specified herein. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance is executed in favor of the Common Organization as aforesaid. The Allottee undertakes to pay such contribution within 15 (Fifteen) days of receiving notice that the said Unit is ready for possession and shall not withhold the same for any reason whatsoever. Provided that if the Allottee does not pay its share of the common maintenance	DEVIATION PAGE 18 OF AGREEMENT FOR SALE



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		charges within 15 (Fifteen) days of receiving the notice of demand in this regard then the Promoter shall be entitled to levy interest on such delayed payment from the date when the payment is due till the date of actual payment, as prescribed under MAHA RERA and rules made thereunder.	
21.	NA	<b>CLAUSE 14.3</b> That the Promoter shall not be liable to repair or maintain the common areas like staircase, lifts, lobbies if these are damaged by the Allottee while shifting goods or while getting interior work done in the Flat/Shop purchased. The Allottee shall be liable to restore the original position of damaged areas at his own cost and effort.  <b>CLAUSE 14.4</b> Where the Allottee has to make any payment in common with other allottees in said Project, the same shall be in proportion which the carpet area of the said Flat/Shop bears to the total carpet area of all Flat/Shop in the said Project.	ADDITION PAGE 18 OF AGREEMENT FOR SALE
22.	<b>Clause 15</b> <i>The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.</i>	<b>CLAUSE 14.5</b> The Promoter shall be liable to maintain a separate bank account for the purpose of collecting the above-mentioned deposit and yearly/monthly maintenance charges along with applicable GST. All expenses towards maintenance shall be paid from such bank account till the Common	DEVIATION PAGE 19 OF AGREEMENT FOR SALE



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		Organization is formed and thereafter such bank account shall be closed and entire accounts and amount if any therein shall be handed over by the Promoter to the Common Organization. In case of any deficit in the account the Promoter shall be entitled to collect the deficit proportionately from the Common Organization before conveyance /assignment of lease of said Land.	
23.	<p><b>Clause 1 (d)</b> <i>The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].</i></p>	<p><b>CLAUSE 15.2</b> If at any time, after execution of this Agreement, GST is imposed/increased under respective statute by the Central and State Government respectively and further at any time before or after execution of this Agreement, any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called is levied or recovered or becomes payable under any statute/rule /regulation/notification/order either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said Flat/Shop or this Agreement or the transaction herein, the same shall exclusively be paid/borne by the Allottee. The Allottee hereby, always indemnifies the Promoter from all such levies, cost and consequences, provided that the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the</p>	DEVIATION PAGE 19 OF AGREEMENT FOR SALE



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		acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.	
24.	NA	<b>CLAUSE 16.4</b> Notwithstanding anything stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will always be on Allottee of the said Flat/Shop and if for whatsoever reason, the respective Recovering Authority recovers the same from the Promoter then in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee along with interest and Allottee herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee in writing. It is further specifically agreed that aforesaid encumbrance shall be on said Unit being first charge of the Promoter. The Allottee herein with due-diligence has accepted the aforesaid condition.	ADDITION PAGE 19 & 20 AGREEMENT FOR SALE
25.	NA	<b>CLAUSE 16.5</b> The Promoter has disclosed all drawings, sale plans, other drawings as given to the Promoter by the appointed Architect, Structural Consultants and any other consultants appointed by the promoter to the Allottee and the Allottee is aware that professional liability has been undertaken by them individually with the Promoter which shall prevail on these	ADDITION PAGE 20 OF AGREEMENT FOR SALE



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		consultants individually or cumulatively if there is any loss/harm is caused to the Allottee and based on these said details of the drawings any of the calculations and areas shown, the Allottee has agreed to take the said Unit .	
26.	NA	<b>CLAUSE 17.1</b> It is further agreed by the Allottee that air conditioners, coolers etc. shall be installed by the Allottee at places earmarked or approved by the Promoter and nowhere else. The Allottee shall also not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.	ADDITION PAGE 21 OF AGREEMENT FOR SALE
27.	NA	<b>CLAUSE 17.13</b> The Promoter and/or its agent shall at all times be allowed to enter the said Building and the Project Land to show the unsold Flat/Shops in the said Building to potential buyers until such time all Flat/Shops are sold	ADDITION PAGE 23 OF AGREEMENT FOR SALE
28.	NA	<b>CLAUSE 17.14</b> That the Allottee shall indemnify and keep indemnifying the Promoter towards or against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations	ADDITION PAGE 24 OF AGREEMENT FOR SALE



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		given specifically herein to the Allottee	
29.	NA	<b>CLAUSE 17.15</b> That nothing herein contained shall construe as entitling the Allottee any right on any of the adjoining, neighboring or the remaining buildings/ common areas etc. of the remaining portion of the proposed Project layout it any unless specifically agreed and consideration dispensed by the Allottee to the Promoter in this regard.	ADDITIN PAGE 24 OF AGREEMENT FOR SALE
30.	<b>Clause 8</b> <i>The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office/showroom/shop/god own/for carrying on any industry or business (strike of which is not available) He shall use the garage or parking space only for purpose of keeping or parking vehicle.</i>	<b>CLAUSE 17.16</b> That the Allottee shall use the said Flat/Shop for the purpose of residential / commercial use. That the parking spaces allotted to the Allottee shall be used only for the purposes of parking and that the said space is designed and made for use of parking a vehicle. That this has been clearly made aware to the Allottee and the same has been agreed by the Allottee to follow.	DEVIATION PAGE 24 OF AGREEMENT FOR SALE
31.	<b>Clause 16</b> <i>Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited</i>	<b>CLAUSE 18</b>  <b>RESTRICTIVE COVENANT</b> 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/Shop unless all amounts as agreed upon in this Agreement are paid by the Allottee to the Promoter and unless this Agreement is duly stamped under the Maharashtra Stamp Act, 1958 and registered	DEVIATION PAGE 23 OF AGREEMENT FOR SALE





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	<i>Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.</i>	under the Registration Act, 1908. The Allottee shall have no claim save and except in respect of the said Flat/Shop hereby agreed to be sold to him. All open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the Land is conveyed to the common organisation of Allottees	
32.	<b>Clause 17</b> <i>After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].</i>	<b>CLAUSE 19 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE</b> The Allottee hereby grants their consent to the Promoter for availing such loan and /or financial assistance on such terms and conditions as the Promoter may deem fit and proper subject to the repayment thereof by the Promoter. After the Promoter executes this Agreement, he shall not mortgage or create a charge on the said Flat/Shop and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Flat.	DEVIATION PAGE 21 and 22 OF AGREEMENT FOR SALE
33.	<b>Clause 15</b> <i>The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or</i>	<b>CLAUSE 21 SEPARATE ACCOUNT FOR SUMS RECEIVED</b> The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee towards total consideration of the said	DEVIATION PAGE 25 OF AGREEMENT FOR SALE



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	<i>Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.</i>	Flat/Shop and as advance or deposit, sums received on account of the share capital for the formation of the Common Organization, towards the out goings, legal charges etc.  Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee and utilize the same as contemplated and permitted under the said act and rules and regulations made thereunder.	
34.	NA	<b>CLAUSE 22.1</b> Notwithstanding anything contained anywhere in this Agreement, it is specifically agreed between the Parties hereto that, the Promoter herein has decided to have the name of the Project " <b>SKYLINE</b> " or as decided by the Promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on the Building and at the entrances of the scheme. The Allottees in the said Project or proposed Common Organization are not entitled to change the aforesaid Project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.	ADDITION PAGE 24 OF AGREEMENT FOR SALE
35.	NA	<b>CLAUSE 22.2</b> The Promoter is also entitled to put/fix permanent attractive signboard, glow sign, name of the Building, name of the Project and brand name of the Promoter at	ADDITION PAGE 24 OF AGREEMENT FOR SALE



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		the gate and/or on the Land and/or on the Building.	
36.	<p><b>Clause 27</b></p> <p><i>That 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 or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:</i></p> <p><i>Name of Allottee</i> <i>(Allottee's Address)</i> <i>Notified Email ID: _____</i> <i>M/s Promoter name</i> <i>(Promoter Address)</i> <i>Notified Email ID: _____</i></p> <p><i>It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.</i></p>	<p><b>CLAUSE 23.1</b></p> <p>Upon an installment becoming due, the Promoter shall issue a notice of Demand cum Invoice giving maximum 15(fifteen) days' time from date of notice to Allottee for making the payment of installment. The said notice of demand shall be accompanied by certificate from the architect certifying the satisfactory completion of the stage of work for which the payment is due.</p> <p><b>CLAUSE 23.2</b></p> <p>All notices including notice of demand to be served on the Allottee by the Promoter as contemplated by this Agreement shall be deemed to have been duly served, if sent to the Allottee and the Promoter by Registered Post A.D/ Speed Post and notified mail ID at their addresses specified below. Such delivery of mail or dispatch of post shall be treated as sufficient compliance from the Promoter. Thereafter, the Allottee shall be barred from claiming the non-receipt of the notice of demand.</p> <p><b>CLAUSE 23.4</b></p> <p>Upon handing over of the possession of the Flat/Shop to the Allottee under this Agreement, all the notices on the Allottee shall be served at the address specified hereinabove</p>	<p>DEVIATION PAGE 24 and 25 OF AGREEMENT FOR SALE</p>





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		unless there is a specific written request to revise the address for communication.	
37.	NA	<b>CLAUSE 27.2</b> That the Allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said Project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the Promoter in turn for which no conveyance/assignment of lease has occurred to the ultimate Common Organisation expressly stated in this Agreement and for which no consideration is specially dispensed by the Allottee to the Promoter for the same; save and except his right to enjoy and use the Flat/Shop purchased by him and any other rights given by the Promoter to the Allottee for which consideration has been dispensed.	ADDITION PAGE 26 AGREEMENT FOR SALE



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38. NA	<b>CLAUSE 38</b> In the event, Allottee has purchased the said Unit as an Investor and intends to sell the said Unit within a period of 3 (three) years from the date of this Agreement, then in such case, Allottee shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 1958. Without prejudice to the Allottee's right as an Investor, the Allottee may continue to hold the said Unit like any other Allottee if he does not sell it within 3 (three) year.	ADDITION PAGE 29 OF AGREEMENT FOR SALE
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