

Note: Promoter reserves the right to modify this sample draft agreement for sale and will endeavor to update the revised draft on RERA portal as and when revisions are made.

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at _____ this _____ day of _____, 20____.

BETWEEN

SANVO RESORTS PRIVATE LIMITED, a Private Limited Company registered under the Companies Act, 1956 and having its registered office at 702, Marathon Max, Mulund-Goregaon Link Road, Mulund (West), Mumbai-400 080, hereinafter referred to as the **"the Promoter"** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **ONE PART**

AND

_____ having his/her/their address at _____,

hereinafter referred to as **"the Allottee"**, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parceners and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **OTHER PART**.

The Promoter and the Allottee are for the sake of brevity are individually referred to as “**the Party**” and collectively referred to as “**the Parties**”.

WHEREAS:

- A. The Promoter is the Lessee/Developer of and is seized and possessed of and otherwise well and sufficiently entitled to undertake the construction and development of all those pieces and parcels of land or ground admeasuring approximately 106920 square meters as per the 7/12 Extract and as per title deeds, bearing (1) Survey No.95/4 admeasuring 5560 square meters (“First Land”), (2) Survey No.97/2 admeasuring 3690 square meters (“Second Land”), (3) Survey No.98/6C admeasuring 700 square meters (“Third Land”), (4) Survey No.95/2 admeasuring 3660 square meters (“Fourth Land”), (5) Survey No.95/3A admeasuring 16630 square meters (“Fifth Land”), (6) Survey No.95/3B admeasuring 8000 square meters (“Sixth Land”), (7) Survey No.96/0 admeasuring 9660 square meters (“Seventh Land”), (8) Survey No.98/6A/1 admeasuring 6980 square meters (“Eighth Land”), (9) Survey No.98/6A/2 admeasuring 2460 square meters (“Ninth Land”), (10) Survey No.98/6B admeasuring 610 square meters (“Tenth Land”), (11) Survey No.98/6D admeasuring 3000 square meters (“Eleventh Land”), (12) Survey No.97/1 admeasuring 2000 square meters (“Twelfth Land”), (13) Survey No.94/1D admeasuring 9410 square meters (“Thirteenth Land”) (14) Survey No.95/1 admeasuring 34560 square meters (“Fourteenth Land”) lying, being and situate at Village Kolkhe, Taluka Panvel in the District of Raigad and more particularly described in the **First Schedule** hereunder written and delineated by red colour boundary line on the Sanctioned Layout Plan annexed and marked as **Annexure “2”** hereto, and hereinafter referred to as (“**the Larger Land**”). However, as per the recently published plan the abovementioned plot/s fall within the recently published plan by City and Industrial Development Corporation of Maharashtra, Navi Mumbai Airport Influence Notified Area (“CIDCO NAINA”).
- B. The details pertaining to the title/rights/entitlement of the Promoter to the Larger Land is as follows:
- I. (1) Mr. Dinesh Manilal Shah, (2) Ms. Bindu Dinesh Shah, (3) Mr. Praful Manilal Shah and (4) Ms. Falguni Praful Shah [hereinafter collectively referred to as the “**Owners**”] purchased and acquired their respective right, title, interest and became entitled to the said Larger Land by and under the following documents being:
- (i) By and under a Sale Deed dated 1st June, 2006 executed between M/s. Dhariwal Development therein referred to as the Vendors of the one part and Mr. Dinesh Shah and Mr. Praful Shah therein referred to as the Purchasers of the other part and registered with the office of the Sub-Registrar of Assurances under Serial No.4098 of 2006, M/s. Dhariwal Development sold, transferred and conveyed the land bearing Survey No.95 Hissa No.4 and Survey No.97 Hissa No.2 admeasuring 5560 square meters (hereinafter referred to as the “**First Land**”) and 3690 square meters [hereinafter referred to as the “**Second Land**”] respectively to Mr. Dinesh Manilal Shah and Mr. Praful Manilal Shah for the consideration and in the manner as more particularly set out therein.

- (ii) By and under a Sale Deed dated 7th June, 2006 executed between M/s. Dhariwal Development therein referred to as the Vendors of the one part and Mr. Dinesh Shah and Mr. Praful Shah therein referred to as the Purchasers of the other part and registered with the office of the Sub-Registrar of Assurances under Serial No.4098 of 2006, M/s. Dhariwal Development sold, transferred and conveyed the land bearing Survey No.98 Hissa No.6C admeasuring 700 square meters (hereinafter referred to as the "**Third Land**") to Mr. Dinesh Shah and Mr. Praful Shah for the consideration and in the manner as stated therein.
- (iii) By and under a Sale Deed dated 1st June, 2006 registered with the office of the Sub-Registrar of Assurances at Panvel under Serial No. 4104 of 2006 read with Deed of Rectification dated 5th July, 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under Serial No.4913 of 2006 executed between MohsinDhariwal therein referred to as the Vendor of the one part and Mr. Dinesh Shah and Mr. Praful Shah therein referred to as the Purchasers of the other part, MohsinDhariwal sold, transferred and conveyed the land bearing Survey No.95 Hissa No.2 admeasuring 3660 square meters (hereinafter referred to as the "**Fourth Land**") to Mr. Dinesh Shah and Mr. Praful Shah for the consideration and in the manner as stated therein.
- (iv) By and under a Sale Deed dated 1st June, 2006 registered with the office of the Sub-Registrar of Assurances at Panvel under Serial No. 4104 of 2006 read with Deed of Rectification dated 5th July, 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under Serial No.4913 of 2006 executed between MohsinDhariwal therein referred to as the Vendor of the one part and Mr. Dinesh Shah and Mr. Praful Shah therein referred to as the Purchasers of the other part, MohsinDhariwal sold, transferred and conveyed the land bearing Survey No.95 Hissa No.3A admeasuring 16630 square meters (hereinafter referred to as the "**Fifth Land**") to Mr. Dinesh Shah and Mr. Praful Shah for the consideration and in the manner as stated therein.
- (v) By and under a Sale Deed dated 1st June, 2006 executed between BadruddinEbrahimDhariwal therein referred to as the Vendor of the one part and Dinesh Manilal Shah and PrafulManilal Shah therein referred to as the Purchasers of the other part and registered with the office of the Sub-Registrar of Assurances at Panvel under Serial No.4103 of 2006, BadruddinDhariwal sold, transferred and conveyed land bearing Survey No.95 Hissa No.3B admeasuring 8000 square meters (hereinafter referred to as the "**Sixth Land**") to Mr. Dinesh Shah and Mr. Praful Shah for the consideration and in the manner as stated therein.
- (vi) By and under a Sale Deed dated 1st June, 2006 executed between Ismail EbrahimDhariwal, BadruddinEbrahimDhariwal, YahyabhaiEbrahimDhariwal and MohsinEbrahimDhariwal therein referred to as the Vendors of the one part and Dinesh Manilal Shah and PrafulManilal Shah therein referred to as the Purchasers of the other part and registered with the office of the Sub-Registrar of Assurances at Panvel under serial No.4102 of 2006, the Vendors

sold, transferred and conveyed the land bearing Survey No.96 admeasuring 9660 square meters (hereinafter referred to as the "**Seventh Land**") to Mr. Dinesh Shah and Mr. Praful Shah for the consideration and in the manner as stated therein.

- (vii) By and under a Sale Deed dated 20th May, 2006 executed between PuranchandKaluram Rajput therein referred to as the Vendor of the one part and Dinesh Manilal Shah therein referred to as the Purchaser of the other part and registered with the office of the Sub Registrar of Assurances under Serial No.4124 of 2006, PuranchandKaluram Rajput sold, transferred and conveyed land bearing Survey No.98 Hissa No.6A/1 admeasuring 6980 square meters (hereinafter referred to as the "**Eight Land**") to Dinesh Manilal Shah.
- (viii) By and under a Sale Deed dated 13th July, 2006 executed between Ismail EbrahimDhariwal therein referred to as the Vendor of the one part and FalguniPraful Shah therein referred to as the Purchaser of the other part and registered with the office of the Sub-Registrar of Assurances under Serial No.5625 of 2006, Ismail EbrahimDhariwal sold, transferred and conveyed the land bearing Survey No.98 Hissa No.6A/2 admeasuring 2460 square meters (hereinafter referred to as the "**Ninth Land**") to FalguniPraful Shah.
- (ix) By and under a Sale Deed dated 14th July, 2006 executed between Ebrahim Ismail Dhariwal therein referred to as the Vendor of the one part and FalguniPraful Shah therein referred to as the Purchaser of the other part and registered with the office of the Sub-Registrar of Assurances under Serial No.5655 of 2006, Ebrahim Ismail Dhariwal sold, transferred and conveyed the land bearing Survey No.98 Hissa No.6B admeasuring 610 square meters(hereinafter referred to as the "**Tenth Land**") to FalguniPraful Shah.
- (x) By and under a Sale Deed dated 17th July, 2006 executed between PuranchandKaluram Rajput therein referred to as the Vendor of the one part and FalguniPraful Shah therein referred to as the Purchaser of the other part and registered with the office of the Sub-Registrar of Assurances under Serial No.5653 of 2006, PuranchandKaluram Rajput sold, transferred and conveyed the land bearing Survey No.98 Hissa No.6D admeasuring 3000 square meters (hereinafter referred to as the "**Eleventh Land**") to FalguniPraful Shah.
- (xi) By and under a Sale Deed dated 13th July, 2006 executed between Ismail EbrahimDhariwal therein referred to as the Vendor of the one part and FalguniPraful Shah therein referred to as the Purchaser of the other part and registered with the office of the Sub-Registrar of Assurances under Serial No.5625 of 2006, Ismail EbrahimDhariwal sold, transferred and conveyed the land bearing Survey No.97 Hissa No.1 admeasuring 2000 square meters (hereinafter referred to as the "**Twelfth Land**") to FalguniPraful Shah.
- (xii) By and under a Sale Deed dated 21st July, 2006 executed between RajaraniDeshrajSoni therein referred to as the Vendor of the one part and Bindu Dinesh Shah therein referred to as the Purchaser of the other part and registered with the office of the Sub Registrar of Assurances under Serial No.5344 of 2006, RajaraniDeshrajSoni sold,

transferred and conveyed land bearing Survey No.94/1D admeasuring 9410 square meters (hereinafter referred to as the **"Thirteenth Land"**) to Bindu Dinesh Shah.

- (xiii) By and under a Sale Deed dated 23rd June, 2006 executed between Aishwarya Financial Services Pvt. Ltd. therein referred to as the Vendor of the one part and Dinesh Manilal Shah and PrafulManilal Shah therein referred to as the Purchasers of the other part and registered with the office of the Sub Registrar of Assurances under Serial No.4600 of 2006, Aishwarya Financial Services Pvt. Ltd. sold, transferred and conveyed the land bearing Survey No.95 Hissa No.1 admeasuring 34560 square meters (hereinafter referred to as the **"Fourteenth Land"**) to Dinesh Manilal Shah and PrafulManilal Shah.
- (xiv) By and under an Indenture of Lease dated 28th September, 2006 executed between the Owners of the one part and the Promoter, therein referred to as Lessee of the other part and registered with the office of the Sub-Registrar of Assurance under Serial No.6914 of 2006 (**"the First Lease"**), the Owners have demised unto the Promoter the said Larger Land being all that piece and parcel of non agricultural land admeasuring 1,06,920 square meters situate at Village Kolkhe, Taluka Panvel, Dist. Raigad in the manner and on the terms and conditions as stated therein.
- (xv) By and under an Indenture of Modification dated 3rd October, 2006 executed between the Owners and the Promoter and registered with the office of the Sub-Registrar of Assurance under Serial No.7012 of 2006 (**"the Modification of the First Lease"**), the Owners and the Promoter have modified the terms and conditions of the First Lease in the manner as stated therein. The First Lease and the Modification of the First Lease are hereinafter collectively referred to as **"the said Lease"**.
- (xvi) By and under an Indenture of Lease dated 20th April, 2011 executed between the Owners and the Promoter and registered with the office of the Sub-Registrar of Assurance under Serial No.5560 of 2011 (**"the New Lease"**), the Owners and the Promoter have modified the terms and conditions of the said Lease in the manner as stated therein. Some of the terms of the said New Lease are as follows:-
 - (i) Plot A admeasuring 5.80 Acres equivalent to 23457.01 sq.mts. or thereabouts, comprising of Survey Nos.95/3A(pt), 95/4(pt), 96, 97/1, 97/2, 98/6A1(pt), 98/6A2, 98/6B and 98/6C(pt) and marked in Blue colour on the Plan annexed and marked as **Annexure "2"**[hereinafter referred to as "Plot A"];
 - (ii) Plot B admeasuring 16.26 Acres equivalent to 65764.52 sq.mts. comprising of Survey Nos. 94/1D(pt), 95/1(pt), 95/2(pt), 95/3A(pt), 95/3B, 95/4(pt), 98/6A1(pt), 98/6C(pt) and 98/6D and marked in Green colour on the Plan annexed and marked as **Annexure "2"**[hereinafter referred to as "Plot B"];
 - a. Plot B1 admeasuring 9.65 Acres equivalent to 39034.52 sq.mts. comprising of Survey Nos. 95/1(pt), 95/2(pt), 95/3A(pt), 95/3B(pt), 95/4(pt), 98/6A1(pt), 98/6C(pt) and 98/6D and marked on the Plan annexed hereto as **Annexure "2"**[hereinafter referred to as "Plot B1"];

1. Plot B1A admeasuring 6.96 Acres equivalent to 28182.30 sq.mts. comprising of Survey Nos. 95/1(pt), 95/2(pt), 95/3A(pt), 95/3B(pt), 95/4(pt), 98/6A1(pt), 98/6C(pt) and 98/6D and marked in Green colour on the Plan annexed and marked as **Annexure “2”**[hereinafter referred to as “Plot B1A”].
 2. Plot B1B admeasuring 2.68 Acres equivalent to 10852.22 sq.mts. comprising of Survey Nos. 95/3A(pt), 95/4(pt), 98/6A1(pt), 98/6C(pt) and 98/6D and marked in Grey colour on the Plan annexed and marked as **Annexure “2”**[hereinafter referred to as “Plot B1B”].
 - b. Plot B2 admeasuring 6.61 Acres equivalent to 26,730 sq.mts. comprising of Survey Nos. 94/1D(pt), 95/1(pt), 95/3A(pt), and 95/3B(pt), and marked in Magenta colour on the Plan annexed and marked as **Annexure “2”**[hereinafter referred to as “Plot B2”]; and
 - (iii) Plot C admeasuring 4.37 Acres equivalent to 17698.46 sq.mts. comprising of Survey Nos. 94/1D(pt), 95/1(pt), 95/2(pt) and 95/3A(pt) and marked in Yellow colour on the Plan annexed and marked as **Annexure “2”**[hereinafter referred to as “Plot C”];
 - (iv) Plot B2 6.61 Acres equivalent to 26,730 sq.mts. comprising of Survey Nos. 94/1D(pt), 95/1(pt), 95/3A(pt), and 95/3B(pt), is agreed to be conveyed by the Owners to any Government and/or Semi Government Authority on free hold basis.
 - (v) a. The Promoter has agreed that Plot A is to be developed only upon furnishing of security as provided in clause 4.2.6 of the New Lease. Clause 4.2.6 of the New Lease states that the Promoter has agreed to provide with a period of 5 (five) years from the date of execution of the New Lease, security in the form of a Leased Constructed Premises, and until such Leased Constructed Premises is provided as security by the Promoter the commercial complex constructed on Plot C shall be offered as security.
 - b. The term of the Lease is for 999 years commencing from 1st April, 2011.
 - c. The Promoter is entitled to create sub-lease, leave and licence, and/or monthly tenancy in the buildings to be constructed on Plot B, Plot C (excluding the area of 2,50,000 sq.ft.) and Plot A (after furnishing security as provided in clause 4.2.6 of the New Lease).
 - d. The Promoter is entitled to undertake MMRDA Rental Housing Scheme and/or any other scheme on the said Larger Land.
- C. There is a preemptive right to purchase the said Larger Land in favour of the Promoter. In light of the above, the Promoter is the lessee and is absolutely seized and possessed of and well and sufficiently entitled to and vested with the development rights of the said Larger Land more particularly set out in the **First Schedule** herein underwritten and more particularly delineated in red colour boundary line on the plan which is annexed hereto as **Annexure “2”**.
- D. By and under the New Lease, the Promoter is granted the rights to develop inter alia the said Larger Land by putting up several structures, altering the existing structures and carrying out residential or commercial development and/or any township schemes, Low Cost Housing schemes, MHADA schemes, MMRDA Rental Housing Scheme, Affordable Housing schemes, LIG-MIG

schemes, Second Homes, Bungalow schemes, Plotting etc. along with the right to use all future permissible FSI, TDR that may accrue and duly approved by the concerned planning authority in respect of the said Larger Land in the manner as more particularly set out therein. Further the Promoter is entitled and permitted to sell and transfer on ownership basis the premises so constructed along with the leasehold rights to land underneath to prospective buyer and is also entitled in its own right also entitled therein to create Sub-Lease or Sub-Lessees and/or Leave and Licence and/or Monthly Tenancies in respect to the premises, building or buildings to be constructed by the Promoter on the said Larger Land and is further permitted to sub-Lease any part or portion of inter-alia the said Larger Land with the structure constructed thereon to the prospective buyer/s of the Premises in the manner as more particularly set out therein.

- E. In view of the aforesaid, the Promoter is absolutely entitled to construct premises in the new building/buildings to be constructed on the said Larger Land and to sell and transfer on ownership basis such constructed premises with proportionate lease hold rights in land underneath and/or create Sub-Lease or Sub-Lessees and/or Leave and Licence and/or Monthly Tenancies in respect to the premises and buildings to be constructed by the Promoter and receive, accept and appropriate to the Promoter the consideration thereof and give full and effectual discharge for the payments received and to execute and register the necessary deeds, documents, receipts and writings in this regard in favour of the Allottee.
- F. The Promoter had submitted a proposal for the development of Rental Housing Scheme ("**Scheme**") on the said Larger Land. By and under the letter dated 23rd March, 2010, Mumbai Metropolitan Regional Development Authority (**MMRDA**) has granted Location Clearance in respect of the said Larger Land on the terms and conditions more particularly mentioned therein including that the Rental Housing Component shall be developed on minimum 25% i.e. 26,730 sq.mt of total plot area of the said Larger Land totally admeasuring 1,06,920 sq.mt and the same is to be conveyed in the name of MMRDA, free of cost. Further about 5346 rental housing units of minimum 160 sq.ft. carpet area shall be constructed by Promoter and handed over free of cost to MMRDA. MMRDA shall not receive land less than 25% of the total proposed land with 1 FSI of total proposed land as per GR.
- G. By and under letter dated 19th April, 2010 addressed by MMRDA to M/s. Sanvo Resorts Pvt. Ltd., MMRDA has also approved the location of rental housing component alongwith prescribed access of 18 mtrs. within the plot area proposed for rental housing scheme subject to the conditions as more particularly set out therein. By and under the Plan No. MASHA/L.N.A.1(B)/P.K.59/2010 sanctioned by the Collector of Raigad dated 07th October, 2011 the MMRDA rental housing is proposed on only a portion of the said Larger Land admeasuring an area of 26,730 square meters forming part of Survey Nos.94/1D (part), 95/1(part), 95/3A (part) and 95/3B(part) (hereinafter referred to as the "**MMRDA Portion**") and as more particularly set out in the **Second Schedule** herein underwritten and more particularly delineated in Magenta colour on the plan which is annexed hereto as **Annexure "2"** and the sale buildings are proposed on the balance portion of the said Larger Land.
- H. The Promoter will be required to handover the MMRDA Portion out of the said Larger Land to the MMRDA. The Owners shall whenever called upon by the

Promoter, convey on freehold basis to the MMRDA, the MMRDA Portion from and out of the said Larger Land. Further, under the Rental Housing Scheme the Promoter shall be liable to handover the required units free of cost to MMRDA.

- I. The Promoter presently intends to develop in phase-wise manner a portion of the said Larger Land forming part of Plot B1A (other than the MMRDA Portion) admeasuring 28182.30 square meters 6.96 Acres comprising of Survey Nos.95/1(pt), 95/2(pt), 95/3A(pt), 95/3B(pt), 95/4(pt), 98/6A1(pt), 98/6C(pt) and 98/6Dor thereabouts (hereinafter referred to as **"the said Land"**) and more particularly set out in the **Third Schedule** herein underwritten and the said Land is more particularly marked and delineated with Green colour on the plan annexed hereto as **Annexure "2"**. The aforesaid phase-wise development contemplated by the Promoter may take about 15 to 20 years to complete the entire development/construction on the said Larger Land.
- J. The Promoter also intends to subsequently develop the balance portion of the said Larger Land not forming part of the said Land as a common layout in a phase-wise manner.
- K. The Collector of Raigad has granted permissions dated 20/10/2012 bearing reference No.MASHA/L.N.A.1(B)/ P.K.173/2011 for the development of Sale Building on the said Land, in the following manner:

Building No.	Particulars					
S1	Building Name	Zodiac	Zenith	Altis	Avior	Acrux
	Wing	A	B	C	D	E
S2	Building Name	Atria	Atlas	Aura	-	-
	Wing	A	B	C	-	-
S3	Building Name	Triton	Antilia	Vega	Ion	-
	Wing	A	B	C	D	-

A copy of the said permission is annexed hereto as **Annexure "3"**. CIDCO has vide its Order No.CIDCO/NAINA/PANVEL/Kolkhe/BP-81/CC/2014 dated 07/05/2014 granted Commencement Certificate. CIDCO NAINA has thereafter issued revised Commencement Certificate vide its Order No. CIDCO/NAINA/PANVEL/Kolkhe/BP-81/Amended CC/2018/1095 dated 09/01/2018. A copy of Commencement Certificate dated 09/01/2018 is annexed hereto as **Annexure "4"**.

The Allottee is aware that, a single building may comprise of more than one Real Estate Project the details whereof are available on the RERA Website.

- L. The Promoter has obtained from CIDCO, the Part Occupation Certificate dated 26/03/2018 bearing reference no.CIDCO/NAINA/Panvel/Kolkhe/BP-81/Part OC/2018/1431 in respect of Wing 'A' and Wing 'B' of Building No.S1 namely Zenith and Zodiac for upto 23rd Floor respectively. A copy of Part Occupation Certificate dated 26/03/2018 is annexed hereto as **Annexure "4A"**. The Promoter has obtained from CIDCO, the Part Occupation Certificate dated 02/05/2019 bearing reference no.CIDCO/NAINA/Panvel/Kolkhe/BP-81/Part OC/2019/489/SAP/282 in respect of Wing 'C' and Wing 'D' of Building No.S1 namely Altis and Avior respectively upto 23rd Floor. A copy of Part Occupation Certificate dated 02/05/2019 is annexed hereto as **Annexure "4B"**.

- M. The rights retained by the Promoter under this Agreement in terms of exploitation of the present and future development rights with respect to the said Larger Land shall continue even after the execution of this Agreement or after the vesting of the said Land, Building or Wing or any part thereof in favour of the Society. The vesting of the said land, building or wing or any part thereof in favour of the Society/Apex body shall be in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**MAHA RERA Rules**”). It is specifically clarified that the rights over unsold units/Premises and unallotted car parks shall be exclusively with the developer/promoter even after any land/building/wing or any part thereof has been vested in favor of the society/apex body and the same shall be governed by provisions of RERA and MAHA RERA Rules.
- N. Copy of the Title Report of M/s Wadia Ghandy & Co., Advocates & Solicitors dated 24th July, 2012, the Advocates and Solicitor certifying the right/entitlement of the Promoter and the Addendum to Title Report dated 13th July, 2017 issued by Adv. Prasanna Tare is annexed hereto and marked as **Annexures “6” and “6A” [“Title Report”]**.
- O. By and under Agreement dated 7th July, 2011 executed between GAIL (India) Limited, (a government of India undertaking who is owning, operating and maintaining Panvel-Uran Gas pipelines and hydrocarbon pipelines), therein referred to as the Licensor of the One Part and the Company (who is to develop an integrated township surrounding the above pipelines) therein referred to as the Licensee of the Other Part, it is agreed by the Company not to erect any permanent structure such as building, wall, cables, plantation (other than grass, shrubs, hedges), pond, water tank, on the Right of User as marked in the plan attached therein and the minimum distance of any dwelling building will be maintained from the pipeline and in the manner as more particularly set out therein. The Promoter will comply with the terms of this Agreement.
- P. The Allottee enters into this Agreement after seeking legal advice on the various clauses and the rights retained by the Promoter under this Agreement.
- Q. Details of mortgage or lien or charge on the Larger Land is mentioned below:
- i. By and under the Deed of Mortgage dated 25th March, 2013 registered with the Sub-Registrar of Assurance at Panvel-2 under Serial No. PVL2/2010/2013, the Promoter has created exclusive charge of Marathon Nexzone project in part of the Larger Land i.e. approx. 6.68 acres and other present and future assets of part of the Whole Project and receivables as more particularly set out in the above Mortgage Deed with Capital First Limited and having its Registered Office at 15th Floor, Tower II, Indiabulls Finance Center, Senapati Bapat Marg, Mumbai - 400 013 and its Office at Ground Floor, A-84, Pushpanjali Enclave, Pitampura, Delhi – 110 034 (“the said Lender”) and created security thereon to secure repayment of monies due and payable by the Promoter to the said “Lender” together with interest and any costs incurred in connection thereon on the terms and conditions as more particularly set out therein.
 - ii. Vide Deed of Reconveyance dated 04th September, 2015 registered with the office of the Sub-Registrar of Assurances at Panvel-3 under Serial No. PVL3-5086-2015, the mortgaged property mortgaged vide Deed of

Mortgage dated 25th March, 2013 has been re-conveyed by the Lender/Mortgagee in favour of the Mortgager i.e. the Promoter.

- iii. By and under the Deed of Mortgage dated 27th June, 2013 registered with the Sub-Registrar of Assurance at Panvel-3 under Serial No. PVL3/5129/2013, the Promoter has created exclusive charge of Marathon Nexzone project in part of the Larger Land i.e. approx. 6.68 acres and other present and future assets of part of the Whole Project and receivables as more particularly set out in the above Mortgage Deed with Capital First Limited and having its Registered Office at 15th Floor, Tower II, Indiabulls Finance Center, Senapati Bapat Marg, Mumbai - 400 013 and its Office at Ground Floor, A-84, Pushpanjali Enclave, Pitampura, Delhi – 110 034 (“the said Lender”) and created security thereon to secure repayment of monies due and payable by the Promoter to the said “Lender” together with interest and any costs incurred in connection thereon the terms and conditions as more particularly set out therein.
- iv. Vide Deed of Reconveyance dated 04th September, 2015 registered with the office of the Sub-Registrar of Assurances at Panvel-3 under Serial No. PVL3-5088-2015, the mortgaged property mortgaged vide Deed of Mortgage dated 27th June, 2013 has been re-conveyed by the Lender/Mortgagee in favour of the Mortgager i.e. the Promoter.
- v. By and under the Deed of Mortgage dated 25th March, 2014 registered with the Sub-Registrar of Assurance at Panvel-2 under Serial No. PVL2/2265/2014, the Promoter has created exclusive charge of Marathon Nexzone project in part of the Larger Land i.e. approx. 6.68 Acres and other present and future assets of part of the Whole Project and receivables as more particularly set out in the above Mortgage Deed with Capital First Limited and having its Registered Office at 15th Floor, Tower II, Indiabulls Finance Center, Senapati Bapat Marg, Mumbai - 400 013 and its Office at Ground Floor, A-84, Pushpanjali Enclave, Pitampura, Delhi – 110 034 (“the said Lender”) and created security thereon to secure repayment of monies due and payable by the Promoter to the said “Lender” together with interest and any costs incurred in connection thereon the terms and conditions as more particularly set out therein.
- vi. Vide Deed of Reconveyance dated 04th September, 2015 registered with the office of the Sub-Registrar of Assurances at Panvel-3 under Serial No. PVL3-5087-2015, the mortgaged property mortgaged vide Deed of Mortgage dated 25th March, 2014 has been re-conveyed by the Lender/Mortgagee in favour of the Mortgager i.e. the Promoter.
- vii. By and under the Deed of Mortgage dated 27th June, 2014 registered with the Sub-Registrar of Assurance at Panvel-2 under Serial No. PVL2/4722/2014, the Promoter has created exclusive charge of Marathon Nexzone project in part of the Larger Land i.e. approx. 6.68 acres and other present and future assets of part of the Whole Project and receivables as more particularly set out in the above Mortgage Deed with Capital First Limited and having its Registered Office at 15th Floor, Tower II, Indiabulls Finance Center, Senapati Bapat Marg, Mumbai - 400 013 and its Office at Ground Floor, A-84, Pushpanjali Enclave, Pitampura, Delhi – 110 034 (“the said Lender”) and created security thereon to secure repayment of monies due and payable by the Promoter to the said “Lender” together with interest and any costs incurred in connection thereon the terms and conditions as

more particularly set out therein.

- viii. Vide Deed of Reconveyance dated 04th September, 2015 registered with the office of the Sub-Registrar of Assurances at Panvel-3 under Serial No.PVL3-5089-2015, the mortgaged property mortgaged vide Deed of Mortgage dated 27th June, 2014 has been re-conveyed by the Lender/Mortgagee in favour of the Mortgager i.e. the Promoter.
- ix. By and under the Deed of Mortgage dated 05th August, 2015 registered with Sub-Registrar of Assurance at Panvel-3 under Serial No.PVL3/4516/2015, the Promoter has created exclusive charge of Marathon Nexzone Project in part of the Larger Land i.e. approx. 6.68 acres alongwith structures and other present and future assets of the part of the Whole Project and receivables as more particularly set out in the above Mortgage Deed with Capital First Limited and having its Registered Office at 15th Floor, Tower II, Indiabulls Finance Center, Senapati Bapat Marg, Mumbai - 400 013 and its Office at Ground Floor, A-84, Pushpanjali Enclave, Pitampura, Delhi – 110 034 (“the said Lender”) and created security thereon to secure repayment of monies due and payable by the Promoter to the said “Lender” together with interest and any costs incurred in connection thereon on the terms and conditions as more particularly set out therein.
- x. Vide Deed of Reconveyance dated 27th February, 2017 registered with the office of the Sub-Registrar of Assurances at Panvel-3 under Serial No.PVL3-904-2017, the mortgaged property mortgaged vide Deed of Mortgage dated 05th August, 2015 has been re-conveyed by the Lender/Mortgagee in favour of the Mortgager i.e. the Promoter.
- xi. By and under the Deed of Mortgage dated 27th February, 2017 registered with Sub-Registrar of Assurance at Panvel-3 under Serial No.PVL3/906/2017 (“the said Mortgage Deed”), the Promoter has created exclusive charge of part of the Larger Land i.e. approx. 6.68 acres alongwith the buildings namely Zodiac, Zenith, Altis, Avior, Acrux, Atlas and Aura (unsold units) in Marathon Nexzone Project and receivables as more particularly set out in the said Mortgage Deed with IndusInd Bank Limited and having its Registered Office at 240, Gen. Thimmayya Road, (Cantonment), Pune-411 001 and its Branch Office at Marathon Max, Mulund Goregaon Link Road, Mulund (West), Mumbai- 400 080 (“the said Lender”) and created security thereon on the terms and conditions as more particularly set out therein. The said loan has been fully repaid by the Promoter.
- xii. Vide Deed of Reconveyance dated 24th January, 2018 registered with the office of the Sub-Registrar of Assurances at Panvel-3 under Serial No.PVL3-750-2018 on 24th January, 2018, the mortgaged property mortgaged vide Deed of Mortgage dated 27th February, 2017 as mentioned hereinabove has been re-conveyed by the Lender in favour of the Mortgager i.e. the Promoter.
- xiii. By and under the Indenture of Mortgage dated 29th December, 2017 registered with Sub-Registrar of Assurance at Panvel-3 under Serial No.PVL3/8573/2017 (“the said Mortgage Deed”), the Promoter has created exclusive charge of Marathon Nexzone Project in respect of part of the Larger Land i.e. approx. 6.68 acres and receivables as more particularly set out in the said Mortgage Deed with Pirmal Trusteeship Services Private Limited and having its Registered Office at 4th Floor, Piramal Tower Annexe,

Ganpatrao Kadam Marg, Lower Parel, Mumbai- 400 013 (“the said Mortgagee” or “Security Trustee”) and created security thereon on the terms and conditions as more particularly set out therein.

- R. The Promoter is entitled to construct buildings on the Larger Land in accordance with the Recitals hereinabove.
- S. The Promoter is undertaking the development of the Larger Land in a phase-wise manner.
- T. The development of a building known as ‘**Marathon Nexzone _____**’ (“**said Building**”) is comprising of _____ Basement/s, _____ Stilt/s, _____ Podium/s, upto _____ Floor (sanctioned) and proposed upto 38th Floor. The development of part of the tower/wing of a building known as ‘**Marathon Nexzone _____**’ comprising of _____ is a phase of the Whole Project (as defined below) and proposed as a “Real Estate Project” by the Promoter and has been registered as a ‘Real Estate Project’ to be known as ‘**Marathon Nexzone _____**’ (“**the Real Estate Project**”) with the Real Estate Regulatory Authority (“**Authority**”), under the provisions “**RERA**” read with the provisions of “**MAHA RERA Rules**”. The Authority has duly issued the Certificate of Registration No. _____ dated _____ for the Project and a copy of the RERA Certificate is annexed and marked as **Annexure “9”** hereto.
- U. Pursuant to the sanctioned plans as amended from time to time, the Promoter has commenced construction on the said Land of the Buildings/wings, in the layout of the said Land in phase wise manner as may be sanctioned by the concerned authorities from time to time in accordance with the building rules and regulations and such other laws, rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and conditions as may be imposed by the Collector of Raigad, NAINA – CIDCO or any other Competent Authority. The Sanctioned Layout Plan is annexed hereto as **Annexure “2”**.
- V. The Promoter has also informed the Allottee and the Allottee is aware that the Promoter is proposing to construct more upper floors of the various building/s, resulting in an overall height of 38 habitable floors of the building/s.
- W. The Allottee is informed and is aware that the said Land forms part of the said Larger Land, the common areas and amenities may be enjoyed by the Allottee of other buildings/real estate projects registered or proposed to be registered in future constructed/to be constructed on the said Larger Land and also buildings to be constructed from time to time by the Promoter on the said Land.
- X. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the MAHA RERA Rules and has understood the documents and information in all respects.
- Y. The principal and material aspects of the development of the Real Estate Project is as disclosed in the **Fifth Schedule** hereunder written [“**Whole Project and Real Estate Project Details**”]. Other details about the Real Estate Project are briefly stated below-
 - (i) The development of the building known as “**Marathon Nexzone**

_____” is proposed to be divided into two or more Real Estate Projects. The development of part of the tower/wing of a building known as “**Marathon Nexzone** _____” comprising of _____ is a phase of the Whole Project (as defined below) and proposed as a “Real Estate Project” by the Promoter and has been registered as a ‘Real Estate Project’ to be known as “**Marathon Nexzone** _____” (“**the Real Estate Project**”) with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of RERA and read with the provisions of the MAHA RERA Rules.

- (ii) The development of part of the tower/wing of a building known as “**Marathon Nexzone** _____” comprising of _____ is another phase of the Whole Project (as defined below) and proposed as another Real Estate Project by the Promoter and has been registered as a ‘Real Estate Project’ to be known as “**Marathon Nexzone** _____” with the Real Estate Regulatory Authority (“**Authority**”).
- (iii) The Promoter has informed to the Allottee(s) that 38 number of floors is proposed to be constructed on the said Building, subject to Promoter getting requisite FSI and Approval to construct the total number of floors proposed. The Allottee(s) is aware that if the Promoter does not obtain the required FSI or approval, then the number of floors proposed to be constructed on the said Building will be lower than the proposed floors. The Allottee(s) has agreed to purchase the said Premises considering the number of floors the said Building being anywhere between _____ Floor to 38th Floor and thus the last habitable floor of the said Building can be anywhere above _____ floor. The Allottee(s) has made informed decision to purchase the said Premises considering the said Building having minimum floor or maximum floor.
- (iv) The Real Estate Project shall comprise of premises consisting of apartments, flat/s, duplexes, penthouses, shops.
- (v) The details of the Sanctioned and Proposed FSI for the Real Estate Project are specified in the **Fifth Schedule**. The additional FSI, over and above the sanctioned FSI, could be utilized by the Promoter on account of the increase in the Floor Space Index in the locality or Floor Space Index available by paying premium or price to authorities or additional Floor Space Index becoming available on account of acquisition of Transferable Development Rights, or TDR that may be available due to development of amenity space, amalgamation of land parcels, change in the DC Regulations or revised/New DC Regulations or other provisions under which additional FSI shall be made available to the development.
- (vi) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee are listed in the **Seventh Schedule** hereunder written [“**Real Estate Project Amenities**”].
- (vii) The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee and are listed in the **Sixth Schedule** hereunder written [“**Whole Project Amenities**”]. The common areas and amenities for the Whole Project shall be completed at the time when the Real Estate Project namely ‘Marathon Nexzone Antilia-2’ is

completed.

- (viii) The Allottee is aware and informed that the Promoter is proposing to develop the said Larger Land in a phase-wise manner and the Allottee is also aware and informed that the Promoter may propose some amendments in the said sanctioned plans, layout plans and the building plans in respect of the said Land and/or the Larger Land. The Allottee has perused and/or been provided with copies of sanctioned plans for the development of the said Land and the Larger Land. The Promoter, at his option, may decide to subsequently or simultaneously develop the other parcels of lands forming part of the larger layout or the Whole Project and/or to amalgamate/further sub-divide inter-alia the said Land with the other portion of the said Larger Land which may result in the amendments and/or revisions and/or modification of the sanctioned plans and the Building Plans and/or the re-location of the recreations and amenities without affecting the location, area or dimension of the said Premises. However, the aggregate recreational space admeasuring for the Whole Project shall remain unchanged.
- (ix) The Promoter proposes to develop the said Larger Land in phases and may amalgamate and/or sub-divide various layouts with the layout as furnished for the development of the said Larger Land. The Allottee has examined the layout and the extent of land held by the Promoter as per the New Lease and has confirmed that any amendment to the layout of the said Land or the said Larger Land or any part thereof at any time in future, whether by way of amalgamation or sub division and/or in any manner whatsoever, shall be permissible and the nature of the scheme and the development to be undertaken by the Promoter would be required and shall not be objected to by the Allottee individually or jointly with others.
- (x) The Promoter shall be entitled to put hoarding/boards of their Brand Name Marathon Nexzone, Marathon Realty, Marathon Group or any other third party brand associated with the Promoter or the Whole Project in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select and decide hoarding/board sites.
- (xi) It is expressly agreed that the Promoter shall be entitled to put a hoarding or give on lease site for pager station, cell base station and telecom towers solar panels on said Land/Larger land or on the Buildings or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose Promoter is fully authorized to allow temporary or permanent erection or installation either on the exterior of the Building as the case may be and the Allottee agrees not to object or dispute the same. The Promoter shall be entitled to install its logo in one or more places in or upon the Building and the Promoter reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.
- (xii) The details of formation of the Society, and, conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in Clause Nos.14 and 15 below.

- (xiii) The above details along with the annexures to the RERA Certificate, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.
- Z. The principal and material aspects of the development of the Larger Land (**"Whole Project"**) as disclosed by the Promoter are briefly stated below-
- (i) The Whole Project is known as '**Marathon Nexzone**'. The area of the Larger Land to be developed in a phase-wise manner as more particularly specified in the **Fifth Schedule** [**"Whole Project and Real Estate Project Details"**].
 - (ii) Besides the Phase(s) which are registered under RERA as declared above the Promoter shall from time to time be registering balance development potential on the Larger Land as per the Proposed Plan annexed hereto as **Annexures "10", "10A" and "10B"** as multiple phases, under RERA with the RERA Authority.
 - (iii) It is agreed by the Allottee that no consent of Allottee(s) shall be required for constructing Building(s), Upper Floors on the Building(s) and/or Wing(s) which can utilize the full FSI proposed to be utilized on the said Larger Land as the same is fully disclosed in this Agreement.
 - (iv) Total FSI sanctioned and proposed for the Whole Project is as more particularly specified in the **Fifth Schedule** [**"Whole Project and Real Estate Project Details"**].
 - (v) The Promoter proposes to undertake the development of the Real Estate Project/Whole Project as per the Proposed Layout Plans. The Allottee has perused a copy of the Proposed Layout Plans (**"Proposed Layout"**) which specifies the location of the existing as well as new/future/further buildings/towers/wings to be built on the Larger Land, and also, the tentative locations where public amenity/reservations and other open and built-upon spaces are proposed to be situate. The copy of the Proposed Layout Plans are annexed and marked as **Annexures "10", "10A" and "10B"** hereto.
 - (vi) The scheme and scale of development proposed to be carried out by the Promoter on the Larger Land in accordance with applicable law as amended from time to time is as mentioned in this Agreement.
 - (vii) The Promoter shall be entitled to put hoarding/boards of their Brand Name Marathon Nexzone, Marathon Realty, Marathon Group or any other third party brand associated with the Promoter or the Whole Project in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Larger Land or part thereof and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
 - (viii) It is expressly agreed that the Promoter shall be entitled to put a hoarding or give on lease site for pager station, cell base station and telecom towers solar panels on said Land/Larger land or on the Buildings or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose Promoter is fully authorized to allow temporary or permanent erection or installation either on the exterior of the Building as the case may be and the Allottee agrees not to object or dispute the same. The Promoter shall be entitled to install its logo in one or more places in or

upon the Building and the Promoter reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.

- (ix) The Promoter shall be entitled to confer title of particular building/tower/ wing or part of a wing or defined number of floors in a building/tower/Real Estate Project to such Society/Other Societies, as mentioned at Clause Nos.14 and 15 below.
 - (x) The details of formation of the Apex Body, and, conferment of title upon the Apex Body with respect to the Larger Land and all common areas, facilities and amenities, basements, podiums and other spaces and areas on the Larger Land are as mentioned in Clause Nos.16 and 17 below.
 - (xi) The statutory approvals mandatorily require the Promoter to handover certain stipulated percentage of the Larger Land to the concerned authorities or develop the same as public amenity. The Promoter shall determine and identify the portion and location of the part of the Larger Land to be handed over for complying with the terms and conditions of statutory approvals. Such portion of the land is shown on the Proposed Plan annexed as **Annexure “10”** hereto. The portion of the Larger Land left over after handing over the stipulated percentage if any, to the Concerned Authority or Statutory Authority and/or developing as a public amenity, only would be available either for transferring to the Apex Body.
 - (xii) The nature of development of the said Larger Land will be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time.
 - (xiii) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the MAHA RERA Rules.
 - (xiv) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Larger Land (defined below), in full or in part, as may be required by the applicable law from time to time.
- AA. The Allottee/s is/are desirous of purchasing a residential premises/flat in the Real Estate Project, the details whereof are more particularly specified in the **Fourth Schedule** hereunder written and the other details whereof are specified in **Annexure “8”** hereto [**“Premises and Transaction Details”**] (hereinafter referred to as the **“said Premises”**).
- BB. The Promoter has entered into Standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The details of Architects are more particularly mentioned in **Fifth Schedule** [**“Whole Project and Real Estate Project Details”**].
- CC. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the Structural Engineer (or any suitable replacements/substitutes thereof) till the completion of the Real Estate Project.
- DD. The Promoter has the right to sell the said Premises in the Real Estate Project

to be constructed by the Promoter, and, to enter into this Agreement with the Allottee of the said Premises to receive the sale consideration in respect thereof.

- EE. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Larger Land, and the plans, designs and specifications prepared by the Promoter's Architects, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following:-
- (i) Sanctioned plans, layout plans, building plans, floor plans, change of user permissions, IOD, C.C., Parking Plans, Traffic NOC, MOEF EC, CFO NOC etc. (whichever is applicable).
 - (ii) Title documents by which the Promoter has acquired the right and entitlement to develop the Larger Land.
 - (iii) The authenticated copies of the 7/12 Extract (Village Form VII-XII) with respect to the Larger Land, which are annexed and marked as **Annexure “5”** hereto.
 - (iv) The authenticated copy of the Sanctioned Floor Plan of the said Premises, is annexed and marked as **Annexure “7”** hereto.
- FF. Further, the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained/being obtained by the Promoter.
- GG. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, and amended proposed plans and approvals and permissions, as referred hereinabove.
- HH. The carpet area of the said Premises as defined under the provisions of RERA, is as more particularly specified in **Fourth Schedule** written hereunder and **Annexure “8”** [**“Premises and Transaction Details”**]. The carpet area in respect of the said Premises as mentioned in the **Annexure “8”** does not include some service areas such as Flower Beds, Decks, Utility Area, Dry Balcony among others and the allottee hereby agrees and undertakes not to misuse such areas. The Allottee hereby indemnifies and shall keep indemnified the promoter against any penalty, costs, charges under any name whatsoever, that may be imposed upon the Promoter from any Public/ Private Authority due to misuse of any of the above mentioned areas. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter. For the sake of clarity the Carpet Area as per RERA and the Carpet Area as per the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA) are as defined below:-
- i. The Carpet Area (as per RERA) means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
Explanation.— For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive

open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee;

- ii. The Carpet Area (as per MOFA) means the net usable floor area within a building excluding that covered by the walls or any other areas specifically exempted from floor space index computation under Development Control Regulation.
- II. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Premises, at or for the consideration as more particularly specified in the **Annexure "8" ["Premises and Transaction Details"]** annexed hereto and upon the terms and conditions mentioned in this Agreement ("**Sale Consideration**"). Prior to the execution of these presents, the Allottee has paid to the Promoter part payment of the Sale Consideration of the said Premises agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the same has been more particularly specified in **Annexure "8"**.
- JJ. The Sale Consideration amount mentioned herein was agreed between the Allottee and the Promoter on receipt of the initial payment. The agreed consideration may be higher than the market value for stamp duty payable on the date of the payment decided between the Parties. The stamp duty paid on this instrument may be different than the consideration for reason of it being executed at a later date than the initial agreement/payment as above.
- KK. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- LL. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the said Premises.

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

- 1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
- 2. **Construction and Modifications:**
 - (i) The Promoter shall construct the Real Estate Project in accordance with the plans, designs and specifications as referred hereinabove, and as may be approved by the Concerned Authority or any other appropriate approving authority from time to time. The details of the Real Estate Project are specified in **Fifth Schedule** hereunder written [**"Whole Project and Real Estate Project Details"**]. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the **Seventh Schedule** hereunder written.

PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Allottee in respect of any variations or modifications

which may adversely affect the said Premises of the Allottee, except, any alteration or addition required by any Government authorities, or, due to change in law/DC Rules and Regulations and New DC Rules and Regulations, or, any change as contemplated by any of the disclosures already made to the Allottee.

- (ii) Proposed Layout Plan/s are annexed hereto and marked as **Annexures “10”, “10A” and “10B” (“Proposed Layout Plan”)**. The Allottee consents and acknowledges that the Promoter will be entitled to develop the said Larger Land as per the Proposed Layout Plan and make necessary applications to all concerned authorities and obtain all necessary approvals and permission and undertake all necessary acts, deeds, matters and things required for the purpose. The Promoter will accordingly be entitled to submit applications and obtain approvals for all building plans and other plans as per the Proposed Layout Plan.
- (iii) The Proposed Layout Plan and proposed building plans are tentative and the Promoter will be entitled to make changes thereto from time to time as required by the Concerned Authorities/Law.

3. **Purchase of the said Premises and Sale Consideration:**

- (i) The Allottee hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee, said premises in the said Real Estate Project for the Sale Consideration as more particularly specified in the **Annexure “8” [“Premises and Transaction Details”]**. The entire details in respect of the said Premises including the carpet area in square meters as per the provisions of RERA, floor of Tower/Wing/Building, consideration value of the said Premises is as more particularly described in the **Annexure “8” [“Premises and Transaction Details”]**. The carpet area in respect of the said Premises as mentioned in the **Annexure “8”** does not include some service areas such as Flower Beds, Decks, Utility Area, Dry Balcony among others and the Allottee hereby agrees and undertakes not to enclose or misuse such areas. The Allottee hereby indemnifies and shall keep indemnified the Promoter against any penalty, costs, charges under any name whatsoever, that may be imposed on the promoter by any Public/ Private Authority due to misuse of any of the above mentioned areas. The said Premises is shown in the Sanctioned Floor Plan annexed and marked as **Annexure “7”** hereto.
- (ii) The Allottee has requested the Promoter to allot ____ number of car parking slot/s to the Allottee. On the request of the Allottee, the Promoter hereby agrees to allot to the Allottee ____ mechanical stackable covered parking slot/s (**“Car Parking Slot/s”**). The details about the nature of car parking slot/s number/s, location of the car park/s, car parking number/s shall be separately communicated to the Allottee at the time of handover of possession of the said Premises.
- (iii) The Allottee is further aware that, the Promoters have not allotted the car parking slot/s to those Allottee/s who have not requested for the allotment of Car Parking Slot/s and hence those Allottees are not entitled to use Car Parking Slot/s.
- (iv) The entire development will take place in a phasewise manner and

the basements of all buildings are linked together. On handover of the said premises to the Allottee it is possible that the Allottee may not get car parking which is allotted to him/her under this Agreement. In such case, the Allottee agrees that, at the time of handover of possession of the said Premises temporary car parking may be allotted to the Allottee and permanent car parking will be allotted subsequently. At the time of allotment/handover of the permanent car parking the Allottee undertakes to simultaneously handover the temporary car parking to the Promoter without any delay or demur.

- (v) The usage of Car Parking if allotted by the Promoter in favour of the Allottee shall be governed as follows:
 - a) The allotment of the car parking slot/s shall be at the sole discretion of the Promoter and the Allottee shall not dispute and/or object the same for any reason whatsoever.
 - b) The Allottee is aware that the Promoter is constructing/has constructed multiple Basement/s and Podium/s or independent structure for the purpose of providing Car Parking Slot/s, including within Parking System (if provided). The said multiple Basement(s)/Podium(s) are spread across the said Land and shall be common and continuous for the said Land and hence there is a possibility that the Allottee may not get the car parking below his building/real estate project.
 - c) The Allottee shall not raise any objection or refuse to take possession of the said Premises alongwith temporary car parking slot/s for the reason of non-availability of permanent Car Parking Slot/s at the time of handover of possession of the said Premises.
 - d) The maintenance charges and local taxes allocated to such temporary Car Parking Slot/s or Permanent Car Parking Slot/s shall be paid by the Allottee(s).
 - e) The said Car Parking Slot/s shall be utilized for parking the Allottee's or Allottee's family's own light motor vehicle only and shall not be used for parking of any other vehicle or for any other purpose whatsoever.
 - f) The Allottee acknowledges that Promoter shall provide car parking slot/s for normal Light Motor Vehicle size and not for large/extra large size car or SUV. Thus, the Promoter shall not be responsible or liable to the Allottee, in case the Allottee(s)' car cannot use/fit the said allotted car parking slot/s. The size of the car parking slot/s will be 2.3mt wide and 4.5mts deep.
 - g) The car parking slot/s are attached with and connected to the said Premises. The Allottee(s) agrees and confirms that the allotted car parking slot/s shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the premises under any of the provisions of this Agreement.
 - h) The Allottee(s) undertakes not to sell / transfer / lease / sub-lease / provide on license basis or deal with the said allotted parking slot/s without the prior written consent of the Promoter.
 - i) Unauthorized usage of car parking slot/s shall be leviable with

penalty as may be determined by the Promoter. After completion of the Project, Apex body shall be entitled to charge such amount as may be decided by the Apex Body from time to time for any unauthorized usage thereof.

- j) The Allottee further expressly agrees that, he/ she/ they shall pay Rs.400/- (Rupees Four Hundred Only) per month on a quarterly basis towards the maintenance charges of the Car Parking Slot/s. The said maintenance charges are provisional in nature and are subject to increase from time to time as decided by the Promoter/Apex Body.
 - k) The Allottee is aware that the Promoter shall in their sole discretion have exclusive rights to provide the additional Car Parking Slot/s, if available in the project/layout/or a particular phase of the project, for use as per the request of the Allottee located at (ground, stilt, basement and podium etc.) to the Allottee.
 - l) The Allottee/s do hereby expressly and irrevocably agrees and confirms that he has accepted car parking by way of mechanical car parking system and/or stack parking. The Allottee/s do hereby expressly and irrevocably agrees and confirms that he/she/they will not hold the Promoter liable for failure of mechanical parking system/Stack Parking at any time.
 - m) The Allottee/s do hereby irrevocably agree and confirm with the Promoter that he/she/they is/are fully aware that the Promoter will provide Parking Facility for the benefit of the Allottee(s) and such Car Parking Slot/s will be allotted by the Promoter to the Allottee/s at such location as may be available with the Promoter and which may be in/below any Building or Buildings or in any Car Parking Slot/s in the said Land and the Allottee/s do hereby agree and confirm that he/she/they will have No Objection in any manner whatsoever.
- (vi) The Allottee has paid before execution of this Agreement an amount more particularly specified in the **Annexure “8”** is annexed hereto as advance payment and hereby agrees to pay to the Promoter the balance amount of Sale Consideration as per the payment schedule is more particularly specified in the **Annexure “8”**. The Receipt of the amounts paid by the Allottee to the Promoter has been annexed hereto as **Annexure “1”**.
- (vii) In accordance with the progress of construction of the Building/Real Estate Project by the Promoter and the issuance by the Promoter to the Allottee of notice intimating the Allottee about the stage-wise completion of the said Building/Real Estate Project as detailed in the payment schedule (the payment at each stage is individually referred to as **“the installment”** and collectively referred to as **“the installments”**). The payment of the Installments shall be made by the Allottee within 15 (fifteen) days of the Promoter making a demand for the payment of the respective Installment, time being of the essence.
- (viii) U/s.194 IA of Income Tax Act, 1961, the Allottee is required to deduct 1% TDS on payment when the consideration of the said Premises exceed to Rs.50 Lacs and issue the Promoter form 16B

about such deduction. For bookings/reservations of flat/premises made on or after 1st June, 2018, the Allottee shall pay the TDS against the installment of Sale Consideration to the Promoter and the Promoter shall deposit the TDS in the concerned government account on behalf of the Allottee.

- (ix) It is clarified that Sale Consideration shall be payable by the Allottee for deposit in the Bank Account for the Real Estate Project, the details of the Bank Account are more particularly specified in the **Annexure “8” [“Premises and Transaction Details”]** is annexed hereto and the same shall be used by the Promoter as per the provisions of RERA and MAHA RERA Rules.
- (x) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, Property Tax, CGST and SGST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including Service Tax, VAT, CGST and SGST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof. Further details about the total taxes to be paid by the Allottee for his/her/their Premises is as specified in the **Annexure “8” [“Premises and Transaction Details”]** annexed hereto.
- (xi) The Sale Consideration 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. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation/demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- (xii) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Real Estate Project is complete and the Occupation Certificate is granted by the concerned authority or any other appropriate approving authority from time to time, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total Sale Consideration payable on the basis of the carpet area of the said Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the defined limit of 3% (three percent), then, the Promoter shall refund the excess

money paid by the Allottee within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee beyond 3% (three percent), the Promoter shall demand additional amount from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause 3(xii), shall be made at the same rate per square meter as agreed in clause 3(i) of this Agreement.

- (xiii) 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, including TDS, 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. The rights of the Promoter under this clause are without prejudice to the rights and remedies of the Promoter under this Agreement and at law in case of the breach by the Allottee of any term of this Agreement.
- 4. The Promoter shall endeavor to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned authority or Collector Raigad, CIDCO NAINA any other appropriate approving authority, at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee, obtain from the concerned authority or any other appropriate approving authority the Occupation Certificate or Completion Certificate in respect of the said Premises.
- 5. Time is of the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the said Premises and handing over the said Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the **Seventh Schedule** hereunder written.
Similarly, the Allottee shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.
- 6. **FSI, TDR and development potentiality with respect to the said Real Estate Project on the said Land:**
The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner as more particularly detailed and depicted in the Proposed Layout Plans at **Annexures “10”, “10A” and “10B” [“Proposed Layout Plan”]** annexed hereto and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.
- 7. **FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the Larger Land/Whole Project:**
The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Whole Project of the Larger Land (by utilization of the full development potential) and develop the same in phase-wise manner

and undertake multiple Real Estate Projects therein in the manner more particularly specified hereinbefore and as depicted in the Proposed Layout Plans are annexed hereto as **Annexures “10”, “10A” and “10B” [“Proposed Plan”]** constituting the Proposed Layout Plan and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

8. Possession Date, Delays and Termination:

(i) The Promoter shall give possession of the said Premises to the Allottee on or before the possession date mentioned for the “Real Estate Project” as more particularly specified in the **Fifth Schedule** hereunder written [**“Whole Project and Real Estate Project Details”**] (**“Possession Date”**), provided that all the amounts payable under this Agreement are fully paid by the Allottee. And further provided however, that the Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-

- (a) Any act of God, any force majeure events;
- (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (c) Any stay order/injunction order issued by any Court of Law, competent authority, concerned authority, statutory authority;
- (d) Any other circumstances that may be deemed reasonable by the Authority;
- (e) Delay in providing basic amenities like water, electricity, drainage system etc by the local body;
- (f) Delay in granting approvals, NOC, Occupation Certificate;
- (g) Any other reason beyond the reasonable control of the Promoter.

In such event the date of handover of possession of the said Premises shall be extended to the extent of loss of time.

(ii) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee on the Possession Date (save and except for the reasons as stated in the Clause No.8(i) mentioned above), then the Allottee shall be entitled to either of the following:-

- (a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter (**“Interest Notice”**), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Possession Date (**“the Interest Rate”**), on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee. **OR**
- (b) the Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter

(**"Allottee Termination Notice"**). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (**"Interest Rate"**) to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper.

- (iii) In case if the Allottee elects his remedy under sub-clause (ii)(a) above then in such a case the Allottee shall not subsequently be entitled to the remedy under sub-clause (ii)(b) above.

(iv) **ALLOTTEE(S) EVENTS OF DEFAULT:**

It is specifically agreed, undertaken and covenanted by the Allottee(s) that all defaults, breaches and/or non compliance of any of the terms and conditions of this Agreement including but not limited to the defaults specified below shall be deemed to be events of default liable for consequences stipulated in this Agreement:-

- a) Failure or incapacity on the part of Allottee(s) to make payments within the time as stipulated in this Agreement for any reasons whatsoever or failure to pay the Sale Consideration, Taxes on sale, Taxes levied by Local Authority or Planning Authority TDS contribution, maintenance charges, outgoings appropriate stamp duty, legal charges, registration charges any incidental charges, as demanded by the Promoter, any other charges, deposits or any amount payable under this Agreement as may be notified by the Promoter to the Allottee(s) under the terms of this Agreement;
- b) Failure or incapacity on the part of the Allottee(s) to perform and observe any or all of the Allottee(s) obligations as set forth in this Agreement or if the Allottee(s) fails to execute any deed/document/undertaking/indemnities/Affidavits/letters etc., or to perform any other obligation, if any set forth in any other agreement with the Promoter in relation to the said Premises;
- c) Failure or incapacity on the part of the Allottee(s) to pay on or before its due date the taxes and Maintenance Charges, deposits or any other charges, security, as demanded by the Promoter, its nominee, Apex Body;
- d) Causing obstructions/hindrances to the construction or implementation of Real Estate Project/Whole Project or sales of Premises, either by physical means or by mass communications, including emails, mass emails, social networking sites etc.
- e) Causing or making any defamatory statements against the

promoter which is lowering the esteem of the Promoter in eyes of other Allottee(s) or public at large.

- f) Dishonor of cheque and subsequently not remedying such dishonor of cheque(s) given by the Allottee(s) for any reasons whatsoever.
- (v) If the Allottee fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Promoter interest at the Interest Rate as defined above, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate and till actual realization of all the outstanding amounts.
- (vi) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Sub-Clause (ii)(b) above, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing breach of any of the terms and conditions by this Agreement and/or default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee committing three defaults of payment of installment/s of the Sale Consideration, and/or (c) on occurrence of any event of default as mentioned in Sub-clause (iv) above, the Promoter shall be entitled to at its own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee ("**Default Notice**"), by Courier/E-mail/Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s 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 the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("**Promoter Termination Notice**"), by Courier/E-mail/ Registered Post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit the Allottee's own contribution or 5% of the Sale Consideration whichever is lower (which shall not include any amount disbursed by Bank/Financial Institution on behalf of the Allottee/s to the Promoter) ("**Forfeiture Amount**") as and by way of agreed genuine pre-estimate of liquidated damages. In addition thereto, any taxes, brokerage or other charges such as charges for sanction letter paid to a bank, charges/expenses paid to a Real Estate Agent or any other third party company/individual involved in the transaction, on behalf of or for the Allottee shall also be deducted from the total amount received from the Allottee. Within a period of

30 (thirty) days of the Promoter Termination Notice, the Promoter shall after deduction of the Forfeiture Amount, brokerage amount taxes and other charges mentioned above refund the balance amount of the Sale Consideration to the Allottee. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or car parks in the manner it deems fit and proper without any further reference or recourse to the Allottee.

- (vii) The Allottee(s) agrees that in the event of termination of this Agreement by the Promoter as provided in this Agreement, and in the event of the said Premises being in the possession of the Allottee(s) then the Promoter shall forthwith be entitled to and have the right to re-enter upon the said Premises and the Car Parking Slot(s) and resume possession of the same and the Allottee(s) will quit, vacate and deliver quiet and peaceful possession of the said Premises to the Promoter. If the Allottee(s) fails to quit, vacate & deliver the said premises to the Promoter then the Allottee(s) shall thereupon be liable to immediate ejectment there from as trespasser. It is understood by the Allottee(s) that the allotment of the Car Parking Slot(s) is co-terminus with this Agreement and the allotment of the Car Parking Slot(s) shall stand terminated ipso facto with termination of this Agreement.
9. The common areas, facilities and amenities in the said Real Estate Project that may be usable by the Allottee and are listed in the **Seventh Schedule** hereunder written. The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee and are listed in the **Sixth Schedule** hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Eighth Schedule** hereunder written.
10. **Procedure for taking possession:**
- (i) Upon obtainment of the Occupancy Certificate from the concerned authority or any other appropriate approving authority and upon payment by the Allottee of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing ("**Possession Notice**"). The Allottee agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the Occupancy Certificate of the Real Estate Project.
 - (ii) The Allottee shall take possession of the said Premises within 15 (fifteen) days of the Possession Notice.
 - (iii) Upon receiving the Possession Notice from the Promoter as per Clause 10(i) above, the Allottee shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee takes or

fails to take possession of the said Premises within the time provided in Clause 10(ii) above, such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, after expiry of 15 (fifteen) days of Possession Notice.

- (iv) After expiry of 15 (fifteen) days from receipt of the Possession Notice i.e. from 16th day onwards, the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and Larger Land including *inter-alia*, property tax, local taxes, betterment charges, other indirect taxes of every nature, 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 common areas and amenities of the Real Estate Project and/or the Larger Land. Thus, The Promoter shall be entitled to charge and recover from the Allottee and the Allottee shall be liable to pay proportionately towards outgoings and other charges being inclusive of but not limited to the following:
 - a) Maintenance, repairs to the building, the compound, the compound walls, water pumps and electrical fittings, drainage and plumbing installations and fittings, etc.;
 - b) Charges towards maintenance of the Retained Portion as well as Garden and common layout;
 - c) Cost of keeping said Land clean and lighted;
 - d) Decorating and/or painting the exterior of the building, passages and staircases after date of possession;
 - e) Property taxes, cesses, levies any other applicable taxes and premia in respect of the insurance of the building, land revenue, assessments, any other applicable taxes etc.;
 - f) Salaries and wages of persons employed for watching and/or cleaning the said Land, operating water-pumps, maintaining records, etc.;
 - g) Water & Sewerage charges and taxes etc;
 - h) Sinking & Other funds as may be determined by the Promoter;
 - i) Rent & cost of water meter or electric meters;
 - j) Betterment Charges;
 - k) Cost of water supplied by water tankers;
 - l) Maintenance of common areas and amenities, garden, swimming pool, health club, Gymnastics, sports facilities etc. if provided. All other proportionate outgoings due in respect of the said Land/Larger Land including those incurred for the exclusive benefit of the Allottee of his Premises.
 - m) Service Charges to the Promoter for providing services to maintain the building(s) and/or Real Estate Project facilities.
- (v) Until the Society is formed and the Society Conveyance is duly executed and registered, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee further agrees that till the

Allottee's share is so determined by the Promoter at its sole discretion, the Allottee shall pay to the Promoter provisional quarterly contribution as described in **Annexure “8”** [**“Premises and Transaction Details”**] annexed hereto for every 3 months, in advance on or before 5th day of beginning of every quarter towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest.

- (vi) The Allottee(s) will not be entitled to ask for adjustment of the deposit amounts mentioned in **Annexure “8”** against the monthly contribution of maintenance, municipal taxes and outgoings except as mentioned in this Agreement. In the event the Allottee(s) fails to pay such Maintenance Charges, the Promoter may at its discretion adjust the said amount from the on account Deposit mentioned in **Annexure “8”** and the Allottee(s) shall immediately after being called upon by the Promoter, replenish the deficit of such deposit.
 - (vii) The Allottee(s) shall not withhold the payment of Maintenance Charges for any reason whatsoever and shall pay to the Promoter till the establishment of the Society/Apex Body, without any demur and default. Without prejudice to other remedies available under this agreement, non-payment of Maintenance Charges shall authorize the Promoter to prevent the use of lift by the persons residing in or visiting the said Premises, prevent the Allottee(s) from using Common Area and facilities and shall also authorize Promoter to levy interest at the rate prescribed under RERA on defaulted and delayed payment. The Allottee(s) is hereby granting irrevocable authority to Promoter for the same.
 - (viii) The Allottee(s) hereby agree, confirm and undertake that irrespective of any disputes, which may arise between the Promoter and the Allottee(s), the Allottee(s) shall punctually pay all amounts, contributions, deposits as mentioned in this Agreement and shall not withhold the same for any reason whatsoever.
 - (ix) The Allottee(s) have agreed that the amounts paid or becoming payable to the Promoter by the Allottee(s) under this Agreement shall be refundable only in accordance with the terms of this Agreement and shall not in any event carry interest except as expressly provided under this Agreement.
11. The Promoter may agree to permit, (subject to the Allottee(s) having fulfilled all his/her/its obligations under this Agreement, and having paid full Sale Consideration amount, alongwith tax on sales of the said Premises and maintenance charges, outgoings and any other amount payable) entry to the Allottee(s) to the said Premises for carrying out interior works if such entry is desired/requested by the Allottee(s) prior to the Possession Date upon execution of a suitable Indemnity Bond as required by the Promoter. However, such permission shall not be construed as handover of possession of the said Premises for occupation purpose or in no way entitle the Allottee(s) to have any right, interest or title of any nature whatsoever in respect of the said Premises. During this period the Allottee(s) undertakes to ensure that its interior work would supplement efforts of the Promoter to obtain necessary approvals for the occupation and use of the said Premises from the concerned authorities. The Allottee(s) undertakes not to cause any

- damage to the said Building/Real Estate Project while carrying out the interior works of the said Premises and in the event any such damage is caused, the Allottee(s) agrees to reimburse the Promoter the costs of rectification thereof.
12. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the said Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA and MAHA RERA Rules. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the Allottee or its agents/contractors making any internal/external changes, flat/premises finishing, fittings, interior works, renovations, additions/alterations of whatsoever nature in the said Premises, in the elevation, chisel or in any other manner causes damage to columns beams walls slabs or RCC, Partis or other structural members in the said Premises, and/or willful default and/or negligence of the Allottee or its agents/contractors and/or any other allottees or their agents/contractors in the Real Estate Project.
 13. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for residential purpose only. The Allottee shall use the car parking slot/s only for purpose of parking vehicle.
 14. **Formation of the Society and Other Societies:**
 - (i) Upon 51% of the total number of premises in the Real Estate Project being booked by the Allottee/s, an application to the competent authorities shall be submitted to form a co-operative housing society to comprise solely of the Allottee and other allottees of premises in the said Real Estate Project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the MAHA RERA Rules.
 - (ii) The Allottee shall, along with other allottees of premises in the Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and MAHA RERA Rules, in respect of the Real Estate Project ("**the Society**").
 - (iii) For this purpose, the Allottee shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
 - (iv) The name of the Society shall be solely decided by the Promoter.
 - (v) The Society shall admit all allottees of various premises in the said

Real Estate Project as members, in accordance with its bye-laws.

- (vi) The Society shall admit the allottees of the other real estate projects forming the part of the said building as members of the Society so that the Allottees of all the real estate project in the same building will form and be part of one society and none of the members/allottees shall object to the same.
- (vii) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises and unallotted car parks in the Real Estate Project if any. The Allottee confirms that, post formation of society / societies and/or handover to society/ societies or apex body, the Promoter shall deal with the unsold flats/premises and the unallotted car parks in the Real Estate Project as it deems fit and the allottee/group of allottees/society/societies individually as well as part of the Apex Body does not have any objection to the same.
- (viii) Upon 51% of allottees of premises in the other real estate projects in other buildings to be developed on the Larger Land having booked their respective premises, an application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of premises in those particular real estate project/s in various buildings, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the MAHA RERA Rules ("**Other Societies**"). The Promoter shall similarly undertake the necessary steps for formation of the Other Societies in which the allottees of the premises comprised in the other real estate projects comprised in the Larger Land shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and MAHA RERA Rules.
- (ix) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee, as the case may be in the ratio of carpet area of the said Premises, and the Promoter shall not be liable toward the same.

15. **Sub-Lease to the Society and Other Societies:**

- (i) Within 3 months from the date of issuance of the Full Occupation Certificate with respect to the Real Estate Project, the superstructure of the real estate project in the said Building only shall be sub-leased to the Society vide a registered indenture of Sub-lease of the Real Estate Project, provided however that the basements, podium and stilts shall be retained by the Promoter and shall not be sub-leased to the Society ("**Society Conveyance**"). It is clarified that the land below the said Building/Real Estate Project or any other land shall not be sub-leased to the Society. The Society shall be required to join in execution and registration of the Society Conveyance. The

costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas, facilities and amenities and the Promoter shall not be responsible for the same and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

- (ii) The Promoter shall execute and register similar Indenture of Sub-lease to the Other Societies with respect to their respective superstructure of the Real Estate Project in the various buildings.
- (iii) The said sub-lease of super structure will not confer any right of whatsoever nature in respect of the land under the said Building/Real Estate Project or the said Larger Land, or the said Land, to the Society/Allottee(s) of the said Real Estate Project/said Building.
- (iv) The sub-lease of the superstructure of the said Real Estate Project/said Building shall be subject to right of Promoter to use common internal access roads, recreation open spaces, each of the common facilities and amenities envisaged under this Agreement.
- (v) Irrespective of the sub-lease executed in respect of the superstructure of the said Real Estate Project/said Building, the Promoter shall have absolute authority and control as regards to the unsold Premises and shall have right to sell and dispose-off unsold Premises in the said Real Estate Project/said Building and receive the entire consideration there from for itself and shall have a right to recover all its outstanding dues from the Allottee(s) of the Real Estate Project/said building.
- (vi) It is expressly agreed between the Promoter and the Allottee(s) that the ground area of the said Building and the F.S.I. consumed in the said Building are dis-proportionate, in view of the said Building being part of the said Land and part of the said Larger Land. The FSI consumed in the said building is arising out of FSI available in the said Larger Land which comprises of FSI of the said Larger Land and also of TDR/ FSI, incentive FSI, floating FSI and FSI which may be available in lieu of development of Reservation(s) and Public amenities (including and not limited to Parking Scheme, affordable housing, rental housing, etc).
- (vii) The Allottee(s) do hereby irrevocably agree and confirm with the Promoter that the area of the said Building Land is not in proportion to the FSI consumed in the said Building. The Land area comprised in respect of the said Building is lower compared to the area of the FSI consumed in the said Building. The Allottee(s) do hereby further irrevocably agree and confirm with the Promoter that the said Land is not in proportion to the FSI consumed in respect of the structures/building(s)/wing(s) constructed on the said Land. The area comprised in the said Land is lower to the area of the FSI consumed in all the building(s)/wing(s) constructed on the said Land. However the Promoter confirms that the said Larger Land is having and entitled to the FSI consumed in all the structures/building(s)/wings(s)

proposed to be constructed on the said Larger Land. The area comprised in the said Larger Land is commensurate to the area of the FSI consumed in all the building(s)/wing(s) constructed on the said Larger Land.

16. Formation of the Apex Body:

- (i) Within a period of 3 months of obtainment of the Occupation Certificate of the last Real Estate Project in the layout of the Larger Land and the Whole Project, the Promoter shall submit application/s to the competent authorities to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the MAHA RERA Rules ("**Apex Body**").
- (ii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.

17. Sub-Lease of the Larger Land to the Apex Body:

- (i) Within a period of 3 (three) months of registration of the Apex Body, the Promoter and the Apex Body shall execute and register an Indenture of Sub-lease whereby the Promoter shall sub-lease the land comprised in the Larger Land alongwith basements, podium and stilts in various buildings except (a) Public Amenity area to be handed over to the Concerned Authority, (b) Retained Portions/Areas as more particularly specified hereinafter in Clause No.17(iii) and (c) the land on which Rental Housing Scheme is developed and in all areas, spaces, common areas, facilities and amenities in the Larger Land that are not already subleased to the Society/Other Societies, in favour of the Apex Body ("**Apex Body Conveyance**"). The Parties agree and confirm that, even after sub-lease of the Larger Land to the Apex body, the Promoter shall deal with the unsold premises and the unallotted car parks in the Real Estate Project/s or the Whole Project as it deems fit and the allottee/group of allottees/society/societies or the Apex Body does not have any objection to the same.
- (ii) The Apex Body shall be required to join in execution and registration of the Apex Body Conveyance. The costs, expenses, charges, levies and taxes on the Apex Body Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body alone. Post the Apex Body Conveyance, the Apex Body shall be responsible for the operation and management and/or supervision of the Larger Land including any common areas facilities and amenities and the Promoter shall not be responsible for the same.
- (iii) The Allottee hereby irrevocably, unconditionally and expressly agrees and undertakes that the Promoter shall be entitled to retain

the leasehold rights to the internal roadways/pathways (“**Retained Portion**”) as more particularly set out in the plan annexed and marked as **Annexure “10”** [“**Proposed Plan**”], forming a part of the Larger Land which includes the said Land and the Allottee shall only have a right to pass and re-pass over the said Retained Portion for the purpose of ingress and egress alongwith the other Allottees of the Larger Land which includes the said Land and proposed development on South side of the Naallah and/or the adjacent land and other third parties in whose favour rights may be created by the Promoter. The Promoter has proposed for a sufficient provision of the width of the access road of upto 18 mts. for the Allottee of the Larger Land to be shared with the proposed adjacent development and that the width of the road is more than the requirement in law as on the date of sanction. The Allottee understands that is an extremely important term and integral part of this Agreement and the same is clearly understood and accepted by the Allottee and the Allottee hereby consent to the same and undertake never to object to the same or demand any kind of right, transfer, interest in respect of these internal roadways/ pathways.

- (iv) As and when the Society/Apex Body is formed in terms of the applicable laws and if by then all the Premises envisaged to be constructed are not sold by the Promoter, then the Promoter shall hold such unsold Premises(s) in its name not as member(s) of the Society/Apex Body but as the absolute owners thereof and it shall not be subject to or be governed by the bye-laws, rules or regulations of the Society/Apex Body and the Promoter shall have unqualified, unfettered and unrestricted rights and authority to sell and dispose or lease or License such unsold Premises to any person of the Promoter’ choice and the Apex Body and/or its members being the Allottee(s) of the Premises in the said Real Estate Project/Building, shall not object to any such sale or disposal or lease or license by the Promoter nor shall it or they refuse to enroll the Allottee(s) of such unsold Premises from the Promoter, as members thereof. Premises remaining unsold on the date of execution of the Deed of Sub-Lease of the said Real Estate Project in favour of the Society/Apex Body then the Promoter shall be at liberty and be entitled to allow such unsold Premises to be used by any person of its choice on leave and license basis and/or on rental basis or under the “Time Share Scheme or Service Apartments Scheme” pending disposal thereof on ownership basis without obtaining the approval, sanction or consent of the Allottee(s) or Society/Apex Body of the Allottee(s). The Allottee(s) shall not be entitled to object to the same for the period of such use and occupation of such unsold Premises by the Promoter through such persons. The Promoter shall pay to the Society/Apex Body only the Property Tax contribution due in respect thereof and shall not be liable to contribute any amount towards any other account including non-occupancy charges or for any other fund provided for under the bye-laws, rules and regulations or resolutions of the Society/Apex Body.

18. The Promoter shall have the right to designate any space on the said Larger

- Land to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the Allottees of the Premises in the buildings that may be developed on the said Larger Land or in the said Building, free or on payment of charges to such utility providers. The Promoter shall also be entitled to designate any space in the said Larger Land to such utility provider either on leave and licence or sub-lease or leasehold basis for the purpose of installing power sub-stations/equipments with a view to service the requirement in the said Land/Larger Land and the buildings constructed thereon.
19. Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any person ("**Project Management Agency**") to manage the operation and maintenance of the building(s), and the infrastructure on the said Larger Land, common amenities and facilities on the said Larger Land for a period till formation and handover of the larger land in favour of the Apex Body. The Promoter shall have the authority and discretion to negotiate with such project management agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Project Management Agency shall be borne and paid by the Allottees of the Premises in the buildings that may be developed on the said Larger Land as the case may be including the Allottee on a pro rata basis as part of the development and common infrastructure charges referred to herein.
 20. In such event, the Allottee's agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the Project Management Agency, including without limitation, payment of the Allottee's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Larger Land and buildings constructed thereon.
 21. The Promoter shall be entitled to construct site offices/sales lounge on the said Land/Larger Land and shall have the right to access the same at any time without any restriction whatsoever till the said Larger Land or any portion thereof is sub-leased/leased/assigned to the Apex Body.
 22. The Allottee agrees and undertakes that, the Allottee shall, before delivery of possession of the said Premises deposit the following amounts ("**Other Charges**") with the Promoter by way of cheque/demand draft/RTGS/NEFT, - money for share money, application entrance fee of the society and Apex body, for formation and registration of the Society and Apex Body, for legal cost, charges and expenses, for proportionate share of taxes and other charges/levies in respect of the society and apex body, for deposit towards provisional monthly contribution towards outgoings of Society and Apex Body, for deposit towards water, for electricity, club house membership and Club House Usage charges, for other utility and services connection charges and for deposits of electrical receiving and sub-station provided/to be provided in layout of the Larger Land as mentioned in **Annexure "8"** [**"Premises and Transaction Details"**] annexed hereto. The Promoter has informed the Allottee and the Allottee is aware that the charges/deposits towards water, electricity, external drainage or any other service connection mentioned in the **Annexure "8"** are provisional in nature and may increase, due to increase in charges/deposits imposed by the concerned local bodies/government authority. If there is any increase in charges/deposits by the concerned local bodies/government authority, the Promoter shall

demand the additional amount from the Allottee towards the water, electricity, external drainage or any other service connection and the Allottee agrees and undertakes to pay the additional amount to the Promoter without any objection.

23. The above amounts are not refundable (except those specifically mentioned in this Agreement) and no accounts or statement will be required to be given by the Promoter to the Allottee in respect of the above amounts deposited by the Allottee with the Promoter. The deposits mentioned above shall not carry any interest. Above amounts are exclusive of any taxes including but not limited to Service Tax, CGST and SGST or any other tax/levy and the Allottee shall be liable to bear the same separately.
 - (i) The Ad-hoc Maintenance Deposit (12-months) shall be transferred to the Society simultaneously with the execution of Society Conveyance in favour of the Society after adjusting the outstanding dues if any of the Allottee/s. The Adhoc Maintenance Deposit(12 Months) and Adhoc Advance Maintenance (12 Months) are exclusive of any taxes and the Allottee/s shall be required to make the payment of the CGST and SGST and/or any other taxes, levied upon these deposits separately.
 - (ii) Corpus Fund for Layout Maintenance and Layout Maintenance Deposit (12-months) shall be transferred to the Apex Body simultaneously with the assignment of the said Larger Land in favour of the Apex Body after adjusting the outstanding dues if any of the Allottee/s. The Corpus Fund for Layout Maintenance, Layout Maintenance Deposit (12-months)and Advance Layout Maintenance (12 months) are exclusive of any taxes and the Allottee/s shall be required to make the payment of the CGST and SGST and/or any other taxes, levied upon these deposits/corpus fund separately.
 - (iii) The Allottee hereby agrees to make payment of maintenance charges and outgoings on the date of taking possession of the said Premises, on account of the said premises and layout maintenance charges as provided in the table in **Annexure "8"** hereto. The Allottee do hereby further agree that maintenance charges of the said Premises and layout maintenance charges shall start after a period of 15 (fifteen) days from the date of intimation about the said Premises is ready for use and occupationand the same will be adjusted from the Adhoc Advance Maintenance (12 Months) and Advance Layout Maintenance (12 Months) made in advance for a period of 1(one) year or till the same are exhausted. The Adhoc Maintenance Deposit/Advance Maintenance and Layout Maintenance deposit/Advance Layout Maintenance is exclusive of any taxes and the Allottee shall be required to make the payment of the taxes separately. The Allottee agrees and undertakes to pay the CGST and SGST or any other tax/es as may be applicable from time to time on the Maintenance charges/Layout Maintenance charges/Deposits/Other Charges separately without any objection or demur. The Allottee shall after the appropriation of the amount is complete as mentioned above, pay the Maintenance charges by 5th day of every quarter i.e. April-July-October-January in advance. The Allottee hereby further agrees he shall take the possession of the said Premises within 15 (fifteen) days

from the date of intimation about the said Premises is ready for use and occupation.

- (iv) The Allottee hereby agree that he/they are aware and that the maintenance charges are provisional in nature and shall be subject to change and that the Allottee shall be bound to pay the maintenance charges of the said Premises regularly as stated above along with 10% increase or actual increase, whichever may be higher in every financial year or if it is increased for the reasons beyond the control during the same financial year. The Allottee agrees and undertakes to make the payment of the same without any objection or demur.
24. The Allottee shall pay to the Promoter a sum as mentioned in Other Charges in **Annexure “8”**, as Legal costs and charges annexed to this document herein for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Society/Apex Body, for preparing the rules, regulations and bye-laws of the Society/Apex Body, and the cost of preparing and engrossing the Society Conveyance, Apex Body Conveyance and other deeds, documents and writings.
25. The Promoter has informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant if any and other common amenities and conveniences in the layout of the Larger Land. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee alongwith other Allottees of flats/units/premises in the Real Estate Project and/or on the Larger Land, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Allottees of flats/units/premises on the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the Allottees of flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the said Larger Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Larger Land.
26. **Representations and Warranties of the Promoter:**
- The Promoter hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Report, and subject to the RERA Certificate:-
- (i) The Promoter has clear and marketable title and has the requisite rights to carry out development upon the Larger Land and also has actual, physical and legal possession of the Land for the implementation of the Whole Project;
 - (ii) The Promoter has lawful rights and requisite approvals from the

competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;

- (iii) There are no encumbrances upon the Real Estate Project except those as mentioned in this Agreement;
 - (iv) There are no litigations pending before any Court of law with respect to the Real Estate Project;
 - (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law;
 - (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Land and the said Premises, which will, in any manner, affect the rights of Allottee under this Agreement;
 - (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;
 - (ix) At the time of execution of the Society Conveyance, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the **Seventh Schedule** hereunder written to the Society;
 - (x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the Society Conveyance and thereupon shall be proportionately borne by the Society;
 - (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoter in respect of the Land and/or the Project except those disclosed to the Allottee.
27. The Allottee, with intention to bring all persons into whosoever hands the said Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows:-
- (i) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date on which possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or

to the said Real Estate Project/Tower/Wing in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and the Promoter.

- (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (iii) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the said Premises 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 and the Allottee does hereby indemnify and keep indemnified the Promoter in this regard.
- (iv) Not to demolish or cause to be demolished the said Premises 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 Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Larger Land and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Larger Land and/or the Real Estate Project in which the said Premises is situated.

- (vii) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated.
- (viii) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, installments of Sale Consideration, as required to be paid under this Agreement.
- (ix) Not to change the user of the said Premises without the prior written permission of the Promoter and Society.
- (x) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter which may be granted by the Promoter in its sole discretion.
- (xi) The Allottee shall observe and perform all the rules and regulations which the Society and Apex Body 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 Real Estate Project/Tower/Wing and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Apex Body regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xii) 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 Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.
- (xiii) Till the Apex Body Conveyance is executed in favour of the Apex Body thereafter, 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 Larger Land, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.
- (xiv) The allottee/group of allottees/society/societies or the apex body is aware that there might be unsold premises and/or unallotted car

parkings in the Real Estate Project/s or the whole project, even after the execution of society formation/execution of conveyance of the Real Estate Project/other Real Estate Projects/the Whole Project in the favor of Society/Societies/the Apex Body (whichever applicable). The Promoter shall deal with the unsold Premises/unallotted car parking as it deems fit and the Allottee/group of allottees/society/societies or the Apex Body does not have any objection to the same.

- (xv) The Allottee agrees and confirms that notwithstanding that the Allottee has approached/may approach the Banks and/or the Financial institutions for availing loans in order to enable the Allottee to make the payment of the total consideration or part thereof in respect of the said Premises, it shall be the sole and the entire responsibility of the Allottee to ensure that the timely payment of the total consideration in respect of the said Premises. Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Promoter shall have first lien/charge until all the amounts including the total consideration, taxes and other charges and amounts payable in respect of the said Premises as provided herein have remained unpaid and the Allottee has no objection in this regard.
- (xvi) The Allottee hereby indemnifies and shall keep indemnified the Promoter from and against all claims, costs, charges, expenses, damages and losses which the Promoter may suffer due to any action that may be initiated by the Bank/Financial institution on account of such loan or for recovery of loan on account of any breach by the Allottee of the terms and conditions governing the said loan and the Allottee undertakes to reimburse the same to the Promoter without any delay or demur or default.
- (xvii) It is agreed that the Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such Bank only with the prior written consent of the Promoter. The Promoter will grant their no-objection, whereby the Promoter will express its no-objection to the Allottee availing of such loan and mortgaging the said Premises with such bank/financial institution, provided however, the Promoter shall not incur any liability/obligation for repayment of the monies so borrowed by the Allottee and/or any monies in respect of such borrowings including interest and cost and provided further that such mortgage created in favour of such bank/financial institution in respect of the said Premises of the Allottee shall not in any manner jeopardise the Promoter's right to receive full consideration and other charges and to develop the balance of the said Larger Land and such mortgage in favour of such bank/financial institution shall be subject to the Promoter's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee to the Promoter under the terms and conditions of this Agreement. The Promoter will issue the said no-objection letter provided that the concerned bank/financial institution agrees to make payment of the balance purchase price of the said Premises directly to the Promoter as per the schedule of payment of the purchase price provided in this Agreement.
- (xviii) The Promoter shall not be liable or responsible for any of the acts of

omission or commission of the Allottee which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Allottee to inform the Society/Apex body of the Premises Allottee i.e. the Society/Apex Body etc. that may be formed about the lien/charge of such Banks/Financial Institutions and the Promoter shall not be liable or responsible for the same in any manner whatsoever.

- (xix) Further, in the event that this Agreement is cancelled at any time, then the Allottee(s) shall ensure that such lender returns to the Promoter, the original Agreement for Sale, Registration Receipt, Index II and any other document in respect of the said Premises which may be in their possession.
- (xx) The Allottee shall not fix grills or projections on the exterior of the said Premises and the Allottee shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee shall not shift or alter the location of the windows or ventilators in the said Premises;
- (xxi) Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the said Premises/Building in any manner whatsoever;
- (xxii) The Allottee(s) agrees and acknowledges that the sample Apartment constructed by the Promoter and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing as sample Apartment if furnished by Allottee(s) and the Promoter is not liable or required to provide any furniture, items, electronic goods and amenities etc. as displayed in the sample Apartment, other than as expressly agreed by the Promoter under this Agreement.
- (xxiii) To keep the sewers, drains and pipes in the said Premises and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the said Building/Real Estate Project in which the said Premises are situate and the Allottee shall not chisel or in any other manner damage columns, beams, walls, slabs or R.C.C. Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or of the Apex Body which consent shall not be unreasonably withheld.
- (xxiv) In case of the Allottee who is a non-resident/ foreign national of Indian Origin, in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the 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 from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee understands and agrees that in the event of any failure on his/her/their/its part to comply with the

prevailing exchange control laws and guidelines issued those issued by the Reserve Bank of India, the Allottee alone shall be liable for any action under the Foreign Exchange Management, 1999, or any other statutory modifications or re-enactments thereto and other applicable laws. The Promoter accepts no responsibility in this regard and the Allottee does hereby indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

- (xxv) The Allottee shall fully comply with and observe all the terms and conditions that are set out in this Agreement.
- (xxvi) The Allottee is aware that the Promoter will be developing the said Larger Land in a phase-wise manner on such terms and conditions as the Promoter may deem fit and shall be entitled to all the benefit of Floor Space Index or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Promoter deems fit and the Promoter shall be entitled to grant or offer upon or in respect of any portion of the said Larger Land, to any third party all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, installations and/or services in the said Larger Land in such manner as may be desired by the Promoter and the Allottee expressly and irrevocably consents to the same.
- (xxvii) The Promoter shall bear and pay all outgoings and statutory dues including municipal taxes, work contract tax, taxes for land under construction and all the taxes relating to the said Larger Land, non-agricultural assessment and other assessments and/or dues and/or charges of any sort or in respect of and/or concerning the said Larger Land and the said Real Estate Project and the development of the said Larger Land and the said Real Estate Project. It is clarified that all taxes, dues, cess, outgoings with respect to the said Premises for a period prior upto possession shall be borne and paid by the Promoter and on and after the date of possession shall be borne and payable by the Allottee.
- (xxviii) The Promoter herein has specifically informed the Allottee(s) and the Allottee(s) hereby agree, confirm and undertake that irrespective of any disputes, which may arise between the Promoter and the Allottee(s), the Allottee(s) shall punctually pay all amounts payable towards Sale Consideration along with all taxes payable on sale or transfer of the said Premises and shall not withhold the same for any reason whatsoever.
- (xxix) The Allottee(s) shall not be entitled to or claim any easement or right of light or air, which would restrict or interfere with in any manner whatsoever, the free and unobstructed use and enjoyment of any portion of the said Land or Larger Land and the adjacent, contiguous and adjoining Lands and properties of the Promoter, for the purpose of development thereof and/or any other lawful purpose;
- (xxx) The Allottee(s) agrees and acknowledges that the Promoter has informed the Allottee(s) that for the completion of the Whole Project of development of the Larger Land, the Promoter is required to and the Promoter shall be entitled at all times, to carry out construction and/or

any other allied work including completion work of the structures on the said Land and/or Larger Land, the Allottee(s) not only as a Allottee(s) of the said Premises, but also as a member or Managing Committee member of Society/Apex Body shall not at anytime, raise any objection, obstruction on any ground whatsoever, notwithstanding that there shall or may be any perceived or actual nuisance, annoyance and inconvenience that could arise during the construction and/or any other allied work including completion work of the structures on the said Land and/or Larger Land. The Allottee(s) and/or the Society/Apex Body shall not interfere with the rights, powers and authorities of the Promoter in respect of implementing the scheme of development of the said Land and/or Larger Land in any manner whatsoever. The Allottee(s) hereby undertakes to co-operate with and render all assistance to the Promoter in respect of the development of the said Land and/or Larger land;

- (xxxi) Notwithstanding anything herein contained the Promoter shall not be liable for any defect or damage caused to the said Premises or the Real Estate Project/said Building or to rectify any such defect caused as a result of negligence, improper maintenance, improper operation, any change, repair or alteration carried out by the Allottee(s). The liability of the Promoter under this Agreement shall forthwith cease in the event that the Allottee(s) makes any such change or carries out any repairs or alterations to the said Premises or the said Real Estate Project/said Building without the written consent of the Promoter.
 - (xxxii) The Promoter may complete part, portion or floor of the said Building and obtain part occupation certificate and give possession of Premises therein to the Allottee(s) of such Premises and the Allottee(s) herein shall not be entitled to raise any objection thereto. If the Allottee(s) takes possession of the said Premises in such partly completed wing, part or portion or floor and the Promoter or its agents or contractors shall carry on the remaining work with the Allottee(s) occupying his/her/their Premises, the Allottee(s) shall not object to, protest or obstruct or create hindrance in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them.
 - (xxxiii) The Allottee(s) shall fully co-operate with the Promoter in the matter of implementation of the scheme for development of Whole Project and the infrastructure and common amenities and facilities on the Larger Land without creating any obstruction or interference.
28. The Promoter is proposing to construct a recreational club on the part of the said Larger Land as is permissible as per the Development Control Regulations and other rules and regulations and in the event of the Promoter constructing a Recreation Club on the part of the said Larger Land, then and only in that event the Promoter will be admitting the Allottees and allottees of flats, units and premises on the said Land/said Larger Land as well as the Allottees of flats and premises in the development and construction carried out on the other portions of the land entitled to be developed by the Promoter, as the members of the said Recreation Club they shall be liable to pay admission fee and shall also be liable to pay the monthly fees as well as the departmental fees depending upon the use of any department. It is hereby expressly clarified that the Promoter shall be

entitled to and be at liberty to admit the outsiders and members of the public as members of the said Recreation Club on such terms and conditions as it deems fit and further that the Members who are so admitted as members of the said Recreation Club shall be liable to pay the monthly fees as well as the departmental fees depending upon the use of any department. The tenure of the membership of the Recreation Club of the Allottee Member shall be co-extensive with the rights of the flat, unit or premises held by the Allottees in the said Larger Land and such membership shall cease simultaneously with the member ceasing to be the owner of the flat, unit and premises held by him/her/it/them, and the member of the Apex Body, as the case may be, and his/her/its/their successor in title will become the member of the said Recreation Club in place and stead of such person. It is expressly agreed and understood that the membership of the Recreational Club is being provided as an additional or extra facility and save as stated above the membership of all the members shall be governed and regulated by the constitutional documents and the rules and regulations of the said Recreation Club, as may be made by the Promoter or its nominee at its/their sole discretion and further that none of the Allottees shall be entitled or have or claim any right to vote on any resolution for the amendment of the constitutional documents or the rules or the regulations of the said Recreation Club. The said Recreation Club shall be managed and conducted by the Promoter for such period as it may think fit and thereafter the management and conduct of the said Recreation Club shall be by the Promoter or by its nominee.

29. The Promoter shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
30. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the Larger Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Conveyance and the Apex Body Conveyance, as the case may be.
31. **Mortgage or Charge on the Allottee's Premises or the said Land or the said Larger Land:**

The Promoter shall be at liberty to raise funds and avail loans and finance for developing the said Land and the Larger Land and for the said purpose shall be at liberty to create mortgage, charge, encumbrance in respect of its right, title and interest in the said Land and/or the said Larger Land or any part thereof and its development potential therein and the Allottee shall not raise any objection(s) whatsoever in this regard. However the Promoter shall ensure that such a charge/mortgage created shall not in any way jeopardize the rights of the Allottee in respect of the said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises.

32. **Binding Effect:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Plan specified in **Annexure “8”, [“Premises and Transaction Details”]** annexed hereto, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

33. **Entire Agreement:**

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

34. **Right to Amend:**

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

35. **Provisions of this Agreement applicable to the Allottee/subsequent allottees:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent transferees/allottees of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

36. **Severability:**

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this 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 the RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

37. **Method of calculation of proportionate share:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall

be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project. It is expressly agreed and the Allottee is aware that as a result of changes in the building plans of the said Building/Real Estate Project and/or the Layout of the Larger Land, the share of the said Premises and/or the Allottee in the common areas and facilities may increase or decrease. The Allottee hereby expressly consents to such changes in the said share and hereby expressly authorizes the Promoter to so increase or decrease the said share of the Premises and/or the Allottee/s in the common areas and facilities of the said Building/Real Estate Project and the Allottee hereby irrevocably agrees to accept the said share as changed as aforesaid.

38. **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.

39. **Place of Execution:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

40. The Allottee and/or the Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

41. 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 Courier or Registered Post A.D or notified Email ID at their respective addresses specified below:

Allottee/s : _____
Address : _____

Notified Email ID : _____

Promoter : **SANVO RESORTS PRIVATE LIMITED**
Address : 702, Marathon Max,
Mulund-Goregaon Link Road,
Mulund (West), Mumbai-400 080
Notified Email ID : **customercare@marathonrealty.com**

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.

42. **Joint Allottees:**

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

43. **Stamp Duty and Registration Charges:**

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

44. **Dispute Resolution:**

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

45. The Parties are assessed under the Income Tax Act and their respective Permanent Account Numbers are as under:

Promoter : **AAGCS9244M**
Allottee/s : _____

46. **Governing Law:**

This Agreement and the rights and duties of the Parties arising out of this Agreement shall be governed by and construed in accordance with the laws of India and the competent courts of Panvel/Mumbai shall have exclusive jurisdiction for all disputes arising under this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

[Description of the said Larger Land (which comprises of the Plot A, Plot B and Plot C)]

ALL that piece or parcel of Non-agricultural land or grounds situated lying and being Village-Kolkhe, Tal. Panvel, Dist. Raigad within the limits of Grampanchayat Kolkhe, Panchayat Samiti Panvel as follows:

Sr. No.	Survey. Nos.	Total Area As per 7/12 (sq.mt.)	Road As per 7/12 (sq.mt.)	Balance area (sq.mt.)
a1	95/4	5560.00	0.00	5560.00
a2	97/2	3690.00	0.00	3690.00
a3	98/6C	2150.00	1450.00	700.00
a	-	11400.00	1450.00	9950.00
b1	95/2	14060.00	6900.00	3660.00
b2	95/3A	24930.00	6500.00	16630.00
b	-	38990.00	13400.00	20290.00

c	95/3B	8000.00	0.00	8000.00
d	96/0	9660.00	0.00	9660.00
e	95/1	18960.00	2500.00	14560.00
f	98/6A/1	6980.00	0.00	6980.00
g1	97/1	2000.00	0.00	2000.00
g2	98/6A/2	2460.00	0.00	2460.00
g	-	4460.00	0.00	4460.00
h	98/6B	1160.00	550.00	610.00
i	98/6D	3000.00	0.00	3000.00
j	94/1D	9410.00	0.00	9410.00
k	95/1	20000.00	0.00	20000.00
TOTAL				106920.00
				26.43 ACRES

BOUNDED ON FOUR SIDES AS FOLLOWS:

- EAST : Gut No.94/1 Boundary
WEST : Nalla
SOUTH : Nalla
NORTH : Mumbai – Goa National Highway (N.H.4B)

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the MMRDA Portion)

ALL that piece or parcel of Non-agricultural land or grounds situated lying and being Village – Kolkhe, Tal. Panvel, Dist. Raigad within the limits of Grampanchayat Kolkhe, Panchayat Samiti Panvel bearing Survey No. 94/1D(pt), 95/1(pt), 95/3A(pt), and 95/3B(pt) admeasuring about 6.61 Acres equivalent to 26,730 square meters.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Description of the said Land)

ALL that piece or parcel of Non-agricultural land or grounds situated lying and being Village – Kolkhe, Tal. Panvel, Dist. Raigad within the limits of Grampanchayat Kolkhe, Panchayat Samiti Panvel bearing Survey Nos. 95/1(pt), 95/2(pt), 95/3A(pt), 95/3B(pt), 95/4(pt), 98/6A1(pt), 98/6C(pt) and 98/6D admeasuring about 6.96 Acres equivalent to 28182.30 square meters.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Description of the said Premises)

All the right, title and interest in the Flat No. _____ admeasuring _____ square meters RERA carpet area (i.e. _____ Sq.ft.) on the _____ floor of Sale Building No. ____ in ‘_____’ Wing in the Real Estate Project known as “**Marathon Nexzone** _____” in the building known as “**Marathon Nexzone** _____” of the said Whole Project known as “**Marathon Nexzone**” with/without exclusive right to use the _____ number of Car Parking/s.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Description of Whole Project and Real Estate Project Details)

A. WHOLE PROJECT

1. Details of Whole Project:

- a) The Name of the Whole Project: '**Marathon Nexzone**' situate at National Highway 4B- JNPT Expressway, Near Palasphe Phata, Panvel, Navi Mumbai, India.
- b) The Area of Whole Project is as per First Schedule.

2. Development:

- a) The Area of the Larger Land shall be developed in a phase-wise manner over a period of time. The Whole Project will consist of number of Real Estate Projects constituting various phase/s of the Whole Project.
- b) The Promoter is constructing the buildings as independent buildings/wings. However, either by basement or by stilt area or by commercial block or by podium, each one of the said buildings may be connected with other and/or horizontally connected to each other as horizontal extension to each other may be with common partition walls or by dead walls as the case may be and the Allottee/s are aware of the same.
- c) Plot A: Residential/Commercial/Amenity development or development as may be approved by the Concerned Authority is proposed on Plot A of the Larger Land. This is future/proposed development.
- d) Plot B1: Plot B1 is proposed to be developed as Residential/Commercial/Amenity development.
- e) Plot B2: A rental Housing Scheme is proposed on Plot B2. The Plot B2 as well as the premises constructed under the Rental Housing Scheme on Plot B2 shall be handed over to MMRDA.
- f) Plots B1 and B2 are being developed initially. Thereafter, development of other plots will be initiated in a phasewise manner.
- g) Plot C: Plot C is proposed to be developed as Mixed User/Hotel/ Shopping/Commercial Development subject to approvals from the Concerned Authority. This is future/proposed development.

3. Sanctioned and Proposed Plan:

- a) The development of the Whole Project is presently undertaken as per the Sanctioned Layout Plan which has been annexed hereto as **Annexure "2"**.
- b) The Promoter proposes to develop the Whole Project and the Real Estate Project as per the Proposed Layout Plans as annexed hereto as **Annexures "10", "10A" and "10B"**. The Promoter reserves the right to get the Proposed Layout Plan sanctioned from the Concerned Authorities.

4. Details of Sanctioned Floor Space Index (FSI) and Proposed FSI for Whole Project:

- a) Sanctioned FSI: 362648.99 Sq.mtrs.
- b) Proposed FSI: 4,60,000 Sq.mtrs. The additional FSI, over and above the sanctioned FSI, could be utilized by the Promoter on account of the increase in the Floor Space Index in the locality or Floor Space Index available by paying premium or price to authorities or additional Floor Space Index becoming available on account of acquisition of Transferable Development Rights, or TDR that may be available due to

development of amenity space, acquisition/amalgamation of land parcels, change in the DC Regulations or other provisions under which additional FSI shall be made available to the development.

5. Details of Aggregate area of recreation open space for Plot B1: 3453.76 Sq.mt.

6. **Common Areas & Amenities:**

The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee and are listed in the **Sixth Schedule** hereunder written ("**Whole Project Amenities**"). The common areas and amenities for the Whole Project shall be completed at the time when the Real Estate Project namely 'Marathon Nexzone Antilia-2' in the Whole Project is completed.

7. The nature of the organization of Allottee/s to be constituted and to which the title of such land parcels is to be sub-leased on completion of Real Estate Project/Whole Project are as more particularly specified in the Agreement.

B. REAL ESTATE PROJECT

1. **Details of Real Estate Project:**

- a) The development of part of the building is known as "**Marathon Nexzone** _____" on the part of the said Land consisting of _____ is known as "**Marathon Nexzone** _____" ("**Real Estate Project**").

- b) Approvals and sanctions and permissions are as mentioned in the Agreement.

2. **Details of Sanctioned Floors of Real Estate Project:**

- a) Number of floors sanctioned as on date for Real Estate Project: _____

3. **Details of Proposed Floors of Real Estate Project:**

- a) Proposed number of floors for Real Estate Project : _____

4. **Type of Premises:**

The Real Estate Project shall comprise of premises consisting of apartments, flat/s, duplexes, penthouses, shops.

5. **Sanctioned Floor Space Index (FSI):**

- a) Total FSI of _____ Sq.mt. has been sanctioned for consumption in the construction and development of the Real Estate Project.

6. **Proposed Floor Space Index (FSI):**

- a) The Promoter proposes to eventually consume a further FSI of _____ Sq.mt. aggregating to total FSI of _____ Sq.mt. in the construction and development of the Real Estate Project. The additional FSI, over and above the sanctioned FSI, could be utilized by the Promoter on account of the increase in the Floor Space Index in the locality or Floor Space Index available by paying premium or price to authorities or additional Floor Space Index becoming available on account of acquisition of Transferable Development Rights, or TDR that may be available due to development of amenity space, amalgamation of land parcels, change in the DC regulations or other provisions under which

additional FSI shall be made available to the development.

7. Details of Sanctioned Floors of the said Building:

a) Number of floors sanctioned as on date for said Building: _____

8. Details of Proposed Floors of the said Building:

a) Proposed number of floors for said Building: **Upto 38th Floor**

9. Common Areas & Amenities:

a) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee are listed in the **Seventh Schedule** hereunder written ("**Real Estate Project Amenities**") to this Agreement.

10. Formation of Society and Conveyance:

a) The formation of the Society and Sub-Lease of land in the Whole Project shall be in the manner as mentioned in the Agreement.

11. Possession of Premises:

a) The date of handover of possession of the said Premises in the Real Estate Project is _____.

12. The name and address of the Architect:

Matrix Architects & Engineers, 702, Marathon Max, Mulund Goregoan Link Road, Mulund (W), Mumbai - 400 080.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Description of Amenities of Whole Project)

COMMON AMENITIES

1. Paved Access.
2. Recreation space with event space, landscaped garden with Jogging Track, Play Park equipments and Concrete Paving all around the building.
3. Grand Entrance Lobby with High Speed Elevators.
- 4.* Membership to Club House with Health Club, Indoor Sport Facility, Swimming Pool, Gymnasium.
- 5.* Multilevel Car Parking.
6. Well designed compound walls and Security gates shall be provided.

*Item 4& 5 are charged as provided in the Agreement.

The common areas and amenities as mentioned in this Schedule for the Whole Project shall be completed at the time when the Real Estate Project namely 'Marathon Nexzone Antilia-2' in the Whole Project is completed.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(Description of Common Amenities of Real Estate Project)

1. Basement/s
2. Stilt/s
3. Podium/s
4. Car parks
5. Staircase/s
6. Entrance Lobby

- 7. High Speed Lifts
- 8. Fire Fighting Facility as per local norms

The common areas and amenities as mentioned in this Schedule for the Real Estate Project shall be completed on completion of the Real Estate Project.

THE EIGHTH SCHEDULE ABOVE REFERRED TO
(Description of Internal amenities of the Real Estate Project)

INTERNAL AMENITIES

- 1. The structure shall be of R.C.C. with excellent exterior elevations on all sides.
- 2. All rooms with ceramic tiles flooring.
- 3. Walls and ceiling shall be painted in Oil Bound Distemper paint.
- 4. Granite Kitchen platform with Stainless Steel Sink shall be provided.
- 5. Kitchen wall above platform shall be finished with Ceramic Tiles up to 2' height and painted in Oil Bound Distemper paint above 2'.
- 6. All the Toilets shall be Designers Toilets with Ceramic tiles up to door frame height.
- 7. All the Toilets shall have concealed plumbing with I.S.I. quality fittings.
- 8. All the flats shall have storage type boiler in master toilet & geyser in common toilet for hot water facility, ISI make sanitary ware & CP fitting.
- 9. All the Windows shall be made of powder coated Aluminum heavy sections.
- 10. All the door frames shall be made of Red Marandi Wood and all living & bed rooms shutters shall be Solid Core Flush Doors with both side laminated, toilet door shutters shall be Flush Doors with one side veneer and one side laminate finish.
- 11. Intercom system at security gate for the communication in each flat shall be provided. M.T.N.L./B.S.N.L/other service provider telephone wiring shall be concealed.
- 12. Provision for T.V. cable connections in each flat shall be provided with concealed Plug Points.
- 13. C.C.T.V. security system shall be provided to screen visitors at ground floor.
- 14. All the Electrical wiring shall be concealed and of Copper wire. Circuit Breakers shall be provided in place of Fuses.

The particulars of the brand and pricing are separately listed in the **Annexure “11”** annexed hereto.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale in the presence of attesting witness, signing as such on the day first above written.

SIGNED, SEALED AND DELIVERED)
by the withinnamed “**Promoter**”)
Sanvo Resorts Private Limited)
By the hand of its Authorized Signatory)

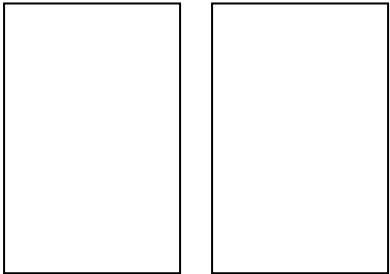
_____)
in the presence of

1. _____

2. _____

SIGNED AND DELIVERED
by the within named “**Allottee/s**”

)
)
)
)
)



in the presence of

1. _____

2. _____

DRAFT

List of Annexures

- | | |
|--|--|
| Annexure “1” | - Receipt |
| Annexure “2” | - Sanctioned Layout Plan |
| Annexure “3” | - Order dated 20/10/2012 bearing reference No. MASHA/L.N.A.1(B)/ P.K.173/ 2011 for the development of Sale Building sanctioned by the Collector of Raigad. |
| Annexure “4” | - CIDCO has vide its order dated 09/01/2018 bearing reference No.CIDCO/NAINA/PANVEL/Kolkhe/BP-81/Amended CC/2018/1095 granted Commencement Certificate. |
| Annexure “4A” | - CIDCO has vide its order dated 26/03/2018 bearing reference No. CIDCO/NAINA/Panvel/Kolkhe/BP-81/Part OC/2018/1431 granted Part Occupation Certificate |
| Annexure “4B” | - CIDCO has vide its order dated 02/05/2019 bearing reference No. CIDCO/NAINA/Panvel/Kolkhe/BP-81/Part OC/2019/489/SAP/282 granted Part Occupation Certificate |
| Annexure “5” | - The authenticated copies of the Survey Register for 7/12 Extract (Village Form VII-XII) with respect to the Larger Land |
| Annexures “6” & “6A” | - Title Report dated 24/07/2012 issued by M/s Wadia Ghandy & Co. and Addendum to Title Report dated 13/07/2017 issued by Adv. Prasanna Tare |
| Annexure “7” | - Sanctioned Floor Plan |
| Annexure “8” | - Premises and Transaction Details |
| Annexure “9” | - RERA Certificate |
| Annexures “10”, “10A” & “10B” | - Proposed Layout Plan |
| Annexure “11” | - Particulars of the brand and pricing of Internal Amenities of the Real Estate Project |