

Booking/Allotment Letter

Date – __/__/____

Project Name: "MARVEL CERISE A BUILDING"

From:

1) Applicant 1

Name of Allottee) - _____ Designated e-mail id - _____

DOB - _____

Occupation - _____

PAN no - _____

Adhar Card no - _____

2) Applicant 2

Name of Allottee) - _____ Designated e-mail id - _____

DOB - _____

Occupation - _____ PAN No - _____

Adhar card no - _____

Permanent Address in detail (this will appear in agreement)

Correspondence address in details (for future communication)

Booking Source _____

Broker Name _____ Contact no: _____

Company: _____ RERA reg no: _____

To:

M/s Marvel Realtors And Developers Limited Subject: Flat no:_____ Bldg no:_____ Wing: A of proposed building known as "_____" of the said project at "MARVEL CERISE A BUILDING"

Sir,

I intend to purchase from you the above referred flat. My offer is as under:

Sr no	Particulars	
1	Flat no : Bldg no : Wing: Carper area(in sq mtr) : Floor :	
2	Agreement Cost	
3	Parking Cost	
4	Stamp Duty	
5	Registration charges	
6	GST	
7	Total	

*Taxes as applicable will be charges extra. Any changes/revision by the Govt.

would be charge accordingly. Payments required on signing:

- i) Cheque for signing amount: Rs.
- ii) Cheque for GST: Rs.
- iii) Online payment of TDS: Rs.
- iv) Online payment of stamp duty & registration charges: Rs.

I am/ we are depositing herewith the amount of Rs. ____/- (Rs) in Cheque No. _____ date__ drawn on__ Bank

Branch_____with this application as an application money. (Pls note amount should not be more than 10 % of apartment cost) We understand that the Allotment/ Agreement and/ or booking of the shall only be by the execution of agreement and passing of the receipt of the application money does not amount of the Allotment/ Agreement of the said Flat. The entire discretion to reject this application without any reasonable cause remains with Marvel Realtors And Developers Limited.

If my offer is accepted by you I shall get the Agreement in respect of the said apartment executed and registered from you within a period of 30 days from the date hereof. In such event the deposit amount paid as above shall be adjusted towards the total purchase price of the said apartment.

However, in the event you reject my offer or I fail to get the said Agreement executed and registered within the stipulated period then you are entitled to sell/allot the said flat to any third person without taking any prior consent from me. In such event you will be entitled to refund the said amount without interest after deducting there from costs incurred by you, by issuing a cheque of the said amount in my name. After the stipulated period of 30 days will not be entitled to make any claim in the aforesaid Flat No.____. My Bank Account No. is_and Bank is thereby authorize you to deposit my deposit refund to my above account

The submission of this offer letter does not create my/our rights or interests in any way in the said unit stated above. We shall have no claim against you _____in case my/our offer stated herein has not been accepted by, you except to the extent of the refund of the amount paid to you for the purpose of booking

Thanking you,

Customer

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at Pune this ____ day of _____ in the Christian Year Two Thousand and _____ BETWEEN I) MARVEL OMEGA BUILDERS PRIVATE LIMITED, a company limited (formerly known as "WINDSHIELD DEVELOPERS PRIVATE LIMITED") by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at 3rd Floor, above IDBI Bank, Arthavishwa Building, Lane No. 5, Koregaon Park, Pune – 411 001, the hand of its duly constituted attorney Marvel Realtors And Developers Limited, (formerly known as Marvel Promoters & Developers (Pune) Private Limited), by the hand of one of its Director, SHRI.VISHWAJEET SUBHASH JHAVAR, AND II) Marvel Realtors And Developers Limited, (formerly known as Marvel Promoters & Developers (Pune) Private Limited), a company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 301-302, Jewel Tower, Lane No. 5, Koregaon Park, Pune- 411001, by the hand of one of its Directors, SHRI. VISHWAJEET SUBHASH JHAVAR, No. I and II hereinafter referred to collectively as "the Promoters" and individually as "Nos. I and, II, of the Promoters" respectively (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and assigns) of the One Part AND,

1. _____

2. _____

Hereinafter referred to as "the Purchaser/s" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) of the Other Part;

WHEREAS No. [I] of the Promoters are the Owners a Contiguous block forming of all those pieces and parcels of land or ground admeasuring Hectares 00=49 Ares and Hectares 02=00 Ares bearing Hissa Nos. 2/1A/1A/1 and 2/1A/3 respectively of land bearing Survey No.58 situate, lying and being at Village Kharadi within the Registration Sub-District of Taluka Haveli, District Pune and within the extended limits of the Municipal Corporation of Pune and falling in the "Residential" Zone under the Draft Development Plan for the extended areas of the City of Pune currently in force and which contiguous block is hereinafter referred to as the said "Land" and more particularly described in the First Schedule hereunder written;

AND WHEREAS vide an Agreement dated 11.05.2010 (duly registered under Serial No.4882 of 2010, with Sub-Registrar –Haveli, VIII, Pune) executed by and between, Nos. [I], of the Promoters herein on One Part and No.[II] of the Promoters herein on the Other Part (hereinafter referred to as "the said Agreement"), the said parties agreed to develop the above said land on a "principal to principal" basis and on the terms and conditions therein contained;

AND WHEREAS pursuant to the said Agreement dated 11.05.2010, the No. [I] of the Promoters executed a Power of Attorney dated 11.05.2010 (duly registered under Serial No. 4883 of 2010, with Sub-Registrar –Haveli, VIII, Pune) in favour of the Nos. [II] of the Promoters herein, thereby authorizing it to do, execute or perform all acts, matters and deeds pertaining to development and transfer of the said lands which formed the subject matter of the said Agreement.

AND WHEREAS by virtue of the above recited Documents the Promoter is entitled to develop the said Land more particularly described in the First Schedule hereunder written by construction of multi-storied Building/s containing Units or other Structures thereon and to enter into Agreements for Sale of such Flats/Units with prospective purchasers thereof under the provisions of the Maharashtra Ownership Flats Act, 1963 or otherwise howsoever exploit the commercial potentiality of the said land and to receive and appropriate the sale proceeds thereof or benefits therefrom.

AND WHEREAS the Promoter applied for and obtained sanction from the Municipal Corporation of Pune vide its Commencement Certificate dated 01.11.2010 bearing No. CC/2562/10/37 and Commencement Certificate dated 18/12/2010 bearing No.CC/3194/10 for building layout and building plan and specifications in respect of the said land and whereas the Promoter may revise the building plans and specifications in respect of the said Building from time to time.

AND WHEREAS vide his Order dated 31.03.2011 bearing No. PMH/NA/SR/1035/10, made under the provisions of Section 44 of the Maharashtra Land Revenue Code, 1966, the Collector, District Pune has permitted non-agriculture use of the said land

AND WHEREAS the provisions of the Urban Land (Ceiling & Regulation) Repeal Act, 1999 apply to the said Contiguous Block held by No. II of the said Promoters.

AND WHEREAS the Promoters have entered into a standard Agreement with M/s. Malwadkar Architects who are registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects and the Promoters has appointed Shri. Rajesh Mankhani for the preparation of the structural design and drawings of the said buildings and the Promoters accept the professional supervision of the said Architects and the said Structural Engineer till the completion of the complex;

AND WHEREAS Marvel Omega Builders Private Limited, was formerly known as WINDSHIELD DEVELOPERS PRIVATE LIMITED. However, by and under an order dated March 04, 2016, passed by the Hon'ble High Court, Bombay, in the Company Scheme Petition No. 649 of 2015, WINDSHIELD DEVELOPERS PRIVATE LIMITED, came to be amalgamated with Marvel Omega Builders Private Limited, and since thereafter, wherever the context

so requires the said company shall be treated as Marvel Omega Builders Private Limited.

AND WHEREAS Marvel Realtors And Developers Limited was formerly known as Marvel Promoters & Developers (Pune) Private Limited. However, by and under an order dated June 08, 2017, passed by the Company Law Tribunal, Mumbai Bench, in the Company Scheme Petition No. 227 of 2017, Marvel Promoters & Developers (Pune) Private Limited, came to be amalgamated with Marvel Realtors And Developers Limited, and since thereafter, wherever the context so requires the said company shall be treated as Marvel Realtors And Developers Limited.

AND WHEREAS after deducting from the area of the said Larger Land [i.e. 24,900 sq.mtrs] the areas of the following i.e.

- (a) Space for MSEDCL Sub-Station – 118.32 sq.mtrs.
- (b) Amenity Space admeasuring - 3658.88 sq.mtrs.
- (c) Area under 18 Mtr. D P Road – 267.53 sq.mtrs
- (d) Area under Internal Road – 11918.54 sq.mtrs

the net area of the Land is 18927.73 sq.mtrs and which is hereinafter referred to as "the said Land and more particularly described in the First Schedule hereunder written;

AND WHEREAS as per the said revised sanctioned Layout Plans dated 05.04.2014, the "Whole Project" [to be known as "MARVEL CERIES"] is to consist of Four Buildings containing Residential Flats with the first Building consisting of Wings "A" and the second Building to consist of Wings "B", "C" and "D" and whereas Wings "A", "B", "C" and "D" are connected at common basement level;

AND WHEREAS Wings "A", "B", "C" and "D" consists of Twelve Floors above Basement and the Building Plans in respect thereof have been duly sanctioned by the Municipal Corporation of Pune while Wing "B" is to consist of a Basement and Twelve Upper Floors, however only Two flats on the first Floor thereof are yet to be sanctioned;

AND WHEREAS the said Whole Project known as "MARVEL CERIES" has been divided into Projects "Marvel Cerise A Building" and "Marvel Cerise B, C, D Building" while the said Project "Marvel Cerise B, C, D Building" is further sub-divided into Phases I and II as shown below:-

(a) Project "Marvel Cerise A Building" – Tower "A", Twelve Floors above Basement Level containing Residential Flats.

(b) Project "Marvel Cerise B, C, D Building" -

(i) Phase I of Project "Marvel Cerise B, C, D Building" - Twelve Floors above Basement level of Buildings B, C and D.

(ii) Phase II of Project "Marvel Cerise B, C, D Building" - Remaining Two flats on the first Floor above Building "B".

AND WHEREAS while sanctioning the said Building Layout and Building Plans the Municipal Corporation of Pune has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Project and upon due observance and performance of which only the Completion Certificates in respect of the said Project shall be granted by the said Municipal Corporation of Pune;

AND WHEREAS the said Project "Marvel Cerise A Building" is an "on-going" Project within the meaning of Section 3 of the Real Estate (Regulation & Development) Act, 2016 and hence the Promoter proposes to apply for Registration of the said Project with "MAHA – RERA";

OR

AND WHEREAS the Promoters have applied to "MAHA-RERA" for Registration of the said Project under the provisions of Section 3 of the Real Estate (Regulation & Development) Act, 2016 and the Promoters have received such Registration; a copy of such Registration Certificate is annexed hereto as **Annexure "**";

AND WHEREAS the Promoters have received all the approvals from the concerned authorities for implementation of the said Project "Marvel Cerise A Building" and the Promoters shall take all steps and do all acts, matters or things necessary for obtaining Completion Certificate/s in respect of the said Project after the physical completion thereof;

AND WHEREAS, in the circumstances, the Promoters are entitled to implement the said Project "Marvel Cerise A Building" and sell the Flats in the said Project "Marvel Cerise A Building" and to enter into Agreement for Sale with Flat Purchaser/s and to receive the sale consideration in respect thereof;

AND WHEREAS the Purchaser/s has / have demanded from the Promoters and the Promoters have given inspection to the Purchaser/s of all the documents of title relating to the said Land, the plans, designs and specifications in respect of the said Project "Marvel Cerise A Building" and the Flat hereby agreed to be sold and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS, the Purchaser/s hereby confirms that the Promoters have handed over to the Purchaser/s a draft of this Agreement along with all Schedules and Annexures before purchasing the Flat and after reading and having understood the contents of such draft along with all Schedules and Annexures, the Purchaser/s is/ are entering into this Agreement for purchase of the Flat.

AND WHEREAS the Purchaser/s has/have agreed to purchase the Residential Flat admeasuring _____ sq. mtrs carpet area [as defined herienbelow] bearing No._____ to be situate on the _____ floor of Wing "_____" in the said Project "Marvel Cerise A Building" under construction by the Promoters on the said Land together with the Enclosed Balcony admeasuring _____ sq.mtrs. carpet area and further TOGETHER WITH the exclusive right of user of the Open Terrace at eye-level having an area of _____ sq. mtrs carpet area appurtenant thereto AND FURTHER TOGETHER WITH the exclusive right of user of _____ covered Car Parking Space situate in the Basement / Stilt

Floor (the said residential Flat along with attached Terrace and Parking is hereinafter referred to for the sake of convenience and brevity as "the said Unit") on the terms and conditions set out hereinafter and whereas the said Wing "____" in which the Unit is housed is hereinafter referred to as "the said Building" and whereas the said Unit is more particularly described in the Second Schedule hereunder written;

AND WHEREAS following documents have been Annexed to this Agreement, details of which are as follows.

Annexure "A" - Copy of the Certificate of Title of the Promoters to the said Land issued by the Advocate of the Promoters.

Annexure "B" - Copy of the Extracts of Village Form VII/XII in respect of the said Larger Land.

Annexure "C" - Copy of the internal plan of the said Unit agreed to be purchased by the Purchaser/s.

Annexure "D" - Copy of the Commencement Certificate of the said Whole Project.

Annexure "E" - Copy of the Sanctioned Layout of the said Whole Project.

Annexure "F" - Copy of the "N.A." Order in respect of the said Larger Land.

Annexure "G" – Copy of the Environmental Clearance Certificate.

AND WHEREAS, the Promoters and Purchaser/s have relied 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;

AND WHEREAS, under Section 13 of the said Act the Promoters are required to execute a written Agreement for sale of said Unit with the Purchaser/s

being, in fact, these presents and also to register the Agreement under the Registration Act, 1908;

NOW THESE PRESENTS WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

- 1) The Promoters have commenced with the construction work of the said Project "Marvel Cerise A Building" of the said Whole Project to be known as "**MARVEL CERISE**" on the said Land more particularly described in the First Schedule hereunder written. The said Project " Marvel Cerise A Building" [consisting of Wing "A" containing Residential Flats] is hereinafter referred to as "the said Project".
- 2) The Promoters shall construct the said Project and the said Unit in accordance with the plans sanctioned by the concerned Authorities and in accordance with the terms and conditions mentioned in this Agreement.
- 3) The Purchaser/s hereby declare/s that before execution of this Agreement, the Promoters have made full and complete disclosure and the Purchaser/s has/have taken full and free inspection of, inter-alia, the following:
 - (a) Nature of the title of the Promoters to the said Land along with the relevant Documents.
 - (b) All the plans sanctioned by the Municipal Corporation of Pune in respect of the said Project proposed to be constructed on the said Land.
 - (c) The common Amenities and facilities of the said Project and the said Whole Project.
 - (d) Nature and particulars of fixtures, fittings, and amenities to be provided in the said Unit hereby agreed to be sold.
 - (e) The nature of organization of persons to be constituted of all Purchaser/s of Units in the said Project to which title is to be

passed being a Co-operative Housing Society governed by the provisions of the Maharashtra Co-Operative Societies Act, 1960.

4) The Purchaser/s hereby declare/s that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Promoters, the Purchaser/s, with full knowledge thereof, has/have entered into this Agreement.

5) The Promoters declare that:

(a) The said Unit and the said Project shall be constructed in accordance with the plans and specifications approved and sanctioned by the Municipal Corporation of Pune. The said Unit shall be built as per the specifications, which are set out in the Fifth Schedule hereunder written.

(b) Possession of the said Unit agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Promoters on or before _____ provided that the Purchaser/s shall have made payment of the installments towards the purchase price along with the applicable Taxes and other charges/deposit as mentioned in Clause No.18 to 20 of this Agreement as agreed upon without delay at the times stipulated for payment therefor.

(c) The carpet area of the said Unit shall be _____ sq. mtrs.. For the purposes of this Clause and this Agreement, "carpet area" shall mean the net usable floor area of the said Unit, excluding the area thereof covered by the external walls, areas under service shafts (if any), exclusive balcony, dry balcony and open terrace area but includes the area covered by the internal partition walls of the said Unit. The carpet area of the said Unit shall be subject to a variation of plus and minus 3%.

(d) The Promoters shall, within the time prescribed therefor under the provisions of Real Estate (Regulation and Development) Act 2016 and the Rules and Regulations made thereunder, take necessary steps for formation of a Co-operative Housing Society governed by

the provisions of the Maharashtra Co-operative Societies Act, 1960 of all the Purchaser/s of units in the said Project.

- 6) The said Unit hereby agreed to be sold is intended and shall be used for permissible residential purposes only and the Purchaser/s undertake/s that the said Unit shall not be used by the Purchaser/s for any other purpose whatsoever. The Purchaser/s shall not enclose the Open Terrace and/or Parking Space or to utilize the Parking Space for any purpose other than for Parking of Vehicles. The said Open Terrace at eye-level and the said Parking Space shall be deemed to be appurtenant to the said Unit.
- 7) The Purchaser/s hereby accept/s and shall always be deemed to have accepted the title of the Promoters to the said Land and he/she/ they agree/s not to raise any requisition or objection in respect thereof.
- 8) As mentioned above, the Purchaser/s has/have agreed to purchase / acquire said Unit bearing No. _____on _____floor, in Wing "_____" of the said Project to be known as "MARVEL CERISE" at or for the mutually agreed total lumpsum consideration of Rs._____/-(Rupees_____ Only) including Rs. _____ being the proportionate price of the common Amenities and facilities which are more particularly described in the Third Schedule hereunder written.
- 9) The above price does not include expenses for Stamp Duty, Registration Fees and Charges and the amounts specified in Clause No. 18 to 20 herein below. The sale of the said Unit is on the basis of Carpet area only. The Purchaser/s shall make payment of the said agreed consideration amount along with the applicable Taxes by local Cheques / Demand Drafts / Bank Pay Orders drawn /issued on/in favour of the Promoters according to the Schedule of Payments set out in the Fourth Schedule hereunder written. The Promoters shall have a first charge/ lien on the said Unit to the extent of all amounts receivable by the Promoters from the Purchaser/s under the terms hereof. It is hereby clarified that the Promoters shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Building in which the said Unit is housed and of the said Unit itself and the Promoters shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the Fourth Schedule hereunder written and to demand from the Purchaser/s

the aggregate of the installments towards the agreed consideration amount along with the applicable Taxes as mentioned in the Fourth Schedule hereunder written.

- 10) The Promoters shall hand over the Possession of the said Unit to the Purchaser/s within the date specified in Clause No.5 (b) above and will complete the entire Project on or before _____.
- 11) The mutually agreed 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 Promoters undertake and agree that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.
- 12) The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Purchaser/s, obtain from the concerned local authority Completion Certificate in respect of the said Unit.
- 13) The Promoters hereby represent and warrant to the Purchaser/s as follows:
 - i. The title of the Promoters to the said Land is free, clear and marketable and the Promoters have the requisite right to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the said Project.
 - ii. The Promoters have lawful rights and requisite approvals from the Competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project.

- iii. That, save and except such Simple Mortgage created in favour of VISTRA ITCL (INDIA) LIMITED on the said Land and construction to be carried out thereon as security for due repayment of Project Finance availed of by the Promoters from the said Company, there are no other encumbrances on or in respect of the said Land.
- iv. There is no litigation pending before any Court of law with respect to the said Land.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the said Project and said Land 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 said Project and said Land shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project and said Land.
- i. The Promoters have 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 Purchaser/s created herein, may prejudicially be affected;
- vii. The Promoters have 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 said Project and said Land which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Unit to the Purchaser/s in the manner contemplated in this Agreement;
- x. The Promoters have 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 said Project and said Land to the Competent Authorities;

- 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 said property) has been received or served upon the Promoters in respect of the said Project and the said Land.

14) The Purchaser/s hereby agree/s to pay all amounts due and payable under this Agreement within 15 days from the date of receipt of intimation by way of E-mail on the email id provided in this Agreement or under Registered Post / Private Courier at the address provided in this Agreement and Telephonic Messages on the cell phone number of the Purchaser/s mentioned in this Agreement. It is hereby agreed that the time for payment of all dues under this Agreement by the Purchaser/s to the Promoters is the essence of the contract. It is hereby expressly agreed that if, for any reason whatsoever, the Purchaser/s fail/s or delay/s to make payment of any of the said dues within a period of fifteen days from the date of receipt of intimation given by the Promoters, then Purchaser/s agrees to pay interest as specified in the Rules (2% + State Bank of India highest Marginal Rate of Interest) on all the delayed payments from the date the said amount is payable till the date of payment. However if the Purchaser/s commits three defaults of any such payment of installments, the Promoters shall at its own option, may terminate this Agreement : Provided that, Promoters shall give notice of fifteen days in writing to the Purchaser/s, by E-mail on the email id provided in this Agreement or under Registered Post / Private Courier at the address provided in this Agreement and Telephonic Messages on the cellphone number of the Purchaser/s mentioned in this Agreement of the Promoter's intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Promoters within the period of notice, then at the end of such notice period, Promoters shall be entitled to terminate this Agreement. Provided further that upon termination of this

Agreement as aforesaid, the Promoters shall refund without interest to the Purchaser/s the amounts paid by Purchaser (after deducting 10% of Total consideration towards administration and other expenses etc which shall stand forfeited) within a period of thirty days of such termination. The Stamp Duty, Registration Fees and Charges paid on registering this Agreement and also Service Tax, Value Added Tax, GST or any other taxes paid till date on the installments shall not be taken into account while calculating the amounts paid by the Purchaser to the Promoters. The Purchaser/s shall only have a money claim simplicitor on the Promoters for refund of all such amounts due to the Purchaser/s from the Promoters. The Promoters shall be fully entitled to deal with and dispose off the said Unit in such manner as the Promoters deem fit and proper without recourse or reference to the Purchaser/s.

15) Subject to what is stated in the next succeeding Clause, in the event the Promoters fail and/ or neglect to complete the said Unit and hand over possession thereof to the Purchaser/s within the stipulated period and if the Purchaser/s does not intend to withdraw from the Project then Promoters agree to pay interest as specified in the Rules, (i.e. 2% + State Bank of India highest Marginal Rate of Interest) on the aggregate of all amounts paid by the Purchaser/s to the Promoters pursuant to this Agreement and such interest shall commence from the date of scheduled completion mentioned in Clause 5 (b) above and upto actual completion of the said Unit and handing over of possession thereof to the Purchaser/s. The Promoters shall be entitled to set off any amount payable by the Purchaser/s to the Promoters as and by way of interest on any delayed instalment from the aggregate of the amounts payable by the Promoters to the Purchaser/s towards interest as aforesaid.

16) As stated above, the Promoters shall give possession of the Unit to the Purchaser/s on or before _____. If the Promoters fail or neglect to give possession of the Unit to the Purchaser/s on account of reasons beyond its control and of its agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the said Unit with interest (2% + State Bank of India highest Marginal Rate of Interest) from the date the Promoters received the sum till the date the amounts and interest thereon is repaid. The said amount and interest shall be charged on the said Unit to

the extent of amounts due, but subject to any prior encumbrances. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of the said Unit is delayed on account of –

- i) War, Civil Commotion or Act of God.
- ii) Any notice, order, rule, notification of Government, Municipal Corporation of Pune or other Public or Competent Authority which prevents the Promoters from carrying out with the work of development and construction on the said Land.
- iii) Any delay on the part of the Municipal Corporation of Pune or any other Public Body or Authority including the M.S.E.D.C.L, in issuing or granting necessary Certificates / Noc's / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Project under construction by the Promoters on the said Land.
- iv) Any additional work in the said Unit undertaken by the Promoters at the instance of the Purchaser/s/s.
- v) Any Delay or default by the Purchaser/s in making payments as per terms and conditions of this Agreement (without prejudice to the right of the Promoters to terminate this agreement under Clause 14 mentioned hereinabove).
- vi) Any other reasons beyond the control of the Promoters.

17) The Promoters shall offer the possession of the Unit to the Purchaser/s in terms of this Agreement in writing within seven days of receiving the Completion Certificate and the Purchaser/s shall take possession within fifteen days of the Purchaser/s receiving such intimation. The Promoters shall give possession of the Unit to the Purchaser/s only after the Purchaser/s has/ have paid to the Promoter/s all amounts along with all applicable taxes and deposits under this Agreement. The Promoters agree and undertake to indemnify the Purchaser/s in case of failure of fulfilment

of any of the provisions, formalities, documentation on part of the Promoters. The Purchaser/s shall take possession of the said Unit after inspecting the same and satisfying itself / herself / themselves that the same has been constructed in accordance with the Building Plans sanctioned in respect thereof, that the carpet area thereof is as mentioned herein (subject to a variation of plus and minus 3%) and that the same has been provided with the Amenities agreed upon and that the quality of the workmanship and material used is of the requisite quality. Subject to what is stated above, save and except any latent defects which become visible during the said defect liability period, the Promoters shall not be obliged to entertain any complaint or claim made by the Purchaser/s/s in respect of the said Unit after possession thereof has been handed over to the Purchaser/s.

18) On or before commencement of the work of Brick & Plaster Work of the said Unit, the Purchaser/s agree/s to make payment of Rs._____/-(Rupees _____ Only) to the Promoters towards Infrastructure Charges.

19) On or before taking possession of the said Unit hereby agreed to be sold/purchased, the Purchaser/s shall deposit with the Promoters a sum of Rs._____/-(Rupees _____ Only). The Promoters shall deposit the said Deposit and the other similar deposits received from the other Purchaser/s of Units in the said Project in a separate bank account opened for that purpose and shall transfer all amounts lying in such account to the account of the Society to be formed of all Purchaser/s of Units in the said Project. The said deposit shall be utilized for the building up of a fund of the Society for major repairs/maintenance of the Common facilities and infrastructural of the said Project in future. However if the Promoters deem it necessary, the interest accrued on such Deposits shall be applied for meeting all expenditure for maintenance/ repair/ improvement of the common areas and facilities of the said Project as set out in the Sixth Schedule hereunder written.

20) From the date the Promoters intimate to the Purchaser/s that the said Unit is completed, the Purchaser/s shall be obliged to make payment of his / her / their pro-rata share of the expenses and outgoings of the Common Areas and Facilities of the said Project. The Purchaser/s/s shall be liable to make payment of such contribution within 15 days after notice in writing is given

by the Promoters in that behalf and until such time as the Promoters hand over maintenance and management of the said Project to an Ad-Hoc Committee formed of the Purchaser/s of Flats / Units in the said Project referred to herein below or such maintenance and management being handed over by the Promoters to the said Co-operative Housing Society formed of all the Purchaser/s of Flats/ Units in the said Housing Project, as the case may be. From the date such management and control of the said Project is handed over to the said Ad-Hoc Committee or Society, as the case may be, the Purchaser/s shall be obliged to make payment of such contribution to such Ad-Hoc Committee or Society. On or before being entitled to receive possession of the said Unit, the Purchaser/s shall be obliged to pay a sum of Rs._____/ - (Rupees _____ Only) per month as advance towards Maintenance Charges and on the GST applicable on Maintenance Charges to the Promoters representing the pro-rata contribution of the Purchaser/s towards the expenses and outgoings of the Common Areas and Facilities of the said Project as set out in the Sixth Schedule hereunder written, for a period of 12 (Twelve) months from the date the Promoters intimate to the Purchaser/s that the said Unit is completed. This amount is independent of and in addition to the Deposit referred in the Clause No.19 above. The Purchaser/s shall be obliged to make contribution towards the expenses and outgoings of the Common Areas and Facilities of the said Project to the Promoters until such time as the Maintenance and Management of the said Project is so handed over to the Ad-Hoc Committee or Society, as the case may be. In the event of the amount so collected for maintenance repair and upkeep of the Common Areas and Facilities of the said Project, being found at any time to be insufficient, then the Purchaser/s herein and the purchaser/s of other Units shall be obliged to make further contributions towards the same failing which the Promoters shall be entitled to utilize the principal amount of the Deposits and/or the interest accrued on such Deposits mentioned in this Clause.

- 21) The Purchaser/s shall make payment to the Promoters of GST as applicable who shall thereupon make payment of the same to the Government as prescribed by Law. If, however, at any time hereafter, the rates of such GST are increased or decreased by the Government, the amount payable by the Purchaser/s to the Promoter under this Clause shall

vary accordingly. In addition to the above, the Purchaser/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge and other Taxes as are or as may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Unit by the Promoters to the Purchaser/s before or after taking the possession of the said Unit as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Purchaser/s shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Promoters, the Purchaser/s shall be liable to reimburse the same together with interest accrued thereon to the Promoters and the Purchaser/s hereby agree/ agrees to indemnify and keep indemnified the Promoters from or against all loss or damage suffered or incurred by the Promoters as a result of non-payment by the Purchaser/s of any such taxes, duties etc.

- 22) If within a period of five years from the date of handing over the said Unit to the Purchaser/s, the Purchaser/s brings to the notice of the Promoters any structural defect in the Unit in which the said Unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act. The Purchaser/s shall not, without the prior written consent of the Promoters carry out any alterations of whatsoever nature in the said Unit or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. The Purchaser/s shall also not chisel or cause damage to the columns, beams, walls, slabs, R.C.C. members and other structural members or damage the water proofing of the flooring of the said Unit. If any of such works are carried out without the written consent of the Promoters, the liability of the Promoter under the Real Estate (Regulation and Development) Act 2016 to rectify defects automatically shall become void and Purchaser/s shall be liable to pay all costs and damages towards restoration, repairs etc. arising from such unauthorized works. The word "Defect" shall not mean defect/s caused by normal wear and tear and by negligent use of said Unit by the Purchaser/s, Occupants, vagaries of

nature etc. It shall be the responsibility of the Purchaser/s to maintain the said Unit in a proper manner and take all due care needed including but not limited to the joints in the tiles in his Unit are regularly filled in with white cement/epoxy to prevent water seepage. Notwithstanding anything to the contrary contained hereinabove as regards Items/ Goods/ Systems such as Lifts, Fire-Fighting Equipment, Solar Heating System, Sewage Treatment Plant, Organic Waste Converter, Sanitary Fittings and C.P. Fittings to be provided by the Promoter in the said Project and/or in the said Unit, the Promoter's liability for any manufacturing defects therein shall be concurrent with and be limited to the period of Warranty given by the Manufacturers of such Items/ Goods/ Systems and shall not extend beyond such periods. Further, such warranties pertaining to such Items/ Goods/ Systems which require periodic maintenance shall become null and void if such periodic maintenance in manner and by the entity prescribed by such Manufacturer is not attended to by the Co-operative Housing Society formed of the purchasers of Flats in the said Project. That the Purchaser/s has/have been made aware and the Purchaser/s expressly agrees that the regular wear and tear of the said Unit/Building/said Project includes minor hairline cracks on the external and internal walls excluding the RCC Structure which occur due to variation in temperature of more than 20C and which do not amount to structural defects and hence cannot be attributable to either bad workmanship or structural defect.

- 23) Upon all the Unit Purchaser/s co-operating and executing necessary papers, the Promoters herein will form a Co-operative Housing Society. The Purchaser/s of all Units in the said Project, including the Purchaser/s/s herein, shall become members of such Society. The Purchaser/s shall, within seven days from the Promoters calling upon him/her/them to do so, execute all deeds, documents and papers for or in connection with the formation and registration of the Society and Bye-laws thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Purchaser/s as may be required by the authorities concerned or as may be desired by the Promoters to protect the rights and interest of the Promoters and the Purchaser/s agree/s to be bound by the said additions and alternations and hereby covenant/s and undertake/s not to take any objection or action in the matter or to do anything whereby the rights and interest of the Promoters and Purchaser/s

of the Units may be affected, prejudiced and endangered in any manner or likely so to be.

24) The Purchaser/s of all of such Units shall be admitted as members of the said Society which shall be formed with the same rights and the same benefits and subject to the same obligations as those of the Purchaser/s herein and other members of such Society without any reservations or conditions. However, it is clarified that before the Purchaser/s herein is/are admitted as Members of any such Society, the Purchaser/s shall have paid/cleared all his/her/their dues under the terms hereof to the Promoters and /or said Society, including amounts by way of contribution towards the Common Expenses and Outgoings of the said Project.

25) The Promoters shall be entitled to entrust the management and control of the said Land and the said Project thereon to an Ad-Hoc Committee of the Unit Purchaser/s for looking after maintenance and management thereof only including collection and disbursement of contributions from the Purchaser/s of Units in the said Project towards payment of outgoing and expenses referred to herein. In such event, the Promoters shall not be under any obligation or liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment therefor or any matter concerning maintenance or management of the said Land and Project thereon and liabilities in that behalf shall be that of the Ad-hoc Committee of the Unit Purchaser/ss. In the event of the management being entrusted as provided hereinabove, the right so granted to the Ad-hoc Committee shall extend only to manage the said Land and the Project standing thereon and the common areas thereof etc. and pay the outgoings. The entrustment of the management as aforesaid shall not affect the rights of the Promoters provided under this Agreement, nor shall such an act on the part of the Promoters be deemed to be a waiver of the rights of the Promoters under this Agreement.

26) The Purchaser/s/s hereby irrevocably consents and authorize/s the Promoters to represent him/her/them in all matters regarding property tax assessment and reassessment before the Concerned Authorities and all decisions taken by the Promoters in this regard shall be binding on the Purchaser/s. The Promoters may, till the transfer of the said Land and

buildings thereon to the said Society, represent the Purchaser/s/s and his/her/their its interest and give consents, NOC's and do all necessary things in all departments of the Municipal Corporation of Pune, the Government of Maharashtra, MSEDCL on behalf of the Purchaser/s and whatsoever acts done by the Promoters on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s and the same shall be binding on the Purchaser/s.

27) It is hereby clarified that the Promoters herein shall be deemed to be a Liaisoning agency for applying for all Municipal Corporation of Pune and other amenities and services such as water, electricity, drainage etc. and the Promoters undertake to comply with all statutory and other requirements of the concerned legal body or authority for the purpose. However, the Promoters shall not be held responsible or liable for any delay or non-performance on the part of any such Municipal Corporation of Pune and other body or authority or MSEDCL in providing such amenities, services or facilities to the Project on the said Land or to the Unit agreed to be sold hereunder.

28) It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on this Agreement including the proportionate Stamp Duty, if any, payable on the Deed of Conveyance which shall be executed by the Promoters in favour of the said Society formed of the purchasers of all Units in the said Project.

29) The Purchaser/s for himself/themselves with intention to bind all persons in to whosoever hand the Unit may come, doth hereby covenant with the Promoters as follows:

- i. To maintain the Unit at the Purchaser/s/s own cost in good tenantable repair and condition from the date of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is housed, staircase or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the building in which the Unit is situate and the Unit itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Unit any goods which are of a hazardous, combustible or dangerous nature or are so heavy as to damage the building in which the Unit is situate or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy goods or furniture to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situate including entrances of the said building and in case any damage is caused to the building in which the Unit is situate or the Unit itself on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- iii. To carry out at his/her/their own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the said Building in which the Unit is situate or the Unit itself which may be against the rules and regulations and bye laws of the concerned local authority and/or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to make or cause to be made any addition or alteration of whatsoever nature in or to the Unit or any part thereof, nor any alteration on the elevation and outside colour scheme of the said Building in which the Unit is situate and the Purchaser/s shall keep the pipelines, sewers, drains in the Unit and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Building in which the Unit is situate and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. Partis or other structural members in the Unit.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land / building

in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- vi. Not to hang clothes to dry outside the windows, throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said Land and the building in which the Unit is housed.
- vii. Pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Unit is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Purchaser/s for any purposes other than for purpose for which it is sold.
- ix. To install the Cooling Units/ Compressors of "Split Type" Air Conditioners appurtenant to the said Unit only at such places as shall be prescribed therefor by the Promoters.
- x. Not to lay/ install over the exterior of the said Building or the Common Areas thereof such as staircases, landings and ducts thereof, grills, chimney, neon signboards or electronic board/s any Electrical, Telecom Lines or Conduits.
- xi. Not to install any Dish or other Antennae for reception of Radio, Telecom or Television Signals in such manner in the said Unit whereby such Dish or other Antennae projects outside the said Unit or on any part of the exterior of the said Building or any of the Common Areas thereof, including on the terrace thereof.
- xii. The Purchaser/s/s shall not let, transfer, assign or part with the Purchaser/s interest or benefit factor of this Agreement or part with the possession of the Unit until all dues payable by the

Purchaser/s to the Promoters under this Agreement are fully paid up and on and only after the Purchaser/s/s has been put in possession of the said Unit and only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has procured the prior written permission of the Promoters for any such assignment or transfer.

xiii. The Purchaser/s shall observe and perform all the rules and regulations of the Society to be formed of all Purchaser/s of Units in the said Project may adopt at its inception and the additions, alterations or amendments thereof and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority such as the Municipal Corporation of Pune and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Unit and shall pay and contribute regularly and punctually towards the taxes, expenses or the outgoings in accordance with the terms of this Agreement.

xiv. Till the transfer of said Land and the said Project is executed in favour of the said Co-operative Housing Society to be formed of all the Purchaser/s in the said Project, the Purchaser/s/s shall permit the Promoters and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land and the building thereon or any part thereof to view and examine the state and condition thereof.

30) The Promoters shall comply with all the requirements of the Municipal Corporation of Pune for sanction of water connections of the requisite capacity for the said Project to be constructed on the said Land. However, the Purchaser/s/s herein has been made expressly aware by the Promoters that till such time as such water connections are procured and sufficient water becomes available for the said Project through such water connections, the requirement of water for the said Project shall be met from other sources, including procurement of water from Water Tanker

Agencies and that a pro-rata share incurred for such purchase shall be borne and paid by the Purchaser/s/s.

31) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all Open spaces, Parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said Project is transferred to the Society.

32) Notwithstanding anything contained hereinabove, the Promoters shall cause Conveyance of the said Buildings forming part of the said Project to be conveyed in favour of the Co-operative Housing Society to be formed of all the Purchaser/s of Units within a period of three months from the date the Promoters receive the Occupancy Certificate in respect of the said Project, provided that, by that time, the Promoters have realized all its dues from all the purchaser/s of all units in the said Project. Within a period of one year from the date the Promoters complete construction of the last building in "**MARVEL CERISE**", the Promoter shall convey the said Land and the areas, facilities, and amenities common to the said Whole Project to the Apex Society formed with the Co-operative Societies formed of the Purchasers of flats in each individual Project as its Members.

33) Before execution of this Agreement, the Promoters have procured the "NOC" of the VISTRA ITCL (INDIA) LIMITED for sale of the said Unit by the Promoters to the Purchaser / s. After execution of the this Agreement, the Promoters shall not mortgage or create a charge on the said Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s.

34) The Promoters have informed the Purchaser / s of the following that is to say:-

(a) Within the time stipulated for the same under the provisions of the said Act and Rules made thereunder, the Promoters shall form and register a Co-operative Housing Society with the Purchasers of Flats in the said Whole Project" [to be known as "MARVEL CERISE"] and Project "Marvel Cerise A Building" as its Members and after the Promoters have received all their dues from the purchasers of Flats in Project "Marvel Cerise B, C, D Building", such Purchaser/s of Flats in Project "Marvel Cerise B, C, D Building" will be admitted as Members of the said Co-operative Housing Society with the same rights and subject to the same obligations as the other Members thereof.

(b) The Promoters shall convey the said Buildings "B", "C" and "D" together with the said Land and the amenities and facilities common to the Whole Project in favour of the said Society.

(c) That the holders / occupants of Flats in the said Projects "Marvel Cerise A Building" and "Marvel Cerise B, C, D Building" will be jointly entitled to the use and benefit of such of the areas, amenities and facilities of the said Whole Project which are common to both the said Projects.

35) Forwarding this Agreement to the Purchaser/s by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Purchaser/s fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a Notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, the proposed allotment of the said Unit by the Promoters in favour of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the

Purchaser/s without any interest or compensation after deducting a sum of Rs._____/ - (Rupees _____ Only) towards "Cancellation Charges" therefrom and which amount shall stand forfeited the cancellation charges of Rs._____/ -.

36) The Promoters shall be entitled to grant lease or licence of any portion of the said Land to any Government/ Semi-Government, Local or Municipal Corporation of Pune or Authority, Municipal Corporation of Pune or to the M.S.E.D.C.L. or to any Private Party or Parties for setting up any installations for providing services such as electricity, telecommunication services, dish antennae etc. and the Purchaser/s/s herein shall not be entitled to raise any objection to such grant of lease or licence. Conveyance of the said Land and Buildings thereon in favour of the Co-operative Housing Society to be formed of all the Purchaser/s of Units shall be expressly subject to the rights created under any such Lease or Licence mentioned in this Clause.

37) A portion out of the said Land shall be earmarked for installation of a MSEDCL Transformer/ Sub-Station. Such portion will have to be demised to the MSEDCL for a period of Ninety-Nine years. In the circumstances, conveyance of the said Land and Buildings thereon in favour of the Co-operative Housing Society formed of the Purchaser/s Purchaser/s of Flats/ Units in the said Project shall be expressly subject to such lease of the said portion granted in favour of MSEDCL.

38) As stated above, the carpet area of the said Unit (as defined under the said Act) is _____ sq.mtrs. However, the Promoters have already entered into Agreements for Sale of certain Flats in "**MARVEL CERISE**" with the respective purchasers thereof under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963. In such Agreements entered into by the Promoters under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963, the carpet areas of such Flats have been shown as per the definition of "carpet area" then prevailing. Only for the limited purpose of one yardstick being employed for working out/ determining, the respective pro-rata shares of all the

purchasers of Flats in "**MARVEL CERISE**" towards the expenses and outgoings of the Common Areas and Facilities of the said Project, the Promoters clarify that the "carpet area" of the said Unit hereby agreed to be sold by the Promoters to the Purchaser as worked out under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963 is _____ sq.mtrs..

39) The Promoters have expressly informed the Purchaser/s that the Promoters propose to take the following steps for providing water to "**MARVEL CERISE**":

- a) Dig Borewells and install Submersible Pumps therein for drawing upon the ground water, to recharge such Borewells and to provide Rain Water Harvesting System for the Project.
- b) To apply and procure an one inch (or as per norms of such Body) water connection from the Municipal Corporation of Pune.

The Promoters have not given any implied or expressed warranty as to the quantity of water which shall become available for "**MARVEL CERISE**".

40) The provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder have been brought into effect from 01.05.2017 and whereas as the said Project known as "**MARVEL CERISE**" is an "on-going" Project, the Promoters herein propose to apply for Registration of the said Project under the provisions of Section 3 of the said Act within the time stipulated therefor.

41) The Promoters have named the Project under construction on the said Land as "**MARVEL CERISE**", which may be changed to any other name at the discretion of the Promoters for which the Purchaser/s/s shall not be entitled to raise any objection for such change in the name of the Project.

42) The Purchaser/s/s shall at his/her/their own costs lodge this agreement for Registration with the concerned Sub-Registrar and forthwith inform the

Promoters the Serial Number under which the same is lodged to enable the Promoters to admit execution of the same.

- 43) Any delay or indulgence by the Promoters in enforcing the terms of this Agreement shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s/s nor shall the same in any manner prejudice the rights of the Promoters hereunder.
- 44) All letters, receipts, and/or notices issued by the Promoters dispatched under R.P.A.D. to the address of the Purchaser/s/s mentioned hereinabove or sent by E-mail or by Telephonic Messages or Private Courier will be sufficient proof of receipt of the same by the Purchaser/s and shall effectually discharge the Promoters. If there is any change in the said address or e-mail identification or Mobile Cell Number of the Purchaser/s, the Purchaser/s/s shall be obliged to intimate in writing of any such change of address to the Promoters, failing which, all letters, receipts and/ or Notices dispatched by the Promoters as aforesaid at the address of the Purchaser/s given hereinabove shall be treated/ deemed to have been received by the Purchaser/s.
- 45) That in case there are Joint Purchaser/s, all communications shall be sent by the Promoters to the Purchaser/s 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 Purchaser/s.
- 46) As per the provisions of Environment (Protection) Act 1986, the Promoters have obtained Environmental Clearance for the said Project and will provide the required Infrastructure / Services for the said Project. The Promoters shall maintain the Infrastructure / Services which are provided to the said Project till handing over of the said Project to the Society. However after formation of the Co-operative Housing Society of the Purchaser/s of the Units, the Purchaser/s of all Units in the said Project, including the Purchaser/s/s herein, shall share cost of maintenance and upkeep of the Environmental Infrastructure that is provided by the Promoters to the said Project. Once the Society is formed then Chairman/secretary/Estate Manager will be responsible for the maintenance of all such Infrastructure / Services . The Society shall ensure that all environment equipment are duly

operational and maintained & regular monitoring as per provisions of Environmental Clearance for the project is carried out. It is hereby further agreed that the Promoters shall not be held responsible or liable whereby the Society fails to comply with or contravenes any of the provisions/rules/orders issued for the said Project under the Environment (Protection) Act 1986.

47) 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, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit/plot/building, as the case may be.

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

49) The terms and conditions of this Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act 2016 and the Rules made there under.

50) 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 said Unit shall equally be applicable to and enforceable against any subsequent Purchaser/s, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

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

52) The Promoters and Purchaser/s 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.

53) As the consideration agreed to be paid by the Purchaser/s to the Promoter for purchase of the said Unit is more than the so called "Market Value" thereof (which is Rs. _____/-) according to the Ready Reckoner of Property values maintained by the Office of the Collector of Stamps, Pune, the purchaser/s is/are stamping these presents with Stamp Duty of **Rs. _____/-** with reference to the consideration agreed to be paid under the provisions of Article 25(b)(i-a) of Schedule I to the Bombay Stamp Act, 1958.

OR

Though the actual consideration agreed to be paid by the Purchaser/s to the Promoter for purchase of the said Unit is **Rs./-** Only, to avoid any delay in registration of there presents, the Purchaser/s has/have stamped there presents with Stamp Duty of **Rs./-** with reference to the so called "Market Value" of the said Unit as determined by the Collector of Stamps, Pune which is **Rs./-**.

54) The Purchaser has informed the Promoters that the Purchaser is an Investor and hence the Purchaser reserves his/her/its/their right to claim Stamp Duty set off/ adjustment of Stamp Duty paid by the Purchaser on these presents in terms of Article 5 (g-a) (ii) of Schedule I to the Bombay Stamp Act, 1958 in the event the Purchaser assigns the benefit of this Agreement and his/her/their/its interest in the said Unit to a subsequent Purchaser.

55) Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, then it shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece and parcel or ground admeasuring 18927.73 sq.mtrs being a part or portion out of the said contiguous block of land admeasuring 24900 sq.mtrs formed of portions admeasuring Hectares 00=49 Ares and Hectares 02=00 Ares bearing Hissa Nos.2/1A/1A/1 and 2/1A/3 respectively of land bearing Survey No.58 situate, lying and being at Village Kharadi within the Registration Sub-District of Taluka Haveli, District Pune and within the extended limits of the Municipal Corporation of Pune and falling in the "Residential" Zone under the Draft Development Plan for the extended areas of the City of Pune currently in force and which portion is bounded as follows, that is to say:-

On or towards the East : By 18 meter wide D.P. Road and land
out of Survey No.58, Kharadi.

On or towards the South : By land out of Survey No. 58, Kharadi

On or towards the West : By land out of Survey No. 58, Kharadi

On or towards the North : By land out of Survey No. 54, Kharadi

THE SECOND SCHEDULE ABOVE REFERRED TO

The Residential Flat admeasuring _____ sq. mtrs carpet area bearing No._____ to be situate on the _____ floor of Wing "_____" in the said Project "Marvel Cerise A Building" under construction by the Promoters on the said Land together with the Enclosed Balcony admeasuring _____ sq.mtrs. carpet area and further TOGETHER WITH the exclusive right of user of the Open Terrace at eye-level having an area of _____ sq. mtrs carpet area appurtenant thereto AND FURTHER TOGETHER WITH the exclusive right of user of _____ covered Car Parking Space situate on the Basement / Stilt Floor and which Flat together with the open terrace at eye level is delineated in red ink on the _____ floor plans of the said Building annexed hereto as **Annexure "C"**.

THE THIRD SCHEDULE

(Description of Common Area and Facilities)

(A) COMMON AREAS:

1. Open Space shown as open space in the sanctioned layout plan.
2. Lifts, Staircase/s landing of all building is for the common use of the occupants and/or the Purchasers in the respective buildings.

(B) COMMON FACILITIES:

1. RCC framework structures of the building/s.
2. Drainage and water line network and septic tank.
3. Plants and trees planted or to be planted in the open space around the building/s.
4. Light points on the internal road, light points outside the building and in the staircase/s as well as in car parking area.
5. Overhead water tank and underground water tank shall be common along with the pump set.
6. Right to use internal roads, drainage lines, water lines, service lines.
7. Club House, swimming pool and Gymnasiums space.

Here set out the nature, extent and description of common areas and facilities.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Schedule of Payments)

[illegible]

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Amenities and Specifications)

Structure

R.C.C. framed Structure.

Wall Finish

Internal: POP/Gypsum.

Internal Paint

Plastic Paint for internal walls

Flooring

Living/Dining: Imported Marble

Bedrooms: Vitrified

Kitchen: Vitrified/porcelain

Terrace: Antiskid flooring

Bathrooms: Vitrified/Ceramic

Doors and Door Frames

Wooden Doors

Elegant fittings for Doors

Windows

Aluminum sliding

Electrical

Concealed copper wiring

Quality Modular switches

Telephone and Cable TV connections in Living Room and Bedrooms

Kitchen

Platform: Granite

Sink: stainless steel
Provision for Water Purifier
Kitchen Cabinets with hob and chimney

Bathrooms

Bath fittings: chrome plated
Steam facility in one of the bathrooms
Solar heater connections (Time, temperature and quantum of hot water subject to climate conditions)
Concealed plumbing
Separate wet and dry area

Wash basin with counters
Designer dado Tiles

Lifts

Two stainless steel lifts per building/wing

Generator backup

For Entire Flat
For All Common Amenities

Automation

Access Cards straight from lobby
Lights and fans operated through touch screen panels/remote

Air conditioning

Window/split A/C in bedrooms

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Common Expenses & Outgoings)

1. towards maintenance and repairs of common areas and facilities.
2. Wages of Watchmen, Sweepers etc.
3. Revenue Assessment.
4. All other taxes, levies, charges and ceases.
5. Electricity and water charges and deposits in respect of common electrical and water pumps and other installations.
6. Expenses of and incidental to the management and maintenance of the said Building known as "**MARVEL CERISE**".

SIGNED & DELIVERED by the

Within named No. I of the Promoters

MARVEL OMEGA BUILDERS PRIVATE LIMITED

By the hands of its duly constituted attorney

Marvel Realtors And

Developers Limited,

(formerly known as Marvel

Promoters & Developers

(Pune) Private Limited),

by the hand of one of its Director,



SHRI.VISHWAJEET SUBHASH JHAVAR

Within named No. II of the Promoters

MARVEL PROMOTERS AND DEVELOPERS

(PUNE) PRIVATE LIMITED

by the hand of one of its Directors,



SHRI.VISHWAJEET SUBHASH JHAVAR

In the presence of: -

1.

2.

SIGNED & DELIVERED by the
Within named
Purchaser/s

1 _____

PAN NO: _____

2 _____

PAN NO: _____

in the presence of:

1.

2.