

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** (“**this Agreement**”) is made at Panvel on this _____ day of _____, 2023,

BETWEEN

WADHWA CONSTRUCTION AND INFRASTRUCTURE PRIVATE LIMITED, a private limited company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at 301, Platina, C-59, Bandra Kurla Complex, Bandra (East), Mumbai 400 098, hereinafter referred as the “**Promoter No. 1**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors or successor/s in interest and/or assigns) of the **FIRST PART**,

AND

VALUABLE PROPERTIES PRIVATE LIMITED, a private limited company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at 158, Dani Corporate Park, CST Road, Kalina, Santacruz (East), Mumbai 400 098, hereinafter referred as the “**Promoter No. 2**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors or successor/s in interest and/or assigns) of the **SECOND PART**,

AND

Mr. / Ms. / Mrs. _____,

_____ Indian Inhabitant/s having his / her / their address at _____

_____,
[or] _____, **LLP**, a limited liability partnership, constituted under the Limited Liability Partnership Act, 2008, having its registered office at _____

_____, represented herein by its duly authorised partner _____,
[or] Messrs. _____, a partnership firm, registered under the Indian
Partnership Act, 1932, having its principal place of business
at _____

_____, represented herein by its duly authorised partner _____,
[or] _____ **Private Limited/Limited**, a company incorporated
under the Companies Act, 1956, and existing under the Companies Act, 2013, having its
registered _____ office _____ at

_____, [or]
_____ HUF, a Hindu Undivided Family, having its address at

_____, represented herein by its karta and manager _____, [or]
_____ trustees of the private trust constituted under the Deed of
Trust/Settlement dated _____, having their/its address at

_____, [or]
_____ **Trust**, a public trust registered under the
_____ Act, 19_____, having its registered
office at _____, represented herein by its trustees, hereinafter

referred to as the “Allottee/s”, (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-parcenership 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 **THIRD PART**.

The Promoter No. 1 and Promoter No. 2 are hereinafter collectively referred to as the
“Promoters”. The Promoter No. 1, Promoter No. 2 and the Allottee/s are hereinafter

collectively referred to as “Parties” and individually as “Party” as the context may so require.

WHEREAS:-

- A. The Government of Maharashtra approved the Special Township Projects Scheme in the year 2006 for the development of residential and mixed use townships. By Notification bearing No.TPS.1205/MMR DCR/ CR-48/06/UD-12 dated 10th March 2006, issued by the Urban Development Department of the Government of Maharashtra, the Regional Plan for the Mumbai Metropolitan Region was modified to include development control rules for Special Township Projects. The Government of Maharashtra issued Notification No.TPS-1208/1570/CR-161(B)/09/UD-12 dated 28th August, 2009 with respect to the concept of Mega City Project (the aforementioned regulations are collectively hereinafter referred to as “Township/Megacity Regulations”).
- B. The Revenue and Forests Department of the Government of Maharashtra vide Order bearing No.TANC-2007/PRAKA 161/L9 dated 9th August, 2007 granted permission to Promoter No. 2 to purchase and acquire various lands under Section 63-1A of the Maharashtra Tenancy and Agricultural Lands Act, 1948 on the terms and conditions as more specifically set out therein. The aforesaid permission have been revised on 2nd May, 2008, wherein in addition to the user of Special Township Project, Promoter No.2 was entitled to use such lands for Special Economic Zone, Energy City, Information & Technology Park, Telecom City and Entertainment City on the terms and conditions as stated in the revised permission pursuant to the Orders.
- C. By diverse mesne assignments and acts in law, and ultimately in pursuance of the Orders and by and under the deeds and writings as set out in the Title Certificate, the Promoter No. 2 is exclusively entitled (including to develop) to the lands situate, lying and being at Village Vardoli, Bherle and Bhingarwadi, District Raigad which are more particularly described **Firstly** in the **First Schedule** hereunder written (hereinafter referred to as the “VPPL Lands”).

- D. Similarly by diverse mesne assignments and acts in law, and ultimately in pursuance of the Orders and by and under the deeds and writings as set out in the Title Certificate, the Promoter no. 1 is exclusively entitled (including to develop) to the lands situate, lying and being at Village Vardoli, District Raigad which are more particularly described in **Secondly** in the **First Schedule** hereunder written (hereinafter referred to as the “**WCIPL Lands**”).
- E. By and under the Joint Development Agreement (defined hereinafter) the Promoters agreed to jointly develop part/portion of the VPPL Lands along with the WCIPL Lands and the Adjoining Lands to be acquired by WCIPL (hereinafter referred to as the “**Whole Project Lands**”), at or for the consideration and upon the terms and conditions recorded and contained therein. Simultaneously with the execution of the Joint Development Agreement, the Promoter no. 2 has executed in favour of the Promoter no. 1, the Power of Attorney.
- F. Presently out of the Whole Project Lands, lands admeasuring approximately 200 Acres (hereinafter referred to as the “**IIP Lands**”) have been sanctioned by the Government of Maharashtra as a Special Township Project vide Notification No.TPS.1714/451/CR-70/15/UD-12 dated 2nd December, 2015 and thereafter as the present Integrated Township Project.
- G. The Promoters being desirous of jointly developing the Whole Project Lands have formulated a broad scheme of development of the Whole Project Lands under which they intend to identify and earmark parts/portions of the Whole Project Lands as clusters/sectors and utilize to the maximum extent possible the Aggregate Development Potential, in parts, to develop each sector in a phased manner over a considerable period of time spanning over decades, by, *inter alia*, constructing upon each such sector, diverse mixed-use developments, projects and/or schemes including one or many special township project or other real estate projects of diverse nature, involving a multitude of users including residential buildings, non-residential/commercial buildings, villas, bungalows, plotted developments, educational users, health facilities, industrial parks, information and technology Parks, retail developments, data centres, warehousing and various other permissible users and amenities and infrastructure and Reservations and social housing and

EWS/LIG housing etc. to be known as ‘Wadhwa Wise City’ (hereinafter referred to as the “**Whole Project**”).

- H. A portion of the Whole Project Lands being lands forming Plot No. RZ 1 (which are comprising of certain lands owned by Promoter No.1 and certain lands that form part of the Joint Development Agreement) has been identified by the Promoters as a separate sector admeasuring **1,19,415.162** square meters, more particularly described in the **Second Schedule** hereunder written, and shown delineated by a Red colored boundary line on the Plan annexed hereto and marked **Annexure ‘A’** (hereinafter referred to as the “**RZ 1 Sector Land**”). Copies of the 7/12 Extracts in respect of the RZ 1 Sector Land are annexed hereto and marked **Annexure ‘B’**.
- I. The Promoters intend to develop the RZ 1 Sector Land in three phases/clusters over a period of time, consisting of proposed individual bungalows, twin bungalows, row houses and/or plots, as the Promoter No. 1 deems fit, in the following manner: (i) “**RZ 1 Cluster 1**” admeasuring approximately _____ square meters out of RZ 1 Sector Land, (ii) “**RZ 1 Cluster 2**” admeasuring approximately _____ square meters out of RZ 1 Sector Land and (iii) “**RZ 1 Cluster 3**” admeasuring approximately _____ square meters out of RZ 1 Sector Land, The proposed layout plan of RZ 1 Sector showing the location of the plots along with individual bungalows, twin bungalows, and row houses together with Common Areas & Amenities (defined herein below) is indicated in Annexure “A”.
- J. The Promoters have registered, and shall continue to register the RZ 1 Sector Land, in phases/clusters, as separate “real estate projects” as defined under RERA with the Maharashtra Real Estate Regulatory Authority, Mumbai, details whereof are mentioned in the Statement annexed hereto and marked **Annexure ‘C (Part 1)’**, and the registration details of the Project (defined hereinafter) is highlighted separately in the **Annexure ‘C (Part 2)’**.
- K. One of the aforesaid phases/clusters of RZ 1 Sector is the development and construction of RZ 1 Cluster 1. The development and construction of RZ 1 Cluster 1 is hereinafter referred to as the “**Project**”. The development and construction of

RZ 1 Cluster 2 and RZ 1 Cluster 3 other than the Project, as referred to in recital (I) is hereinafter referred to as the “**Balance Project of RZ 1 Sector**”;

- L. As a part of RZ 1 Sector, the Promoters also intend to develop and construct various areas, amenities, utilities intended for the common use of, *inter alia*, the allottees, purchasers and occupants from time to time of Premises more particularly described in the statement annexed hereto and marked **Annexure ‘D’** (hereinafter referred to as the “**Common Areas & Amenities**”).
- M. The subject matter of this Agreement is an agreement to allot and sell a residential plot in the Project.
- N. The Promoters intend to allot and sell any or all of the Premises (as defined hereunder) on an ownership basis under the applicable provisions, from time to time, of RERA and MOFA (as applicable), and/or the grant of leases, tenancies, licences, and/or any other alienation or disposal of such Premises, as the Promoters deem fit, in its sole discretion.
- O. The Promoters have obtained certain sanctioned Plans & Approvals from the City and Industrial Development Corporation (hereinafter referred to as “**CIDCO**”) and other concerned authorities (hereinafter referred to as the “**Plans & Approvals**”). The list of the Plans & Approvals obtained till date are indicated in a statement, which statement is annexed herein and marked as **Annexure ‘E’**.
- P. The Promoter No.1 has in lieu of certain loans availed of, created, *inter alia*, mortgage on land admeasuring approximately 55.91 hectares (equivalent to approximately 138.16 acres equivalent to 559113.683 square meters) including the ITP Lands, with the structures standing thereon (including Promoter No. 1’s share in respect of the Whole Project), all the FSI, rights, title, interest, benefits, claims and demands, and cashflows in respect of the Whole Project as well as the escrow accounts opened by the Promoter No.1 in respect of the Whole Project under the Loan Agreement cum Mortgage Deed dated 25th September, 2017, made by and between the Promoter 1 as the ‘Borrower’ of the One Part and PNB Housing Finance Limited (hereinafter referred to “**PNBHFL**”) as ‘PNBHFL/Mortgagee’ of

the Other Part, registered in the Office of the Sub-Registrar of Assurances at Panvel vide Serial no. PVL-2/11142 of 2017, as modified and read with Supplementary Deed to Loan cum Mortgage Deed dated 26th November, 2021, registered in the Office of the Sub-Registrar of Assurances at Panvel under Serial No. PVL-5/14995 of 2021.

- Q. By and under the Indenture of Mortgage dated 31st August, 2018, made by and between, Wadhwa Group Holdings Private Limited as the 'Borrower 1' of the First Part, the Promoter No.1 as the 'Borrower 2' of the Second Part and Piramal Trusteeship Services Private Limited as the 'Security Trustee' of the Third Part, registered with the office of the Joint Sub Registrar of Panvel 2 under Serial No. PVL-2/1045 of 2019, the Borrowers mortgaged with the Security Trustee, the lands including the RZ 1 Sector Lands together with the development potential thereon, along with the structures thereon, or to be erected during the continuance of the mortgage deed, and all fixed movable assets attached to the earth or permanently fastened to anything attached to the earth (both present and future), together with the development rights of Promoter No. 1 under the Joint Development Agreement, receivables from the Project herein.
- R. By and under the Indenture of Mortgage dated 31st August, 2018, made by and between, Wadhwa Group Holdings Private Limited as the 'Borrower 1' of the First Part, the Promoter No.1 as the 'Borrower 2' of the Second Part and Piramal Trusteeship Services Private Limited as the 'Security Trustee' of the Third Part, registered with the office of the Sub- registrar of Assurances at Panvel bearing Serial No. Panvel-2/11755 of 2018 (hereinafter referred to as the "**2018 Mortgage Deed**"), the Borrowers mortgaged with the Security Trustee, the lands including the RZ 1 Sector Lands together with the development potential thereon, along with the structures thereon, or to be erected during the continuance of the mortgage deed, and all fixed movable assets attached to the earth or permanently fastened to anything attached to the earth (both present and future), together with the development rights of Promoter No. 1 under the Joint Development Agreement, receivables from the Project herein which 2018 Mortgage Deed was amended vide First Supplemental Indenture of Mortgage dated 24th January, 2019, made by and between, Wadhwa

Group Holdings Private Limited as the 'Borrower 1' of the First Part, the Promoter No.1 as the 'Borrower 2' of the Second Part and Piramal Trusteeship Services Private Limited as the 'Security Trustee' of the Third Part, registered with the office of the Joint Sub Registrar of Panvel 2 under Serial No. PVL-2/1045 of 2019, wherein the recital 'C' of the 2018 Mortgage Deed was deleted and replaced pursuant to the amended and restated facility agreement dated 12th October, 2018. The said 2018 Mortgage Deed was further amended vide Second Supplemental Indenture of Mortgage dated 28th June, 2019, made by and between, Wadhwa Group Holdings Private Limited as the 'Borrower 1' of the First Part, the Promoter No.1 as the 'Borrower 2' of the Second Part and Piramal Trusteeship Services Private Limited as the 'Security Trustee' of the Third Part, registered with the office of the Joint Sub Registrar of Panvel 5 under Serial No. PVL-5/6902 of 2019, wherein introduced Mortgage 2 as security provide to secure facility and further amended and replaced the description of the Mortgaged Properties setout in First Schedule to 2018 Mortgage Deed;

- S. By and under the Indenture of Mortgage dated 28th September, 2018, made by and between the Promoter No.1 and Promoter No.2 collectively referred to as the 'Mortgagors' of the First Part, the Promoter No.1 as the 'Borrower' of the Second Part and Piramal Trusteeship Services Private Limited as the 'Security Trustee' of the Third Part, registered with the office of the Joint Sub Registrar of Panvel 2 under Serial No. PVL-3/10910 of 2018 (hereinafter referred to as the "**2018 Indenture of Mortgage**"), wherein the Borrowers mortgaged with the Security Trustee therein, the lands admeasuring in the aggregate 232.41 Acres (including the RZ 1 Sector Land) situate at Villages Vardoli, Bherale and Bhingarwadi, Taluka Panvel, Raigad District, Maharashtra, together with the Development Potential thereon, along with the structures thereon, or to be erected during the continuance of the mortgage deed, and all fixed movable assets attached to the earth or permanently fastened to anything attached to the earth (both present and future), together with the development rights of Promoter No. 1 under the Joint Development Agreement, and receivables from the Project, which 2018 Indenture of Mortgage was amended vide Supplemental Indenture of Mortgage dated 28th June, 2019, made by and between Promoter No.1 as the 'Borrower 1' of the First Part, the Promoter No.2 as the

‘Borrower 2’ of the Second Part, Mr. Navin Amarlal Makhija as the ‘Mortgagor 3’ of the Third Part and Piramal Trusteeship Services Private Limited as the ‘Security Trustee’ of the Fourth Part and registered with the office of the Joint Sub Registrar of Panvel 5 under Serial No. PVL-5/6904 of 2019 (hereinafter referred to as the (“**2019 Supplemental Indenture of Mortgage**”), the parties therein introduced the Mortgagor 3 as a security provider to the facility granted by the lender and further amended and replaced the Second Schedule of the 2018 Indenture of Mortgage with the First Schedule of the Supplemental Indenture of Mortgage;

- T. By and under the Amended and Restated Indenture of Mortgage dated 12th May, 2022, made by and between, Promoter No.1 as the ‘Borrower 1’ of the First Part, the Promoter No.2 as the ‘Borrower 2’ of the Second Part, Mr. Navin Amarlal Makhija as the ‘Mortgagor 3’ of the Third Part and Piramal Trusteeship Services Private Limited as the ‘Security Trustee’ of the Fourth Part and registered with the office of the Joint Sub Registrar of Panvel 3 under Serial No. PNL-5/8112 of 2022, the Mortgagors mortgaged with the Security trustee therein, (i) the lands admeasuring in the aggregate 37.61 Acres more particularly described in the Part A of the First Schedule therein, (ii) the lands admeasuring in the aggregate 161.03 Acres more particularly described in the Part B of the First Schedule therein, (iii) the lands admeasuring in the aggregate 161.03 Acres more particularly described in the Part C of the First Schedule therein along with the structures thereon, or to be erected during the continuance of the mortgage deed, and all fixed movable assets attached to the earth or permanently fastened to anything attached to the earth (both present and future), together with the development rights of the Mortgagors under the Joint Development Agreement, and receivables from the Project;
- U. The Promoter No.1 has obtained Title Certificate dated 11th August, 2023 issued by JPS Legal read with Title Certificate dated 19th May, 2023 issued by Advocate Mr. Manoj K. Bhujbal read with Title Certificate dated 29th November, 2018 issued by Law Point, Advocates & Solicitors, in respect of the right, title and interest of the Promoters to the RZ 1 Sector Land, a copy whereof is annexed and marked as **Annexure ‘F’** hereto (hereinafter referred to as the “**Title Certificate**”). The details

of all encumbrances and litigation proceedings with respect to the Whole Project Land, including the RZ 1 Sector Land are mentioned in the said Title Certificate.

- V. The Promoters have appointed Project Architect and Project Engineer and has accepted their professional supervision till the completion of the Project, that is, the completion of the entire construction of the Project and receipt of the occupation certificate/s in respect thereof (hereinafter referred to as the “**Project Completion**”);
- W. The Promoter No. 1 has availed of financial assistance from Piramal Trusteeship Services Private Limited and as a security for repayment of the financial assistance, has mortgaged the Whole Project Land and all Premises in the Project and hence the rights hereby created shall be subject to the prior mortgage/charge of Piramal Trusteeship Services Private Limited. Piramal Trusteeship Services Private Limited has issued its no objection letter dated [REDACTED] in respect of the allotment and sale of the Plot, copy of which is annexed hereto and marked **Annexure ‘G’**;
- X. The Allottee/s has/have approached, and applied to, the Promoters, for allotment to the Allottee/s, of a proposed residential plot in the Project, more particularly described in the **Third Schedule** hereto, shown on the plan thereof hereto annexed and marked **Annexure ‘H’** (hereinafter referred to as the “**Plot**”). In this regard, the Allottee/s has/have demanded from the Promoters, and the Promoters have given to the Allottee/s, inspection of the documents and records relating to RZ 1 Sector Land including the Project, as well as all other documents specified under RERA and MOFA (as applicable), including the Plans & Approvals as required to be disclosed. The Allottee/s has/have satisfied himself/herself/themselves/itself in respect thereof, including the title of the Promoters to the RZ 1 Sector, and the Promoters’ right to develop RZ 1 Sector, including the Project, and its status;
- Y. Based upon the agreements, confirmations and undertakings of, and applicable to the Allottee/s herein, including to observe, perform and comply with all terms, conditions and provisions of this Agreement, the Promoters have agreed to allot and sell the Plot to the Allottee/s, strictly upon and subject to the terms, conditions and provisions hereof;

- Z. Under the provisions of RERA and MOFA (as applicable), the Parties are required to execute an agreement for sale, being this Agreement, and to register the same under the provisions of the Indian Registration Act, 1908.

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

1. The recitals, schedules and annexures in and to this Agreement form an integral part of this Agreement, and in the interpretation of this Agreement and in all matters relating to the agreement herein, this Agreement shall be read and construed in its entirety.

2. DEFINITIONS

2.1 “Additional Areas” shall mean the areas that shall or may be available, with or without payment of any premium, to be utilised in (a) open/ enclosed/ dry/ utility balconies and exclusive terraces, cupboard niches, (c) common areas & amenities and (d) vehicle parking spaces, shall be in addition to Aggregate Development Potential;

2.2 “Adjoining Lands” means any contiguous, adjoining, adjacent, or neighbouring lands or properties, including lands or properties which, in any manner, abut, or intersect, any part/s or portions of the VPPL Lands and /or the WCIPL Lands at any location or point, which may be acquired, in any manner, and from time to time, by any of the Promoter No. 1, and/or Promoter Affiliates, and which may, at the discretion of the Promoter No. 1, be joined, from time to time to the development of Other Projects, whether by amalgamation, sub-division, or otherwise howsoever;

2.3 “Affiliate” shall mean any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Promoters, wherein, "control" (including the terms controlling, controlled by, or under common control with) means the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, partnership or member interests, by contract or otherwise;

2.4 “**Aggregate Development Potential**” means the entire current, enhanced, future and estimated/projected/envisaged, FSI, Premium FSI, FAR, DR, DRCs, TDR, and other development potential, benefits, potential, yield, and/or advantages, and/or as may be available on any account whatsoever, and/or any other rights, benefits and/or any floating rights of any nature whatsoever, and by whatever name called, including fungible FSI, additional FSI, special FSI, compensatory FSI, incentive FSI, paid FSI, that is, or may be, available, or acquired, under any Applicable Law, or otherwise howsoever, including by way of hand over and/or transfer, to any Authorities or persons, of any or all of the Reservations or any part/s of the Whole Project Land. Aggregate Development Potential shall, at the Promoter No. 1’s discretion, be distributed and apportioned, from time to time in accordance with Applicable Law between the Project and Other Projects, to any extent. The Promoter contemplates that an overall FSI/FAR of 29,30,837.40 square metres shall, or may, arise out of, and/or be attributable to, and/or be utilisable upon the Whole Project Land;

2.5 “**Aggregate Payments**” means all amounts, charges, deposits, interest, damages, fees, premiums, penalties, liabilities, contributions including fund contributions and corpus, etc., including the Purchase Price, Interest, Liquidated Damages, Other Charges & Deposits, Other Reimbursements/Amounts Payable On Termination, and Taxes payable, agreed to be paid, and/or required to be paid by the Allottee/s herein and in relation to, and/or in pursuance of, the agreement for allotment and sale herein;

2.6 “**Agreement**” means this Agreement, including all recitals and schedules herein and all annexures hereto, and also includes any modification hereof reduced to writing and executed by the duly authorised representative/s of the Promoters and by the Purchaser/s; which writing shall be expressed to be supplemental to, or as a modification or amendment of, this Agreement;

2.7 “**Allottee/s Event of Default**” includes the occurrence of all or any of the following events:

- (a). the Allottee/s delaying, or committing three (3) defaults in making payment, and/or failing, refusing, or neglecting, to make payment of any of the

Aggregate Payments, or any part/s thereof on or before respective due dates for payment thereof; and/or,

(b). the Allottee/s committing any breach or default of, or not being in observance, performance, or compliance with any of the terms, conditions, covenants, undertakings, representations and/or warranties contained in this Agreement, and/or as given by him/her/them/it under this Agreement, and/or of any Approvals and/or Applicable Law, etc.; and/or,

(c). the Allottee/s has/have been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be; and/or,

(d). the Allottee/s receiving any notice from Authorities, and/or any foreign state or government, and/or any authorities of any foreign state or government, under any laws, rules, or regulations, and/or the Allottee/s involvement in any money laundering and/or illegal activity/ies, and/or the Allottee/s being declared to be proclaimed offender/s and/or a warrant being issued against him/her/them/it under any laws, rules, or regulations;

2.8 “**Apex Body**” means a corporate body, association, organisation or other entity, as may be formed and constituted by the Promoter No. 1, at its discretion, under any Applicable Law, having as its members and constituents: (1) the federations formed in respect of all projects to be developed and completed upon the Whole Project Lands, and/or (2) the Promoters, and/or (3) any other persons or parties, including the holders and/or lessees, from time to time, of parts or portions of the Whole Project Land, and/or the owners and/or holders, from time to time, of any buildings or structures developed thereon as projects; as the Promoter No. 1 deems fit in its discretion; The said Apex Body shall be formed within a period of 3(three) months from completion of the Whole Project and the date of the receipt of the occupancy certificate of the last of structure to be constructed in the layout;

2.9 “**Applicable Law**” includes all laws, bye-laws, rules, regulations including but not limited to RERA, MOFA, UDCPR development control rules and regulations

Ministry of Urban Development Model Building Byelaws, 2016, Solid Waste (Management) Rules, 2016, e-Waste (Management) Rules, 2016, Plastics Waste (Management) Rules, 2016, Central Public Health and Environmental Engineering Organization (CPHEEO) Manual on Sewage Treatment Systems, 2013, Energy Conservation Building Code (ECBC) of Bureau of Energy Efficiency, Construction and Demolition Waste Rules, 2016, the Forest Conservation Act, 1980, Wildlife (Protection) Act, 1972, Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986, the Public Liability (Insurance) Act, 1991, National Green Tribunal Act, 2010, including the orders, judgments, decrees, ordinances, guidelines, notices, notifications, schemes, Government Resolutions (GRs) and directions, conditions of any regulatory approval or license, the Plans & Approvals, and the terms and conditions thereof, as may be issued, or imposed, or required, or mandated, in any manner by any Authorities, or courts of law, or judicial or quasi-judicial bodies or authorities, and as are, or may be, in force from time to time, and/or applicable to the Project, and/or the RZ 1 Sector Land, and/or the Whole Project Lands, or any part/s thereof; all being of the Republic of India;

2.10 “**Authorities**” means all the concerned government, semi-government, judicial and quasi-judicial bodies and authorities, all development authorities, any statutory and non-statutory authorities, local and public bodies or authorities concerned, having jurisdiction over the VPPL Lands, WCIPL Lands, Whole Project Lands, ITP Lands, Adjoining Lands, Project Land, the Project, the RZ 1 Sector Land, RZ 1 Sector, the Whole Project, including but not limited to Panvel Municipal Corporation and all concerned officers and departments of Panvel Municipal Corporation, Mumbai Metropolitan Region Development Authority, the Maharashtra Housing and Area Development Authority, Maharashtra Industrial Development Corporation, the District Collector of Raigad, CIDCO, the State Government of Maharashtra and all its Ministries and Departments, including Ministry of Environment Forest and Climate Change (MoEF & CC), Joint Secretary of Ministry of Environment Forest and Climate Change, Additional Secretary of Forest, Impact Assessment Division MoEFCC of Government of India, Inspector Generals of Forests, Deputy Inspector Generals of Forests, all Assistant Inspector Generals of Forests/Directors in the

Forest Conservation Division MoEF & CC of Government of India, the Pollution Control Boards, Central Pollution Control Board (SPCB) Maharashtra State Pollution Control Board, Maharashtra Jeevan Pradhikaran, Central Ground Water Authority (CGWA), Central Ground Water Board (CGWB), Maharashtra State Road Corporation Project Implementing Agency, Environmental and Ecological authorities, RERA authorities, the City Survey and Land Records authorities, the Central Government of India (in all its Ministries and Departments, including the Ministry of Environment & Forests, Coastal Regulation Zone authorities, Urban Development Department), the Railway Ministry and authorities, Defense Ministry and Authorities, and the Ministry of Civil Aviation and the Civil Aviation Authorities, including the Airports Authority of India, National Airports Division, Mumbai Airport, and the Airports Authority of India, Safdarjung Airport, New Delhi), the International Civil Aviation Organisation, the International Civil Aviation Organisation, Indian Navy, Ministry of Defence, the Collector and other Revenue authorities and officers, the authorities and officers under the Maharashtra Regional and Town Planning Act, 1966, the Chief Fire Officer and other concerned Fire Brigade Authorities, Indian Navy, Ministry of Defence, concerned public/statutory authorities, private utilities, Town Planning Authorities, the Competent Authorities constituted / appointed under the Urban Land (Ceiling and Regulation) Act, 1976 (since repealed), Collectors of Land Revenue and Assessors and Collectors of Municipal Rates and Taxes, Commissioner of Police, Maharashtra State Electricity Distribution Company Limited, and/or any other electricity supply authorities, Mahanagar Telephone Nigam Limited Mumbai, Revenue Records Authorities, but not limited to, Divisional Commissioners, Settlement Commissioners, Directors and Deputy Directors of Land Records (DDLRL), Superintendents of Land Records (SLR), District Inspectors of Land Records (DILR), Taluka Inspectors of Land Records (TILR), the Collector and/or Deputy Collector for Raigad, Sub-Divisional Officers, Assessor & Collector of taxes, Circle Inspectors, Circle Officers, Sub-Treasurer, Special Planning Authority, Public Works Department, Konkan Division Commissioner, and/or the concerned Ward Officers, and any other concerned bodies or authorities or entities;

- 2.11 “**Booking Amount**” means the earnest money/deposit stated in Annexure ‘I’ hereto and payable to the Promoter No. 1;
- 2.12 “**Bungalow Area**” means the area admeasuring approximately _____ square feet out of the Plot, which is shown shaded as _____ colour on the plan annexed hereto and marked ‘ _____ ’;
- 2.13 “**Corpus Fund**” shall mean the fund constituted or to be constituted for the maintenance of the Project, said Plot and/or towards the Common Areas & Amenities;
- 2.14 “**Confidential Information**” includes all information imparted by the Promoters to the Allottee/s, and obtained by the Allottee /s under, and/or in connection with this Agreement on, before, or after, the date of execution of this Agreement, relating to the Whole Project Land, and/or RZ 1 Sector Lands, and/or the External Infrastructure, and/or the Project, and/or current or projected plans or affairs of the Promoters, or Promoter Affiliates, including: (i) this Agreement and the terms hereof, (ii) all documents, records, writings, Plans, Approvals, the Informative Materials, etc., product information and unpublished information related thereto, and any other commercial, financial or technical information relating to the Whole Project Land, and/or RZ 1 Sector Lands, and/or the External Infrastructure, and/or the Project,, or any part/s thereof, and (iii) the existence of any discussions, or negotiations, any proposal of business terms, and any due diligence materials, and other transaction documents, in each case to the extent relating to the transaction contemplated under this Agreement;
- 2.15 “**Date of Offer of Possession**” means the date of the written communication to be addressed by the Promoter No.1 to the Allottee/s, under which the Promoter No.1 shall offer possession of the Plot in terms of Clause 9;
- 2.16 “**Days**” means the working day, in the State of Maharashtra as notified by State Government of Maharashtra from time to time;
- 2.17 “**DR**” means development rights;

- 2.18 “**DRC**” means a Development Rights Certificate;
- 2.19 “**Designated FSI**” shall mean the maximum FSI of _____ square meters permissible to be used on the Plot for construction of the Bungalow (as defined hereinafter);
- 2.20 “**Entity & Organisation**” means a co-operative society under the Maharashtra Co-operative Societies Act 1960, and/or any other entity, organisation, association, or body, referred to in, or permitted under, the Ownership Act;
- 2.21 “**External Infrastructure**” shall have the meaning assigned to it in sub-clause (5.2.8) of this Agreement;
- 2.22 “**FAR**” or “**FSI**” means floor area ratio/floor space index based on which Aggregate Development Potential is determined;
- 2.23 “**Force Majeure Event**” includes any: (i) war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project and (ii) any notice, order rule, notification of the Government and/or other public or competent authority/court;
- 2.24 “**FMC**” shall mean any entity/ies, or organisation/s, or agency/ies, or person/s, engaged and appointed, from time to time, by the Promoter, and/or Promoter Affiliates, in its/their discretion, for the management, and/or maintenance, and/or repairs, of the RZ 1 Sector and/or the Plot , and/or the Common Areas & Amenities, or any of them;
- 2.25 “**GST**” means Goods and Services Tax;
- 2.26 “**Holding Charges**” means the separate/independent pre-estimated and fixed charges in addition to (and not in substitution of) Interest, calculated at the rate of Rs. 25/- (Rupees Twenty Five Only) per square meter of the Plot, per month;
- 2.27 “**Indemnified Parties**” shall mean the Promoters, Promoter Affiliates and the FMC, and their respective directors, partners, shareholders, constituents, representatives,

officers, employees, servants, agents, and all persons claiming under them, and their respective successors and assigns;

2.28 “**Informative Materials**” means all advertisements, publicity, or promotions, of whatsoever nature in respect of the Whole Project Lands, and/or RZ 1 Sector Lands and/or the Project, and/or Balance Project RZ 1 Sector Lands, and/or Other Projects, in any media, including print, and/or electronic, and/or digital media, and includes writings, brochures, leaflets, pamphlets, handouts, presentations, advertisements, oral or written representations, made and/or published, and/or generated by, or on behalf of, the Promoters, and any other such information or materials as may be made, or published by, or on behalf of the Promoters; and includes publicity reports;

2.29 “**Intellectual Property**” means the word mark “The Wadhwa Group” or “Wadhwa” or ‘Wadhwa Wise City’ and any combination of words in which such name and word mark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks, slogan, design, brand, service mark, service names, trade name, trade dress, patents, circuit layouts, business and domain names, copyrights, other distinctive feature or any combination of the aforesaid, whether registered or unregistered, and used in connection with the businesses and activities of the Promoters and/or in respect of the Whole Project Lands and/or RZ 1 Sector Lands and/or the developments and projects to be undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto), and (iv) product configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such rights;

2.30 “**Interest**” means interest payable by the Allottee/s to the Promoters or by the Promoters to the Allottee/s, as the case may be, at the rate of two percent (2%) above the State Bank of India highest Marginal Cost of Lending Rate provided in case the

State Bank of India Marginal Cost of Lending Rate is not in use then interest shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public as detailed in clause (5.8);

2.31 **“Joint Development Agreement”** means the Agreement for Joint Development dated 18th February, 2014, made by and between Promoter no. 2 as ‘VPPL’ of the First Part, and Promoter no. 2 as ‘Wadhwa’ of the Second Part, registered with the office of the Sub-Registrar of Assurances at Panvel vide Serial no. 1009 of 2014 modified from time to time;

2.32 **“Liquidated Damages”** means the pre-estimated liquidated damages payable by the Purchaser/s, which shall be equivalent to (10%) of the Purchase Price, which the Parties mutually consider to be reasonable and not as a penalty;

2.33 **“MOFA”** means the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963;

2.34 **“Other Projects”** means the developments, from time to time, as separate projects and/or as phases/clusters of separate projects, on various parts of Whole Project Lands and/or any sectors therein as determined by the Promoters, of building/s and structure/s, including for residential, commercial, retail, and recreational, user/s, and/or for uses that may be, inter alia, related to, and/or associated with (whether exclusively or jointly), hospitality, medical, educational, religious, leisure, and/or social activities, businesses and services, together with various amenities, facilities, infrastructure and services related thereto, and comprised therein, as the Promoters determine, in their discretion;

2.35 **“Other Reimbursements/Amounts Payable On Termination”** means the amounts payable by the Allottee/s to the Promoter, on the termination of this Agreement, which comprise of

(a). Interest on delayed payments, if any; together with,

(b). the brokerage/commission paid to estate agent/s in relation to the allotment of the Plot; together with,

(c). all costs, charges and expenses incurred by the Promoters for the white good/s, commodity/ies, gift/s, service/s or facility/ies, if provided free of cost, or at a concessional rate/price, as and by way of promotional activity or otherwise, to the Allottee/s; together with,

(d). Taxes paid/payable; together with,

(e). all charges/ fees/ Pre EMIs/ interest (by whatsoever name called), if any paid / required to be paid by the Promoters to banks or financial institutions or any other financiers, including any charges that may be paid / incurred / required to be paid by the Promoters under subvention scheme and/or any other scheme and together with, the stamp duty and registration charges (if any) paid by the Promoters in respect of this Agreement;

2.36 “**Plans & Approvals**” shall mean and include all plans, drawings, layouts approvals, permissions, sanctions, licences, and no objection certificates/letters, together with renewals, extensions, revisions, amendments and modifications thereof, from time to time, by whatever name called, as the Promoters may consider necessary and expedient, or for the betterment of RZ 1 Sector including the Project, in their discretion, and/or as required by CIDCO, and/or any concerned authorities, whether obtained, in the process of being obtained, and to be obtained, under Applicable Law, as the Promoters may consider necessary and expedient, and/or as required by any concerned authority/ies, inter alia, in relation to the development of the RZ 1 Sector, including the Project, and/or, inter alia, in relation to the Project Land, or any part thereof. List of all such approvals is mentioned in Annexure “E”.

2.37 “**Plot**” shall have the meaning assigned to it in Clause 4.1 of this Agreement;

2.38 “**Power of Attorney**” means the Power of Attorney dated 18th February, 2014, registered with the office of the Sub-Registrar of Assurances at Panvel vide Serial No. 1010 of 2014 executed by Promoter No. 2 in favour of the then Directors of Promoter No.1 and Promoter No. 1 for exercising all acts, matters and things inter alia in respect of the development of VPPL Lands;

- 2.39 “**Premises**” means all areas and premises that are intended to be and shall be constituted, developed and constructed upon and in the RZ 1 Sector Land, as determined by the Promoter no.1 in its discretion. Premises include plots/sub-plots;
- 2.40 “**Project Architect**” means any architect/s, registered with the council of architects, that have been appointed, from time to time, by the Promoter No.1, in relation to the Project;
- 2.41 “**Project R. G**” means the recreational ground to be provided upon the RZ 1 Sector Land, for the use, inter alia, of the allottees, purchasers, owners and occupants of Premises in the RZ 1 Sector;
- 2.42 “**Promoter Affiliates**” means any company/ies, entity/ies, concern/s or person/s who/which is/are nominee/s of, and/or group, holding, or affiliate, or subsidiary company/ies, entity/ies, or concern/s, of the Promoters, and/or associated, or affiliated, with the Promoters by contract, or otherwise;
- 2.43 “**Promoter’s Bank Account/s**” means the bank account/s as may be designated and operated from time to time by the Promoter for payment and deposit by the Allottees of the Aggregate Payments, or any part/s thereof;
- 2.44 “**Promoter No. 1 Orders**” means collectively Order bearing No. TANC-2008/PRAKA 358/L9 dated 9th May, 2008; Order bearing No. TANC-2008/PRAKA 358/L9 dated 26th June, 2009; Order bearing No. TANC-2008/PRAKA 358/L9 dated 30th July, 2009; Order bearing No. TANC-05/2013/PRAKA 263/J1 dated 2nd September, 2013; and Order bearing No. TANC-05/2013/PRAKA 263/J1 dated 31st December, 2013 passed by the Revenue and Forests Department of the Government of Maharashtra under which permission was granted to Promoter No.1 to purchase and acquire various lands under Section 63-1A of the Maharashtra Tenancy and Agricultural Lands Act, 1948 on the terms and conditions as more specifically set out therein;
- 2.45 “**Promoter No. 2 Orders**” means collectively Order bearing No. TANC-2007/PRAKA 161/L9 dated 9th August, 2007; Order bearing No. TANC-2007/PRAKA 161/L9 dated 2nd May, 2008; Order bearing No. TANC-2007/PRAKA

161/L9 dated 27th August, 2008; and Order bearing No. TANC-2007/PRAKA
161/L9 dated 6th November, 2012;

- 2.46 “**Purchase Price**” means the purchase price and consideration payable by the Allottee/s, as stated in Annexure ‘I’ hereto;
- 2.47 “**RERA**” means the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder, including the applicable Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017 and such amendments, enactments, modification including orders, regulations, circulars and notifications issued by the Authorities from time to time;
- 2.48 “**Reservations**” means the portions of the Whole Project Lands affected by D.P. Roads, amenity open space reservation and various set-back areas; and also includes any reservations from time to time as may affect the Whole Project Lands, or any part thereof; and/or as may be shifted or altered from time to time in accordance with the Applicable Law for time being in force;
- 2.49 “**RZ 1 Sector Organisation**” shall mean federation comprising of the Entity & Organisation and all other entities formed of the Project and the Balance Project of RZ 1 Sector;
- 2.50 “**Tax**” or “**Taxes**” means all present, future, and enhanced taxes, imposts, dues, duties, fees, impositions, fines, penalties, etc, by whatever name called, imposed/levied under any Applicable Law, and/or by Authorities, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or Plot and/or this Agreement, and/or upon the Purchase Price, and/or any or all of the Interest, Liquidated Damages, Other Reimbursements /Amounts Payable On Termination, Other Charges & Deposits, transfer charges, premiums, penalties together with all other amounts, charges, deposits, damages, liabilities, contributions including fund contributions and corpus, etc., as referred to herein, and agreed to be paid and/or required to be paid by the Allottee/s herein in relation to, and/or in pursuance of the agreement for

allotment and sale herein, and/or upon the Entity & Organisation to be formed in respect of the Project, and/or in respect of the documents and writings to be executed in their favour, as contemplated herein, and/or otherwise; and includes GST, education tax/cess/charges, local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, imposts, impositions, interest, levies, or charges, in relation thereto, that is/are/may be imposed or levied by any Authorities;

2.51 “**TDR**” means transferable development rights;

2.52 “**TDS**” means tax deducted at source, under the Income Tax Act, 1961;

2.53 “**TDS Certificate**” means a certificate evidencing payment of TDS, presently in Form 16B under the Income Tax Act, 1961;

2.54 “**UDCPR**” means Unified Development Control and Promotion Regulations for Maharashtra State, 2020;

2.55 “**Whole Project Lands**” shall have the meaning assigned to it in recital (E) of this Agreement.

3. INTERPRETATION

3.1 In this Agreement:

- (a) unless the subject or context otherwise requires, reference to the word “include”, “includes” or “including” shall be construed as without limitation;
- (b) reference to the terms “herein”, “hereto”, “hereof”, or “thereof”, and any other similar terms refer to this Agreement and not to the particular provision in which the term is used, unless the subject or context otherwise requires;
- (c) reference to any one gender, masculine, feminine, or neutral, includes the other two, and the singular includes the plural and vice versa, unless the subject or context otherwise requires;

- (d). when any number of Days is prescribed in any document, the same shall be reckoned exclusively of the first and inclusively of the last Day;
- (e). time is of the essence in respect of the performance by the Allottee/s of all his/her/their/its obligations, including financial obligations. If any time period specified herein is extended in writing by the Promoters in their discretion, such extended time period shall also be of the essence;
- (f). all Aggregate Payments shall be paid by the Allottee/s on or before the due dates for payment thereof, and/or as demanded by the Promoters, without any delay, demur, default, dispute, or deduction, whatsoever;
- (g). references to recitals, articles, clauses, schedules and annexures shall be reference to the recitals, articles, clauses, schedules and annexures contained in, or annexed to, this Agreement, as the case may be;

3.2 references to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations as they may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision.

4. **PURCHASE AND SALE OF THE SAID PLOT**

- 4.1 Subject to and upon the terms, conditions and provisions hereof, including payment by the Allottee/s of the Aggregate Payments, the Promoters hereby agree to allot and sell to the Allottee/s, and the Allottee/s hereby agree/s to purchase and acquire from the Promoters, on what is commonly known as “ownership basis” in terms of Applicable Law, and shown on the typical layout plan hereto annexed and marked in Annexure ‘H’, and in terms of this Agreement, the Plot numbered as _____ (hereinafter referred to as the said “Plot”).
- 4.2 The said Plot agreed to be acquired by the Allottee/s herein shall be provided only and only with the common amenities and facilities as per the specifications, which are set out in the Annexure “D” annexed hereto;

4.3 The Allottee/s has/have been informed and is/are aware that:

4.3.1 the warranties of equipment, machinery and various other facilities installed/to be installed by the Promoters in the Project shall be as per the standard warranties provided by the manufacturer only and accordingly any defect in such equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system/equipment installer/ manufacturer only and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non comprehensive annual maintenance contracts shall be obtained by the allottees and/or the Entity & Organisation;

4.3.2 the equipment, machinery and various other facilities which form a part of Common Areas & Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, machinery and various other facilities are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void.

4.4 **Bungalow Layout**

4.4.1 The construction and development of the independent bungalow/row house/twin bungalow to be constructed on the said Plot hereinafter referred to as the **“Bungalow”**

4.4.2 The Allottee/s hereby acknowledge/s, accept/s and agree/s that the Bungalow shall form part and parcel of the Project and hence, uniformity and homogeneity in construction and development of the Bungalow on the said Plot is imperative from the perspective of ensuring the aesthetics of the Project. Accordingly, the Allottee/s shall construct and develop the Bungalow only on the Bungalow Area and strictly in compliance with the External Specifications as per **Annexure “J”** (hereinafter

referred to as the “External Specifications”) annexed hereto and no other part or portion of the said Plot save and except the Bungalow Area, shall be utilized by Allottee/s for construction of the Bungalow. Furthermore, the Allottee/s shall carry out such construction in strict compliance with the terms of this Agreement and in accordance with the permission/approvals in respect of Bungalow/said Plot as issued by the Competent Authority and within specifications for development of the Bungalow as per Annexure “J” (External Specification). The Allottee/s hereby undertakes and ensures that the Allottee/s shall complete the construction and development of the Bungalow by utilizing the Designated FSI and nothing further. In the event that the Allottee/s violates this provision, the construction beyond Designated FSI shall be liable to be rectified or demolished, as the case may be, at the cost of the Allottee/s.

4.4.3 The Allottee/s shall construct the Bungalow on the said Plot by utilizing the Designated FSI and shall ensure that the boundaries of the Bungalow are within with the Bungalow Area shaded in the floor plan annexed hereto as Annexure “H” (Plot Layout), and no other or further area in the layout of the said Plot shall be utilized by the Allottee/s for purpose of construction of the Bungalow or any part/portion thereof. It is abundantly clarified that in no event, the built-up area of the Bungalow shall transgress the Bungalow Area.

4.4.4 As stated, the Bungalow shall be developed strictly as per the specifications set out at Annexure “J”, being the external specifications for the Bungalow including the façade and colour scheme for the same. There shall be no deviations insofar as the External Specifications for the Bungalow are concerned in order to maintain homogeneity. In the event the Allottee/s violates this provision, the deviations shall be rectified at the cost of the Allottee/s.

4.4.5 The Allottee/s is aware that a particular quantum of FSI has been provided to the Allottee/s hereunder, as per the approved layout plan and the Allottee/s entitlement shall, at all times, be restricted to the Designated FSI only. The Allottee/s hereby agrees and acknowledges that the balance FSI and, or, any additional or incremental FSI (that may accrue or get generated, now or in future) beyond and above the Designated FSI in respect of the said Plot, shall belong to and vest, solely and

exclusively, with the Promoters. The Promoters shall have the absolute liberty to consume or utilize such FSI in the manner that the Promoters deems fit, including by transferring it to another property, or otherwise dealing with or disposing of the same, at its discretion and the Allottee/s shall not object to the same.

4.5 **Parking spaces**

The Allottee/s shall make provisions for one or more parking spaces within the outer footprint of the said Plot as required under the sanctioned bungalow plan. Provided that the Allottee/s shall not be permitted to construct any permanent structures for the purpose of such parking spaces. The Allottee/s is aware that parking of any vehicle (of whatsoever nature), whether belonging to the Allottee/s or otherwise of any guests or any third parties shall not be permitted anywhere outside the said Plot or on the streets. In the event, the Allottee/s or any third party visiting the Allottee/s fails to comply with the aforesaid condition, the Allottee/s shall be liable to pay to the Promoters, a penalty of Rs. 5,000/- (Indian Rupees Five Thousand Only) (to be revised from time to time by the Promoters / Entity & Organization/ Apex Body) for the first instance of such non-compliance and thereafter at a multiplier of 1.25x of the immediately preceding penalty that was imposed, for each such instance of contravention / non-compliance.

4.6 **Trunk Infrastructure**

4.6.1 The Trunk Infrastructure (being basic infrastructure, shared network and services, that shall be provided by the Promoters to the Allottee/s in relation to the said Plot, for the purpose of making it habitable and fully serviced / connected, being utilities, namely, electricity, water supply, sewerage / drainage, metalled road access and street lighting) shall be provided upto the identified tapping / access point in the vicinity of the said Plot. It shall be the Allottee/s responsibility to lay down pipes and other requisite construction and infrastructure for utilizing the Trunk Infrastructure on the said Plot, at his/her/its/their sole cost and expense. Other than the obligation of providing the Trunk Infrastructure, the Promoters shall have no further obligations under this Agreement in respect of the said Plot.

4.6.2 It is clarified that until such time that the entire Project is developed and the sewage treatment plant for the Project is made active by the Promoters, the Allottee/s shall be required to construct a septic tank within his / her/ its Plot to handle sewage waste. It is also clarified that footings of the structure shall be designed in such manner that no part of the footing protrudes into the adjoining plot. Hence eccentric footings may have to be incorporated by the Allottee/s at his/her/its own costs.

4.7 Remaining Plot Area

The remaining area of the Plot (excluding the Bungalow Area) can be utilized by the Allottee/s for reasonable purposes such as landscape, Parking Spaces. However, no permanent structure can be constructed or installed on such remaining area of the Plot. In the event, the Allottee/s has/have constructed any permanent structures on the remaining area of the Plot, the Promoter No. 1 may, without prejudice to its rights to recover the penalty set out herein, enter into the Plot (either by itself or through its agents) and have such structures demolished and removed, without being liable to the Allottee/s in any manner and without the requirement to pay any compensation or other amounts to the Allottee/s.

4.8 Approvals for Construction of the Bungalow and Related Costs

The Allottee/s shall, subject to the terms hereof, have the Bungalow constructed in accordance with the Approvals and/or, plans and amendments thereto as approved by the relevant Authorities. It shall be the liability and responsibility of the Allottee/s to procure all Approvals in relation to the construction and development of the Bungalow and the Plot, at his/her/their/its own cost and expense. The Allottee/s shall submit the plans to Promoter no. 1 for its consent, prior to applying to the relevant authority for approvals. Thereafter, the Allottee/s shall submit a copy of all the Approvals received along with the Occupation Certificate to the Promoter No. 1. The Promoter no. 1 shall provide all facilitation and cooperation required by the Allottee/s for procuring these approvals, however, responsibility of obtaining approvals will be that of Allottee/s alone. The Promoter no. 1 shall not be held responsible for any delay or denial of approvals for reasons attributable to the Allottee/s or otherwise for non-compliance/contravention thereof and, or, any fees,

penalties, interest, etc. that may be imposed in regard to such approvals. It is hereby clarified that the Allottee/s shall apply to the relevant authority for approvals through the Promoter's designated Architect firm and the Allottee/s shall pay relevant fee/charges for the same to the Architect directly.

4.9 Approvals for the Project

4.9.1 The Allottee/s is/are aware that while the Promoters have obtained some of the Approvals for the Project, certain other Approvals (or amendments to current Approvals) may be received from time to time. Having regard to the above position, the Allottee/s has entered into this Agreement without any objection or demur and agrees not to raise and waives his/her/their/its right to raise any objection, in that regard.

4.9.2 The Parties agree that the Promoter no. 1 may make amendments to the plans or layouts of the Project as required for the execution of the Project or as may be directed by the competent Authorities. This may include any change wherein the Promoter no.1, if permitted by the relevant Authorities, transferring the FSI/Amenities/etc. permissible on the Whole Project Lands and/or the RZ1 Sector Land to any other property or transferring to the Whole Project Lands and/or the RZ1 Sector Land the FSI/Amenities/etc. permissible on any other property at any time prior to conveyance of the Whole Project to the Apex Body beyond and above the Designated FSI.

4.9.3 The Allottee/s agree/s and confirm/s that there could be variation in the square metre of the Plot on physical measurement thereof, to the extent of three per-cent (3%) of the Plot size. The Allottee/s accept/s the same and agrees that he/she/they/it shall not claim any adjustment, or reduction, in the Purchase Price on account of such variation (if any). However, if the area (square metre) of the Plot increases or decreases over and above the variation/tolerance referred above, the Purchase Price shall vary accordingly, that is: (i) if there is a reduction, the amount reduced shall be adjusted by Promoters at the time of offering possession of the Plot, and (ii) if there is an increase, then the increased amount shall be payable by Allottee/s to the Promoters prior to taking possession of the Plot. All these monetary adjustments

shall be made at the same rate per square meter/square feet as agreed/arrived at in Annexure "I" of this Agreement.

4.10 The Allottee/s may undertake the construction of the Bungalow through any third party service provider of its choice, strictly in adherence with the terms and conditions set out herein; or the Allottee/s may appoint the Promoter no. 1 / its Affiliates (as notified to the Allottee/s) to undertake the construction of the Bungalow. In case the Allottee/s opts for the Promoter no. 1 or its designated Affiliate to undertake the construction and development of the Bungalow, the Parties shall be required to enter into a separate agreement for such construction and development, inter alia on terms and conditions, estimated costs plus margin and tentative payment milestones which will be decided at a later date.

4.11 **Access**

The Promoters shall provide access to the Allottee/s and the contractor / sub-contractor appointed by the Allottee/s for undertaking the construction of the Bungalow, provided however that suitable notification and approvals shall be taken by the Allottee/s for such access, as per the procedures laid down by the Promoter no. 1. In addition, such contractors/sub-contractors including their respective personnel shall abide by the regulations and code of conduct laid down by the Promoter no. 1 from time to time, failing which the Promoter no. 1 shall have the absolute right to oust such contractors/sub-contractors including their respective personnel, without being responsible or liable to the Allottee/s in any manner.

5. **PURCHASE PRICE**

5.1 **Lumpsum Consideration And Exclusions:-**

5.1.1 The Allottee/s agree/s and undertake/s to pay to the Promoter No. 1, the Purchase Price in installments, in accordance with the schedule of payment in the Statement annexed hereto and marked Annexure 'I', and in terms of this Clause (5), or within fifteen (15) Days from the date of a written demand being made by the Promoter No. 1, as directed by it. All payments shall be made by cheques, and/or pay orders, and/or demand drafts, drawn in favour of the Promoter No. 1,

or if directed by the Promoter No. 1, in its discretion, by direct bank transfer/RTGS deposited by the Allottee/s in the Promoters' Bank Account/s, along with the applicable Taxes thereon; subject to deduction of TDS.

5.1.2 The Allottee/s has/have prior to the execution of this Agreement paid to the Promoter No. 1 the Booking Amount as set out in Annexure 'I' hereto. The Allottee/s further confirm/s that he/she/they/it has/have voluntarily and willingly paid the Booking Amount and / or other installments of the Purchase Price to the Promoter No. 1 on or prior to the execution of this Agreement.

5.1.3 The Allottee/s shall deliver to the Promoter No. 1, the TDS Certificate, by the expiry of seven (7) Days from the date of each payment of TDS made by the Allottee/s. The Allottee/s shall be liable to deposit with the Promoter No. 1, an amount equivalent to the unpaid TDS (if any) along with Interest, on or before the Date of Offer of Possession. On the Allottee/s producing the TDS Certificate and the Promoter No. 1 receiving the credit for the TDS the deposit amount shall be refunded after deducting Interest therefrom in respect of for the period of delay in payment of TDS by the Allottee/s to the concerned authorities.

5.1.4 The Purchase Price shall be free of escalation, other than escalation/increases on account of escalation/increase in development charges payable to the concerned authorities and/or any other increase in charges which have or may be levied or imposed by any concerned authorities, from time to time. The Promoter No. 1 shall consequently be entitled to an increase in the Purchase Price proportionate to the extent of such escalations/increases. Such additional Purchase Price shall be determined by the Promoter No. 1 and shall be due and payable on or before the Date of Offer of Possession, or apportioned equally between the (unpaid) balance installments of the Purchase Price and payable along with the same. While raising a demand on the Allottee/s for increase in the Purchase Price, the Promoter No. 1 shall enclose the notification/order/rule/regulation published/issued providing for, or other evidence of, such escalation/increase in the Purchase Price.

5.1.5 It is clarified and the Allottee/s accords his/her/its irrevocable consent to the Promoter No.1 to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner:-

5.1.5.1 **Firstly**, towards the Cheque Bouncing Charges in case of dishonour of any cheque issued by the Allottee/s;

5.1.5.2 **Secondly**, towards Interest due as on the date of payment;

5.1.5.3 **Thirdly**, towards costs and expenses for enforcement of this Agreement and recovery of the Purchase Price, dues and Taxes payable in respect of this Agreement or any other administrative or legal expense incurred by the Promoter No.1 on account of delay in payment by the Allottee/s and consequential actions required to be taken by the Promoter No.1; and

5.1.5.4 **Fourthly**, towards outstanding dues including Purchase Price or under the Agreement. Under any circumstances, no express intimation or communication by the Allottee/s, with regard to appropriation/application of the payments made herein shall be valid and/or binding upon the Promoter No.1.

5.1.6 In case of the dishonor of any cheque, the Cheque Bouncing Charges will be payable by the Party which issued the cheque in question.

5.1.7 The Parties agree that, in addition to the Interest, in case of every instance of delayed payment, either Party shall be entitled to recover from the other Party responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2% (two per cent) of the amount of the delayed payment per instance (subject to minimum of Rs. 20,000/- (Indian Rupees Twenty Thousand Only) per instance of delayed payment in the current year and which shall be revised on 1st April of each year as per rate of Reserve Bank of India's consumer price index).

5.2 **Other Charges & Deposits:**

5.2.1 The Allottee/s shall, in addition to the Purchase Price, be liable to bear, pay and discharge, no later than fifteen (15) Days from the Date of Offer of Possession, the following charges and deposits (hereinafter referred to as the “**Other Charges & Deposits**”), as under:

Sr. No.		Particulars	Details
1.	(a)	Share Money in respect of the Entity Organisation	As per Cost Sheet
	(b)	Outgoings for one year as interest free security Deposit excluding Property Tax	At actuals
	(c)	Corpus Fund for maintenance of STP (as per MOEF)	To be decided
	(d)	Corpus Fund for Common Areas & Amenities	As per Cost Sheet
2.	(a)	Entity & Organisation Formation charges	As per Cost Sheet
	(b)	Legal & Documentation charges	As per Cost Sheet
	(c)	Outgoings for one year in advance excluding property tax	As per Cost Sheet
	(d)	Infrastructure development charges	As per Cost Sheet
	(e)	Water supply, Piped gas connection charges (any) & any other service connection charges	As per Cost Sheet
	(f)	MSEDCL charges.	As per Cost Sheet
3.		Apex Body Corpus Fund	To be decided

5.2.2 The amounts of the Other Charges & Deposits have been separately agreed, recorded in writing and signed by the Parties and shall form part of this Agreement, and the same are non-refundable. The Other Charges & Deposits referred to in this Clause 5.2.1, and/or elsewhere in this Agreement, shall be determined by the Promoter No. 1, in its discretion, and/or calculated, and/or based on the square meter area or fixed or lumpsum charge or on such other basis as the Promoter No. 1 deems fit.

5.2.3 The Promoter No. 1 shall be entitled to deploy/invest the corpus fund/s (less Aggregate Payments payable to the Promoter No. 1 and/or the FMC), in fixed deposits and/or any other investment schemes for an appropriate period as may be determined by the Promoter No. 1 in its discretion, and shall have the benefit of accretion and the credit of TDS in respect thereof, if and as applicable. The corpus fund payments referred to in Sr. No. 1(c) and 1(d) of the Table contained in clause (5.2.1) are hereinafter collectively referred to as the “**RZ 1 Sector Corpus Fund**”, and the corpus fund payments referred to in Sr. No (3) of the Table contained in clause (5.2.1) is hereinafter referred to as the “**Apex Body Corpus Fund**”.

5.2.4 The Promoter shall maintain a separate account in its books in respect of the contribution/payments received under Sr. No. (1) of the Table contained in clause (5.2.1) above. The said amounts shall be retained by the Promoter No. 1 until the formation of the RZ 1 Sector Organisation and hand over of RZ 1 Sector in terms of this Agreement. The Promoter shall be liable to render account of such amounts only to the RZ 1 Sector Organisation and not individually to any persons, including the Allottee/s, at any time. It is further clarified that the Apex Body Corpus Fund shall be retained by the Promoter until the formation and registration of the Apex Body and thereafter shall be dealt with as provided in this Agreement.

5.2.5 Within fifteen (15) Days from the Date of Offer of Possession (whether or not the Allottee/s has/have taken possession of the Plot or not), the Allottee/s shall be liable to bear and pay in respect of the Plot, his/her/their/its proportionate share (that is, based upon the square meter) of the Plot), of the outgoings, maintenance charges, comprising of general maintenance, data communication charges, property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premium, parking charges, costs for running generator, costs charges and expenses of cleaning and lighting the passages, landings, staircases, costs of maintenance, management and upkeep of Common Areas & Amenities, and operation and maintenance and repairs of lifts, water pumps, utility charges, salaries of all staff including managers, security, sweepers, liftmen, gardeners and such other charges expenses necessary or incidental for maintenance and upkeep of RZ 1 Sector, including the Project and other charges and levies of like nature, payable in respect of RZ 1 Sector, including

the Project and the Plot, to all concerned authorities and/or any private bodies, the FMC approved by it in respect of the Project, or RZ 1 Sector as the case may be, security agencies, house-keeping agencies, and other persons.

5.2.6 The Promoter No.1 shall raise periodic bills upon the Allottee/s in respect of his/her/their/its share of the Other Charges & Deposits in advance for each month, after a period of twelve (12) months from the date of receipt of the occupation certificate/s in respect of the Project, or any part thereof, and the Allottee/s shall duly pay and discharge the same regularly within seven (7) Days of the date of the bill/invoice in respect thereof. However, in case of the Outgoings for one year as interest free security Deposit exhausted before completion of one year, then Promoter No.1 shall raise periodic bills upon the Allottee/s prior to the period of aforesaid twelve (12) months

5.2.7 If at any time prior to the handover of RZ 1 Sector in terms of this Agreement, the actual charges and expenses required to be made for the outgoings, maintenance and upkeep of the Common Areas & Amenities and other facilities/areas to be maintained by the RZ 1 Sector Organisation, the same will be adjusted in the following manner: (a) against the accretions of the RZ 1 Sector Corpus Fund and for deficit/additional amount, if any, Promoter No. 1 shall raise bills periodically upon all the allottees/purchasers of the Premises in RZ 1 Sector and if the allottees/purchasers of the Premises in RZ 1 Sector fail to pay, the same shall be adjusted from the RZ 1 Sector Corpus Fund, (b) if the RZ 1 Sector Corpus Fund is exhausted, then Promoter No. 1 shall raise bills periodically to the allottees/purchasers/ of the Plots in RZ 1 Sector, and for this purpose, the Allottee/s shall, no later than seven (7) Days from the date of bill/invoice raised by the Promoter, pay the dues to Promoter No. 1.

5.2.8 The Apex Body Corpus Fund shall, as stated aforesaid, be retained by the Promoter No. 1 until the formation and registration of the Apex Body and shall be utilised for the maintenance and upkeep of all proposed layout roads, together with any amenities, utilities, infrastructure and services, including footpaths, street lights, firefighting systems, and drainage and sewerage systems, to be comprised therein and/or related or associated thereto, as determined, and developed, by the Promoter

No. 1 , and/or the Promoter Affiliates, in its discretion, from time to time; none of which are comprised in, or form a part of, RZ 1 Sector and/or the RZ 1 Sector Land (hereinafter referred to as the “**External Infrastructure**”).

5.2.9 The Promoter No. 1 shall be entitled, in its discretion, to appropriate and/or adjust monies held for one purpose and/or on one account, against any liabilities due and payable herein by the Allottee/s for any other purpose/s and/or on any other account.

5.2.10 The Promoter No. 1 shall, in the interest of the Allottee/s, and RZ 1 Sector, take decisions regarding management and allocation of funds/monies, and the type, mode, quality of services to be provided, in respect of RZ 1 Sector, and the management and administration thereof;

5.3 **Common Amenities and Maintenance (“CAM” charges) and Related Amounts.**

5.3.1 The costs related to the upkeep and maintenance of the Project /Project Land shall be to the account of and jointly borne by the relevant purchasers/allottees proportionate to the Designated FSI of each plot and are payable as the CAM Charges as set out at Annexure “I” (Plot and Project Details). The CAM charges shall not include the cost associated with diesel (or any other fuel) consumption, water consumption and electricity/HVAC consumption within the Bungalow which shall be payable by the Allottee/s, on monthly basis, based on actuals.

5.3.2 The Allottee/s is aware that the CAM charges stated hereinabove are provisional and based on estimates at the time of sales launch of the development. The said amount is subject to inflation increases as per market factors (currently estimated @ 7.5% (seven point five per cent) to 10% (ten per cent) per annum)). Further, these charges are subject to the revision every 12 months after the Date of Offer of Possession by 7.5% (seven point five per cent) to 10% (ten per cent) per annum. In case the increase is to be higher than this amount, the same will have to be mutually agreed between the Entity & Organization/ Apex Body and/or the FMC as the case may.

5.3.3 The Allottee/s undertakes to make payment of the estimated CAM charges for the period stated in Annexure “I” (Plot and Project Details) from the CAM Commencement Date.

5.3.4 All Maintenance Related Amounts stated in Annexure "I" (Plot and Project Details) are compulsorily payable by the Allottee/s in the future upon demand being raised by the Promoters/Entity & Organization/ Apex Body, regardless of whether the Allottee/s uses some of the facilities or not. Any delay or default in payment of the amounts under this Clause shall constitute a breach of the terms of this Agreement and shall lead to suspension of access to the Club House, and all other facilities provided by the Promoters/Entity & Organization/ Apex Body till such time all due amounts are paid together with Interest for the period of delay in payment.

5.3.5 The Promoters shall provide expense details only in connection of Maintenance Related Amounts at the time of handover of the affairs of the phase / segment of Project to the Entity & Organization/ Apex Body and shall not provide expense details for any other head.

5.4 **Taxes including Property Tax And Reimbursement Charges**

5.4.1 All Taxes, shall be borne, paid and discharged by the Allottee/s, as and when the same are required to be paid and/or as and when demanded by the Promoters and the Promoters shall not have any liability or obligation in respect thereof.

5.4.2 If any Taxes, whether retrospective, or prospective, in nature, arise hereafter, including after the Date of Offer of Possession, the Allottee/s shall be solely liable to pay or reimburse (as directed by the Promoter in its discretion) such Taxes including any interest and/or penalties and/or other amounts, charges and costs, if any, in respect thereof within fifteen (15) Days from the date of written demand made on the Allottee/s by the Promoters.

5.4.3 Property Tax, as determined from time to time, shall be borne and paid by the Allottee/s on and from the CAM Commencement Date, separately from any of other consideration / levy / charge/ CAM Charges, etc. The said amount shall be paid by the Allottee/s on or before 30th April of each financial year, based on the estimate provided by the FMC, which shall be provided on or before 15th April of the relevant financial year.

5.4.4 In the event of a shortfall between the amount deposited with the Promoters by the Allottee/s towards Property Tax and the demand raised by the authorities (Shortfall Amount), the Promoters shall inform the Allottee/s of such shortfall and the Allottee/s shall be liable to ensure that the same is paid to the Promoters within 15 (fifteen) days of receipt of intimation from the Promoters, failing which the Allottee/s shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5% (five per cent) of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Promoters shall not be responsible for any penalty/delay/ action on account of such Shortfall Amount and the same shall entirely be to the account of the Allottee/s.

5.4.5 In case there is any surplus amount collected vis-à-vis the demand raised by the Authorities, the same shall be handed over to the Entity & Organization/ Apex Body at time of handover of the affairs of the Entity & Organization/ Apex Body to the Allottee/s.

5.4.6 If the Property Tax demand in respect of the said Plot/Bungalow, comes directly in the name of the Allottee/s, the amount paid by the Allottee/s to the Promoters towards Property Tax in respect of the Bungalow, shall be refunded to the Allottee/s within 15 (fifteen) days of the Promoters being informed by the Allottee/s that such demand has been raised.

5.4.7 The Allottee/s undertakes to pay to the Promoters, on or before the date specified by the Promoters, the Land under Construction Tax for the period of start of construction till the date of receipt of Occupation Certificate in respect of the Bungalow as estimated and demanded by the Promoters from time to time.

5.5 Development Protection Deposit

5.5.1 The Allottee/s shall, on or before the date specified by the Promoter No.1, pay to the Promoter No.1, the Development Protection Deposit set out in Annexure "I" (Plot and Project Details) hereto.

5.5.2 The Development Protection Deposit shall be returned to the Allottee/s after completion of construction of the Bungalow and receipt of Occupation Certificate of the Bungalow by the Allottee/s and subject to the policy of the Promoters no. 1.

5.5.3 The Allottee/s hereto agrees and acknowledges that, in order to claim the return of the said Development Protection Deposit, the Allottee/s shall notify the Promoters about completion of all construction and fit-out works in the Bungalow, and receipt of Occupation Certificate of the Bungalow. On receiving this notification, the Promoter No.1's representatives/ nominees shall inspect the Bungalow, its immediate vicinity and attached Common Areas and Amenities, if any, for compliance with Promoter no. 1's policy and to ensure no damages are caused to the neighboring plots and/or common areas. If all construction and fit-outs carried out by the Allottee/s are in adherence to Promoter no. 1's policy then the Development Protection Deposit shall be returned to the Allottee/s.

5.5.4 In the event, any violations are observed by the Promoter no. 1's representatives/ nominees in this regard, the same shall be intimated to the Allottee/s and the Allottee/s shall get the same rectified within 15 (fifteen) days from the date of the said intimation, at his cost and risk. In the event, the Allottee/s fail/s to do the same, then the Promoter no. 1 shall get the same rectified at cost and risk of the Allottee/s. The Allottee/s shall be solely responsible for all costs incurred in this regard along with 25% of the cost incurred payable as penalty to the Promoter no. 1, and which may be recovered inter alia by way of adjustment / set-off against the Development Protection Deposit.

5.5.5 The Promoter no.1 / FMC shall be entitled to date the said cheque and deposit the same for recovery of the amount. The Allottee/s shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment, etc. The Allottee/s hereto provides unconditional and irrevocable consent to the Promoter no. 1 to insert date on the cheque, as per its sole discretion and the Allottee/s has no objection to the same and waives all his rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Allottee/s, the Promoter no. 1/FMC shall raise bills/invoices on the Allottee/s and the Allottee/s undertakes to pay the same within 15 (fifteen) days

from the date of such invoice. In case the Allottee/s refrains/ from paying the additional amount, the same shall be adjusted from the CAM charges duly paid by the Allottee/s and shall be reflected as arrears and shall be claimed from the Allottee/s by the Entity & Organization/ Apex Body, at the time the same is formed.

5.6 **Indirect Taxes And Levies**

The Allottee/s agrees that all levies, charges, Cess, Indirect Taxes, assignments of any nature whatsoever (present or future) in respect of the said Plot or otherwise shall be solely and exclusively borne and paid by the Allottee/s. All Direct Taxes in respect of profit (if any) earned from the development and sale to the Allottee/s of the Bungalow shall be borne by Promoters.

- 5.7 The Allottee/s hereby agrees and acknowledges that the Promoter no. 1 shall, at all times, have the absolute, unconditional and unfettered right to securitize, dispose-off, utilise or deal with the Purchase Price or any part/ portion thereof (whether or not the Promoter no. 1 is in full receipt of the same as of a particular date), in the manner that the Promoter no. 1 may, in its sole and absolute discretion, deem fit. The Allottee/s hereby further agrees and acknowledges that the Promoter no. 1 may, from time to time, raise finance through any instrument, modes, avenues, options or markets available to the Promoter no. 1, whether in India or worldwide, as permissible under applicable Laws, which may include but not be limited to, procuring such financing from; any private or public institution; issuance of a security, bond, or any instrument, of any nature whatsoever, debt or equity, including redeemable or convertible (fully or partially or optionally) or non-convertible, in the primary / secondary market (whether through private placement or by way of a public offer); from any financial institutions, banks, funds and, or, any other vehicle, instrumentality, entity, body corporate or person, onshore or offshore, as the case may be. Accordingly, the Allottee/s hereby grants his irrevocable consent to the Promoter no. 1 to sell, assign, transfer, securitize, dispose-off, utilise or deal with, in a manner suitable to the Promoter no. 1 (without requiring specific consent from the Allottee/s), the Purchase Price and/or part thereof and any amounts received/ receivable by the Promoter no. 1 hereunder including without limitation, the right to directly receive from the Allottee/s such amounts pertaining

to the Purchase Price and, or, part thereof and, or, any amounts payable by the Allottee/s herein.

- 5.8 It is further agreed that any such securitization shall not lead to an increase in the Purchase Price paid by the Allottee/s for the Bungalow and any payment made by the Allottee/s to the Promoter no. 1 and, or, any bank or financial institution/bond holders/investors/funds /vehicle /instrumentality / entity / corporate body etc. nominated by the Promoter no. 1, in writing, shall be treated as being towards the fulfillment of the obligations of the Allottee/s under this Agreement to the extent of such payment.

6. DEVELOPMENT: PROMOTERS' RIGHTS & ENTITLEMENTS

In addition to rights, entitlements, powers, authorities and discretions of the Promoters, and the information and disclosures referred to, contained and made elsewhere in this Agreement, the Promoters have informed, and made the Allottee/s aware, of the following matters and the Allottee/s agrees to and accepts the same, *inter alia*, on the basis and strength of which the Promoters have entered into this Agreement:

6.1 The Project

6.1.1 The Promoter No. 1 may make minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended by the Project Architect and/or Project Engineer and/or if required by concerned authorities and will be intimated (in writing) to the Allottee/s.

6.1.2 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 concerned authorities at the time of sanctioning the plans or thereafter and shall, before the Date of Offer of Possession obtained from CIDCO and other concerned authorities, the Occupation Certificate in respect of the Project, or any part/s thereof.

6.1.3 The Promoter No. 1 also proposes to construct a City Level Club House, on a plot adjacent to the RZ 7 Sector Land, along with swimming pool and such other amenities which shall be for the benefit of occupants including the Allottee/s herein in the Project as well as to the other occupants/ residents/ users/allotees of other projects in the ITP Whole Project and / or users from outside of the Whole Project who agree to pay membership fee to Promoter No.1.

6.1.4 The roads and infrastructures passing through the RZ 1 Sector Land shall be available for use by all the occupants/users/allotees of all other projects in the Whole Project.

6.1.5 The aggregate area proposed for Project R. G. is indicated in the Plans approved by the Competent Authority;

6.1.6 It is agreed by the Allottee/s that wherever the payment of the Purchase Price is on the basis of achieving certain milestones of work, then the letter from the Promoter No. 1, stating that Project Architect or Project Supervisor has certified that the particular milestone is achieved by the Promoter no. 1, shall be sufficient for the amount to become due and payable from the Allottee/s to the Promoter no. 1. The Allottee/s shall not be entitled to make or demand any other proof of the milestone being achieved or cannot delay the payment of the amount due, for any reason whatsoever.

6.1.7 It is further agreed that for the amount which becomes due and payable by Allottee/s on the basis of achieving certain milestone, then irrespective of the proposed date on which such milestone was to be achieved, as per proposed schedule of progress disclosed to Allottee/s, the amount shall become payable by Allottee/s on the date on which such milestone is actually achieved. The Promoter no. 1 shall be entitled to handover the said Plot faster and complete it earlier than what is disclosed as the proposed schedule of progress.

6.1.8 The Allottee/s rights is restricted only to extent of the Designated FSI to be utilized for constructing the Bungalow and the Allottee/s shall not be entitled to construct anything further, beyond the Designated FSI.

6.2 RZ 1 Sector

6.2.1 The Promoters contemplate that: (i) an overall Development Potential of approximately 29,30,837.40 square metres shall, or may, arise out of, and/or be attributable to, and/or be utilisable upon the Whole Project Land, and (ii) out of the part/portion of the Development Potential to be utilised in RZ 1 Sector, the part/portion of the Development Potential to be utilised in the Project is 1,25,000 square meters. If any part/portion of the Development Potential that is not utilised in RZ 1 Sector, or the Project, and/or the Balance Project of RZ 1 Sector, as mentioned herein for any reason whatsoever, then the Promoter No. 1 may utilize such balance/unutilized Development Potential in another part of the Whole Project Land. The Additional Areas are and shall be over and above the Development Potential.

6.2.2 Presently a small strip of land admeasuring 1977.94 square meters is adjoining RG Area No.6. The Promoter has prepared proposed plans for including the aforesaid strip of land in the RZ 1 Sector Lands in due course of time, a copy of the proposed plans is annexed hereto and marked **Annexure 'K'**. Since the total RG in the RZ 1 Sector will consequently increase, the Promoter shall be entitled to develop 3 additional plots contiguous to RG No. 8, 2 plots contiguous to RG No.6, 2 plots in RG No.1 and 1 plot in RG No.2 which all will form part of the RZ 1 Sector and shall be entitled to deal with it in the manner the Promoter no. 1 deems fit, all of which have been shown hatched in Blue colour on the proposed plan annexed hereto and marked **Annexure 'K'**. In totality there will be slit relocation of RG but will be maintained within the framework of law as per layout requirement. The Promoter has informed the Allottee/s of the aforesaid as and by way of informed consent and the Allottee/s, and/or the Entity/Organization, and/or the RZ 1 Sector Organisation shall not raise any disputes in respect of the same either now or in future.

6.2.3 The concerned authorities have set out, and may set out, any terms, conditions and restrictions which may apply to, and have to be complied with, by the Promoter No.1, and/or the purchasers and allottees of Premises in RZ 1 Sector.

6.2.4 The Common Areas & Amenities will be located throughout parts and portions of the RZ 1 Sector Land and will be developed and constructed in phases as and when such phases of the Project in which the Common Areas & Amenities are situate and developed; and the Allottee/s shall not have any objection, claim, or dispute in respect thereof, and/or in respect of the proportionate charges that will arise and become payable upon Common Areas & Amenities as developed and made available from time to time. The Allottee/s further agree/s, accept/s and acknowledge/s that the charges, liabilities and Taxes payable in respect of the Common Areas & Amenities will be payable by the allottees, purchasers, owners and occupants from time to time of Premises in the entire RZ 1 Sector and will be distributed and apportioned on the basis of the areas of their respective premises as determined by the Promoter no. 1 in its discretion. Further, the Allottee/s is aware and accepts that the Common Areas & Amenities are for the common use of, inter alia, the allottees, purchasers, owners and occupants, from time to time of Premises in the entire RZ 1 Sector and the Allottee/s and/or the Entity & Organisation in respect of each of the clusters in RZ 1 Sector shall never be entitled to, and shall not claim any exclusive right, or interest, with respect to the Common Areas & Amenities within RZ 1 Sector Land or any of the clusters therein and/or restrict or prohibit the use or enjoyment thereof irrespective of whether such Common Areas & Amenities are within RZ 1 Sector Land.

6.2.5 The Promoter no.1 is and shall remain absolutely, exclusively and fully and freely entitled and at liberty in its discretion to: (i) determine the parts and portions of the RZ 1 Sector Land which are to be earmarked for the other phase/cluster, (ii) determine the sequence and order in which the development of the RZ 1 Sector is undertaken including that the balance phase may be undertaken simultaneously or concurrently, and (iii) determine the composition/mix of RZ 1 Sector, including, but not limited to, whether the

same are developed solely by development and construction of bungalow/row houses/twin bungalows/villas, and/or solely as plots, and/or a mix of the two, or otherwise; and Allottee/s shall have no claim or right in respect thereof and shall not be entitled to raise any disputes or differences in relation thereto.

6.2.6 The Allottee/s confirm/s and acknowledge/s that the Balance Project of RZ 1 Sector and/or the plans, layout plans, approvals etc. in respect thereof, being implemented, or to be implemented in future, are not, and shall not be, the subject matter of this Agreement and there is and shall be no right, entitlement, or interest of any purchasers/allottees in respect thereof, including to raise any objection, dispute, or claim in respect thereof.

6.2.7 All purchasers and allottees, from time to time, of Premises in the Project and the Balance Project of RZ 1 Sector, including the Allottee/s herein, shall be and be deemed to be on the same footing, and have and shall always have the same rights, interests and entitlements, as per plans, permissions and approvals from time to time, and shall, with them, and as and when the Promoter no. 1 directs, be admitted as members of the respective entity & organisation to be formed and constituted by the Promoter no. 1.

6.2.8 An electric sub-station to be used by RZ 1 Sector Land shall be located within the RZ 1 Sector Land. However, the benefit of this sub-station shall be availed by the allottees and purchasers of Premises in the RZ 1 Sector. Wadhwa Wise City Organic Waste Converter(s)/Waste recycling units, Sewage Treatment Plants and such other utilities shall also be provided at locations and of sizes/capacity as is required by prevalent rules/vendor specification. The Allottee/s agree/s and accept/s that he/she/they/it shall have no grievance and/or claim against the Promoters in case such utilities are required to be located near the said Bungalow.

6.2.9 The Common Areas & Amenities shall be completed and/or available on or before the date on which the full occupation certificate/s and all other Approvals in respect of the last plot of the last balance RZ 1 Sector Project

is/are received by the Promoter No.1 (hereinafter referred to as the “**RZ 1 Sector Project Completion**”).

6.2.10 There are certain village roads that are passing through the RZ 1 Sector Land. Although the Promoters have maintained the ingress and egress of these roads in the development of the RZ 1 Sector, the allottees and purchasers, the Entity & Organisation, the RZ 1 Sector Organisation and the Apex Body shall never obstruct any public at large to access such village roads.

6.2.11 Further, the Promoters own and hold lands adjoining to the RZ 1 Sector Land, the access to which lands are derived from the RZ 1 Sector Land. The Promoters, the Promoters Affiliates and the purchasers and allottees of such adjoining lands shall have full right to access the RZ 1 Sector Land through 12 mt. wide road on north and south side of Part-A of RZ 1 as marked in **Annexure “L”**, at all times in future, and neither the Allottee/s herein, and/or any purchasers and allottees of the RZ 1 Sector, and/or the Entity & Organisation, the RZ 1 Sector Organisation shall obstruct the use of such right of way to the benefit of the Promoters, the Promoters Affiliates and the purchasers and allottees of such adjoining lands.

6.3 General

6.3.1 The Promoters solely and absolutely, own and are in the charge and control of the Whole Project Lands, the entire Development Potential, and Additional Areas, and have, and shall always have, the entire, exclusive overriding, and irrevocable interest and power, entitlement and authority to develop, from time to time, in a phased manner, over such period of time upto the date on which the full occupation certificate/s and all other Approvals in respect of the last building/wing/bungalow/plot of the last project/phase of the last sector of the Whole Project have been received by the Promoter No. 1 from concerned authorities (hereinafter referred to as the “**Whole Project Completion**”) and in such sequence or order (the same being dynamic in nature) all projects and phases upon the Whole Project Lands, including by submitting any part/s or

portions thereof, under any Applicable Law including UDCPR and by dealing with, distributing, apportioning, utilising and transferring, the Development Potential, in such manner, to such extent, and at such intervals, as the Promoter No.1 deems fit, in its discretion, upon any part/s or portion/s of the Whole Project Lands. The Allottee/s confirm/s and acknowledge/s that all the Other Projects to be developed in the sectors upon the Whole Project Lands and/or the plans, layout plans, approvals etc. in respect thereof, being implemented, or to be implemented in future are not the subject matter of this Agreement and Allottee/s have no right or interest in respect thereof.

6.3.2 The Whole Project Lands will be developed over a time period of several years, wherein lands would be included, substituted, deleted, modified from the ITP Lands. The RZ 1 Sector Land shall always form part of the ITP Lands.

6.3.3 Presently, the Sanctioned Layout of the ITP depicts various and diverse reservations, designations, parks, playgrounds, amenities, schools, colleges, hospitals, health care facilities, markets, town halls, auditoriums, libraries, economic activities/commercial component etc. The Promoters have not represented or given any undertaking and/or timelines in respect of the development of any of the aforesaid. The Promoters may at their discretion assign or transfer such amenities to any third party.

6.3.4 The development of the Whole Project Lands would be undertaken by Promoter No.1 and/or its affiliates and/or any other developers, development managers, joint venture partners, assignees, contractors, appointees, agents etc. from time to time. The scale and nature and quality of these activities and timelines of development and other activities shall be market driven and shall be as per applicable rules and regulations and as may be decided by Promoter No.1 from time to time. The Allottee is aware that applicable rules and regulations, including those related to FSI, land uses, permissibility of activities, environmental norms and several other aspects, will undergo changes and modifications from time to time.

6.3.5 The area of the Whole Project Lands may undergo change on account of addition / deletion in lands as aforesaid modification in prevalent norms, Development Control Regulations, Township Regulations etc. The Sanctioned layout is as on date transitory and shall be revised for development as deemed fit in the sole discretion of the Promoters.

6.3.6 With respect to the Promoters respective obligations as promoters under RERA and the Joint Development Agreement:-

- (a). Promoter No. 1's obligations as "*Promoter*" under RERA in respect of Project shall be with respect to all its obligations and liabilities under the Joint Development Agreement including towards obtaining Plans & Approvals, developing, constructing the Project, the Common Areas and Amenities, delivery of possession of the Premises, and in respect of construction defects;
- (b). Promoter No. 2 shall have no liability or obligation whatsoever in relation to any delay in the completion of development and construction of the Project and/or the delivery of possession of the Premises, under RERA, or otherwise, on account of: (i) any breach, default, non-observance or non-compliance by Promoter No. 1 of Applicable Law, and/or Plans & Approvals, and (ii) any title, claims, or encumbrances arising in respect of the lands owned by Promoter No. 1 out of the RZ 1 Sector which directly result in the development and construction of the Project, or any part thereof being restricted, stopped or delayed; and,
- (c). The Promoter No. 2 shall be solely liable and responsible in respect of all matters, compliances and liabilities, including all disclosures required to be made in respect of title to and in respect of the lands owned by Promoter No. 2 out of the RZ 1 Sector, and any defect, encumbrance or claim relating to title and its rights, title and interest in respect thereof.

6.3.7 Without prejudice to the generality of the foregoing provision, the Promoter No.1 may in its discretion, inter alia, be entitled to:

- (a) make any variations, alterations, amendments, or deletions, in respect of the layout and planning of RZ 1 Sector or any of the projects/phases thereof;
- (b) club, amalgamate, or sub-divide any parts or portion of the RZ 1 Sector Land, into one layout, and/or separate, or combined layout/s, and/or in respect of any Balance Project of RZ 1 Sector, and to do, execute and perform all acts, deeds, matters and things in relation thereto;
- (c) designate, allocate, reserve and/or relocate, realign, modify, and amend from time to time, any Common Areas & Amenities in respect of RZ 1 Sector including the Project and/or any part thereof, including in pursuance of Applicable Law, and/or by virtue of any approvals, and/or as may be required by the concerned authorities;
- (d) direct, designate, hold and control all infrastructure facilities, including public space advertising and all promotional signage, hoarding, and all other nature of signage whatsoever, and designate and allocate any Premises, areas, and spaces, upon or in the RZ 1 Sector Land to any persons, including third party service providers, and/or Promoter Affiliates, for the purpose of facilitating the provision and proper maintenance of utility services including without limitation, electricity, water and telecommunication related services;
- (e) allot and/or grant on lease or otherwise howsoever any areas or spaces in the RZ 1 Sector Land, and/or RZ 1 Sector including the Project to utility service providers including electrical, telecommunication, gas etc. service provider/ supplier or any concerned authorities;
- (f) hand over and/or transfer any part/s or portion/s of the RZ 1 Sector Land, to any persons, parties, government, or statutory authorities, or bodies, with or without any development or construction thereon, in

accordance with Applicable Law, and/or any Approvals, and/or develop any and all areas previously affected by the Reservations and/or as the case may be, and/or develop such further or additional reservations as may be imposed or applied, in the Promoter No. 1's discretion;

6.4 **Allottee/s Confirmations**

6.4.1 The Promoter No.1 proposes to develop RZ 1 Sector, including the Project (by utilization of a part of the Aggregate Development Potential) in the manner more particularly provided in this Agreement and the Allottee/s has/have agreed to purchase the said Plot based on the unfettered and vested rights of the Promoters in this regard. Accordingly, the Allottee/s hereby confirm/s personally and as a prospective member/s of the applicable Entity & Organisation, as follows, which are and shall always be the essence of this Agreement, that is:

- (a). all the matters, and the rights, powers, authorities, discretions, and entitlements of the Promoters, as recorded and contained in this Agreement, and the Promoters intent and desire in respect of the RZ 1 Sector Land and the developments thereof; and,
- (b). the Allottee/s shall not object to, hinder, obstruct or interfere with the Promoter exercising its rights and powers herein or any grounds.

6.4.2 All the allottee/s/purchasers of the Premises in RZ 1 Sector including the Project shall have ingress and egress to any of the Common Areas and Amenities through the access ways and pathways in RZ 1 Sector as determined by the Promoter No.1.

7. **Interest**

In the event of the Allottee/s committing default in payment on the due dates of any amount that becomes due and payable by the Allottee/s to the Promoter no. 1 under this Agreement (including his/her/their proportionate share of taxes levied by concerned Local Authority and other outgoing), the Allottee/s agrees to pay to the Promoter no. 1 the Interest which shall mean simple interest at State Bank of India's

(SBI) highest Marginal Cost of Lending Rate (MCLR) + 2% (two per cent) per annum. The MCLR shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI on all the amounts including the Purchased Price or any part thereof payable by the Allottee/s to the Promoter no. 1 under the terms of this Agreement from the date the said amount becoming due and payable by the Allottee/s to the Promoter no. 1 i.e. 14 (fourteen) days from the date the Promoter no. 1 raises demand for the payment of such installment, till the date of realization of such payment. The Allottee/s confirms that the payment of Interest by the Allottee/s shall be without prejudice to the other rights and remedies of the Promoter no. 1 and shall not constitute a waiver of the same by the Promoter no. 1, unless specifically provided by the Promoter no. 1 in writing.

8. Loans against the said Plot / the Bungalow

8.1 The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Allottee/s in connection with the payments to be made pursuant to this Agreement and any loan/mortgage created or to be created over the said Plot/ the Bungalow in connection with such loan (which requires the prior written consent of the Promoter no. 1), the Allottee/s shall remain solely and wholly responsible for the timely payment of the Purchase Price or the part thereof and/or any other the amounts payable hereunder.

8.2 The Parties further agree that the Promoter no. 1 shall not, in any way, be liable or responsible for the repayment of the loan taken by the Allottee/s. All costs in connection with the procurement of the loan and creation of a mortgage over the said Plot/ the Bungalow and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Allottee/s. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Promoter no. 1 shall have a lien on the

said Plot/ the Bungalow to which the Allottee/s has no objection and hereby waives his right to raise any objection in that regard.

8.3 The Allottee/s hereby expressly agrees that so long as the loan and the Purchase Price remain unpaid/outstanding, the Allottee/s subject to the terms hereof, shall not sell, transfer, let out and/or deal with the said Plot/ the Bungalow in any manner whatsoever without obtaining prior written permission of the Promoter no. 1 and/or the relevant banks/financial institutions which have advanced the loan. In the event of the Promoter no. 1 granting such consent, the Allottee/s shall be liable to and shall pay to the Promoter no. 1 such sums as the Promoter no. 1 may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same, provided however that such transferee/s/assignee/s of the Allottee/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottee/s to be observed, performed and complied with. All the provisions of this Agreement shall ipso facto and automatically apply mutatis mutandis to such transferee/s/assignee/s also. The Promoter no. 1 shall not be liable for any of the acts of omission or commission of the Allottee/s which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Allottee/s to inform the Entity & Organization/ Apex Body about the lien/charge of such banks/financial institutions and the Promoter no. 1 shall not be liable or responsible for the same in any manner whatsoever.

8.4 The Allottee/s indemnifies and hereby agrees to keep indemnified the Promoter No.1 and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoter no. 1 and its successors and assigns may suffer or incur by reason of any action that any bank/financial institution may initiate on account of the loan or for the recovery of the loan or any part thereof or on account of any breach by the Allottee/s of the terms and conditions governing the loan.

9. TIME PERIOD FOR POSSESSION AND DEFECT LIABILITY

- 9.1 Subject to and upon the provisions of this Clause and subject to Force Majeure, the Promoters shall endeavor to offer possession of the Plot, to the Allottee/s, on, or by, the Date of Offer of Possession; provided all the amounts due and payable by the Allottee/s under this Agreement are paid to the Promoters/concerned authorities and the Allottee/s has/have complied with all the terms and conditions of this Agreement.
- 9.2 The Allottee/s shall take possession of the said open Plot within 15 (fifteen) days of the Date of Offer of Possession, failing which the Allottee/s shall be solely responsible/liable for all loss or damage that may be suffered by the Promoters on account of such Allottee/s Event of Default.
- 9.3 The Allottee/s agrees and undertakes to ensure that the construction of the Bungalow is commenced (evidenced by completion of plinth) no later than 4 (four) years from the date of "Date of Offer of Possession" and complete the construction no later than 7 (seven) years from the date of "Date of Offer of Possession". The construction shall be deemed to be completed on the date the Occupation Certificate in respect of the Bungalow (hereinafter referred to as the "OC") is obtained by the Allottee/s. In case of delay in the completion of construction within the timelines as mentioned herein, the Allottee/s shall be liable to pay to the Promoter no.1, an amount of Rs. 5000 (Indian Rupees Five Thousand Only) per week along with applicable Taxes thereon, for every week (or part thereof) till such time the OC is obtained in respect of the Bungalow. This amount shall become payable within 1 (one) month of the demand being raised for the same and any delay shall carry interest @ SBI 1 year MCLR+2%. Further, no resale NOC in respect of the Bungalow/Plot shall be issued by the Promoters or Entity & Organization/ Apex Body (*as the case may be*) till such time that these amounts are paid in full.
- 9.4 If the Date of Offer of Possession has occurred and the Allottee/s has/have not complied with any of his/her/their/its obligations under this Agreement, including this Clause, and/or the Allottee/s refuse/s to take possession of the Plot, then the same shall be an Allottee/s Event of Default. Without prejudice to its other rights of

termination in such a case, the Promoters may, in their discretion, condone the delay, and/or default, by the Allottee/s on the condition that the Allottee/s shall, in addition to all its other liabilities and obligations herein, including payment of all Aggregate Payments, bear and pay to the Promoters separate/independent pre-estimated fixed charges, in addition to (and not in substitution of) interest, calculated at the rate of Rupees 25/- (Rupees Twenty Five Only) per square meter of the Plot per month (hereinafter referred to as the “**Holding Charges**”) and other charges to upkeep the Plot after the expiry of two months from the Date of Offer of Possession or on such dates and at such intervals as the Promoters direct, till the Allottee/s is/are in full compliance with its obligations under this Agreement, including this Clause.

- 9.5 The Allottee/s also accept/s acknowledge/s that as on the Date of Offer of Possession, there shall, or may, be project development and construction works ongoing at such time, including in respect of the Common Areas & Amenities and Balance Project of RZ 1 Sector.
- 9.6 If, on, or prior to, the Date of Offer of Possession, there are any Aggregate Payments and/or Taxes that are due and payable by the Allottee/s, and/or there are any other obligations herein of the Allottee/s to be performed, the Allottee/s shall be entitled to the possession of the Plot as aforesaid, only upon he/she/they/it having made all payment thereof to the Promoters and/or complied with such obligation.
- 9.7 Subject to the Allottee/s having complied with his/her/their/its obligations under this Agreement, including this Clause, if within a period of 5 years from the Date of Occupation Certificate, the Allottee/s brings to the notice of the Promoters, any Construction Defects in the allotment or any defects on account of workmanship, quality or provision of service, then, wherever possible, the same shall be rectified/repared by the Promoters at their own costs, or if the Promoters are of the view and opinion, in their discretion that it is not feasible or practicable to rectify/repair the same, then at their discretion the Promoters shall pay to the Allottee/s, reasonable compensation for such defect in the manner as provided under Real Estate (Regulation and Development) Act, 2016. It is clarified that the Promoters shall not be liable to rectify any defects and/or pay any compensation in the event such defects are caused due to wear and tear, loss or damage due to a Force

Majeure, minor changes/cracks on account of any variation in temperature/weather, misuse, unauthorized or non-permitted alterations by the Allottee/s, renovations or repairs and loss or damage caused by any act, omission, negligence, and/or failure to undertake proper and effective care and maintenance as a prudent person would on behalf of the Allottee/s.

9.8 Delay in handing over possession by the Promoter no. 1

9.8.1 The Promoter no. 1 shall endeavor to take all such steps and precautions necessary to handover the Plot as contemplated herein. However, if on account of Force Majeure there is any delay or anticipated delay in the Date of Offer of Possession, then the Promoters shall not be responsible or liable in any manner, and the same shall both automatically and forthwith stand extended for a period that is equivalent to the period that the Force Majeure continues and has continued and an additional period of 180 Days thereafter; for remobilization, in which case, the Date of Offer of Possession shall automatically stand revised to and substituted by the revised Date of Offer of Possession as communicated by the Promoters. The Allottee/s shall not object, raise any disputes, and/or protest, and/or hold the Promoters liable for the aforesaid delay and extension of time, and shall not be entitled to, and shall not, make, or raise, any claim, for any damages, compensation, reimbursement of expenses or any other payments.

9.8.2 It is agreed between the parties hereto that if the Promoter fails to give possession of the said Plot in accordance with the terms of this Agreement within the stipulated period or within further mutually agreed period (and a period of three months thereafter) or if, the Promoter and/or its agents for reason beyond its control, are unable to give possession of the said Plot by the said date and after a period of two months if those reason still exist, then in such case, the Promoter shall, without prejudice to its rights reserved hereunder, be liable on demand of the Purchaser/s to refund the amounts already received by it in respect of the said Plot from the Purchaser/s with simple interest thereon at such rate of interest as prescribed under the provisions of the RERA Act, 2017, and the Rules made thereunder, per annum, from the date it received the same till the date the amounts and interest thereon is refunded to the Purchaser/s;

10. MAINTENANCE OF THE SAID PLOT/ PROJECT LAND / RZ1 SECTOR LAND/ WHOLE PROJECT LANDS/ WADHWA WISE CITY:

- 10.1 The Allottee/s is aware and agrees that the maintenance and upkeep of the Common Areas and Amenities of the Project shall be managed by a FMC appointed by the Promoter no. 1.
- 10.2 The Allottee/s along with the other purchasers in the Project shall undertake and cause the Entity & Organization/ Apex Body to ratify the appointment of the FMC as aforesaid. The Entity & Organization/ Apex Body may appoint the FMC for the term or such further term, or choose to appoint any other facility management company for the maintenance and upkeep of the Common Areas and Amenities, the Project. Similarly, the Federation may appoint the FMC for a further term or choose to appoint any other facility management company for the maintenance and upkeep of the Common Areas and Amenities of the Project Land.
- 10.3 The FMC shall be entitled to end its services by giving an advance written notice of 1 (one) month to the Entity & Organization/ Apex Body / Federation in the event the CAM Charges as applicable, have not been paid by 100% (hundred per cent) of the purchasers of the Plots / Bungalows at the due date (with a grace period of 30 days).
- 10.4 Notwithstanding anything stated elsewhere in this Agreement, the Entity & Organization/ Apex Body shall also be entitled to end the services of the FMC with advance written notice of 1 (one) month if such termination has the written consent of 100% (hundred per cent) of the purchasers in the Project.
- 10.5 The Allottee/s agrees and undertakes to cause the Entity & Organization/ Apex Body to be bound by the rules and regulations that may be framed by the FMC.
- 10.6 The Allottee/s agrees that the ITP Project/Wadhwa Wise City or parts/phases thereof shall be maintained by one or more Township Maintenance Agency (hereinafter referred to as the "TMA") till such time the Planning Authority/Municipal Corporation/Concerned Authority takes over the maintenance of the ITP

Project/Wadhwa Wise City or parts/phases thereof as per applicable regulations. Necessary and separate maintenance charges at Project Level/Real Estate Project-level/Larger Land level shall be levied by the Promoters /Township Maintenance Agency and shall be payable by the users/occupants/residents of the Wadhwa Wise City including the residents of the Project.

10.7 The Allottee/s is/are further aware and agree/s that the Whole Project Lands/Wadhwa Wise City requires proper and periodic maintenance and upkeep. The Allottee/s has/have agreed to purchase the said Plot on the specific understanding that the right to use Common Areas and Amenities of the Whole Project Lands and/or Wadhwa Wise City shall be subject to payment of maintenance charges by him/her/it amongst other charges, as determined by the Entity & Organization /Apex Body and/or to the competent authority (in case of handover of ITP land to competent authority) as the case may be. The Allottee/s is/are aware that the Allottee/s rights are restricted to the use and enjoyment of the Common Areas and Amenities of Whole Project Lands /Wadhwa Wise City which are specified in this Agreement.

10.8 The Allottee/s hereto agree/s and acknowledge/s that the Promoter no. 1 shall enter into contracts with any Township Management Agency to provide various services such as electricity supply, water supply, water / sewage recycling / treatment and supply, gas supply, garbage handling, security services, medical services, housekeeping, sewage network management, traffic management, emergency services and other general operations in respect of the sewage, Wadhwa Wise City and/or layout related infrastructure thereto to the residents of the various projects in the ITP including residents of the said Project on the terms and conditions contained therein. The Promoter no. 1 reserves the absolute right to conduct all negotiations and finalize terms in this regard. The terms and conditions of such contracts shall be binding on all residents of ITP including the Allottee/s herein and all purchasers/residents/the associations/ultimate organizations/federations shall adhere to the same without raising any dispute thereto. The Allottee/s has no objection to the above and waives all his rights to raise any objection. In accordance with the aforesaid, the Allottee/s is also required to pay the amounts that are set out in

Annexure "I" hereto to the TMA to enable the TMA to provide its services and maintain the Common Areas and Amenities for the sewage /Wadhwa Wise City.

11. COMMON AREAS & AMENITIES & RECREATIONAL FACILITIES IN RZ 1 SECTOR

11.1 The Common Areas & Amenities, as currently planned include, city level club house on a plot adjacent to the RZ 7 Sector Land, along with swimming pool and such other amenities which shall be for the benefit of occupants including the Allottee/s herein in the Project as well as to the other allottees, purchasers and occupiers of Other Projects in the Whole Project and users from outside of the Whole Project who have agreed to pay a Membership fee to the Promoter No.1 and certain recreational facilities for the benefit of all allottees/purchasers and occupiers of Premises in RZ 1 Sector. Subject to the Allottee/s complying with, observing and performing all the terms, conditions and provisions of this Agreement, including making payment of the Aggregate Payments, the Allottee/s will be entitled to apply for and take up membership of such club house, and after RZ 1 Sector Completion subject to Force Majeure, the Allottee/s may access, use, and enjoy the same, in respect of which the Allottee/s will be liable to comply with the terms and conditions, and make payment of the fees and monthly maintenance charges as may be decided by the Promoter No. 1 Similarly, the guests of the Allottee/s may be permitted to use the Club subject to the rules and regulations of the FMC and payment of guest charges, if any as determined by the FMC. The terms and conditions with respect to the operation of the Club and membership of the Club will be subject to the terms and conditions/rules as may be framed and/or charges that may be levied by the FMC from time to time and the Allottee/s confirms and agrees to be bound by and abide by the terms and conditions and undertakes not to raise any objections in this regard.

11.2 For further clarification, after the period mentioned at Annexure "I" (Plot and Project Details), the Allottee/s shall be obliged to renew the membership on terms and conditions applicable at the time of such renewal and execute such additional documents and pay the Promoters / the FMC as the case may be the Membership Fees at prevailing rates towards the maintenance membership, usage, maintenance,

usage, and upkeep of the Club. Such additional Membership Fee shall be paid in a form and manner prescribed by the Promoters / FMC, failing which the Promoters shall be entitled to suspend access to the all such facilities offered and the Allottee/s shall not be entitled to avail of the Club facilities.

11.3 The right to use the facilities at the city level club house, swimming pool and certain other recreational facilities shall be personal to the Allottee/s in the Project and shall not be transferable in any manner to any third person or party whatsoever, save and except to the transferee of the said Plot/ the Bungalow upon the sale / transfer of the said Plot/Bungalow by the Allottee/s. In the event, the said Plot/ the Bungalow is sold/ transferred by the Allottee/s, then the Allottee/s along with his family members being the associate members of the Club, shall cease to be members of the Club, as the case may be and in turn, the membership (and all rights and obligations thereto) shall be transferred to the transferee/ new owners of the said Plot/ the Bungalow, upon them making application for the same and agreeing to abide by the terms, rules and regulations of the Club and/ or the FMC.

11.4 The Parties agree that the Club does not form part of the Common Areas and Amenities and it shall always be and shall remain the property of the Promoter no. 1 and the Promoter no. 1 may at its discretion transfer the Club to the Entity & Organization/ Apex Body. Parties further agree that the Promoter no. 1/FMC shall be entitled to grant membership rights to any other third party person(s) / monetize the Club as they may deem fit and the Allottee/s shall not be entitled to object to the same.

11.5 The Purchaser is aware that the Project / Whole Project Lands will be developed in multiple phases/ sub-divisions and therefore, the common amenities and facilities (like club house, recreational spaces, etc.) shall also be made available to the residents of each phase / sub- division, in a phase-wise manner, as per the overall development plan envisaged by the Promoter no. 1 for the development of and, or, in respect of the Project/ Whole Project Lands.

11.6 The Allottee/s is aware that the Promoter no.1 seeks to provide a superior quality of services and facilities for its residents and for such purpose, the Promoter no.1

has/shall enter into agreements with various third parties/operators (hereinafter referred to as the “**Service Providers**”) in relation to the operation of certain facilities/amenities which are located in constructed spaces that have not been counted in FSI (hereinafter referred to as the “**FSI Free Constructed Spaces**”) by the concerned authorities on account of such spaces so as to facilitate the recreation/comfort of the purchasers/allottees. The terms of such arrangements shall be binding on the Allottee/s and the Entity & Organization/ Apex Body, subject to the following restrictions:

11.6.1 such FSI Free Constructed Spaces cannot be sold and the tenure for use of such FSI Free Constructed Spaces by the Service Providers shall not exceed 15 (fifteen) years;

11.6.2 upon formation of the Entity & Organization/ Apex Body, the Entity & Organization/ Apex Body shall take charge of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers;

11.6.3 any external members of such facility shall abide by the security, dress and behavioral guidelines that would apply to the residents of the Bungalow;

11.7 The Allottee/s is aware that the Promoter no.1 is not in the business of or providing services proposed to be provided by the Service Providers/FMC or through the Service Providers/FMC. The Promoter no.1 does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/FMC. The Parties hereto agree that the Promoter no.1 is not and shall not be responsible or liable in connection with any defect or the performance/non-performance or otherwise of these services provided by the respective Service Providers/FMC.

12. **PROJECT COMPLETION; ENTITIES & ORGANISATIONS;
FEDERATION; TRANSFER**

12.1 The Promoters estimate the date of Project Completion to be on or before [REDACTED] and, the Promoters in their sole discretion, and subject to Force Majeure intend as follows:

12.1.1 Within 3 (three) months from the date on which 50% of the total number of allottees have booked Premises in the Project, the Promoters shall initiate the process of applying for the formation of a co-operative society under the Maharashtra Co-operative Societies Act 1960, and/or any other entity, organisation, association, or body, referred to in, or permitted under, RERA (hereinafter referred to as the “**Entity & Organisation**”), to comprise, inter alia, the Allottee/s and other allottees/purchasers/occupants of Premises in the Project. The nature, type, and constitution of the Entity & Organisation shall be determined by the Promoter no. 1 in its discretion. Presently it is contemplated that the Entity & Organisation to be formed and registered in respect of the Project shall be a co-operative society;

12.1.2 similarly, as and when the Promoter no. 1 receives final Approvals in respect thereof, including the final occupation certificate/s in respect thereof, the Promoter shall likewise form and constitute the Entities & Organisations in respect of each of the Balance Project of R Z 1 Sector;

12.1.3 the Promoter no. 1 shall within 3 (three) months from the date of obtainment of Full Occupation Certificate of the last premises on the RZ 1 Sector Land, shall apply for formation of the RZ 1 Sector Organization, in the manner permissible under Applicable Law. Thereafter, the Promoters shall demise the RZ 1 Sector Land and the Common Areas and Amenities to the RZ 1 Sector Organization for a term in perpetuity. The RZ 1 Sector Organization will comprise of the Entity & Organisation of the Project and other Entities & Organisations in respect of Balance Project of RZ 1 Sector. The lease in perpetuity so executed in favour of RZ 1 Sector Organization shall be subject to the Promoters retaining the rights over the internal roads and the other amenities on the RZ 1 Sector Land for the benefit of all the occupants on the Whole Project Lands as well as for themselves for carrying out the development of the ITP Lands. Further, the lease of the RZ 1 Sector Land

shall be subject to any deduction of land which may have to be conveyed to CIDCO like internal roads or other amenities.

- 12.2 The RZ 1 Sector Organization shall come forward and execute such documents immediately upon being called upon by the Promoters to do so to ensure that the Promoters comply with all their obligations and duties as provided under RERA. The RZ 1 Sector Organization shall indemnify and keep indemnified the Promoters from and against any liabilities that may be imposed on the Promoters by reason of any delay on the part of the RZ 1 Sector Organization in coming forward and executing such. All costs, charges and expenses including stamp duty and registration charges payable on such transfer/lease shall be to the account of RZ 1 Sector Organization.
- 12.3 The nature, type and constitution, of the RZ 1 Sector Organisation, and its rights, powers, and authorities shall be determined by the Promoter No.1. Further, the Promoters will hand over all the sanctions, Plans & Approvals, as may be required to the respective Entity & Organisation and/or the of RZ 1 Sector Organisation.
- 12.4 All costs, charges, expenses, liabilities, taxes and maintenance charges, and capital and revenue expenditure related to, and arising from, the Common Areas & Amenities shall be proportionately borne, paid and discharged by the entities & organisations formed and constituted in respect of of RZ 1 Sector, based upon the aggregate area/square meter thereof of all the Premises of the respective projects of of RZ 1 Sector.
- 12.5 The Promoters shall on or prior to execution and registration of the Lease Deed in favour of the RZ 1 Sector Organization, make full and true disclosure of the nature of its title to the remaining development of RZ 1 Sector Land leased to the RZ 1 Sector Organisation under the aforesaid Lease Deed, as well as encumbrances thereon, if any, including any right, title, interest or claim of any person/s in, to or upon the same.
- 12.6 Within three (3) months from completion of the Whole Project and receipt of occupation certificate of the last structure, the Promoters shall initiate the process of

applying to concerned authorities for formation of an apex body, being a corporate body, or association, or organization, or other entity, as may be formed and constituted by the Promoters, at their sole discretion, under any Applicable Law, having as its members and constituents: (a) the sector entities formed in respect of the sectors to be developed and completed upon the Whole Project Lands, in a phased manner, over a period of time, with each such sector having a project, or multiple projects as determined by the Promoter in its discretion, and/or (b) the Promoters, and/or (c) any other persons or parties, including the holders and/or lessees, from time to time, of parts or portions of the Whole Project Lands, and/or the owners and/or holders, from time to time, of any buildings or structures developed thereon as projects; as the Promoters deem fit in their sole discretion (hereinafter referred to as the “**Apex Body**”).

12.7 The Promoters shall convey and transfer the Whole Project Lands together with the External Infrastructure to the Apex Body within three (3) months on happening of both the following events, that is:

12.7.1 the receipt of the full occupation certificate of the last building/wing/structure of the last project/phase of the last sector of the Whole Project, by the Promoters; and,

12.7.2 the receipt of the entire purchase price, consideration and other charges, amounts and deposits by the Promoter No. 1 from all allottees/purchasers of all the premises in the Whole Project;

12.7.3 it is clarified that the aforesaid conveyance and transfer excludes or is subject to: (i) any portions thereof handed over to concerned authorities or utility providers pursuant to any reservations, and/or leases of utilities, (ii) any encroached areas which will be transferred on an “as is where is basis”, as may be determined by the Promoters in its discretion, and, (iii) all conveyances of buildings and structures constructed on the Whole Project Land to various entities & organizations of the Whole Project and the lease of the RZ 1 Sector Land and the Common Areas & Amenities to the RZ 1 Sector Organisation on the terms and conditions contained herein and in the

manner as described in this Agreement). The Promoters shall execute Deed/s of Transfer and Lease Deeds and other writings in respect thereof, subject to (a) what is stated hereinabove, and (b) all other rights, easements, powers, privileges, authorities reserved herein unto the Promoters.

12.8 Without prejudice to the generality of the foregoing provisions, the Promoters have put the Allottee/s to notice of the following matters, facts and disclosures which the Allottee/s has/have agreed and accepted:

12.8.1 that the RZ 1 Sector Land, shall never be sub-divided from the Whole Project Land; and,

12.8.2 that the development of RZ 1 Sector in phases upon the RZ 1 Sector Land contemplates the utilization of part/portion of the Development Potential, which may not be proportionate to the FSI and development potential attributable to and arising out of the RZ 1 Sector Land and also the Additional Areas are and shall be over and above the Development Potential. The Allottee/s, for himself/herself/themselves/itself, and as a prospective member of the Entity & Organisation, shall not be entitled to raise any claim or dispute in respect thereof.

12.9 All the documents, writings, Deed/s of Transfer, Lease Deed etc., to be executed in the conveyance/s, transfer/s and lease, as referred in this Clause (12.9), and all other documents and writings to be executed in relation thereto and/or in pursuance thereof, including bye-laws, rules and regulations of the Entity & Organisation formed in respect of the Project and the RZ 1 Sector Organisation formed in respect of RZ 1 Sector, and the Apex Body, and all writings, forms, applications, etc. in relation to the proposed formation and registration thereof, shall all be prepared and approved by the Advocates and Solicitors appointed by the Promoters, and the same shall contain such terms, conditions, covenants, stipulations and provisions, including those contained in this Agreement including reserving the rights, powers, authorities and benefits of the Promoters, as the Promoters deem fit.

- 12.10 The Entity & Organisation, entities and organisations in respect of each of the Balance Project of RZ 1 Sector, the RZ 1 Sector Organisation, and the Apex Body to be formed and constituted in respect of the Project, Balance Project RZ 1 Sector, RZ 1 Sector, and the Whole Project, respectively, shall be known by such names as the Promoter no. 1 may decide, which names shall not be changed by the Allottee/s, and/or any other purchasers and/or the Entity & Organisation, entities and organisations in respect of each of the Balance Project RZ 1 Sector, and/or the RZ 1 Sector Organisation and/or the Apex Body without the prior written consent of the Promoters;
- 12.11 The Allottee/s shall co-operate with the Promoters and shall sign and execute application forms, papers, declarations, documents and other writings for registration of the Entity & Organisation to be formed and constituted in respect of the Project and do all necessary acts and deeds, so as to enable the Promoters to respectively register the same.
- 12.12 Unless and until the Allottee/s is/are in full compliance of the terms and conditions of this Agreement including the payment of the Aggregate Payments to the Promoters, the Entity & Organisation shall not issue and deliver a share certificate to the Allottee/s.
- 12.13 All, without limitation costs, charges and expenses in respect of the formation and registration of (i) Entity & Organisation, in respect of the Project, shall be borne and paid by all the allottees, purchasers, transferees and occupants of all the Premises in the Project, (ii) Entities & Organisations in respect of the Balance Project of RZ 1 Sector shall be borne and paid by all the allottees, purchasers, transferees and occupants of all the Premises in the Balance Project of RZ 1 Sector, (iii) the RZ 1 Sector Organisation shall be borne and paid by all the Entities & Organisations formed, in respect of RZ 1 Sector, and (iii) the Apex Body shall be borne and paid by the RZ 1 Sector Organisation and all other sector entities formed by the Promoter in respect of Whole Project as set out hereinabove; and the Promoter shall not be liable to bear or pay the same or contribute towards the same, at all. If any delay or default is made in the payment or reimbursement of such costs, charges, or expenses, for any reason whatsoever, the Promoters shall never be held responsible

or liable for any delay in the formation and registration of the Entity & Organisation, and/or Entities & Organisations of Balance Project of RZ 1 Sector, and/or the RZ 1 Sector Organisation and/or the Apex Body.

13. NO RIGHTS TO DEMAND SUB-DIVISION

13.1 The Allottee/s of the said Plot agreed to be sold hereunder and all the other purchasers/allottees of Plots in the said Project Land shall not have any right to demand sub-division of the said Plot and always subject to the applicable rules, regulations and bye-laws; and

13.2 The Allottee/s shall not have individual right, title, claim or interest in respect of the amenity spaces, open spaces and the said entire RZ 1 Sector Land and the rights of the Allottee/s are confined only to the said Plot hereby agreed to be sold, it being expressly agreed subject to the applicable rules, regulations and bye-laws of the Entity & Organisation/ RZ 1 Sector Organisation/Apex Body.

14. UNSOLD PLOTS IN THE PROJECT

14.1 The person/s in whose favour the Promoters have granted or created, or agreed to grant or create, any mortgage, charge or security interest in respect of any unsold Premises in RZ 1 Sector, may itself/himself/herself/themselves, or jointly with the Promoters, or the Promoters (as the case may be) be admitted as and made members of any of the relevant Entity & Organisation to be formed in respect of such projects in RZ 1 Sector in which such unsold plots are situated, without it, him, her or them or the Promoters being made subject or liable to any separate, special, new or additional condition/s and required to pay any separate, special, additional or extra amount or consideration whatsoever for the same (whether by way of transfer fees, charges, premium, donation or otherwise) and the Allottee/s shall not raise any objection.

14.2 The Promoters shall not be liable to bear or pay any contributions, deposits, expenses, transfer fees, non-occupancy charges, donations, premiums or any other amounts, charges or liabilities whatsoever to the Entity & Organisation and/or the

RZ 1 Sector Organisation, as the case may be, in respect of any unsold/unallotted plots.

14.3 The Promoters shall be entitled, but not obliged to, join as a member of the Entity & Organisation in respect of unsold plots in the Project, if any. Post execution of the Deed/s of Transfer in favour of such Entity & Organisation, the Promoters shall continue to be entitled to such unsold Premises and to undertake the marketing, etc., in respect of such unsold plots.

14.4 Further, it is hereby agreed by and between the Parties, that the purchaser/lessees/occupants of these unsold plots shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the Common Areas and Amenities and facilities at par with any other member of the Entity & Organization/ Apex Body / RZ 1 Sector Organisation. In the event of a violation or breach of the covenants at this and the preceding sub-clause, the Allottee/s will be liable to pay an amount equivalent to 1% (one per cent) of the Purchase Price of the Plot being sold for each month of delay caused.

15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

15.1 The Promoters hereby represent and warrant to the Allottee/s as follows:-

15.1.1 The Promoters have availed of and/or may also avail of additional financial assistance, including any construction/corporate loans, infrastructure loans, from bank/s, financial institution/s, and/or person/s against security of any part/s of the Whole Project Lands, including the RZ 1 Sector Land, and/or in respect of all projects, including RZ 1 Sector, and/or the Project and/or the projects in sectors upon the Whole Project Lands, or any parts thereof, or any receivables, which have been, or may be, mortgaged, or charged to such banks and/or financial institutions and/or other persons as security for repayment of the financial assistance taken from them. As part of any such arrangement by the Promoters, all or any of the responsibilities and/or obligations and rights of the Promoters under this Agreement may be transferred to any other person. The Promoters agree that on or prior to the

Date of Offer of Possession, the Promoters shall obtain a letter releasing mortgage or charge of such bank/s, and/or financial institution/s, and/or person/s, over the Plot alone, enabling the Promoters to complete the allotment and sale thereof to the Allottee/s, free of the same. The Promoters agree that post the execution of this Agreement, any mortgage or charge shall not affect the right and interest of the Allottee/s under this Agreement.

15.1.2 Subject to the disclosures made herein by the Promoters, and what is stated in the Title Certificate, the Promoters hereby represent and undertake as follows:

15.1.2.1 the Promoter No. 1 is seized and possessed of or otherwise well and sufficiently entitled (including to develop) the WCIPL Lands;

15.1.2.2 the Promoter No. 2 is seized and possessed of or otherwise well and sufficiently entitled (including to develop) the VPPL Lands;

15.1.2.3 the Promoters are jointly developing the Whole Project Lands under the Joint Development Agreement;

15.1.2.4 the Promoter No. 1 has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall apply for all necessary Approvals from time to time in respect of the Project and/or RZ 1 Sector;

15.1.2.5 the Promoters have not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the Plot;

15.1.2.6 there are no encumbrances upon the RZ 1 Sector Land or the Project except those disclosed in the Title Certificate;

15.1.2.7 apart from the litigations mentioned in RERA registration of the said project, there are no litigations pending before any Court of law with respect to the RZ 1 Sector Land, and/or the Whole Project Lands, and/or Project;

15.1.2.8 all approvals, licenses and permits issued by the competent authorities with respect to the Project, RZ 1 Sector 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 Project, RZ 1 Sector 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 Project, RZ 1 Sector Land and Common Areas & Amenities;

15.1.2.9 other than the Joint Development Agreement, the Promoters have not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the RZ 1 Sector Land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee/s under this Agreement;

15.1.2.10 the Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the Plot to the Allottee/s in the manner contemplated in this Agreement;

15.1.2.11 at the time of execution of the Deed/s of Transfer of the RZ 1 Sector Land to the RZ 1 Sector Organisation, the Promoters shall handover lawful, vacant, peaceful, physical possession of the Common Areas & Amenities to the RZ 1 Sector Organisation;

15.1.2.12 the Promoters have duly paid and shall continue to pay and discharge upto the issuance of Occupation Certificate 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 Project to the competent authorities; and,

15.1.2.13 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 RZ 1 Sector Land) has been received or served upon the Promoters in respect of the RZ 1 Sector Land and/or the Project.

16. COVENANTS AND OBLIGATIONS OF ALLOTTEE/S

16.1 The Allottee/s shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi-governmental agencies and pollution control board and which may include operation of the rain water harvesting, water treatment plants, sewerage/effluent treatment plant (if any), fossil fuel generators, dependable parking (if any), solar water heater, photo-voltaic lights/panels, ventilation devices, fire-fighting system/equipment/alarms/sprinklers, organic waste convertors, solid waste segregation, garbage chute and other equipment and processes etc. The Allottee/s hereby give/s his/her/their/its consent and no-objection to the Promoters and/or the Entity & Organisation and/or RZ 1 Sector Organisation and/or the Apex Body to operate, upgrade, maintain and run the above-mentioned equipment, systems, facilities and processes as per the rules and regulations imposed by the concerned authorities and the Allottee/s agrees to contribute to costs involved in these processes on pro-rata basis or as decided by the Promoters and/or the Entity & Organisation and/or the RZ 1 Sector Organisation and/or the Apex Body. The Allottee/s will not hold the Promoters accountable for any penalty or action taken by any authority for failure on the part of the Allottee/s or Entity & Organisation and/or the RZ 1 Sector Organisation and/or the Apex Body, to comply with the required laws and procedures for obtaining consents, certification, permissions etc. for operation, up-gradation, modification, periodic monitoring and maintenance of such equipment's /devices and processes.

16.2 If the same is possible and feasible, based, *inter alia*, on the stage of development and construction, and subject to safety conditions, the Allottee/s shall be entitled to visit and view the Project, after taking a prior appointment with the Promoter no.1. The Allottee/s shall adhere to any safety and security conditions as stipulated by the Promoter no.1 and shall visit and inspect at his/her/their/its sole discretion.

16.3 The Allottee/s, with the intention to bind all persons in whose hands the Plot may come, hereby agree/s, confirm/s undertake/s and covenant/s with the Promoters as follows:-

16.3.1 pursuant to obtaining the Promoter no.1's prior written approval, submitting plans and specifications in respect of construction of Bungalow on the Plot or other amenities and;

16.3.2 to rectify and make good any unauthorised and/or unlawful alterations and/or damage to the Plot thereto within seven (7) Days from the date of receipt of a written notice from the Promoters, and/or from any concerned authorities, in that regard;

16.3.3 to bear and pay all increases in outgoings, the Taxes, as well as all water charges, insurance premium and other levies, imposed on account of any change permitted (as provided herein) to be made in the user of the Plot by the Allottee/s;

16.3.4 to observe, perform and comply with the terms, conditions and covenants of the Lease Deed in respect of the RZ 1 Sector (as and when executed), and Deed/s of Transfer in respect of the Whole Project Lands (as and when executed), and all other rules, regulations and bye-laws which the Promoters, and/or any Authorities may specify and those which the Entity & Organisation in respect of the Project, and RZ 1 Sector Organisation in respect of the RZ 1 Sector and/or the Apex Body in respect of the Whole Project, as the case may be, may adopt or frame at its/their inception, and any modification thereof, from time to time, including to keep disaster management plan functional throughout the occupation period, if developed by the Promoters, in compliance of the norms stipulated by the concerned authorities;

16.3.5 not to let, sub-let, transfer, assign or part with any interest or benefit under this Agreement or part with the possession of the Plot (if the Date of Offer of Possession has occurred and the Allottee/s has/have taken possession of the Plot

in terms and in accordance with this Agreement) until the Allottee/s has/have complied with all his/her/their/its obligations under this Agreement;

16.3.6 shall also observe and perform all the stipulations and conditions laid down by the Entity & Organisation, RZ 1 Sector Organisation, and the Apex Body (all as and when formed and registered by the Promoters), regarding the occupancy and use of the Plot and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

16.3.7 in case of non-availability and/or shortage of water supply from Panvel Municipal Corporation and/or electricity supply from Maharashtra State Electricity Distribution Company/power providers and/or any other concerned authorities/ provider or Authorities, the Promoters, or the Entity & Organisation, or the RZ 1 Sector Organisation or Apex Body, as the case may be, shall endeavor to arrange the same either through tankers and/or any other source, then in such case the Allottee/s shall contribute his/her/their/its share of expenses;

16.3.8 upon and after the Allottee/s is/are permitted by the Promoters to enter upon the Plot as provided herein and until RZ 1 Sector Project Completion and Whole Project Completion, subject to Force Majeure Event, as contemplated herein, the Promoters, and their agents, representatives and employees, with or without workmen, and/or any Authorities and their respective officers, agents, or representatives, including Project Architect, Project Engineer, and any engineers, surveyors, contractors, agents, have and shall be entitled, at reasonable times, the right to enter into and upon the Plot, the Project and the Common Areas & Amenities, RZ 1 Sector, Whole Project, and Whole Project Common Areas & Amenities or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to RZ 1 Sector and Whole Project;

16.3.9 not to store on the Plot/Bungalow any goods, objects or materials which are or may be of hazardous, combustible or dangerous nature, or are or may be so

heavy as to damage the construction or structure of Project, or the storing of which goods, objects or materials is objected to or prohibited by the Promoters, and/or any Authorities, and shall not carry or cause or permit to be carried heavy packages which may damage or may be likely to damage the entrances, staircases, common passages or any other structure, or part, of Project, and to be liable for all damage that may be caused thereto by the Allottee/s;

16.3.10 the wet and dry garbage generated in and from the Plot/Bungalow shall be separated by the Allottee/s and the wet garbage generated in and from the Project shall be treated separately by the allottees/purchasers/occupants of the Premises within the Project Land or RZ 1 Sector Land, as the case may be;

16.3.11 not to throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the Plot/Bungalow, in the compound or any portion of the Project and/or the Common Areas & Amenities and/or the Whole Project Common Areas & Amenities;

16.3.12 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 Plot by the Allottee/s for any purposes other than for purpose for which it is sold;

16.3.13 abide by all the bye-laws, rules and regulations of the Authorities, including but not limited to CIDCO, Panvel Municipal Corporation, Mahanagar Gas Limited, Maharashtra State Electricity Distribution Company Limited and any other concerned authorities / local bodies / Authorities (including entering into MOUs/ writings as may be required by such authorities), as applicable / may apply to the RZ 1 Sector Land and/or the Whole Project Lands and any variations / modifications thereto, as may be decided by the Promoters, from time to time and approved by the concerned authorities, from time to time, and shall attend to, answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws;

16.3.14 shall be solely responsible for compliance with Applicable Law, notifications, guidelines, etc. for purchase/acquisition of immovable property in India (as applicable to the Plot), including those pertaining to payment for the same;

16.3.15 is/are fully aware of, and have accepted, understood and satisfied himself/herself/itself/themselves with respect to the devolution of title, facts, matters and events, made herein by the Promoters, and have agreed, acknowledged and accepted the same;

16.4 The Allottee/s shall not, without the prior written permission of the Promoters, and/or the FMC:

16.4.1 do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the Project, and/or any of the Common Areas & Amenities, RZ 1 Sector, Whole Project and Whole Project Common Areas & Amenities, and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Allottee/s;

16.4.2 do or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the allottees, purchasers, owners or occupiers of any other Premises/plots in the RZ 1 Sector;

16.4.3 demand, or claim, any partition or division of the Allottee/s ultimate interest as provided herein, in the Project Land and/or RZ 1 Sector Land and/or the Common Areas & Amenities, and/or the Whole Project Lands and/or the Whole Project Common Areas & Amenities or any part thereof, it being expressly agreed, understood and confirmed by the Allottee/s that his/her/their/its interest therein will, if the allotment and sale herein is completed, be impartible, and will be held only through the Entity & Organisation, and/or RZ 1 Sector Organisation and/or Apex Body formed by the Promoters in respect of the Project, RZ 1 Sector, the Whole Project

respectively, of which he/she/they/it shall be admitted as a prospective member, in terms of Clause (6.2.6).

- 16.5 The Allottee/s is/are aware, and agree/s and accept/s, that fire service fees and annual fees in respect of the Project are payable to the concerned Authorities as per provisions of Maharashtra Fire Prevention & Life Safety Measures Act, 2006, and all such fees shall be payable by the Allottee/s, and all allottees, purchasers and occupants of the Premises in the RZ 1 Sector, and the Entity & Organisation, RZ 1 Sector Organisation, and Apex Body (as and when formed and registered by the Promoters), without any liability on the part of the Promoters.
- 16.6 If the Allottee/s is/are non-resident Indian citizen, or a foreign national/citizen (whether or not the Allottee/s is/are a Person of Indian Origin (PIO) and/or an Overseas Citizen of India (OCI), then it shall be his/her/their sole obligation and liability to comply with the provisions of all Applicable Law, including but not limited to Foreign Exchange Management Act, 1999, Reserve Bank of India rules and regulations, exchange control regulations and all other applicable/necessary requirements, rules, regulations, guidelines etc. of the Government or any other Authorities, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to Non-Resident Indians (NRI) and foreign citizens of Indian origin shall be made in Indian Rupees.
- 16.7 The Allottee/s has/have gone through the representations made by the Promoters, and the details and documents provided by the Promoters and shall further keep himself / herself / themselves / itself updated with all the matters relating to the Project that the Promoters will upload on the website of the Authorities as required by RERA from time to time.
- 16.8 The name of the Project shall always be called/known by the name ‘ _____ ’ or any other name as decided by the Promoters, at their discretion, which name shall not be changed without the prior written permission of the Promoters, and thus shall, at all times, be binding upon the Allottee/s and all allottees/purchasers of Premises in the Project.

16.9 In respect of any permitted changes/alterations relating to the Plot the Allottee/s shall take prior written permission of the Promoters and the Entity & Organisation, and do hereby warrant, represent and declare to the Promoters, as follows:

16.9.1 to take all precautions for safety and security of the persons whether employed by the Allottee/s or not and the materials and equipment whether employed fixed by the Promoters and/or the Allottee/s of the Plot and the materials and equipment stored in the RZ 1 Sector whether belonging to the Promoters and/or any other person; and in the event of any damage or accident or theft or otherwise by any person employed by the Allottee/s, the Allottee/s alone shall be liable and responsible for the consequences thereof including but not limited to legal process and action thereunder, replacement, reimbursement of the cost/charges and compensation on demand;

16.9.2 to take all precautions for safety and security of the people in the RZ 1 Sector and adjacent plots, bungalows/buildings/project/public in large while conducting any permitted interior decoration, renovation, furniture making or any other allied work on the Plot;

16.9.3 to be liable and responsible for any damage that may be caused to the Plot/Bungalow or to the plots or to RZ 1 Sector due to any act of omission or commission on the Allottee/s part in carrying out such changes and the Allottee/s will indemnify and undertake to keep the Promoters indemnified of from and against all costs, charges and expenses and consequences arising due to such act of omission or commission;

16.9.4 the Allottee/s shall ensure that no work will be carried out or materials stored in the common areas;

16.9.5 safety measures from fire hazards will strictly be adhered to by the Allottee/s and his/her/their/its workmen/contractors/agents/etc.;

- 16.9.6 in case any person has to work outside of the Bungalow Area, the Allottee/s contractor will ensure that proper safety measures are adhered to Personal Protective Equipment (PPE) by every working individual and minimum work in pairs. Any liability arises /incident occurring due to unsafe practices and negligence of workers or otherwise will be responsibility of the contractors of the Allottee/s and the Allottee/s shall not make the Promoters responsible for any such losses or any part thereof;
- 16.9.7 all workmen engaged by the Allottee/s, and/or the Allottee/s contractor(s) will be above 18 years of age as per the rules laid by the Labour Commissioner. The Allottee/s contractor(s) will ensure that the contractor(s)/ consultant(s) appointed by the Allottee/s shall adhere to all statutory requirements while employing labour force including Workmen's Compensation insurance policy;
- 16.9.8 all workers of the Allottee/s will be instructed to confine themselves to the Plot and not enter upon, or encroach upon, any other premises and surroundings. The Allottee/s shall strictly ensure that helmets are provided by the Allottee/s contractor to his/her/their/its labour/workmen and will be worn when such labour/workmen move out of the Plot;
- 16.9.9 any damage to the Plot or other Premises due to the negligence of contractor/ workers/ guests etc. of the Allottee/s will be solely responsibility of the Allottee/s and the Promoters have the right to claim any/ all compensation from the Allottee/s for the same;
- 16.9.10 any damage caused to Common Areas & Amenities, neighbouring or any related Premises while carrying out interior work in the Plot and all charges pertaining to the same will be paid by the Allottee/s as instructed by the Promoters/ FMC/ Entity & Organisation (as and when formed and registered by the Promoters);
- 16.9.11 to abide by all the rules and regulations that are made by the Panvel Municipal Corporation, the Promoters, and/or the FMC, and/or the Entity & Organisation (as and when formed and registered by the Promoters). The

Promoters/FMC, and/or Entity & Organisation (as and when formed and registered by the Promoters) shall have the right to stop work of the Allottee/s and the decision of the Promoters/FMC/Entity & Organisation (as and when formed and registered by the Promoters) will be final and binding;

16.9.12 the electricity, water and any other related charges incurred while carrying out the interior work in the Plot will be sole responsibility of the Allottee/s and the charges incurred with regard to the same will be paid by the Allottee/s as and when called upon to do so. The Promoters/FMC/ Entity & Organisation (as and when formed and registered by the Promoters) will be entitled to disconnect these services if payments are not received on time;

16.9.13 every work-men and agent will carry the labour gate pass issued from the security at all times within the Project. Information regarding induction of new workmen and agent and termination of the old workmen and agent will be reported to the Property Manager/ Security/ Entity & Organisation/ RZ 1 Sector Organisation and Apex Body (as and when formed and registered by the Promoters) immediately. The security passes with photos will be deposited with the FMC/Entity & Organisation/ RZ 1 Sector Organisation/ Apex Body (as and when formed and registered by the Promoters), as the case may be, on completion of work in the Bungalow;

16.9.14 no work of interior decoration, renovation, furniture making or any other allied work shall be carried out between 6.00 PM till 10.00 AM, 01.00 PM till 3.00 PM and on the entire day on Sundays and public holidays on the Plot and nuisance shall not be caused at any time to the occupiers of the other Premises in RZ 1 Sector;

16.9.15 suitable arrangements shall be made by the Allottee/s for removal of debris. In case, debris are not removed, the Promoters or the Entity & Organisation (as and when formed and registered by the Promoters) shall do the same and debit Rs.15,000/- Rupees Fifteen thousand only to the Allottee/s' account for each lorry trip for removal of debris, which the Allottee/s' shall be liable to pay immediately on demand.

16.10 The access to the plot is from the internal road as shown in the plan of the Plot layout plan. The said entrance/access to the Plot from the internal road is shown in **Annexure “M”**. The Allottee shall not be entitled to shift the said plot entrance / access from the point where it has been granted by the Promoters nor shall they be entitled to increase or decrease the size of the said opening. Under no circumstances the Allottee shall be entitled to make any separate or additional access from any other side of the Plot. Under no circumstances the Allottee shall be entitled to make any separate/additional entry and exit point to any of the recreational open spaces on the rear or make any additional access on the sides or on the front portion of any of the internal or the external roads.

16.11 The Allottee/s shall not be entitled to park their vehicle on any of the internal or external roads and can only park their vehicle/s within the Plot.

16.12 The Allottee/s agree/s and confirm/s that the Promoters/ Promoters’ servants and agents and all persons authorised by the Promoters shall have full right and absolute authority to enter upon or remain on the Project or the Project Land or the RZ 1 Sector Lands or the Whole Project Land for the purpose of carrying out and completing the development of and construction on the Project Land or the Building or the RZ 1 Sector Lands or the Whole Project Land in utilization of part/full Project FSI (present or future, as the case may be) including right to amend layout plan/s and/or scheme of development for which the Allottee/s have given the Promoters specific irrevocable consent.

16.13. The Allottee/s further covenant and agree with the Promoter as follows:

16.13.1 To maintain the said Plot / Bungalow at the Allottee/s own cost in good tenantable repair and proper condition from the Date of Offer of Possession and shall not do or suffer to be done anything in or to the Project against the rules, regulations or bye- laws of the Entity & Organization/ Apex Body / Federation/Apex Body or concerned local or any other Authority or change / alter or make addition in or to the said Plot / Bungalow or the Project or any part thereof ;

- 16.13.2 To not make any changes to the external appearance and façade of the Bungalow without the express written permission of the Entity & Organization/ Apex Body (and prior to the Entity & Organization/ Apex Body being formed, from the Promoters). For consideration of any such application, a scrutiny fee of Rs. 10 (Indian Rupees Ten Only) per sq. ft. (as revised from time to time to cover the cost related to consideration of such application) alongwith applicable Goods and Services Tax / Taxes shall be payable to the Entity & Organization/ Apex Body or the Promoters (as the case may be);
- 16.13.3 The Allottee/s undertakes to maintain and upkeep the external appearance of the Bungalow and remaining Plot in good condition, including regular cleaning, mowing of lawns (if applicable), etc. to ensure the overall look and feel, and from homogeneity perspective;
- 16.13.4 The Allottee/s undertakes to paint the external façade of the Bungalow every 3 (three) years;
- 16.13.5 In case of any internal changes to the structure and/or any changes which are visible from outside and approved by the Entity & Organization/ Apex Body or the Promoters (as the case may be), the Allottee/s shall obtain appropriate Approvals from the Authority at its own cost, prior to commencement of such works. A copy of the Approvals so obtained shall be provided to the Entity & Organization/ Apex Body or the Promoters within 15 (fifteen) days of receipt of the same, and prior to commencement of such works. The Allottee/s shall also notify the Entity & Organization/ Apex Body or the Promoters regarding completion of such works within 15 (fifteen) days post completion along with evidentiary proof thereof;
- 16.13.6 Not make any alteration in the elevation, layout and color scheme of the external facade except in accordance with the design provided by the Promoter no.1;

- 16.13.7 Not to put any wire, pipe, grill, plant, outside the windows of the Bungalow to inter alia dry any clothes or put any articles outside the Bungalow or the windows of the Bungalow or any storage in any area which is visible from outside, save and except the utility area (if applicable); and
- 16.13.8 Keep the sewers, drains pipes in the Bungalow and appurtenant thereto in good tenable repair and condition, and in particular so as to support shelter and protect the other parts of the Project. The Allottee/s agrees to comply with the possession policy and the permissible changes policy of the Promoters as amended from time to time.
- 16.13.9 The Allottee/s agrees that no resale NOC in respect of Bungalow shall be issued by the Promoters or Entity & Organization/ Apex Body (as the case may be) in respect of Bungalow /Plot till such time that the completion certificate in respect of Trunk Infrastructure of the Said Bungalow /Plot has been received;
- 16.13.10 The Purchaser shall not allow the Bungalow / Plot to be used for user different from the nature of the user that it is intended for use by the Company i.e. residential units shall be used for residential use only, office units for office use only, retail units for retail use only etc. No residential unit shall be used for commercial use or use as guest house by whatsoever name.
- 16.13.11 The Allottee/s shall use the Parking Space only for purpose of parking the Allottee/s own vehicles. The Purchaser confirms that he is aware that no parking of any vehicle (self or third party) is permitted on the streets within the Project and if any such vehicle is parked, the same shall be subject to fine at the rate and in the manner provided in Clause _____. Further, the vehicle(s) may be towed, at risk and cost of the Allottee/s.
- 16.13.12 To pay to the Promoter no.1 within 7 (seven) days of demand by the Promoters, the Allottee/s share of HVAC and diesel consumption charges in the said Plot / Bungalow which will be calculated on a pro-rata basis.

16.13.13 The Allottee/s agrees and acknowledges that the Club is owned by the Promoter no.1 and will not raise any objections or make any claims with regards to the same. The Allottee/s agrees and acknowledges that the Club is a paid for facility. Accordingly, the Allottee/s agrees and undertakes to after the periods mentioned at Annexure "I" (Plot and Project Details), make further payments towards the Membership Fees at the prevailing rates levied by the Promoters / FMC/TMA as the case may be, towards the membership, usage and upkeep of the Club, failing which the Promoters shall be entitled to suspend access to the Club.

16.13.14 The Allottee/s understands and agrees that the Allottee/s shall not sell, lease, let, sub-let, transfer, assign or part with Allottee/s rights, title, interest or benefit under this Agreement or part with the possession of the said Plot/ Bungalow till such time that all the amounts payable by the Allottee/s are paid in full and the Allottee/s is not in breach of any of the terms and conditions of this Agreement. Any sale/transfer/lease etc. of the said Plot/ Bungalow after this time shall require written approval/ no-objection letter ("NOC") from the Promoter No.1 (till such time that the Entity & Organization/ RZ 1 Sector Organization/Apex Body take over the management of the affairs of the Whole Project Lands) to ensure that the inherent nature of the Entity & Organization/ RZ 1 Sector Organization/Apex Body is not compromised by bringing in any member who does not subscribe to the guidelines and/or objectives of the Entity & Organization/ RZ 1 Sector Organization/ Apex Body. The Allottee/s further agrees that in the event of any breach of any conditions, covenants or obligations under this Agreement, including but not limited to conditions pertaining to fit-out and maintenance of the said Plot/Bungalow, the Allottee/s shall rectify and cure such breach to the satisfaction of the Entity & Organization/ Apex Body/ RZ 1 Sector Organization, prior to obtaining such NOC. The Allottee/s is aware that at the time of issuance of such NOC, the Allottee/s (or party acquiring the interest, as they may mutually agree) will be required to clear all outstanding dues on the Bungalow, including but not limited to, CAM charges, Property Tax, utility bills, along

with interest and/or penalty thereon, and further, make deposits of CAM Charges and Property Tax for duration as maybe specified by the entity issuing such NOC. Any document for sale/transfer/lease etc. which is entered into without obtaining written approval of the Promoter No.1 (till such time that the Entity & Organization/ RZ 1 Sector Organization take over the management of the affairs of the buildings/villas/bungalows and the larger development respectively, of the Promoters) shall be invalid and liable to be canceled.

16.13.15 The Allottee/s confirms that this Agreement is the binding arrangement between the Parties and overrides any other written and, or, oral understanding, including but not limited to the application form, allotment letter, brochure or electronic communication of any form.

16.13.16 The Allottee/s agrees and undertakes to not, in any manner, impede and to prevent, to the best of his ability, all other purchasers of plots in the Project from impeding, the ability of the Promoter no.1 or its representatives to enter into the Project and, or, the Whole Project Lands (or any part thereof) for the purposes of showing any unsold plots to prospective purchasers or brokers and, or, showing the Project to investors or other third parties and, or, in general for any marketing, promotional, photographic or other legitimate purpose of the Promoter no. 1. In case the Allottee/s, directly or indirectly, breaches this undertaking, he shall be liable to pay to the Promoter no. 1 an amount equal to 0.5% (zero point five per cent) of the Purchase Price of the said Plot for every day that any such breach continues within 15 days from the receipt of a written notice from the Promoter no. 1 in this regard and the Promoter no.1 shall have a lien over the Bungalow for such amount till the payment in full.

16.13.17 The Allottee/s, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s) / modification(s) made thereof and all other applicable laws including that of remittance of

payment, acquisition/sale/transfer of immovable properties in India, etc. and provide the Company with such permission, approvals which would enable the Promoter no. 1 to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Allottee/s understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for action under the FEMA as amended from time to time. The Promoter no. 1 accepts no responsibility/liability in this regard. The Allottee/s shall keep the Promoter No.1 fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter no.1 immediately and comply with necessary formalities if any under the applicable laws. The Promoter no.1 shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said Bungalow applied for herein in any way and the Promoter no.1 shall be issuing the payment receipts in favour of the Allottee/s only.

16.13.18 The Allottee/s is aware that various Allottee/ss have chosen to buy plot(s) in the development with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behavior. Similarly, the Promoter no.1 has agreed to sell this Plot to the Allottee/s on the premise that the Allottee/s shall conduct himself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchasers in the project and/or the Promoter no.1 and/or the development. Any Allottee/s who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement.

16.13.19 The Allottee/s undertakes to observe all other stipulations and rules which are provided herein in order to enable the Project to be well maintained and enable all purchasers/members to enjoy the usage of these areas as originally designed.

16.13.20 The Allottee/s shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, letters, certificates, instruments and documents, as the Promoter no.1 may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the effective consummation of the transactions and obligations contemplated hereby.

17. TERMINATION

17.1 Termination by Promoters

17.1.1 The Allottee/s agree/s and confirm/s that, without prejudice to all the rights, powers, authorities, discretions, entitlements and remedies of the Promoters under this Agreement, and Applicable Law, the Promoters shall be entitled, in their discretion, to terminate and cancel this Agreement in the circumstances set out in clause (17.1.1) and/or (17.1.6) herein below.

17.1.2 If the Allottee/s commit/s an Allottee/s Event of Default, the Promoters shall be fully and freely entitled, in its discretion, and without prejudice to all its rights and remedies herein, and under Applicable Law, to deliver to the Allottee/s a fifteen (15) Days prior notice in writing of its intention to terminate and cancel this Agreement, and if the Allottee/s fails, refuses and neglects to remedy or rectify such Allottee/s Event of Default, to the satisfaction of the Promoters, by the expiry of the aforesaid notice period of fifteen (15) Days, then this Agreement and any writings that may have been executed in pursuance hereof shall forthwith *ipso facto* and automatically stand cancelled and terminated without any further act, deed, matter or thing being required to be done, executed and performed, by the Parties.

17.1.3 On the cancellation and termination as envisaged in this Clause (17.1.1), the Allottee/s shall be liable to bear and pay the Liquidated Damages and the Other Reimbursements/Amounts Payable on Termination to the Promoters. In view thereof, the Liquidated Damages and the Other Reimbursements/Amounts Payable On Termination shall be deducted and appropriated by the Promoters from and out of the Purchase Price paid by the Allottee/s, and received and realised by the Promoters, and the net balance thereof, if any, shall be paid to the Allottee/s (or at the sole option of the Promoters to the bank / financial institution / financier from whom the Allottee/s has/have availed of a housing loan) within thirty (30) Days of the execution and registration by the Parties hereto of the Deed of Cancellation (in terms of a draft prepared by the Advocates and Solicitors of the Promoters) recording the termination and cancellation of this Agreement and any related and incidental documents and writings, if so required by the Promoters in their sole discretion, and the Allottee/s shall comply with all other requirements of the Promoters as would be required for effective termination of this Agreement. It is agreed and clarified that other than the aforesaid amount, the Promoters shall not be liable to refund, bear, pay and discharge to the Allottee/s any other amounts, charges, liabilities, compensation or damages. It is agreed and clarified that if any part of the Liquidated Damages and the Other Reimbursements/Amounts Payable On Termination is not recoverable from the Purchase Price paid by the Allottee/s, the same shall be paid by Allottee/s to the Promoters within fifteen (15) Days from the aforesaid cancellation and termination along with Interest thereon till receipt of the aforesaid amount (including the accrued Interest) by the Promoters.

17.1.4 Notwithstanding anything contained herein the Promoters are entitled and hereby authorized to deduct all Taxes and statutory impositions that may have been paid by them to the concerned authorities by the Promoters in respect of each of the amounts/ instalments paid by the Allottee/s under this Agreement.

17.1.5 The Allottee/s agree/s that upon termination of this Agreement as aforesaid, the Promoters shall be released and discharged of any and all liabilities and obligations under this Agreement and the Allottee/s hereby irrevocably authorizes the Promoters to deal with, allot, sell, or otherwise alienate, or dispose of the Plot along with all rights incidental thereto to such person or persons at such price and on such terms and conditions as the Promoters may deem and think fit in their absolute discretion and the Allottee/s shall not be entitled to question or raise any objection to the same or challenge such subsequent agreement/transaction or claim from the Promoters any amount other than the refund of the amount actually paid by the Allottee/s to the Promoters and this Agreement shall be deemed to stand cancelled and the Allottee/s shall cease to have any right, title, interest, claim or demand of any nature whatsoever under this Agreement and/or against the Promoters.

17.1.6 No Interest shall be payable by the Promoters if the termination is due to any breach or default by the Allottee/s that is not cured despite issue by the Promoters of a notice of termination to him/her/them.

17.1.7 If due to Applicable Law, and/or any action of Authorities, and/or any legal action, circumstances, or reasons, and/or any Force Majeure event, the Promoters, in their discretion, are of the opinion that the Project or any part thereof, including construction of Project, shall or may be suspended, or stopped, for 24 (twenty four) months consecutive months, or more, or any part of Project has, in fact, been stopped or suspended for the aforesaid period of 24 (twenty four) months consecutive months, then the Promoters shall be entitled, in their discretion, to terminate and cancel this Agreement by delivering a written notice of at least 30 (thirty) days to the Allottee/s. On the delivery of such notice to the Allottee/s, this Agreement and any writings as may have been executed in pursuance hereof, shall *ipso facto* automatically and forthwith stand cancelled and terminated, without any further act, deed, matter or thing having to be done, executed, or performed, by the Parties. Within the time specified hereinafter, after such termination, the Promoters shall refund the Purchase Price installments received and

realised by the Promoters, together with Interest thereon from the date such payments were received and realized by the Promoters, up to the date of termination of this Agreement or the date of refund as referred to in the Deed of Cancellation mentioned herein above, together with Liquidated Damages after deducting the Other Reimbursements/ Amounts Payable On Termination. The aforesaid refundable amount with Interest thereon, and pre-estimated Liquidated Damages as mentioned in this Clause, shall be refunded / paid by the Promoters to the Allottee/s (or at the sole option of the Promoters to the bank / financial institution / financier from whom the Allottee/s has/have availed of a housing loan) within thirty (30) Days from the date of execution and registration of a Deed of Cancellation (in terms of a draft prepared by the Advocates and Solicitors of the Promoters) recording the termination and cancellation of this Agreement and any related and incidental documents and writings, if called upon by the Promoters to do so. The Allottee/s agrees to return all documents (in original) with regards to this transaction to the Promoters, comply with all other requirements of the Promoters as would be required for effective termination of this Agreement. It is agreed and clarified that other than the aforesaid refund amount with Interest thereon and pre-estimated Liquidated Damages as mentioned in this Clause to be paid, the Promoters shall not be liable to make payment of any further or other amount, damages, compensation amounts, or liabilities to the Allottee/s. It is further agreed and clarified that in the event the Promoters do not call upon the Allottee/s to execute and register the aforesaid Deed of Cancellation, then the aforesaid refundable amount with Interest thereon, and pre-estimated Liquidated Damages as mentioned in this Clause, shall be refunded / paid by the Promoters within thirty (30) Days from the date of termination of this Agreement.

17.2 Termination By Allottee

17.2.1 If there is a delay or extension of the Date of Offer of Possession (save and except as provided herein), excluding on account of any Force Majeure Event, then the sole remedy of the Allottee/s, on being notified (in writing)

by the Promoters of the same, shall be to either: (i) continue with this Agreement, and accept the revised/extended Date of Offer of Possession as estimated and decided by the Promoters in their discretion, or (ii) to terminate this Agreement by giving a written notice to the Promoters; provided that the aforesaid right of termination shall be exercised by the Allottee/s by addressing and delivering to the Promoters the aforesaid written notice no later than 15 (fifteen) days from being notified in writing by the Promoters, as aforesaid, of such delay, failing which the Allottee/s shall have deemed to have irrevocably opted and elected to continue with this Agreement, and shall be deemed to have waived his/her/their/its aforesaid option to terminate this Agreement, and shall be deemed to have accepted, the revised/extended Date of Offer of Possession, without any liability or obligation whatsoever on the part of the Promoters.

17.2.2 If the Allottee/s has/have opted to terminate this Agreement, and has terminated the same in strict accordance with Clause (17.2) hereinabove, then the Promoters shall refund to the Allottee/s the Purchase Price installments, received and realised by the Promoters together with Interest from the date such payments were received and realized by the Promoters after deducting (i) Taxes paid/payable, and (ii) Interest payable by the Allottee/s on delayed payments, if any. In a situation of termination other than by virtue of Force Majeure Event, the Promoters shall additionally pay a one-time fixed pre-estimated Liquidated Damages of Rupees One Hundred only per square meter of the Plot (which the Parties consider to be reasonable, and not as a penalty), but no other penalties, damages or liabilities. Upon such termination, the Allottee/s shall be bound and liable to execute and register a Deed of Cancellation (in terms of a draft prepared by the Promoters) recording such termination and cancellation of this Agreement, however the date of the Allottee/s aforesaid notice of termination shall be and be deemed to be the date on which this Agreement has stood terminated and cancelled.

17.2.3 It is agreed and confirmed by the Allottee/s that upon the termination and cancellation of this Agreement, under any of the terms, conditions and provisions of the Agreement, including under Clause (17.1.1) or (17.1.6) or (17.2) the following shall forthwith apply and bind the Allottee/s, that is:

17.2.3.1 the Allottee/s shall cease to have any right, title, interest, claim, or demand in or to the Plot, under this Agreement and any related and incidental documents and writings, and the Promoters shall be fully and freely entitled, without any objection or obstruction, of or by Allottee/s, to allot and sell, deal with and/or otherwise encumber, alienate or dispose-of the same, to such person/s, in such manner, for such consideration and on such terms and conditions as the Promoters deem fit, in their discretion;

17.2.3.2 the Allottee/s shall never be entitled to make or raise any claim in respect of the appreciation in value or price of the Plot as a result of any increase in market price, or as a result of any accretion or improvement that may have been made or installed at the request of the Allottee/s, or otherwise arising howsoever; and,

17.2.3.3 any mortgage, charge, lien or security interest created by the Allottee/s over the Plot, and/or the Allottee/s interest under this Agreement, shall automatically stand terminated, cancelled, released and discharged, without any act, deed, matter or thing required to be done, executed or performed.

17.3 Set Off / Adjustment

The Allottee/s hereby grants to the Promoter no.1 the unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Allottee/s to the Promoter no.1 including the Purchase Price, Interest and/or Liquidated Damages against any other amounts payable by the Allottee/s to the Promoter no.1 or by the Promoter no.1 to the Allottee/s pursuant to this Agreement and in relation to the said Plot. The Allottee/s agrees and undertakes not to raise any objection or make any

claims with regard to such adjustment / set off and the claims, if any, of the Allottee/s, in that regard, shall be deemed to have been waived.

18. INSURANCE

Upon RZ 1 Sector Completion occurring and subsequently upon completion of construction of the Common Areas & Amenities the same shall be respectively insured by the Promoters, to such extent, as it deems fit, in their discretion, against risks including third-party liability, acts of God, etc., but not in respect of any articles, chattels, goods, or personal effects therein; all of which shall be suitably insured by the allottees/purchasers/owners of the Premises at their own cost and liability. The cost of the insurances to be obtained by the Promoters shall be recovered from the Allottee/s as a part of the Other Charges & Deposits and the Allottee/s shall bear and pay the same.

19. INDEMNITY

19.1 The Allottee/s hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless, at all times, the indemnified Parties, and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of: (a) any failure, breach, default, non-observance, or non-performance, or non-compliance, by the Allottee/s of any of the terms, conditions and provisions of this Agreement, and/or (b) any accident or injury caused to, or suffered by, the Allottee/s, or his/her/their/its family members, guests, servants, agents, representative/s, and any person/s residing in, or occupying, or entering upon, the Project, the RZ 1 Sector, and the Whole Project, including any persons visiting the Allottee/s or his/her/their/its family, guests or visitors or staff, and all persons claiming through or under them or any of them.

19.2 The Allottee/s shall also be responsible for and shall indemnify and keep indemnified, the Promoters, from and against all damages, actions, claims, demands, costs, charges, expenses, penalty, prosecutions, proceedings relating to the Plot or

any part thereof or to any person, due to any negligence or any act deed thing or omission made, done or occasioned by the Allottee/s or the servants, agents, licensees, invitees or visitors of the Allottee/s and/or any breach or non-observance by the Allottee/s of the Allottee/s representatives, warranties and covenants which are to be observed and performed by the Allottee/s.

20. NO LIABILITY

20.1 Neither the Promoters, nor any Promoters' Affiliates, nor the FMC, nor any of their respective directors, officers, employees, agents, or contractors, shall be liable to the Allottee/s, and/or any persons claiming through or under the Allottee/s, or otherwise, for and/or in respect of:

20.1.1 any harm, injury, loss or damage to any person/s, or property caused by, or through, or in any way associated with, a failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to the Project or any part thereof, and whether or not the same is caused by any Force Majeure, or otherwise however;

20.1.2 any harm, injury, loss, damage, or inconvenience suffered by, and/or caused to, any person/s, or property, due to, or related to, or caused by, or in the course of the use, or entry into the Plot, and/or the access to any part of the Project; and/or,

20.1.3 for the security, safekeeping and insurance, of the Project, or any part thereof, and of any person/s therein, and/or of the contents and possessions thereof.

21. GENERAL PROVISIONS

21.1 Allottee/s Obligation of Confidentiality

21.1.1 The Allottee/s shall during the subsistence of this Agreement and at all times thereafter, keep strictly confidential all Confidential Information, and shall not, without the prior written permission of the Promoters, which may be granted, or refused, in the Promoters' discretion, disclose, or divulge,

directly, or indirectly to any third party, except to the Allottee/s advisors and officers (subject always to similar duties of confidentiality), any Confidential Information, except where any Confidential Information:

21.1.1.1 is required by Applicable Law to be disclosed;

21.1.1.2 is required to be disclosed by any Authorities with relevant powers to which the Allottee/s is subject or submits;

21.1.1.3 is or shall (otherwise than by breach or default of this Agreement) be in the public domain;

21.1.1.4 is required in connection with any financing which the Allottee/s may require or has already obtained in terms and in accordance with this Agreement.

21.1.1.5 Without prejudice to the generality of the foregoing provisions, the Allottee/s agree/s and undertake/s that no press releases, statements, interviews, publicity, advertisement, notices, disclosures, and/or any other publicity, whether in print or digital media (including social media), of, or concerning, or related to, the agreement for allotment and sale herein, and/or any Confidential Information, shall be directly or indirectly issued, given, made, motivated, distributed, generated, or disseminated, in any manner, and by the Allottee/s, without the prior written permission of the Promoters, which permission may be refused by the Promoters, in their discretion.

21.2 Intellectual Property

21.2.1 The Allottee/s acknowledge/s that all Intellectual Property is and shall always be exclusively owned and held by the Promoters alone and that the Allottee/s shall never have any right, title, interest or licence in respect thereof.

21.2.2 The Allottee/s shall not reproduce/replicate/publish or use in any manner howsoever, whether for commercial purposes, personal reasons, or otherwise, any Intellectual Property, and/or any Plans, Approvals, Informative Materials and/or

any such materials which may be created or intended/proposed to be created or marketed by the Promoters, and disclosed to the Allottee/s, prior to, or during the subsistence of, the Agreement.

21.2.3 The Allottee/s shall immediately bring to the notice of the Promoters any improper or wrongful use or any unauthorised replication/reproduction of Intellectual Property, by any persons or parties, which has come to its/their knowledge.

21.3 **Notices**

21.3.1 All notices, intimations, demands, correspondence and other communications to be served on the Allottee/s or the Promoters, as the case may be, under, and/or in pursuance of this Agreement, shall be deemed to have been duly, effectively and sufficiently delivered, if dispatched to the Allottee/s or the Promoter by Registered Post A.D., or by hand delivery, to the postal address, and/or by e-mail, at the e-mail address of the Allottee/s and the Promoters, respectively, as recorded in the Statement annexed hereto and marked Annexure 'I'.

21.3.2 It shall be the duty of the Allottee/s, and the Promoters, respectively, to inform each other of any change in address subsequent to the execution of this Agreement in the address mentioned in the Annexure 'I' by Registered Post failing which all communications and letters posted at the addresses mentioned in the Annexure 'I' shall be deemed to have been received by the Promoters or the Allottee/s, as the case may be.

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

21.4 **Waiver**

21.4.1 Neither this Agreement, nor any term or provision hereof, shall be changed, waived, discharged, or amended, orally, except that any term of this Agreement may be amended and the observance of any such term may be waived (either

generally or in a particular instance and either retroactively or prospectively) by the Parties; provided however that no such waiver shall extend to or affect any obligation of a Party not expressly waived by the other Party, or impair any right consequent therein.

21.4.2 Neither the failure to exercise, nor any delay in exercising, any right, power, privilege or remedy, by a Party, under this Agreement, shall in any way impair or affect the exercise thereof by such Party, or operate as a waiver thereof by the Promoter in whole or in part.

21.5 Promoters' Rights Cumulative

The rights, powers, privileges and remedies of the Promoters under this Agreement, are and shall always be cumulative, and are not exclusive of any rights, powers, privileges or remedies of the Promoters, as may be available under Applicable Law, or otherwise.

21.6 Severability

Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof. If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Promoters will prepare and provide the provision/s to be substituted, which provision/s shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

21.7 Entire Agreement

Unless otherwise specifically stated to the contrary herein, this Agreement constitutes and contains the entire, composite and complete agreement between the Parties with respect to the agreement herein for allotment and sale of the Plot, and supersedes all prior letters of intent, term sheets, writings, correspondence, e-mails, communications, negotiations, Informative Materials etc. (whether oral or written),

issued, and/or executed and/or exchanged between the Parties, and/or their respective agents, representatives and officers; none of which shall be referred to and/or relied upon by the Allottee/s.

21.8 Registration

The Promoters and the Allottee/s shall, as required under RERA, immediately after the execution of this Agreement but in any event, not later than four (4) months from the date hereof, at the Allottee/s' own costs, expenses and initiation, present and lodge this Agreement for registration with the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, and admit execution of the same. If the Allottee/s fail/s or neglect/s to present and lodge this Agreement for registration and admit execution thereof for any reason whatsoever, the Promoters will not be liable or responsible for the non-registration of this Agreement and for the consequences arising therefrom, nor shall the Promoters be liable to pay any penalty for their late attendance to complete the registration formalities.

21.9 Binding Effect

Forwarding this Agreement to the Allottee/s by the Promoters do not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/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 Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/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 Allottee/s 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/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

21.10 Informative Materials

21.10.1 The Allottee/s is/are fully and completely informed and is/are aware that all advertisements, publicity, or promotions, of whatsoever nature in respect of the Whole Project and/or RZ 1 Sector including the Project, in any media, including print, and/or electronic, and/or digital media, and includes writings, brochures, leaflets, pamphlets, handouts, presentations, advertisements, oral or written representations, made and/or published, and/or generated by, or on behalf of, the Promoters, and any other such information or materials as may be made, or published by, or on behalf of the Promoters; and includes publicity reports and includes the show/sample bungalow with fixtures, fittings and amenities etc. provided therein, and/or all matters related or incidental thereto (hereinafter collectively referred to as the “**Informative Materials**”), have been, and always will be, merely for the sake of convenience, whereby the terms, conditions, and provisions of this Agreement shall solely and exclusively apply and control.

21.10.2 The Promoters are not liable or obligated to provide the Plot as per show/sample therein.

21.11 Costs

21.11.1 All costs, charges and expenses, including stamp duty and registration charges payable upon and in respect of this Agreement, and all related and incidental documents and writings, shall be borne and paid solely by the Allottee/s.

21.11.2 All costs, charges and expenses, stamp duty, registration charges, Taxes etc., arising, and/or payable, in respect of all deeds, documents, instruments and writings incidental or related to this Agreement, and/or to be executed in pursuance hereof, that is for the: (i) lease of the RZ 1 Sector Land and the Common Areas & Amenities to RZ 1 Sector Organisation, (ii) the transfer and conveyance of the Whole Project Land and Whole Project Common Areas & Amenities to the Apex Body; and (iii) all other related and incidental deeds, documents and writings including all costs, charges and expenses for preparing

and engrossing the same, professional fees or charges payable to the Promoters' Advocates & Solicitors and towards stamp duty and registration fees, shall: (a) in respect of, documents and writings referred to in (i) above be proportionately borne and paid by the allottees and purchasers of all Premises in the Project and all other allottees/purchasers of Premises in the Balance Project of RZ 1 Sector, and (b) in respect of, documents and writings referred to in (ii) and (iii) above shall be payable by all the Organizations formed of all the sectors in the Whole Project. The Promoters shall not be liable to bear and pay any such liabilities, or contribute towards the same.

21.12 Successors and Assigns

21.12.1 No rights, liabilities or obligations under this Agreement shall be assigned by the Allottee/s without the prior written consent of the Promoters; and,

21.12.2 The Promoter shall always be entitled, in its discretion, to assign this Agreement, and/or all, or any of, its rights and obligations under this Agreement, to any Promoter's Affiliates, including any entity in pursuance of an amalgamation, merger, demerger, or other corporate restructuring of the Promoters.

21.13 Laws

This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with Applicable Law.

21.14 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 Real Estate Regulatory Authority as per the provisions of the RERA.

21.15 Governing Law and Jurisdiction

This Agreement shall be governed in all respects by Applicable Law and subject to the terms and conditions herein, provisions of Clause (17.14) (Dispute Resolution), courts at Mumbai shall have exclusive jurisdiction.

21.16 Survival

This Clause (17.16), Clause (13) (TERMINATION), Clause (17.3) (Notices), Clause (17.15) (Governing Law and Jurisdiction), Clause (17.14) (Dispute Resolution) and Clause (17.1) (Allottee/s Obligation of Confidentiality), and all other rights and obligations of the Parties that are held after, and/or are required to be observed and performed upon and after the termination of this Agreement, shall survive the termination of this Agreement, and the Parties shall continue to respectively hold such rights, and be bound, liable and obliged to comply with their obligations in respect thereof.

21.17 Income Tax

21.17.1 As required by the Income Tax (Sixteenth Amendment) Rules, 1998:

- (i). the Permanent Account Number (PAN) allotted to Promoter No. 1 is AAACW5097J and a copy of its PAN Card is annexed hereto.
- (ii). the Permanent Account Number (PAN) allotted to Promoter No. 2 is AACCV4657K and a copy of its PAN Card is annexed hereto,
- (iii). the Permanent Account Number (PAN) allotted to Allottee/s is/are [•], [•] and copy/copies of its PAN Card/s is/are annexed hereto.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

Firstly: (Description of the VPPL Lands)

Sr.No.	Owned By	Village	Gat No./ H. No.	Land in Acres
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1	VPPL	Vardoli	40/1	0.65
2	VPPL	Vardoli	40/2	3.59
3	VPPL	Vardoli	40/3	0.10
4	VPPL	Vardoli	40/4	0.56
5	VPPL	Vardoli	40/5	0.25
6	VPPL	Vardoli	43/0	2.20
7	VPPL	Vardoli	44/1	11.95
8	VPPL	Vardoli	44/2	0.10
9	VPPL	Vardoli	45/0	2.75
10	VPPL	Vardoli	46/2/1	0.15
11	VPPL	Vardoli	46/2/2	1.33
12	VPPL	Vardoli	46/3	0.60
13	VPPL	Vardoli	48/16	0.54
14	VPPL	Vardoli	50/1/1	0.55
15	VPPL	Vardoli	50/2	1.88
16	VPPL	Vardoli	51/1	0.54
17	VPPL	Vardoli	51/2	2.72
18	VPPL	Vardoli	51/4	0.50
19	VPPL	Vardoli	51/5	0.44
20	VPPL	Vardoli	52/0	3.09
21	VPPL	Vardoli	53/0	3.43
22	VPPL	Vardoli	55/4	0.45
23	VPPL	Vardoli	56/1	0.04
24	VPPL	Vardoli	56/2	0.55
25	VPPL	Vardoli	56/3	0.40
26	VPPL	Vardoli	56/4	0.36
27	VPPL	Vardoli	56/5	0.20
28	VPPL	Vardoli	57/1	0.05
29	VPPL	Vardoli	57/3/B	1.42
30	VPPL	Vardoli	57/4	0.22
31	VPPL	Vardoli	59/2	0.92
32	VPPL	Vardoli	59/3	0.35
33	VPPL	Vardoli	59/5	0.68
34	VPPL	Vardoli	60/1	0.79
35	VPPL	Vardoli	60/2/1	1.00
36	VPPL	Vardoli	60/3	0.18
37	VPPL	Vardoli	60/4	1.76
38	VPPL	Vardoli	61/1	0.61
39	VPPL	Vardoli	62/1	2.42
40	VPPL	Vardoli	62/2	2.37
41	VPPL	Vardoli	63/1	2.78

42	VPPL	Vardoli	70/2	1.41
43	VPPL	Vardoli	70/3	0.63
44	VPPL	Vardoli	71/1	1.15
45	VPPL	Vardoli	71/2/A	1.14
46	VPPL	Vardoli	71/3	0.97
47	VPPL	Vardoli	71/4	0.49
48	VPPL	Vardoli	71/5	0.61
49	VPPL	Vardoli	71/7	0.02
50	VPPL	Vardoli	113/2	0.44
51	VPPL	Vardoli	113/4	0.77
52	VPPL	Vardoli	113/5	0.20
53	VPPL	Vardoli	115/5	1.78
54	VPPL	Vardoli	115/6	1.72
55	VPPL	Vardoli	117/13	0.73
56	VPPL	Vardoli	117/14	0.60
57	VPPL	Vardoli	117/15	0.15
58	VPPL	Vardoli	117/16	0.20
59	VPPL	Vardoli	117/17	0.13
60	VPPL	Vardoli	117/18	1.45
61	VPPL	Vardoli	117/19	2.55
62	VPPL	Vardoli	117/20	1.88
63	VPPL	Vardoli	117/21/1	3.15
64	VPPL	Vardoli	117/24	13.81
65	VPPL	Vardoli	117/26	0.58
66	VPPL	Vardoli	117/28	0.50
67	VPPL	Vardoli	117/29	0.40
68	VPPL	Vardoli	117/30	0.50
69	VPPL	Vardoli	117/31	0.90
70	VPPL	Vardoli	117/32	0.15
71	VPPL	Vardoli	118/0	1.36
72	VPPL	Vardoli	119/2	0.30
73	VPPL	Vardoli	119/3	0.30
74	VPPL	Vardoli	119/5	0.45
75	VPPL	Vardoli	119/6	1.78
76	VPPL	Vardoli	119/7	0.15
77	VPPL	Vardoli	119/8	0.85
78	VPPL	Vardoli	119/9	0.20
79	VPPL	Vardoli	119/11	0.13
80	VPPL	Vardoli	119/13	0.85
81	VPPL	Vardoli	119/15	0.70
82	VPPL	Vardoli	119/16	0.75

83	VPPL	Vardoli	119/17	1.35
84	VPPL	Vardoli	119/18	5.70
85	VPPL	Vardoli	119/19	0.83
86	VPPL	Vardoli	119/22	3.25
87	VPPL	Vardoli	119/23	0.25
88	VPPL	Vardoli	119/25	0.33
89	VPPL	Vardoli	119/26	0.74
90	VPPL	Vardoli	119/29	1.18
91	VPPL	Vardoli	119/32	2.90
92	VPPL	Vardoli	120/2	0.13
93	VPPL	Vardoli	122/1A	0.43
94	VPPL	Vardoli	122/2	0.43
95	VPPL	Vardoli	122/3	0.98
96	VPPL	Vardoli	122/4	1.15
97	VPPL	Vardoli	122/5	0.15
98	VPPL	Vardoli	122/6	0.33
99	VPPL	Vardoli	122/8	0.35
100	VPPL	Vardoli	123/1	1.40
101	VPPL	Vardoli	124/1	0.37
102	VPPL	Vardoli	124/2	0.74
103	VPPL	Vardoli	125/0	0.06
104	VPPL	Vardoli	126/0	0.17
105	VPPL	Vardoli	127/0	0.17
106	VPPL	Vardoli	128/1	1.18
107	VPPL	Vardoli	128/2	0.20
108	VPPL	Vardoli	128/3	0.75
109	VPPL	Vardoli	128/4	0.33
110	VPPL	Vardoli	128/5	0.13
111	VPPL	Vardoli	128/6	1.00
112	VPPL	Vardoli	128/7	0.98
113	VPPL	Vardoli	128/8	2.90
114	VPPL	Vardoli	128/9	0.13
115	VPPL	Vardoli	128/11	0.80
116	VPPL	Vardoli	128/12	0.65
117	VPPL	Vardoli	128/13	1.15
118	VPPL	Vardoli	128/14	2.10
119	VPPL	Vardoli	128/15	0.65
120	VPPL	Vardoli	128/16	1.98
121	VPPL	Vardoli	128/17	0.55
122	VPPL	Vardoli	128/18	0.63
123	VPPL	Vardoli	128/19	2.05

124	VPPL	Vardoli	128/21	1.23
125	VPPL	Vardoli	131/11	0.80
126	VPPL	Vardoli	131/12	1.65
127	VPPL	Vardoli	131/13	0.98
128	VPPL	Vardoli	136/2	1.25
129	VPPL	Vardoli	137/1	2.33
130	VPPL	Vardoli	137/2	2.00
131	VPPL	Vardoli	137/3	0.32
132	VPPL	Vardoli	145/2	0.10
133	VPPL	Vardoli	146/0	0.15
134	VPPL	Vardoli	47/2	0.13
135	VPPL	Vardoli	48/13	0.28
136	VPPL	Vardoli	65/1P	0.42
137	VPPL	Vardoli	65/1P	3.23
138	VPPL	Vardoli	65/1(P)1	0.21
139	VPPL	Vardoli	72/4	0.08
140	VPPL	Vardoli	73/1	0.35
141	VPPL	Vardoli	73/2+3	1.48
142	VPPL	Vardoli	74/3	0.40
143	VPPL	Vardoli	77/0	1.10
144	VPPL	Vardoli	79/1	0.23
145	VPPL	Vardoli	79/2/A	3.98
146	VPPL	Vardoli	79/2/B	0.87
147	VPPL	Vardoli	79/3	1.94
148	VPPL	Vardoli	79/5	0.22
149	VPPL	Vardoli	81/2	0.50
150	VPPL	Vardoli	81/3	1.02
151	VPPL	Vardoli	81/4	0.60
152	VPPL	Vardoli	81/5/9	3.69
153	VPPL	Vardoli	81/7	0.25
154	VPPL	Vardoli	81/8	0.25
155	VPPL	Vardoli	82/1	2.10
156	VPPL	Vardoli	82/2	1.08
157	VPPL	Vardoli	82/3	3.63
158	VPPL	Vardoli	82/4	0.38
159	VPPL	Vardoli	82/5	0.06
160	VPPL	Vardoli	82/6	0.44
161	VPPL	Vardoli	82/7	0.18
162	VPPL	Vardoli	82/8	0.33
163	VPPL	Vardoli	82/10	0.15
164	VPPL	Vardoli	82/13	0.20

165	VPPL	Vardoli	83/2	3.09
166	VPPL	Vardoli	84/1	2.12
167	VPPL	Vardoli	84/3	1.38
168	VPPL	Vardoli	84/4	3.39
169	VPPL	Vardoli	86/1	1.78
170	VPPL	Vardoli	86/2	2.49
171	VPPL	Vardoli	89/2	0.25
172	VPPL	Vardoli	89/3	1.58
173	VPPL	Vardoli	90/0	0.53
174	VPPL	Vardoli	91/2	1.73
175	VPPL	Vardoli	92/0	2.02
176	VPPL	Vardoli	93/0	4.45
177	VPPL	Vardoli	97/1	2.36
178	VPPL	Vardoli	99/0	4.68
179	VPPL	Vardoli	106/2	0.59
180	VPPL	Vardoli	106/3	1.18
181	VPPL	Vardoli	106/5	1.50
182	VPPL	Vardoli	106/6	1.68
183	VPPL	Vardoli	106/7	0.08
184	VPPL	Vardoli	107/17	0.38
185	VPPL	Vardoli	108/1	2.71
186	VPPL	Vardoli	108/2	0.38
187	VPPL	Vardoli	109/2	1.03
188	VPPL	Vardoli	109/4	2.03
189	VPPL	Vardoli	109/5	0.23
190	VPPL	Vardoli	109/6	1.65
191	VPPL	Vardoli	109/7	0.10
192	VPPL	Vardoli	109/8	2.00
193	VPPL	Vardoli	109/9	0.70
194	VPPL	Vardoli	109/10	0.65
195	VPPL	Vardoli	110/1/A/1	0.75
196	VPPL	Vardoli	110/2	3.04
197	VPPL	Vardoli	111/0	1.05
198	VPPL	Vardoli	114/4	2.25
199	VPPL	Vardoli	115/4	0.09
200	VPPL	Vardoli	117/1	0.23
201	VPPL	Vardoli	117/2	0.60
202	VPPL	Vardoli	117/3	0.60
203	VPPL	Vardoli	117/4	0.60
204	VPPL	Vardoli	117/5	0.83
205	VPPL	Vardoli	117/6	1.28

206	VPPL	Vardoli	117/7	0.78
207	VPPL	Vardoli	117/8	1.20
208	VPPL	Vardoli	117/9	2.05
209	VPPL	Vardoli	117/10	0.63
210	VPPL	Vardoli	117/21/2	3.13
211	VPPL	Vardoli	117/22	1.23
212	VPPL	Vardoli	117/23	1.55
213	VPPL	Vardoli	117/25	0.88
214	VPPL	Vardoli	119/12	0.53
215	VPPL	Vardoli	119/27	8.60
216	VPPL	Vardoli	119/28	1.60
217	VPPL	Vardoli	119/30	0.50
218	VPPL	Vardoli	119/31	0.28
219	VPPL	Vardoli	131/1	0.50
220	VPPL	Vardoli	131/3	0.23
221	VPPL	Vardoli	131/4	0.38
222	VPPL	Vardoli	131/5	0.05
223	VPPL	Vardoli	131/6	0.90
224	VPPL	Vardoli	131/8	0.28
225	VPPL	Vardoli	131/15	0.83
226	VPPL	Vardoli	131/16	0.53
227	VPPL	Vardoli	131/18	1.08
228	VPPL	Vardoli	131/19	0.85
229	VPPL	Vardoli	131/20	1.05
230	VPPL	Vardoli	131/21	0.48
231	VPPL	Vardoli	131/22	0.83
232	VPPL	Vardoli	131/23	0.25
233	VPPL	Vardoli	131/24/2	0.33
234	VPPL	Vardoli	131/26	0.13
235	VPPL	Vardoli	131/30	1.75
236	VPPL	Vardoli	131/31	0.25
237	VPPL	Vardoli	134/1/B	1.33
238	VPPL	Vardoli	135/4/1	0.28
239	VPPL	Vardoli	135/4/2	1.40
240	VPPL	Bherle	14/0	1.19
241	VPPL	Bherle	18/2	1.28
242	VPPL	Bherle	22/1/1	1.85
243	VPPL	Bherle	22/1/2	1.83
244	VPPL	Bherle	22/3	0.50
245	VPPL	Bherle	23/0	1.55
246	VPPL	Bherle	24/2	2.62

247	VPPL	Bherle	25/1	1.48
248	VPPL	Bherle	26/0	1.40
249	VPPL	Bherle	27/0	0.83
250	VPPL	Bherle	30/0	2.43
251	VPPL	Bherle	31/0	2.88
252	VPPL	Bherle	33/1/1	2.25
253	VPPL	Bherle	33/2	2.53
254	VPPL	Bherle	36/1	0.58
255	VPPL	Bherle	36/2	0.67
256	VPPL	Bherle	37/1	1.61
257	VPPL	Bherle	38/1	14.90
258	VPPL	Bherle	38/2	0.33
259	VPPL	Bherle	39/0	8.23
260	VPPL	Bherle	40/3/1	0.57
261	VPPL	Bherle	40/4	1.40
262	VPPL	Bherle	40/5	0.62
263	VPPL	Bherle	40/10	0.72
264	VPPL	Bherle	41/1	1.75
265	VPPL	Bherle	42/2	0.30
266	VPPL	Bherle	44/1/C	2.31
267	VPPL	Bherle	44/1/D	0.91
268	VPPL	Bherle	44/2/A	0.52
269	VPPL	Bherle	44/2/B	0.52
270	VPPL	Bherle	46/0	0.82
271	VPPL	Bhingarwadi	50/0	0.66
272	VPPL	Bhingarwadi	51/0	0.31
273	VPPL	Bhingarwadi	52/2	2.00
274	VPPL	Bhingarwadi	53/0	0.60
275	VPPL	Vardoli	65/1/A	3.81

Secondly : (Description of the WICPL Lands)

Sr.No.	Owned By	Village	Gat No./ H. No.	Land in Acres
1	WCIPL	Vardoli	54/0	0.79
2	WCIPL	Vardoli	61/2	2.28
3	WCIPL	Vardoli	66/1+2	0.64
4	WCIPL	Vardoli	67/0	0.29
5	WCIPL	Vardoli	115/7	1.79
6	WCIPL	Vardoli	119/10	0.20

7	WCIPL	Vardoli	119/20	0.23
8	WCIPL	Vardoli	119/21	0.23
9	WCIPL	Vardoli	119/24	0.33
10	WCIPL	Vardoli	121/0	0.33
11	WCIPL	Vardoli	123/2	9.50
12	WCIPL	Vardoli	48/1	1.19
13	WCIPL	Vardoli	48/3	0.13
14	WCIPL	Vardoli	48/4	0.56
15	WCIPL	Vardoli	48/5	0.57
16	WCIPL	Vardoli	48/7	0.22
17	WCIPL	Vardoli	65/1/1	0.50
18	WCIPL	Vardoli	65/2B	1.60
19	WCIPL	Vardoli	69/6B	7.80
20	WCIPL	Vardoli	78/0	0.29
21	WCIPL	Vardoli	87/1	1.06
22	WCIPL	Vardoli	91/1/B	0.59
23	WCIPL	Vardoli	94/2	0.35
24	WCIPL	Vardoli	110/1/B	0.60
25	WCIPL	Vardoli	110/1C	0.60
26	WCIPL	Vardoli	110/1/D	0.57
27	WCIPL	Vardoli	114/5	0.33
28	WCIPL	Vardoli	114/6	0.14
29	WCIPL	Vardoli	115/2	0.41
30	WCIPL	Vardoli	115/3	0.41
31	WCIPL	Vardoli	116/0	0.49
32	WCIPL	Vardoli	128/6	0.53
33	WCIPL	Vardoli	131/9	0.85
34	WCIPL	Vardoli	131/25	1.45
35	WCIPL	Vardoli	131/27	0.95
36	WCIPL	Vardoli	134/1/C	1.33
37	WCIPL	Vardoli	141/2	1.54
38	WCIPL	Bherle	15/1	1.17
39	WCIPL	Bherle	20/0	0.86
40	WCIPL	Bherle	21/2	0.75
41	WCIPL	Bherle	25/2	1.34
42	WCIPL	Bherle	29/0	1.80
43	WCIPL	Bherle	32/1/2	0.50
44	WCIPL	Bherle	35/0	0.25
45	WCIPL	Bherle	37/2	0.25
46	WCIPL	Bherle	40/1	0.73
47	WCIPL	Bherle	40/3/2	1.11

48	WCIPL	Bherle	40/6	1.41
49	WCIPL	Bherle	40/8	0.90
50	WCIPL	Bherle	40/9	0.85
51	WCIPL	Bherle	40/11	0.05
52	WCIPL	Bherle	42/1	1.81
53	WCIPL	Bherle	44/1/B	1.39
54	WCIPL	Bherle	45/0	1.26
55	WCIPL	Bherle	47/2	0.20
56	WCIPL	Bhingarwadi	20/0	0.73
57	WCIPL	Bhingarwadi	45/1/2	0.78
58	WCIPL	Bhingarwadi	45/1/3	0.78
59	WCIPL	Bhingarwadi	45/1/4	0.78
60	WCIPL	Bhingarwadi	45/1/5	0.64
61	WCIPL	Bhingarwadi	45/1/6	0.78
62	WCIPL	Bhingarwadi	45/1/7	0.78
63	WCIPL	Bhingarwadi	45/1/8	0.43
64	WCIPL	Bhingarwadi	45/1/9	0.78
65	WCIPL	Bhingarwadi	45/1/10	0.78
66	WCIPL	Bhingarwadi	45/3/1	0.05
67	WCIPL	Bhingarwadi	45/3/2	0.07
68	WCIPL	Bhingarwadi	45/3/3	0.78
69	WCIPL	Bhingarwadi	45/3/4	0.78
70	WCIPL	Bhingarwadi	45/3/5	0.78
71	WCIPL	Bhingarwadi	45/3/6	0.78
72	WCIPL	Bhingarwadi	45/3/7	0.67
73	WCIPL	Bhingarwadi	45/3/8	0.78
74	WCIPL	Bhingarwadi	45/3/9	0.78
75	WCIPL	Bhingarwadi	45/3/10	0.78
76	WCIPL	Bhingarwadi	45/3/11	0.47
77	WCIPL	Bhingarwadi	10/5	0.40
78	WCIPL	Bhingarwadi	12/0	0.56
79	WCIPL	Bhingarwadi	19/1	0.20
80	WCIPL	Bhingarwadi	22/0	1.63
81	WCIPL	Bhingarwadi	23/1	0.15
82	WCIPL	Bhingarwadi	24/4	0.85
83	WCIPL	Bhingarwadi	25/0	0.08
84	WCIPL	Bhingarwadi	36/2/2	0.63
85	WCIPL	Bhingarwadi	36/3	0.73
86	WCIPL	Bhingarwadi	36/4	0.05
87	WCIPL	Bhingarwadi	36/5	0.21
88	WCIPL	Bhingarwadi	26/0	0.35

89	WCIPL	Bhingarwadi	27/2	1.78
90	WCIPL	Bhingarwadi	37/0	0.73
91	WCIPL	Bhingarwadi	38/B	0.66
92	WCIPL	Bhingarwadi	39/0	0.52
93	WCIPL	Bhingarwadi	40/0	0.42
94	WCIPL	Bhingarwadi	48/0	2.11
95	WCIPL	Bhingarwadi	49/1	0.93
96	WCIPL	Bhingarwadi	57/0	0.50
97	WCIPL	Bhingarwadi	58/1	3.04
98	WCIPL	Bhingarwadi	58/2	0.06
99	WCIPL	Bhingarwadi	59/0	0.65
100	WCIPL	Bhingarwadi	63/1	0.33
101	WCIPL	Vardoli	145/3	0.29
102	WCIPL	Vardoli	60/5	0.31
103	WCIPL	Vardoli	61/3	0.68
104	JV:Marathon	Vardoli	59/4	1.98
105	JV:Marathon	Vardoli	128/10	0.15
106	JV:Marathon	Vardoli	128/20	4.20
107	JV:Marathon	Vardoli	131/10	2.45
108	JV:Marathon	Vardoli	131/24/1	1.16
109	JV:Marathon	Vardoli	131/29	0.17
110	JV:Marathon	Vardoli	135/3	0.92
111	JV:Marathon	Vardoli	120/1	0.42
112	JV:Marathon	Vardoli	119/4	0.98
113	JV:Marathon	Vardoli	119/14	1.03
114	JV:Marathon	Vardoli	131/28	0.20

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the RZ 1 Sector Land)

Lands situated, lying and being at Village – Vardoli, Taluka and registration and Sub District Panvel, District and Registration District of Raigad within the limit of Panvel Panchayat Samitee and Raigad Zilla Parishad and shown in Table below:-

Description of the Property:-

Sr. No.	Village	Survey Nos	Land in Acres
1	Vardoli	69/6B (pt)	4.97
2	Vardoli	77	0.03
3	Vardoli	78	0.29
4	Vardoli	79/1	0.22
5	Vardoli	79/2/A	3.62
6	Vardoli	79/2/B	0.91
7	Vardoli	79/3 (Pt)	1.82
8	Vardoli	79/5	0.20
9	Vardoli	81/2	0.22
10	Vardoli	81/3	0.93
11	Vardoli	81/4	0.54
12	Vardoli	81/5+9B	2.13
13	Vardoli	81/8	0.26
14	Vardoli	82/1	1.69
15	Vardoli	82/2	1.04
16	Vardoli	82/3	3.70
17	Vardoli	82/4	0.32
18	Vardoli	82/5	0.06
19	Vardoli	82/6	0.45
20	Vardoli	82/7	0.19
21	Vardoli	82/8	0.32
22	Vardoli	82/10	0.16
23	Vardoli	82/13	0.21
24	Vardoli	84/3 (PT)	1.11
25	Vardoli	84/4 (PT)	0.74
26	Vardoli	86/1	1.84
27	Vardoli	86/2	2.03
TOTAL			29.99

THE THIRD SCHEDULE ABOVE REFERED TO:

(Description of the Plot)

Plot numbered as _____, RZ 1 Cluster ____, situated at _____

SIGNED, AND DELIVERED)
by the within named “**Promoter No.1**”)
WADHWA CONSTRUCTION AND)
INFRASTRUCTURE PRIVATE LIMITED)
through its Authorized Signatory/Director)
_____)
in the presence of ...)

SIGNED, SEALED AND DELIVERED)
by the withinnamed “**Promoter No.2**”)
VALUABLE PROPERTIES PRIVATE LIMITED)
through its Authorized Signatory/Director)
_____)
in the presence of ...)

SIGNED AND DELIVERED)
by the withinnamed “**Allottee/s**”)
_____)
in the presence of ...)

RECEIPT

RECEIVED the day and year first hereinabove written of and from the within named Allottee/s a sum of **Rs.** _____ /- (**Rupees** _____ **Only**) as being the Booking Amount/ part payment of the Purchase Price agreed to be paid by the Allottee/s, to us as within mentioned as follows:

Cheque Dated	Drawn On	Cheque No.	Amount (Rs.)
		Total	

WE SAY RECEIVED

For **WADHWA CONSTRUCTION AND INFRASTRUCTURE PRIVATE LIMITED**

Authorized Signatory/Director

Witnesses:

- 1.
- 2.