

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** (“**this Agreement**”) is made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**BETWEEN**

**Nexzone Fiscal Services Private Limited**, a Private Limited Company registered under the provisions of Companies Act, 1956 and deemed existing under the provisions of the Companies Act, 2013, having its registered office at 702, Marathon Max, Junction of Mulund-Goregaon Link Road, Mulund (West), Mumbai-400 080, hereinafter referred to as “**the Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **One Part**;

**AND**

\_\_\_\_\_, having his/her/their address at \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as “**the Allottee/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-parceners and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **Other Part**.

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

**WHEREAS:**

**A. TITLE:**

The details pertaining to the title/rights/entitlement of the Promoter to the said Larger Land are as follows:

- (i) The Promoter is entitled to undertake the construction and development of all those pieces and parcels of land or ground total area admeasuring 7122.90 square meters thereabouts bearing CTS No.21(pt), Corresponding to Survey No.124/1/1, CTS No.22(pt) Corresponding to Survey No.134/1/1, CTS No.23(pt), CTS No.23/3 to 23/4, CTS No.24 and CTS No.25(pt) lying, being and situate at Village Kanjur, Bhandup (West), Taluka Kurla, within Registration District and Sub-District of Mumbai and Mumbai Suburban together with hereditaments, premises, structures standing thereon and more particularly described in the **First Schedule** hereunder written and delineated by \_\_\_\_\_ colour boundary line on the Layout Plan is annexed hereto and marked as **Annexure "2"** (hereinafter referred to as "**the Larger Land**").
- (ii) By and under Deed of Conveyance dated 7<sup>th</sup> February, 2018 registered with the office of the Sub Registrar of Assurance at Kurla -1, under serial No.KRL1/1504/2018, entered between Shri. Pratapsinh Shoorji Vallabhdas (since Deceased) his legal heirs Shri Aditya Pratapsinh Shoorji & Ors. (therein referred to as "**the Khot of Bhandup Estate**") of the First Part, Matrix Waste Management Private Limited (therein referred to as '**Matrix**') of the Second Part and Nexzone Fiscal Services Private Limited, (therein referred to as '**Purchaser**') of the Third Part, the Owner of the C.T.S.No.21(Part), Corresponding to Survey No. 124/1/1, conveyed their right, title and interest in respect of C.T.S. Nos.21(Part), Corresponding to Survey No 124/1/1, in favor of Nexzone Fiscal Services Private Limited and their name as Owner is mutated in 7/12 extract of Survey No. 124/1/1, by Mutation Entry No.1239 of Village Kanjur, Taluka Kurla, Mumbai Suburban District.
- (iii) By and under Deed of Conveyance dated 23<sup>rd</sup> September, 2016 registered with the office of the Sub Registrar of Assurance at Kurla-2, under Serial No. KRL2/9420/2016, entered between Shri. Rajiv Banwarilal Gupta & Ors. (therein referred to as "**the Vendors**") of the First Part and Nexzone Fiscal Services Private Limited, (therein referred to as '**Purchaser**') of the Second Part, the Owner of the C.T.S. No. 22(Part) Corresponding to Survey No.134/1/1, conveyed their right, title and interest in respect of C.T.S. No.22(Part) Corresponding to Survey No.134/1/1, in favor of Nexzone Fiscal Services Private Limited, their name as owner has been mutated in 7/12 extract of Survey No.134/1/1.
- (iv) By and under Deed of Conveyance dated 13<sup>th</sup> September, 2017 registered with the office of the Sub Registrar of Assurance at Kurla -1, under serial No.KRL1/10377/2017, executed between Shri. Pratapsinh Shoorji Vallabhdas (since Deceased) his legal heirs Shri Aditya Pratapsinh Shoorji & Ors. (therein referred to as "**the Vendors - 1**") of the First Part and Shri Vaibhav Atamaram Kokate & Anr. being the

Partner of M/s. Shree Swami Samarth Developers (therein referred to as **“the Vendors-2”**) of the Second Part, Matrix Waste Management Private Limited (therein referred to as **‘Matrix’**) of the Third Part and Nexzone Fiscal Services Private Limited, (therein referred to as **‘Purchaser’**) of the Fourth Part the Owner/Vendors -1 and 2 of C.T.S. Nos. 23 (part), C.T.S. Nos. 23/3 to 23/4, C.T.S. No. 24 and C.T.S. No. 25 conveyed their right, title and interest in respect of C.T.S. No. 23(part), C.T.S. Nos. 23/3 to 23/4, C.T.S. No.24 and C.T.S. No.25 in favor of Nexzone Fiscal Services Private Limited, the said fact is mutated in the Property Card of the C.T.S. No.23(part), C.T.S. Nos. 23/3 to 23/4 and C.T.S. No.24.

- (v) By a Gazette Notification bearing reference no. SLM/IMP/CA/I/KJR dated 1<sup>st</sup> June, 1984 published in the Maharashtra Government Gazette on 5<sup>th</sup> July, 1984, wherein, the Deputy Collector (ENC) and Competent Authority Sub-Division Kurla-I has declared the said Larger Land as Slum Areas under the provision of Section 4(1) of the Maharashtra Slum Areas (Improvement, clearance and Redevelopment) Act, 1971(**“Slum Act”**).
- (vi) The slum dwellers on the said Larger Land formed themselves into a society known as ‘Shri Swami Samarth (S.R.A.) Sahakari Gruh Nirman Sanstha’ (Proposed) and also given their Common Consent to the Promoter for redevelopment of the said Larger Land in accordance with the Slum Act and Development Control Regulations No. 33(10) for Municipal Corporation of Greater Mumbai and amendments made in respect thereof.

**B. APPROVALS/PERMISSIONS:**

- (i) The Dy. Collector (Encroachment/Removal) and Competent Authority, Bhandup has issued Annexure-II dated 23<sup>rd</sup> January, 2020 which is revised from time to time.
- (ii) The Slum Rehabilitation Authority (**“SRA”**) has granted its approval for Slum Rehabilitation Scheme on the said Larger Land under the provisions of Regulation 33(10) of the DCR, and has issued a Letter of Intent (**“LOI”**) bearing No.S/PVT/0149/20181010/LOI dated 10<sup>th</sup> June, 2022 in favour of the Promoter on the terms and conditions more particularly stated therein and amended/revised from time to time. The copy of the LOI is annexed hereto and marked as **Annexure “3”**.
- (iii) The SRA has issued Intimation of Approval (**“IOA”**) bearing no. S/PVT/0149/20181010/AP/C dated 12<sup>th</sup> August, 2022, for Building in favour of the Promoter which is revised/amended from time to time. The copy of IOA is annexed hereto and marked as **Annexure “4”**.
- (iv) The SRA has issued Commencement Certificate (**“CC”**) bearing No.\_\_\_\_\_, dated\_\_\_\_\_ in respect of the said Building subject to terms and conditions stated therein and amended/revised from time to time. A copy of CC is annexed hereto and marked as **Annexure “5”**.

**C. DEVELOPMENT:**

- (i) The Promoter is undertaking the development of the Larger Land in a phase-wise manner.

- (ii) The rights retained by the Promoter under this Agreement in terms of exploitation of the present and future development rights with respect to the said Larger Land shall continue even after the execution of this Agreement or after the vesting of the said Land/said Larger Land, Building or Wing or any part thereof in favour of the Society. The vesting of the said Land/said Larger Land, building or wing or any part thereof in favour of the Society shall be in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**MAHA RERA Rules**”). It is specifically clarified that the rights over unsold units/Premises and unallotted car parks shall be exclusively with the Promoter even after any land / building / wing or any part thereof has been vested in favor of the Society and the same shall be governed by provisions of RERA and MAHA RERA Rules.
- (iii) Copy of the Title Certificate dated \_\_\_\_\_ issued by Adv. Prasanna Tare certifying the right/entitlement of the Promoter is annexed hereto and marked as **Annexure “7” (“Title Certificate”)**.
- (iv) There is no mortgage or lien or charge on the said Larger Land as on date.
- (v) As per SRA norms, the Promoter shall construct one Composite Building comprising of two Sale Wings and one Rehab Wing. The said Composite Building is comprising of Sale Building known as ‘**Marathon Neovalley Narmada**’ (“**Sale Building**”) having two wings namely ‘Marathon Neovalley Narmada Wing B’ and ‘Marathon Neovalley Narmada Wing C’ and one Rehab Wing ‘A’.
- (vi) The development of a Sale Building known as ‘**Marathon Neovalley Narmada**’ is a phase of the Whole Project known as ‘**Marathon Neovalley**’. The building known as ‘**Marathon Neovalley Narmada Wing B**’ (“**said Building**”) is being constructed on land admeasuring about approximately 376.18 square meters being the portion of the Larger Land (“**said Land**”) and is more particularly specified in the **Second Schedule** hereunder written and proposed as a “Real Estate Project” by the Promoter and has been registered as a ‘Real Estate Project’ to be known as ‘**Marathon Neovalley Narmada Wing B**’ (“**the Real Estate Project**”) with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**MAHA RERA Rules**”). The description of the said Building/Real Estate Project is more particularly mentioned in the **Annexure “8”** annexed hereto. The Authority has duly issued the Certificate of Registration No. \_\_\_\_\_ (“**RERA Certificate**”) for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **Annexure “11”** hereto. The details of the RERA Certificate is more particularly mentioned in

**Annexure “8”** annexed hereto.

- (vii) The Promoter has presently got building plans sanctioned for construction of the said Building/Real Estate Project on the said Larger Land as more particularly mentioned in **Annexure “8”** annexed hereto.
- (viii) The Promoter would sell the various Premises comprised in the said Building/Real Estate Project to be constructed/now under construction on the said Land to interested persons on ‘ownership’ basis.
- (ix) Pursuant to the sanctioned plans as amended from time to time, the Promoter will commence/has commenced construction on the said Larger Land, as may be sanctioned by the concerned authorities from time to time in accordance with the building rules and regulations and such other laws, rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and conditions as may be imposed by the Competent Authority.
- (x) The Promoter has also informed the Allottee/s and the Allottee/s is/are aware that the Promoter is proposing to construct upper floors of the said Building, resulting in an overall height of 22 habitable floors or more upper habitable floors of the said Building and/or as per the full potential available. The details of the sanctioned number of floors of the said Building is as more particularly specified in the **Annexure “8”** annexed hereto.
- (xi) The Promoter may be required to hand over the certain area to the Concerned Authority for development of the public amenity. The portion of the said Larger Land left over after handing over to the MCGM or statutory authority only would be available for development.
- (xii) The nature of development of the said Larger Land may constitute a mixture of users as may be permissible under applicable law from time to time.
- (xiii) The Allottee/s is/are informed and is/are aware there will be common entry and exit for the Whole Project. The Allottee/s shall share these common entry and exit gates/space with the other Allottee/s in the Whole Project. The common entry and exit for the Whole Project are shown in the Layout Plan annexed as **Annexure “2”**.
- (xiv) The principal and material aspects of the development of the Real Estate Project is more particularly specified in **Annexure "8"** (**“Larger Land and Real Estate Project Details”**) annexed hereto. Other details about the Real Estate Project, are briefly stated below:-
  - a. The Promoter has informed to the Allottee(s) that 22 habitable floors or more floors and/or as per the full potential available, are proposed to be constructed on the said Building, subject to Promoter getting requisite FSI and Approval to construct the total number of floors proposed. The Allottee(s) is aware that if the Promoter does not obtain the required FSI or approval, then the number of floors proposed to be constructed on the said Building will be lower than the proposed floors. The Allottee(s) has/have agreed to acquire the said Premises considering the number of floors of the said Building being anywhere between

sanctioned floor of the said Building to 22<sup>nd</sup> Floor or above and thus the last habitable floor of the said Building can be sanctioned floor of the said Building or anywhere above sanctioned floor of the said Building. The Allottee(s) has/have made informed decision to acquire the said Premises considering the said Building having minimum floor or maximum floor.

- b. The Real Estate Project shall comprise of units/premises consisting of residential flat/s/premises/shops.
- c. The details of the Sanctioned and Proposed FSI for consumption in the construction and development of the said Building are specified in **Annexure "8" ("Larger Land and Real Estate Project Details")**. The Promoter proposes to eventually consume Proposed FSI in the construction and development of the said Building on account of additional FSI, over and above the sanctioned FSI, could be utilized by the Promoter on account of the increase in the Floor Space Index in the locality or Floor Space Index available by paying premium or price to authorities or additional Floor Space Index becoming available on account of acquisition of Transferable Development Rights (TDR), fungible FSI or TDR that may be available due to development of amenity space, amalgamation of land parcels, change in the DC Regulations or revised/New DC Regulations or other provisions under which additional FSI shall be made available to the development.
- d. The common areas, facilities and amenities in the said Building that may be usable by the Allottee/s are listed in the **Fourth Schedule** hereunder written ("**said Building Amenities**").
- e. The Allottee/s is/are aware and informed that the Promoter is proposing to develop the said Larger Land in a phase-wise manner and the Allottee/s is/are also aware and informed that the Promoter may propose some amendments in the sanctioned plans, layout plans and the building plans in respect of the said Land and/or the Larger Land. The Allottee/s has/have perused and/or been provided with copies of sanctioned plans for the development of the said Land and the Larger Land. The Promoter, at his option, may decide to subsequently or simultaneously develop the adjoining lands and may amalgamate with the Larger Land and/or to amalgamate/further sub-divide inter-alia the said Larger Land with the other portion of the Land which may result in the amendments and/or revisions and/or modification of the sanctioned plans and the Building Plans and/or the re-location of the recreations and amenities without affecting the location, area or dimension of the said Premises. However, the aggregate recreational space admeasuring for the said Larger Land shall remain unchanged.
- f. The Promoter proposes to develop the said Larger Land in phases and may amalgamate and/or sub-divide various layouts with the layout as furnished for the development of the said Larger Land. The Allottee/s has/have examined the layout and

- has/have confirmed that any amendment to the layout of the said Land or the said Larger Land or any part thereof at any time in future, whether by way of amalgamation or sub division and/or in any manner whatsoever, shall be permissible and the nature of the scheme and the development to be undertaken by the Promoter would be required and shall not be objected to by the Allottee/s individually or jointly with others.
- g. The details of formation of the Society, and, conferment of title are more particularly specified in this Agreement.
  - h. The above details along with the annexures to the RERA Certificate, are available for inspection on the website of the Authority at "<https://maharera.mahaonline.gov.in>".
- (xv) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the MAHARERA Rules.
  - (xvi) The Promoter may propose to merge this SRA scheme sanctioned in respect of the said Larger Land with another SRA scheme as per the SRA norms. The Promoter retains the right to merge the existing SRA Scheme with the other projects of the Promoter as permissible under applicable provisions of the DCPR/SRA without adversely affecting the rights or privileges of the Allottee/s under this Agreement and the Allottee/s understands the same and has/have specifically consented for the same as required under Section 14(2)(ii) or any other applicable provision of RERA.
  - (xvii) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Larger Land, in full or in part, as may be required by the applicable law from time to time.
  - (xviii) The Allottee/s has/have expressed a desire to acquire Premises more particularly mentioned in **Third Schedule** hereunder written and also in **Annexure "10" ("Premises and Transaction Details")** (hereinafter referred to as the "**said Premises**"), being constructed by the Promoter on the said Land, and the Promoter has explained to the Allottee/s that the acquirers of Premises in the said Building shall have no claim to any part of other wings, such acquirers of Premises in the said Building shall limit their claims only to the Premises agreed to be acquired by them and the land underneath the Building in which the Premises is comprised to the extent referred to herein and shown on the floor plan. A copy of the Sanctioned Floor Plan is annexed hereto and marked as **Annexure "9"**.
  - (xix) The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The details of Architects are more particularly mentioned in **Annexure "8" ("Larger Land and Real Estate Project Details")**.
  - (xx) The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the said Building/Real Estate Project shall be under the professional supervision of the Architect and the Structural Engineer (or any suitable replacements/substitutes

thereof) till the completion of the Real Estate Project.

- (xxi) The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee/s of the said Premises to receive the sale consideration in respect thereof.
- (xxii) The Allottee/s has/have, prior to the date hereof, examined a copy of the RERA Certificate and has/have caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee/s has/have agreed and consented to the development of the said Land/Larger Land. The Allottee/s has/have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- (xxiii) On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents relating to the Larger Land and the plans, designs and specifications prepared by the Promoters' Architects and of such other documents as are specified under the RERA Act and the Rules and Regulations made thereunder including inter-alia the following:-
  - a) Sanctioned plans, layout plans, building plans, floor plans, LOI, IOA, C.C. etc.,
  - b) Title documents recited hereinabove by which the Promoter has acquired the right and entitlement to develop the said Larger Land.
  - c) The authenticated copies of the Property Register Card with respect to the said Larger Land, which are annexed and marked as **Annexure "6"** hereto;
  - d) The authenticated copy of the Sanctioned Floor Plan of the said Premises is annexed and marked as **Annexure "9"** hereto.
- (xxiv) The Allottee/s enters into this Agreement after seeking legal advice on the various clauses and the rights retained by the Promoter under this Agreement.
- (xxv) The Promoter is the Owner/Developer of the said Larger Land and by virtue of the Slum Rehabilitation Scheme sanctioned by the Slum Rehabilitation Authority have the sole and exclusive right to sell the Premises in the said Real Estate Project/Building under construction by the Promoter on the said Land and to enter into Agreements with Allottee(s) of the Premises and to receive the sale consideration in respect thereof.
- (xxvi) The carpet area of the said Premises as defined under the provisions of RERA, is as more particularly specified in **Annexure "10"** ("**Premises and Transaction Details**"). For the sake of clarity the Carpet Area as per RERA is as defined below:-

The Carpet Area (as per RERA) means the net usable floor area of an Premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and

exclusive open terrace area, but includes the area covered by the internal partition walls of the Premises.

Explanation — For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Premises, meant for the exclusive use of the Allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Premises, meant for the exclusive use of the Allottee.

- (xxvii) The Promoter has obtained approvals from the Slum Rehabilitation Authority to the plans of the said Building/Real Estate Project and shall obtain further approvals from the concerned authorities from time to time.
- (xxviii) The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- (xxix) The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase and acquire from the Promoter, the said Premises, at or for the consideration as more particularly specified in the **Annexure "10" ("Premises and Transaction Details")** and upon the terms and conditions mentioned in this Agreement ("**Sale Consideration**"). Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter part payment of the Sale Consideration of the Premises agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) as has been more particularly specified in **Annexure "1"**.
- (xxx) The Sale Consideration amount mentioned herein was agreed between the Allottee/s and the Promoter on receipt of the initial payment. The agreed consideration may be higher than the market value for stamp duty payable on the date of the payment decided between the Parties. The stamp duty paid on this instrument may be different than the consideration for reason of it being executed at a later date than the initial agreement/payment as above.
- (xxxi) Under Section 13 of the RERA the Promoter is required to execute a written Agreement for Sale of the said Premises with the Allottee, being in fact these presents, and to also register the same under the Registration Act, 1908.
- (xxxii) In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase and acquire, the said Premises.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings

given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.

2. **Construction:**

- (i) The Promoter shall construct the said Building in accordance with the plans, designs and specifications as referred hereinabove, and as may be approved by the Concerned Authority or any other appropriate approving authority from time to time. The details of the Real Estate Project are more particularly specified in **Annexure "8"** annexed hereto ("**Larger Land and Real Estate Project Details**"). The said Building shall have the common areas, facilities and amenities that may be usable by the Allottee/s and are listed in the **Fourth Schedule** hereunder written.

**PROVIDED THAT** the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of any variations or modifications which may adversely affect the said Premises of the Allottee/s, except, any alteration or addition required by any Government authorities, or, due to change in law/DC Rules and regulations and new DC Rules and Regulations, or, any change as contemplated by any of the disclosures already made to the Allottee/s.

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

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

- (i) The Allottee/s hereby agree/s to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s, the said Premises in the Real Estate Project for the Sale Consideration as more particularly specified in the **Annexure "10"** ("**Premises and Transaction Details**"). The entire details in respect of the said Premises including the carpet area in square meters as per the provisions of RERA, floor of Building and consideration value of the Premises is as more particularly specified in the **Annexure "10"** ("**Premises and Transaction Details**"). The said Premises is shown in the Sanctioned Floor Plan is annexed and marked as **Annexure "9"** hereto.
- (ii) The Allottee/s has/have paid before execution of this Agreement an amount more particularly specified in the **Annexure "10"** annexed hereto as part payment of the sale consideration and hereby agree/s to pay to the Promoter the balance amount of Sale Consideration as per the payment schedule is more particularly specified in the **Annexure "10"**. The Receipt of the amounts paid by the Allottee/s to the Promoter has been annexed hereto as **Annexure "1"**.

- (iii) In accordance with the progress of construction of the said Building/Real Estate Project by the Promoter and the issuance by the Promoter to the Allottee/s of notice intimating the Allottee/s about the stage-wise completion of the said Building/Real Estate Project as detailed in the payment schedule (the payment at each stage is individually referred to as “**the installment**” and collectively referred to as “**the installments**”). The payment of the Installments shall be made by the Allottee/s within 15 (fifteen) days of the Promoter making a demand for the payment of the respective installment, time being of the essence. Notwithstanding to whatever mentioned in this Agreement, the Allottee/s agrees and undertakes to make the payment of the entire balance Sale Consideration amount / all the balance payment slabs mentioned in the Payment Schedule on receiving Part Occupation Certificate/Occupation Certificate in respect of the said Premises without any objection or demur.
- (iv) U/s.194 IA of Income Tax Act, 1961, the Allottee/s is/are required to deduct 1% TDS on payment when the consideration of the said Premises exceed to Rs.50 Lacs and issue the Promoter form 16B about such deductions. The Allottee/s shall pay the TDS against the installment of Sale Consideration and Other Charges to the Promoter and the Promoter shall deposit the TDS in the concerned government account on behalf of the Allottee/s.
- (v) It is clarified that Sale Consideration shall be payable by the Allottee/s by depositing in the Bank Account for the Real Estate Project, the details of the Bank Account are more particularly specified in the **Annexure “10” (“Premises and Transaction Details”)** is annexed hereto and the same shall be used by the Promoter as per the provisions of RERA and MAHA RERA Rules.
- (vi) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Property Tax, CGST and SGST, TDS and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement). **It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including CGST and SGST, TDS and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof. Further details about the total taxes to be paid by the Allottee/s for his/her/their Premises is as specified in the Annexure “10” (“Premises and Transaction Details”)** annexed hereto.

4. **Escalation:**

The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local

Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation/demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

5. **Variation Clause:**

The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price/Sale Consideration payable for the carpet area, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then, the Promoter shall refund the excess money paid by the Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s, the Promoter shall demand additional amount from the Allottee/ as per the next milestone of the Payment Plan/Payment Schedule. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 3(i) of this Agreement and as more particularly specified in Clause No.(4) in the **Annexure "10"** annexed hereto.

6. **Outstanding Dues:**

(i) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, including TDS, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. The rights of the Promoter under this clause are without prejudice to the rights and remedies of the Promoter under this Agreement and at law in case of the breach by the Allottee/s of any term of this Agreement.

(ii) If the Allottee/s enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in Clause No.3(iii) above and in accordance with the payment schedule more particularly specified in **Annexure "10"** and as mentioned in this Agreement (which will not absolve Allottee/s of its responsibilities under this Agreement).

(iii) The Promoter shall be entitled to securitize the Sale Consideration and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Sale Consideration and other amounts payable in accordance with

this Agreement, in the manner as intimated.

7. **Assurances:**

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned authority or any other appropriate approving authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee/s, obtain from the concerned authority or any other appropriate approving authority, the Occupation Certificate and/or Completion Certificate in respect of the said Premises.

8. **Time is of the Essence:**

Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the Real Estate Project and handing over the Premises to the Allottee/s after receiving the Part Occupation Certificate/Occupation Certificate and/or Completion Certificate in respect thereof and the common areas, facilities and amenities in the said Building that may be usable by the Allottee/s are listed in the **Fourth Schedule** hereunder written.

Similarly, the Allottee/s shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

9. **Car Parking Slot/s:**

i. The Allottee/s has/have requested the Promoter to allot \_\_\_\_ number of car parking slot/s to the Allottee/s. On the request of the Allottee/s, the Promoter hereby agrees to allot to the Allottee/s \_\_\_\_ number of Mechanical Stackable/Covered/Puzzle car parking slot/s ("**Car Parking Slot/s**") as per availability. The details about the nature of car parking slot/s number/s, location of the car park/s, car parking number/s shall be separately communicated to the Allottee/s at the time of handing over of possession of the said Premises.

ii. The Allottee/s is/are further aware that, the Promoter has not allotted the car parking slot/s to those Allottee/s who have not requested for the allotment of car parking slot/s and hence those allottees are not entitled to use Car Parking Slot/s. The clauses relating to car parking are applicable only to those allottees who have applied for car parking.

iii. The entire development will take place in a phase-wise manner. On handover of the premises to the Allottee/s it is possible that the Allottee/s may not get car parking which is allotted to him/her under this Agreement. In such case, the Allottee/s agrees that, at the time of handover of possession of the said Premises temporary car parking may be allotted to the Allottee/s and permanent car parking will be allotted subsequently. At the time of allotment/handover of the permanent car parking the Allottee/s undertakes to simultaneously handover the temporary car parking to the Promoter without any delay or demur.

iv. The usage of Car Parking Slot if allotted by the Promoter in favour of the Allottee/s shall be governed as follows:

a) The allotment of the Car Parking Slot/s shall be at the sole discretion

of the Promoter and the Allottee/s shall not dispute and/or object the same for any reason whatsoever.

- b) The Allottee/s is/are aware that the Promoter has proposed car parking in Basement/Ground Floor/Stilt/ 1<sup>st</sup> Floor of the said Building. Car Parking Slot/s will be Mechanical Stackable/Covered/Puzzle.
- c) The Allottee/s shall not raise any objection or refuse to take possession of Premises alongwith temporary Car Parking Slot/s for the reason of non-availability of permanent Car Parking Slots/s at the time of handover of possession of the said Premises.
- d) The maintenance charges and local taxes allocated to such temporary Car Parking Slot/s or Permanent Car Parking Slot/s shall be paid by the Allottee/s.
- e) The said Car Parking Slot/s shall be utilized for parking the Allottee's own light motor vehicle only and shall not be used for parking of any other vehicle or for any other purpose whatsoever.
- f) The Allottee/s acknowledges that Promoter shall provide Car Parking Slot/s for normal Light Motor Vehicle size and not for large / extra large size car or SUV. Thus, the Promoter shall not be responsible or liable to the Allottee/s, in case the Allottee/s' car cannot use/fit the said allotted Car Parking Slot/s. The minimum size of the Car Parking Slots will be 2.3 mt wide and 4.5 mt deep.
- g) The Car Parking Slot/s is/are attached with and connected to the Premises. The Allottee/s agrees and confirms that the allotted Car Parking Slot/s shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the premises under any of the provisions of this Agreement.
- h) The Allottee/s undertakes not to separately sell/transfer/lease/sub-lease/provide on license basis or deal with the said allotted parking slot/s.
- i) Unauthorized usage of Car Parking Slot/s shall be leviable with penalty as may be determined by the Promoter. After completion of the Project, Society shall be entitled to charge such amount as may be decided by Society from time to time for any unauthorized usage thereof.
- j) The Allottee/s further expressly agrees that, he/ she/ they shall pay on a quarterly basis towards the maintenance charges of the Car Parking Slot/s as mentioned in **Annexure "10" ("Premises and Transaction Details")**. The said maintenance charges are provisional in nature and are subject to increase from time to time as decided by the Promoter/Society.
- k) The Allottee/s is/are aware that the Promoter shall in their sole discretion have exclusive rights to provide the additional Car Parking Slot/s, if available in the project/layout/or a particular phase of the project, for use as per the request of the Allottee/s.
- l) The Allottee/s do hereby expressly and irrevocably agrees and confirms that he/she/they has accepted car parking by way of Mechanical Stack/Covered/Puzzle Parking. The Allottee/s do hereby expressly and irrevocably agrees and confirms that he/she/they will

not hold the Promoter liable for failure of Mechanical Stack/Covered/Puzzle Parking at any time.

- m) The Allottee/s do hereby irrevocably agree and confirm with the Promoter that he/she/they is/are fully aware that the Promoter will provide Parking Facility for the benefit of the Allottee/s and such Car Parking Slot(s) will be allotted by the Promoter to the Allottee/s at such location as may be available with the Promoter and which may be in/below any Wing/Building or Wing/Buildings on the said Land/Larger Land and the Allottee/s do hereby agree/s and confirm/s that he/she/they will have No Objection in any manner whatsoever.

**10. FSI, TDR and development potentiality with respect to the further development of the said Larger Land/ said Land:**

The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the said Building (including by utilization of the full development potential) in the manner as more particularly mentioned in this Agreement and Allottee/s has/have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

**11. Possession Date, Delays and Termination:**

- (i) The Promoter shall give possession of the said Premises to the Allottee/s on or before the possession date mentioned for the "Real Estate Project" as more particularly mentioned in the **Annexure "8"** annexed hereto ("**Larger Land and Real Estate Project Details**") ("**Possession Date**"), provided, that all the amounts payable under this Agreement are fully paid by the Allottee/s and the Allottee/s is/are not in breach of any of the term/s and condition/s of this Agreement. And further provided however, that the Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-
- (a) war, civil commotion, or act of God;
  - (b) any notice, order, rule, notification of the Government and/or other public or competent authority/court;

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

- (ii) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee/s on the Possession Date (save and except for the reasons as stated in Clause No.11(i) mentioned above), then the Allottee/s shall be entitled to either of the following:-
- (a) call upon the Promoter by giving a written notice by Courier/ E-mail / Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum thereon ("**the Interest Rate**") for delay in possession, from the Possession Date, on the Sale Consideration paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to

hand over of the possession of the said Premises by the Promoter to the Allottee/s;

**OR**

- (b) the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Allottee/s Termination Notice**"). On the receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum thereon ("**Interest Rate**") to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper.
- (iii) In case if the Allottee/s elects his/her/their remedy under sub-clause (ii)(a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under sub-clause (ii)(b) above.
- (iv) **Allottee/s Events of Default:**  
It is specifically agreed, undertaken and covenanted by the Allottee/s that all defaults, breaches and/or non compliance of any of the terms and conditions of this Agreement including but not limited to the defaults specified below shall be deemed to be events of default liable for consequences stipulated in this Agreement:-
- a) Failure or incapacity on the part of Allottee/s to make payments within the time as stipulated in this Agreement for any reasons whatsoever or failure to pay the Sale Consideration, Taxes on sale, Taxes levied by Local Authority or Planning Authority, TDS contribution, maintenance charges, deposits, other charges, outgoings, appropriate stamp duty, legal charges, registration charges, any incidental charges as demanded by the Promoter, any other charges, deposits or any amount payable under this Agreement as may be notified by the Promoter to the Allottee/s under the terms of this Agreement.
- b) Causing obstructions/hindrances to the construction or implementation of Real Estate Project/said Building or sale of Premises in the said Building, either by physical means or by mass communications, including emails, mass emails, social networking sites etc.
- c) Causing or making any defamatory statements against the Promoter which would lowering the esteem of the Promoter in

eyes of other Allottee/s or general public at large.

- (v) If the Allottee/s fails to make any payments under this Agreement on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the Interest Rate as defined above, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate till actual realization of all the outstanding amounts.
- (vi) Without prejudice to the right of the Promoter to charge interest in terms of Sub-Clause (ii)(a) above, and any other rights and remedies available to the Promoter, either (a) on the Allottee/s committing breach of any of the terms and conditions/covenants of this Agreement and/or default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) on the Allottee/s committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s, by Registered Post A.D. at the address provided by the Allottee/s and mail at the email address provided by the Allottee/s, of his intention to terminate this Agreement of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of the Notice, then at the end of such Notice period, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("**Promoter Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s. On delivery of the Promoter Termination Notice by the Allottee/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit upto 5% (five percentage) of the Sale Consideration ("**Forfeiture Amount**") at its sole discretion as and by way of agreed genuine pre-estimate of liquidated damages. In addition thereto, any taxes, brokerage or other charges such as charges for sanction letter paid to a bank, charges/expenses paid to a Real Estate Agent or any other third party company / individual involved in the transaction, on behalf of or for the Allottee/s shall also be deducted from the total amount to be refunded to the Allottee/s. The Promoter shall after deduction of the Forfeiture Amount, brokerage amount taxes and other charges mentioned above, refund the balance amount of the Sale Consideration paid by the Allottee/s, to the Allottee/s within a period of thirty days from termination and/or on signing of the Cancellation Deed. Upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or car parks in the manner it deems fit and proper without any

further reference or recourse to the Allottee/s. In the event of termination of the Agreement as mentioned above, the Allottee agrees and undertakes to forthwith execute and register a Deed of Cancellation to cancel this Agreement along with any other necessary documents in this behalf. In case of termination of this Agreement for whatsoever reason, if Allottee/s does not come forward to execute and register the Deed of Cancellation in respect of the said Premises, then in such circumstances the Promoter shall be entitled to resort to the remedy available to it under the applicable law/rules/regulations to cancel such registered Agreement for Sale in respect of the said Premises and in such event, the Allottee irrevocably agrees, that the Promoter shall also be entitled to file declaration with respect to termination and cancellation of this Agreement before the Sub-Registrar of Assurances.

- (vii) The Allottee/s agrees that in the event of termination of this Agreement by the Promoter as provided in this Agreement, and in the event of the said Premises being in the possession of the Allottee/s then the Promoter shall forthwith be entitled to and have the right to re-enter upon the said Premises and the Car Parking Slot(s) and resume possession of the same and the Allottee/s will quit, vacate and deliver quiet and peaceful possession of the said Premises to the Promoter. If the Allottee/s fails to quit, vacate & deliver the said Premises to the Promoter then the Allottee/s shall thereupon be liable to immediate ejection there from as trespasser. It is understood by the Allottee/s that the allotment of the Car Parking Slot(s) is co-terminus with this Agreement and the allotment of the Car Parking Slot(s) shall stand terminated ipso facto with termination of this Agreement.

**12. Amenities and Fixtures to be provided:**

The common areas, amenities and facilities in the said Building that may be useable by the Allottee/s are listed in the **Fourth Schedule** hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Annexure "12"**.

**13. Procedure for obtaining Possession/failure to take Possession:**

- (i) The Promoter shall after obtaining Occupation Certificate from the concerned authority or any other appropriate approving authority and upon payment by the Allottee/s of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee/s in writing ("**Possession Notice**"). The Allottee/s agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing after receiving the Occupancy Certificate of the Real Estate Project/ Building, provided the Allottee/s has made payment of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement.
- (ii) The Allottee/s shall take possession of the said Premises within 15 (fifteen) days of being offered such possession, by making payment

of all amounts due and payable under this Agreement by executing necessary indemnities, undertaking and such other documentation as prescribed in this Agreement. On failure of the Allottee/s to take possession of the said Premises on being offered possession by the Promoter in the manner provided herein, the Allottee/s shall, without prejudice to any other liabilities which he/she/they may incur under this Agreement and be liable to under law, become also liable to pay to the Promoter, and the Promoter shall become entitled to recover from the Allottee/s, the maintenance charges payable in respect of the said Premises after expiry of 15 (fifteen) days of Possession Notice.

- (iii) After expiry of 15 (fifteen) days from receipt of the Possession Notice i.e. from 16<sup>th</sup> day onwards, the Allottee/s shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the said Building including *inter-alia*, property tax, local taxes, betterment charges, GST, TDS, other indirect taxes of every nature, or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of common areas and amenities of the said Building. Thus, the Promoter shall be entitled to charge and recover from the Allottee/s and the Allottee/s shall be liable to pay proportionately towards outgoings and other charges being inclusive of but not limited to the following:
- a) Maintenance, repairs to the Building, the compound, the compound walls, water pumps and electrical fittings, drainage and plumbing installations and fittings, etc.;
  - b) Charges towards maintenance of the Retained Portion (in case if any) as well as Garden and common layout (in case if any);
  - c) Cost of keeping said Land and/or for the Larger Land clean and lighted;
  - d) Decorating and/or painting the exterior of the Building, passages and staircases after date of possession;
  - e) Property taxes, cesses, levies any other applicable taxes and premia in respect of the insurance of the said Building, land revenue, assessments, any other applicable taxes etc.;
  - f) Salaries and wages of persons employed for watching and/or cleaning the said Larger Land, operating water-pumps, maintaining records, etc.;
  - g) Water & Sewerage charges and taxes etc.;
  - h) Sinking & Other funds as may be determined by the Promoter;
  - i) Rent & cost of water meter or electric meters;
  - j) Betterment Charges;
  - k) Cost of water supplied by water tankers;
  - l) Maintenance of common areas and amenities of the said Building

if provided. All other proportionate outgoings due in respect of the said Land/Larger Land including those incurred for the exclusive benefit of the Allottee of his Premises.

- m) Service Charges to the Promoter alongwith staff salary for providing services to maintain the said Building facilities.
- (iv) Until the Society is formed and the Society Conveyance Deed is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee/s further agree/s that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee/s shall pay to the Promoter provisional quarterly contribution as more particularly specified in the **Annexure "10" ("Premises and Transaction Details")** annexed hereto for every 3 months, in advance on or before 5<sup>th</sup> day of beginning of every quarter towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest. Any payment to be made hereinabove if delayed shall carry interest on the outstanding amount from the due date till actual realization.
- (v) The Allottee/s will not be entitled to ask for adjustment of the Corpus fund/deposit amounts mentioned in **Annexure "10"** against the monthly contribution of maintenance, municipal taxes and outgoings. In the event the Allottee/s fails to pay monthly contribution of Maintenance Charges, municipal taxes and outgoings, the Promoter may at its discretion adjust the said amount from the advance maintenance/ Corpus fund mentioned in **Annexure "10"** and the Allottee/s shall immediately after being called upon by the Promoter, replenish the deficit of such deposit/charges.
- (vi) The Allottee/s shall not withhold the payment of Maintenance Charges for any reason whatsoever and shall pay to the Promoter till the establishment of the Society, without any demur and default. Without prejudice to other remedies available under this Agreement, non-payment of Maintenance Charges shall authorize the Promoter to prevent the use of lift by the persons residing in or visiting the said Premises, prevent the Allottee/s from using Common Area and facilities and shall also authorize Promoter to levy interest at the rate prescribed under RERA on defaulted and delayed payment. The Allottee/s is/are hereby granting irrevocable authority to the Promoter for the same.
- (vii) The Allottee/s hereby agree, confirm and undertake that irrespective of any disputes, which may arise between the Promoter and the Allottee/s, the Allottee/s shall punctually pay all amounts, contributions, outgoings, maintenance charges as mentioned in this Agreement and shall not withhold the same for any reason whatsoever.
- (viii) The Allottee/s has/have agreed that the amounts paid or becoming payable to the Promoter by the Allottee/s under this Agreement shall be refundable only in accordance with the terms of this Agreement and shall not in any event carry interest except as expressly provided under this Agreement.
- (ix) The Promoter may agree to permit, (subject to the Allottee/s having

fulfilled all his/her/its obligations under this Agreement, and having paid full Sale Consideration amount, alongwith tax on sales of the said Premises and maintenance charges, outgoings, other charges and any other amount payable) entry to the Allottee/s to the said Premises for carrying out interior works if such entry is desired by the Allottee/s prior to the Possession Date upon execution of a suitable Indemnity Bond as required by the Promoter. However, such permission shall not be construed as handover of possession of the said Premises for occupation purpose or in no way entitle the Allottee/s to have any right, interest or title of any nature whatsoever in respect of the said Premises. During this period the Allottee/s undertakes to ensure that its interior work would supplement efforts of the Promoter to obtain necessary approvals for the occupation and use of the said Premises from the concerned authorities. The Allottee/s undertakes not to cause any damage to the said Building/Real Estate Project while carrying out the interior works of the said Premises and in the event any such damage is caused, the Allottee/s agrees to reimburse the Promoter the costs of rectification thereof. Before the initiation of the Interior works the Allottee/s agree and undertake to pay Building Protection Security Deposit as may be decided by the Promoter from time to time for interior works. In the event any damage is caused to the said Premises or any adjacent, below or above premises of the said Premises, the amount towards repair of the said damages shall be deducted from the Building Protection Security Deposit and the balance shall be refunded post maximum period of six months from the completion of the Interior work. The amount of Building Protection Security Deposit is provisional in nature and subject to change. In the event the amount of damage is over and above the Building Protection Deposit then the Allottee shall be liable to pay the same to the Promoter forthwith on demand.

**14. Defect Liability:**

- (i) If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the Building/ the said Real Estate Project in which the said Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the Act.
- (ii) Notwithstanding to what is mentioned in Clause 14(i) above, the Allottee/s agrees that the Promoter shall not be liable for any such defects if the same have been caused by reason of the Allottee/s or its agents/contractors making any internal/external changes, flat/premises finishing, fittings, interior works, renovations, additions/alterations of whatsoever nature in the said Premises, in the elevation, chisel or in any other manner causes damage to columns, beams, walls, slabs, RCC, Pardis or other structural members in the said Premises, and/or the willful default and/or negligence of the Allottee/s or its agents/contractors and/or any other allottees or their agents/contractors in the Real Estate Project. This clause is as per

rules and regulations framed by MAHARERA and are subject to change as and when MAHARERA modifies any such rules in the future.

15. The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for residential purpose. The Allottee/s shall use the Car Parking Slot/s only for purpose of parking vehicle.
16. **Formation of the Society:**
  - (i) Upon 51% of the total number of units/premises in the said Building/Sale Wing being booked by the Allottees of the Premises, the Promoter shall submit an application to the competent authorities to form a Co-operative Housing Society of the Sale Wing/Building, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the MAHA RERA Rules.
  - (ii) The Allottee/s shall, along with other Allottees of Premises in the said Building/Sale Wing, join in forming and registering a Co-operative Housing Society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and MAHA RERA Rules thereunder ("**the Society**").
  - (iii) For this purpose, the Allottee/s shall from time to time sign and execute the necessary application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the proposed Society and shall duly fill in, sign and return to the Promoter within 7(seven) days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws of the Society, as may be required by the Registrar of Co-operative Societies, or any other Competent Authority.
  - (iv) The name of the Society shall be solely decided by the Promoter.
  - (v) The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Society and their respective members/intended members including the Allottee/s, and the Promoter shall not be liable toward the same.
  - (vi) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold Premises in the said Building/Real Estate Project, if any. Post formation of the Society, the Promoter shall continue to be entitled to such unsold Premises and unallotted Car Parking Slot/s and to undertake the marketing etc. in respect of such unsold Premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of maintenance charges, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium and/or any amount with respect to

unsold Premises and unallotted car parkings for a period of 3 (three) years from the date of formation of society and/or from the date of Occupation Certificate whichever is later. The Promoter shall also not be liable to pay any compensation whatsoever to the Society for the sale/allotment or transfer of the unsold areas in the said Building/Real Estate Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold Premises).

17. **Conveyance to the Society:**

(i) The Promoter shall, within 3 months from the date of issuance of the Full Occupation Certificate with respect to the said Building/Sale Wing or in accordance with the provisions of RERA from time to time, the Promoter shall execute and register a Conveyance whereby the Promoter shall convey all its right, title and interest in the land demarcated as \_\_\_\_\_ comprised in the Larger Land along with the FSI utilised for the Sale Building standing on the land demarcated as \_\_\_\_\_ and in all areas, spaces, common areas, facilities and amenities in the Land demarcated as \_\_\_\_\_ in favour of the Society formed for Sale Building ("**Society Conveyance**").

(ii) The Society shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Land demarcated as \_\_\_\_\_ including any common areas, facilities and amenities and the Promoter shall not be responsible for the same.

(iii) In the event any premises/spaces/areas are unsold/un-allotted/unassigned and/or if car parking slot/s is/are un-allotted on formation of the Society and execution of Conveyance of the Land demarcated as \_\_\_\_\_ in favour of the Society as stated in this Agreement, the Promoter shall be entitled to such unsold areas and to undertake marketing etc. in respect of such unsold areas. The Promoter shall not be liable or required to bear and/or pay any amount by way of maintenance charges, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium and/or any amount with respect to unsold premises and unallotted car parkings, for a period of 3 (three) years from the date of formation of society and/or from the date of Occupation Certificate whichever is later. The Promoter shall also not be liable to pay any compensation/charges whatsoever to the Society for the sale/allotment or transfer of the unsold areas in the said Building or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises).

(iv) As per the provisions of RERA, the Promoter shall execute and register a separate Conveyance whereby the Promoter shall convey all its right, title and interest in the land demarcated as \_\_\_\_\_ comprised in the Larger Land along with the FSI utilised for the building standing on the land demarcated as \_\_\_\_\_

to the Society that is formed for Rehab Building/Wing 'A' namely 'Shri Swami Samarth (S.R.A.) Sahakari Gruh Nirman Sanstha (Proposed).

- (v) The Promoter and their surveyors and agents and assigns with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the said Building. The Allottee/s agrees that he/she/it/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall they in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes in any manner howsoever.
18. In such event, the Allottee's agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the project management agency, including without limitation, payment of the Allottee's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Land/Larger Land and buildings constructed thereon.
19. **Other Charges:**
- The Allottee/s agrees and undertakes that, the Allottee/s shall, before delivery of possession of the said Premises, deposit the following amounts ("**Other Charges**") with the Promoter by way of cheque/demand draft/RTGS/NEFT,-Advance Maintenance, cost for formation and registration of the Society, legal cost, Fitness Centre Membership Charges, for other utility and services connection charges (such as water and electricity connections etc) and for deposits of electrical receiving or sub-station, if any, provided/to be provided in layout of the Larger Land and Corpus Fund of the Society as mentioned in **Annexure "10"** ("**Premises and Transaction Details**") annexed hereto. The Promoter has informed the Allottee/s and the Allottee/s is/are aware that the charges/deposits towards water, electricity, or any other service connection mentioned under the head "**Other Charges**" in the **Annexure "10"** are provisional in nature and may increase, due to increase in charges/deposits imposed by the concerned local bodies/government authority. If there is any increase in charges/deposits by the concerned local bodies/government authority, the Promoter shall demand the additional amount from the Allottee/s towards the water, electricity, external drainage or any other service connection and the Allottee agrees and undertakes to pay the additional amount to the Promoter without any objection.
20. The details of Other charges are as mentioned below:-
- (i) **Advance Maintenance (6 months):**
- The Advance Maintenance (6 months) shall be appropriated against the Monthly Maintenance till the Advance Maintenance amount is exhausted after which the Allottee/s shall be required to make the payment towards Maintenance Charges. The Advance Maintenance is

exclusive of any taxes (GST, Property tax etc.) and the Allottee/s shall be required to make the payment of the taxes separately.

**(ii) Share of Expenses for Society Formation and Legal Charges:**

This amount is for formation of society and preparation of legal documents. The Promoter will not be liable to give any account of how these funds are appropriated.

**(iii) Fitness Centre Membership Charges:**

The Fitness Centre membership charge is for membership to the Fitness Centre. It includes membership for up to 4(four) family members of the Allottee/s. There will be an annual usage fee over and above this membership charges. The Promoter will not be liable to give any account of how these funds are appropriated.

**(iv) Electric and Water Connection Charges:**

This amount is used for electric and water connection infrastructure like meters, substations, receiving stations if any etc. The Promoter will not be liable to give any account of how these funds are appropriated. The Promoter has informed the Allottee/s and the Allottee/s is aware that the charges/deposits towards water, electricity, external drainage or any other service connection mentioned under the head "Other Charges" in the **Annexure "10"** are provisional in nature and may increase, due to increase in charges/deposits imposed by the concerned local bodies/government authority. If there is any increase in charges/ deposits by the concerned local bodies/government authority, the Promoter shall demand the additional amount from the Allottee/s towards the water, electricity, external drainage or any other service connection and the Allottee/s agrees and undertakes to pay the additional amount to the Promoter without any objection.

**(v) Corpus Fund for Society:**

The Corpus Fund shall be transferred to the Society on Conveyance of the Land. The Corpus Fund is interest free.

(vi) The abovementioned amounts of Other Charges are not refundable (except those specifically mentioned in this Agreement) and no accounts or statement will be required to be given by the Promoter to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter. The Other Charges and deposits mentioned above shall not carry any interest. Above amounts are exclusive of any taxes including but not limited to CGST and SGST, TDS or any other tax/levy and the Allottee/s shall be liable to bear the same separately.

**21. Maintenance Charges:**

(i) The Allottee/s hereby agree/s to make payment of maintenance charges and outgoings on the date of taking possession of the said Premises, on account of the said Premises as provided in the table in **Annexure "10"** hereto. The Allottee/s do hereby further agree that maintenance charges of the said Premises shall start after a period of 15 (fifteen) days from the date of intimation about the said Premises is ready for use and occupation. The Allottee/s agrees and undertakes to pay the CGST and SGST or any other tax/es as may be applicable from

time to time on the Maintenance Charges/ Other Charges separately without any objection or demur. The Allottee/s shall pay the Maintenance charges by 5<sup>th</sup> day of every quarter i.e. April-July-October-January in advance. The Allottee/s hereby further agrees that he/she/they shall take the possession of the said Premises within 15 (fifteen) days from the date of intimation about the said Premises is ready for use and occupation.

(ii) The Allottee/s hereby agree that he/she/they are aware and that the maintenance charges are provisional in nature and shall be subject to change and that the Allottee/s shall be bound to pay the maintenance charges of the said Premises regularly as stated above along with 10% increase or actual increase, whichever may be higher in every financial year or if it is increased for the reasons beyond the control during the same financial year. The Allottee/s agrees and undertakes to make the payment of the same without any objection or demur.

(iii) The Promoter shall not, if they have collected any contribution from the Allottee/s, render to the Allottee/s any separate account of the collections made from him and/or of the expenses incurred in respect of the said Premises; the rendition of the consolidated account to the Society and settlement of such account shall discharge the Promoter of their responsibility to refund excess, if any, out of such collections made from one or more of the acquirers of Premises and/or of recovering the deficit, if any, from one or more of them; the acquirers of Premises as members of the Society shall make up and adjust amongst themselves their respective accounts the Allottee/s shall not be entitled to make any grievance or take any objection to the consolidation of all receipts and expenses in respect of the various Premises in the said Building as aforesaid.

22. The Allottee/s shall pay to the Promoter a sum as more particularly specified in the table of the Other Charges as specified in **Annexure "10"**, for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Society/Apex Body, for preparing the rules, regulations and bye-laws of the Society/Apex Body, and the cost of preparing and engrossing the Society Conveyance, Apex Body Conveyance and other deeds, documents and writings.

23. The Promoter has informed the Allottee/s that there may be common access road, street lights, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, if any and other common amenities and conveniences in the layout of the Larger Land/said Land. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s alongwith other Allottees of flats/units/premises in the said Building and/or on the Larger Land/said Land, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately among the members of the said Building. Such proportionate amounts shall be payable by each of the Allottee/s of flats/units/Premises of the said Building including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s

agree/s to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the Allottees of flats/units/Premises in the said Building shall object to the Promoter laying through or under or over the said Larger Land/said Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other Wings/towers which may be developed and constructed on any portion of the Larger Land.

**24. Representations and Warranties of the Promoter:**

The Promoter hereby represent and warrant to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate:-

- (i) The Promoter has clear and marketable title and has the requisite rights to carry out development upon the Larger Land and also has actual, physical and legal possession of the said Larger Land for the implementation of the Larger Land.
- (ii) The Promoter has lawful rights and requisite approvals from the concerned Competent Authorities to develop the Real Estate Project, and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project.
- (iii) There are no encumbrances upon the said Larger Land/Real Estate Project as on date.
- (iv) There are no litigations pending before any Court of law with respect to the said Land/Larger Land or the Real Estate Project except as mentioned in the Title Report and disclosed by the Promoter on the website of the RERA Authority.
- (v) All approvals, licenses and permits issued by the Competent Authorities with respect to the Real Estate Project to be constructed on the said Land are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, to be constructed/now under construction thereon shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain in compliance with all applicable laws in relation to the Real Estate Project.
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the rights and interest agreed to be granted to the Allottee/s herein and hereunder, may be prejudicially affected.
- (vii) The Promoter has not entered into any Agreement for Sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land or any part thereof, as also the said Premises, which will in any manner affect the rights of the Allottee/s under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated under this Agreement.

- (ix) The Promoter has duly paid and shall continue to pay and discharge the undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the Municipal Corporation of Greater Mumbai and other concerned authorities till the Society Formation/Society Conveyance if any and thereupon shall be proportionately borne by the Society, and
- (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land/Larger Land or any part thereof) has been received or served upon the Promoter in respect of the said Land/Larger Land and/or the Real Estate Project except those disclosed to the Allottee/s.

25. **ALLOTTEE/S COVENANTS:**

The Allottee/s so as to bind all persons claiming by, under or through him/them hereby covenant/s with the Promoter that—

- (i) to maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date of the possession of the said Premises is taken and shall not do or suffer to be done anything in or to the said Building/Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building/Real Estate Project in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and the Promoter;
- (ii) to abide by the terms of the Scheme of development of the said Land/Larger Land disclosed by the Promoter hereunder, and will not do any act, or set up any right or claim, which would in any manner interfere with, obstruct, jeopardise or disrupt the rights of the Promoter to develop the said Land/Larger Land in the manner herein disclosed and in terms of the Scheme sanctioned by the Slum Rehabilitation Authority, and to sell the various Premises therein to persons of the choice of the Promoter in such manner as they are entitled, and to receive and appropriate to themselves the entire proceeds thereof, and/or to claim and avail of the rights and benefits accruing on account thereof;
- (iii) at all times act in accordance with and abide by this Agreement and covenants hereunder, and not do any act or be party to any deed which may in any manner be contrary thereto or in derogation thereof, and;
- (iv) to use and/or permit to be used the said Premises only as residence or for such other purpose as may be permitted by the concerned local authority, and will not use or permit to be used the said Premises for any other purpose, Allottee/s shall not to change the user of the said Premises without the prior written permission of the Promoter and Society, in the event the Allottee/s change/s the user of the said Premises after obtaining due sanction and permission, Allottee/s shall himself/themselves be liable to bear and pay any increased taxes and levies as may be imposed on account thereof;
- (v) not to store in the said Premises any goods of a hazardous,

combustible or dangerous nature, or are so heavy which is likely to damage the construction or structure of the said building/Real Estate Project, or the storage of which is objected to or not approved/licensed by the concerned local or other authority, or carry or cause to be carried heavy packages to the upper floors of the said Building which may damage or likely to damage the entrances, staircase and common passages of the building in which the said Premises is situated, including entrances of the said Building/Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach;

- (vi) it shall be the responsibility of the Society that would be formed to separate the dry and wet garbage and shall see to it that the wet garbage generated in building shall be treated separately;
- (vii) not to throw any dirt, rubbish, rags, garbage or other refuse from the said Premises into the compound or any portion of the said Land or Larger Land and/or the said Building;
- (viii) not to amalgamate the flats in the said Building.
- (ix) bear and pay in a timely manner and forthwith, all amounts, dues, taxes, installments of Sale Consideration, as required to be paid under this Agreement;
- (x) not to hang clothes, garments or any other item or any other item or thing from the balconies, windows or terraces appurtenant to the said Premises or any other place, save and except in the areas designated for the purpose;
- (xi) by reason of acquiring a Premises in the said Building, not to park any car or two wheeler in the open compound of the building or claim any right to park motor vehicles in the stilt and/or in the basement of the building; if the Allottee/s so desires, the Allottee/s will park his vehicle in the Car Parking Space / Slot under the stilt or in the basement acquired from the Promoter, and subject to payment of any charges on account thereof;
- (xii) if the Allottee/s is/are the acquirer of a Car Parking Slot in the Basement, Ground Floor Stilt or 1<sup>st</sup> Floor of the said Building, the Allottee/s will observe, perform and comply with the terms and conditions, if any, stipulated by the local authority in the matter of its user; if any security deposit is payable to the local authority to ensure the specified user of the car parking space, he/she/they will pay the same in addition to the amount payable to the Promoter as price thereof; the Allottee/s shall also be liable to pay the taxes charged or levied in respect thereof;
- (xiii) the Allottee/s will not encroach upon or make use of any portion of the said Building not agreed to be acquired by him;
- (xiv) the Allottee/s will restrict his claims only to the said Premises agreed to be acquired by him hereunder, and not to claim any right to put up any construction on the said Building or to make any variations or

- alterations in the said Premises, and also not to claim any right to put up additional construction which may result in the reduction of further area of construction, if any, permissible on the said Larger Land;
- (xv) the Allottee/s shall not let out, sub-let, transfer, assign, sell, lease, give on leave and license, or part with possession of the said Premises or transfer or assign his right, title or interest in the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement or the benefit factor of this Agreement until all amounts dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable hereunder to the Promoter have been fully paid and discharged paid together with applicable interest thereon at the Interest Rate if any, and only if there is no subsisting breach or non-observance of any of the terms, conditions or provisions hereof. In the event the Allottee/s is/are desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Promoter which may be provided by the Promoter in its sole discretion;
- (xvi) the Allottee/s will not slaughter any animals in the precincts of the said Building;
- (xvii) to carry out at their own costs all internal repairs and maintain the said Premises in good and tenantable repair and condition from the date of his taking possession of the same in the state and order in which it was delivered by the Promoter to the Allottee/s, and not do or suffer to be done anything in or to the said Building/Real Estate Project or the said Premises or in the staircase or passages thereof which may be against/contrary to the rules, regulations or bye-laws of the concerned local or any other public authority, or alter or make any addition in or to the said Building/Real Estate Project or the said Premises. In the event of the said Premises committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and the Allottee/s do hereby indemnify and keep indemnified the Promoter in this regard;
- (xviii) not to close or permit to change the external elevation or colour scheme of the said Building/ said Premises, nor of the common areas, including the lobby and the areas outside the main door of the Premises;
- (xix) the Promoter has with a view to achieve uniformity in the look of the outer facade of the sale Building, even while addressing the need for safety of the acquirers of Premises, tied up for provision of grills of standard design to be provided across Premises in the Sale Building and the Allottee/s shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee/s shall not shift or alter the location of the windows or ventilators in the said Premises; the Allottee acknowledges that this is stipulated in the interest of achieving uniformity in the elevation and look of the various Premises in the said Building, and the Allottee covenants to abide by the same, and not commit any breach thereof;

- (xx) the Allottee/s will ensure that the fire safety measures and equipments provided in the Building, including in the Premises are not tampered, hindered, obstructed or otherwise interfered with, and further also that the passages and refuge areas provided in the building are always kept clear and unobstructed;
- (xxi) not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land/Larger Land or the Building/Real Estate Project in which the said Premises is situate or any part thereof or whereby any increased premium may become payable in respect of such insurance;
- (xxii) not to demolish or cause to be demolished the said Premises or any part thereof or make or cause to be made any addition or alteration of whatsoever nature to or in the said Premises or any part thereof, nor any alteration in the elevation or outside colour scheme of the Building/Real Estate Project, and shall keep the portions, sewers, drains, pipes, etc. in the said Building/Premises in good and tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building/Real Estate Project, and not chisel or in any other manner damage the columns, beams, walls, slabs, RCC, parties or other structural members in the Building, without the prior written permission of the Promoter and/or of the Society;
- (xxiii) to bear and pay a proper proportion of the dues, duties, impositions, outgoings and other burdens of any nature and kind whatsoever at any time hereafter imposed upon the Land/Larger Land and/or the Building and/or upon the Promoter or Allottees of Premises therein by any authority, including the Municipal Corporation, revenue authorities, etc.;
- (xxiv) the Allottee/s shall along with acquirers of other Premises in the said Building pay to the local authority, State Government or any other authority any betterment charge, development tax, fire tax or any other tax or levy payable in respect of the said Building, sharing the same amongst themselves in proportion to the carpet areas of the different Premises in the said Building;
- (xxv) the Allottee/s will within one month of demand by the Promoter rectify any defect or want of repairs pointed out to him by the Promoter in the said Premises;
- (xxvi) to carry out along with the acquirers of other Premises in the said Building at their joint costs, without holding the Promoter liable or responsible for the same, all repairs, additions and alterations in or to the said Building and the said Premises as may be required to be carried out by the Government, local or any other authority after issue of Occupation/ Completion Certificate for the same;
- (xxvii) to allow the Promoter and their agents/servants to enter upon the said Building (including the said Premises) and carry out repairs therein for maintaining, rebuilding and keeping in good order and condition all sewers, drains, pipes, cables, water pipes, gutters, electric wires, etc. in the said Building/Premises and for other similar purposes, and also for cutting off water/electric supply to any Premises in the said

Building, the occupant whereof may have committed breaches of the terms of the agreement executed by him with the Promoter, or the bye-laws and regulations of the Society formed by the acquirers of Premises in the said Building;

- (xxviii) to submit letters to and abide by such conditions as may be stipulated concerning or regulating the fit-outs to be carried out in the said Premises and not commit any breach of the terms thereof;
- (xxix) not to carry out any additions, alterations or renovation to the said Premises at any time after taking possession, except after obtaining the prior written permission of the Promoter or the Society, as the case may be, and only after complying with such conditions as the Promoter/ Society may stipulate in this behalf, including for the said purpose by keeping deposited such sum as may be stipulated to secure the due observance and performance of the terms thereof and to abide by and carry out such works only in the manner and without committing any breach of the terms on which such works have been permitted to be carried out;
- (xxx) not to carry out any work in the said Premises which may in any manner cause any damage to any of the other Premises above/below or adjacent to the said Premises; if on account of any works so carried out by the Allottee/s any loss or damage is caused to any of the neighboring Premises on the same floor or to Premises above or below the said Premises, the Allottee/s shall at his own costs be liable to make good such loss or damage, and keep the Promoter and the Society indemnified of, from and against any loss damage or consequences of such work carried out by the Allottee/s;
- (xxxi) the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the said Building/Real Estate Project or any part thereof to view and examine the state and condition thereof;
- (xxxii) the Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Real Estate Project/said Building and the Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the said Building/Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings payable in respect of the said Premises in accordance with the terms of this Agreement;
- (xxxiii) the Allottees/Group of Allottees/Society is aware that there might be unsold Premises and/or unallotted Car Parkings in the Real Estate Project/s or the said Building, even after the execution of Society Formation/Execution of Conveyance of the Real Estate Project/other Real Estate Projects/the said Building in the favor of Society (whichever applicable). The Promoter shall deal with the unsold

Premises/unallotted car parking as it deems fit and the allottees/group of Allottees/Society/Societies does not have any objection to the same;

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

- liable or responsible for the same in any manner whatsoever;
- (xxxviii) further, in the event that this Agreement is cancelled at any time, then the Allottee/s shall ensure that such lender returns to the Promoter, the original Agreement for Sale, Registration Receipt, Index II and any other document in respect of the said Premises which may be in their possession;
- (xxxix) not to shift or alter the position either of the kitchen or the toilets which would affect the drainage system of the said Premises / Building in any manner whatsoever;
- (xl) the Allottee/s agrees and acknowledges that the sample Premises constructed by the Promoter and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing as sample Premises if furnished by Allottee/s and the Promoter is not liable or required to provide any furniture, items, electronic goods and amenities etc. as displayed in the sample Premises, other than as expressly agreed by the Promoter under this Agreement;
- (xli) to keep the sewers, drains and pipes in the said Premises and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the said Building/Real Estate Project in which the said Premises are situate and the Allottee/s shall not chisel or in any other manner damage columns, beams, walls, slabs or R.C.C. Pardis or other structural members in the said Premises without the prior written permission of the Promoter and which consent shall not be unreasonably withheld;
- (xlii) in case of the Allottee/s who is/are a non-resident/ foreign national of Indian Origin, in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control laws and guidelines issued those issued by the Reserve Bank of India, the Allottee/s alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto and other applicable laws. The Promoter accept no responsibility in this regard and the Allottee/s does hereby indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever;
- (xlili) the Allottee/s shall fully comply with and observe all the terms and conditions that are set out in this Agreement;
- (xliv) the Allottee/s is/are aware that the Promoter will be developing the said

Larger Land in a phase-wise manner on such terms and conditions as the Promoter may deem fit and shall be entitled to all the benefit of Floor Space Index or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Promoter deems fit and the Promoter shall be entitled to grant or offer upon or in respect of any portion of the said Larger Land, to any third party all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, installations and/or services in the said Larger Land in such manner as may be desired by the Promoter and the Allottee/s expressly and irrevocably consents to the same;

- (xlv) the Promoter shall bear and pay all outgoing and statutory dues including municipal taxes, work contract tax, taxes for land under construction and all the taxes relating to the said Larger Land, non-agricultural assessment and other assessments and/or dues and/or charges of any sort or in respect of and/or concerning the said Larger Land and the said Real Estate Project and the development of the said Larger Land and the said Real Estate Project. It is clarified that all taxes, dues, cess, outgoing with respect to the said Premises for a period prior upto possession shall be borne and paid by the Promoter and on and after the date of possession shall be borne and payable by the Allottee/s;
- (xlvi) the Promoter herein has specifically informed the Allottee/s and the Allottee/s hereby agree, confirm and undertake that irrespective of any disputes, which may arise between the Promoter and the Allottee/s, the Allottee/s shall punctually pay all amounts payable towards Sale Consideration along with all taxes payable on sale or transfer of the said Premises and shall not withhold the same for any reason whatsoever;
- (xlvii) the Allottee/s shall not be entitled to or claim any easement or right of light or air, which would restrict or interfere with in any manner whatsoever, the free and unobstructed use and enjoyment of any portion of the said Land or Larger Land and the adjacent, contiguous and adjoining Lands and properties of the Promoter, for the purpose of development thereof and/or any other lawful purpose;
- (xlviii) the Allottee/s agrees and acknowledges that the Promoter has informed the Allottee/s that for the completion and development of the Larger Land, the Promoter is required to and the Promoter shall be entitled at all times, to carry out construction and/or any other allied work including completion work of the structures on the said Land and/or Larger Land, the Allottee/s not only as a Allottee/s of the said Premises, but also as a member or Managing Committee member of Society shall not at anytime, raise any objection, obstruction on any ground whatsoever, notwithstanding that there shall or may be any perceived or actual nuisance, annoyance and inconvenience that could arise during the construction and/or any other allied work including completion work of the structures on the said Land and/or Larger Land. The Allottee/s and/or the Society shall not interfere with the rights, powers and authorities of the Promoter in respect of implementing the scheme of development of the said Land and/or Larger Land in any

manner whatsoever. The Allottee/s hereby undertakes to co-operate with and render all assistance to the Promoter in respect of the development of the said Land and/or Larger Land;

- (xlix) notwithstanding anything herein contained the Promoter shall not be liable for any defect or damage caused to the said Premises or the Real Estate Project/said Building or to rectify any such defect caused as a result of negligence, improper maintenance, improper operation, any change, repair or alteration carried out by the Allottee/s. The liability of the Promoter under this Agreement shall forthwith cease in the event that the Allottee/s makes any such change or carries out any repairs or alterations to the said Premises or the Real Estate Project/said Building without the written consent of the Promoter;
- (l) the Promoter may complete part, portion or floor of the said Building and obtain part occupation certificate and give possession of Premises therein to the Allottee/s of such Premises and the Allottee/s herein shall not be entitled to raise any objection thereto. If the Allottee/s takes possession of the said Premises in such partly completed wing, part or portion or floor and the Promoter or its agents or contractors shall carry on the remaining work with the Allottee/s occupying his/her/their Premises, the Allottee/s shall not object to, protest or obstruct or create hindrance in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them;
- (li) the Allottee/s shall fully co-operate with the Promoter in the matter of implementation of the scheme for development of Larger Land and the infrastructure and common facilities on the Larger Land without creating any obstruction or interference;
- (lii) the Allottee/s shall not complain to SRA Administration for approving substandard size rooms in the tenements/tenement, building with deficient open spaces, mechanical light & ventilation, probable mechanized failure of mechanized parking provisions and the Allottee/s hereby indemnifies the SRA & it's Officers against any probable dispute that may arise in future;
- (liii) the Allottee/s shall not misuse the refuge area in future.
- (liv) The Allottee/s have been informed and are aware of inadequate/sub-standard sizes of rooms/premises. The Allottee/s agree that they shall not blame the SRA/Promoter for inadequate/sub-standard sizes of rooms/premises in future and no claims/damages/risks will be made against the CEO(SRA) & its staff with regards to the same.
- (lv) The Allottee/s have been informed and are aware that, the building is constructed with deficient open space and no claims/damages/risks will be made against the CEO(SRA) & its staff with regards to the same.
- (lvi) The Allottee/s have been further informed that all common areas and passage shall be maintained as per approved plan and shall not be misused at any point.
26. This Agreement to the extent it lays down covenants on the part of the Allottee/s to be observed for the common benefit of all acquirers of Premises

in the said Building is for the benefit of all acquirers of Premises in the said Building, and the benefit thereof shall endure to all of them, and the terms and conditions thereof shall be available for enforcement not only by the Promoter herein but also by the acquirers of other Premises in the said Building, and this Agreement shall bind to the extent applicable the permitted transferees of Premises from the Allottee/s also.

27. Nothing contained in this Agreement is intended to be nor shall be construed to be a grant, sell, demise or assignment in law of the said Premises or the Real Estate Project, or the said Building, or the said Land or the said Larger Land or any portion of thereof or the said Building now under construction thereon, such conferment to take place only on the transfer of the land together with the Building(s) constructed thereon to the Co-operative Society got registered by the acquirers and allottees of Premises in the said Building in the manner disclosed herein; the Allottee shall have no claim, save and except to the said Premises hereby agreed to be acquired by him, and all open spaces, parking spaces, lobbies, staircase, terraces, etc. shall remain the property of the Promoter until the said Land and Building are transferred by the Promoter to the Society as hereinbefore mentioned.

28. **Promoter shall not Mortgage or create a Charge on Allottee's Premises:**

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

29. Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any person ("**Project Management Agency**") to manage the operation and maintenance of the Building constructed/ to be constructed on the said Land/Larger Land, common amenities, common areas, facilities and the infrastructure on the said Land/Larger Land, or part thereof after the completion of the development for a period till formation and handover of the Larger Land or part thereof in favour of the Society. The Promoter shall have the authority and discretion to negotiate with such Project Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Project Management Agency shall be borne and paid by the Allottee/s and/or occupants of the Real Estate Project including the Allottee/s on a pro rata basis, as part of the development and common infrastructure charges referred to herein. Such charges may vary and the Allottee/s agrees that it shall not raise any dispute regarding the appointment of any Project Management Agency by the Promoter for the Real Estate Project or towards the maintenance charges determined by such agency. It is agreed and understood by the Allottee/s that the cost of maintenance of the Real Estate Project and the part of the said Land/ Larger Land and other common areas, facilities and infrastructure in the part of the said Larger Land shall be borne and paid by only the

Allottee/s and other Allottees/occupants on a pro-rata basis. The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Project Management Agency, including without limitation, payment of the Allottee's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Land/said Larger Land and Building constructed thereon from time to time. The Allottee/s is/are aware that the Promoter is not in a business of providing services proposed to be provided by the Project Management Agency. The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance or non performance or otherwise of the services provided by the Project Management Agency.

30. The Promoter shall have the right to designate any space on the said Land/said Larger Land to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the Allottees of the Premises in the Building that may be developed on the said Land/said Larger Land, free or on payment of charges to such utility providers. The Promoter shall also be entitled to designate any space in the said Land/said Larger Land to such utility provider either on leave and license or sub-lease or leasehold basis for the purpose of installing power sub-stations/equipments with a view to service the requirement in the said Land/Larger Land and the buildings constructed thereon.

**31. Right to install Hoarding/Boards/Logo on the said Building/Larger Land:**

(i) The Promoter shall be entitled and shall have right to install or have installed hoardings/boards/ their logo of their brand name in/upon one or more places in the said Building in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project /Building/Larger Land and on the façade, terrace, compound wall or other part of the Real Estate Project/Building/Larger Land as may be developed from time to time without being liable to pay any fees/charges/costs to the Society or any organization that may be formed. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

(ii) It is expressly agreed that the Promoter shall be entitled to put a hoarding or give on lease site for pager station, cell base station and telecom towers, solar panels or any other utility on said Land/Larger Land or on the Building or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose Promoter is fully authorized to allow temporary or permanent erection or installation either on the exterior of the Building/ said Land/Larger Land as the case may be and the Allottee/s agrees not to object or dispute the same without being liable to pay any fees/charges cost in this respect to the Society or the final organization that may be formed. The Promoter shall be entitled to install its logo in one or more places in or upon the Building/ said Land/Larger Land and the Promoter reserves itself the full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.

**32. Binding Effect:**

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule specified in **Annexure “10” (“Premises and Transaction Details”)** annexed hereto, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then Promoter 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/s, the application of the Allottee/s shall be treated as cancelled without any further act of Parties, and all sums deposited by the Allottee/s in connection therewith, including the booking amount shall be forfeited by the Promoter, and the Allottee/s shall then cease to have any right or interest to or in the said Premises or against the Promoter.

**33. Entire Agreement:**

The Parties hereto record that the Agreement herein alongwith its schedules and annexures constitutes and records the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all understandings, agreements, allotment letter, correspondence, arrangements, whether written or oral, if any, between the Parties with regard to the said Premises as the case may be.

**34. Waiver:**

Any delay or indulgence shown by the Promoter in enforcing the terms hereof, or any forbearance or giving of time by the Promoter to the Allottee/s shall not be construed as waiver on the part of the Promoter of any breach or non-compliance with any of the terms or conditions hereof by the Allottee/s, nor shall the same in any manner prejudice the Promoter’s rights in law hereunder.

**35. NOTICE:**

All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Courier or Registered Post A.D or notified Email ID at their respective addresses specified below:

**Allottee/s** : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_  
Notified Email ID : \_\_\_\_\_

**Promoter** : **Nexzone Fiscal Services Private Limited**  
Address : 702, Marathon Max,  
Jn. of Mulund-Goregaon Link Road,  
Mulund (West), Mumbai–400 080  
Notified Email ID: [customercare@marathonrealty.com](mailto:customercare@marathonrealty.com)

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

36. **Joint Allottees:**

In case there are joint Allottee/s, all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him, which shall for all intents and purposes be deemed to have been properly served on all the Allottees.

37. **Right to Amend:**

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

38. **Provisions of this Agreement applicable to the Allottee/ subsequent Allottees:**

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

39. **Severability:**

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

40. **Method of calculation of Proportionate Share wherever referred to in the Agreement:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottee(s) in the Project, the same shall be in proportion of the carpet area of the said Premises to the total carpet area of all other Premises in the Project. It is expressly agreed and the Allottee/s is aware that as a result of changes in the building plans of the said Building/Real Estate Project and/or the Layout of the said Larger Land, the share of the said Premises and/or the Allottee/s in the common areas and facilities may increase or decrease. The Allottee/s hereby expressly consents to such changes in the said share and hereby expressly authorizes the Promoter to so increase or decrease the said share of the Premises and/or the Allottee/s in the common areas and facilities of the said Building/Real Estate Project and the Allottee/s hereby irrevocably agrees to accept the said share.

41. **Further Assurances:**

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

42. **Place of Execution:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through their respective Authorised Signatories at the Promoters' office at Mumbai. After the Agreement is duly executed by the Allottee/s and the Promoter or at some other place, which may be mutually agreed between the Promoter and the Allottee/s after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution of this Agreement, this Agreement shall be registered at the office of the concerned Sub-Registrar of Assurances.

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

43. This Agreement shall always be subject to the provisions of the RERA Act, the said Rules and the said Regulations or any statutory requirement or modification thereof.

44. **Stamp Duty and Registration:**

The Stamp Duty and registration charges and other incidental charges payable on these presents and on other documents to be executed pursuant hereto shall be borne and paid by the Allottee exclusively, and the Promoters shall not be liable to bear or pay any part of the same. In case there is any increase in the Stamp Duty, the Allottee confirms and undertakes to pay such increased Stamp Duty amount without any delay or demure.

45. **Dispute Resolution:**

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

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

Promoter : **AACCN9837F**  
Allottee/s : \_\_\_\_\_

47. **Governing Law:**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with laws of India and the competent courts of Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**( said Larger Land)**

All that piece and parcel of land total admeasuring 7122.90 sq.mtrs. consisting of bearing CTS No.21(pt) corresponding to Survey No.124/1/1, CTS No.22(pt) corresponding to Survey No.134/1/1, CTS No.23(pt), CTS No.23/3 to 23/4, CTS No.24 and CTS No.25(pt) lying, being and situate at Village Kanjur, Taluka Kurla, Registration District and Sub-District of Mumbai and Mumbai Suburban and bounded as follows:

On or towards the East : 13.40 M.W. Tembi Pada Road  
On or towards the West : A.D.J. CTS No.17 and CTS No.18  
On or towards the North : A.D.J. CTS No.13 and CTS No.15  
On or towards the South : A.D.J. CTS No.20

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

All that Land admeasuring 376.18 sq.mts. situate at Village Kanjur, Taluka Kurla, in the Registration District and Sub-District of Mumbai and Mumbai Suburban being the portion of the said Larger Land as mentioned in Secondly in the First Schedule hereinabove.

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

All the right, title and interest in the Flat/Premises bearing No.\_\_\_\_\_ admeasuring \_\_\_\_\_ Sq.mts. (i.e. \_\_\_\_\_ Sq.ft.) RERA Carpet Area on the \_\_\_\_\_ floor, Wing '\_\_\_\_\_', in the Building known as "**Marathon Neovalley Narmada Wing B**" being constructed on the said Land described in the Second Schedule hereinabove with/without exclusive right to use the \_\_\_\_\_ number of Car Parking/s.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(Description of Common Areas, Amenities and Facilities of the said Building)**

1. Paved Access.
2. Grand Entrance Lobby with elevators
3. Well designed compound walls and security gates shall be provided.
4. Fitness Centre
5. Society office

The common areas and facilities as mentioned in this Schedule for the said Building shall be completed at the time of completion of the said Building.

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

**SIGNED, SEALED AND DELIVERED**  
by the withinnamed "**Promoter**"  
**Nexzone Fiscal Services Private Limited**  
through its Authorized Signatory

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in the presence of ....

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2. \_\_\_\_\_

**SIGNED AND DELIVERED**  
by the withinnamed "**Allottee/s**"

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in the presence of ....

1. \_\_\_\_\_

2. \_\_\_\_\_

**List of Annexures**

- Annexure “1”** - Receipt
- Annexure “2”** - Layout Plan
- Annexure “3”** - Copy of LOI issued by SRA
- Annexure “4”** - Copy of IOA issued by SRA for Sale Building.
- Annexure “5”** Copy of Commencement Certificate
- Annexure “6”** - Property Register Card
- Annexure “7”** - Title Certificate dated \_\_\_\_\_ issued by Advocate Prasanna Tare
- Annexure “8”** - Larger Land and said Real Estate Project Details
- Annexure “9”** - Sanctioned Floor Plan
- Annexure “10”** - Premises and Transaction Details
- Annexure “11”** - RERA Certificate
- Annexure “12”** - Particulars of the brand and pricing of Internal Amenities of the Premises

**ANNEXURE "10"****(Premises and Transaction Details)****1. Building Address:**

The Building known as '**Marathon Neovalley Narmada Wing B**' situate at Marathon Neovalley Narmada, Thembipada road, Gadhav Naka, Near Shivsena shakha, Bhandup West, Mumbai - 400078.

**2. Said Building/Real Estate Project : 'Marathon Neovalley Narmada Wing B'****3. Details of the Flat/Premises:**

- a) Type of Residential Flat/Premises : \_\_\_\_\_
- b) Residential Flat/Premises No. : \_\_\_\_\_
- c) Floor : \_\_\_\_\_
- d) Wing : \_\_\_\_\_
- e) Carpet Area as per RERA : \_\_\_\_\_
- f) Other Areas exclusive to the said Premises if any:
- (i) \_\_\_\_\_ :

**4. Consideration Details:**

- a) Sale Consideration for Premises : Rs. \_\_\_\_\_ /-  
(Rupees \_\_\_\_\_ Only)

- b) Advance Payment made towards Consideration by the Allottee/s before execution of this Agreement of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only).

**c) Payment Schedule:**

<b>Sr.No.</b>	<b>Payment Schedule</b>	<b>% (Percentage)</b>
i.	Token money	3.0
ii.	Booking amount	6.0
iii.	On/After Agreement Execution	11.0
iv.	On completion of Ground Floor (Plinth)	10.0
v.	On completion of 1 <sup>st</sup> Floor slab	4.5
vi.	On completion of 3 <sup>rd</sup> Floor slab	4.5
vii.	On completion of 6 <sup>th</sup> Floor slab	4.5
viii.	On completion of 9 <sup>th</sup> Floor slab	4.5
ix.	On completion of 12 <sup>th</sup> Floor slab	4.5
x.	On completion of 15 <sup>th</sup> Floor slab	4.5
xi.	On completion of 18 <sup>th</sup> Floor slab	4.5
xii.	On completion of 21 <sup>st</sup> Floor slab	4.5
xiii.	On completion of last Floor Slab	4.5
xiv.	On completion of walls, internal plastering of the said	3.5

	Premises	
xv.	On completion of flooring and doors of the said Premises	3.0
xvi.	On completion of staircase, lift wells	3.5
xvii.	On completion of windows of the said Premises	2.5
xviii.	On completion of external plumbing of said Premises, terrace waterproofing	2.5
xix.	On completion of lifts, water pumps	2.5
xx.	On completion of electrical fitting of said Premises, mechanical and environment requirements	2.5
xxi.	On completion of entrance lobby, plinth protection, paving of areas.	5.0
xxii.	On Possession of the said Premises being offered to the Allottee/s and/or before handover of the said Premises for fit outs	5.0
	<b>Total</b>	<b>100</b>

- d) For buildings where construction has commenced and/or completed, all construction related dues need to be completed as demanded.
- e) Notwithstanding to whatever mentioned in this Agreement, the Allottee/s agrees and undertakes to make the payment of the entire balance Sale Consideration amount/all the balance payment slabs mentioned in the Payment Schedule on receiving Part Occupation Certificate/Occupation Certificate in respect of the said Premises without any objection or demur.

**5. Brokerage Charges:**

Brokerage Charges paid/payable by the Promoter in respect of the said Premises of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

**6. Details of Bank Account for the Real Estate Project:**

- a) Bank Account Number : 57500001054196
- b) Bank Name : HDFC Bank Ltd.
- c) Bank Address : 5/6/7, Jalaram Ashish CHSL,  
Devidayal Road, Mulund (W), Mumbai- 400 080
- d) Branch : Mulund West
- e) IFSC Code : HDFC0000652
- f) Account Name : Nexzone Fiscal Services Pvt. Ltd  
Marathon Neovalley Narmada B Collection  
Account

**7. Details of Taxes to be paid by the Allottee/s for his Premises:**

Government Taxes as applicable on actuals as on date of Agreement	
a)	Tax Deducted at Source
b)	CGST and SGST
c)	Stamp Duty

d)	Registration
e)	Property Tax
f)	Any Applicable Tax/Cess/Duty as may be applicable from time to time.

8. **Maintenance Charges:**

a) **Maintenance Charges for Premises:**

Quarterly Maintenance Charges/Outgoings of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) per quarter in advance on or before 5<sup>th</sup> day of beginning of every quarter towards the maintenance charges/outgoings.

b) **Maintenance Charges for Car Parking:**

Quarterly Car Parking Maintenance Charges of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) per quarter in advance on or before 5<sup>th</sup> day of beginning of every quarter towards the car parking maintenance charges. [Maintenance Charges towards Car Parking Slot/s are Rs. 400/- (Rupees Four Hundred Only) per month per car parking slot].

Maintenance Charges mentioned in sub-clause 8(a) and 8(b) above are provisional in nature and shall be paid on actuals.

9. **Other Charges:**

<b>Miscellaneous Charges (payable before possession)</b>		<b>Per Sq.ft.</b>	<b>Amount (in Rs.)</b>
i)	Advance Maintenance (6-months) (Per Sq.ft. on Carpet)		
ii)	Share of Expenses for the Formation and Registration of Society and Legal Charges etc.		
iii)	Fitness Center Membership Charges		
iv)	MSEB/ MJP (Electric Meter, Legal and Other Charges)		
v)	Corpus Fund for Society (18-months)		
<b>GRAND TOTAL</b>			