

AGREEMENT

KOLTE-PATIL INTEGRATED TOWNSHIPS LIMITED

PROJECT: LIFE REPUBLIC, MARUNJI, HINJEWADI, PUNE (PHASE-I)

SECTOR: R5 APARTMENT I.E. FLAT NO. B-507 ON FIFTH FLOOR.

1. MR. SOHEL SIKANDAR BHALDAR

2. MR. SIKANDAR BABALAL BHALDAR

Mobile No. 9765419086, 7021542667

E-Mail: sohelbhaladar98@gmail.com

AGREEMENT

This Agreement (“Agreement”) is made and executed at Pune

on this _____ day of _____ 2025.

KOLTE-PATIL INTEGRATED TOWNSHIPS LIMITED (PAN- AABCI5807K)

(Formerly known as KOLTE PATIL I-VEN TOWNSHIPS (PUNE) LIMITED)

(CIN No.U70102PN2005PLC140660),

A Company incorporated under the provisions of Companies Act, 1956 Having its registered Office at- Survey No. 74, Marunji Hinjewadi-Marunji-Kasarsai Road, Taluka Mulshi, and District Pune 411057. Represented by its Authorized Signatory-

Mr. Nelson Misquith (AadharNo.931416714862)

Authorized vide Board Resolution dated 19th October 2011.

... ..Hereinafter referred to as the “**PROMOTER**”

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-title and assigns) of the **FIRST PART**

A N D

1) MR. SOHEL SIKANDAR BHALDAR

(PAN CBTPB5119D)

AADHAR NO: 4757 6470 4592

AGE: 28 YEARS

OCCUPATION: SOFTWARE ENGINEER

2) MR. SIKANDAR BABALAL BHALDAR

(PAN AJJPB4793R)

AADHAR NO: 8092 1304 8455

AGE: 57 YEARS

OCCUPATION: DEPUTY SUPERINTENDENT OF POLICE

ADDRESS: A103, GRANDURA SOCIETY, BANER ROAD, NEAR BATA SHOWROOM, BANER, PUNE - 411045. MAHARASHTRA.

... .. Hereinafter referred to as the “**ALLOTTEE/S**”

(which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators successors-in-interest and permitted assignees) of the **SECOND PART**

The Promoter and the Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. The Promoter has vide various Development Agreements read with the Powers of Attorney executed by the present Owners, received development rights in respect of parcels of land admeasuring approximately 1657477 sq.mtrs or thereabouts situate, lying and being at Villages Jambe, Nere and Marunji, Taluka Mulshi, District Pune and more particularly described in the **First Schedule** hereunder written and hereinafter referred to as “**the Larger Land**”;
- B. The aforesaid Development Agreements were earlier executed in the name of ‘I-Ven Townships (Pune) Pvt. Ltd’. However, as per fresh Certificate of Incorporation dated December 28, 2005 consequent upon change of name issued by the Registrar of Companies, Karnataka, name of the Promoter – I-Ven Townships (Pune) Pvt. Ltd. was changed to ‘Kolte Patil I-Ven Townships (Pune) Pvt. Ltd’. Subsequently, the name of Kolte-Patil I-Ven Townships (Pune) Private Limited was changed to ‘Kolte-Patil I-Ven Townships (Pune) Limited’, as per Fresh Certificate of Incorporation dated December 13, 2011 issued by Registrar of Companies, Maharashtra, Pune. Subsequently, the name of Kolte-Patil I-Ven Townships (Pune) Limited was changed to Kolte-Patil Integrated Townships Limited, as per Fresh Certificate of Incorporation dated July 19, 2021 issued by Registrar of Companies, Maharashtra, Pune;
- C. By virtue of the aforesaid, the Promoter is entitled to develop the Larger Land described in the First Schedule hereunder written;
- D. The Promoter is desirous of constructing a Township Project on the Larger Land and for that purpose may acquire further tracts of land that are adjoining to the Larger Land with the intent of ultimately including such new lands to the layout of the Larger Land, subject to the necessary approvals being granted by the sanctioning authorities;
- E. By Notification No.TPS/1804/Pune R.P.DCR/UD-13 dated November 16, 2005, issued by the Urban Development Department, the Government of Maharashtra, has sanctioned Regulations for Development of Special Township in area under Pune Regional Plan thereby modifying the Regional plan and amending the Urban Development Department Notification No.1895/227/CR-26/95/UD-13 dated November 25, 1997 and all its modifications and directed to utilize full building potential for user as may be permissible by law including commercial and residential user;
- F. By and under a Letter of Intent–I dated June 7, 2008 bearing reference No. PMH/KAVI/1286/2008 read with subsequent Letter of Intent-II dated 03/09/2014 bearing reference No. PMH/KAVI/758/2014, Letter of Intent-III dated April 12, 2018 bearing reference No. PMH/KAVI/677/2018, Letter of Intent-IV dated January 27, 2022, Letter of Intent – V dated May 4, 2023 bearing reference No. PMH/KAVI/303/2023 and Letter of Intent – VI dated October 17, 2022 bearing reference No. PMH/KAVI/1726/2022 bearing reference No. PMH/KAVI/531/2021 issued by the Revenue Branch of the Collectorate, Pune, the Larger land is notified as Township Project on the terms mentioned therein;
- G. As per Notification No.TPS/1806/53/Case No. 19/06/Navi-13 dated April 28, 2008 issued by Urban Development Department, Government of Maharashtra, in exercise of the powers

- conferred under Section 18(3) of The Maharashtra Regional Town Planning Act, 1966, the Government has granted permission and declared the project as a Special Township Project. Hence, as per the Regulation No.2 A of the Regulations under The Township Policy the Larger Land is deemed to have been automatically converted to non-agriculture use;
- H. By a Notification dated December 26, 2016, the term “Special Township Project” was replaced by the term “Integrated Township Project” with effect from April 22, 2015. The term Special Township Project shall hereinafter be referred to as “Integrated Township Project” (“**ITP**”);
 - I. The Government of Maharashtra has amended the Township Policy from STP to ITP and all further sanctions shall be issued in accordance with the prevailing rules and regulations of the ITP;
 - J. In pursuance of the Notification dated November 20, 2018, bearing No. TPS-1818/1349/CR-229/18/20(4)/UD-13 and Notification dated March 8, 2019, bearing No. TPS-1816/CR-368/16/Part-I/DP-ITP/UD-13 issued by Urban Development Department, an application has been made by the Promoter for migrating into ITP policy and the said application has been granted by PMRDA vide its Order bearing No. BMU/Mouje Jambhe, Marunji, Nere/S.No. 74 and Others/Case No.568/23-24 dated November 22, 2023;
 - K. The Promoter has named the ITP as “**Life Republic**”;
 - L. The Promoter intends to develop the ITP in the form of various Sectors;
 - M. The rules, regulations and policies applicable to ITP envisage that out of the Larger Land that is sanctioned for ITP, a certain fixed portion of the lands shall be reserved as open areas and the remaining portions shall be deemed to be developable areas under the ITP;
 - N. Accordingly, Master Plan Sanction in respect of the Larger Land has been sanctioned vide Order bearing No.PMH/NA/SR/371/08 dated September 16, 2010 and thereafter the said PLU has been revised eight times due to addition of area/land. The eight revised sanction orders are Order bearing No. PMH/NA/SR/417/10 dated March 5, 2011, Order bearing No. PMH/TS/SR/27/2012 dated July 18, 2012, Order bearing No. PMH/TS/SR/24/2015 dated November 17, 2015, Order bearing No. BMU/MoujeJambhe, Marunji, Nere/Sr.No. 74/2 and Others/CaseNo.219/16-17 dated April 26, 2017, Order bearing No. BMU/Mouje Jambhe-Marunji, Nere/S.No. 74 and Others/Case No.663/18-19 dated January 23, 2019, Order bearing No. BMU/Mouje Jambhe, Marunji, Nere/S.No. 74 and Others/Case No.112/19-20 dated February 24, 2020, Order bearing No. BMU/Mouje Jambhe, Marunji, Nere/S.No. 74 and Others/Case No.327/22-23 dated October 19, 2022 and BMU/Mouje Jambhe, Marunji, Nere/S.No. 74 and Others/Case No.568/23-24 dated November 22, 2023 by the Town Planning Authority/PMRDA (“**Proposed Land Use Map**” / “**PLU**”);
 - O. The Promoter is required to annex all Revenue Records, Government Orders, title deeds, documents and papers of entire Township property to each Agreement which is to be executed in favour of allottees. Due to the said enclosures/Annexures, the Agreement is becoming voluminous and bulky and is also causing inconvenience at the time of Registration/Scanning of the document. Thereafter, as suggested by the Registering Authority, the Promoter has executed two separate Declarations on February 22, 2012 and

- April 21, 2012, and has annexed all Revenue Records, Title Deeds, documents, plans Government Orders etc. to the said Declarations, which are registered at the Office of Sub-Registrar, Mulshi at Sr. Nos. 872/2012 and 2159/2012 on February 27, 2012 and April 21, 2012 respectively and which are part and parcel of these presents. At the request of the Allottee the Promoter shall handover a copy of the aforesaid Declarations alongwith the annexures thereto to the Allottee/s herein. Therefore, the said documents, orders and papers referred in these presents have not been annexed herewith. The Allottee/s has given his/her/their consent for not annexing those deeds and documents, as the purpose is sufficed;
- P. The Promoter has obtained Environmental Clearance dated September 6, 2007 bearing Reference No. 21-111/2007-IA.III issued by the MOEF Government of India/Maharashtra in respect of the Larger Land read alongwith subsequent revisions bearing Reference No. SEIAA-EC-0000001462 dated April 23, 2019, Reference No. SEIAA-EC-0000002328 dated January 24, 2020, Reference No. F.No. 21-75/2020-IA-III dated January 13, 2021, Reference No. SIA/MH/MIS/71039/2021 dated June 18, 2022 and Reference No. SIA/MH/INFRA2/427614/2023 dated November 10, 2023;
- Q. The Promoter hereby represents and informs that the Promoter shall be applying from time to time for all such revisions in the Environmental Clearance as may be required under the ITP policy in order to accommodate the existing as well as additional FSI;
- R. Under the terms of the policies applicable to ITP, the Promoter is at liberty to change the land user of the Sectors as well as change the location of the Sectors identified under the Proposed Land Use Map whilst ensuring that the allocation of the users is in consonance with the rules, regulations and policies related to ITP;
- S. Further under the provisions of the prevailing policies to be read with future policies that may be formulated from time to time, the Promoter is required to and shall handover to the concerned Government bodies and authorities certain amenities, utilities, roads and infrastructure as and when required;
- T. On account of the vast and enormous layout of the said Larger Land, the Proposed Land Use Map has been divided into various Sectors;
- U. The Promoter intends to develop one such sector i.e. **LIFE REPUBLIC SECTOR R5/5TH AVENUE** which comprises of lands bearing Survey Nos. New 86 Part [Old Survey Nos. 118/1 Part ,120/3 Part , 121 Part], 118/1 Part , 120/1 Part, 120/2 Part , 121 part admeasuring in aggregate 25276.77 Sq.Mtrs. or thereabouts and more particularly described in the **Second Schedule** hereunder written (“**Sector R5/5th Avenue Land**”);
- V. At present, the Promoter intends to undertake construction of 2 (two) Buildings identified as Buildings A and B and 33 Shops, certain Common Areas and Amenities as mentioned in Part A of **Annexure G** and Utilities and Services as mentioned in **Annexure H** in Phase-I on a portion of Sector R5/5th Avenue Land, and 2 (two) Buildings identified as Buildings C and D and 7 Shops, remaining Common Areas and Amenities as mentioned in Part B of **Annexure G** in Subsequent Multiple Phases on Remaining Portion of Sector R5/5th Avenue Land as provided in this Agreement;

- W. The construction of 2 (two) Buildings identified as Buildings A, B and 33 (thirty three) shops, certain Common Areas and Amenities as mentioned in Part A of **Annexure G** and Utilities and Services as mentioned in **Annexure H** in Phase-I and 2 (two) Buildings identified as Buildings C and D, 7 (seven) shops, remaining Common Areas and Amenities as mentioned in Part B of **Annexure G** in Subsequent Multiple Phases, shall be collectively referred to as **“Larger Project”**;
- X. The Larger Project shall be developed in the manner stated hereunder :
- a) **“Life Republic Sector R5/5thAvenue –Canvas/Phase-I”** shall consists of:
 - i. 2 (two) residential buildings i.e. A and B comprising of total 454 residential apartments;
 - ii. 33 (thirty three) Shops out of which 3 (three) shops located under the Building A and remaining shops are located on the layout of the Project Land;
 - iii. 974 Car Parkings;
 - iv. 911 Two-Wheeler Parkings;
 - v. Certain Common Areas and Amenities as mentioned in Part A of **Annexure G**;
 - vi. Utilities and Services as mentioned in **Annexure H**.
 - b) **Subsequent Multiple Phases** shall consists of:
 - i. 2 (two) residential buildings i.e. C and D comprising of total 454 residential apartments;
 - ii. 7 (seven) Shops located on the layout of Sector R5/5th Avenue;
 - iii. 962 Car Parkings;
 - iv. 807 Two Wheeler Parkings;
 - v. Remaining Common Areas and Amenities as mentioned in Part B of **Annexure G**;
- Y. Subsequent Multiple Phases will be developed at a later date and will be registered with RERA as separate project/s at the discretion of the Promoter. Further with regards to the development of Subsequent Multiple Phases, the Promoter shall be at liberty to decide, at its sole discretion, the timelines related to commencement, construction and completion of such projects/buildings, the layout of the building/s, the height of building/s (whether to proceed with the present height or increase or decrease the same), size, dimensions and orientations of the apartments, FSI utilization relating to Sector R5/5th Avenue Land, in part or full. The allottees of the Project including the Allottee herein have, through this Agreement, been explained and put to notice of the aforesaid rights of the Promoter;
- Z. The Promoter will be at liberty and entitled to revise the plans relating to the Subsequent Multiple Phases from time to time in such manner as the Promoter may deem fit and proper;
- AA. Further the Promoter shall be entitled to develop the Subsequent Multiple Phases either by itself or through any other person or party;
- BB. For the purpose of this Agreement, Life Republic Sector R5/5th Avenue –Canvas/Phase-I shall be undertaken and developed on a portion of Sector R5/5th Avenue Land which portion admeasures 8756.31 Sq.mtrs or thereabouts and delineated in green colour boundary lines on the Proposed Land Use Map annexed hereto and marked as **“Annexure A”** and more

- particularly described in Third Schedule hereunder written (hereinafter referred to as **“Project Land”**);
- CC. The Promoter shall have access to the Sector R5/5th Avenue Land together with all the internal roads and public access roads till such time the Larger Project as envisaged under this Agreement (including any amendments thereto from time to time) is completed entirely in all aspects;
- DD. The Promoter has obtained a Commencement Certificate dated 07/06/2024 bearing reference No. BMU/Mouje Jambe/S.No.86(P) and Others Sector R5/Case No. 2669/2023-24/1802, issued by Pune Metropolitan Regional Development Authority in respect of the Project, copy whereof is annexed hereto and marked as **“Annexure B”**;
- EE. While sanctioning the plans the concerned Local Authority and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land and the buildings/apartments and upon due observance and performance of which only the completion or occupation certificates in respect of the buildings/apartments shall be granted by the concerned Local Authority;
- FF. The Promoter has in the recitals of this Agreement read with the operative part of this Agreement made complete disclosures relating to the Larger Land, the layout of the Sector R5/5th Avenue Land, changes intended to be made in the layout relating to the Sector R5/5th Avenue Land, Project, the Common Areas and Amenities for Larger Project, the Common Areas and Amenities of the Larger Land, the Internal Apartment Specifications to be provided, the nature of the Organization to be formed of the allottees and the manner in which the title of the Promoter in respect of the Project Land and the building/s and apartments to be constructed thereon shall be passed on to the Organization to be formed of the allottees;
- GG. The Allottee has fully understood the disclosures made by the Promoter in this Agreement and has understood the present and proposed constructions that will be carried out on the Sector R5/5th Avenue Land in phases from time to time and has given his/her/their express approval for such development and construction work;
- HH. The Promoter has entered into a Standard Agreement with an Architect registered with the Council of Architects and the agreement is in the manner prescribed by the Council of Architects;
- II. The Promoter has appointed a Structural Engineer for preparation of structural design and drawings of the buildings/shops and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of all the buildings/shops in the Project;
- JJ. The Promoter has granted inspection to the Allottee of all the documents of title in respect of the Project Land and the plans, designs and specifications prepared by the Promoter’s Architect, M/s Kolhatkar and Gowaikar in consultation with the Promoter and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016

- (hereinafter referred to as “the said Act”) and the rules made thereunder (hereinafter referred to as “the said Rules”);
- KK. The documents, plans, sanctions and approvals, inspection whereof have been provided to the Allottee prior to the execution of this Agreement, are listed in ‘**Annexure C**’ annexed hereto;
- LL. Messrs. UDK & Associates, Advocates have issued its Search and Title Report dated 20/06/2024 in the format as prescribed by MAHARERA by a Circular bearing No. 28/2021 dated 08/03/2021, in respect of the Sector R5/5th Avenue Land, a copy whereof is annexed hereto and marked as “**Annexure D**”;
- MM. The copies of the 7/12 extracts showing the nature of the title of the respective Land Owners and the Promoter in the Sector R5/5th Avenue Land have been annexed hereto and marked “**Annexure E**”;
- NN. Common Areas and Amenities for Sector R5/5th Avenue:
- A. **Common Areas and Amenities for residential apartments/flats in Larger Project**
- i. The Promoter shall undertake and complete the construction of certain Common Areas and Amenities for Larger Project in phases within the estimated timelines specified in the Part A and Part B of “**Annexure G**”. The said Common Areas and Amenities shall be available for the use and enjoyment of all the allottees of the residential apartments / flats forming a part of Larger Project.
- ii. The Promoter represents that, certain amenities are situated on the podium, while other amenities are located in the open space.
- B. **Common Areas for commercial premises in Larger Project**
- The allottees of the commercial premises i.e. shops/offices forming part of the Larger Project shall have limited access to certain Common Areas as listed out in “**Annexure G1**” annexed hereto.
- OO. **Utilities and Services for Sector R5/5th Avenue Land:**
- A. **Utilities and Services for residential apartments / flats in Larger Project:**
- The Promoter shall provide separate Utilities and Services as enumerated in “**Annexure H**” for the use of all the allottees of residential apartments / flats forming part of the Larger Project. All the Utilities and Services for the use of all the allottees of residential apartments / flats forming part of the Larger Project (comprising of Project and the Subsequent Multiple Phases) shall be constructed during the construction of the Project itself at various location on Sector R5/5th Avenue Land. However, the said Utilities and Services shall be for the use of all the allottees of residential apartments / flats forming part of the Larger Project i.e., the said Project and the Subsequent Multiple Phases.
- B. **Utilities and Services for commercial premises in Larger Project:**
- The Promoter shall provide separate Utilities and Services as enumerated in “**Annexure H**” for use of all the allottees of commercial premises i.e. shops/offices forming part of the Larger Project.

- PP. The Allottee states, declares and confirms that the Allottee/s shall not obstruct the use of the common areas and amenities by the allottees of Subsequent Multiple Phases, regardless of any disputes that may arise between the Allottee/s/Organization and the Promoter;
- QQ. The Promoter has registered the Project under the name **‘Life Republic Sector R5/5thAvenue –Canvas/Phase-I’** under the provisions of the said Act with the Real Estate Regulatory Authority on **16/07/2024** under No. **P52100077008**, a copy whereof is annexed hereto and marked as **Annexure “L”**;
- RR. This Agreement relates to the sale of apartment in the Building **‘B’** of the Project;
- SS. The Promoter shall, subject to Force Majeure Event, complete the construction of Project by **30th September, 2029** in the following manner:
- i. Buildings A and B alongwith Certain Common Areas and Amnenities as mentioned in Part A of **Annexure G** and Utilities and Services as mentioned in **Annexure H** by September, 2029;
 - ii. 33 (thirty three) shops alongwith limited Common Areas and Utilities and Services as mentioned in **Annexure G1 & H** by November, 2027;
- TT. The Allottee has satisfied himself/herself/themselves with regards to the title of the respective Land Owners and the Promoter in the Sector R5/5th Avenue Land and the rights of the Promoter to develop the same and has clearly understood the Sector wise construction of the Larger Land by the Promoter including the phases in which the construction of Larger Project shall be carried out by the Promoter over a period of time;
- UU. The Allottee has applied to the Promoter for allotment of an Apartment i.e FLAT admeasuring approximately **114.18** sq.mtrs. carpet area in Building **B** being constructed in Project;
- VV. As per requirement of the Allottee, the Allottee is offered an Apartment i.e FLAT bearing No. **507** admeasuring **114.18** sq.mtrs. Carpet Area, on the **FIFTH** floor, more particularly described in the Fourth Schedule hereunder written (hereinafter referred to as the said “Apartment”) being constructed in Project by the Promoter;
- WW. The carpet area of the said Apartment i.e. FLAT is **114.18** sq. mtrs. and “carpet area” shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment;
- XX. Being fully satisfied with the representations made by the Promoter and having clearly understood the same and on the basis of the confirmations and undertakings given by the Allottee to observe, perform and comply with all terms, conditions and provisions of this Agreement and the express confirmation by the Allottee that it/he/she/her/they has/have understood the disclosures made by the Promoter under the terms of this Agreement, the Promoter has agreed to allot and sell the said Apartment to the Allottee for the consideration set out in the Fifth Schedule hereunder written and on the terms and conditions hereinafter appearing;

- YY. Prior to the execution of these presents the Allottee has paid to the Promoter the booking amount as mentioned in the Fifth Schedule hereunder written being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee (the payment and receipt whereof the Promoter hereby admits and acknowledges) and the Allottee has agreed to pay the balance consideration in the manner set out in the Fifth Schedule;
- ZZ. Under Section 13 of the said Act the Promoter is required to execute a written Agreement for Sale in respect of the said Apartment to the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908;
- AAA. The Parties have gone through all the terms and conditions set out in this Agreement and have understood their respective rights and obligations detailed herein;
- BBB. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- CCC. 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 in all the Applicable Laws, are now willing to enter into this Agreement on the terms and conditions hereinafter appearing.

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

1. DEFINITIONS

- 1.1 “**Act**” shall mean The Real Estate (Regulation and Development) Act, 2016 and the rules framed in respect thereof together with all such amendments, modifications and/or re-enactments related thereto.
- 1.2 “**Agreement**” shall mean this Agreement for Sale, including all recitals and schedules herein and all annexures annexed hereto and shall also include any written modification hereof executed by and between the Promoter and the Allottee.
- 1.3 “**Allottee’s Interest**” shall mean the interest payable by the Allottee to the Promoter at 2 (two) percent above the State Bank of India Marginal Cost of Lending Rate, prevailing on the date on which the amount payable by the Allottee to the Promoter becomes due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then the benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public shall be the rate of interest.
- 1.4 “**Apartment**” shall mean: the FLAT having residential user located in the Building **B** of Larger Project bearing no. **507** shown with red colour boundary line on the typical floor plan thereof annexed hereto and marked as “**Annexure F**” to be allotted in favour of Allottee under the terms of this Agreement.
- 1.5 “**Applicable Law**” shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, guidelines, policies, notices, directions, judgments, decrees, conditions of any regulatory approval or license issued by a Government, Government Authorities, Statutory

Bodies, Competent Authorities and judgments and other requirements of any Statutory and relevant Body/Authority.

- 1.6 **“Approvals”** shall mean and include but shall not be limited to all the sanctions and/or approvals as well as all other sanctions, permissions, licenses, letters, no objection certificates, exemptions, letters of intent, annexures, intimations of disapproval, commencement certificates, occupation certificates, notifications, sanction of layout plans, sanction of building plans and such other documents/writings by whatever name called that envisage the grant of approvals enabling/facilitating construction/development together with renewals, extensions, revisions, amendments and modifications thereof from time to time that have been obtained/shall be obtained from sanctioning Bodies/Authorities in respect of the residential buildings and shops/offices/apartments being constructed/to be constructed on the Project Land or any part or portion of the Project Land.
- 1.7 **“Apex Body of the Larger Land”** shall mean an independent Body that may be formed by the Promoter, at its sole discretion, consisting of all the Organizations formed of the various Sectors developed on the Larger Land (including the Organisation/s of Sector R5/5th Avenue).
- 1.8 **“Building”** shall mean Building **B** comprising of Lower Ground Floor + Upper Ground Floor + 3 (three) Podiums + 31 Upper Floors being one of the buildings forming part of the Project to be constructed by the Promoter on the Project Land.
- 1.9 **“Carpet Area”** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.
- 1.10 **“Common Areas and Amenities for the Larger Project”** shall mean the areas, amenities, facilities and infrastructure intended for the common use of the allottees of the residential apartments/flats in all the residential buildings forming a part of the Larger Project to be constructed on Sector R5/5th Avenue Land and as listed out in Part A and Part B of **“Annexure G”**. It is further clarified that commercial premises forming a part of Larger Project shall be entitled to use limited common areas as listed out in **Annexure G1** annexed hereto.
- 1.11 **“Common Areas and Amenities for Larger Land”** shall mean the areas, amenities, facilities and infrastructure intended for the common use of allottees of the apartments in the various projects to be constructed on the Larger Land and includes the amenities listed in **“Part A of Annexure I”** annexed hereto alongwith the internal roads, street lights, water and electricity supply, security, sewerage, drainage, public works, fire-fighting systems and works, water tanks, etc. which are outside the boundaries of each of the projects but within the boundaries of the Larger Land on such terms and conditions and policies as may be formulated by the Promoter. The aforesaid amenities may undergo a change from time to time depending upon any change in the layout of the Larger Land and/or any change in the rules and policies applicable to ITP.

- 1.12 **“Force Majeure Event”** shall mean and include the following events/circumstances which jointly and/or severally, directly and/or indirectly, impact/impede the development activities that are intended to be carried out on the said Project Land and/or Larger Land:
- a. war, civil commotion, Act of God;
 - b. any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- 1.13 **“FSI”/“Paid FSI”/“Premium Paid FSI”** shall mean the Floor Space Index and related building potential as defined and enumerated under various statutes, schemes, circulars, notifications etc. provided under the laws applicable in the State of Maharashtra.
- 1.14 **“Internal Apartment Specifications”** shall mean the Specifications, fixtures and fittings listed in the **“Annexure J”** annexed hereto proposed to be provided by the Promoter in the said Apartment.
- 1.15 **“Intimation to take Possession”** shall mean the written intimation that shall be given by the Promoter to the Allottee to take possession of the Apartment within a period of 30 (thirty) days from the date of the intimation.
- 1.16 **“Larger Project”** shall mean construction of 2 (two) Buildings identified as Buildings A, B and 33 (thirty three) shops, certain Common Areas and Amenities as mentioned in Part A of **Annexure G** and Utilities and Services as mentioned in **Annexure H** in Phase-I and 2 (two) Buildings identified as Buildings C and D, 7 (seven) shops, remaining Common Areas and Amenities as mentioned in Part B of **Annexure G** in Subsequent Multiple Phases as provided in this Agreement.
- 1.17 **“Larger Land”** shall mean lands situate, lying and being at Villages Jambe, Marunji and Nere, Taluka Mulshi, District Pune and more particularly described in the First Schedule hereunder written together with such future land additions that may be made to the Larger Land from time to time.
- 1.18 **“Larger Project Land”** shall mean Sector R5/5th Avenue Land.
- 1.19 **“Sector R5/5th Avenue Land”** shall mean lands bearing Survey Nos. New 86 Part [Old Survey Nos. 118/1 Part, 120/3 Part, 121 Part], 118/1 Part, 120/1 Part, 120/2 Part, 121 part admeasuring in aggregate 25276.77 Sq.Mtrs. or thereabouts and is more particularly described in the Second Schedule hereunder written.
- 1.20 **“Life Republic Sector R5/5th Avenue- Canvas/Phase-I” / “Project Land”** shall mean the Sector R5/5th Avenue Land which portion admeasures 8756.31 Sq.mtrs or thereabouts and more particularly described in **Third Schedule** hereunder written and delineated with green colour boundary line on the plan annexed hereto and marked as **“Annexure A”** on which construction of the Project shall be undertaken.
- 1.21 **“Life Republic Sector R5/5th Avenue- Canvas/Phase-I/Project”** shall mean the construction and development of 2 (two) Buildings identified as Buildings A, B and 33 (thirty three) shops on the Project Land alongwith certain Common Areas and Amenities as mentioned in Part A of **Annexure G** and Utilities and Services as mentioned in **Annexure H** on Sector R5/5th Avenue Land .

- 1.22 **“Optional Amenities for Larger Land”** shall mean the amenities provided by the Promoter which the allottees of the apartments in the various projects to be constructed on the Larger Land may avail of on payment of additional charges and shall include the amenities listed in **“Part B of Annexure I”** annexed hereto. The optional/paid amenities may undergo a change from time to time depending upon any change in the layout of the Larger Land and/or any change in the rules and policies applicable to the ITP.
- 1.23 **“Organization of Larger Project”** shall mean one or more (i) Society/societies formed under the provisions of the Maharashtra Co-operative Societies Act, 1960, or (ii) a Company/companies formed under the Companies Act, 2013, or (iii) a Condominium/condominiums constituted under the provisions of Maharashtra Apartment of Ownership Act, 1970, or (iv) any other legal entity, constituted of the allottees of buildings/shops to be constructed on the Sector R5/5th Avenue Land.
- 1.24 **“Party”** shall mean the Promoter and/or the Allottee/s individually.
- 1.25 **“Parties”** shall mean the Promoter and/or the Allottee/s collectively.
- 1.26 **“PMRDA”** means Pune Metropolitan Regional Development Authority.
- 1.27 **“Possession Date”** shall mean the date on which the notice period under the Intimation to take Possession expires or the Allottee takes possession of the Apartment, whichever is earlier.
- 1.28 **“Project Completion”** shall mean the completion of buildings/shops in the Project being developed on the Project Land by **September 30, 2029** in the following manner:
- (i) Buildings A and B alongwith Certain Common Areas and Amnenities as mentioned in Part A of **Annexure G** and and Utilities and Services as mentioned in **Annexure H** by September, 2029;
 - (ii) 33 (thirty three) shops alongwith limited Common Areas and Utilities and Services as mentioned in **Annexure G1 & H** by November, 2027.
- 1.29 **“Promoter`s Interest”** shall mean the interest payable by the Promoter to the Allottee at 2(two) percent above the State Bank of India Marginal Cost of Lending Rate, prevailing on the date on which the amount payable by the Promoter to the Allottee becomes due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then the benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public;
- 1.30 **“Remaining portion of Sector R5/5th Avenue Land”** shall mean the balance portion of Sector R5/5th Avenue Land on which Subsequent Multiple Phases will be constructed by the Promoter;
- 1.31 **“Subsequent Multiple Phases of Larger Project”** shall mean the construction of 2 (two) Buildings identified as C and D, 7 (seven) shops, Remaining Common Areas and Amenities as mentioned in Part B of **Annexure G** on the Remaining Portion of Sector R5/5th Avenue Land;
- 1.32 **“Utilities and Services”** shall mean various utilities and services for the Project comprising of residential buildings and commercial shops/offices to be constructed on the Project Land and shall be used, shared and maintained separately by the allottees of the residential

apartments/flats in the buildings and commercial premises i.e shops/offices forming a part of Larger Project. The Utilities and Services as enumerated in “**Annexure H**” shall be for the use of all the allottees of residential apartments / flats forming part of the Larger Project and the Utilities and Services as enumerated in “**Annexure H**” shall be for use of all the allottees of commercial premises i.e. shops/offices forming part of the Larger Project;

2. INTERPRETATION

Except where the context requires otherwise, this Agreement will be interpreted as follows:

- 2.1. The recitals recited hereinabove, annexures and schedules hereto shall form an integral part of this Agreement as if the same are set out and incorporated herein in verbatim.
- 2.2. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement.
- 2.3. Words importing the singular shall include plural and vice versa.
- 2.4. Reference to recitals, clauses, schedules and annexures are to be the recitals, clauses, schedules and annexure of this Agreement.
- 2.5. All words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neutral gender.
- 2.6. The expressions "hereof, "herein" and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular clause or provision in which the relevant expression appears.
- 2.7. References to "Rupees" and “Rs.” are references to the lawful currency of India.
- 2.8. Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions.
- 2.9. A day, month or year means a day, month or year, as the case may be, reckoned according to the Gregorian Calendar and;
- 2.10. Where the day on or by which anything is to be performed falls on a day, which is not a Business Day, then that thing shall be done on the next Business Day.

3. ALLOTMENT AND CONSIDERATION

- 3.1 The Promoter shall construct the apartments in residential apartment/flats in the buildings and shops in the Project being developed on the Project Land in accordance with the Approvals and plans sanctioned by PMRDA. The Promoter shall obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee and not otherwise. If any alteration or addition is required by any Government Authorities or due to change in the applicable Law then no consent of the Allottee shall be required to be sought / procured.
- 3.2 The Allottee has paid on or before execution of this Agreement the booking amount as set out in the Fifth Schedule hereunder written.
- 3.3 The consideration shall be paid by the Allottee to the Promoter in the manner provided in the Fifth Schedule hereunder written.

- 3.4 The payment of the consideration and the installments related thereto shall be subject to the deduction of tax (“**TDS**”) as provided for under the provisions of the Income Tax Act, 1961. The Allottee hereby agrees and undertakes to make timely payment of the TDS in the manner provided under the Income Tax Act, 1961 and shall within 3(three) days from the date of the payment being made provide the original TDS Certificates to the Promoter. The Allottee hereby agrees and undertakes that the Allottee shall solely be responsible for all consequences related to the non-payment of TDS to the Income Tax Authorities and non-delivery of the TDS Certificate to the Promoter on time and any consequences related to non-payment including levy of penalties, interest, etc. shall be solely to the account of the Allottee and the Allottee shall indemnify and keep indemnified the Promoter in respect thereof. It shall be the sole responsibility of the Allottee to bear and pay the GST amount on or about execution of this present or as becomes applicable from time to time for this transaction.
- 3.5 The consideration payable above excludes taxes (consisting of tax paid by the Promoter or payable by way of GST and Cess or any other similar taxes) and the same, as and when it is levied and/or arises shall be borne and paid by the Allottee alone and the Promoter shall at no point in time be liable, responsible and/or required to bear and/or pay the same or any part thereof. The Allottee shall also fully reimburse the costs and expenses that may be incurred by the Promoter by reason of any legal proceedings that may be instituted by any Government and/or Statutory and/or Revenue Body/Authorities against the Promoter or vice versa on account of such liability that may arise and/or be levied upon the Promoter. Further, in the event additional taxes are levied in any manner or form by any Government Authority by virtue of change in law or otherwise then the Allottee shall solely be liable to make payment of such additional taxes.
- 3.6 The consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the Competent Authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 3.7 The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the residential apartments/shops is complete and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area subject to variation cap of three percent. The total price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area within defined limit, then the Promoter shall refund to the Allottee the excess money paid by the Allottee, within a period of 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. Likewise, if there is any increase in the Carpet Area allotted to Allottee, the Promoter shall demand and the Allottee hereby agrees to pay such additional amount to the Promoter which shall be payable from the next milestone of the payment plan provided in the Fifth Schedule. All these monetary adjustments shall be made at the same rate per square meter as derived from the Fifth Schedule of this Agreement.

- 3.8 If the Allottee requests (in writing) to the Promoter, the Promoter may, at the Promoter's discretion, permit the Allottee to make payment of any, or all, installment/s of the purchase price, prior to the same becoming payable, and at any interval/s or time/s. The Allottees state and confirm that the aforesaid will be done at his/her/their specific request and the Promoter will not be liable for any adverse implications under RERA in this regards. If the Allottee makes such a request to the Promoter, and the same is accepted by the Promoter, then the Allottee shall have no right or option to reverse, or withdraw his/her/their/its request and he/she/they/it shall be bound and liable to make the preponed payment/s of the installment/s of the purchase price / consideration, as permitted by the Promoter.
- 3.9 The Allottee hereby authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head/s of dues against lawful outstanding, if any, in his/her/their name as the Promoter may, in its sole discretion, deem fit and the Allottee hereby agrees and undertakes not to object to the same or demand from or direct the Promoter in any manner contrary thereto.
- 3.10 Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Apartment and shall be construed as a breach on the part of the Allottee, in which event the Promoter shall be entitled to terminate this Agreement in the manner stated in this Agreement and the consequences of termination as recorded in this Agreement shall follow. An intimation forwarded by the Promoter to the Allottee alongwith the architect certificate that a particular stage of construction is completed shall be sufficient proof that the particular stage/milestone is completed. The architect certificate submitted by the Promoter alongwith the demand letter certifying the completion of the concerned milestone shall be final, binding and conclusive and the Allottee agrees that the Allottee shall not raise any dispute in regards to the authenticity and validity of the architect certificate and shall not seek any further documents from the Promoter regards to the completion of the necessary milestones.
- 3.11 The Allottee may obtain finance from any financial institution/bank or any other source for purchase of the Apartment at his/her/their cost and responsibility. The Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will always remain bound to make payment of the Consideration and other amounts payable under the terms of this Agreement. The Promoter shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the Apartment on any ground or revokes the loan already granted. Further, if any bank/financial institution refuses/makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Allottee shall not make such refusal/delay an excuse for non-payment of any instalments/dues to

Promoter within stipulated time as per the payment plan provided in the Fifth Schedule. The right of the Promoter to receive the Consideration shall be superior to the right of the Bank that shall provide the aforesaid financial assistance/loan to the Allottee. By granting the loan, it shall be deemed that the Bank has understood and acknowledged the superior right of the Promoter. The Allottee/s agree/s and undertake/s to make timely payments of the instalments and other dues payable by him/her/them and meet with the other obligations under this Agreement.

- 3.12 In the event the Promoter completes construction of any milestones and/or of the said residential apartments and shops in the Project before time, then the Allottee hereby agrees and undertakes to pay the Consideration amount payable for early completed stage as per the payment linked to the stage immediately on demand. Further, the Promoter shall not provide early payment discount in case the construction has been completed before the agreed timeline.

4. PARKING SPACES

- 4.1 Parking Spaces for residential apartments in the buildings in Project and Subsequent Multiple Phases:

(a) **Project:**

- (i) There are 908 Covered Car Parking Spaces for the allottees of residential apartments in the buildings in the Project.
- (ii) There are 681 Covered Two Wheeler Parking Spaces for the allottees of residential apartments in the buildings in the Project.

(b) **Subsequent Multiple Phases:**

- (i) There are 908 Covered Car Parking Spaces for the allottees of residential apartments in the buildings in Subsequent Multiple Phases.
- (ii) There are 683 Covered Two Wheeler Parking Spaces for the allottees of residential apartments in the buildings in Subsequent Multiple Phases.

- 4.2 Parking Spaces for commercial premises in Project and Subsequent Multiple Phases:

(a) **Project:**

- (i) There are 48 Covered Car Parking Spaces for the allottees of commercial premises in the Project.
- (ii) There are 290 Covered Two Wheeler Parking Spaces for the allottees of commercial premises in the Project.
- (iii) There are 18 Open Two Wheeler Parking Spaces for the allottees of commercial premises in Project.

(b) **Subsequent Multiple Phases:**

- (i) There are 14 Covered Car Parking Spaces for the allottees of commercial premises in Subsequent Multiple Phases.
- (ii) There are 9 Open Car Parking Spaces for the allottees of commercial premises in Subsequent Multiple Phases.
- (iii) There are 60 Covered Two Wheeler Parking Spaces for the allottees of commercial premises in Subsequent Multiple Phases.

- (iv) There are 4 Open Two Wheeler Parking Spaces for the allottees of commercial premises in Subsequent Multiple Phases.
- 4.3 The Allottee herein shall have the exclusive right to use **One stack** Covered Car Parking Space bearing no. **C-419, C-420** located at Upper ground floor, admeasuring 134.55 Sq.ft. i.e. 12.50 sq. mtr, having 16'5" ft.i.e 5.00 mtr. Length x 8'3" ft. i.e. 2.50 mtr. Breadth x 12'10" ft. i.e. 3.90 mtr. Vertical;
- 4.4 The Allottee shall have the exclusive right to use Covered car parking space as allotted by the Promoter, for the limited and restricted purpose of parking his/her/their light motor vehicles only and not for parking lorry, tempo, public transport vehicle, tourist vehicles or for storage or any other use under any circumstances, inclusive of housing pets, cattle, animals etc.and for no other purpose whatsoever. Further the Allottee accepts and confirms that there will be no choice given to the Allottee with respect to the Covered Parking Space and the same shall be at sole discretion of the Promoter.
- 4.5 The Allottee is aware that the parking space is not being sold by the Promoter and the same forms part of the Common Areas and Amenities. The Promoter has however identified a parking space for the Allottee which the Allottee will be entitled to use, subject to the approval/confirmation/affirmation of the Organization/s of Larger Project.
- 4.6 The Allottee is aware that the allotment of the parking space will be governed by the rules and regulations of the Organization/s of Larger Project in accordance with Maharashtra Co-operative Societies Act, 1960 and rules and regulations thereto.
- 4.7 The Allottee hereby unconditionally agrees not to raise any claim or dispute with respect to the Car/Two Wheeler Parking Space with the Promoter any time hereafter. The Allottee further agrees to indemnify and keep indemnified the Promoter forever with respect to any loss, harm, prejudice caused to the Promoter in the event any action/claim/dispute is made by the Allottee or his/her/their heirs, executors, administrators or assigns against the Promoter with regards thereto.

5. DEFAULT IN PAYMENT OF CONSIDERATION

- 5.1. The Allottee agrees to pay to the Promoter Allottee's Interest, defined above, on all the outstanding amounts which become due but remain unpaid by the Allottee to the Promoter under the terms of this Agreement. The Allottee's Interest shall be payable from the date the concerned payment becomes due and payable by the Allottee till the date of actual payment.
- 5.2. In addition to the liability of the Allottee to pay the Allottee's Interest, the Allottee shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by the Promoter for the purpose of enforcing payment of and recovering from the Allottee any amount or dues whatsoever payable by the Allottee under this Agreement.

6. INTERNAL APARTMENT SPECIFICATIONS:

- 6.1. The Internal Apartment Specifications to be provided in the said Apartment and the specifications thereof are those as set out in "**Annexure J**".
- 6.2. The Allottee confirms that the Promoter shall not be liable to provide any other fixtures and fittings save and except those mentioned in "**Annexure J**". However, in the event of an

unreasonable rise in the prices of the fixtures and fittings assured under “**Annexure J**” and/or shortage in the availability of such fixtures and/or fittings, the Promoter shall endeavour to obtain similar quality internal apartment specifications to ensure that the Promoter meets with the assurance given to the Allottee. The Allottee hereby agrees and undertakes that the Allottee shall not raise any objection or dispute in the event of there being any marginal difference in the quality/standard of the Internal Apartment Specifications.

- 6.3. The Allottee hereby confirms that the Promoter has full right to change the fixtures and fittings to be provided, in the circumstances wherein there is an uncertainty about the availability of fixtures and fittings required to be provided, either in terms of quantity and quality and/or delivery and/or for any other reason beyond the control of the Promoter. The Allottee agrees not to claim any reduction or concession in the consideration on account of any change or substitution in the Internal Apartment Specifications.
- 6.4. Prior to taking possession of the Apartment, the Allottee shall satisfy himself/herself/themselves in respect of the Internal Apartment Specifications. Once possession is taken, the Allottee shall not be entitled to raise any demands or make any claims thereafter.

7. LAYOUT OF THE LARGER LAND AND LARGER PROJECT LAND

- 7.1 The disclosures made in the Recitals shall form an integral part of this Clause and shall be treated as if the same has been reiterated herein;
- 7.2 The Promoter has prior to the execution of this Agreement as well as at the time of execution of these presents clearly informed, represented and disclosed to the Allottee as under:
- (i) The Larger Land comprises of vast tracts of lands, development rights in respect whereof have been acquired by the Promoter from time to time.
 - (ii) The Promoter may acquire further tracts of land that are adjoining to the Larger Land with the intent of ultimately including such new lands to the layout of the Larger Land, subject to the necessary approvals being granted by the sanctioning Authorities.
 - (iii) As and when further lands are acquired by the Promoter and development rights in respect whereof are also granted in favour of the Promoter, such new lands shall, at the sole discretion of the Promoter, be made a part of the Larger Land and by result thereof the area of the Larger Land as described in the First Schedule hereunder written shall increase and the Proposed Land Use Map shall accordingly stand amended.
 - (iv) The Promoter shall be constructing a Township on the Larger Land in accordance with the applicable Laws and amendments thereto/reenactment thereof, from time to time.
 - (v) Under the terms of the policies applicable to ITP, the Promoter is at liberty to change the proposed land use plan and/or the land user of the Sectors as well as change the location of the Sectors identified under the Proposed Land Use Map whilst ensuring that the allocation of the users is in consonance with the rules, regulations and policies related to ITP. The Promoter shall be at liberty to change the location of the users as well as the land users of the Sectors in such manner as the Promoter shall deem fit and proper and no objection and/or dispute shall be raised by the Allottee in respect thereof.

- (vi) This Agreement only relates to Apartment in residential buildings/shops in the Project being developed on Project Land and the Allottee shall not have any right in respect of the rest of the Township layout, Sector R5/5th Avenue Land, or Subsequent Multiple Phases of Larger Project and shall not interfere in the decisions of the Promoter relating thereto.
- (vii) The Promoter shall be at liberty to dispose of lands/sectors forming part of the Township layout and/or enter into joint development agreements, joint venture agreements and/or grant development rights in respect thereof in favour of any person or party that the Promoter shall deem fit and proper in accordance with the Applicable Law.
- (viii) The Promoter intends to develop one such sector i.e. **LIFE REPUBLIC SECTOR R5/5TH AVENUE** which comprises of lands bearing Survey Nos. New 86 Part [Old Survey Nos. 118/1 Part, 120/3 Part, 121 Part], 118/1 Part, 120/1 Part, 120/2 Part, 121 part admeasuring in aggregate 25276.77 Sq.Mtrs. or thereabouts and more particularly described in the **Second Schedule** hereunder written ("**Sector R5/5th Avenue Land**").
- (ix) At present, the Promoter intends to undertake construction of 2 (two) Buildings identified as Buildings A and B and 33 Shops, certain Common Areas and Amenities as mentioned in Part A of **Annexure G** and Utilities and Services as mentioned in **Annexure H** in Phase-I on a portion of Sector R5/5th Avenue Land, and 2 (two) Buildings identified as Buildings C and D and 7 Shops, remaining Common Areas and Amenities as mentioned in Part B of **Annexure G** in Subsequent Multiple Phases on Remaining Portion of Sector R5/5th Avenue Land as provided in this Agreement.
- (x) The construction of 2 (two) Buildings identified as Buildings A, B and 33 (thirty three) shops, certain Common Areas and Amenities as mentioned in Part A of **Annexure G** and Utilities and Services as mentioned in **Annexure H** in Phase-I and 2 (two) Buildings identified as Buildings C and D, 7 (seven) shops and remaining Common Areas and Amenities as mentioned in Part B of **Annexure G** in Subsequent Multiple Phases, shall be collectively referred to as "**Larger Project**".
- (xi) The Larger Project shall be developed in the manner stated hereunder :
 - a. **"Life Republic Sector R5/5thAvenue –Canvas/Phase-I"** shall consists of:
 - i. 2 (two) residential buildings i.e. A and B comprising of total 454 residential apartments;
 - ii. 33 (thirty three) Shops out of which 3 (three) shops located under the Building A and remaining shops are located on the layout of Project Land;
 - iii. 974 Car Parkings;
 - iv. 911 Two-Wheeler Parkings;
 - v. Certain Common Areas and Amenities as mentioned in Part A of **Annexure G**;
 - vi. Utilities and Services as mentioned in **Annexure H**.
 - b. **Subsequent Multiple Phases** shall consists of:
 - i. 2 (two) residential buildings i.e. C and D comprising of total 454 residential apartments;
 - ii. 7 (seven) Shops located on the layout of Sector R5/5th Avenue Land;

- iii. 962 Car Parkings;
 - iv. 807 Two Wheeler Parkings;
 - v. Remaining Common Areas and Amenities as mentioned in Part B of **Annexure G**;
- (xii) Subsequent Multiple Phases will be developed at a later date and will be registered with RERA as separate project/s at the discretion of the Promoter. Further with regards to the development of Subsequent Multiple Phases, the Promoter shall be at liberty to decide, at its sole discretion, the timelines related to commencement, construction and completion of such projects/buildings, the layout of the building/s, the height of building/s (whether to proceed with the present height or increase or decrease the same), size, dimensions and orientations of the apartments, FSI utilization relating to Sector R5/5th Avenue Land, in part or full. The allottees of the Project including the Allottee herein have, through this Agreement, been explained and put to notice of the aforesaid rights of the Promoter.
- (xiii) The Promoter will be at liberty and entitled to revise the plans relating to the Subsequent Multiple Phases from time to time in such manner as the Promoter may deem fit and proper.
- (xiv) Further the Promoter shall be entitled to develop the Subsequent Multiple Phases either by itself or through any other person or party.
- 7.3 For the purpose of this Agreement, Life Republic Sector R5/5th Avenue –Canvas/Phase-I shall be undertaken and developed on a portion of Sector R5/5th Avenue Land which portion admeasures 8756.31 Sq.mtrs or thereabouts and delineated in green colour boundary lines on the Proposed Land Use Map annexed hereto and marked as “**Annexure A**” and more particularly described in Third Schedule hereunder written (hereinafter referred to as “**Project Land**”).
- 7.4 The Promoter shall have access to the Sector R5/5th Avenue Land together with all the internal roads and public access roads till such time the Larger Project as envisaged under this Agreement (including any amendments thereto from time to time) is completed entirely in all aspects.
- 7.5 The Promoter has obtained a Commencement Certificate 07/06/2024 bearing reference No. BMU/Mouje Jambe/S.No.86(P) and Others Sector R5/Case No. 2669/2023-24/1802, issued by Pune Metropolitan Regional Development Authority in respect of the Sector R5/5th Avenue Land, copy whereof is annexed hereto and marked as “**Annexure B**”.
- 7.6 The Promoter has hereby informed and disclosed to the Allottee of the aforesaid revisions to the existing sanctioned layout plan and the consequential effect thereof. The Promoter shall obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee only and not if any alteration or addition is required by any Government Authorities or due to change in the Applicable Law or if such variations or modifications do not affect adversely affect the Apartment of the Allottee.
- 7.7 The Common Areas and Amenities for Sector R5/5th Avenue:

- A. **Common Areas and Amenities for residential apartments/flats in the Larger Project :**
- i. The Promoter shall undertake and complete the construction of the certain Common Areas and Amenities for Larger Project in phases within the estimated timelines specified in the Part A and Part B of “**Annexure G**”. The said Common Areas and Amenities shall be available for the use and enjoyment of all the allottees of the residential apartments/flats in the Larger Project.
 - ii. The Promoter represents that, certain amenities are situated on the podium, while other amenities are located in the open space.
- B. **Common Areas for commercial premises in Larger Project :**
The allottees of the commercial premises i.e. shops/offices forming part of the Larger Project shall have limited access to certain Common Areas as listed out in “**Annexure G1**” annexed hereto.
- 7.8 **Utilities and Services for Sector R5/5th Avenue Land:**
- A. **Utilities and Services for residential apartments/flats in the Larger Project :**
The Promoter shall provide separate Utilities and Services as enumerated in “**Annexure H**” for the use of all the allottees of residential apartments/flats in the Larger Project.
- B. **Utilities and Services for commercial premises in Larger Project:**
The Promoter shall provide separate Utilities and Services as enumerated in “**Annexure H**” for use of all the allottees of commercial premises forming part of the Larger Project.
- 7.9 With respect to the Common Areas and Amenities for Sector R5/5th Avenue Land, the Promoter represents as under:
- (i) The Common Areas and Amenities for Larger Project are being developed in phases as stated herein above and may not be completed at the time when Intimation to take Possession is offered to the Allottee and the Allottee shall not raise any objection in respect thereof and/or claim any damages or compensation whatsoever.
 - (ii) The Common Areas and Amenities for Larger Project being developed on Larger Project Land shall be under the maintenance and administration of the Township Maintenance Agency (as defined in Clause 15 hereinafter) and shall be for the common benefit, enjoyment and convenience of all the allottees of the apartments in the Larger Project.
 - (iii) The Allottee shall pay the maintenance charges towards the use of the Common Areas and Amenities for Larger Project to the Promoter for an initial period of 24 (twenty four) months in advance on/before the Possession, out of which 10% of the maintenance collected shall be used for maintenance of the Larger Land. In addition to the aforesaid maintenance charges, the Allottee shall, on/before the Possession, also pay a lumpsum amount towards maintenance charges to the Promoter for the use of the Common Areas and Amenities of the Larger Land. After the conveyance of the Common Areas and Amenities for Larger Project in favour of the Organisation/s of

Larger Project pursuant to the expiry of the initial period of 24 months from the Possession Date whichever is earlier, the Allottee shall be liable to contribute the maintenance charges towards the use of the Common Areas and Amenities for Larger Project to the Organisation/s of Larger Project and the maintenance charges towards the use of the Common Areas and Amenities of the Larger Land to the Promoter or at the instructions of the Promoter to the Township Maintenance Agency i.e. Bluebell Township Facility Management LLP (as defined in Clause 15 hereinafter) who shall be in charge of the maintenance of the Common Areas and Amenities for Larger Project and Common Areas and Amenities of the Larger Land.

- (iv) The Promoter hereby represents and informs the Allottee that, the Promoter may provide certain further/additional amenity spaces at various locations on the Sector R5/5th Avenue Land. The Promoter hereby further informs and represents to the Allottee that, though the Promoter may provide further/additional amenity spaces, the Organization of the Larger Project including the Allottee herein shall be responsible to make the said amenity spaces operational to enable the allottees to use such amenity spaces. The Promoter hereby clarifies that, the Promoter shall only be responsible to provide for such amenity spaces , if the Promoter chooses to do so and in case the Promoter provides such amenity spaces then the allottees of the residential apartments/flats in the Larger Project shall be responsible to make such amenities operational. The Allottee hereby records, declares and confirms that the Allottee has understood the aforesaid representations made by the Promoter and shall not raise any objection thereto.

7.10 With respect to the Common Areas and Amenities of the Larger Land, the Promoter represents as under:

- i. The Common Areas and Amenities of the Larger Land shall be for the common use of allottees of the apartments in the various sectors/projects to be constructed on the Larger Land which projects are located outside the lands that are earmarked and dedicated to each of these projects but within the boundaries of the Larger Land as stated in “**Part A of Annexure I**” alongwith the internal roads, street lights, water and electricity supply, security, sewerage, drainage, public works, fire-fighting systems and works, water tanks, etc. which are outside the boundaries of each of the projects but within the boundaries of the Larger Land.
- ii. These Common Areas and Amenities of the Larger Land shall be under the maintenance and administration of the Township Maintenance Agency (as defined in Clause 15 hereinafter) and shall be for the common benefit, enjoyment and convenience of all the allottees of the apartments in the Projects that shall be developed on the Larger Land. The allottees shall pay the maintenance charges towards the use of the Common Areas and Amenities of the Larger Land to the Township Maintenance Agency who shall be in charge of the maintenance of the Common Areas and Amenities of the Larger Land.

- iii. The Organisation/s of Larger Project comprising of Project and Subsequent Multiple Phases being developed on Larger Project Land shall be liable to contribute towards the maintenance, taxes and outgoings payable in respect of the Common Areas and Amenities of the Larger Land.
 - iv. Except in case of the Optional Amenities (as stated hereinafter), the Common Areas and Amenities for the Larger Land shall be maintained out of the maintenance received from the organizations of the various projects developed on the Larger Land (including the Organization/s of Larger Project)
- 7.11 With respect to the Optional Amenities for the Larger Land, the Promoter represents as under:
- i. There shall be certain Optional Amenities for Larger Land that shall be provided by the Promoter which the allottees of the apartments in the various projects to be constructed on the Larger Land may avail of by paying for the same. These paid amenities are listed in **“Part B of Annexure I”** annexed hereto.
 - ii. These Optional Amenities may undergo a change from time to time depending upon any change in the layout of the Larger Land and/or any change in the rules and policies applicable to Township development.
 - iii. The Promoter shall be entitled to sell, convey, transfer and/or give to operate the Optional Amenities for the Larger Land for consideration or otherwise, to any third party. Such third party who becomes the owner/operator of the said Optional Amenities shall be entitled to frame rules for operation and utilization of said amenities and shall be entitled to charge separate fees as applicable from time to time to the allottees/purchasers who avail of these optional amenities. In case of non-payment or non-observance of the rules, the third party owner/operator shall be entitled to discontinue the service to the Allottee/purchaser.
 - iv. Third Parties who are not allottees in the projects constructed on the Larger Land shall also have the option to use the Optional Amenities on payment of charges. The said Optional Amenities can be utilized by the Allottee or any person who is not an Allottee on the payment of separate charges/fees to such third party owner/operator as may be directed by the third party owner/Promoter.
 - v. The Allottee may avail of the said Optional Amenities by submitting the necessary application and agreeing to abide by rules and regulations formulated by the Promoter or the third party owner/operator in that regard. The Allottee is not liable to oblige the Promoter by availing of the Optional Amenities and the Promoter and/or the third party owner/operator is not liable to render the Optional Amenities to the Allottee merely by reason of the Allottee having purchased the said Apartment in the Project.
- 7.12 The Allottee states, declares and confirms that the Allottee/s shall not obstruct the use of the Common Areas and Amenities by the allottees of Subsequent Multiple Phases, regardless of any disputes that may arise between the Allottee/s/Organization and the Promoter.

- 7.13 The Promoter has registered the Project under the name **‘Life Republic Sector R5/5thAvenue –Canvas/Phase-I’** under the provisions of the said Act with the Real Estate Regulatory Authority on **16/07/2024** under No. **P52100077008**.
- 7.14 This Agreement relates to the sale of apartment in the Building **‘B’** of the Project.
- 7.15 The Promoter shall, subject to Force Majeure Event, complete the construction of Project by **30th September, 2029** in the following manner;
- i. Buildings A and B alongwith certain Common Areas and Amenities as mentioned in Part A of **Annexure G** and Utilities and Services as mentioned in **Annexure H** by September, 2029;
 - ii. 33 (thirty three) shops alongwith limited Common Areas and Utilities and Services as mentioned in **Annexure G1 & H** by November, 2027;
- 7.16 The Allottee has satisfied himself/herself/themselves with regards to the title of the respective Land Owners and the Promoter in the Sector R5/5th Avenue Land and the rights of the Promoter to develop the same and has clearly understood the sector wise construction of the Larger Land by the Promoter including the phases in which the construction of Larger Project shall be carried out by the Promoter over a period of time.
- 7.17 The Promoter hereby expressly informs and declares to the Allottee/s as under.
- 7.18 It is clarified that though the Larger Project is being developed in phases, none of the allottees of the residential apartments and/or commercial premises of Larger Project shall demand for a partition or sub-division of the Larger Project Land. The Larger Project Land and/or any part or portion thereof shall always be one single layout and the identification of the rights and liabilities of the allottees/purchasers of the apartments and the Organization/s of Sector R5/5th Avenue that may be formed shall be as provided in this Agreement.
- 7.19 **Provision for MSEDCL:**
There will be one MSEDCL sub-station located on the Sector R5/5th Avenue Land, to be used in common by allottees of residential apartments/flats in the buildings and commercial premises in the Larger Project.
- 7.20 **Provision for STP:**
- i. There will be one STP for the common use of the allottees of residential apartments/flats in the buildings forming a part of Larger Project.
 - ii. There will be one STP for the common use of the allottees of commercial premises forming a part of the Larger Project.
- 7.21 **Provision for UGWT:**
- i. There will be one UGWT for the common use of the allottees of residential apartments/flats in the buildings forming a part of Larger Project.
 - ii. There will be one UGWT for the common use of the allottees of commercial premises forming a part of the Larger Project.
- 7.22 **Entry and Exit:**
- i. There will be two entry and exit points as shown on the sanctioned plan to be used only by the allottees of residential apartments/flats in the buildings of the Larger Project.

- ii. There will be two entry and exit points as shown on the sanctioned plan to be used only by the allottees of commercial premises of the Larger Project.

7.23 **Title Report:**

Messrs. UDK & Associates, Advocates have issued its Search and Title Report dated 20/06/2024 in respect of Sector R5/5th Avenue Land as per a Circular bearing No. 28/2021 dated 08/03/2021 issued by MAHARERA in prescribed a standard format for “Legal Title Report”, a copy whereof is annexed hereto and marked as “**Annexure D**”

7.24 The said Apartment is located in the building **B** in Project being developed on Project Land.

7.25 The Promoter shall have access to the Sector R5/5th Avenue Land, together with all the internal roads and public access roads till such time the remaining construction of Larger Project as envisaged under this Agreement (including any amendments thereto from time to time) is completed entirely in all aspects.

7.26 The Allottee has been informed that during the course of the phase-wise construction of Larger Project there will be labour, machineries and vehicle movement on the Project Land which shall be taken care by the Promoter with all the required precautionary measures. The construction work on the Project Land may be required to be carried out at such extended hours as may be permitted by the authorities and the same shall be undertaken with special safety precautions and use of proper lighting and visibility. The Allottee shall not be entitled to raise any objection or dispute in this regard.

7.27 Notwithstanding what is stated in this agreement, Promoter shall be entitled to form separate organization/s in respect of Subsequent Multiple Phases at its sole discretion. It is clearly informed and represented that the Organisation/s of Larger Project shall be formed in the manner provided in Clause 16 below and the Project and Subsequent Multiple Phases constructed on the Larger Project Land shall be conveyed in the manner provided therein. The Larger Project Land shall be leased on perpetual lease basis in favour of the Organisation/s of Larger Project upon the completion of construction of Larger Project on Larger Project Land.

7.28 The Organisation/s of Larger Project shall be a member of the Apex Body of the Larger Land and shall not claim any independent and/or separate rights in respect of the Common Areas and Amenities for Sector R5/5th Avenue Land and/or in respect of Common Areas and Amenities of the Larger Land and shall co-operate in every manner whatsoever towards the use, enjoyment, management and upkeep of Common Areas and Amenities for Larger Project and the Common Areas and Amenities of the Larger Land.

7.29 There are certain open spaces that are present in the Larger Land which shall belong to the Promoter absolutely. The Promoter shall be at liberty to decide the purpose for which these open spaces shall be used. The open spaces shall belong to the Promoter alone and the Promoter shall be at liberty to deal with the same in such manner as the Promoter may deem fit and proper and the allottees of apartments in the Project shall not have any claim, right, title and/or interest in these open spaces and/or shall not obstruct or object to the Promoter dealing with the same. The Ownership of the said open spaces shall belong to the Promoter and/or its assigns. Further, the Allottee shall not obstruct the Promoter from passing/re-

passing through the roads etc. for the purpose of accessing the said open spaces and construction, if any, thereon.

- 7.30 It is further disclosed to the Allottee that the Promoter shall be entitled to exploit the entire development potential of the Larger Land while carrying out the construction/development of various Projects on the Larger Land. The Allottee, the Organisation of various projects and/Organization of Larger Project/or the Apex Body of the Larger Land shall not cause any restraint or objection or claim any rights in the development potential relating to the Larger Land including the Sector R5/5th Avenue Land till such time the development of the entire Larger Land is completed by the Promoter in all respects. Upon the development of the entire Larger Land being completed, the Promoter shall transfer the then balance remaining rights of the Promoter in respect of the Larger Land in favour of the Apex Body of the Larger Land in such manner that the rights and obligations of all the Projects that are constructed on the Larger Land by then and its Allottee/s are clearly secured and well defined.
- 7.31 The Allottee shall be required to contribute such additional amounts as may be determined by the Promoter/TMA from time to time. The Allottee hereby declares that the Allottee is aware of the aforesaid details and is thus expressly undertaking to pay the same to the Promoter.

8. ALTERATION IN THE LAYOUT, PLANS AND DESIGN

- 8.1. The Promoter hereby declares that the Floor Space Index sanctioned as on date in respect of the residential buildings on the Project Land is 70113.09 Sq. Mtrs. and in respect of the commercial premises forming part of the Project on the Sector R5/5th Avenue Land is 5983.02 Sq. Mtrs. The Promoter shall be constructing Subsequent Multiple Phases on the Remaining Portion of Sector R5/5th Avenue Land by utilizing further FSI that shall be capable of being loaded on the Sector R5/5th Avenue Land. It is clarified that the township is capable of consuming floating/global FSI on any of its sectors and by virtue thereof, the Promoter shall be at liberty to load further FSI and develop the Subsequent Multiple Phases on the Remaining Portion of Sector R5/5th Avenue Land. By virtue of the benefit of floating/global FSI, the residual FSI of the said Sector R5/5th Avenue Land can transferred and utilized in any other sector within the township. The said residual FSI generated on Sector R5/5th Avenue Land shall be used even after the completion of the Larger Project, occupation certificate is obtained and lease/conveyance of the structure is completed. The Promoter has prior to the execution of this Agreement as well as at the time of execution of these presents disclosed to the Allottee the present PLU relating to the Larger Land.
- 8.2. The Promoter shall make all efforts that the plan to the extent of Project contemplated under this Agreement is not altered unless absolutely required in the interest of the Project. In case if any alteration, amendment, revision, additions, etc. sought by the Promoter relates to the said buildings and such alteration affects the area of the Apartment in such manner that there is a variation whereby the Carpet Area of the Apartment increases/ decreases beyond 3% and/or such alteration affects the plan of the Apartment or the floor on which it is located, then the consequences as stated in Clause 3.7 above shall apply.

- 8.3. As stated above, the intent of the Promoter is to construct the Larger Land as an ITP. By reason thereof, a single layout plan of a part of the Larger Land has been sanctioned. The FSI/development potential, of the entire Larger Land is available to the Promoter for exploitation. The Promoter has, however, for the sake of ease in construction and better administration, taken steps to develop the Larger Land in the form of smaller projects, the Project being one of them. Whilst in strict terms the FSI/development potential of the Project would be lesser than what has been sanctioned and is reflected on the sanctioned plans related to the Sector R5/5th Avenue Land, the Promoter has been permitted by the sanctioning Bodies and Authorities/by enactment of Law to construct a higher potential on the Sector R5/5th Avenue Land since the development potential of the Larger Land is treated under the concept of global FSI. In light of the aforesaid factual position and inherent right of the Promoter, the Promoter is at liberty to alter the development potential that the Promoter is intending to exploit on the Sector R5/5th Avenue Land. The Promoter is thus entitled to alter the plans relating to the Sector R5/5th Avenue Land to the extent of altering the development potential/FSI that the Promoter shall exploit during construction of the Project and Subsequent Multiple Phases in respect thereof. In furtherance to the aforesaid, considering that the concept of global FSI is applicable to the Larger Land, any increase in FSI relating to the Larger Project Land shall belong to the Promoter, and the Promoter shall be entitled to exploit it whilst constructing the other Sectors on the Larger Land. This right of the Promoter shall prevail and not be disputed by the Allottee till such time the entire Township is constructed and completed entirely in all respects by the Promoter. However, it may be noted that there shall be no change in respect to sanctioned plans of the residential buildings/shops forming part of the Project.
- 8.4. The Promoter has further informed the Allottee and the Allottee hereby agrees and acknowledges that the right to amend any plan in respect of the Larger Land and/or Sector R5/5th Avenue Land shall lie solely with the Promoter and the Allottee shall have no right of any nature whatsoever in the remaining development potential of the said Larger Land and/or Sector R5/5th Avenue Land.
- 8.5. In pursuance of the Notification dated 20th November 2018, bearing No. TPS-1818/1349/CR-229/18/20(4)/UD-13 and Notification dated 8th March 2019, bearing No. TPS-1816/CR-368/16/Part-I/DP-ITP/UD-13 issued by Urban Development Department, an application has been made by the Promoter for migrating into ITP policy and the said application has been granted by PMRDA vide its Order bearing Reference No. BMU/Mouje Jambhe, Marunji, Nere/S.No. 74 and Others/Case No.568/23-24 dated 22/11/2023. The Promoter shall be entitled to the benefits arising out of the aforesaid grant and the allottees shall not be entitled to the same and shall not claim any right of whatsoever nature to the same.
- 8.6. Further, in light of the aforesaid, the entire development potential and any future increases or increments thereto relating to the Larger Land including the Sector R5/5th Avenue Land shall vest in the Promoter alone and the Promoter shall be entitled to use, utilize, consume and exploit such FSI on the said Larger Land even after the completion of the Larger Project,

occupation certificate is obtained and lease/conveyance of the structure is completed whilst undertaking its Subsequent Multiple Phases .

9. COMPLETION

9.1 Subject to Force Majeure Event, the Promoter shall complete the construction of Project by **September 30, 2029** in the following manner:

- i. Buildings A and B alongwith certain Common Areas and Amenities as mentioned in Part A of **Annexure G** and Utilities and Services as mentioned in **Annexure H** by September, 2029;
- ii. 33 (thirty three) shops alongwith limited Common Areas and Utilities and Services as mentioned in **Annexure G1 & H** by November, 2027;

9.2 The Intimation to take Possession shall be given by the Promoter only upon the Promoter obtaining occupation certificate relating to the said Apartment from the concerned statutory authority. As disclosed and informed by the Promoter, the Common Areas and Amenities for Larger Project shall be completed within the timelines stated above. The Allottee shall take possession on the Intimation to take Possession and use and enjoy the completed Common Areas and Amenities for Larger Project. The Allottee hereby confirm that the Allottee has understood and agreed the aforesaid disclosure made and information given by the Promoter and shall raise no objection in respect thereof and/or claim any damages or compensation whatsoever.

10. FORCE MAJEURE

10.1. The Promoter shall be entitled to extension of time for giving Intimation to take Possession, if the completion of the said Apartment is delayed on account of Force Majeure event as mentioned in Clause 1.12.

10.2. Upon a Force Majeure event arising, the Promoter shall automatically be entitled for an extension of time period for completion of the Project along with certain Common Areas and Amenities as mentioned in Part A of **Annexure G** and Utilities and Services as mentioned in **Annexure H**.

11. POSSESSION

11.1. The Promoter shall upon receiving the Occupation Certificate of the Apartment give the Intimation to take Possession to the Allottee. The Intimation to take Possession shall call upon the Allottee to take possession of the Apartment within a period of 30 (thirty) days from the date of receipt of the Intimation to take Possession.

11.2. It is clarified that Promoter shall send its Intimation to take Possession to Allottee at his/her address as mentioned in this Agreement unless any change of address has been notified to the Promoter in writing by the Allottee. It is clarified that the Allottee shall not be entitled for any compensation if he/she/they has/have committed any default or breach of any of the terms and conditions in this Agreement by reason of the Promoter not having received the notice of change of address.

11.3. Upon receiving the Intimation to take Possession, the Allottee shall take possession of the Apartment from the Promoter within the period stated above for the respective buildings in which his/her/their Apartment is located on payment of the balance consideration and other

dues. The Allottee shall execute all necessary indemnities, undertakings and such other documentation as may be prescribed in this Agreement and/or required by the Promoter and the Promoter shall give possession of the Apartment to the Allottee against the execution of such documentation and payment of the balance amounts by the Allottee.

11.4. Delay in giving Intimation to take Possession due to Force Majeure:

If the Promoter is unable to give Intimation to take possession of the Apartment to the Allottee by **September 30, 2029** on account of a Force Majeure Event then, the Promoter shall be entitled to an extension for the period during which such Force Majeure event subsists and the Allottee shall continue as an Allottee of the Project.

11.5. Delay in giving Intimation to take Possession due to reasons other than Force Majeure:

- (i) If the Promoter is unable to give Intimation to take possession of the Apartment to the Allottee by **September 30, 2029**, for reason other than Force Majeure Event then in that case the Allottee shall be entitled to either terminate or continue with this Agreement.
 - (ii) In case if the Allottee elects to continue with this Agreement, then in that event, the Promoter shall be liable to pay Promoter's Interest to the Allottee for the period of every month of delay on the amounts received by the Promoter from the Allottee. However, such interest shall not be payable on (i) the Government statutory dues, duties and taxes paid or to be paid by Promoter with respect to the said Apartment and/or this Agreement, directly, or indirectly, (ii) brokerage, if any, incurred by the Promoter and (iii) stamp duty and registration charges paid on this Agreement.
- 11.6. In case if the Allottee elects to terminate this Agreement, then in that event the only remedy available to the Allottee shall be to take refund of the amounts paid towards Consideration by the Allottee to the Promoter under the terms of this Agreement and such refund shall be subject to the deduction of (i) the Government statutory dues, duties and taxes paid or to be paid by Promoter with respect to the said Apartment and/or this Agreement, directly, or indirectly, (ii) stamp duty and registration charges paid on this Agreement, (iii) brokerage, if any, incurred by the Promoter, (iv) any other benefits if so received by the allottees from promoter and (v) bank loan availed by the Allottee. In such a case as provided under the Act, the Promoter shall refund the aforesaid amounts to the Allottee (after deduction of the amounts as stated above) together with the Promoter's Interest within a period of 30 (thirty) days from the date of the Allottee executing and registering a Deed of Cancellation in favour of the Promoter.
- 11.7. It is agreed that save and except the right of the Allottee to recover the aforesaid amounts, the Allottee hereby expressly waives all the other rights and remedies that shall/may be available to him/her/them under law especially in light of the fact that the Allottee has covenanted that the Allottee shall not take any steps that shall be detrimental and/or shall hinder the Project.
- 11.8. In the event the Allottee fails and/or neglects to take possession within the specified period, it shall be deemed that the Allottee has taken possession from the date of expiry of the notice period specified in the Intimation to take Possession and that date shall be deemed to be the **"Possession Date"** and all obligations of the Allottee related to possession of the said

Apartment shall be deemed to be effective from the said Possession Date. It is agreed that on and from the Possession Date, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the said Apartment, Common Areas and Amenities and Utilities and Services provided to the allottees of residential buildings including maintenance charges, local taxes, betterment charges or such other levies levied by the concerned Local Authority and/or Government, water charges, common lights, lifts, repairs, salaries of clerks, bill collectors, chowkidars, sweepers, and also other expenses necessary and incidental to the Organisation of Larger Project comprising of Project and Subsequent Multiple Phases for the use of the Common Areas and Amenities for Larger Project and the Common Areas and Amenities of the Larger Land.

- 11.9. In case the infrastructure facilities and/or Common Areas and Amenities and/or Other Common Areas and/or Utilities and Services are not in place at the time of handing over of possession of the Apartment by reason of circumstances beyond the control and scope of the Promoter, the Allottee shall not claim any compensation for delay/ non-provision of infrastructure facilities.
- 11.10. The Promoters Interest shall not be paid by the Promoter if the Allottee commits any breach of terms and conditions contained herein.
- 11.11. It is clarified that Promoter shall send its Intimation to take Possession to Allottee at his/her/their address including email address as mentioned in this Agreement unless any change of address has been notified to the Promoter in writing by the Allottee. It is clarified that the Allottee shall not be entitled for any compensation if he/she/they has/have committed any default or breach of any of the terms and conditions in this Agreement by reason of the Promoter not having received the notice of change of address.
- 11.12. The Promoter has made it clear to the Allottee that the Promoter shall after handing over of the said Apartment, carry out extensive development/construction activities in the Larger Project which includes the Subsequent Multiple Phases, remaining Common Areas and Amenities for Larger Project and/or the area around the said residential buildings and/or commercial premises and that Allottee has confirmed that he/she/they shall not raise any objection or make any claim for compensation from Promoter on account of inconvenience, if any, which may be suffered by him/her/them due to such development/construction activities or incidental/related activities.

12. DEFECT LIABILITY PERIOD

- 12.1. The provisions of the Act mandate a defect liability period of five years for any structural defect in the Apartment or any defects in the Project on account of workmanship, quality or provision of service.
- 12.2. The Promoter has informed the Allottee that upon the completion of the Larger Project the Promoter shall handover to the Organisation/s the warranties, guarantees and annual maintenance contracts that shall be received by the Promoter from third party Contractors/Vendors.
- 12.3. In case of any structural defect in the Apartment or any defects in the Project on account of workmanship, quality or provision of service, which are outside the purview of the

warranties, guarantees and annual maintenance contracts provided by the third party Contractors/Vendors, then in that event wherever possible such defects shall be rectified by the Promoter at its own cost and expense. Provided however, the Promoter shall not be liable to carry out such rectification in case if such defects have surfaced by reason of any act of the Allottee or any other force majeure circumstance arising. The Allottee hereby agrees and undertakes that the Allottee shall not carry out any alterations of whatsoever nature in the said Apartment or Towers or any structures related to the Common Areas and Amenities for Larger Project which shall include but not be limited to columns, beams etc. or in the fittings therein, in particular. It is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connection or any erection or alteration in the bedroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out by the Allottee and which results in any defect, then the defect liability obligation of the Promoter shall automatically become void and shall not be binding on the Promoter. The word defect here means only the manufacturing and workmanship defect's caused on account of willful neglect on the part of the Promoter, and shall not mean defects caused by normal wear and tear and by negligent use of Apartment by the allottees/occupants, vagaries of nature etc.

- 12.4. It shall be the responsibility of the Allottee to maintain his/her/their Apartment in a proper manner and take all due care needed including but not limited to the joints in the tiles in his/her/their Apartment being regularly filled with white polymer/epoxy to prevent water seepage.
- 12.5. Further, where the Manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period, and if the annual maintenance contracts (to the manufacturer or the AMC provider as decided by the Promoter) are not done/renewed by the Allottee/s, the Promoter shall not be responsible for any defects occurring due to the same.
- 12.6. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures and fitting shall be maintained and covered by Maintenance/Warranty Contracts so as it to be sustainable and in proper working condition to continue warranty in both the apartments and the common project amenities wherever applicable.
- 12.7. The Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the Apartment includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, the same shall not amount to structural defects and hence the same shall not be attributed to either bad workmanship or structural defect.

13. USE AND OCCUPATION

- 13.1. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residencial/commercial in respect of Apartment being developed on Project Land and for no other purpose whatsoever.

- 13.2. The Allottee shall not carry out any activities from the said Apartment that shall be a cause or a source of nuisance or annoyance to the Promoter or other occupiers of the said Project or to any one in its vicinity or neighbourhood.
- 13.3. In the event if any increase in local taxes, water charges, insurance and such other levies, are imposed by the concerned Local Authority and/or Government and/or other Public Authority, on account of change of user of the said Apartment by the Allottee, the Allottee alone shall bear and pay such penalty, premium or other sums of money demanded.

14. TERMINATION

- 14.1. Without prejudice to the right of the Promoter to charge Allottee's Interest, as defined above, on the Allottee committing default in payment of due date of any amount due and payable by the allottee to the Promoter under this agreement (including his/her proportionate share of taxes levied by the concerned local authority and other outgoings and the Allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement. Provided that Promoter shall give notice of 15 (fifteen) days in writing to the Allottee ("Allottee's Default Notice"), by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.
- 14.2. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee within a period of 30 (thirty) days of the termination subject to execution and registration of the Deed of Cancellation, the Consideration or part thereof which have been paid by the Allottee to the Promoter subject to deduction of (i) liquidated damages i.e. deduction of 10% of the total Consideration together with any other amount which is payable to the Promoter (ii) Allottee's Interest (iii) the Government statutory dues, duties and taxes paid or to be paid by Promoter with respect to the said Apartment directly or indirectly, (iv) stamp duty and registration charges paid on this Agreement (v) brokerage, if any, incurred by the Promotor and (vi) bank loan availed by the Allottee. It is agreed between the Parties that the deduction mentioned above will be carried out in the order in which it has been mentioned in this clause. It is further agreed between the Parties that the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded.
- 14.3. Upon the cancellation/termination and irrespective of whether the Allottee has executed the Deed of Cancellation, the Promoter shall be entitled to sell or otherwise dispose of the Apartment to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as Promoter may in its sole discretion think fit and proper and the Allottee shall not be entitled to raise any objection or dispute in this regard.
- 14.4. The Allottee agrees and undertakes to execute a deed, document, or writing including a Cancellation Deed to cancel this Agreement. The balance amount, if any, shall be paid to the Allottee only upon the cancellation of this Agreement and/or receipt of the Cancellation

- Deed, documents or writings. In the event of cancellation of this Agreement as aforesaid, the Allottee irrevocably agrees that the Promoter shall be entitled to file declaration with respect to termination and cancellation of this Agreement before the Sub-Registrar of Assurances. However, it is clarified and agreed between the Parties that the Promoter shall take/charge cancellation charges as determined by the Promoter from the Allottee in case of failure on the part of the Allottee to execute, deliver and register the Deed of Cancellation.
- 14.5. The Promoter has informed the Allottee and the Allottee having understood has agreed that in case if this Agreement is cancelled by reason of any breach on the part of the Allottee of the terms of this Agreement then in that event the Promoter shall refund the amounts refundable to the Allottee in the manner provided in Clause 14.2 of this Agreement.
- 14.6. It is expressly agreed between the Parties that in case the Allottee/s has obtained a loan/availed of any facility against the said Apartment and/or the rights of the Allottee/s under this Agreement, then in that event upon termination, the Promoter shall have an option to directly make payment of refund amounts in the manner provided in this Agreement to the concerned bank/financial institution.
- 14.7. The said refund by the Promoter to the Allottee, sent through cheque/demand draft by registered post acknowledgement due or by courier at the address of the Allottee mentioned herein, shall be full and final satisfaction and settlement of all claims of the Allottee under this Agreement, irrespective of whether the Allottee accepts/encashes the said cheque/demand draft or not.
- 14.8. In the case of joint allotment of the Apartment in favour of joint allottees, the Promoter shall make all payments/refund under the terms of this Agreement upon termination, to the first mentioned Allottee, which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint allottees.
- 14.9. The Promoter may, at its sole discretion, condone the breach committed by Allottee and may revoke cancellation of the allotment provided that the Apartment has not been re-allotted to another person till such time and Allottee agrees to pay the unearned profits (difference between the consideration and prevailing sales price) in proportion to total amount outstanding on the date of restoration and subject to such additional conditions/undertaking as may be decided by Promoter. The Promoter may at its sole discretion waive the breach by Allottee for not paying the aforesaid instalments but such waiver shall not mean any waiver in the interest amount and the Allottee will have to pay the full amount of interest due.
- 14.10. The occurrence, happening or existence of any of following events shall be considered as the **“Promoter’s Event of Default”** -
- (i) Failure of the Promoter to give the Intimation to take Possession to the Allottee on or before **September 30, 2029** subject to Force Majeure;
 - (ii) Upon the cancellation / termination of this Agreement on account of the Promoter’s Event of Default as mentioned hereinabove, the Allottee shall be entitled to recover all the amounts that have been paid by the Allottee to the Promoter under the terms of this Agreement (excluding taxes, duties etc. that have been paid by the Promoter to the

Government/Statutory Bodies/Authorities). In such a case as provided under the Act, the Promoter shall refund the aforesaid amounts to the Allottee within a period of 30 (thirty) days or a mutually agreed date from the execution and registration of the Deed of Cancellation by the Allottee in favour of the Promoter.

- 14.11. In an event the Promoter completes construction of the said building **B** in Project before time, then the Allottee hereby agrees and undertakes to pay the Consideration amount payable for early completed stage as per the payment linked to the stage immediately on demand. Further, the Promoter shall not provide early payment discount in case the construction has been completed before the agreed timeline.

15. TOWNSHIP MAINTENANCE AGENCY

- 15.1. The Allottee specifically recognizes that the Project comprises of residential buildings and shops and he/she/they is/are agreeing to purchase the Apartment therein. The Allottee is also aware that Larger Project comprising of Phase-I and Subsequent Multiple Phases requires proper and periodic maintenance and upkeep. The Allottee has agreed to purchase the Apartment on the specific understanding that the right to use Common Areas and Amenities for Larger Project and the Common Areas and Amenities of the Larger Land shall be subject to payment of maintenance charges by him/her/them, amongst other charges, as determined by the Promoter or by the Organisation/s of Larger Project and the TMA of Larger Land respectively.
- 15.2. The Allottee is aware that the Allottee's rights are restricted to the use and enjoyment of the Common Areas and Amenities for Larger Project and Common Areas and Amenities of the Larger Land and shall not entitle the Allottee to use the common areas and amenities pertaining to the other projects being undertaken on the Larger Land which are outside the limits of Larger Project.
- 15.3. The Promoter has entered into an Agreement with Bluebell Township Facility Management LLP ("**TMA**") whereby the Promoter has appointed the TMA to provide its services vis-à-vis the maintenance of the Common Areas and Amenities for the various sectors that shall be constructed on the Larger Land (including Common Areas and Amenities for Larger Project) and the Common Areas and Amenities of the Larger Land. A copy of the said Agreement shall be available at the office of the Promoter for inspection by the Allottee. The said Agreement and the terms thereof and all amendments thereto shall be binding on the Allottee and its successors. The Allottee has been expressly informed of the same and the Allottee/s hereby expressly accords his/her/their knowledge in respect thereof.
- 15.4. In accordance with the aforesaid Agreement, the Allottee is required to pay the amounts that are set out in "**Annexure K**" annexed hereto to the TMA to enable the TMA to provide its services and maintain the Common Areas and Amenities of the Larger Land and the Common Areas and Amenities for Larger Project in the manner set out in the aforesaid Agreement. In case if the TMA is required to incur any capital expenses while maintaining these Common Areas and Amenities, then in that event the TMA shall be entitled to do so and appropriate the required amounts from and out of the amounts collected from the Allottee and other allottees of the various projects towards such capital expenses.

- 15.5. The Allottee has been expressly informed by the Promoter that the TMA shall be at liberty to seek for further amounts in case if the amounts collected by the TMA are insufficient for meeting with the expenses relating to the maintenance of the Common Areas and Amenities of the Larger Land and the Common Areas and Amenities for Larger Project in the manner set out in the aforesaid Contract.
- 15.6. The TMA appointed or formed by Promoter which shall always remain an independent body in charge of the maintenance, supervision and control of the Common Areas and Amenities for Larger Project and Common Areas and Amenities for the Larger Land. For the purpose of maintaining adequate discipline, hygiene, ambience, aesthetics and proper usage of the Common Areas and Amenities for Larger Project and Common Areas and Amenities for the Larger Land, the TMA shall frame byelaws/rules/regulations/policies inter alia regarding admission to and usage/maintenance/repairs Allottee hereby agrees and undertakes to observe the same strictly.
- 15.7. The Organisation/s of Larger Project shall not be entitled to withhold payment of its said contribution to the said TMA on the ground of non-payment of maintenance charges on part of its members. In case of default on part of the Organisation/s of Larger Project Land, the said TMA shall be entitled to take actions against the Organisation/s of Larger Project Land.
- 15.8. The TMA shall maintain the Common Areas and Amenities for Larger Project and Common Areas and Amenities for the Larger Land out of the contribution paid by all the organisations formed of the various sectors of the Larger Land and the Allottee alongwith all other allottees shall be entitled to use the same as envisaged under this Agreement.
- 15.9. The Organisation/s of Larger Project Land as well as the said TMA shall be entitled to increase the maintenance charges as and when required/necessary.
- 15.10. In case of default of payment of maintenance on part of the Organisation/s of Larger Project Land to the TMA, the TMA shall be entitled to (i) discontinue the supply of utilities to the Organisation/s of Larger Project Land agreed hereunder and/or (ii) discontinue supply of other services envisaged hereunder and/or (iii) prevent the members of the said Organisation/s of Larger Project Land from using the said Common Areas and Amenities for Larger Project and the Common Areas and Amenities for the Larger Land or part thereof, (iv) to levy appropriate fines/interest/penalties on the Organisation/s of Larger Project Land until actual realization of the amount due from the Organisation/s of Larger Project Land.
- 15.11. The Promoter and/or TMA shall be entitled to impose and collect toll/entry/parking fee for ingress to the ITP and/or to the Common Areas and Amenities for the Larger Land and/or the Optional Facilities, so as to restrict free access to the same.
- 15.12. The execution of the present Agreement by the Allottee shall be construed as the confirmation of the Allottee to the terms of the Agreement entered into between the Promoter and the TMA. The Allottee hereby agrees and undertakes that if called by the Promoter to do so, the Allottee shall execute a separate maintenance agreement with the TMA for the purpose of reiterating the terms of the contract entered into between the Promoter and the TMA.

15.13. In addition to the maintenance undertaken by the Township Management Company, the Promoter as it may deem fit in the overall interests of the ITP, outsource control, management, giving maintenance etc. to any outside agency or agencies in respect of any particular or specific amenities and/or services and, if necessary, the Allottee shall execute appropriate agreement/s with such agency or agencies.

16. FORMATION OF ORGANISATION/S OF LARGER PROJECT

16.1. The Promoter hereby informs and represents to the Allottee as under:-

- (i) The Promoter shall form and register one organization of the allottees of the residential buildings and shops in Larger Project (including shops/offices that may be located in buildings in Phase –I and Subsequent Multiple Phases) forming part of Larger Project being developed on Sector R5/5th Avenue Land. Initially the Promoter shall form the organization in respect of the buildings in the Project within a period of 3 (three) months from the date of majority (51%) of the allottees have booked their apartments with respect of the buildings and shops in Project if permitted under the Maharashtra Co-operative Societies Act, 1960 alongwith Rules, Regulations, Circulars, Directives issued thereunder.
- (ii) Upon the receipt of occupancy certificate/s in respect of buildings in the Subsequent Multiple Phases, the allottees of the Subsequent Multiple Phases shall be added as members to the said organization from time to time.
- (iii) The Promoter shall within a period of 3 (three) months from the date of the receipt of occupancy certificate of the apartments in the Project execute a sale deed of superstructures in respect of the buildings in Project in favour of the organization of the allottees subject to the Promoter having received the entire consideration payable by the Allottee/s of the apartments in Project. The sale deed shall be subject to such terms, conditions, covenants and undertakings on the part of the organisation as may be required to ensure that the rights of the Promoter to sell the unsold Apartment do not suffer and are protected. The Allottee hereby authorises the Promoter to draw up the draft of the sale deed and hereby agree to co-operate in the execution thereof.
- (iv) Upon the entire development of Larger Project being completed, the Promoter shall prepare the transfer of title documents and transfer the Sector R5/5th Avenue Land (by way of grant of a perpetual lease) together with the super structure of Common Areas and Amenities for Larger Project (by way of conveyance) in favour of the Organization of Larger Project within a period of three months from the date of the Larger Project being completed in all respects (i.e. the occupancy/completion certificate of all the buildings of Project and Subsequent Multiple Phases forming part of Larger Project and the Common Areas and Amenities for Larger Project being obtained). The Organisation/s of Larger Project shall come forward and execute such documents immediately upon being called upon by the Promoter to do so to ensure that the Promoter complies with all its obligations and duties as provided under the Act. The Organisation/s of Larger Project and the allottees of the Project and Subsequent Multiple Phases being developed/to be developed on Sector R5/5th

Avenue Land shall indemnify and keep indemnified the Promoter from and against any liabilities that may be imposed on the Promoter by reason of any delay on the part of the Organisation/s of Larger Project / in coming forward and executing such transfer of title documents.

- (v) All costs, charges and expenses including stamp duty and registration charges payable on such transfer of title documents shall be to the account of such organization and shall be borne and paid by the Organisation/s of Larger Project.
 - (vi) The Promoter shall form separate organisations in respect of all the projects that shall be constructed on the Larger Land. The Promoter shall transfer the title of the project lands of such projects and the building/s constructed thereon in favour of the organisations/Apex Bodies formed in respect of such projects in the manner stated above and as envisaged by the Promoter. Upon the entire Larger Land being developed, the Promoter shall form an Apex Body of the Larger Land. The organizations including the Organisation/s of Larger Project shall admit themselves as members of such Apex Body of the Larger Land. Upon the Apex Body of the Larger Land being formed, the Promoter shall within a reasonable time execute a Deed of Conveyance in respect of the Common Areas and Amenities of the Larger Land and the reversionary rights in respect of the Larger Land, if any, in favour of such Apex Body of the Larger Land.
- 16.2. The Allottee has understood the aforesaid disclosures/representations made by the Promoter and hereby expresses its agreement and concurrence to the aforesaid structure and grants its consent to join in the formation and registration of the Organisation to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the organisations and for becoming a member of the organisations. The Allottee shall duly fill in, sign and return to the Promoter within 15 (Fifteen) days of the necessary applications/forms being forwarded by the Promoter to the Allottee in that behalf.
- 16.3. The Promoter hereby states, declares and informs to the Allottee/s that prior to or during or after completion of development and construction work of the Larger Project, various orders, permissions, NOCs, Licenses, Completion Certificates etc. are required to be obtained by the Promoter on executions of certain Declarations, Undertakings and Indemnity. While granting those permissions and NOCs, the concerned Authorities have imposed certain terms and conditions, which are required to be observed and complied with from time to time. The Promoter hereby agrees to comply with those terms and conditions only till the time of Larger Project is handed over to the ultimate body of Allottee i.e. the organization formed. However, thereafter it shall be sole responsibility of the said organization of the allottees to abide by all rules, regulations, conditions of the said orders, permissions, NOCs etc. and comply with the same and the Promoter shall not be responsible for the same after handing over of the project together with its amenities to the allottees ultimate body i.e. organization. The list of orders, permissions and NOCs, which have been

obtained till date have been given to the Allottee. Certified copies of the orders and permissions etc. shall be handed over to the organization.

17. TAXES, OUTGOINGS AND MAINTENANCE

- 17.1. The Promoter has informed the Allottee and the Allottee has understood that the Allottee shall within a period of 30 (thirty) days from the date of the Intimation to take Possession and in any event before taking possession pay to the Promoter the amounts set out in **Part A of “Annexure K”** annexed hereto. The maintenance amount for initial period of 24 (Twenty Four) months as mentioned in the **Part A of “Annexure K”** is a provisional amount as on today and is a tentative amount that has been fixed. The said amount shall be subject to an increase to the extent of 10% which will be determined by the Promoter at the time of handing over of the possession at its sole discretion. Post hand over, in any event where the Promoter is of the view that it is difficult to maintain the Larger Project out of the provisional maintenance collected from the allottees for the initial 24 months period, then the allottees shall be required to bear and pay such additional amounts as may be demanded by the Promoter. In case if the Allottee fails to make such payment, then the Promoter shall not be liable to handover possession of the Apartment to the Allottee. Failure on the part of the Allottee to make such payments/ad-hoc/lumpsum amounts to the Promoter shall be treated as an Allottee’s Event of Default and consequences as stated in this Agreement shall follow. The Allottee acknowledges such right of the Promoter and agrees and undertakes to accept the decision of the Promoter in such circumstances.
- 17.2. The Allottee shall be liable to bear and pay all taxes and outgoings as mentioned in **Part B of “Annexure K”** annexed hereto. The Allottee shall be liable to bear and pay pro-rata taxes and outgoings in respect of the said apartments, the said residential buildings/shops, the Project and Common Areas and Amenities for Larger Project namely local taxes, betterment charges or such other levies levied by the concerned Local Authority and/or Government, water charges, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Premises, the said residential buildings and the Common Areas and Amenities for Larger Project. In addition, thereto, the Allottee shall also contribute towards the maintenance of the Common Areas and Amenities for the Larger Land.
- 17.3. The Allottee shall pay the maintenance charges to the Organization/s of Larger Project regularly. The maintenance charges payable by the Allottee shall be on ‘Per Square Meter Basis’ per month on area of the said Apartment. The rate of maintenance charges will be decided by the TMA/Promoter. The maintenance charges payable by the Allottee to the Organization/s of Larger Project which shall in turn be handed over by the organisation to the TMA shall be comprehensive in nature and shall include maintenance charges towards maintenance of the Common Areas and Amenities of Larger Project and the Common Areas and Amenities for the Larger Land(excluding charges towards Optional Amenities) and all other expenses necessary and incidental to the management and maintenance of the said Project. The Organisation/s of Larger Project alone shall be responsible to collect and

recover both the maintenance (sector & township) charges from the Allottee and pay the same to the TMA/Promoter.

- 17.4. With regards to contribution of the Allottee towards the outgoings, the Allottee shall pay the maintenance charges towards the use of the Common Areas and Amenities for Larger Project to the Promoter for an initial period of 24 (twenty four) months in advance on/before the Possession out of which 10% of the maintenance collected shall be used for maintenance of the Larger Land. Till such time the Conveyance is executed in favour of the Organisation/s of Larger Project comprising of Project and Subsequent Multiple Phases, the Allottee shall continue to pay maintenance charges to the Promoter or the TMA, as decided by the Promoter. In addition to the aforesaid maintenance charges, the Allottee shall, on/before the Possession, also pay a lumpsum amount towards maintenance charges to the Promoter for the use of the Common Areas and Amenities of the Larger Land. After the conveyance of the Common Areas and Amenities for Larger Project in favour of the Organisation/s of Larger Project or pursuant to the expiry of the initial period of 24 months from the Possession Date whichever is earlier, the Allottee shall be liable to contribute the maintenance charges towards the use of the Common Areas and Amenities for Larger Project to the Organisation/s of Larger Project and the maintenance charges towards the use of the Common Areas and Amenities for the Larger Land to the Promoter or at the instructions of the Promoter to the Township Maintenance Agency i.e. Bluebell Township Facility Management LLP (as defined in Clause 15 hereinafter) who shall be in charge of the maintenance of the Common Areas and Amenities for Larger Project and Common Areas and Amenities for the Larger Land as provided in “**Annexure G, G1 and I**” annexed hereto. It is clarified that for the period post the expiry of the initial period of 24 months, maintenance charges for the Common Areas and Amenities for Larger Project and Common Areas and Amenities for the Larger Land at such rate as decided by the Promoter/TMA shall be payable by the Allottee to the Promoter/TMA. In case if the organization has been formed by then, then in that event, the Promoter shall be at liberty to call upon the organization to collect the aforesaid maintenance charges from the Allottee and pay the same to the Promoter/TMA. The Allottee hereby expressly grants his/her/their concurrence to the aforesaid clause. Further, the terms and conditions relating to the utilisation of such amounts alongwith separate amounts of taxes, electricity, water, gas etc.to be paid by the Allottee/s are enumerated in the “**Annexure K**” annexed hereto and the Parties agree and undertake to abide by the same.
- 17.5. The Allottee undertakes to pay such amounts/charges including proportionate share of outgoings regularly on quarterly basis in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the Promoter/TMA to withhold services as specified in clause 15.10.
- 17.6. It is clarified that the Organisation/s of Larger Project shall be liable to bear and pay the taxes and outgoings relating to the Common Areas and Amenities for Larger Project. The taxes and outgoings pertaining to Common Areas and Amenities of the Larger Land shall

- be collected by the TMA from the Organisations of each sectors including the Organisation/s of Larger Project and shall thereafter be paid by the TMA to the concerned Authorities.
- 17.7. The cost of the insurances that may be obtained by the Promoter shall be recovered from the Allottee and the Allottee shall bear and pay the same. The allottees/organisation shall be responsible for the renewal of such insurance policies and bear and pay all premiums related thereto.
- 17.8. The Promoter has informed and represented to the Allottee that the Allottee shall be liable to contribute towards the taxes and outgoings payable in respect of the Common Areas and Amenities of the Larger Land.
- 17.9. It is clarified that the Promoter shall be liable to bear and pay municipal/property taxes related to the unsold apartments of Project. However, no outgoings/maintenance shall be payable with regards thereto to the organisation or TMA.

18. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

- 18.1. The Promoter hereby represents and warrants to the Allottee as follows:
- (i) The Promoter has clear and marketable title with respect to the Sector R5/5th Avenue Land in the manner provided in the Search and Title Report dated 20/06/2024 in the format as prescribed by MAHARERA by a Circular bearing No. 28/2021 dated 08/03/2021.
 - (ii) The Promoter has actual, physical and legal possession of the Sector R5/5th Avenue Land for the implementation of the Project.
 - (iii) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development on the Sector R5/5th Avenue Land and shall obtain requisite approvals from time to time to complete the Project. The proposed residential building/s and/or commercial premises forming part of the Subsequent Multiple Phases will be constructed in future, in phases, from time to time, and will be registered with RERA as separate project/s at the discretion of the Promoter. The Promoter will be at liberty and entitled to revise the plans relating to the proposed residential building/s and commercial premises forming part of Subsequent Multiple Phases from time to time in such manner as the Promoter may deem fit and proper. Further the Promoter shall be entitled to develop the Subsequent Multiple Phases either by itself or through any other person or party. Further, with regards to the development of the Subsequent Multiple Phases, the Promoter shall be at liberty to decide, at its sole discretion, the timelines related to commencement, construction and completion of such projects/buildings/shops, the layout of the buildings, the height of buildings (whether to proceed with the present height or increase or decrease the same), size, dimensions and orientations of the apartments, FSI utilization relating to the Larger Land, in part or full. The allottees of the Project including the Allottee herein have, through this Agreement, been explained and put to notice of the aforesaid rights of the Promoter.
 - (iv) The Promoter hereby expressly represents and informs the Allottee that the Promoter intends to revise the sanctioned layout plan in respect of the Sector R5/5th Avenue and

sanctioned building plans pertaining to proposed residential building/s and commercial premises forming part of Subsequent Multiple Phases. However, it may be noted that there shall be no change in respect to sanctioned plans of the residential buildings/shops forming part of the Project.

- (v) By virtue, thereof, the orientation, location, dimension, height, product mix in respect of the proposed residential buildings and commercial premises forming part of Subsequent Multiple Phases of Larger Project shall be revised/changed. The Allottee herein is/are thus fully aware of the representations and disclosures made by the Promoter and has/have agreed to purchase the Apartment only after fully understanding the representations and disclosures made by the Promoter in respect of the Larger Project and Sector R5/5th Avenue Land layout. The Allottee shall thus not create any hurdle, obstruction and/or dispute the revision of the plans relating to the Sector R5/5th Avenue Land layout/Larger Project from time to time and/or the future construction to be carried out by the Promoter, by itself and/or through any other person or party.
- (vi) There are no encumbrances upon the Sector R5/5th Avenue Land except as disclosed in the Search and Title Report and Supplementary Search and Title Report read with Search and Title Report reissued in the format prescribed by MAHARERA and as disclosed on the RERA Website.
- (vii) There are no litigations pending before any Court of Law with respect to the Sector R5/5th Avenue Land except as disclosed in the Search and Title Report and Supplementary Search and Title Report read with Search and Title Report reissued in the format prescribed by MAHARERA and as disclosed on the RERA Website.
- (viii) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, Project Land and the said buildings of Project are valid and subsisting and have been obtained by following due process of Law.
- (ix) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- (x) 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 Project Land/Sector R5/5th Avenue Land, including the Project and the Apartment which will, in any manner, affect the rights of Allottee under this Agreement.
- (xi) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authorities provided, however the Allottee shall be liable to contribute towards the same on and from the date of possession/expiry of 30 days from the date of Intimation to take Possession, whichever is earlier.

- (xii) 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 Project Land/Sector R5/5th Avenue Land) has been received or served upon the Promoter in respect of the Sector R5/5th Avenue Land and/or the Project.
- (xiii) 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 Local Authority at the time of sanctioning the plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned Local Authority Occupation Certificate in respect of the buildings in Larger Project.
- (xiv) The Promoter hereby clarifies that the Common Areas and Amenities for the Larger Land are subject to changes as per any revision that may take place in the approvals and plans. With regards to contribution of the Allottee towards the outgoings, the Allottee agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter the outgoings in the manner provided in "**Annexure K**" annexed hereto. The terms and conditions relating to the utilisation of such amounts are enumerated in the "**Annexure K**" annexed hereto and the Parties agree and undertake to abide by the same. The maintenance charges payable by the Allottee in respect of the Common Areas and Amenities for the Larger Land may change from time to time. The Promoter hereby reserves the right to make changes to the Common Areas and Amenities for the Larger Land as well as to revise the maintenance charges payable by the Allottee in that regard.
- (xv) The Promoter states that there are certain pipes/cables/wires which are laid under the Project Land/Sector R5/5th Avenue Land, which underlying cables relate to essential services that have been provided to the allottees of the Project Land/Sector R5/5th Avenue Land and in the case of certain pipes/cables/wires the provision with regards thereto may extend to other projects forming part of the Larger Land. The Promoter hereby reserves its right to enter upon the Project Land and to undertake such work/activities as may be necessary for the purpose of maintaining/servicing/repairing/ replacing such underlying pipes/cables/wires.

19. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

The Allottee represents and warrant to the Promoter as follows:-

- (i) The Allottee is using his/her/their own funds and/or has made arrangements for the purpose of purchasing the said Apartment and making payment of the Consideration and other amounts payable to the Promoter;
- (ii) The Allottee have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;
- (iii) No receiver and/or liquidator and/or official assignee or any person is appointed of the Allottee for all or any of its assets and/or properties;

- (iv) The Allottee have neither received any notice of attachment under any rule, law, regulation, statute etc. nor his/her/their assets/properties are attached;
- (v) No notice is received from the Government in India (either Central, State or Local) and/or from abroad for his/her/their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them;
- (vi) No execution or other similar process is issued and/or levied against him/her/them and/or against any of his/her/their assets and properties;
- (vii) He/she/they is/are not of unsound mind and/or is not adjudged to be of unsound mind;
- (viii) He/she/they has/have not compounded payment with his/her/their creditors;
- (ix) He/she/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months;
- (x) He/she/they is/are competent to contract and enter into this Agreement as per the prevailing Indian Laws;
- (xi) The Allottee has understood the entire scheme of development of the Promoter as set out in this Agreement and has obtained the clarifications required by the Allottee and the Allottee is fully satisfied with regards thereto;
- (xii) The Allottee states, declares and confirms that the Allottee/s shall not obstruct the use of the common areas and amenities by the allottees of Subsequent Multiple Phases, regardless of any disputes that may arise between the Allottee/s/Organization and the Promoter.

20. MUTUAL COVENANTS

- 20.1. Notwithstanding anything contained herein, it is agreed between the Parties hereto, that the sample Apartment, if any, constructed by the Promoter and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of show casing the Apartment and the Promoter is not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities etc. as may be displayed in the sample Apartment other than as expressly agreed by the Promoter under this Agreement.
- 20.2. The Promoter shall be entitled to allot all apartments and parking spaces, to be constructed on the Sector R5/5th Avenue Land with a view that ultimately the allottees of the apartments in the buildings of Project and proposed residential buildings of Subsequent Multiple Phases shall be admitted as members of the organisations to be formed in the manner stated above. It is agreed and clarified that the Promoter shall have all the rights and shall be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the Apartment or parking spaces separately and independently and the allottees of all the apartments shall be admitted as members of the Organisation/s of Larger Project.
- 20.3. The Promoter shall, if necessary, become a member of the Organisation/s of Larger Project in respect of its right and benefits conferred/reserved herein or otherwise entitled to in whatsoever manner. If the Promoter transfers, assigns and disposes off such rights and benefits at any time to anybody, then the assignee/transferee and/or the buyers thereof at the discretion of the Promoter, be admitted as members of the Organisation/s of Larger Project

Land in respect of the said right and benefits. The Allottee herein and the Organisation/s of Larger Project Land will not have any objection to admit such assignees or transferees as its members.

- 20.4. The Promoter shall not be liable or required to pay to the Organisation/s of Larger Project Land any transfer fees/charges and/or any amount, compensation whatsoever. Further, the Promoter shall not be liable to contribute towards the unsold apartments.
- 20.5. In the event, the transaction being executed by this agreement between the Promoter and the Allottee is facilitated by a registered real estate agent of the Promoter all amounts (including taxes) agreed as payable remuneration/fees/charges for services/ commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter, in accordance with the agreed terms of payment and the allottee shall not be held responsible for payment of any fees/charges to registered real estate agent of the Promoter.
- 20.6. In the event, the transaction being executed by this agreement between the promoter and the allottee is facilitated by a registered real estate agent of the Allottee, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/ commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Allottee in accordance with the agreed terms of payment and the Promoter shall not be held responsible for payment of any fees/charges to registered real estate agent of the Allottee.
- 20.7. The Organisation/s of Larger Project Land so formed shall not issue share certificate to the Allottee without obtaining a no-objection certificate from the Promoter certifying that the Promoter has no outstanding dues pending on any account to be received from the Allottee and remaining unpaid. If the Organisation/s of Larger Project issues share certificates to the Allottee without adhering to or abiding by the aforesaid condition, the Organisations of Sector R5/5th Avenue Land shall be responsible and liable to pay such amounts due and payable, if any, by such Allottee to the Promoter.
- 20.8. All costs, charges and expenses incurred in connection with the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter and by the Allottee including stamp duty, registration charges etc. payable in respect of such documents, shall be borne and paid by the Allottee. The Promoter shall not be liable to contribute anything towards such expenses. The Allottee alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents etc.
- 20.9. As and when called upon by the Promoter, the Allottee agrees and undertakes to unconditionally sign and execute necessary forms, applications, undertakings, documents as may be required by the Promoter for admitting the Allottee as the member of the Organisations of Larger Project. The Allottee further agrees and undertakes that the Allottee shall do as also cause the Organisation/s of Larger Project to do/ratify, all such necessary acts, deeds, matters and things as may be required by the Promoter from time to time for safeguarding their interest in the said residential buildings/shops and the Sector R5/5th Avenue Land.

- 20.10. It is agreed, confirmed and covenanted by the Allottee that the Allottee shall not be entitled to nor shall he/she/they demand a sub-division or amalgamation of the Sector R5/5th Avenue Land, Project Land or be entitled to any FSI exceeding the FSI used or claim any FSI that may be available now or in future and/or consumed in the said Project.
- 20.11. It is agreed between the Promoter and the Allottee that the Promoter shall be entitled to develop the Sector R5/5th Avenue Land including the Project Land in the manner as the Promoter may desire. The Promoter is retaining full rights for the purpose of providing ingress and/or egress to the Allottee from the Sector R5/5th Avenue Land including the Project Land in the manner deemed fit by the Promoter and the Allottee unequivocally consents/agrees not to raise any objection or dispute regards the same now or any time in the future and the Allottee acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same.
- 20.12. The name of the various projects undertaken on the Larger Land shall be decided by the Promoter alone and shall not be changed at any time.
- 20.13. The Allottee's ownership right is restricted to the Apartment which he/she/they is/are purchasing under this Agreement. Any revenue that may be generated from the ITP or from the various sectors by whatever means such as leases for hoardings, neon signs etc. shall be received by Promoter alone and the Allottee shall not have any rights in respect thereof.
- 20.14. The Promoter has informed the Allottee and the Allottee hereby confirms having been informed and understood that the Promoter will avail of, financial assistance from any persons, bank/s and/or financial institution/s against securitisation of the Sector R5/5th Avenue Land and/or the proposed residential building/s and commercial apartments of Larger Project thereon and/or any receivables therefrom. The security interest created over the Sector R5/5th Avenue Land and the buildings of Project will be released, by the Promoter, at the entire cost and expense of the Promoter, from time to time, but in any event, prior to the Project Completion.
- 20.15. The Promoter alone shall have right to allow and grant any kind of rights to the third person/s in respect of the infra-structures, amenities, facilities and utilities of the ITP on such terms and conditions which Promoter may deem fit and proper and the allottees shall not have any right to interfere with and/or object to the same.
- 20.16. If the Allottee chooses to avail financial assistance from any bank/financial institution to acquire the Apartment, it shall be the sole obligation and liability of the Allottee to repay and discharge the loan amount and all sums including but not limited to interest, penalties and charges thereon. However, if there is any delay, in payment to the Promoter of any instalment of the consideration, by such bank/financial institution, the same shall be construed a breach and default by the Allottee of this Agreement and the consequences of breach as envisaged in this Agreement shall follow.

21. ALLOTTEE'S COVENANTS

- 21.1. The Allottee, with the intention to bring all persons into whosoever's hands the Apartment may come, hereby covenants with the Promoter as follows:-

- (a) The Allottee represents that he/she/they is/are well aware that the Promoter is developing the buildings/shops in the Project and proposed residential building/s and commercial premises in Subsequent Multiple Phases of Larger Project.
- (b) Any business which causes nuisance to the occupants of the Project including but not limited to beer shop, liquor shops, wine shops, gaming parlours, hookah parlours, pubs etc. shall not be permitted. In case if any Allottee desires to carry out such a business then the Allottee shall procure prior written permission of the Promoter prior to handing over of the Project and pursuant to the handing over of the Project by the organization formed.
- (c) In case if an Association of Apartment owners/condominium is formed then permission of 2/3rd majority of the members have to be obtained. In case if a Co-operative Housing Society is formed then a resolution has to be passed as required under the provisions of Maharashtra Co-operative Society Act.
- (d) The Promoter/Organization as the case may be shall be entitled to deny the application for carrying out such business and shall not be required to provide any reason for such rejection. The decision of the Promoter/Organization shall be final and binding on the Allottee.
- (e) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the Possession Date and shall not do or suffer to be done anything in or to the said residential buildings/shops which may be against the rules, regulations or bye-laws of the Organisation/s of Larger Project or change/alter or make an addition in/to the Apartment or any part thereof and/or the said buildings, without the consent of the Local Authorities, if required.
- (f) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Buildings or storing of which goods is objected to by the concerned Local or other Authority and in case any damage is caused to the Apartment in Project on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (g) To carry out at his/her/their own cost all internal repairs to the Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in/to the Apartment or the said buildings/shops of Project and proposed residential building/s and commercial premises in Subsequent Multiple Phases of Larger Project which may be contrary to the bye-laws of the Organisation/s of Larger Project or the rules and regulations of the concerned Authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned Authority.
- (h) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the said residential buildings/shops and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said residential

- buildings/shop and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parris or other structural members in the Apartment without the prior written permission of the Promoter. However, after the handover to the organisation, the Allottee shall be liable to take the prior written consent of Organisation/s of Larger Project.
- (i) Not to exhibit, inscribe, paint or affix any sign, advertisement, notice on any portion of the buildings of Project and proposed residential building/s of Subsequent Multiple Phases or the Apartment save and except the specified area outside his/her/their Apartment without the prior written consent of Promoter in each instance. A plan of all signage or other lettering proposed to be exhibited, inscribed, painted or affixed shall be prepared by Allottee in conformity with building standard signage requirements and submitted to Promoter for its consent. The Promoter shall have sole discretion to approve or reject the same. All signage or other lettering which has been approved by the Promoter shall thereafter be installed by the Allottee at the specific location/area and within the prescribed dimensions as specified by the Promoter and the said installation shall be done by the Allottee/s at his/her/their sole cost and expense. The Allottee shall not damage or deface the Apartment in installing or removing signage and shall repair any damage to the Apartment/Building caused by such installation or removal.
 - (j) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said buildings of Project/Project Land or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
 - (k) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound of the said buildings/shops of Project/Project Land.
 - (l) Pay to the Promoter within 30 (thirty) days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned Authority for giving water, electricity or any other service connection to the said buildings of Project.
 - (m) To abide the rules and regulations laid down by Township Maintenance Agency.
 - (n) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned Authority, on account of change of user of the Apartment by the Allottee for any purposes other than for the purpose for which it is sold.
 - (o) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assignment or parting with interest etc.
 - (p) The Allottee shall observe and perform all the rules and regulations which the Organisations of Sector R5/5th Avenue Land 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 building/s and the apartment/shops therein and for the observance and performance of the building rules, regulations and bye-laws. The Allottee shall also observe and perform

all the stipulations and conditions laid down by the Organisation/s of Larger Project regarding the occupation and use of the Apartment and the Common Areas and Amenities for Larger Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- (q) Till such time the conveyance of structure of the said residential apartment i.e. buildings and shops in Project and Subsequent Multiple Phases forming a part of the Larger Project is executed and till such time the Common Areas and Amenities of Larger Project is completed in all respects, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said residential buildings/shops or any part thereof to view and examine its state and condition and to pass through the Sector R5/5th Avenue Land for enabling smooth development and completion of Larger Project.
- (r) The Allottee represents that the Allottee undertakes to maintain and operate, at the Allottee's cost and expense, the Sewage Treatment Plant (STP), Rain Water Harvesting System, Fire Fighting System, and any other similar systems located at various locations on Sector R5/5th Avenue Land from the date of handover of operations of buildings(for which the Occupation Certificate is obtained), Common Areas and Amenities and Utilities and Services to the Organization of the Larger Project. This maintenance and operation shall be in conformity with the rules and regulations governing such systems. The Allottee, together with the Organization of the Larger Project, shall indemnify and hold the Promoter/PMRDA harmless from any liability arising out of the non-functioning or legal violations related to the STP, Rain Water Harvesting System, Fire Fighting System, or other systems located on Sector R5/5th Avenue Land.

22. PROMOTER TO MAINTAIN SEPARATE ACCOUNT

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Organisation/s of Sector R5/5th Avenue Land or towards the outgoings, legal charges and other charges and shall utilize the amounts only for the purposes for which they have been received.

23. CONSENT FOR MORTGAGE

The Allottee hereby gives his/her/their express consent to the Promoter to raise any loan against the security by mortgage of the whole or part of the Sector R5/5th Avenue Land, the under construction/constructed buildings in the Project, and to mortgage the same with any bank/s, financial institutions or any other party. This consent is on an express understanding that any charge on the said premises shall be cleared by the Promoter at their expense before the said Apartment is handed over to the Allottee/s.

24. SECURITIZATION OF THE TOTAL CONSIDERATION

The Allottee hereby grants his/her/their irrevocable consent to the Promoter to securitize the Total Consideration and/or part thereof and the amounts receivable by the Promoter hereunder and to assign to the banks/financial Institutions the right to directly receive from the Allottee the Total Consideration and/or part thereof and/or the amounts payable herein.

It is further agreed that any such securitization shall not lead to an increase in the Total Consideration paid by the Allottee for the apartment and any payment made by the Allottee to the Promoter and/or any bank or financial institution nominated by the Promoter in writing, shall be treated as being towards the fulfilment of the obligations of the Allottee under this Agreement to the extent of such payment.

25. CREATION OF THIRD PARTY RIGHTS

25.1 BY THE PROMOTER:

After the Promoter executes this Agreement, the Promoter shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee in the said Apartment.

25.2 BY THE ALLOTTEE:

- (i) The Allottee shall be entitled to transfer his/her/their right under this Agreement to any person or party provided however the Allottee and the new Allottee shall jointly inform the Promoter in respect thereof with a clear covenant on the part of the new Allottee undertaking to adhere to the terms and conditions of this Agreement and also the bye laws of the Organisation. The Allottee shall be entitled to effect such transfer only if the Allottee has till then not defaulted in making any payments payable to the Promoter.
- (ii) However, the Allottee agrees and undertakes to cause the new Allottee to execute/register the deed, document, agreement or writing as may be requested by Promoter to record the transfer as mentioned hereinabove.
- (iii) Stamp duty or other charges as may be applicable on any transfer/addition shall be paid by the transferor/transferee. The Allottee shall indemnify and keep indemnified the Promoter against any action, loss, damage or claim arising against Promoter for non-payment of such stamp duty and requisite charges.
- (iv) The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to the Promoter. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/transfer.

26. REDEVELOPMENT OF THE BUILDINGS IN LARGER PROJECT:

In the event the buildings in the Larger Project to be developed on Sector R5/5th Avenue Land become dilapidated and are required to be demolished and reconstructed, then the redevelopment of the same shall be undertaken on the following terms and conditions:

- (a) The Allottee's right shall be restricted to the FSI consumed for the Apartment;
- (b) Unconsumed balance FSI, additional FSI/paid FSI and any other benefits of all kind of the Project is and shall be the property of Promoter alone, which it can consume anywhere on the Larger Land at the sole discretion of the Promoter;
- (c) If the Allottee needs additional FSI for redevelopment, they may purchase it from the Promoter (if available with it) at the then prevailing rate;
- (d) The redevelopment plan should be approved in writing by the Promoter. If the redevelopment plan is in accordance with the Township policies and does not disturb

elevation of Township and does not affect the rights of the Promoter and other organisations, then the Promoter shall not withhold its permission/approval;

- (e) The redevelopment work will be done by the Promoter at the then actual development and construction costs and terms and conditions agreed between the Promoter and the Organisation;
- (f) If the Promoter is unable to redevelop and thus gives its NOC for allowing any other Promoter to redevelop, then the Allottee may get their Sector redeveloped through any other Promoter without affecting the rights of the Promoter in any manner whatsoever.

27. MISCELLANEOUS

27.1. Provision for separate water supply –

- (a) The Promoter has acquired rights in the land pertaining to S. Nos. 198/3/2, 198/2/1 and 198/2/2 which is adjacent to Pavana River, for Jackwell for supplying water to all Sectors of the Township. The Promoter has further purchased land bearing S. Nos. 27, 28, 29, 30 & 31 for laying water pipe line from the river Pavana to the Township. The said water pipe line is laid down for 3.0 Kilometers for the purpose of providing water supply to the residents of all the present and future Sectors of the said Township. The Promoter shall make necessary arrangements for providing water to the buildings of Phase-I and Subsequent Multiple Phases of Larger Project. However, in case of non-availability of water or insufficient water supply from the Irrigation Department or any other Authority and if the necessary arrangement of water is required to be done from outside sources either through tankers or from any other source, then in such case the allottees shall bear all costs and expenses of water tankers (i.e. cost of transport and water) and the same will be part of common maintenance charges. The allottees and the Organisation/s of Larger Project Land will have to pay the said cost of water supply as maintenance charges. The Promoter shall not be liable to pay any amount towards water charges or towards expenses for procuring water.
- 27.2. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment, the said Larger Land, Sector R5/5th Avenue Land, Project Land or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them. The said buildings of Project, Subsequent Multiple Phases and the Sector R5/5th Avenue Land will remain the property of the Promoter until all the buildings/shops of Project and proposed residential building/s and/or commercial premises forming a part of Subsequent Multiple Phases of Larger Project are transferred to the Organisation/s of Larger Project in the manner set out in this Agreement.
- 27.3. The Allottee confirms that the Allottee has visited and has physically seen the Project Land and is not entering into this Agreement solely on the basis of any advertisement, information, brochure or oral representation concerning the said Apartment or the said Project.
- 27.4. The Allottee hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the said Apartment and the Sector R5/5th Avenue Land, Project

Land and has expressly understood the contents, terms and conditions of the same and the Allottee after being fully satisfied has entered into this Agreement and further agrees not to raise any objection in regard to the same.

27.5. For the purpose of this transaction, the details of PAN of the Promoter and the Allottee are as follows:-

- (i) PROMOTER'S PAN – **AABCI5807K**
- (ii) ALLOTTEE'S PAN - **CBTPB5119D, AJJPB4793R,**

28. WAIVER

28.1. No forbearance, indulgence, relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

28.2. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoter.

29. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with the Schedules and Annexures hereto along with the payments due as stipulated in the payment plan by the Allottee and secondly, appears for registration of this Agreement before the concerned Sub-Registrar as and when intimated by the Promoter. This Agreement shall have a binding obligation upon the Parties only upon the execution and registration of the same.

30. ENTIRE AGREEMENT

This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, brochures, documents and/or arrangement entered into, executed and/or provided, whether oral or written between the Parties in regard to the said Apartment, said buildings or the Project Land.

31. RIGHT TO AMEND

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

32. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEES OF LARGER PROJECT

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 Projects to be put up on the Larger Project Land and the township shall equally be applicable to and enforceable against any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

33. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable Laws, such provisions of this Agreement shall be deemed to be amended or deleted in so far as they are inconsistent with the purpose of this Agreement and to the extent necessary to conform to 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.

34. 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 allottees in the Project, the same shall in proportion to the Carpet Area of the Apartment bears to the total Carpet Area of all the Apartments in the said Project.

35. FURTHER ASSURANCES

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

36. NOTICES

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

Name of Allottee: **1. MR. SOHEL SIKANDAR BHALDAR**

2. MR. SIKANDAR BABALAL BHALDAR

(Allottee Address): A103, GRANDURA SOCIETY, BANER ROAD, NEAR BATA SHOWROOM, BANER, PUNE - 411045. MAHARASHTRA.

Notified Email ID: sohelbhalдар98@gmail.com

KOLTE-PATIL INTEGRATED TOWNSHIPS LIMITED

Registered Office: Survey No. 74, Marunji-Hinjewadi-Marunji-Kasarsai Road, Taluka Mulshi, District Pune-411057.

Notified Email ID: info@liferepublic.in

- 36.2. It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.
- 36.3. In case there are Joint allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the allottees.

37. INDEMNITY

The Allottee hereby covenants with the Promoter to pay from time to time and at all times the amounts which the Allottee is liable to pay under this Agreement and to indemnify and keep indemnified the Promoter and its agents and representatives, at all times against any expenditure, loss or expense arising from any claim, damages, claims, suits, proceedings, expenses, charges that the Promoter may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement and/or on account of unauthorised alteration, repairs or wrongful use etc. to the said Premises, including the amount expended on litigation in enforcing rights herein and/or on account of or occasioned by any accident or injury to the Allottee or his/her/their representatives or any person/s visiting the Allottee or his/her/their family, guests or visitors or staff, or all persons claiming through or under the Allottee, before or after taking possession of the said premises and during the occupation, use and enjoyment of the said buildings in Project, the Project Land, Sector R5/5th Avenue Land and the Common Areas and Amenities.

38. GOVERNING LAW

The rights and obligations of the Parties under this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune courts will have the jurisdiction for this Agreement.

39. JURISDICTION

The appropriate Authority/Courts at Pune, as applicable, will have jurisdiction in the matter.

- 40. DISPUTE RESOLUTION:** - Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

41. STAMP DUTY AND REGISTRATION CHARGES

- 41.1. The full ad-valorem stamp duty in accordance with the Maharashtra Stamp Act, 1958 and the full registration charges in accordance with the Indian Registration Act, 1908, of and incidental to this Agreement shall be borne and paid by the Allottee alone in full.

- 41.2. The Allottee shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Apartment including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee's account.
- 41.3. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall be at liberty to serve a notice to the Allottee for rectifying the default, which if not rectified within a period of 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

FIRST SCHEDULE

(Larger Land)

All that piece and parcel of land bearing Survey Nos. New 86 [Old S.Nos. 78/1 part, 80 part, 81/1/A part , 81/1B ,81/2, 82/1 part , 82/2 ,82/3, 83 part, 86, 107/1 ,107/2 part , 110/1A part, 110/2 part, 110/1/B part , 111/1A/1 part , 111/1A/2 part, 111/1B part, 111/2 part , 112/1 part , 113/1A/1 part, 113/1A/1B/1 part, 113/1A/1B , 113/2 ,113/1A/2, 113/1B, 114/1 part, 114/2, 115/1part, 117 part, 118/1 part, 120/3, 121 part, 122, 123], New 74/B [old S.No. 74/2, 74/3, 74/9/2], 74/7(Part), 74/8, 74/9/1(Part), 78/1Part, 80 part, 81/1/A part, 82/1 part, 83Part, 85/1 , 102/1 , 107/2 part, 110/1/B part, 111/1A/1 part, 111/1A/2 part, 111/1B part, 111/2 part, 113/1A/1 part, 113/1A/1B/1 part, 115/1part, 117 part, 118/1 part, 121 part, 77/1(Part), 77/2, 78/1(part), 80/1(Part), 83/2(Part), 90/7/1, 90/9, 90/10, 91/1(Part), 91/2, 91/3, 91/4, 91/5, 91/6, 91/7(Part), 91/8, 91/9, 92/1A (Part), 92/2A (Part), 92/3, 92/4, 92/5, 92/6(Part), 92/7, 92/8(Part), 93 (part), 95, 96/1/1(Part), 96/1/2(Part), 96/1/3, 96/2/1, 96/2/2(Part), 96/3(Part), 96/4(Part), 96/5/2(Part), 98(Part), 98/2, 100/1/1, 100/1/2, 100/2, 101(Part), 112/1(Part), 112/2, 114/1(Part), 119, 120/1, 120/2, 120/4/1, 120/4/2, 124/1/1, 124/1/2, 124/2, 125/1, 126/1(Part), 126/2, 127/1/1, 127/1/2(Part), 99/1/2(Part), 113/1A/1B/1B(Part), 131/8(Part), 131/9, 131/10, 102/2(Part), 126/2/1, 73/9, 87/2, 129/2/1, 130/2/2 (Part), 130/3/1 (Part), 92/7/1 (Part), 92/8/1 (Part), 96/1/1 (Part), 96/1/2/1 (Part), 96/1/3 (Part), 92/96/1/B/1, 24/3, 24/5, 25/1, 25/2, 26/1, 26/2, 26/4, 26/5, 26/6, 27/1, 27/3(Part), 69/1, 69/2/1, 69/2/2, 69/2/3, 69/2/4, 69/2/5, 69/2/6, 69/2/7, 69/2/8, 71(Part), collectively admeasuring 1657477 Sq. Mtrs. lying, being and situated at Mouze Jambe, Nere & Marunji respectively, Tal. Mulshi, Dist. Pune.

SECOND SCHEDULE

(Sector R5/5th Avenue Land)

All that piece and parcel of the property i.e. Sector R5/5th Avenue being developed on the part of the Larger Land described in the First Schedule written herein above admeasuring in aggregate 25276.77 Sq.Mtrs. out of Survey Nos. New 86 Part [Old Survey Nos. 118/1 Part, 120/3 Part, 121 Part], 118/1 Part, 120/1 Part, 120/2 Part , 121 part lying, being and situated at Village Jambe, Taluka Mulshi, Pune which is shown on the plan annexed hereto by red colour boundary line and bounded as under-

On or towards East - 24 Meter Internal Road and Township Green;
On or towards West - Irrigation Canal and Sector R9;
On or towards North - 18 Meter Internal Road and Sector R8;
On or towards South - Sector R4 and 18 Meter Internal Road.

THIRD SCHEDULE

(Life Republic Sector R5/5th Avenue-Canvas/Phase-I/Project Land)

Portion of the land described in the Second Schedule hereinabove written, which portion admeasures 8756.31 Sq.Mtrs. and is shown in green colour boundary line on the sanctioned plan annexed hereto.

FOURTH SCHEDULE

(Apartment)

Apartment i.e. FLAT bearing **No. 507** on the **FIFTH floor** of the building known as **B** having carpet area admeasuring **114.18 sq. mtrs.**, Other areas which are beyond the Carpet Area consisting of 1] Balcony admeasuring **20.70 sq. mtrs.** together with the exclusive right to use **One stack** covered parking space bearing no. C-419, C-420 located at Upper ground floor, admeasuring 134.55 Sq.ft. i.e. 12.50 sq. mtr, having 16'5" ft.i.e 5.00 mtr. Length x 8'3" ft. i.e. 2.50 mtr. Breadth x 12'10" ft. i.e. 3.90 mtr. Vertical, as allotted by the Promoter in Project known as '**Life Republic Sector R5/5thAvenue –Canvas/Phase-I**' which is being constructed on the portion of property described in the Second Schedule written hereinabove, and which is shown on the plan annexed hereto by red colour boundary line, and also together with right to enjoy all the common amenities and facilities for **SECTOR R5/5TH AVENUE LAND**.

FIFTH SCHEDULE
(said Consideration)

Sr. No.	Milestone	Amount	%
1.	At the time of booking	1361354/-	9.90%
2.	On Registration within 30 days of booking	1388856/-	10.10%
3.	On Completion of Excavation or 60 Days from Booking whichever is earlier	1375105/-	10.00%
4.	On Completion of Foundation or 90 days from booking whichever is earlier	1375105/-	10.00%
5.	On Completion of Plinth Beam	687552/-	5.00%
6.	On Completion of 1st Slab	687552/-	5.00%
7.	On Completion of 5th Slab	687552/-	5.00%
8.	On Completion of 10th Slab	687552/-	5.00%
9.	On Completion of 15th Slab	687552/-	5.00%
10.	On Completion of 20th Slab	687552/-	5.00%
11.	On Completion of 25th Slab	687552/-	5.00%
12.	On Completion of 30th Slab	687552/-	5.00%
13.	On Completion of Terrace Slab	687552/-	5.00%
14.	On Completion of Internal Plaster	687552/-	5.00%
15.	On Completion of Flat Flooring Work	687552/-	5.00%
16.	At the time of possession	687556/-	5.00%
	Total Consideration	13751048/-	

RECEIPT

RECEIVED from the Allottee a total sum of **Rs. 748024/- (Rupees Seven Lakhs Forty Eight Thousand Twenty Four Only)** being the Earnest Money payable by the Allottee to us on or before the execution of these presents in respect of sale of the said Apartment.

S. No.		Ch. Amt.	Ch. No.	Ch. Date	Bank
1	Rs.	90476/-	UPI	11.11.2024	HDFC BANK LTD.
2	Rs.	597076/-	000007	26.11.2024	HDFC BANK LTD.
3	Rs.	60472/-	000009	26.11.2024	HDFC BANK LTD.
	Rs.	748024/-	Total Received Amount		

WE SAY RECEIVED
KOLTE-PATIL INTEGRATED TOWNSHIPS LIMITED

(Authorized Signatory)

IN WITNESS WHEREOF parties to this **Agreement** have set and subscribed their respective hand and seal on the day and year hereinabove first mentioned. (Agreement)

SIGNED SEALED AND DELIVERED

By the withinnamed “PROMOTER”

KOLTE-PATIL INTEGRATED TOWNSHIPS LIMITED

Through the hands of its Authorized Signatory

Mr. Nelson Misquith

authorized vide Board Resolution

dated 19th October 2011

PROMOTER

SIGNED SEALED AND DELIVERED

By the within named “ALLOTTEE/S”

1. MR. SOHEL SIKANDAR BHALDAR

2. MR. SIKANDAR BABALAL BHALDAR

ALLOTTEE/S

IN THE PRESENCE OF:

1.

2.