

**AGREEMENT FOR LEASE**

ARTICLES OF AGREEMENT made at Pune this \_\_\_\_\_ day of \_\_\_\_\_ in the Christian Year Two Thousand and Twelve BETWEEN MARVELEDGE REALTORS PRIVATE LIMITED, a company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 301-302, Jewel Towers, Lane No.5, Koregaon Park, Pune 411001, by the hand of one of its Directors, SHRI. VISHWAJEET SUBHASH JHAVAR, duly authorized in that behalf, hereinafter referred to as "the Lessor" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Company and its successors-in-interest) of the First Part

AND

1 \_\_\_\_\_

2 \_\_\_\_\_

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

AND WHEREAS Lessor herein is absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of contiguous block of land or ground admeasuring 41,952.84 sq.mtrs. comprised of portions admeasuring 38,691.44 sq.mtrs. and 1449.40 sq.mtrs. out of the land (admeasuring as per the Revenue Record 41,400 sq.mtrs) bearing Survey No.207 Hissa No.1A situate, lying and being at Village Lohegaon and of the land admeasuring 1812 sq.mtrs. bearing Survey No.33 Hissa No.2A/1 situate, lying and being at Village Vadgaonsheri and which lands are situate, lying and being within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Municipal Corporation of Pune; the said contiguous block is more particularly described in the First Schedule hereunder written and hereinafter referred to as "the said Land";

AND WHEREAS the provisions of the Urban Land (Ceiling & Regulation) Repeal Act, 1999 apply to the said Land;

AND WHEREAS the Lessor proposes to construct a Commercial Building on the said Land containing Shops/ Offices/Commercial Premises/ Units/ Hotels/ Guest Houses/ Service Apartments/ Restaurants/ Food Courts/ Event Places / Retail Outlets/ Spas/ Swimming Pools/ Skywalks/ Skygardens/ Meeting Rooms/ Conference Rooms/ Club House Facilities and to grant lease / Licence of such Shops/ Offices/ Units/ Hotels/ Guest Houses/ Service Apartments/ Restaurants/ Food Courts/ Event Places / Retail Outlets/ Spas/ Swimming Pools/ Skywalks/ Skygardens/ Meeting Rooms/ Conference Rooms/ Club House Facilities to Lessees / Licensees thereof;

AND WHEREAS the Lessor has applied for and obtained sanction of the Municipal Corporation of Pune (vide its Commencement Certificate dated 24.03.2009 bearing No. DPO/SEC V /0646/08) of a Building layout (hereinafter referred to as "the said Building Layout") containing Shops/Offices/Commercial units in respect of the said Commercial Complex to be constructed on the said Land;

AND WHEREAS the Lessor has applied for and obtained sanction of the Municipal Corporation of Pune (vide its Commencement Certificate dated 25.03.2009 bearing No. CC/3779/08) for the building plans and specifications in respect of the construction of the said Commercial Complex to be known as "MARVEL EDGE" consisting of Shops/Offices/ Commercial Premises/ Units to be constructed on the said Land;

AND WHEREAS the Lessor applied for and has obtained permission of the Collector vide his Order dated 28.01.2010 bearing No. N.A/SR/722/2009 for conversion of the user of the said Land to non-agricultural under the provisions of Section 44 of the Maharashtra Land Revenue Code, 1966;

AND WHEREAS the Lessee / s has have agreed to acquire Lease for a period of 999 Years of the following, that is to say:-

(a) The Shop/Office premises/Unit admeasuring \_\_\_\_\_ sq. mtrs carpet area equivalent to \_\_\_\_\_ sq. mtrs built-up area bearing No. \_\_\_\_\_, situate on the \_\_\_\_\_ Floor of Wing "\_\_\_\_" of the Commercial Complex to be known as "**MARVEL EDGE**" to be constructed by the Lessor on the said Land.

(b) An \_\_\_\_\_% share (represented by carpet area of \_\_\_\_\_ sq. mtrs. equivalent to \_\_\_\_\_ sq. mtrs. built-up area) in the Internal Passage/s, Toilet Blocks, Pantry Area and space for Air Handling Unit and which Passage/s, Toilet Block and Pantry Area shall be exclusive / dedicated for the joint benefit / user of the remaining Shops / Offices / Units situate on the same Floor of the said Wing "\_\_\_\_" of the Commercial Complex to be known as "**MARVEL EDGE**".

(c) The Open Terrace at Eye-Level having carpet area of \_\_\_\_\_ sq. mtrs equivalent to \_\_\_\_\_ sq. mtrs built-up area appurtenant to the said Shop/Office premises/Unit bearing No. "\_\_\_\_\_".

(d) An undivided share in the said Land and the lease of which undivided share shall be deemed to be appurtenant to the Leasehold rights of the said Unit– such undivided share shall be proportionate to the carpet area of the said Shop/Office Premises/Unit in relation to the aggregate carpets area of all the Shops/Commercial Premises/Units in the said Commercial Complex.

Together with the exclusive right to use \_\_\_\_ numbers of Covered Car-Parking Spaces and exclusive right to use \_\_\_\_\_ numbers of stack Car-Parking Spaces in any "Parking Zone" identified / earmarked by the Lessor in "**MARVEL EDGE**". The said Shop/Office premises/Unit bearing No. \_\_\_\_\_ is more particularly described in the Second Schedule hereunder written and the same together with the said share in the said Internal Passage/s, Toilet Blocks, Pantry Area and space for Air Handling Unit and further together with the said open Terrace at eye-level appurtenant thereto is hereinafter referred to as "the said Unit".

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

- 1) The Lessor hereby agrees to grant lease of the said Unit more particularly described in the Second Schedule hereunder written together with lease of the said undivided share in the said Land to the Lessee/s and the Lessee/s hereby agreed to acquire the same from the Lessor for a period of 999 years commencing from the date the said Unit is ready for use and occupation and the Lessor having intimated in writing to the Lessee of the fact. In consideration of the Lessor agreeing to grant such lease of the said Unit together with lease of the said undivided share in the said Land in his/her/their favour, the Lessee/s has agreed to make payment of a premium of Rs. \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **Only**) to the

Lessor as mentioned in Third schedule herein below. The said sum is hereinafter referred to as "the said Premium".

- 2) The Lessor is proceeding with the construction work of the said Commercial Complex to be known as "MARVEL EDGE" on the said Land more particularly described in the First Schedule hereunder written.
- 3) The said Commercial Complex to be constructed by the Lessor on the said Land shall be constructed by the Lessor in accordance with the plans sanctioned by the Municipal Corporation of Pune and which the Lessee/s has/have seen and approved.
- 4) The Lessee/s hereby declare/s that before execution of this Agreement, the Lessor has made full and complete disclosure and the Lessee/s has/have taken full and free inspection of, inter-alia, the following:
  - a) All the plans sanctioned by the Municipal Corporation of Pune in respect of the said Commercial Complex proposed to be constructed on the said Land and the specifications thereof.
  - b) Nature and particulars of fixtures, fittings, and amenities to be provided in the Unit hereby agreed to be leased.
  - c) All the particulars of design and materials to be used in the construction of the said Unit hereby agreed to be leased.
  - d) The various amounts that are to be paid, inter alia, towards the ground rent, revenue assessment maintenance charges, municipal and other taxes as are applicable for the time being in force.
  - e) The Common Areas and Facilities of the said Commercial Complex.
- 5) The Lessee/s hereby declare/s that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Lessor, the Lessee/s, with full knowledge thereof, has/have entered into this Agreement.

6) The Lessor declares that:

- (a) The said Unit shall be constructed in accordance with the plans and specifications approved and sanctioned by the Municipal Corporation of Pune.
- (b) Possession of the said Unit agreed to be leased by the Lessee/s shall be handed over to the Lessee/s by the Lessor on or before **31.12.2013** provided that the Lessee/s shall have made payment of the installments towards the said Premium and other charges / deposit/s as mentioned in Clauses 24 to 29 herein below as agreed upon without delay at the times stipulated for payment therefor.
- (c) The carpet area of the said Unit shall be subject to a variation of 3%.

7) The said Unit hereby agreed to be leased is intended and shall be used for permissible commercial purposes only and the Lessee/s undertake/s that the said Unit shall not be used by the Lessee/s for any other purpose whatsoever.

8) Before execution hereof, the Lessor has furnished the Lessee/s with copies of all relevant documents pertaining to the said Land as also the copy of the Certificate of Title dated 16.07.2010 issued by M/s. Rajiv Patel & Associates, Pune in respect of the said Land and the Lessee/s has / have entered into these presents after perusing the aforesaid documents and Certificate of Title. Before execution hereof, the Lessee/s has/have, independently of the Lessor, had the title of the Lessor to the said Unit investigated and the Lessee/s has/have satisfied himself/herself/themselves that the same is free, clear and marketable. In the circumstances, the Lessee/s shall not here after be entitled to raise any requisitions on the title of the Lessor to the said Unit and/or to the said Land.

9) As mentioned above, the Lessee/s has/have agreed to acquire Lease of the said Unit at or for the mutually agreed Premium of  
**Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_)**

\_\_\_\_\_**Only**). The said Premium does not include expenses for Stamp Duty, Registration Fees and Charges, Value Addition Tax, Service Tax and the amounts specified in Clauses 24 to 29 herein below. The Lessee/s shall make payment of the instalments towards the said Premium by Cheques/ Demand Drafts / Bank Pay Orders drawn /issued on/in favour of "AXIS BANK A/C MARVELEDGE REALTORS PRIVATE LIMITED A/C No.910020019912941" according to the Schedule of Payments set out in the Third Schedule hereunder written. It is hereby clarified that the Lessor shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Wing in which the said Unit is housed and of the said Unit itself and the Lessor shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the Third Schedule hereunder written and to demand from the Lessee/s the aggregate of the installments towards the said Premium mentioned in the Third Schedule hereunder written to be paid on completion of such stages of construction/Items of Work. The Lessee/s shall make payment of all instalments towards the said Premium by Demand Drafts, Bank Pay Orders or by local Cheques drawn in favour of "AXIS BANK A/C MARVELEDGE REALTORS PRIVATE LIMITED A/C No.910020019912941". If the Lessee/s makes payment of any of such installments by way of Out-station Cheques, then in such event, the date of payment of the amount represented by such Cheques shall be the date when such amount is credited in the account of the Lessor after deducting therefrom the amount of commission charged for clearance of any such Cheques by the Bank to the Lessor. Before taking the possession of the said Unit, the Lessee/s shall make payment to the Lessor of Legal Charges, MSEDCL Charges, Maintenance Charges and other charges as mentioned in Clause Nos. 24 to 29 herein below.

- 10)** The Unit, Leasehold rights whereof have been agreed to be acquired by the Lessee/s herein, shall be provided with the amenities and shall be built as per the specifications which are set out in the Fourth Schedule hereunder written.

**11)** Without prejudice to the generality of all rights held/vested/retained by the Lessor as the Owner of the said Land and the structure/s thereon the Lessee/s hereby agree/s and confirm/s that the Lessor shall be entitled to exercise the powers and authorities set out below as if the Lessee/s had given written prior consent to the Lessor. The Lessee/s hereby confirms that:

- a) The Lessor shall be entitled to consume such F.A.R. as may be available in respect of the said Land or any part thereof or consume F.A.R. which may be procured by the Lessor by way of Transfer of Development Rights ("TDR") or additional FAR which may become available for carrying out construction on the said Land on account of any change in the Regulations in force from time to time or otherwise howsoever on the said Land at present or in future and, for the purpose of consuming such balance and/or additional F.A.R., to construct additional floors on the said Commercial Complex as the Lessor may think fit and proper- however, the Lessor shall not be entitled to consume any such F.A.R. by constructing upon any part or portion of the said Land which is shown open and unbuilt upon in the said Building Layout.
- b) After consuming such balance and/or additional F.A.R. by constructing additional floor/s containing Units, the Lessor shall be entitled to grant lease/licence such Units for such permissible user as the Lessor may think fit and proper to any person or persons for such premium/consideration as the Lessor may in its absolute discretion deem fit.
- c) The Lessor shall also be entitled to consume (by way of constructing additional floor/s only as stated above) additional F.A.R. and/or balance available under applicable Building Rules or by any special concession being granted by the Municipal Corporation of Pune or any other authorities including the F.A.R. available in lieu of road widening, set back, reservation etc.



- d) The Lessor shall be entitled to revise the Building Layout and Building Plans of the said Commercial Complex to be constructed by it on the said Land without being required to take the consent of the Lessee/s provided however that such changes shall not change the elevation of the said Commercial Complex and/or the overall ambience and character thereof and/or reduce the said Common Areas and Facilities.

The Lessee/s herein shall not raise any objection on any ground to the Lessor's rights reserved herein.

- 12)** The Lessee/s shall not be allowed to make use of the overhead terraces of the said Commercial Complex.

- 13)** The Common Areas and Facilities of the said Commercial Complex shall be as under:-

- a) 32 High-Speed Elevators
- b) Fire & regular staircase in each core + 1 in Wing A + 1 in Wing C
- c) Central Landscaped Courtyard
- d) Outdoor Landscaped Area
- e) Double Heighted Grand Entrance Lobbies
- f) Elevator Lobbies
- g) Common complex office
- h) 2 Triple Heighted Sky Gardens on the 5Th Floor
- i) Electrical distribution room
- j) Under ground water tank
- k) Pump Room
- l) S.T.P tank & plant room
- m) Driver toilet
- n) Space for chiller plant
- o) Space for cooling tower
- p) Space for building management system
- q) D.G room
- r) Space for mechanical ventilation fan
- s) Open space (as marked in approved plan) with club house if any
- t) Space for electric substation

- u) Overhead water tank
- v) Security Cabin

**14)** The Lessor shall be entitled to retain with itself or grant the exclusive right to use, occupy and enjoy all or any of the terraces (save and except the terrace, if any, forming part of the said Unit) in the said Commercial Complex to be constructed by the Lessor on the said Land to one or more of the Lessees of the Units therein. The Lessor shall also be entitled to grant the exclusive right of user of any internal passage in any Wing of the said Commercial Complex to one or more of Lessees of Units in such Wing. The Lessor shall also be entitled to grant such exclusive use, occupation and enjoyment of any part of the said Land which remains un-built upon to one or more of the Lessees of units to be used as a garden or sit-out or for any other permissible user. The Lessor shall also be entitled to grant the exclusive right of user of the parking spaces under the basements of the said Commercial Complex and other parking spaces proposed to be constructed by it on the said Land to the Lessees of Units in the said Complex. However, the Lessor shall not be entitled to and shall not grant the exclusive right of user of any part or portion of the said Common Areas and Facilities of the said Commercial Complex.

**15)** The Lessor reserves the right to put up/ erect any Hoardings/ Neon Light Hoardings or Signages or any other Signage on the overhead terraces of the said Commercial Complex and the Lessor shall be entitled to grant the right to put up such Hoardings/ Signages to any person or party on such terms and conditions and for such remuneration as the Lessor deems fit and proper.

**16)** The said Commercial Complex may contain Hotels/ Guest Houses/ Service Apartments/ Restaurants/ Food Courts/ Event Places / Retail Outlets/ Spas/ Swimming Pools/ Skywalks/ Skygardens/ Meeting Rooms/ Conference Rooms/ Club House Facilities and other areas/ premises earmarked for any specialized user and permissible in law. The Lessor shall be fully entitled to retain ownership, management and control of any such Hotels/ Guest Houses/ Service Apartments/ Restaurants/ Food Courts/ Event Places / Retail Outlets/ Spas/ Swimming Pools/ Skywalks/ Skygardens/ Meeting Rooms/ Conference Rooms/ Club House Facilities

and other areas/ premises earmarked for any specialized user or the Lessor shall be fully entitled to grant lease or licence (on such terms and conditions and for such period as the Lessor deems fit and proper) of any such Hotels/ Guest Houses/ Service Apartments/ Restaurants/ Food Courts/ Event Places / Retail Outlets/ Spas/ Swimming Pools/ Skywalks/ Skygardens/ Meeting Rooms/ Conference Rooms/ Club House Facilities and other areas/ premises earmarked for any specialized user and to receive and appropriate the consideration/ premium/ lease rent/ licence fee received from any lessee/tenant/licencee.

**17)** To preserve ambience, hygiene, efficient control and management of the Common Areas and Facilities, the Lessor shall be entitled to frame Rules pertaining to the user of the Units themselves and also pertaining to the Common Areas and Facilities and Limited/ Restricted Areas and Facilities of the said Commercial Complex. Such Rules may be in the form of an "User Manual". Such Rules, when framed by the Lessor, shall be deemed to be part and parcel of these presents and the Deed of Lease to be executed in pursuance hereof and shall bind the Lessee/s herein as if the same were contractual conditions agreed upon between the Lessor and the Lessee/s.

**18)** It is agreed between the parties hereto that if the Lessor fails to give possession of the said Unit complete in all respects in accordance with the terms of this Agreement on the date mentioned in Clause 6(b) hereinabove, the Lessor shall be entitled to a "grace period" of six months beyond the said stipulated period in so completing and handing over possession of the said Unit. If, despite expiry of the said "Grace Period", the Lessor fails to so complete the said Unit and hand over possession thereof to the Lessee/s, the Lessee/s shall have option to rescind these presents and to receive all amounts paid by the Lessee/s towards the said Premium to the Lessor upto the date of such rescission together with interest thereon @ 9 percent per annum. Provided however, that the Lessor shall be entitled to a reasonable extension of time for giving delivery of the Unit by the aforesaid date, if the completion of the Wing in which the Unit is to be housed is delayed on account of:

- i) War, Civil Commotion or Act of God.
- ii) Any delay on the part of the Municipal Corporation of Pune or any other Public Body or Authority, including the M.S.E.D.C.L, in issuing or granting necessary Certificates / Noc's / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Complex under construction by the Lessor on the said Land.
- iii) Force-majeure Causes or other reasons beyond the control of the Lessor
- iv) Any additional work in the said Unit undertaken by the Lessor at the instance of the Lessee/s.
- v) Any Delay or default by the Lessee/s in making payments as per terms and conditions of this Agreement (without prejudice to the right of the Lessor to terminate this agreement under Clause 19 mentioned herein below).

The Lessee/s shall take possession of the said Unit within seven days of the Lessor intimating to the Lessee/s that the said Unit is ready for use and occupation and, in that behalf, comply with all necessary legal formalities. The Lessee/s shall not, without the prior written consent of the Lessor, carry out any alterations of whatsoever nature in the said Unit or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. The Lessee/s shall also not chisel or cause damage to the columns, beams, walls, slabs, R.C.C. members and other structural members or damage the water proofing of the flooring of the said Unit. Lessee/s shall be liable to pay all costs and damages towards restoration, repairs etc. arising from such unauthorized works. The Lessee/s shall take possession of the said Unit after inspecting the same and satisfying itself / herself / themselves that the same has been constructed in accordance with the Building Plans in respect thereof and that the same has been provided with the Amenities agreed upon and that the quality of the workmanship and material used is

of the requisite quality. The Lessor shall not be obliged to entertain any complaint or claim made by the Lessee/s in respect of the said Unit after possession thereof has been handed over to the Lessee/s.

**19)** The Lessee/s hereby agree/s to pay all amounts due and payable under this Agreement on the stipulated dates. It is hereby agreed that the time for payment is the essence of the contract. It is hereby expressly agreed that if, for any reason whatsoever, the Lessee/s fail/s or delay/s to make payment of any of the said dues within a period of twenty days from the date of receipt of written intimation by the Lessor on the dates stipulated therefor, then in that event, the Lessor shall have an option either to terminate these presents or to accept interest from the Lessee/s @ 18% per annum on such unpaid/delayed amount from the time the same became payable. If the Lessor exercises its said option to terminate these presents on the ground mentioned above and does so terminate the same, it shall repay to the Lessee/s all amounts towards the agreed Premium paid to it (save and except a sum of Rs. 5,00,000/- Rupees Five Lacs Only which shall stand forfeited) by the Lessee/s without interest. In such event, the Lessee/s / s shall only have a money claim simpliciter on the Lessor for refund of all such amounts due to the Lessee/s / s from the Lessor. The Lessor shall be fully entitled to deal with and dispose off the said Unit in such manner as the Lessor deems fit and proper without recourse or reference to the Lessee/s. Further, the Lessor shall be liable to make such refund only after the Lessor has agreed to grant lease of the said Unit and after the Lessor has received monies due from any such new prospective Lessees of the said Unit.

**20)** The Lessor shall be entitled to terminate the Lease of the said Unit granted to the Lessee/s only in the event of the Lessee/s committing a breach of the terms and conditions set out in Clause 19 above and the corresponding terms and conditions of the Deed of Lease to be executed in pursuance hereof. The Lessor shall be obliged to give One Month's written Notice to the Lessee/s of the Lessor's intention to so terminate the said Lease. Such Notice shall set out the breach on the part of the Lessee/s complained of. If the Lessee/s remedies such breach within the said period of Thirty Days, the Lessor shall not be entitled to terminate

the said Lease. In the event of such termination of the said Lease by the Lessor, the Lessor shall be fully entitled to deal with and dispose off the said Unit as its deem fit and proper without reference or recourse to the Lessee/s.

**21)** Commencing a week after Notice in writing is given by the Lessor to the Lessee/s that the said Unit is ready for use and occupation, the Lessee/s agree/s and bind/s himself/herself/themselves to pay a proportionate share as may be determined by the Lessor of all the outgoings in respect of the said Land and the said Commercial Complex thereon including all the government rates, taxes and charges and collector/s bills, common electricity and water charges, insurance of common facilities/installations, watchman and sweepers, wages, sanitation, addition and alteration, oil painting, colour washing, repairs etc. more particularly and specifically mentioned in the Fifth Schedule hereunder written and all other outgoings and expenses of and incidental to the management and maintenance of the said Land and building thereon. The Lessee/s shall indemnify and keep indemnified the Lessor against the aforesaid taxes and other payments and expenses. If, on account of failure on the part of the Lessee/s and Lessee/ss of any Units to pay such proportionate share, any concerned authorities take any action for recovery of the same, the Lessor shall not be liable or responsible for any loss or damage which may be suffered by the Lessee/s on account of the said action. Commencing from the aforesaid date, the Lessee/s shall be bound and liable to pay to the Lessor regularly and punctually all contributions and other amounts to be paid by the Lessee/s to the Lessor under this Agreement and the Lessee/s shall not withhold any such payment to the Lessor. The Lessee/s shall be liable to make payment of interest at the rate of 18% per annum on any such contributions liable to be made by him/her/them from the date the same became payable up to payment thereof. However, if the Lessor in its absolute discretion so desires, it shall be entitled to entrust the management of the said Land and the Commercial Complex thereon to the Company or other entity referred to in Clause 23 hereinbelow for looking after maintenance and management thereof only including collection and disbursement of contributions from the Lessees of Units in the said Complex towards payment of outgoing and expenses referred to herein, then in such event, the Lessor shall not be under any obligation or

liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment therefor or any matter concerning maintenance or management of the said Land and the said Commercial Complex thereon and liabilities in that behalf shall be that of such Company/other entity. In the event of the management being entrusted as provided hereinabove, the right so granted to any such Company/other entity shall extend only to manage the said Land and the said Commercial Complex standing thereon and the common areas thereof etc. and pay the outgoings. The entrustment of the management as aforesaid shall not affect the rights of the Lessor provided under this Agreement, nor shall such an act on the part of the Lessor be deemed to be a waiver of the rights of the Lessor under this Agreement.

**22)** The Lessee/s is/are aware that the Lessor shall be collecting and disbursing the maintenance, Municipal taxes and all other outgoings in respect of the said Land as also the common expenses of maintenance and management of the said Land and the said Commercial Complex thereon until such time as the said Land and the said Commercial Complex thereon are entrusted to such company/other entity as mentioned in the next succeeding clause for and on behalf of the Lessees of all Units and it shall be the paramount responsibility and obligation of the Lessee/s to pay all the outgoings regularly. In the event of default being committed by the Lessee/s herein or any of the Lessee/s of any other Units in the said Commercial Complex, the Lessor shall not be bound to pay the outgoings for and on behalf of such defaulting person and in the event of any essential supply being disconnected, the Lessor shall not be held responsible for the same.

**23)** If the Lessor so opts to do so, the Lessor shall hand over the Maintenance, Management, Supervision and overall control of the Common Areas and Facilities of "MARVEL EDGE" to a company or other entity held / controlled by the Lessor and / or its nominees on such terms and conditions and for such period as the Lessor deems fit in its sole discretion. Such Company or other entity is hereinafter referred to as "the MARVEL EDGE MAINTENANCE COMPANY" or "MEMC". The said MEMC shall be charged with the responsibility of looking after the Maintenance,

Management, Supervision and overall control of all the common areas and facilities of "MARVEL EDGE" and, correspondingly, shall be empowered to receive and collect the pro-rata share of each holder of a Unit in "MARVEL EDGE" in the said outgoings and to utilize all such contributions towards the purposes mentioned above.

**24)** The Lessor has created a Simple Mortgage in respect of the said Land and construction to be carried out thereon in favour of the Axis Bank Limited as security for due repayment of certain Project Finance availed of by the Lessor from the said Bank. However, before execution hereof, the Lessor has procured the "NOC" of the said Mortgagee for grant of lease of the said Unit by the Lessor to the Lessee/s herein.

**25)** On or before taking possession of the said Unit, the Lessee/s agree/s to make payment to the Lessor:

- a) **Rs.25,000/- (Rupees Twenty five thousand Only)** to meet legal and other expenses.
- b) **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** being the amount agreed to be paid by the Lessee/s to the Lessor for provision of Electric connection and Meter to the said Unit.

All the above amounts shall be paid/deposited by the Lessee/s by Demand Drafts/ Bank Pay Order/ Cheques drawn/ issued in favour of "AXIS BANK A/C MARVELEDGE REALTORS PRIVATE LIMITED A/C No.910020019912941".

**26)** Before being entitled to receive possession of the said Unit hereby agreed to be leased, the Lessee/s shall make payment to the Lessor of a sum **of Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** being the pro-rata share of the Lessee/s herein in the said fund mentioned below. The Lessor shall deposit the said Amount such other amounts received from the Lessees of other Units in "MARVEL EDGE" in a separate bank account opened for that purpose. The said Amount shall be utilized for the building up of a fund for meeting all expenditure for maintenance/ repair/ improvement of the common areas and facilities of "MARVEL



EDGE". The interest accrued on said Amount and such other amounts received from the Lessees of other Units in "MARVEL EDGE" will be utilized for defraying costs of maintenance, repair and upkeep of the Common Areas and Facilities of the said Commercial Complex. In the event of the interest accrued on the Amount mentioned in this Clause being found at any time to be insufficient for defraying costs of maintenance, repair and upkeep of the Common Areas and Facilities of the said Commercial Complex, then, the Lessee/s herein and the Lessees of other Units in "MARVEL EDGE" shall be obliged to make further contributions towards the same failing which the Lessor shall be entitled to utilize any part of the amounts as mentioned above received by it from the Lessees of units in "MARVEL EDGE" for the said purpose.

**27)** Before being entitled to receive possession of the said Unit, the Lessee/s shall be obliged to pay a sum of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** to the Lessor representing the pro-rata contribution (referred to in clause 21 above) of the Lessee/s of the expenses and outgoings of the Common Areas and Facilities of the said Commercial Complex and of the Limited/ Restricted Areas and Facilities for a period of twenty four months from the date the Lessor intimates the Lessee/s that the said Unit is completed. This amount is independent of and in addition to the deposit referred to in the last preceding Clause.

**28)** Before being entitled to receive possession of the said Unit, the Lessee/s shall be obliged to pay a sum of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** to the Lessor being the amount agreed to be paid by the Lessee/s to the Lessor for the Lessor providing Diesel Generator and Electricity Back-up to the said Unit and to the Common Areas and Facilities/ Limited/ Restricted Areas and Facilities of the said Commercial Complex. In addition to the above, the Lessee/s shall be obliged to make payment of Electricity Charges for electricity drawn from any such Diesel Generator Back-up facility as per the Electric Meter installed for the purpose for the said Unit. If the Lessor provides chilled water for Air-Conditioning from Common Chiller Plants and Systems to the said Unit, the Lessee / s shall be obliged to make payment of charges for any such chilled water consumed by it as per the Meter installed for the said purpose for the said Unit.

**29)** Before being entitled to receive possession of the said Unit, the Lessee/s shall be obliged to deposit a sum of **Rs.1,00,000/- (Rupees One lac only)** with the Lessor. The said sum of **Rs.1,00,000/-** shall be held as an interest free Security Deposit by the Lessor from a period of one year from the date possession of the said Unit is handed over to the Lessee/s. If any damage is caused to any of the Common Areas and Facilities of the said Commercial Complex and/or of the said Wing in which the said Unit is housed due to the carriage/ transport of any items of Furniture/ Fixtures/ Goods to and from the said Unit during the process of the work of interiors being carried out therein or otherwise or if any damage is caused by the workers, labourers of the Lessee/ss while carrying out the work of interiors in the said Unit then the Lessor shall deduct from the said Security Deposit of **Rs.1,00,000/-** an amount sufficient to rectify/ repair any such damage caused and the balance, if any, shall be refunded without interest to the Lessee/s on expiry of the said period of one year.

**30)** Simultaneously with the execution of this Agreement, the Lessee/s has deposited with the Lessor a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) [being 1% of the agreed sale / purchase price of the said Unit] towards payment of Value Added Tax. The said amount shall be paid by the Lessor to the Government as prescribed by Law. Further, the Lessee/s shall be liable to bear and pay Service Tax. The Lessee/s shall make payment of service tax applicable to the said unit as and when it become due and payable at the rate prescribed by Law from time to time to the Promoter who shall thereupon make payment of the same to the Government as prescribed by Law. If, however, at any time hereafter, the rates of such Value Added Tax or Service Tax are increased or decreased by the Government, the amount payable by the Lessee/s to the Lessor under this Clause shall vary accordingly. In addition to the above, the Lessee/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge such as VAT, Service Tax and other Taxes as are or as may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Unit by the Promoter to the Lessee/s before or after taking the possession of the said Unit as and when such taxes, duties etc. become due and such payment shall be

effected within seven days of demand and the Lessee/s shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Promoter, the Lessee/s shall be liable to reimburse the same together with interest accrued thereon to the Promoter and the Lessee/s hereby agree/ agrees to indemnify and keep indemnified the Promoter from or against all loss or damage suffered or incurred by the Promoter as a result of non-payment by the Lessee/s of any such taxes, duties etc.

**31)** The Lessee/s hereby irrevocably consents and authorize/s the Lessor to represent him/her/them it in all matters regarding property tax assessment and reassessment before the Concerned Authorities and all decisions taken by the Lessor in this regard shall be binding on the Lessee/s. The Lessor may, represent the Lessee/s and his/her/their its interest and give consents, NOC's and do all necessary things in all departments of the Office of the Collector of Stamps, Pune, the Municipal Corporation of Pune, the Government of Maharashtra, MS&EDCL, on behalf of the Lessee/s and whatsoever acts done by the Lessor on behalf of the Lessee/s shall stand ratified and confirmed by the Lessee/s and the same shall be binding on the Lessee/s.

**32)** It is hereby clarified that the Lessor herein shall be deemed to be a liasoning agency for applying for all municipal and other amenities and services such as water, electricity, drainage etc. and the Lessor undertakes to comply with all statutory and other requirements of the concerned legal body or authority for the purpose. However, the Lessor shall not be held responsible or liable for any delay or non-performance on the part of any such Municipal and other body or authority or MS&EDCL in providing such amenities, services or facilities to the said Commercial Complex on the said land or to the Unit agreed to be leased hereunder.

**33)** It is hereby expressly agreed that the Lessee/s shall bear the Stamp Duty and Registration Charges payable on this Agreement and on the Deed of Lease of the said Unit and of a undivided share in the said Land executed by the parties pursuant hereto.

**34)** It is hereby clarified and declared that the right of the Lessee/s shall be restricted only to the said Unit agreed to be demised by the Lessor to

him/her/them and to have lawful access to the same from the designated entrance/s Gate/s of "MARVEL EDGE" and, jointly with the Lessees of other Units in 'MARVEL EDGE", to the use of the said Common Ares and Facilities of "MARVEL EDGE".

**35)** The Lessee/s for himself/themselves with intention to bind all persons in to whosoever hand the Unit may come, doth hereby covenant with the Lessor as follows: -

- a) To maintain the Unit at the Lessee/s own cost in good tenantable repair and condition from the date of possession of the Unit is taken and shall not do or suffer to be done anything in or to the said Commercial Complex in which the Unit is housed, staircase or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the Commercial Complex in which the Unit is situate and the Unit itself or any part thereof.
- b) Not to store in the Unit any goods which are of a hazardous, combustible or dangerous nature or are so heavy as to damage the said Commercial Complex in which the Unit is situate or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy goods or furniture to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Commercial Complex in which the Unit is situate including entrances thereto and in case any damage is caused to the said Commercial Complex in which the Unit is situate or the Unit itself on account of negligence or default of the Lessee/s in this behalf, the Lessee/s shall be liable for the consequences of the breach.
- c) To carry out at his/her/their own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Lessor to the Lessee/s and shall not do or suffer to be done anything in or to the said Commercial Complex in which the Unit is situate or the Unit itself which may be

against the rules and regulations and bye laws of the concerned local authority and/or other public authority.

- d) Not to make or cause to be made any addition or alteration of whatsoever nature in or to the Unit or any part thereof, nor any alteration on the elevation and outside colour scheme of the said Commercial Complex in which the Unit is situate and the Lessee/s shall keep the pipelines, sewers, drains in the Unit and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Commercial Complex in which the Unit is situate and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. Partis or other structural members in the Unit without the prior written permission of the Lessor and/or the Society/ Condominium of Apartment Owners/ Company.
- e) Not to hang clothes to dry outside the windows, throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said Land and the said Commercial Complex in which the Unit is housed.
- f) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Lessee/s viz. user for any purposes other than the permissible commercial purpose.
- g) Not to install any Cooling Units/ Air Conditioners in or outside the said Unit without the prior written consent of the Lessor.
- h) Not to lay/ install over the exterior of the said Commercial Complex or the Common Areas thereof such as staircases, landings and ducts etc., grills, chimneys, neon signboards or electronic board/s any Electrical, Telecom Lines or Conduits without the prior written permission of the Lessor.

- i) Not to change the Name Plate provided by the Lessors and fixed to the exterior of the said Unit or on the Main Door thereof without the prior permission of the Lessors.
- j) Not to change the lighting provided in the said Unit or in any of the areas appurtenant thereto in such manner that such change compromises or prejudicially affects the ambience and homogeneity of the façade of the said Commercial Complex.
- k) Not to install any Dish or other Antennae for reception of Radio, Telecom or Television Signals in such manner in the said Unit whereby such Dish or other Antennae projects outside the said Unit or on any part of the exterior of the said Commercial Complex and the said Commercial Complex or any of the Common Areas thereof, including on the terrace thereof without the prior written permission of the Lessor.
- l) Not to install/ erect any Hoardings, Neon Signages or other Signages on the Open Terrace appurtenant to the said Unit.
- m) The Lessee/s shall, at his/her/their costs, insure and keep insured the said Unit at all times throughout the term of the said Lease in the name of the Lessee/s, from loss or damage by fire, flood and other risk and special perils normally insured under Comprehensive Policy with an insurance company in a sum equal to full insurable value thereof from time to time throughout the term.
- n) During the said term, to comply with and observe all the restrictions, stipulations and conditions under any applicable Statute, Rule, Regulation and Bye-Law from time to time of the Government, Planning Authority, or any Public Body or Authority pertaining to use, occupation and enjoyment of the said Unit, including any Environmental Law;

- 36) The Lessee/s shall be entitled to transfer, assign or part with the Lessee/s interest or benefit factor of this Agreement or the Lessee/s leasehold rights in the said Unit or part with the possession of the Unit after the Lessee/s has received possession of the said Unit and after all dues payable by the Lessee/s to the Lessor under this Agreement are fully paid up and only if the Lessee/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement. However the Lessee/s shall be obliged to give atleast fifteen days prior written intimation of any such proposed transfer/assignment to the Lessor and to MEMC. Any such transferee/assignee of the Lessee/s herein shall be bound by the terms of these presents and of the Deed of Lease to be executed in pursuance hereof.
- 37) The Lessor shall comply with all the requirements of the Municipal Corporation of Pune for sanction of water connection/s of the requisite capacity for the said Commercial Complex to be constructed on the said Land. However, the Lessee/s herein has been made expressly aware by the Lessor that till such time as such water connection is procured and sufficient water becomes available for the said Commercial Complex through such water connection, the requirement of water for the said Commercial Complex shall be met from other sources, including procurement of water from Water Tanker Agencies.
- 38) The Lessor may complete the said Commercial Complex in "Phases" in which event even if the Lessor completes a certain part or portion of the said Commercial Complex containing certain Units and hands over possession of such completed Units to the respective lessees thereof, the Lessor shall be fully entitled to carry out the work of construction/ completion of the remaining portion of the said Commercial Complex and the Lessee/s herein and the Lessees of other Units in the said Commercial Complex shall not be entitled to object such work of construction/ completion.
- 39) In the event of the Lessee/s carrying out any items of interior/ finishing work in the said Unit, then in such event, the Lessee/s shall intimate in advance to the Lessor the nature and extent of such interior/ finishing

work intended to be carried out by the Lessee/s and the expected time taken for such completion. The Lessee/s shall ensure that the work of such interior/ finishing is carried out in such manner that the nuisance/ noise and other pollution caused thereby is minimized.

- 40) The Lessor has named the said Commercial Complex as "MARVEL EDGE" and such name shall not be changed at any time hereafter by the Lessee/s herein and the lessees of other Units in the said Commercial Complex.
- 41) The Lessor shall be entitled to grant lease or licence of any portion of the said Land to any Government/ Semi-Government or Local or Municipal Body or Authority or to the M.S.E.D.C.L. or to any Private Party or Parties for setting up any installations for providing services such as electricity, telecommunication services, dish antennae etc. and the Lessee/s herein shall not be entitled to raise any objection to such grant of lease or licence.
- 42) On physical completion of the said Unit and on the Lessee / s making payment of the said Premium in full to the Lessor together with all other dues under the terms of these presents to the Lessor, the Lessor shall execute a Deed of Lease of the said Unit and of the said undivided share in the said Land (which lease of the said undivided share in the said Land shall be deemed to be appurtenant to Lease of the said Unit) in favour of the Lessee in terms and in pursuance hereof and such Deed of Lease shall be duly Registered with the concerned Sub-Registrar, Taluka Haveli, District Pune. The Lessee / s shall join the Lessor in the execution of such Deed of Lease and due Registration thereof within a period of Fifteen Days of the Lessee / s receiving written intimation in that behalf from the Lessor.
- 43) As stated above, any assignee of the Lessee/s and all persons claiming any right or interest in the leasehold rights of the said Unit by, from, through or under the Lessee/s shall be subject and be bound by the terms and conditions of these presents and of the Deed of Lease to be executed hereof.



- 44) The sanctioned Layout in respect of the said Land includes Amenity Space/s HCMTR Road and area under Pune Nagar Road. The Lessor shall be entitled to deal with and treat the said Amenity Space/s HCMTR Road and area under Pune Nagar Road as is permissible under the applicable Building Bye-laws and as per Law.
- 45) The Lessee/s has/have agreed to acquire Lease of the said Unit with knowledge of the fact that the contents of all Brochures / Hoardings / Promotional Literature pertaining to "MARVEL EDGE" are only indicative in nature and the same should not be taken literally by the Lessee/s herein.
- 46) The Lessee/s shall at his/her/their own costs lodge this agreement for Registration with the concerned Sub-Registrar, Pune and forthwith inform the Lessor the Serial Number under which the same is lodged to enable the Lessor to admit execution of the same.
- 47) The Lessee/s hereby declare/s that he/she/they has/have entered into this Agreement after going through the same and with knowledge of the terms and conditions herein contained.
- 48) Any delay or indulgence by the Lessor in enforcing the terms of this Agreement shall not be construed as a waiver on the part of the Lessor of any breach or non-compliance of any of the terms and conditions of this Agreement by the Lessee/s nor shall the same in any manner prejudice the rights of the Lessor hereunder.
- 49) All letters, receipts, and/or notices issued by the Lessor dispatched under Certificate of Posting or R.P.A.D. or by Private Courier to the address of the Lessee/s mentioned hereinabove will be sufficient proof of receipt of the same by the Lessee/s and shall effectually discharge the Lessor. If there is any change in the said address of the Lessee/s, the Lessee/s shall be obliged to intimate in writing of any such change of address to the Lessor, failing which, all letters, receipts and/ or Notices dispatched by the Lessor as aforesaid at the address of the Lessee/s given hereinabove shall be treated/ deemed to have been received by the Lessee/s.
- 50) This Agreement constitutes and is the repository of the entire agreement between the parties hereto relating to the subject matter hereof and

supercedes and cancels all previous agreements, negotiations and representations in respect thereto.

- 51) All dates and periods of time referred to in these presents shall be ascertained in accordance with the Gregorian calendar.
- 52) If any term, condition or provision of these presents or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of these presents and/or the application of such term, condition or provision shall not be affected thereby, and each term, condition and provision shall be valid and enforceable to the fullest extent permitted by law.
- 53) All out of pocket expenses of and incidental to these presents, the Deed of Lease and other writings to be made in pursuance hereof, including Stamp Duty and Registration Charges, shall be borne and paid by the Lessee/s alone and the Lessor shall not be obliged or be called upon to pay the same or contribute any part thereof. The parties hereto shall, however, bear and pay the professional charges of their respective Advocates. It is however clarified that the Stamp Duty and Registration Charges payable in respect of any document executed between the Lessee/s and any permitted Assignee / Transferee of the Lessee/s to be executed hereafter shall be borne and paid by the Transferee / such permitted Assignee / Transferee and the Lessor shall not be obliged or contribute to make payment of the same.
- 54) It is hereby agreed by & between the parties hereto that the Civil Courts in Pune alone shall have Jurisdiction to adjudicate upon any disputes, if any, which may arise by & between the parties hereto regarding performance of their respective obligations under the terms hereof.  
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

The contiguous block of land admeasuring 41,952.84 sq.mtrs. comprised of portions admeasuring 38,691.44 sq.mtrs. and 1449.40 sq.mtrs. out of the land (admeasuring as per the Revenue Record 41,400 sq.mtrs) bearing Survey

No.207 Hissa No.1A situate, lying and being at Village Lohegaon and of the land admeasuring 1812 sq.mtrs. bearing Survey No.33 Hissa No.2A/1 situate, lying and being at Village Vadgaonsheri and which lands are situate, lying and being within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Municipal Corporation of Pune and which contiguous block of land falls in the "Industrial" Zone under the Development Plan for the City of Pune currently in force and which contiguous block admeasuring 41,952.84 sq.mtrs. is bounded as follows:

- On or towards the East : Partly by remaining portions out of land bearing Survey No.207/1A, Lohegaon and partly by land bearing Survey No.207/1B, Lohegaon and land out of Survey No.33/2A,Vadgaonsheri
- On or towards the South : By lands bearing Survey Nos.33/1, and 33/3, Vadgaonsheri and Pune-Ahmednagar Highway.
- On or towards the West : By 18 mtr. wide D.P. Road, And land bearing Survey No.33/1,Vadgaonsheri.
- On or towards the North : By land out of Survey No.206, Lohegaon.

#### **THE SECOND SCHEDULE ABOVE REFERRED TO**

Lease for a period of 999 Years of the following, that is to say:-

- (a) The Shop/Office premises/Unit admeasuring \_\_\_\_\_ sq.mtrs carpet area equivalent to \_\_\_\_\_ sq.mtrs built-up area bearing No. \_\_\_\_\_, situate on the \_\_\_\_\_ Floor of Wing "\_\_\_\_" of the Commercial Complex to be known as "**MARVEL EDGE**" to be constructed by the Lessor on the said Land.
- (b) An \_\_\_\_\_% share (represented by carpet area of \_\_\_\_\_ sq.mtrs equivalent to \_\_\_\_\_ sq.mtrs built-up area) in the Internal Passage/s, Toilet Blocks, Pantry Area and space for Air Handling Unit and which Passage / s, Toilet Block and Pantry Area shall be exclusive/ dedicated for the joint benefit / user of the remaining Shops / Offices /

Units situate on the same Floor of the said Wing “\_\_\_” of the Commercial Complex to be known as “**MARVEL EDGE**”.

(c) The Open Terrace at Eye-Level having carpet area of \_\_\_\_\_ sq.mtrs equivalent to \_\_\_\_\_ sq.mtrs built-up area appurtenant to the said Shop/Office premises/Unit bearing No. “\_\_\_\_\_”.

(d) An undivided share in the said Land and the lease of which undivided share shall be deemed to be appurtenant to the Leasehold rights of the said Unit – such undivided share shall be proportionate to the carpet area of the said Shop/Office Premises/Unit in relation to the aggregate carpets area of all the Shops/Commercial Premises/Units in the said Commercial Complex.

Together with the exclusive right to use \_\_\_\_ numbers of Covered Car-Parking Spaces and exclusive right to use \_\_\_\_\_ numbers of stack Car-Parking Spaces in any “Parking Zone” identified / earmarked by the Lessor in “**MARVEL EDGE**”.

The said Unit bearing No. \_\_\_\_\_, together with the open terrace at eye level is delineated in red ink on the \_\_\_\_\_ floor plan of the said Wing annexed hereto as **Annexure “C”**.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

(Schedule of Payments)

- |                |                                    |
|----------------|------------------------------------|
| 1. Rs. _____/- | Holding amount on Booking.         |
| 2. Rs. _____/- | On Booking                         |
| 3. Rs. _____/- | On or before 1 <sup>st</sup> slab. |
| 4. Rs. _____/- | On or before 2 <sup>nd</sup> slab. |
| 5. Rs. _____/- | On or before 3 <sup>rd</sup> slab. |
| 6. Rs. _____/- | On or before 4 <sup>th</sup> slab. |
| 7. Rs. _____/- | On or before 5 <sup>th</sup> slab. |
| 8. Rs. _____/- | On or before 6 <sup>th</sup> slab. |
| 9. Rs. _____/- | On or before 7 <sup>th</sup> slab. |

10. Rs. _____/-	On or before 8 <sup>th</sup> slab.
11. Rs. _____/-	On or before 9 <sup>th</sup> slab.
12. Rs. _____/-	On or before 10 <sup>th</sup> slab.
13. Rs. _____/-	On or before Brickwork.
14. Rs. _____/-	On or before Facade.
15. Rs. _____/-	On or before Lobby Finishes.
16. Rs. _____/-	On or before Possession.
<b>Rs. _____/-</b>	<b>Total</b>

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

(Amenities and Specifications)

**STRUCTURE**

This is bare shell type Unit (Internal finishes to be done by tenant of their own choice)

1. R.C.C. Framed structure.
2. The structure will be earth quake resistant.
3. The structure will have two level basements for parking and other common service
4. The brickwork will be 6" (150mm) Th. and partition walls will be 4 ½ (100mm)
5. The structure is two basement plus ground plus eight upper floors.

**FINISHES –INTERNAL (TENANT AREA)**

6. The internal plaster will be POP/Gypsum.
7. The internal wall finish is painted with plastic paint.
8. The floor shall be bare concrete floor.

**INTERNAL FINISHES (COMMON AREA)**

9. The railing will be S.S. with glass.

10. The entrance doors of common area will be of glass sliding/open able as per architect details
11. The common area will be having granite/granamite flooring.
12. There will be granite/ granamite dado as per architect's details in common areas (lift lobby etc.)
13. There will be three high speed lift in each wing with one service lift.

#### **FINISHES-(EXTERNAL AREA)**

14. The external façade will be glazed with energy efficient glass and fittings.
15. The glazing is chamoufledged with sun screen frame for further energy efficiency.
16. Ground floor external façade has dry cladding of granite/ granamite as per architect's detail.

#### **M.E.P. FACILITIES**

##### **ELECTRICAL**

17. The entire common area will have 100% power back-up.
18. The unit/s will have 100% power backup.
19. There will one point power supply to unit from the shaft.
20. The common areas will have necessary lighting system.

##### **HVAC**

21. There will be one point tapping for chilled water supply for tenant areas.

##### **PLUMBING & FIRE SYSTEM**

22. There will be one point tapping for the sprinkler system net work in the Tenant areas.
23. Wash room facility will be provided in common areas.
24. Well designed toilet blocks.

### **LAND-SCAPING**

25. The ground, podium, special elevation cores and top terrace are extensively landscaped

### **BMS SYSTEM**

26. The entire complex is governed by BMS system excluding unit areas.

### **HIGH SIDE EQUIPMENTS**

27. Proper transformer and switch yard is planned for power tapping from MSEDCL
28. D.G. Sets are provided for 100% power back-up.
29. There will chillers and cooling towers for HVAC works.

### **ENVIRONMENTAL MEASURES**

30. The project is being proposed for Green Building for from Indian Green Building Council
31. Rain water harvesting is planned
32. Proper capacity Sewage Treatment Plant is planned.

### **THE FIFTH SCHEDULE ABOVE REFERRED TO**

(Common Expenses & Outgoings)

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

SIGNED & DELIVERED by the )  
withinnamed Lessor  
MARVELEDGE REALTORS PRIVATE LIMITED, )  
by the hand of one of its Directors, )



SHRI VISHWAJEET SUBHASH JHAVAR )

in the presence of:-

1.

2.

SIGNED & DELIVERED by the )  
within named Lessee/s )

1..... )

PAN NO:..... )

2..... )

PAN NO:..... )

3..... )

PAN NO:..... )

in the presence of: )

1.

2.



