

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at Pune this _____ day of _____ in the Christian Year Two Thousand and Fifteen BETWEEN MARVEL REALTORS AND DEVELOPERS LIMITED, a company 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, hereinafter referred to as the "Promoter" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Company and its successors-in-interest and assigns) of the One Part AND SOU. HEMA VIKAS RASKAR and SHRI. SANJAY RAMCHANDRA RASKAR both of Pune Indian Adult Inhabitants residing at Krushna Kamal, Survey No.161, Hadapsar, Pune- 411028 by the hand of their duly constituted attorney, MARVEL REALTORS AND DEVELOPERS LIMITED, by the hand of one of its Directors, SHRI. VISHWAJEET SUBHASH JHAVAR hereinafter referred to jointly as the "Confirming Parties" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs executors and administrators) of the Second Part AND

1.....
.....
2.....
.....

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

AND WHEREAS the Confirming Parties are the owners of all that piece and parcel of land or ground admeasuring Hectares 00 = 20 Ares equivalent to 2000 sq. mtrs. bearing Survey No.137 Hissa No.8 situate, lying and being at Village Hadapsar within the Registration Sub-District of Taluka Haveli, District Pune and

within the limits of the Municipal Corporation of Pune and which land is hereinafter referred to as the said "First Land";

AND WHEREAS the Promoter herein is absolutely seized and possessed of or otherwise well and sufficiently entitled all that piece and parcel of land or ground admeasuring Hectares 00 = 31.50 Ares equivalent to 3150 sq.mtrs out of the land admeasuring Hectares 02 = 06 Ares bearing Survey No.137 Hissa No.1C situate, lying and being at Village Hadapsar within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Municipal Corporation of Pune and which portion is hereinafter referred to as the said "Second Land";

AND WHEREAS the said First Land and the said Second Land form a contiguous block of land admeasuring Hectares 00 = 51.50 Ares equivalent to 5150 sq. mtrs. and which contiguous block is hereinafter referred to as the "said Land" and the same is more particularly described in the First Schedule hereunder written;

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

AND WHEREAS vide an Agreement for Development dated 08.04.2011 (duly registered under Serial No.3662 of 2011 with the Sub-Registrar, Haveli VIII, Pune) made by and between the Confirming Parties herein on the one hand and the Promoter herein on the other hand, the Confirming Parties, after reserving for their own benefit FAR arising from the said First Land sufficient to construct 12.50% of the aggregate saleable built-up area in the said Project to be implemented on the said Land, granted rights of development of the said First Land to the Promoter herein and the Promoter herein acquired the same at or for the consideration and on the terms and conditions therein contained;

AND WHEREAS the Promoter has applied for and obtained sanction of the Municipal Corporation of Pune (vide its Commencement Certificate dated 25/4/2012 bearing No.CC/0265/12) for building plans and layout plans in respect of the construction of a Building containing Showrooms/Corporate Offices Premises on the said Land;

AND WHEREAS the Promoter applied for and have obtained permission of the Office of the Collector, Pune vide his Order dated 29/12/2011 bearing No. PMH/SR/1092-A/11, for conversion of the user of the said Land from "agricultural" to "non-agricultural" under the provisions of Section 44 of the Maharashtra Land Revenue Code, 1966;

AND WHEREAS the Promoter has entered into a standard Agreement with M/s. Malwadkar & Malwadkar ARCHITECTS who are registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects and the Promoter has appointed Shri. Ravindra Bhabhulay for the preparation of the structural design and drawings of the said building and the Promoter accepts the professional supervision of the said Architects and the said Structural Engineer till the completion of the said building provided, however, that the Promoter reserves the right to change the said Architect and Structural Engineers at any time before the completion of the said building;

AND WHEREAS the Purchaser/s have agreed to acquire Office premises of the following, that is to say:-

- (a) The Office premises admeasuringsq.mtrs carpet area equivalent to sq.mtrs built-up area bearing No..... situate on the Floor of Wing " " of the said Building to be known as **"MARVEL FUEGO"** to be constructed by the Promoter on the said Land.
- (b) Together with 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 Electrical Room and which Passage / s, Toilet Block, Pantry Area and Electrial Room shall be exclusive / dedicated for the joint benefit / user of the remaining Shops / Offices / Units situate on the same Floor of the said Building to be known as **"MARVEL FUEGO"**.
- (c) Together with exclusive right of user of 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 /Unit bearing No. "_____".

- (d) Together with the exclusive right to use _____ numbers of covered Car-Parking Spaces and exclusive right to use _____ numbers of stack Car-Parking Spaces of the said Building/ adjoining the said Building "**MARVEL FUEGO**". The said Office premises 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 Electrical Room and further together with the exclusive right of user of said open Terrace at eye-level (if any) appurtenant thereto is hereinafter referred to as "the said Unit".

AND WHEREAS the Purchaser/s has/have demanded from the Promoter and the Promoter have given inspection to the Purchaser/s of all the documents of title relating to the said Land, the plans, designs and specifications in respect of the said Unit hereby agreed to be sold and of such documents as are specified under the Maharashtra Ownership Flats Act, 1963 (hereinafter referred to as "the Ownership Flats Act") and the Rules made thereunder;

AND WHEREAS a copy of the Certificate of Title issued by the Advocate of the Promoter, copies of the Extracts of Village Forms VII/XII in respect of the said Land and a copy of the internal plan of the Unit agreed to be purchased by the Purchaser/s have been annexed hereto as **Annexures "A", "B" and "C"** respectively;

AND WHEREAS under Section 4 of the Ownership Flats Act, the Promoter are required to execute a written agreement for sale of the said Unit with the Purchaser/s being, in fact, these presents;

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

- 1) The Promoter is proceeding with the construction work of the said Building to be known as "**MARVEL FUEGO**" on the said Land more particularly described in the First Schedule hereunder written.
- 2) The said Building to be constructed by the Promoter on the said Land shall be constructed by the Promoter in accordance with the plans sanctioned by the Municipal Corporation of Pune and which the Purchaser/s has/have seen and approved.
- 3) The Purchaser/s hereby declare/s that before execution of this Agreement, the Promoter have made full and complete disclosure and the Purchaser/s has/have taken full and free inspection of, inter-alia, the following:
 - a. Nature of the title of the Confirming Parties and the Promoter to the said First and Second Land respectively along with the relevant Documents.
 - b. All the plans sanctioned by the Municipal Corporation of Pune in respect of the said Building proposed to be constructed by the Promoter herein on the said Land and the specifications of the said Building.
 - c. Nature and particulars of fixtures, fittings, and amenities to be provided in the Unit hereby agreed to be sold.
 - d. All the particulars of design and materials to be used in the construction of the said Unit hereby agreed to be sold.
 - e. The nature of organization of persons to be constituted of all purchasers of Units in the said Building to be known as "MARVEL FUEGO" and to which title is to be passed either being a Commercial Premises Co-operative Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 or an Association of Apartment Owners under the provisions of the Maharashtra Apartment Ownership Act, 1970.

- f. The various amounts that are to be paid, interalia, towards the ground rent, revenue assessment, maintenance charges, municipal and other taxes and water and electric charges, including water deposit and electricity deposits as are applicable for the time being in force.
- 4) The Purchaser/s hereby declare/s that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Promoter, the Purchaser/s, with full knowledge thereof, has/have entered into this Agreement.
- 5) The Promoter 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 purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Promoter on or before **31.12.2015** provided that the Purchaser/s shall have made payment of the installments towards the purchase price of the said Unit and other charges/deposit/s as mentioned in Clauses 22, 23, 24, 25, 26 and 27 herein below as agreed upon without delay at the times stipulated for payment therefor.
 - (c) The carpet area of the said Unit therein and balconies therein shall be _____ sq.mtrs. (Subject to a variation of 3%) as per the copy of plan of the said Unit annexed hereto as **Annexure "C"**.
 - (d) The Promoter shall not later than Twelve Months from the date of issue of the Completion Certificate to be issued by the Municipal Corporation of Pune in respect of the said Building ensure that title to the said Land and the Building standing thereon is conveyed to the Commercial Premises Co-operative Society which may be formed of all the purchasers/ allottees of Showrooms/Corporate Office

Premises in "MARVEL FUEGO" by execution of proper Documents of Transfer in favour of such Society or, in the event of the Promoter opting to submit the said Land and the said Building standing thereon under the provisions of the Maharashtra Apartment Ownership Act, 1970 with a view to form a Condominium of Apartment Owners, the Promoter shall, by execution of a Declaration under Section 2 of the said Act, submit the said Land and Building standing thereon under the provisions of the Maharashtra Apartment Ownership Act, 1970 and, thereafter, take steps to execute Deeds of Apartment in respect of each of the Showrooms/Corporate Office Premises in "MARVEL FUEGO" to the respective purchasers thereof.

- (e) The percentage of the undivided interest of the Purchaser/s in the common areas and facilities limited or otherwise pertaining to the Unit hereby agreed to be sold shall be in the same proportion to that the built-up area of the Unit agreed to be sold hereunder bears to the aggregate built-up area of all the Units in the said Building under construction on the said Land.
- 6) The said Unit hereby agreed to be sold is intended and shall be used for permissible commercial purpose only and the Purchaser/s undertake/s that the said Unit shall not be used by the Purchaser/s for any other purpose whatsoever.
- 7) The Purchaser/s hereby accept/s and shall always be deemed to have accepted the title of the Promoter to the said Land and he/she/ they agree/s not to raise any requisition or objection in respect thereof.
- 8) As mentioned above, the Purchaser/s has/have agreed to acquire Unit No. _____ in Building to be known as "**MARVEL FUEGO**" at or for the mutually agreed lumpsum consideration of **Rs. _____/- (Rupees _____ Only)**. The said agreed consideration amount includes Rupees Nil, being the proportionate price of the Common Areas and Facilities of the said Building. The above price does not include expenses for Stamp Duty, Registration

fees and Charges, Service Tax and the Amounts Specified in Clauses 22, 23, 24, 25, 26 and 27 hereinbelow. The Sale of the said Unit is on the basis of Carpet area only. The Purchaser/s shall make payment of the said agreed consideration amount by Cheques/ Demand Drafts / Bank Pay Orders drawn /issued on/in favour of "Marvel Realtors & Developers Ltd Raskar Fuego Project Escrow a/c", to the Promoter according to the Schedule of Payments set out in the Third Schedule hereunder written. The Promoter shall have a first charge/ lien on the said Unit to the extent of all amounts receivable by the Promoter from the Purchaser/s under the terms hereof. It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ items of work of the said Building and of the said Unit itself and the Promoter 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 Purchaser/s the aggregate of the installments towards the agreed consideration amount mentioned in the Third Schedule hereunder written to be paid on or before completion of such stages of construction/items of work. The Purchaser/s shall make payment of all installments towards the agreed consideration amount to the Promoter by Demand Draft or by local Cheques. If the Purchaser/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 Promoter after deducting therefrom the amount of commission charged for clearance of any such Cheques by the Bank to the Promoter. Before taking the possession of the said Unit, the Purchaser/s shall make the payment to the Promoter of Legal Charges, MSEDCL Charges and Maintenance Deposit and other Deposits/Charges as mentioned in Clause Nos.22, 23, 24, 25, 26 and 27 hereinbelow.

- 9) The Promoter have agreed to grant to the Purchaser/s exclusive right of user of the Open Terrace at eye-level having carpet area of _____ sq.mtrs equivalent to _____ sq.mtrs built up area and the Promoter also grants to the Purchaser/s the exclusive right of user of the _____ numbers of Stack Car-Parking Spaces of the said Building/ adjoining the said Building. The said exclusive right of user of said Open Terrace at eye-level,

the said Stack Car Parking Spaces shall be deemed to be appurtenant to the said Unit. The Purchaser/s shall not be entitled to utilize the same for any purpose other than for the parking of Motor Vehicles.

10)The Unit agreed to be acquired by the Purchaser/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)The Purchaser/s admits having taken inspection of all the documents required to be given by the Promoter under the provisions of the Maharashtra Ownership Flats Act, 1963 and the Rules made thereunder. The Purchaser/s hereby agree/s and confirm/s that the Promoter shall be entitled to exercise the powers and authorities set out below as if the Purchaser/s had given written prior consent to the Promoter as required under the provisions of the said Act. The Purchaser/s hereby confer/s upon the Promoter the right and authority for the purposes set out herein below:-

a) The Promoter 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 Promoter 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 Development Control 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 extensions and/or additional floors as the Promoter may think fit and proper.

b) After consuming such balance and/or additional F.A.R. by constructing extensions and/or additional floor/s containing Units, the Promoter shall be entitled to sell such Units for such permissible user as the Promoter may think fit and proper to any person or persons for such consideration as the Promoter may in its absolute discretion deem fit.

- c) The Promoter shall also be entitled to consume additional F.A.R. and/or balance available under Development Control 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 Purchaser/s of the Unit agreed to be sold hereunder and all the other purchasers of Units in the said Building to be constructed on the said Land shall not have any right, title, claim or interest in respect of the open spaces, Parking spaces and common areas of the said Building and the said Land until the Promoter declare that the Building is completed and till then the rights of the Purchaser/s are confined only to Unit hereby agreed to be sold.
- e) Irrespective of the possession of the Unit being given to the Purchaser/s and/or management of the said Building being given to an Ad-Hoc Committee of the Purchasers of units therein, the rights under this Clause and/or under this Agreement reserved by the Promoter for exploiting the potentiality of the said Land shall subsist and shall continue to vest in the Promoter till the Documents of Transfer are executed as aforesaid and the Promoter shall be entitled to execute the Document/s of Transfer reserving such rights in the said Land in favour of the Promoter as may be outstanding at the time of execution of the document/s of transfer.
- f) The Promoter shall be entitled to make any changes in the elevation of the said Building to be constructed by it on the said Land as also in the plans and specifications in respect thereof without being required to take the consent of the Purchaser/s provided however that such changes shall not materially affect the internal plan and location of the Unit agreed to be sold hereby.
- g) The Promoter shall be entitled to revise the Building Plans of the said Building to be constructed by them on the said Land without being required to take the consent of the Purchaser/s provided however that

such changes shall not materially affect the location of the Unit agreed to be sold hereby.

- h) In the event the Promoter are developing any Land adjoining the said Land or in the vicinity thereof, the Promoter shall be entitled to lay in the said Land or shall be entitled to pass through the said Land any Drains, Sewers, Water & Electrical Pipelines, Telecom Conduits and other Installations etc. for the purpose of development of the adjoining Land.

The Purchaser/s and/or the Society/Association of the purchasers of the Units in the said Building to be known as "MARVEL FUEGO" shall not raise any objection on any ground to the Promoter' rights reserved herein.

- 12) Except in the event of such exclusive right of user being granted to the Purchaser/s herein, he/ she/ they shall not be allowed to make use of the overhead terrace of the said Building [except the common terrace (if any) over the top floor of the said Building wherein the said Unit is housed.

- 13) The Promoter shall be entitled to grant the exclusive right to use, occupy and enjoy the whole or any part of the terrace over the top most floor of the said Building to one or more of the purchasers of the Units therein. The Promoter shall also be entitled to grant such exclusive use, occupation and enjoyment of any parts of the said Land which remain un-built upon to one or more of the purchasers of units to be used as a open parking space or for any other permissible user. The Promoter shall also be entitled to grant the exclusive right of user of the parking spaces in the said Building to the prospective purchasers of Units in the said Building. Such terrace and parking spaces the exclusive use, occupation and enjoyment whereof have been granted by the Promoter as aforesaid shall constitute restricted common areas and facilities of the said Building as contemplated under the Maharashtra Ownership Flats Act, 1963. The Promoter shall be entitled to grant such exclusive right of user of such terrace and parking spaces as the Promoter may deem fit and proper. Before execution hereof, the Purchaser/s has /have been provided with details of the exclusive right of user of the said terrace (or part thereof) and parking spaces already

granted/agreed to be granted by the Promoter in the said Building prior to the date of execution hereof.

14) It is agreed between the parties hereto that if the Promoter fails to give possession of the said Unit in accordance with the terms of this Agreement on the date mentioned in Clause 5(b) hereinabove, or if, the Promoter and/or its Agents for reasons beyond its control, are unable to give possession of the said Unit by the said date and after a period of three months if those reasons still exist, then in such case, the Promoter shall, without prejudice to its rights reserved hereunder, be liable to refund the amounts already received by them in respect of the said Unit from the Purchaser/s with simple interest thereon at the rate of 9% per annum from the date it received the same till the date the amounts and interest thereon is refunded to the Purchaser/s and the said amount and interest shall be charged on the said Unit to the extent of amounts due, but subject to any prior encumbrances. Provided however, that the Promoter shall be entitled to a reasonable extension of time for giving delivery of the Unit by the aforesaid date, if the completion of the Building is delayed on account of:

- i) Non-availability of steel, cement, other building material, water or electric supply.
- ii) War, Civil Commotion or Act of God.
- iii) Any notice, order, rule, notification of Government and/or Municipal or other public or competent authority which prevents the Promoter from carrying out the work of development and construction on the said Land.
- iv) 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 Building under construction by the Promoter on the said Land.
- v) Force-majeure Causes or other reasons beyond the control of the Promoter.

- vi) Any additional work in the said Unit undertaken by the Promoter at the instance of the Purchaser/s.
- vii) Any Delay or default by the Purchaser in making payments as per terms and conditions of this Agreement (without prejudice to the right of the Promoter to terminate this agreement under Clause 15 mentioned herein below).

The Purchaser/s shall take possession of the said Unit within seven days of the Promoter intimating to the Purchaser/s that the said Unit is ready for use and occupation and, in that behalf, comply with all necessary legal formalities. Provided further that the Purchaser/s shall not without the prior written consent of the Promoter or the ultimate body to be formed, as the case may, be to carry out any alterations of whatsoever nature in the said Unit or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. The Purchaser/s shall also not chisel or cause damage to the columns, beams, walls, slabs, R.C.C. members and other structural members or damage the water proofing of the flooring of the said Unit. If any of such works are carried out without the written consent of the Promoter, the liability of the Promoter under the Ownership Flats Act, 1963 to rectify defects automatically shall become void and Purchaser/s shall be liable to pay all costs and damages towards restoration, repairs etc. arising from such unauthorized works. It is also mutually agreed that the said statutory liability period will start from the date of the Promoter obtaining Completion Certificate of the said Unit from the Municipal Corporation of Pune and shall extend for a period of three years. The Purchaser/s shall take possession of the said Unit after inspecting the same and satisfying itself/herself/themselves that the same has been constructed in accordance with the Building Plans 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. Subject to what is stated above, the Promoter shall not be obliged to entertain any complaint or claim made by the Purchaser/s in respect of the said Unit after possession thereof has been handed over to the Purchaser/s.

15)The Purchaser/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 Purchaser/s fail/s or delay/s to make payment of any of the said dues within a period of fifteen days from the date of receipt of written intimation by the Promoter/s on the dates stipulated therefore, then in that event, the Promoter/s shall have an option either to terminate these presents or to accept interest from the Purchaser/s @ 18% per annum on such unpaid/delayed amount from the time the same became payable. If the Promoter/s exercise their said option to terminate these presents on the ground mentioned above and do so terminate the same, they shall repay to the Purchaser/s such amounts paid to them (after deducting 10% of Total consideration towards administration and other expenses etc which shall stand forfeited) by the Purchaser/s without interest. Towards such repayment, the Promoter/s shall send a Cheque drawn in favour of the Purchaser/s for the said amount at the address of the Purchaser/s mentioned in this Agreement by Registered Post Acknowledgement Due. The Promoter/s shall be obliged to maintain sufficient funds in the Account of the Promoter/s whereon such Cheque has been drawn for a period of Seven days from the date of dispatch by the Promoter/s of the said Cheque to the Purchaser/s. If the Purchaser/s do/ does not accept the envelope containing the said Cheque sent to him/ her/ them by the Promoter/s or does not present the said Cheque for payment within a period of Seven days from the date of dispatch by the Promoter/s of the said Cheque, then in such event, the Promoter/s shall not be obliged to maintain sufficient funds in its said Account. In such event, only on the Purchaser/s joining the Promoter/s in the execution and registration of a Deed of Cancellation of this Agreement, shall the Promoter/s make payment of the said amount to the Purchaser/s. In such event, the Purchaser / s shall only have a money claim simplicitor on the Promoter/s for refund of all such amounts due to the Purchaser / s from the Promoter/s. The Promoter/s shall be fully entitled to deal with and dispose off the said Unit in such manner as the Promoter deems fit and proper without recourse or reference to the Purchaser/s. Further, if the Purchaser/s fail/s to comply

with or contravenes the provisions of this agreement, he/she/they shall be liable to actions contemplated under Section 12 of the Ownership Flats Act.

16)The Purchaser/s agree/s to sign and deliver to the Promoter before taking possession of the said Unit and also thereafter all writings and papers as may be reasonably necessary and required by the Promoter for the formation and registration of the Society/Condominium of all Purchasers of Units in the said Building.

17)Commencing a week after Notice in writing is given by the Promoter to the Purchaser/s that the said Unit is ready for use and occupation, the Purchaser/s agree/s and bind/s himself/herself/themselves to pay a proportionate share as may be determined by the Promoter of all the outgoings in respect of the said Land and the Building 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 Purchaser/s shall indemnify and keep indemnified the Promoter against the aforesaid taxes and other payments and expenses. If, on account of failure on the part of the Purchaser/s and purchasers of any Units to pay such proportionate share, any concerned authorities take any action for recovery of the same, the Promoter shall not be liable or responsible for any loss or damage which may be suffered by the Purchaser/s on account of the said action. Commencing from the aforesaid date and until the said Land and Building thereon is transferred by the Promoter to the Society/ Condominium of all the Units Purchasers by execution of document/s of transfer as hereinafter provided and/or possession of the said Land and Building thereon is delivered by the Promoter to the Society/Condominium of all the Units Purchasers and intimation of the same is received by the Purchaser/s from the Promoter, the Purchaser/s shall be bound and liable to pay to the Promoter regularly and punctually all contributions and other amounts to be paid by the

Purchaser/s to the Promoter under this Agreement and the Purchaser/s shall not withhold any such payment to the Promoter. The Purchaser/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 Promoter in its absolute discretion so desires, it shall be entitled to entrust the management of the said Land and the Building thereon to an Ad-Hoc Committee of the Unit purchasers for looking after maintenance and management thereof including collection and disbursement of contributions from the Purchasers of Units in the said Building towards payment of outgoing and expenses referred to herein, then in such event, the Promoter 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 Building thereon and liabilities in that behalf shall be that of the Ad hoc Committee of the purchasers. In the event of the management being entrusted as provided hereinabove, the right so granted to the Ad- hoc Committee shall extend only to manage the said Land and the Building 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 Promoter provided under this Agreement, nor shall such an act on the part of the Promoter be deemed be a waiver of the rights of the Promoter under this Agreement.

- 18)The Purchaser/s is/are aware that the Promoter 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 Building thereon until such time as the said Land and the Building thereon are conveyed in favour of the said Ultimate Body of Unit Purchasers or until management of the said Land and Building thereon is entrusted to an Ad-Hoc Committee as mentioned in the last preceding clause for and on behalf of the purchasers of all Units and it shall be the paramount responsibility and obligation of the Purchaser/s to pay all the outgoings regularly. In the event of default being committed by

the Purchaser/s herein or any of the purchasers of any other Units in the said Building, the Promoter 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, it shall be the responsibility of the Purchasers who shall be deemed to be Managers under the provisions of the Ownership Flats Acts 1963 in respect of the Units possession whereof has been given by the Promoter.

19)The Purchaser/s hereby irrevocably gives his/her/their consent to the Promoter and authorizes/s the Promoter for raising any finance by way of mortgage of the said Land or any portion thereof as and when so deemed necessary by the Promoter.

20)Upon all the Unit purchasers co-operating and executing necessary papers, the Promoter herein will form a Commercial Premises Co-operative Society or a Condominium of Apartment Owners as they may think fit and proper. The purchasers of all Units in the said Building, including the Purchaser/s herein, shall join in such Society/Condominium. The Purchaser/s shall, within seven days from the Promoter calling upon him/her/them to do so, execute all deeds, documents and papers for or in connection with the formation and registration of the said Society/Condominium and Bye-laws Rules thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Purchaser/s as may be required by the authorities concerned or as may be desired by the Promoter to protect the rights and interest of the Promoter and the Purchaser/s agree/s to be bound by the said additions and alternations and hereby covenant/s and undertake/s not to take any objection or action in the matter or to do anything whereby the rights and interests of the Promoter and purchasers of other Units may be affected, prejudiced and endangered in any manner or likely so to be.

21)The Purchaser/s of all such Units shall be admitted as members of the said Society/Condominium which shall be formed with the same rights and the same benefits and subject to the same obligations as other members of

such Society/Condominium of the Purchaser/s herein without any reservations or conditions.

22) On or before taking possession of the said Unit, the Purchaser/s agree/s to make payment to the Promoter:

a) Rs.35,000/- (Rupees Thirty Five Thousand Only) to meet with legal and other expenses for formation of Society/Condominium.

b) **Rs.** _____ **/-** (**Rupees** _____ **Only**) amounts towards electric meter deposits and other deposits paid by the Promoter to the M.S.E.D.C.L. as also towards the proportionate share of the Purchaser/s of the cost of installation of a electric transformer and incidental expenses.

23) On or before taking possession of the said Unit hereby agreed to be sold/purchased, the Purchaser/s shall deposit with the Promoter a sum of **Rs.** _____ **/-** (**Rupees** _____ **Only**). The Promoter shall deposit the said Deposit and the other deposits received from the other purchasers of Units in "**MARVEL FUEGO**" in a separate bank account opened for that purpose and shall transfer all amounts lying in such account to the name of the Society/Condominium formed of all purchasers Units in the said Building. The said deposit shall be utilized for the building up of a fund of the Society/Condominium for meeting all expenditure for maintenance/ repair/ improvement of the common areas and facilities of "**MARVEL FUEGO**". The interest accrued on said deposit and the other deposits received from the other purchasers of Units in "**MARVEL FUEGO**" will be utilized for defraying costs of maintenance, repair and upkeep of the Common Areas and Facilities of the said Building till handing over of the said Land and Building to the Society/Condominium to be formed of all the unit Purchasers of the said Building. In the event of the interest accrued on the deposit 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 Building, then, the Purchaser/s herein and the purchasers/ allottees of other Units in "**MARVEL FUEGO**" shall be obliged to make further contributions towards the same

otherwise the Promoter shall be entitled to utilize part of the Deposits as mentioned above recovered by it from the purchasers of units in "MARVEL FUEGO" for the said purpose.

24) Before being entitled to receive possession of the said Unit, the Purchaser/s shall be obliged to pay a sum of **Rs. _____/- (Rupees _____ Only)** to the Promoter representing the pro-rata contribution of the Purchaser/s of the expenses and outgoings of maintenance, repair and upkeep of the Common Areas and Facilities of the said Building and of the Limited/ Restricted Areas and Facilities for a period of two year from the date the Promoter intimates the Purchaser/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.

25) Before being entitled to receive possession of the said Unit, the Purchaser/s shall be obliged to deposit a sum of Rs.1,00,000/- with the Promoter. The said sum of Rs.1,00,000/- shall be held as an interest free Security Deposit by the Promoter for a period of one year from the date the said Unit is handed over to the Purchaser/s. If any damage is caused to any of the Common Areas and Facilities of the said Building 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 or otherwise or if any damage or is caused by the workers, laborers of the Purchasers while carrying out the work of interiors in the said Unit then the Promoter 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 Purchaser/s on expiry of the said period of one year.

26) Before being entitled to receive possession of the said Unit, the Purchaser/s shall be obliged to pay a sum of **Rs. _____/- (Rupees _____ Only)** to the Promoter being the amount agreed to be paid by the Purchaser/s to the Promoter for the Promoter 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 Building. In addition to the above, the Purchaser/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 of the said Unit.

All the amounts referred to in Clauses 22, 23, 24, 25 and 26 hereinabove shall be paid by the Purchaser/s by Cheques/ Demand Drafts/ Bank Pay Orders issued in favour "Marvel Realtors and Developers Limited",

27) Simultaneously with the execution of this Agreement, the Purchaser /s has to deposit with the Promoter 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 Promoter to the Government as prescribed by Law. Further, the Purchaser / s shall be liable to bear and pay Service Tax. The Purchaser / s shall make payment of Service Tax applicable to the said Unit as and when it becomes 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 Purchaser / s to the Promoters under this Clause shall vary accordingly. In addition to the above, the Purchaser/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge 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 Purchaser/s before or after taking the possession of the said Unit as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Purchaser/s shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Promoter, the Purchaser/s shall be liable to reimburse the same together with interest accrued thereon to the Promoter and the Purchaser/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 Purchaser/s of any such taxes, duties etc.

28)The Purchaser/s hereby irrevocably consents and authorize/s the Promoter 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 Promoter in this regard shall be binding on the Purchaser/s. The Promoter may, till the transfer of the said Land and Building thereon to the Society/Condominium of all Unit Purchasers, represent the Purchaser/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, MSEDCL, on behalf of the Purchaser/s and whatsoever acts done by the Promoter on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s and the same shall be binding on the Purchaser/s.

29)It is hereby clarified that the Promoter 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 Promoter undertake to comply with all statutory and other requirements of the concerned legal body or authority for the purpose. However, the Promoter 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 MSEDCL in providing such amenities, services or facilities to the Building on the said Land or to the Unit agreed to be sold hereunder.

30)It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on this Agreement and all documents executed by the Promoter pursuant hereto including the proportionate Stamp Duty payable on the Deed of Conveyance/Deed of Apartment which shall be executed by the Promoter in favour of the Society/Purchaser/s s in respect of the said Unit agreed to be sold hereby.

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

- a) To maintain the Unit at the Purchaser/s own cost in good tenantable repair and condition from the date of possession of the Unit is taken and shall not do or suffer to be done anything in or to the Building in

which the Unit is housed, staircase or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the Building in which the Unit is situate and the Unit itself or any part thereof.

- 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 Building in which the Unit is situate or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy goods or furniture to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building in which the Unit is situate including entrances of the said Building and in case any damage is caused to the said Building in which the Unit is situate or the Unit itself on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- 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 Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the Building in which the Unit is situate or the Unit itself which may be against the rules and regulations and bye laws of the concerned local authority and/or other public authority.
- 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 Building and the purchaser/s shall keep the pipelines, sewers, drains in the Unit and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C.

Pardis or other structural members in the Unit without the prior written permission of the Promoter.

- e) Not to 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 Building 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 Purchaser/s viz. user for any purposes other than the permissible commercial purpose.
- g) Not to install the Cooling Units/ Compressors of "Split Type" Air Conditioners without the prior written permission of the Promoter and/or the Society/Condominium.
- h) Not to lay/ install over the exterior of the said Building or the Common Areas thereof such as staircases, landings and ducts thereof, grills, chimney, neon signboards or electronic board/s any Electrical, Telecom Lines or Conduits without the prior written permission of the Promoter and/or the society/Condominium.
- i) Not to install any Dish or other Antennae for reception of Radio, Telecom or Television Signals in such manner in the said Unit whereby such Dish or other Antennae projects outside the said Unit or on any part of the exterior of the said Building or any of the Common Areas thereof, including on the terrace thereof without the prior written permission of the Promoter and/or the Condominium/Society.
- j) The Purchaser/s shall not let, transfer, assign or part with the Purchaser/s interest or benefit factor of this Agreement or part with the possession of the Unit until all dues payable by the Purchaser/s

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

- k) The Purchaser/s shall observe and perform all the rules and regulations which the Society/Condominium of Apartment Owners formed of all purchasers of Units in "MARVEL FUEGO" may adopt at its inception and the additions, alterations or amendments thereof and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Condominium of Apartment Owners regarding the occupation and use of the said Unit and shall pay and contribute regularly and punctually towards the taxes, expenses or the outgoings in accordance with the terms of this Agreement.
- l) Till the transfer of said Land and the said Building in which the Unit is situate is executed in favour of the Ultimate body formed of all the purchasers in the said Building known as "MARVEL FUEGO", the Purchaser/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land and Building or any part thereof to view and examine the state and condition thereof.

32)The Promoter shall comply with all the requirements of the Municipal Corporation of Pune for sanction of a water connection of the requisite capacity for the said Building to be constructed on the said Land. However, the Purchaser/s herein has been made expressly aware by the Promoter that till such time as such water connection is procured and sufficient water becomes available for the said Building through such water connection, the requirement of water for the said Building shall be met from other sources, including

procurement of water from Water Tanker Agencies and that a pro-rata share incurred for such purchase shall be borne and paid by the Purchaser/s.

33)The Purchaser/s agree/s and undertake/s on demand to do, execute or perform and deliver or cause to be done, things, documents, letters, writing and papers as may be reasonably required by the Promoter for further, better or more perfectly effectuating or preserving the mutual rights and interest of the Promoter or the Purchaser/s for securing the due fulfillment of the provisions thereof.

34)The Promoter may at its discretion form either a Commercial Premises Co-operative Society under the provisions of the Maharashtra Co-operative Societies Act, 1960 or a Condominium of Apartment Owners under the provisions of the Maharashtra Apartment Ownership Act, 1970 of all the purchasers of Units in the said Building to be known as "MARVEL FUEGO". If the Promoter decides to form an Association of Apartment Owners, the Promoter and the Confirming Parties shall execute and register a Declaration under Section 2 of the Maharashtra Apartment Ownership Act, 1970 submitting the said Land under the provisions of the said Act and, thereafter, execute Deeds of Apartment in favour of each of the purchasers of the Units conveying, assigning, and transferring the Unit agreed to be purchased by such purchaser/s in his/her/their favour together with a proportionate undivided leasehold right, title and interest in or to the common areas and facilities of the said Building to be constructed on the said Land.

35)The Promoter 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 Purchaser/s herein shall not be entitled to raise any objection to such grant of lease or licence. Conveyance of the said Land and Building thereon in favour of the Society/Condominium of Apartment Owners to be formed of all the purchasers of Units in "MARVEL

FUEGO" shall be expressly subject to the rights created under any such Lease or Licence mentioned in this Clause.

36)The name of the said Building under construction by the Promoter on the said Land shall always be "MARVEL FUEGO" and such name will not be changed without the prior written consent of the Promoter.

37)The Purchaser/s has/have entered into these presents and has/have agreed to purchase the said Unit from the Promoter with full knowledge of the fact that the Promoter has acquired/proposes to acquire the rights of development of the land in the vicinity of the said Land and the Promoter have reserved their rights to amalgamate such lands with the said Land and to develop the said Land and such amalgamated lands as one Complex, as also the Promoter have reserved the right to revise the said layout and Building plan/ or sub-divide the said Land or any such amalgamated land, provided however that such changes shall not materially affect the internal plan and location of the Unit agreed to be sold hereby.

38)With a view to support and contribute towards promoting a "Eco-Friendly" "Green Environment", the Promoter proposes to apply to the Indian Green Building Council for certification that the said Building is a "Green" Building. Towards this end, the Promoter recommends to the Purchaser / s herein that:-

The Purchaser / s should install an energy efficient lighting so as to minimize the lighting power density in the said Unit – for this purpose the Purchaser /s may refer to the "Green Building Manual" of the Indian Green Building Council for their lighting layout and list of efficient fittings.

(a) That the Purchaser/s shall use energy efficient electrical equipment in the said Unit- it is recommended that the Purchaser/s shall refer to the Green Building Manual for a recommended list of such equipment.

(b) Not to change the plumbing, fittings and fixtures provided by the Promoter in the said Unit and, in case they are changed, the

Purchaser/s shall ensure that new fittings and fixtures do not exceed the existing flush and floor rates.

- (c) The Purchaser/s shall make arrangement for collection of Organic In-Organic and E-Waste and to hand over the same separately to the Maintenance Agency appointed by the Promoters. It is suggested that the Purchaser/s should refer to the said Green Building Manual for the E-Waste Disposal Plan.
- (d) That the Purchaser/s shall ensure that while carrying out the work of interior decoration in the said Unit, as far as possible, local material should be utilized as well as rapidly renewable material and material which is salvaged and with a high recycled content. The Purchaser/s may refer to the said Green Building Manual for a list of such material.
- (e) That the Purchaser/s shall ensure that Low VOC Paints, Adhesives and Sealants should be utilized in the interior / exterior / additions / modifications work– here again, the Purchaser / s may refer to the Green Building Manual for a list of such material.
- (f) That Bio-degradable materials should be used in carrying out such interior work / finishing.

To utilize Electric Charging Points for Electric Vehicles provided by the Promoters in the basement / podium parking.

39)The Purchaser/s has/have agreed to purchase the said Unit with knowledge of the fact that the contents of all Brochures/Hoardings / Promotional Literature pertaining to "MARVEL FUEGO" are only indicative in nature and the same should not be taken literally by the Purchaser/s herein.

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

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

- 41) The Promoter has created a Mortgage by Deposit of Title Deeds in respect of the said Land in favour of the HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED as security for due repayment of certain Project Finance availed by the Promoter from the said HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED. However, before execution hereof, the Promoters has procured the "NOC" of the said Mortgagee for sale of the said Unit by the Promoters to the Purchaser/s herein.
- 42)The Purchaser/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.
- 43)Any delay or indulgence by the Promoter in enforcing the terms of this Agreement 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 by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter hereunder.
- 44)All letters, receipts, and/or notices issued by the Promoter dispatched under Certificate of Posting or R.P.A.D. to the address of the Purchaser/s mentioned hereinabove will be sufficient proof of receipt of the same by the Purchaser/s and shall effectually discharge the Promoter. If there is any change in the said address of the Purchaser/s, the Purchaser/s shall be obliged to intimate in writing of any such change of address to the Promoter, failing which, all letters, receipts and/ or Notices dispatched by the Promoter as aforesaid at the address of the Purchaser/s given hereinabove shall be treated/ deemed to have been received by the Purchaser/s.
- 45)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.

46)The terms and conditions of this Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats, Act, 1963 and the Rules made there under.

47)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.

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

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

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 00 = 51.50 Ares formed of all that piece and parcel of land or ground admeasuring Hectares 00 = 20 Ares bearing Survey No.137 Hissa No.8 and of a portion admeasuring Hectares 00 =

31.50 Ares out of the land admeasuring Hectares 02 = 06 Ares bearing Survey No.137 Hissa No.1C situate, lying and being at Village Hadapsar within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Municipal Corporation of Pune and which contiguous block admeasuring Hectares 00 = 51.50 Ares is bounded as follows, that is to say:-

- On or towards the East : By Nala
- On or towards the South : By land bearing Survey No.137/7 and 137/6
Hadapsar, Pune
- On or towards the West : By Development Plan Road in the remaining
portion out of land bearing Survey No.137/1C,
Hadapsar, Pune
- On or towards the North : By land bearing Survey No.137/9 and 137/4,
Hadapsar, Pune

THE SECOND SCHEDULE ABOVE REFERRED TO:

- (e) The Office premises admeasuring _____ sq.mtrs carpet area equivalent to _____ sq.mtrs built-up area bearing No._____ situate on the _____ Floor of Wing "_____" of the said Building to be known as **"MARVEL FUEGO"** to be constructed by the Promoter on the said Land.
- (f) Together with 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 Electrical Room and which Passage / s, Toilet Block, Pantry Area and Electrical Room shall be exclusive / dedicated for the joint benefit / user of the remaining Shops / Offices / Units situate on the same Floor of the said Building to be known as **"MARVEL FUEGO"**.
- (g) Together with exclusive right of user of 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 /Unit bearing No. "_____".

(h) Together with the exclusive right to use _____ numbers of covered Car-Parking Spaces and exclusive right to use _____ numbers of stack Car-Parking Spaces of the said Building/ adjoining the said Building "**MARVEL FUEGO**".

The said Unit bearing No. _____ together with exclusive right of user of 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 st Slab |
| 4. Rs. _____/- | On or before 2 nd slab. |
| 5. Rs. _____/- | On or before 3 rd slab. |
| 6. Rs. _____/- | On or before 4 th slab. |
| 7. Rs. _____/- | On or before 5 th slab. |
| 8. Rs. _____/- | On or before 6 th slab. |
| 9. Rs. _____/- | On or before 7 th slab. |
| 10. Rs. _____/- | On or before Brickwork |
| 11. Rs. _____/- | On or before Facade |
| 12. Rs. _____/- | On or before Lobby Finishes. |
| 13. Rs. _____/- | On or before Possession. |
| Rs. _____/- | Total |

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Amenities and Specifications)

STRUCTURE

Bare shell 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 brickwork will be 6" (150mm) Th. and partition walls will be 4 ½ (100mm).

FINISHES –INTERNAL

4. Internal plaster will be prime coat.
5. Floor shall be bare concrete floor.

INTERNAL FINISHES (COMMON AREA)

6. Railing will be glass railing for terraces & M S railing for staircase.
7. Entrance doors of common area will be of glass sliding/open able as per architect details
8. Common area will be having granite/granamite/marble flooring.

FINISHES-(EXTERNAL AREA)

9. External façade will be glazed& precast panels with energy efficient material and fittings as per facade consultants details
10. Ground floor external façade has dry cladding of granite/ granamite as per architect's detail.

M.E.P. FACILITIES

ELECTRICAL

11. The unit/s will have 100% power backup.
12. One point power supply to unit from the shaft.
13. The common areas will have necessary lighting system.

HVAC

14.Space for ODU provision.

ENVIRONMENTAL MEASURES

15.Rain water harvesting is planned

16.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 Building known as "**MARVEL FUEGO**".

SIGNED & DELIVERED by the)
 Withinnamed Promoter)
 MARVEL REALTORS AND DEVELOPERS 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 Confirming Parties)
 1. SOU. HEMA VIKAS RASKAR and)
 2. SHRI. SANJAY RAMCHANDRA RASKAR)
 by the hand of their duly constituted attorney)
 MARVEL REALTORS AND DEVELOPERS LIMITED,)
 by the hand of one of its Director,)



SHRI. VISHWAJEET SUBHASH JHAVAR)

in the presence of:-)

1.

2.

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

1.....)

PAN NO:.....)

2.....)

PAN NO:.....)

3.....)

PAN NO:.....)

in the presence of:

)

1.

2.