

**SANVO RESORTS PVT. LTD.-II**

702, Marathon Max,  
Mulund Goregaon Link Road,  
Mulund (West), Mumbai -400080,  
CIN No. : U55103MH2001PTC132675  
GST No. : 27AAGCS9244MIZP  
Tel No. : 7677350350  
E-mail : [customercare@marathonrealty.com](mailto:customercare@marathonrealty.com)  
Website : <https://marathon.in>

**SAC: 995411****RERA REG. NO.P52000029858**

Place of Supply-Mnharashtra, State Code -27

**DEMAND LETTER / TAX INVOICE**  
**By Registered Post/Speed Post AD****Mr. Vikash**

Flat No. B 173, Mala Tower, SBI Officer Flats, Lokhandwala,  
Mumbai-400021, Maharashtra, India  
Contact No.: +919162343777

Date : Apr 24, 2024

Demand No :	Customer ID : 14208	Building Name : Marathon Nexzone Bodhi	
Address : Marathon Nexzone, National Highway 4B, Near Palaspe-phata, Kholke, Panvel-410206			
RERA Project Name: Marathon Nexzone Bodhi-1	Unit No. 208	Wing: S4+S5-B	Floor No : 2
Building Name : Marathon Nexzone Bodhi	RERA CA : 431 Sq.ft	Payment Due Dt.: May 09, 2024	

**Sub: Demand letter / Tax Invoice for milestone On Booking Unit No. 208**

Dear Sir / Madam,

**The summery of payment due as follow:**

Particulars	Amount
Contruction Cost	435,946.00
CGST + SGST	21,798.00
Interest Amount	0.00
TDS Amount	0.00
<b>Total Amt. (Without TDS)</b>	<b>457,744.00</b>

**Payment Mode :**

<b>Offline</b>	Kindly issue Cheque/DD in favour of SRPL Marathon Nexzone BODHI-1 Collection Escrow account		
<b>Note</b>	If you wish to courier cheques, kindly send cheques to the following address : Correspondence Address: 4th floor, Marathon Millennium, LBS Marg, Moti Nagar, Mulund W, 400080		
<b>Online</b>	Bank Name: HDFC Bank	IFSC code: HDFC0000652	Account Type: Current Account No. 57500000676094
<b>Note</b>	If online fund transfers done by RTGS / NEFT, Please email the transaction details on the same day to <a href="mailto:customercare@marathonrealty.com">customercare@marathonrealty.com</a>		

**"This is electronically generated letter and does not require signature or stamp"**  
Correspondence Address: 4th floor, Marathon Millennium, LBS Marg, Moti Nagar, Mulund W, 400080

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 Tel No. : 7677350350  
 E-mail : [customercare@marathonrealty.com](mailto:customercare@marathonrealty.com)  
 Website : <https://marathon.in>



Note	Kindly Pay deduction of Tax (TDS)and submit us Form 26QB & From 16B
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1. We refer to your booking/allotment in respect of the said Premises. We are pleased to inform you that the On Booking the work of your building has been completed and further construction is in progress. In view thereof, installment towards On Booking amounting along with the CGST and SGST as more particularly mentioned below is due and payable by you within a period of 15 days from the date of this letter i.e. on or before May 09, 2024. failing which an interest which shall be at the rate of 2% (two percent) above the Highest Marginal Cost of Lending rate of State Bank of India prevailing on the date on which the amount became due and payable shall be charged from the date each installment falls due till actual realization

2. Please find below the details of the various payments due and payable from you in respect of the said Premises.

Demand Date	Description	Charge Type	Demand Type	Balance Amount Due [A]	Amount Received agst Balance [B]	Balance Payable [A-B]
Apr 24, 2024	On Booking	Basic Construction Cost	Current Due	483,566.00	47,620.00	435,946.00
Apr 24, 2024	On Booking	CGST-CGST 2.5% on Output	Current Due	12,089.00	1,190.00	10,899.00
Apr 24, 2024	On Booking	SGST-SGST 2.5% on Output	Current Due	12,089.00	1,190.00	10,899.00
Total Amount Due ( A ) :				507,744.00	50,000.00	457,744.00
Total of Balance TDS (against which certificate is to be issued) ( B ) :				0	0	0
Amt Payable(Without TDS) ( A - B = C ) :				507,744.00	50,000.00	457,744.00
Interest Due Till Date ( D ) :				0.00	0.00	0.00
Total Amt Due ( C + D ) :				507,744.00	50,000.00	457,744.00

3. Kindly pay the due amount on or before May 09, 2024 failing which interest which shall be at the rate of 2% (two percent) above the Highest Marginal Cost of Lending rate of State Bank of India prevailing on the date on which the amount became due and payable will be charged on all the overdue payment till final realization.

4. We request you to kindly note that :

a) The payments made by the Purchasers shall be appropriated against any dues including but not limited to the cheque bounce charges in case of dishonour of cheques, TDS, taxes, interest on delayed payment of taxes, outstanding towards consideration, interest on delayed payment of consideration, any other amounts (under any head) outstanding, due and payable in respect of the said apartment under this Agreement. Kindly note that we shall be charging CGST at 9% and SGST at 9% as applicable with effect from 01st July, 2017 instead and in place of Service Tax.

b) As per section 194IA of Income Tax Act 1961, 1% TDS is to be deducted and paid by customer for all payments made w.e.f 1.06.2013 on agreement value of Rs. 50 lakhs and above. Provide 26QB and 16B forms to the office within 7 days after making payment. For making online payments visit <https://www.incometax.gov.in/iec/foportal> Please note that our PAN No is AAGCS9244M

c) Please mention Name and the Unit details behind the Cheque.

d) if Fund transfers done by RTGS / NEFT, Please email the transaction details on the same day to [customercare@marathonrealty.com](mailto:customercare@marathonrealty.com)

e) Payment may please be made by MICR Cheques / Bank Draft. Outstation or NON MICR cheques will not be accepted.

f) In case you have made payment of all the above amounts, please disregard this Intimation. If you seek any clarification, please call us on any working day on 7677350350 or e-mail us on [customercare@marathonrealty.com](mailto:customercare@marathonrealty.com)

**"This is electronically generated letter and does not require signature or stamp"**  
 Correspondence Address: 4th floor, Marathon Millennium, LBS Marg, Moti Nagar, Mulund W, 400080

**Sanvo Resorts Pvt. Ltd.-II**

702, Marathon Max,  
Mulund-Goregaon Link Road,  
Mulund (W), Mumbai-400 080  
Tel.: 76773 50350

Email : [customercare@marathonrealty.com](mailto:customercare@marathonrealty.com)  
Website : [www.marathonrealty.com](http://www.marathonrealty.com)  
CIN No.: U55103MH2001PTC132675  
GST No.:27AAGCS9244M1ZP



**RECEIPT**

Sys.No.: 178698  
Receipt No : 11109

Date : Apr 09, 2024

Cust.A/c No.:14208  
Mr., Vikash

Flat No. B 173, Mala Tower, SBI Officer Flats, Lokhandwala,  
Mumbai-400021  
Ph.No.: +919162343777

RECEIVED with thanks a sum of Rs.50,000.00/- (Rupees: Fifty Thousand only ) by Cheque/DD/TDS.: 000229 / Direct Remittance dated Apr 09, 2024 drawn on STATE BANK OF INDIA against Flat/Shop No.: 208 on Floor 2 in Building Marathon Nexzone Bodhi , Project know as Marathon Nexzone Bodhi-1 , Whole Project know as Marathon Nexzone

For Sanvo Resorts Pvt. Ltd.-II

Auth



*\*Receipt Validity subject to realisation of above mentioned instruments.*

**\*\*This is electronically generated Receipt and does not require signnture and stamp\*\***



Date : 10/04/2024

To,  
Vikash .  
Flat No B 173 Mala Tower Sbi  
Officer Flats Lokhandwala

Contact No : 9162343777

Welcome to the Marathon Family!

We at Marathon Nexzone, take pleasure in informing you that we value your association with us and appreciate your right decision of booking your dream home with us.

We ensure to make this journey a memorable one for you. We are glad to let you know that we have a dedicated Relationship Manager to assist you with the way forward. You can reach out to your Relationship Manager on 7677350350 or write an email at [jagdish.rawlo@marathonrealty.com](mailto:jagdish.rawlo@marathonrealty.com)

We are operational from Monday to Sunday between 8.00 a.m. to 8.00 p.m. For meeting your Relationship Manager Jagdish Rawlo, you can take a prior appointment on the above mentioned number or email and visit at our office address.

Customer Care Department :

Acrux-105, Marathon Nexzone  
JNPT Road, NH4B Palapse Phata,  
Panvel, Navi Mumbai - 410206

In case you want to give any feedback, you can reach out to the project [customercare@marathonrealty.com](mailto:customercare@marathonrealty.com)

Looking forward for a long term association with you.

Thanking you.  
Yours Sincerely,

  
Jagdish Rawlo  
Relationship Manager-Customer Relations.  
Sanvo Resorts Pvt Ltd

Note : Reservation of your flat is subject to cancellation if payments as per timelines prescribed in the reservation form are not made. This communication does not provide any right in the property to the prospective buyer and the company reserves the right to cancel this allotment as per terms and conditions mentioned in the reservation form and / or the sale agreement.



**AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**BETWEEN**

**SANVO RESORTS PRIVATE LIMITED** a Private Limited Company registered under the Companies Act 1956 and deemed existing under the provisions of the Companies Act, 2013 and having its registered office at 702, Maratha Bhau Mahara Complex, LBS Road, Malad (West), Mumbai-400 050, hereinafter referred to as "The Promoter" (which expression shall unless it be required to be construed or meaning thereof be deemed to refer and include its successors and permitted assigns) of the **ONE PART**

**AND**

**M. Vikash** having residential address at Flat No. B 173, Main Tower, SBI Office Plaza, Chandraiwale, Mumbai-400029, Maharashtra, hereinafter referred to as "The Athlete" (which expression shall unless it be required to be construed or meaning thereof be deemed to refer and include in case of an individual hereinafter term, executor, administrator and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivors or survivor and the heirs, executor and administrator of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving members of the HUF and the heirs, executor, administrator and permitted assigns of such last surviving member of the HUF and the heirs, executor, administrator and permitted assigns of the last survivor of them and in case of a trust the trustees for the time being and from time to time of the trust and the survivors or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **OTHER PART**.

The Promoter and the Athlete are for the sake of brevity are individually referred to as "the Party" and collectively referred to as "the Parties".

**WHEREAS:**

A. The Promoter is the Lessee/Developer of and is seized and possessed of and otherwise well and sufficiently entitled to undertake the construction and development of all those pieces and parcels of land or ground admeasuring approximately 1,06,920 square meters lying, being and situate at Village Kolkhe Peth, Taluka Panvel in the District of Raigad and more particularly described in the **First Schedule** hereunder written and delineated by red colour boundary line on the Sanctioned Layout Plan annexed and marked as **Annexure "6"** hereto, and hereinafter referred to as ("**the Larger Land**"). However, as per the recently published plan the abovementioned plot/s fall within the recently published plan by City and Industrial Development Corporation of Maharashtra, Navi Mumbai Airport Influence Notified Area ("CIDCO NAINA").

B. The details pertaining to the title/rights/entitlement of the Promoter to the Larger Land is as follows:

(1) Mr. Dinesh Manilal Shah, (2) Ms. Bindu Dinesh Shah, (3) Mr. Praful Manilal Shah and (4) Ms. Falguni Praful Shah [hereinafter collectively referred to as the "**Owners**"] purchased and acquired their respective right, title, interest and became entitled to the said Larger Land by and under the following documents being:

**I. New Gut No. 5/1/D/1 admeasuring about 5623 square meters ("First Land") and 5/1/D/2 admeasuring about 3787 square meters ("Second Land").**

[Old Survey No. 94/1D admeasuring 9410 square meters, Convert into Gut No. 94/1D/1 admeasuring about 5623 square meters and 94/1d/2 admeasuring about 3787 square meters.]

- a. By and under a Sale Deed dated 21<sup>st</sup> July, 2006 executed between Rajarani Doshraji Soni therein referred to as the Vendor of the one part and Bindu Dinesh Shah therein referred to as the Purchaser of the other part and said Sale Deed, registered with the office of the Sub-Registrar of Assurances, Panvel under Serial No. PVL3/5344/2006, Rajarani Doshraj Soni has sold the First Land and Second Land to Bindu Dinesh Shah. The 7/12 Extract mutates this fact, vide Mutation Entry No. 2238.
- b. It appears that, Old Survey No. 94/1D admeasuring 9410 square meters, Convert and Split into two Gut i.e. Gut No.94/1D/1 admeasuring about 5623 square meters and Gut No.94/1D/2 admeasuring about 3787 square meters. The 7/12 Extract mutates this fact, vide Mutation Entry No. 2879.
- c. It appears that, vide letter dated 10<sup>th</sup> December 2020, bearing reference No. Prashasan/Ka. Ta 8/Va. M. Ga. R/ Kolkhe peth/2020. The Tahasildar Panvel, has communicated to the Talathi Kolkhe, about the sub-division of village into two Revenue Villages, land bearing Gut No.94/1D/1 admeasuring about 5623 square meters and Gut No. 94/1D/2 admeasuring about 3787 square meters, is now situate in new Revenue Village Known as Kolkhe Peth and New Gut Nos. were assigned, bearing New Gut No.5/1/D/1 admeasuring about 5623 square meters ("**First Land**") and 5/1/D/2 admeasuring about 3787 square meters ("**Second Land**"). The 7/12 Extract mutates this fact, vide Mutation Entry No. 2916.

**II. New Gut No. 6/1/2/1 admeasuring about 12126 square meters ("Third Land"), 6/1/2/2 admeasuring about 19761 square meters ("Fourth Land") and 6/1/2/3 admeasuring about 2673 square meters ("Fifth Land").**

[Old Survey No. 95/1 admeasuring 34560 square meters, convert/split into Gut No. 95/1/2/1 admeasuring about 12126 square meter, Gut No. 95/1/2/2 admeasuring about 19761 square meter and Gut No.95/1/2/3 admeasuring about 2673 square meter].

- a. By and under a Sale Deed dated 1<sup>st</sup> June 2006 executed between M/s. Dhariwal Development through its partners Ismail Ebrahim Dhariwal, Badruddin Ebrahim Dhariwal, Yahyabhai Ebrahim Dhariwal and Mohsin Ebrahim Dhariwal thereon referred to as the Vendors of the one part and Dinesh Manilal Shah and Praful Manilal Shah therein referred to as the Purchasers of the other part and said Sale Deed is registered with the office of the Sub-Registrar of Assurances, Panvel, under Serial No. PVL3/4101/2006. M/s. Dhariwal Development, has sold the portion of the Land (admeasuring 14560 square meters) to Dinesh Manilal Shah and Praful Manilal Shah. The 7/12 extract mutates this fact, vide Mutation Entry No. 2240.
- b. By and under a Sale Deed dated 23<sup>rd</sup> June 2006 executed between Aishwarya Financial Services Private Limited, therein referred to as the Vendor of the one part and Dinesh Manilal Shah and



4. It appears that Old Survey No. 2034 addressing 1000 square meters and Old Survey No. 2035 addressing 2000 square meters, are merged and split into Old No. 20301 addressing about 2000 square meters and Old No. 20302 addressing about 2000 square meters. The 112 Extract relates the fact, vide Mutation Entry No. 2079.

5. It appears that, vide letter dated 10<sup>th</sup> December 2008, bearing reference No. Pradhikaran/2, To Shri B. G. Kulkarni path(2008) The Tahsildar Panel, has communicated to the Talathi Kulkarni about the sub-division of village into two Revenue villages, and bearing Old No. 20301 addressing about 2000 square meters and Old No. 20302 addressing about 2000 square meters, a new scheme of two Revenue village known as Ruthe Peth and New Old No. were assigned bearing Old No. 20301 addressing about 2000 square meters ("South Land") and Old No. 20302 addressing about 2000 square meters ("North Land"). The 112 Extract relates the fact vide Mutation Entry No. 2079.

6. Old No. 20 addressing about 2000 square meters ("North Land")  
(Old Survey No. 20 class No. 4 addressing 2000 square meters, convert into Old No. 20 addressing 2000 square meters)

7. By and under a Deed dated 17<sup>th</sup> June, 2008 executed between Shri. Dhanraj Dhanraj Prasad Shrinani as the vendors of the one part and Shri. Chetan Chetan Chetan Chetan Shrinani as the Purchasers of the other part and registered with the office of the Sub-Registrar of Revenue, Panel under Serial No. P/1, 24/11/2008, vide Pradhikaran/2, the vendors have sold the said North Land and other more particularly mentioned Shri. Dhanraj Chetan Chetan and Shri. Pradip Chetan in the manner as stated therein. The same is also recorded in the 112 Extract vide Mutation Entry No. 2079.

8. It appears that, Old Survey No. 20 class No. 4 addressing 2000 square meters, convert into Old No. 20 class No. 4 addressing 2000 square meters. The 112 Extract relates the fact, vide Mutation Entry No. 2079.

9. It appears that, vide letter dated 10<sup>th</sup> December 2008, bearing reference No. Pradhikaran/2, To Shri B. G. Kulkarni path(2008) The Tahsildar Panel, has communicated to the Talathi Kulkarni about the sub-division of village into two Revenue villages, and bearing Old No. 20301 addressing about 2000 square meters, a new scheme of two Revenue village known as Ruthe Peth and New Old No. were assigned bearing Old No. 20 addressing about 2000 square meters ("North Land"). The 112 Extract relates the fact vide Mutation Entry No. 2079.

10. Old No. 21 addressing about 210 square meters ("North Land") and Old No. 22 addressing about 2100 square meters ("South Land")  
(Old Survey No. 20 addressing about 2000 square meters, convert and split into Old No. 201 addressing about 210 square meters and Old No. 202 addressing about 2100 square meters)

11. By and under a Deed dated 17<sup>th</sup> June, 2008 executed between Shri. Dhanraj Chetan Dhanraj Dhanraj Dhanraj, Pradip Chetan Chetan Chetan and Shri. Pradip Chetan Chetan Chetan Shrinani as the vendors of the one part and Shri. Chetan Chetan Chetan Chetan Shrinani as the Purchasers of the other part and registered with the office of the Sub-Registrar of Revenue at Panel under Serial No. P/1, 24/11/2008, the vendors have sold the said North and South Land to Shri. Chetan Chetan Chetan Chetan and Shri. Pradip Chetan Chetan Chetan in the manner as stated therein. The same is recorded in the 112 Extract vide Mutation Entry No. 2079.

12. It appears that, Old Survey No. 22 addressing about 2000 square meters, convert and split into Old No. 201 addressing about 210 square meters and Old No. 202 addressing about 2100 square meters. The 112 Extract relates the fact, vide Mutation Entry No. 2079.

13. It appears that, vide letter dated 10<sup>th</sup> December 2008, bearing reference No. Pradhikaran/2, To Shri B. G. Kulkarni path(2008) The Tahsildar Panel, has communicated to the Talathi Kulkarni about the sub-division of village into two Revenue villages, and bearing Old No. 201 addressing about 210 square meters and Old No. 202 addressing about 2100 square meters, a new scheme of two Revenue village known as Ruthe Peth and New Old No. were assigned bearing Old No. 21 addressing about 210 square meters ("North Land") and Old No. 22 addressing about 2100 square meters ("South Land"). The 112 Extract relates the fact vide Mutation Entry No.



Building No.	Particulars					
	Building Name	Zodiac	Zenith	Altis	Avior	Acrux
S1	Wing	A	B	C	D	E
	Building Name	Atria	Atlas	Aura	-	-
S2	Wing	A	B	C	-	-
	Building Name	Triton	Antilia	Vega	Ion	-
S3	Wing	A	B	C	D	-

**Phase-2**

Building No.	Particulars				
	Building Name	Aster	Bodhi	Cedar	Daffodil
S4+ S5	Wing	A	B	C	D

A copy of the said permission is annexed hereto as **Annexure "10"**. Details of revised Approvals/Permissions, Development Permission/Commencement Certificate are disclosed in **Annexure "9"** hereto. The copies of Development Permission/Commencement Certificate are annexed hereto as **Annexure "9A"** (Colly).

The Allottee is aware that, a single building may comprise of more than one Real Estate Project the details whereof are available on the RERA Website.

P. The rights retained by the Promoter under this Agreement in terms of exploitation of the present and future development rights with respect to the said Larger Land shall continue even after the execution of this Agreement or after the vesting of the said Land, Building or Wing or any part thereof in favour of the Society. The vesting of the said land, building or wing or any part thereof in favour of the Society/Apex Body shall be in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("MAHA RERA Rules"). It is specifically clarified that the rights over Premises not demised/transferred and unallotted car parks shall be exclusively with the developer/promoter even after any land/ building/wing or any part thereof has been vested in favor of the society/apex body and the same shall be governed by provisions of RERA and MAHA RERA Rules.

Q. Copy of the Title Certificate dated 29<sup>th</sup> October, 2021 and further Addendum/s to Title Certificate issued by Adv. Prasanna Tare certifying the right/ entitlement of the Promoter is annexed hereto and marked as **Annexure "12"** ["Title Certificate"].

R. By and under Agreement dated 7<sup>th</sup> July, 2011 executed between GAIL (India) Limited, (a government of India undertaking who is owning, operating and maintaining Panvel-Uran Gas pipelines and hydrocarbon pipelines), therein referred to as the Licensor of the One Part and the Company (who is to develop township surrounding the above pipelines) therein referred to as the Licensee of the Other Part, it is agreed by the Company not to erect any permanent structure such as building, wall, cables, plantation (other than grass, shrubs, hedges, trees) pond, water tank, on the Right of User as marked in the plan attached therein and the minimum distance of any dwelling building will be maintained from the pipeline and in the manner as more particularly set out therein. The Promoter will comply with the terms of this Agreement.

S. The Allottee enters into this Agreement after seeking legal advice on the various clauses and the rights retained by the Promoter under this Agreement.

T. The details of mortgage or lien or charge on portion of the Land marked as **Annexure "13"** is annexed hereto.

U. The Promoter is entitled to construct buildings hereinafter.  
V. The Promoter is undertaking the development of the project in a phase of known as...



- U. The Promoter is entitled to construct buildings on the Larger Land in accordance with the Recitals hereinabove.
- V. The Promoter is undertaking the development of the Larger Land in a phase-wise manner.
- W. The development of a building known as 'Marathon Nexzone Bodhi' ('said Building') and the development of part of the tower/wing of a building known as 'Marathon Nexzone Bodhi' which is a phase of the Whole Project (as defined below) and has been registered as a 'Real Estate Project' known as 'Marathon Nexzone Bodhi-1' ('the Real Estate Project') with the Real Estate Regulatory Authority ('Authority'), under the provisions of Section 5 of the RERA and read with the provisions of 'MAHA RERA Rules'. The description of the said Building and the Real Estate Project is mentioned in the Annexure "5" is annexed hereto. The Authority has duly issued the Certificate of Registration No P52000029858 ("RERA Certificate") for the Real Estate Project. The details of the RERA Certificate is more particularly mentioned in Annexure "5" hereto. A copy of the RERA Certificate is annexed and marked as Annexure "8" hereto.
- X. Pursuant to the sanctioned plans as amended from time to time, the Promoter has commenced construction on the said Land of the Buildings/wings, in the layout of the said Land in phase wise manner as may be sanctioned by the concerned authorities from time to time in accordance with the building rules and regulations. The Sanctioned Layout Plan is annexed hereto as Annexure "6".
- Y. The Promoter has also informed the Allottee and the Allottee is aware that the Promoter is proposing to construct more upper floors of the various building/s, resulting in an overall height of 33 habitable floors (excluding car parking floors) or more floors of the building/s and/or as per the full potential available. The details of the sanctioned and proposed number of floors of the said Building are as more particularly specified in the Annexure "5" annexed hereto.
- Z. The Allottee is informed and is aware that the said Land forms part of the said Larger Land, the common areas and amenities may be enjoyed by the Allottee of other buildings/real estate projects registered or proposed to be registered in future constructed/to be constructed on the said Larger Land and also buildings to be constructed from time to time by the Promoter on the said Land.
- AA. The Allottee has, prior to the date hereof, examined the copies of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the MAHA RERA Rules and has understood the documents and information in all respects.
- BB. The principal and material aspects of the development of the Real Estate Project is more particularly specified in the Annexure "5" ("Whole Project and Real Estate Project Details"). Other details about the Real Estate Project are briefly stated below:-
- i. The Promoter has informed to the Allottee(s) that 33 habitable floors or more floors and/or as per the full potential available, excluding car parking floors are proposed to be constructed on the said Building, subject to Promoter getting requisite FSI and Approval to construct the total number of floors proposed. The Allottee(s) is aware that if the Promoter does not obtain the required FSI or approval, then the number of floors proposed to be constructed on the said Building will be lower than the proposed floors. The Allottee(s) has/have agreed to acquire the said Premises considering the number of floors of the said Building being anywhere between sanctioned floor of the said Building to 33<sup>rd</sup> Floor or above and thus the last habitable floor of the said Building can be sanctioned floor of the said Building or anywhere above sanctioned floor of the said Building. The Allottee(s) has/have made informed decision to acquire the said Premises considering the said Building having minimum floor or maximum floor.

- act are from the sanctioning Space Index or to authorities of TDR, or TDR of land parcels, under
- x. It is expressly agreed that the Promoter shall be entitled to put a hoarding or give on lease site for pager station, cell base station and telecom towers, solar panels on said Land/Larger land or on the Buildings or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose Promoter is fully authorized to allow temporary or permanent erection or installation either on the exterior of the Building as the case may be without being liable to pay any fees/charges cost in this respect to the Society/Apex Body or the final organization that may be formed and the Allottee agrees not to object or dispute the same. The Promoter shall be entitled to install its logo in one or more places in or upon the Building and the Promoter reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.
- xi. The details of formation of the Society, and, conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in this Agreement.
- xii. The above details along with the annexures to the RERA Certificate, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>
- CC. The principal and material aspects of the development of the Larger Land ("Whole Project") as disclosed by the Promoter are briefly stated below-
- i. The Whole Project is known as 'Marathon Nexzone'. The area of the Larger Land to be developed in a phase-wise manner as more particularly specified in the Annexure "5" ("Whole Project and Real Estate Project Details").
- ii. Besides the Phase(s) which are registered under RERA as declared above the Promoter shall from time to time be registering balance development potential on the Larger Land as per the Proposed Layout Plan annexed hereto or modified as per approvals received from government authority as Annexure "7" as multiple phases, under RERA with the RERA Authority.
- iii. It is agreed by the Allottee that no consent of Allottee(s) shall be required for constructing Building(s), Upper Floors on the Building(s) and/or Wing(s) which can utilize the full FSI proposed to be utilized on the said Larger Land as the same is fully disclosed in this Agreement.
- iv. The details of Sanctioned and Proposed FSI for the Whole Project is as more particularly specified in the Annexure "5" ("Whole Project and Real Estate Project Details").
- v. The Promoter proposes to undertake the development of the Real Estate Project/Whole Project as per the Proposed Layout Plan. The Allottee has perused a copy of the Proposed Layout Plan ("Proposed Layout Plan") which specifies the location of the existing as well as new/future/further buildings/towers/wings to be built on the Larger Land, and also, the tentative locations where public amenity/reservations and other open and built-upon spaces are proposed to be situate. The copy of the Proposed Layout Plan is annexed and marked as Annexure "7" hereto.
- vi. The scheme and scale of development proposed to be carried out by the Promoter on the Larger Land in accordance with applicable law as amended from time to time is as mentioned in this Agreement.
- vii. The Promoter shall be entitled to confer title of particular building/tower/ wing or part of a wing to such Society/Other



- i. Sanctioned plans, layout plans, building plans, floor plans, change of user permissions, IOD, C.C., Parking Plans, Traffic NOC, MOEF EC, CFO NOC etc. (whichever is applicable).
  - ii. Title documents by which the Promoter has acquired the right and entitlement to develop the Larger Land.
  - iii. The authenticated copies of the 7/12 Extract (Village Form VII-XII) with respect to the Larger Land, which are annexed and marked as Annexure "11" hereto.
  - iv. The authenticated copy of the Sanctioned Floor Plan of the said Premises, is annexed and marked as Annexure "3" hereto.
- II. Further, the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained/being obtained by the Promoter.
- JJ. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, and amended proposed plans and approvals and permissions, as referred hereinabove.
- KK. The carpet area of the said Premises as defined under the provisions of RERA, is as more particularly specified in **Fourth Schedule** hereunder written and **Annexure "2"** ("**Premises and Transaction Details**"). The RERA carpet area in respect of the said Premises as mentioned in the **Annexure "2"** does not include some service areas such as Flower Beds, Decks, Utility Area, Dry Balcony, and some other areas such as Terraces among others and the allottee hereby agrees and undertakes not to misuse such areas. The Allottee hereby indemnifies and shall keep indemnified the Promoter against any penalty, costs, charges under any name whatsoever, that may be imposed upon the Promoter from any Public/ Private Authority due to misuse of any of the above mentioned areas. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter. **For the sake of clarity the Carpet Area as per RERA and the Carpet Area as per the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA) are as defined below-**
- i. **The Carpet Area (as per RERA) means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.**

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

net floor area within a building



some service areas such as Flower Beds, Decks, Utility Area, Dry Balcony and some other areas such as Terraces among others and the Allottee hereby agrees and undertakes not to enclose or misuse such areas. The Allottee hereby indemnifies and shall keep indemnified the Promoter against any penalty, costs, charges under any name whatsoever, that may be imposed on the promoter by any Public/ Private Authority due to misuse of any of the above mentioned areas. The said Premises is shown in the Sanctioned Floor Plan annexed and marked as **Annexure "3"** hereto.

- ii. The Allottee has paid before execution of this Agreement an amount more particularly specified in the **Annexure "2"** is annexed hereto as advance payment and hereby agrees to pay to the Promoter the balance amount of Consideration as per the payment schedule is more particularly specified in the **Annexure "2"**. The Receipt of the amounts paid by the Allottee to the Promoter has been annexed hereto as **Annexure "1"**.
- iii. In accordance with the progress of construction of the Building/Real Estate Project by the Promoter and the issuance by the Promoter to the Allottee of notice intimating the Allottee about the stage-wise completion of the said Building/Real Estate Project as detailed in the payment schedule (the payment at each stage is individually referred to as "the installment" and collectively referred to as "the installments"). The payment of the Installments shall be made by the Allottee within 15 (fifteen) days of the Promoter making a demand for the payment of the respective Installment, time being of the essence. Notwithstanding to whatever mentioned in this Agreement, the Allottee/s agrees and undertakes to make the payment of the entire balance Sale Consideration amount / all the balance payment slabs mentioned in the Payment Schedule on receiving Part Occupation Certificate/Occupation Certificate in respect of the said Premises without any objection or demur.
- iv. U/s.194-IA of Income Tax Act, 1961, the Allottee/s is/are required to deduct the TDS on the Sale Consideration amount and on Other Charges as per applicable laws/rules/regulations. The Allottee/s shall pay the applicable TDS to the concerned government account and submit Form 16B and/or such other proof of payment of TDS to the Promoter within 7 (seven) days.
- v. It is clarified that Consideration shall be payable by the Allottee for deposit in the Bank Account for the Real Estate Project, the details of the Bank Account are more particularly specified in the **Annexure "2"** ("**Premises and Transaction Details**") is annexed hereto and the same shall be used by the Promoter as per the provisions of RERA and MAHA RERA Rules.
- vi. The Consideration excludes taxes (consisting of tax paid or payable by way of Property Tax, CGST and SGST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including CGST and SGST, TDS and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof. Further details about the total taxes to be paid by the Allottee for his/her/their Premises is as specified in the **Annexure "2"** ("**Premises and Transaction Details**") annexed hereto.
- vii. The Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation/demand, published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- viii. The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Building is complete and the Occupancy Certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to a



Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the MAHA RERA Rules.

- ii. The Allottee shall, along with other allottees of the said Building, join in forming and register a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and MAHA RERA Rules, in respect of the said Building ("the Society").
- iii. For this purpose, the Allottee shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- iv. The name of the Society shall be solely decided by the Promoter.
- v. The Society shall admit all allottees of various premises in the said Real Estate Project as members, in accordance with its bye-laws.
- vi. The Society shall admit the allottees of the other real estate projects forming the part of the said Building as members of the Society so that the Allottees of all the real estate project in the same building will form and be part of one society and none of the members/allottees shall object to the same.
- vii. The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of premises that are not demised/transferred and unallotted car parks in the Real Estate Project if any.
- viii. In accordance with the provisions of RERA, the Promoter shall submit an application/s to the competent authorities to form a co-operative housing society in respect of the other Real Estate Projects to comprise solely of the allottees of premises in those particular real estate project/s in various buildings, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder read with RERA and the MAHA RERA Rules ("Other Societies"). The Promoter shall similarly undertake the necessary steps for formation of the Other Societies in which the allottees of the premises comprised in the other real estate projects comprised in the Larger Land shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and MAHA RERA Rules.
- ix. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee, as the case may be in the ratio of usable carpet area of the said Premises; and the Promoter shall not be liable towards the same.

#### 16. Sub-Lease to the Society and Other Societies:

- i. Within 3 months from the date of issuance of the Full Occupation Certificate with respect to the said Building, excluding the Basement/Lower Ground, Podiums (Car parking floor-ground, Podium-1 and Podium-2) of the said Building shall be sub-leased to the Society vide a registered Indenture of Sub-lease, provided however that the Basements/Lower Ground, Podium (Car Parking Floor-Podium-2) and stilts (if any) shall be retained by the Promoter and shall not be sub-leased. Conveyance is not executed (or in such case, the land below



- iii. It is further agreed between the parties that all undertakings, declarations, Indemnity bonds, deeds and writing/s given/executed and/or may be executed by the Promoter in favour of the concerned bodies/authorities in respect of the said Larger Land and its development shall be binding upon the Allottee/s and society including the Apex Body as may be formed of the Allottee/s of Premises.

**18. Sub-Lease of the Larger Land to the Apex Body:**

- i. Within a period of 3 (three) months of registration of the Apex Body and as per the provisions of RERA, the Promoter and the Apex Body shall execute and register an Indenture of Sub-lease whereby the Promoter shall sub-lease all its right, title and interest in the land comprised in the Larger Land alongwith Basement/ Lower Ground, Podiums (Car Parking Floor-Ground, Podium-1 and Podium-2) in various buildings except (a) Public Amenity area to be handed over to the Concerned Authority, (b) Retained Portions/Areas as more particularly specified hereinafter in Clause No.18(iii) and (c) the land on which Rental Housing Scheme is developed and in all areas, spaces, common areas, facilities and amenities in the Larger Land that are not already subleased to the Society/Other Societies, in favour of the Apex Body ("**Apex Body Conveyance**"). The Parties agree and confirm that, even after sub-lease of the Larger Land to the Apex Body, the Promoter shall deal with the premises that are not demised/transferred and the unallotted car parks in the Real Estate Project/s or the Whole Project as it deems fit and the allottee/group of allottees/society/societies or the Apex Body does not have any objection to the same.
- ii. The Apex Body shall be required to join in execution and registration of the Apex Body Conveyance. The costs, expenses, charges, levies and taxes on the Apex Body Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body alone. Post the Apex Body Conveyance, the Apex Body shall be responsible for the operation and management and/or supervision of the Larger Land including any common areas facilities and amenities and the Promoter shall not be responsible for the same.
- iii. The Allottee hereby irrevocably, unconditionally and expressly agrees and undertakes that the Promoter shall be entitled to retain the leasehold rights to the internal roadways/pathways marked as A-B-C ("**Retained Portion**") as more particularly set out in faint Grey colour in the plan annexed and marked as Annexure "7" ["**Proposed Layout Plan**"], forming a part of the Larger Land which includes the said Land and the Allottee shall only have a right to pass and re-pass over the said Retained Portion for the purpose of ingress and egress alongwith the other Allottees of the Larger Land which includes the said Land and proposed development on South side of the Naallah and/or the adjacent land and other third parties in whose favour rights may be created by the Promoter. The Promoter has proposed for a sufficient provision of the width of the access road of upto 18 mts. for the Allottee of the Larger Land to be shared with the proposed adjacent development and that the width of the road is more than the requirement in law as on the date of sanction. The Allottee understands that is an extremely important term and integral part of this Agreement and the same is clearly understood and accepted by the Allottee and the Allottee hereby consent to the same and undertake never to object to the same or demand any kind of right, transfer, interest in respect of these internal roadways/pathways.
- iv. The Allottee/s have been informed that the car parks on Lower Ground / Basement level are linked to Commercial / Office / Retail Shops in Marathon Nexzone Plaza 2. The car parks on these floors shall be made available to the Allottees of the other real estate projects at the sole discretion of the Promoter.
- v. As and when the Society/Apex Body is formed in terms of the applicable laws and if by then all the Premises envisaged to be constructed are not demised by the Promoter, then the Promoter shall hold such Premises which are not demised/transferred in its name not as member(s) of the Society/Apex Body but as the absolute owners thereof and it shall not be subject to or be governed by the bye-laws, rules or regulations of the Society/Apex Body and the Promoter shall have unqualified, unfettered and unrestricted rights and authority to demise/transfer and dispose or lease any Premises in the said Real Estate Project/s or the Whole Project as it deems fit and the allottee/group of allottees/society/societies or the Apex Body does not have any objection to the same.



leased/leased/assigned to the Apex Body.

23. The Allottee agrees and undertakes that, the Allottee shall deposit the following amounts ("Other Charges") with the Promoter by way of cheque/demand draft/RTGS/NEFT,-money for share money, application entrance fee of the Society and Apex Body, for formation and registration of the Society and Apex Body, for legal cost, charges and expenses, for proportionate share of taxes and other charges/levies in respect of the Society and Apex Body, for deposit towards provisional monthly contribution towards outgoings of Society and Apex Body, for deposit towards water, for electricity, club house membership and Club House Usage charges, for other utility and services connection charges and for deposits of electrical receiving and sub-station provided/to be provided in layout of the Larger Land as mentioned in **Annexure "2"** ("**Premises and Transaction Details**") annexed hereto. The Promoter has informed the Allottee and the Allottee is aware that the charges/deposits towards water, electricity, external drainage or any other service connection mentioned in the **Annexure "2"** are provisional in nature and may increase, due to increase in charges/deposits imposed by the concerned local bodies/government authority. If there is any increase in charges/deposits by the concerned local bodies/government authority, the Promoter shall demand the additional amount from the Allottee towards the water, electricity, external drainage or any other service connection and the Allottee agrees and undertakes to pay the additional amount to the Promoter without any objection.
24. The details of Other Charges are as mentioned below:-

i. **Adhoc Advance Maintenance (24 months):**

The Adhoc Advance Maintenance (24 Months) are exclusive of any taxes and the Allottee/s shall be required to make the payment of the CGST and SGST and/or any other taxes, levied upon these deposits separately.

ii. **Corpus Fund for Layout Maintenance and Advance Layout Maintenance (24 months):**

The Corpus Fund for Layout Maintenance and Advance Layout Maintenance (24 months) are exclusive of any taxes and the Allottee/s shall be required to make the payment of the CGST and SGST and/or any other taxes, levied upon these deposits/corpus fund separately.

iii. **Development/Infrastructure Charges:**

This charge is for the development of common infrastructure in the project and will be appropriated by the Promoter for such purposes. The Promoter will not be liable to give any account of how these funds are appropriated.

iv. **Share of Expenses for Society Formation and Legal Charges:**

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

v. **CLUB House Membership:**

The CLUB membership charge is optional. It includes membership for up to 4 family members of the Allottee/s. There will be an annual usage fee over and above this membership.

vi. **Electric and Water Connection Charges:**

This amount is used for electric and water connection infrastructure like meters, substations, receiving stations if any etc. The Promoter will not be liable to give any account of how these funds are appropriated. The Promoter has informed the Allottee and the Allottee is aware that the charges/deposits towards water, electricity, external drainage or any other service connection mentioned under the head "**Other Charges**" in the **Annexure "2"** are provisional in nature and may increase, due to increase in charges/deposits imposed by the concerned local bodies/government authority. If there is any increase in charges/ deposits by the concerned local bodies/government authority, the Promoter shall demand the additional amount from the Allottee towards the water, electricity, external drainage or any other service connection and the Allottee agrees and undertakes to pay the additional amount to the Promoter without any objection.



be developed and constructed on any portion of the Larger Land. The layout road between the two phases which is a retained portion will not be conveyed as has been mentioned hereinbefore.

## 28. Representations and Warranties of the Promoter:

The Promoter hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Report, and subject to the RERA Certificate:-

- i. The Promoter has clear and marketable title and has the requisite rights to carry out development upon the Larger Land and also has actual, physical and legal possession of the Land for the implementation of the Whole Project
  - ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project.
  - iii. There are no encumbrances upon the Real Estate Project except those as mentioned in this Agreement.
  - iv. There are no litigations pending before any Court of law with respect to the Real Estate Project.
  - v. All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law.
  - vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
  - vii. The Promoter has not entered into any Agreement and/or development agreement or any other agreement/arrangement with any person or party with respect to the Land and the said Premises, which will, in any manner, affect the rights of Allottee under this Agreement.
  - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from transferring the said Premises to the Allottee in the manner contemplated in this Agreement.
  - ix. At the time of execution of the Society Conveyance, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the said Building as detailed in the Sixth Schedule hereunder written to the Society.
  - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the Society Conveyance and thereupon shall be proportionately borne by the Society.
  - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoter in respect of the Land and/or the Project except those disclosed to the Allottee/s.
29. The Allottee, with intention to bring all persons into whosoever hands the said Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows:-
- i. To maintain the said Premises at the Allottee's own cost in good and tenantable repair and



- xi. The Allottee shall observe and perform all the rules and regulations which the Society and Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Real Estate Project/Tower/Wing and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Apex Body regarding the occupancy and use of the said Premises in the said Building/Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xii. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the said Building/Real Estate Project or any part thereof to view and examine the state and condition thereof.
- xiii. Till the Apex Body Conveyance is executed in favour of the Apex Body thereafter, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Larger Land, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.
- xiv. **The allottee/group of allottees/society/societies or the apex body is aware that there might be premises which are not demised/transferred and/or unallotted car parkings in the Real Estate Project/s or the whole project, even after the execution of society formation/execution of conveyance of the Real Estate Project/other Real Estate Projects/the Whole Project in the favor of Society/Societies/the Apex Body). The Promoter shall deal with the Premises not demised/transferred /unallotted car parking as it deems fit and the Allottee/group of allottees/society/ societies or the Apex Body shall not have any objection to the same.**
- xv. The Allottee agrees and confirms that notwithstanding that the Allottee has approached/may approach the Banks and/or the Financial institutions for availing loans in order to enable the Allottee to make the payment of the total consideration or part thereof in respect of the said Premises, it shall be the sole and the entire responsibility of the Allottee to ensure that the timely payment of the total consideration in respect of the said Premises. Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Promoter shall have first lien/charge until all the amounts including the total consideration, taxes and other charges and amounts payable in respect of the said Premises as provided herein have remained unpaid and the Allottee/s has no objection in this regard.
- xvi. The Allottee hereby indemnifies and shall keep indemnified the Promoter from and against all claims, costs, charges, expenses, damages and losses which the Promoter may suffer due to any action that may be initiated by the Bank/Financial institution on account of such loan or for recovery of loan on account of any breach by the Allottee of the terms and conditions governing the said loan and the Allottee undertakes to reimburse the same to the Promoter without any delay or demur or default.
- xvii. It is agreed that the Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such Bank only with the prior written consent of the Promoter. The Promoter will grant their no-objection, whereby the Promoter will express its no-objection to the Allottee availing of such loan and mortgaging the said Premises with such bank/financial institution, provided however, the Promoter shall not incur any liability/obligation for repayment of the monies so borrowed by the Allottee and/or any monies in respect of such borrowings including interest and cost and provided further that such mortgage created in favour of such bank/financial institution in respect of the said Premises of the Allottee shall not in any manner jeopardise the Promoter's right to receive full consideration and other charges and to develop the balance of the said Larger Land and such mortgage in favour of such bank/financial institution shall be subject to the Promoter's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee to the Promoter under the terms and conditions of this Agreement. The Promoter will issue the said no-objection letter provided that the concerned bank/financial institution agrees to make payment of the balance consideration of the said Premises directly to the Promoter as per the schedule of the consideration provided in this Agreement.



- xxvii. The Promoter shall bear and pay all outgoings and statutory dues including municipal taxes, work contract tax, taxes for land under construction and all the taxes relating to the said Larger Land, non-agricultural assessment and other assessments and/or dues and/or charges of any sort or in respect of and/or concerning the said Larger Land and the said Real Estate Project and the development of the said Larger Land and the said Real Estate Project. It is clarified that all taxes, dues, cess, outgoings with respect to the said Premises for a period prior upto possession shall be borne and paid by the Promoter and on and after the date of possession shall be borne and payable by the Allottee.
- xxviii. The Promoter herein has specifically informed the Allottee(s) and the Allottee(s) hereby agree, confirm and undertake that irrespective of any disputes, which may arise between the Promoter and the Allottee(s), the Allottee(s) shall punctually pay all amounts payable towards Consideration along with all taxes payable on demise or transfer of the said Premises and shall not withhold the same for any reason whatsoever.
- xxix. The Allottee(s) shall not be entitled to or claim any easement or right of light or air, which would restrict or interfere with in any manner whatsoever, the free and unobstructed use and enjoyment of any portion of the said Land or Larger Land and the adjacent, contiguous and adjoining Lands and properties of the Promoter, for the purpose of development thereof and/or any other lawful purpose;
- xxx. The Allottee(s) agrees and acknowledges that the Promoter has informed the Allottee(s) that for the completion of the Whole Project of development of the Larger Land, the Promoter is required to and the Promoter shall be entitled at all times, to carry out construction and/or any other allied work including completion work of the structures on the said Land and/or Larger Land, the Allottee(s) not only as a Allottee(s) of the said Premises, but also as a member or Managing Committee member of Society/Apex Body shall not at anytime, raise any objection, obstruction on any ground whatsoever, notwithstanding that there shall or may be any perceived or actual nuisance, annoyance and inconvenience that could arise during the construction and/or any other allied work including completion work of the structures on the said Land and/or Larger Land. The Allottee(s) and/or the Society/Apex Body shall not interfere with the rights, powers and authorities of the Promoter in respect of implementing the scheme of development of the said Land and/or Larger Land in any manner whatsoever. The Allottee(s) hereby undertakes to co-operate with and render all assistance to the Promoter in respect of the development of the said Land and/or Larger Land;
- xxxi. Notwithstanding anything herein contained the Promoter shall not be liable for any defect or damage caused to the said Premises or the Real Estate Project/said Building or to rectify any such defect caused as a result of negligence, improper maintenance, improper operation, any change, repair or alteration carried out by the Allottee(s). The liability of the Promoter under this Agreement shall forthwith cease in the event that the Allottee(s) makes any such change or carries out any repairs or alterations to the said Premises or the said Real Estate Project/said Building without the written consent of the Promoter.
- xxxii. The Promoter may complete part, portion or floor of the said Building and obtain part occupation certificate and give possession of Premises therein to the Allottee(s) of such Premises and the Allottee(s) herein shall not be entitled to raise any objection thereto. If the Allottee(s) takes possession of the said Premises in such partly completed wing, part or portion or floor and the Promoter or its agents or contractors shall carry on the remaining work with the Allottee(s) occupying his/her/their Premises, while simultaneously using common services of the building such as elevators etc and accessing common areas such as basements, podiums, lift lobbies etc, the Allottee(s) shall not demand any monies and/or shall not object to, protest or obstruct or create hindrance in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them.



The charges towards stamp duty fees and registration charges of this Agreement shall be borne by the Allottee alone. In the event, any liability towards the Stamp Duty arises in future, the Allottee/s shall be liable to bear the same.

47. **Dispute Resolution:**

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

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

Promoter : AAGCS9244M  
Allottee/s : ADQPV1507L,

49. **Governing Law:**

This Agreement and the rights and duties of the Parties arising out of this Agreement shall be governed by and construed in accordance with the laws of India and the competent courts of Panvel/Mumbai shall have exclusive jurisdiction for all disputes arising under this Agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

ALL that piece or parcel of Non-agricultural land or grounds situated lying and being Village-Kolkhe Peth, Tal. Panvel, Dist. Raigad within the limits of Panvel Municipal Council, Panvel as follows:

Sr. No.	Old Survey No.	Old Gut No.	New Gut No.	Area Square Meter	Land
1	94/1d	94/1d/1	5/1/D/1	5623	First Land
		94/1d/2	5/1/D/2	3787	Second Land
2	95/1	95/1/2/1	6/1/2/1	12126	Third Land
		95/1/2/2	6/1/2/2	19761	Forth Land
		95/1/2/3	6/1/2/3	2673	Fifth Land
3	95/2	95/2/2	6/2/2	3660	Sixth Land
4	95/3A and 95/3B	95/3/2/1	6/3/2/1	24121	Seventh Land
		95/3/2/2	6/3/2/2	509	Eighth Land
5	95/4	95/4	6/4	5560	Ninth Land
6	96	96/1	7/1	919	Tenth Land
		96/2	7/2	8741	Eleventh Land
7	97/1	97/1	8/1	2000	Twelfth Land
8	97/2	97/2/1	8/2/1	3028	Thirteenth Land
		97/2/2	8/2/2	662	Fourteen land
9	98/6A/1, 98/6A/2, 98/6B, 98/6C And 98/6D	98/6/2/1	9/6/2/1	2072	Fifteenth Land
		98/6/2/2	9/6/2/2	11678	Sixteenth Land
		Total		106920.00 Sq.mt. equivalent to 26.43 Acres	

BOUNDED ON FOUR SIDES AS FOLLOWS:

EAST : Gut No.94/1 Boundary  
WEST : Nalla  
SOUTH : Nalla  
NORTH : Mumbai-Uran National Highway (N.H.4B)

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
(Description of the MMRDA Portion)

ALL that piece or parcel of Non-agricultural land or grounds situated lying and being Village-Kolkhe Peth, Tal. Panvel, Dist. Raigad within the limits of Panvel Municipal Council bearing; (i) Old Survey No. 94/1D(pt), Old Gut Nos.94/1D/1(pt) & 94/1D/2(pt), New Gut Nos.5/1/D/1(pt) and 5/1/D/2(pt) respectively, (ii) Old Survey No.95/1(pt), Old Gut No.95/1/2/1(pt), 95/1/2/2(pt) & 95/1/2/3(pt) respectively, (iii) Old Survey No.95/3A(pt) and 95/3B(pt), Old Gut Nos.6/1/2/1(pt), 6/1/2/2(pt) & 6/1/2/3(pt) respectively, (iv) Old Survey No.6/3/2/1(pt) & 6/3/2/2(pt) respectively, admeasuring about 6.61 Acres equivalent to 26,730 square meters.

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

ALL that piece or parcel of Non-agricultural land or grounds, situated lying and being Village-Kolkhe Peth, Taluka Panvel, District-Raigad within the limits of Panvel Municipal Council, Panvel being portion of the Old Gut Nos. 96/1 & 96/2, New Gut Nos. 7/1 & 7/2 respectively, Old Gut No.97/1, New Gut No.8/1, Old Gut Nos.97/2/1 & 97/2/2, New Gut Nos. 8/2/1 & 8/2/2 respectively, Old Gut Nos.98/6/2/1 & 98/6/2/2, New Gut Nos.9/6/2/1 & 9/6/2/2 respectively, total admeasuring 9408 square meters approximately.

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

All the right, title and interest in the Premises/Flat No. 208 admeasuring 40.04 square meters RERA carpet area (i.e. 431.00 Sq.ft.) on the 2 floor of Sale Building No. S4+S5 in 'B' Wing in the Real Estate Project known as "Marathon Nexzone Bodhi-1" in the building known as "Marathon Nexzone Bodhi" of the said Whole Project known as "Marathon Nexzone".

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
(Description of Amenities of Whole Project)

**COMMON AMENITIES**

1. Paved Access.
2. Recreation space with Jogging Track, Play Park equipments and Concrete Paving all around the building.
3. Grand Entrance Lobby with High Speed Elevators.
4. \* Membership to Club House (optional) with Health Club, Indoor Sport Facility, Swimming Pool or Phase 1 Podium, Gymnasium to be shared with Real Estate Projects in all the Phases 1, 2 and 3 and/or any other future phases of the Larger Land. The Allottee/s shall be entitled to access the Club House only on payment of Club House Membership Charges and Club House usage charges as communicated to them at the time of sale of premises.
5. Compound walls and Security gates shall be provided.

\*Item 4 is charged as provided in the Agreement.

The common areas and amenities as mentioned in this Schedule for the Whole Project shall be completed at the time when the Real Estate Project namely 'Marathon Nexzone Aster -2' in the Whole Project is completed.



1. Staircase/s
2. Entrance Lobby
3. High Speed Lifts
4. Fire Fighting Facility as per local norms
5. Kids Play Area
6. Walking trail

The common areas and amenities as mentioned in this Schedule for the said Building shall be completed on completion of the said Building.

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

**SIGNED, SEALED AND DELIVERED** )

by the withinnamed "Promoter" )

**Sanvo Resorts Private Limited** )

By the hand of its Authorized Signatory )

in the presence of ....

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

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

**SIGNED AND DELIVERED** )

by the withinnamed "Allottees" )

**Mr. Vikash** )

in the presence of ....

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

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

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### List of Annexures

Annexure "1"	-	Receipt
Annexure "2"	-	Premises and Transaction Details
Annexure "3"	-	Sanctioned Floor Plan
Annexure "4"	-	Particulars of the brand and pricing of Internal Amenities of the Premises
Annexure "5"	-	Whole Project and Real Estate Project Details
Annexure "6"	-	Sanctioned Layout Plan
Annexure "7"	-	Proposed Layout Plan
Annexure "8"	-	RERA Certificate
Annexure "9"	-	Details of Revised/Amended Approvals/Permissions, Development Permission and Commencement Certificate
Annexure "9A" (Colly.)	-	CIDCO has vide its order dated 09/01/2018 bearing reference No.CIDCO/NAINA/PANVEL/Kolkhe/BP-81/Amended CC/2018/1095 granted Commencement Certificate and revised/amended/revalidated Development Permission/Commencement Certificate issued by CIDCO.
Annexure "10"	-	Order dated 20/10/2012 bearing reference No. MASHA/L.N.A.1(B)/P.K.173/2011 for the development of Sale Building sanctioned by the Collector of Raigad.
Annexure "11"	-	The authenticated copies of the Survey Register for 7/12 Extract (Village Form VII-XII) with respect to the Larger Land
Annexure "12"	-	Title Certificate and further Addendum/s to Title Certificate issued by Adv. Prasanna Tare
Annexure "13"	-	Details of Mortgage

1. Whole Proj  
Whole p  
Palas  
2. R

MARATHI



**ANNEXURE "2"**  
**(Premises and Transaction Details)**

**1. Whole Project :**

Whole Project known as 'Marathon Nexzone' situate at National Highway 4B- JNPT Expressway, Near Palasphe Phata, Panvel, Navi Mumbai, India.

**2. Real Estate Project :**

- a. Name : **Marathon Nexzone Bodhi-1**
- b. Building Name : **Marathon Nexzone Bodhi**

**3. Details of the Premises :**

- a. Type of Residential Flat/Premises : **1 BHK**
- b. Residential Flat/Premises No. : **208**
- c. Floor : **2**
- d. Wing : **S4+S5-B**
- e. Carpet Area As Per MOFA (Inclusive of enclosed balcony) : **40.47 Sq.mt. ( 435.62 Sq.ft)**
- i. Open Balcony/Terrace Area : **3.13 Sq.mt. ( 33.69 Sq.ft)**
- Total MOFA Carpet Area + Open Balcony/Terrace Area** : **43.60 Sq.mt. equivalent to 469.31 Sq.ft.**
- f. Carpet Area As Per RERA (Exclusive of enclosed balcony) : **40.04 Sq.mt. ( 431.00 Sq.ft)**
- g. Other Areas exclusive to the said Premises if any : **3.21 Sq.mt. ( 34.55 Sq.ft)**
- i. Enclosed Balcony Area : **3.13 Sq.mt. ( 33.69 Sq.ft)**
- ii. Open Balcony/Terrace Area : **46.38 Sq.mt. equivalent to 499.24 Sq.ft.**
- Total RERA Carpet Area +Enclosed Balcony+Open Balcony/Terrace Area** : **ONE**

**4. Number of Car Parking/s**

**5. Consideration Details :**

- a. Consideration for said Premises : **Rs.48,84,507.00**

**Rupees: Forty Eight Lakh Eighty Four Thousand Five Hundred Seven Only**

- b. Advance Payment made towards Consideration by the Allottee/s before execution of this Agreement of Rs. 47,620.00/- (Rupees: Forty Seven Thousand Six Hundred Twenty Only)

**c. Payment Schedule :**

SR. NO.	MILESTONE,NAME	%
1	On Booking	9.90
2	After registration	15.10
3	On or after initiation of 20th Slab	25.00
4	On Completion of electrical/D&W/painting of Apartment	5.00
5	On Possession	100%
<b>TOTAL</b>		

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

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

- a. Bank Account Number : 57500000676094  
 b. Account Name : SRPL Marathon Nexzone BODII-1 Collection Escrow  
 c. Bank Name : HDFC Bank  
 d. Branch : Mulund (West)  
 e. Bank Address : 5/6/7, Jalaram Ashich Chs, Devidayal Road, Mulund (West), Mumbai Maharashtra 400080A  
 f. IFSC Code : HDFC0000652

7. Details of Taxes to be paid by the Allottee for Premises :

GOVERNMENT TAXES AS APPLICABLE ON ACTUALS		
a.	Tax Deducted at Source	As Applicable*
b.	Stamp Duty	As Applicable*
c.	Registration	As Applicable*
d.	CGST and SGST	As Applicable
e.	Property Tax	As Applicable*
f.	Any Applicable Tax/Cess/Duty as may be applicable from time to time	As Applicable*

\*as per on date of Agreement and booking date.

8. Maintenance Charges :

QUARTERLY MAINTENANCE CHARGES		Amount
a.	Maintenance Charges/Outgoings for Premises **	8,495.00
b.	Maintenance Charges for Car Parking **	1,200.00
c.	Layout Maintenance Charges ** (to be paid till the conveyance of the Larger Land in favour of the Apex Body)	1,089.00

\*\*Per quarter in advance on or before 5th day of beginning of every quarter. Applicable post receipt of occupation certificate for flat.

Note: Maintenance Charges mentioned in clause 8(a) to 8(c) are exclusive of GST and the Allottee/s shall be required to pay the applicable GST separately.

9. Other Charges :

The Allottee/s shall on or before delivery of possession of the said Premises deposit and keep deposited with the Promoter the following amounts, which shall be transferred to the Society/Apex Body. Other Charges are exclusive of GST. The Allottee/s will be required to make the payment of applicable GST on the components of Other Charges mentioned in the table in clause 9(a) and 9(b).

Sr.No.	MISCELLANEOUS CHARGES ( PAYABLE BEFORE POSSESSION )	Amount
1	Adhoc Advance Maintenance (24-months)	67,957.00
2	Advance Layout Maintenance on Carpet (24-Months)	8,712.00
3	Corpus Fund For Layout Maintenance.	34,850.00
	<b>TOTAL MISCELLANEOUS CHARGES</b>	<b>1,11,519.00</b>

b. The Allottee/s shall on demand pay to the Promoter the following amounts:-

Sr.No.	MISCELLANEOUS CHARGES	Amount
1	MSEB/ MJP (Electric Meter, Legal and Other Charges)	1,10,000.00
2	Development/ Infrastructure Charges	78,412.00
3	Share of Expenses for Society Formation and Legal Charges	20,400.00
4	Share Application Money and Entrance Fee	600.00
	<b>TOTAL MISCELLANEOUS CHARGES</b>	<b>2,09,412.00</b>



## ANNEXURE "4"

(Particulars of the brand and pricing of Internal Amenities of the Premises)

Sr. No.	Internal Amenities	Brand	Price
1	All rooms with vitrified tiles flooring	Kajaria/Nitco/Johnson/Somany/Simpolo or equivalent, of size 2' x 2'	Rs.40/- per Sft.
2	Walls and ceiling shall be painted in Oil Bound Distemper paint	Godavari/Asian Paint/Berger/Nitco make or equivalent	-
3	Granite Kitchen platform with Sink Stainless Steel shall be provided	SS 304 Satin Finish Carysil/ Franke/ Nirali/ Diamond make or equivalent	Rs.2200/- per no.
4	Kitchen wall above platform shall be finished with Ceramic Tiles upto 2' height and shall be painted in Oil Bound Distemper paint above 2'	Tiles: Kajaria/Nitco/ Johnson/ Somany/Simpolo or equivalent make of size 2' x 1'	Rs.35/- per Sft.
5	All the Toilets shall be Designers Toilets with Ceramic tiles upto door frame height	Tiles make of Kajaria/Nitco/ Johnson/ Somany/Simpolo make or equivalent of size 2' x 1' for Dado and 1' x 1' for flooring	Rs.35/- per Sft.
6	All the Toilets shall have concealed plumbing with I.S.I. quality fittings.		-
7	All the Toilets CP and Sanitary fittings	Jaquar/ROCA/Parryware/CERA or equivalent make	-
8	All the Windows shall be made of powder coated Aluminium	Jinda/Hindustan Aluminium/Global/Bonco or equivalent sections of make	-
9	All the door frames shall be made of Red Merandi Wood and all living & bed room shutters shall be Solid Core Flush Doors of 35mm thk with both side laminated. All the toilet shutters shall be both side laminated.	Shutters shall be Kalpataru/Shreeji/ Sanghavi/Sunrise or equivalent make.	Main Door and Bedroom Door Rs.216/- Sft. Toilet Door Rs.240/- Sft.
10	Intercom System at security gate for the communication in each flat shall be provided. MTNL/ BSNL/other service provider telephone wiring shall be concealed.	-	-
11	Provision for T.V. cable connections in each flat shall be provided with concealed Plug Points.	-	-
12	C.C.T.V. security system shall be provided to screen visitors at ground floor	HikVision/CP plus/ Dahua/Panasonic or equivalent make	-
13	All the Electrical wiring shall be concealed and flat will be having Copper wire. Circuit Breakers shall be provided in place of Fuses	Copper Wire of makes Polycab/KEI/Finolex or equivalent make and Circuit Breaker of make ABB/Schneider/L & T/Anchor/ Siemens or equivalent	-

**ANNEXURE "5"**  
(Whole Project and Real Estate Project Details)

**A. WHOLE PROJECT**

**1. Details of Whole Project:**

- a. The Name of the Whole Project: 'Marathon Nexzone' situate at National Highway 4B- JNPT Expressway, Near Palasphe Phata, Panvel, Navi Mumbai, India.

- b. The Area of Whole Project is as per First Schedule mentioned in the Agreement.

**2. Development:**

- a. The Area of the Larger Land shall be developed in a phase-wise manner over a period of time. The Whole Project will consist of number of Real Estate Projects constituting various phases of the Whole Project.

- b. The Promoter is constructing the buildings as independent buildings/wings. However, either by basement or by stilt area or by commercial block or by podium, each one of the said buildings may be connected with other and/or horizontally connected to each other as horizontal extension to each other may be with common partition walls or by dead walls as the case may be and the Allottees are aware of the same.

- c. Plot A: Residential/Commercial/Amenity development or development as may be approved by the Concerned Authority is proposed on Plot A of the Larger Land. This is future/proposed development.

- d. Plot B1: Plot B1 is proposed to be developed as Residential/Commercial/ Amenity development.

- e. Plot B2: A rental Housing Scheme is proposed on Plot B2. The Plot B2 as well as the premises constructed under the Rental Housing Scheme on Plot B2 shall be handed over to MMRDA.

- f. Plots B1 and B2 are being developed initially. Thereafter, development of other plots will be initiated in a phasewise manner.

- g. Plot C: Plot C is proposed to be developed as Mixed User/Hotel/ Shopping/Commercial Development subject to approvals from the Concerned Authority. This is future/proposed development.

- h. There will be a common entrance for all the phases in the Whole Project.

**3. Sanctioned and Proposed Plan:**

- a. The development of the Whole Project is presently undertaken as per the Sanctioned Layout Plan which has been annexed as Annexure "6" in the Agreement.

- b. The Promoter proposes to develop the Whole Project and the Real Estate Project as per the Proposed Layout Plan as annexed hereto as Annexure "7". The Promoter reserves the right to get the Proposed Layout Plan sanctioned from the Concerned Authorities.

**4. Details of Sanctioned Floor Space Index (FSI) and Proposed FSI for Whole Project:**

- a. Sanctioned FSI: 362648.99 Sq.mtrs.

- b. Proposed FSI: 4,60,000 Sq.mtrs. The additional FSI, over and above the sanctioned FSI, could be utilized by the Promoter on account of the increase in the Floor Space Index in the locality or Floor Space Index available by paying premium or price to authorities or additional Floor Space Index becoming available on account of acquisition of Transferable Development Rights, or TDR that may be available due to development of amenity space, acquisition/amalgamation of land parcels, change in the DC Regulations or other provisions under which additional FSI shall be made available to the development. The total number of premises/floors in the building will vary as per the available potential.

5. Details of Aggregate area of the recreation open space for Plot A: 1200 Sq.mt.



## 6. Common Areas & Amenities:

The common areas, facilities and amenities in the Whole Project that may be allotted and are listed in the Fifth Schedule ("Common Areas and Amenities Project") in the Agreement. The common areas and amenities for the Whole Project shall be completed at the time when the Real Estate Project namely 'Marathon Nexzone Bodhi' is completed.

7. The nature of the organization of Allottee/s to be constituted and to which the parcels is to be sub-leased on completion of Real Estate Project/Whole Project is particularly specified in the Agreement.

## B. BUILDING AND REAL ESTATE PROJECT

### 1. Details of RERA Certificate:

The Real Estate Regulatory Authority has duly issued a Certificate of Registration No.P52000029858 ("the RERA Certificate") for the Real Estate Project and a copy of the Certificate is annexed and marked as Annexure "8" to the Agreement.

### 2. Details of Building:

The development of a building known as 'Marathon Nexzone Bodhi' ("said Building") comprising of Lower Ground level (part parking, part shops), Ground, 1st and 2nd floors (part parking, part Residential and part shops) being closest to 4th Residential floor, 3rd Level (part Podium and part residential floors (sanctioned) and proposed upto 33rd habitable floor and 5th to 27th Residential floors (sanctioned) and proposed upto 33rd habitable floor or more floors and/or as per the full potential available.

### 3. Details of Real Estate Project:

- a. The development of part of the building is known as "Marathon Nexzone Bodhi" on the part of the said Land consisting of Lower Ground level (Part Parking), Ground, 1st and 2nd Level (part Residential and part Parking) being closest to 4th & 3rd Residential floors, 3rd Level (part Podium and part residential) being closest to 4th to 20th residential floors is known as "Marathon Nexzone Bodhi-1" ("Real Estate Project").
- b. The development of part of the building is known as "Marathon Nexzone Bodhi" on the part of the said Land consisting of 21st floor to 27th floor (sanctioned) and upto 33rd floors (proposed) is known as "Marathon Nexzone Bodhi-2".

### 4. Type of Premises:

The Real Estate Project shall comprise of premises consisting of apartments, flat/s, duplexes, penthouses, shops, offices.

### 5. Sanctioned Floor Space Index (FSI):

- a. Total FSI of 9500 Sq.mt. has been sanctioned for consumption in the construction and development of the Real Estate Project.

### 6. Proposed Floor Space Index (FSI):

- a. The Promoter proposes to eventually consume a further FSI of 14500 Sq.mt. in the construction and development over and above the sanctioned FSI, could be granted by the authorities in the form of Transfer of Right or additional

The common areas, facilities and amenities in the said Building that may be usable by the Allottee/s are listed in the Sixth Schedule ("Common Areas and Amenities of the said Building") to this Agreement.

**8. Formation of Society and Conveyance:**

The formation of the Society and Sub-Lease of land in the Whole Project shall be in the manner as mentioned in the Agreement.

**9. Possession of Premises:**

The date of handover of possession of the said Premises in the Real Estate Project is Jun 30, 2026. However, if any extension is granted by RERA to the Real Estate Project, then such new extended date will be considered as the date of handover of possession of the said Premises.

**10. The name and address of the Architect:**

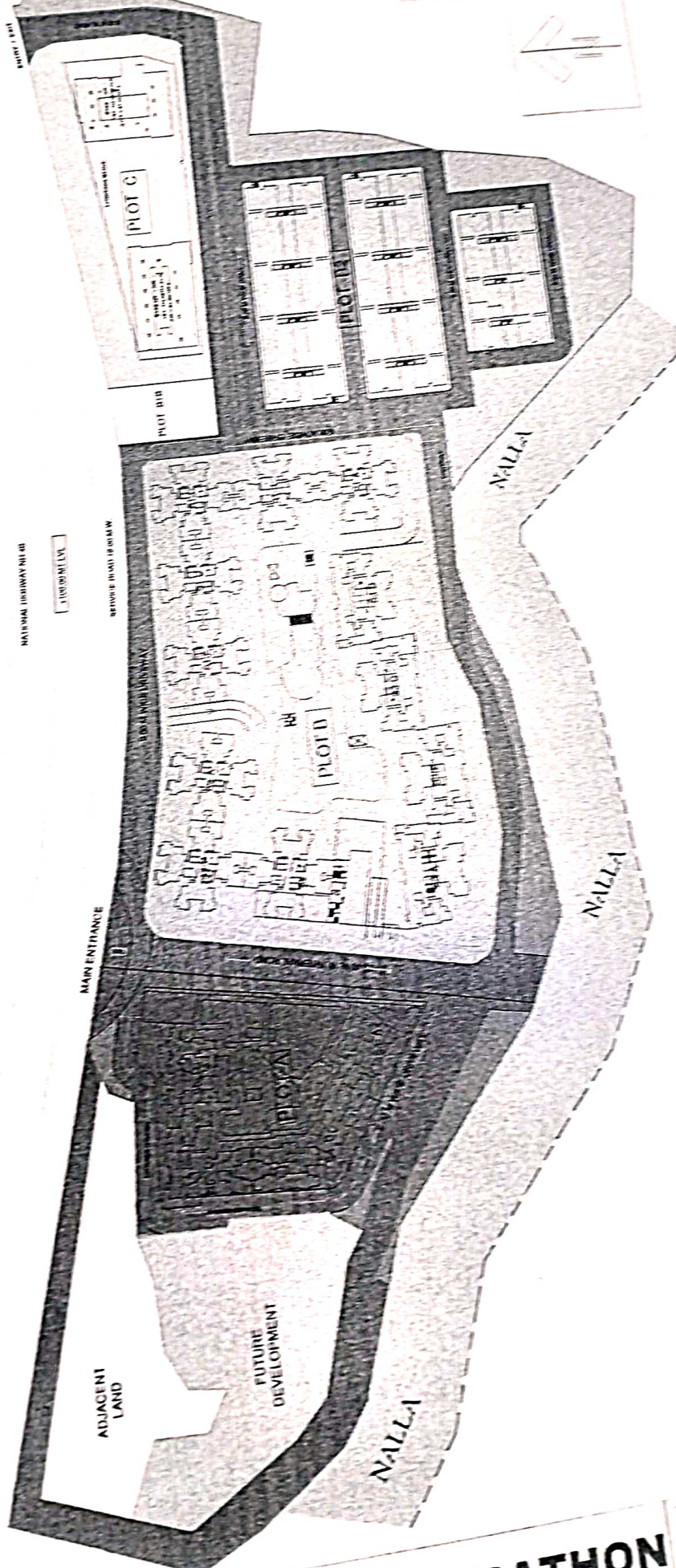
Matrix Architects & Engineers, 702, Marathon Max, Mulund Goregoan Link Road, Mulund (W),  
Mumbai - 400 080.

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ANNEXURE "6"

TO PANEL



TO JUNCT

NATIONAL HIGHWAY NH 48

SERVICE ROAD B ROAD

MAIN ENTRANCE

ADJACENT LAND

FUTURE DEVELOPMENT

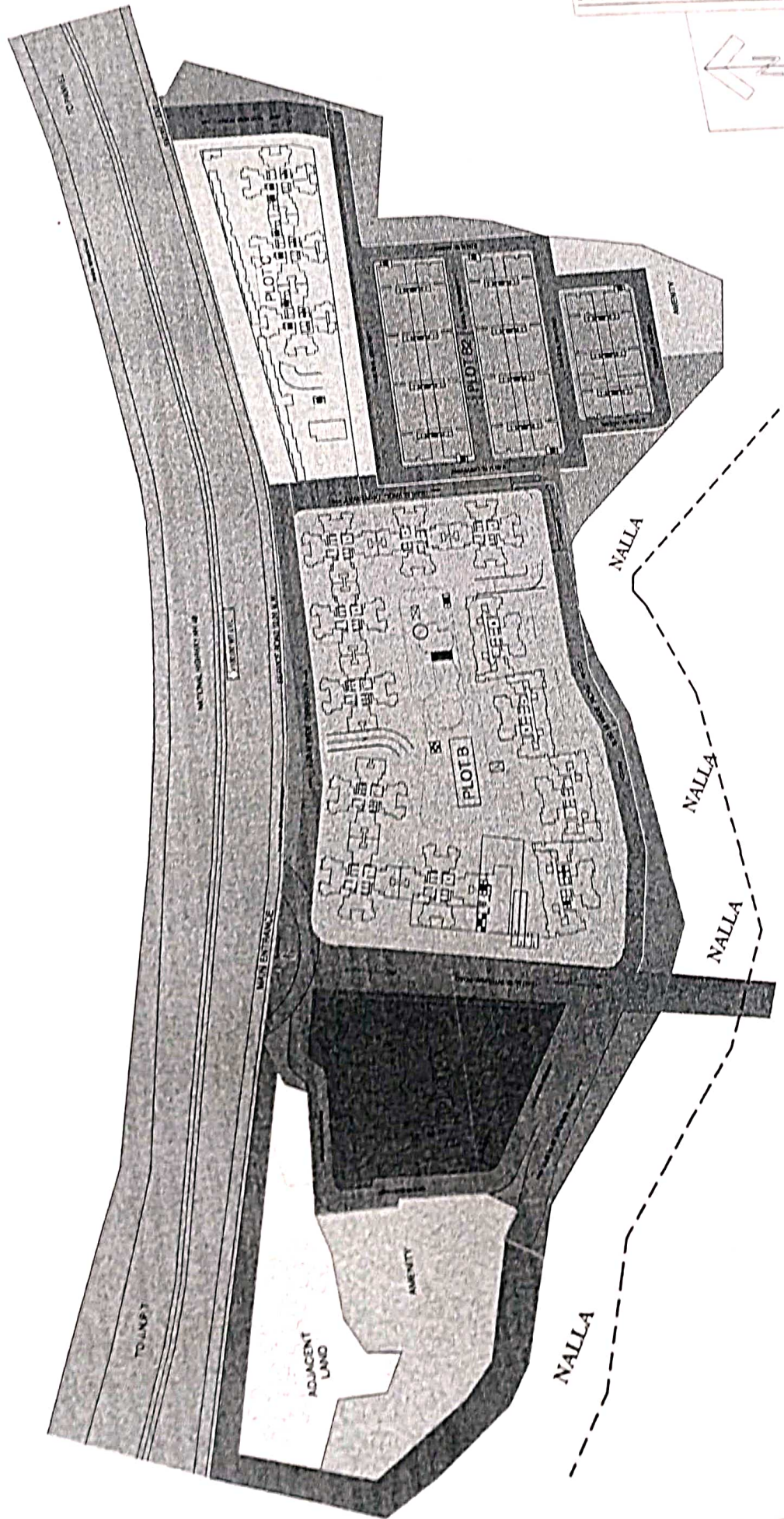
NALLA

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ANNEXURE "7"



**MATRIX**  
702 MARATHON MAX  
MULLUND GOREGAON LINK RD  
MULLUND (W)  
OFFICE - 67729494

**MARATHON**



ANHEXURE " Y "



**Maharashtra Real Estate Regulatory Authority**

**REGISTRATION CERTIFICATE OF PROJECT**

**FORM 'C'**

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :  
P52000029858

Project: **MARATHON NEXZONE BODHI - 1** , Plot Bearing / CTS / Survey / Final Plot No.: 95/1 95/2 97/1 97/2/1 97/2/2  
98/6/2/1 98/6/2/2 at Kolkhe, Panvel, Raigarh, 410206;

1. Sanvo Resorts Pvt. Ltd. having its registered office / principal place of business at Tehsil: Kurla, District: Mumbai  
Suburban, Pin: 400080.

2. This registration is granted subject to the following conditions, namely:-

- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (f) of sub-section (2) of section 4 read with Rule 5;

OR  
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from 08/07/2021 and ending with 30/06/2026 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
  - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid  
Digitally Signed by  
Dr. Vasant Premchand Prabhu  
(Secretary, MahaRERA)  
Date: 08-07-2021 17:50:35

Dated: 08/07/2021  
Place: Mumbai

Signature and seal of the Authorized Officer  
Maharashtra Real Estate Regulatory Authority

**ANNEXURE "9"**  
**(Details of Revised/Amended Approvals/Permissions, Development Permission and Commencement Certificate)**

**1. Details of Development Permission/Commencement Certificate:**

- i. City and Industrial Development Corporation of Maharashtra, Navi Mumbai Airport Influence Notified Area ("CIDCO NAINA") has vide its Order No. CIDCO/NAINA/PANVEL/Kolkhe/BP-81/CC/2014 dated 07/05/2014 granted Commencement Certificate for Phase-1 Property.
- ii. CIDCO NAINA has thereafter issued revised Development Permission/Commencement Certificate vide its Order No. CIDCO/NAINA/PANVEL/Kolkhe/BP-81/Amended CC/2018/1095 dated 09/01/2018 for Phase-1 Property and Phase-2 Property.
- iii. CIDCO NAINA has thereafter issued Amended Commencement Certificate vide its Order No. CIDCO/NAINA/PANVEL/Kolkhe/BP-81/Amended CC/2020/97/SAP/1880 dated 26/02/2020 for Phase-2 Property and this Amended CC is revalidated vide letter dated 5<sup>th</sup> May, 2021 bearing no. CIDCO/NAINA/PANVEL/Kolkhe/BP-81/CC/Revalidation/2021/125 issued by CIDCO NAINA.
- iv. The copies of Development Permission/Commencement Certificate are annexed hereto as Annexure "9A" (Colly.).

MARATHON MARATHON