

398/11241

Thursday, June 06, 2024

12:22 PM

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 12344 दिनांक: 06/06/2024

गावाचे नाव: बारदोली

दस्तावेजाचा अर्जक्रमांक: पबल3-11241-2024

दस्तावेजाचा प्रकार : करांरनामा

सादर करणा-याचे नाव: अर्जनीश कुमार यादव

नोंदणी की

दस्त शिवाळणी की

पुष्टीची संख्या: 150

₹. 33000.00

₹. 3000.00

₹. 30000.00

आपणास मूळ दस्त, शिवाळणी प्रिंट, पुष्टी-२ अर्जाचे

12:42 PM रोज़ा वेळस मिळेल.

Sub Registrar Panvel 3

सहाय्य निवेदन वगैरे,

पुढील क्र. ३.

बाजार मूल्य: ₹. 644160 /-

मोबदला ₹. 8567000/-

मार्केट मूल्यांकन शुल्क : ₹. 257100/-

1) दयकावा प्रकार: DHC रकम: ₹. 1000/-

डोली/घनादेश/पे ऑर्डर क्रमांक: 0624050118326 दिनांक: 06/06/2024

बँकेचे नाव व पत्ता:

2) दयकावा प्रकार: DHC रकम: ₹. 2000/-

डोली/घनादेश/पे ऑर्डर क्रमांक: 0624053318299 दिनांक: 06/06/2024

बँकेचे नाव व पत्ता:

3) दयकावा प्रकार: eChallan रकम: ₹. 30000/-

डोली/घनादेश/पे ऑर्डर क्रमांक: MH003103096202425E दिनांक: 06/06/2024

बँकेचे नाव व पत्ता:

मुद्रांक शुल्क माफी असल्यास तपशिल :-

1) The Integrated Township Project : No. Mudrank-2020/UOR-20/CR-148/M-1(Policy), Dated 20th Jun 2023

पावती





sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	AVANISH KUMAR YADAV AND OTHER	eChallan	69103332024060514077	MH003103096202425E	257100.00	SD	0001724560202425	06/06/2024
2		DHC		0624050118326	1000	RF	0624050118326D	06/06/2024
3		DHC		0624053318299	2000	RF	0624053318299D	06/06/2024
4	AVANISH KUMAR YADAV AND OTHER	eChallan		MH003103096202425E	30000	RF	0001724560202425	06/06/2024

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]





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 2028 99289  
 3-3-3

Print Home

मूल्यंकन पत्रक (शहरी क्षेत्र-खुली जमीन)

Valuation ID : 20240606268

06 June 2024, 10:03:19 AM पृष्ठ 13

मूल्यंकनाचे वर्ष : 2024

विल्दा : राधाड

तालुका : पनवेल

उपमूल्य विभाग : 35/2-गावठाण व पाडे

क्षेत्राचे नाव : A Class Palka

वार्षिक मूल्य दर तक्त्यानुसार जमिनीचा दर

खुली जमीन	निवासी	सदनिका	कार्यालय	दुकाने	औद्योगिक	मोखमापनाचे एकक
4880	28800	33100	36000	33100	33100	व्. मीटर

मिळकतीचे क्षेत्र 120 व्. मीटर  
 Layout Plot

Applicable Rules : 16 फ

1. 120 व्. मीटर क्षेत्रासाठी वार्षिक मूल्य दर 100 % मूल्य दर = 4880/-  
 120 व्. मीटर क्षेत्रासाठी मूल्य = 120 \* 4880 = 585600/-

जमिनीचे एकत्रित अंतिम मूल्य = मिळकतीचे क्षेत्र (1) मूल्य + मिळकतीचे क्षेत्र (2) मूल्य

= 585600 + 0 = 585600/-

+ 10% 644160 = र पाच लाख पच्चासहस्री हजार सहाशे शें /-



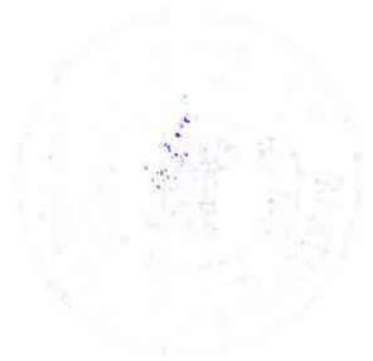
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Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN	0624053318299
Date	05/06/2024
Received from DHC, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(SARITA) in the Sub Registrar office Joint S.R. Panvel 3 of the District Raigarh.	
Payment Details	
Bank Name	SBIN
Bank CIN	10004152024060517279
REF No.	415786778659
Date	05/06/2024
This is computer generated receipt, hence no signature is required.	



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99229	2028
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Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN	0624050118326
Date	05/06/2024
Received from DHC, Mobile number 0000000000, an amount of Rs.1000/-, towards Document Handling Charges for the Document to be registered(SARITA) in the Sub Registrar office Joint S.R. Panvel 3 of the District Raigarh.	
Payment Details	
Bank Name	SBIN
Bank CIN	10004152024060517302
REF No.	415786877631
Date	05/06/2024
This is computer generated receipt, hence no signature is required.	





Handwritten signature

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
राज्य सरकार के द्वारा जारी किया गया दस्तावेजों को केवल उपरोक्त कार्यालय में ही दर्ज किया जा सकता है।

Table with columns: GRN, BARCODE, Date, Form ID, Payer Details, Department, Type of Payment, Office Name, Location, Year, Full Name, Premises/Building, Account Head Details, Amount in Rs., Road/Street, Area/Locality, Town/City/District, PIN, Remarks, SecondPartyName, Amount in Words, Total, Payment Details, Cheque-DD Details, Cheque/DD No., Bank of Bank, Name of Branch.



CHALLAN MTR Form Number-6





100-100000	
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100-100000 - 3	

Sr. No.	1	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
			0001724560202425	06/06/2024-12:22:26	IGR148	30000.00

Challan Defaced Details

Department ID : 8268479193  
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
 माली. हात घालेले फुले गेलेले कागदपत्रे कोर्टात दाखल करता येणारे नाहीत. कोर्टात दाखल करायचे असल्यास नवीन कागदपत्रे घ्यावे.

Name of Branch		Scroll No. , Date		Name of Bank		Bank-Branch		Cheque/DD No.		Bank Date		RBI Date		Bank CIN		Ref. No.		Bank No.		Cheque-DD Details	
		Not Verified with Scroll		IDBI BANK				05/06/2024-18:24:53		05/06/2024-18:24:53		Not Verified with RBI		691033332024060514077		742760585					
Payment Details										FOR USE IN RECEIVING BANK											
IDBI BANK										Total											
Amount In										Words											
Two Lakh Eighty Seven Thousand One Hundred Rupees										2,87,100.00											
INFASTRUCTURE PRIVATE LIMITED-										Only											
SecondPartyName=WADHWA CONSTRUCTION AND										Remarks (If Any)											
VILLAGE VARDOLI TAL PANVEL DIST RAIGAD										PIN											
Road/Street										Town/City/District											
257100.00										PANVEL											
Stamp Duty										Area/Locality											
0030046401										30000.00											
Registration Fee										Road/Street											
0030063301										VILLAGE VARDOLI TAL PANVEL DIST RAIGAD											
Amount In Rs.										Premises/Building											
Year										Flat/Block No.											
2024-2025 One Time										DEVELOPMENT PHASE 1											
Location										Full Name											
RAIGAD										AVANISH KUMAR YADAV AND OTHER											
Office Name										PAN No.(If Applicable)											
PNL3_PANVEL 3 JOINT SUB REGISTRAR										TAX ID / TAN (If Any)											
Stamp Duty										Payer Details											
Registration Fee										Date											
Department Inspector General Of Registration										05/06/2024-18:23:20											
GRN										Form ID											
MH003103096202425E										25.2											
BARCODE										Date											
										05/06/2024-18:23:20											



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GRN : MH003103096202425E		Amount : 2,87,100.00		Bank : IDBI BANK		Date : 05/06/2024-18:23:20	
2	(S)-398-11241	0001724560202425	06/06/2024-12:22:26	IGR148	257100.00	Total Defacement Amount	
				2,87,100.00			



**AGREEMENT FOR SALE**

This AGREEMENT FOR SALE ("this Agreement") is made at Panvel on this 06 day of June, 2024.

**BETWEEN**

**WADHWA CONSTRUCTION AND INFRASTRUCTURE PRIVATE LIMITED**, a private limited company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at 301, Platina, C-59, Bandra Kuria Complex, Bandra (East), Mumbai 400 098, hereinafter referred to as the "Promoter No. 1" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors or successors in interest and/or assigns) of the **FIRST PART**,

**AND**

**VALUABLE PROPERTIES PRIVATE LIMITED**, a private limited company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at 158, Dani Corporate Park, CST Road, Kalina, Santacruz (East), Mumbai 400 098, hereinafter referred to as the "Promoter No. 2" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors or successors in interest and/or assigns) of the **SECOND PART**,

**AND**

**Mr. Avanish Kumar Yadav & Mrs. Deeba Ghosh**, Indian Inhabitant/s having their address at

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2028

**G3/1:4, Garden View CHS, Sector 7, Sanpada, Navi Mumbai-400705**, hereinafter referred to as the "Allottee/s", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the HUF and parcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **THIRD PART**.

The Promoter No. 1 and Promoter No. 2 are hereinafter collectively referred to as the "Promoters". The Promoter No. 1, Promoter No. 2 and the Allottee/s are hereinafter collectively referred to as "Parties" and individually as "Party" as the context may so require.

**WHEREAS:-**

A. The Government of Maharashtra approved the Special Township Projects Scheme in the year 2006 for the development of residential and mixed use townships. By Notification bearing No.TPS.1205/MMR DCR/ CR-48/06/UD-12 dated 10<sup>th</sup> March 2006, issued by the Urban Development Department of the Government of Maharashtra, the Regional Plan for the Mumbai Metropolitan Region was modified to include development control rules for Special Township Projects. The Government of Maharashtra issued Notification No.TPS-1208/1570/CR-161(B)/09/UD-12 dated 28<sup>th</sup> August, 2009 with respect to the concept of Mega City Project (the aforementioned regulations are collectively hereinafter referred to as "Township/Megacity Regulations").

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*Deeba*

*Deeba*  
*Deeba*

B. The Revenue and Forests Department of Maharashtra vide Order bearing No. TANC-2007/PRAKA 161/L9 dated 9<sup>th</sup> August, 2007 granted permission to Promoter No. 2 to purchase and acquire various lands under Section 63-1A of the Maharashtra Tenancy and Agricultural Lands Act, 1948 on the terms and conditions as more specifically set out therein. The aforesaid permission have been revised on 2<sup>nd</sup> May, 2008, wherein in addition to the user of Special Township Project, Promoter No.2 was entitled to use such lands for Special Economic Zone, Energy City, Information & Technology Park, Telecom City and Entertainment City on the terms and conditions as stated in the revised permission pursuant to the Orders.

C. By diverse mesne assignments and acts in law, and ultimately in pursuance of the Orders and by and under the deeds and writings as set out in the Title Certificate, the Promoter No. 2 is exclusively entitled (including to develop) to the lands situate, lying and being at Varcoti, Bherle and Bhingarwadi, District Raigad which are more particularly described **Firstly** in the **First Schedule** hereunder written (hereinafter referred to as the "VPP1, Lands").

D. Similarly by diverse mesne assignments and acts in law, and ultimately in pursuance of the Orders and by and under the deeds and writings as set out in the Title Certificate, the Promoter No. 1 is exclusively entitled (including to develop) to the lands situate, lying and being at Village Vardoli, District Raigad which are more particularly described in **Secondly** in the **First Schedule** hereunder written (hereinafter referred to as the "WC1PL Lands").

By and under the Joint Development Agreement (defined hereinafter) the Promoters agreed to jointly develop portion of the VPPL Lands along with the WC1PL Lands and the Adjoining Lands to be acquired by WC1PL (hereinafter referred to as the "Whole Project Lands"), at or for the consideration and upon the terms and conditions recorded and contained therein. Simultaneously with the execution of the Joint Development Agreement, the Promoter no. 2 has executed in favour of the Promoter no. 1, the Power of Attorney, as defined hereinafter. On account of certain disputes having arisen between the Vendors, The Vendor no. 1 filed Arbitration Proceeding before the Sole Arbitrator Justice Mr. Mohit S. Shah against Vendor no. 2. The Vendor subsequently arrived at a mutual settlement by executing amongst themselves Supplemental Agreement dated 22nd August, 2023 along with twelve other documents (hereinafter collectively referred to as the "Supplemental Agreements") and accordingly an Arbitral Award dated 22nd August, 2023 was passed by Justice Mr. Mohit S. Shah in terms of the agreement arrived at between the Vendors under the Supplemental Agreements. The said award is dated 22nd August, 2023 and is in favour of the Promoter no. 1. Present out of the Whole Project Lands, lands admeasuring approximately 200 Acres (hereinafter referred to as the "TTP Lands") have been sanctioned by the Government of Maharashtra as a Special Township Project vide Notification No. T.P.S.1714/451/CR-2023/0D-12 dated 2<sup>nd</sup> December, 2015 and thereafter as the present Integrated Township Project. THE SEAL OF THE SUB-REGISTRAR, RAIGAD DISTRICT, MAHARASHTRA. Project: DANVEL-3.

G. In furtherance of the aforementioned, certain additional portions of lands have been added to the Whole Project Lands and have been sanctioned by the Government of Maharashtra as a Special Township Project vide Notification bearing the following numbers:

i. Notification No. Naina/Mouje-Vardoli, Tal.Panvel, TTP/CR-64/21/TPV-3/514 dated 27th January, 2022;

ii. Notification No. Naina/Mouje-Vardoli, Tal.Panvel, TTP/CR-64/21/TPV-3/2474 dated 12th May, 2022;

H. The Promoters being desirous of jointly developing the Whole Project Lands; have formulated a broad scheme of development of the Whole Project Lands under which they intend to identify and earmark parts/portions of the Whole Project Lands as clusters/sectors and utilize to the maximum extent possible the Aggregate Development Potential, in parts, to develop each sector in a phased manner over a considerable period of time spanning over decades, by, inter

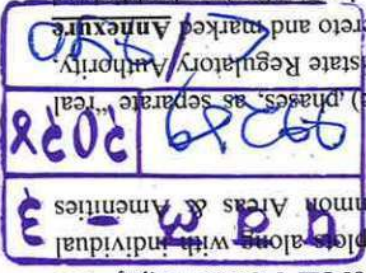
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*alia*, constructing upon each such sector, diverse mixed-use developments, projects and/or schemes including one or many special township project or other real estate projects of diverse nature, involving a multitude of users including residential buildings, non-residential/commercial buildings, villas, bungalows, plotted developments, educational users, health facilities, industrial parks, information and technology Parks, retail developments, data centres, warehousing and various other permissible users and amenities and infrastructure and Reservations and social housing and EWS/LIG housing etc. to be known as 'Wadhwa Wise City' (hereinafter referred to as the "Whole Project").

A portion of the Whole Project Lands being forming Plot No. RZ 1 (which are comprising of certain lands owned by Promoter No.1 and certain lands that form part of the Joint Development Agreement) has been identified by the Promoters as a separate sector admeasuring 1,19,415.162 square meters, more particularly described in the **Second Schedule** hereunder written, and shown delineated by a Red colored boundary line on the Plan annexed hereto and marked **Annexure 'A'** (hereinafter referred to as the "RZ 1 Sector Land"). Copies of the 7/12 Extracts in respect of the RZ 1 Sector Land are annexed hereto and marked **Annexure 'B'**.

The Promoters intend to develop the RZ 1 Sector Land in three phases/ over a period of time, consisting of proposed individual bungalows, twin bungalows, row houses and/or plots, as the Promoter No. 1 deems fit, in the following manner: (i) "RZ 1 Phase 1" admeasuring approximately 48,353.60 square meters out of RZ 1 Sector Land, (ii) "RZ 1 Phase 2" admeasuring approximately 30,768.00 square meters out of RZ 1 Sector Land and (iii) "RZ 1 Phase 3" admeasuring approximately 40,293.60 square meters out of RZ 1 Sector Land. The proposed layout plan of RZ 1 Sector showing the location of the plots along with individual bungalows, twin bungalows, and row houses together with Common Areas & Amenities (defined herein below) is indicated in Annexure 'A'.



The Promoters have registered the RZ 1 Sector Land, in 3 (Three) phases, as separate "real estate projects" as defined under RERA with the Maharashtra Real Estate Regulatory Authority, Mumbai, details whereof are mentioned in the Statement annexed hereto and marked **Annexure 'C' (Part 1)**, and the registration details of the Project (defined hereinafter) is highlighted separately in the **Annexure 'C' (Part 2)**.

One of the aforesaid phases of RZ 1 Sector is the development and construction of RZ 1 Phase "Project". The development and construction of RZ 1 Phase 2 and RZ 1 Phase 3 other than the Project, as referred to in recital (I) is hereinafter referred to as the "Balance Project of RZ 1 Sector". As a part of RZ 1 Sector, the Promoters also intend to develop and construct various areas and amenities, utilities intended for the common use of, *inter alia*, the allottees, purchasers and occupants from time to time of Premises more particularly described in the statement annexed hereto and marked **Annexure 'D'** (hereinafter referred to as the "Common Areas & Amenities").

The subject matter of this Agreement is an agreement to allot and sell a residential plot in the Project.

The Promoters intend to allot and sell any or all of the Premises (as defined hereunder) on an ownership basis under the applicable provisions, from time to time, of RERA and MOFA (as applicable), and/or the grant of leases, tenancies, licences, and/or any other alienation or disposal of such Premises, as the Promoters deem fit, in its sole discretion.

The Promoters have obtained certain sanctioned Plans & Approvals from the City and Industrial Development Corporation (hereinafter referred to as "CIDCO") and other concerned authorities (hereinafter referred to as the "Plans & Approvals"). The list of the



*Depts*

*RA*

*Amur*

Plans & Approvals obtained till date are indicated in a statement, which statement is annexed herein and marked as Annexure 'E'.

Q. By and under the registered Indenture of Mortgage dated 18<sup>th</sup> April, 2024, registered with the office of the Sub-Registrar of Assurances at Panvel vide Sr. No.PVL-3-7538-2024, Promoter No.1 has created security (without possession) and mortgaged the constructed area, the development rights, unsold units and all the right, title, interest, benefits and claims of any kind whatsoever, on any future benefit arising out of or in respect thereof or the Project Property more particularly described in the Schedule-I setout in the said Mortgage Deed in favour of Catalyst Trusteeship Limited.

R. The Promoter No.1 has obtained Title Certificate dated 11<sup>th</sup> August, 2023 issued by JPS Legal read with Title Certificate dated 19<sup>th</sup> May, 2023 issued by Advocate Mr. Manoj K. Bhujbal read with Title Certificate dated 29<sup>th</sup> November, 2018 issued by Law Point, Advocates & Solicitors, in respect of the right, title and interest of the Promoters to the RZ 1 Sector Land, a copy of the latest Title Certificate dated 11<sup>th</sup> August, 2023 issued by JPS Legal is annexed and marked as Annexure 'F' hereto (hereinafter referred to as the "Title Certificate"). The details of all encumbrances and litigation proceedings with respect to the Whole Project Land, including the RZ 1 Sector Land are mentioned in the said Title Certificate.

S. The Promoters have appointed Project Architect and Project Engineer and has accepted their professional supervision till the completion of the Project, that is, the completion of the entire construction of the Project and receipt of the occupation certificates in respect thereof (hereinafter referred to as the "Project Completion");

T. The Promoter No. 1 has obtained lender no objection letter dated 02-05-2024 from Catalyst Trusteeship Limited in respect of the allotment and sale of the Plot (defined hereinafter), copy of which is annexed hereto and marked Annexure 'G'

U. The Allottee/s has/have approached, and applied to, the Promoters, for allotment to the Allottee/s, of a proposed residential plot in the Project, more particularly described in the Third Schedule hereto, shown on the plan thereof hereto annexed and marked Annexure 'H' (hereinafter referred to as the "Plot"). In this regard, the Allottee/s has/have demanded from the Promoters, and the Promoters have given to the Allottee/s, inspection of the documents and records relating to RZ 1 Sector Land including the Project, as well as all other documents specified under RERA and MOFA (as applicable), including the Plans & Approvals as required to be disclosed. The Allottee/s has/have satisfied himself/herself/itself in respect thereof, including the title of the Promoters to the RZ 1 Sector, and the Promoters' right to develop the RZ 1 Sector, including the Project, and its status;

V. The said Project Clearances mentioned has been granted and the same is being developed under being developed on the said TTP Lands for which Location "Integrated Township Project" sanctioned as per prevailing policy guidelines amended from time to time, as such the stamp duty rate applicable for the project is 50% of the prevailing rate. CIDCO/NAINA has issued Stamp Duty Reduction or Remission Certificate bearing No. CIDCO/C.L.S.O (NAINA)/2024/1084 dated 29<sup>th</sup> February, 2024, a copy of which is annexed herewith as "Annexure N'". Therefore 50% Stamp Duty is paid on this agreement by claiming 50% concession on Stamp duty.

W. Based upon the agreements, confirmations and undertakings of, and applicable to the Allottee/s herein, including to observe, perform and comply with all terms, conditions and provisions of this Agreement, the Promoters have agreed to allot and sell the Plot to the Allottee/s, strictly upon and subject to the terms, conditions and provisions hereof;

X. Under the provisions of RERA and MOFA (as applicable), the Parties are required to execute an agreement for sale, being this Agreement, and to register the same under the provisions of the Indian Registration Act, 1908.



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NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The recitals, schedules and annexures in and to this Agreement form an integral part of this Agreement, and in the interpretation of this Agreement and in all matters relating to the agreement herein, this Agreement shall be read and construed in its entirety.

## 2. DEFINITIONS

2.1 "Additional Areas" shall mean the areas that shall or may be available, with or without payment of any premium, to be utilised in (a) open/ enclosed/ dry/ utility balconies and exclusive terraces, cupboard niches, (c) common areas & amenities and (d) vehicle parking spaces, shall be in addition to Aggregate Development Potential;

2.2 "Adjoining Lands" means any contiguous, adjoining, adjacent, or neighbouring lands or properties, including lands or properties which, in any manner, abut, or intersect, any parts or portions of the VPPL Lands and/or the WCPL Lands at any location or point, which may be acquired, in any manner, and from time to time, by any of the Promoter No. 1, and/or Promoter Affiliates, and which may, at the discretion of the Promoter No. 1, be joined, from time to time to the development of Other Projects, whether by amalgamation, sub-division, or otherwise howsoever;

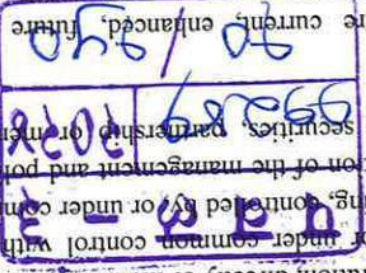
2.3 "Affiliate" shall mean any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Promoters, wherein, "control" (including the terms controlling, controlled by, or under common control with) means the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, partnership or member interests, by contract or otherwise;

2.4 "Aggregate Development Potential" means the entire current, enhanced, future and estimated/projected/envisaged, FSI, Premium FSI, FAR, DR, DRCS, IDR, and other on any account whatsoever, and/or any other rights, benefits and/or floating rights of any nature whatsoever, and by whatever name called, including fungible FSI, additional FSI, special FSI, compensatory FSI, incentive FSI, paid FSI, that is, or may be, available, or acquired, under any Applicable Law, or otherwise howsoever, including by way of hand over and/or transfer, to any Authorities or persons, of any or all of the Reservations or any parts of the Whole Project Land. Aggregate Development Potential shall, at the Promoter No. 1's discretion, be distributed and apportioned, from time to time in accordance with Applicable Law between the Project and Other Projects, to any extent. The Promoter contemplates that an overall FSI/FAR of 29,30,837.40 square metres shall, or may, arise out of, and/or be attributable to and/or be utilisable upon the Whole Project Land;

2.5 "Aggregate Payments" means all amounts, charges, deposits, interest, damages, fees, premiums, penalties, liabilities, contributions including fund contributions and corpus, etc., including the Purchase Price, Interest, Liquidated Damages, Other Charges & Deposits, Other Reimbursements/Amounts Payable On Termination, and Taxes payable, agreed to be paid, and/or required to be paid by the Allottee/s herein and in relation to, and/or in pursuance of, the agreement for allotment and sale herein;

2.6 "Agreement" means this Agreement, including all recitals and schedules herein and all annexures hereto, and also includes any modification hereof reduced to writing and executed by the duly authorised representative/s of the Promoters and by the Purchaser/s, which writing shall be expressed to be supplemental to, or as a modification or amendment of, this Agreement;

2.7 "Allottee/s Event of Default" includes the occurrence of all or any of the following events:



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(a) the Allottee/s delaying, or committing three (3) defaults in making payment, and/or failing, refusing, or neglecting, to make payment of any of the Aggregate Payments, or any parts thereof on or before respective due dates for payment thereof; and/or,

(b) the Allottee/s committing any breach or default of, or not being in observance, performance, or compliance with any of the terms, conditions, covenants, undertakings, representations and/or warranties contained in this Agreement, and/or as given by him/her/hem/it under this Agreement, and/or of any Approvals and/or Applicable Law, etc.; and/or,

(c) the Allottee/s has/have been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be; and/or

(d) the Allottee/s receiving any notice from Authorities, and/or any foreign state or government, and/or any authorities of any foreign state or government, under any laws, rules, or regulations, and/or the Allottee/s being declared to be proclaimed offenders and/or illegal activity/ies, and/or the Allottee/s being declared to be proclaimed offenders and/or a warrant being issued against him/her/hem/it under any laws, rules, or regulations;

2.8 "Apex Body" means a corporate body, association, organisation or other entity, as may be formed and constituted by the Promoter No. 1, at its discretion, under any Applicable Law, having as its members and constituents: (1) the federations formed in respect of all projects to be developed and completed upon the Whole Project Lands, and/or (2) the Promoters, and/or (3) any other persons or parties, including the holders and/or lessees, from time to time, of parts or portions of the Whole Project Land, and/or the owners and/or holders, from time to time, of any buildings or structures developed thereon as projects; as the Promoter No. 1 deems fit in its discretion: 9929910809 9929910809 9929910809

2.9 "Applicable Law" includes all laws, bye-laws, rules, regulations including but not limited to RERA, MOFA, UDPCR development control rules and regulations Ministry of Urban Development Model Building Byelaws, 2016, Solid Waste (Management) Rules, 2016, e-Waste (Management) Rules, 2016, Plastics Waste (Management) Rules, 2016, Central Public Health and Environmental Engineering Organization (CPHEEO) Manual on Sewage Treatment Systems 2013, Energy Conservation Building Code (ECBC) of Bureau of Energy Efficiency, Construction and Demolition Waste Rules, 2016, the Forest Conservation Act, 1980, Wildlife (Protection) Act, 1972, Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986, the Public Liability (Insurance) Act, 1991, National Green Tribunal Act, 2010, including the orders, judgments, decrees, ordinances, guidelines, notices, notifications, schemes, Government Resolutions (GRs) and directions, conditions of any regulatory approval or license, the Plans & Approvals, and the terms and conditions thereof, as may be issued, or imposed, or required, or mandated, in any manner by any Authorities, or courts of law, or judicial or quasi-judicial bodies or authorities, and as are, or may be, in force from time to time, and/or applicable to the Project, and/or the RZ 1 Sector Land, and/or the Whole Project Lands, or any parts thereof; all being of the Republic of India;

2.10 "Authorities" means all the concerned government, semi-government, judicial and quasi-judicial bodies and authorities, all development authorities, any statutory and non-statutory authorities, local and public bodies or authorities concerned, having jurisdiction over the VPLL Lands, WCIPL Lands, Whole Project Lands, TPL Lands, Adjoining Lands, Project Land, the Project, the RZ 1 Sector Land, RZ 1 Sector, the Whole Project, including but not limited to Panvel Municipal Corporation and all concerned officers and departments of Panvel Municipal Corporation, Mumbai Metropolitan Region Development Authority, the Maharashtra Housing and Area Development Authority, Maharashtra Industrial Development Corporation, the District Collector of Raigad, CIDCO, the State Government of Maharashtra and all its Ministries and Departments, including Ministry of Environment Forest and Climate Change, (MoEF & CC), Joint Secretary of Ministry of Environment Forest and Climate Change, Additional Secretary of Forest, Impact Assessment Division MoEFCC of Government of India.



Inspector Generals of Forests, Deputy Inspector Generals of Forests, all Assistant Inspector Generals of Forests/Directors in the Forest Conservation Division MoEF & CC of Government of India, the Pollution Control Board, Maharashtra State Road Authority (CGWA), Central Ground Water Board (CGWB), Maharashtra State Road Corporation Project Implementing Agency, Environmental and Ecological authorities, RERA authorities, the City Survey and Land Records authorities, the Central Government of India (in all its Ministries and Departments, including the Ministry of Environment & Forests, Coastal Regulation Zone authorities, Urban Development Department), the Railway Ministry and authorities, Defense Ministry and Authorities, and the Ministry of Civil Aviation and the Civil Aviation Authorities, including the Airports Authority of India, National Airports Division, Mumbai Airport, and the Airports Authority of India, Safdarjung Airport, New Delhi), the International Civil Aviation Organisation, the International Civil Aviation Organisation, Indian Navy, Ministry of Defence, the Collector and other Revenue authorities and officers, the authorities and officers under the Maharashtra Regional and Town Planning Act, 1966, the Chief Fire Officer and other concerned Fire Brigade Authorities, Indian Navy, Ministry of Defence, concerned public/statutory authorities, private utilities, Town Planning Authorities, the Competent Authorities constituted / appointed under the Urban Land (Ceiling and Regulation) Act, 1976 (since repealed), Collectors of Land Revenue and Assessors and Collectors of Municipal Rates and Taxes, Commissioner of Police, Maharashtra State Electricity Distribution Company Limited, Revenue Records Authorities, but not limited to, Divisional Commissioners, Settlement Commissioners, Directors and Deputy Directors of Land Records (DDLRC), Superintendents of Land Records (SLR), District Inspectors of Land Records (DILR), Taluka Inspectors of Land Records (TILR), the Collector and/or Deputy Collector for Raigad Sub-Divisional Officers, Assessor & Collector of taxes, Circle Inspectors, Circle Officers, Sub-Treasurer, Special Planning Authority, Public Works Department, Konkan Division or Commissioner, and/or the concerned Ward Officers, and any other concerned bodies or authorities or entities;

2.11 "Booking Amount" means the earnest money/deposit stated in Annexure 'I' hereto and payable to the Promoter No. 1;

2.12 "Bungalow Area" means the outer footprint boundary of the Bungalow (as defined hereinafter which is shown shaded as Red colour on the plan annexed hereto and marked Annexure 'M';

2.13 "Corpus Fund" shall mean the fund constituted or to be constituted for the maintenance of the Project, said Plot and/or towards the Common Areas & Amenities;

2.14 "Confidential Information" includes all information imparted by the Promoters to the Allottees, and obtained by the Allottee/s under, and/or in connection with this Agreement, relating to the Whole Project Land, and/or RZ 1 Sector Lands, and/or the External Infrastructure, and/or the Project and/or current or projected plans or affairs of the Promoters, or Promoter Affiliates, including (i) this Agreement and the terms hereof, (ii) all documents, records, writings, Plans, Approvals, the Informative Materials, etc., product information and unpublished information related thereto, and any other commercial, financial or technical information relating to the Whole Project Land, and/or RZ 1 Sector Lands, and/or the External Infrastructure, and/or the Project, or any part/s thereof, and (iii) the existence of any discussions, or negotiations, any proposal of business terms, and any due diligence materials, and other transaction documents, in each case to the extent relating to the transaction contemplated under this Agreement;

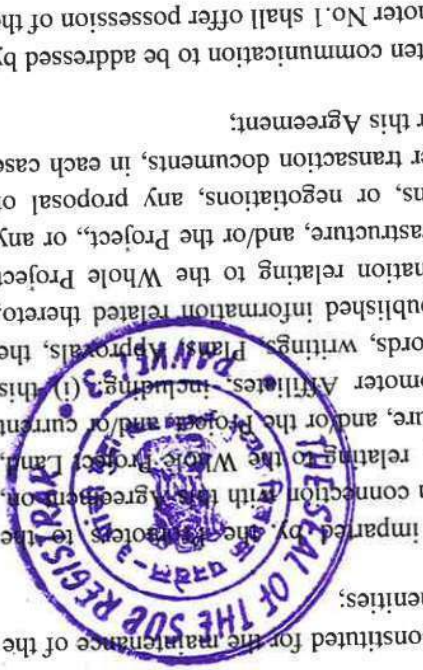
2.15 "Date of Offer of Possession" means the date of the written communication to be addressed by the Promoter No.1 to the Allottee/s, under which the Promoter No.1 shall offer possession of the Plot in terms of Clause 9;

2.16 "Days" means the working day, in the State of Maharashtra as notified by State Government of Maharashtra from time to time;

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2.17 "DR" means development rights;

2.18 "DRC" means a Development Rights Certificate;

2.19 "Designated FSI" shall mean the maximum FSI of 216.00 square meters permissible to be used on the Plot for construction of the Bungalow (as defined hereinafter);

2.20 "Entity & Organisation" means a co-operative society under the Maharashtra Co-operative Societies Act 1960, and/or any other entity, organisation, association, or body, referred to in, or permitted under, the Ownership Act;

2.21 "External Infrastructure" shall have the meaning assigned to it in sub-clause (5.2.8) of this Agreement;

2.22 "FAR" or "FSI" means floor area ratio/floor space index based on which Aggregate Development Potential is determined;

2.23 "Force Majeure Event" includes any: (i) war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project and (ii) any notice, order rule, notification of the Government and/or other public or competent authority/court;

2.24 "FMC" shall mean any entity/ies, or organisation/s, or agency/ies, or persons, engaged and appointed, from time to time, by the Promoter, and/or Promoter Affiliates, in its/their discretion, for the management, and/or maintenance, and/or repairs, of the RZ 1 Sector and/or the Plot, and/or the Common Area & Amenities, or any of them;

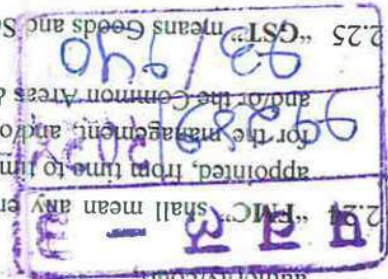
2.25 "GST" means Goods and Services Tax;

2.26 "Holding Charges" means the separate/independent pre-estimated and fixed charges in addition to (and not in substitution of) Interest, calculated at the rate of Rs. 25/- (Rupees Twenty Five Only) per square meter of the Plot, per month;

2.27 "Indemnified Parties" shall mean the Promoters, Promoter Affiliates and the FMC, and their respective directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them, and their respective successors and assigns;

2.28 "Informative Materials" means all advertisements, publicity, or promotions, of whatsoever nature in respect of the Whole Project Lands, and/or RZ 1 Sector Lands and/or the Project, and/or Balance Project RZ 1 Sector Lands, and/or digital media, and includes writings, brochures, leaflets, pamphlets, handouts, presentations, advertisements, oral or written representations, made and/or published, and/or generated by, or on behalf of, the Promoters, and any other such information or materials as may be made, or published by, or on behalf of the Promoters; and includes publicity reports;

2.29 "Intellectual Property" means the word mark "The Wadhwa Group" or "Wadhwa" or "Wadhwa Wise City" and any combination of words in which such name and word mark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks, slogan, design, brand, service mark, trade name, trade dress, patents, circuit layouts, business and domain names, copyrights, other distinctive feature or any combination of the aforesaid, whether registered or unregistered, and used in connection with the businesses and activities of the Promoters and/or in respect of the Whole Project Lands and/or RZ 1 Sector Lands and/or the developments and projects to be undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto), and (iv) product configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials and all



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2.30 "Interest" means interest payable by the Allottee/s to the Promoters or by the Promoters to the Allottee/s, as the case may be, at the rate of two percent (2%) above the State Bank of India highest Marginal Cost of Lending Rate provided in case the State Bank of India Lending Rate is not in use then interest shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public as detailed in clause (5.8);

2.31 "Joint Development Agreement" means the Supplemental Joint Development Agreement dated 22<sup>nd</sup> August '2023 read with the Agreement for Joint Development dated 18<sup>th</sup> February, 2014, made by and between Promoter no. 2 as 'VPLL' of the First Part, and Promoter no. 1 as 'Wadhwa' of the Second Part, registered with the office of the Sub-Registrar of Assurances at Panvel vide Serial no. 1009 of 2014 modified from time to time;

2.32 "Liquidated Damages" means the pre-estimated liquidated damages payable by the Purchaser/s, which shall be equivalent to (10%) of the Purchase Price, which the Parties mutually consider to be reasonable and not as a penalty;

2.33 "MOFA" means the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963;

2.34 "Other Projects" means the developments, from time to time, as separate projects and/or as phases/clusters of separate projects, on various parts of Whole Project Lands and/or any sectors therein as determined by the Promoters, of buildings/ and structures, including for residential, commercial, retail, and recreational, user/s, and/or for uses that may be, inter alia, related to, and/or associated with (whether exclusively or jointly), hospitality, medical, educational, religious, leisure, and/or social activities, businesses and services, together with various amenities, facilities, infrastructure and services related thereto, and comprised therein, as the Promoters determine, in their discretion;

2.35 "Other Reimbursements/Amounts Payable On Termination" means the amounts payable by the Allottee/s to the Promoter, on the termination of this Agreement, which comprise of

(a) Interest on delayed payments, if any; together with,

(b) the brokerage/commission paid to estate agents in relation to the allotment of the Plots; together with,

(c) all costs, charges and expenses incurred by the Promoters for the white goods/ commodity/ies, gift/s, service/s or facility/ies, if provided free of cost, or at a concessional rate/price, as and by way of promotional activity or otherwise, to the Allottee/s; together with,

(d) Taxes paid/payable; together with,

(e) all charges/fees/Pre EMIs/ interest (by whatsoever name called), if any paid / required to be paid by the Promoters to banks or financial institutions or any other financiers, including any charges that may be paid / incurred / required to be paid by the Promoters under subvention scheme and/or any other scheme and together with, the stamp duty and registration charges (if any) paid by the Promoters in respect of this Agreement;

2.36 "Plans & Approvals" shall mean and include all plans, drawings, layouts approvals, permissions, sanctions, licences, and no objection certificates/letters, together with renewals, extensions, revisions, amendments and modifications thereof, from time to time, by whatever name called, as the Promoters may consider necessary and expedient, or for the betterment of



RZ 1 Sector including the Project, in their discretion, and/or as required by CIDCO, and/or any concerned authorities, whether obtained, in the process of being obtained, and to be obtained, under Applicable Law, as the Promoters may consider necessary and expedient, and/or as required by any concerned authority/ies, inter alia, in relation to the development of the RZ 1 Sector, including the Project, and/or, inter alia, in relation to the Project Land, or any part thereof. List of all such approvals is mentioned in Annexure "E".

2.37 "Plot" shall have the meaning assigned to it in Clause 4.1 of this Agreement

2.38 "Power of Attorney" means the Power of Attorney dated 18<sup>th</sup> February, 2014, registered with the office of the Sub-Registrar of Assurances at Panvel vide Serial No. 1010 of 2014 executed by Promoter No. 2 in favour of the then Directors of Promoter No.1 and Promoter No. 1 for exercising all acts, matters and things inter alia in respect of the development of VPPL Lands;

2.39 "Premises" means all areas and premises that are intended to be and shall be constituted, developed and constructed upon and in the RZ 1 Sector Land, as determined by the Promoter no.1 in its discretion. Premises include plots/sub-plots;

2.40 "Project Architect" means any architect/s, registered with the council of architects, that have been appointed, from time to time, by the Promoter No.1, in relation to the Project;

2.41 "Project R. C." means the recreational ground to be provided upon the RZ 1 Sector Land, for the use, inter alia, of the allottees, purchasers, owners and occupants of Premises in the RZ 1 Sector;  
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It are nominees of, and/or group, holding, or affiliate, or subsidiary company/ies, entity/ies, or concerns of the Promoters, and/or associated, or affiliated, with the Promoters by contract, or otherwise;

2.43 "Promoter's Bank Accounts" means the bank accounts as may be designated and operated from time to time by the Promoter for payment and deposit by the Allottees of the Aggregate Payments, or any parts thereof;

2.44 "Promoter No. 1 Orders" means collectively Order bearing No. TANC-2008/PRAKA 358/L9 dated 9<sup>th</sup> May, 2008; Order bearing No. TANC-2008/PRAKA 358/L9 dated 26<sup>th</sup> June, 2009; Order bearing No. TANC-2008/PRAKA 358/L9 dated 30<sup>th</sup> July, 2009; Order bearing No. TANC-05/2013/PRAKA 263/J1 dated 2<sup>nd</sup> September, 2013; and Order bearing No. TANC-05/2013/PRAKA 263/J1 dated 31<sup>st</sup> December, 2013 passed by the Revenue and Assis Department of the Government of Maharashtra under which permission was granted to Promoter No.1 to purchase and acquire various lands under Section 63-1A of the Maharashtra Tenancy and Agricultural Lands Act, 1948 on the terms and conditions as more specifically set out therein;

2.45 "Promoter No. 2 Orders" means collectively Order bearing No. TANC-2007/PRAKA 161/L9 dated 9<sup>th</sup> August, 2007; Order bearing No. TANC-2007/PRAKA 161/L9 dated 2<sup>nd</sup> August, 2008; Order bearing No. TANC-2007/PRAKA 161/L9 dated 27<sup>th</sup> August, 2008; and Order bearing No. TANC-2007/PRAKA 161/L9 dated 6<sup>th</sup> November, 2012;

2.46 "Purchase Price" means the purchase price and consideration payable by the Allottees, as stated in Annexure 'I' hereto;

2.47 "RERA" means the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder, including the applicable Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017 and such amendments, enactments, modification including orders, regulations, circulars and notifications issued by the Authorities from time to time;



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2.48 "Reservations" means the portions of the Whole Project Lands affected by D.P. Roads, amenity open space reservation and various set-back areas; and also includes any reservations from time to time as may affect the Whole Project Lands, or any part thereof; and/or as may be shifted or altered from time to time in accordance with the Applicable Law for time being in force;

2.49 "RZ I Sector Organisation" shall mean federation comprising of the Entity & Organisation and all other entities formed of the Project and the Balance Project of RZ I Sector;

2.50 "Tax" or "Taxes" means all present, future, and enhanced taxes, imposts, dues, duties, fees, impositions, fines, penalties, etc, by whatever name called, imposed/levied under any Applicable Law, and/or by Authorities, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or Plot and/or this Agreement, and/or upon the Purchase Price, and/or any or all of the Interest, Liquidated Damages, Other Reimbursements /Amounts Payable On Termination, Other Charges & Deposits, transfer charges, premiums, penalties together with all other amounts, charges, deposits, damages, liabilities, contributions including fund contributions and corpus, etc., as referred to herein, and agreed to be paid and/or required to be paid by the Allottee/s herein in relation to, and/or in pursuance of the agreement for allotment and sale herein, and/or upon the Entity & Organisation to be formed in respect of the Project, and/or in respect of the documents and writings to be executed in their favour, as contemplated herein, and/or otherwise; and includes GST, education tax/cess/charges, local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, imposts, impositions, interest, levies, or charges, in relation thereto, that is/are/may be imposed or levied by any Authorities;

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2.51 "TDR" means transferable development rights;

2.52 "TDS" means tax deducted at source, under the Income Tax Act, 1961;

2.53 "TDS Certificate" means a certificate evidencing payment of TDS, presently in Form 16B under the Income Tax Act, 1961;

2.54 "UDCPR" means Unified Development Control and Promotion Regulations for Maharashtra State, 2020;

2.55 "Whole Project Lands" shall have the meaning assigned to it in recital (E) of this Agreement.

**3. INTERPRETATION**

3.1 In this Agreement:

- (a) unless the subject or context otherwise requires, reference to the word "include", "includes" or "including" shall be construed as without limitation;
- (b) reference to the terms "herein", "hereto", "hereof", or "thereof", and any other similar terms refer to this Agreement and not to the particular provision in which the term is used, unless the subject or context otherwise requires;
- (c) reference to any one gender, masculine, feminine, or neutral, includes the other two, and the singular includes the plural and vice versa, unless the subject or context otherwise requires;
- (d) when any number of Days is prescribed in any document, the same shall be reckoned exclusively of the first and inclusively of the last Day;
- (e) time is of the essence in respect of the performance by the Allottee/s of all his/her/their/its obligations, including financial obligations. If any time period specified herein is extended in writing by the Promoters in their discretion, such extended time period shall also be of the essence;



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(f) all Aggregate Payments shall be paid by the Allottee/s on or before the due dates for payment thereof, and/or as demanded by the Promoters, without any delay, demurr, default, dispute, or deduction, whatsoever;

(g) references to recitals, articles, clauses, schedules and annexures shall be reference to the recitals, articles, clauses, schedules and annexures contained in, or annexed to, this Agreement, as the case may be;

3.2 references to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations as they may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision.

4. **PURCHASE AND SALE OF THE SAID PLOT**

4.1 Subject to and upon the terms, conditions and provisions hereof, including payment by the Allottee/s of the Aggregate Payments, the Promoters hereby agree to allot and sell to the Allottee/s, and the Allottee/s hereby agree/s to purchase and acquire from the Promoters, on what is commonly known as "ownership basis" in terms of Applicable Law, and shown on the typical layout plan hereof annexed and marked in Annexure 'H-1' (which shall stand amended as per proposed typical layout plan hereo annexed and marked in Annexure 'H'), and in terms of this Agreement, the Plot numbered as RZ1-230 (hereinafter referred to as the said "Plot").

4.2 If the said Plot agreed to be acquired by the Allottee/s herein shall be provided only and only with the common amenities and facilities as per the specifications, which are set out in the Annexure 'H' annexed hereto;

4.3 The Allottee/s has/have been informed and is/are aware that:

4.3.1 the warranties of equipment, machinery and various other facilities installed/to be installed by the Promoters in the Project shall be as per the standard warranties provided by the manufacturer only and accordingly any defect in such equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system/equipment installer/manufacturer only and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non comprehensive annual maintenance contracts shall be obtained by the allottees and/or the Entity & Organisation;

4.3.2 the equipment, machinery and various other facilities which form a part of Common Areas & Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, machinery and various other facilities are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void.

4.3.3 At present the master layout plan has been approved as shown in Annexure 'H-1'. The Promoters have informed the Allottee/s that the Promoters are in the process of amending the plan shown in Annexure 'H-1' and that the final proposed master layout plan as shown in Annexure 'H' will be approved by the Competent Authority on or before the possession of the said Plot is offered to the Allottee/s, and the Allottee/s have given their irrevocable consent to the same and will not raise any dispute in respect thereof.



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4.4 Bungalow Layout

4.4.1 The construction and development of the independent bungalow/row house/twin bungalow to be constructed on the said Plot hereinafter referred to as the "Bungalow"

4.4.2 The Allottee/s hereby acknowledge/s, accept/s and agree/s that the Bungalow shall form part and parcel of the Project and hence, uniformity and homogeneity in construction and development of the Bungalow on the said Plot is imperative from the perspective of ensuring the aesthetics of the Project. Accordingly, the Allottee/s shall construct and develop the Bungalow only on the Bungalow Area and strictly in compliance with the External Specifications as per Annexure 'J' (hereinafter referred to as the "External Specifications") annexed hereto and no other part or portion of the said Plot save and except the Bungalow Area, shall be utilized by Allottee/s for construction of the Bungalow. Furthermore, the Allottee/s shall carry out such construction in strict compliance with the terms of this Agreement and in accordance with the permission/approvals in respect of Bungalow/said Plot as issued by the Competent Authority and within specifications for development of the Bungalow as per Annexure "J" (External Specification). The Allottee/s hereby undertakes and ensures that the Allottee/s shall complete the construction and development of the Bungalow by utilizing the Designated FSI and nothing further. In the event that the Allottee/s violates this provision, the construction beyond Designated FSI shall be liable to be rectified or demolished, as the case may be, at the cost of the Allottee/s.

4.4.3 The Allottee/s shall construct the Bungalow on the said Plot by utilizing the Designated FSI and shall ensure that the boundaries of the Bungalow are within with the Bungalow Area shaded in the floor plan annexed hereto as Annexure "H" (Plot Layout) and no other or further area in the layout of the said Plot shall be utilized by the Allottee/s for purpose of construction of the Bungalow or any part/portion thereof. It is abundantly clarified that in no event, the hump-up area of the Bungalow shall transgress the Bungalow Area.

4.4.4 The Bungalow shall be developed strictly as per the specifications set out at Annexure "J", being the external specifications for the Bungalow including the facade and colour scheme for the same. There shall be no deviations insofar as the External Specifications for the Bungalow are concerned in order to maintain homogeneity. In the event the Allottee/s violates this provision, the deviations shall be rectified at the cost of the Allottee/s.

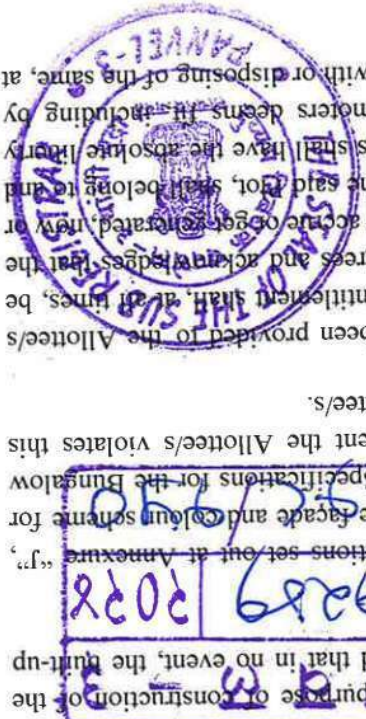
4.4.5 The Allottee/s is aware that a particular quantum of FSI has been provided to the Allottee/s hereunder, as per the approved layout plan and the Allottee/s hereby agrees and acknowledges that the balance FSI and, or, any additional or incremental FSI (that may accrue or get generated, now or in future) beyond and above the Designated FSI in respect of the said Plot, shall belong to and vest, solely and exclusively, with the Promoters. The Promoters shall have the absolute liberty to consume or utilize such FSI in the manner that the Promoters deems fit including by transferring it to another property/cluster, or otherwise dealing with or disposing of the same, at its discretion and the Allottee/s shall not object to the same.

4.4.6 The Allottee is/are aware that the land earmarked as "Extra Possession Land" can be utilized for landscaping & similar works. However, no construction will be permitted on such lands.

4.5 Parking spaces

The Allottee/s shall make provisions for one or more parking spaces within the outer footprint of the said Plot as required under the sanctioned bungalow plan. Provided that the Allottee/s shall not be permitted to construct any permanent structures for the purpose of such parking spaces. The Allottee/s is aware that parking of any vehicle (of whatsoever nature), whether belonging to the Allottee/s or otherwise or any guests or any third parties shall not be permitted anywhere outside the said Plot or on the streets. In the event, the Allottee/s or any third party visiting the Allottee/s fails to comply with the aforesaid condition, the Allottee/s shall be liable to pay to the Promoters, a penalty of Rs. 5,000/- (Indian Rupees Five Thousand Only) (to be

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from time to time. Having regard to the above position, the Allottee/s has entered into this Agreement without any objection or demur and agrees not to raise and waives his/her/their/its right to raise any objection, in that regard.

4.9.2 The Parties agree that the Promoter no. 1 may make amendments to the plans or layouts of the Project as required for the execution of the Project or as may be directed by the competent Authorities. This may include any change wherein the Promoter no.1, if permitted by the relevant Authorities, transferring the FSI/Amenities/etc. permissible on the Whole Project Lands and/or the RZ1 Sector Land to any other property or transferring to the Whole Project Lands and/or the RZ1 Sector Land and the FSI/Amenities/etc. permissible on any other property at any time prior to conveyance of the Whole Project to the Apex Body beyond and above the Designated FSI.

4.9.3 If the area (square metre) of the said Plot increases or decreases beyond that mentioned in Annexure "I" the Purchase Price shall vary accordingly, that is: (i) if there is a reduction, the amount reduced shall be adjusted by Promoters at the time of offering possession of the Plot, and (ii) if there is an increase, then the increased amount shall be payable by Allottee/s to the Promoters prior to taking possession of the Plot. All these monetary adjustments shall be made at the same rate per square meter/square feet as agreed/arrived at in Annexure "I" of this Agreement.

4.10 The Allottee/s may undertake the construction of the Bungalow through any third party service provider of its choice, strictly in adherence with the terms and conditions set out herein; or the Allottee/s may appoint the Promoter no. 1 / its Affiliates (as notified to the Allottee/s) to undertake the construction of the Bungalow. In case the Allottee/s opt for the Promoter no. 1 or its designated Affiliate to undertake the construction and development of the Bungalow, the Parties shall be required to enter into a separate agreement for such construction and development, inter alia on terms and conditions, estimated costs plus margin and tentative payment milestones which will be decided at a later date.

#### 4.11 Access

The Promoters shall provide access to the Allottee/s and the contractor / sub-contractor appointed by the Allottee/s for undertaking the construction of the Bungalow, provided however that suitable notification and approvals shall be taken by the Allottee/s for such access, as per the procedures laid down by the Promoter no. 1. In addition, such contractor/sub-contractors including their respective personnel shall abide by the regulations and code of conduct laid down by the Promoter no. 1 from time to time, failing which the Promoter no. 1 shall have the absolute right to oust such contractor/sub-contractors including their respective personnel, without being responsible or liable to the Allottee/s in any manner.

#### 5. PURCHASE PRICE

##### 5.1 Lumpsum Consideration And Exclusions:-

5.1.1 The Allottee/s agree/s and undertake/s to pay to the Promoter No. 1, the Purchase Price in installments, in accordance with the schedule of payment in the Statement annexed hereto and marked Annexure 'I', and in terms of this Clause (5), or within fifteen (15) Days from the date of a written demand being made by the Promoter No. 1, as directed by it. All payments shall be made by cheques, and/or pay orders, and/or demand drafts, drawn in favour of the Promoter No. 1, or if directed by the Promoter No. 1, in its discretion, by direct bank transfer/RTGS deposited by the Allottee/s in the Promoters' Bank Accounts, along with the applicable Taxes thereon; subject to deduction of TDS.

5.1.2 The Allottee/s has/have prior to the execution of this Agreement paid to the Promoter No. 1 the Booking Amount as set out in Annexure 'I' hereto. The Allottee/s further confirms that he/she/they/it has/have voluntarily and willingly paid the Booking Amount and / or other



installments of the Purchase Price to the Promoter No. 1 on or prior to the execution of this Agreement.

5.1.3 The Allottee/s shall deliver to the Promoter No. 1, the TDS Certificate, by the expiry of fifteen (15) Days from the date of each payment of TDS made by the Allottee/s..

5.1.4 The Purchase Price shall be free of escalation, other than escalation/increases on account of escalation/increase in development charges payable to the concerned authorities and/or any other increase in charges which have or may be levied or imposed by any concerned authorities, from time to time. The Promoter No. 1 shall consequently be entitled to an increase in the Purchase Price proportionate to the extent of such escalations/increases. Such additional Purchase Price shall be determined by the Promoter No. 1 and shall be due and payable on or before the Date of Offer of Possession, or apportioned equally between the (unpaid) balance installments of the Purchase Price and payable along with the same. While raising a demand on the Allottee/s for increase in the Purchase Price, the Promoter No. 1 shall enclose the notification/order/rule/regulation published/issued providing for, or other evidence of, such escalation/increase in the Purchase Price.

5.1.5 It is clarified and the Allottee/s accords his/her/its irrevocable consent to the Promoter No.1 to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner:-

5.1.5.1 Firstly, towards the Cheque Bouncing Charges in case of dishonour of any cheque issued by the Allottee/s;

5.1.5.2 Secondly, towards Interest due as on the date of payment;

5.1.5.3 Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Purchase Price, dues and Taxes payable in respect of this Agreement or any other administrative or legal expense incurred by the Promoter No.1 on account of delay in payment by the Allottee/s and consequential actions required to be taken by the Promoter No.1; and

5.1.5.4 Fourthly, towards outstanding dues including Purchase Price or under the Agreement. Under any circumstances, no express intimation or communication by the Allottee/s, with regard to appropriation/application of the payments made herein shall be valid and/or binding upon the Promoter No.1.

In case of the dishonour of any cheque, the Cheque Bouncing Charges will be payable by the Party which issued the cheque in question.

5.1.7 The Parties agree that in addition to the Interest, in case of every instance of delayed payment, either Party shall be entitled to recover from the other Party responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2% (two per cent) of the amount of the delayed payment per instance (subject to minimum of Rs. 20,000/- (Indian Rupees Twenty Thousand Only) per instance of delayed payment in the current year and which shall be revised on 1<sup>st</sup> April of each year as per rate of Reserve Bank of India's consumer price index).

## 5.2 Other Charges & Deposits:

5.2.1 The Allottee/s shall, in addition to the Purchase Price, be liable to bear, pay and discharge, no later than fifteen (15) Days from the Date of Offer of Possession, the following charges and deposits (hereinafter referred to as the "Other Charges & Deposits"), as under:

Sr. N	Particulars	Details
1.	(a) Share Money in respect of the Entity & Organisation	As per Cost Sheet
	(b) Corpus Fund	As per Cost Sheet

Sr. N	Particulars	Details
(c)	Cluster Maintenance	As per Cost Sheet
(d)	Township Maintenance	As per Cost Sheet
2.	(a) Entity & Organisation Formation charges	As per Cost Sheet
(b)	Electricity/Water Meter/Legal Charges	As per Cost Sheet
(c)	Infrastructure Charges	As per Cost Sheet
(d)	Clubhouse Membership Charges for 60 months	As per Cost Sheet

5.2.2 The Other Charges & Deposits referred to in this Clause 5.2.1, and/or elsewhere in this Agreement, shall be determined by the Promoter No. 1, in its discretion, and/or calculated, and/or based on the square meter area or fixed or lumpsum charge or on such other basis as the Promoter No. 1 deems fit.

5.2.3 The Promoter No. 1 shall be entitled to deploy/invest the corpus funds (less Aggregate Payments payable to the Promoter No. 1 and/or the FMC), in fixed deposits and/or any other investment schemes for an appropriate period as may be determined by the Promoter No. 1 in its discretion, and shall have the benefit of accretion and the credit of TDS in respect thereof, if and as applicable. The corpus fund payments referred to in Sr. No. 1(d) of the Table contained in clause (5.2.1) are hereinafter collectively referred to as the "RZ 1 Sector Corpus Fund".

5.2.4 The Promoter shall maintain a separate account in its books in respect of the contribution/payments received under Sr. No. (1) of the Table contained in clause (5.2.1) above. The said amounts shall be retained by the Promoter No. 1 until the formation of the RZ 1 Sector Organisation and hand over of RZ 1 Sector in terms of this Agreement. The Promoter shall be liable to render account of such amounts only to the RZ 1 Sector Organisation and not individually to any persons, including the Allottee/s, at any time.

5.2.5 Within fifteen (15) Days from the Date of Offer of Possession (whether or not the Allottee/s has/have taken possession of the Plot or not), the Allottee/s shall be liable to bear and pay in respect of the Plot, his/her/their/its proportionate share (that is based upon the area in square meter) of the Plot, of the outgoing, maintenance charges, comprising of general maintenance, assessments, insurance premium, parking charges, costs for running generator, costs charges and expenses of cleaning and lighting the passages, landings, staircases, costs of maintenance, management and upkeep of Common Areas & Amenities, and operation and maintenance and repairs of lifts, water pumps, utility charges, salaries of all staff including managers, security, sweepers, liftmen, gardeners and such other charges expenses necessary or incidental for maintenance and upkeep of RZ 1 Sector, including the Project and the Plot and all like nature, payable in respect of RZ 1 Sector, including the Project and the Plot to all concerned authorities and/or any private bodies, the FMC approved by in respect of the Project, or RZ 1 Sector as the case may be, security agencies, house-receiving agencies, and other persons.

5.2.6 The Promoter No. 1 shall raise periodic bills upon the Allottee/s in respect of his/her/their/its share of the Other Charges & Deposits in advance for each month, after a period of twelve (12) months from the date of receipt of the occupation certificate/s in respect of the Project, or any part thereof, and the Allottee/s shall duly pay and discharge the same regularly within seven (7) Days of the date of the bill/invoice in respect thereof. However, in case of the Outgoings for one year as interest free security Deposit exhausted before completion of one year, then Promoter No. 1 shall raise periodic bills upon the Allottee/s prior to the period of aforesaid twelve (12) months.

5.2.7 If at any time prior to the handover of RZ 1 Sector in terms of this Agreement, the actual charges and expenses required to be made for the outgoing, maintenance and upkeep of the Common Areas & Amenities and other facilities/areas to be maintained by the RZ 1 Sector Organisation, the same will be adjusted in the following manner: (a) against the accretions of the RZ 1 Sector Corpus Fund and for deficit/additional amount, if any, Promoter No. 1 shall



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5.2.8 The Apex Body Corpus Fund shall, as stated aforesaid, be retained by the Promoter No. 1 until the formation and registration of the Apex Body and shall be utilised for the maintenance and upkeep of all proposed layout roads, together with any amenities, utilities, infrastructure and services, including footpaths, street lights, firefighting systems, and drainage and sewerage systems, to be comprised therein and/or related or associated thereto, as determined, and developed, by the Promoter No. 1, and/or the Promoter Affiliates, in its discretion, from time to time; none of which are comprised in, or form a part of, RZ 1 Sector and/or the RZ 1 Sector Land (hereinafter referred to as the "External Infrastructure").

5.2.9 The Promoter No. 1 shall be entitled, in its discretion, to appropriate and/or adjust monies held for one purpose and/or on one account, against any liabilities due and payable herein by the Allottee/s for any other purpose/s and/or on any other account.

5.2.10 The Promoter No. 1 shall, in the interest of the Allottee/s, and RZ 1 Sector, take decisions regarding management and allocation of funds/monies, and the type, mode, quality of services to be provided, in respect of RZ 1 Sector, and the management and administration thereof;

**5.3 Common Amenities and Maintenance ("CAM" charges) and Related Amounts.**

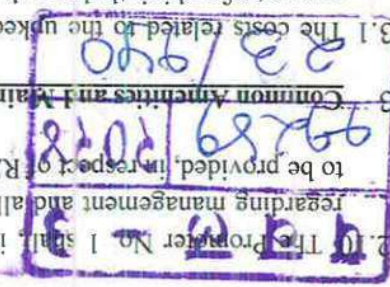
5.3.1 The costs related to the upkeep and maintenance of the Project/Project Land shall be to the account of and jointly borne by the relevant purchasers/allottees proportionate to the Designated FSI of each plot and are payable as the CAM Charges as set out at Annexure "I" (Plot and Project Details). The CAM charges shall not include the cost associated with diesel (or any other fuel) consumption, water consumption and electricity/HVAC consumption within the Bungalow which shall be payable by the Allottee/s, on monthly basis, based on actuals.

5.3.2 The Allottee/s is aware that the CAM charges stated hereinabove are provisional and based on estimates at the time of sales launch of the development. The said amount is subject to inflation increases as per market factors (currently estimated @ 7.5% (seven point five per cent) to 10% (ten per cent) per annum). Further, these charges are subject to the revision every 12 months after the Date of Offer of Possession by 7.5% (seven point five per cent) to 10% (ten per cent) per annum. In case the increase is to be higher than this amount, the same will have to be mutually agreed between the Entity & Organization/ Apex Body and/or the FMC as the case may.

5.3.3 The Allottee/s undertakes to make payment of the estimated CAM charges for the period stated in Annexure "I" (Plot and Project Details) from the CAM Commencement Date.

5.3.4 All Maintenance Related Amounts stated in Annexure "I" (Plot and Project Details) are compulsorily payable by the Allottee/s in the future upon demand being raised by the Promoters/Entity & Organization/ Apex Body, regardless of whether the Allottee/s uses some of the facilities or not. Any delay or default in payment of the amounts under this Clause shall constitute a breach of the terms of this Agreement and shall lead to suspension of access to the Club House, and all other facilities provided by the Promoters/Entity & Organization/ Apex Body till such time all due amounts are paid together with Interest for the period of delay in payment.

5.3.5 The Promoters shall provide expense details only in connection of Maintenance Related Amounts at the time of handover of the affairs of the phase / segment of Project to the Entity & Organization/ Apex Body and shall not provide expense details for any other head.



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5.4 Taxes including Property Tax And Reimbursement Charges

5.4.1 All Taxes, shall be borne, paid and discharged by the Allottee/s, as and when the same are required to be paid and/or as and when demanded by the Promoters and the Promoters shall not have any liability or obligation in respect thereof.

5.4.2 If any Taxes, whether retrospective, or prospective, in nature, arise hereafter, including after the Date of Offer of Possession, the Allottee/s shall be solely liable to pay or reimburse (as directed by the Promoter in its discretion) such Taxes including any interest and/or penalties and/or other amounts, charges and costs, if any, in respect thereof within fifteen (15) Days from the date of written demand made on the Allottee/s by the Promoters.

5.4.3 Property Tax, as determined from time to time, shall be borne and paid by the Allottee/s on and from the CAM Commencement Date, separately from any of other consideration / levy / charge/ CAM Charges, etc. The said amount shall be paid by the Allottee/s on or before 30<sup>th</sup> April of each financial year, based on the estimate provided by the FMC, which shall be provided on or before 15<sup>th</sup> April of the relevant financial year.

5.4.4 In the event of a shortfall between the amount deposited with the Promoters by the Allottee/s towards Property Tax and the demand raised by the authorities (Shortfall Amount), the Promoters shall inform the Allottee/s of such shortfall and the Allottee/s shall be liable to ensure that the same is paid to the Promoters within 15 (fifteen) days of receipt of intimation from the Promoters, failing which the Allottee/s shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5% (five per cent) of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Promoters shall not be responsible for any penalty/delay/ action on account of such Shortfall Amount and the same shall entirely be to the account of the Allottee/s.

5.4.5 In case there is any surplus amount collected vis-a-vis the demand raised by the Authorities, the same shall be handed over to the Entity & Organization/ Apex Body at time of handover of the affairs of the Entity & Organization/ Apex Body to the Allottee/s.

5.4.6 If the Property Tax demand in respect of the said Plot/Bungalow, comes directly in the name of the Allottee/s, the amount paid by the Allottee/s to the Promoters towards Property Tax in respect of the Bungalow, shall be refunded to the Allottee/s within 15 (fifteen) days of the Promoters being informed by the Allottee/s that such demand has been raised.

5.4.7 The Allottee/s undertakes to pay to the Promoters, on or before the date specified by the Promoters, the Land under Construction Tax for the period of start or continuation in the date of receipt of Occupation Certificate in respect of the Bungalow, if applicable as estimated and demanded by the Promoters from time to time.

5.5 Development Protection Deposit

5.5.1 The Allottee/s shall, on or before the date specified by the Promoter, deposit with the Promoter No.1, an undated cheque towards Development Protection Deposit as set out in Annexure "I" (Plot and Project Details) hereto.

5.5.2 The Development Protection Deposit shall be returned to the Allottee/s after completion of construction of the Bungalow and receipt of Occupation Certificate of the Bungalow by the Allottee/s and subject to the policy of the Promoters no. 1.

5.5.3 The Allottee/s hereto agrees and acknowledges that, in order to claim the return of the said Development Protection Deposit, the Allottee/s shall notify the Promoters about completion of all construction and fit-out works in the Bungalow, and receipt of Occupation Certificate of the Bungalow. On receiving this notification, the Promoter No.1's representatives/ nominees shall inspect the Bungalow, its immediate vicinity and attached Common Areas and Amenities, if any, for compliance with Promoter no. 1's policy and to ensure no damages are caused to the



neighboring plots and/or common areas. If all construction and fit-outs carried out by the Allottee/s are in adherence to Promoter no. 1's policy then the Development Protection Deposit shall be returned to the Allottee/s.

5.5.4 In the event, any violations are observed by the Promoter no. 1's representatives/nominees in this regard, the same shall be intimated to the Allottee/s and the Allottee/s shall get the same rectified within 15 (fifteen) days from the date of the said intimation, at his cost and risk. In the event, the Allottee/s fail/s to do the same, then the Promoter no. 1 shall get the same rectified at cost and risk of the Allottee/s. The Allottee/s shall be solely responsible for all costs incurred in this regard along with 25% of the cost incurred payable as penalty to the Promoter no. 1, and which may be recovered inter alia by way of adjustment / set-off against the Development Protection Deposit.

5.5.5 The Promoter no.1 / F/MC shall be entitled to date the said cheque and deposit the same for recovery of the amount. The Allottee/s shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment, etc. The Allottee/s hereto provides unconditional and irrevocable consent to the Promoter no. 1 to insert date on the cheque, as per its sole discretion and the Allottee/s has no objection to the same and waives all his rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Allottee/s, the Promoter no. 1/FMC shall raise bills/invoices on the Allottee/s and the Allottee/s undertakes to pay the same within 15 (fifteen) days from the date of such invoice. In case the Allottee/s refrains/ from paying the additional amount, the same shall be adjusted from the CAM charges duly paid by the Allottee/s and shall be reflected as arrears and shall be claimed from the Allottee/s by the Entry & Organization/ Apex Body, at the time the same is formed.

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Indirect Taxes And Levies	24/5/20
3.6	24/5/20

The Allottee/s agrees that all levies, charges, Cess, Indirect Taxes, assignments of any nature whatsoever (present or future) in respect of the said Plot or otherwise shall be solely and exclusively borne and paid by the Allottee/s. All Direct Taxes in respect of profit (if any) earned from the development and sale to the Allottee/s of the Bungalow shall be borne by Promoters.

5.7 The Allottee/s hereby agrees and acknowledges that the Promoter no. 1 shall, at all times, have the absolute, unconditional and unfettered right to securitize, dispose-off, utilize or deal with the Purchase Price or any part/ portion thereof (whether or not the Promoter no. 1 is in full receipt of the same as of a particular date), in the manner that the Promoter no. 1 may, in its sole and absolute discretion, deem fit. The Allottee/s hereby further agrees and acknowledges that the Promoter no. 1 may, from time to time, raise finance through any instrument, modes, avenues, options or markets available to the Promoter no. 1, whether in India or worldwide, as permissible under applicable Laws, which may include but not be limited to, procuring such financing from any private or public institution; issuance of a security, bond, or any instrument, of any nature whatsoever, debt or equity, including redeemable or convertible (fully or partially or optionally) or non-convertible, in the primary / secondary market (whether through private placement or by way of a public offer); from any financial institutions, banks, funds and, or, any other vehicle, instrumentality, entity, body corporate or person, onshore or offshore, as the case may be. Accordingly, the Allottee/s hereby grants his irrevocable consent to the Promoter no. 1 to sell, assign, transfer, securitize, dispose-off, utilize or deal with, in a manner suitable to the Promoter no. 1 (without requiring specific consent from the Allottee/s), the Purchase Price and/or part thereof and any amounts received/ receivable by the Promoter no. 1 hereunder including without limitation, the right to directly receive from the Allottee/s such amounts pertaining to the Purchase Price and, or, part thereof and, or, any amounts payable by the Allottee/s herein.

5.8 It is further agreed that any such securitization shall not lead to an increase in the Purchase Price paid by the Allottee/s for the Bungalow and any payment made by the Allottee/s to the Promoter no. 1 and, or, any bank or financial institution/bond holders/investors/funds/vehicle/instrumentality / entity / corporate body etc. nominated by the Promoter no. 1 in writing, shall

be treated as being towards the fulfillment of the obligations of the Allottee/s under this Agreement to the extent of such payment.

## 6. DEVELOPMENT: PROMOTERS' RIGHTS & ENTITLEMENTS

In addition to rights, entitlements, powers, authorities and discretions of the Promoters, and the information and disclosures referred to, contained and made elsewhere in this Agreement, the Promoters have informed, and made the Allottee/s aware, of the following matters and the Allottee/s agrees to and accepts the same, *inter alia*, on the basis and strength of which the Promoters have entered into this Agreement:

### 6.1 The Project

6.1.1 The Promoter No. 1 may make minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended by the Project Architect and/or Project Engineer and/or if required by concerned authorities and will be intimated (in writing) to the Allottee/s.

6.1.2 The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by concerned authorities at the time of sanctioning the plans or thereafter and shall, before the Date of Offer of Possession obtained from CIDCO and other concerned authorities, the Occupation Certificate in respect of the Project, or any part/s thereof.

6.1.3 The Promoter No. 1 also proposes to construct a City Level Club House, on a plot adjacent to the RZ 7 & 8 Sector Land, along with swimming pool and such other amenities which shall be for the benefit of occupants including the Allottee/s herein in the Project as well as to the other occupants/ residents/ users/allottees of other projects in the ITP Whole Project and / or users from outside of the Whole Project who agree to pay membership fee to Promoter No.1.

6.1.4 The roads and infrastructures passing through the RZ 1 Sector Land shall be available for use by all the occupants/users/allottees of all other projects in the Whole Project.

6.1.5 The aggregate area proposed for Project R. G. is indicated in the Plans approved by the Competent Authority;

6.1.6 It is agreed by the Allottee/s that wherever the payment of the Purchase Price is on the basis of achieving certain milestones of work, then the letter from the Promoter No. 1 stating that Project Architect or Project Supervisor has certified that the particular milestone is achieved by the Promoter no. 1, shall be sufficient for the amount to become due and payable from the Allottee/s to the Promoter no. 1. The Allottee/s shall not be entitled to make or demand any other proof of the milestone being achieved or cannot delay the payment of the amount due, for any reason whatsoever. It is also agreed by the Allottee/s that wherever the payment of the Purchase Price is on the basis of signed and agreed cost sheet mentioning time-linked payments, the Allottee/s shall not be entitled to make or demand any other proof of such time-linked milestones being achieved or cannot delay the payment of the amount due, for any reason whatsoever.

6.1.7 It is further agreed that for the amount which becomes due and payable by Allottee/s on the basis of achieving certain milestones, then irrespective of the proposed date on which such milestone was to be achieved, as per proposed schedule of progress disclosed to Allottee/s, the amount shall become payable by Allottee/s on the date on which such milestone is actually achieved. The Promoter no. 1 shall be entitled to handover the said Plot faster and complete it earlier than what is disclosed as the proposed schedule of progress.



6.1.8 The Allottee's rights is restricted only to extent of the Designated FSI to be utilized for constructing the Bungalow and the Allottee/s shall not be entitled to construct anything further, beyond the Designated FSI.

6.2 RZ 1 Sector

6.2.1 The Promoters contemplate that: (i) an overall Development Potential of approximately 29,30,837.40 square metres shall, or may, arise out of, and/or be attributable to, and/or be utilisable upon the Whole Project Land, and (ii) out of the part/portion of the Development Potential to be utilised in RZ 1 Sector, the part/portion of the Development Potential to be utilised in the Project is 1,25,000 square meters. If any part/portion of the Development Potential that is not utilised in RZ 1 Sector, or the Project, and/or the Balance Project of RZ 1 Sector, as mentioned herein for any reason whatsoever, then the Promoter No. 1 may utilize such balance/unutilized Development Potential in another part of the Whole Project Land. The Additional Areas are and shall be over and above the Development Potential.

6.2.2 Presently a small strip of land admeasuring 1977.94 square meters is adjoining RG Area No.6. The Promoter has prepared proposed plans for including the aforesaid strip of land in the RZ 1 Sector Lands in due course of time, a copy of the proposed plans is annexed hereto and marked **Annexure 'K'**. Since the total RG in the RZ 1 Sector will consequently increase the Promoter shall be entitled to develop 3 additional plots contiguous to RG No.8, 2 plots contiguous to RG No.6, 2 plots in RG No.1 and 1 plot in RG No.2 which all will form part of the RZ 1 Sector and shall be entitled to deal with it in the manner the Promoter no. 1 deems fit, all of which have been shown hatched in Blue color on the proposed plan annexed hereto and marked Annexure 'K'. In totality there will be slight relocation of RG but the RG will be maintained within the framework of law as per layout requirement. The Promoter has informed the Allottee/s of the aforesaid as and by way of informed consent and the Allottee/s, and/or the Entry/Organization, and/or the RZ 1 Sector Organisation shall not raise any disputes in respect of the same either now or in future.

6.2.3 Presently there are boundary fixation and surveys ongoing in respect of lands adjoining the RZ 1 Sector Land on account of which some plots in the RZ 1 Sector Land shall undergo design changes which may undergo change to the layout plan and/or RG Area of RZ 1 Sector development. The Promoter has informed the Allottee/s of the aforesaid as and by way of informed consent and the Allottee/s shall not raise any disputes in respect of the same either now or in future. The concerned authorities have set out, and may set out, any terms, conditions and restrictions which may apply to, and have to be complied with, by the Promoter No.1, and of the purchasers and allottees of Premises in RZ 1 Sector.

6.2.5 The Common Areas & Amenities will be located throughout parts and portions of the RZ 1 Sector Land and will be developed and constructed in phases as and when such phases of the Project in which the Common Areas & Amenities are situate and developed; and the Allottee/s shall not have any objection, claim, or dispute in respect thereof; and/or in respect of the proportionate charges that will arise and become payable upon Common Areas & Amenities as developed and made available from time to time. The Allottee/s further agree/s, accept/s and acknowledge/s that the charges, liabilities and Taxes payable in respect of the Common Areas & Amenities will be payable by the allottees, purchasers, owners and occupants from time to time of Premises in the entire RZ 1 Sector and will be distributed and apportioned on the basis of the areas of their respective premises as determined by the Promoter no. 1 in its discretion. Further, the Allottee/s is aware and accepts that the Common Areas & Amenities are for the common use of, inter alia, the allottees, purchasers, owners and occupants, from time to time of Premises in the entire RZ 1 Sector and the Allottee/s and/or the Entry & Organisation in respect of each of the phases in RZ 1 Sector shall never be entitled to, and shall not claim any exclusive right, or



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interest, with respect to the Common Areas & Amenities within RZ 1 Sector Land or any of the phases therein and/or restrict or prohibit the use or enjoyment thereof irrespective of whether such Common Areas & Amenities are within RZ 1 Sector Land.

6.2.6 The Promoter no.1 is and shall remain absolutely, exclusively and fully and freely entitled and at liberty in its discretion to: (i) determine the parts and portions of the RZ 1 Sector Land which are to be earmarked for the other phase, (ii) determine the sequence and order in which the development of the RZ 1 Sector is undertaken including that the balance phase may be undertaken simultaneously or concurrently, and (iii) determine the composition/mix of RZ 1 Sector, including, but not limited to, whether the same are developed solely by development and construction of bungalow/row houses/twin bungalows/villas, and/or solely as plots, and/or a mix of the two, or otherwise; and Allottees/shall have no claim or right in respect thereof and shall not be entitled to raise any disputes or differences in relation thereto.

6.2.7 The Allottees confirm/s and acknowledge/s that the Balance Project of RZ 1 Sector and/or the plans, layout plans, approvals etc. in respect thereof, being implemented, or to be implemented in future, are not, and shall not be, the subject matter of this Agreement and there is and shall be no right, entitlement, or interest of any purchasers/allottees in respect thereof, including to raise any objection, dispute, or claim in respect thereof.

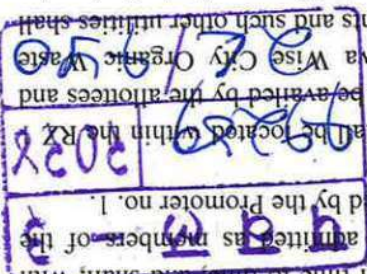
6.2.8 All purchasers and allottees, from time to time, of Premises in the Project and the Balance Project of RZ 1 Sector, including the Allottee/s herein, shall be and be deemed to be on the same footing, and have and shall always have the same rights, interests and entitlements, as per plans, permissions and approvals from time to time, and shall, with them, and as and when the Promoter no. 1 directs, be admitted as members of the respective entity & organisation to be formed and constituted by the Promoter no. 1.

6.2.9 An electric sub-station to be used by RZ 1 Sector Land shall be located within the RZ 1 Sector Land. However, the benefit of this sub-station shall be available by the allottees and purchasers of all Premises in the RZ 1 Sector. Wadhwa Wise City Organic Waste Converter(s)/Waste recycling units, Sewage Treatment Plants and such other utilities shall also be provided at locations and of sizes/capacity as is required by prevalent rules/vendor specification. The Allottee/s agree/s and accept/s that he/she/they/it shall have no grievance and/or claim against the Promoters in case such utilities are required to be located near the said Bungalow.

6.2.10 The Common Areas & Amenities shall be completed and/or available or before the date on which the full occupation certificate/s and all other Approvals in respect of the last plot of the last balance RZ 1 Sector Project is/are received by the Promoter. (hereinafter referred to as the "RZ 1 Sector Project Completion")

6.2.11 There are certain village roads that are passing through the RZ 1 Sector Land. Although the Promoters have maintained the ingress and egress of these roads in the development of the RZ 1 Sector, the allottees and purchasers, the Entity & Organisation of the RZ 1 Sector Organisation and the Apex Body shall never obstruct any public access to such village roads. The Promoter has informed the Allottee/s of the aforesaid as and by way of informed consent and the Allottee/s, and/or the Entity/Organization, and/or the RZ 1 Sector Organisation shall not raise any disputes in respect of the same either now or in future.

6.2.12 Further, the Promoters own and hold lands adjoining to the RZ 1 Sector Land, the access to which lands are derived from the RZ 1 Sector Land. The Promoters, the Promoters Affiliates and the purchasers and allottees of such adjoining lands shall have full right to access the RZ 1 Sector Land through 12 mt. wide road on north and south side of Part-A of RZ 1 as marked in Annexure 'L', at all times in future, and neither the Allottee/s herein, and/or any purchasers and allottees of the RZ 1 Sector, and/or the Entity & Organisation, the RZ 1 Sector Organisation shall obstruct the use of such right of way to



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the benefit of the Promoters, the Promoters Affiliates and the purchasers and allottees of such adjoining lands. The Promoter has informed the Allottee/s of the aforesaid as and by way of informed consent and the Allottee/s, and/or the Entity/Organization, and/or the RZ 1 Sector Organisation shall not raise any disputes in respect of the same either now or in future.

### 6.3 General

6.3.1 The Promoters solely and absolutely, own and are in the charge and control of the Whole Project Lands, the entire Development Potential, and Additional Areas, and shall always have, the entire, exclusive overriding, and irrevocable interest and power, entitlement and authority to develop, from time to time, in a phased manner, over such period of time upto the date on which the full occupation certificate/s and all other Approvals in respect of the last building/wing/bungalow/plot of the last project/phase of the last sector of the Whole Project have been received by the Promoter No. 1 from concerned authorities (hereinafter referred to as the "Whole Project Completion") and in such sequence or order (the same being dynamic in nature) all projects and phases upon the Whole Project Lands, including by submitting any parts or portions thereof, under any Applicable Law including UDCPFR and by dealing with, distributing, apportioning, utilising and transferring, the Development Potential, in such manner, to such extent, and at such intervals, as the Promoter No. 1 deems fit, in its discretion, upon any parts or portions of the Whole Project Lands. The Allottee/s confirm/s and acknowledge/s that all the Other Projects to be developed in the sectors upon the Whole Project Lands and/or the plans, layout plans, approvals etc. in respect thereof, being implemented, or to be implemented in future are not the subject matter of this Agreement and Allottee/s have no right or interest in respect thereof.

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6.3.2 The Whole Project Lands will be developed over a time period of several years, wherein lands would be included, substituted, deleted, modified from the ITP Lands. The RZ 1 Sector Land shall always form part of the ITP Lands.

6.3.3 Presently, the Sanctioned Layout of the ITP depicts various and diverse reservations, designations, parks, playgrounds, amenities, schools, colleges, hospitals, health care facilities, markets, town halls, auditoriums, libraries, economic activities/commercial component etc. The Promoters have not represented or given any undertaking and/or undertakes in respect of the development of any of the aforesaid. The Promoters may at their discretion assign or transfer such amenities to any third party.

6.3.5 The area of the Whole Project Lands may undergo change on account of addition / deletion in lands as aforesaid modification in prevalent norms, Development Control Regulations, Township Regulations etc. The Sanctioned layout is as on date transitory and shall be revised for development as deemed fit in the sole discretion of the Promoters.

6.3.6 With respect to the Promoters respective obligations as promoters under RERA and the Joint Development Agreement:-

(a) Promoter No. 1's obligations as "Promoter" under RERA in respect of Project shall be with respect to all its obligations and liabilities under the Joint



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Development Agreement including towards obtaining Plans & Approvals, developing, constructing the Project, the Common Areas and Amenities, delivery of possession of the Premises, and in respect of construction defects;

(b) Promoter No. 2 shall have no liability or obligation whatsoever in relation to any delay in the completion of development and construction of the Project and/or the delivery of possession of the Premises, under REBA, or otherwise, on account of: (i) any breach, default, non-observance or non-compliance by Promoter No. 1 of Applicable Law, and/or Plans & Approvals, and (ii) any title, claims, or encumbrances arising in respect of the lands owned by Promoter No. 1 out of the RZ 1 Sector which directly result in the development and construction of the Project, or any part thereof being restricted, stopped or delayed; and,

6.3.7 Without prejudice to the generality of the foregoing provision, the Promoter No.1 may in its discretion, inter alia, be entitled to:

(a) make any variations, alterations, amendments, or deletions, in respect of the layout and planning of RZ 1 Sector or any of the projects/phases thereof;

(b) club, amalgamate, or sub-divide any parts or portion of the RZ 1 Sector Land, into one layout, and/or separate, or combined layouts; and/or in respect of any Balance Project of RZ 1 Sector, and to do, execute and perform all acts, deeds, matters and things in relation thereto;

(c) designate, allocate, reserve and/or relocate, realign, modify, and amend from time to time, any Common Areas & Amenities in respect of RZ 1 Sector including the Project and/or any part thereof, including in pursuance of Applicable Law, and/or by virtue of any approvals, and/or as may be required by the concerned authorities;

(d) direct, designate, hold and control all infrastructure facilities including public space advertising and all promotional signage, hoarding, and all other nature of signage whatsoever, and designate and allocate any Premises, areas, and spaces, upon or in the RZ 1 Sector Land to any persons, including third party service providers, and/or Promoter Affiliates, for the purpose of facilitating the provision and proper maintenance of utility services including without limitation, electricity, water and telecommunication related services;

(e) allot and/or grant on lease or otherwise whatsoever any areas or parts in the RZ 1 Sector Land, and/or RZ 1 Sector including the Project, to utility service providers including electrical, telecommunication, gas etc. service provider, supplier or any concerned authorities;

(f) hand over and/or transfer any parts or portions of the RZ 1 Sector Land, to any persons, parties, government, or statutory authorities, or bodies, with or without any development or construction thereon, in accordance with Applicable Law, and/or any Approvals, and/or develop any and all areas previously affected by the Reservations and/or as the case may be, and/or develop such further or additional reservations as may be imposed or applied, in the Promoter No. 1's discretion;

#### 6.4 Allottees/Confirmations

6.4.1 The Promoter No.1 proposes to develop RZ 1 Sector, including the Project (by utilization of a part of the Aggregate Development Potential) in the manner more particularly provided in this Agreement and the Allottee/s has/have agreed to purchase the said Plot based on the unfettered and vested rights of the Promoters in this regard. Accordingly, the Allottee/s hereby confirm/s personally and as a prospective members/ of the applicable Entity & Organisation, as follows, which are and shall always be the essence of this Agreement, that is:

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The Allottee/s hereby expressly agrees that so long as the loan and the Purchase Price remain unpaid/outstanding, the Allottee/s subject to the terms hereof, shall not sell, transfer, let out and/or deal with the said Plot/ the Bungalow in any manner whatsoever without obtaining prior written permission of the Promoter no. 1 and/or the relevant banks/financial institutions which have advanced the loan. In the event of the Promoter no. 1 granting such consent, the Allottee/s shall be liable to and shall pay to the Promoter no. 1 such sums as the Promoter no. 1 may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same, provided however that such transferee/s/assignee/s of the Allottee/s shall always be bound and liable by the terms, conditions and covenants hereof

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The Parties further agree that the Promoter no. 1 shall not, in any way, be liable or responsible for the repayment of the loan taken by the Allottee/s. All costs in connection with the procurement of the loan and creation of a mortgage over the said Plot/ the Bungalow and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Allottee/s. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Promoter no. 1 shall have a lien on the said Plot/ the Bungalow to which the Allottee/s has no objection and hereby waives his right to raise any objection in that regard.

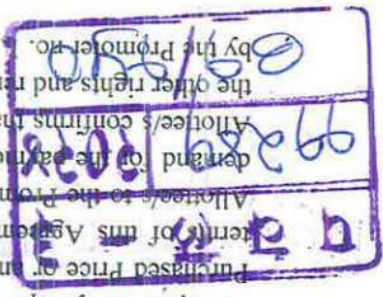


The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Allottee/s in connection with the payments to be made pursuant to this Agreement and any loan/mortgage created or to be created over the said Plot/ the Bungalow in connection with such loan/mortgage which requires the prior written consent of the Promoter no. 1, the Allottee/s shall remain solely and wholly responsible for the timely payment of the Purchase Price or the part thereof and/or any other the amounts payable hereunder.

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**8. Loans against the said Plot / the Bungalow**

In the event of the Allottee/s committing default in payment on the due dates of any amount that becomes due and payable by the Allottee/s to the Promoter no. 1 under this Agreement (including his/her/their proportionate share of taxes levied by concerned Local Authority and other outgoing), the Allottee/s agrees to pay to the Promoter no. 1, Interest which shall mean simple interest at State Bank of India's (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2% (two per cent) per annum. The MCLR shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI on all the amounts including the Purchased Price or any part thereof payable by the Allottee/s to the Promoter no. 1 under the terms of this Agreement from the date the said amount becoming due and payable by the Allottee/s to the Promoter no. 1 i.e. 14 (fourteen) days from the date the Promoter no. 1 raises demand for the payment of such installment, till the date of realization of such payment. The Allottee/s confirms that the payment of interest by the Allottee/s shall be without prejudice to the other rights and remedies of the Promoter no. 1 and shall not constitute a waiver of the same by the Promoter no. 1 unless specifically provided by the Promoter no. 1 in writing.



7. Interest

6.4.2 All the allottee/s/purchasers of the Premises in RZ 1 Sector including the Project shall have ingress and egress to any of the Common Areas and Amenities through the access ways and pathways in RZ 1 Sector as determined by the Promoter No.1.

- (a) all the matters, and the rights, powers, authorities, discretions, and entitlements of the Promoters, as recorded and contained in this Agreement, and the Promoters' intent and desire in respect of the RZ 1 Sector Land and the developments thereof;
- (b) the Allottee/s shall not object to, hinder, obstruct or interfere with the Promoter exercising its rights and powers herein or any grounds.