

AGREEMENT

KOLTE-PATIL PLANET KIWALE PROJECT PRIVATE LIMITED

PROJECT : “LITTLE EARTH, KIWALE-BUILDING C12”

KIWALE, PUNE

BUILDING- C12

APARTMENT NO. 1005 ON Tenth FLOOR.

MR. KULKARNI ABHIJEET VIJAY

Mobile No. 9284526073

A G R E E M E N T

These Articles of Agreement made and executed at Pune

on this _____ day of _____ 2025.

B E T W E E N

- 1. KOLTE-PATIL PLANET KIWALE PROJECT PRIVATE LIMITED (PAN – AAJCK7543C)** (Formerly known as “KOLTE-PATIL KIWALE PROJECT PRIVATE LIMITED”) (CIN NO.- U70109PN2022PTC214281)

A company incorporated under the provisions of the Companies Act, 2013 having its registered office at- 8th Floor, City Bay, CTS NO. 14 (P), 17 Boat Club Road, Pune-411001. Through its Authorized Signatory appointed vide Board Resolution dated 08/02/2023.

MR. NELSON MISQUITH

Adult, Occupation: Service

---Hereinafter called as “THE PROMOTER NO.1”

(which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-interest and permitted assigns)

- 2. KOLTE-PATIL DEVELOPERS LIMITED (PAN No. AAACK7310G)**
(CIN No. L45200PN1991PLC129428),

(Before merger Sampada Realities Pvt. Ltd.)

A Public Limited Company incorporated under Indian Companies Act 1956, having its office at- 8th Floor, City Bay, CTS NO. 14 (P), 17 Boat Club Road, Pune-411001

Through its Authorized Signatory appointed vide Board Resolution dated 22nd June, 2023

MR. NELSON MISQUITH

Adult, Occupation: Service

---Hereinafter called as “THE PROMOTER NO.2”

(which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-interest and permitted assigns)

A N D

MR. KULKARNI ABHIJEET VIJAY

(PAN. AUHPK9774C)

AADHAR NO : 8931 5149 5881

Age : 47 YEARS,

Occupation : SERVICE

ADDRESS : C/O. AJINKYA DESHMUKH, 907, VISION STARWEST PHASE 2, OPPOSITE JSPM COLLEGE, OFF MUMBAI BANGALORE HIGHWAY, TATHAWADE, PUNE - 411033.

.....Hereinafter called as “THE ALLOTTEE/S”

(Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her/their legal heirs, executors, administrators and assigns.)

The Promoter No.1, the Promoter No.2 and the Allottee/s shall hereinafter collectively be referred to as the “**Parties**” and individually as the “**Party**”.

WHEREAS-

- A.** All that piece and parcel of land admeasuring 13 Hectares 46 Ares bearing Survey No. 19 Hissa No.1 to 7+9/1 lying and situated at Village- Kiwale, Tal.- Haveli, Dist.- Pune was owned by Vishwanath Triloknath Meyar and Shrikrishna Pratap Jeevandas Magan (“**Original Owners**”),
- B.** By a registered Sale Deed dated 17th September, 1981 the Original Owners sold the aforesaid land to Mr. Moreswar Shankarrao Masulkar, Mr. Kaluram Shankarrao Masulkar, Mr. Dattatraya Shankarrao Masulkar, Mr. Ashok Shankarrao Masulkar, Mr. Prakash Shankarrao Masulkar and Mr. Hemachandra Shankarrao Masulkar. (“**Landowners**”),
- C.** By a Development Agreement and Power of Attorney both dated 10th May, 2007 registered at the Office of the Sub-Registrar Haveli No.1, Pune under Sr. Nos. 3511/2007 and 3512 /2007 respectively read with Supplementary Development Agreement dated 30th September, 2022 registered at the Office of the Sub-Registrar Haveli No.15, Pune under Sr. No. 18694/2022, the Landowners granted development rights in respect of portion of the aforementioned total land i.e. 13 Hectares 46 Ares which portion admeasures 10 Hectares 10 Ares in favour of the Promoter No. 2, more particularly described in the **First Schedule** hereunder written and hereinafter referred to as “**the Larger Land**”;
- D.** The non-agricultural use of the Larger Land has been obtained by the Original Owners from Collector, Pune vide order dated 21/09/2012 bearing reference No. PMH/NA/SR/502/12;
- E.** The Promoter No.2 has got building layout and plans sanctioned from the Pimpri Chinchwad Municipal Corporation (‘PCMC’) vide Commencement Certificate bearing reference No. BP/Layout/15/2010 dated 03/11/2010 and revised Commencement Certificate bearing reference No. BP/Kiwale/24/2012 dated 28/08/2012, and revised Commencement Certificate bearing reference No. B.P/Kiwale/22/2015 dated 05/06/2015 and revised Commencement Certificate bearing reference No. B.P/Kiwale/19/2016 dated 31/03/2016 and revised Commencement Certificate bearing reference No. B.P/Kiwale/67/2017 dated 09/11/2017 and EC Layout bearing reference No. BP/Environment/Kiwale/01/2018 dated 07/07/2018 and revised Commencement Certificate bearing Reference No. B.P/Kiwale/12/2019 dated 01/02/2019, and revised Commencement Certificate bearing Reference No. B.P/Kiwale/143/2022 dated 22/12/2022 and revised Commencement Certificate bearing Reference No. B.P./Kiwale/47/2024 dated 30/03/2024, copies whereof are annexed hereto and marked as “**Annexure B**”;
- F.** The Promoter No. 2 has obtained the Environmental Clearance dated 05/02/2011 bearing reference No. ENV-2010/Letter No.144/T.No.3 issued by Ministry of Environmental, Forest and Climate Change, Government of Maharashtra. The Promoter applied for revision and obtained revised Environmental Clearance on 01/01/2015 bearing reference No. SEAC-

2212/C.R.89/TC-2 issued by the Government of Maharashtra. The Promoter applied for revision and obtained revised Environmental Clearance dated 09/08/2019 bearing Reference SEIAA-EC-0000001938 issued by State Level Environment Impact Assessment Authority (SEIAA). The Promoter applied for revision and obtained revised Environmental Clearance dated 07/02/2024 bearing Reference No. EC24B039MH133890 issued by SEIAA. The Promoter represents and informs that the Promoter shall be applying for revision in Environmental Clearance for construction of Subsequent Multiple Phases of Larger Project;

- G.** The Promoter No.2 has represented that presently the Promoter No. 2 has procured a sanctioned plan in respect of the Larger Land envisaging the construction of multiple residential and commercial buildings, various areas and amenities, etc. (**“Larger Project”**). Since this is a larger layout development, the various future buildings depicted on the present sanctioned plan are subject to changes from time to time;
- H.** An application was filed by Kolte-Patil Developers Limited before Regional Director, Ministry of Corporate Affairs, Western Region, Mumbai seeking amalgamation of Sampada Realities Private Limited with Kolte Patil Developers Limited;
- I.** By an Order dated 26th May 2023 passed by the Hon’ble Regional Director, Ministry of Corporate Affairs, Western Region, Mumbai under the provisions of Section 233 of the Companies Act, 2013 and rule 25(5) of The Companies (Compromises, Arrangements & Amalgamations) Rules 2016, in the aforesaid application, the Transferor Company namely Sampada Realities Private Limited was amalgamated with Transferee Company namely Kolte Patil Developers Limited. By the aforesaid Order, all the properties and assets of the Transferor Company namely- Sampada Realities Private Limited has been now vested in the Transferee Company namely- Kolte Patil Developers Limited;
- J.** The said Order passed by Regional Director, Ministry of Corporate Affairs, Western Region, Mumbai, dated 26th May 2023 has been registered at the Office of Joint Sub- Registrar (Class-II), Haveli No. 16, Pune under Sr. No. 12990/2023 on 06/07/2023;
- K.** By virtue of the Order dated 26th May 2023, Kolte-Patil Developers Limited now being the PromoterNo.2 alone has got absolute right and full power to develop the Larger Land described in the First Schedule hereunder written and construct the Larger Project and Common Areas and Amenities for the Larger Project;
- L.** From and out of the Larger Project, the Promoter No.2 has undertaken and completed construction of 9(nine) residential buildings namely buildings A, B1, B2, B3, B4, B12, C19, C20 and C21 (**“Completed Buildings”**). The Promoter has obtained occupancy certificates in respect of the aforesaid 9(nine) buildings and handed over the possession of respective apartments to the apartment holders of the said buildings.
- M.** The Promoter No.2 intends to construct the balance buildings out of the aforementioned Larger Project in multiple phases in the manner mentioned below:
- a) **Buildings forming part of project Little Earth Masulkar City-Phase 3:**
- i. 4(four) buildings identified on sanctioned plan as ‘A Commercial’, residential buildings –‘C15’, ‘C17’ and ‘C18’ are registered as a Project under the name **“Little Earth Masulkar City-Phase 3”** under the provisions of the said Act with the Real

Estate Regulatory Authority on 09/01/2018 under No. **P52100014875**. After the merger of Sampada Realities Private Limited with the Promoter No.2, the Promoter No.2 applied for change of the name of the Promoter No.2 on the RERA Certificate in respect of the aforesaid Project from “Sampada Realities Private Limited” to “Kolte-Patil Developers Limited” “. Accordingly the Real Estate Authority approved the said change and issued a fresh Certificate on 19/01/2024, however there is no change in the date of project registration and the RERA registration number;

- ii. The Promoter has completed construction of project **Little Earth Masulkar City-Phase 3** and has obtained two separate occupancy certificates from PCMC- for residential buildings –‘C15’, ‘C17’ and ‘C18’ on 29/12/2023 bearing Reference No. 927/2023 and on 06/05/2024 bearing Reference No. 307/2024 and for Commercial Building ‘A’ on 01/06/2023 bearing Ref. No. 372/2023;

b) Ongoing Buildings being constructed

- i. 1(one) residential building identified on sanctioned plan as ‘C16’ comprising of parking plus 16 (sixteen) upper floors, registered as a Project under the name “**Little Earth, Kiwale Building C16**” under the provisions of the said Act with the Real Estate Regulatory Authority on 21/11/2022 under No. **P52100047721**. After the merger of Sampada Realities Private Limited with the Promoter No.2, the Promoter No.2 applied for change of the name of the Promoter No.2 on the RERA Certificate in respect of the aforesaid Project from “Sampada Realities Private Limited” to “Kolte-Patil Developers Limited”. Accordingly the Real Estate Authority approved the said change and issued a fresh Certificate on 06/10/2023, however there is no change in the date of project registration and the RERA registration number;
- ii. 1(one) residential building identified on sanctioned plan as ‘B11’ presently comprising of 1(one) level basement parking plus 1(one) level stilt parking plus 16 (sixteen) upper floors, registered as a Project under the name “**Little Earth, Kiwale Building B11**” under the provisions of the said Act with the Real Estate Regulatory Authority on 21/11/2022 under No. **P52100047722**. After the merger of Sampada Realities Private Limited with the Promoter No.2, the Promoter No.2 applied for change of the name of the Promoter No.2 on the RERA Certificate in respect of the aforesaid Project from “Sampada Realities Private Limited” to “Kolte-Patil Developers Limited”. Accordingly the Real Estate Authority approved the said change and issued a fresh Certificate on 06/10/2023, however there is no change in the date of project registration and the RERA registration number. The Promoter applied for revisions in the Environmental Clearance and obtained revised Environmental Clearance on 07/02/2024. Thereafter the Promoter obtained revised sanctions/approvals from PCMC to construct 6(six) additional floors on Building B11 vide revised Commencement Certificate dated 30/03/2024 bearing Reference No. B.P./Kiwale/47/2024, by virtue whereof, Building B11 now has 22 (twenty-two) upper floors.
- iii. The development 1(one) residential building identified on sanctioned plan as ‘C13’ being developed by the Promoter, is registered as a project under the name “**Little**

Earth, Kiwale Building C13” under the provisions of the said Act with the Real Estate Regulatory Authority on 31/01/2024 under No. **P52100054592**;

- iv. The development of 1(one) residential building identified on sanctioned plan as ‘C14’ being carried out by the Promoter, is registered as a project under the name “**Little Earth, Kiwale Building C14”** under the provisions of the said Act with the Real Estate Regulatory Authority on 18/01/2024 under No. **P52100054389**;

c) **Subsequent Multiple Phases of the Larger Project:**

Multiple proposed residential and commercial buildings. The buildings forming part of the Subsequent Multiple Phases of the Larger Project will be constructed in future, in phases, from time to time, and will be registered with RERA as separate project/s at the discretion of the Promoter.

- N.** The Promoter No.2 will be at liberty and entitled to revise the plans relating to the buildings forming part of Subsequent Multiple Phases of the Larger Project from time to time in such manner as the Promoter No.2 may deem fit and proper.
- O.** Further the Promoter No.2 shall be entitled to develop the Subsequent Multiple Phases of the Larger Project either by itself or through any other person or party. Further, with regards to the development of the Subsequent Multiple Phases of the Larger Project, the Promoter No.2 shall be at liberty to decide, at its sole discretion, the timelines related to commencement, construction and completion of such projects / buildings, the layout of the buildings, the height of buildings (whether to proceed with the present height or increase or decrease the same), size, dimensions and orientations of the apartments, FSI utilization relating to the Larger Land, in part or full. The Allottees of the Project including the Allottee herein have, through this Agreement, been explained and put to notice of the aforesaid rights of the Promoter No.1 & 2.
- P.** The Promoter No.1 hereby expressly represents and informs the Allottee that the Promoter No.2 intends to revise the sanctioned layout plan in respect of the Larger Project and sanctioned building plans pertaining to proposed buildings in Subsequent Multiple Phases of Larger Project. By virtue thereof, the orientation, location, dimension, height, product mix in respect of the aforesaid proposed multiple residential buildings and commercial buildings shall be revised/changed. The Allottee herein is / are thus fully aware of the representations and disclosures made by the Promoter No.1 and has / have agreed to purchase the Apartment only after fully understanding the representations and disclosures made by the Promoter No.2 in respect of the Larger Project and larger layout. The Allottee shall thus not create any hurdle, obstruction and/or dispute the revision of the plans relating to the larger layout / Larger Project from time to time and/or the future construction to be carried out by the Promoter No.2, by itself and/or through any other person or party;
- Q.** From and out of the Larger Project, the Promoter No.2 has entrusted development and construction of 3(three) residential buildings identified on the plan as ‘C10’, ‘C11’ and ‘C12’ by utilizing agreed FSI of 6,08,457 sq.fts. to and in favour of Promoter No.1 vide FSI Development Agreement dated 10/11/2022, registered at the Office of Sub-Registrar, Haveli No. 15 under Sr. No. 19710/2022 and Irrevocable Power of Attorney dated 10/11/2022 registered at the Office of Sub-Registrar Haveli No. 15 under Sr. No. 19711/2022.

- R.** The aforesaid Development Agreement dated 10/11/2022 and Irrevocable Power of Attorney dated 10/11/2022 were earlier executed in the name of 'Kolte-Patil Kiwale Project Private Limited'. However, as per fresh Certificate of Incorporation dated 13th December, 2022 issued by the Registrar of Companies, Pune, name of the Promoter No.1 – Kolte-Patil Kiwale Project Private Limited was changed to 'Kolte-Patil Planet Kiwale Project Private Limited'.
- S.** In accordance with the terms of the FSI Development Agreement dated 10/11/2022, the Promoter No. 2 shall be procuring all the sanctions/approval of the building plans pertaining to the buildings 'C10', 'C11' and 'C12' to be constructed by the Promoter No.1 from the Pimpri Chinchwad Municipal Corporation ("PCMC") and Promoter No.1 carry out the work of construction of the aforesaid buildings in accordance with the sanctioned building plans and ensure that there is no deviation therefrom and/or violation thereof.
- T.** The 3(three) residential buildings identified as buildings 'C10', 'C11' and 'C12' on present sanctioned layout plan are to be constructed by Promoter No.1 by utilizing agreed FSI of 6,08,457 sq.fts. on a portion of the Larger Land (hereinafter referred to as the "**Project Land**") and more particularly described in the **Second Schedule** hereunder written and delineated in blue colour boundary lines on the plan annexed hereto and marked as **Annexure 'A'**.
- U.** Out of the 3(three) Buildings 'C10', 'C11', 'C12' to be constructed by Promoter No.1, the Promoter No.1 has already registered the 2(two) buildings identified as building 'C10 and C11' as a project under the name of "**Little Earth, Kiwale-Buildings C10 and C11**", under the provisions of the said Act with the Real Estate Regulatory Authority (RERA) on 12/12/2022 under No. **P52100048103**. The construction and development of the 2(two) buildings 'C10 and C11' has been undertaken on a portion of the Project Land which portion admeasures **2223.10 sq.mtr;**
- V.** The Promoter No.1 now intends to undertake construction of balance 1(one) residential building i.e Building 'C12';
- W.** For the purpose of this Agreement, **Project** shall mean 1(one) residential building identified as building 'C12' on present sanctioned layout plan undertaken by Promoter No.1 on a portion of the Project Land which portion admeasures **1097.75 sq. mtrs.** and more particularly described in the "**Third Schedule**" written hereunder and is delineated in pink colour boundary lines on the plan annexed hereto and marked as **Annexure A**;
- X.** The Promoter No.1 has registered the aforesaid 1(one) residential building identified as building 'C12' as a Project under the name of "**Little Earth, Kiwale-Building C12**", under the provisions of the said Act with the Real Estate Regulatory Authority (RERA) on 27/12/2023 under No. **P52100054068**, a copy whereof is annexed hereto and marked as **Annexure "J"**.
- Y.** The Promoter No.1 represents that Building 'C12' shall have total 22(twenty-two) upper floors. Initially, Building 'C12' comprised of basement plus parking plus 16 (sixteen) upper floors. The Promoter applied for revisions in the Environmental Clearance and obtained revised Environmental Clearance on 07/02/2024. Thereafter the Promoter obtained revised sanctions/approvals from PCMC to construct 6(six) additional floors on Building 'C12' vide revised Commencement Certificate dated 30/03/2024 bearing Reference No.

B.P./Kiwale/47/2024, by virtue whereof, Building 'C12' now has total 22 (twenty-two) upper floors'.

Z. The estimated date of completion of the **Project "Little Earth, Kiwale- Building C12 is 31st December, 2027**, subject to Force Majeure Event as defined hereinbelow;

AA. With regards to the buildings that have already been constructed by the Promoter No.2 on the Larger Land, the Promoter No.2 has formed and registered various organizations i.e. Co-operative Housing Societies under the provisions of the Maharashtra Co-operative Societies Act, 1960:

- a) **Building A-** organization formed and registered under the name "LITTLE EARTH BUILDING A CO-OPERATIVE HOUSING SOCIETY LIMITED" bearing registration No. PNA/PNA(6)/HSG(TC)/17602/2016-17 dated 16/01/2017;
- b) **Building B1-** organization formed and registered under the name "LITTLE EARTH BUILDING B-1 CO-OPERATIVE HOUSING SOCIETY LIMITED" bearing registration No. PNA/PNA(6)/HSG(TC)/17603/2016-17 dated 16/01/2017;
- c) **Building B2-** organization formed and registered under the name "LITTLE EARTH BUILDING B-2 CO-OPERATIVE HOUSING SOCIETY LIMITED" bearing registration No. PNA/PNA(6)/HSG(TC)/17604/2016-17 dated 16/01/2017;
- d) **Building B3-** organization formed and registered under the name "LITTLE EARTH BUILDING B-3 CO-OPERATIVE HOUSING SOCIETY LIMITED" bearing registration No. PNA/PNA(6)/HSG(TC)/22495/2021-22 dated 17/06/2021;
- e) **Building B4-** organization formed and registered under the name "LITTLE EARTH BUILDING B-4 CO-OPERATIVE HOUSING SOCIETY LIMITED" bearing registration No. PNA/PNA(6)/HSG(TC)/22496/2021-22 dated 17/06/2021;
- f) **Building B12-** organization formed and registered under the name "LITTLE EARTH BUILDING B-12 CO-OPERATIVE HOUSING SOCIETY LIMITED" bearing registration No. PNA/PNA(6)/HSG(TC)/22888/2022 dated 10/03/2022;
- g) **Building C-19-** organization formed and registered under the name "LITTLE EARTH BUILDING C-19 CO-OPERATIVE HOUSING SOCIETY LIMITED" bearing registration No. PNA/PNA(6)/HSG(TC)/22497/2021-22 dated 17/06/2021;
- h) **Building C-20-** organization formed and registered under the name "LITTLE EARTH BUILDING C-20 CO-OPERATIVE HOUSING SOCIETY LIMITED" bearing registration No. PNA/PNA(6)/HSG(TC)/22498/2021-22 dated 17/06/2021;
- i) **Building C-21-** organization formed and registered under the name "LITTLE EARTH BUILDING C-21 CO-OPERATIVE HOUSING SOCIETY LIMITED" bearing registration No. PNA/PNA(6)/HSG(TC)/22499/2021-22 dated 17/06/2021;

BB. The Promoter has formed and registered separate Organization/s i.e. Co-operative Housing Societies under the provisions of the Maharashtra Co-operative Societies Act, 1960 in respect of Buildings C15, C17 and C18 forming part of project Little Earth Masulkar City-Phase 3 and shall form and register separate Organization i.e. Co-operative Housing Societies under the provisions of the Maharashtra Co-operative Societies Act, 1960 in respect of 'A Commercial' of project Little Earth Masulkar City-Phase 3;

- CC.** The Promoter No.1 and 2 shall form and register a separate Organization in respect of each of the buildings ‘C10’, ‘C11’and ‘C12.
- DD.** The Promoter No. 2 shall form and register separate organization/s i.e. Co-operative Housing Societies under the provisions of the Maharashtra Co-operative Societies Act, 1960 in respect of each of the Ongoing Buildings.
- EE.** Likewise, the Promoter No.2 shall form separate organization/s i.e. Co-operative Housing Societies under the provisions of the Maharashtra Co-operative Societies Act, 1960 in respect of the buildings that shall be constructed in the Subsequent Multiple Phases of the Larger Project;
- FF.** The Common Areas and Amenities for the Larger Project are enumerated in **Annexure ‘F’**. The Promoter No.2 hereby represents and informs that:
- (i) The construction of certain common areas and amenities listed out in **Part A of Annexure ‘F’** which are forming part of the Common Areas and Amenities for the Larger Project have been completed and the same are already being used and enjoyed by the allottees of the Completed Buildings. The said completed common areas and amenities shall also be available to the use and enjoyment of the Allottees of the Project “Little Earth, Kiwale-Building C12 and allottees of buildings ‘C10’ and C11, the allottees of the Ongoing Buildings, Buildings in project Little Earth Masulkar City-Phase 3 (except building ‘A Commercial’), and the allottees of the residential buildings in the Subsequent Multiple Phases of the Larger Project to be constructed on the Larger Land;
 - (ii) The construction of the balance proposed common areas and amenities listed out in **Part B of Annexure ‘F’** which are forming part of the Common Areas and Amenities for the Larger Project shall be undertaken and completed in phases within the estimated timelines specified in the **Annexure F**. The said balance proposed common areas and amenities shall be available for the use and enjoyment of Allottees of the Project “Little Earth, Kiwale-Building C12”, allottees of buildings ‘C10’ and ‘C11’, the allottees of the Ongoing Buildings, Buildings in project Little Earth Masulkar City-Phase 3 (except building ‘A Commercial’), and the allottees of the residential buildings in the Subsequent Multiple Phases of the Larger Project to be constructed on the Larger Land.
 - (iii) The Allottees of the commercial building/s forming part of Larger Project shall not be entitled to use and enjoy the Common Areas and Amenities for Larger Project save and except the limited common areas as listed out in “**Annexure G**” annexed hereto.
- GG.** The Promoter No. 2 has provided and shall be providing various utilities and services to the various buildings constructed/to be constructed on the Larger Land which utilities and services shall be used, shared and maintained by the allottees/societies of the various buildings constructed/to be constructed on the Larger Land in the manner set out in **Annexure ‘G’** annexed hereto;

- HH.** The Promoter No. 2 shall have access to the Larger Land together with all the internal roads and public access roads till such time the entire Larger Project to be constructed on the Larger Land is constructed completely in all respects as envisaged under this Agreement (including any amendments thereto from time to time);
- II.** By a Circular bearing No. 28/2021 dated 08/03/2021, MAHARERA has prescribed a standard format for “Legal Title Report”. Accordingly DSK Legal, Advocates have issued the Search and Title Report under the prescribed format on 30/10/2023 in respect of the Project Land, copy whereof is annexed hereto and marked as “**Annexure C**”;
- JJ.** The copies of 7/12 extract pertaining to the Larger Land are annexed hereto and marked collectively as “**Annexure D**”;
- KK.** The Promoter No.1 has in the recitals of this Agreement read with the operative part of this Agreement made complete disclosures relating to the Project, the layout relating to the Larger Land, the changes intended to be made in the layout relating to the Larger Land by the Promoter No.2, the Common Areas and Amenities for Larger Project and the Internal Apartment Specifications to be provided in respect of the Apartment herein;
- LL.** The Allottee has fully understood the present and proposed constructions that have been carried out and that will be carried out on the Larger Land by the Promoter No.2 from time to time and has given his/her/their express approval for the proposed development and construction work;
- MM.** The Promoter No. 1 has entered into a Standard Agreement with Architects namely Advantage Architecture through Architect Pramod Dube as ‘Design Architect’ and Shree Associates through Architect Pritam Tarode as ‘Liaison Architect’ registered with the Council of Architects and the said Agreement is in the manner prescribed by the Council of Architects;
- NN.** The Promoter No.1 has appointed a Structural Engineer - “J+W Consultants”, for the preparation of the structural design and drawings of the buildings;
- OO.** The Promoter No.1 has granted inspection to the Allottee of all the documents in respect of the Project and the plans, designs and specifications prepared by the Promoter`s Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) and the rules made thereunder (hereinafter referred to as “the said Rules”);
- PP.** The Allottee has satisfied himself/herself/themselves with regards to the title of the Promoter Nos.1 and 2, Larger Land, Project Land and the rights of the Promoter No.1 to develop the Project Land and the rights of the Promoter No. 2 to develop the Larger Land and has clearly understood the scheme of the Larger Project and the buildings to be constructed in the Larger Project as disclosed under this Agreement;
- QQ.** The Allottee has applied to the Promoter No.1 for allotment of an Apartment admeasuring approximately **68.33** sq. mtr. Carpet Area in the Building “**C12**” (project “**Little Earth, Kiwale-Building C12**”), that is being constructed on the Project Land;
- RR.** As per the requirement of the Allottee, the Allottee is offered an Apartment bearing No. **1005** admeasuring **68.33** sq.mtr. Carpet Area on the **Tenth** floor more particularly described in the **Fourth Schedule** hereunder written (hereinafter referred to as the said “**Apartment**”) in the

Building “C12” (project “**Little Earth, Kiwale-Buildings C12**”), that is being constructed on the Project Land;

- SS.** The carpet area of the said Apartment is **68.33** sq. mtr. and “carpet area” shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the apartment (if applicable) for exclusive use of the Allottee, or verandah area (if applicable) and exclusive open terrace area appurtenant to the Apartment (if applicable) for exclusive use of the Allottee (if any), but includes the area covered by the internal partition walls of the Apartment;
- TT.** Being fully satisfied with the representations made by the Promoter No.1 and having clearly understood the same, the Allottee has agreed to purchase the said Apartment and on the basis of the confirmations and undertakings given by the Allottee to observe, perform and comply with all terms, conditions and provisions of this Agreement and the express confirmation by the Allottee that it/he/she/they has/have understood the disclosures made by the Promoter No.1 under the terms of this Agreement, the Promoter has agreed to allot and sell the said Apartment to the Allottee for the consideration set out in the **Fifth Schedule** hereunder written and on the terms and conditions hereinafter appearing;
- UU.** Prior to the execution of these presents the Allottee has paid to the Promoter No.1 the booking amount as mentioned in the Fifth Schedule hereunder written being part payment of the consideration of the Apartment agreed to be sold by the Promoter No. 1 to the Allottee (the payment and receipt whereof the Promoter No.1 doth hereby admits and acknowledges) and the Allottee has agreed to pay the balance consideration in the manner set out in the Fifth Schedule;
- VV.** The Promoter No.1 is required to execute a written Agreement for Sale in respect of the said Apartment in favour of the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908;
- WW.** The Parties have gone through all the terms and conditions set out in this Agreement and have understood their respective rights and obligations detailed herein;
- XX.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- YY.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and in all the Applicable Laws, are now willing to enter into this Agreement on the terms and conditions hereinafter appearing.

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

1. DEFINITIONS

- 1.1 “Act” shall mean The Real Estate (Regulation and Development) Act, 2016 and the rules and regulations framed in respect thereof together with all such amendments, modifications and/or re-enactments related thereto;

- 1.2 **“Agreement”** shall mean this Agreement for Sale, including all recitals and schedules herein and all annexures annexed hereto and shall also include any written modification hereof executed by and between the Promoter and the Allottee;
- 1.3 **“Allottee’s Interest”** shall mean the interest payable by the Allottee to the Promoter at 2 (two) percent above the State Bank of India Marginal Cost of Lending Rate, prevailing on the date on which the amount payable by the Allottee to the Promoter becomes due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then the benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public shall be the rate of interest;
- 1.4 **“Apartment”** shall mean the flat having residential user located in the said **Building ‘C12’** shown with ‘red’ colour boundary line on the typical floor plan thereof annexed hereto and marked as **“Annexure E”** to be allotted in favour of Allottee under the terms of this Agreement;
- 1.5 **“Applicable Law”** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, guidelines, policies, notices, directions, judgements, decrees, conditions of any regulatory approval or license issued by a Government, Government Authorities, Statutory bodies, Competent Authorities and judgments and other requirements of any Statutory and relevant Body/Authority;
- 1.6 **“Approvals”** shall mean and include but shall not be limited to all the present and future sanctions and/or approvals as well as all other sanctions, permissions, licenses, letters, no objection certificates, exemptions, letters of intent, annexures, intimations of disapproval, commencement certificates, occupation certificates, notifications, sanction of layout plans, sanction of building plans and such other documents/writings by whatever name called that envisage the grant of approval for enabling/facilitating construction/development together with renewals, extensions, revisions, amendments and modifications thereof from time to time;
- 1.7 **“Apex Body of the Larger Land”** shall mean an independent Body that may be formed by the Promoter, at its sole discretion, consisting of all the organizations formed of the various buildings developed on the Larger Land (including the Organization of Building ‘C12’);
- 1.8 **“Building”** shall mean Building **‘C12’** comprising of basement plus parking plus 22 (twenty-two) upper floors as shown on the sanctioned layout plan annexed hereto;
- 1.9 **“Business Day”** shall mean a day, except Saturdays, Sundays or any public holiday, on which banks are generally open for business in Pune, Maharashtra, India;
- 1.10 **“Carpet Area”** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to apartment for exclusive use of the allottee or verandah area and exclusive open terrace area appurtenant to the apartment for exclusive use of the allottee, but includes the area covered by the internal partition walls of the apartment (if any);
- 1.11 **“Covered Parking Space”** shall mean an enclosed or covered area as approved by the Competent Authority as per the applicable Development Control Regulations for parking of vehicles of the allottees which may be in the basements and/or stilt and/or podium and/or

space provided by mechanized parking arrangements but shall not include a garage and/or open parking;

- 1.12 **“Common Areas and Amenities for Larger Project”** shall mean the areas, amenities, facilities and infrastructure intended for the common use of the allottees of the apartments in all the residential buildings forming a part of the Larger Project constructed, being constructed and to be constructed on the Larger Land. as listed in **“Part A and B of Annexure F”** annexed hereto. It is clarified that the allottees of the commercial buildings shall be entitled to use only limited common areas as listed out in **Annexure ‘G’** annexed hereto;
- 1.13 **“Force Majeure Event”** shall mean and include the following events / circumstances which jointly and/or severally, directly and/or indirectly, impact / impede the development activities that are intended to be carried out on the said Project Land and/or Larger Land:
- (i) war, civil commotion or Act of God;
 - (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- 1.14 **“FSI”/Paid FSI”/“Premium Paid FSI”** shall mean the Floor Space Index and related building potential, present and future, as defined and enumerated under various **statutes**, schemes, circulars, notifications etc. provided under the laws applicable in the State of Maharashtra, that can be consumed on the Larger Land till the date of completion of the Larger Project on the Larger Land;
- 1.15 **“Internal Apartment Specifications”** shall mean the amenities, fixtures and fittings listed in the **“Annexure H”** annexed hereto proposed to be provided by the Promoter No.1 in the said Apartment;
- 1.16 **“Intimation to take Possession”** shall mean the written intimation that shall be given by the Promoter No.1 to the Allottee to take possession of the Apartment within a period of 30 (thirty) days from the date of the intimation;
- 1.17 **“Larger Project”** shall mean the construction and development of multiple residential buildings and commercial buildings as per the sanctioned plan/s and revisions thereto from time to time;
- 1.18 **“Larger Land”** shall mean the land admeasuring 10 Hectares 10 Ares or thereabouts situate, lying and being at Village- Kiwale, Tal.- Haveli, Dist.- Pune, more particularly described in the **First Schedule** hereunder written together with such future land additions that may be made to the Larger Land from time to time;
- 1.19 **“Organization of Building C12”** shall mean Society proposed to be formed under the provisions of the Maharashtra Co-operative Societies Act, 1960 constituted of the Allottees of the apartments in Building ‘C12’;
- 1.20 **“Party”** shall mean the Promoter and/or the Allottee/s individually;
- 1.21 **“Parties”** shall mean the Promoter and the Allottee/s collectively;
- 1.22 **“Possession Date”** shall mean the date on which the notice period under the Intimation to take Possession expires and/or the Allottee takes possession of the Apartment, whichever is earlier;

- 1.23 **“Project Completion”** shall mean the completion of Project Little Earth, Kiwale-Building C12”, subject to Force Majeure, by **31st December 2027**;
- 1.24 **“Promoter’s Interest”** shall mean the interest payable by the Promoter No.1 to the Allottee at 2 (two) percent above the State Bank of India Marginal Cost of Lending Rate, prevailing on the date on which the amount payable by the Promoter No.1 to the Allottee becomes due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then the benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public shall be the rate of interest;
- 1.25 **“Project Little Earth, Kiwale-Building C12”/ “Project”** shall mean 1(one) residential building identified as building ‘C12 on present sanctioned layout plan undertaken by Promoter No.1 on a portion of the Project Land which portion admeasures **1097.75 sq. mtrs.** and more particularly described in the **“Third Schedule”** and delineated with pink colour boundary line on the plan annexed hereto and marked as **“Annexure A”**;
- 1.26 **“Project Land”** shall mean 3(three) residential buildings identified as buildings ‘C10’, ‘C11’ and ‘C12’ on present sanctioned layout plan to be undertaken by Promoter No.1 by utilizing agreed FSI of 6,08,457 sq.fts. on a portion of the Larger Land (hereinafter referred to as the **“Project Land”**) and more particularly described in the **Second Schedule** and delineated with blue colour boundary line on the plan annexed hereto and marked as **“Annexure A”**;
- 1.27 **“PCMC”** means Pimpri Chinchwad Municipal Corporation;
- 1.28 **“Subsequent Multiple Phases of Larger Project”** shall mean the proposed future constructions / developments by Promoter No.2 as set out in Recital M(c), O, P above;
- 1.29 **“Utilities and Services”** shall mean the utilities and services to be used, shared and maintained in common by all the allottees in the Completed Buildings, Ongoing Buildings, Buildings in project Little Earth Masulkar City-Phase 3, Project “Little Earth, Kiwale-Building C12 and buildings C10 and C11, and Subsequent Multiple Phases of Larger Project in the manner set out in **Annexure G** annexed hereto;

2. INTERPRETATION

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

- 2.1 The recitals recited hereinabove, annexures and schedules hereto shall form an integral part of this Agreement as if the same are set out and incorporated herein in verbatim;
- 2.2 Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
- 2.3 Words importing the singular shall include plural and vice versa;
- 2.4 Reference to recitals, clauses, schedules and annexures are to recitals, clauses, schedules and annexure of this Agreement;
- 2.5 All words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neutral gender;
- 2.6 The expressions "hereof", "herein" and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular clause or provision in which the relevant expression appears;

- 2.7 References to "Rupees" and "Rs." are references to the lawful currency of India;
- 2.8 Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;
- 2.9 A day, month or year means a day, month or year, as the case may be, reckoned according to the Gregorian Calendar; and
- 2.10 Where the day on or by which anything is to be performed falls on a day, which is not a Business Day, then that thing shall be done on the next Business Day.

3. ALLOTMENT AND CONSIDERATION

- 3.1 The Promoter No.1 shall construct Project on the portion of Project Land in accordance with the Approvals and plans procured by Promoter No.2 from PCMC. The Promoter No.1 shall obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee and not otherwise. If any alteration or addition is required by any Government Authorities or due to change in the Applicable Law then no consent of the Allottee shall be sought.
- 3.2 Subject to the terms and conditions of this Agreement, the Promoter No.1 hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase from the Promoter No.1 the Apartment at or for the consideration mentioned in Fifth Schedule hereunder written ("**Consideration**").
- 3.3 The Allottee has paid on or before execution of this Agreement the booking amount as set out in the Fifth Schedule hereunder written.
- 3.4 The Consideration in respect of the said Apartment shall be paid by the Allottee to the Promoter No.1 in the manner provided in the **Fifth Schedule** hereunder written.
- 3.5 The payment of the Consideration and the installments related thereto shall be subject to the deduction of tax ("**TDS**"), as provided under the provisions of the Income Tax Act, 1961, if applicable. The Allottee hereby agrees and undertakes to make timely payment of the TDS in the manner provided under the Income Tax Act, 1961 and shall within 3 (three) days from the date of the payment being made provide the original TDS Certificates to the Promoter No.1. The Allottee hereby agrees and undertakes that the Allottee shall solely be responsible for all consequences related to the non-payment of TDS to the Income Tax Authorities and non-delivery of the TDS Certificate to the Promoter No.1 on time and any consequences related to non-payment including levy of penalties, interest, etc. shall be solely to the account of the Allottee and the Allottee shall indemnify and keep indemnified the Promoter No.1 in respect thereof. It shall be the sole responsibility of the Allottee to bear and pay the GST amount on or about execution of these presents or as and when the same becomes applicable from time to time for this transaction.
- 3.6 The Consideration payable above excludes taxes (consisting of tax paid by the Promoter No.1 or payable by way of, GST and cess or any other similar taxes) and the same, as and when it is levied and/or arises shall be borne and paid by the Allottee alone and the Promoter No.1 shall at no point in time be liable, responsible and/or required to bear and/or pay the

same or any part thereof. The Allottee shall also fully reimburse the costs and expenses that may be incurred by the Promoter No.1 by reason of any legal proceedings that may be instituted by any Government and/or Statutory and/or Revenue Body/Authorities against the Promoter or vice versa on account of such liability that may arise and/or be levied upon the Promoter No.1. Further, in an event additional taxes are levied in any manner or form by any Government Authority by virtue of change in law or otherwise then the Allottee shall solely be liable to make payment of such additional taxes.

- 3.7 The Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/local bodies/Government from time to time. The Promoter No.1 undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter No.1 shall enclose the said notification/order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 3.8 The Promoter No.1 shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Building 'C12' is completed and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The total price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter No.1. If there is any reduction in the Carpet Area beyond 3%, with annual interest at the rate specified in the Rules, from the date of such excess amount being paid, within a period of 45 (forty-five) days from the date when the carpet area is finally ascertained.. Likewise, if there is any increase in the Carpet Area beyond 3%, the Promoter No.1 shall demand and the Allottee hereby agrees to pay additional amount to the Promoter No.1 which shall be payable from the next milestone of the payment plan provided in the Fifth Schedule.
- 3.9 If the Allottee requests (in writing) to the Promoter No.1, the Promoter No.1 may, at the Promoter's discretion, permit the Allottee to make payment of any, or all, installment/s of the purchase price, prior to the same becoming payable, and at any interval/s or time/s. If the Allottee makes such a request to the Promoter, and the same is accepted by the Promoter No.1, then the Allottee shall have no right or option to reverse, or withdraw his/her/their/its request and he/she/they/it shall be bound and liable to make the preponed payment/s of the installment/s of the purchase price, as permitted by the Promoter No.1.
- 3.10 The Allottee hereby authorizes the Promoter No.1 to adjust/appropriate all payments made by him/her/them under any head/s of dues against lawful outstanding, if any, in his/her/their name as the Promoter No.1 may, in its sole discretion, deem fit and the Allottee hereby agrees and undertakes not to object to the same or demand from or direct the Promoter in any manner contrary thereto.
- 3.11 The Allottee/s agree/s and undertake/s to make timely payments of the instalments and other dues payable by him/her/them and meet with the other obligations under this Agreement.

4. PARKING SPACES-

- 4.1 The Promoter No.1 represents that the existing parking plan procured from PCMC under revised Commencement Certificate bearing Reference No. B.P./Kiwale/47/2024 dated 30/03/2024 is undergoing revision. However, the parking space identified and being allotted under this Agreement is as per the revised parking plan, which the Promoter No.2 intends to submit to PCMC for revision. In light thereof, the Allottee is hereby providing his/her/their consent/no objection for carrying out revision in parking plan. The Allottee/s hereby confirms that the Allottee has understood the aforesaid disclosure made and information given by the Promoter No. 1 and shall raise no objection in respect thereof and/or claim any damages or compensation whatsoever.
- 4.2 The Allottee shall have the exclusive right to use **One** covered parking space bearing no. C12-151 located at Podium -02 as allotted by the Promoter No.1;
- 4.3 The Allottee shall use the aforesaid parking space for the limited and restricted purpose of parking his/her/their light motor vehicles and for no other purpose whatsoever.
- 4.4 The Allottee hereby accepts and confirms the aforesaid parking space and agrees and undertakes that he/she/they/it shall not demand for any other parking space and shall not have a choice to choose from and out of the other parking spaces in the Project.
- 4.5 The Promoter No.1 has in accordance with the Applicable Law provided for necessary covered and open parking spaces. Whilst at the option of the Allottee the Promoter No.1 may have been granted exclusive rights to use a covered parking space in favour of the Allottee, the Allottees who have not opted for such covered parking spaces shall be at liberty to approach the Organization of Building C12 for being allotted the open parking space/s, provision whereof has being made by the Promoter No.1 on the sanctioned plans.
- 4.6 The Allottee hereby unconditionally agrees not to raise any claim or dispute with respect to the covered parking space / open parking space (as the case may be) with the Promoter No.1 any time hereafter. The Allottee further agrees to indemnify and keep indemnified the Promoter No.1 forever with respect to any loss, harm, prejudice caused to the Promoter No.1 in the event action/claim/dispute is sought by the Allottee or his/her/their heirs, executors, administrators or assigns against the Promoter No.1 with regards thereto.
- 4.7 There are two-wheeler parkings as shown on sanctioned building plan relating to Building C12. The allottees of apartments in Buildings C12 shall be entitled to use the said two-wheeler parkings in common with each other.

5. DEFAULT IN PAYMENT OF CONSIDERATION

- 5.1 The Allottee agrees to pay to the Promoter Allottee's Interest, defined above, on all the outstanding amounts alongwith principal amount/ instalment/s which become due but remain unpaid by the Allottee to the Promoter No.1 under the terms of this Agreement. The Allottee's Interest shall be payable from the date the concerned payment becomes due and payable by the Allottee as per the Fourth Schedule till the date of actual payment.
- 5.2 In addition to the liability of the Allottee to pay the Allottee's Interest, the Allottee shall also be liable to pay and reimburse to the Promoter No.1, all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by the Promoter No.1 for the purpose of

enforcing payment of and recovery from the Allottee any amount or dues whatsoever payable by the Allottee under this Agreement.

6. INTERNAL APARTMENT SPECIFICATIONS

- 6.1 The Internal Apartment Specifications to be provided in the said Apartment are set out in “**Annexure H**” annexed hereto.
- 6.2 The Allottee confirms that the Promoter No.1 shall not be liable to provide any other fixtures and fittings in the Apartment save and except those mentioned in “**Annexure H**”. However, in the event of an unreasonable rise in the prices of the fixtures and fittings assured under “**Annexure H**” and/or shortage in the availability of such fixtures and/or fittings, the Promoter No.1 shall endeavour to obtain similar quality internal apartment specifications to ensure that the Promoter No.1 meets with the assurance given to the Allottee. The Allottee hereby agrees and undertakes that the Allottee shall not raise any objection or dispute in the event of there being any marginal difference in the quality/standard of the Internal Apartment Specifications.
- 6.3 The Allottee hereby confirms that the Promoter No.1 has full right to change the fixtures and fittings to be provided, in the circumstances wherein there is an uncertainty about the availability of fixtures and fittings required to be provided, either in terms of quantity and quality and/or delivery and/or for any other reason beyond the control of the Promoter No.1. The Allottee agrees not to claim any reduction or concession in the Consideration on account of any change or substitution in the Internal Apartment Specifications.
- 6.4 Prior to taking possession of the Apartment, the Allottee shall satisfy himself/herself/ themselves in respect of the Internal Apartment Specification. Once possession is taken, the Allottee shall not be entitled to raise any demands or make any claims thereafter.

7. LAYOUT OF THE LARGER LAND

- 7.1 The Promoter No.1 has prior to the execution of this Agreement as well as at the time of execution of these presents clearly informed, represented and disclosed to the Allottee as under:
- i) The Promoter No.2 has represented that presently the Promoter No. 2 has procured a sanctioned plan in respect of the Larger Land envisaging the construction of multiple residential and commercial buildings, various areas and amenities, etc. (“**Larger Project**”). Since this is a larger layout development, the various future buildings depicted on the present sanctioned plan are subject to changes from time to time;
 - ii) The Promoter No.2 alone has got absolute right and full power to develop the Larger Land described in the First Schedule hereunder written and construct the Larger Project and Common Areas and Amenities for the Larger Project;
 - iii) From and out of the Larger Project, the Promoter No.2 has undertaken and completed construction of 9(nine) residential buildings namely buildings A, B1, B2, B3, B4, B12, C19, C20 and C21 (“**Completed Buildings**”). The Promoter has obtained occupancy certificates in respect of the aforesaid 9(nine) buildings and handed over the possession of respective apartments to the apartment holders of the said buildings.

iv) The Promoter No.2 intends to construct the balance buildings out of the aforementioned Larger Project in multiple phases in the manner mentioned below:

a) Buildings forming part of project Little Earth Masulkar City-Phase 3:

- i. 4(four) buildings identified on sanctioned plan as ‘A Commercial’, residential buildings –‘C15’, ‘C17’ and ‘C18’ are registered as a Project under the name “**Little Earth Masulkar City-Phase 3**” under the provisions of the said Act with the Real Estate Regulatory Authority on 09/01/2018 under No. **P52100014875**. After the merger of Sampada Realities Private Limited with the Promoter No.2, the Promoter No.2 applied for change of the name of the Promoter No.2 on the RERA Certificate in respect of the aforesaid Project from “Sampada Realities Private Limited” to “Kolte-Patil Developers Limited” “. Accordingly the Real Estate Authority approved the said change and issued a fresh Certificate on 19/01/2024, however there is no change in the date of project registration and the RERA registration number;
- ii. The Promoter No. 2 has completed construction of project **Little Earth Masulkar City-Phase 3** and has obtained two separate occupancy certificates from PCMC- for residential buildings –‘C15’, ‘C17’ and ‘C18’ on 29/12/2023 bearing Reference No. 927/2023 and on 06/05/2024 bearing Reference No. 307/2024 and for Commercial Building ‘A’ on 01/06/2023 bearing Ref. No. 372/2023;

b) Ongoing Buildings

- i. 1(one) residential building identified on sanctioned plan as ‘C16’ comprising of parking plus 16 (sixteen) upper floors, registered as a Project under the name “**Little Earth, Kiwale Building C16**” under the provisions of the said Act with the Real Estate Regulatory Authority on 21/11/2022 under No. **P52100047721**. After the merger of Sampada Realities Private Limited with the Promoter No.2, the Promoter No.2 applied for change of the name of the Promoter No.2 on the RERA Certificate in respect of the aforesaid Project from “Sampada Realities Private Limited” to “Kolte-Patil Developers Limited”. Accordingly the Real Estate Authority approved the said change and issued a fresh Certificate on 06/10/2023, however there is no change in the date of project registration and the RERA registration number;
- ii. 1(one) residential building identified on sanctioned plan as ‘B11’ initially comprised of 1(one) level basement parking plus 1(one) level stilt parking plus 16 (sixteen) upper floors, registered as a Project under the name “**Little Earth, Kiwale Building B11**” under the provisions of the said Act with the Real Estate Regulatory Authority on 21/11/2022 under No. **P52100047722**. After the merger of Sampada Realities Private Limited with the Promoter No.2, the Promoter No.2 applied for change of the name of the Promoter No.2 on the RERA Certificate in respect of the aforesaid Project from “Sampada Realities Private Limited” to “Kolte-Patil Developers Limited”. Accordingly the Real Estate Authority approved the said change and issued a fresh Certificate on 06/10/2023, however there is no change in the date of project registration and the RERA registration number. The Promoter applied for revisions in the Environmental Clearance and obtained revised Environmental Clearance on

- 07/02/2024. Thereafter the Promoter obtained revised sanctions/approvals from PCMC to construct 6(six) additional floors on Building B11 vide revised Commencement Certificate dated 30/03/2024 bearing Reference No. B.P./Kiwale/47/2024, by virtue whereof, Building B11 now has 22 (twenty-two) upper floors;
- iii. The development 1(one) residential building identified on sanctioned plan as ‘C13’ being developed by the Promoter, is registered as a project under the name **“Little Earth, Kiwale Building C13”** under the provisions of the said Act with the Real Estate Regulatory Authority on 31/01/2024 under No. **P52100054592**;
- iv. The development of 1(one) residential building identified on sanctioned plan as ‘C14’ being carried out by the Promoter, is registered as a project under the name **“Little Earth, Kiwale Building C14”** under the provisions of the said Act with the Real Estate Regulatory Authority on 18/01/2024 under No. **P52100054389**;
- c) **Subsequent Multiple Phases of the Larger Project:**
Multiple proposed residential and commercial buildings. The buildings forming part of the Subsequent Multiple Phases of the Larger Project will be constructed in future, in phases, from time to time, and will be registered with RERA as separate project/s at the discretion of the Promoter.
- v) The Promoter No.2 will be at liberty and entitled to revise the plans relating to the buildings forming part of Subsequent Multiple Phases of the Larger Project from time to time in such manner as the Promoter No.2 may deem fit and proper.
- vi) Further the Promoter No.2 shall be entitled to develop the Subsequent Multiple Phases of the Larger Project either by itself or through any other person or party. Further, with regards to the development of the Subsequent Multiple Phases of the Larger Project, the Promoter No.2 shall be at liberty to decide, at its sole discretion, the timelines related to commencement, construction and completion of such projects / buildings, the layout of the buildings, the height of buildings (whether to proceed with the present height or increase or decrease the same), size, dimensions and orientations of the apartments, FSI utilization relating to the Larger Land, in part or full. The Allottees of the Project including the Allottee herein have, through this Agreement, been explained and put to notice of the aforesaid rights of the Promoter No.1 and 2.
- vii) The Promoter No.1 hereby expressly represents and informs the Allottee that the Promoter No.2 intends to revise the sanctioned layout plan in respect of the Larger Project and sanctioned building plans pertaining to proposed buildings in Subsequent Multiple Phases of Larger Project. By virtue thereof, the orientation, location, dimension, height, product mix in respect of the aforesaid proposed multiple residential buildings and commercial buildings shall be revised/changed. The Allottee herein is / are thus fully aware of the representations and disclosures made by the Promoter No.1 and has / have agreed to purchase the Apartment only after fully understanding the representations and disclosures made by the Promoter No.2 in respect of the Larger Project and larger layout. The Allottee shall thus not create any hurdle, obstruction and/or dispute the revision of the plans relating to the larger layout

/Larger Project from time to time and/or the future construction to be carried out by the Promoter No.2, by itself and/or through any other person or party;

- 7.2 From and out of the Larger Project, the Promoter No.2 has entrusted development and construction of 3(three) residential buildings identified on the plan as 'C10', 'C11' and 'C12' by utilizing agreed FSI of 6,08,457 sq.fts. to and in favour of Promoter No.1 vide FSI Development Agreement dated 10/11/2022, registered at the Office of Sub-Registrar, Haveli No. 15 under Sr. No. 19710/2022 and Irrevocable Power of Attorney dated 10/11/2022 registered at the Office of Sub-Registrar Haveli No. 15 under Sr. No. 19711/2022.
- 7.3 In accordance with the terms of the FSI Development Agreement dated 10/11/2022, the Promoter No. 2 shall be procuring all the sanctions/approval of the building plans pertaining to the buildings 'C10', 'C11' and 'C12' to be constructed by the Promoter No.1 from the Pimpri Chinchwad Municipal Corporation ("PCMC") and Promoter No.1 carry out the work of construction of the aforesaid buildings in accordance with the sanctioned building plans and ensure that there is no deviation therefrom and/or violation thereof.
- 7.4 The 3(three) residential buildings identified as buildings 'C10', 'C11' and 'C12' on present sanctioned layout plan are to be constructed by Promoter No.1 by utilizing agreed FSI of 6,08,457 sq.fts. on a portion of the Larger Land (hereinafter referred to as the "Project Land") and more particularly described in the Second Schedule written hereunder;
- 7.5 Out of the 3(three) Buildings 'C10', 'C11', 'C12' to be constructed by Promoter No.1, the Promoter No.1 has already registered the 2(two) buildings identified as building 'C10 and C11' as a project under the name of "Little Earth, Kiwale-Buildings C10 and C11", under the provisions of the said Act with the Real Estate Regulatory Authority (RERA) on 12/12/2022 under No. P52100048103. The construction and development of the 2(two) buildings 'C10 and C11' has been undertaken on a portion of the Project Land which portion admeasures 2223.10 sq.mtr.;
- 7.6 The Promoter No.1 now intends to undertake construction of balance 1(one) Building i.e. Building 'C12';
- 7.7 For the purpose of this Agreement, Project shall mean 1(one) residential building identified as building 'C12' on present sanctioned layout plan undertaken by Promoter No.1 on a portion of the Project Land which portion admeasures 1097.75 sq. mtrs.sq. mtrs. and more particularly described in the "Third Schedule" written hereunder;
- 7.8 The Promoter No. 1 has registered the 1(one) building identified as building 'C12' as a project under the name of "Little Earth, Kiwale-Building C12", under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority (RERA) on 27/12/2023 under No. **P52100054068**;
- 7.9 The estimated date of completion of Project "Little Earth, Kiwale-Building C12" is 31st December 2027, subject to Force Majeure Event as defined herein;
- 7.10 The Promoter No.1 represents that Building 'C12' shall have total 22(twenty-two) upper floors. Initially, Building 'C12' comprised of basement plus parking plus 16 (sixteen) upper floors. The Promoter applied for revisions in the Environmental Clearance and obtained revised Environmental Clearance on 07/02/2024. Thereafter the Promoter obtained revised

sanctions/approvals from PCMC to construct 6(six) additional floors on Building 'C12' vide revised Commencement Certificate dated 30/03/2024 bearing Reference No. B.P./Kiwale/47/2024, by virtue whereof, Building 'C12' now has total 22 (twenty-two) upper floors;

7.11 The Common Areas and Amenities for the Larger Project are enumerated in **Annexure 'F'**. The Promoter No.2 hereby represents and informs that:

- (i) The construction of certain common areas and amenities listed out in **Part A of Annexure 'F'** which are forming part of the Common Areas and Amenities for the Larger Project have been completed and the same are already being used and enjoyed by the allottees of the Completed Buildings. The said completed common areas and amenities shall also be available to the use and enjoyment of the Allottees of the Project "Little Earth, Kiwale-Building C12", allottees of buildings 'C10 and C12', the allottees of the Ongoing Buildings, Buildings in project Little Earth Masulkar City-Phase 3 (except building 'A Commercial'), and the allottees of the residential buildings in the Subsequent Multiple Phases of the Larger Project to be constructed on the Larger Land;
- (ii) The construction of the balance proposed common areas and amenities listed out in **Part B of Annexure 'F'** which are forming part of the Common Areas and Amenities for the Larger Project shall be undertaken and completed in phases within the estimated timelines specified in the **Annexure F**. The said balance proposed common areas and amenities shall be available for the use and enjoyment of of all the Allottees of the residential buildings forming part of Larger Project viz Completed Buildings, Project "Little Earth, Kiwale-Building C12", buildings 'C10' and 'C11', Ongoing Buildings, Buildings in project Little Earth Masulkar City-Phase 3 and Subsequent Multiple Phases of the Larger Project to be constructed on the Larger Land.
- (iii)The Allottees of the commercial buildings forming part of Larger Project shall not be entitled to use and enjoy the Common Areas and Amenities for Larger Project save and except the limited common areas as listed out in "**Annexure G**" annexed hereto.

7.12 The Promoter No. 2 has provided and shall be providing various utilities and services to the various buildings constructed/to be constructed on the Larger Land which utilities and services shall be used, shared and maintained by the allottees/societies of the various buildings constructed/to be constructed on the Larger Land in the manner set out in **Annexure 'G'** annexed hereto;

7.13 There is one 'Amenity Space' as shown on the sanctioned plan which admeasures 5068.97 sq. mtr. or thereabouts. The said Amenity Space is outside the purview and does not form a part of the Project and the same shall belong to the Promoter No. 2 absolutely. The Promoter No.2 shall be at liberty to decide the user of the said Amenity Space. Further the Promoter is at the liberty to handover the said Amenity Space to PCMC and shall be entitled to deal with the FSI/TDR that may be generated by virtue thereof in any manner as the Promoter No.2

may deem fit and proper including but not limited to constructing additional buildings in the larger layout and/or adding to the floors of the buildings forming part of the Subsequent Multiple Phases of Larger Project. The Allottees of the Project shall not claim any right, title and/or interest in the said Amenity Space and/or shall not obstruct or object to the Promoter No.2 dealing with the same;

7.14 Further disclosures with regards to the revisions in the sanctioned layout plan and sanctioned building plan have been provided in clause No. 8.3 written hereinbelow;

7.15 The Promoter No. 2 may acquire further tracts of land parcels that are adjoining to the Larger Land (“Additional Lands”) with the intent of ultimately including such new lands to the layout of the Larger Land, subject to the necessary approvals being granted by the sanctioning authorities. As and when further lands are acquired by the Promoter No.2 and development rights in respect thereof are also granted in favour of the Promoter No.2, such new lands shall, at the sole discretion of the Promoter No.2, be made a part of the Larger Land and by result thereof the area of the Larger Land as described in the First Schedule hereunder written shall increase. It is clarified that the entire development potential and any future increases or increments thereto relating to the Larger Land and the acquisition and additions of the Additional Lands to the Larger Land, shall vest in the Promoter No.2 alone and the Promoter No.2 shall be entitled to use, utilize, consume and exploit such FSI on the said Larger Land. It is further clarified that the Promoter No.2 shall be at liberty and at its sole discretion to either acquire all of the Additional Lands and/or any part or portion thereof subject to its negotiations with the landowners of such lands fructifying. It is further clarified that the Promoter No.2 shall be under no obligation to the Allottee to acquire such Additional Lands and add them to the area of the Larger Land. It is clarified that in the event of the acquisition of the Additional Lands and the plans being revised, there shall be no change in the plans with respect to the Project i.e. Little Earth, Kiwale-Building C12, buildings C10 and C11, Completed Buildings, Buildings in project Little Earth Masulkar City-Phase 3, Ongoing Buildings and buildings in the Subsequent Multiple Phases of the Larger Project to be constructed on the Larger Land.

7.16 The Promoter No.1 has hereby informed and disclosed to the Allottee of the aforesaid revisions to the existing sanctioned layout plan and the consequential effect thereof on the layout. The Promoter No. 1 shall obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee only and not if any alteration or addition is required by any Government Authorities or due to change in the Applicable Law.

7.17 The Promoter No.1 represents and informs that PCMC may propose widening of the existing D.P. roads shown on the sanctioned plan. In case of widening of the existing D.P roads, the Promoter No.2 shall till completion of buildings of the Larger Project, be at liberty to handover the area under the proposed widening of the existing D.P. roads and shall be entitled to deal with the FSI/TDR that may be generated by virtue thereof in any manner as the Promoter No.2 may deem fit and proper including but not limited to constructing additional buildings in the larger layout and/or adding to the floors of the buildings forming part of the

Subsequent Multiple Phases of Larger Project. The Allottees of the Project shall not claim any right, title and/or interest in the said area under the proposed widening of the existing D.P. roads and/or shall not obstruct or object to the Promoter No.2 dealing with the same.

- 7.18 The Search and Title Report dated 30/10/2023 issued by Advocates of the Promoter No.1 DSK Legal, is annexed hereto and marked as “**Annexure C**”;
- 7.19 The Promoter No.2 shall have access to the Larger Land together with all the internal roads and public access roads till such time the entire Larger Project (Project “Little Earth, Kiwale-Building C12”, buildings C10 and C12, Ongoing Buildings, Buildings in project Little Earth Masulkar City-Phase 3 and Subsequent Multiple Phases) are constructed completely in all aspects as envisaged under this Agreement (including any amendments thereto from time to time).
- 7.20 It is further disclosed to the Allottee that the Promoter No.2 shall be entitled to exploit the entire development potential of the Larger Land while carrying out the present and proposed construction/development of the Larger Land. The Allottee shall not cause any restraint or objection or claim any rights in the development potential relating to the Larger Land till such time the development of the entire Larger Land is completed by the Promoter No.2 in all respects.
- 7.21 Upon the development of the entire Larger Land being completed, the Promoter No.2 shall form an Apex Body of the Larger Land. The organization/s of the respective buildings forming part of the Larger Project constructed on the Larger Land including the Organization of the Building C12 shall admit themselves as members of such Apex Body of the Larger Land. Upon the Apex Body of the Larger Land being formed, the Promoter No. 2, execute in favour of the Apex Body a Deed of Conveyance in respect of the rights relating to the Common Areas and Amenities for Larger Project alongwith the Larger Land within 3 months from the date of all of the following conditions being complied with:
1. receipt of the occupancy certificate of the last building constructed and completed on the Larger Land,
 2. the Promoter No. 1 having received the entire consideration, maintenance and other amounts payable by the allottee/s of all the apartments in the buildings C10, C11, C12 forming part of Larger project on the Larger Land,
 3. the Promoter No. 2 having received the entire consideration, maintenance and other amounts payable by the allottee/s of all the apartments in all the buildings forming part of Larger project on the Larger Land other than buildings C10, C11, C12.
 4. the Apex Body being formed of the organizations of the respective buildings forming part of the Larger Project. All costs, charges and expenses including stamp duty and registration charges payable on such deed/s shall be borne and paid by the Apex Body.
- 7.22 The allottees of respective buildings and/or organizations of the respective buildings forming part of the Larger Project shall not demand separation, partition or sub-division of the portions of the Larger Land on which their respective buildings has/shall be constructed from the Larger Land.

- 7.23 The Promoter No.1 has informed the Allottee that the Allottee in Project “**Little Earth, Kiwale-Building C12**”, buildings C10, C11, Completed Buildings, Ongoing Buildings, Buildings in project Little Earth Masulkar City-Phase 3 and Subsequent Multiple Phases of Larger Project shall be liable to contribute the maintenance charges in respect of the Common Areas and Amenities for Larger Project to the Maintenance Agency (as defined in clause No. 15 written hereinbelow) and specified in “**Annexure I**” amongst other charges.
- 7.24 The Allottee shall be liable to bear and pay all taxes and outgoings as mentioned in “**Annexure I**” annexed hereto. The Allottee shall be liable to pay maintenance charges towards the Building C12 to the Promoter No.1 for initial period of 24 (twenty four) months in advance on/before the Possession. Till such time Building C12 is handed over in favour of the Organisation of Building C12 and/or pursuant to the expiry of the initial period of 24 months from the Possession Date, the Allottee shall continue to pay maintenance charges in respect of Building C12 to the Promoter No.1, as determined by the Promoter No.1 from time to time.
- 7.25 In addition to the aforesaid maintenance charges, the Allottee shall, on/before the Possession, also pay a lumpsum amount towards maintenance charges to the Promoter No.1 for the use of the Common Areas and Amenities for the Larger Project as mentioned in “**Annexure I**” annexed hereto. Till such time the Common Areas and Amenities for Larger Project are conveyed in favour of the Apex Body, the Allottee shall be liable to contribute the maintenance charges towards the use of the Common Areas and Amenities for the Larger Project to the Promoter No.1 or at the instructions of the Promoter to the Maintenance Agency (as defined in Clause 15 hereinabove) who shall be in charge of the maintenance of the Common Areas and Amenities for Larger Project.
- 7.26 The Allottee hereby declares that the Allottee is aware of the aforesaid details and is thus expressly undertaking to pay required maintenance charges.

8. ALTERATION IN THE LAYOUT, PLANS AND DESIGN

- 8.1 The Promoter No.1 has prior to the execution of this Agreement as well as at the time of execution of these presents disclosed to the Allottee the present sanctioned layout plan relating to the Larger Land. The Promoter No.2 hereby declares that the Floor Space Index available as on date in respect of the Larger Land is 1,47,647.12 square meters and the Promoter No. 2 has planned and intends to utilize total Floor Space Index of 3,68,377.73 square meters by availing of in-situ FSI of roads/ amenity space, TDR or FSI available on payment of premiums or FSI available as ancillary FSI and incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter No.1 by utilizing the proposed FSI and on the understanding that the proposed FSI shall belong to Promoter No. 2 only till the proposed construction on the Larger Land is completed in all respects.

8.2 The Promoter No.1 has prior to the execution of this Agreement as well as at the time of execution of these presents disclosed to the Allottee the sanctioned layout plan relating to the Project and Subsequent Multiple Phases of Larger Project and the various modifications and amendments thereto intended to be carried out by the Promoter No.2.

8.3 The Promoter No.1 represents, informs and discloses to the Allottee/s that the following changes are being carried out by the Promoter No. 2 to the present sanctioned layout plan relating to the Larger Project and/or building plans relating to the Subsequent Multiple Phases of the Larger Project:

- (i) There are total of 6 (six) Open Spaces on the Larger Land as shown on the present sanctioned layout plan. Open Space No.1 admeasures 5078.22 sq.mtrs., Open Space No. 2 admeasures 1532.49 sq.mtrs., Open Space No.3 admeasures 1467.69 sq.mtrs. , Open Space No. 4 admeasures 1190.74 sq.mtrs., Open Space No. 5 admeasures 1397.00 sq.mtrs. and Open Space No. 6 admeasures 321.82sq.mtrs.. The Open spaces bearing Nos. 1 and 4 are fully developed and the certain Common Areas and Amenities for Larger Project provided thereon, listed out in **Annexure F** annexed hereto, are being used by the allottees of the Completed Buildings. The aforesaid Common Areas and Amenities for Larger Project shall also be available to the use and enjoyment of all the allottees of the residential buildings forming part of Larger Project viz Completed Buildings, Project –Little Earth, Kiwale-Building C12, buildings C10 and C11, building C12, Ongoing Buildings, Buildings in project Little Earth Masulkar City-Phase 3 and Subsequent Multiple Phases of the Larger Project to be constructed on the Larger Land.
- (ii) The Promoter No. 2 reserves the right to change/modify the layout of Open Spaces which are presently located on mother earth i.e., Open Space Nos. 2, 3, 5 and 6 except for Open Space Nos. 1 and 4 which have already been developed and completed. By virtue of such change/modification, the Open Spaces Nos. 2, 3, 5 and 6 shall be relocated/shifted to a new location and proposed Common Areas and Amenities for Larger Project thereon, as listed out in **Annexure F** annexed hereto, shall be developed in phases. The allottees of the Project including the Allottee herein have been informed about the said change/modification. The said proposed Common Areas and Amenities for Larger Project shall also be available to the use and enjoyment of all the allottees of the residential buildings forming part of Larger Project viz Completed Buildings, Project –Little Earth, Kiwale-Building C12, buildings C10 and C11, Ongoing Buildings, Buildings in project Little Earth Masulkar City-Phase 3 and Subsequent Multiple Phases of the Larger Project to be constructed on the Larger Land.
- (iii) There are total of 5(five) club houses on the Larger Land as shown on the present sanctioned layout plan, presently located on open spaces bearing nos. 1 to 5.The Promoter No. 2 reserves the right to change/modify the layout whereby the club

houses except those already developed on Open Space Nos. 1 and 4 shall be relocated/shifted to a new location and the allottees of the Project including the Allottee herein have been informed about the said change/modification

- (iv) The height of the proposed residential and commercial buildings shall be revised from their existing height to either 70 mtrs. and/or 100 mtrs. and the allottees of the Project including the Allottee herein have been informed about the said change/modification

8.4 The Promoter No. 1 has prior to execution of these presents explained to the Allottee, buildings constructed/being constructed and the Subsequent Multiple Phases of the Larger Project to be constructed on the Larger Land and the Allottee hereby confirms having fully understood and accepted the same.

8.5 The Promoter No. 2 shall make all efforts that the plan to the extent of the Project contemplated under this Agreement is not altered unless absolutely required in the interest of the Project. However, with regards to the development of the Subsequent Multiple Phases of the Larger Project, the Promoter No. 2 shall be at liberty to decide timelines as well as layout of the buildings, height of buildings, size of apartments, FSI utilization in part or full at its sole discretion and the Allottees of the Project "Little Earth, Kiwale-Building C12, buildings C10 and C11, Completed Buildings, Ongoing Buildings, Buildings in project Little Earth Masulkar City-Phase 3 shall not object to such change and modifications

8.6 In case if any alteration, amendment, revision, additions, etc. sought by the Promoter No. 2 relates to the said Building 'C12' and such alteration affects the area of the Apartment in such manner that there is a variation whereby the Carpet Area of the Apartment increase/decreases beyond 3% and/or such alteration affects the plan of the Apartment or the floor on which it is located, then the consequences as stated in Clause 3.8 above shall apply.

9. COMPLETION

9.1 Subject to Force Majeure, the Promoter No. 1 shall complete Project "**Little Earth, Kiwale-Building C12**" and give the Intimation to take Possession to the Allottee on or before **31st December, 2027**.

9.2 The Intimation to take Possession shall be given by the Promoter No.1 only upon the Promoter No. 2 obtaining occupation certificate relating to the said Apartment from the concerned statutory authority. As disclosed and informed by the Promoter No.1, the Common Areas and Amenities for the Larger Project shall be completed within the timelines stated above. The Allottee shall take possession on the Intimation to take Possession and use and enjoy the completed Common Areas and Amenities for Larger Project. The Allottee/s hereby confirms that the Allottee has understood and agreed the aforesaid disclosure made and information given by the Promoter No.1 and shall raise no objection in respect thereof and/or claim any damages or compensation whatsoever.

10. FORCE MAJEURE

10.1 The Promoter No.1 shall be entitled to reasonable extension of time for giving Intimation to take Possession, if the completion of the said Building , as the case may be, is delayed on account of Force Majeure Event as mentioned in Clause 1.13.

10.2 Upon a Force Majeure Event arising, the Promoter No.1 shall automatically be entitled for an extension of time period for completion of the Project.

11. POSSESSION

11.1 The Promoter No.1 shall upon receiving the occupation certificate of the Project give the Intimation to take Possession to the Allottee. The Intimation to take Possession shall call upon the Allottee to take possession of the Apartment within a period of 30 (thirty) days from the date of receipt of the Intimation to take Possession.

11.2 It is clarified that Promoter No.1 shall send its Intimation to take Possession to Allottee at his/her address as mentioned in this Agreement unless any change of address has been notified to the Promoter in writing by the Allottee. It is clarified that the Allottee shall not be entitled for any compensation if he/she/they has/have committed any default or breach of any of the terms and conditions in this Agreement by reason of the Promoter No.1 not having received the notice of change of address.

11.3 Upon receiving the Intimation to take Possession, the Allottee shall take possession of the Apartment from the Promoter No.1 within the period stated above on payment of the balance consideration and other dues. The Allottee shall execute all necessary indemnities, undertakings and such other documentation as may be prescribed in this Agreement and/or required by the Promoter No.1 and the Promoter No.1 shall give possession of the Apartment to the Allottee against the execution of such documentation and payment of the balance amounts by the Allottee.

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

If the Promoter No.1 is unable to give Intimation to take possession of the Apartment to the Allottee by **31st December, 2027** on account of a Force Majeure Event then, the Promoter No.1 shall be entitled to an extension for the period during which such Force Majeure event subsists and the Allottee shall continue as an Allottee of the Project.

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

- (i) If the Promoter No.1 is unable to give Intimation to take possession of the Apartment to the Allottee by **31st December, 2027**, for reason other than Force Majeure Event then in that case the Allottee shall be entitled to either terminate or continue with this Agreement.
- (ii) In case if the Allottee elects to continue with this Agreement, then in that event, the Promoter No.1 shall be liable to pay Promoter`s Interest to the Allottee for the period of every month of delay on the amounts received by the Promoter No.1 from the Allottee. However, such interest shall not be payable on (i) the Government statutory dues, duties and taxes paid or to be paid by Promoter No.1 with respect to the said Apartment and/or this Agreement, directly, or indirectly, (ii) brokerage, if any, incurred by the Promoter No.1 and (iii) stamp duty and registration charges paid on this Agreement.
- (iii) In case if the Allottee elects to terminate this Agreement, then in that event the only remedy available to the Allottee shall be to take refund of the amounts paid towards Consideration by the Allottee to the Promoter No.1 under the terms of this Agreement

and such refund shall be subject to the deduction of (i) the Government statutory dues, duties and taxes paid or to be paid by Promoter No.1 with respect to the said Apartment and/or this Agreement, directly, or indirectly, , (ii) stamp duty and registration charges paid on this Agreement, (iii) bank loan availed by the Allottee and (iv) brokerage, if any, incurred by the Promoter No.1. In such a case as provided under the Act, the Promoter No.1 shall refund the aforesaid amounts to the Allottee (after deduction of the amounts as stated above) together with the Promoter's Interest within a period of 30 (thirty) days from the date of the Allottee executing and registering a Deed of Cancellation in favour of the Promoter No.1.

- 11.6 It is agreed that save and except the right of the Allottee to recover the aforesaid amounts, the Allottee hereby expressly waives all the other rights and remedies that shall/may be available to him/her /them under law especially in light of the fact that the Allottee has covenanted that the Allottee shall not take any steps that shall be detrimental and/or shall hinder the Project.
- 11.7 In the event the Allottee fails and/or neglects to take possession within the specified period, it shall be deemed that the Allottee has taken possession from the date of expiry of the notice period specified in the Intimation to take Possession and that date shall be deemed to be the **"Possession Date"** and all obligations of the Allottee related to possession of the said Apartment shall be deemed to be effective from the said Possession Date. Further in such a case where the Allottee does not take possession within the specified period, the Allottee shall be liable to bear and pay the requisite transfer charges for getting the property tax pertaining to the said Apartment transferred in his/her/their name and the Promoter No.1 shall not be held liable to effect the transfer of the property tax in the Allottee's favour.
- 11.8 It is agreed that on and from the Possession Date, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the said Apartment and the said building including maintenance charges (Building and Common Areas and Amenities for Larger Project), local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, lifts, repairs, salaries of clerks, bill collectors, chowkidars, sweepers, and also other expenses necessary and incidental to the Organization of Building 'C12' and use of the Common Areas and Amenities for Larger Project to the Maintenance Agency.
- 11.9 The Promoter's Interest shall not be paid by the Promoter No.1 if the Allottee commits any breach of terms and conditions contained herein.
- 11.10 It is clarified that Promoter No.1 shall send its Intimation to take Possession to Allottee at his/her address including email address as mentioned in this Agreement unless any change of address has been notified to the Promoter No.1 in writing by the Allottee. It is clarified that the Allottee shall not be entitled for any compensation if he/she/they has/have committed any default or breach of any of the terms and conditions in this Agreement by reason of the Promoter No.1 not having received the notice of change of address.
- 11.11 The Promoter No.1 has made it clear to the Allottee that the Promoter No.1 shall after handing over of the said Apartment, carry out extensive development/construction activities

in the Larger Project and/or Subsequent Multiple Phases of Larger Project which includes the Common Areas and Amenities for Larger Project and/or the area around the said building in which the Apartment is located and that Allottee has confirmed that he/she/they shall not raise any objection or make any claim for compensation from Promoter No.1 on account of inconvenience, if any, which may be suffered by him/ her/them due to such development/construction activities or incidental/related activities.

12. DEFECT LIABILITY PERIOD

- 12.1 The provisions of the Act mandate a defect liability period of five years from the Possession Date for any structural defect in the Apartment or any defects in the Project on account of workmanship, quality or provision of service.
- 12.2 The Promoter No.1 has informed the Allottee that upon the completion of the Project the Promoter shall handover to the Organisation of Building 'C12' the warranties, guarantees and annual maintenance contracts that shall be received by the Promoter from third party Contractors/Vendors.
- 12.3 In case of any structural defect in the Apartment or any defects in the Project on account of workmanship, quality or provision of service, which are outside the purview of the warranties, guarantees and annual maintenance contracts provided by the third party Contractors/Vendors, then in that event wherever possible such defects shall be rectified by the Promoter No.1 at its own cost and expense. Provided however, the Promoter No.1 shall not be liable to carry out such rectification in case if such defects have surfaced by reason of any act of the Allottee or any other force majeure circumstance arising. The Allottee hereby agrees and undertakes that the Allottee shall not carry out any alterations of whatsoever nature in the said Apartment or Building or any structures related to the Common Areas and Amenities for Larger Project which shall include but not be limited to columns, beams etc. or in the fittings therein, in particular. It is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connection or any erection or alteration in the bedroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out by the Allottee and which results in any defect, then the defect liability obligation of the Promoter No.1 shall automatically become void and shall not be binding on the Promoter No.1. The word defect here means only the manufacturing and workmanship defect's caused on account of wilful neglect on the part of the Promoter No.1, and shall not mean defect/s caused by normal wear and tear and by negligent use of Apartment by the Allottees/occupants, vagaries of nature etc.
- 12.4 It shall be the responsibility of the Allottee to maintain his/her/their Apartment in a proper manner and take all due care needed including but not limited to the joints in the tiles in his/her/their Apartment being regularly filled with white polymer/epoxy to prevent water seepage.
- 12.5 Further where the manufacturer warranty as shown by the Promoter No.1 to the Allottee ends before the defects liability period, and if the annual maintenance contracts (to the manufacturer or the AMC provider as decided by the Promoter No.1) are not done/renewed

by the Allottee/s, the Promoter No.1 shall not be responsible for any defects occurring due to the same.

12.6 The project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment's, fixtures and fitting shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartments and the common project amenities wherever applicable.

12.7 The Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the Apartment/Building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, the same shall not amount to structural defects and hence the same shall not be attributed to either bad workmanship or structural defect.

13. USE AND OCCUPATION

13.1 The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence and for no other purpose whatsoever.

13.2 The Allottee shall not carry out any activities from the said Apartment that shall be a cause or a source of nuisance or annoyance to the Promoter or other occupiers of the said building or to any one in its vicinity or neighbourhood.

13.3 In the event if any increase in local taxes, water charges, insurance and such other levies, are imposed by the concerned Local Authority and/or Government and/or other Public Authority, on account of change of user of the said Apartment by the Allottee, the Allottee alone shall bear and pay such penalty, premium or other sums of money demanded.

14. TERMINATION

14.1 The occurrence, happening or existence of any of following events shall be considered as the "**Allottee's Event of Default**" -

- (i) Failure on part of the Allottee to make payment of any 3(three) installments/outgoings/payments under this Agreement; or
- (ii) Failure on part of the Allottee to take possession of the Apartment within the time stipulated and in the manner set out hereinabove; or
- (iii) Breach by the Allottee of any of the representations, warranties and covenants or failure to perform, comply and observe any of its obligations and responsibilities as set forth in this Agreement; or
- (iv) Any other acts, deeds or things, which the Allottee may omit or fail to perform in terms of this Agreement, which in the opinion of the Promoter, amounts to an event of default. The Allottee hereby agrees and confirms that the decision of the Promoter No.1 in this regard shall be final and binding on the Allottee.

14.2 On the occurrence, happening or existence of any of the Allottee's Event of Default as stated above, the Promoter No.1 shall give notice of 15 (fifteen) days in writing to the Allottee by email at the email address ("**Allottee's Default Notice**") provided by the Allottee of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. Upon

- failure of the Allottee to rectify/cure the Allottee's Event of Default within the time period stipulated in the Allottee's Default Notice, without prejudice to any other right or remedy available to the Promoter No.1 under the Applicable Laws or as envisaged in this Agreement, the Promoter No.1 shall have the right to terminate this Agreement without any further notice/intimation to the Allottee. The Allottee shall forthwith come forward and execute and register a Deed of Cancellation in favour of the Promoter No.1.
- 14.3 On and from the date of such termination on account of Allottee's Event of Default as mentioned hereinabove, the Parties mutually agree that the Promoter No.1 shall refund to the Allottee within a period of 30 (thirty) days from the date of execution and registration of the Deed of Cancellation, the Consideration or part thereof which have been paid by the Allottee to the Promoter No.1 subject to deduction of (i) liquidated damages i.e. deduction of 10% of the total Consideration together with any other amount which is payable to the Promoter No.1, (ii) Allottee's Interest, (iii) the Government statutory dues, duties and taxes paid or to be paid by Promoter No.1 with respect to the said Apartment directly or indirectly, (iv) stamp duty and registration charges paid on this Agreement (v) brokerage, if any, incurred by the Promoter No.1 and (vi) bank loan availed by the Allottee. It is agreed between the Parties that the deduction mentioned above will be carried out in the order in which it has been mentioned in this clause. It is further agreed between the Parties that the Promoter No.1 shall not be liable to pay to the Allottee any interest on the amount so refunded.
- 14.4 Upon the cancellation/termination, the Promoter No.1 shall be entitled to sell or otherwise dispose of the Apartment to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as Promoter No.1 may in its sole discretion think fit and proper and the Allottee shall not be entitled to raise any objection or dispute in this regard.
- 14.5 The Allottee agrees and undertakes to execute and register a deed, document, or writing including a cancellation deed to cancel this Agreement. The balance amount, if any, shall be paid to the Allottee only upon the cancellation of this Agreement and/or receipt of the cancellation deed, documents or writings. In the event of cancellation of this Agreement as aforesaid, the Allottee irrevocably agrees that the Promoter No.1 shall be entitled to file declaration with respect to termination and cancellation of this Agreement before the Sub-Registrar of Assurances. However, it is clarified and agreed between the Parties that the Promoter No.1 shall take/charge cancellation charges as determined by the Promoter No.1 from the Allottee in case of failure on the part of the Allottee to execute and register the Deed of Cancellation.
- 14.6 The Promoter No.1 has informed the Allottee and the Allottee having understood has agreed that in case if this Agreement is cancelled by reason of any breach on the part of the Allottee of the terms of this Agreement then in that event the Promoter No.1 shall refund the amounts refundable to the Allottee after deducting therefrom 10% of the Consideration alongwith taxes thereon. Further, amounts already paid towards taxes, duties, outgoings, brokerage etc. shall also be deducted from the Consideration.

- 14.7 It is expressly agreed between the Parties that in case of the Allottee/s has obtained a loan/availed of any facility against the said Apartment and/or the rights of the Allottee/s under this Agreement, then in that event upon termination, the Promoter No.1 shall have an option to make payment of the refund amounts to the concerned bank/financial institution subject to clause 14.3 of this Agreement.
- 14.8 The said refund by the Promoter No.1 to the Allottee, sent through cheque/demand draft by registered post acknowledgement due or by courier at the address of the Allottee mentioned herein, shall be full and final satisfaction and settlement of all claims including bank loan or brokerage if any of the Allottee under this Agreement, irrespective of whether the Allottee accepts/encashes the said cheque/demand draft or not.
- 14.9 In the case of joint allotment of the Apartment in favour of joint Allottees, the Promoter No.1 shall make all payments/refund under the terms of this Agreement upon termination, to the first mentioned Allottee, which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Allottees.
- 14.10 The Promoter No.1 may, at its sole discretion read with Clause 14.3 of this Agreement, condone the breach committed by Allottee and may revoke cancellation of the allotment provided that the Apartment has not been re-allotted to another person till such time and Allottee agrees to pay the unearned profits (difference between the Consideration and the then prevailing sales price) in proportion to total amount outstanding on the date of restoration and subject to such additional conditions/undertaking as may be decided by the Promoter No.1. The Promoter No.1 may at its sole discretion waive the breach by Allottee for not paying the aforesaid instalments but such waiver shall not mean any waiver in the interest amount and the Allottee will have to pay the full amount of interest due.
- 14.11 The occurrence, happening or existence of any of following events shall be considered as the “**Promoter’s Event of Default**” -
- (i) Failure of the Promoter No.1 to give the Intimation to take Possession to the Allottee on or before **31st December, 2027** (subject to Force Majeure Event);
- 14.12 Upon the cancellation/termination of this Agreement on account of the Promoter’s Event of Default as mentioned hereinabove, the Allottee shall be entitled to recover all the amounts that have been paid by the Allottee to the Promoter No.1 under the terms of this Agreement (excluding taxes, duties etc. that have been paid by the Promoter No.1 to the Government/Statutory Bodies/Authorities and excluding bank loan, brokerage, if any). In such a case as provided under the Act, the Promoter No.1 shall refund the aforesaid amounts to the Allottee within a period of 30 (thirty) days or a mutually agreed date from the execution and registration of the deed of cancellation by the Allottee in favour of the Promoter No.1.
- 14.13 In an event the Promoter No.1 completes construction of the said building before time, then the Allottee hereby agrees and undertakes to pay the Consideration amount payable for early completed stage as per the payment linked to the stage immediately on demand. Further, the Promoter No.1 shall not provide early payment discount in case the construction has been completed before the agreed timeline.

15. PROJECT MAINTENANCE AGENCY

- i. The Allottee specifically recognizes that the Common Areas and Amenities for the Larger Project developed/being developed on the Larger Land requires proper and periodic maintenance and upkeep. The Allottee has agreed to purchase the Apartment on the specific understanding that the right to use Common Areas and Amenities for Larger Project shall be subject to payment of maintenance charges by him/her/them, amongst other charges. The Promoter No.1, for the purpose of carrying out such maintenance services in respect of the Common Areas and Amenities for Larger Project, shall employ/hire a maintenance agency (“Maintenance Agency”). The allottee and the Organization of Building C12 shall comply with all the rules, regulations, directions etc. framed by Maintenance Agency.
- ii. The Allottee is required to pay the amounts that are set out in “**Annexure I**” annexed hereto to the Maintenance Agency to enable the Maintenance Agency to provide its services and maintain the Common Areas and Amenities for the Larger Project in the manner set out in the aforesaid Agreement. In case if the Maintenance Agency is required to incur any capital expenses while maintaining these Common Areas and Amenities for Larger Project, then in that event the Maintenance Agency shall be entitled to do so and appropriate the required amounts from and out of the amounts collected from the Allottee and other allottees of the various buildings forming part of Larger Project constructed/being constructed on the Larger Land, towards such capital expenses.

16. FORMATION OF ORGANISATION

- 16.1 With regards to the buildings that have already been constructed by the Promoter No.2 on the Larger Land, the Promoter No.2 has formed and registered various organizations i.e. Co-operative Housing Societies under the provisions of the Maharashtra Co-operative Societies Act, 1960:
- (i) **Building A-** organization formed and registered under the name “LITTLE EARTH BUILDING A CO-OPERATIVE HOUSING SOCIETY LIMITED” bearing registration No. PNA/PNA(6)/HSG(TC)/17602/2016-17 dated 16/01/2017;
 - (ii) **Building B1-** organization formed and registered under the name “LITTLE EARTH BUILDING B-1 CO-OPERATIVE HOUSING SOCIETY LIMITED” bearing registration No. PNA/PNA(6)/HSG(TC)/17603/2016-17 dated 16/01/2017;
 - (iii) **Building B2-** organization formed and registered under the name “LITTLE EARTH BUILDING B-2 CO-OPERATIVE HOUSING SOCIETY LIMITED” bearing registration No. PNA/PNA(6)/HSG(TC)/17604/2016-17 dated 16/01/2017;
 - (iv) **Building B3-** organization formed and registered under the name “LITTLE EARTH BUILDING B-3 CO-OPERATIVE HOUSING SOCIETY LIMITED” bearing registration No. PNA/PNA(6)/HSG(TC)/22495/2021-22 dated 17/06/2021;
 - (v) **Building B4-** organization formed and registered under the name “LITTLE EARTH BUILDING B-4 CO-OPERATIVE HOUSING SOCIETY LIMITED” bearing registration No. PNA/PNA(6)/HSG(TC)/22496/2021-22 dated 17/06/2021;

- (vi) **Building B12-** organization formed and registered under the name “LITTLE EARTH BUILDING B-12 CO-OPERATIVE HOUSING SOCIETY LIMITED” bearing registration No. PNA/PNA(6)/HSG(TC)/22888/2022 dated 10/03/2022;
 - (vii) **Building C-19-** organization formed and registered under the name “LITTLE EARTH BUILDING C-19 CO-OPERATIVE HOUSING SOCIETY LIMITED” bearing registration No. PNA/PNA(6)/HSG(TC)/22497/2021-22 dated 17/06/2021;
 - (viii) **Building C-20-** organization formed and registered under the name “LITTLE EARTH BUILDING C-20 CO-OPERATIVE HOUSING SOCIETY LIMITED” bearing registration No. PNA/PNA(6)/HSG(TC)/22498/2021-22 dated 17/06/2021;
 - (ix) **Building C-21-** organization formed and registered under the name “LITTLE EARTH BUILDING C-21 CO-OPERATIVE HOUSING SOCIETY LIMITED” bearing registration No. PNA/PNA(6)/HSG(TC)/22499/2021-22 dated 17/06/2021.
- 16.2 The Promoter No.1 and 2 shall form and register a separate Organization in respect of each of the building ‘C12’ and buildings ‘C10’ and ‘C11’.
- 16.3 The Promoter has formed and registered separate Organization/s i.e. Co-operative Housing Societies under the provisions of the Maharashtra Co-operative Societies Act, 1960 in respect of Buildings C15, C17 and C18 forming part of project Little Earth Masulkar City-Phase 3 and shall form and register separate Organization i.e. Co-operative Housing Societies under the provisions of the Maharashtra Co-operative Societies Act, 1960 in respect of ‘A Commercial’ of project Little Earth Masulkar City-Phase 3;
- 16.4 The Promoter No. 2 shall form and register separate organization/s i.e. Co-operative Housing Societies under the provisions of the Maharashtra Co-operative Societies Act, 1960 in respect of each of the Ongoing Buildings.
- 16.5 Likewise, the Promoter No.2 shall form separate organization/s i.e. Co-operative Housing Societies under the provisions of the Maharashtra Co-operative Societies Act, 1960 in respect of the buildings that shall be constructed in the Subsequent Multiple Phases of the Larger Project;
- 16.6 The Promoter No. 2 shall form and register a separate Organization of the Allottees of the apartments in Building ‘C12’ which shall be formed within a period of 3 (three) months from the date of obtaining occupancy certificate in respect of the said building.
- 16.7 With regards to the Amenity Space, a separate organization shall be formed in respect thereof and at the discretion of the Promoter it may be admitted as a member of the Apex Body.
- 16.8 The Promoter No.2 shall within a period of 3 (three) months from the date of the Organization of the Building ‘C12’ being formed, execute a sale deed in respect of such superstructure of the building in favour of the Organization of Building C12 subject to the Promoter No.1 having received the occupancy certificate in respect of the said building and having received the entire consideration payable by the Allottee/s of the apartments in the said building. The sale deed shall be subject to such terms, conditions, covenants and undertakings on the part of the Organization of Building C12 as may be

required to ensure that the rights of the Promoter No.1 to sell the unsold apartments/flats do not suffer and are protected. The Allottee hereby authorizes the Promoter No.2 to draw up the draft of the sale deed and hereby agree to co-operate in the execution thereof.

- 16.9 All costs, charges and expenses including stamp duty and registration charges payable on such deed/s shall be borne and paid by the Organization of the Building C12.
- 16.10 Upon the development of the entire Larger Land being completed, the Promoter No.2 shall form an Apex Body of the Larger Land. The organization/s of the respective buildings forming part of the Larger Project constructed on the Larger Land including the Organization of the Building C12 shall admit themselves as members of such Apex Body of the Larger Land. Upon the Apex Body of the Larger Land being formed, the Promoter No. 2, execute in favour of the Apex Body a Deed of Conveyance in respect of the rights relating to the Common Areas and Amenities for Larger Project alongwith the Larger Land within 3 months from the date of all of the following conditions being complied with:
1. receipt of the occupancy certificate of the last building constructed and completed on the Larger Land,
 2. the Promoter No. 1 having received the entire consideration, maintenance and other amounts payable by the allottee/s of all the apartments in the buildings C10, C11, C12 forming part of Larger project on the Larger Land,
 3. the Promoter No. 2 having received the entire consideration, maintenance and other amounts payable by the allottee/s of all the apartments in all the buildings forming part of Larger project on the Larger Land other than buildings C10, C11, C12.
 4. the Apex Body being formed of the organizations of the respective buildings forming part of the Larger Project. All costs, charges and expenses including stamp duty and registration charges payable on such deed/s shall be borne and paid by the Apex Body.
- 16.11 The Allottee has understood the aforesaid disclosures/representations made by the Promoter No.1 and 2 and hereby expresses its consent and approval to the aforesaid modalities of transfer and conveyance and grants its unconditional consent to join in the formation and registration of such Organisation of Building C12 to be known by such name as the Promoter No. 2 may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of such Organisation of Building C12 and for becoming a member of such Organisation of Building C12. The Allottee shall duly fill in, sign and return to the Promoter No. 2 within 7 (seven) days of the necessary applications/forms being forwarded by the Promoter No. 2 to the Allottee in that behalf.
- 16.12 The Promoter No.1 hereby states, declares and informs to the Allottee/s that prior to or during or after completion of development and construction work of the Project, various orders, permissions, NOCs, Licenses, occupancy certificates etc are required to be

obtained by the Promoter No.2 on executions of certain Declarations, Undertakings and Indemnity. While granting those permissions and NOCs, the concerned Authorities have imposed certain terms and conditions, which are required to be observed and complied with from time to time. The Promoter No.1 hereby agrees to comply with those terms and conditions only till the time of Project is handed over to the Organization of Building C12. However, thereafter it shall be sole responsibility of the said Organization of Building C12 of the Allottees to abide by all rules, regulations, conditions of the said orders, permissions, NOCs etc. and comply with the same and the Promoter No. 2 shall not be responsible for the same after handing over of the Project together with its amenities to the Allottees ultimate body i.e. Organization of Building C12. The list of orders, permissions and NOCs, which have been obtained till date have been given to the Allottee. Certified copies of the orders and permissions etc. shall be handed over to the Organization of Building C12.

17. TAXES AND OUTGOINGS

17.1 Maintenance:

- (i) The Promoter No.1 has informed the Allottee and the Allottee has understood that the Allottee shall within a period of 30 (thirty) days from the date of the Intimation to take Possession and in any event before taking possession pay to the Promoter the amounts set out in “**Annexure I**” annexed hereto. In case if the Allottee fails to make such payment, then the Promoter No.1 shall not be liable to handover possession of the Apartment to the Allottee. Failure on the part of the Allottee to make such payments with the Promoter No.1 shall be treated as an Allottee’s Event of Default and consequences as stated in this Agreement shall follow. The Allottee acknowledges such right of the Promoter No.1 and agrees and undertakes to accept the decision of the Promoter No.1 in such circumstances.
- (ii) The Allottee shall be liable to bear and pay all taxes and outgoing as mentioned in “**Annexure I**” annexed hereto. The Allottee shall be liable to pay maintenance charges towards the Building C12 to the Promoter No.1 for initial period of 24 (twenty four) months in advance on/before the Possession. Till such time Building C12 is handed over in favour of the Organisation of C12 and/or pursuant to the expiry of the initial period of 24 months from the Possession Date, the Allottee shall continue to pay maintenance charges in respect of Building C12 to the Promoter No.1, as determined by the Promoter No.1 from time to time.
- (iii) In addition to the aforesaid maintenance charges, the Allottee shall, on/before the Possession, also pay a lumpsum amount towards maintenance charges to the Promoter No.1 for the use of the Common Areas and Amenities for the Larger Project as mentioned in “**Annexure I**” annexed hereto. Till such time the Common Areas and Amenities for Larger Project are conveyed in favour of the Apex Body, the Allottee shall be liable to contribute the maintenance charges towards the use of the Common Areas and Amenities for the Larger Project to the Promoter No.1 or at the instructions of the Promoter to the Maintenance Agency (as defined in Clause 15

hereinabove) who shall be in charge of the maintenance of the Common Areas and Amenities for Larger Project.

- (iv) It is clarified that for the period post the expiry of the initial period of 24 months, maintenance charges for the Building C12 at such rate as decided by the Promoter shall be payable by the Allottee to the Promoter and with regards to maintenance charges for Common Areas and Amenities for the Larger Project at such rate as decided by the Promoter/Maintenance Agency shall be payable by the Allottee to the Promoter/Maintenance Agency. In case if the Organization of Building C12 has been formed by then, then in that event, the Promoter No.1 shall be at liberty to call upon the Organization of Building C12 to collect the aforesaid maintenance charges from the Allottee and pay the same to the Promoter/Maintenance Agency. The Allottee hereby expressly grants his/her/their concurrence to the aforesaid clause.
- (v) Further, the terms and conditions relating to the utilisation of such amounts alongwith separate amounts of taxes, electricity, water, gas etc.to be paid by the Allottee/s are enumerated in the “**Annexure I**” annexed hereto and the Parties agree and undertake to abide by the same.
- (vi) The organizations of the respective buildings forming part of Larger Project constructed/proposed to be constructed on the Larger Land shall be responsible to collect maintenance charges from its respective allottees and contribute to the Apex Body proportionately to incur the cost towards the maintenance of the Common Areas and Amenities of the Larger Project.

17.2 **Taxes:**

- (i) The Allottee shall, on and from the Possession Date be liable to bear and pay all pro-rata taxes and outgoings in respect of the said Apartment, the said building, the Larger Project and Common Areas and Amenities for Larger Project namely local taxes, betterment charges or such other levies by the concerned Local Authority and/or Government.
- (ii) It is clarified that till the Larger Project is handed over to the Apex Body, the Promoter No. 2 shall collect amounts from the respective organizations and/or allottees of apartments of the respective buildings forming part of the Larger Project and shall pay the same to the concerned Maintenance Agency. Upon the Larger Project being handed over, the entire management of the Larger Project shall be in the hands of the Apex Body who shall then maintain the Common Areas and Amenities for Larger Project after collecting necessary amounts from the respective organizations/allottees.
- (iii) Upon completion of construction of the Building C12, the Promoter No.1 shall insure the same, to such extent, as it deems fit, in its discretion, against risks including third-party liability, acts of God, etc., but not in respect of any articles, chattels, goods, or personal effects therein; all of which shall be suitably insured by the Allottees at his/her/their/its own cost and liability. The cost of the insurances to be obtained by the Promoter No.1 shall be recovered from the Allottee and the

Allottee shall bear and pay the same. The Allottees/Organization of Building C12 shall be responsible for the renewal of such insurance policies and bear and pay all premiums related thereto.

- (iv) It is clarified that the Promoter shall be liable to bear and pay municipal/property taxes related to the unsold apartments/units in the said building. However, no outgoings/maintenance shall be payable with regards thereto to the Organisation or Management Agency.

18. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

18.1 The Promoter No.1 hereby represents and warrants to the Allottee as follows:

- (i) The Promoter No.1 has right to develop the Project Land in the manner provided in the Search and Title Report dated 30/10/2023 annexed to this Agreement and has the absolute right to carry out development upon the Project Land;
- (ii) The Promoter No.1 has lawful rights and requisite approvals from the Competent Authorities to carry out development on the Project Land and shall obtain requisite approvals from time to time to complete the Project;
- (iii) The entire development and construction of the Project shall be carried out by the Promoter No.1 at its own cost and risks and kind of delay, construction related grievance of the Allottees will be the liability of the Promoter No.1 and the Promoter No.2 shall not be held responsible for the same. The Promoter No.1 shall indemnify and keep indemnified the Promoter No.2 with regards thereto.
- (iv) The Promoter No.1 shall be responsible to deal with all complaints/grievance of the Allottees with respect to the Project including but not limited to delay in completion and/or defect liability.
- (v) The Promoter No. 2 has actual, physical and legal possession of the Larger Land for the implementation of the Larger Project;
- (vi) The Promoter No. 2 has lawful rights and requisite approvals from the Competent Authorities to carry out development on the Larger Land and shall obtain requisite approvals from time to time to complete the Larger Project;
- (vii) The buildings forming part of the Subsequent Multiple Phases of the Larger Project will be constructed in future, in phases, from time to time, and will be registered with RERA as separate project/s at the discretion of the Promoter No.2. The Promoter No.2 will be at liberty and entitled to revise the plans relating to the buildings forming part of Subsequent Multiple Phases of the Larger Project from time to time in such manner as the Promoter No.2 may deem fit and proper. Further the Promoter No.2 shall be entitled to develop the Subsequent Multiple Phases of the Larger Project either by itself or through any other person or party. Further, with regards to the development of the Subsequent Multiple Phases of the Larger Project, the Promoter No.2 shall be at liberty to decide, at its sole discretion, the timelines related to commencement, construction and completion of such projects / buildings, the layout of the buildings, the height of buildings (whether to proceed with the present height or increase or decrease the same), size, dimensions and orientations of the apartments, FSI utilization relating to the Larger Land, in part or full.

The Allottees of the Project including the Allottee herein have, through this Agreement, been explained and put to notice of the aforesaid rights of the Promoter No.2.

- (viii) The Promoter No. 1 hereby expressly represents and informs the Allottee that the Promoter No. 2 intends to revise the sanctioned layout plan in respect of the Larger Project and sanctioned building plans pertaining to proposed buildings in Subsequent Multiple Phases of Larger Project. By virtue thereof, the orientation, location, dimension, height, product mix in respect of the aforesaid proposed multiple residential buildings and commercial buildings shall be revised/changed. The Allottee herein is / are thus fully aware of the representations and disclosures made by the Promoter No.1 and has / have agreed to purchase the Apartment only after fully understanding the representations and disclosures made by the Promoter No.1 and 2 in respect of the Larger Project and larger layout. The Allottee shall thus not create any hurdle, obstruction and/or dispute the revision of the plans relating to the larger layout / Larger Project from time to time and/or the future construction to be carried out by the Promoter No.2 , by itself and/or through any other person or party.
- (ix) There are no encumbrances upon the Larger Land. However, the Promoter No. 2 shall be at liberty to raise construction finance from time to time to develop the Subsequent Multiple Phases of the Larger Project without affecting the rights of the Allottee herein;
- (x) There are no litigations pending before any Court of Law with respect to the Larger Land;
- (xi) All present approvals, licenses and permits issued by the Competent Authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law.;
- (xii) The Promoter No.1 has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (xiii) The Promoter No. 2 has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authorities provided however the Allottee shall be liable to contribute towards the same on and from the Possession Date;
- (xiv) No notice from the Government or any other Local Body or Authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the Larger Land) has been received or served upon the Promoter in respect of the Larger Land and/or the Larger Project;
- (xv) The Promoter No.1 states that there are certain pipes/cables/wires which are laid under the Larger Land, which underlying cables relate to essential services that have been provided to the Allottees of respective buildings forming part of Larger Project constructed/to be constructed on the Larger Land. The Promoter No. 2 hereby reserves its right to enter upon the Larger Land and to undertake such work/activities as may be necessary for the purpose of maintaining/servicing/ repairing/replacing such underlying pipes/cables/wires.

19. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

The Allottee represent and warrant to the Promoter No.1 as follows:-

- (i) The Allottee is using his/her/their own funds and/or has made arrangements for the purpose of purchasing making payment of the Consideration and other amounts payable to the Promoter No.1;
- (ii) The Allottee/s has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;
- (iii) No receiver and/or liquidator and/or official assignee or any person is appointed of the Allottee or all or any of its assets and/or properties;
- (iv) The Allottee/s has/have neither received any notice of attachment under any rule, law, regulation, statute etc. nor his/her/their assets/properties are attached;
- (v) No notice is received from the Government in India (either Central, State or Local) and/or from abroad for his/her/their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them;
- (vi) No execution or other similar process is issued and/or levied against him/her/them and/or against any of his/her/their assets and properties;
- (vii) He/she/they is/are not of unsound mind and/or is not adjudged to be of unsound mind;
- (viii) He/she/they has/have not compounded payment with his/her/their creditors;
- (ix) He/she/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months;
- (x) He/she/they is/are competent to contract and enter into this Agreement as per the prevailing Indian Laws;
- (xi) The Allottee has understood the entire scheme of development of the Promoter No.1 and 2 as set out in this Agreement and has obtained the clarifications required by the Allottee and the Allottee is fully satisfied with regards thereto.

20. MUTUAL COVENANTS

20.1 Notwithstanding anything contained herein, it is agreed between the Parties hereto, that the sample apartment, if any, constructed by the Promoter No.1 and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of showcasing the apartment and the Promoter No.1 is not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities etc. as may be displayed in the sample apartment other than as expressly agreed by the Promoter No.1 under this Agreement.

20.2 The Promoter No.1 shall be entitled to allot all apartments and covered parking spaces and/or open parking space subject to the rules, regulations and bye-laws laid down by the respective organization formed in respect of the buildings C10, C11 and C12 constructed/to be constructed on the Project Land, with a view that ultimately the Allottees of the various apartments in the building/s shall be admitted as members of the respective Organizations in the manner stated above. It is agreed and clarified that the Promoter No.1 shall have all the rights and shall be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the unsold apartment/s and the

Allottees of all the apartments shall be admitted as members of the respective Organizations.

- 20.3 The Promoter No. 1 shall, if necessary, become a member of the Organization of Building C12 in respect of its right and benefits conferred/reserved herein or otherwise entitled to in whatsoever manner. If the Promoter No.1 transfers, assigns and disposes off such rights and benefits at any time to anybody, then the assignee, transferee and/or the buyers thereof at the discretion of the Promoter No.1, be admitted as member of the Organization of Building C12 in respect of the said right and benefits. The Allottee herein and Organization of Building C12 will not have any objection to admit such assignees or transferees as its Members.
- 20.4 In the event, the transaction being executed by this Agreement between the Promoter No.1 and the Allottee is facilitated by a registered real estate agent appointed by the Allottee, then in that event all amounts (including taxes) agreed as payable remuneration/fees/charges for services/ commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Allottee in accordance with the agreed terms of payment between the Allottee and such agent and the Promoter No.1 shall not be held responsible for payment of any fees/charges to such real estate agent of the Allottee.
- 20.5 In the event, the transaction being executed by this agreement between the Promoter No.1 and the Allottee is facilitated by a registered real estate agent of the Promoter No.1, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/ commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter No.1 in accordance with the agreed terms of payment and the allottee shall not be held responsible for payment of any fees/charges to registered real estate agent of the Promoter No.1.
- 20.6 The Promoter No.1 and 2 shall not be liable or required to pay to the Organization of Building C12 any transfer fees/charges and/or any amount, compensation whatsoever. Further, the Promoter No.1 shall not be liable to contribute maintenance charges towards the unsold apartments.
- 20.7 All costs, charges and expenses incurred in connection with the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter No.1 and by the Allottee including stamp duty, registration charges etc. payable in respect of such documents, shall be borne and paid by the Allottee. The Promoter No.1 shall not be liable to contribute anything towards such expenses. The Allottee alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents etc.
- 20.8 As and when called upon by the Promoter No.1, the Allottee agrees and undertakes to unconditionally sign and execute necessary forms, applications, undertakings, documents as may be required by the Promoter No. 1 and 2 for admitting the Allottee as the member of the Organization of Building C12. The Allottee further agrees and undertakes that the Allottee shall do as also cause the Organization of Building C12 to do/ratify, all such

necessary acts, deeds, matters and things as may be required by the Promoter No. 2 from time to time for safeguarding its interest in the said Larger Land.

- 20.9 It is agreed, confirmed and covenanted by the Allottee that the Allottee shall not be entitled to nor shall he/she/they demand a sub-division or amalgamation of the Larger Land or be entitled to any FSI exceeding the FSI used or any FSI available now or in future and consumed in the said Building.
- 20.10 It is agreed between the Promoter No.1 and the Allottee that the Promoter No. 2 shall be entitled to develop the Larger Land in the manner as the Promoter No. 2 may desire. The Promoter No. 2 is retaining full rights for the purpose of providing ingress or egress to the Allottee from the Larger Land in the manner deemed fit by the Promoter No.2 and the Allottee unequivocally consents/agrees not to raise any objection or dispute regards the same now or any time in the future and the Allottee acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same.
- 20.11 The name of the Project has been decided by the Promoter No.1 and the same shall not be changed at any time by the Allottee/Organization of Building C12.
- 20.12 The Promoter No.1 has informed the Allottee and the Allottee hereby confirms having been informed and understood that the Promoter No.1 will avail of, financial assistance from any persons, bank/s and/or financial institution/s against securitisation of the Project Land and/or the buildings in the Project and/or any receivables therefrom. The security interest created over the Project Land and the buildings in the Project will be released, by the Promoter No.1, at the entire cost and expense of the Promoter No.1, from time to time, but in any event, prior to the Project handover.
- 20.13 If the Allottee chooses to avail financial assistance from any bank/financial institution to acquire the Apartment, it shall be the sole obligation and liability of the Allottee to repay and discharge the loan amount and all sums including but not limited to interest, penalties and charges thereon. However, if there is any delay, in payment to the Promoter No.1 of any instalment of the Consideration, by such bank/financial institution, the same shall be construed a breach and default by the Allottee of this Agreement and the consequences of breach as envisaged in this Agreement shall follow.

21. ALLOTTEE'S COVENANTS

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

- (a) Any business which causes nuisance to the occupants of the Larger Project including but not limited to beer shoppee, liquor shops, wine shops, gaming parlours, hookah parlours, pubs etc. shall not be permitted. In case if any Allottee desires to carry out such a business then the Allottee shall procure prior written permission of the Promoter prior to handing over of the Project.

In case of a Co-operative Housing Society, a Resolution has to be passed as required under the provisions of Maharashtra Co-operative Society Act.

The Promoter No. 1 and/or Organization of Building C12 as the case may be shall be entitled to deny the application for carrying out such business and shall not be required

to provide any reason for such rejection. The decision of the Promoter No.1 /Organization of Building C12 shall be final and binding on the Allottee.

- (b) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the Possession Date and shall not do or suffer to be done anything in or to the said building which may be against the rules, regulations or bye-laws of the Organization of the said Building C12 or change/alter or make an addition in/to the Apartment or any part thereof and/or the said building, without the consent of the local authorities, if required;
- (c) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said building or storing of which goods is objected to by the concerned Local or other Authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the said Wing, including entrances of the said building and in case any damage is caused to the Apartment and/or the said Building on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach;
- (d) To carry out at his/her/their own cost all internal repairs to the Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in/to the Apartment or the said building which may be contrary to the bye-laws of the Organization of Building C12 or the rules and regulations of the concerned Authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned authority;
- (e) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the said building and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parris or other structural members in the Apartment without the prior written permission of the Promoter. However, after the handover to the Organisation of Building C12, to take the prior written consent of the Organization of Building C12;
- (f) Not to carry out/undertake any such acts that shall result in any defect/s in the Apartment or any other structure forming part of the Project and in the eventuality of any such situation arising, the Promoter shall be absolved from its obligation relating to remedying any defects during the defect liability period and the Allottee shall alone be responsible for the same and towards the other aggrieved allottees in the Project.

- (g) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said building and/or the Larger Land or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (h) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound of the said building or on the Project Land or Larger Land;
- (i) Pay to the Promoter No. 1 within 30 (thirty) days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned Authority for giving water, electricity or any other service connection to the said building;
- (j) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned Authority, on account of change of user of the Apartment by the Allottee to any purposes other than for the purpose for which it is sold;
- (k) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter No.1 under this Agreement are fully paid up and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter No. 1 and obtained the written consent of the Promoter No.1 for such transfer, assignment or parting with interest etc.;
- (l) The Allottee shall observe and perform all the rules and regulations which Organization of Building C12 may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment therein and for the observance and performance of the building rules, regulations and bye-laws. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Organization of Building C12 regarding the occupation and use of the Apartment and the Common Areas and Amenities for the Larger Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
- (m) The Allottees of the Project including the Allottee herein have, through this Agreement, been explained and put to notice that the buildings forming part of the Subsequent Multiple Phases of the Larger Project will be constructed in future, in phases, from time to time, and will be registered with RERA as separate project/s at the discretion of the Promoter No.2. The Promoter No. 2 will be at liberty and entitled to revise the plans relating to the buildings forming part of Subsequent Multiple Phases of the Larger Project from time to time in such manner as the Promoter No. 2 may deem fit and proper. Further the Promoter No. 2 shall be entitled to develop the Subsequent Multiple Phases of the Larger Project either by itself or through any other person or party. Further, with regards to the development of the Subsequent Multiple Phases of the Larger Project, the Promoter No. 2 shall be at liberty to decide, at its sole discretion,

the timelines related to commencement, construction and completion of such projects / buildings, the layout of the buildings, the height of buildings (whether to proceed with the present height or increase or decrease the same), size, dimensions and orientations of the apartments, FSI utilization relating to the Larger Land, in part or full..

- (n) The Allottee herein is / are thus fully aware of the representations and disclosures made by the Promoter No. 1 and has / have agreed to purchase the Apartment only after fully understanding the representations and disclosures made by the Promoter No.1 in respect of the Larger Project and larger layout. The Promoter No.1 hereby expressly represents and informs the Allottee that the Promoter No. 2 intends to revise the sanctioned layout plan in respect of the Larger Project and sanctioned building plans pertaining to proposed buildings in Subsequent Multiple Phases of Larger Project. By virtue thereof, the orientation, location, dimension, height, product mix in respect of the aforesaid proposed multiple residential buildings and commercial buildings shall be revised/changed. The Allottee shall thus not create any hurdle, obstruction and/or dispute the revision of the plans relating to the larger layout / Larger Project from time to time and/or the future construction to be carried out by the Promoter No. 2, by itself and/or through any other person or party.
- (o) Promoter No. 2's right of way in any of the Larger Land shall be strictly covered and protected till all the buildings and Common Areas and Amenities forming a part of the Larger Project of Larger Land is completed after utilising of FSI. The Allottee shall permit the Promoter No. 2 and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and to pass through the Larger Land for enabling smooth development and completion of the Larger Project;

22. PROMOTER TO MAINTAIN SEPARATE ACCOUNT

The Promoter No.1 shall maintain a separate account in respect of sums received by the Promoter No.1 from the Allottee as advance or deposit, towards the outgoings, legal charges and other charges and shall utilize the amounts only for the purposes for which they have been received.

23. CONSENT FOR MORTGAGE

The Allottee hereby gives his/her/their express consent to the Promoter No.1 to raise any loan against the security by mortgage of the whole or part of the Project Land, the under construction/constructed buildings, the under construction/constructed apartments in the buildings and to mortgage the same with any bank/s, financial institutions or any other party. This consent is on an express understanding that any charge on the said Apartment shall be cleared by the Promoter No.1 at its expense before the Project is handed over to the Organization of Building C12.

24. SECURITIZATION OF THE TOTAL CONSIDERATION

The Allottee hereby grants his/her/their irrevocable consent to the Promoter No.1 to securitize the Total Consideration and/or part thereof and the amounts receivable by the Promoter No.1 hereunder and to assign to the banks/financial institutions the right to directly receive from the Allottee the total Consideration and/or part thereof and/or the

amounts payable herein. It is further agreed that any such securitization shall not lead to an increase in the total Consideration paid by the Allottee for the apartment and any payment made by the Allottee to the Promoter No.1 and/or any bank or financial institution nominated by the Promoter No.1 in writing, shall be treated as being towards the fulfilment of the obligations of the Allottee under this Agreement to the extent of such payment.

25. CREATION OF THIRD PARTY RIGHTS

25.1 BY THE PROMOTER NO.1:

After the Promoter executes this Agreement, the Promoter No.1 shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee in the said Apartment.

25.2 BY THE ALLOTTEE:

- (i) The Allottee shall be entitled to transfer his/her/their right under this Agreement to any person or party provided however the Allottee and the new Allottee shall jointly inform the Promoter No.1 in respect thereof with a clear covenant on the part of the new Allottee undertaking to adhere to the terms and conditions of this Agreement and also the bye laws of the Organisation. The Allottee shall be entitled to effect such transfer only if the Allottee has till then not defaulted in making any payments payable to the Promoter.
- (ii) However, the Allottee agree and undertake to cause the new Allottee to execute/register the deed, document, agreement or writing as may be requested by Promoter No.1 to record the transfer as mentioned hereinabove.
- (iii) Stamp duty or other charges as may be applicable on any transfer/addition shall be paid by the transferor/transferee. The Allottee shall indemnify and keep indemnified the Promoter No.1 against any action, loss, damage or claim arising against Promoter No.1 for non-payment of such stamp duty and requisite charges.
- (iv) The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to the Promoter No.1. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/transfer.

26. MISCELLANEOUS

26.1 Use of attached terrace– It is understood and agreed by and between the Parties hereto that the terraces attached to the Apartment, if any, are intended for the exclusive use of the respective Allottee/s. The terrace shall not be enclosed by the Allottee till the permission in writing is obtained from the concerned Authority and the Promoter No.1 or the Organization of Building C12.

26.2 Electricity Deposit – If in case after handover of building onto the Organization of Building C12, there is any liability of installing additional transformer for proper electricity supply whether in the said building or on the Project Land, the costs and expenses of the same shall be proportionately borne by the Allottees of the Apartment in the said building and shall be paid to the Promoter No.1 within 30 (thirty) days from such intimation.

26.3 Provision for separate water supply –

The Promoter No.1 shall make necessary arrangements for providing water (drinking and domestic) to the Building C12 after the handing over of the said building as and when the same is made available by PCMC or concerned local authority. The water connection from PCMC will be obtained in the name of the Building C12 and the storage and utilization of this water will be in common for the allottees of Project, buildings C10, C11, ongoing buildings, Buildings in project Little Earth Masulkar City-Phase 3 and proposed buildings in Subsequent Multiple Phases of Larger Land. However, in case of non-availability of water or insufficient water supply from the PCMC or any other Authority and if the necessary arrangement of water is required to be done from outside sources either through tankers or from any other source, then in such case the Allottees of the Buildings C15, C17, C18, C14, B11, C16, C10, C11 and building C12 shall bear all costs and expenses of water tankers (i.e. cost of transport and water) and the same will be part of maintenance charges (which includes the initial 24 months provisional maintenance charges for Building maintenance collected from the Allottees at the time of handover of the apartment). The allottees or the organization of the Buildings C15, C17, C18, C14, B11, C16, C10, C11 and building C12 will have to pay the said cost of water supply as maintenance charges. The Promoter No.1 and 2 shall not be liable to pay any amount towards water charges or towards expenses for procuring water.

26.4 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment, the said Project Land, the said Project or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them.

26.5 The Allottee confirms that the Allottee has visited and has physically seen the Project Land, Larger Land and is not entering into this Agreement solely on the basis of any advertisement, brochure or oral representation concerning the said Apartment or the said Building.

26.6 The Allottee hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the said Apartment and the Project Land and has/have expressly understood the contents, terms and conditions of the same and the Allottee after being fully satisfied has entered into this Agreement and further agrees not to raise any objection in regard to the same.

26.7 For the purposes of this transaction, the details of the PAN of the Promoter No. 1 and the Allottee are as follows:-

(i) PROMOTER NO.1 PAN – **AAJCK7543C**

(ii) ALLOTTEE'S PAN - **AUHPK9774C**

27. WAIVER

27.1 No forbearance, indulgence, relaxation or inaction by the Promoter No.1 at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be

construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

27.2 Any delay tolerated or indulgence shown by the Promoter No.1 in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter No.1 shall not be construed as a waiver on the part of the Promoter No.1 of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoter .

28. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter No.1 does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with the Schedules and Annexures hereto along with the payments due as stipulated in the Payment plan by the Allottee and secondly, appears for registration of this Agreement before the concerned Sub-Registrar as and when intimated by the Promoter No.1. This Agreement shall have a binding obligation upon the Parties only upon the execution and registration of the same.

29. ENTIRE AGREEMENT

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

30. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

31. SEVERABILITY

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

32. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottees in the Project, the same shall be in proportion to what the Carpet Area of the Apartment bears to the total Carpet Area of all the other apartments in the said building.

33. FURTHER ASSURANCES

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

34. NOTICES

34.1 All letters, circulars, receipts and/or notices, emails issued by the Promoter No.1 dispatched by Registered Post A.D or notified Email ID to the address known to it of the Allottee will be a sufficient proof of the receipt of the same by the Allottee and shall completely and effectually discharge the Promote. For this purpose, the addresses are as under:-

Name of Allottee : **MR. KULKARNI ABHIJEET VIJAY**

(Allottee Address) : C/O. AJINKYA DESHMUKH, 907, VISION STARWEST PHASE 2, OPPOSITE JSPM COLLEGE, OFF MUMBAI BANGALORE HIGHWAY, TATHAWADE, PUNE - 411033.

Notified Email ID : abhikul241077@gmail.com

Name of Promoter No.1:

KOLTE-PATIL PLANET KIWALE PROJECT PRIVATE LIMITED

Office no. 8th Floor, City Bay, CTS NO. 14 (P), 17 Boat Club Road, Pune-411001.

Notified Email ID: - service@koltepatil.com

34.2 A notice shall be deemed to have been served as follows:

- (i) if personally delivered, at the time of delivery;
- (ii) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same;

34.3 It shall be the duty of the Allottee and the Promoter No.1 to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter No.1 or the Allottee, as the case may be.

34.4 In case there are Joint Allottees all communications shall be sent by the Promoter No.1 to the Allottee whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Allottees.

35. INDEMNITY

The Allottee hereby covenants with the Promoter No.1 to pay from time to time and at all times the amounts which the Allottee is liable to pay under this Agreement and to indemnify and keep indemnified the Promoter No.1 and its agents and representatives, at all times against any expenditure, loss or expense arising from any claim, damages, claims, suits, proceedings, expenses, charges that the Promoter No.1 may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement and/or on account of unauthorised alteration, repairs or wrongful use etc. to the said Apartment, including the amount expended on litigation in enforcing rights herein and/or on account of or occasioned by any accident or injury to the Allottee or his/her/their representatives or any person/s visiting the Allottee or his/her/their family, guests or visitors or staff, or all persons claiming through or under the Allottee, before or after taking possession of the said Apartment and during the occupation, use and enjoyment of the said building, the Project Land and the Common Areas and Amenities for Larger Project.

36. GOVERNING LAW

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

37. JURISDICTION

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

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

39. STAMP DUTY AND REGISTRATION CHARGES

- a. The full ad-valorem stamp duty in accordance with the Maharashtra Stamp Act, 1958 and the full registration charges in accordance with the Indian Registration Act, 1908, of and incidental to this Agreement shall be borne and paid by the Allottee alone in full.
- b. The Allottee shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Apartment including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee's account.
- c. If the Allottee fails to execute and deliver to the Promoter No.1 this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter No.1, then the Promoter No.1 shall serve a notice to the Allottee for rectifying the default, which if not rectified within a period of 15 (fifteen) days from the date of its receipt by the

Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

FIRST SCHEDULE

Larger Land

All that piece and parcel of the land portion admeasuring 10 Hectares 10 Ares viz. 1099890 sq.ft. approximate on North side (excluding reservation for garden, parking etc.) carved out of the land bearing Survey No. 19 Hissa No. 1 to 7 +9/1 of village Kiwale Taluka Haveli, District Pune totally admeasuring 13 Hectares 46 Ares (13 Hectares 36 Ares plus pokkharaba 10 Ares) of cess Rs. 28 Paise 36 situate within the PCMC limits and within registration limits of sub-registrar Haveli registered, District Pune and bounded as follows-

- On or towards East - By proposed Road and Survey No. 20
- On or towards West - By road and Mamurdi village frontier
- On or towards North - By Proposed road
- On or towards South - By Survey No. 19 (remaining land)

SECOND SCHEDULE

Project Land

All that piece and parcel of the property i.e. buildings 'C10', 'C11' and 'C12' to be constructed by Promoter No.1 by utilizing agreed FSI of 6,08,457 sq.ft. on a portion of the Larger Land described in the First Schedule written herein above which is shown on the plan annexed hereto by blue colour boundary line and bounded as under-

- On or towards East - Open Space 3 of the larger layout
- On or towards West - 18 m wide DP road
- On or towards North - Proposed future development of larger land
- On or towards South - 12 m wide internal road.

THIRD SCHEDULE

Project - "Little Earth, Kiwale-Buildings C12"

1(one) residential building identified as building 'C12' on present sanctioned layout plan undertaken on a portion of the Project Land which portion admeasures **1097.75 sq. mtrs.**

FOURTH SCHEDULE

[Apartment]

Apartment bearing no. **1005** admeasuring **68.33** sq.mtr. carpet area (exclusive of balcony admeasuring **5.15** sq.mtr., and dry balcony admeasuring **2.20** sq.mtr., appurtenant to the Apartment) on the **Tenth** floor in the **Building ‘C12’** of the Project known as “**Little Earth, Kiwale- Building C12**” which is being constructed on the Project Land described in Second Schedule written hereinabove together with the exclusive right to use **One** covered parking space bearing no. C12-151 located at Podium -02 as allotted by the Promoter subject to the rules, regulations and bye-laws laid down by the Organization of Building C12 from time to time together with the right to use the Common Areas and Amenities of Larger Project as set out in the Agreement.

FIFTH SCHEDULE

PAYMENT SCHEDULE

Total Consideration Rs. 6287600/- (Rupees Sixty Two Lakhs Eighty Seven Thousand Six Hundred Only)

Earnest money to be paid on or before execution of this Agreement	622472/-	9.90%
On Registration within 30 days of booking	635048/-	10.10%
On completion of Excavation or 60 Days from Booking whichever is earlier	628760/-	10.00%
On completion of Foundation or 90 days from booking whichever is earlier	628760/-	10.00%
On completion of Plinth level	314380/-	5.00%
On completion of 2nd Slab	314380/-	5.00%
On completion of 6th Slab	314380/-	5.00%
On completion of 9th Slab	314380/-	5.00%
On completion of 12th Slab	314380/-	5.00%
On completion of 15th Slab	314380/-	5.00%
On completion of 17th Slab	314380/-	5.00%
On completion of 20th Slab	314380/-	5.00%
On completion of Terrace Floor	314380/-	5.00%
On completion of Internal Plaster	314380/-	5.00%
On completion of Flooring	314380/-	5.00%
On offer of Possession	314380/-	5.00%
Total Consideration	6287600/-	

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

SIGNED, SEALED & DELIVERED

BY THE WITHINNAMED **PROMOTER NO.1**

KOLTE-PATIL PLANET KIWALE PROJECT PRIVATE LIMITED

through its Authorized Signatory-

MR. NELSON MISQUITH

PROMOTER NO.1

SIGNED, SEALED & DELIVERED

BY THE WITHINNAMED **PROMOTER NO.2**

KOLTE-PATIL DEVELOPERS LIMITED

through its Authorized Signatory-

MR. NELSON MISQUITH

PROMOTER NO. 2

SIGNED, SEALED & DELIVERED

BY THE WITHINNAMED **ALLOTTEE/S**

MR. KULKARNI ABHIJEET VIJAY

ALLOTTEE/S

WITNESSES:

1)

2)

RECEIPT

RECEIVED from the Allottee/s a total sum of **Rs. 622472/- (Rupees Six Lakhs Twenty Two Thousand Four Hundred Seventy Two Only)** being the Earnest Money paid by the Allottee to us on or before the execution of these presents in respect of sale of the said Apartment.

RECEIVED AMT.	CHEQUE NO	CHQ. DATE	BANK
48571/-	UPI	09.12.2024	STATE BANK OF INDIA
573901/-	NEFT	23.12.2024	STATE BANK OF INDIA
622472/-	Total received amount		

WE SAY RECEIVED
FOR, KOLTE-PATIL PLANET KIWALE PROJECT PRIVATE LIMITED

(Authorized Signatory)

ANNEXURE “I”

(Taxes and Outgoings)

Provisional Maintenance Charges towards Building C12 amounting to Rs. **44/- (Rupees Forty Four Only)** per sq. mtr on carpet area for initial period of 24 months thereafter as demanded by the Promoter/Organisation of Building C12.

Lumpsum Maintenance charges towards Common Areas and Amenities of Larger Project amounting to **Rs. 11/- (Rupees Eleven Only)** per sq. mtr on carpet area for initial period of 24 months thereafter as demanded by the Promoter/Organisation

Individual electricity consumption as per meter reading.

Individual property tax: As per PCMC/any other Authority.

Stamp Duty & Registration Charges – As per Government norms.

GST or any other taxes as per Government norms.