



AGREEMENT TO SALE

This AGREEMENT TO SALE is executed here at Pune on this ____ day of _____ month of the year, 2018,

Between

MIND SPACE REALTY PRIVATE LIMITED, PAN - AAECM 4630 M, having CIN number : U70101PN2005PTC021603, a private limited company, registered under the provision of the Companies Act, 1956, having its registered office at, Dheeraj Chambers, 2nd Floor, 9, Hajarimal Somani Marg, Mumbai : 400 001, and also at 4th Floor, Amar Avinash Corporate City, above HSBC Bank, near Inox Multiplex, Bund Garden Road, Pune : 411 001, through its Director & Authorised Signatory **Mr. Prashant Omprakash Bhandari**, aged about adult, occupation: business, ...hereinafter called as the "**PROMOTER**", ...which expression shall, unless repugnant to the context or meaning thereof, mean and include its directors from time to time, its assigns, executors, administrators and permitted assigns, ...of the ONE PART,

and

Full name (capital)		
Age/ occupation		
PAN/ Aadhaar		
Residing at		
Mobile/ e-mail		
Full name (capital)		
Age/ occupation		
PAN / Aadhaar		

Prashant



Residing at		
Mobile/ e-mail		

...hereinafter called as the **"ALLOTEE/ PURCHASER"**, which expression shall, unless repugnant to the context or meaning thereof, mean and include its plural (if any) and his/ her/ their respective heirs, successors, survivors, executors, administrators and assigns, ...of the SECOND PART,

W H E R E A S,

- a. all that piece and parcel of the Larger Property bearing City Survey Number 3876, admeasuring 91,149.40 sq.mt. (out of which 2,303 sq.mt. is for road widening) having Survey Numbers 190/2, 191/A/1, 191/B, 192/A & 192/B. situated at Village Chinchwad, Taluka Haveli, District Pune and within the limit of Municipal Corporation of Pimpri Chinchwad Municipal Corporation (PCMC in short), owned by the "Protos Engineering Company Private Limited",
- b. thereafter, said "M/s.Protos Engineering Company Private Limited", have sold the "North-East & South-West side Portion, Plot No. B, admeasuring 78,592.58 sq.mt." out of the Larger Property bearing City Survey Number 3876, admeasuring 91,149.40 sq.mt. having Survey numbers 190/2, 191/A/1, 191/B, 192/A & 192/B, situated at Village Chinchwad, Taluka Haveli, district Pune and within the limit of Municipal Corporation of Pimpri Chinchwad (PCMC) along with right to claim and utilize FSI/TDR in lieu of area admeasuring 2,303 sq.mt., to be surrendered under the road widening and along with right to claim, avail and utilize FSI/TDR in lieu of area admeasuring 3,910.53 sq.mt., as area reserved under Parking Reservation

No.186, (for short said "Portion"), to M/s.Mind Space Realty Private Limited, with the confirmation from M/s.Bhandari Infrastructure and Construction Development Private Limited, by Deed of Sale, dated 24.04.2006, registered in the office of Sub.Registrar, Haveli No.10, at serial No.3167 of 2006 and followed by Deed of Correction, dated 13.07.2007, registered in the office of Sub.Registrar, Haveli No.5, at serial No.5966 of 2007, accordingly name of "Mind Space Realty Private Limited", has been mutated in all the revenue record, vide ME 12703,

- c. as per the layout dated 25.04.2006, "North-East & South-West side Portion, admeasuring 78,592.58 sq.mt." out of the Larger Property bearing City Survey Number 3876, was tentative known as Plot No.B (along with right to area FSI/TDR in lieu of area admeasuring 2,303 sq.mt. under road widening), however subsequently, vide revised layout Plan, dated 26.03.2007, the entire City Survey Number 3876, has been sub divided in to various Plot, i.e. "Plot No.A", retained by the "Protos Engineering Company Private Limited", and remaining Plot Nos. "B", "C" and "D", Parking Reservation Plot, Amenity Plot No.1, Amenity Plot No.2 and Amenity Plot No.3 and Plot for PCMC (I to R), Plot owned by M/s. Mindspace Realty Private Limited.
- d. the Hon'ble Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune, granted the permission for the redevelopment, vide order bearing No. ULC/D-III/Sec22/Chinchwad, dated 02.05.2006 and order bearing No. ULC/D-III/Sec22/Chinchwad/2007, dated 11.04.2007 under section 22 of the ULC Act,
- e. the Collector of Pune, granted permission to use *inter alia* the said Property for the non-agricultural purposes, under section 44,

vide NA order bearing No. LND/SR/IH/131/54, of the Maharashtra Land Revenue Code, 1966,

- f. thereafter, Owner have handed over an area admeasuring 5,898.21 sq.mt. kept for the purpose of Amenity Space, out of the said Portion, to the Pimpri Chinchwad Municipal Corporation, by a Document styled as "Possession Receipt - Taba Pavti", dated 24.01.2012, which is registered in the office of the Sub Registrar, Haveli No.5, at serial No.1028 of 2012,
- g. the Owner being the Promoter, applied to Pimpri Chinchwad Municipal Corporation, for sanction of the Plan for the Plot No. "B", admeasuring 47,250 sq.mt., out of the City Survey Number 3876, of Pimpri, accordingly, Pimpri Chinchwad Municipal Corporation, have sanctioned the layout and plan from time to time & revised commencement certificate bearing Number BP/Chinchwad/13/2012, dated 30.03.2012 and accordingly the Promoter have constructed 14 buildings, numbered from "A" to "N", each building have ground plus 12 floor, comprising in all 719 Residential Units and Building No."O" on the ground floor consisting of 6 Commercial Units, and completed the construction and obtained Completion Certificate bearing No.74/2012 dated 30.03.2012, being the project known as "MSR Queenstown", and accordingly the Promoter have executed Deed of Conveyance, dated 11.1.2013, which is registered in the office of the Sub Registrar, Haveli No.5, at serial No.260 of 2004 on 09.01.2014, transferred, conveyed and assigned the Plot No. "B" admeasuring 56,921.35 sq.mt., which includes Plot B, admeasuring 47,250 sq. mt., as per Layout and Plan sanctioned by Pimpri Chinchwad Municipal Corporation, along with all structures and fixtures thereon along with open space admeasuring 7,357.11 sq.mt., area of the well admeasuring 11.24 Sq. meters and right to claim TDR/FSI for land admeasuring 2,303 sq.mt. Surrendered for road widening out of the City Survey Number 3876, of village Pimpri

along with building to the "MSR QUEENSTOWN" Co Operative Housing Society Limited, a tenant co partnership Co Operative Housing Society Limited, registered under the Maharashtra Co Operative Housing Society Act, bearing Registration No. PNA/PNA-(3)/HSG/(TC)/12159/12, dated 13.08.2012.

- h. thereafter, the Promoter, wanted to further develop of the Plot No."C", admeasuring approximately about 7,800 sq.mt., out of the Larger Property bearing City Survey Number 3876, having Survey numbers 190/2, 191/A/1, 191/B, 192/A & 192/B, situated at Village Chinchwad, Taluka Haveli, District Pune and within the limit of Pimpri Chinchwad Municipal Corporation - PCMC, more particularly described in the SCHEDULE-1 (hereinafter referred as the said "Property"),
- i. the Municipal Corporation of the City of Pimpri and Chichwad - PCMC, also being the Planning Authority, under the provisions of the Maharashtra Regional and Town Planning Act, 1966, vide commencement certificate No.BP/Chinchwad/80, dated 27.1.2013, sanctioned the plans for construction of the buildings on the said Property,
- j. statutory compliances pertaining to the development of the said Land are as enumerated below:

RERA	No.P52100006144, dated 14.08.2017, under section 3(1) r/w section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA" hereinafter) r/w Rule 6 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website)
------	--

	Rules, 2017 ("RULES" hereinafter) with the Real Estate Regulating Authority, Maharashtra (for short, "MAHA RERA").
Separate Project Account	ICICI Bank, Pune Camp Branch, having A/c No. 777705050947
Separate Project Maintenance Account	To be open with nationalized bank

- k. the following professional consultants have been appointed by the Developer/ Promoter for the ownership project on the said Land:

Architect	Name Ar. Shashank Phadke (CA-92/14807) Address : Solespace, No.7, 101/201, opposite Sterling Honda, Near Hotel Keys, off Mumbai Pune Road, Pimpri, Pune - 411018 registered with the Council of Architecture who has/ have drawn the plans for construction of the building/s on the said Property.
RCC/ Structural Engineer	Name Mr. Rajesh Malkani (Design Werkz Engineering Private Limited) Address: Airth Vishwa, 3 rd Floor, Lane NO.5, Koregaon Park, Pune: 411 001, who has/ have drawn the plans of structural design of the building/s on the said Property

- l. the project on the said Property broadly comprise of 5 number of wing having residential / non-residential multi-storey buildings consisting of various wings and/or apartments therein for residential/non-residential uses, together with exclusive facilities as appurtenant thereto of balconies, attached terraces, parking spaces, common facilities for recreation and essential supplies, being undertaken in phased manner, consumption of basic Floor Space Index ("FSI") so also additional such FSI by way of payment of premium, transferable development rights ("TDR") or otherwise, specifications of development and construction of building/s and Apartments, broad time-line for progress and completion of the said ownership project (*subject to force majeure and circumstances beyond the control of the Promoter*),
- m. the Promoter accordingly, commenced the development of the said Property and construction of buildings thereon,
- n. the Promoter gave inspection of all documents pertaining to development of the said Property to the Allottee/ Purchaser, as specified under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA" hereinafter) r/w the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 as also the Maharashtra Ownership Flats Act, 1963 ("MOFA") r/w the Rules framed there under,
- o. the Allottee/ Purchaser agreed to purchase from the Developer/ Promoter all that *Residential Apartment/Unit/Shop/office together with exclusive facilities as appurtenant thereto (*if so specifically mentioned*) of balconies, attached terraces, parking spaces; more particularly described in SCHEDULE-2 given hereto and as delineated in the floor map annexed herewith in accordance with the specifications given hereto (hereinafter

referred to as the said "APARTMENT") for the price and other payables as hereinafter mentioned,

- p. subject to otherwise agreed, reserved and provided herein, the parties hereto therefore, have executed this Agreement to Sell, witnessing the terms and conditions thereof, in compliance to section 4 of MOFA r/w section 19 of RERA, as under:

THEREFORE, THIS AGREEMENT TO SALE WITNESSETH:

1. The Promoter shall develop the said Property (described in SCHEDULE-1) and construct the building thereon, in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
2.
 - (a) The Allottee/ Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/ Purchaser the said "Apartment" (described in SCHEDULE-2) for the lump sum aggregate price of Rs. _____ (_____) (subject to Tax Deduction at Source (TDS) under section 194-IA of the Income Tax Act, 1961, if so applicable), partly paid and the balance payable as hereinafter mentioned.

(b)

Sr	Amount (Rs)	Particulars
1	Rs. _____	Already paid by the Allottee/ Purchaser by duly drawn crossed cheque/pay order/ demand draft No. _____, dated _____ on _____ Bank, receipt of the amount whereof, is hereby acknowledged

		by the Promoter.
2	Rs. _____	Paid by the Allottee/ Purchaser by duly drawn crossed cheque/pay order/ demand draft No. _____, dated _____ on _____ Bank, on execution of this agreement, receipt of the amount whereof, is hereby acknowledged by the Promoter.
3	Rs. _____	15% of total price payable by the Allottee/ Purchaser to the Promoter at the time of completion of plinth of the subject building
4	Rs. _____	4% of total price payable by the Allottee/ Purchaser to the Promoter on completion of Ground floor of the subject building.
5	Rs. _____	3.50% of total price payable by the Allottee/ Purchaser to the Promoter on completion of first slabs.
6	Rs. _____	3.50% of total price payable by the Allottee/ Purchaser to the Promoter on completion of Second slab.
7	Rs. _____	3.50% of total price payable by the Allottee/ Purchaser to the Promoter on completion of Third slab.
8	Rs. _____	3.50% of total price payable by the Allottee/ Purchaser to the Promoter on completion of Fourth slab.
9	Rs. _____	3.50% of total price payable by the Allottee/ Purchaser to the Promoter on completion of Fifth slab.

10	Rs. _____	3.50% of total price payable by the Allottee/ Purchaser to the Promoter on completion of sixth slab.
11	Rs. _____	5% of total price payable by the Allottee/ Purchaser to the Promoter on completion of walls, internal plaster, flooring, doors and windows of the said Apartment
12	Rs. _____	5% of total price payable by the Allottee/ Purchaser to the Promoter on completion of sanitary fittings, staircases, lift well, lobbies upto the floor level of the said Apartment
13	Rs. _____	5% of total price payable by the Allottee/ Purchaser to the Promoter on completion of external plumbing, external plaster, elevation, terraces with water proofing of the subject building/ wing.
14	Rs. _____	5 % of total price payable by the Allottee/ Purchaser to the Promoter at the time of completion / installation of Lift, water pumps, electric fitting, entrance lobby, paving of area appurtenant and all other requirement as prescribe in the Agreement.
15	Rs. _____	5 % of total price payable by the Allottee/ Purchaser to the Promoter at the time of delivery of possession of the said Apartment by the Promoter to the Allottee/ Purchaser on or after receipt of occupancy/ completion certificate.
Rs. _____		Total (_____) amount.

- (b) The said price excludes taxes consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST - Goods and Service Tax, CGST, SGST, all the Cess or any such statutory levy which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter, up to the date of delivery of possession of the said Apartment by the Promoter to the Allottee/ Purchaser.

Simultaneously with the execution of this Agreement to Sell, the Allottee/s shall be obliged to pay to the Promoter applicable Goods and Service Tax (GST), in terms of the provisions of Central Goods and Service Tax Act, 2017 / Integrated Goods and Service Tax Act 2017/Maharashtra Goods and Services Tax Act, 2017 or rules framed there under or any other law for the time being in force for the purpose, of the agreed sale / purchase price of the said Apartment. The said amount shall be paid by the Promoter to the Government as prescribed by the Law. The Allottee/s shall make payment of GST applicable to the said Apartment at the rate prescribed by Law at the time of execution of these presents. If, however, at any time hereafter, the rates of such Goods and Service Tax (GST) are increased or decreased by the Government, the amount payable by the Allottee/s to the Promoter under this Clause shall vary accordingly. In addition to the above, the Allottee/s shall be liable to bear and pay all and any other taxes, duties, charges, premium, levies, cesses, surcharge as may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Apartment by the Promoter to the Allottee/s before or after taking the possession of the said Apartment as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Allottee/s shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Promoter, the Allottee/s shall be liable to reimburse the same together with interest accrued

thereon to the Promoter and the Allottee/s hereby agrees to indemnify and keep indemnified the Promoter from or against all loss or damage suffered or incurred by the Promoter as a result of non-payment by the Allottee/s of any such taxes, duties etc.

- (c) The said price is also subject to escalation or increase 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 or government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/ Purchaser for increase in development charges, cost, or levies imposed by such authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter to the Allottee/ Purchaser.
- (d) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to tolerance of 3 % (three percent).
- (e) the carpet area of the said Apartment is _____ square meters and "Carpet Area" means the net usable floor area of the said Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee/s and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the said Flat; Area of the open terrace area is _____ sq.mt. and appurtenant to the net usable area of balcony _____ sq.mt. exclusive use for allottee/s, enclosed to the bedroom, living room or any other room as per sanctioned plan

and the calculated under Section 2(k) of the said Act and vide Circular No. 4/2017 date 14/06/2017, the copy of sanctioned plan of such area annexed herewith.

- (f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Apartment is complete and the Completion Certificate is granted by the Pimpri Chinchwad Municipal corporation and/or concern authority, by furnishing details of the changes, if any, in the carpet area subject to a variation of 3 percent. The total price payable for the said Apartment shall be recalculated upon such confirmation by the Promoter. If the carpet area of the said Apartment less upto 3%, then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate of 12% (twelve) per annum, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area more than 3% allotted to Allottee/s, the Promoter shall entitled to demand from the Allottee/s the additional/ excess amount and the Allottee/s shall pay within 15 days from demand the same. All these monetary adjustments shall be made at the same rate per square meter as agreed.
- (g) The Allottee/s hereby agrees to acquire from the Promoter and the Promoter hereby agrees to grant to the Allottee/s the exclusive right of user of the basement or Stilt Covered Car Parking Space. The Allottee/s shall not raise any dispute in the future about suitability of the said parking space as constructed by the Promoter.

3.

- (a) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee/Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.
- (b) Time is essence for the Promoter as well as the Allottee/ Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee/Purchaser and the common areas to the association of the allottees after receiving the occupancy/ completion certificate. Similarly, the Allottee/ Purchaser shall make timely payments of the installments and other dues payable by him/ her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter.

4.

- (a) The Promoter hereby declares that Floor Space Index available as on date in respect of the project is 13576.55 sq.mtr. only and Promoter has planned to utilize Floor Space Index of 5070 sq. mtr. by availing of TDR or FSI available on payment of premiums or FSI available as 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.
- (b) The Promoter has disclosed the Floor Space Index of 5070 sq. mtr. as proposed to be utilized by him on the project property in the

said Project and Allottee/ Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Developer/ Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

5.

- (a) If the Promoter fails to abide by the time schedule for completing the project and deliver possession of the said Apartment to the Allottee/ Purchaser, the Promoter agrees to pay to the Allottee/ Purchaser, who does not intend to withdraw from the project, interest at the rate of 2 % above Highest Marginal Cost of Lending of the State Bank of India, per annum on all amounts paid by the Allottee/ Purchaser, for every month of delay, till delivery of possession of the said Apartment.
- (b) The Allottee/ Purchaser agrees to pay to the Promoter, interest at the rate of 2 % above Highest Marginal Cost of Lending of the State Bank of India, per annum on all delayed payments which become due and payable by the Allottee/ Purchaser to the Developer/ Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/ Purchaser to the Promoter.
- (c) Without prejudice to the right of promoter to charge interest, on the Allottee/ Purchaser committing default in payment on due date of any amount due and payable by the Allottee/ Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing 2 (two) defaults of payment of installments, the Promoter shall at its own option, may terminate this Agreement.

- (d) Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/ Purchaser, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee/ Purchaser, of his 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. If the Allottee/ Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.
 - (e) Provided further that upon termination of this Agreement to Sell as aforesaid, the Promoter shall refund to the Allottee/ Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of 30 (thirty) days of the termination, the installments of sale consideration of the said Apartment which may till then have been paid by the Allottee/ Purchaser to the Promoter.
- 6.
- (a) The Promoter shall deliver possession of the said Apartment to the Allottee/Purchaser by December 2019. If the Promoter fails or neglects to give possession of the said Apartment to the Allottee/ Purchaser by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/ Purchaser the amounts already received by him in respect of the said Apartment with interest at the rate of 2 % above Highest Marginal Cost of Lending of the State Bank of India, per annum, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.
 - (b) The period of delay caused in completion of the construction of the said Apartment on account of

- I. *force majeure*, civil commotion, war, strike, boycott, *bandh*, threat,
- II. non-availability or scarcity of any building material or finishing articles or labour supply,
- III. prohibitory orders from any court or authority or
- IV. time taken for issuance of completion/ occupancy certificate by the concerned planning authority,
- V. any other reasons beyond the control of the Promoter,

shall not be included and shall be excluded from computation of the period of completion of the said Apartment and delivery of possession thereof to the Allottee/ Purchaser.

7.

- (a) The Promoter, upon obtaining the completion/ occupancy certificate from the concerned competent authority and the payment made by the Allottee/ Purchaser as per the agreement shall offer in writing, possession of the said Apartment, to the Allottee/ Purchaser in terms of this Agreement to be taken within a period of 10 (ten) days from the date of issue of such letter.
- (b) At the time of accepting possession of the said Apartment, the Allottee/ Purchaser shall execute necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter.
- (c) In case the Allottee/ Purchaser fails to take possession within the time stipulated above, the Allottee/ Purchaser shall continue to be liable to pay maintenance charges as applicable.
- (d) If within a period of 5 (five) year from the date of handing over the said Apartment to the Allottee/ Purchaser, the Allottee/ Purchaser brings to the notice of the Developer/ Promoter any structural defect in the said Apartment or the building in which the said Apartment is located or any defects on account of

workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/ Purchaser shall be entitled to receive from the Promoter, compensation for such defect.

- (e) The Promoter, upon obtaining the occupancy Certificate from the concern authority shall offer in writing the possession of the said Apartment to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree/s to pay the maintenance charges as determined by the Promoter or Association of Allottee/s, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 (seven) days of receiving the Completion Certificate of the Project.
- (f) The Allottee/s shall take possession of the said Apartment within 15 (fifteen) days of the Promoter giving written notice to the Allottee/s intimating that the said Apartment is ready for use and occupation.
- (g) Except for occurrence of the events stating herein above, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act ; or for any other reason; the Promoter shall be liable, on demand to the allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to

return the total amount received by him in respect of the Apartment, with the interest 12 % per annum within 30 days including compensation (if applicable) in the manner as provided under the Act.

- (h) If within a period of five years from the date of handing over the said Unit to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Unit or the building in which the said Apartment/Unit is/are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. The Allottee/s shall not, without the prior written consent of the concerned Local Authority as well as Promoter to carry out any alterations of whatsoever nature in the said Apartment/Unit or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. The Allottee/s shall also not chisel or cause damage to the columns, beams, walls, slabs, R.C.C. members and other structural members or damage the water proofing of the flooring of the said Apartment/Unit and do or omit to do any act which may result in damage to the said Apartment/Unit. If any of such works are carried out without the written consent of the Promoter, the liability of the Promoter under the Real Estate (Regulation and Development) Act 2016 to rectify defects automatically shall become void and Allottee/s shall be liable to pay all costs and damages towards restoration, repairs etc. arising from such unauthorized works. Notwithstanding anything to the contrary contained hereinabove as regards Items/ Goods/ Systems such as Lifts, Fire-Fighting Equipment, Solar Heating System, Sewage Treatment Plant, Organic Waste Converter, Sanitary Fittings, C.P. Fittings, Electrical and Electronic peripherals, Doors and hardware, Windows, Tiles, Glass, Wooden Flooring etc.

procured from manufacturers / third parties, to be provided by the Promoter in the said Project and/or in the said Apartment/Unit, the Promoter's liability for any manufacturing defects therein shall be concurrent with and be limited to the period of Warranty given by the Manufacturers of such Items/ Goods/ Systems and shall not extend beyond such periods. Further, such warranties pertaining to such Items/ Goods/ Systems which require periodic maintenance shall become null and void if such periodic maintenance is not attended to by the Allottee / Co-operative Housing Society formed of the purchasers of Flats/ Units in the said Project. If there is any dispute regarding any defect in the building or material used within five years from the date of handing over possession, then first the Allottee/s shall inform the customer care department of the Promoter and resolve the issues amicably and mutually. The Promoter shall arrange inspection through its engineer in respect of the defects and if it is found that such defects are due to wear and tear / non periodic maintenance / misuse / mishandling of the materials / unit / buildings, then Promoter would not be liable to rectify such defects. Promoter would also not be liable to rectify the defects like minor hairline cracks on the external and internal walls including RCC structure which might occur due to variation of heat intensity / weathering as these do not affect the structural stability of the Building and hence does not amount to structural defect or bad workmanship defect. Allottee/s shall be at liberty to approach concern authority and refer the matter for the decision of Adjudicating Officer appointed under the said Act in the event of defects being not resolved to his / her satisfaction by the Promoter.

- (i) The Allottee/ Purchaser authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/ Purchaser undertakes not to object/ demand/ direct the

Promoter to adjust his/her payments in any manner.

8.

- (a) The Allottee/ Purchaser shall use the said Apartment or any part thereof only for purpose of permitted by the sanctioned plans, and for no other purposes. The Allottee/ Purchaser shall use the exclusive facility of parking appurtenant thereto (*if so specifically mentioned*) only for the purposes of parking of vehicles, and for no other purposes.
- (b) There shall be formed a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 of all Allottees/ Purchasers in the project.
- (c) If so decided and for better administration of the project, for each building there may be formed separate co-operative housing society and all such co-operative housing societies shall form themselves into a federal society under the provisions of the Maharashtra Co-operative Societies Act, 1960 or such other concerned statute or any such informal apex body.
- (c) The Allottee/ Purchaser shall be bound to become a member of such co-operative housing society and shall execute all necessary documents in that behalf as may be called upon by the Promoter.
- (d) The Promoter shall execute and/or cause to be executed conveyance of the project comprising of land and building/s constructed thereon and deliver possession thereof, to and in favour of such 'Federal/ Apex Body' or collectively in favour of all such co-operative housing societies, within a period of 1 (one) year from completion of the entire project by the Promoter on the said Property.

9.

- (a) From the date of the letter given by the Promoter to the Allottee/ Purchaser that the said Apartment is ready for use and occupation, the Allottee/ Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the

project on the said land such as local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the project.

- (b) The Allottee/ Purchaser shall be obliged to make any payment, in common with other Allottee/ Purchaser in project in proportion to the carpet area of the said Apartment to the total carpet area of all Apartments in the Project.
- (c) On or before delivery of possession of the said Apartment by the Promoter to the Allottee/Purchaser, the Allottee/ Purchaser shall pay to the Promoter, an amount towards common maintenance, as follows:

Common maintenance deposit	Rs,
Provisional monthly contribution	Rs.____.____ ps. per sq.mt. x carpet area of said Apartment x 12 months = Rs._____

- (d) The Promoter shall maintain the above amount in a separate project maintenance account, a separate bank account and meet the expenses of common maintenance only for a period of 1 (one) year from completion of construction of the said Apartments and/or given Apartment.
- (e) In case any additional amount is found to be required for common maintenance, the Allottee/Purchaser agrees to contribute thereto, as may be called upon by the Developer/ Promoter.
- (f) The Allottee/ Purchaser shall also pay the following amount to, and as and when called upon by the Promoter and in any case prior to delivery of possession of the said Apartment:

Electricity, water, LPG, other utility connection & service charges	At actual
Electrical receiving and sub-station, transformer <i>et cetera</i> deposit	At actual
Share money, application fees, entrance fees for the organization	At actual
All legal cost, charges, expenses	At actual

10. The Promoter hereby represents and warrants to the Allottee/ Purchaser as follows:
- (a) The Promoter have clear and marketable title with respect to the project Property as declared in the title report annexed to this Agreement to Sell and has the requisite rights to carry out development upon the project Property and also has actual, physical and legal possession of the project Property for the implementation of the Project.
 - (b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.
 - (c) There are no encumbrances upon the project Property or the Project except those disclosed in the title report.
 - (d) There are no litigations pending before any Court of law with respect to the project Property or Project except those disclosed in the title report.

- (e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project Property and said buildings/wings are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project Property and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project Property/ Buildings/wings and common areas.
 - (f) The Promoter has the right to enter into this Agreement to Sell and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser created herein, may prejudicially be affected.
 - (g) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of Allottee/ Purchaser under this Agreement.
 - (h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/Purchaser in the manner contemplated in this Agreement.
 - (i) No notice from any statutory authority has been received or served upon the Promoter in respect of the said property and/or the project thereon, except those disclosed in the title report.
11. The Allottee/ Purchaser hereby covenants with the Promoter as follows:

- (a) To maintain the said Apartment at his/her/their own cost in good and tenantable repairs and condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situate which may be against rules, regulations or bye-laws or change or alter or make addition in or to the building in which the said Apartment is located and the said Apartment itself or any part thereof without the consent of the society and/or statutory authorities, if required.
- (b) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building/s in which the said Apartment is situated 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 building in which the said Apartment is situated, including entrances of the building in which the said Apartment is situated and in case any damage is caused to the building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee/Purchaser in this behalf, the Allottee/Purchaser shall be liable for the consequences of the breach.
- (c) To carry out at his/their own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/Purchaser and shall not do or suffer to be done anything in or to the building/s in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned statutory authority. In the event of the Allottee/

Purchaser committing any act in contravention thereof, the Allottee/ Purchaser shall be responsible and liable for the consequences thereof.

- (d) Not to demolish or cause to be demolished the said 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 said Apartment or any part thereof, nor any alteration in the elevation of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said 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 building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural members in the said Apartment without the prior written permission of the Promoter and/or the Society or the concerned planning authority.
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project Property and the building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project Property and the building in which the said Apartment is situated.
- (g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the

Allottee/Purchaser for any purposes other than for purpose for which it is sold.

- (h) The Allottee/Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee/Purchaser to the Promoter under this Agreement are fully paid up by the Allottee/ Purchaser.
 - (i) The Allottee/Purchaser shall observe and perform all the rules and regulations which the Society or Apex Body or Federation may resolve or frame for protection and maintenance of the said building/s and the said Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws. The Allottee/Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society Apex Body or Federation regarding the occupancy and use of the said Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
 - (j) The Allottee/Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
12. The Promoter herein has specifically informed to the Purchaser and the Purchaser herein is also well aware that the Promoter herein is promoting/developing the scheme/ project under the name "MSR SEASONS" on the said Property, with an intention to have the homogeneity in the scheme as to landscaping, heights and elevation of the building/s outer color scheme, terrace, windows and grills etc. and hence the Purchaser or any owner or occupier of the tenement/s in the buildings or scheme shall not

be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on attached or overhead terraces. Further shall observe that, pipes, outlet of rain water/ water of adjacent terraces/sit outs/roofs shall always have proper flow and should not obstruct the same in any manner. The Purchaser/s herein specifically undertakes to abide aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sale the Apartment/Unit to the Purchaser/s herein on ownership basis, subject to the terms and condition of this Agreement to Sell.

PROJECT:

Subject to *non-obstante* clause above,

- (a) the project on the said Property shall comprise of
 - 4 dedicated buildings exclusively for residence, each containing independent residential blocks; on the said Property
 - and
 - 1 commercial cum residential building comprising of independent shop/ office/ showroom/Flat/Apartment, lying on of the said Property,
- (b) the said Property shall remain as 'one' piece of Property for the purposes of FAR/FSI originating from the physical area thereof, containing various buildings not necessarily carrying such FAR/FSI equivalent to the physical area of the plinth or portion of the Property there under,
- (c) the said Property shall also remain as 'one' piece of Property for the purposes of availing, using, utilizing and consuming the

additional FAR/FSI by way of TDR, road widening, amenity space or otherwise,

- (d) there shall be no demarcating partition between the commercial cum residential complex and the residential complex,
 - (e) the Commercial Apartment Purchaser / Allottee shall not be entitled to common area and facilities provided for the other, such as swimming pool, garden, water supply,
 - (f) Transformer Room if any, and receiving station shall be the common facility for both; commercial and residential complex,
 - (g) the construction of buildings on the said Property is scheduled to progress phase-wise, and the activities for construction of the buildings, amenities and facilities shall continue despite the units being occupied, if any,
 - (h) exclusive covered or open parking facility has been attached as exclusive facility for each of the units, the allottee/ss of which shall be entitled the exclusive use thereof for parking of vehicles to the exclusion of all other purchasers,
13. Nothing contained in this Agreement to Sell is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee/Purchaser shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her and all open spaces, parking spaces, lobbies, staircases, terraces, spaces, will remain the Property of the Promoter until the said structure of the building/s is/are

transferred to the Society or other body and until the project is transferred.

14.

- (a) The Promoter, has availed loan for the project on the said Property from ICICI Bank Ltd. at loan a/c No. 0000001145(1), 0000001145(2), 0000003086, by mortgaged the said Property as and towards security for repayment thereof. The lending bank accordingly, issued letter dated _____ permitting the Promoter to enter into this Agreement to Sell with the Allottee/ Purchaser. The Promoter is entitled to enter into this Agreement with the Allottee/Purchaser provided all payments under this agreement are paid to the said Separate Project Account/ Loan Project Account.
- (b) The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said Property, for which the Promoter shall be entitled to create security either by way of mortgage or otherwise, on the said Property in favour of such bank/s and/or financial institute and/or person for the loan.
- (c) The Allottee/Purchaser hereby accorded his/her/their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institute and/or person, and agrees not to raise any obstruction and/or impediment and/or any objection pertaining thereto.
- (d) In the event of the Promoter availing such loan, the Promoter shall be bound to send written intimation about availing of any such loan to the Allottee/ Purchaser.

- (e) However, in no circumstance the rights of the Allottee/ Purchaser pertaining to the said Apartment shall be adversely be affected. The Promoter shall keep the Allottee/ Purchaser duly indemnified from repayment of such loan and/or consequences flowing there from with cost and expenses.
- (f) In the event of the Promoter availing such loan, the Promoter shall be entitled to call upon the Allottee/ Purchaser to make payment of the balance amount payable by the Allottee/Purchaser to the Promoter under this Agreement, directly to such bank/s and/or financial institute and/or person, as the case may be, towards repayment thereof. The amount so paid by the Allottee/Purchaser to such lender, shall be, and shall be treated to be the payment made by the Allottee/Purchaser to the Promoter.
- (g) This Agreement, along with its Schedules and Annexure, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.
- (h) Right to Amend: This Agreement to Sell may only be amended through written consent of the Parties.
- (i) 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/s of the said Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

- (j) If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to such Act or the Rules and Regulations made there under 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.
- (k) Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the said Apartment bears to the total carpet area of all the Apartments in the Project.
- (l) Both 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.
- (m) PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-

Registrar. The Allottee/s has paid the charges of Stamp Duty and Registration Fee herewith. Hence this Agreement shall be deemed to have been executed at Pune.

- (n) The Allottee/s and/or Promoter shall present this Agreement as well as the Deed of Conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

0-0-0-0-0

Stamp duty particulars

Prescribed valuation as per Annual Statement of Rates, 2017-18. Said Property is located at Chinchwad- PCMC- CTS NO.3876, as described in Sector ____/____		
*Residential/ *Convenient Shop /office	_____ sq.mt. x Rs. _____ per sq.mt. as prescribed by the ARR, 2017-18	Rs. _____
Exclusive right to attached terrace	_____ sq.mt. Rs. _____ per sq.mt. (being 40% of the prescribed value of Rs. _____/- per sq.mt., (as per ARR, 2017-18 Note No.15)	Rs. _____
Exclusive right to Passage / lobby	_____ sq.mt. Rs. _____ per sq.mt. per sq.mt. as prescribed by the ARR, 2017-18	Rs. _____
Exclusive right to stilt parking	_____ sq.mt. x Rs. _____/- per sq.mt. (being 25 % of the prescribed	Rs. _____

	value of Rs._____/ - per sq.mt., (as per ARR,2017-18 Note No.16)	
Total prescribed valuation		Rs._____
Total agreed price		Rs._____
Stamp duty (as per Article 25(b)(i) of Schedule-I to the Maharashtra Stamp Act) on higher amount of the two above.		Rs._____

SCHEDULE.1

(Description of the said "Property")

All that Piece and parcel of the Plot bearing No. "C", admeasuring about 7,800 sq.mt., out of the Larger Property bearing City Survey Number 3876, having Survey numbers 190/2, 191/A/1, 191/B, 192/A & 192/B. situated at Village Chinchwad, Taluka Haveli, District Pune and within the limit of Pimpri Chinchwad Municipal Corporation and which is bounded by as under:

East	-	Plot bearing No.CTS No. 3876 (Part), Survey No.191 (Part)
South	-	Plot of Tata Motors
West		MSR Queenstown (Plot B) out of CTS No. 3876 Plot No.B
North	-	Station Road & Plot Handed over to PCMC

#####

SCHEDULE.2

(Description of the said "APARTMENT" - which is subject matter of this Agreement to Sell)

All that

Residential Apartment/Flat	No. _____
Commercial Shop/Office	
Building/ Wing	No. _____ / _____
Floor	
Area	_____ sq.mt. (_____ sq. ft.) carpet area of Apartment _____ sq.mt. (_____ sq.ft.) carpet area of Balcony
Exclusive facility	# Attached terrace admeasuring _____ sq.mt.
Exclusive facility of parking at stilt and basement floor (the space for parking to be allotted by sole discretion of promoter.)	

being constructed on all that parcel of the Property bearing Plot bearing No."C", admeasuring 7,800 sq.mt., out of the Larger Property bearing City Survey Number 3876, having Survey numbers 190/2, 191/A/1, 191/B, 192/A & 192/B. situated at Village Chinchwad, Taluka Haveli, District Pune and within the limit of Pimpri Chinchwad Municipal Corporation - PCMC, more particularly described in Schedule-1 above, together with fittings and facilities and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto, and as delineated in the floor map annexed hereto.

#####

In witness whereof, the parties hereto have signed and executed this AGREEMENT TO SELL on the date and at the place herein before first mentioned.

Prashant Omprakash Bhandari	
As duly authorized signatory of MIND SPACE REALITY PRIVATE LIMITED - the Developer/ Promoter	
	LHTI and Signature
Photo	

as the Allottee / Purchaser	
	LHTI and Signature
Photo	

as the Allottee / Purchaser	
	LHTI and Signature
Photo	

Witness	
Name and Address	Signatures

ANNEXURE-1

(Particulars of ownership project on the said "Property")

Relating to	Basic FSI (sq.mt.)	Additional FSI (sq.mt.)
Aggregate	8506.00	5070.00

ANNEXURE-2

(Disclosures and documents contemplated by MOFA/ RERA)

Sr.	Particulars
1	Floor Plan
2	Title Certificate
3	Property Card
4	Commencement Certificate
5	RERA Certificate

THE SECOND SCHEDULE**Common/ restricted common area and facilities**

Common facilities for entire project	*Recreation room *Watchman/ security cabin/ *Closed circuit television apparatus and room/ *lift rooms/ *Electricity master panel.
Restricted Common Facilities for given building/s	At Actual
Rider	This shall be subject to change- as may be found necessary by the Developer/ Promoter depending inter alia upon market conditions. However, this shall not adversely affect the said apartment agreed to be purchased by the Allottee/ purchaser

AMENITIES	YES Details	/NO
Internal Roads & Footpaths -	NO	
Water Supply	YES	
Sewerage (Chamber, Lines, Septic Tank, STP) - Connected to PMC line	YES	
Storm Water Drains - Connected to PMC line	YES	
Landscaping & Tree Planting	YES	
Electrical Meter Room, Sub-Station, Receiving Station Meter panel in Place	YES	
Open Parking - Visitors	YES	
Community Buildings	NO	
Treatment And Disposal Of Sewage And Sullage Water	NO	
Solid Waste Management And Disposal	YES	
Water Conservation, Rain water Harvesting	YES	
Energy management (Solar)	YES	
Fire Protection And Fire Safety Requirements - Completed as per Fire Norms	YES	
Entrance Lobby at Ground level	YES	
Underground water tanks	YES	
Installation Of Passenger & Fire lifts as per Municipal & Fire Norms	YES	
Main staircase & Fire Staircase	YES	
Society office Space - (in Basement at Car Parking Level)	YES	
Letter box	YES	
Dedicated Bi-cycle parking for children	YES	
Driver's Toilet - (Common on Ground Floor)	YES	

THE THIRD SCHEDULE

(Common Expenses & Outgoings)

Towards maintenance and repairs of common areas and facilities lifts, fire fighting equipments, water tanks. Wages of Watchmen/ Security, Housekeeping/ Sweepers etc. and charges of plumbers, carpenters, electricians. Premium and other costs for effective Insurance of common facilities/installations. Revenue Assessment. All other taxes, levies, charges and cesses. Electricity and water charges/water tanker charges and deposits in respect of common electrical and water pumps, generator and other installations and maintenance. Expenses of and incidental to the management and

maintenance of the said Building known as "MSR SEASONS".

THE FOURTH SCHEDULE
(Details of Payments)

Amount	Description
Rs. _____/-	Paid by Cheque No. _____ / dated _____ / drawn on _____
Rs. _____/-	Total (Rupees _____ Only)

I SAY RECEIVED

ASSIGNOR



A handwritten signature in blue ink, appearing to read "Mant".